

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, 2008 – AUGUST 31, 2012

RECEIVED
JUN 15 2009

11884(05)

TABLE OF CONTENTS

ARTICLE 1:	PURPOSE.....	1
ARTICLE 2:	MANAGEMENT RIGHTS.....	1
ARTICLE 3:	RECOGNITION AND BARGAINING UNIT RIGHTS.....	1-2
ARTICLE 4:	LABOUR-MANAGEMENT COMMITTEE.....	2
ARTICLE 5:	QUALIFICATIONS.....	2
ARTICLE 6:	PERSONNEL FILES.....	2
ARTICLE 7:	PROBATIONARY PERIOD.....	2
ARTICLE 8:	RETIREMENT/RESIGNATION.....	2
	8.1 Semestered Schools.....	2-3
	8.2 Non-Semestered Schools.....	3
	8.3 Mutual Agreement.....	3
	8.4 Other.....	3
ARTICLE 9:	SENIORITY.....	3
	9.1 Seniority List.....	3-4
	9.2 Future Accumulation of Seniority.....	4
	9.3 Additions to the Seniority List.....	4
	9.4 Deletions from the Seniority List.....	4
ARTICLE 10:	METHOD OF PAYMENT.....	4-5
ARTICLE 11:	FEDERATION DUES.....	5
ARTICLE 12:	EMPLOYMENT INSURANCE REBATE.....	5
ARTICLE 13:	CERTIFICATION.....	5
ARTICLE 14:	POSITIONS OF RESPONSIBILITY: SUBJECT AREA HEADS.....	6-9
ARTICLE 15:	EXPERIENCE.....	9-10
ARTICLE 16:	WAGES.....	11-13
ARTICLE 17:	BENEFITS.....	13-19
ARTICLE 18:	QUARANTINE.....	19
ARTICLE 19:	LEARNING ENVIRONMENT.....	19-22
ARTICLE 20:	TEACHER IN CHARGE.....	22
ARTICLE 21:	PRINCIPAL AND VICE PRINCIPAL (ACTING).....	22
ARTICLE 22:	VACANCIES.....	22-23
ARTICLE 23:	TRANSFER REQUESTS.....	23
ARTICLE 24:	STAFFING AND SURPLUS AND RECALL.....	23-25
ARTICLE 25:	BEREAVEMENT.....	25
ARTICLE 26:	COMPASSIONATE LEAVE.....	25
ARTICLE 27:	FEDERATION LEAVES.....	25-26
ARTICLE 28:	PERSONAL LEAVE.....	26-27
ARTICLE 29:	POST SECONDARY GRADUATION LEAVE.....	27
ARTICLE 30:	EDUCATIONAL EXAMINATION LEAVE.....	27
ARTICLE 31:	MEMBER FUNDED LEAVE.....	27-29
ARTICLE 32:	PREGNANCY AND PARENTAL LEAVE.....	29
ARTICLE 33:	PATERNITY LEAVE/ADOPTION LEAVE.....	30
ARTICLE 34:	EXTENDED LEAVES OF ABSENCE.....	30
ARTICLE 35:	COURT APPEARANCES AND JURY DUTY.....	31
ARTICLE 36:	POLITICAL LEAVE.....	31
ARTICLE 37:	RETIREMENT GRATUITY AND SERVICE GRATUITY.....	31
ARTICLE 38:	SERVICE GRATUITY.....	31-32
ARTICLE 39:	GRIEVANCE PROCEDURES.....	32-34
ARTICLE 40:	MISCELLANEOUS.....	34
ARTICLE 41:	TERM OF CONTRACT.....	34
ARTICLE 42:	STRIKE AND LOCKOUT.....	34
ARTICLE 43:	CRIMINAL BACKGROUND CHECK.....	34
ARTICLE 44:	TEACHER PERFORMANCE APPRAISALS.....	35
ARTICLE 45:	CONTINUING EDUCATION TEACHERS - CREDIT COURSE.....	35
	45.3 Contract Term.....	35
	45.4 Hourly Rate of Pay.....	35
	45.5 Benefits.....	35
	45.5.2 Bereavement Leave.....	36
	45.5.3 Jury Duty.....	36
	45.5.4 Sick Leave.....	36
	45.5.5 Parental/Adoption Leave.....	36
	45.6 Seniority.....	37
Appendix A:	Letter of Understanding - Retirement/Service Gratuity.....	38
Appendix B:	Letter of Understanding - Joint Board/Union Benefits Committee.....	39
Appendix C:	Letter of Understanding - Secondary School E-Learning.....	40

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 Boards 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 When a Principal or Supervisor calls a Member to a meeting, which may result in discipline, the Principal or Supervisor shall inform the Member about the nature of the meeting, and advise the Member that he or she is entitled to OSSTF representation.
- 3.1.5 The Board shall provide at an appropriate location in each workplace bulletin board space for the use of the Union and of persons authorized by the 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, unless otherwise approved by the Board, 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 Boards premises outside of the regular School Day. Arrangements for the use of the Boards 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.

3.1.8 The length of the school year shall be the minimum required under the Education Act.

ARTICLE 4: LABOUR-MANAGEMENT COMMITTEE

4.1.1 There shall be a Labour-Management Committee consisting of up to three (3) members appointed by the Employer and up to three (3) appointed by the Bargaining Unit.

4.1.2 The Committee will meet to discuss issues pertinent to the Parties.

4.1.3 Up to four (4) meetings each school year shall be held at the request of either party. The Board and the Bargaining Unit may agree to video or teleconference.

ARTICLE 5: QUALIFICATIONS

5.1.1 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 6: PERSONNEL FILES

6.1.1 On request to the Manager of Human Resources, a Member shall once per semester, by appointment, have access to the Boards personnel file on the Member and shall have the right to make copies of any material contained in such file. Appointments shall be during regular office hours and the File will be viewed in the presence of a designated Board representative. Subject to the foregoing, the Member may designate in writing an OSSTF executive officer as an alternate to view or copy the File on behalf of the Member.

6.1.2 Additional requests for access or copies may be granted at the discretion of the Manager of Human Resources.

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

6.1.4 Upon request, the Member may be accompanied by one other Member, who shall have access to the information contained in the File.

6.1.5 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 7: PROBATIONARY PERIOD

- 7.1.1 a) A newly hired teacher shall serve a probationary period of ten consecutive teaching months from the first day worked.
- b) The Board may, on a case by case basis, extend the probationary period of a teacher for a further ten teaching months provided the teacher is given reasons in writing at least ten (10) working days prior to the expiration of the probationary period.
- c) A teacher who is absent for any period in excess of twenty (20) working days in either the first ten-month period (prorated for part time) or the second ten-month period if an extension has occurred, will have the length of the probationary period extended by a period equal to the length of the absence.
- d) A teacher who is declared laid off prior to completing his/her probationary period and who is subsequently recalled, will be on probation for the period of time required to satisfactorily complete the probationary period. The application of this clause does not prevent the Boards application of clauses (b) and (c), in addition to (d)

ARTICLE 8: RETIREMENT/RESIGNATION

8.1 Semestered Schools

8.1.1 A Member assigned to teach in a semestered school shall notify the Board, in writing, not later than November 1, of the Member's intent to retire effective the end of Semester One of the same school year.

In addition, within two (2) weeks of his/her resignation or 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 1.

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.

- 8.1.2** A Member assigned to teach in a semestered school shall notify the Board, in writing, not later than the first school day following the March Break of the Member's intent to retire effective the end of that same school year.

In addition, within two (2) weeks of his/her resignation or 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 the first school day following the March Break.

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.

8.2 Non-Semestered Schools

- 8.2.1** A Member assigned to teach in a non-semestered school shall notify the Board, in writing, not later than November 1 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 1.

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.

- 8.2.2** A Member assigned to teach in a non-semestered school shall notify the Board, in writing, not later than the first school day following the March Break 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 the first school day following the March Break.

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.

8.3 Mutual Agreement

- 8.3.1** Nothing herein prevents a Member and the Board from mutually agreeing to a Member's resignation at any time.

8.4 Other

- 8.4.1** Notwithstanding Article 8.1, 8.2 and 8.3 above, Members eligible for Retirement Gratuity or Service Gratuity in this Collective Agreement must comply with resignation notice deadlines contained in those Articles.

ARTICLE 9: SENIORITY

9.1 Seniority List

- 9.1.1** 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.

- 9.1.2** 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 March 15.

- 9.1.3 The Seniority List shall contain all Members covered by this Collective Agreement under contract to the Algoma District School Board.
- 9.1.4 Seniority shall be defined as continuous service with the Algoma District School Board counted from the first day worked with the Board.
- 9.2 Future Accumulation of Seniority**
- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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.
- 9.2.4 Members on Leave for each period of leave of up to two (2) years shall accumulate seniority on the Seniority List and retain full seniority rights.
- 9.2.5 Members with an assignment that is less than full time shall be considered fully employed for the purpose of Seniority.
- 9.3 Additions to the Seniority List**
- 9.3.1 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.
- 9.4 Deletions from the Seniority List**
- 9.4.1 The Member's name shall be deleted from the Seniority List when:
- a) the Member's recall rights under Article 23 have expired, or
 - b) the Member voluntarily leaves the employ of the Board, or
 - c) the Member is released for reasons other than lay off, or
 - d) the Member is laid off and selects severance instead of Recall, or
 - e) the member is deceased

ARTICLE 10: METHOD OF PAYMENT

- 10.1.1 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.)
- 10.1.2
- 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 underpayments shall be paid to the Member on the next regularly scheduled pay date.
- 10.1.3
- 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 11: FEDERATION DUES

- 11.1.1 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.
- 11.1.2 The OSSTF dues deducted in 11.1.1 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.
- 11.1.3 Dues specified by the Bargaining Unit in 11.1.1, 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.
- 11.1.4 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 12: EMPLOYMENT INSURANCE REBATE

- 12.1.1 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 13: CERTIFICATION

- 13.1.1 a) The placement of teachers in their appropriate group on the salary schedule shall be made in accordance with the current OSSTF Certification Plan, upon receipt of the Certification Rating Statement by the Manager of Human Resources.
- It shall be the Member's responsibility to make arrangements with OSSTF in order to ensure that the Manager of Human Resources receives the Certification Rating Statement in a timely manner.
- 13.1.2 A Member will be eligible for a retroactive salary adjustment to September 1 if the Certification Rating Statement is provided to the Employer by June 30 of that school year.
- 13.1.3 Notwithstanding Article 13.1.2, a member who qualifies for a group change on the basis of new educational qualifications, completed after September 30, shall be eligible for a salary adjustment retroactive to the date in which the new requirements were completed.
- 13.1.4 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.
- 13.1.5 Notwithstanding Article 13.1.2, the eligibility for retroactive salary adjustment will be extended only when circumstances are deemed by the Board to be beyond the control of the member.
- 13.1.6 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.

ARTICLE 14: POSITIONS OF RESPONSIBILITY: SUBJECT AREA HEADS POSITIONS

- 14.1.1 The Leadership Model outlined herein was implemented effective September 1, 2007.
- 14.1.2 To hold a Position of Responsibility as a Subject Area Head (Major and Minor), a Member must hold a Specialist Certificate in a minimum of one (1) subject area within the assigned Organizational Unit of Responsibility.
- 14.1.3 a) The Leadership Model is based on a cluster of subject areas organized under the leadership of one Subject Area Head.
- b) The number of Subject Area Heads and their status as Major or Minor Head will be determined by the course sections allocated within a school for the following school year.
- 14.1.4 The following 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 230 course sections or greater, there will be twelve (12) Subject Area Head positions
- b) For secondary schools with 205 – 229 course sections, there will be eleven (11) Subject Area Head positions
- c) For secondary schools with 180 – 204 course sections, there will be ten (10) Subject Area Head positions;
- d) For secondary schools with 155 – 179 course sections there will be nine (9) Subject Area Head positions
- e) For secondary schools with 130 – 154 course sections there will be eight (E) Subject Area Head positions
- f) For secondary schools with 105 – 129 course sections there will be seven (7) Subject Area Head positions
- g) For secondary schools with 90 – 104 course sections there will be six (6) Subject Area Head positions
- h) For secondary schools with 75 – 89 course sections, there will be five (5) Subject Area Head positions
- i) For secondary schools with 60 – 74 course sections, there will be four (4) Subject Area Head positions
- j) For secondary schools with less than 60 course sections, there will be three (3) Subject Area head positions
- 14.1.5 a) A "Major Head position and remuneration will be granted to departments with 21 sections and over
- b) A "Minor Head" position and remuneration will be granted to departments with less than 21 sections
- c) There will be an Assistant Subject Area Head in any subject with more than 12 sections within a cluster of subjects, unless the major or minor subject area head has qualifications in that subject. English, Math, and Science subjects within a cluster of subjects will have an Assistant Subject Area Head where there are more than 12 sections in that subject, regardless of whether the major or minor subject area head has qualifications in that subject.
- d) All schools will have a Major Subject Area Head in Student Services, responsible for areas including, but not exclusive to Guidance, Library, Special Education, Coop, Alternative, and Learning to 18 programs.
- 14.1.6 The designation of Subject areas for the allocated number of Subject Area Heads for a secondary school will be as follows:

# of Course Sections	# of Subject Area Heads	Areas for Subject Area Heads
Less than 60	3	<ul style="list-style-type: none"> • Arts/Languages/Healthy Active Living/Social Sciences • Technical Studies/Math/Business/Science/Computers • Student Services
60 – 74	4	<ul style="list-style-type: none"> • Arts/Languages/Healthy Active Living/Social Sciences • Technical Studies • Math/Business/Science/Computers • Student Services
75 – 89	5	<ul style="list-style-type: none"> • Arts/Languages • Technical Studies • Math/Business/Science/Computers • Healthy Active Living/Social Sciences • Student Services
90 – 104	6	<ul style="list-style-type: none"> • Arts/Languages • Technical Studies • Math/Business/Science/Computers • Healthy Active Living/Family Studies • Geography/Civics and Careers/History/Law/General Social Sciences • Student Services
105 – 129	7	<ul style="list-style-type: none"> • Arts/Languages • Technical Studies • Math/Business/Computers • Science • Healthy Active Living/Family Studies • Geography/Civics and Careers/History/Law/General Social Sciences • Student Services
130 – 154	8	<ul style="list-style-type: none"> • Visual Arts/Dramatic Arts/Media Arts/Music • Languages • Technical Studies • Math/Business/Computers • Science • Healthy Active Living/Family Studies • Geography/Civics and Careers/History/Law/General Social Sciences • Student Services

155 – 179	9	<ul style="list-style-type: none"> • Visual Arts/Dramatic Arts/Media Arts/Music • Languages • Technical Studies • Math • Business/Computers • Science • HealthyActive Living/Family Studies • Geography/Civics and Careers/History/Law/General Social Sciences • Student Services
180 – 204	10	<ul style="list-style-type: none"> • Visual Arts/Dramatic Arts/Media Arts/Music • Languages • Technical Studies • Math • Business/Computers • Healthy Active Living • Science • Geography/Civics and Careers • History/Law/General Social Sciences/Family Studies • Student Services
205 – 229	11	<ul style="list-style-type: none"> • Visual Arts/Dramatic Arts/Media Arts/Music • French Immersionand/or Languages • English • Technical Studies • Math • Business/Computers • HealthyActive Living • Science • Geography/Civics and Careers • History/Law/General Social Sciences/Family Studies • Student Services
230 or greater	12	<ul style="list-style-type: none"> • Visual Arts/Dramatic Arts/Media Arts/Music • French Immersionand/or Languages • English • Technical Studies • Math • Business/Computers

		<ul style="list-style-type: none"> • Healthy Active Living • Science • Geography/Civics and Careers • History/Law • Family Studies/General Social Sciences • Student Services
--	--	--

14.1.7 At Alexander Henry High School, a Major Subject Area Head will be granted for the Life Skills program which includes, but is not limited to Field School and D.A.R.E. program sections and is not to exceed the total number of Subject Area Heads designated as per Article 14.1.6. Healthy Active Living and Family Studies subjects will be combined within the Geography/Civics and Careers/History/Law/General Social Sciences cluster of subjects.

14.1.8 Responsibility Allowance

- a) All Subject Area Heads, Major, Minor, or Assistant referred to in this Leadership Model will receive a Responsibility Allowance in recognition of the additional responsibility based on a system-wide calculation. The Funding for the number of Subject Area Heads is based on the previous year's Ministry Allocation of Funds.

The ratio of the amount of Allowance for Major Subject Area Heads to Minor Subject Area Heads to Assistant Subject Area Heads shall be 1.5:1.0:0.25 and the formula shall be as follows:

$$(\# \text{ of Major SAHs} \times 1.5 A) + (\# \text{ of Minor SAHs} \times 1.0 A) + (\# \text{ of Assistant SAHs} \times 0.25 A) = \text{Ministry Allocation of Funds}$$

Where:

SAH - Subject Area Head

1.5 A - Allowance for Major SAH

1.0 A - Allowance for Minor SAH

0.25 A - Allowance for Assistant SAH

- b) The Board shall report on a yearly basis the Algoma District School Board Organization to the Bargaining Unit President any changes to the responsibility allowance and/or to the number of positions of responsibility for the following school year. When possible, this report shall be provided to the Bargaining Unit President by May 31st of each school year.

14.1.9 In cases of declining enrolment in a school, where positions of responsibility are eliminated and/or combined, all affected positions will be posted within the school. Staff currently holding a position of responsibility will be given preferential consideration. Positions which are not filled in this manner will be posted across the Algoma District School Board. Any unfilled positions after this process may be posted externally.

ARTICLE 15: EXPERIENCE

15.1 General

15.1.1 Member Experiences shall be calculated annually each September. No teacher shall accumulate more than one (1) year's experience per school year and, in any case, no teacher shall accumulate more than one hundred percent of one (1) day.

15.1.2 No Experience credit shall have the effect of a total salary that would pierce the maximum of the Wage Grid.

15.1.3 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 Experience documentation provided by the Member.

15.2 Related Experience

15.2.1 Members with Board approved directly related technical, business or professional experience shall be credited at one (1) year of Experience on the Wage Grid for each one (1) year of Board approved directly related technical, business or professional experience to a maximum of five (5) years of Experience on the Wage Grid, rounded to the nearest tenth.

15.2.2 It is the Member's responsibility to make all arrangements in respect to provision of acceptable proof to the Board. In order to be eligible for the Experience credit described in Article 15.2.1 for the entire school year, the Member shall provide acceptable proof by June 30 of that school year, or within five (5) months from the date of appointment, should it be later than the beginning of the school year.

15.3 Teaching Experience

15.3.1 a) Proven Teaching Experience acceptable to the Board as defined in Article 15.3.3 shall be recognized for placement on the Wage Grid at a one to one ratio to the maximum. Part-Time Teaching Experience shall be prorated.

b) Proven occasional and credit-granting continuing education Teaching Experience, acceptable to the Board, as a Certified Teacher shall be recognized for placement on the Wage Grid at the rate of 1/10 of a Year's Teaching Experience for each twenty (20) days of Teaching Experience. Part-time days will be prorated.

A full semester of teaching shall be recognized as 0.5 of a Year's Teaching Experience for placement on the Wage Grid.

15.3.2 It is the Member's responsibility to make all arrangements in respect to provision of acceptable proof of Teaching Experience to the Board. In order to be eligible for the Experience credits described in Article 15.3.1 (a) and (b) for the entire school year, the Member shall provide acceptable proof by June 30 of that school year, or within five (5) months from the date of appointment, should it be later than the beginning of the school year.

15.3.3 Teaching Experience acceptable to the Board:

Proven Teaching Experience must be experience as a Certified Teacher:

- in an Ontario School Board or in a School Board operated under the authority of the Acts and Regulations of a Ministry in a Canadian Province or territory;
- operated by the Department of Indian Affairs;
- with the Department of National Defense;
- with an acceptable government run school in another country;
- any other teaching experience mutually agreed to by the Parties

ARTICLE 16: WAGES

16.1 WAGE GRIDS

a) Effective September 1, 2008 – 3% increase to all grid steps

	1	2	3	4
Year 0	40122	41424	45240	47661
1	42936	44418	48410	50908
2	45750	47414	51573	54153
3	48563	50406	54740	57399

4	51381	53401	57907	60643
5	54196	56396	61074	63890
6	57013	59390	64239	67136
7	59825	62384	67406	70381
8	62643	65377	70573	73626
9	65457	68373	73740	76872
10	68275	71369	76906	80118
11			80073	83364
12				86608

b) Effective September 1, 2009 – 3% Increase to all grid steps

Year 0	41326	42667	46597	49091
1	44224	45751	49862	52435
2	47123	48836	53120	55778
3	50020	51918	56382	59121
4	52922	55003	59644	62462
5	55822	58088	62906	65807
6	58723	61172	66166	69150
7	61620	64256	69428	72492
8	64522	67338	72690	75835
9	67421	70424	75952	79178
10	70323	73510	79213	82522
11			82475	85865
12				89206

c) Effective September 1, 2010 – 3 % increase to all grid steps

Year 0	42556	43947	47995	50564
1	45551	47124	51358	54008
2	48537	50301	54714	57451
3	51521	53476	58073	60895
4	54510	56653	61433	64336
5	57497	59831	64793	67781
6	60485	63007	68151	71225
7	63469	66184	71511	74667
8	66458	69358	74871	78110
9	69444	72537	78231	81553
10	72433	75715	81589	84998
11			84949	88441
12				91882

d) Effective September 1, 2011 – 3 % Increase to all grid steps

Year 0	43843	45265	49435	52081
1	46918	48538	52899	55628

2	49993	51810	56355	59175
3	53067	55080	59815	62722
4	56145	58353	63276	66266
5	59222	61626	66737	69814
6	62300	64897	70196	73362
7	65373	68170	73656	76907
8	68452	71439	77117	80453
9	71527	74713	80578	84000
10	74606	77986	84037	87548
11			87497	91094
12				94638

16.2 Area Responsibility Allowances

16.2.1 In addition to the Member's Grid Salary 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:

AREA	EFFECTIVE			
	Sept.1,2008	Sept.1, 2009	Sept.1, 2010	Sept.1,2011
WAWA	\$1545	\$1591.35	\$1639.09	\$1688.26
CHAPLEAU	\$2060	\$2121.80	\$2185.45	\$2251.02
HORNEPAYNE	\$3090	\$3182.70	\$3278.18	\$3376.53

16.3

September 1, 2008 (3%)	\$6074.94
September 1, 2009 (3%)	\$6257.19
September 1, 2010	\$6444.91
September 1, 2011	\$6638.26

16.4

16.4.1

16.5

16.5.1

These Allowances shall have the effect of piercing the maximum for all affected Members of the Bargaining Unit.

The amount of the Extra Degree Allowance shall be:

Effective Date	Canadian Masters	Canadian Doctoral Level
----------------	------------------	-------------------------

	Level	
September 1, 2008 (3%)	\$824	\$1236
September 1, 2009 (3%)	\$848.72	\$1273.08
September 1, 2010 (3%)	\$874.18	\$1311.27
September 1, 2011 (3%)	\$900.41	\$1350.61

ARTICLE 17: BENEFITS

In accordance with the Provincial Discussion Table (PDT) Agreement for the 2008-2012 Collective Agreement, the Algoma District School Board and OSSTF agree to apply part of the allocation to the Board as projected in Appendix 2 of the B10 memorandum dated August 18, 2008, for the 2008-2009 school year and the Additional Enhancement monies detailed in Appendix 13 of the B10 memorandum to be effective September 1, 2010.

General

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

17.1 Enrolment in Plans

- 17.1.1 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

17.2 Benefits Committee

- 17.2.1 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.

17.3 Life Insurance

17.3.1 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.

17.3.2 Accidental Death and Dismemberment (AD & 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

17.3.3 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.

17.3.4 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.

17.3.5 Optional Spousal Life Insurance

Effective September 1, 2005, 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 \$150,000. 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.

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

17.4.1 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.
- Recall frequency:
 - 9 months- Adult
 - 6 months- child (under age)

Major Restorative Dental Services (Crowns, Bridges, Dentures): Effective September 1, 2008

50% coinsurance level of reimbursement for children and adults with an annual benefit year (September – August) maximum of \$1,500.00.

Coverage Includes:

- Major Services
 - o Gold foil restorations
 - o Metal inlay restorations
 - o Composite inlay restorations
 - o Metal only restorations
 - o Composite onlay restorations
 - o Inlay/onlay porcelain
 - o Retentive pins
 - o Post and core
 - o Crowns
 - o Metal transfer coping
 - o Plastic repair
 - o Porcelain repair
 - o Natural tooth preparation
 - o Metal cast coping crowns
 - o Other restorative services
- Prosthodontic Services = Fixed (once every 5 years)
 - o Pontics
 - o Repairs
 - o Retainers
 - o Retainers: inlay, onlay

- o Abutment preparation under existing partial denture clasp
- o Splinting
- o Retentive pins for retainers
- Other Services
 - o In-office and commercial laboratory charges (when applicable to the above procedures)
 - o Diagnostic casts
- Prosthodontic Services– Removable
 - o Diagnostic casts
 - o Complete dentures (once every 5 years)
 - o Partial dentures (once every 5 years)
 - o Denture adjustments (after 3 months from insertion)
- Other Services
 - o In-office and commercial laboratory charges (when applicable to the above procedures)

NOTE: A 'Missing Tooth Exclusion' applies for prosthodontic services for all teachers, spouses and dependents hired after May 1, 2003 or for employees who previously waived dental benefits who enrol after May 1, 2003.

Orthodontic Dental Services: Effective September 1, 2008

50% co-insurance level of reimbursement for children and adults with a lifetime maximum of \$1500.

Orthodontic Dental Services: Effective September 1, 2009

50% co-insurance level of reimbursement for children and adults with a lifetime maximum of \$3000.

Reasonable expenses incurred for orthodontic treatment given by an orthodontist or a general practitioner to correct dental irregularities.

Coverage Includes:

- Orthodontic Services:
 - o Orthodontic casts
- Observation and Adjustment
 - o Observation
 - o Observation and adjustment
 - o Repairs
 - o Alterations
 - o Recementations
 - o Separation
 - o Removal of fixed orthodontic appliances
- Orthodontic Appliances
 - o Removable
 - o Fixed or cemented
 - o Retention appliances
 - o Appliances to control oral habits
 - o Myofunctional therapy
 - o Appliances, control of oral habits, adjustments, repairs, maintenance
- Other Services
 - o In-office and commercial laboratory charges (when applicable to the above procedures)

17.4.2 Extended Health Plan: Effective September 1, 2008

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'
- Drug Formulary³
- Vision Care:
 - Effective September 1, 2008, \$300.00 per 24-month period
 - coverage is limited to either eyeglasses or laser eye surgery per 24-month period but not both
 - Effective September 1, 2009, \$375.00 for corrective lenses per 24-month period
 - Effective September 1, 2009 \$75.00 per eye examinations
 - Effective September 1, 2009, Laser Eye Surgery, \$1,000.00 lifetime maximum
 - Effective September 1, 2010 \$400.00 for corrective lenses per 24 month periods **subject** to funding available as **determined** under Appendix 13 of the **B10** Memorandum
- Semi-Private Hospital Accommodation capped at \$150 per day
- Private Duty Nursing \$5000 per twelve (12) month period
- Hearing Aids:
 - Effective September 1, 2008, \$500 per 48-month period
 - Effective September 1, 2009, \$1000 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

Paramedical Practitioners: Effective September 1, 2008

- Chiropractor, Physiotherapist and Masseur:
 - Chiropractor reimbursed from first dollar
 - Effective September 1, 2008, coverage limited to \$50.00 per visit with a combined benefit year maximum of \$1,000.00 (Benefit Year September – August)
 - Effective September 1, 2009, coverage limited to \$75.00 per visit with a combined benefit year maximum of \$1,250.00 (Benefit year September – August)
- Podiatrist/Chiropracist, Naturopath, Speech Therapist, Osteopath or Psychologist:
 - Effective September 1, 2008, coverage limited to \$50.00 per visit with a combined benefit year maximum of \$500.00 (Benefit Year September – August)
 - Effective September 1, 2009, coverage limited to \$75.00 per visit with a combined benefit year maximum of \$1,000.00 (Benefit Year September – August)

17.5 Long Term Disability Plan

- 17.5.1** The Long Term Disability Plan is owned by OSSTF and the Insurance Carrier shall be determined by OSSTF. The Board is not the policyholder of the Long Term Disability contract nor will the Board be liable should a claim for long-term disability be denied.

The Board will assume the cost of administering a Long Term Disability Plan with 100% of the premiums to be paid by the Teacher. The Board will administer the Plan in the following manner as agreed to by OSSTF and the Long Term Disability Insurance Carrier OTIP (Ontario Teachers' Insurance Plan):

- Deduct and remit premiums, for all eligible teachers enrolled in the Plan, to the Insurance Carrier of the Long Term Disability Insurance Plan. Eligibility for enrolment in the Plan is subject to the terms of the Long Term Disability Insurance Plan Contract and at the discretion of the Insurance Carrier.
- Advise the Insurance Carrier of any updates, additions, changes or deletions of Members enrolled in the plan.
- Forward to the Insurance Carrier a Notice of Prolonged Absence for any Teacher absent 20 working days or more or any Teacher who has notified the Board of a continued and prolonged absence from work due to illness or injury.

The Plan includes the following:

- Mandatory for all Secondary Teachers hired subsequent to September 01, 1999. Termination of Long Term Disability for Secondary Teachers hired subsequent to September 01, 1999 is at the earlier of:
 - a) The date the Member is first entitled to at least a 66% unreduced service pension as verified through documentation supplied from the Ontario Teachers' Pension Plan Board, less the length of the elimination period, or
 - b) The end of the month in which a member attains age 65, less the length of the elimination period.
- Elimination period for LTD benefits of not more than 90 working days.
- Availability of benefit subject to Insurance Carrier approval and not the responsibility of the Board.
- Once the plan is established, no changes will be made during the term of the Collective Agreement except by mutual consent.

17.5.2 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.

17.6 Retention of Benefits

- 17.6.1** 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 Boards 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 17.6.1 (c), (e), and (f) apply only if the coverage is available without affecting the Group Rate for Active Members.

17.6.2 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.

17.7 Sick Leave Credit Accumulation

17.7.1 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.

17.7.2 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 17.7, 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, deductions 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 prorated.
- g) Once the Member's Sick Leave Credits have expired, no salary payments or further accumulation of Sick Leave Credits 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 17.7.2 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.

- j) 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.

17.7.3 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.

ARTICLE 18: QUARANTINE

18.1.1 On application to the Manager of Human Resources, a Member will be granted a Leave of Absence with pay and without loss of Sick Leave as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending his/her duties.

The onus will be on the Member to provide appropriate documentation (Medical Officer of Health Certificate) to the Board as soon as practically possible.

ARTICLE 19: LEARNING ENVIRONMENT

19.1.1 Projected enrolment figures as of no later than May 31 will form the basis for staffing for the following September.

19.2.1 a) The Parties agree that the maximum desirable class sizes will be as follows:

Category	Sept. 2008	Sept. 2009	Sept. 2010	Sept. 2011
Academic, University (U), International Baccalaureate, Advanced Placement, French Immersion	30	30	29	28
Open (Grade 9 and 10)	27	27	27	26
University/College (M), Open (Grade 11 and 12)	27	27	27	26
College (C)	25	25	25	25
Workplace (Grades 11 and 12)	20	20	20	20
Applied	25	25	24	23
Technical: (Transportation, Construction, Manufacturing, Hospitality/Tourism/Foods & Nutrition)	20	20	20	20
Technical (AHHS)/Workplace destination (AHHS), LDC Horticulture (CASS, AHHS)	20	20	20	20
Technical (Grade 9)	25	25	25	25

Technical (other subject areas)				
Multi-Level/Multi-Grade	No Flex	No Flex	No Flex	No Flex
K-Level, GLS, LEAD, LDCC	18	18	17	17

- b) There is no flex factor for multi-level/multi-grade classes.
- c) The Board shall meet the identified maximum class sizes as of October 15 for Semester 1 and March 1 for Semester 2.
- d) No school will have more than thirty-three percent (33%) of its classes above the desirable maximum as of the deadlines in 19.2.1 c).

Effective September 1, 2009, no school will have more than twenty (20) percent of its classes above the desirable maximum as of the deadlines in 19.2.1 c)

- e) For a multi-level split class of College/Workplace with no more than five (5) Workplace students, the class size will be limited to the desirable maximum of twenty-five (25).
- f) Notwithstanding Article 19.2.1 a), if a Grade 9 Technical class offers curriculum that is taught in a similar fashion to a Grade 10 course such as transportation, construction, or manufacturing, or if there are other safety concerns due to room size limitations, then the class size will be limited to twenty (20) plus the flex factor as for Grades 10 through 12.
- g) Notwithstanding Article 19.2.1 a) and 19.2.1 d), class sizes at HPSS can exceed the desirable plus flex factor in order to provide for the offering of senior level classes of a smaller size, with the agreement of the Bargaining Unit.

19.3 Staff Generation and Allocation

19.3.1 The Board will staff secondary schools in accordance with the Ontario Education Act and Regulations with respect to average class sizes as calculated on the reporting days prescribed by the Ministry of Education. The Staffing will reflect the projected Secondary Programming Enhancement provided by the Ministry of Education for 2008-2013 as Appendix "Student Success Teachers" in the Provincial Discussion Table (PDT) Agreement between OSSTF and OPSBA, which will be reviewed and deployed by the Parties through consultation as per Article 19.3.3 a).

19.3.2 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.

19.3.3 a) The Superintendent of Education will consult and review with the OSSTF System Staffing Committee annually, the overall generation and allocation of staff, based upon the projected enrolment. The OSSTF System Staffing Committee shall be composed of a maximum three OSSTF Members chosen by the Bargaining Unit.

b) The Principal shall meet with the OSSTF School Staffing Committee to share:

- allocation of sections
- staffing assignments
- class sizes
- supervisions and on-calls

c) The School Staffing Committee shall be composed of at least two (2), but no more than three (3) OSSTF Members as selected by the Workplace Representatives and up to two (2) administrators.

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

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

19.4 Cooperative Education

19.4.1 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 + 2 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 class periods	33 students + 2 flex factor

iii) Half Day Program at Alexander Henry High School and schools offering Workplace Level Co-op:

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	18 students + 2 flex factor

iv) Full Day Program at Alexander Henry High School and schools offering Workplace Level Co-op:

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 (3) class periods	25 students + 2 flex factor

v) For Teachers assigned a full day core assignment to teach the full day student Co-operative Education Program, on-calls/supervisions may be replaced with student mentoring, with prior approval of the Teacher.

19.5 Working Conditions

19.5.1 All full-time equivalent Teachers Will be assigned 6.0 periods out of 8.0. No Teacher will be assigned more than 3.0 periods or credit-equivalent courses in one semester.

19.5.2 In addition to the assignment in 19.5.1 all Teachers will be assigned additional professional assignments which will include a combination of on-calls, supervisions, student-mentorship and/or teacher-mentorship based on 75 minute periods or equivalent as follows:

- a) In the 2008-2009 school year the half periods of on-calls shall be 32, and the total for 19.5.2 shall be 66.
- b) In the 2009-2010 school year the half periods of on-calls shall be 29, and the total for 19.5.2 shall be 58.
- c) In the 2010-2011 school year the half periods of on-calls shall be 29, and the total for 19.5.2 shall be 57.
- d) in the 2011-2012 school year the half periods of on-calls shall be 29, and the total for 19.5.2 shall be 56.

19.5.3 Teachers with part-time assignments will have their salary, sick leave credits, assigned on-calls/supervisions, Teacher and Student mentoring, prorated in a ratio that a Teacher's assignment bears to a full-time assignment in the manner listed below

Assignment (Periods)	FTE
	0.167
	0.333
3	0.50
	0.667
	0.833
6 (Full-time)	1.0

- 19.5.4 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.
- 19.5.5 No Teacher shall be allocated assigned time over a continuous interval exceeding 225 minutes excluding travel time between classes and/or breaks without the agreement of the Principal, Teacher and Branch Executive
- 19.5.6 All supervision/on-calls, Teacher and Student mentoring shall be equitably time-tabled and performed inside the instructional day. Any scheduling of supervision/on-calls, teaching and student mentoring outside of the instructional day must be with the mutual consent of the Teacher, the Principal, the Board and the Bargaining Unit President.
- 19.5.7 Supervision may be scheduled in blocks subject to the agreement of the Teacher, the Principal, and the Bargaining Unit President or designate.
- 19.5.8 No Teacher shall be assigned other duties during the school day in addition to those set out above.
- 19.5.9 For full-day assignments Teachers such as LEAD, Section 20, Full-day Co-op or other specialized classes, Additional Professional Duties may be replaced with student mentoring with prior approval of the Teacher.

ARTICLE 20: TEACHER IN CHARGE

- 20.1.1 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.
- 20.2.1 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.
- 20.3.1 The Board will replace a Teacher in Charge who has classroom teaching duties with an Occasional Teacher for absences of one day or greater whenever possible.

ARTICLE 21: PRINCIPAL AND VICE PRINCIPAL (ACTING)

- 21.1.1 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.
- 21.2.1 A Member may be appointed in this manner more than once provided that the total terms of appointment do not exceed two (2) years.
- 21.3.1 The Member shall be subject to all terms and conditions of the Agreement.
- 21.4.1 A Member in this position shall not evaluate or discipline another Member.

ARTICLE 22: VACANCIES

- 22.1.1 A vacancy is any position which is known to be open after the staffing process as outlined in Article 24 has been completed and which is open for the next entire School Year.

- 22.1.2 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.
- 22.1.3 Any Member of the Bargaining Unit has the right to apply for a vacancy for which the Member is qualified.
- 22.1.4 Nothing in the Article precludes the Principal from arranging staff prior to the posting of a vacancy.
- 22.1.5 Long Term Occasional Teachers may be employed as described in the Acts and Regulations.
- 22.1.6 The Superintendent will acknowledge receipt of the application.
- 22.1.7 In the event of a complement vacancy, the Board will offer the position to qualified Part-time Members in order to increase their FTE status prior to filling it by way of outside hiring.

ARTICLE 23: TRANSFER REQUESTS

- 23.1.1 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. The Superintendent will acknowledge receipt of the application.
- 23.2.1 Transfer requests will be considered by the appropriate Superintendent during the Board level staffing process. While, it is understood that organization and staffing needs of the system are the first priority, the Board will make reasonable effort to accommodate requests for transfer.
- 23.3.1 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.
- 23.4.1 Moving and relocation expenses for transferred Members shall be at the Member's expense.
- 23.5.1 Nothing in this or any Article guarantees that any Member's request for transfer will be granted.
- 23.6.1 Nothing precludes the transfer of staff at anytime by mutual consent.
- 23.7.1 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 23.7.1, 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.
- 23.8.1 Notwithstanding Article 23.7.1, a Member cannot be transferred from one school to another school that is greater than 75 kilometres distant without the agreement of the Member.

ARTICLE 24: STAFFING AND SURPLUS AND RECALL

- 24.1.1 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.
- 24.2.1 The Board shall compile a List of Surplus Members to each school no later than May 15 or December 15, as the case may be. The List will be made available to the Bargaining Unit by the same date.

- 24.3.1 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 or December 31, as the case may be.
- 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.
- 24.4.1 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 Member(s) 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 in writing by June 20 or January 20, as the case may be. If the Member selects Recall in accordance with Article 24.9.1, the Member will be placed on the Recall List.
- 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.
- 24.5.1 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.
- 24.6.1 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 20 or January 20, as the case may be. 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 contained in Articles 24.9.2 to 24.9.7 inclusive.
- 24.7.1 ~~Known~~ openings for Positions of Responsibility shall be filled prior to staffing.
- 24.8.1 If the Board finds itself in a situation where there are Surplus Members for Semester Two or Midyear in a non-semestered system, the staffing and displacement process as outlined above will apply.

24.9 RECALL

- 24.9.1 The Board shall establish and maintain a List of all Bargaining Unit Members who are declared Laid Off and have elected Recall, called the Recall List. At the time of Termination of Employment, a Member who has been Laid Off 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 provisions.
- 24.9.2 Bargaining Unit Members who have been Laid Off 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 twenty-four (24) 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.
- 24.9.3 While on the Recall List, Laid Off Members shall be entitled to continue to be enrolled in Benefit Plans in which the Members were enrolled immediately prior to being declared Laid Off, with full costs paid by the Member.

- 24.9.4 Bargaining Unit Members who are eligible for Recall shall be responsible for filing their most recent address with the Board.
- 24.9.5 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.
- 24.9.6 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 remain on the Recall List.
- 24.9.7 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 25: BEREAVEMENT

- 25.1.1 Bereavement Leave shall be granted upon application to the Manager of Human Resources without loss of pay or sick leave credits as follows:
 - a) up to five (5) days for the funeral of a Member's child, father, mother, brother, sister, spouse, common law or same sex partner, guardian, mother in law, father in law
 - b) up to three (3) days for the funeral of a Member's fiancé/fiancée, grandparent (of member or spouse), brother in law, sister in law, daughter in law, son in law, grandchild.

ARTICLE 26: COMPASSIONATE LEAVE

- 26.1.1 For a severe illness of the Member's father, mother, brother, sister, child, spouse, same sex partner, guardian, step parent or step child 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, upon request, submit to the Board a Doctor's Certificate verifying the severity of the illness as soon as reasonably possible.
- 26.1.2 Compassionate Leave for those situations will be provided as follow:
 - 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 28.
- 26.1.3 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.
- 26.1.4 A further two (2) days per year will be provided for the Member to attend to the illness of an immediate family member, other than a severe illness as identified in 26.1.1.

ARTICLE 27: FEDERATION LEAVES

27.1 Short Term Federation Leaves

- 27.1.1 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.
- 27.1.2 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.

- 27.1.3** 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.
- 27.1.4** 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.
- 27.1.5** 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.
- 27.2 Collective Bargaining Leave**
- 27.2.1** 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.
- 27.2.2** 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.
- 27.2.3** The combined total maximum of all Collective Bargaining Leaves shall not exceed seventy-five (75) days.
- 27.2.4** 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.
- 27.3 Long Term Federation Leaves**
- 27.3.1** The Board shall release up to two (2) Member(s) to act as Bargaining Unit representatives, without loss of Salary, Benefits or Seniority. Such Leave shall be in semester length blocks of either full or half days or any other arrangement that is mutually agreeable to the Federation and the Board.
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 first Member.
In addition, the Bargaining Unit will pay the Board at the Category 3, Step 1 rate plus the absent Member's Non Statutory Benefits costs for the duration of the leave of the second Member.
OSSTF shall be responsible for any WSIB costs related to injuries which occur during the period of the Leave(s).
The Bargaining Unit shall request such Leave(s) no later than May 15 for the following School Year.
- 27.3.2** 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(s) 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.
- 27.3.3** Requests for Long Term Federation Leaves (Articles 27.3.1 and 27.3.2) shall be submitted, in writing, to the appropriate Superintendent through the Principal, no later than May 15 for the following School Year.
- 27.3.4** 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 24.

ARTICLE 28: PERSONAL LEAVE

28.1.1 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) One School Day may be provided with pay for:

- Wedding of immediate family member (brother, sister, child, parent)
- Surgery/hospitalization of family member not covered by Article 26.1.1
- Legal appointment
- Required court attendance for self or immediate family (brother, sister, child, parent, spouse)
- Medical appointment (child)
- Other medical appointment for immediate family member where attendance of Member is required
- Funeral of a person significant to the Member who is not identified in 25.1.1 a) or b)
- Convocation of the Member's spouse, or the Member's child
- Other reason approved by the Manager of Human Resources

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 of pay 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 Teacher 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.

28.1.2 Leave under 28.1.1 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 29: POST SECONDARY GRADUATION LEAVE

29.1.1 On application to the Manager of Human Resources, Post Secondary Graduation Leave will be granted to a Member with no loss of pay to attend the Member's convocation from a certified and recognized post secondary institution. Such Leave shall be for the day of the graduation only and shall be limited to one day.

ARTICLE 30: EDUCATIONAL EXAMINATION LEAVE

30.1.1 On application through the Principal, a Member shall be granted a Leave of Absence for one day per school year for the purpose of the writing of an educational examination that provides for the advancement of the Member's academic or professional qualifications and education. Such Leave of Absence shall be with no loss of pay and shall be for the day of examination only.

ARTICLE 31: MEMBER FUNDED LEAVE

31.1 General

31.1.1 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.

31.1.2 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.

31.2 Criteria

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

31.2.1 Member Funded Leaves will be individually limited to one every three (3) School Years.

31.2.2 A Member Funded Leave shall not impede the efficient operation of the School System or the Surplus Procedures under this Agreement.

31.2.3 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.

31.2.4 The Member must be unlikely to be declared Surplus during the period of the Funded Leave Plan.

31.2.5 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.

31.2.6 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.

31.3 Approval

31.3.1 The Board, which has the sole right to grant a Member Funded Leave, will respond to the request for the Leave, in writing, by May 15 indicating whether or not the Funded Leave has been granted.

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

31.4 Financial Provisions

31.4.1 The Funded Leave may be taken in either year (or Semester) three (3) of a Member's Three Year (or Semester) Plan; or 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.

31.4.2 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 either Semester, of the Fifth Year 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 either Semester, as the case may be; or
- c) three (3) years or three (3) semesters at 66.667% 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 Third Year or either Semester, as the case may be.

31.4.3 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 10).

Arrangements for the Method of Payment shall be made directly through the Payroll Department prior to the commencement of the Funded Leave.

31.4.4 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.

31.4.5 During the Funded Leave, the Board shall pay the Member's Benefit contributions as required in Article 17 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.

31.4.6 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.

31.5 Upon Return From a Member Funded Leave

31.5.1 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 24 of this Agreement.

31.6 Additional Terms and Conditions

31.6.1 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.

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

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

31.6.4 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.

31.6.5 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.

31.7 Withdrawal

31.7.1 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.

31.8 No Alterations

31.8.1 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 32: PREGNANCY AND PARENTAL LEAVE

32.1 Statutory Pregnancy and Parental Leave

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

32.1.2 The Board shall provide for Members on Pregnancy Leave a Supplemental Employment Benefit Plan subject to approval by Human Resources Canada and subject to the Regulations established by same and as follows:

The Board shall provide for Teachers on Maternity Leave a Supplementary Employment Insurance Benefits Plan providing for payment of 75% of normal weekly earnings (as of the start of the Maternity Leave) for the two week waiting period for E.I. Benefits. No such supplementary payment shall be paid for any two-week mandatory waiting period which occurs outside of the Ministry approved School Calendar for days of instruction.

32.1.3 To be granted a Sub Benefit, Members must make written application to the Board, prior to the expiry to the period of Employment Insurance Commission Benefit, outlining the commencement date of the waiting period and the weekly amount of Employment Insurance Benefit payable.

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

ARTICLE 33: PATERNITY LEAVE/ADOPTION LEAVE

33.1.1 On application to the Manager of Human Resources, a Member shall be entitled to a Leave of Absence for up to two (2) consecutive days without loss of salary or accumulated sick leave to attend to the responsibilities related to the birth or adoption of the Member's child.

ARTICLE 34: EXTENDED LEAVES OF ABSENCE

34.1.1 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.

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

34.1.3 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.

34.1.4 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

34.1.5 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.

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

34.1.7 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 24.

ARTICLE 35: COURT APPEARANCES AND JURY DUTY

35.1 Court Appearances

a) On application to the Manager of Human Resources through the Principal, a Member required by subpoena to appear as a witness in a court case shall be granted a Leave of Absence with pay and no loss to accumulated sick leave.

b) On application to the Manager of Human Resources, a Member who is subpoenaed to appear as a witness in a court case and who is a party to the action will be granted a Leave of Absence without pay.

35.2 Jury Duty

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

ARTICLE 36: POLITICAL LEAVE

36.1 A Member who has completed their probationary period shall be granted, twice in their career with the Board, an unpaid Leave of Absence for up to twenty-five (25) school days in order to be a candidate for federal or provincial Member of Parliament.

The Member shall be required to request such Leave, in writing, at least one calendar month in advance of the commencement date of the requested Leave.

36.2 Employees elected or appointed as a Federal or Provincial Member of Parliament or as a full-time Mayor of a Municipality, shall be granted unpaid Leave of Absence for a maximum of two terms of office, in their career with the Board. It is understood that such terms of office may or may not be consecutive.

36.3 A Member on Leave under this Article shall accumulate Seniority for a maximum of two years in accordance with the provisions of the Seniority Article.

36.4 While a Member is on Leave under this Article, no additional Teaching Experience shall be granted or accumulated. Leave granted under this Article shall not count as experience for salary purposes, result in accumulation of sick leave, nor be counted or included in the calculation of Service Gratuity if the Member is eligible for a Service Gratuity.

36.5 A Member granted Leave under this Article may continue, with the exception of Long Term Disability, benefits coverage, under the Boards Benefits Plans, for a period of up to two years. Continuation of such coverage shall be at no cost to the Board, by Member payment of the cost of Benefit premiums.

A 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 of the Leave.

36.6 Should the Member not be re-elected, or choose not to seek re-election at the end of the first or second term, the Leave shall extend to the start of the earliest of the next Semester or School Year. It is understood and agreed that a Member re-elected or appointed to a third term will be deemed to have resigned from the Board.

36.7 Members returning from Leave shall be on the staffing complement of the school to which they were previously assigned, subject to the Staffing and Surplus provisions of the Staffing/Surplus/Recall Article.

In the event that the Member is entitled to a position and no permanent position is available, the Member may be placed in a Long Term Occasional position or on permanent supply until such time as a permanent position becomes available subject to the provisions of the Staffing/Surplus/Recall Article. A Member so placed shall be entitled to salary and benefits, as if the Member were assigned to a permanent position.

ARTICLE 37: RETIREMENT GRATUITY AND SERVICE GRATUITY

37.1.1 Existing Collective Agreement clauses dealing with Retirement and Service Gratuity from predecessor Board areas will be grandfathered to Members employed in those geographical areas on June 30, 1998

ARTICLE 38: SERVICE GRATUITY

38.1.1 A Member hired on contract on or after September 1, 1998, will be entitled to benefit from the following plan, subject to the terms described below:

- a) A Member will upon successful completion of his/her probationary period, be enrolled in the Service Gratuity Plan.

- b) The Service Gratuity Plan will generate a one time Service Gratuity payment of \$5,500.00 which will be paid to the Member in the first month of the Member's eleventh (11th) continuous year of employment.
- c) In order to qualify for a Service Gratuity the Member's last period of ten (10) years continuous employment must have commenced on or after September 1, 1993, and the Member must remain in the employ of the Board, for an additional four months past the 10th anniversary of the date the teacher became a probationary Member under this Collective Agreement.
- d) When a permanent contract is terminated, for any reason, and the Member has less than ten (10) years continuous employment, the Board shall cancel the Member's enrolment in the Service Gratuity and the Member shall have no entitlement under this Plan.

ARTICLE 39: GRIEVANCE PROCEDURES

39.1 General

39.1.1 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.

39.1.2 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.

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

39.2 INDIVIDUAL GRIEVANCE

39.2.1 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.

39.2.2 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 Grievances 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.

39.2.3 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.

39.2.4 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.

39.2.5 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.

39.3 PARTY GRIEVANCE (BARGAINING UNIT OR BOARD INITIATED)

39.3.1 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.

39.3.2 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.

39.3.3 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.

39.3.4 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.

39.4 Alternative Forms of Grievance Mediation

- 39.4.1 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.
- 39.4.2 Each Party shall pay the wages, and expenses as well as related costs of their respective attendees, advisors and witnesses.
- 39.5 Arbitration**
- 39.5.1 The Party desiring Arbitration shall notify the other Party, in writing, of its desire to submit the Grievance to Arbitration.
- 39.5.2 The Grievance shall be submitted to a mutually agreed upon single Arbitrator.
- 39.5.3 Upon written request of either Party, the Grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within fifteen (15) School Days, inform the other Party of the name of its appointee to the Arbitration Board. 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
- 39.5.4 If the recipient of the notice under Article 39.5.3 fails to name an appointee or if the two appointees fail to agree upon a Chair within five (5) Working Days, the appointment of the Chair shall be made by the Minister of Labour, under the Ontario Labour Relations Act upon the request of either Party.
- 39.5.5 The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the Parties and/or Representatives and shall issue a decision. The decision shall be final and binding upon the Parties and upon the Member(s) and Board.
- 39.5.6 The decision of the majority of an Arbitration Board, is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs.
- 39.5.7 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.
- 39.5.8 The fees for a single Arbitrator, or for the Chair of a 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.

ARTICLE 40: MISCELLANEOUS

- 40.1.1 All Members shall be provided with a copy of the current Collective Agreement and the printing costs shall be shared by the Parties.
- 40.1.2 New Members will be provided with a copy of the Collective Agreement as soon as is practical after their date of hire.

ARTICLE 41: TERM OF CONTRACT

- 41.1.1 This Agreement shall be in effect from September 1, 2008, and shall continue in force up to and including August 31, 2012, and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within 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 42: STRIKE AND LOCKOUT

- 42.1.1 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 43: CRIMINAL BACKGROUND CHECK

- 43.1.1 The Board will ensure that all records and information (including Offense Declarations and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure location and in a completely confidential manner. Access to such records and information will be strictly limited to the members of Senior Administration, the Manager of Human Resources and/or designate and the Member and/or designate or any other person required by law.

ARTICLE 44: TEACHER PERFORMANCE APPRAISALS

- 44.1.1 Teacher Performance Appraisal shall be conducted in accordance with the Education Act and relevant legislation and in accordance with the Board's Policies and Procedures. The Board shall consult with District 2 OSSTF prior to making changes to the Board's Policies and Procedures with respect to Teacher Performance Appraisal.
- 44.2.1 Teachers shall have the right to OSSTF representation, upon their request, at meetings where performance issues are discussed.
- 44.3.1 Prior to a meeting to discuss an unsatisfactory performance appraisal, the Principal shall contact the Superintendent of Education who shall, in turn, contact the Bargaining Unit President.
- 44.4.1 A member acting as a Teacher in Charge or Acting Principal or Acting Vice Principal shall not perform any aspect of the Teacher Performance Appraisals.

ARTICLE 45: CONTINUING EDUCATION TEACHERS - CREDIT COURSE

- 45.1.1 In addition to clauses 45.2, 45.3, 45.4 and 45.5 contained herein, the rights and privileges and terms and conditions of employment of Continuing Education Teachers defined in Article 45.2 be exclusively limited to the following Collective Agreement articles:

- Article 2 - Management Rights**
- Article 6 - Personnel Files**
- Article 11 - Federation Dues**
- Article 18 - Quarantine**
- Article 39 - Grievance Procedure**
- Article 42 - Strike and Lockout**

- 45.2 '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.

45.3 Contract Term

- 45.3.1 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

45.4 Hourly Rate of Pay

- 45.4.1 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 of the Teacher of duties related to teaching functions such as marking, evaluation, completing reports, student interviews, preparation and all such other activities necessarily related to the effective teaching of continuing education pupils. In addition, the hourly rate of pay set out herein is inclusive of payment for Statutory holidays.

Hourly rate of Pay

- Teacher - \$ 42.78 effective September 1, 2008 (3.0%)
- Teacher - \$ 44.06 effective September 1, 2009 (3.0%)
- Teacher - \$ 45.38 effective September 1, 2010 (3.0%)
- Teacher - \$ 46.74 effective September 1, 2011 (3.0%)

45.5 Benefits

- 45.5.1 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 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 as long as they continue to be employed by the Board and so long as they meet the aforementioned criteria.

45.5.2 Bereavement Leave

- a) On application to the Manager of Human Resources, Bereavement Leave shall be granted without loss of pay or Sick Leave credits to Con Ed Teachers who are working a minimum of five hours per day for five days per week for the following:
 - (i) For the funeral of a Con Ed Teacher's father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, grandparent of employee, or spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, step parent, step child.
- b) Bereavement for those situations covered under this Article will be provided as follows:
 - (i) within a distance of one hundred and fifty (150) kilometres of the Con Ed Teacher's principal residence to a maximum of three (3) working or School Days.

Notwithstanding the above, when a death occurs in a Con Ed Teacher's immediate family (father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, step parent, step child), the Con Ed Teacher may be granted an additional two days if approved by the Superintendent.

- (ii) For greater distances – to a maximum of five (5) School Days.

45.5.3 Jury Duty

- a) On application to the Manager of Human Resources, a Con Ed Teacher who has been employed by the Board for five (5) school months and who is working a minimum of five (5) hours per day for five days per week and who is required to serve on a Jury or subpoenaed as a court witness, but who is not party to the action, will be granted a Leave of Absence, with pay, for the duration required by the court. However such Leave with pay, shall not exceed three (3) days.
- b) A Leave of Absence under this Article will not be deemed to be termination of a Con Ed Teacher's contract.
- c) All pay, excluding travel, meals and accommodation expenses received from the Court for such appearances, shall be submitted to the Board.

45.5.4 Sick Leave

- a) After each twenty (20) consecutive full teaching days of a minimum of five hours, a Con Ed Teacher shall be entitled to one (1) paid Sick Leave Day.
- b) Sick Leave Days may be accumulated to a maximum of five (5) days for each school year in a continuous assignment. Sick Leave Days do not transfer or accumulate from one teaching assignment to another unless the continuous assignment moves into a second semester.
- c) The purpose of Sick Leave shall be for absences related to a Con Ed Teacher's illness or dental condition.
- d) No Sick Leave Days will be credited to a Con Ed Teacher on strike, lockout or withdrawal of services.
- e) All medical absences which exceed five (5) consecutive school days may require documentation acceptable to the Board upon return.
- f) The Board reserves the right to have a Con Ed Teacher submit a Certificate from a *Doctor*, named by the Board, regardless of the duration of the illness. Where the Board has requested such certification, the Board shall be responsible for the cost of the medical certificate.

45.5.5 Parental/Adoption Leave

Parental/Adoption Leave shall be granted for two (2) days to Continuing Education Teachers without loss of pay, and chargeable to Sick Leave Credits, if they have Sick Leave Credits, to attend to the responsibilities related to the birth or adoption of the Continuing Education Teacher's child.

45.6 Seniority

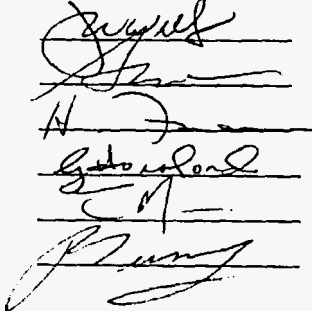
The Bargaining Unit will prepare and administer a Seniority List of Continuing Education Teachers. The Seniority List shall contain the names of all Continuing Education Teachers covered by this Collective Agreement and under contract to the Algoma District School Board. Seniority shall be defined as continuous service with the Algoma District School Board counted from the first day worked with the Board.

The Seniority List shall be prepared by the Bargaining Unit and supplied to the Board by December 15 each year.

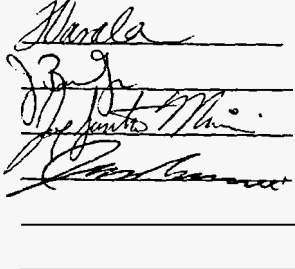
This collective agreement is

Signed at Sault Ste. Marie, Ontario on January 27, 2009

Union

The Union side of the signature block contains five handwritten signatures, each written over a horizontal line. The signatures are in cursive and vary in length and style.

Board

The Board side of the signature block contains three handwritten signatures, each written over a horizontal line. The signatures are in cursive. Below these three lines are two additional empty horizontal lines.

Appendix A: LETTER OF UNDERSTANDING

Retirement/Service Gratuity

All Members employed with the Algoma District School Board who have *no* entitlement to a predecessor Board's Retirement or Service Gratuity Plan will be entitled to benefit from the Plan in 38.1.1 as if hired on September 1, 1998. The Parties understand that this will apply to up to four (4) Members only.

APPENDIX B: LETTER OF UNDERSTANDING

The Parties agree to the formation of a joint **Board/Union Benefits Committee** comprised of three (3) members of the Bargaining Unit and three (3) representatives of the Board. The Committee shall meet to inform decision making on improvements to benefits and expenditure of funds as provided in the PDT dated November 27, 2008, and with the understanding that the Board will spend no more than the \$48,895.00 available under the Funding Enhancements detailed in Appendix 13 of the B10 Memorandum. The Board will provide the Bargaining Unit with disclosure of information similar to that provided in a public procurement process.

The Parties will meet at the end of each benefit period to review the Benefits Plans in order to ensure full expenditure of the available funds and to ensure that the Board's costs are contained within the Funding Enhancements available to it. The Parties will discuss alternatives and adjust the Plans to accommodate the financial information.

APPENDIX C LETTER OF UNDERSTANDING

Secondary School E-LEARNING (electronically delivered curriculum)

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

- i) Class size for e-Learning credits;
- ii) Process for enrolling student;
- iii) Workload and worksite issues for the Teacher delivering the e-Learning course;
- iv) Job posting for e-Learning
- v) Department structure for e-Learning
- vi) Supervision credit for Teachers helping students in their home school with course work taken through another site;
- vii) Staffing issues;
- viii) FTE generation;
- ix) Board, Federation, Staffing Committee monitoring of e-Learning credits according to normal procedures of in-school credits;
- x) School day/school year for e-Learning
- xi) And other related issues