

COLLECTIVE AGREEMENT

BETWEEN

**ALGOMA DISTRICT SCHOOL BOARD
(hereinafter referred to as the “Board”)**

AND

**DISTRICT 2 - ALGOMA
ONTARIO SECONDARY SCHOOL
TEACHERS’ FEDERATION**

REPRESENTING

**PART X.1 AND CONTINUING
EDUCATION TEACHERS
(hereinafter referred to as the “Union”)**

SEPTEMBER 1, 2000 – AUGUST 31, 2002

(FINAL – Printed June 14, 2001)

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MEMORANDUM OF SETTLEMENT

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ARTICLE 1: 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: 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 President 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: 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 Part X.1 Secondary Day School Teachers as defined in the Education Act and on behalf of Continuing Education Teachers as defined in the Education Act.
- 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.
- 3.1.5 The Board shall provide at an appropriate location in each workplace bulletin board space for the use of the Union for purposes of posting Union or Bargaining Unit notices for Members. It is required that posted materials be initialed by the Principal or Designate.
- 3.1.6 The Bargaining Unit shall notify the Board, in writing, of the names of those persons elected to office in the Union and of persons authorized by the Union to represent Members in a particular school or workplace on behalf of the Union.
- 3.1.7
 - a) Union Representative(s) shall be allowed to confer with individual Member(s) on the Board's premises outside of School Day hours, provided the Union Representative follows school protocols regarding visitors in the school.
 - b) The Bargaining Unit may be allowed to hold Union Meetings on the Board's premises outside of the

regular School Day. Arrangements for the use of the Board's facilities for meetings shall be made in accordance with Board policies and procedures. Upon request, the Union shall reimburse the Board in accordance with the Community Use of Schools Policies and Procedures.

ARTICLE 4: 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: PERSONNEL FILES

- 5.1.1 A Member shall have access to the Member's own Personnel File on request to the Manager of Human Resources or Designate during regular office hours and in the presence of a Board designated representative.
- 5.1.2 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.
- 5.1.3 The Member may be charged reasonable costs for said copies at the discretion of the Manager of Human Resources.
- 5.1.4 Upon request, the Member may be accompanied by one other Member, who shall have access to the information contained in the File.
- 5.1.5 Where a Member disputes the accuracy or completeness of any of the information in the File, other than Evaluation Reports, the Member should follow the procedures outlined in the Freedom of Information Act.

ARTICLE 6: 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: RETIREMENT/RESIGNATION

7.1 Semestered Schools

- 7.1.1 A Member assigned to teach in a semestered school shall notify the Board, in writing, not later than November 30, of the Member's intent to resign or retire effective the end of Semester One of the same school year.

In addition, within two (2) weeks of his/her acceptance of another position, a Member shall be required to notify the Algoma District School Board, in writing, of his/her resignation effective the end of Semester One and such notice shall in any case not be later than November 30.

Notwithstanding the above, a Member on Leave who accepts a teaching position with another School Board in Ontario shall be deemed to have resigned from his/her position with the Algoma District School Board.

- 7.1.2 A Member assigned to teach in a semestered school shall notify the Board in writing not later than May 31 of the Member's intent to resign or retire effective the end of that same school year.

In addition, within two (2) weeks of his/her acceptance of another position, a Member shall be required to notify the Algoma District School Board, in writing, of his/her resignation effective the end of that school year and such notice shall in any case not be later than May 31.

Notwithstanding the above, a Member on Leave who accepts a teaching position with another School Board in Ontario shall be deemed to have resigned from his/her position with the Algoma District School Board.

7.2 Non-Semestered Schools

- 7.2.1 A Member assigned to teach in a non-semestered school shall notify the Board, in writing, not later than

November 30 of the Member's intent to resign or retire effective December 31.

In addition, within two (2) weeks of his/her acceptance of another position, a Member shall be required to notify the Algoma District School Board, in writing, of his/her resignation effective December 31 and such notice shall in any case not be later than November 30.

Notwithstanding the above, a Member on Leave who accepts a teaching position with another School Board in Ontario shall be deemed to have resigned from his/her position with the Algoma District School Board.

- 7.2.2 A Member assigned to teacher in a non-semestered school shall notify the Board, in writing, not later than May 31 of the Member's intent to resign or retire effective the end of that school year.

In addition, within two (2) weeks of his/her acceptance of another position, a Member assigned to teach in a non-semestered school shall be required to notify the Algoma District School Board, in writing, of his/her resignation effective the end of that school year and such notice shall in any case not be later than May 31.

Notwithstanding the above, a Member on Leave who accepts a teaching position with another School Board in Ontario shall be deemed to have resigned his/her position with the Algoma District School Board.

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: SENIORITY

8.1 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.
- 8.1.4 Seniority shall be defined as continuous service with the Algoma District School Board counted from the first day worked with the Board.

8.2 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 Algoma District School Board and such time shall be counted from the first day worked 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 (2) years shall accumulate seniority on the Seniority List and retain full seniority rights.

8.2.5 Members with an assignment that is less than full time shall be considered fully employed for the purpose of Seniority.

8.3 Additions to the Seniority List

8.3.1 The Board shall provide OSSTF with the names and first day worked of Secondary Teachers newly employed, and they shall be placed on the Seniority List by the Union at the first opportunity. These Members shall accumulate seniority from their most recent first day worked as Secondary School Teachers under this Collective Agreement with the Board.

8.4 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: METHOD OF PAYMENT

9.1.1 From the start of 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.)

- 9.1.2 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 on the next regularly scheduled pay date.

- 9.1.3 a) 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.
- b) 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:

$$\frac{\text{Number of days which the Member has worked}}{\text{Total number of school days in the school year}} \times \text{Annual Salary}$$

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

- c) 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: FEDERATION DUES

10.1.1 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. 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.

10.1.3 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 (15) 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.

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

ARTICLE 11: EMPLOYMENT INSURANCE REBATE

- 11.1.1 The Board agrees to pay to those Members of the Bargaining Unit who are eligible, any applicable monies resultant from an Employment Insurance Rebate program that has been approved for the Board and Bargaining Unit by Human Resources Canada.

ARTICLE 12: 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 2000 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.

Notwithstanding the foregoing, Teachers employed by the Board effective September 2000 or later, who have a Secondary School Letter of Eligibility and/or Interim Certificate of Qualification as provided by the Ontario College of Teachers for teaching credentials earned out of province, shall be placed in the Salary Category (Group) for which they are eligible as determined by their Letter of Evaluation as provided by the Certification Department of OSSTF. Such salary placement based upon this documentation shall be for a period not to exceed twelve (12) months after the effective date of appointment. This period may be extended by the appropriate Superintendent for extenuating circumstances.

- 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 1, 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:
- a) the Member indicates, in writing, to the Manager of Human Resources, by November 30, that a higher Salary Category or Group is pending and
 - b) 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 any school year, shall be paid the higher salary in that Category effective the following school year upon

verification of necessary documentation.

ARTICLE 13: POSITIONS OF RESPONSIBILITY: SUBJECT AREA HEADS AND LEAD TEACHERS

- 13.1.1 Any and all Positions of Responsibility and the Allowances allocated for those positions will be terminated effective August 31, 2001.
- 13.1.2 The Leadership Model outlined in this Article will be implemented effective September 1, 2001 for the 2001-2002 School year.
- 13.1.3 To hold a Position of Responsibility as a Subject Area Head, a Member must hold a Specialist Certificate in a minimum of one (1) subject area within the assigned Organizational Unit of Responsibility.
- 13.1.4 The Leadership Model is based on a cluster of subject areas organized under the leadership of one Subject Area Head.
- 13.1.5 The following guidelines will be used to determine the number of Positions of Responsibility allocated to each secondary school within the Algoma District School Board:
 - a) For secondary schools with 900 or greater FTE ADE students, there will be eight (8) Subject Area Heads;
 - b) For secondary schools with 750 or greater FTE ADE students and less than 900 FTE ADE students, there will be seven (7) Subject Area Heads;
 - c) For secondary schools with 600 or greater FTE ADE students and less than 750 FTE ADE students, there will be six (6) Subject Area Heads;
 - d) For secondary schools with 450 or greater FTE ADE students and less than 600 FTE ADE students, there will be five (5) Subject Area Heads;
 - e) For secondary schools with 300 or greater FTE ADE students and less than 450 FTE ADE students, there will be four (4) Subject Area Heads;
 - f) For secondary schools with 150 or greater FTE ADE students and less than 300 FTE ADE students, there will be three (3) Subject Area Heads;
 - g) For secondary schools with less than 150 FTE ADE students, there will be two (2) Subject Area Heads.

FTE ADE will be based on the calculation prescribed by the Ministry of Education for the preceding School Year.

- 13.1.6 a) The designation of Subject Areas for the allocated number of Subject Area Heads for a secondary school will be as follows:

# of SAH	SUBJECT AREAS
2	<i>Student Services</i> (Guidance, Library, Special Education, Cooperative Education); <i>Program Services</i> (English, Modern Languages, French Immersion, History, Geography, Family Studies, Music, Art, Physical Education, Math, Science, Technological Studies, Business Studies).
3	<i>Student Services;</i> <i>Technological Studies, Math, Science, Business;</i> <i>Language, Arts, Social Studies.</i>
4	<i>Student Services;</i> <i>Technological Studies;</i> <i>Languages, Arts, Social Studies;</i> <i>Math, Science, Business.</i>
5	<i>Student Services;</i> <i>Technological Studies;</i> <i>Languages, Arts;</i> <i>Social Studies;</i> <i>Math, Science, Business.</i>

6	<i>Student Services; Technological Studies; Languages, Arts; Social Studies; Math, Science; Business.</i>
7	<i>Student Services; Technological Studies; Languages, Arts; Social Studies; Math; Science; Business.</i>
8	<i>Student Services; Technological Studies; Languages, Arts; Social Studies; Math; Science; Business; French Immersion.</i>

NOTE: Social Studies shall be understood to mean History, Geography, Family Studies and Physical Education.

- b) In addition to the allocated number of Subject Area Heads in each school, there will be a Lead Teacher for each of those subjects with ten or more sections per school year, for which the Subject Area Head does not have the teaching qualifications in the Subject Area.

A Lead Teacher must have teaching qualifications in the Subject Area (no Specialist required)

- 13.1.7 a) All Subject Area Heads and Lead Teachers referred to in this newly developed Leadership Model will receive a Responsibility Allowance in recognition of the additional responsibility based on a system-wide calculation.

The ratio of the amount of the Allowance for Subject Area Heads to Lead Teachers shall be 3:1 and the formula shall be as follows:

$$[\# \text{ of S.A.H.} \times (3A.)] + [(\# \text{ of L.T.} \times A.) = \text{Ministry Allocation of Funds}]$$

Where:

- S.A.H.** Subject Area Head
- A.** Allowance for Lead Teacher
- 3A.** Allowance for Subject Area Head
- L.T.** Lead Teacher

- b) The Board shall report on a yearly basis to the Bargaining Unit President the Ministry of Education allocation of Funds for Positions of Responsibility for the following school year. This Report shall be received by the Bargaining Unit President by May 31 of each school year and shall be used for organizational purposes for the following school year.
- c) Effective September 1, 2001, during each school year, the Parties will meet to review the Positions of Responsibility Model and the formula for Allowances in accordance with Article 13.1.7.

Upon completion of the review, the Parties shall report to their respective constituents. Whereupon, the Parties will meet to negotiate any changes to the PAR Model and/or the formula.

- 13.1.8 a) For the school year 2001/2002, all Positions of Responsibility (Subject Area Heads and Lead Teachers) created under this Article, will be posted and filled internally within each school, if possible. Applicants internal to the school will be given consideration on the basis of qualifications, experience, and seniority.
- b) Positions which are not filled from within the school will be open to all qualified applicants within the Algoma District School Board. Applicants internal to the Board will be given consideration on the basis of qualifications, experience, and seniority.

Positions which are not filled from within the Algoma District School Board may be posted externally.

13.1.9 For subsequent years, all vacant Positions of Responsibility (Subject Area Heads and Lead Teachers) will be posted within the Algoma District School Board.

Applicants internal to the Board will be given consideration on the basis of qualifications, experience, and seniority.

Positions which are not filled from within the Algoma District School Board may be posted externally.

ARTICLE 14: ALLOWANCES

14.1 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 the Extra Degree Allowance (Article 14.2) these Allowances shall not result in a total salary that would pierce the maximum Wage Grid Salary.

- 14.1.2 a) Payment of the Allowances described in Articles 14.2 (Extra Degrees) and 14.3 (Related Experience) will be made retroactive to the beginning of the current school year or the first date of appointment, whichever is later, provided all educational requirements are met by September 30, and provided satisfactory proof is submitted by January 31 inclusive, or within five (5) months from the date of appointment should it be later than the beginning of the school year.
- b) In the event that a Member fails to provide satisfactory proof in accordance with 14.1.2 a) above or the educational requirements are completed after September 30, any salary adjustment resulting from such Allowance, shall be effective the month following such verification.

14.2 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 equivalent, 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 or equivalent 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 maximum for all Members of the District Affiliate.

14.3 Related Experience Allowance

14.3.1 a) On September 1, 2000, those Members hired effective prior to September 1, 2000, who were receiving Related Experience Allowance for Technical Experience will be placed on the Grid as follows:

The placement will be determined by calculating the additional Grid Step(s) necessary to equal the Related Experience Allowance received by the Member as per the 1998-2000 Collective Agreement.

This one time adjustment will be maintained should there be any subsequent Category changes and will serve as the base for accumulation of actual Teaching Experience thereafter.

- b) For Members newly hired on or after September 1, 2000, approved directly Related Technical Experience will be credited at one (1) year of Teaching Experience for each three (3) years of directly Related Technical Experience to a maximum of five (5) years Teaching Experience on the Wage Grid rounded to the nearest tenth.

14.4 Teaching Experience

14.4.1 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 Wage 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 Wage 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 Wage Grid at a rate of 1/10 of a year's experience for each twenty (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 Wage Grid.

14.4.2 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 Wage 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 a Certified Teacher in secondary or elementary schools, acceptable to the Board, shall be recognized for placement on the Wage Grid at a rate of 1/10 of a Year's experience for each twenty (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 submitted in a manner acceptable to the Board.

Proven Teaching 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 31 inclusive, or within five (5) months from the date of appointment, should it be later than the beginning of the school year, any salary adjustment resulting from verification of Teaching Experience within that school year shall be effective in the month following verification of the 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 Wage 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 that occurs after the Member's date of hire shall be recognized for placement on the Wage Grid at a rate of 1/10 of a Year's experience for each twenty (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 Allowances shall have the effect of a total salary that would pierce the maximum on the Wage Grid.

14.5 New Hires

14.5.1 For payroll purposes, the onus shall be on the Member to provide verification of qualifications, eligibility and Teaching 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.

14.5.2 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 Teaching Experience documentation provided by the Member.

ARTICLE 15: WAGES

15.1 WAGE GRIDS

15.1.1 The wages paid to a Member will be based on the following Wage Grid(s):

- a) Grid A. See attached to be effective September 1, 2000.
- b) Grid B. See attached to be effective August 31, 2001.
- c) Grid C. See attached to be effective September 1, 2001.

Grid A - Base Salary Grid – September 1, 2000 – 3.750%

Cat	1	2	3	4
Year 0	31,046	32,056	35,009	36,883
1	33,225	34,372	37,460	39,395
2	35,403	36,689	39,910	41,907
3	37,582	39,008	42,360	44,417
4	39,761	41,325	44,812	46,929
5	41,940	43,641	47,261	49,441
6	44,119	45,959	49,712	51,953
7	46,296	48,276	52,162	54,465
8	48,476	50,593	54,613	56,976
9	50,654	52,910	57,064	59,488
10	52,834	55,228	59,513	62,000
11	52,834	55,228	61,964	64,512
12	52,834	55,228	61,964	67,023

Grid B - Base Salary Grid – August 31, 2001 – 1.258%

Cat	1	2	3	4
Year 0	31,437	32,459	35,449	37,347
1	33,643	34,804	37,931	39,891
2	35,848	37,151	40,412	42,434
3	38,055	39,499	42,893	44,976
4	40,261	41,845	45,376	47,519
5	42,468	44,190	47,856	50,063
6	44,674	46,537	50,337	52,607
7	46,878	48,883	52,818	55,150
8	49,086	51,229	55,300	57,693
9	51,291	53,576	57,782	60,236
10	53,499	55,923	60,262	62,780
11	53,499	55,923	62,744	65,324
12	53,499	55,923	62,744	67,866

Grid C - Base Salary Grid - September 1, 2001 – 2.000%

Cat	1	2	3	4
Year 0	32,066	33,108	36,158	38,094
1	34,316	35,500	38,690	40,689
2	36,565	37,894	41,220	43,283
3	38,816	40,289	43,751	45,876
4	41,066	42,682	46,284	48,469
5	43,317	45,074	48,813	51,064
6	45,567	47,468	51,344	53,659
7	47,816	49,861	53,874	56,253
8	50,068	52,254	56,406	58,847
9	52,317	54,648	58,938	61,441
10	54,569	57,041	61,467	64,036
11	54,569	57,041	63,999	66,630
12	54,569	57,041	63,999	69,223

15.2 Area Allowances

15.2.1 Effective September 1, 2000:

In addition to the Member's Salary on Grid A as determined by the Member's qualifications and experience, Member(s) assigned to schools within the following geographic areas shall be paid the appropriate Geographic Area Allowance:

CENTRAL ALGOMA \$500.00

NORTH SHORE	\$1,000.00
MICHIPICOTEN	\$1,500.00
CHAPLEAU	\$2,000.00
HORNEPAYNE	\$3,000.00

15.2.2 Effective September 1, 2001:

In addition to the Member's Grid Salary on Grid C as determined by the Member's qualifications and experience, Member(s) assigned to schools within the following Geographic Areas shall be paid the appropriate Geographic Area Allowance:

MICHIPICOTEN	\$1,500.00
CHAPLEAU	\$2,000.00
HORNEPAYNE	\$3,000.00

15.3 Coordinator's Allowance:

15.3.1 Members appointed to the role of Board Coordinator shall receive an Allowance of \$4,944.00 per school year, pro-rated for periods of less than a school year.

15.4 Part Time Teachers:

15.4.1 A Part Time Teacher shall be defined as a Teacher who is employed to teach for other than Full Time. Such teachers shall be paid in accordance with the Letter of Understanding attached hereto.

ARTICLE 16: BENEFITS

General

The Board is not the insurer of employee benefits. The terms and eligibility criteria of the Insurer Contract shall prevail at all times.

Effective December 1, 2000, the following Benefit Plans and conditions will prevail:

16.1 Enrolment in Plans

- 16.1.1 a) Members and their dependents, if applicable, will be enrolled in the Extended Health, and Dental Plans unless they sign an Exemption Form.
- b) 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.
- c) 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 (1) year waiting period from the date of the application.
- d) All new Members must join the basic Group Life Plan and the Long Term Disability Plan.

16.2 Benefits Committee

16.2.1 The Parties agree to the formation of an ongoing Benefits Committee comprised of two (2) Members of the Bargaining Unit 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 Life Insurance

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.

16.3.2 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.

16.3.3 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.

16.3.4 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.

16.3.5 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.

16.4 Dental and Extended Health Plans will be provided as follows:

16.4.1 Dental Plan

Dental coverage will include:

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 - current O.D.A. less one year
- Recall frequency:
 - 9 months - Adult
 - 6 months - child (under age)

16.4.2 Extended Health Plan

The Board will contribute 100% of the premium cost of the Plan.

Extended Health coverage will include:

- First \$1.00 of dispensing fee paid by the Member

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 = \$200 per 24 month period
- Paramedical Practitioners (Chiropractor, Physiotherapist, Podiatrist, Naturopath, Speech Therapist, Masseur, Psychologist) limited to \$40 per visit and \$500 per twelve month period
- Semi-Private Hospital Accommodation capped at \$140 per day

- Private Duty Nursing \$5000 per twelve (12) 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

16.5 Long Term Disability Plan

16.5.1 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 the 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.

16.5.2 Reinstatement

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.

16.6 Retention of Benefits

- 16.6.1
- 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 a Member who is on Leave of Absence, without pay, for a period of up to two (2) 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 and/or Parental Leave may carry Long Term Disability coverage for the duration of this statutory Pregnancy and/or 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 Member dies.
 - d) All benefits shall be maintained in force during any period of legal strike and lock-out, provided the Bargaining Unit immediately assumes 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 Bargaining Unit 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 16.6.1 (c), (e), and (f) apply only if the coverage is available without affecting the Group Rate for Active Members.

16.6.2 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.

NOTE: The Board is prepared to work with the Union during the School Year 2000-2001 with the intent of moving responsibility for benefits to the Union effective September 2002 or earlier, by negotiating a per Member Allowance to be paid to the Union to cover the entire cost of the employee benefits.

If the Parties cannot arrive at a satisfactory agreement, current practice will continue.

16.7 Sick Leave Credit Accumulation

16.7.1 The Board shall establish and maintain a 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.

16.7.2 For the purposes of this Plan:

- a) A fraction of a day used shall be taken to the nearest higher half day;
- b) No days will be credited to a Member on Leave of Absence or on strike, lock out or withdrawal of services;
- c) A Member will neither be eligible to accumulate nor to make use of Sick Leave Credit while not actively employed by the Board;
- d) 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;
- e) Where a Member commences employment after the first day in a School Year for the purpose of Article 16.7, the Sick Leave of twenty (20) days shall be prorated.
- f) If a Member submits a resignation effective earlier than the last working day of any month of the working year, deduction shall be made from the Member's Sick Leave Credit for the remaining months of the school year at the rate of two (2) days per month pro rated.
- g) 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.
- h) During each year, a Member of the Bargaining Unit other than those governed by Article 16.7.2 i), 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.
- i) Any Member eligible for more than two hundred (200) days accumulation as of June 30, 1998, will retain the right to accumulate Sick Leave Credit Days to the accumulation maximum defined in his/her predecessor Collective Agreement. However, such Members shall only be entitled to twenty (20) Sick Days per school year effective September 1998.

NOTE: List of Eligible Members is required

16.7.3 The Board shall report each year, to each Member, unused Sick Leave Credit accumulation.

- a) Any Medical Absences by a Member which exceed five (5) consecutive school days may require medical documentation upon return to his/her 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 Supervisor and give reasons for so doing.

Where the Board has requested such certification, the Board shall be responsible for the costs of the

certification.

16.8 Quarantine

16.8.1 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: LEARNING ENVIRONMENT

17.1.1 Projected enrolment figures as of no later than May 31 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:

Advanced/Academic/University	30 + 10% flex factor
General/Applied/College	25 + 10% flex factor
Basic/Essential/Workplace Destination (Applied at AHHS)	20 + 10% flex factor
Technical: Basic/Essential/Workplace Destination (Applied at AHHS)	20 + 10% flex factor
Technical (Construction, Transportation, Manufacturing)	21 + 10% flex factor
Technical (Grade 9)	25 + 10% flex factor
Technical (other subject areas)	25 + 10% flex factor
Open/University-College	27 + 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 of the flex factor but in all cases, no school will have more than thirty-three percent (33%) of its classes above the desirable maximum as of October 31 for Semester 1 and March 31 for Semester 2.

17.3 Staff Generation and Allocation

17.3.1 The Board will staff secondary schools in accordance with the Ontario Education Act and Regulations which state that the average class size for all secondary schools classes shall be 21 to 1 in the aggregate, as calculated on the reporting days prescribed by the Ministry of Education.

17.3.2 The Board will provide Special Education, Guidance and Library services based on need and past practices. The Board will consult and advise the Union should conditions warrant deviation from past practice.

17.3.3 Cooperative Education:

i) Half Day Program in Composite Secondary Schools:

Teacher workload in a half day Cooperative Education Program in a composite secondary school shall be as follows:

Scheduled Teaching Time	Maximum Student Loading
Two (2) class periods	25 students + 10% flex factor

ii) Full Day Program in Composite Secondary Schools:

Teacher workload in a full day Cooperative Education Program in a composite secondary school shall be as follows:

Scheduled Teaching Time	Maximum Student Loading
Three and a half (3.5) class periods	35 students + 10% flex factor

iii) Half Day Program at Alexander Henry High School:

Teacher workload in the half day Cooperative Education Program at Alexander Henry High School shall be as follows:

Scheduled Teaching Time	Maximum Student Loading
Two (2) class periods	20 students + 10% flex factor

iv) Full Day Program at Alexander Henry High School:

Teacher workload in the full day Cooperative Education Program at Alexander Henry High School shall be as follows:

Scheduled Teaching Time	Maximum Student Loading
Three and a half (3.5) class periods	28 students + 10% flex factor

17.3.4 Nothing prevents the Board from providing additional staff for schools based on local circumstances and the needs of the students.

17.4 Working Conditions

- 17.4.1 a) Each full time classroom teacher shall be assigned a maximum of 6.5 credits and/or credit equivalent courses plus 0.17 TAP as required by the Ontario Education Act and Regulations. In a semestered school, without the mutual agreement of the Union and the teacher, the assignment shall be no more than 3.5 credits and/or credit equivalent courses per semester plus TAP.
- b) Each teacher is entitled to a lunch break of a minimum of forty (40) consecutive minutes, free from assigned duties. Notwithstanding the foregoing, alternate arrangements may be made with the mutual agreement of the principal, in-school Federation Executive and the teacher. The lunch break shall be scheduled between the end of the first period and the start of the last period.
- c) All teachers shall be assigned TAP and the maximum time assigned shall not exceed thirty (30) minutes per week on average over the school year in accordance with the Ontario Education Act and Regulations.
- d) i) Supervision duties shall be assigned to all teachers in an equitable manner to a maximum of thirty (30) half periods (37.5 minutes) or equivalent per school year plus seven (7) additional half periods or equivalent if necessary. Such duties shall be in addition to the instructional time as defined in the Education Act and Regulations and assigned in Article 17.4 a).
 ii) When a teacher is teaching four periods no supervision shall be assigned.
 iii) The board shall ensure that no more than two half period(s) equivalent of supervision be assigned during any one week. Notwithstanding the foregoing, supervision may be assigned and blocked in units with the mutual agreement of the principal, in-school Federation Executive and the teacher.
 iv) Notwithstanding the above, teachers may be required to perform additional supervision duties in cases of emergencies which occur due to unforeseen circumstances. The time shall be credited to the supervision duties in i) above.
- e) Supervision duties may include study hall, classroom supervision, lunch duty, and/or other supervision of students.
- f) The above supervision duties shall be prorated with respect to the total amount of assigned time in the semester/school year for part-time teachers in accordance with the teacher's full time equivalent status.
- g) Unassigned time shall be available for teachers for preparation and marking.
- h) The provisions contained in a), b), c), d), e), f) and g) apply as well to teachers who have assignments in library, guidance or special education instead of classroom assignments or in combination with classroom assignments.

ARTICLE 18: 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: 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.
- 19.3.1 The Member shall be subject to all terms and conditions of the Agreement.
- 19.4.1 A Member in this position shall not evaluate or discipline another Member.

ARTICLE 20: 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.
- 20.1.3 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: TRANSFER REQUESTS

- 21.1.1 A Member who wishes to be considered for a transfer for the next school year shall apply, in writing, to the appropriate Superintendent by March 1.
- 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, in writing, 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 Member 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: STAFFING AND SURPLUS AND RECALL

- 22.1.1 The Principal of each school shall be responsible for staffing based on the allocation 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 subject to the Staffing and Recall procedures contained herein.

The Principal shall staff according to seniority and qualifications.

The Members declared surplus to the school following this process shall be notified of their 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 a) The Superintendent of Education shall place Surplus Members in open positions within their own appropriate Geographic Area on the basis of seniority and qualifications by May 31.
- b) In the event that no or insufficient open positions exist in the appropriate Geographic Area for which the Surplus Members are qualified, the Superintendent will place within the Geographic Area, subject to qualifications, the more senior Surplus Member(s) before placing the less senior Member(s).

The number of displacements in staff shall be kept to a minimum wherever possible.

Displacement in staff shall result in the least senior Member(s) subject to qualifications, being declared Surplus to the Geographic Area.

- 22.4.1 a) The Superintendent shall place Members who are Surplus to a Geographic Area in open positions within the District on the basis of seniority and qualifications.
- b) In the event that no or insufficient open positions exist in the District for which the Surplus Members are qualified, the Superintendent will place, subject to qualifications, the more senior Surplus Member(s) before placing the less senior Member(s).

The number of displacements in staff shall be kept to a minimum wherever possible.

Displacement in staff shall result in the least senior Member(s) subject to qualifications, being laid off.

Members laid off will be notified and placed on the Recall List, if the Member elects Recall.

- c) The Superintendent will meet with the Bargaining Unit President 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 Union 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 openings 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 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 RECALL

22.9.1 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.

22.9.2 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.

- 22.9.3 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.
- 22.9.4 Bargaining Unit Members who are eligible for Recall shall be responsible for filing their most recent address with the Board.
- 22.9.5 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 seven (7) 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.
- 22.9.6 New Secondary Teachers will not be hired into permanent positions until all Members on the Recall List, entitled to such positions, have been recalled subject to qualifications and seniority. A Member may refuse recall on the basis of Geographic Area consideration and be placed at the bottom of the Recall List.
- 22.9.7 The Board will keep the Bargaining Unit President or Designate informed on the status of vacant positions and Members on the Recall List on an ongoing basis.

ARTICLE 23: 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, fiancé, same sex partner, 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:
 - a) Within a distance of 150 kilometers of the Member's principle residence - to a maximum of three (3) School or Working Days.
 - b) For greater distances - to a maximum of five (5) School or Working Days.
 - c) Notwithstanding 23.1.3 a), 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: COMPASSIONATE LEAVE (TYPE 2)

- 24.1.1 For a severe illness of the Member's father, mother, brother, sister, child, spouse, same sex partner, 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 Member will 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:
 - a) to a maximum of five (5) School or working days per school year;
 - b) 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 Supervisor). Where the Member is not assigned to a school, the request will be made through the Manager of Human Resources or 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

Articles 25.1 through Article 25.4 shall be in effect for the school year, 2000/2001.

25.1.1 Short Term Federation Leaves

- a) Short term Leaves for Members under 25.1.2 and 25.1.3 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.
- b) The Bargaining Unit and/or Member shall submit a request for all Leaves under Article 25.1.2 to 25.1.3, in writing, at least one (1) week prior to the requested date of the Leave on the appropriate Forms and such application shall be processed through the Principal to the Manager of Human Resources or Designate.
- c) For the purpose of 25.1 a), any reference to Day's Leave shall be interpreted to mean a full School Day. Regardless of the Member's timetable, each day requested, shall constitute a Full Day.

25.1.2 Education/Curriculum Related

- a) The Board may grant requests for absences from duty for Members who have been appointed to OSSTF Committees whose mandates are directly focused on education/curriculum purposes.
- b) The Leaves shall be at the Occasional Teacher Daily Rate of Pay regardless of whether one is used or not and shall be paid for by OSSTF.
- c) Each request shall be considered on its own merit. However, it is expected that Bargaining Unit Meetings will be convened outside of school hours, where possible.

25.1.3 Federation Business

- a) The Board may grant requests for absences from duty for Members to attend to OSSTF business.
- b) OSSTF shall reimburse the Board for 100% of salary and allowance(s) cost for the Member for the duration of the Leave.

25.2 Presidential Leave

- 25.2.1 The Board shall grant the Bargaining Unit President up to fifteen (15) days per school year for Bargaining Unit business.
- 25.2.2 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.

25.3 Collective Bargaining Leave

- 25.3.1 The Board shall grant the Chair of the Collective Bargaining Committee and the Chief Negotiator a combined total of twenty (20) days per school year for the purpose of negotiation.
- 25.3.2 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.

25.4 Long Term Federation Leaves

- 25.4.1 The Board shall release one (1) Member to act as a District Officer without loss of salary, benefits, or seniority.

The Bargaining Unit will pay the Board at the Category 3, Step 0 rate, plus the absent Member's non-statutory Benefits costs for the duration of the Leave of the Member.

Such payment shall be pro-rated for part time Leaves, if applicable.

The Bargaining Unit shall notify the Board of the name of the District Officer for the following year no later than May 15.

- 25.4.2 The Board 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 school year.

The Bargaining Unit will pay 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.

- 25.4.3 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 school 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 pay 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.

OSSTF shall be responsible for any WSIB cost related to injuries which occur during the period of the Leave.

- 25.4.4 Requests for Leaves referred to in Article 25.4, shall be submitted, in writing, on the appropriate Leave Form, to the appropriate Superintendent of Education through the Principal.
- 25.4.5 Member's who are returning from an approved Leave shall be on the Staffing Complement of the school in which they were previously assigned subject to the *Staffing and Surplus Procedures* outlined in Article 22 of this Agreement.

Articles 25.5 through 25.7 shall be effective September 1, 2001:

25.5 SHORT TERM FEDERATION LEAVES

- 25.5.1 By September 30 of each year, the Bargaining Unit shall provide the Board with a List of those Members eligible to use Federation Business Leave for the school year. The Bargaining Unit may amend the List as required throughout the year.
- 25.5.2 The Member shall submit his/her request for leave, in writing, at least one (1) week prior to the requested date of Leave on the appropriate Leave Form and such application shall be processed through the Principal to the Manager of Human Resources or Designate.
- 25.5.3 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.
- 25.5.4 The Bargaining Unit shall remit to the Board the Occasional Teacher's Daily Rate of Pay for each day of absence taken by the Member.
- 25.5.5 The Board may grant Short Term Leaves for Federation Business and such Leaves shall not exceed a combined total maximum of forty-five (45) days per school year and an individual maximum of no more than ten (10) days per school year.

25.6 Collective Bargaining Leave

- 25.6.1 In the year that the Collective Agreement is being negotiated, the Board shall grant a special Leave to no more than five (5) Members, who shall be designated by the Bargaining Unit as the Teachers' Negotiating Team. The Bargaining Unit shall notify the Manager of Human Resources, in writing, of the names of those five (5) Members who are eligible for such Leave.
- Such notice shall be given prior to commencement of negotiations and in any case no later than one (1) month following the serving of Notice to Negotiate.
- 25.6.2 Where possible, the Member(s) shall submit their requests for Leave, in writing, at least one (1) week prior to the requested date of Leave, on the appropriate Form and such application shall be processed through the Principal to the Manager of Human Resources or Designate.
- 25.6.3 The combined total maximum of all Collective Bargaining Leaves shall not exceed seventy-five (75) days.
- 25.6.4 The Bargaining Unit shall remit to the Board the Occasional Teacher's Daily Rate of Pay for each day of absence taken by the Member.

25.7 Long Term Federation Leaves

- 25.7.1 The Board shall release one (1) Member to act as Bargaining Unit Representative, without loss of Salary, Benefits or Seniority. Such Leave shall be in semester length blocks of either full or half Days.

Nothing precludes the Parties from arriving at a mutually agreeable arrangement where up to two (2) Members may be granted Leave under this clause.

The Bargaining Unit will pay the Board at the Category 3, Step 0, rate plus the absent Member's Non Statutory Benefits costs for the duration of the Leave of the Member. Such payment shall be pro rated for Part Time Leaves, if applicable.

- 25.7.2 The Board may also grant the Bargaining Unit one (1) Leave for any part of the school year or a partial timetable, without loss of salary, benefits or seniority. Such Leave shall be in semester length blocks of either full or half days.

The Bargaining Unit will pay the Board for the absent Member's Salary, Allowances and Benefits Costs. Such payment shall be pro rated based on the duration of the Leave.

The Bargaining Unit shall request such Leave no later than May 15 for the following year.

- 25.7.3 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.

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 pay the Board for 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.

The Bargaining Unit shall request such Leave no later than May 15 for the following school year.

OSSTF shall be responsible for any WSIB costs related to injuries which occur during the period of the Leave.

- 25.7.4 Requests for Long Term Federation Leaves (Articles 25.7.1, 25.7.2 and 25.7.3) shall be submitted, in writing, to the appropriate Superintendent through the Principal.

- 25.7.5 Upon return from Long Term federation Leave, the Member shall be placed on the staffing complement in the school to which he/she was previously assigned subject to the Staffing and Surplus procedures outlined in Article 22.

ARTICLE 26: 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 School Day may be provided with pay

OR

One (1) day shall be granted provided there is no additional cost to the Board. The Member agrees to reimburse the Board via payroll deduction at the Occasional Teacher's daily rate where an Occasional Teacher is employed.

- b) One (1) additional day may be granted provided the Member reimburses the Board via payroll deduction at the Occasional Teacher's daily rate of pay, where an Occasional Teacher is employed.
- c) One (1) additional day may be granted provided the Member reimburses the Board via payroll deduction at the Occasional Teacher's daily rate of pay whether an Occasional is used or not.
- d) 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 the Member's salary and allowance(s) costs.

- 26.1.2 Leave under 26.1.1 a), b) and c) 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: RETIREMENT GRATUITY AND SERVICE GRATUITY

- 27.1.1 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: MEMBER FUNDED LEAVE

28.1 General

- 28.1.1 The intent of the Member Funded Leave Plan is to provide a mechanism for Members who qualify to take a one semester or one School Year Leave of Absence which shall be funded by the Member through salary holdback with the Funded Leave taken at the end of the period of salary holdback.
- 28.1.2 The Member must agree as a condition of the Funded Leave to indemnify the Board and the Bargaining Unit against any and all claims, liabilities or consequences arising out of a Member's participation in or implementation of this Plan.

28.2 Criteria

The granting of Member Funded Leaves shall be governed by the following criteria:

- 28.2.1 Member Funded Leaves will be individually limited to one every five (5) School Years.
- 28.2.2 A Member Funded Leave shall not impede the efficient operation of the School System or the Surplus Procedures under this Agreement.
- 28.2.3 The Member must be employed by the Algoma District School Board and must have five (5) consecutive School Years of service with the Board and/or its Predecessor Boards.
- 28.2.4 The Member must be unlikely to be declared Surplus during the period of the Funded Leave Plan.
- 28.2.5 The Member must make written application to the Superintendent, through his/her Principal, on or before March 1 of any School Year, to commence holdback of salary on September 1 of that School Year.
- 28.2.6 The Member must declare, in his/her application, that the Member intends, except by Mutual Agreement in emergency circumstances, to serve the Board to the end of the Plan.

28.3 Approval

- 28.3.1 The Board, which has the sole right to grant a Member Funded Leave, will respond to the request for the Leave, in writing, by June 30 indicating whether or not the Funded Leave has been granted.

Once approved, Application shall be forwarded to the Manager of Human Resources for processing.

28.4 Financial Provisions

- 28.4.1 The Funded Leave may be taken in either year (or semester) four (4) of a Member's Four Year (or Semester) Plan or year (or semester) five (5) of a Member's Five Year (or Semester) Plan.
- 28.4.2 The terms of the Plan will be as follows:
- a) five (5) years or five (5) semesters at 80% of the Member's Gross Salary that would normally be paid in accordance with the Collective Agreement(s) then in effect, with Funded Leave in the fifth Year or Fifth Semester, as the case may be; or
 - b) four (4) years or four (4) semesters at 75% of the Member's Gross Salary that would normally be paid in accordance with the Collective Agreement(s) then in effect, with Funded Leave in the Fourth Year or Fourth Semester, as the case may be.
- 28.4.3 The withheld Salary and accrued interest shall be paid to the Member during the period of the Funded Leave in one lump sum payment or through the regular Board Payroll on the pay dates set out for secondary teachers in the Method of Payment (Article 9).
- Arrangements for the Method of Payment shall be made directly through the Payroll Department prior to the commencement of the Funded Leave.
- 28.4.4 All payments to the Member under a Member Funded Leave Plan shall be subject to and in accordance with Revenue Canada, Ontario Teachers' Pension Plan, and any other appropriate Rules and Regulations.

Ontario Teachers' Pension Plan contributions shall be in accordance with Ontario Teachers' Pension Plan Regulations.

28.4.5 During the Funded Leave, the Board shall pay the Member's 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 coverage. Arrangements for payment of benefits will be made prior to the commencement of the Funded Leave.

28.4.6 Any Member who has not made payment or who has not made arrangements, satisfactory to the Board, for payment of premiums prior to the commencement of the Funded Leave, will have his/her coverage terminated for the period of the Leave of Absence. Eligibility for LTD coverage shall be subject to Carrier approval.

28.5 Upon Return From a Member Funded Leave

28.5.1 Upon return from a Member Funded Leave, the member shall be on the staffing complement in the school in which they were previously assigned subject to the Staffing and Surplus Procedures contained in Article 22 of this Agreement.

28.6 Additional Terms and Conditions

28.6.1 While a Member is on a Funded Leave, no additional Sick Leave Credits shall be granted, or accumulated nor shall Sick Leave Credits be used by the Member.

28.6.2 While a Member is on a Funded Leave, no teaching Experience for Wage Grid purposes shall be granted or accumulated.

28.6.3 A Member granted Funded Leave shall maintain his/her relative Seniority on the Seniority List.

28.6.4 If a Member is declared Surplus to the Secondary School System during the period of the Funded 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.

28.6.5 If a Member should die prior to taking the Leave or while there is a balance accumulated under the Plan, 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 of the Estate.

28.7 Withdrawal

28.7.1 A Member or the Board may withdraw from the Plan at any time prior to taking the Funded 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 Plan at any time prior to the commencement of the Leave shall require mutual agreement.

28.8 No Alterations

28.8.1 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.

ARTICLE 29: PREGNANCY AND PARENTAL LEAVE

29.1 Statutory Pregnancy and Parental Leave

29.1.1 Members shall be entitled to Pregnancy and Parental Leave in accordance with the Employment Standards Act of Ontario.

29.1.2 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.

29.1.3 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.

29.1.4 Benefit coverage and Seniority shall be continued as set out in the Employment Standards Act.

ARTICLE 30: EXTENDED LEAVES OF ABSENCES

30.1.1 a) 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 who have completed their probationary period.

Notwithstanding the above, in extenuating circumstances, probationary Members may apply for an Extended Leave of Absence. If such a Leave is granted, time spent on an Extended Leave shall not count towards the Member's probationary period.

Application for Leave of Absence under this Article 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 1.

b) Extended Parental Leave

Members wishing to extend a Parental Leave may apply for an Extended Leave of Absence, without pay, for a period of up to two (2) years.

Applications must be made, in writing, to the Manager of Human Resources at least six (6) weeks prior to the end of the Member's Parental Leave.

Members who have applied for an Extended Leave of Absence shall be considered for such Leave provided the Extended Leave is to be taken immediately following the Statutory Leave.

For Members granted an Extended Leave immediately following a Statutory Leave, all terms and conditions of Extended Leaves shall apply.

30.1.2 Extended Leaves for any Member will be individually limited to not more than one (1) in any given five (5) year period.

30.1.3 While on an Extended Leave, the Member may continue benefits coverage, with the exception of Long Term Disability, at no cost to the Board, under the Board's Benefits 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 the commencement of the Leave, will have his/her Benefits coverage terminated for the period while on Leave.

30.1.4 The Application will state the purpose for which the Leave is requested and may include a 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 his/her Seniority rights for one (1) year and pay Union dues.

30.1.5 Members granted such Leave shall retain their Seniority as defined at the commencement of the Leave of Absence for up to two (2) years in accordance with the terms of this Agreement.

30.1.6 While a Member is on Leave, no additional Teaching Experience shall be granted or accumulated.

30.1.7 Members who are returning from an approved Leave shall be on the staffing complement of the School to which they were previously assigned subject to the *Staffing and Surplus Procedures* outlined in Article 22.

ARTICLE 31: JURY DUTY

31.1.1 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.

31.1.2 All pay, excluding travel, meals and accommodation expenses received from the Court for such appearances shall be submitted to the Board.

ARTICLE 32: GRIEVANCE PROCEDURES

32.1 General

32.1.1 A *Grievance* shall be defined as a matter arising from the interpretation, application, administration or alleged contravention of this Agreement including whether a matter is arbitrable.

32.1.2 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.

32.1.3 For the purpose of this Article, a teleconference may be deemed to constitute a meeting, by mutual consent.

32.2 INDIVIDUAL GRIEVANCE

32.2.1 Informal Member(s) Initiated

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.

32.2.2 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 his/her 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.

32.2.3 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.

32.2.4 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.

32.2.5 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.

32.3 PARTY GRIEVANCE (BARGAINING UNIT OR BOARD INITIATED)

32.3.1 Informal Discussion

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.

32.3.2 Step 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.

32.3.3 Step 2

If the reply at Step 1 is unacceptable to the Grievor, the Grievor shall then advise the other Party of his/her position within five (5) School Days from the date of the receipt of the reply at Step 1.

32.3.4 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.

32.4 Alternative Forms of Grievance Mediation

- 32.4.1 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.
- 32.4.2 Each Party shall pay the wages, and expenses as well as related costs of their respective attendees, advisors and witnesses.

32.5 Arbitration

- 32.5.1 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.
- 32.5.2 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.
- 32.5.3 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.
- 32.5.4 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, under the Ontario Labour Relations Act upon the request of either Party.

- 32.5.5 The single Arbitrator or the Arbitration Board, as the case may be, 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(s) and Board.
- 32.5.6 The decision of the majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairman governs.
- 32.5.7 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.
- 32.5.8 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.
- 32.5.9 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 33: MISCELLANEOUS

- 33.1.1 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 Bargaining Unit shall bear the cost of the production of the Collective Agreement for the 2000-2002 Collective Agreement.
- 33.1.2 New Members will be provided with a copy of the Collective Agreement as soon as is practical after their date of hire.

ARTICLE 34: TERM OF CONTRACT

- 34.1.1 This Agreement shall be in effect from September 1, 2000, and shall continue in force up to and including August 31, 2002, and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within one hundred and fifty (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 35: STRIKE AND LOCKOUT

- 35.1.1 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 36: CONTINUING EDUCATION TEACHERS - CREDIT COURSE

- 36.1.1 In addition to clauses 36.2, 36.3, 36.4 and 36.5 contained herein, the rights and privileges and terms and conditions of employment of Continuing Education teachers defined in Article 36.2 be exclusively limited to the following collective agreement articles:

Article 2 Management Rights

Article 5 Personnel Files

Article 10 Federation Dues

Article 32 Grievance Procedure

Article 35 Strike and Lockout

- 36.2** "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 Letter of Standing as a teacher is required by the Regulations.

36.3 Contract Term

- 36.3.1 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.

36.4 Hourly Rate of Pay

36.4.1 The hourly rate of pay set out herein is paid on classroom teacher hours. 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 rate of Pay

Teacher - \$ 33.77 effective Sep 1/00.

Teacher - \$ 34.72 effective Sep 1/01.

36.5 Benefits

36.5.1 Day School Con Ed teachers who have been employed with the Board as a Con Ed teacher for a minimum period of two consecutive school years immediately prior to September 1, 2000 and who are working a minimum of five hours a day for five days per week shall be entitled to access the Board's Extended Health and Dental benefit plans provided the Member pays 100% of the premiums via payroll deduction. Deductions for the summer months shall be withheld during the month of June.

Availability, terms and eligibility criteria of the insurer shall prevail at all times. Members shall only have access to benefits so long as they continue to be employed by the Board and so long as they meet the aforementioned criteria.

This Collective Agreement is signed at Sault Ste. Marie this _____ day of _____, 2001.

For the Board:

For the Union:

APPENDIX A: LETTER OF UNDERSTANDING

PART-TIME TEACHERS (as referenced in Article 15.4)

The parties agree that unless otherwise stated in the collective agreement a part-time teacher shall receive salary, sick leave and other collective agreement entitlements on a prorated basis based on the ratio that the teacher's assignment bears to a full time assignment of 6.5 class periods and .17 TAP and/or remedial. Such pro-rating shall be in accordance with the following:

ASSIGNMENT	FTE STATUS
1 class period	0.1499
1 class period plus TAP/Remedial	0.1754
1.5 class periods	0.2249
1.5 class periods plus TAP/Remedial	0.2504
2 class periods	0.2999
2 class periods plus TAP/Remedial	0.3253
2.5 class periods	0.3748
2.5 class periods plus TAP/Remedial	0.4003
3 class periods	0.4498
3 class periods plus TAP/Remedial	0.4753
3.5 class periods	0.5247
3.5 class periods plus TAP/Remedial	0.5502
4 class periods	0.5997
4 class periods plus TAP/Remedial	0.6252
4.5 class periods	0.6747
4.5 class periods plus TAP/Remedial	0.7001
5 class periods	0.7496
5 class periods plus TAP/Remedial	0.7751
5.5 class periods	0.8246
5.5 class periods plus TAP/Remedial	0.8501
6 class periods	0.8996
6 class periods plus TAP/Remedial	0.9250
6.5 class periods	0.9745

A TAP and/or remedial assignment for one semester shall count as 0.085 credit.

Full time teachers who have assignments in library, guidance or non-credit special education instead of classroom assignments or in combination with classroom assignments shall work time equivalent to 6.67 credit courses. The FTE status of part-time teachers in the areas of library, guidance or non-credit special education shall be prorated in accordance with the above chart.

For the Board:

Date: _____

For the Union:

Date: _____

APPENDIX B: LETTER OF UNDERSTANDING

LUMP SUM TOP UP

Lump Sum Top Up Payment For 2000/2001:

On September 1, 2000 Members shall be placed at the appropriate grid step on Grid A based on qualifications and experience and allowances. Where the difference between the Member's salary on August 31, 2000 and the new salary is less than \$1200.00, the Member shall receive a lump sum top up payment equivalent to the amount required to raise the Member's salary increase to \$1200.00.

Lump Sum Top Up Payment For 2001/2002:

On September 1, 2001 Members shall be placed at the appropriate grid step on Grid C based on qualifications and experience and allowances. Where the difference between the Member's salary on August 31, 2001 and the new salary is less than \$1200.00, the Member shall receive a lump sum top up payment equivalent to the amount required to raise the Member's salary increase to \$1200.00.

For the Board:

Date: _____

For the Union:

Date: _____

APPENDIX C: LETTER OF UNDERSTANDING

PROVISION FOR MEMBERS WHOSE SALARY MAY STILL BE FROZEN

Provision for Members Whose Salary in 2000/2001 may still be frozen:

Members whose salary immediately prior to the date of the Memorandum of Settlement exceeds Grid A plus applicable area allowances shall have their salary frozen for the 2000/2001 school year.

Such Members shall receive a one time payment of \$1200.

Provision for Members Whose Salary in 2001/2002 may still be frozen:

Members whose salary immediately prior to the date of the Memorandum of Settlement exceeds Grid C plus applicable area allowances plus increment on Grid C shall have their salaries frozen for the 2001/2002 school year.

Such Members shall receive a one time payment of \$1200.

Extra Degree Allowances (2000-2002):

For Members who are eligible for the extra degree allowance, and whose salary is frozen, the previous extra degree allowance shall remain in place. Once the Member salary is no longer frozen, the extra degree allowance payable under the Extra Degree Allowance article will take effect.

For the Board:

Date: _____

For the Union:

Date: _____

APPENDIX D: LETTER OF UNDERSTANDING

The Parties agree to establish a Joint Committee to identify options and strategies for the recruitment and retention of secondary teachers including such considerations as, but not limited to, Related Experience and Service Gratuity.

The Committee will be comprised of three (3) representatives from each Party and will meet and report to the respective Parties no later than November 1, 2001.

For the Board:

Date: _____

For the Union:

Date: _____

APPENDIX E: LETTER OF UNDERSTANDING

The Parties agree to establish a Committee to review Article 17.2 Maximum Class Size.

The Committee will be comprised of three (3) Representatives from each Party and will meet no later than February 1, 2001.

The Committee will examine the concepts of Pupil Teacher Contact and Pupil Period Contact and will review Cooperative Education workload.

The Committee Members will make recommendations to their respective Parties by March 31, 2001.

For the Board:

Date: _____

For the Union:

Date: _____

MEMORANDUM OF SETTLEMENT

between the

Algoma District School Board

and the

District 2 - Algoma

**Ontario Secondary School
Teachers' Federation**

representing

Part X. 1 and Continuing Education Teachers

1. The parties hereby agree that the 1998/2000 collective agreement shall be revised to include those Articles agreed to this date and those Articles which were tentatively agreed to prior to this date and the results of such revisions shall form the collective agreement for the 2000/2001 and 2001/2002 school years.

Notwithstanding the foregoing, except as otherwise specified, all terms and conditions of this agreement shall be effective upon ratification by the parties.
2. The parties agree that all outstanding grievances are hereby withdrawn and deemed settled, with the exception of the North Shore Retiree Benefits grievance.
3. The parties agree that the collective agreement shall be deemed to be the posted Pay Equity plan for the bargaining unit.
4. No employee shall be paid or receive benefits based on Grid B.
5. For the purposes of the following benefit coverages: Group Life; Group A.D. & D.; Optional Life; Optional A.D. & D.; and Long Term Disability, it is agreed by the parties that changes in insurance coverage as a result of any salary increase for employees under the new collective agreement will be effective December 1, 2000.
6. For the purposes of Extended Health and Dental Care benefit coverage, negotiated changes shall be made effective December 1, 2000.
7. The parties agree to issue a Joint News Release upon signing of this Memorandum of Settlement and again upon ratification by both parties.
8. The parties agree that the terms and conditions of this Memorandum constitute a full settlement of all matters in dispute.
9. The parties agree that the terms and conditions of this Memorandum of Settlement shall remain confidential to the parties until after ratification by the parties.
10. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all terms and conditions of this Memorandum of Settlement to their respective principals.
11. This Memorandum of Settlement is subject to ratification by trustees of the Algoma District School Board and the Members of the Bargaining Unit described above.

Date: November 1, 2000

For the Union:

Sharon Indrevold
Kevin Hogan
Ulo Malmiste
Russ King
Rony Dal Cin
Terry Switzer

For the Board:

Ray DeRosario
Mario Turco
Janice Beatty
Bert Campbell
Peter Niro