

COLLECTIVE AGREEMENT

BETWEEN

DISTRICT SCHOOL BOARD
ONTARIO NORTH EAST

AND

DISTRICT 1, ONTARIO NORTH EAST
OF THE
ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION

September 1, 2001 – August 31, 2004

Table of Contents

Section	Page(s)
Preamble	5
Article I - Definitions	5-6
Article II - Purpose and Effective Period	7
Article III - Recognition	8
Article IV - Workload	8 to 11
Article V - Grid Placement	12
Article VI - Salary Schedule and Allowances	13 to 20
- Grid	13 to 15
- Credit for Elementary & Secondary Teaching Experience	15
- Related Industrial or Trade Experience	16
- Business and Professional Experience	16
- Documentation	16
- Records	16
- Positions of Responsibility	17
- Interviews	17
- Designation	17
- Term of Appointment	17
- Positions of Added Responsibility	17-18
- Regional Co-ordinators	18
- Allowances for Degrees	18-19
- Summer School	19
- Conferences	19
- Alternative Education	19
- Summer School	19
- Independent Study	19
- Night School	19
- Continuing Education	19
- Correspondence	20
Article VII - Method of Payment	20-21
- OSSTF Dues	21
Article VIII - Benefits	21-22
Article IX - Sick Leave and Sick Leave Gratuity	23
- Deductions from Sick Leave Credits	23
- Absence Covered by Workplace Safety Insurance Board	24

Article IX (continued)

Sections	Page(s)
- Leave of Absence for Special Reasons not Chargeable to Cumulative Sick Leave	24
- Compassionate Leave of Absence	24
- Leave for Personal Business	24
- Leave for Jury of Witness Duty	25
- Leave for Examinations	25
- Leave for Federation Business	25
- Leave for Grievance, Arbitration and/or Mediation	25
- Other Leaves Requested by the Bargaining Unit	26
- Leave for the Birth of a Child	26
- Emergency Leave	26
- Inclement Weather	26
- Quarantine	26
- Sick Leave Credit Gratuity	26
Article X - Statutory Responsibility	27
Article XI - Leaves of Absence	27 to 30
- Pregnancy Leave	27-28
- Adoption Leave	28-29
- Parental Leave	29-30
Article XII - Vacancies	31-32
- Vacancies	31
- Advertising and Internal Posting of Staff Vacancies	31-32
Article XIII - Grievance and Arbitration Procedure	32 to 34
- Complaint Stage	32
- Grievance Procedure-Individual	32
- Grievance Procedure-Party	33
- Grievance Mediation	33
- Arbitration	33-34
Article XIV - Second Semester Retirement Plan	34-35
Article XV - Just Cause	35
Article XVI - Seniority, Transfer, Surplus, Redundancy and Recall Procedures	35 to 40
- Teacher Exchange	36
- Administrative Initiated Transfers	36-37
- Surplus Declaration	37
- Redundancy	37-38
- Recall	38-39
- External Hiring	39
- Other Options	39-40
- Principals and Vice-Principals	40

Section	Page(s)
Article XVII - Staff Generation and Allocation	40-41
- Secondary Schools Staffing Committee	40
- In School Staffing	41
Article XVIII - Working Conditions	41
Article XIX - Personnel Files	41-42
Article XX - Medical Procedure	42
Article XXI - Health and Safety	42
Article XXII - Teacher Evaluation	42
Article XXIII - Deferred Salary Leave Plan	43 to 45
- Purpose	43
- Description	43
- Qualifications	43
- Application	43
- Approval or Denial	43
- Conditions	43 to 45
Article XXIV - Probationary Period	45
Article XXV - Reasonable Exercise of Rights	45
Article XXVI - Termination of Employment	45
Article XXVII - General	45
Article XXVIII - Short Term Replacement of a Principal or Vice-Principal	46
Article XXIX - Criminal Background Check	46
Article XXX - Teacher Performance Appraisal	46
Article XXXI - E-Learning/Virtual Learning	46
Appendix A - Supplementary Benefits Plan	47
Appendix B - Sick Leave Gratuity Plans and Entitled Teachers	48 to 58
Letter of Understanding – (ADE)	59-60
Letter of Understanding - (Extra –Curricular Activities)	61
Signature Page	62

Preamble

Except as specifically provided herein, the words and phrases used in this Agreement shall be ascribed the meaning provided for in the Education Act as amended from time to time, and the Regulations thereto and shall be interpreted consistently with the provisions of the said Statutes and Regulations.

ARTICLE I – DEFINITIONS

- 1.01 BARGAINING UNIT shall be defined as District 1, Ontario North East, of the Ontario Secondary School Teachers' Federation.
- 1.02 CAMPUS shall be defined as an alternate work site or associated with a school, including but not limited to Gateway, PACE, and all Section 19 locations.
- 1.03 CREDIT is granted in recognition of completion of a course within the time stipulated by the Ministry of Education and Training for the granting of a credit.
- 1.04 DAY shall be defined as school day unless otherwise indicated.
- 1.05 A DEPARTMENT HEAD shall be defined as a Teacher in charge of an organisational unit. A person appointed to this position shall hold Specialist Qualifications in at least one of the areas of the organisational unit or shall obtain such qualifications within two school years.
- 1.06 DISCIPLINE shall be defined as a suspension with or without pay, loss of pay for disciplinary purposes, or a letter of reprimand from the Employer or Supervisory Officer or Principal or Vice Principal, or a letter of reprimand which is copied to a Supervisory Officer or the Teacher's Personnel File or to the Teacher.
- 1.07 DISPLACEMENT shall be defined as the transfer of the most junior Teacher who is not declared redundant, to a vacancy in a school or entity which was created by the declaration of redundancy.
- 1.08 EMPLOYER shall be defined as District School Board Ontario North East.
- 1.09 ENTITY shall be defined as Cochrane High School and Iroquois Falls Secondary School, or Englehart High School and Timiskaming District Secondary School, or Roland Michener Secondary School and Timmins High and Vocational School.
- 1.10 GRIEVANCE shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 1.11 ORGANISATIONAL UNITS shall be defined as those that were in place in each school as outlined in Articles 6.08, 6.09 and 6.10.
- 1.12 ORIGINATING SCHOOL shall be defined as the school including any campuses from which a Teacher has been transferred voluntarily, transferred, displaced, declared redundant, or been granted a leave of absence.

- 1.13 OSSTF shall be defined as the Ontario Secondary School Teachers' Federation.
- 1.14 PARTY shall be defined as either the Bargaining Unit or the Employer.
- 1.15 PERIOD shall be defined as the block of time or time allocation required by the Ministry of Education and Training for one credit.
- 1.16 PREDECESSOR BOARDS shall be defined as Cochrane – Iroquois Falls, Black River – Matheson Board of Education; Hearst Board of Education; Kapuskasing-Smooth Rock Falls and District Board of Education; Kirkland Lake Board of Education; Timiskaming Board of Education, and Timmins Board of Education.
- 1.17 REDUNDANT TEACHER shall be defined as one who is outside the projected staffing allocation in the system.
- 1.18 SCHOOL shall be defined as a secondary school which includes Ecole Secondaire Cochrane High School, Englehart High School, Hearst High School, Iroquois Falls Secondary School, Kapuskasing District High School, Kirkland Lake Collegiate and Vocational Institute, Roland Michener Secondary School, Smooth Rock Falls K-OAC (Secondary), Timiskaming District Secondary School, and Timmins High and Vocational School.
- 1.19 SCHOOL DAY shall be defined as an instructional day, Professional Activity day, Professional Development day, or examination day.
- 1.20 SEMESTER shall be defined as approximately half the instructional days including any examination, Professional Development, or Professional Activity days of the school year.
- 1.21 SPOUSE shall be defined as the legally married spouse of the Teacher or a person who cohabits with the Teacher in a common-law relationship and who is publicly represented as the Teacher's spouse.
- 1.22 STUDENT CONTACT shall be defined as a Teacher having contact with one student in one credit in one semester or equivalent. Portions of this will be recognised for partial credit.
- 1.23 SUPERVISION shall be defined as duties carried out in assigned time.
- 1.24 SURPLUS TEACHER shall be defined as one who is surplus to the Employer's projected staffing allocation to a secondary school or entity as determined by the Employer.
- 1.25 SYSTEM shall be defined as all secondary schools under the jurisdiction of the Employer.
- 1.26 TEACHER shall be defined as a member of the Teacher Bargaining Unit.

ARTICLE II - PURPOSE AND EFFECTIVE PERIOD

- 2.01 It is the intent and purpose of the Parties to this Agreement:
- 2.01.1 to maintain the existing harmonious relations between the Employer and the Bargaining Unit;
- 2.01.2 to recognise the mutual value of joint discussions in all matters referred to in this collective agreement; and
- 2.01.3 to set forth harmoniously the conditions of employment together with the salaries and the allowances which govern the Teachers who are covered by the Agreement;
- 2.01.4 to provide for the prompt and fair disposition of grievances;
- 2.01.5 to encourage effectiveness in the operation of our schools.
- 2.02 This Agreement shall be in effect from September 1, 2001 and shall continue in force up to and including August 31, 2004 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.
- 2.02.1 Notwithstanding the period of notice cited in 2.02, either party may notify the other, in writing within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.03 If either party gives notice of its desire to negotiate amendments in accordance with 2.02.1, the parties shall meet within fifteen (15) calendar days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 2.04 No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 2.05 There shall be no strike or lock-out during the term of this Agreement. The terms "strike and lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE III - RECOGNITION

- 3.01 The Employer recognises the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the District School Board ONE and
- 3.01.1 assigned as Teachers to one or more secondary schools or to perform duties in respect of such schools all or most of the time.
- 3.02 The Employer recognises the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of OSSTF.
- 3.03 The Employer recognises 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 in all matters pertaining to the negotiation and administration of this Agreement.
- 3.04 The Teachers recognise the right of the Employer to consult with their professional management and to obtain other such additional outside assistance as the Employer considers appropriate.
- 3.05 The Employer further recognises the right of OSSTF to represent a member at any meeting when corrective counselling is being administered.

ARTICLE IV – WORKLOAD

- 4.01.1 Full-time classroom teachers, including Special Education teachers who deliver credits, will be assigned time-tabled duties consisting of credit courses, credit-equivalent courses, TAP, on-calls, supervision, and remedial time to reach a maximum of 6.67 eligible program workload in accordance with the Ontario Education Act and Regulations as amended. As part of the 6.67 eligible programs no classroom teacher shall be assigned more than 3 periods of credit courses or credit equivalent courses in one semester. Each full-time classroom teacher shall be assigned a maximum of 1250 minutes for each five (5) instructional days on average over the school year.
- 4.01.2 Notwithstanding 4.01.1, full-time Library, Guidance, co-operative Education, Special Education Teachers, Alternative Learning and Teachers of specialized "four credit packaged" programs (such as Bridges), may be fully assigned to an unstructured timetable in their areas during the instructional day. Teachers assigned in this manner shall not be assigned any other duties.
- 4.01.3 Teachers who are assigned part-time classroom instruction shall be assigned equivalent programs pro-rated to their full-time classroom instruction.
- 4.01.4 As part of the 6.67 eligible program workload, full-time classroom Teachers shall be assigned 0.67 equivalent programs comprised of TAP, remedial time, supervision and on-calls. The assignment of such duties shall not exceed 0.42 of the aggregate system workload assignments.

- 4.01.5 No classroom Teacher identified under 4.01.1 shall be assigned more than 3.5 periods of eligible programs per semester. Of the 3.5 periods of eligible programs, no more than 2 half-credit courses may be assigned without the mutual consent of the Principal, the teacher and the Bargaining Unit.
- 4.01.6 The Principal shall determine the supervision assignments, in consultation with the Branch President or designate.
- 4.01.7 No teacher shall be assigned more than 160 consecutive minutes of instructional time and/or supervision without a minimum ten (10) minute break.
- 4.01.8 A Teacher will not be assigned more than one supervision, remedial period or on-call in a day. Such assignment shall not exceed one-half period in length.
- 4.01.9 A Teacher will not be assigned more than two (2) supervisions, remedial periods or on-calls in one week. Such assignments shall be equitably timetabled and performed within the instructional day .
- 4.01.10 During the school year, each classroom Teacher may be scheduled for up to a maximum of forty (40) half-periods of on-call per year. On-calls in excess of forty (40) half-periods may be assigned with the consent of the Principal, the Teacher and the Bargaining Unit. The number of on-calls shall be prorated for part-time Teachers.
- 4.01.10.1 Except in the case of an emergency situation, Teachers shall be notified of any on-call assignments a minimum of 30 minutes prior to the commencement of regularly scheduled classes. It is understood that a message in the Teacher's mailbox constitutes notification.
- 4.01.10.1.1 Emergency shall be defined as an unforeseen circumstance occurring during that school day.
- 4.01.10.2 Supervision may include supervision required during the lunch period, before school and after school bus supervision.
- 4.01.10.3 Supervision time will be equitably allocated.
- 4.01.10.4 Supervision time will count towards the 6.67 eligible program workload.
- 4.01.10.5 Supervision, remedial periods or on-calls may be blocked in consultation with Branch President or designate.
- 4.01.10.6 The number of on-call assignments, and supervision time will be prorated for part-time Teachers and Teachers on reduced assignment and shall be equitably distributed.
- 4.01.10.7 A Teacher who has completed two (2) supervisions or on-calls in the week may be assigned a supervision, or on-call in an emergency situation, which arises during that School Day; such supervision or on-call will count towards the total number of supervisions or on-calls.

- 4.01.11 Records of on-calls and supervision assignments will be kept, and will be reviewed by the Branch President or designate and the Secondary Schools Staffing Committee. Time during the school day not assigned in accordance with 4.01.1 shall be available to the Teacher for preparation and marking.
- 4.01.12 Upon ratification and at the beginning of each semester, the Branch President or designate shall monitor class sizes and the distribution of workload in each semester and shall review individual Teacher workload (including assignment of half-credit classes, per pupil contacts, and multi-level/multi-grade classes). Instances of inappropriate Teacher workload shall be referred back to the Secondary Schools Staffing Committee with recommendations for resolution.
- 4.01.13 Concerns regarding the equity of teaching assignments will be reviewed by the Secondary Schools Staffing Committee.
- 4.01.14 No teacher shall be assigned administrative duties normally performed by management except as per Article XXVIII (Replacement of a Principal or Vice-Principal).
- 4.01.15 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:45 AM and 2:00 PM.
- 4.01.16 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary. Extra-curricular activities shall not be assigned to any Teacher.
- 4.01.17 A Teacher with a mixed schedule of classroom and non-classroom teacher workload may be assigned to a maximum teacher workload proportional to the fraction of their classroom and non-classroom assignment to a maximum of 1250 minutes assigned time per week, in accordance with the following FTE status table:

Unstructured Periods							
In-class periods	0	1	2	3	4	5	6
0	XX	0.17 FTE U=0.33	0.33 FTE U=0.67	0.5 FTE U=1.0	0.67 FTE U=1.33	0.83 FTE U=1.67	1.0 FTE U=2.0
1	0.17 FTE A=0.07	0.33 FTE A=0.07 U=0.33	0.5 FTE A=0.07 U=0.67	0.67 FTE A=0.07 U=1.0	0.83 FTE A=0.07 U=1.33	1.0 FTE A=0.07 U=1.67	XX
2	0.33 FTE A=0.14	0.5 FTE A=0.14 U=0.33	0.67 FTE A=0.14 U=0.67	0.83 FTE A=0.14 U=1.0	1.0 FTE A=0.14 U=1.33	XX	XX
3	0.5 FTE A=0.21	0.67 FTE A=0.21 U=0.33	0.83 FTE A=0.21 U=0.67	1.0 FTE A=0.21 U=1.0	XX	XX	XX
4	0.67 FTE A=0.28	0.83 FTE A=0.28 U=0.33	1.0 FTE A=0.28 U=0.67	XX	XX	XX	XX
5	0.83 FTE A=0.35 U=0	1.0 FTE A=0.35 U=0.33	XX	XX	XX	XX	XX
6	1.0 FTE A=0.42 U=0	XX	XX	XX	XX	XX	XX

A = equivalent periods of other assigned duties (ie: supervision, TAP, remedial, oncalls...)

= in-class periods /6 x 0.42

Example: 5 periods in class = $5/6 \times 0.42 = 0.35$ extra periods of assigned duties

U = equivalent periods of other unstructured time

= unstructured periods /6 x 2

Example: 5 periods unstructured = $5/6 \times 2 = 1.67$ extra periods of unstructured duties

4.02 Teachers who have physical education qualifications noted on their Ontario Teacher's Qualifications Record Card may be assigned supervision of a gymnasium during the supervision specified in 4.01

4.02.1 Notwithstanding 4.02, by mutual consent, a Teacher may agree to supervision of a gymnasium during the supervision specified in 4.01.

ARTICLE V – GRID PLACEMENT

- 5.01 No Teacher shall be newly appointed at a salary different than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.
- 5.02 A Teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount of salary as outlined in Article V (*Grid Placement*).
- 5.03 In order to receive retroactive pay to September in any school year for a change in category or allowances, a Teacher must:
- 5.03.1 have successfully completed the necessary course requirements for change by August 31 preceding the school year,
- 5.03.2 have notified the Employer, in writing by December 1st of the school year that he/she has applied or will be applying for a certification rating statement, indicating the category change expected; and
- 5.03.3 have submitted the necessary category rating statement to the Employer by May 31 of the school year.
- 5.04 In order to receive retroactive pay to January 1, in any school year for a change in category or allowances, a Teacher must:
- 5.04.1 have successfully completed the necessary course requirements for the change by December 31 of the school year;
- 5.04.2 have notified the Employer, in writing by February 15 of the school year that he/she has applied for or intends to apply for a certification rating statement, indicating the category change expected; and
- 5.04.3 have submitted the necessary category rating statement to the Employer by May 31 of the school year.
- 5.05 Where, if applicable, no proof of category is submitted, the Teacher will be placed in Category 1, until an original Certification Rating Statement from OSSTF is submitted.
- 5.05.1 Failure to submit the necessary documents in accordance with 5.03 or 5.04 shall result in waiver of retroactive pay. Should any delay be caused by OSSTF or College of Teachers, all correspondence is to be forwarded to the Director or designate with a request for special consideration. Correspondence should indicate that the necessary steps were taken soon enough to warrant receipt of all necessary documentation.
- 5.05.2 The granting of the request shall be at the sole discretion of the Director or designate.
- 5.06 Category Definitions shall be those outlined by OSSTF Certification Regulations in effect for the 2003/2004 school year. In order to receive salary beyond Category 1 level, an original certification rating statement from OSSTF must be submitted.

ARTICLE VI – SALARY SCHEDULE AND ALLOWANCES

6.01 The minimum salary for each category and the increments for years of teaching experience, shall be set out in the following salary grid:

Effective September 1, 2002 2.6% Increase

Years of teaching experience	cat 1	cat 2	cat 3	cat 4
0	\$35,476	\$36,768	\$39,971	\$42,139
1	\$37,474	\$38,934	\$42,551	\$44,900
2	\$39,472	\$41,097	\$45,131	\$47,665
3	\$41,468	\$43,263	\$47,716	\$50,426
4	\$43,463	\$45,427	\$50,301	\$53,187
5	\$45,466	\$47,591	\$52,880	\$55,953
6	\$47,460	\$49,753	\$55,467	\$58,714
7	\$49,460	\$51,922	\$58,049	\$61,478
8	\$51,457	\$54,083	\$60,629	\$64,240
9	\$53,453	\$56,246	\$63,216	\$67,001
10	\$55,449	\$58,414	\$65,796	\$69,764
11	\$58,200	\$60,621	\$68,378	\$72,528

Effective February 1, 2003 .6% Increase

Years of teaching experience	cat 1	cat 2	cat 3	cat 4
0	\$35,689	\$36,988	\$40,211	\$42,392
1	\$37,698	\$39,167	\$42,807	\$45,169
2	\$39,709	\$41,344	\$45,401	\$47,951
3	\$41,717	\$43,523	\$48,002	\$50,728
4	\$43,724	\$45,700	\$50,602	\$53,506
5	\$45,739	\$47,877	\$53,197	\$56,289
6	\$47,744	\$50,051	\$55,799	\$59,066
7	\$49,757	\$52,233	\$58,397	\$61,847
8	\$51,766	\$54,407	\$60,993	\$64,625
9	\$53,773	\$56,584	\$63,595	\$67,403
10	\$55,782	\$58,765	\$66,191	\$70,182
11	\$58,549	\$60,985	\$68,788	\$72,963

Effective June 1, 2003 .95% Increase

Years of teaching experience	cat 1	cat 2	cat 3	cat 4
0	\$36,028	\$37,340	\$40,593	\$42,794
1	\$38,057	\$39,539	\$43,213	\$45,598
2	\$40,086	\$41,737	\$45,833	\$48,406
3	\$42,113	\$43,936	\$48,459	\$51,210
4	\$44,140	\$46,134	\$51,083	\$54,014
5	\$46,173	\$48,331	\$53,703	\$56,823
6	\$48,198	\$50,527	\$56,329	\$59,627
7	\$50,230	\$52,730	\$58,952	\$62,434
8	\$52,257	\$54,924	\$61,573	\$65,239
9	\$54,284	\$57,121	\$64,199	\$68,043
10	\$56,312	\$59,323	\$66,820	\$70,849
11	\$59,105	\$61,564	\$69,442	\$73,656

Effective September 1, 2003 all steps on the grid shall be increased by 2.7% and .8% on August 31, 2004.

Effective September 1, 2003 2.7% Increase

Years of teaching experience	cat 1	cat 2	cat 3	cat 4
0	\$37,000.65	\$38,347.90	\$41,688.74	\$43,949.85
1	\$39,084.13	\$40,606.87	\$44,380.03	\$46,829.47
2	\$41,168.67	\$42,863.70	\$47,070.24	\$49,713.38
3	\$43,250.01	\$45,122.67	\$49,766.88	\$52,593.00
4	\$45,331.34	\$47,379.50	\$52,462.45	\$55,472.63
5	\$47,420.16	\$49,636.33	\$55,152.67	\$58,357.60
6	\$49,499.36	\$51,891.02	\$57,850.38	\$61,237.22
7	\$51,586.04	\$54,153.20	\$60,543.80	\$64,120.06
8	\$53,668.45	\$56,406.82	\$63,235.09	\$67,000.75
9	\$55,749.78	\$58,663.65	\$65,932.80	\$69,880.38
10	\$57,832.18	\$60,924.76	\$68,624.09	\$72,762.14
11	\$60,701.11	\$63,226.53	\$71,316.44	\$75,644.98

Years of teaching experience	cat 1	cat 2	cat 3	cat 4
0	\$37,296.66	\$38,654.69	\$42,022.25	\$44,301.45
1	\$39,396.80	\$40,931.73	\$44,735.07	\$47,204.11
2	\$41,498.02	\$43,206.61	\$47,446.81	\$50,111.08
3	\$43,596.01	\$45,483.65	\$50,165.02	\$53,013.75
4	\$45,693.99	\$47,758.54	\$52,882.15	\$55,916.41
5	\$47,799.53	\$50,033.42	\$55,593.89	\$58,824.46
6	\$49,895.35	\$52,306.15	\$58,313.18	\$61,727.12
7	\$51,998.73	\$54,586.42	\$61,028.15	\$64,633.02
8	\$54,097.79	\$56,858.07	\$63,740.97	\$67,536.76
9	\$56,195.78	\$59,132.96	\$66,460.26	\$70,439.42
10	\$58,294.84	\$61,412.16	\$69,173.08	\$73,344.24
11	\$61,186.72	\$63,732.34	\$71,886.98	\$76,250.14

6.01.1 The annual increment structure is set out in 6.01. The effective date for all increment changes shall be the first day of September in each year.

6.02 **Credit for Elementary and Secondary Teaching Experience**

6.02.1 Credit shall be given for all full-time and part-time teaching experience in elementary and secondary schools in Canada

6.02.2 Experience on contract less than a complete year shall be pro-rated as a decimal of a year, correct to one decimal place, computed as: Number of school days of experience divided by number of school days in school year, accumulated at the end of each school year

6.02.3 When accumulated experience equals or exceeds 0.6, placement on the salary schedule shall be at the next year of experience the following September.

6.02.4 When accumulated experience is less than 0.6, placement on the salary schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent of experience times the grid interval. For example, 4.2 years shall be grid salary for 4 years plus 0.2 x (grid interval between 4 years and 5 years in the appropriate category).

6.02.5 Part-time teaching experience will be pro-rated as a decimal of full-time teaching.

6.02.6 When in the judgement of the Director or designate, other teaching experience as deemed valid equivalent of teaching experience in Secondary and /or Elementary schools in Ontario, the allowance shall be set in accordance with the grids set forth in 6.01 and the Bargaining Unit shall be notified.

- 6.03 **Related Industrial or Trade Experience**
- 6.03.1 Related Industrial or Trade Experience above the requirements for entrance to an Ontario Faculty or College of Education shall be paid as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as a full year with the seven (7) year maximum without retroactivity of payment.
- 6.03.2 **Business and Professional Experience**
- 6.03.2.1 Business and Professional Experience either acquired after graduation from a university or other acceptable post-secondary school of learning, or acquired above requirements for entrance to an Ontario Faculty of Education shall be as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as a year (1) within the seven (7) years maximum without retroactivity of payments.
- 6.04 **Documentation**
- 6.04.1 The onus shall be on a newly hired Teacher to produce verification of the types of experience set forth in sections 6.03, and 6.03.2 within four (4) months of the effective date of hiring.
- 6.04.1.1 At the point of hiring, the Employer shall inform each newly hired Teacher of the necessity of producing the verification set forth in 6.04.1.
- 6.04.2 **Records**
- 6.04.2.1 Upon hiring a Teacher the Employer shall furnish the Teacher with a copy of the Collective Agreement and the Agreement will be posted in Docushare.
- 6.04.3 The Employer shall provide to the Teacher a statement which indicates for each type of allowance granted:
- 6.04.3.1 The total number of years and/or part-years accepted by the Employer at the time of hiring and the dollar rate per year that was granted and
- 6.04.3.2 the total number of years and/or part-years documented by the Teacher under each type of allowance whether granted or not.
- 6.04.4 The Employer shall send Teachers a written acknowledgement of any changes in qualifications.
- 6.05 The Employer may not reduce the allowance as specified in 6.03 once a Teacher is hired or first given an assignment. Allowances for experience will in no way pierce the grid maximum category.
- 6.06 The Employer may create extra positions of additional responsibility. Consultation shall occur with the Bargaining Unit President or designate prior to such creation.

6.07 **POSITIONS OF RESPONSIBILITY**

6.07.1 **Interviews**

6.07.2 An Interview Team of at least two persons, who are Superintendents, Staff Designates, Secondary Principals or Vice Principals, shall complete the interviews for the positions of additional responsibility

6.08 **Designation**

6.08.1 The designation of the positions allotted to each school will be curriculum-based, equitable, and determined by the school Principal and Branch President, after consultation with the teaching staff. Final approval shall be made by the Regional Superintendent of Schools.

6.09 **Term of Appointment**

6.09.1 Each appointment for a position of additional responsibility (Major and Minor Heads) shall have a term of three (3) years.

6.10 **Positions of Added Responsibility**

6.10.1 There shall be Major and/or Minor Department Heads in secondary schools that form part of District School Board Ontario North East. Minor Department Heads shall receive one half the allowance of Major Department Heads.

6.10.2 There shall be the equivalent of forty-seven (47) Major Department Heads in secondary schools.

6.10.2.1 A secondary school shall have a minimum of one (1) Major Department Head.

6.10.3 The allocation of department heads shall be as follows:

6.10.3.1	Hearst High School:	1 Major Department Head
6.10.3.2	Smooth Rock Falls:	1 Major Department Head
6.10.3.3	Kapuskasing District High School:	3 Major Department Heads and 1 Minor Department Head
6.10.3.4	Ecole Secondaire Cochrane High School:	3 Major Department Heads
6.10.3.5	Iroquois Falls Secondary School:	4 Major Department Heads and 1 Minor Department Head
6.10.3.6	Roland Michener Secondary School:	4 Major Department Heads and 1 Minor Department Head.
6.10.3.7	Timmins High And Vocational School:	10 Major Department Heads
6.10.3.8	Kirkland Lake Collegiate and Vocational Institute:	7 Major Department Heads
6.10.3.9	Englehart High School:	2 Major Department Heads and 1 Minor Department Head
6.10.3.10	Timiskaming District Secondary School:	10 Major Department Heads

6.10.4 School principals may organize secondary schools using any combination of Department Heads (Major or Minor) providing it is in accordance with 6.10.1 of the Current Agreement.

- 6.10.4.1 The designation of the positions allotted to each school will be equitable and determined by the school Principal & Branch President after consultation with staff.
- 6.10.4.2 It is understood that two (2) Minor Department Heads equals one (1) Major Department Head.
- 6.10.5 The Superintendent of Business and Finance, on or before June 30 for the following school year will calculate the amount designated in the General Legislative Grants for payment of allowances to Major or Minor Department Heads in secondary schools
- 6.10.5.1 The calculated amount from the General Legislative Grants divided by forty-seven (47) will equal the allowance paid to a Major Department Head.
- 6.10.5.2 The amount paid to a Major Department Head divided by two (2) will be paid to a Minor Department Head.
- 6.10.5.3 The following describes the calculation using the amount available for the 2000-2001 school year.
- Amount designated from the General Legislative Grants = \$150,448
 Allowance for Major Head: $\$150,448 \div 47 = \3200
 Allowance for Minor Head: $\$3200 \div 2 = \1600

6.11 **Regional Co-ordinators**

- 6.11.1 Each region may have the following positions of additional responsibility:
- 6.11.1.1 Computer Services;
 6.11.1.2 Special Education;
 6.11.1.3 Curriculum; and
 6.11.1.4 Teacher Diagnostician.
- 6.11.2.1 Each Regional Co-ordinator shall be paid 115% of category IV maximum as outlined in 6.01.
- 6.11.2.2 Each Teacher Diagnostician shall be paid 105% of category IV maximum as outline in 6.01.
- 6.11.2.3 A Teacher at an alternate worksite who is in charge of alternative education (PACE, Gateway) shall be paid 110% of category IV maximum as outlined in 6.01.

6.12 **Allowances for Degrees**

- 6.12.1 The allowance for a Master's Degree from an Ontario University or equivalent university shall be \$1,100. It can pierce the maximum applicable grid salary.

- 6.13 The salary of a part-time Teacher shall be calculated in accordance with the following formula:
S = (G + M) x D/Y x FTE
S = Salary
G = Grid Salary (including 6.03)
M = Allowances for Degrees (if applicable)
D = Number of School Days employed in the semester
Y = Number of School Days in a school year
FTE = Teacher's full-time equivalent status (as per 4.01.17)

6.14 **Summer School**

- 6.14.1 That for encouragement to and assistance for Teachers to upgrade and/or update, the Employer agrees to pay within sixty (60) days of completion of a course for additional qualifications \$60 per week to a maximum of \$360 to a Teacher under contract who after one (1) year's service with the Employer or predecessor Boards completes successfully a course for additional qualifications taken beyond the basic teaching certificate. Effective August 31/2001, the \$60 per week applies to summer school only.

6.15 **Conferences**

- 6.15.1 The Employer shall reimburse the Teacher for all reasonable expenses, in accordance with Board policy, connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher at the request of the Employer.

6.16 **Alternative Education**

- 6.16.1 Alternate and Adult Education Teachers who teach in regular classes are to be paid in accordance with 6.01. Teachers in Section 19 locations shall be paid in accordance with the funding received by the Board for the program.

6.17 **Summer School**

- 6.17.1 Summer School Teachers are to be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 6.01.

6.18 **Independent Study**

- 6.18.1 Teachers who teach by independent study shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 6.01.

6.19 **Night School**

- 6.19.1 Teachers who teach at night school shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 6.01.

6.20 **Continuing Education**

- 6.20.1 Teachers who teach continuing education credits shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 6.01.

6.21 **Correspondence**

- 6.21.1 Teachers who teach by correspondence shall be paid according to the following:
 - 6.21.1.1 -4 units contact: \$7.95 each
 - 6.21.1.2 -20 lessons at the Grade 9, 10, or 11 level: \$7.95 each
 - 6.21.1.3 -20 lessons at the Grade 12 or O.A.C. level: \$12 each
 - 6.21.1.4 -3 units exams \$23.85 each

ARTICLE VII – METHOD OF PAYMENT

- 7.01.1 Full-time Teachers, part-time Teachers and Teachers on reduced assignment who are allocated equal number of periods in each semester are paid their annual salary according to the following:
 - 7.01.1.1 7.6923% on the first Thursday of September
 - 7.01.1.2 15.384615% on the last teaching Thursday in June
 - 7.01.1.3 The remaining 76.923085% shall be paid in equal instalments every second Thursday following 7.01.1.1
- 7.01.2 Payment by each Teacher for statutory deductions and benefits determined by the Bargaining Unit shall be made in equal deductions.
- 7.02.1 Part-time Teachers and Teachers on reduced assignments who are allocated periods in only one semester are paid in equal payments on the same dates as full-time Teachers during that semester.
- 7.02.2 Part-time Teachers and Teachers on reduced assignment shall have the option to be paid their annual salary in equal payments on the same dates as the full-time Teachers during the school year providing that some of their teaching duties are in the first semester
- 7.02.3 For a part-time Teacher, salary, sick leave credits 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 of 6.0 classes and 0.67 equivalent programs not to exceed 1250 minutes.

ASSIGNMENT	FTE STATUS
1 class	17%
2 classes	33%
3 classes	50%
4 classes	67%
5 classes	83%
6 classed	100%

- 7.03 Part-time Teachers may make other special arrangements as approved by the Director of Education or designate in consultation with the President of the Bargaining Unit or designate.
- 7.04 Retroactive pay as a result of change in category or change in teaching assignment or promotion or resolution of grievance(s) or the signing of a memorandum of agreement shall be paid to the Teacher(s) within forty-five (45) calendar days.

- 7.05 Teachers who leave the employ of the Board will be paid any salary owing up to the last day worked.
- 7.06 Where a Teacher works only a part of the school year, the Teacher shall be paid a salary in the proportion that the number of days which the Teacher works bears to the total number of work days in the school year.
- 7.07 **OSSTF Dues**
- 7.07.1 On each pay date on which a Teacher is paid, the Employer shall deduct from each Teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 7.07.2 The OSSTF dues deducted in 7.07.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance numbers, annual salary, salary for the period, and the amounts deducted.
- 7.07.3 Dues specified by the Bargaining Unit no later than June 30 of the preceding school year, if any, shall be deducted on each pay date and remitted to the Treasurer of OSSTF District 1 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance numbers, annual salary, salary for the period, and the amounts deducted.
- 7.07.4 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.
- 7.08 Unless unforeseen circumstances occur, the Employer shall provide the pay information slip to each Teacher at least one day prior to the day on which the direct deposit of the pay is made.

ARTICLE VIII - BENEFITS

- 8.01 Participation in the Insured Benefit Plans is compulsory for all Teachers 0.5 full-time equivalent or greater.
- 8.02 Effective September 1, 2002 the employer shall contribute to the Bargaining Unit \$2266 for each 0.5 full-time equivalent or greater Secondary School Teacher employed by the Employer for extended health, dental, group life, and accidental death and dismemberment insurance plans. The total count of 0.5 full time equivalent or greater shall be determined in the following manner:

[No.of 0.5 FTE + No. of 1.0 FTE (Oct. 31/02) + No. of 0.5 FTE +No. of 1.0 FTE (March 31/03)]

2

It is understood that the payment is for the school year of September 1 to August 31.

Effective September 1, 2003 the employer shall contribute to the Bargaining Unit \$2554 per each 0.5 full time equivalent or greater Secondary School Teacher employed by the Employer. The total count of 0.5 full time equivalent or greater shall be determined in the following manner:

[No. of 0.5 FTE + No. of 1.0 FTE (Oct. 31/03) + No. of 0.5 FTE + No. of 1.0 FTE (March 31/04)]

2

It is understood that the payment is for the school year of September 1 to August 31.

Effective September 1, 2003 the benefit dollar amount in 8.02 shall be \$2554.

- 8.03 Notwithstanding 8.02 the Employer shall assume the costs and administration of statutory benefits for all Teachers.
- 8.04 The Employer is not the insurer of benefits for the Teachers.
- 8.05 The money specified in 8.02 shall be remitted to the carrier or agent as specified by the Bargaining Unit in quarterly payments on the first of October, January, April and July.
- 8.06 The Bargaining Unit shall assume all administration of the benefits, excluding statutory benefits, for the Teachers.
- 8.07 Annually, the Employer shall supply the Bargaining Unit with:
 - 8.07.1 an updated list of Teachers and newly hired Teachers including their F.T.E., on or before September 30 and on or before February 28;
 - 8.07.2 a list of F.T.E.'s as of October 31, on or before November 30.
- 8.08 The Bargaining Unit shall assume the responsibility for instructing the Employer what portion of the benefits allocation to report for the taxable benefits on the T-4 slips
- 8.09 All Teachers shall participate in Long Term Disability Insurance as a condition of employment.
 - 8.09.1 One hundred percent of the premium for the Long Term Disability plan shall be paid by the Teacher.
 - 8.09.2 Notwithstanding 8.09 any Teacher who transferred from a predecessor Board and who had the right to opt out of the plan, shall continue to have that right.
 - 8.09.3 The Employer neither is the policyholder of the Long Term Disability contract nor shall be liable should a claim for Long Term Disability be denied.

ARTICLE IX – SICK LEAVE AND SICK LEAVE GRATUITY

- 9.01.1 Each Teacher shall accumulate sick leave credits to a maximum of 260 days.
- 9.01.1.1 The Employer shall keep a record of the credits, accumulated credits and deductions therefrom.
- 9.01.2 At the commencement of employment, and at the beginning of each school year, the Teacher's sick leave account shall be credited with 20 days sick leave. It is understood that the Teacher must be actively at work to receive the sick leave credits.
- 9.01.3 Where a Teacher commences employment after September 1 in any year, for the purpose of 9.01.2, the 20 days per year shall be prorated.
- 9.01.4 When an employee of another Board which has established a sick leave credit plan becomes a Teacher, he/she shall be entitled to have placed to his/her credit the sick leave credits standing to his/her credit in the plan of the Board which previously employed him/her, provided that there is no intervening employment.
- 9.01.5 By October 31, in each school year or within one month of leaving the employment of the Employer, a Teacher shall be entitled to receive a statement of his/her cumulative sick leave credit, duly certified by the Employer.
- 9.01.6 A Teacher who is on a Leave of Absence or who is receiving benefits from Long Term Disability Insurance shall not be credited with sick leave credits for the period of leave or disability.
- 9.01.6.1 Upon return to duty, the Teacher shall have his/her sick leave credits prorated for the balance of the school year.
- 9.01.7 Leave with pay shall cease when the sick leave credit is exhausted unless further leave with pay is authorized by the Employer.
- 9.01.8 At the end of the school year, the unused balance of the sick leave will be credited to the Teacher's sick leave account.
- 9.01.9 Errors and omissions must be reported to Payroll prior to December 15 of that year.
- 9.02 **Deductions from Sick Leave Credits**
- 9.02.1 Absence over five (5) school days may be certified by a qualified chiropractor, medical or dental practitioner.
- 9.02.2 Notwithstanding 9.02.1, the Director of Education or designate may require, given reasonable grounds, a Teacher to submit a certificate for a period of absence fewer than five (5) days from a Board-designated medical practitioner.
- 9.02.3 The Employer will pay the cost of any medical certificate from the Employer's designated medical practitioner requested by the Employer with reasonable grounds.
- 9.02.4 Deduction for absence because of illness, emotional or physical disability, or medical appointments shall be calculated to the nearest quarter of a day.

9.03 **Absence Covered by Workplace Safety Insurance Board**

9.03.1 A teacher must accept any payment of an award by the Workplace Safety Insurance Board made in respect of loss of salary unless an appeal is made. When all appeals have been finalised, the Teacher shall pay the amount received, as a result of the Appeal, to the Employer.

9.03.2 A teacher shall have the right to use sick leave credits, on a pro-rated basis, to supplement his/her salary award by the Workplace Safety Insurance Board, provided that the combined sums do not exceed his/her regular salary for the period of the award.

9.04 **Leave of Absence for Special Reasons not Chargeable to Cumulative Sick Leave**

9.04.1 Provided that the Teacher has given verbal notification to the Principal or designate prior to the taking of the leave, the Teacher will be granted absence from duty because of bereavement or severe illness in the Teacher's immediate family up to, but not exceeding five (5) school days on each occasion, with pay and benefits outlined in Article VIII (*Benefits*)

9.04.1.1 However, there may be exceptional situations where the Teacher may be granted leave, subject to the approval of the Director of Education or a designate.

9.04.1.2 Immediate family shall be defined as parent, parent-in-law, spouse, fiancé(e), sibling, child, grandparent, grandchild, foster child, ward, niece, nephew, aunt, uncle, guardian, dependant family member, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

9.04.2 **Compassionate Leave of Absence**

9.04.2.1 Compassionate leave is leave which is granted to a Teacher because of a family or personal crisis.

9.04.2.2 Exclusive of absence due to sickness, the Employer through the Director of Education or designate may grant Compassionate leave up to a maximum of five (5) days with pay and benefits under Article VIII (*Benefits*) for any individual request. Compassionate leave may be received consecutively and in addition to the number of days granted in Section 9.04.1

9.04.3 **Leave for Personal Business**

9.04.3.1 Exclusive of absence due to sickness, the Employer will grant three (3) personal leave days annually without loss of salary, experience, seniority, or benefits under Article VIII (*Benefits*) to a Teacher, upon request to the Principal.

9.04.3.2 Whenever possible, five (5) days notice shall be given.

9.04.3.3 Except for unusual circumstances, personal leave days shall not be used immediately preceding or immediately following school breaks – Christmas and March Break.

9.04.4 **Leave for Jury or Witness Duty**

9.04.4.1 Leave of absence shall be granted without deduction of salary, experience, seniority, and benefits under Article VIII (*Benefits*) when a Teacher is required to serve on a jury or as a subpoenaed witness in any proceeding.

9.04.5 **Leave for Examinations**

9.04.5.1 Leave of absence for one day without loss of pay, experience, seniority, and benefits under Article VIII (*Benefits*) will be granted to a Teacher to write an examination, written to improve his/her professional or academic qualifications.

9.04.6 **Leave for Federation Business**

9.04.6.1 Upon written application to the Employer by the Bargaining Unit, the Employer through the Director of Education or a designate, will grant Leave for Federation Business.

9.04.6.2 The Bargaining Unit shall reimburse the Employer for the cost of any Occasional Teacher used to cover the Teacher taking Leave for Federation Business

9.04.6.3 Provided the Employer receives notification by May 31 in the preceding school year, the Employer will grant leave for designated member(s) of the Bargaining Unit for Federation duties without reduction in pay, allowances, benefits, increment, experience, seniority, or cumulative sick leave credits. The cost incurred of these long-term leaves will be borne by the Bargaining Unit who shall reimburse the Employer at the cost of Category II minimum for two full-time equivalent Teachers. The balance of approved long-term leaves shall be reimbursed at the actual cost of salary and benefits.

9.04.6.4 Leaves referred to above shall be without reduction in pay, allowances, benefits, increment, experience, seniority or cumulative sick leave credits.

9.04.6.5 The Teacher(s) on Leave for Federation Business shall retain all rights outlined in this Agreement as though he/she/they were teaching full-time.

9.04.7 **Leave for Grievance, Arbitration, and/or Mediation**

9.04.7.1 All Teachers required for grievance, arbitration, and/or mediation shall be granted leave without reduction in pay, allowances, benefits, increment, experience, seniority, or cumulative sick leave credits. The Employer shall provide and the Bargaining Unit pay for occasional teachers to replace the said Teachers.

9.04.7.2 There shall be no reprisals of any kind taken against any person(s) because of participation in negotiations, grievance, arbitration, and/or mediation, or because of the carrying out of Federation duties.

- 9.04.8 **Other Leaves Requested by the Bargaining Unit**
- 9.04.8.1 All other Bargaining Unit requested leaves as approved by the Director of Education or designate shall be without reduction in pay, allowances, benefits, increment, experience, seniority, or cumulative sick leave credits. The Employer shall provide and the Bargaining Unit shall pay for occasional teachers to replace said Teachers. Approval of such leaves shall not unreasonably be withheld.
- 9.04.9 **Leave for the Birth of a Child**
- 9.04.9.1 A Teacher shall be granted a leave of one (1) day without loss of salary, benefits, experience or seniority upon the birth of the child.
- 9.04.10 **Emergency Leave**
- 9.04.10.1 If a Teacher is unavoidably detained due to unforeseen circumstances, the Employer may grant an emergency leave without loss of salary, benefits, experience or seniority.
- 9.04.10.2 The Teacher shall notify the school of the delay as soon as reasonably possible.
- 9.04.11 **Inclement Weather**
- 9.04.11.1 A Teacher who is unavoidable detained because of inclement weather shall be granted leave without loss of salary, benefits, experience or seniority.
- 9.04.12 **Quarantine**
- 9.04.12.1 Leave with pay and without loss of benefits, experience or seniority shall be granted to a Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.
- 9.05 **Sick Leave Credit Gratuity**
- 9.05.1 All Teachers hired prior to September 1, 1998 shall continue to receive the retirement gratuity as specified in the collective agreement which was negotiated between the former Bargaining Unit and predecessor Board. The applicable provisions and the list of Teachers who receive the provisions will be listed in Appendix C (*Sick Leave Gratuity Plans and Entitled Teachers*).
- 9.05.2 The Employer shall make a contribution of \$3500 to the Group Retirement Savings Plan on behalf of each Teacher hired effective or after September 1, 1998. The Teacher shall receive the contribution after two continuous school years of employment. The calculation of service is to commence from September 30, or February 28, of the semester of hire.
- 9.05.3 The Bargaining Unit shall determine the carrier and plan design for the Group Retirement Savings Plan.

ARTICLE X - STATUTORY RESPONSIBILITY

- 10.01 The Employer agrees to abide by the Education Act, the Employment Standards Act, the Ontario Human Rights Code, and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder.

ARTICLE XI – LEAVES OF ABSENCE

- 11.01.1 When a Teacher is granted a leave of absence for a period of two (2) years or less, the Teacher shall return to the teaching staff at the same position he/she left provided it still exists. Otherwise he/she may return to an alternate position for which he/she is qualified at the discretion of the Employer in consultation with the President of the Bargaining Unit and the Principal concerned. The provision applies only if during the leave of absence, the Teacher informs the Employer by April 1 preceding the end of the leave of absence, of his/her decision to return to this educational system.
- 11.01.1.1 Notwithstanding 11.01.1, a Teacher on a leave of absence may request to extend the leave on or before April 1 preceding the end of the leave of absence.
- 11.01.2 When a Teacher is elected to political office (Federal or Provincial) or to Provincial office of the signatory Federation, he/she will be granted upon request a leave of absence. When the Teacher returns, he/she shall be given the first opportunity for a teaching position for which he/she is qualified in any secondary school under the jurisdiction of the Employer where an opening exists, provided that by April 1 preceding the end of the leave of absence the Teacher informs the Employer of his/her desire to return to this educational system.
- 11.01.3 Qualified teaching experience for the purposes of Article VI (*Salary Schedule and Allowances*) will not accrue for a Teacher who is granted a leave of absence in accordance with 11.01.1 or 11.01.2.
- 11.02 A Teacher who has been granted a leave of absence according to 11.01.2 will be exempt from the provisions of this clause. When a Teacher is granted a leave of absence for a period of more than two (2) years, the Teacher shall be given the first opportunity for a teaching position for which he/she is qualified, in any secondary school under the jurisdiction of the Employer where an opening exists, provided that by April 1 preceding the end of the leave of absence, the Teacher informs the Employer of his/her decision to return to this educational system.
- 11.03 **Pregnancy Leave**
- 11.03.1 Pregnancy Leave means leave taken for purpose of giving birth and/or recovering therefrom. A pregnant Teacher shall be entitled to Pregnancy Leave on a no pay basis as provided for in this Agreement.
- 11.03.2 A pregnant Teacher who intends to take Pregnancy Leave shall notify the Employer of the dates on which she intends to leave and return to active employment. The actual dates of leaving and returning, however may be altered for medical reasons.

- 11.03.3.1 A Teacher returning from Pregnancy Leave to active employment shall be reinstated to the position which she held prior to Pregnancy Leave. The Teacher may agree to accept an alternate position offered by the Employer.
- 11.03.3.2 Notwithstanding 11.03.3.1, the Teacher returning from Pregnancy Leave is subject to Article XVI (*Seniority, Transfer, Surplus, Redundancy, and Recall Procedures*).
- 11.03.4 The timing and length of the Pregnancy Leave will be in accordance with the relevant clause in The Employment Standards Act currently in force.
- 11.03.5 The Employer will continue to pay the benefits for a Teacher on Pregnancy Leave in accordance with Article VIII (Benefits) and insured benefits will be provided in accordance with the Employment Standards Act.
- 11.03.6 The Employer shall provide for Teachers on Pregnancy Leave a supplementary employment benefits plan approved by the Canada Employment and Immigration Commission in accordance with Appendix A (*Supplementary Benefits Plan*).
- 11.03.6.1 This plan will pay an allowance equal to ninety-five percent of the Teacher's normal weekly earnings during the mandatory two-week waiting period for Employment Insurance Pregnancy Benefits.
- 11.03.6.2 In order to qualify for the allowance stipulated in 11.03.6.1, the Teacher must be eligible and make application for Employment Insurance benefits prior to the allowance being payable and take the two week waiting period during the school year.
- 11.03.7 Nothing in this Article shall remove from the Teacher any of the rights to which she is entitled under the provisions of the Employment Standards Act or this Agreement.
- 11.03.8 The Employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on the Teacher because the Teacher is or will become eligible to take, intends to take or takes Pregnancy Leave.
- 11.04 **Adoption Leave**
- 11.04.1 Adoption Leave shall be granted without pay. The timing and length of the adoption leave shall be the same as 11.03.4.
- 11.04.2 A Teacher who intends to take Adoption Leave shall notify the Employer of the dates on which the Teacher intends to leave and return to active employment.
- 11.04.3 Subject to Article XVI (*Seniority, Transfer, Surplus, Redundancy, and Recall Procedures*), a Teacher returning from Adoption Leave shall be reinstated to the position which he/she held prior to Adoption Leave. The Teacher may agree to accept an alternative position offered by the Employer.
- 11.04.4 A Teacher on Adoption Leave may continue to benefit from the Benefit Plans in accordance with Article VIII (*Benefits*).

- 11.04.5 A Teacher shall be granted a leave of three (3) days without loss of salary upon the availability of a child to be adopted by him/her.
- 11.04.6 The Employer shall provide for Teachers on Adoption Leave a supplementary employment benefits plan approved by the Canada Employment and Immigration Commission in accordance with Appendix A (*Supplementary Benefits Plan*).
- 11.04.6.1 This plan will pay an allowance equal to ninety-five percent of the Teacher's normal weekly earnings during the mandatory two-week waiting period for Employment Insurance Adoption Benefits.
- 11.04.6.2 In order to qualify for the allowance stipulated in 11.04.6.1, the Teacher must be eligible and make application for Employment Insurance benefits prior to the allowance being payable and take the two-week waiting period during the school year.
- 11.05 **Parental Leave**
- 11.05.1 The definition of Parent and Parental Leave shall be the same as The Employment Standards Act of Ontario.
- 11.05.1.1 A Teacher who has been employed by the Employer for at least thirteen (13) weeks and who is the parent of the child is entitled to Parental Leave.
- 11.05.1.1.2 The timing and length of the Parental Leave will be in accordance with the relevant clause in The Employment Standards Act currently in force.
- 11.05.1.2 The leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 11.05.1.3 The Employer will continue to pay the benefits for a Teacher on Parental Leave in accordance with Article VIII (Benefits) and insured benefits will be provided in accordance with the Employment Standards Act.
- 11.05.2.1 Application for this leave must be made in writing to the Director of Education at least two (2) weeks prior to the date the leave is to begin.
- 11.05.2.2 This notice does not apply in the case of a Teacher who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- 11.05.2.3 The Parental Leave described in 11.05.1.1 begins on the day the Teacher stops working.
- 11.05.2.4 The Teacher must then give the Employer written notice that the Teacher wishes to take leave within two (2) weeks after the Teacher stops working.
- 11.05.3 Upon request, Parental Leave may be extended for a period of up to two (2) years.
- 11.05.3.1 During an extended Parental Leave, a Teacher shall not be entitled to any benefits except those explicitly granted by 11.05 or any related Act or Regulation.

- 11.05.4 The Employer shall pay 95% of the Teacher's salary for the first two weeks of Parental Leave, providing it is not an extension of a Pregnancy Leave.
- 11.05.4.1 The Employer shall not pay the benefits contribution for the period of extended leave under 11.05.3.1, nor shall the Bargaining Unit be liable for benefits during this extended leave.
- 11.05.5 The Employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on the Teacher because the Teacher is or will become eligible to take, intends to take or takes Parental Leave.
- 11.05.6 The Teacher who has given notice to begin Parental Leave as per 11.05.2.1 may change the notice to an earlier date if the Teacher gives the Employer at least two (2) weeks written notice before the earlier date.
- 11.05.6.1 The Teacher who has given notice to begin Parental Leave as per 11.05.2.1 may change the notice to a later date if the Teacher gives the Employer at least two (2) weeks written notice before the leave was to begin.
- 11.05.6.2 The Teacher who has given notice to end Parental Leave may change the notice to an earlier date if the Teacher gives the Employer at least four (4) weeks written notice before the earlier date.
- 11.05.6.3 The Teacher who has given notice to end Parental Leave may change the notice to a later date if the Teacher gives the Employer at least four (4) weeks written notice before the date leave was to end.
- 11.05.7 The Employer shall permit a Teacher to return to the duties the Teacher most recently held with the Employer or to a comparable position should that one no longer exist at the end of the Parental Leave with no loss of seniority, rights or benefits accrued prior to the commencement of the Parental Leave.
- 11.05.7.1 Notwithstanding this provision, the Teacher is subject to Article XVI (*Seniority, Transfer, Surplus, Redundancy, and Recall Procedures*).
- 11.05.7.2 The Teacher shall continue to accrue seniority and experience during Parental Leave except during extended periods granted under 11.05.3.
- 11.06 A Teacher returning to active teaching duties, with this Employer, after a leave of absence shall be entitled to the sick leave credit gratuity benefits and sick leave credits accumulated before the commencement of his/her leave of absence.
- 11.07 A Teacher returning to active teaching duties, with this Employer, after a leave of absence shall be entitled to the same seniority rights that he/she would accumulate at the rate he/she enjoyed prior to leaving. This excludes Teachers who apply for leave to other jobs that offer similar security of employment. A Teacher granted such leave shall not be eligible for any increment or increase in salary that would have been received had the leave not been taken. Teachers granted such leaves and the President of the Bargaining Unit will sign an agreement stating the duration of the leave and whether seniority rights will accrue or not during the leave prior to the taking of the leave.

ARTICLE XII – VACANCIES

- 12.01 **Vacancies**
- 12.01.1 Qualified Teachers shall receive a response to applications submitted for posted positions.
- 12.01.2 The Employer shall make every reasonable effort to interview qualified Teachers who apply for posted positions.
- 12.01.3 Any transfer which is mutually agreeable to the Teacher and the Director of Education or designate may be arranged at any time.
- 12.01.4 A vacancy is defined as a position left vacant as a result of the promotion, secondment (over 5 months), transfer, retirement, resignation or death of a Teacher.
- 12.01.4.1 Notwithstanding 12.01.4, the Employer may decide not to fill a vacancy for the sole reason that the full-time equivalent student enrolment on October 31 for that school is twenty-two full-time equivalent students less than the projected full-time equivalent student enrolment.
- 12.01.4.2 The Employer shall provide the President of the Bargaining Unit or designate with all relevant information prior to the decision outlined in 12.01.4.1.
- 12.02 **Advertising and Internal Posting of Staff Vacancies**
- 12.02.1 No Teacher position shall be advertised externally until all qualified Teachers as identified in Article XVI (*Seniority, Transfer, Surplus, Redundancy, and Recall Procedures*) have been placed either by transfers and/or by reorganization of the schools' timetables or have refused the position to be advertised.
- 12.02.2 A job posting will be required for any period of absence in excess of 60 Days.
- 12.02.2.1 Notification of such vacancies may be made by facsimile to the school and campus with written confirmation to follow.
- 12.02.2.2 All vacancies for secondary school positions shall be advertised at the designated area in each school and campus of the Employer for three (3) school days prior to external advertising.
- 12.02.2.3 With the agreement of the President of the Bargaining Unit or designate, external advertising may run concurrently with internal advertising.
- 12.02.2.4 All postings shall be sequentially numbered and shall include the following:
- 12.02.2.4.1 date of issue;
- 12.02.2.4.2 date of closure;
- 12.02.2.4.3 school or campus or region;
- 12.02.2.4.4 vacancy advertised including but not limited to the number of periods and subject areas; and
- 12.02.2.4.5 the name of the person to whom the application should be directed.

- 12.02.2.4.6 If the position is less than full-time, the posting must so indicate.
- 12.02.2.4.7 If the posting is for a position of responsibility, the posting must indicate whether there are sufficient teaching periods available for the position to be full-time.
- 12.02.2.4.8 Vacancies will be specified as a Teacher or occasional teacher position at the time of posting. Specific term assignments will be noted in the posting.
- 12.03 The President of the Bargaining Unit will receive a copy of posting for all vacancies.

ARTICLE XIII - GRIEVANCE AND ARBITRATION PROCEDURE

- 13.01 A Teacher shall have the right to have present a representative from OSSTF to assist the member at any stage of this grievance and arbitration procedure.
- 13.02 **Complaint Stage**
- 13.02.1 A teacher, with the concurrence of the Bargaining Unit, may, within twenty (20) days of the Teacher becoming reasonably aware of the occurrence giving rise to the grievance, initiate a complaint with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after receipt of the complaint.
- 13.03 **Grievance Procedure – Individual**
- 13.03.1 In the case of a grievance by the Bargaining Unit on behalf of one of its Teachers, the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.
- 13.03.2 If the reply of the Principal or immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, the Bargaining Unit shall initiate a written grievance within twenty (20) days to the Regional Superintendent or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.
- 13.03.2.1 A copy of the written grievance shall be sent to the Director of Education or designate.
- 13.03.3 The grievance shall contain:
 - 13.03.3.1 a description of how the alleged dispute is in violation of the Agreement; and
 - 13.03.3.2 the clauses in the Agreement alleged to be violated; and
 - 13.03.3.3 the relief sought; and
 - 13.03.3.4 the signature of the duly authorized official of the Bargaining Unit.
- 13.03.4 If the reply of the Regional Superintendent or designate is unacceptable to the Bargaining Unit, it shall, within ten (10) days of the receipt of the reply, so notify the Director of Education or designate who shall, after consultation with the Board, answer the grievance in writing within the (10) days after the next meeting of the Board.
- 13.03.5 If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, it shall then apply for arbitration within twenty (20) days of the receipt of the reply.

13.04 **Grievance Procedure – Party**

13.04.1 In the case of all other grievances by a party (including those on behalf of a group of teachers, all the teachers, an individual teacher, a retired teacher, or a deceased teacher), the party making the grievance shall take the following steps in sequence to resolve the matter.

13.04.2 The Bargaining Unit shall make a written grievance to the Director of Education or a designate, or the Secretary of the Board, as the case may be, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

13.04.3 The grievance shall contain:

13.04.3.1 a description of how the alleged dispute is in violation of the Agreement; and

13.04.3.2 the clauses in the Agreement alleged to be violated; and

13.04.3.3 the relief sought; and

13.04.3.4 the signature of the duly authorized official of the party making the grievance.

13.04.4 If the reply of the Director of Education or designate is not acceptable to the party making the grievance, that party shall then apply for arbitration within twenty (20) days of the receipt of the reply

13.05 **Grievance Mediation**

13.05.1 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by requesting the appointment of a Settlement Officer, in accordance with Section 48.5 of the Ontario Labour Relations Act, 1985.

13.05.2 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to request a settlement officer.

13.05.3 Upon written notification of either party to the other party indicating that the party no longer agrees to the use of a settlement officer, the timelines in the grievance procedure shall continue from the point at which they were frozen.

13.06 **Arbitration**

13.06.1 The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation 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 ten (10) 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 Chairperson.

If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister of Labour upon the request of either party.

13.06.2 The Arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with any Act or Regulation thereunder or the provisions of this Agreement, or to alter, modify, or amend any part of this Agreement.

- 13.07 There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this Agreement.
- 13.08 Should the investigation or processing up to the hearing of a grievance require that the grievor(s) or Bargaining Unit representative(s) or witnesses be released from his/her regular duties, he/she shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits.
- 13.08.1 The Bargaining Unit shall pay for the cost of any occasional replacement(s) if necessary.
- 13.09 Each Party shall bear the fee and/or expense of its appointee to the arbitration board and any fees and/or expenses of the chairman shall be borne equally by the Parties.
- 13.09.1 Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. The Bargaining Unit shall pay for the cost of any occasional replacement(s) if necessary.
- 13.09.2 Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.
- 13.10 Time restrictions may be extended if mutually agreed in writing. Failure of one party to comply with the time limits or any agreed upon extension of one party to comply with the agreed upon extension shall result in the grievance proceeding to the next step.
- 13.11 Grievances initiated and being processed under previous collective agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.
- 13.12 The time limits stipulated in 13.03.1 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such grievance may be initiated at any time up until and including August 31 during the current school year.
- 13.13 No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 13.14 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE XIV – SECOND SEMESTER RETIREMENT PLAN

- 14.01 The Board shall provide a retiring allowance of two thousand (\$2,000) dollars to Teachers who retire from the Board and meet the following conditions.
- 14.01.1 The Teacher must retire at the end of the first semester.
- 14.01.2 The Teacher must have at least ten (10) years of continuous service as a qualified Teacher with the Board at the time of retirement.
- 14.02 All payments shall be subject to deductions required by law.

- 14.03 Effective February 5/2001, Article XIV (*Second Semester Retirement Plan*) shall be deleted from this collective agreement.

ARTICLE XV – JUST CAUSE

- 15.01 No Teacher shall without just cause given in writing, be demoted, suspended, discharged, transferred, or otherwise formally disciplined.
- 15.02 Every Teacher has a right to equal treatment with respect to employment and promotion without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, gender, age, sexual orientation, marital status, family status, or handicap.

ARTICLE XVI – SENIORITY, TRANSFER, SURPLUS, REDUNDANCY AND RECALL PROCEDURES

- 16.01 The Board shall, in consultation with the Bargaining Unit, have developed a list of all Teachers with the Board as of October 31 in order of their acquired seniority.
- 16.02 SENIORITY shall be the length of continuous service with the District School Board ONE or a predecessor Board as a Bargaining Unit (OSSTF) member from the first day worked after being hired.
- 16.02.1 Any approved absence including layoff with recall rights shall not be considered an interruption of continuous secondary service.
- 16.02.2 In determining the length of continuous service with the Board, each year of part-time teaching shall be considered a full year of continuous service for that part-time assignment.
- 16.02.3 Notwithstanding 16.02, for persons engaged to teach under the authority of a Letter of Permission, seniority shall not accrue during the term of the teaching assignment unless the Teacher is granted an Ontario Teacher's Certificate and then the seniority will be retroactive to the beginning of the continuous assignment.
- 16.03 The list shall be rank ordered such that the most senior Teacher is at the top of the list and the most junior is at the bottom.
- 16.03.1 The seniority list shall be posted in all secondary schools and campuses, and copies forwarded to the President of the Bargaining Unit no later than October 31 and March 1 of each school year.
- 16.04 Teachers hired on or after January 1, 1998 shall be added to the seniority list based on the date and time of hiring.

- 16.05 Should a tie in rank ordering occur based on the first day of continuous secondary experience, or in the case of Teachers hired on or after January 1, 1998, the date and time of hiring, the following criteria shall be used to break the tie:
- 16.05.1 additional years of secondary teaching experience with the Board or its predecessor Boards;
- 16.05.2 additional years of elementary teaching experience with the Board or its predecessor Boards;
- 16.05.3 additional years of teaching experience in Ontario;
- 16.05.4 additional years of teaching experience in Canada;
- 16.05.5 additional years of teaching experience outside of Canada;
- 16.05.6 category placement; or
- 16.05.7 by lot conducted by the Director of Education or a designate and the President of the Bargaining Unit or designate.
- 16.05.8 In applying the above criteria, the steps shall be applied in order as required until the tie is broken.
- 16.05.9 The Teacher shall be responsible for providing the appropriate documentation acceptable to the Board for any teaching experience outside the Board or its predecessor Boards.
- 16.06 **Teacher Exchange**
- 16.06.1 Teachers who wish to be considered for an exchange with a Teacher in another secondary school for the following semester must inform the Director of Education or designate in writing no later than three (3) months prior to the end of the semester.
- 16.06.2 A request for exchange shall include a list of:
- 16.06.2.1 qualifications;
- 16.06.2.2 the areas in which the Teacher has taught, but for which the Teacher is not qualified; and
- 16.06.2.3 the areas in which the Teacher would like to teach
- 16.06.3 All such requests as per 16.06 shall remain on file with the Regional Superintendent(s) of Schools or designate(s) for a school year.
- 16.07 **Administrative Initiated Transfers**
- 16.07.1 Administrative initiated transfers are those recommended to meet individual or program needs as determined by the appropriate Regional Superintendent of Schools.
- 16.07.2 Administrative transfers outlined in 16.07.1 shall not be used as a disciplinary measure.
- 16.07.3 Administrative transfers shall occur only within Entities.
- 16.07.4 Any Teacher who is subject to an administrative transfer shall be notified as soon as possible but no later than June 7 of the preceding school year.
- 16.07.4.1 Upon request, the Teacher shall be granted an interview with the Regional Superintendent.

- 16.07.5 When a Teacher is subject to an administrative transfer from a School in one municipality to a School in another municipality within the Entity, the Employer will pay the Teacher an allowance of one thousand dollars (\$1,000) per semester.
- 16.07.6 A Teacher who is transferred within the entity formed by Roland Michener Secondary School and Timmins High and Vocational School shall not be entitled to the allowance outlined in 16.07.5.
- 16.08 **Surplus Declaration**
- 16.08.1 In schools that are staffed beyond complement, the least senior Teachers who are not qualified in accordance with the Act and Regulations as amended, or who do not have teaching experience, university background or related work experience in the subject areas required to staff the schools, shall be declared surplus to the school.
- 16.08.2 Notwithstanding 16.08.1, the least senior Teachers within the entity shall be declared surplus to the entity and the staffing of the schools within the entity shall be adjusted to reflect the requirements of staffing.
- 16.09 Teachers on any approved leave shall appear on the staff list of the originating school or entity.
- 16.10 The principal concerned shall notify in writing a Teacher who is to be declared surplus no later than May 15. Such notification is to be preceded by an interview with the Teacher in the presence of the Branch President or designate concerned.
- 16.11 The President of the Bargaining Unit shall be provided with all relevant information regarding surplus declarations such as projected enrolment, preliminary staffing allocation, and current seniority list, prior to the declarations.
- 16.12 A Teacher who is declared surplus and has been placed in another school or entity shall have the right to return to a teaching position for which he/she is qualified in accordance with the Education Act and Regulations as amended which become available at the school or entity from which the Teacher was declared surplus within a school year of the placement.
- 16.13 Should any position become available after the surplus procedure has been completed, such a position shall be given, on the basis of seniority to a Teacher who was declared surplus provided the teacher is qualified or can become qualified in accordance with the Education Act and Regulations as amended by the effective date of the commencement of the position.
- 16.14 In order to facilitate the staffing process, known vacancies for positions of responsibility shall be posted by May 1 and filled by May 31 for the following school year.
- 16.15 **Redundancy**
- 16.15.1 Should a reduction in staff become necessary, the least senior Teachers who are not qualified in accordance with the Act and Regulations as amended, or who do not have teaching experience, university background or related work experience in the subject areas required to staff the schools, shall be declared redundant.

- 16.16 Such Teachers shall be informed of their redundancy in writing by the Employer no later than June 7.
- 16.17 The number of qualified Teachers declared redundant by the Employer shall not exceed the total reduction of staff based on the staffing using projected enrolments.
- 16.18 Reductions in qualified staff shall start at the bottom of the Seniority List with the least senior Teacher and proceed up the ranked list.
- 16.19 The President of the Bargaining Unit or designate shall be provided with all relevant information prior to declaration of redundancy.
- 16.20 The principal of the school shall adjust staffing within the school to accommodate the displacement so that the most junior qualified Teacher in the system who is not declared redundant can be displaced.
- 16.21 Notwithstanding 16.20, should the qualifications held by the staff of the school not meet the qualifications required by the Education Act and its regulations as amended to fill the vacancy, then the next most junior qualified Teacher in the system who is not declared redundant in the system will be displaced.
- 16.21.1 The number of displacements shall be kept to a minimum.
- 16.22 A Teacher may elect to refuse a displacement, based on travel/geography, to be declared redundant, and be placed on the recall list.
- 16.23 **Recall**
- 16.23.1 The Employer shall establish and maintain a recall list of all Teachers declared redundant.
- 16.24 Teachers who have been declared redundant shall, for a period no longer than two (2) consecutive school years, be recalled to vacancies based on seniority and be reinstated as though there had been no interruption in service.
- 16.24.1 Notwithstanding 16.24, the Teacher who is being recalled must be qualified in accordance with the Education Act and Regulations as amended for the position for which he/she is being recalled.
- 16.25 The Employer shall continue to pay the benefits contribution until August 31 of the year in which the Redundant Teachers are declared redundant.
- 16.26 Teachers who are eligible for recall shall file with the Employer their most recent address and telephone number.
- 16.26.1 Teachers who change their address and/or telephone number must advise the Employer within seven (7) calendar days of the change in order to continue to be eligible for recall.
- 16.27 When a position becomes available, the Employer shall contact the Teacher being recalled by telephone and shall offer the position by registered mail.

- 16.28 The Teacher must respond within five (5) calendar days of the telephone call or date of the registered mail, whichever comes first.
- 16.29 A Teacher has the right to refuse recall to a position offered by the Employer, other than in the originating school or within the originating entity, without prejudice to the Teacher's recall rights.
- 16.30 **External Hiring**
- 16.30.1 The Employer shall recall redundant Teachers to vacancies on the basis of seniority and qualifications in accordance with the Education Act and Regulations as amended.
- 16.30.2 Provided that there is no redundant Teacher who is qualified in accordance with the Education Act and Regulations as amended, for the vacancy, the Employer shall hire a non-redundant Teacher with less than a full-time assignment who is qualified for the position in accordance with the Education Act and Regulations as amended and who has applied for the position within the dates specified in the posting.
- 16.30.3 The Employer may hire externally for any teaching position(s) provided that no redundant Teacher or no non-redundant Teacher with less than a full-time assignment, who has applied, is qualified for the position in accordance with the Education Act and Regulations as amended.
- 16.31 **Other Options**
- 16.31.1 Redundant Teachers shall have the right to become occasional teachers without losing recall rights.
- 16.32 Redundant Teachers shall have the right to continue their seniority as an occasional teacher, without loss of seniority rights.
- 16.33 Redundant Teachers on the Recall List shall be placed in order of seniority and qualifications into positions to replace a Teacher who has died during a school year.
- 16.33.1 Redundant Teachers shall have the first right to classes in continuing education, night school, and summer school provided they are qualified in accordance with the Education Act and Regulations as amended.
- 16.34 Redundant Teachers shall have the right to severance pay of four (4%) percent of the sum of their salaries, including grid placement and all allowances, for up to a maximum of the previous five (5) years of service.
- 16.34.1 The Redundant Teacher shall decide whether to go on the Recall List or accept the severance pay and communicate his/her decision in writing to the Director of Education or designate on or before the last day in June.
- 16.34.2 The Parties agree that the acceptance of a severance allowance terminates all Employer-Teacher obligations.
- 16.34.3 Should the Redundant Teacher decide to accept the severance pay outlined in 16.34, it shall be paid on or before Aug 31.

- 16.35 Redundant Teachers shall have the right to request and have granted a total of two (2) days leave singularly or consecutively without loss of pay, benefits, sick leave credit, experience, or seniority for scheduled job interview(s).
- 16.36 **Principals and Vice Principals**
- 16.36.1 Any Teacher, who applies for and who is granted or seconded to a supervisory position not covered by this Agreement, shall not be deemed to have his/her continuous service with the Employer as a Bargaining Unit (OSSTF) member interrupted, provided that the length of that appointment does not extend past one school year.
- 16.36.2 During the length of the appointment, the Teacher shall have dues deducted in accordance with Article VII (*Method of Payment*) and shall have the rights and benefits stipulated by the Agreement other than those contained in Article VI (*Salary Schedule and Allowances*).
- 16.36.3 The Teacher shall neither evaluate nor discipline any Teacher during his/her term in the supervisory position.
- 16.36.4 A Teacher may access the provisions stipulated in 16.36.1 only once during his/her employment with the Employer.
- 16.36.5 Teachers may waive their right to 16.36.1 by signifying their intention in a letter to the President of the Bargaining Unit.

ARTICLE XVII – STAFF GENERATION AND ALLOCATION

- 17.01 **Secondary Schools Staffing Committee**
- 17.01.1 A District School Board O.N.E. Secondary Schools Staffing Committee shall be composed of the three Regional Superintendents and three representatives from the Bargaining Unit selected by the Bargaining Unit.
- 17.01.2 The Committee shall meet prior to the date for the declaration of surplus to share information on staffing allocation procedures and consider any operational concerns with the interpretation or application of the surplus provisions of Article XVI (*Seniority, Transfer, Surplus, Redundancy, and Recall Procedures*).
- 17.01.3 The Committee shall review the communications procedures expected at the school level with the school Principal and Branch President or designate to ensure an equitable assignment of instruction time, supervision time or travel time as required.
- 17.01.4 The Committee shall determine the list of surplus staff.
- 17.01.5 The Committee shall meet as required above or at any other times as requested by either party.

17.02 **In School Staffing**

- 17.02.1 The Principal and Branch President or designate shall review the administration and application of the staffing provisions contained in the Collective Agreement and the method of staffing the school during the school year, including the allocation of instructional time and supervision responsibilities, prior to the Teachers being informed of such allocation.
- 17.03 The Principal and Branch President or designate will review the allocation of instruction time at least three (3) times during the school year.

ARTICLE XVIII – WORKING CONDITIONS

- 18.01 The Principal, in consultation with the Branch President or designate, shall determine the deployment of teaching staff to program using the school’s allocation to classroom, Services classes, guidance, library and special education. This shall be accomplished in ways which meet the needs of students in the school. The following Class Size maximums shall also be met by the end of the fourth week of each semester:
- | | | |
|---------|---|----|
| 18.01.1 | Academic/University | 30 |
| 18.01.2 | Applied/Open/University-College/Workplace/College | 27 |
| 18.01.3 | Technical (Construction/Manufacturing/Transportation) | 20 |
| 18.01.4 | Essential | 18 |
| 18.01.5 | Co-operative Education | 20 |
- 18.02 Notwithstanding 18.01, individual classes may exceed the maximum by no more than 15%, provided that the Teacher’s aggregate maximum for the semester does not exceed the maxima by 5%.
- 18.03 The length of the school day shall not exceed seven and one-half (7 ½) hours. This does not preclude a Teacher’s voluntary participation in school extra-curricular activities.
- 18.04 During examination days, Teachers who are not assigned to supervise examinations may mark examinations at home, but must be accessible by telephone to the Principal and be able to return to school to assist students during regular school hours.
- 18.05 The Bargaining Unit president or designate shall have the right of consultation during the setting of the school year calendar.

ARTICLE XIX – PERSONNEL FILES

- 19.01 A Teacher shall have access to his/her personnel file maintained by the Director of Education or designate at the Board office.
- 19.02 In the presence of the Director of Education or designate, the Teacher shall date and initial each document in the file and shall have the right to make photocopies of any material contained therein. Initialling the document does not indicate agreement with the contents, but simply indicates that the document has been read.

- 19.03.1 Where a Teacher disputes the accuracy or completeness of any such information, other than the evaluation report, the Teacher shall do so in writing.
- 19.03.2 This information shall be added to the Teacher's file.
- 19.04 A Teacher shall have the right to request that any letter of discipline be removed from his/her file five (5) years from the date of any such letter.

ARTICLE XX – MEDICAL PROCEDURE

- 20.01 No Teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury or liability for negligence.

ARTICLE XXI – HEALTH AND SAFETY

- 21.01 The Employer shall recognise its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.
- 21.02 The Bargaining Unit's representative(s) to the Joint Health and Safety Committee shall be reimbursed by the Employer for any approved expenses incurred while the representatives are performing their duties.
- 21.03 The Employer shall respond to all recommendations made by the Joint Health and Safety Committee within twenty-one (21) calendar days.
- 21.04 The Employer agrees to develop explicit policies and procedures to deal with violence. The policy shall address the prevention of violence, the management of violent situations, and support to Teachers who have faced violence.

ARTICLE XXII – TEACHER EVALUATION

- 22.01 EVALUATION under this section shall mean an assessment of a Teacher's work by a Supervisory Officer of the Employer, or the Principal or Vice Principal who is a member of the College of Teachers, for the purpose of determining the quality of job performance.
- 22.02 Any criteria established by the Employer for evaluation of Teachers or modifications to existing procedures shall be developed in consultation with the Bargaining Unit.
- 22.03 Any Teacher who is being formally evaluated, shall be evaluated in a fair and equitable manner and shall receive a written copy of the evaluation in a timely manner.
- 22.04 A Teacher shall not discipline or evaluate other Teachers.

ARTICLE XXIII – DEFERRED SALARY LEAVE PLAN

23.01 Purpose

23.01.1 The purpose of the Leave with deferred salary is to allow the Employer to give experienced Teachers a period of “revitalization” outside the teaching profession while at the same time permitting young Teachers to gain experience in their absence. This plan may be viewed as a job-sharing plan.

23.02 Description

23.02.1 Leave with deferred salary is sometimes known as the “Four Year Over Five Plan”, in which the participant works four years at 80% of gross salary in return for a one year leave at approximately the same rate, in this case, a greater or lesser number of years may be utilised in the calculation. In effect, “Four Years Over Five Years” becomes... X years over (X+1) years.

23.03 Qualifications

23.03.1 The Teacher must have three (3) years of continuous service with the Employer prior to the start of the one (1) year leave. However, a Teacher who has had a sabbatical leave shall not become eligible until he shall have fulfilled all obligations imposed by that leave.

23.04 Application

23.04.1 A Teacher must make written application to the Employer, through the appropriate Supervisory Officer on or before February 28 of any year, in which is described the applicant’s proposal with respect to a Deferred Salary Plan and the timing of the leave of absence.

23.05 Approval or Denial

23.05.1 The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or of denial, with explanation, shall be delivered to the applicant not later than May 30 following the date of application.

23.06 Conditions

23.06.1 Semestered School Entry into the plan shall be effective on the first day of September and/or the first day of January. The leave of absence shall commence on the first day of the first semester or the first day of the second semester.

23.06.2 The deferred salary shall be placed in trust with the Employer’s bank and interest earned thereby shall accrue to the benefit of the trust in accordance with the Trustee Act. Throughout a Teacher’s participation in the plan, the control of the trust shall be vested solely in the Employer on behalf of the participant.

- 23.06.3 During the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the participant in the same manner as would his/her salary were he/she not on Leave of Absence.
- 23.06.4 A participant may withdraw from the plan at any time prior to March 15 preceding the commencement of the Leave of Absence. Upon withdrawal, the sum accumulated in the trust including accrued interest thereon, shall be paid to the participant within sixty (60) days following delivery to the appropriate Supervisory Officer, of written notification of withdrawal.
- 23.06.4.1 A declaration of redundancy shall be deemed to be a written notice of withdrawal and the above terms will apply.
- 23.06.4.2 Notwithstanding 23.06.4.1, the Teacher may request a suitable repayment schedule of the sum accumulated in the trust including accrued interest thereon in no more than two (2) lump sums, and in not more than two (2) calendar years, including the year of withdrawal.
- 23.06.5 In case of the death of a participant prior to commencement of the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death. In the case of the death of a participant during the Leave of Absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the death.
- 23.06.5.1 Should a Teacher die while participating in the plan, the retirement gratuity, if applicable, will be paid to the estate as if the Teacher were receiving 100% of grid salary and allowances.
- 23.06.6 The Teacher, on return from leave, will be assigned to his/her same school (including positions of responsibility).
- 23.06.6.1 The Teacher, on return from leave, will be subject to the provisions of Article XVI (*Seniority, Transfer, Surplus, Redundancy, and Recall Procedures*).
- 23.06.7 The Teacher on returning from the year of leave will be credited with seniority as if the Leave of Absence had not been granted. He/she will not gain a (1) year on the salary grid.
- 23.06.8 The Teacher will not accumulate sick leave credits during the leave.
- 23.06.9 No restrictions may be placed on the Teacher by the Employer regarding his/her activities during the leave save and except any restrictions that may exist in the Income Tax Act.
- 23.06.10 The Bargaining Unit agrees that the replacement Teacher will be hired for the duration of the leave of absence only and will not be subject to retention procedures.

- 23.06.11 The Teacher is responsible to apply to the Teachers' Pension Plan and make all arrangements for the leave. The Employer will not be responsible for any loss of cumulative years in the Teachers' Pension Plan as a result of the leave.
- 23.06.11.1 Teachers' Pension Plan deductions are to be continued during the leave.
- 23.06.12 The Teacher's benefits will be paid by the Teacher through pre-authorized debit.
- 23.06.13 One semester leaves are conditional upon the availability of a suitable replacement Teacher.

ARTICLE XXIV – PROBATIONARY PERIOD

- 24.01 A newly-hired Teacher shall serve a probationary period of one school year with a minimum of one hundred and seventy (170) days worked.

ARTICLE XXV – REASONABLE EXERCISE OF RIGHTS

- 25.01 The Employer and the Bargaining Unit agree that their rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory, and consistent with the Collective Agreement and the prevailing statutes.

ARTICLE XXVI – TERMINATION OF EMPLOYMENT

- 26.01 Notwithstanding Article XVI (*Seniority, Transfer, Surplus, Redundancy, and Recall Procedures*), a Teacher may resign provided the Teacher has given the Employer notice in writing two weeks prior to the date of resignation.
- 26.02 The Employer shall have the right to terminate the employment of a Teacher for cause provided the Employer has given the Teacher notice in writing two weeks prior to the date of termination.
- 26.03 Nothing herein prevents a Teacher and the Employer from mutually agreeing to the Teacher's resignation at any time.

ARTICLE XXVII – GENERAL

- 27.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Director of Education or designate and the President of the Bargaining Unit or designate.
- 27.02 The Employer agrees to bear the expense of printing the Collective Agreement.
- 27.03 The Bargaining Unit President or designate shall be notified of all postings, appointments, hirings, lay-offs, re-hirings, and terminations of employment.
- 27.04 The Employer shall provide each Teacher with a copy of the current Collective Agreement and post the Agreement on Docushare.

ARTICLE XXVIII – SHORT TERM REPLACEMENT OF A PRINCIPAL OR VICE PRINCIPAL

- 28.01 Should a Teacher agree to replace a Principal, the Teacher shall be paid for the period of replacement 1/200 of the minimum salary for a Principal each day or part thereof in lieu of his/her per diem salary as a Teacher provided there is no reduction in the Teacher's salary.
- 28.02. Should a Teacher agree to replace a Vice Principal, the Teacher shall be paid for the period of replacement 1/200 of the minimum salary for a Vice Principal each day or part thereof in lieu of his/her per diem salary as a Teacher provided there is no reduction in the Teacher's salary.

ARTICLE XXIX – CRIMINAL BACKGROUND CHECK

- 29.01 The District School Board shall pay all costs associated with an incumbent employee who participates in the check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to regulation 521/2001 of the Education Act.
- 29.02 The District School Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- 29.03 The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligation.

ARTICLE XXX – TEACHER PERFORMANCE APPRAISAL

- 30.01 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.
- 30.02 All difference between the parties arising from the interpretation, application, administration, or alleged violation of Part 31.02 of the Education Act or any regulation guideline, rule or policy under it, including any question as to whether a matter is arbitrable or grievable in accordance with the grievance/arbitration provisions of this collection agreement.
- Notwithstanding time limits for filing a grievance in the provisions of this collective agreement, OSSTF may grieve any aspect of the performance appraisal procedure or an unsatisfactory performance appraisal report of a Teacher who has been placed on review.

ARTICLE XXX1 – E-LEARNING/VIRTUAL LEARNING

- 31.01 The Board agrees to consult with the Bargaining Unit President regarding the development and application of the E-Learning/Virtual Learning program.

APPENDIX A - SUPPLEMENTARY BENEFITS PLAN

- A.01 The members of the Bargaining Unit are covered by the plan.
- A.02 The plan is to supplement the Employment Insurance Benefits received by Teachers for temporary unemployment caused by pregnancy or adoption.
- A.03.1 Teachers must prove that they have applied for and are in receipt of the Employment Insurance Benefits in order to receive payment under the plan.
- A.04.1 The benefit level paid under this plan is set at ninety-five percent (95%) of the Teacher's normal weekly earnings.
- A.04.2 In any week, the total amount of the plan payments and the weekly rate of Employment Insurance Benefits will not exceed ninety-five percent (95%) of the Teachers weekly earnings.
- A.05 The plan benefit will be paid for two (2) weeks.
- A.06 The plan is financed by District School Board Ontario North East.
- A.07 The duration of the plan is the length of the collective agreement.
- A.08 Teachers do not have a right to the plan payments except for the supplementation of Employment Insurance Benefits for the unemployment period as specified in the plan.
- A.09 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

APPENDIX B - SICK LEAVE GRATUITY PLANS AND ENTITLED TEACHERS

B.01 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Cochrane-Iroquois Falls, Black River-Matheson Board of Education, and the Secondary Teachers in its employ.

5.3 RETIREMENT

5.3.1 SICK LEAVE CREDIT GRATUITY

5.3.1.1 Sick Leave Credit days accumulate at the rate of twenty (20) days per school year less days absent for sickness with no accompanying loss of salary to a maximum of two-hundred and twenty (220) days.

5.3.1.2 Upon termination of employment after five (5) or more years of continuous service with the Board and not qualifying under 5.3.2, a Teacher shall be entitled to a sick leave credit gratuity subject to the following:

5.3.1.2.1 that the Teacher is leaving the Secondary teaching profession in Ontario;

5.3.1.2.2 that he/she is not entering employment where his/her Accumulated Sick Leave Credits are transferable;

5.3.1.2.3 that he/she has not been dismissed for a cause (this does not include Surplus Teachers);

5.3.1.2.4 that to receive maximum gratuity, the Teacher shall have been employed fifteen (15) continuous years with the Board.

5.3.1.3 The Sick Leave Credit Gratuity shall be equal to his/her salary on the Grid for one-third ($\frac{1}{3}$) of the number of days standing to his/her credit in Accumulated Sick Leave, and, in any event, not in excess of one-third ($\frac{1}{3}$) year earnings on the Grid received by him/her immediately prior to termination of the employment with the Board or \$9,000, whichever is the lesser.

5.3.1.4 This gratuity shall be calculated as follows based on a maximum accumulation of two-hundred (200) days:

$$G = \frac{ASL \times \text{Annual Grid Salary} \times \text{Years with the Board (maximum 15)}}{3 \times 200 \times 15}$$

where ASL = Accumulated Sick Leave Credit Days to be surrendered.

G = Sick Leave Credit Gratuity (max. \$9,000)

5.3.1.5 The gratuity shall be payable on January 30 or September 30, which ever date follows termination of employment.

5.3.2 RETIREMENT GRATUITY PLAN

5.3.2.1 Upon retirement from the teaching profession after five (5) or more years' continuous service with the Board, a Teacher shall be entitled to a Retirement Gratuity based on the following:

5.3.2.1.1 A retiring Teacher is defined as a Teacher who ceases to be employed by the Board and who is eligible to receive Teacher's Superannuation payments as a determinant qualifier that the Teacher has permanently retired; or a Teacher who is retiring after being judged by a qualified medical practitioner at the date of cessation of employment to be physically or mentally incapable of earning a living as a Teacher.

5.3.2.1.2 The Board shall pay up to one-half ($\frac{1}{2}$) a year's salary (salary at time of retirement) or \$18,000, whichever is the lesser, to a Teacher who has a sick leave accumulation of two-hundred (200) days to surrender and has taught for at least five (5) years continuous service with the Board and is retiring from the profession.

5.3.2.1.3 The number of year's service required for a maximum retirement gratuity shall be fifteen (15).

5.3.2.1.4 If a Teacher who has taught for five (5) continuous years or more with the Board has less than two-hundred (200) days accumulated sick leave to surrender, that Teacher shall be paid proportionately.

5.3.2.1.5 The following formula shall be used to calculate the amount of the gratuity:

$$G = \frac{N}{P} \times \frac{S}{2} \times \frac{Y}{M} \text{ which is less than or equal to } \$18,000$$

where

G = the amount of the gratuity

N = the number of sick leave credit accumulated surrendered (maximum(200 days))

P = 200 days

S = the basic grid salary plus allowances at time of retirement

Y = the number of years of service with the Board
(maximum 15 years)

M = the number of years of service required for maximum retirement gratuity.

5.3.2.1.6 In the event of death of any Teacher, either before or after retirement but before receiving the benefits herein provided, such benefit shall be paid or transferred to the beneficiary, and failing designation in writing of a beneficiary by the Teacher, shall be paid to the estate.

5.3.2.1.7 This Retirement Gratuity Plan shall become operative for any Teacher from the date of employment of the Teacher. (i.e. There shall be no waiting period.)

5.3.2.1.8 In order to initiate payment of the gratuity, it is necessary for the Teacher or, in the case of death, the party named in 5.3.2.1.6 to advise the Board in writing the manner in which the gratuity should be paid; i.e. to oneself, to the estate, or paid into some form of a registered retirement savings plan. Payment shall be made on a mutually agreed upon date following the official date of termination, which, for retirement, is August 31 or December 31.

B.01.1 The following Teachers who were transferred from the predecessor Board, Cochrane-Iroquois Falls, Black River-Matheson Board of Education, to District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Cochrane High School or Iroquois Falls Secondary School shall be entitled to the provisions stipulated in C.01.

Ronald Sharp Claude Levesque Kenneth Buhr Louis Decaire Joan Eaton Maureen Verdun Len Laurin Richard Reilly George Hewitt Katherine Devins Jane Koza Valerie Dunn Lance Edwards Kim Farmer Ann Meuris Gordon Curtis Raymond Simard Gary Martin Vern Pakkala Judy Mulligan Tom Ulvstal Michael D'Eon Allen Pope	Richard Redman Joseph Boehm Daniel Girard Diane Kydd Ronald Poliquin David Verdun Michelle Durant-Dudley Darrin Reade Lise Mondor Ted Kuzmich Jean-Claude Carriere Elizabeth Christie Giovanna Magrograssi Desiree Gorham Trina McKinnon Alan McLean Danielle Delaurier Donald Definney Michelline Curtis Andre Gauthier Yoland Phillips Derek Beland
--	--

B.02 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Hearst Board of Education, and the Secondary Teachers in its employ.

ARTICLE XVII: RETIREMENT GRATUITY

- 17:01 a) The normal retirement age shall be according to the Teachers' Superannuation Act.
- b) This benefit will apply only to those teachers whose employment commenced prior to June 30, 1978 and who, after ten (10) continuous years of service with this Board, ceased to be employed because of:
- i) death;
 - ii) permanent disability;

- iii) retirement directly to superannuation not reduced by age with allowances, commencing on the first day of the month in which he/she ceased to be employed.

Resignation or being dismissed for cause will not entitle an employee to Retirement Gratuity.

- c) If any teaching employee who was hired prior to June 30, 1978 dies either before or after retirement, and at the time of death has had at least ten (10) years continuous experience with this Board, the Retirement Gratuity shall be paid to the estate of the deceased employee as per sections (d) and (e) below.
- d) The maximum amount of the Retirement Gratuity may be equal to but shall not be more than half of the teaching employee's salary at the time of retirement.
- e) The amount of the Retirement Gratuity shall be calculated as follows:

$$G = [N/200] \times S, \text{ where}$$

N equals the number of days of sick leave credits but not in excess of 100;

S equals employee's salary (equivalent to full time) at the time of retirement.

- f) Method of payment:
 - i) The Retirement Gratuity in this Plan shall be paid to the employee within ninety (90) days after retirement from the teaching profession.
 - ii) At the discretion of the employee, the Retirement Gratuity in this Plan is to be paid to the employee in a period of time not exceeding three (3) years.

17:02 **RRSP Package**

- a) A group RRSP Plan is developed for teachers hired after September 1, 1978.
- b) The amount of \$3,000 plus one year interest on this amount will be placed on behalf of the teacher in the plan. These amounts will be placed the 1st working day of October or March in the semester in which the teacher has taught a minimum of six (6) credits and started his/her seventh period.
- c) A teacher who leaves the employ of the Board after 10 years continuous employment with the Board is eligible to receive the RRSP Package. (see seniority list)
- d) If a teacher who is eligible to the RRSP Package leaves the employ of the Board to take employment with another Board where he/she is eligible for a retirement gratuity, the teacher is not eligible to receive payment from the RRSP Package.
- e) All accumulated sick leave credits in the teacher's name at the time he/she receives compensation under this article are reduced to nil.

- f) Any monies, including interest, which are not withdrawn from the RRSP Package are to remain in the Fund and to be distributed Among the eligible members of the group. (These amounts are distributed before the new members are added to the list and on the same dates as in 17:02b).
- g) The administration of the plan will be jointly carried out by the Board and the teachers' Federations.
- h) At the request of one of the two parties, a yearly audit will be carried out by a party acceptable to both Board and teachers' Federations.
- i) When a payment is made, both parties must agree on the method of payment.
- j) In the event of the death of a teacher before or after ten (10) years continuous service with the Board, monies placed in the plan, plus interest, will be paid to the estate of the teacher.

B.02.1 The following Teachers who were transferred from the predecessor Board, Hearst Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Hearst High School shall be entitled to the provisions stipulated in C.02.

Michael-Lee Valois Donald Wilson Gerald Christianson Susan McNamara Melanie Baschiera	André Dumais Mireille Morin Dan Robitaille
---	--

B.03 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Kapuskasing-Smooth Rock Falls ad District Board of Education, ad the Secondary Teachers in its employ.

9.05 **Retirement Gratuity:**

9.05.1 Upon proof of retirement to a teacher's pension, a teacher with ten (10) or more years of continuous service with this Board shall be entitled to retirement gratuity. Dismissal for cause will not entitle an employee to retirement gratuity.

9.05.2 In the event of the death of a teacher, the amount of sick leave credit retirement gratuity that would have been paid to the teacher if he/she had retired on the date of his/her death, shall be paid to his/her estate.

9.05.3 **Amount of Gratuity**

9.05.3.1 The maximum of the retirement gratuity may be equal to but shall not be more than half of the teaching employee's salary as at retirement time.

9.05.3.2 **Amount of Gratuity:**

The amount of gratuity shall be calculated as follows:

$$G = [N / 200] \times S$$

Where

G equals amount of gratuity

N equals one half the number of days of accumulated sick leave credit, but not in excess of 100.

S equals employee's salary at time of retirement. [92-96]

9.05.3.3 In the event a teacher is ill in the final year of teaching prior to retirement to a teacher's pension (e.g.: a teacher retires on June 30, 1995, final year is September 1, 1994 to June 30, 1995; a teacher retires January 31, 1994, final year is February 1, 1993 to January 31, 1994), the first sixty (60) days of sick leave credits taken during the final year will not affect the amount of gratuity calculated in clause 9.05 (3)(b) above. For purposes of this clause, "teaching" means active teaching. [92-96]

9.05.4 **Method of Paying Gratuity**

9.05.4.1 The retirement gratuity in this plan shall be paid to the employee within ninety (90) days of receipt of proof of retirement to a teacher's pension.

9.05.4.2 Notwithstanding 9.05.4.1, at the discretion of the employee, the retirement gratuity in this plan is to be paid to the employee in a period of time not exceeding three (3) years.

B.03.1 The following Teachers who were transferred from the predecessor Board, Kapuskasing-Smooth Rock Falls and District Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Kapuskasing District High School or Smooth Rock Falls K-OAC School (Secondary) shall be entitled to the provisions stipulated in C.03.

Bill Adamson	Karen Parenteau
Russ St. Louis	Claire Lauzon
Helen Robb	Marcel Proulx
Frank Lannan	Dianne Leaist
Brian O'Keefe	Karla Munnoch
Suzanne Mainville -Duchesne	Bob Stackhouse
Lynne Scott	Louise Harrison
Anne Jamieson	Jim Johnson
Ann Stewart	Craig Jackson
Wendy Trites-Legassie	Judith Levis
	Tammy Belanger-Lamothe
	Richard Beaulieu
	Stephen Holik

B.04 The following is the applicable clause from the collective agreement negotiated between the predecessor Board, Kirkland Lake Board of Education, and the Secondary Teachers in its employ.

11.01 The Board agrees to transfer 100% of the unused statutory sick leave to a Cumulative Sick Leave Account as outlined in Policy S-10 (January 1, 1977) at the end of each school year and to pay retirement gratuity in accordance with the Policy S012 which existed on May 14, 1974, and was updated effective January 1, 1977. The payment of sick leave shall be suspended at the time an employee becomes eligible to receive Long Term Disability Pay in lieu of Sick Leave.

B.04.1 The following Teachers who were transferred from the predecessor Board, Kirkland Lake Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Kirkland Lake Collegiate and Vocational Institute shall be entitled to the provisions stipulated in C.04.

Peter Matijek Lionel Lauzon Mike Chodoriwsky Beverly Rumble Susan Darling Andre Gagnon Pat Hacking Ray Mallette Angela Chiasson-Fox Marc L Rouche Jim McNight Monica Leukert Karen Moggy	Brian Presley Larry McKay Miriam Presley Hugh Weir Lynne Ross Paul Binnendyk John Doxsee Liz Pacey Edith Collings Brent Morin Jodi Ryan Jill Slater Marie Josee Ton
--	---

B.05 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Timmins Board of Education, and the Secondary Teachers in its employ.

ARTICLE X - UNUSED SICK LEAVE RETIREMENT ALLOWANCE

The plan recognizes and rewards a teacher for regular attendance on his duties as a teacher employed by the Board.

10.01 To qualify for this allowance a teacher must:

- i) have completed a minimum of ten (10) years of continuous service in schools under the jurisdiction of the Board or its predecessor Board(s) immediately prior to retirement;
- ii) be retiring from the profession and be retiring on a pension or deferred pension under the Teachers' Pension Act;
- iii) the calculation of the allowance shall be based on accumulated sick leave credit, the product of the number of years teaching multiplied by 1.66 expressed as a percentage, and the annual salary at the time of retirement in accordance with the following formula:

$$A = [N / 200] \times (Y) \times 1.66\% \times (S)$$

where

A = unused sick leave allowance,

N = number of days of accumulated sick leave which cannot exceed two hundred (200) for teachers for purposes of calculation,

Y = number of full years teaching (10.01(i))

S = annual salary at retirement.

The allowance shall not exceed 50% of the annual salary at the time of retirement.

10.02 Payment shall be made in one lump sum on retirement or in three (3) equal annual payments as mutually agreed between the teacher and the Board.

10.03 In the event of the death of a teacher either before or after retirement but before the payment of the full benefits of the Unused Sick Leave Retirement Allowance for which a teacher may be eligible, the whole or such benefits as remain unpaid, shall be paid to the estate forthwith.

10.04 For all teachers of the predecessor Tisdale Board who were on staff as of June 1, 1968, full rights and privileges as were existing for the purposes of the existing Retirement Gratuity Plan under Tisdale Board, remain in full force and effect as follows:

That a retirement gratuity, on retirement from service with the Board, when the teacher becomes eligible for Superannuation, be paid at 50% of the balance at credit in the cumulative sick leave account not to exceed one-half (1/2) year's salary as per Section 158 of the Education Act, 1983.

B.05.1 The following Teachers who were transferred from the predecessor Board, Timmins Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Roland Michener Secondary School or Timmins High and Vocational School shall be entitled to the provisions stipulated in C.05.

Kate Fox George Cribbs Bill Costiniuk Jürgen Brzozowski Alan Jamieson John Plut Steve Eley Frank Boulanger Dot Manchuk Robert Steel Brenda Gray Doreen Yakabuski Paul Scagnetti Tony Ciccone Wendy Scagnetti Lynn Lorimer Marjorie Newton Linda Jenkin Richard White Dave Romualdi Jane Hughes John Hardy Tony Sawinski Darrell Sokoloski Chris Johnson Don Caesar Norma Danis Mark Delich Richard Kuzmochka Mike Polowy Bill Swain Christy Ciotti Mary Lorra Bush Paula Aiello	William Scott Tom Steele Dino Colasacco John Walbridge Deanna Zuliani Seppo Kuckkanen Paul Armstrong Dale Plut Sue Drummond John Elliot Rick Jakubiak June Nichols Bruce Nichols David Mader Astrid Steele Sandra Command Jacqueline Lecoupe Bill McGillis Larry Pezzutto Darlene Polowy Cynthia Schutt John Labine Barry Mulroney Aldo Martin Joanne Allaire Philip Davies Craig Beda Kelly Pearce Rod Hummel Nicole Boychuk Carol Camirand Julia Vander Veerden Paula Morin Roma Natolino Melchiorre Karl Laiho Lisa Moore Nicole Chisholm Kim Wagner Jeremy Hall
--	---

B.06 The following section is the applicable wording negotiated between the predecessor Board, Timiskaming Board of Education and the Secondary Teachers in its employ.

WHEREAS Article 3.06.03 of the collective agreement between the OSSTF and AEFO Branch Affiliates representing the Timiskaming Secondary School Teachers, and the Timiskaming Board of Education requires that the Board individually contract with each of its secondary school teachers employed by the Board as of the 30th of August, 1979, and who are eligible for a retirement gratuity pursuant to Article 3.06.00;

AND WHEREAS the intent of Article 3.06.03 of the said collective agreement is to guarantee and entrench for the individual secondary school teacher the retirement gratuity as provided for in Article 3.06.00 of the collective agreement after September 1, 1979, the Board and the Teacher agree as follows:

1. The terms of this individual contract shall be in addition to the statutory form of contract entered into between the Timiskaming Board of Education and the teacher and shall be separate from and in addition to the collective agreement between the Timiskaming Board of Education and the OSSTF and AEFO Branch affiliates representing the Timiskaming Secondary School Teachers, and shall remain in force and effect as long as the Teacher is employed by the Timiskaming Board of Education and the terms of this agreement shall not be re-negotiable by either the Timiskaming Board of Education, the Teacher, OSSTF, or AEFO.
2. The Board agrees that the Teacher, having, immediately prior to retirement on pension, completed five or more years of continuous service as a public or secondary school teacher, with the Board or its predecessors, shall be entitled to a sick leave credit gratuity calculated as follows in respect of sick leave credits earned while in the employ of the Board or its predecessors, as a public or secondary school teacher. Credits earned while in the employ of the Board shall be interpreted to mean the equivalent of credits which would have been earned if the Teacher had not transferred credits into the Accumulative Sick Leave Plan at the time of hiring:

After five (5) years of service - 5% of cumulative sick leave credits x 1/200 of annual salary at date of retirement

After 6 years of service - 10%

After 7 years of service - 15%

After 8 years of service - 20%

After 9 years of service - 25%

After 10 years of service - 35%

After 11 years of service - 36%

After 12 years of service - 37%

After 13 years of service - 38%

After 14 years of service - 39%

After 15 years of service - 40%

After 16 years of service - 42%

After 17 years of service - 44%

After 18 years of service - 46%

After 19 years of service - 48%

After 20 years of service - 50%

For the purpose of this contract the maximum number of accumulated sick leave credits shall be two-hundred and forty (240).

3. Provided the conditions with respect to continuous service are met, the sick leave credit gratuity shall be paid to the estate of the Teacher if he or she dies while in the service of the Board or to the surviving spouse of the Teacher if the Teacher has so directed the Board during his or her lifetime.
4. The Board and the Teacher agree that the retirement gratuity will not exceed one-half year's earnings at the rate received by the Teacher immediately prior to retirement on pension, subject to an absolute limit of \$25,000.00.
5. If, after June 30, 1980, the Teacher, having achieved the qualifications for a maximum of 70% (A) pension (as is defined in the Teachers Superannuation Act), elects to continue teaching for the Board the gratuity will be reduced by an amount equivalent to 15% multiplied by the number of full or part years of such additional teaching for the Board.
6. All provisions of the Contract are subject to any applicable condition in The Education Act, 1974, Statutes of Ontario, 1974, Chapter 109, as amended by 1975, Chapter 77 and 1976, Chapter 50.

B.06.1 The following Teachers who were transferred from the predecessor Board, Timiskaming Board of Education, to District School Board Ontario North East who have Personal Contract Retirement Gratuities shall be entitled to the provisions stipulated in C.06.

Joanne Beeson	Cathy Leaton
William Brookfield	James McClacherty
Neil Craig	Alex Melaschenko
Marty Foley	Lee Merrifield
Elizabeth Foley	David Nelson
Shirley Gravel	Barry Poulton
Jean-Paul Gravel	Larry Wiwchar
Wayne Heasman	Rhéal Arseneau
Bryan Hutnick	Dale Freeman
Marietta Kallio	Richard Mills
Garry Klinck	Sharon Seymour
	Alan Snarr

Staffing

The parties agree to continue to work as outlined in the Letter of Understanding dated June 20, 2002.

LETTER OF UNDERSTANDING
- between -
DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
- and -
THE ONTARIO SECONDARY SCHOOL TEACHERS= FEDERATION
- representing -
THE SECONDARY TEACHERS
- of -
OSSTF DISTRICT 1, ONTARIO NORTH EAST

RE: STAFFING

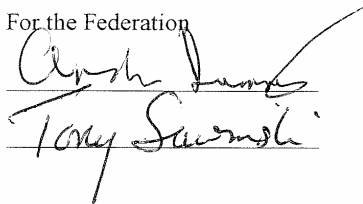
The Parties agree that:

1. Provided the ADE (Average Daily Enrolment) projection remains within 22 students of ~~4233~~, the secondary school staffing compliment for 2002-2003 shall be 276.67 FTE (Full-Time Equivalent) and shall be allocated according to the staffing document attached hereto. K12H 2 5 5
2. In the event that the projected ADE is not within 22 students of ~~4233~~ ^{4255 KR} the Parties shall meet to discuss possible adjustment to the FTE number of teachers.
3. Appendix B is hereby deleted. The parties shall develop a new Appendix B to provide staffing commencing in the 2003-2004 school year according to items 4 & 5 below.
4. A Joint Committee shall be established consisting of four (4) representatives of the Board and four (4) representatives of the Bargaining Unit. The mandate of the Committee will be as follows:
 - 1) to study and recommend changes to Appendix B for the 2003-2004 school year and to include in their study the calculation and allocation of staff to secondary schools as well as the unique program requirements of large and small secondary schools;
 - 2) to forward any agreed recommendations to their respective Negotiating Committees for inclusion in the Collective Agreement.
5. The Joint Committee shall complete its mandate and report to the Parties by December 31, 2002.

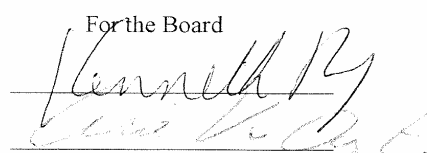
This Letter of Understanding is grievable in accordance with Article 13 of the Collective Agreement.

Dated at Timmins this 20th day of June, 2002.

For the Federation


Tony Savinoli

For the Board


Kenneth G. ...

LETTER OF UNDERSTANDING

RE: EXTRA-CURRICULAR ACTIVITIES

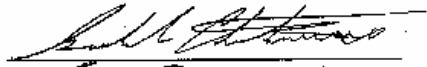
The Board and the Bargaining Unit recognize the value of extra-curricular activities and agree to continue to regard extra-curricular activities as voluntary.

Dated in Timmins Ontario this 14 day of October 2002

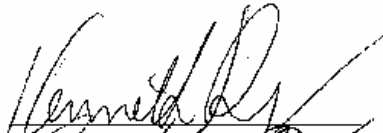
SIGNED ON BEHALF OF:

Ontario Secondary School
Teachers' Federation
District 1, Ontario North East

District School Board Ontario
North East



Tony Sawinski



Eric Van Duse

