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COLLECTIVE AGREEMENT" .. 18/09/01 ..

**BETWEEN**

**THE ALGOMA DISTRICT SCHOOL BOARD**

**HEREINAFTER CALLED "THE BOARD"**

**AND**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
Representing DISTRICT 2 ALGOMA  
PART X.1 and CONTINUING EDUCATION TEACHERS**

**HEREINAFTER CALLED "THE BARGAINING UNIT"**

**1998-2000**

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## **ARTICLE 1.0 PURPOSE**

- 1.1.1 It is the purpose of this agreement to set forth all salaries, allowances, benefits, terms and conditions of employment governing secondary school teachers who are certified by the Ontario College of Teachers, hereinafter referred to as “members” employed by the Algoma District School Board
- 1.1.2 This agreement clarifies and confirms the Board’s roles, responsibilities, commitments and rights in developing and administering the education environment. The parties agree that the educational and developmental needs of students are first and foremost. The parties further agree to work cooperatively to endeavour to provide the highest possible quality of educational service to our students
- 1.1.3 Any amendments, deletions, additions and deviations to or in the clauses shall be made only by mutual consent of the parties in writing.
- 1.1.4 Both parties shall be bound by appropriate legislation of Canada and the Province of Ontario.
- 1.1.5 Where legislative changes are made which directly affect any provision of this agreement, upon the request of either party a meeting will be held to discuss clarification on the implication of the legislative changes.

## **ARTICLE 2.0 MANAGEMENT RIGHTS**

- 2.1.1 The Board retains the right of management except as expressly limited by the collective agreement, including but not restricted to:
- (a) the right to hire, assign, appoint, suspend, promote, classify, create or remove positions
  - (b) The right to make, alter from time to time and enforce practices and procedures to be observed by the Members. Such practices and procedures shall not be contrary to the terms of this agreement. Any exercise of this right which changes a practice or procedure shall be communicated to the Bargaining Unit before implementation of the proposed changes
  - (c) The right to operate the schools in accordance with the Education Act of Ontario and the laws of Ontario and require all Members to comply with same.
  - (d) The right to discipline, demote or discharge a member for just cause

### **ARTICLE 3.0 RECOGNITION AND BARGAINING UNIT RIGHTS**

- 3.1.1 The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as a bargaining agent authorized to negotiate on behalf of its Members employed as day school teachers (Part X.1 teachers) and continuing education teachers.
- 3.1.2 The Board recognizes the negotiating team of the Bargaining unit as the group authorized to negotiate on behalf of the OSSTF.
- 3.1.3 Both parties recognize the right of the other to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the collective agreement.
- 3.1.4 The Board further recognizes the rights of a Member to be represented by OSSTF at any meeting when the conduct or competence of the member is being considered.

### **ARTICLE 4.0 QUALIFICATIONS**

- 4.1.1 A member is qualified to teach if he/she holds appropriate certification as determined by the Ontario College of Teachers and the Acts and Regulations.

### **ARTICLE 5.0 PERSONNEL FILES**

- 5.1.1 A Member shall have access to his/her own personnel file on request, during informal office hours and in the presence of a Board designated representative.

The Member shall once per school year have the right to make copies of any material contained in such file or a member may once per school year designate, in writing, a Member from the bargaining unit to view or copy the file on behalf of the member.

The Member may be charged reasonable costs for said copies at the discretion of the Manager of Human Resources.

On request, the member may be accompanied by one other member who shall have access to the information contained in the file

### **ARTICLE 6.0 PROBATIONARY PERIOD**

- 6.1.1 A newly hired teacher shall serve a probationary period of two (2) years. For a semestered school, a newly hired teacher shall serve a probationary period of four (4) semesters.

- 6.2.1 A newly hired teacher who held permanent status with another Board immediately prior to hiring shall serve a probationary period of one (1) year. For a semestered school, a newly hired teacher shall serve a probationary period of two (2) semesters.

## ARTICLE 7.0 RESIGNATION FROM EMPLOYMENT

### 7.1 Semestered Schools

- 7.1.1 A member assigned to teach in a semestered school shall notify the Board in writing, by November 30th, of the Member's intent to resign or retire effective the end of semester one of the same school year.
- 7.1.2 A Member assigned to teach in a semestered school shall notify the Board in writing by May 31st of the member's intent to resign or retire effective the end of that school year.

### 7.2 Non-Semestered Schools

- 7.2.1 A member assigned to teach in a non-semestered school shall notify the Board in writing by November 30th of the member's intent to resign or retire effective December 31st.
- 7.2.2 A member assigned to teach in a non-semestered school shall notify the Board in writing by May 31st of the member's intent to resign or retire effective the end of that school year.

### 7.3 Mutual Agreement

- 7.3.1 Nothing herein prevents a member and the Board from mutually agreeing to a member's resignation at any time.

### 7.4 Other

- 7.4.1 Notwithstanding Article 7.1, 7.2 and 7.3 above, members eligible for retirement gratuity or service gratuity in this collective agreement must comply with resignation notice deadlines contained in those articles.

## ARTICLE 8.0 SENIORITY

### 8.1.0 Seniority List

- 8.1.1 The Seniority List prepared by the Bargaining Unit shall be the basis for future accumulation of seniority. The method of preparation of the list shall be published by the Bargaining Unit.

- 8.1.2** A preliminary copy of the effective Seniority List shall be supplied by the Bargaining Unit to the Board by December 15 of each year and a final copy by February 15.
- 8.1.3** The Seniority List shall contain all members covered by this Collective Agreement under contract to the Algoma District School Board.
- 8.2.0 Future Accumulation of Seniority**
- 8.2.1** All members on the Seniority List shall accumulate one year of seniority for each year of employment as a secondary school teacher with the Board.
- 8.2.2** Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:
- (a) total years of secondary teaching experience with the Board and its predecessor boards; then
  - (b) total years of teaching experience in Ontario; then
  - (c) total years of teaching experience in Canada; then
  - (d) by lot conducted by a Superintendent and the Bargaining Unit President
- 8.2.3** In applying the above criteria, the steps shall be applied in order as required until the tie is broken. Once a tie has been broken, the ranking remains.
- 8.2.4** Members on leave for a period of up to two years shall accumulate seniority on the Seniority List and retain full seniority rights.
- 8.2.5** Members with a partial timetable shall be considered fully employed for purposes of seniority.
- 8.3.0 Additions to the Seniority List**
- 8.3.1** The Board shall provide OSSTF with the names and effective dates of employment of teachers newly employed, and they shall be placed on the Seniority List at the first opportunity. These members shall accumulate seniority from the most recent date of employment as secondary school teachers on contract with the Board
- 8.4.0 Deletions from the Seniority List**
- 8.4.1** The member's name shall be deleted from the Seniority List when
- (a) the member's recall rights under Article 22 have expired, or
  - (b) the member voluntarily leaves the employ of the Board, or
  - (c) the member is released for reasons other than redundancy

**ARTICLE 9.0 METHOD OF PAYMENT**

9.1.1 For the 1998/99 school year only

- (a) Members Central Algoma Area  
**3.59% - August 18, 1998**  
**3.59% - September 1, 1998**
- (b) **All other members - 7.18% - September 2, 1998**
- (c) The remaining pays of 3.57% each shall be paid on every second Wednesday commencing September 9, 1998 and ending August 25, 1999.

9.1.2 For the 1999/2000 school year and beyond:

**3.84615%** of the annual salary commencing on the second (2nd) Wednesday of September and **3.84615%** of the annual salary on every second Wednesday thereafter. (100% of salary to be paid by August 31st of each school year)

9.1.3 (a) In the event of an overpayment of salary, the parties agree that the amount of overpayment **shall** be repaid to the Board forthwith, unless some other mutually acceptable schedule of repayment is arranged with the Board by the member.

(b) In the event of an underpayment of **salary** by the Board, the parties agree that the amount of underpayment shall be paid to the Member of the next regularly scheduled pay date.

9.1.4 (i) The Board shall provide direct deposit of salary for all members covered by this Collective Agreement **to** a bank **or** credit union within the jurisdictional area of the Board, according **to** the Member's choice.

**(ii) If** a Member leaves the employ of the Board due to retirement **or** resignation before the end of the current pay year (August **31**) or takes pregnancy or parental leave during the current pay year, any outstanding remuneration due to the member will be calculated based on the member's daily rate of pay. The Member shall be paid a salary according to the following formula:

$$\text{Annual Salary} \times \frac{\text{number of days which the member has worked}}{\text{total number of school days in the school year}}$$

Members retiring will receive any outstanding salary by their approved retirement date.



(iii) Where a statutory holiday falls **on** a pay day, the Board shall pay **on** the last regular banking day prior **to** the statutory holiday.

#### **ARTICLE 10.0 FEDERATION DUES**

- 10.1.1** On each pay date **on** which **an** employee **is** paid the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance **with** their respective constitutions and forwarded in writing **to** the Board at least thirty (30) days prior **to** the expected date of change.
- 10.1.2 The OSSTF dues deducted in 10.1.1 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 month in which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted
- 10.3.1 Dues specified by the Bargaining Unit in **10.1.1**, if any, shall be deducted and remitted to the Treasurer of OSSTF District 2 **no** later than the fifteenth of the month following the month in which the deductions were made. Such remittance shall be accompanied **by** a list identifying the members, their S.I.N. numbers, annual salary, salary for the period. and the amount deducted.
- 10.3.2 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of deductions authorized by OSSTF and/or the Bargaining Unit.

#### **ARTICLE 11.0 EMPLOYMENT INSURANCE REBATE**

- 11.1.1 The Board agrees **to** forward the Employment Insurance Rebate, of members who qualify, to the OSSTF District 2 Treasurer. It is understood that **this** rebate is subject **to** approval from Human Resources Canada, and will be returned to the OSSTF at the earliest opportunity. OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and **any form** of liability as a result of deductions authorized by OSSTF and/or the Bargaining Unit.

#### **ARTICLE 12.0 CERTIFICATION**

- 12.1.1 The placement of members in their respective salary category (group) shall be determined in accordance with the Certification Plan of OSSTF in effect September 1998 unless superseded **by** legislative requirements. These

Certification Rating Statements are the only statements acceptable for verification of placement. Provisional or other interim certification rating statements are not acceptable for placement.

- 12.1.2 The Bargaining Unit recognizes the right of the Board to request the member to submit proof of the basis upon which the OSSTF Certification Board granted the Certification Rating Statement, but only in such cases where that basis is **not** clear to the Board.
- 12.1.3 For payroll purposes, the onus shall be on the member to provide verification of qualification, eligibility and experience (related and teaching) in the case of first appointment with this Board, together with other documentary requirements prescribed by the Board, by August 1st if the effective date of employment is the beginning of the next school year.
- 12.1.4 **A** member who enters employment on contract with the Board after the beginning of the school year shall be paid the salary for which the Member is eligible at the time of employment pro rated for time worked based on the verification of qualifications, eligibility and experience (related and teaching) provided by the member.
- 12.1.5 The Board will continue **to** recognize during any school year to January 31 inclusive, or within five **(5)** months of date of appointment, should it be later than the beginning of the school year, any statement which makes the member eligible for higher salary retroactive to the beginning of the school year, or a later date of first appointment, provided that (i) the member indicates in writing **to** the Manager **of** Human Resources, by November 30, that a higher salary category or group **is** pending and (ii) the member has completed educational responsibilities and requirements for upgrading prior **to** September **30**. Notwithstanding, the eligibility for salary adjustment will be extended when circumstances are deemed by the Board **to** be beyond the control of the member. Payment of the higher salary on any other late requests for salary revision which have not observed this prescribed procedure, subject **to** other direction by the Board, shall be effective in accordance with Article 12.1.6.
- 12.1.6 In the event **a** member fails to provide verification for experience or qualification by January 31 inclusive, or within five **(5)** months of the date of appointment should it be later than the beginning of the school year, any salary adjustment resulting from future verification of experience or qualification within that school year shall be effective the month following such verification.
- 12.1.7 **A** member once placed on the grid in his/her salary category grouping will be paid at the category whether or **not** he/she is teaching the subject(s) making him/her eligible for that category.

12.1.8 A member who qualifies for a higher salary by completing educational requirements after September 30 of my school year, shall be paid the higher salary in that category effective the following school year upon verification of necessary documentation.

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

13.1.1 The parties agree that a leadership model will be developed for implementation in the school year 1999/2000. All appointments to positions of responsibility and corresponding allowances are hereby terminated effective August 31, 1999.

13.1.2 The model will be based on a cluster of subject areas under the leadership of a Chair and Lead Teachers.

13.1.3 It is preferable that a Chair hold specialist certification in at least one subject area within the organizational unit of responsibility.

13.1.4 It is preferable that a Lead Teacher hold specialist certification in at least one subject within the subject area.

13.1.5 The Chair will function as the Lead Teacher in one or more subject areas in the organizational unit for which he/she is responsible.

13.1.6 All Chair positions will be posted and filled internally, if possible, within each school for the first round of appointments. For subsequent competitions, the position of Chair is open to all qualified applicants within the system.

13.1.7 Existing Heads and/or other qualified individuals within a school may apply for the position of Chair or Lead Teacher.

13.1.8 A Joint Board/Federation Committee will be established to develop the leadership model and report to the parties no later than December 31, 1998 for approval. The committee will be comprised of six (6) members with equal representation from the Board and the Bargaining Unit. The leadership model will be implemented for the 1999/2000 school year

### **ARTICLE 14.0 ALLOWANCES**

#### **14.1.0 General**

14.1.1 The member claiming any of the following allowances will be required to furnish proof to the satisfaction of the Board in order to claim compensation. With the exception of Article 14.2.0 these allowances shall not result in a total salary that would pierce the maximum grid salary

14.1.2 All allowances shall be paid on the effective date of the appointment or at the beginning of the school year whichever is later.

14.2.0 **Extra Degrees**

14.2.1 An allowance of \$800 shall be paid to all members of the Bargaining Unit who hold a post graduate degree at the Canadian Masters level or an allowance of \$1,200 shall be paid to all members of the Bargaining Unit who hold a post-graduate degree at the Canadian Doctoral level whenever, according to the OSSTF Certification Board, these degrees are not being used for group placement which is used as a basis of salary placement. These allowances shall have the effect of piercing the maxima for all members of the District Affiliate.

14.3.0 **Teaching Experience**

Letter of Understanding (attached)

14.4.0 **Related Experience Allowance**

14.4.1 Related experience allowances paid to eligible members prior to **August 31, 1998** will continue to be paid. This allowance shall not have the effect of a total salary that would pierce the maximum of the *grid*.

14.4.2 Effective for new members hired for the 1998/99 school year and beyond, approved related experience in the area of Technological Studies will be recognized at the rate of \$600 for each **full** year of such experience to a maximum of \$5,400. Related experience shall be interpreted as experience which applies directly to the subject for which the member was hired to teach. The member claiming related experience allowance will be required to furnish proof to the satisfaction of the Board.

**ARTICLE 15 WAGES****15.1.0 WAGE GRIDS**

The wages paid to a member will be based on the following wage grid(s):

**(A) 1998/1999 GRID**

Category Year	1	2	3	4
0	29,490	30,449	33,255	35,035
1	31,560	32,650	35,650	37,421
2	33,629	34,851	37,851	39,807
3	35,699	37,053	40,238	42,192
4	37,769	39,254	42,566	44,578
5	39,838	41,455	44,893	46,964
6	41,908	43,656	47,221	49,350
7	43,977	45,857	49,549	51,735
8	46,047	48,059	51,876	54,121
9	48,116	50,259	54,204	56,507
10	50,186	52,461	56,531	58,893
11	50,186	52,461	58,859	61,279
12	50,186	52,461	58,859	63,664

**(B) 1999/2000 GRID**

CATEGORY YEAR	1	2	3	4
0	29,924	30,897	33,744	35,550
1	32,024	33,130	36,106	37,971
2	34,123	35,363	38,467	40,392
3	36,224	37,598	40,829	42,812
4	38,324	39,831	43,192	45,233
5	40,424	42,064	45,553	47,654
6	42,524	44,298	47,915	50,075
7	44,623	46,531	50,277	52,496
8	46,724	48,765	52,639	54,917
9	48,823	50,998	55,001	57,338
10	50,924	53,232	57,362	59,759
11	50,924	53,232	59,724	62,180
12	50,924	53,232	59,724	64,600

### 15.2.0 Area Allowances

15.2.1 In addition to the member's grid salary as determined by the member's qualifications and experience, member(s) appointed to schools within the following geographic areas shall be paid the appropriate geographic area allowance.

### 15.2.2 Geographic Areas

<b>CABE</b>	<b>500</b>
<b>NORTH SHORE</b>	1000
<b>MICHIPICOTEN</b>	1500
<b>CHAPLEAU</b>	<b>2000</b>
<b>HORNEPAYNE</b>	<b>3000</b>

### 15.3.0 Frozen Salaries

#### 15.3.1 1998/99

Members employed by the Algoma District School Board prior to June 30, **1998** whose salary of September **1, 1998** exceeds Grid A plus applicable area allowances shall have their salaries frozen for the **1998/99** school year.

#### 15.3.2 1999/2000

Members employed by the Algoma District School Board prior to June 30, **1998** whose salary of September **1, 1998** exceeds Grid B plus applicable area allowances plus increment on Grid B shall have their salaries frozen for the **1999/2000** school year.

### 15.4.0 New Hires

15.4.1 Members hired effective September **1, 1998** or after shall be placed on the above grid based on qualifications and experience.

### 15.5.0 Former Wages

15.5.1 All grids and allowances contained in predecessor Board collective agreements are null and void effective August **31, 1998**

### 15.6.0 Extra Degrees

15.6.1 For members who are eligible for the extra degree allowance and whose salary is frozen, the current extra degree allowance shall remain in place. Once the member salary is no longer frozen, the extra degree allowance payable under Article 14.2 will take effect.

**15.7.0 Board Coordinator's Allowance**

15.7.1 \$4,944.00

**ARTICLE 16.0 BENEFITS**

**16.1.1** The Board is not the insurer of employee benefits. The terms and eligibility criteria of the insurer contract shall prevail at all times. The Board agrees to maintain the benefit plan in effect as of December 31, 1997, unless otherwise agreed by the parties, throughout the 1998/99 school year provided such coverage is available through the present or alternate insurance carriers. Group benefits plan for the school year 1998/1999 will be in accordance with predecessor board collective agreements.

**16.2.1** Effective September 1, 1999 the following benefit plans and conditions will prevail:

**16.1.2 Enrolment in Plans**

(i) Members and their dependents, if applicable, will be enrolled in the Extended Health, and Dental plans unless they sign an exemption form.

(ii) Members who have signed an exemption form may apply for coverage at a later date providing such coverage elsewhere has ceased. Application must be made within thirty-one (31) days of cessation of coverage. Insurability shall be at the sole discretion of the carrier.

(iii) Members who do not join these plans within thirty-one (31) days of cessation of coverage elsewhere are considered as late applicants. **Late** applicants must be approved by the carrier(s) and the Board. Late applications for dental coverage are subject to a one year waiting period from the date of the application

(iv) **All** new members must join the basic Group Life Plan and the Long Term Disability Plan.

**16.2.1 Benefits Committee**

The parties agree to the formation of **an** ongoing Benefits Committee comprised of two (2) members of the District Affiliate and two (2) representatives of the Board. The Committee shall meet at the request of either party to review the benefits outlined in this Article **and** make recommendations for change as required to their respective parties

**16.3.1 Group Life Insurance Plan**

The Board will contribute 100% of the costs of the premium. The value of the policy will be two (2) times the member's annual salary to a maximum of \$175,000, with a minimum level of \$75,000, for full time members

**16.4.1 Accidental Death and Dismemberment (A.D. & D.)**

The Board will contribute 100% of the costs of the premium. The value of the policy will be two (2) times the member's annual salary to a maximum of \$175,000, with a minimum level of \$75,000 for full time members

**16.7.1 Optional Additional Group Life Insurance**

Optional Additional Group Life Insurance in units of \$10,000 to a maximum of \$200,000 will be made available to members of the Bargaining Unit in the Group Life Insurance Plan. Such coverage will be at the member's expense and at the group rate. Amounts and insurability will be the sole discretion of the insurance carrier.

**16.8.1 Optional Accidental Death and Dismemberment**

Accidental Death and Dismemberment insurance in units of \$10,000 to a maximum of \$200,000 will be made available to members of the Bargaining Unit in the Group Life Insurance Plan. Such coverage will be at the member's expense and at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

**16.9.1 Optional Spousal Life**

Members of the Bargaining Unit who are enrolled in the Group Life Insurance Plan may purchase Dependent Life Insurance in units of \$10,000 to a maximum of \$100,000. Such coverage will be at the member's expense and at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

**16.10.0 Dental and Extended Health Plans will be provided as follows:****16.10.0 Dental Plan****16.10.1 The Board will contribute 100% of the premium cost of the plan as follows:**

Preventative Services (includes examinations, x-rays, fillings, extractions, oral surgery, polishing, scaling, fluoride treatments, periodontal treatment, endodontics, denture relines and repairs, space maintainers, pit and fissure sealants)



- no deductible
- No calendar year maximum
- Fee Guide - 1998 O.D. A.
- Recall frequency - 9 months - Adult  
6 months - child (under age)

The Board will contribute 100% of the premium cost of the Plan. Extended Health coverage will include:

- First \$5.00 of dispensing fee paid by member(s)
- Expenses include but are not limited to:
  - pay direct drugs covered including those legally requiring a written prescription and certain life sustaining medication. Generic Substitution applies unless physician indicated "no substitution"
  - Smoking Cessation \$500. life time
  - Fertility **Drug** maximum \$2500 life time (Drug Formulary 3)
  - Vision Care = \$175 per 24 month period
  - Paramedical Practitioners (Chiropractor, Physiotherapist, Podiatrist, Naturopath, Speech Therapist, Masseur, Psychologist) limited to \$20 per visit and \$500 per twelve month period
  - Semi-Private Hospital Accommodation capped at \$140 per day
  - Private Duty Nursing \$5000 per twelve month period
  - Hearing Aids \$500 per 48 month period
  - Out of Country Referral Medical
    - \$10,000 lifetime maximum for services not available in Canada and with prior approval of Insurance Company
  - Out of Country Emergency Medical - reasonable and customary expenses

### 16.11.0 Long Term Disability Plan

16.11.1 The member will contribute 100% of the premium cost. Insurability and eligibility to receive this benefit will be determined by the Carrier. The parties agree that the **Board** is not responsible in the event that the insurer determines a member is ineligible for Long Term Disability. The plan includes the following:

- member owned plan
- administered by the Board
- mandatory for new members
- availability of benefit subject to insurance carrier approval and not responsibility of the Board
- elimination period for LTD benefits of not more than one hundred twenty (**120**) calendar days
- plan outlined in Collective Agreement

Once the plan is established no changes will be made during the collective agreement except by mutual consent.

### 16.12.0 Reinstatement

16.12.1 The Board agrees to reinstate, with all seniority rights, a member returning from a period of Long Term Disability, at an appropriate, mutually agreeable time, provided that the applicant is capable of meeting the essential duties of the job as certified by a qualified medical practitioner approved by the Board and meets the qualification requirements of the job.

### 16.13.0 Retention of Benefits

16.13.1(a) All benefits shall be maintained in force in accordance with this Agreement until superseded by a new Agreement.

- (b) (i) The parties agree that a member who is absent from duty because of illness and whose sick credits have expired, or is receiving Long Term Disability, shall be entitled to retain coverage of benefits provided by the Board by prepaying the relevant premiums for the applicable period(s), subject to the insurance carrier approval
- (ii) The parties agree that an employee who is on leave of absence without pay for a period of up to two years and **not** while otherwise employed, shall be entitled to retain coverage of benefits with the exception of Long Term Disability by prepaying the relevant premiums for the applicable period(s).

- (iii) Members on **pregnancy/parental** leave may carry Long Term Disability coverage for the duration of this statutory **pregnancy/parental** leave.

(c) In the event **of** the death **of** a member, the Dental and Extended **Health** Care coverage will be continued for the qualifying surviving members of the **family** to the end of the second month following the month in which the employee dies.

(d) All benefits shall be maintained in force during any period of legal strike and **lock-out**, provided the District Affiliate immediately assume obligation for the payment **of** the total contributions for all benefits for the duration thereof, subject to the approval of the carrier.

(e) **Upon** retirement, members **of** the District Affiliate may elect to participate in the Board's retiree Extended Health and Dental plans, at the group retirees' premium rate, continuous to age **65** years. The cost of such coverage is to be borne entirely by the member.

(f) In the event **of** the death **of** a retired member, with coverage for extended health and dental, such coverage may be continued by the spouse to age **65** at the retirees' group premium rate. The cost of such coverage is to be borne by the spouse.

(g) It is understood that Articles **16.13.1(c)**, (e), and **(f)** apply only **if** the coverage is available without affecting the Group Rate for active members.

The Board agrees to provide an outline **of all** benefits provided for under this article to each member of the Bargaining Unit. with the exception of **LTD**.

#### **16.14.0 Sick Leave Credit Accumulation**

**16.14.1** The Board shall establish sick leave plan for member's absences related to member illness or dental condition as hereinafter provided and shall maintain a sick leave account for each **full or** part time regular day school teacher employed by the Board under **this** agreement.

**16.14.2** For the purposes of this plan:

**16.14.2.1** A fraction of a day used shall be taken to the nearest higher half day;

**16.14.2.2** **No** days will be credited to a member on leave of absence or on strike, lock out or withdrawal of services;

**16.14.2.3** A member will neither be eligible to accumulate **nor to make use of** sick leave credit while **not** actively employed by the board,

- 16.14.2.4 Part-time members shall be allowed to accumulate and shall be deducted leave days on a pro-rata basis in accordance with their teacher assignment;
- 16.14.3 Where a teacher commences employment after the first day in a school year for the purpose of Article 16.14 the sick leave of 20 days shall be prorated.
- 16.14.4 If a teacher submits a resignation effective earlier than the last working day of any month of the working year, deduction shall be made from the teacher's sick leave credit for the remaining months of the school year at the rate of two (2) days per month pro rated.
- 16.14.5 Once the member's sick leave credits have expired, no salary payments or further accumulation of sick leave credit shall occur. Benefits for a member shall be continued until the end of the next following month after the utilization of all credits. Continuation of Benefits may be arranged by the member at the member's own expense
- 16.14.6 During each year, a member of the Bargaining Unit other than those governed by Article 16.14.7 shall be allowed two (2) days sick leave per month of service and for the purpose of the plan shall be credited annually with twenty (20) days less any portion used until the total number of days accumulated in the reserve amounts to a maximum of two hundred (200) days
- 16.14.7 Any member eligible for more than two hundred (200) days accumulation as of June 30, 1998 will retain their right to accumulate sick leave credit days to the accumulation maximum defined in their predecessor collective agreements. However, such members shall only be entitled to twenty (20) sick days per year effective September 1998.

**NOTE: List of Eligible Members is required**

- 16.15.1 The Board shall report each year, to each member, unused sick leave credit accumulation.
- (a) Any medical absences by a member which exceed five consecutive school days may require medication documentation upon return to duties, if the Board so requests.
  - (b) The Board reserves the right to have the member submit a certificate from a doctor named by the Board, regardless of the duration of the illness. The Board agrees to notify a member of its intention to implement this clause via Principal/immediate the supervisory and give reasons for so doing.

**16.16.0 Quarantine**

16.16.1 Leave without **loss** of salary, benefits or seniority shall be granted to a member for a period of quarantine when declared by the Medical Officer of Health or Designate. Such leave shall be deducted from the member's **sick** leave credits.

The onus shall be on **the** member **to** provide appropriate documentation (Medical of Health Certificate) **to** the Board as soon as practically possible.

**ARTICLE 17.0 LEARNING ENVIRONMENT**

17.1.1 Projected enrolment figures as of no later than May 30 will form the basis for staffing for the following September.

17.2.1 The parties agree that the maximum class size will be as follows:

Academic/Advanced	30 + 10% Flex Factor
Applied/Experiential/Basic Applied/Experiential/Basic	20 + 10% Flex Factor
Applied/Technical	25 No Flex Factor 20 + 10% Flex Factor in <b>some</b> areas of Construction, Transportation, <b>Manufacturing</b>
Applied/General	25 + 10% Flex Factor
Open	27 + 10% Flex Factor
Destreamed	25 + 10% Flex Factor
Destreamed (ie AHHS)	15 + 10% Flex Factor
Basic	20 + 10% Flex Factor Basic maximum class sizes currently below 20 + 10% Flex will not be adjusted for 1998/99 only
Co-op (ie AHHS)	15 + 10% Flex Factor
Co-op	17 + 10% Flex Factor
Multi level	Lower Class Size No Flex Factor
Multi grade	Lower Class Size No Flex Factor
Transfer Class	25 + 10% Flex Factor

The Board and Bargaining Unit will work cooperatively to monitor the application the flexfactor but in all cases no school will have more than 33% of its classes in total above the desirable maximum as of October 31 for Semester I and March 31 for Semester II.

- 17.3.1 The Board will staff secondary schools in accordance with the Education Act and Ontario Regulations governing class sizes.
- 17.4.1 Nothing prevents the Board from providing additional staff for schools based upon local circumstances and the needs of the students
- 17.5.1 The total members for September 1998 to August 31, 1999 will be a minimum of 395 FTE.
- 17.6.1 For 1998/1999 each classroom teacher shall be assigned in each semester three (3) periods of **seventy-five (75)** minutes per day per **of** classroom instruction time plus one-half (**1/2**) period of timetabled other duties per day which may include among others: on calls to replace teachers who are absent or performing other duties; library; guidance; department administrative time; study hall; remediation; curriculum release time; in school suspension; mentoring (teacher advisor) or provincially mandated programs.
- 17.7.1 Members of the Bargaining Unit **shall** be guaranteed one half (**1/2**) period of preparation time per day or equivalent in a **semestered** school.
- 17.8.1 Members **of** the Bargaining Unit shall be entitled to a lunch break as provided in the Education Act.
- 17.9.1 For 1999/2000, each classroom teacher shall be assigned in each semester, **three (3)** period of **seventy-five (75)** minutes per day of classroom instruction **time** plus one-half (**1/2**) period of timetabled other duties per day which may include **among** others: on calls to replace teachers who are absent or performing other duties; library; guidance; department administrative time, study **hall**; remediation; curriculum release time; in school suspension; mentoring (teacher advisor); cooperative education; individual learning; learning resource; alternative learning; Section 27; community living; Lead; apprenticeships; Special Education **or** provincially mandated programs

Notwithstanding the above, the Board will review with the **Bargaining Unit** the finding provided **for** secondary instruction and preparation time for the 1999/2000 school year

Should this review identify that the Board cannot meet its secondary organizational needs with the secondary instruction and preparation funding provided, the Board will make every reasonable effort to secure additional provincial funding. Should sufficient funding not be available the Board will meet with the Bargaining Unit to identify reasonable alternatives to address this shortfall

Following this process, it may be necessary for the Board to implement various forms of additional off setting adjustments to address the shortfall.

The Board agrees to provide the Bargaining Unit the financial data in a timely fashion, The Bargaining Unit agrees to cooperate fully with the Board in the review.

Article 17.6.1, 17.7.1 and 17.9.1 apply to semestered schools. Should the Board have non-semestered schools the equivalent assignment structure will apply.

#### **ARTICLE 18.0 TEACHER IN CHARGE**

18.1.1 A member may agree to act as teacher in charge for a short time absence of a principal or vice principal. The term of any individual teacher in charge is limited to nineteen (19) consecutive days and to not more than forty (40) days in a school year.

18.2.1 If the member acts as a teacher in charge for five (5) consecutive days, he/she shall be compensated at the minimum vice principal rate on a per diem basis made retroactive to the beginning of the period.

18.3.1 A teacher in charge shall not review or evaluate a member of the bargaining unit.

#### **ARTICLE 19.0 PRINCIPAL AND VICE PRINCIPAL (Acting)**

19.1.1 A member may be appointed to an administrative position to replace a Principal or Vice Principal who is ill or on an approved leave of absence for up to one (1) year and shall retain all seniority rights for a period not to exceed one (1) year.

19.2.1 A member may be appointed in this manner more than once provided that the total terms of appointment do not exceed two (2) years.

#### **ARTICLE 20.0 VACANCIES**

20.1.1 A vacancy is any position which is known to be open after the staffing process as outlined in Article 22 has been completed and which is open for the next entire school year.

20.1.2 A vacancy shall be posted in each secondary school of the Board for a period of five (5) school days provided that the vacancy is known before June 20.

Any member of the Bargaining Unit has the right to apply for a vacancy for which the member is qualified.



**20.4.1** Nothing in the Article precludes the Principal from arranging staff prior to the posting of a vacancy.

**20.5.1** Long Term Occasional Teachers may be employed as described in the Acts and Regulations.

## **ARTICLE 21.0      TRANSFER REQUESTS**

**21.1.1** A member who wishes to be considered for a transfer for the next year school year shall apply in writing **to** the appropriate superintendent by March 1st.

**21.2.1** Transfer requests will be considered by the appropriate superintendent during the Board level staffing process. It is understood that organization and staffing needs of the system are the first priority.

**21.3.1** A member, whose transfer request has been granted for the next school year, will be notified as soon **as** possible and not later than the end of June.

**21.4.1** Moving and relocation expenses for transferred members shall be at the member's expense.

**21.5.1** Nothing in this or any article guarantees that any member's request for transfer will be granted.

**21.6.1** Nothing precludes the transfer of staff at any time by mutual consent.

**21.7.1** If the Board, for a valid reason, requires a member to transfer to another school, the Board will endeavour **to** place the transferee in a position which is mutually satisfactory **to** both parties. The following steps shall apply:

- a) **A** member shall be advised of his/her right to seek advice and assistance of a Bargaining Unit representative in transfers under this article not initiated by the member.
- b) Members involved in these transfers shall be informed five (5) school days in advance of the transfer.
- c) Should a vacancy occur in the school from which the member was transferred, the member may request to be returned to that school.
- d) Moving and relocation expenses for members under clause 21.7.1, where the member relocates his/her household from one geographic area to another will be assisted to a rate of 50% of the actual cost of moving the member's household goods **to** a maximum of **\$1000.00** based on original receipts submitted to the Board.

- 21.8.1** Notwithstanding Article 21.7.1 a member cannot be transferred from one school to another school that is greater than **75** kilometers distant without the agreement of the member.

**ARTICLE 22.0 STAFFING AND SURPLUS AND RECALL**

- 22.1.1** The principal of each school shall be responsible for staffing based on the allocation given to the school. Members who are returning from an approved leave shall be on the staffing complement in the school in which they were previously assigned. The principal shall staff according to seniority and qualifications. The members declared surplus to the school following this process shall be notified of surplus status in an interview with the principal.
- 22.2.1** The Board shall compile a list of surplus members to each school no later than May 15 of each **year**. This list will be made available to the Bargaining Unit by the same date.
- 22.3.1** The Superintendent of Education shall place surplus members in open positions within **an** appropriate geographic area on the basis of seniority and qualifications by May 31.
- 22.4.1** In the event that no open positions exist in the District for which surplus members are qualified; the Superintendent will place, subject to qualification, the more senior surplus member(s) before placing the less senior member(s). Displacement in staff shall result in the least senior member(s), subject to qualification, being declared redundant. Members declared redundant will be given a letter of termination and placed on the recall list if the member elects recall. The number of displacements shall be kept to a minimum wherever possible. The Superintendent of Education **will** meet with the Bargaining Unit on a regular basis during the process to review the staffing and its results before finalization.
- 22.5.1** Members declared surplus to their school that have been placed in a new school shall have the right **to** return, by seniority, to positions for which they are qualified and which have become available at the school or geographic area from which they were declared surplus by September 1. There may be circumstances as determined by the Board and the Federation, that provide **an** exception to this date.
- 22.6.1** Instead of accepting an assignment which displaces a member with less seniority, a member may choose to have his/her name placed on the Recall List and be given a Letter of Termination by June 15. Such elections shall be made in writing to the Superintendent of Education within two **(2)** school days of being made aware of the displacement location. Such members shall remain eligible for recall, subject to the terms of recall as hereinafter provided.

- 22.7.1 Known opening for Positions of Responsibility shall be filled prior to staffing.
- 22.8.1 Notwithstanding the above, if the Board finds itself in a situation where there are surplus members for semester two or mid year in a non-semestered school system, the staffing and displacement process as outlined above will apply. Where a member is declared surplus, the Board will provide the member with a minimum of four (4) weeks notification. Shorter notice may be given with mutual consent.
- 22.9.1 Members hired prior to December 31, 1998 and who are on a recall list of the 1997/98 school year will continue to be governed by the collective agreement recall conditions in effect for their area at August 31, 1997.

## **22.10 RECALL**

- 22.10.1 The Board shall establish and maintain a list of all Bargaining Unit members who are declared redundant and have elected recall, called the Recall List. At the time of termination of employment, a member who has been declared redundant will have the option of selecting to be placed on the recall list or to select severance allowance which shall be payable on the date of termination in accordance with the Employment Standards Act requirements
- 22.10.2 Bargaining Unit members who have been declared redundant and elected to be placed on the Recall List shall be recalled to open positions based on seniority and qualifications for a period of up to twelve (12) months from the date of termination and shall be reinstated as though there had been no interruption in service for the purpose of seniority. Time spent on the Recall List shall not count towards the requirement of the probationary period. Recognition of service for increment purposes shall not be granted for the period of time spent on the Recall List.
- 22.10.3 While on the Recall List redundant members shall be entitled to continue to be enrolled in benefit plans in which the members were enrolled immediately prior to being declared redundant, with full costs paid by the member.
- 22.10.4 Bargaining Unit members who are eligible for recall shall be responsible for filing their most recent address with the Board.
- 22.10.5 When a position becomes available for which the member has seniority and qualification, the Board shall contact the member being recalled by telephone and offer the position. Should the Board be unable to contact the member by telephone, the offer shall be made by registered mail or equivalent. The members so notified must advise the Board of their intention to return to work within the period not to exceed two (2) days of telephone contact or five (5) working days from the mailing of such notification, unless the member and the

Board agree to **an** alternative date. Failure to respond to the registered letter or equivalent will result in the member's name being removed from the list.

- 22.10.6 No new employee will be hired by the Board until all members on recall have been given consideration for recall subject to qualifications.
- 22.10.7 The Board will keep the Bargaining Unit informed on the status of vacant positions and members on the recall list on an ongoing basis.

#### **ARTICLE 23.0 COMPASSIONATE LEAVE (TYPE 1)**

- 23.1.1 Compassionate Leave shall be granted without loss of pay or sick leave credits for the following:
- 23.1.2 For the funeral of a members' father, mother, brother, sister, spouse, child, guardian, father-in-law, mother-in-law, grandparents of member or spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild.
- 23.1.3 Compassionate leave for those situations covered by Type 1 Compassionate Leave will be provided **as** follows:
- (i) Within a distance of 150 kilometers of the member's principle residence - to a maximum of three (3) school or working days.
  - (ii) For greater distances - to a maximum of five (5) school or working days.
  - (iii) Notwithstanding 23.1.3(i), when a death occurs in the member's immediate family (father, mother, sister, brother, spouse, child or guardian), the member may be granted an additional two (2) days leave upon request **to** the Superintendent.

#### **ARTICLE 24.0 COMPASSIONATE LEAVE (TYPE 2)**

- 24.1.1 For a severe illness of the member's father, mother, brother, sister, child, spouse, guardian which will be considered one involving major surgery **as** certified by a doctor, or one in which immediate concern is expressed by a doctor for the life of a patient. The employee shall submit to the Board **a** doctor's certificate verifying the severity of the illness as soon as reasonably possible.

24.1.2 Compassionate leave for those situations covered under Type 2 will be provided as follows:

- (i) to a maximum of five (5) school or working days per school year;
- (ii) any request for leave beyond five (5) school or working days in a school year may be taken as a Personal Leave request and will be subject to Board approval as per Article 26.

24.1.3 Member requests for compassionate leave will be made through the Principal (or immediate supervisory where the member is not assigned to a school) to the Manager of Human Resources or his/her designate. Where possible, requests for compassionate leave will be made in writing, in advance. In emergencies, a telephone call, confirmed later in writing, is acceptable.

## ARTICLE 25 FEDERATION LEAVES

### 25.1.0 SHORT TERM LEAVES

#### GENERAL

25.1.1 Short term leaves for members under 25.2 and 25.3 will be limited to a maximum of ten (10) days per member per school year. The Board reserves the right to limit the number of leaves at any one time or at any one individual school, and shall exercise this right in a fair and reasonable manner

25.1.2 The Bargaining Unit and/or member shall submit a request for all leaves under Article 25.2 to 25.3 in writing at least one (1) week prior to requested date of leave on the appropriate forms and such application shall be processed through the Principal to the Manger of Human Resources or designate.

25.1.3 For the purpose of 25.1.1, any reference to day's leave shall be interpreted to mean a full school day. Regardless of the member's timetable, each day request shall constitute a full day.

### 25.2 EDUCATION/CURRICULUM RELATED

25.2.1 The Board may grant requests for absences from duty for members who have been appointed to OSSTF committees whose mandate are directly focused on education/curriculum purposes.

25.2.2 The leaves shall be at the occasional daily rate of pay regardless of whether one is used or not and shall be paid for by OSSTF.

25.2.3 Each request shall be considered **on** its own merit, however it is expected that the Bargaining Unit meeting will be convened outside **of** school hours where possible

### 25.3 **FEDERATION BUSINESS**

25.3.1 The Board may grant requests **for** absences from duty for members to attend to OSSTF business

25.3.2 OSSTF shall reimburse the Board for **100% of** salary and **allowance(s) cost** for the member for the duration of the leave.

### 25.4 **PRESIDENTIAL LEAVE**

25.4.1 The Board shall grant the Bargaining Unit President up to **fifteen** (15) days per school year for bargaining unit business.

25.4.2 OSSTF shall reimburse the Board for such leave for **100%** of salary and allowance(s) costs for **the** member for the duration of the leave.

### 25.5 **COLLECTIVE BARGAINING LEAVE**

25.5.1 The Board shall grant the Chair of the Collective bargaining Committee and the Chief Negotiator a combined total **of** twenty (20) days per year for **the** purpose of negotiation

25.5.2 OSSTF shall reimburse **the** Hoard for such leave for **100%** of salary and allowance(s) costs for the member for the duration **of the** leave.

### 25.6 **LONG TERM FEDERATION LEAVES**

25.6.1 The Board shall release one (1) member to act as a **full** time District **Officer** without loss of salary, benefits, or seniority. The Bargaining Unit will reimburse **the** Board for **100%** of **salary, allowance(s)** and benefits costs for the duration of the leave of the member. The Bargaining Unit shall **notify** the Board of the name **of** the District Officer for the **following** year no later than **May 15**

25.6.2 The Hoard may also grant the Bargaining Unit one leave for any part **of** the school year or a reduced timetable. The Bargaining Unit shall request such leave **no later** than May 15 for the following year. The Bargaining Unit shall reimburse the Board for such leave **for** **100%** of the absent member's salary, allowance(s) and benefits costs for the duration and portion of the leave. **Full** seniority will be retained and shall continue to accrue for the duration of **the** leave

- 25.6.3 The Board shall grant a leave of absence for the member of the Bargaining Unit who has been elected or appointed to serve as a full time officer of OSSTF or OTF. The Bargaining Unit shall request such leave no later than May 15 for the following year. Each leave shall be for a period of up to two **(2)** school years and may be renewed twice only for the same term provided that the renewal period immediately follows the original leave. The Bargaining Unit shall reimburse the Board for 100% of the absent member's **salary**, allowance(s) and benefits costs for the duration of the leave. The member on leave shall not accumulate sick leave for the period of the leave. Full seniority will be retained and shall continue to accrue for the duration of the leave.
- 25.6.4 Requests for the above leaves shall be submitted in writing on the appropriate leave form **to** the appropriate Superintendent of Education through the Principal.

#### **ARTICLE 26.0 PERSONAL LEAVE**

- 26.1.1 Upon application to the Manager of Human Resources, through a Principal/immediate supervisor, personal leave may be granted as set out below. The purpose of such leave is **to** allow the member to attend to matters of personal importance which, in the judgment of the member, cannot be attended to in any other way.
- a) on provision of reasons satisfactory to the Manger of Human Resources, one day may be provided with pay

**OR**

one day shall be granted provided there is no additional cost to the Board (i.e. member either makes arrangements for other members to use their preparation time **to** cover the member's class or the member reimburses the Board via payroll deduction **at** the Occasional Teacher daily rate)

- b) two **(2)** additional days may be granted provided the member reimburses the Board via payroll deduction at the Occasional Teacher daily rate of pay regardless of whether one is used or not.
- c) additional day(s) may be granted under this clause, and if granted the member agrees **to** reimburse the Board via payroll deduction for 100% of salary and allowance(s) costs.

- 26.1.2 Leave under **26.1.1(a)** and (b) shall not be granted to extend a statutory holiday or vacation period. The Superintendent of Education may, in exceptional circumstances, waive this restriction.

**ARTICLE 27.0 RETIREMENT GRATUITY AND SERVICE GRATUITY .**

Existing collective agreement clauses dealing with Retirement and Service Gratuity from predecessor Board areas will be grandparented for members employed in those geographical areas on June 30, 1998.

**ARTICLE 28.0 MEMBER FUNDED LEAVE**

28 I 1 Member funded leaves will be individually limited **to** one leave every five years

28 I 2 The leaves shall not impede the efficient operation **of** the school system or the surplus procedures under the Agreement.

28 I 3 The granting **of** leaves shall be governed by the following criteria,

(a) The member is employed by the Board and has been an employee of the **Board** for five **(5)** consecutive years

(b) The member is unlikely to be declared surplus during the period of the leave plan

(c) The member declares that, except for emergency circumstances, **he/she** intends to serve the Board to the end of the plan.

(d) Acceptance, rejection or deferral of the application shall be in writing setting out the terms and conditions **of** the acceptance or explaining the **reasons for** rejection or deferral

28 I 4 Member **funded** leave shall be funded by the member through salary holdback **with** the leave taken at the end of the period of salary holdback.

28 I 5 The following provisions shall apply

(a) The member **shall** apply to the Superintendent through the Principal. Once approved the application will be forwarded to the Manger of Human Resources for finalization **and** processing

(b) The terms **of** the **plan** will be as **follows:**

5 **years** or 5 semesters **at** 80% salary with leave in the fifth year or semester

4 years or 4 semesters at 75% salary with leave in the fourth year or semester

28 I 6 The withheld salary and accrued interest shall be paid to the member during **the** period of the leave in one lump sum payment or through the regular payroll Arrangements for the method **of** payment should be made directly through the payroll department



- 28.1.7 The Board shall pay the employee benefit contributions **as** required in Article 16 of the Agreement on behalf of the member during the period of the funded leave. The member shall pay his/her portion in order to maintain full coverage. Arrangements for payment of benefit contributions will be made prior **to** the commencement of the leave. Any member who has not made payment or who has not made arrangements, satisfactory to the Board, for payments of premiums prior **to** commencing the leave will have his/her benefit coverage terminated **for** the period of the leave of absence. Eligibility for LTD coverage shall be subject to carriers approval
- 28.1.8 While a member is on funded leave, no additional sick leave time shall be granted or accumulated.
- 28.1.9 While a member is on funded leave no additional teaching experience for grid purposes shall be granted or accumulated.
- 28.1.10 On the member's return, he/she shall be assigned to a comparable position in his/her own school, subject **to** staffing and surplus procedures.
- 28.1.11 A member granted funded leave shall continue to accrue seniority and retain **full** seniority rights for the duration of the leave.
- 28.1.12 If the member is declared surplus to the secondary system during the period of the leave or salary holdback, the Board shall pay **to** the member the full amount of the withheld salary and accrued interest up to that time in a manner determined by the Board in consultation with the member.
- 28.1.13 If the member should die prior **to** taking the leave, the monies withheld and interest accrued shall **be paid to** the estate of the deceased on a date and in a manner determined by the Board in consultation with the executors and administrators of the estate.
- 28.1.14 A member or the Board may withdraw from the plan at any time prior to taking the leave, provided that written notification is given to the other party at least **eight (8)** months prior **to** the commencement of the leave. Withdrawal from the funded leave at any other time prior to the commencement of the leave would require mutual agreement.
- 28.1.15 Once a member has entered into a funded leave agreement with the Board, no alterations may be made to the plan except **to** withdraw entirely from the plan.
- 28.1.16 Teachers' Pension Plan contributions shall be in accordance with the Teachers' Pension Plan regulations.

## ARTICLE 29 PREGNANCY AND PARENTAL LEAVE

- 29 I 1 This leave shall correspond with the Employment Standards Act. Additional time for pregnancy and parental leave shall be considered where such time is taken to correspond with the natural breaks of the school year.
- 29 I 2 The **Board shall** provide for members on pregnancy leave a supplemental unemployment benefit plan subject to approval by the Human Resources Canada and subject to regulations established by the Federal Government. In each week of the two (2) week mandatory waiting period which occurs during the September to June period, the plan will pay a sum equal to the Employment Insurance Commission benefit that would be payable **to** the member each week of the benefit period.
- 29 I 3 To be granted a **sub** benefit, members must make written application to the Board prior to the expiry of the period of Employment Insurance Commission benefit outlining the commencement date of the waiting period and the weekly amount of Employment Insurance benefit payable.
- 29 I 4 Benefit coverage and seniority shall be continued as set out in the Employment Standards Act.
- 29 I 5 Members may apply for additional Parental Leave for up to two **(2)** years. Application must be made in writing to the Manager of Human Resources **at** least six (6) weeks prior to the commencement of the leave. The member shall be responsible for 100% of the cost of benefit coverage. Time spent in an extended Parental Leave shall not count towards the requirement of a member's probationary period.

## ARTICLE 30 EXTENDED LEAVES OF ABSENCES

- 30 I 1 The Board may grant requests for extended leaves of absence without pay or benefits **up to** a maximum of two **(2)** consecutive years for members on a permanent contract. While on leave of absence the member may continue benefits coverage, with the exception of LTD, at no cost to the Board under the Board's benefit plans, by prepayment of the cost of the benefit premiums. **Any** member who has not made payment **or** who has not made arrangements, satisfactory **to** the Board, for payment of premiums prior to commencing the leave, will have his/her benefits coverage terminated for the period while on leave.
- 30 I 2 Extended leaves for any member will be individually limited to not more than one in any given five year period.

- 30.1.3 Application for leave of absence under **this** section must **be made** in writing by the member to his/her Principal/immediate supervisor who will forward the application to the Manager of Human Resources or his/her designate by March 1st.
- 30.1.4 The application will state the purpose for which the leave is requested and may include leave for a member to take an administrative position with the Algoma District School Board, for one (1) year. In such a case, the member shall retain seniority rights for one year.
- 30.5.1 Members granted such leave will retain their relative position on the seniority list as defined at the commencement of the leave of absence for **up to two (2)** years in accordance with the terms of this agreement.
- 30.6.1 While a member is on leave no additional teaching experience shall be granted or accumulated.
- 30.7.1 At the conclusion of the leave a member shall be assigned to a comparable position to his/her previous position within their geographical area subject to **surplus** and staffing procedures.

## **ARTICLE 31 GRIEVANCE PROCEDURES**

### **General**

- 31.1.1 A grievance shall be defined **as a** matter arising from the interpretation, application, administration or alleged contravention of this agreement.
- 31.1.2 In this article, "Grievance Committee" shall refer to:
  - (a) In the case of the Board this committee may include the Director of Education, the appropriate Superintendent of Education, the Manager of Human Resources **and/or** a designate and up to three (3) Trustees:
  - (b) In the case of the Bargaining Unit, three (3) of its members duly authorized by the Bargaining Unit to act on its behalf:
  - (c) Additional resource people may be included by mutual consent
- 31.1.3 For the purpose of this Article, a teleconference may be deemed to constitute a meeting, by mutual consent.

## Individual Grievance

### 31.4.1 Informal Member(s) Initiated

(a) If a member(s) feel there has been a contravention of the collective agreement, that member(s) shall first seek remedy through an informal meeting with the principal/immediate supervisor. The member(s) may have Bargaining Unit representation present at said meeting, should the member(s) so desire

The member(s) must discuss the alleged contravention with the principal/immediate supervisor within fifteen (15) school days of the date of the alleged contravention.

### 31.5.1 Step 1

(a) If the informal discussion does not result in a resolution, the Bargaining Unit on behalf of the member(s) may file a written grievance with the appropriate Superintendent of Education (with copies to the appropriate parties including the principal/immediate supervisor) within ten (10) school days of the informal meeting with the principal

(b) Such written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the agreement including the relevant article number(s); and
- (ii) a statement of the facts to support such grievance; and
- (iii) the relief sought; and
- (iv) the signatures of the duly authorized official of the Bargaining Unit and the member concerned.

(c) The Superintendent of Education or designate shall respond in writing to the grievance within ten (10) school days. As an alternative, either party may contact the other to seek a meeting of the appropriate parties with a view to resolving the dispute

### 31.6.1 Step 2

(a) If the grievance is not resolved at Step 1, the Bargaining Unit, with the written concurrence of the member concerned, may within five (5) school days from the date of receipt of the reply of the Superintendent of Education or designate submit the grievance to the Director

(b) The Bargaining Unit shall be notified in writing of the answer of the Director within ten (10) school days from the date of the receipt of the grievance at Step 2.

**As** an alternative, either party may seek a joint meeting of their respective committees with a view of resolving the dispute. If a meeting had not been held at Step 1, then a meeting will be held at Step 2.

31.7.1 If the reply of the Director is unacceptable to the Bargaining Unit, or, as the case may be, if a joint meeting of the grievance committee fails to resolve the matter, the Bargaining Unit shall then advise the Board of their position within five (5) school days from the date of receipt of the reply

31.8.1 Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld. The failure of one party to comply with the time allowance of any agreed upon extensions shall result in the grievance being terminated in favour of the other party.

### **Party Grievance (Bargaining Unit or Board Initiated)**

#### **31.9.1 Informal Discussion**

(a) The party alleging contravention of the collective agreement shall first attempt **to** resolve the matter by informal discussion with either the appropriate Superintendent of Education or duly authorized representative of the Bargaining Unit as the case may be.

Such a meeting must occur within fifteen (15) school days of the date of the alleged contravention of the agreement.

#### **Step 1**

31.10.1 (a) In the event that informal discussion did not result in a resolution to the matter, the party wishing to file a grievance shall do **so** in writing to either the Director or the Bargaining Unit President, as the case may be, within five (5) school days of the informal meeting.

(b) Such written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the agreement, including the relevant article number(s); and
- (ii) a statement of the facts **to** support such grievance; and
- (iii) a relief **sought**; and
- (iv) the signatures of the duly authorized officials of either the Bargaining Unit or the Board, as the case may be

(c) **A** joint meeting of up to three (3) representatives **from** each party's grievance committee shall be convened within ten (10) school days of receipt of the written grievance to discuss the grievance and attempts to resolve the dispute

(d) **The** Director or President of the Bargaining Unit, as the case may be, shall respond in writing to the grievor within those fifteen (15) school days of the receipt of the written grievance.

#### step 2

**31 11** (a) If the reply at Step 1 is unacceptable to the grievor, the grievor shall then advise the other party of their position within five (5) school days from the date of the receipt of the reply at Step 1.

**31 12** **Time** restrictions may be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld. The failure of one party to comply with time allowances of any agreed upon extensions shall result in the grievance being terminated in favour of the other party.

#### Alternative Forms of Grievance Mediation

**31 13** (a) At any time, following the informal step in the Grievance Procedure, the parties by mutual consent in writing may elect to resolve the Grievance by using any form of Grievance Mediation the parties may find mutually acceptable. The parties shall agree on the individual to be the Mediator and the **time** frame in which a resolution is to be reached.

(b) **The** Grievance Mediator shall not add **to**, delete from, modify, or otherwise amend the provisions of the collective agreement.

(c) The fees for the Grievance Mediator and any related expenses shall be shared equally by the parties

Each party shall pay the wages, and expenses as well as related costs of their respective attendees, advisors and witnesses

#### Arbitration

**31 14 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 the arbitration board.

- 14.2 The recipient of the notice shall within fifteen (15) school 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.
- 31.14.3 When two appointees are so selected they shall within five (5) school days of the appointment of the second of them appoint a third person who shall be the chairman.
- 31.14.4 If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairman within five (5) working days, the appointment shall be made by the Minister of Labour, Ontario Labour Relations Act upon the request of either party.
- 31.14.5 The single arbitrator or the arbitration board, as the case maybe, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon the member and Board.
- 31.14.6 The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chairman governs.
- 31.14.7 The arbitrator or arbitration board, as the case may be, shall not by his/her decision add to, delete from, modify or otherwise amend the provisions of the collective agreement.
- 31.14.8 The fees for a single arbitrator, or a chairman of the board of arbitration, shall be shared equally by the parties. Each party shall pay the costs of its nominee to a Board of Arbitration where used.
- 31.14.9 Upon mutual consent, the grievor may submit the grievance to a single arbitrator who shall have the same power as a Board of Arbitration.

## **ARTICLE 32 MISCELLANEOUS**

- 32.1.1 All members shall be provided with a copy of the current collective agreement, the cost of which shall be shared by the parties on an alternating basis from contract period to contract period. The Board shall bear the cost of the production of the collective agreement for the 1998-2000 collective agreement.

New members will be provided a copy of the collective agreement as soon as is practical after the date of hire.

X

**ARTICLE 33 TERM OF CONTRACT**

33 | 1 | This agreement shall be in effect **from** September 1, 1998 and shall continue **in** force up to and including August 31, 2000 and shall continue automatically thereafter for annual periods **of** one year unless either **party** notifies the other, in writing, within **150** days to the expiration date that it desires **to** negotiate with a view **of** renewal, with or without modification of this Agreement, in accordance with the Ontario Labour Relations Act.

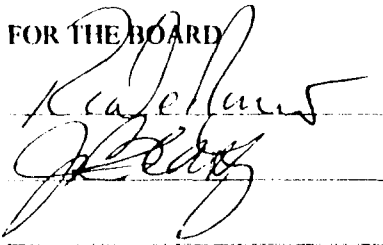
**ARTICLE 34 STRIKE AND LOCKOUT**

34 | 1 | There shall be no strike or lock out during the term **of** this agreement. The terms strike and lockout shall be **as** defined in the Ontario Labour Relations Act

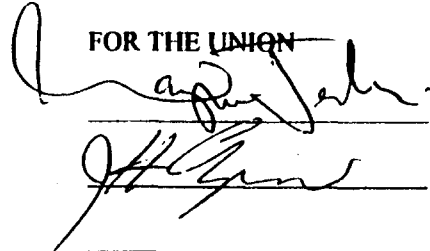
**ARTICLE 35 SIGNATURE**

DATED AT SAULT STE MARIE THIS 2nd DAY OF Oct.,  
1998

FOR THE BOARD

Handwritten signatures for the Board, including a large signature that appears to be 'R. Bellamy' and another signature below it.

FOR THE UNION

Handwritten signatures for the Union, including a signature that appears to be 'C. [unclear]' and another signature below it.



**APPENDUM - CONTINUING EDUCATION TEACHERS -  
CREDIT COURSE**

- 1.0** The parties agree that the following appendix outlines all rights and privileges, terms and conditions for Continuing Education teachers (members referred to **in** Article 3.0) teaching credit courses.
- 2.0** “Continuing Education Teacher” means a teacher employed to teach a continuing education credit course or class established in accordance with the regulations for which a valid Certificate of Qualification or a Letter of Standing as a teacher is required by the Regulations.
- 3.0** Contract Term - It is agreed that the employment of the member is conclusively deemed **to** have been terminated by mutual agreement of the Board and the member upon the completion of the course or program which the member was employed to teach or on the date of the cancellation of the program which the member was employed to teach
- 4.0** Management retains the rights **as** outlined in Article 2.0.0 of the Collective Agreement

**Fees**

- 5.0** On each pay date on which a member is paid the Board shall deduct from each member **the** OSSTF dues and **any** dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the **Bargaining Unit** in accordance with **their** respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 6.0** The OSSTF dues deducted in 5.0 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 month in which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted
- 7.0** Dues specified by the Bargaining Unit in 5.0, if any, shall be deducted and remitted to the Treasurer of OSSTF District 2 no later than the fifteenth **of** the month following the month in which the deductions were made. Such remittance shall be accompanied by a list *identifying* the members, their S.I.N. numbers, annual salary, salary for the period, and the amount deducted.

**8.0** OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of deductions authorized by OSSTF and/or the Bargaining Unit

**9.0 Salary**

The hourly rate of pay set below is paid only on classroom teacher hours. However, the payment to the teacher based on such hours is payment **also** for the performance by the teacher of duties related **to** teaching functions such as **marking**, evaluation, completing reports, student interview, preparation and all such other activities necessarily related to the effective teaching of continuing education activities necessarily related to the effective teaching **of** continuing education pupils

Hourly rates of Pay

Teacher - \$32.10/hour effective September 1, 1998

Teacher - \$32.57/hour effective September 1, 1999

**10.0 Grievance**

The members shall be subject to the grievance and arbitration procedure as outlined in Article 31.00 of the Collective Agreement.

**11.0 Strike and Lockout**

There shall be no strike or lockout during the term of the collective agreement. The terms strike and lockout shall be **as** defined in the Ontario Labour Relations Act

LETTER OF UNDERSTANDING

BETWEEN

ALGOMA DISTRICT SCHOOL BOARD (ADSB)

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

DISTRICT 2 ALGOMA OSSTF

For the purpose of Jury ~~Duty~~ for members, the following shall be in effect for the period September 1, 1998 to August 31, 2000:

- a) A member required to serve on a jury shall be granted a leave of absence with pay and no loss to accumulated sick leave for the period requested by the court.
- b) All pay, excluding travel, meal and accommodation expenses received from the court for such appearances shall be returned to the Board.

Dated at Sault Ste. Marie, Ontario on this the 2nd day of  
Oct. 1999. ~~1998~~ *[Handwritten initials]*

*[Handwritten signature]*  
For the Board

*[Handwritten signature]*  
For the Union

*[Handwritten signature]*

*[Handwritten signature]*

**LETTER OF UNDERSTANDING**

between

**THE ALGOMA DISTRICT SCHOOL BOARD (ADSB)**

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
Representing **DISTRICT 2 ALGOMA**  
**PART X.I and CONTINUING EDUCATION TEACHERS**

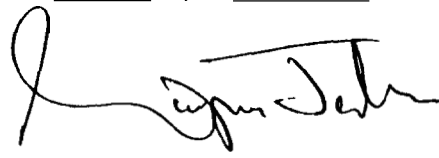
The parties agree that, notwithstanding Article 8.0 (Seniority) and Article 30.0 (Extended Leave of Absence) C. J. Wildman, currently a member of the provincial legislature, shall be eligible to return to a position with the Board when he is no longer serving as a Provincial Member of Parliament.

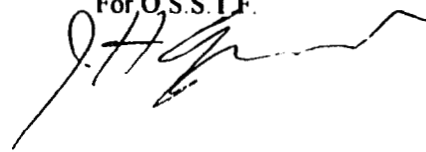
It is agreed that he is not eligible to accumulate seniority while a member of the Provincial Legislature and is not eligible to accumulate seniority until his return to the Algoma District School Board.

Dated at Sault Ste Marie, Ontario on this the — 2nd — day of Oct., 1998

  
For the Board



  
For O.S.S.T.F.



**LETTER OF UNDERSTANDING**

**between**

**THE ALGOMA DISTRICT SCHOOL BOARD (ADSB)**



**and**


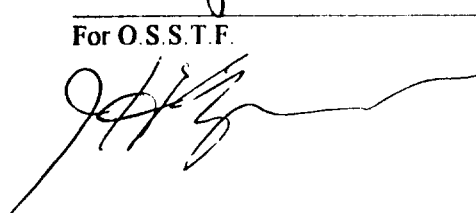
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
Representing DISTRICT 2 ALGOMA  
PART X.1 and CONTINUING EDUCATION TEACHERS**

The parties agree to set up a Committee with equal representation, to investigate Service Gratuity for newly hired members and members currently without a Service Gratuity. The Committee shall gather information on plans and submit recommendations to the parties by June 30, 1999.

If the recommendations are not accepted by the parties, the matter shall be subject to negotiations for the year 2000-2001 negotiation process.

Dated at Sault Ste. Marie, Ontario on this the 2nd day of Oct., 1998.

  
\_\_\_\_\_  
For the Board  


  
\_\_\_\_\_  
For O.S.S.T.F.  


**LETTER OF UNDERSTANDING**

between

**THE ALGOMA DISTRICT SCHOOL BOARD (ADSB)**

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
Representing **DISTRICT 2 ALGOMA**  
**PART X.1 and CONTINUING EDUCATION TEACHERS**

The parties agree that the Special Education Allowance for Alexander Henry High School Members which existed under the Sault Ste. Marie predecessor agreement shall be grandfathered for the **1998-1999 and 1999-2000** school years for those members who are assigned to teach at Alexander Henry High School and were receiving the allowance on June 30, 1998. On August 31, 2000 this allowance shall cease to exist and all payments for same shall be terminated.

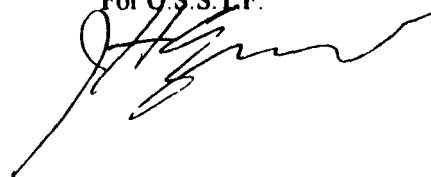
Notwithstanding the above, should a member who is receiving the allowance be assigned to teach at another location during the **1998-1999 or 1999-2000** school years, eligibility for and payment of such allowance shall cease on the effective date of the new assignment

Dated at Sault Ste Marie, Ontario on this the 2nd day of Oct., 1998.

  
\_\_\_\_\_  
For the Board



  
\_\_\_\_\_  
For O.S.S.T.F.



LETTER OF UNDERSTANDING

BETWEEN

THE ALGOMA DISTRICT SCHOOL BOARD  
(ADSB)

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

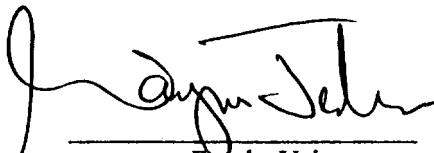
DISTRICT 2 - ALGOMA OSSTF

For the purpose of benefit coverage for the **1998-1999** school year, Group Life,

Group AD and D, Optional Life, and Optional AD & D, and **Long** Term Disability it is understood and agreed by the parties that any changes in insurance coverage **as a** result of **any salary** increase for members under the **new** collective agreement will be effective **November 1st, 1998** and will not **be** retroactive.

Dated at Sault Ste. ~~Marie~~ this 2nd day of Oct., 1998

  
For the Board

  
For the Union





**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE ALGOMA DISTRICT SCHOOL BOARD (ADSB)**

**AND**

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF)**

The parties hereby agree as follows:

Article 14 (**Teaching Experience**) shall be removed from the collective agreement signed Oct - 2 1982 and replaced by the following:

14.1 Members Employed by the Board on June 30, 1998:

- a) The total teaching experience accumulated by a member and recognized by the Board for placement on the grid on July 1, 1998 shall not be subject to revision and shall be the base to which teaching experience that is accumulated after September 1, 1998 shall be added.
- b) Full time teaching experience as a certified teacher with the Algoma District School Board which occurs after September 1, 1998 shall be recognized for placement on the salary grid at a one to one ratio to the end of June of the previous school year in accordance with the salary schedule.

Part time teaching experience as a certified teacher with the Algoma District School Board which occurs after September 1, 1998 shall be recognized for placement on the salary grid at a rate of 1/10 of a year's experience for each 20 days of teaching experience to the end of June of the previous school year in accordance with the salary schedule.

- c) Member experience shall be calculated each September,
- d) No experience allowance shall have the effect of a total salary that would pierce the maximum of the grid.

14.2 Members hired effective September 1, 1998 or later:

- a) Proven full-time, teaching experience as a certified teacher in secondary or elementary schools acceptable to the Board shall be recognized for placement on the grid at a one to one ratio to the end of June of the previous school year in accordance with the salary schedule.



Proven part-time and/or occasional teaching experience as certified teacher in secondary or elementary schools acceptable to the Board shall be recognized for placement on the grid at a rate of 1/10 of a year's experience for each 20 days of teaching experience to the end of June of the previous school year in accordance with the salary schedule

It is the member's responsibility to supply proof of teaching experience that is not with the Algoma District School Board. Proof of such teaching experience must be certified by the Board with which the experience was gained and be submitted in a manner acceptable to the Board. Proven teacher experience shall be recognized effective the beginning of the school year except as provided below:

In the event a new member fails to provide verification of teaching experience by January 31st inclusive or within 5 months from date of appointment, should it be later than the beginning of the school year, any salary adjustment resulting from verification of experience within that school year shall be effective in the month following verification of experience.

- b) Full-time teaching experience as a certified teacher with the Algoma District School Board which occurs after the member's date of hire shall be recognized for placement on the salary grid at a one to one ratio to the end of June of the previous school year in accordance with the salary schedule.

Part-time teaching experience as a certified teacher with the Algoma District School Board which occurs after the member's date of hire shall be recognized for placement on the salary grid at a rate of 1/10 of a year's experience for each 20 days of teaching experience to the end of June of the previous school year in accordance with the salary schedule.

- c) Member experience shall be calculated each September
- d) No experience allowance shall have the effect of a total salary that would pierce the maximum in the grid.

### **New Hires**

- a) For payroll purposes, the onus shall be on the member to provide verification of qualification, eligibility and experience in the case of first appointment with this Board, together with other documentary requirements prescribed by the Board, by August 1, if the effective date of employment is the beginning of the next school year. Such information shall form the basis of the September salary payments.

b) A member who enters employment with the Board after the beginning of the school year shall be paid the *salary* for which the member is eligible at the time of employment pro-rated for time ~~worked~~ based on the verification of qualifications, eligibility and experience documentation provided by the member.

Dated at Sault Ste. Marie, Ontario this 2nd day of  
Oct. 1999 ~~1998~~ *JPB*

On behalf of the parties

*[Signature]* *[Signature]*  
*[Signature]* *[Signature]*  
*[Signature]* *[Signature]*

For the Union

For the Board