

SOURCE	Sch. Bd.		
EYE.	98	09	01
TERM.	2000	08	31
NO. OF EMPLOYEES	240		
NO. OF GROUPS	SH		

Collective Agreement

between

The Ontario Secondary School Teachers' Federation
(hereinafter called the "OSSTF" or "Union")

Representing

The Secondary Teachers
of District 4 of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

and

The Near North District School Board
(hereinafter called the "Employer" or "Board")

September 1, 1998

to

August 31, 2000

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ARTICLE #1 **PURPOSE**

- 1.01** The purpose of this agreement is to **establish** the terms and **conditions** of employment of all members of the Bargaining Unit **employed** by the Board, **including** salaries, employee **benefits**, **working conditions** and other **matters**, and to **establish** an expeditious **procedure** for the resolution of grievances which may arise.
- 1.02** Except for **errors**, inadvertence or omission, this Collective Agreement shall form the **basis** for computing all salaries and other **conditions**.

ARTICLE #2 **MANAGEMENT RIGHTS**

- 2.01** The Board retains those management rights not limited by this **Collective** Agreement.

ARTICLE #3 **DELEGATION OF RESPONSIBILITY**

- 3.01** The parties understand and agree that where reference is made in this **Collective** Agreement to persons holding positions of responsibility, *such* reference shall in every *case* be deemed to include "or his/her designate".
- 3.02** All correspondence and communications between the parties arising out of this collective agreement shall pass to and from the Superintendent of Corporate **Services** or designate, and to and from the President of the Bargaining Unit or designate.

ARTICLE #4 **RECOGNITION**

- 4.01** The Board **recognizes** the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate and to **participate** in the administration of this Agreement on behalf of its members employed to teach by the Board.
- 4.02** The OSSTF authorizes and the Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the OSSTF.
- 4.03** The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this **Collective** Agreement.
- 4.04** The Board further recognizes the **right** of OSSTF to represent a member at any meeting when a disciplinary matter is being considered.
- 4.05** The Bargaining Unit recognizes the right of the **Board** to be represented by any duly appointed advisor, counsel, solicitor, or representatives to assist, advise, or represent the Board in all matters pertaining to the negotiations and administration of this **Collective** Agreement.
- 4.06** The Bargaining Unit recognizes the obligation of the Board to operate **its** schools in a manner consistent with the Education Act and the Regulations made thereunder.

ARTICLE #5 DURATION AND AMENDMENT OF THE COLLECTIVE AGREEMENT

- 5.01** This Agreement shall be in effect from ~~September 1, 1998~~ and shall continue in force up to and including ~~August 31, 2000~~ and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in Writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this agreement, in accordance with the Ontario Labour Relations Act.
- 5.01.01** Notwithstanding the period of notice stipulated in **Section 59** of the Labour Relations Act, either party may notify the other within the period of 180 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications of this collective agreement.
- 5.01.02** The parties agree that neither party will apply for a conciliator prior to May 1st, except by mutual agreement.
- 5.02** If either party gives notice of its desire to negotiate amendments in accordance with 5.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 5.03** No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 5.04** There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Labour Relations Act.

ARTICLE #6 CATEGORY SYSTEM AND CERTIFICATION

- 6.01** Each teacher's category classification on the salary grid shall be determined by the application of the OSSTF Certification Chart in effect September 1, 1997.
- 6.02** Changes in Category shall be made only after receipt of a Certification Statement issued by the OSSTF Certification Board. It is the responsibility of the teacher to present to the Manager of Human Resources the Certification Statement.
- 6.03** As a condition of employment, new teachers engaged by the Board shall submit an OSSTF certification rating statement to the Manager of Human Resources. Until the statement is received, new teachers shall be placed on the salary grid at Category 1. Retro-active pay shall be limited to one calendar year.
- 6.04** Any changes in category shall be made effective as follows:
- 6.04.01** A salary change due to change in category will be made effective as of September 1 of the same year, provided that the Manager of Human Resources has been notified in writing of the impending change prior to December 31, and that the Certification Statement has been received by the Manager of Human Resources prior to June 30 of the current school year. In no case will retro-activity be applied prior to September 1 of that same school year.

- 6.04.02 A salary change due to change in **category** will be made **effective** January following, if notification has not been **received** prior to December 31, and **provided** that the Manager of Human Resources has been notified in Writing of the **impending** change prior to **April 30** and that the **Certification** Statement has been **received** by the Manager of Human Resources prior to **October 31** of the ensuing **school** year. In no case will **retro-activity** be applied prior to January 1 of the calendar year.
- 6.04.03 If unusual delays in the **receipt** of the **Certification** Statements occur which are beyond the control of the teacher and if the teacher informs the Manager of Human Resources in **writing** of the delay, **then retro-activity** as stated in 6.04.01 and 6.04.02 will be applied in a fair and reasonable manner subject to 6.05.
- 6.05 Changes in salary, including any **appropriate** retroactive payment, **will** be made within **two** months by the Manager of Human Resources upon receipt of the Certification Statement to verify the change in category.

ARTICLE #7 **CATEGORY SYSTEM AND EXPERIENCE**

- 7.01.01 Teaching experience, for the purpose of placement on the salary grid, shall be all full-time, part-time or long-term occasional teaching experience gained in elementary **and/or** secondary schools.
- 7.01.02 All teaching experience shall be validated with documentation **provided** by the teacher to the Manager of Human Resources.
- 7.01.03 The teacher shall be paid at step 0 of the appropriate category as **determined** by Article 6 until such time as they provide the required documentation. Upon receipt of the required documentation the Board shall make the necessary adjustment to the date of employment. The maximum period of retroactivity shall be one year.
- 7.02 Teaching experience for less than a full-time assignment **and/or** less than a full school year, including long-term occasional teaching experience, shall be recognized as follows:
 - 7.02.01 0.5 assignment or more, or half school year or more: one full year credit.
 - 7.02.02 less than 0.5 assignments shall accumulate until reaching 0.5, then a full year credit shall be granted.
 - 7.02.3 the teaching experience provision for less than a full year, as **stated** in this article, shall only be applied to a teacher's salary beginning as of September 1, 1998, and shall not be paid for previous years when another method may have been used. Credit for teaching experience previously granted by a predecessor board will continue to be recognized as calculated by that board.
- 7.03 Statutory **pregnancy/parental** leave shall count as teaching experience.
- 7.04 No teacher employed by the Near North Board of Education on June 30, 1998, shall suffer a **reduction** in grid placement as a result of wording in this article which may **conflict** with the **grid** placement received under the collective agreement of their predecessor Board.

7.05 Related Experience

7.05.01 As of September 1 each year, of related experience will be **recognized** for one year of grid placement on the basis of the following:

- (a) technical teachers - years of work experience in the trade being taught,
- (b) business teachers - years of work experience in the subject area being taught,
- (c) other experience - years of teaching at a university or community college.

7.05.02 The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.

7.05.03 Documentary or documented evidence must be **submitted with** all applications for related experience allowances. Teachers must apply for related experience, as defined in this article, by submitting an application to the Superintendent of Program and Schools. The previous related experience granted to a teacher may be reviewed by the Board each year.

ARTICLE #8 SALARY

8.01 Effective September 1, 1998, teachers shall be paid according to the following salary grid. All years of teaching experience shall be recognized for the purpose of category placement.

CATEGORIES

<u>Years of Teaching</u>	<u>A1-1</u>	<u>A2-2</u>	<u>A3-3</u>	<u>A4-4</u>
0	31639	32849	36107	37678
1	33319	34681	38265	40014
2	35000	36514	40424	42349
3	36680	38346	42583	44685
4	38360	40178	44741	47021
5	40041	42011	46900	49356
6	41721	43843	49058	51692
7	43401	45675	51217	54028
8	45082	47508	53376	56363
9	46762	49340	55534	58699
10	48442	51172	57693	61035
11	50123	53005	59851	63370
12	51803	54837	62010	65706

8.02 No Teacher shall be newly employed at a salary higher than that being paid to any member of incumbent staff having the same or equal qualifications, experience, and responsibility.

8.03 The Board shall pay an extra "housing allowance" of three hundred dollars (\$300.00) to all Mattawa Secondary School teachers who were employed at the F.J. McElligott High School during the 1975-76 school year and who have continued to be employed at F.J. McElligott High School. The Board shall pay an extra "housing allowance" of two hundred dollars (\$200.00) to all Sturgeon Falls School teachers, who are O.S.S.T.F. members who were employed at the École Secondaire Franco-Cite and Northern Secondary School during the 1975-76 school year and who have continued to be employed at Northern Secondary School.

8.04 An allowance of \$1000.00 shall be paid for either but not both, a Ph.D. or a Masters Degree from a recognized University, except where one or more courses of such a Degree have been used in the determination of the Teacher's category. This allowance shall be in addition to the maximum salary under the terms of this Agreement.

ARTICLE #9 METHOD OF PAY

9.01 The Board will pay the teacher by direct deposit to the teacher's account in a local bank, trust company or credit union on or before the dates stipulated below. A statement of salary, allowances and deductions shall be provided to the teachers on the same date.

9.01.01

<u>Date of Pay</u>	<u>Percentage of Annual Salary</u>
September - First Friday	4%
September 15	4%
September 30	4%
October 15	4%
October 31	4%
November 15	4%
November 30	4%
December - First Friday	4%
December 15	4%
December - Last teaching day	4%
January - First Friday	4%
January 15	4%
January 31	4%
February 15	4%
February 28	4%
March 15	4%
March 31	4%
April 15	4%
April 30	4%
May 15	4%
May 30	4%
June - First Friday	4%
June 15	4%
June - Last teaching day	8%

9.02.01(a) A minimum of forty (40) percent of a teacher's salary shall be paid by December 31 in any school year. The remaining sixty (60) percent of a teacher's salary shall be paid by June 30.

9.02.01(b) Employee benefits shall be deducted from each pay. Statutory deductions shall be deducted in accordance with Revenue Canada requirements.

9.02.02 By December 31, each teacher will have paid 40% of the yearly deductions for such items as Group Life Insurance, Federation Fees, etc.

9.03 Where a payday falls on a Saturday, Sunday or holiday, salaries shall be paid on the business day immediately preceding.

9.04 On or before **October 1**, the Board shall **provide** to **each** teacher **setting** forth the **following**:

- a) credit for teaching experience
- b) category **classification**
- c) salary and allowances
- d) benefit plan **contributions**
- e) accumulated sick leave **credits**
- f) **deductions**

9.05.01 Teacher's who leave the Board's employ shall be **paid** any **salary** owing up to the **last** school day worked.

9.05.02 Where a teacher works only part of the school year, the teacher shall be **paid** a salary in proportion that the number of school days which the employee **works** bears to the total number of school days in the school year.

ARTICLE #10 FEDERATION LEAVE AND FEES

10.01 On each pay date on which an employee is paid the Board shall deduct **from** each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective **constitutions** and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

10.02 The OSSTF dues deducted in 10.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the **deductions** were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts **deducted**. The Board shall, where available, provide the information in electronic form.

10.03 Dues specified by the Bargaining Unit in 10.01, if any, shall be **deducted** and remitted to the Treasurer of OSSTF District 4 no later than the fifteenth of the month following the date on which the **deductions were** made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. The Board shall, where available, provide the information in **electronic** form.

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

10.05.01 At the request of the Union, the Board shall grant full-time/part-time release time to the persons named by the Union.

10.05.02 The persons named pursuant to 10.05.01, shall be **treated** for all purposes, including but not limited to the payment of salary, allowances and **benefits**, and the accumulation of seniority, sick leave, as if working at their normal assignment. The Union will reimburse the Board **at** a rate of minimum category 2 plus employee and employer share portion of statutory **benefits**.

- 10.05.03** In addition to the persons release in Article 10.05.01, the Board may grant further release time from teaching duties for **additional** members of the Union. The Union shall reimburse ~~the Board~~ for its **actual costs** of the teacher released.
- 10.06.04** The name of ~~the persons~~ named pursuant to Article 10.06.01 shall be **forwarded** to the Director of Education by June 30.
- 10.06.05** A teacher **returning** from a Union leave has the right to be reassigned to the same school and same position **as** prior to going on leave, subject to the lay-off procedures in Article 14.
- 10.07** The **Board** shall **grant** a leave of absence to a teacher who **holds** an office requiring full-time duty **at** the provincial level, provided that the Union **reimburses** the Board for the full **cost** of the teacher's total salary and other benefits. The teacher shall continue to accumulate seniority during the period of leave.

ARTICLE #11 **EMPLOYEE BENEFITS**

- 11.01** The Board shall maintain the existing **benefit** coverage for Union members **subject** to the following:
- a) The existing LTD plans for the three predecessor **boards** will be replaced by a plan **selected** by and fully paid for by the teachers within 30 days of the ratification of this agreement.
 - b) For all other employee **benefits**, the Board shall pay 100% for the existing plans **subject** to c) and i) below.
 - c) The committee, which has already met to discuss employee **benefits**, will continue the development of the benefit plan, which will be tendered **as soon** as possible, **subject** to i) below.
 - d) As a condition of employment, all teachers newly employed by the Board shall be enrolled in the prevailing fringe benefit plan including LTD.
 - e) The Board agrees, to deduct ~~at~~ source, any required premium payments incurred by the teachers.
 - f) The Board shall administer the employee **benefits** plans outlined herein.
 - g) The Board shall provide, to each member, an employee booklet describing the **benefits** available to all members of the Bargaining Unit.
 - h) The Bargaining Unit shall be supplied with a copy of updated master contracts between the Board and the insuring companies.
 - i) The total amount allocated by the Board to cover the **cost** of extended health care, dental plan and life insurance shall be set at \$2,000.00 per employee per year.

ARTICLE #12 POSTING OF VACANCIES

12.01 Definition of Vacancy

It is the Board's responsibility to determine the location of a teaching vacancy.

12.02 Any vacancy resulting from transfer, death, resignation, secondment, leaves, creation of a new position, or any other reason, shall be posted internally.

12.02.01 Internal posting shall be in all educational workplaces within the jurisdiction of the Board.

12.02.02 Internal applicants shall mean members of the Bargaining Unit including teachers on the recall list.

12.02.03 All vacancies shall be posted at least ten (10) school days before the vacancy is to be filled. Concurrently a copy shall be sent to the President of the Bargaining Unit and to each teacher, at the teacher's last known address, who is entitled to recall under this collective agreement.

12.03 All postings shall include the title of that position, requisite experience if any, qualifications and effective date.

ARTICLE #13 WORKING CONDITIONS

13.01 individual Teacher Workload and Class Size.

13.01.01 "Basic", "General" and "Advanced" shall have the same meaning as defined in the Circular Ontario Schools: Intermediate and Senior Divisions, (1989). In 1999/2000 these definitions may change with the release of new Ministry curriculum documents.

13.01.02 a) The maximum number of pupil-teacher contacts per semester for a teacher teaching two or three periods shall be determined by the particular class mix taught by the teacher and the maximums for each type of class as described in Article 13.01.04.

Example #1: A teacher with 3 periods and having one Grade 11 Advanced Level Academic class, one Grade 9 De-streamed Music class and one General Level Technical Class has as a maximum number of Pupil Teacher contacts:

$$33 + 26 + 24 = 83 \text{ PTCs}$$

Example #2: A teacher with 2 periods and having one Grade 11 Advanced Level Academic class and one Grade 9 De-streamed Music class has as a maximum number of Pupil Teacher contacts:

$$33 + 26 = 59 \text{ PTCs}$$

13.01.02 b) The maximum number of pupil-teacher contacts per semester for a teacher teaching one period shall be determined by the particular class taught by the teacher and shall be the maximum plus 10% more for the type of class as described in Article 13.01.04.

Example #3: A teacher with 1 period and having one Grade 11 Advanced Level Academic class has as a maximum number of Pupil Teacher contacts:

$$33 + 3 = 36 \text{ PTCs}$$

- 13.01.02 c) The maximum number of PTCs as described in 13.01.02 a) shall not be exceeded by more than 5%.
- 13.01.03 Students who are designated as Independent Study students shall be identified and included in the total number of pupil-teacher contacts for 13.01.02.
- 13.01.04 a) The following shall be the maximums for class Size:

Category	Category	Gr 9	Gr 10	Gr 11	Gr 12	OAC
i) Advanced	Academic		32	33	33	33
ii) Advanced	Technical*		24	24	24	
iii) General	Academic		25	26	26	
iv) General	Technical*		24	24	24	
v) Basic	Academic	20	20	20	20	
vi) Basic	Technical*	15	15	15	15	
vii) De-streamed	Academic	23				
viii) De-streamed	Technical*	23				
ix) De-streamed	ST/Contest	26				
x) De-streamed	Music	26				
xi) Multi-Grade	Advanced		26	26	26	26
xii) Multi-Grade	Performance**		26	26	26	26
xiii) Multi-Level	Performance**		26	26	26	26
xiv) Co-operative Ed****		18 students (36 credits) per assigned class				

* Technical classes are defined as shop classes conducted in the areas where safety has traditionally been a concern.

** Performance classes are defined as classes in Visual Arts, Dance, Music, Drama and Physical Education

*** 18 students or 36 credits per assigned period whichever is less

Information Technology Management courses are defined as academic or general level courses.

- 13.01.04 b) Any individual class may exceed the maximum class size described above by 10%, with any decimal greater than or equal to 0.6 being rounded up. The 10% excess allowed shall apply only to classes described in Article 13.01.04 a)
- 13.01.04 c) With the exception of the multi-grade or multi-level classes defined in Article 13.01.04 a), the class size of a multi-grade and/or multi-level class shall be 2 less than the lowest class size

allowed for the **constituent** classes as defined in **13.01.04 a)**, provided that each of the constituent levels or grades has at least **3 students**.

Example #4: For a **multi-grade** class composed of a grade **10** general academic course and a grade **10** basic academic course.

Grade **10** general academic course size per Article **13.01.04 a) - 25**

Grade **10** basic academic course size per Article **13.01.04 a) - 20**

Lowest class size - **20**

Maximum class size for this multi-grade class = **20 - 2 = 18**

- 13.01.04 d)** There shall be an on-going Class Size committee comprised of the Superintendent of Program and Schools or designate, and the Bargaining Unit President or designate, who shall be **responsible** for using consensus to decide, together with the Principal and the teacher(s), the class size for any course which appears not to fit within the parameters of Article **13.01.04 a)**. Where possible, this process should take place in the **spring** before the course(s) are scheduled.
- 13.01.05** A bilevel or multigrade class shall be composed of no more than **two (2)** distinct groups unless the teacher of the class and the Bargaining Unit agrees otherwise in Writing.
- 13.01.06** The Board shall endeavor to limit the number of students identified Exceptional, excluding gifted students, integrated into a regular classroom to **five (5)** at any given time. If the number of identified students exceeds **five**, the Board may provide an educational assistant for the class.
- 13.02** The Principal shall endeavor to ensure that the following guidelines related to the number of lesson preparations are not exceeded. For the purpose of article **13.02**, one "preparation" shall mean all the work involved in preparing to teach and evaluate students in a course for which a full credit is offered.
- 13.02.01** Other than at F.J. McElligott, the number of lesson preparations shall be not more than three (**3**) different preparations per semester and not more than a total of six (**6**) different preparations in one school year. The same course taught in **two** semesters shall be counted as **two** preparations.
- 13.02.02** At F.J. McElligott, the number of lesson preparations shall be not more than four (**4**) different preparations per semester and not more than a total of eight (**8**) different preparations in one school year. The same course taught in **two** semesters shall be counted as two preparations,
- 13.03.01** On or before September **30th** of a new school year the Board shall ensure that each of its secondary schools is in compliance with the terms of Articles **13.01.02** and **13.01.04**. Notwithstanding, Principals shall endeavor to comply with articles **13.01.02** and **13.01.04** as soon as possible,
- 13.03.02** In situations where the terms of Article **13.01.02** or **13.01.04** are exceeded and a staffing adjustment is required, an extension of ten school days beyond that mentioned in Article **13.03.01** shall be provided to enable the Board to resolve the overload situations.

- 13.03.03** Within ten school days of the start of the second semester of a school year, the Board shall ensure that each of its secondary schools is in compliance with Articles 13.01.02 and 13.01.04.
- 13.04** By September 30th, and again by the 12th teaching day in February, the Board shall provide the Bargaining Unit with its data on workload and class size for each teacher, including number and category of teaching periods per day, number of student/teacher contacts, number of lesson preparations, and number of students in each class.
- 13.05** Should any or all schools covered by this Agreement institute any timetabling arrangement other than the semestered system now in effect, the teaching conditions and workload of the teachers in the school(s) shall be in principle comparable to those of the teachers under the present system.
- 13.06.01** The maximum length of the school year shall be the minimum number of school days as prescribed by the applicable Education Act Regulation.
- 13.06.02** A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with time to travel between the locations. When traveling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40-minute lunch period.
- 13.06.03** Each teacher shall be entitled each day to an uninterrupted period of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled school day. (This does not prevent teachers from engaging in voluntary extra-curricular activities.)

ARTICLE #14 TEACHER RETENTION PLAN

14.01 Definitions

- 14.01 a) There shall be a working committee consisting of the Superintendent of Program and Schools, the Manager of Human Resources, a Principals' representative, the Bargaining Unit President and one other teacher designated by the Bargaining Unit, established to:
- 1) oversee the active components of the Teacher Retention Plan (article #14)
 - 2) suspend articles of the Teacher Retention Plan (article #14)
- It is understood that the suspended parts of Article #14 will be reactivated if the above mentioned revisions are not agreed to by the parties by March 1, 1999.

The following articles are suspended:

- 14.01 b), c), e), g) including 'Important Dates'; all of article 14.04;
- 14.05 a) to f), j) and k); all of article 14.06: 14.08 is suspended except for 14.08.01 and 14.08.02 as signed off on July 6, 1998 (the new wording is included in article 14.08);
- all of article 14.09

All other articles are active, with changes made to articles 14.05 g) (i) and 14.10 a) and b)

- 14.01 b) Surplus Teacher. Teachers with lower seniority than the staff complement specified for the system in accordance with Article 12 and 14, are declared surplus to the system. Teachers declared surplus to the system are placed on the surplus list in order of seniority.

- 14.01 c) Available for Transfer (AFT): A teacher is Available for Transfer from **his/her present school due** to various school related factors **as** determined in this article. These teachers are placed on the Available for Transfer List.
- 14.01 e) Recall List: A list, **established** on August 31, of surplus teachers, in order of seniority, who may remain on this list for a period of three years for recall purposes.
- 14.01 f) Severance Allowance: An allowance based on seniority with the Board and the teacher's salary **at** the time of accepting the allowance. **Acceptance** of a severance allowance by a teacher means the Board has no further **obligation** to the teacher
- 14.01 g) Supernumerary: A Supernumerary Teacher is one who does not formally belong to a regular teaching staff, but is assigned to teaching duties in the secondary system **as required**.

IMPORTANT DATES

DATE	EVENT	ARTICLE REFERENCE
by Sept. 30	* Seniority list posted in all workplaces	14.03 c)
by Oct. 31	* Teachers report any errors to the Bargaining Unit President and the Superintendent of Corporate Services	14.03 c)
by Nov. 15	* A final revised list is posted in all workplaces	14.03 c)
by Feb. 28	* SAC meets to review Surplus situation	14.04 b)
by Mar. 30	* SAC confirms the number of Surplus teachers	14.04 d)
by Apr. 30	* Surplus teachers are notified in writing	14.04 e)
by May 15	* AFT teachers are declared	14.04 g)
	* available positions are posted in the schools for 3 days	14.04 i)
by June 15	* all AFT teachers shall be placed in a school	14.06 j)
on Aug. 31	* Recall list is established	14.05 f)

14.02 **RELEASE OF TEACHERS**

14.02 Members of the Bargaining Unit shall be released only through

- a) Natural Attrition - (Retirement, Resignation)
- b) Just Cause**
- c) The procedures outlined in this Article.

14.03 **SENIORITY**

14.03 a) In this article "seniority" shall mean:

- (i) the total number of continuous years under contract, as a secondary teacher, with the Board of Education plus all seniority as recognized by its predecessor Boards on December **31, 1997**.
- (ii) Any leave granted by the Board shall count when calculating a teacher's seniority.
- (iii) All part-time teaching as defined in Article **20** shall be equivalent to full-time teaching when calculating a teacher's seniority.

14.03 b) If it becomes necessary to "break ties" because **two** or more teachers have identical service credits according to Article **14.03** (a) then, the teachers shall be considered to have the greatest seniority according to:

- A)** The greatest number of years as an active teaching member of OSSTF, followed by
- B)** The greatest number of years as a teacher with the Board of Education or its predecessor Boards, followed by
- C)** The greatest number of years, including all teaching related experience, with the Near North District School Board or its predecessor Boards, to a maximum of one (**1**) year seniority in any one school year, followed by
- D)** the greatest number of years service as a teacher in the secondary schools in the Province of Ontario, followed by
- E)** the greatest number of years service as a teacher in the secondary schools in the Province of Ontario, plus teaching experience in elementary schools in the Province of Ontario but only from the year of qualification to teach in specialized subject areas, in a secondary schools, followed by
- F)** teaching as in **14.03** (b) E) plus recognized teaching experience outside Ontario, followed by,
- G)** the greatest number of years, including any paid experience, with the Board or its predecessor Boards.

14.03 c) When a tie still exists, the Manager of Human Resources and a representative of the Bargaining Unit shall determine the order of the names of the teachers to be placed on the seniority list. Such determination is to be made by placing in a hat the names of all teachers who are tied. The Manager of Human Resources will draw the names. The first name drawn is to be most senior, and so on, until the names of all persons tied have been drawn.

- 14.03 d)** A seniority list shall be prepared annually by the Manager of Human Resources and posted prior to September 30 in all workplaces. Teachers have until October 31 to report, in Writing, possible errors to the Bargaining Unit President and the Manager of Human Resources. A final revised list shall be sent to the Bargaining Unit president by November 15 and copies shall be posted in all workplaces.
- 14.03 e)** Teachers with more than five (5) years seniority shall have their names listed in alphabetical order at the top of the list indicating that they all have seniority greater than the first teacher in the non-alphabetical part of the list. Teachers who have five (5) years of seniority or less shall be placed on the list in order of decreasing seniority. A copy of the most recent version of the list shall be posted in all workplaces.
- 14.04** STAFF ALLOCATION COMMITTEE (SAC)
- 14.04 a)** There shall be a Staff Allocation Committee comprised of the Superintendent of Corporate Services, the Superintendent of Schools and Program a Principals' representative and teachers designated by the Bargaining Unit, which shall be responsible for seeing that all parties adhere to the policies outlined herein.
- 14.04 b)** The Superintendent of Corporate Services, shall convene a meeting of the Staff Allocation Committee on or before February 28 of each year to confirm the extent of the surplus situation for the following year.
- 14.04 c)** To determine if a surplus situation exists for the following year, in accordance with Article 12.03.02 and 12.03.03, the SAC shall determine the total teaching staff required for the following year. If this figure is less than the number presently on staff, with adjustments for those returning or leaving, then a surplus situation exists.
- 14.04 d)** By March 30, the Staff Allocation Committee shall meet to confirm the number of surplus teachers and to discuss the extent of the AFT situation for the following year.
- 14.04 e)** By April 30, the Superintendent of Corporate Services or designate shall identify, as outlined in Article 14.05 a), and notify in writing those teachers who are surplus to the needs of the system for the following year. The Superintendent of Corporate Services or designate shall furnish the Principals and the Bargaining Unit with copies of the each surplus notice, the surplus list plus an experience and qualifications resume for each surplus teacher.
- 14.04 f)** To determine if a secondary school is in an AFT situation for the following year, the superintendent of Corporate Services or designate, shall determine (using the procedure established in Article 12) the number of teachers required at each secondary school. If the figure is less than the number presently on staff, with adjustments for those returning or leaving, and for those declared surplus on that staff, then an AFT situation exists for that school.
- 14.04 g)** If it is apparent to the Superintendent of Corporate Services that certain school(s) are in an AFT situation for the next school year, then as outlined in Articles 14.06 a) and b), it shall be determined which teachers are to be placed on the AFT list and the list shall be provided to the Principals, the Staff Allocation Committee and the Bargaining Unit. Each teacher to be placed on the Available for Transfer List shall be notified of this in writing, by the Superintendent of Corporate Services by May 15.

14.04 h) The Principals ~~that~~ require additional staff for the following school year because of the loss of teachers through natural attrition, leaves of absence or of teachers who were placed on the Surplus List, shall provide the Staff Allocation Committee with a list of available positions within those schools. A list of such available positions shall be posted in all secondary schools by May 15, and a copy shall be forwarded to the Branch president in each school.

14.04 i) Available positions shall be posted in all secondary schools for a period of 3 days. The posting shall clearly state that the positions are available only to teachers in the secondary panel who are not on the Surplus List.

14.04 j) No external hiring for such vacant positions shall take place as long as any teachers remain on the Available for Transfer List, the Surplus List or the Recall List.

14.05 SURPLUS

14.05 a) (i) A Surplus teacher may be so designated because a surplus situation exists as outlined in Article 14.04 c). These Surplus teachers so designated by seniority as outlined in Article 14.03, shall be placed on the Surplus List.

(ii) No teacher who has been granted a leave of absence for the following year shall be declared surplus in the year immediately preceding that leave.

(iii) No teacher shall be declared surplus for reasons of incompetence.

14.05 b) (i) As vacancies become available in the secondary schools due to resignations, retirements, leaves etc., a corresponding number of teachers are to be taken off the surplus list. The order of recall shall be determined by the order of seniority with the most senior teacher recalled first. Such recall shall occur immediately upon receipt of letters of resignation, retirement etc. The appropriate adjustment to the AFT list shall be made.

(ii) The priorities for filling staff vacancies within the secondary schools shall be:

(A) Secondary transferees due to surplus or AFT situations who desire to return to a suitable position in the former secondary school.

(B) Secondary teachers just declared AFT

(C) Secondary teachers declared surplus.

(D) External hiring.

14.05 c) (i) The Superintendent of Corporate Services may place a surplus teacher to fill a vacancy in a secondary school instead of an AFT teacher as described in Article 14.06 f) (ii), or as a supernumerary teacher, for the following year.

(ii) In such cases, the Superintendent of Corporate Services shall reduce the number of positions in the supply pool by the number of approved supernumerary or AFT teachers who have been placed in the supply pool. In no case shall a teacher on the AFT list be declared surplus because of placement as supply or supernumerary teacher.

- 14.05 d)** If an AFT or surplus teacher accepts a position in another secondary school in the system, and if:
- (i) a position becomes available in the former school before September 1 and subsequent to the transfer, then, the transferee will return to the former school if the transferee so desires.
 - (ii) a position becomes available in the former school on September 1 or thereafter in the first school year following the initial transfer then the transferee has the right to request to be returned to their former school at the earliest possible date but in no case shall the date of return be later than the beginning of the semester subsequent to the date upon which the position becomes available.
 - (iii) another position occurs within the secondary system, then, the transferred teacher shall be able to accept a succeeding position before September 1 of the year in which the transfer occurred.

14.05 e) Articles 14.10 a) and b) shall apply to all teachers declared surplus.

14.05 f) If a teacher cannot be accommodated because there are insufficient available positions by August 31, then, the surplus teachers shall be accommodated by one of the alternatives listed below, subject to Articles 14.05 c) and d), Article 14.06 f) (i) and Article 14.07 b)

- (i) Supernumerary Position
- (ii) Retraining Leave
- (iii) Recall List
- (iv) Severance Allowance

Providing that the total of i) and ii) above does not exceed 5 in any one year, but there shall be no limit placed on iii) above.

14.05 g) (i) On August 31, an unaccommodated Surplus teacher may choose to accept a severance allowance based on seniority with the Board and on the teacher's salary at the time of accepting the allowance, as follows:

Years of Service Severance % of Salary

less than one year	5% of actual money earned
1	5%
2	10%
3	15%
4	20%
5	25%
6	30%
7	35%
8	40%
9 and over	45% maximum

(ii) ...or to be placed on the recall list in order of seniority for a period of 3 years without prejudice to acceptance of Severance pay at a later date. When a teacher is recalled, employment shall be under the same type of contract as the one held when declared surplus and retain all rights held when declared surplus.

- 14.05 h) Acceptance of the **severance allowance means** the Board has no further **obligation** to the teacher.
- 14.05 i) (9) If a teacher on the **recall list** has not **been** recalled by the end of **3 years**, then, **severance allowance** shall be given in accordance with **the provisions** of **Article 14.05 g) (i)**.
- (ii) All vacancies other than those in **Article 14.08 b) (i)** must be posted in all secondary schools and a copy forwarded to the Branch Affiliate and to teachers **on** the **recall list** **at** their last known address at least **10** days prior to the **closing** date for **applications**. If more than one teacher from *the* Recall List applies for a position, the Teacher having the greatest seniority shall **be** hired.
- 14.05 j) Any teacher **declared** surplus and released from employment, in **accordance** with **Article 14** shall be given a letter from the Superintendent of Corporate Services stating the **reasons** for the teacher's release and **reaffirming** that no question of competence was considered.
- 14.05 k) No teacher from the Board's elementary panel shall be considered for a position at the secondary level until all surplus teachers **at** the secondary level have been placed in **a position**.
- 14.06 AVAILABLE FOR TRANSFER (AFT)
- 14.06 a) (i) An Available for Transfer (AFT) teacher may **come** into being in an **individual** secondary school:
- (A) **because** of a drop in total school enrollment in that secondary school; or
- (B) **because** no teacher presently on the staff of that particular school (other than those already on the AFT list) is **currently** qualified or **will** be qualified by **September 1st** for a position that would, if not filled, entail the curtailment or elimination of a **program** in that school; or
- (ii) A teacher who has been placed on the Available For Transfer List and has changed schools will not be placed on the AFT **List** the following year. However, such a teacher may be declared surplus as determined by Article 14.05(a).
- (iii) **No** teacher who has been granted a leave of absence for the following year shall be declared AFT in the year immediately preceding that leave.
- (iv) AFT teachers **so** designated shall be placed on the Available for Transfer List.
- 14.06 b) (i) Teachers shall be declared available for transfer only when they are **surplus** to the needs of an individual secondary school.
- (ii) Principals and Vice-Principals shall not **be** declared AFT, for **purposes** of Article 14.
- (iii) No teacher shall be declared partially AFT for less than the fraction of a full timetable assumed.

- 14.06 c)** Teachers having the least seniority will be placed on the Available for Transfer List except those teachers noted in Article 14.06 (ii) and (iii) and 14.06 b) (ii). In the case of two or more teachers having identical seniority according to Article 14.03 (a), then the method of breaking ties as outlined in Article 14.03 (b) shall be used.
- 14.06 d)** Teachers on the Available for Transfer List shall be placed in the same municipality, if possible. If a teacher on the Available for Transfer List accepts an offer of a suitable position in another municipality, then, the situation shall be treated as an "emergency case" and Article 14.10 a) and b) shall apply.
- 14.06 e)**
- (i) Each teacher on the Available For Transfer List is guaranteed an interview for each position for which they apply.
 - (ii) The Principal shall offer the position to one of the applicants.
- 14.06 f)**
- (i) Vacancies are to be filled from the AFT list. However, on August 31, if an AFT teacher is unable to fill one of the vacancies then that teacher shall be placed in the supply pool for the following year.
 - (ii) The priorities for filling staff vacancies within the secondary schools shall be as outlined in Article 14.05 b) (ii)
- 14.06 g)**
- (i) A teacher on the Available for Transfer List who receives an interview for a position in another secondary school in the Board, must be prepared to accept or reject that position 48 hours after the interview, if the position is offered.
 - (ii) A nondecision by a teacher more than 48 hours after the position is offered will be considered a rejection of the offer.
 - (iii) The teacher not accepted for a position shall be notified within 48 hours that the position has been filled.
- 14.06 h)** If teachers are accepted for any of the positions in Article 14.04 i), a corresponding number of teachers from the AFT list from the school(s) of the successful applicants shall be taken off this list and reassigned to their present staff. This shall be done by removing the teacher with the greatest seniority first.
- 14.06 i)** If an AFT or surplus teacher accepts a position in another secondary school in the system, and if:
- (i) a position becomes available in the former school before September 1 and subsequent to the transfer, then, the transferee will return to the former school if the transferee so desires.
 - (ii) a position becomes available in the former school on September 1 or thereafter in the first school year following the initial transfer then the transferee has the right to request to be returned to their former school at the earliest possible date but in no case shall the date of return be later than the beginning of the semester subsequent to the date upon which the position becomes available.
 - (iii) another position occurs within the secondary system, then, the transferred teacher shall be able to accept a succeeding position before September 1 of the year in which the transfer occurred.

- 14.06 j)** (i) On June 15, any teacher still on the AFT list shall be placed in school or the supply pool.
- (ii) Any teacher who has been declared AFT according to either Article 14.06 a) (i) A) or B) and has been placed in the Supply Pool in accordance with Article 14.06 j) (i), may remain in the Supply Pool for a period of one year. The teacher shall then be assigned to a school and deemed to be exempt from the AFT process as per Article 14.06 a) (ii).

14.06 k) Any AFT teacher placed in the Supply Pool shall be given an assignment by September 30.

14.08 ADMINISTRATIVE TRANSFER

14.08.01 Transfers requested by teachers:

- a) A mutually agreeable transfer may be arranged for any reasons or at any date acceptable to the Board and the teacher concerned.
- b) The Board shall ask and teachers shall submit requests for year-end transfers before March 31.
- c) The teachers shall be informed of the proposed transfer as soon as possible, and no later than May 31.
- d) Upon acceptance of any transfer, teachers shall notify their present Principal within forty-eight (48) hours.

14.08.02 Administrative Transfers

Administrative transfers may be carried out at any time during the school year. If it becomes necessary to transfer a teacher, the Board will endeavor to place the transferee in a position which is mutually Satisfactory to both parties. The following steps shall apply:

- a) Teachers involved in these transfers shall be informed five (5) school days in advance of the transfer.
- b) Should a vacancy occur in the school from which the teacher was transferred, the teacher may request to be returned to that school.

- 14.08 a)** (i) A teacher is at liberty to apply for any available secondary school position within the Board at any time.
- (ii) Any teacher who applies for any other secondary school position in the Board, must be granted an interview if application is made within the dates as outlined in Article 14, or thereafter, if application is made before the position has been filled.

- 14.08 b)** (i) A mutually agreeable transfer may be arranged at any time
- (ii) An AFT teacher shall not be granted a voluntary exchange until that AFT teacher has been placed through the AFT procedure.

14.08 c) (i) Administrative transfers for the purpose of meeting program and staff needs may be made at any time in accordance with Board procedures.

- (ii) Articles 14.10 a) and b) shall apply to any teacher who is administratively transferred.

14.08 d) When a teacher transfers to another school under the provisions of Articles 14.08 a) or c) to fill a position that has been advertised as one year position, then that teacher shall be deemed to be included on the staff of the former school the following April for the purpose of Articles 14.04 and 14.06.

14.09 RETRAINING LEAVE

14.09 a) The Staff Allocation Committee shall determine the suitability of retraining each unaccommodated teacher at the earliest possible date on the basis of the projected needs of the Board, the courses requested by the teacher and the duration of the qualifying period..

14.09 b) When summer courses are available to aid in the re-qualification of an unaccommodated teacher(s) for a position or a projected position, then the tuition for these courses will be paid by the Board.

- 14.09 c)**
- i) Upon recommendation of the Staff Allocation Committee an unaccommodated teacher shall be granted retraining leave for one year without pay to re-qualify for a possible position in the District. The Board's share of the teacher's Employee Benefits and the tuition for the courses shall be paid by the Board.
 - ii) If, during the year of retraining, a suitable teaching position with the Board becomes available, the teacher shall be allowed to assume the position subject to Article 14.05 i) (ii) and the repayment by the teacher of tuition fees paid for by the Board.

14.09 d) Taking into account amounts available from other sources for retraining, a teacher on retraining leave may receive an amount of money from the Sabbatical Leave Fund.

14.09 e) A teacher who receives a retraining leave for one year will be credited with a year's experience for seniority purposes.

14.09 f) Placement of the teacher upon return from retraining leave shall be governed by the provisions of this teacher retention plan.

14.10 ALLOWANCES

- 14.10 a)** (i) The teacher shall receive a mileage allowance for two years as described below:
- North Bay to Mattawa - \$75/month
 - North Bay to Sturgeon Falls - \$50/month
 - North Bay to Almaguin - \$75/month
 - North Bay to Parry Sound - \$150/month
 - Almaguin to Parry Sound - \$75/month

These amounts are for either direction of travel; and a teacher traveling from A to B via C shall receive the sum of the amounts from A to B plus B to C.

If the teacher lives in the same municipality as the new school to which he/she is administratively transferred, then no allowance is paid. If a decision to relocate occurs any time during the first year, 100% of the relocation allowance as described in Article 14.10 b) shall be paid. If a decision to relocate occurs any time during the second year of teaching, 100% of the relocation allowance less any monies paid for travel in the second year shall be paid. At no time shall the teacher receive less than 50% of the actual costs of relocation as eligible under Article 14.10 (b) up to a maximum of \$2641.00.

- (if) The teacher shall receive the allowance **Only if she/he** is actually "out of pocket" (i.e. when car pooling **as** a passenger **or** if the transfer results in no **increase** in distance **traveled**, the allowance will not be paid).

14.1 0 b) The **Board shall** pay, per teacher **or** per family,

- (i) **actual** moving **costs** to a limit of **\$1,321.00**

and

- (ii) actual related expenses (i.e. real estate fee, legal fee, and appraisal fee related to selling a home and legal, survey, registration and land transfer fees and the **cost** of **arranging** a mortgage when purchasing a home) to a limit of **\$3960.00**.

ARTICLE #15 EVALUATION OF TEACHER PERFORMANCE

15.01 The Board shall have a policy on, and procedures for, evaluations. Any such policy shall be developed in **consultation** with the Union. Teachers shall only be evaluated in accordance with these **policy/procedures**.

ARTICLE #16 _____

16.01 The personnel file **respecting** a teacher shall be maintained in **the** Personnel Department of the Board and shall be available and open to the teacher and/or a person authorized in writing to act on the **teacher's** behalf for **inspection** in the presence of a Board personnel department **officer** **at** any reasonable time during the regular working hours of the department.

16.02 The teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher,

16.03.01 If the teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in Article #15, the Board shall, within twenty school days from receipt of a written request by the teacher stating the alleged inaccuracy, either **confirm**, amend or remove the information.

16.03.02 Where the Board amends or removes information **as** outlined in this article, **the** Board shall, at the request of the teacher notify all persons who received a report **based** on the prior information.

16.04 A teacher may place comments on any materials kept on file pertaining to the teacher,

ARTICLE #17 CUMULATIVE SICK LEAVE PLAN

17.01.01 A sick leave credit system is hereby established for every teacher eligible under Article 17.02. The administration of the system shall be vested in the Superintendent of Corporate Services of the Board.

- 17.01.02** The Superintendent of Corporate Services shall have the **power to do** and perform all things necessary for the **conduct** of the **sick leave credit system**, including the power to all or disallow any **sick leave credit** or **deduction** therefrom.
- 17.01.03** The Superintendent of Corporate **Services** shall keep a **record** of the accumulated **credits** and the deductions therefrom.
- 17.02** All teachers shall be covered under this Cumulative Sick Leave Plan.
- 17.03.01** A teacher shall be allowed an allowance of **20** days sick leave when **actively** employed each school year, and shall be credited annually with **100%** of the unused portion of the **20 days**. A fraction of a day, other than one-half, shall be taken to the nearest day. It is understood that active employment includes Board approved secondment to **other** employers and Federation Leave.
- 17.03.02** Where a teacher **commences** employment after September **1st** for the **purpose** of Article **17.03.01**, the sick leave of **20** days shall be **prorated**.
- 17.03.03** Sick leave credits are based on a working year of **10** months.
- 17.04.01** At the commencement of employment, or at the beginning of each **working** year, the teacher's sick leave account shall be credited with the total **current** year's **sick** leave allowance at the stated rate per normal working month. Accumulated sick leave **credits** shall not exceed the following cap:
- (i) Members of the former Nipissing Board who have accumulated more than **250** days as of September **1, 1998** shall have their sick days capped ~~at~~ that value. However, if through usage of sick days the number falls below **250**, that member shall subsequently be capped ~~at~~ **250**.
 - (ii) Members of the former East and West Party Sound Boards shall be capped at **250** days.
 - (iii) Members of the former Nipissing Board who have fewer than **250** days as of Sept **1, 1998** shall be **capped at** **250** days.
 - (iv) When a teacher of another Board, which has established a sick leave credit plan, is hired by this Board, the teacher shall be entitled to have the accumulated sick leave credits remaining in the plan of the previous Board transferred to this Board, but such transfer shall not exceed **250** days.
 - (v) Each teacher shall be given **20** sick leave days every September **1** thereafter, but at the end of the school year, the accumulated number of sick leave days will not exceed the total stipulated in parts (i), (ii), (iii) or (iv) above.
- Example: Teacher A, an employee of the former Nipissing Board, has accumulated **280** sick leave days as of June **30, 1998**. On September **1, 1998** this teacher is granted **20** days for the school year **1998/1999**.

- i) If this teacher uses 6 sick leave days during the 1998/1999 school year (or any number between 0 and 20), he/she will enter the 1999/2000 school year with 280 days and be granted 20 days on September 1, 1999
- ii) If this teacher uses 25 sick leave days during the 1998/1999 school year, he/she will enter the 1999/2000 school year with 275 days and be granted 20 days on September 1, 1999
- iii) If this teacher uses 60 sick leave days during the 1998/1999 school year, he/she will enter the 1999/2000 school year with 240 days and be granted 20 days on September 1, 1999. This teacher will also be capped at 250 days of accumulated sick leave in the same manner as a teacher in the former East or West Parry Sound Boards of Education.

- 17.04.02 By the first regular pay date, each teacher shall receive a statement indicating the accumulated sick leave credits to June 30th of the previous school year.
- 17.04.03 No transfer into the sick leave credit plan shall be made if the teacher receives from the previous Board a service gratuity or other allowance paid in respect of accumulated sick leave.
- 17.05.01 For absence for illness by a teacher, the Board may require the teacher to submit a certificate from a qualified medical or dental practitioner of the Board's choice. The cost of such a certificate shall be paid by the Board.
- 17.05.02 Deductions shall be made from a teacher's sick leave credit for the number of days of absence because of illness. No salary payment or further accumulation of sick leave credits shall be made after the expiration of sick leave credits. Ninety days after the expiration of sick leave credits, no further contribution shall be made by the board toward the cost of employee benefits.
- 17.05.03 Absence due to pregnancy/parental leave is excluded from this plan.
- 17.05.04 If a teacher submits a resignation effective earlier than the last day of the working year, deduction shall be made from the teacher's sick leave credit for the remaining months of the year at the rate of two days per month pro-rated.
- 17.06 Any leave of absence requested by a Teacher for any of the following reasons shall be granted by the Principal and shall be with pay, and without loss of sick leave:
 - 17.06.01 where a teacher is Writing examinations and:
 - i) the examination is written in conjunction with improvement of qualifications or professional standing, and
 - ii) the examination is written during the school day,
 - or
 - iii) the examination is written outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the examination location.

- 17.06.02** where a teacher is attending his/her ~~own~~ graduation exercises or the graduation (grade 8, secondary ~~or post-secondary~~) of his/her ~~spouse~~, son, daughter ~~or~~ parent and;
- i) the exercises occur ~~during~~ the instructional day, or
 - ii) the exercises ~~occur~~ outside the instructional day, but travel ~~time~~ from the instructional day is necessary to reasonably arrive at the graduation location.
- 17.06.03** for absence occasioned by the birth or adoption of a ~~son/daughter~~, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one day;
- 17.06.04** where a Teacher is attending the funeral of a member of the family:
- (i) in the ~~case~~ of immediate family as defined below, a leave of absence without deduction of salary or sick leave credit up to a maximum of five (5) days.
 - (ii) in the case of a member outside the immediate family as defined below or a friend, one (1) day.

Definition - IMMEDIATE FAMILY - Parents, parents-in-law, spouse, children, brothers, sisters, grandparents. However, there may be an exceptional situation for other ~~relatives~~. In the case of such a relative, the employee may be granted leave, subject to approval of the Superintendent of Corporate Services.

- 17.06.05** A teacher shall be allowed leave of absence from duty by reasons of a Summon to serve ~~as~~ a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that he/she receives as a juror or witness.
- 17.07** Each teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the Medical Authorities.
- 17.08** Any leave of absence without pay of 3 days or less requested by a teacher and not covered elsewhere in Article 17 may be granted by the Principal. Leaves of more than 3 days may be recommended by the Principal and may be granted by the Superintendent of Corporate Services and shall be without pay.
- 17.09** Family Illness
- 17.09.01** A leave may be granted, at the discretion of the Superintendent of Corporate Services or designate, without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family shall be defined as son, daughter, spouse, mother or father. It is to be established that every reasonable effort has been made to take care of the situation by other means. Extra time will be allowed wherever overnight travel is necessary.
- 17.10** Under the Workers' Compensation Act, this Board provides protection for its teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative leave sick plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the teacher shall receive only the compensation award.

17.11 Retirement Gratuity

17.11.01 General:

A retiring teacher **who** meets the requirements **described** below **will qualify** for a Retirement Gratuity based on the number of accumulated **sick** leave days and the number of years of service.

The gratuity will be paid July 1 for teachers **who** retire at the end of **the first** semester and January 1 of the following year for teachers who retire June 30. A teacher retiring **at** any other time will be paid their gratuity **within six** months from the date of retirement. A teacher whose **application** to teach for an extended year beyond retirement age **65** years, if **accepted**, shall have the retirement gratuity calculated before beginning the extended year of teaching.

17.11.02 Eligibility and Method of Calculation:

- i) Maximum gratuity shall be one-half of the annual salary rate at the time of retirement.
- ii) The number of years of service, as used in the formula below, shall be those with the Near North District School Board and its predecessor Boards. Years of service are the years of continuous service from the date of last appointment.
- iii) The number of days of accumulated **sick** leave, **as** used in the formula below, shall be restricted to those actually **earned** while in the employ of the Near North District School Board and its predecessor Boards since the date of **last** appointment. At the time of calculation of the gratuity this information will be determined from the records.
- iv) The formula to calculate the amount of the gratuity is **as** follows:

$$G = \frac{Y}{20} \times \frac{N}{200} \times \frac{S}{2}$$

where G = value of **the** gratuity
Y = number of years of continuous service with this Board (maximum of **20**)
N = number of days of cumulative sick leave (maximum **200**)
S = annual salary

- v) To qualify for a gratuity, a teacher must have a minimum of twelve **(12)** years of service with the Board and be **eligible** for a pension.

ARTICLE #18 LEAVES

18.01 Deferred Salary Leave Plan (DSLPL)

18.01.01 The **DSLPL** shall afford teachers the opportunity to take a **one-year** leave of absence, financed through the deferral of salary.

18.01.02 Any teacher who has at least **two** (2) years of service is eligible to participate in the DSLPL.

- 18.01.03** A teacher shall make written application to the **Board** on or before **March 1** of the **school** year prior to that in which the **deferral** leave plan is to commence, **requesting approval for** participation in the **DSLPP**, and specifying the desired salary **deferral**.
- 18.01.04** Written acceptance, denial, or **suggested** modifications of the request, with explanation, shall be **forwarded** to the teacher on or before **May 15** of the school year in which the request is made.
- 18.01.05** The **DSLPP** shall be from four (4) to seven (7) years length including the year of the leave. The leave shall be taken in the last year of the plan.
- 18.01.06** **Payment Formula and Retention of Deferred Salary**
- a) In each year of the **DSLPP** preceding the year of leave, a teacher shall be paid a reduced percentage of salary.
 - b) The remaining percentage of annual salary (maximum **33 1/3 %** of salary) shall be placed in an individual trust account in an investment plan mutually agreeable to the teacher and the Board.
 - c) The interest **earned** annually shall be kept separate from the deferred salary and reported in the year **earned** in accordance with the requirements of Revenue Canada. The teacher shall receive twice-yearly statements showing the total deferred salary plus accumulated interest.
 - d) The deferred salary shall be paid to the teacher in the year of leave, in the same manner as his/her salary would be or in a manner mutually **agreeable** to the teacher and the Board. Interest accrued prior to the leave shall be paid in a lump sum.
 - e) Interest accrued during the year of leave shall be paid to the teacher in the year it is **earned**.
- 18.01.07** Subject to article **18.01.08**, the teacher shall be entitled to the same **benefits**, allowances, vacation, teaching experience **credit** and **seniority** as when not enrolled in the plan.
- 18.01.08** During the period of leave, seniority will continue to **accrue**. Long term disability coverage shall be based on the salary the teacher would have received had there not been a leave. Allowances shall not be paid and sick leave shall not be credited to the teacher's account during the year of leave.
- 18.01.09** **Withdrawal**
- a) A teacher may withdraw from the **DSLPP** anytime up to **March 1** of the **school** year prior to that in which the leave is to be taken.
 - b) Upon withdrawal from the **DSLPP**, the teacher shall be paid the total amount of salary deferred plus interest accrued at the date of withdrawal in a lump sum within 30 days of withdrawal or in a manner mutually satisfactory to the teacher and the Board.
- 18.01.10** On return from the leave, the teacher shall return to the same, or a comparable position, held prior to the leave.
- 18.01.11** Should a member die while participating in the **DSLPP**, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate.

- 18.01.12 The Deferred Salary Leave Plan shall be **subject** to the Regulations under the ~~Income~~ Tax Act,
- 18.02 Leave of Absence Without Pay
- 18.02.01 A leave ~~of absence~~ without pay for an **extended period** of time may be granted by the Board.
- 18.02.02 If a teacher decides not to **return** to the Board following a leave of absence without pay, the Board shall be notified **as soon as possible** of this decision.
- 18.02.03 While a teacher is on a leave of absence, no ~~sick~~ leave time shall accumulate, but when the teacher **returns** to the Board from the leave, the teacher shall be **credited** with the same number of accumulated ~~sick~~ leave days as **were** previously banked before going **on** the leave.
- 18.02.04 Upon **return** from the leave of absence, the Teacher shall be **assigned** to the **position previously held** by the teacher. If the **position** does not exist the teacher will be placed in a comparable position in the system.
- 18.02.05 **Subject** to the ~~restrictions~~ of the plan, a teacher on a **leave** of absence from the Board shall be allowed to prepay the **full cost** of any employee benefits participated in at the commencement of the leave, provided that the prepayment **will** cover the **whole** anticipated **period** of the leave.

ARTICLE #19 PREGNANCY AND PARENTAL LEAVE

- 19.01 This article shall be in accordance with the Employment standards Act - Part XI. Nothing in this Article shall remove from the employee any entitlement under the Act or the **Collective Agreement**.
- 19.02.01 "Pregnancy Leave" means a leave of absence under **subsection 35 (1)** of the **Employment Standards Act**.
- 19.02.02 A pregnant teacher who started employment with the Board at least **13** weeks before the **expected** birth date is entitled to Pregnancy Leave.
- 19.02.03 The teacher may begin pregnancy leave no earlier than **17** weeks before the **expected** birth date.
- 19.02.04 The teacher must give the Board:
- i) *at* least **2** weeks written notice of the date the leave is to begin;
 - ii) a certificate from a legally qualified medical practitioner stating the **expected** birth date.
- 19.02.05 Article **19.02.04** does not apply **when** a teacher stops **working** due to complications caused by pregnancy, or because of a birth, still-birth or miscarriage that happens earlier than the employee was **expected** to give birth. In **such a case** the teacher shall, within **2** weeks of **stopping work**, give the Board:
- i) **written** notice of the date the pregnancy leave began or is to begin;
- and

- ii) a certificate from a legally qualified medical practitioner that,
 - [a] ~~states~~, in the case of a teacher who stops ~~working~~ because of ~~complications caused~~ by her pregnancy, the teacher is ~~unable~~ to perform her duties because of complications ~~caused~~ by her pregnancy and states the ~~expected~~ birth date, or
 - [b] states, in any other ~~case~~, the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

19.02.06 The pregnancy leave ends:

- i) for a teacher who is entitled to take parental leave, seventeen (**17**) weeks after the leave began

or
- ii) for a teacher who is not entitled to take parental leave, the later of the day that is seventeen (**17**) weeks after the leave began or the day that is ~~six~~ (**6**) weeks after the birth, still-birth or miscarriage.

or
- iii) ~~at~~ an earlier day than provided for in (i) or (ii) if the teacher gives the Board at least four weeks (4) written notice of that day.

19.03 Short-term Parental Leave.

- 19.03.01** "Short-term Parental Leave" means leave taken for the purposes of caring for or adopting a child. This leave shall be equivalent to "Parental Leave" as defined in Subsection **36(1)** of the Employment Standards Act, Part XI.
- 19.03.02** A teacher who had been employed by the Board for ~~at~~ least thirteen (**13**) weeks and **who** is the parent of a child is entitled to Short-term Parental Leave following:
 - (i) the birth of a child

or
 - (ii) the coming of the child into the custody, care and control of a parent for the first time.
- 19.03.03** Short-term Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care or control of a parent for the first time with the exception as noted in **19.03.06**.
- 19.03.04** For a teacher who has taken pregnancy leave, Short-term Parental Leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the teacher for the first time.
- 19.03.05** The teacher must give the Board ~~at~~ least ~~two~~ weeks written notice of the date the Short-term Parental Leave is to begin, with the exception as noted in **19.03.06**.

19.03.06 In ~~the event that~~ the child comes into the *custody, can?* and control of the teacher for the first time ~~sooner than expected~~, the Short-term Parental Leave begins on the day the teacher stops working. The teacher must give the Board written notice of the wish to take Short-term Parental Leave within **two** weeks of stopping work.

19.03.07 Short-term Parental Leave ends eighteen (18) **weeks after** it began ~~or~~ on an **earlier** day if the employee gives the employer at least four **weeks** written notice of that day.

19.04 Change of Notice to Begin or End Pregnancy/Short-term Parental Leave.

19.04.01 A teacher who has given notice to begin Pregnancy Leave ~~or~~ Short-term Parental Leave may change the commencement of the leave:

(i) to an earlier date if the employee gives the **Board** at least **two weeks** written notice before the earlier date,

or

(ii) to a later date if the employee gives the employer at least **two weeks** written notice before the date leave was to begin.

19.04.02 A teacher ~~who~~ has given notice to end Leave may change the date of **return to work**:

(i) to an earlier date if the employee gives the employer at least four **weeks written** notice before the earlier date;

or

(ii) to a later date if the teacher gives ~~the~~ Board at least four weeks mitted notice before the date the leave was to end.

19.05 SUB Plan

During a period of Pregnancy Leave, or Short-term Parental Leave involving the adoption of a child who has not attained school age, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

19.05.01 The Board will pay **95%** of the teacher's regular salary for the first ~~two~~ weeks of Pregnancy or Short-term Parental leave.

19.05.02 During this leave, the teacher shall receive **95%** of full pay minus Employment Insurance Pregnancy or Parental benefits for the next 15 weeks in the **case** of Pregnancy Leave and for the next **10 weeks** in the **case** of Short-term Parental Leave. The combined weekly level of Employment Insurance benefits, SUB payments and other **earnings** shall not exceed **95%** of the teacher's **full** salary.

19.05.03 While on maternity/Short-term Parental Leave, the Board shall continue to pay **its** portion of all employee benefits in which the teacher is participating at the commencement of the leave. The Board shall also arrange for the teacher's portion of these benefits unless the teacher **elects**, in writing, not to **do** so.

- 19.05.04** The teacher must apply for Employment Insurance **benefits** before **95%** of salary becomes **payable**.
- 19.05.05** No monies will be paid to a **teacher** who is not entitled to Employment Insurance benefits or who is excluded from said benefits. Monies owing will only be paid once the Board has been **assured** that the teacher has applied for Employment Insurance benefits and **is entitled** to said benefits. The only exceptions are:
- i) serving the Employment Insurance waiting period;
 - ii) Employment Insurance **benefits entitlement** have been exhausted;
 - iii) **insufficient insurable** weeks to qualify for Employment Insurance.
- 19.05.06** Teachers do not have a right to SUB payments except for supplementation of Employment Insurance benefits during the unemployment period **as specified** in the plan.
- 19.05.07** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the **\$SUB** plan.
- 19.06** An employee on **Pregnancy/Short-term Parental Leave** shall continue to be **entitled** to all rights, benefits and privileges which would have been **received** had the employee been **actively** employed.
- 19.07.01** An employee returning from **Pregnancy/Short-term Parental leave** to **active** employment shall be reinstated to the position held prior to the leave, unless the Board offers an **alternate position** acceptable to the employee.
- 19.07.02** Notwithstanding this provision, the employee is subject to Article **14**.
- 19.08** A teacher on **Pregnancy/Short-term Parental Leave** is considered to be under contract to the Board and may not accept employment as a teacher with another Board, either during the leave or **at** its conclusion, unless the Board has accepted his/her resignation.
- 19.09** Extended Parental Leave.
- 19.09.01** Parental Leave may be extended up to two years subject to the approval of the Director of Education.
- 19.09.02** When the duration **specified** for an extended leave is **two** teaching years or less:
- (a) No sick leave time shall accumulate but when the teacher **returns** to the Board from the leave, the teacher shall be credited with the same number of accumulated **sick** leave days that the teacher had before going on leave.
 - (b) Notwithstanding **Article 14**, upon returning from extended Parental Leave, the teacher shall be assigned to the teacher's previous position, or **after** discussion with the teacher a **comparable** position in the system.
 - (c) The teacher on extended parental leave shall accumulate seniority for the period of the leave.

19.09.03 A teacher shall be allowed to prepay the full **cost** of any employee **benefits** participated in at the commencement of **leave**, provided that the **prepayment will cover the whole** anticipated **period of leave**.

ARTICLE #20 **PART-TIME TEACHERS**

- 20.01 A part-time teacher shall mean any teacher assigned less than a full teaching timetable.
- 20.02.01 All teachers may apply to teach part-time in the following school year. The granting of this application is at the sole discretion of the Board. In the event that the Board denies the application, the reason(s) will be provided, in Writing, to the applicant.
- 20.02.02 A request to teach part time must be submitted by April 1st to the Superintendent of Corporate Services. The written submission must state the nature of the request and the intended date of return to full time teaching. Copies of the letter are to be sent to both the Bargaining Unit President and the appropriate Principal.
- 20.02.03 Written acknowledgment of the receipt of the request is to be sent to the applicant by the Superintendent of Corporate Services by April 15th. A copy of the acknowledgment letter is to be sent to both the Bargaining Unit President and the Principal.
- 20.02.04 By April 30th, the Principal shall interview each applicant in order to discuss the applicant's teaching preference and the scheduling of the teaching request.
- 20.02.05 By no later than May 15th, each applicant shall receive written confirmation from the Superintendent of Corporate Services, as to whether or not the request has been accepted. A copy of this letter shall be sent to both the Bargaining Unit President and appropriate Principal.
- 20.03.01 A daily part-time teaching load shall be scheduled over consecutive periods, if at all possible.
- 20.03.02 A part-time teacher may request in writing, a timetable other than described in Article 20.03.01. The Principal shall attempt to arrange a suitable teaching schedule for the teacher. If a mutually agreeable schedule cannot be arranged Article 20.03.01 shall be used.
- 20.04.01 The salary of a part-time teacher shall be prorated in the same proportion as the teacher's timetable is to that of a full-time timetable.
- 20.04.02 Part-time teachers shall be entitled to the employee benefits.
- 20.05 For the purpose of Article 17.03.01, the number of sick leave days granted to a part-time teacher shall be prated in the same proportion as the teacher's timetable is to that of a full-time teacher.
- 20.06 The portion of premium cost for employee benefits to be paid by the Board for a part-time Teacher shall be as follows:

$$\frac{\text{Part-time Salary}}{\text{Full-time Salary}} \times \text{Board share of premium cost for a full-time Teacher's employee benefits}$$

ARTICLE #21

SHARED LEAVE

- 21.01** Shared leave is offered to teachers on a **one-year basis** to create vacancies.
- 21.02** **Eligibility and Prerequisites**
- 21.02.01** Any teacher who is teaching full-time may **participate** in the Shared Leave Plan.
- 21.02.02** A teacher entering into Shared Leave must work not less than fifty (**50**) percent of the school year.
- 21.02.03** The Shared Leave Plan may be on a daily, **cycle**, semester or term **basis**.
- 21.03** **Conditions**
- 21.03.01** Any teacher **satisfying** the requirements of Article **21.02** may be granted a Shared Leave by the Board.
- a) The teacher must send an application (for Shared Leave) **to** the Superintendent of Corporate Services before February 1.
 - b) Upon **receipt** of a letter from the Board certifying that the application has been accepted, the teacher shall have twenty (**20**) school days to make a final commitment to Shared Leave.
- 21.03.02** A Shared Leave **Agreement** is for a one year period. If a **teacher** wishes to continue in Shared Leave, then a new application must **be** made in accordance with the terms of this agreement before April 1.
- 21.04** **Working of the Plan**
- 21.04.01** The grid salary will be pro-rated in **direct** proportion to the percentage **of** time worked.
- 21.04.02** The Board's contribution to the teacher's employee **benefits** will be pro-rated according to the percentage of time worked.
- 21.04.03** A teacher involved in Shared Leave shall accumulate seniority as though the teacher **were** teaching full-time for a complete school year.
- 21.04.04** The Board recognizes that a teacher employed by the Board who teaches less than full-time within the conditions of this Article shall, following the completion of the Shared Leave arrangement, be entitled to return to the teacher's previous full-time position and status.
- 21.05** On return from leave, the teacher shall return to the same or comparable position held prior to the leave.
- 21.06** A teacher who **participates** in a Shared Leave Plan must relinquish his/her position of responsibility during the Shared Leave period.

ARTICLE #22

GRIEVANCE PROCEDURE

22.01 Definitions

22.01.01 A "grievance" shall be defined as any matter arising from ~~the~~ interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.

22.01.02 "Grievor" shall be defined as:

- i) the Bargaining Unit
- ii) the Board.

22.01.03 "Statement of Grievance" shall be in writing and shall include the name of the teacher, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this Agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.

22.01.04 The "Grievance Committee" shall consist of:

- i) 2 trustees of the Board
- ii) 2 members of the Bargaining Unit to be named by the Bargaining Unit;
- iii) 1 member of the Board administrative staff.

22.02 A representative of OSSTF shall be present to assist the teacher at any stage of this grievance and arbitration procedure.

22.03.01 If a teacher, with the concurrence of the Bargaining Unit, wishes to initiate a complaint the procedure will start at Step I. If the grievor is the Bargaining Unit, the procedure may begin at Step I or Step II (i). If the grievor is the Board, the procedure will begin at Step II (i).

22.03.02 Step I (i) The teacher and the Bargaining Unit representative will discuss the complaint with the appropriate Principal.

Step I (ii) The Principal shall attempt to resolve the matter informally within 5 school days of the initial discussion. The Principal shall answer the complaint in writing.

Step I (iii) If the reply of the Principal is not acceptable to the Bargaining Unit, the Bargaining Unit may, within ten (10) school days, refer the complaint to the Superintendent of Corporate Services.

22.03.03 Step II (i) The Superintendent of Corporate Services shall attempt to resolve the grievance within 10 school days of referral. Failing settlement within the 10 school days mentioned, the Superintendent of Corporate Services shall immediately advise the grievor to prepare a Statement of Grievance.

Step II (ii) Within 10 school days of this advice the grievor shall send copies of the Statement of Grievance to the Superintendent of Corporate Services and the Bargaining Unit.

22.03.04 Step III (i) The Grievance Committee shall meet within 20 school days of the receipt of the Statement of Grievance by the Superintendent of Corporate Services. The committee shall review the dispute and attempt to resolve the grievance.

- Step III (i) If the Grievance Committee is unable to reach a decision within 5 school days of its initial meeting it shall declare an impasse.
- 22.03.05** Step IV (i) After declaring an impasse, the Grievance Committee shall remain constituted. The grievor, within 10 school days of the declaration of the impasse, shall give written notice of intention to submit the grievance to binding arbitration to the Superintendent of Corporate Services. The latter shall convene the Committee within 10 school days of receipt of notice to submit to arbitration.
- Step IV (ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within 10 school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.
- Step IV (iii) The decision of the arbitrator shall be binding on all parties.
- 22.03.06** The cost of the arbitrator under Article 22.03.05 shall be shared equally by the Board and the Bargaining Unit.
- 22.03.07** Time limits established in this article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used as precedent in other grievances. Failure of a grievor to adhere to the time limits (as stated or extended by agreement) shall be deemed to be an abandonment of the grievance.
- 22.03.08** Failure of the Principal, the Supervisory Officer, or the Grievance Committee to adhere to the time limits shall be deemed to be failure of settlement, and the grievor may proceed to the next step in the grievance procedure.
- 22.04** A grievance in which the Board is the grievor may be referred directly to the Grievance Committee under Step III provided such reference is made within 20 school days of the occurrence giving rise to the complaint by the Board. Any such reference shall be preceded by discussion between representatives of the Board and Bargaining Unit. Notice for such discussion shall be given to the Bargaining Unit 10 school days prior to the meeting of the Grievance Committee.
- 22.05** Grievance Mediation
- 22.05.01** At any stage in the grievance procedure, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- 22.05.02** The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- 22.06.01** Parties have the right to be protected from repetitious grievances which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.

22.06.02 No action of any kind shall be taken **against any person** *because of participation in the grievance or arbitration procedures* under this Agreement. The fact that a **grievance** is raised by a member of the Bargaining Unit, regardless of the **ultimate disposition**, shall **not be recorded** in the teacher's file, or in any **file or record utilized** in the promotion process. Such fact shall **not be** used in any **recommendation for transfer**.

ARTICLE #23 JUST CAUSE

23.01 A teacher under **contract** shall not be disciplined, dismissed, **demoted**, or **suspended** without **just and sufficient cause**. The parties recognize the lesser standard (basic **procedural fairness**) for **probationary** teachers.

ARTICLE #24 PROBATIONARY PERIOD

24.01 A newly-hired teacher shall **serve** a probationary period of not more than one **(1)** year.

ARTICLE #25 TERMINATION OF EMPLOYMENT

25.01 The Board or a teacher shall provide written notice by **December 31** of the intention to terminate employment **effective January 31** (end of Semester **1**), and by **May 31** of the intention to terminate employment **effective June 30** or **August 31**.

25.02 Nothing herein prevents an employee and the Board from mutually agreeing to the teacher's resignation **at** any time.

ARTICLE #26 CONTINUING EDUCATION AND SUMMER SCHOOL TEACHERS

26.01 The salary per hour for continuing education and summer school teachers in **credit programs** shall be **\$30.00**.

ARTICLE #27 ACTING ADMINISTRATIVE POSITIONS - TERMS AND CONDITIONS

27.01 Teachers may be temporarily appointed to the position of **principal** or vice-principal for a period of up to one (1) year and shall have the right to return to the Bargaining Unit during that period with the seniority gained as a teacher with the Board prior to the appointment.

27.02 The teacher will continue to be **subject** to all terms and conditions of the **collective** agreement.

27.03 Nothing in this article prevents the teacher from resuming the teacher's Bargaining Unit duties **subject to forty-eight (48) hours written notice to the appropriate supervisor (Principal/Superintendent)**.

27.04 A teacher may temporarily substitute **for an absent Principal/Vice Principal**. The teacher shall be paid a daily rate of the **Principal/Vice Principal** salary scale **starting on the third consecutive day**.

ARTICLE #28

PROFESSIONAL DEVELOPMENT

- 28.01 It is the Board's belief that Teacher Professional Development should be linked to MET initiatives, Board initiatives and projects and school program initiatives.
- 28.02 It is the Board's intention to set aside a sum of money from the Professional Development envelope to address system school and individual needs.
- 28.03 With the Secondary School System Professional Development committee, funds will be allocated as noted in 28.02 based on a criteria to be set by the Professional Development Committee.

ARTICLE #29

SIGNATURES

In witness hereof

The memorandum of agreement made in triplicate


The < > day of < >, 19< >

between the Near North District School Board and

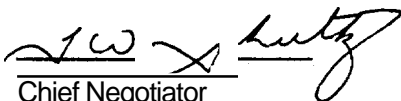
The Ontario Secondary School Teachers' Federation, District 4

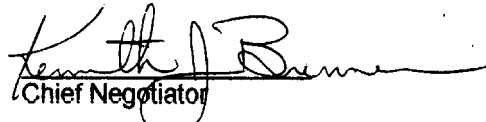
THE NEAR NORTH DISTRICT SCHOOL BOARD


O.S.S.T.F. DISTRICT 4

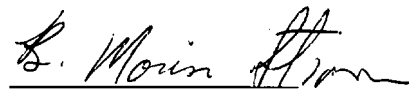

Chairperson of the Board


Bargaining Unit President


Chief Negotiator


Chief Negotiator


Board Secretary


Teachers' Secretary