

Collective Agreement
 and
Letters of Understanding and Memorandums of Settlement
 between
The Ontario Secondary School Teachers' Federation
 and
The Near North District School Board

September ■ 2000

to

August 31, 2002

<i>Received - union</i>	<input checked="" type="checkbox"/>
<i>Received - employer</i>	<input checked="" type="checkbox"/>
<i>Received - other</i> _____	

OFFICE OF
 JUN 19 2001
 COLLECTIVE BARGAINING
 INFORMATION

0226

FILE No. 801 -		
CERT. FILE		
CERT. DATE		
MALE EMPS		
F'MLE EMPS		
TOTAL EMPS 810 310 empl's.		
EFF. DATE 01 Sep -00		
EXP. DATE 31-Aug-02		
CODING CONTROL	DATE	CODER
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LETTER OF AGREEMENT
BETWEEN
THE NEAR NORTH DISTRICT SCHOOL BOARD
AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 4

This Letter of Agreement is subject to ratification by the Trustees of the Near North District School Board and the members the Ontario Secondary School Teachers' Federation, District 4.

1. All items agreed to as of February 2, 2001 at 10:00am including the attached except for articles on salary for 2001-2001, shall be in effect until August 31, 2002.
2. The terms of this Letter of Agreement are grievable and arbitrable.
3. The salary for 2001-2002 is subject to negotiations. The parties, therefore, reserve the right to strike/lockout provisions under the Ontario Labour Relations Act after August 31, 2001 if no agreement is reached regarding salary for 2001-2002.
4. The parties agree to negotiate, in good faith, the salary provisions for 2001-2002.
5. This Letter will remain in effect until August 31, 2002 or until the collective agreement is finalized.

For the Board: _____

For OSSTF: _____

Dated at, _____ this _____ day of _____, 2001.

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, 2000

to

August 31, 2002

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 Business 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, 2000 and shall continue in force up to and including August 31, 2002 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within 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.
 - 7.02.03 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, one year of related experience will be recognized for one year of 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.

7.06 New Teachers

7.06.01 The Board shall provide, prior to September 1, for new hires commencing on the first day of any school year and prior to the first day of work for new hires commencing after September 1 a package of materials to be determined by the Board in consultation with OSSTF.

7.06.02 The Board shall provide to the President of the bargaining unit a list of all new hires and their work location within ten (10) school days of the new hire.

ARTICLE #8 SALARY

8.01 All years of teaching experience shall be recognized for the purpose of category placement. Teachers shall be paid according to the following salary grids. Each pay will be calculated using the grid in effect on the pay date.

Effective September 1, 2000

<u>Years of Teaching</u>	<u>A1-1</u>	<u>A2-2</u>	<u>A3-3</u>	<u>A4-4</u>
0	32,272	33,506	36,829	38,432
1	33,985	35,375	39,030	40,814
2	35,700	37,244	41,232	43,196
3	37,414	39,113	43,435	45,579
4	39,127	40,982	45,636	47,961
5	40,842	42,851	47,838	50,343
6	42,555	44,720	50,039	52,726
7	44,269	46,589	52,241	55,109
8	45,984	48,458	54,444	57,490
9	47,697	50,327	56,645	59,837
10	49,411	52,195	58,847	62,256
11	51,125	54,065	61,048	64,637
12	52,839	55,934	63,250	67,020

Effective March 1, 2001

<u>Years of Teaching</u>	<u>A1-1</u>	<u>A2-2</u>	<u>A3-3</u>	<u>A4-4</u>
0	32,675	33,925	37,290	38,912
1	34,410	35,817	39,518	41,324
2	36,146	37,710	41,748	43,736
3	37,881	39,602	43,978	46,148
4	39,616	41,494	46,206	48,561
5	41,352	43,387	48,436	50,972
6	43,087	45,279	50,665	53,385
7	44,822	47,171	52,894	55,797
8	46,558	49,064	55,124	58,209
9	48,293	50,956	57,353	60,621
10	50,028	52,848	59,582	63,034
11	51,765	54,741	61,811	65,445
12	53,500	56,633	64,041	67,858

Effective May 1, 2001

<u>Years of Teaching</u>	<u>A1-1</u>	<u>A2-2</u>	<u>A3-3</u>	
0	33,084	34,349	37,756	39,398
1	34,840	36,265	40,012	41,841
2	36,598	38,181	42,270	44,283
3	38,355	40,097	44,527	46,725
4	40,111	42,013	46,784	49,168
5	41,869	43,929	49,041	51,610
6	43,626	45,845	51,298	54,052
7	45,383	47,760	53,556	56,495
8	47,140	49,677	55,813	58,936
9	48,897	51,593	58,070	61,379
10	50,654	53,508	60,327	63,822
11	52,412	55,425	62,584	66,263
12	54,168	57,341	64,841	68,706

- 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 Ecole 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.

8.05 Coordinators shall be paid Category ~~A4-4~~ maximum plus an allowance of \$5,608.00.

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 31	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.

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 released 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.
- 10.05.04 The name of the persons named pursuant to Article 10.05.01 shall be forwarded to the Director of Education by June 30.
- 10.05.05 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.
- 10.06 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
 - a) There shall be a Long Term Disability Plan selected by and fully paid for by the teachers. The Board agrees to cooperate with the enrolment, the deduction and remittance of premiums, the provision of available necessary data to the insurer and the continuation of assisting teachers in the administration of claims as has been established through past practice. The Union is responsible for selecting the carrier and for the resolution of any disputes between the teacher and the carrier regarding the eligibility of the claim.
 - b) For all other employee benefits, the Board shall pay 100% for the existing plans subject to c) and h) below.
 - c) As a condition of employment, all teachers newly employed by the Board shall be enrolled in the prevailing employee benefit plan including LTD.
 - d) The Board agrees, to deduct at source, any required premium payments incurred by the teachers.
 - e) The Board shall administer the employee benefits plans outlined herein.
 - f) The Board shall provide, to each member, an employee booklet describing the benefits available to all members of the Bargaining Unit.
 - g) The Bargaining Unit shall be supplied with a copy of updated master contracts between the Board and the insuring companies.
 - h) For the 2000-2001 school year, the total amount allocated by the Board to Cover the cost of extended health care, dental plan and life insurance benefit plans shall be set at \$2000.00 per employee.

For the 2001-2002 school year, the total amount allocated by the Board to cover the cost of extended health care, dental plan and life insurance benefit plans shall be set at \$2200.00 per employee.

- i) The amount of the employee's share of the refundable Employment Insurance Rebate shall be refunded and in turn submitted to the Bargaining Unit by December 15th each year.
- j) The allocations referred to in articles 11.01 h) represent the maximum contribution per full-time Secondary Teacher required by the Near North District School Board, and any additional costs for these employee benefit plans or for the group life insurance plan shall be the responsibility of the members of OSSTF, Teachers' Bargaining Unit, and as such, shall be deducted from the teachers on a regular basis, as determined by the Board.

ARTICLE #12 POSTING OF VACANCIES

12.01 Definition of V ———

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

- 12.01.01 A teacher is at liberty to apply for any available secondary school position within the Board at any time, if suitably qualified.
- 2.02 Any vacancy resulting from transfer, death, resignation, secondment, leaves, creation of a new position, or any other reason, shall be posted internally.
- 2.02.01 Internal posting shall be in all educational workplaces within the jurisdiction of the Board
- 2.02.02 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 seven (7) 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

Individual Teacher Workload and Class Size.

- 13.01.01 a) "Basic", "General" and "Advanced" shall have the same meaning as defined in the.. Circular Ontario Schools: Intermediate and Senior Divisions, (1989).
 - 1 Courses described as "Applied", "Academic", "Open", "University", "University/College", "College" and "Workplace" shall have the same meaning as defined in the circular Ontario Secondary Schools (OSS 1999). Locally developed courses ("Essential" and "Practical") shall be those approved by the Ministry of Education
- 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 University Level Science class, one Grade 9 Remedial Mathematics class and one General Level Grade 12 Technical Class has as a maximum number of Pupil Teacher contacts:

$$33 + 18 + 24 = 75 \text{ PTCs}$$

Example #2: A teacher with 2 periods and having one Grade 11 University/College Level Academic class and one Grade 9 Applied Mathematics class has as a maximum number of Pupil Teacher contacts:

$$(a) \quad 30 + 24 = 54 \text{ PTCs}$$

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 a) and 13.01.04 b).

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

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

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 for classes defined in 13.01.01 a):

Category	Category	Gr 11	Gr 12	OAC
Advanced	Academic	33	33	33
Advanced	Technical*	24	24	
General	Academic	26	26	
General	Technical*	24	24	
Basic	Academic	20	20	
Basic	Technical*	15	15	
Multi-Grade	Advanced	26	26	26
Multi-Grade	Performance**	26	26	26
Multi-Level	Performance**	26	26	26
Music (Multi-Grade or Multi-Level)		30	30	30

* Technical classes are defined as shop classes conducted in the areas where safety has

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

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

13.01.04 b) The following shall be the maximums for class size for classes defined in 13.01.01 b):

Category	Grade 9	Grade 10	Grade 11	Grade 12
Enriched	30	30		
Academic	28	30		
Applied	24	25		
Remedial/Applied	18	18		
Open	24	25	28	28
Physical Education	30	30	30	30
Music (including multigrade/multilevel)	30	30	30	30
Essential and Practical	18	18		
Essential and Practical Technical	15	15	15	15
Technical	20	22	24	24
University			33	33
University/College			30	30
College			26	26
Workplace			20	20
Multi-grade Performance	26	26	26	26
Multi-Level Performance	26	26	26	26

- The classes designated as enriched for this purpose would be limited to: ST-21 classes at WFSS, Enriched English at PSHS, Enriched English, Mathematics and Science at AHSS, Enriched English and Mathematics at WSS and Contest Classes in Mathematics and Electronics Mathematics at CSS.

c)

- i) Co-operative Education classes shall have an average maximum of 18 students, or 36 credits per assigned period whichever is less.

Example #1: A teacher assigned 1.5 periods of Co-operative Education shall have a maximum assignment of $1.5 \times 18 = 27$ students or $1.5 \times 36 = 54$ credits.

Example #2: A teacher assigned 3 periods of Co-operative Education shall have a maximum assignment of $3 \times 18 = 54$ students or $3 \times 36 = 108$ credits

- ii) The minimum assignment for a teacher in Co-operative Education, with the exceptions noted in 13.01.01 c) iii), shall be 1.5 periods. A teacher assigned 1.5

or 2 periods of Co-operative Education during a semester shall be assigned this time as consecutive periods in the either the morning or afternoon of a regularly scheduled day. A teacher assigned 3 or 3.5 periods in a semester shall not have other teaching periods assigned during that semester.

- iii) Teachers at F. J. McElligott High School may be assigned a single section of Co-operative Education. Single sections may also be assigned where the students in the assigned class are earning one credit in the course.
- d) In cases where new students arrive in the school after timetabling has been completed or where students need to change levels after the start of class, 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) and 13.01.04 b) In the event that the principal of a school feels that it is necessary to exceed the maximum class size by up to 10% prior to completing timetabling, they shall make a submission to the Secondary Staffing Committee as defined in Article 30.07 This committee, working by consensus, will decide to either allow or disallow the request to use the 10% flex factor. If the committee, or its designates, cannot reach consensus, the Superintendent of Program and Schools shall make the decision.
- e) With the exception of the multi-grade or multi-level classes defined in Article 13.01.04 a) and 13.01.04 b), 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) and 13.01.04 b), 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 12 general academic course and a grade 12 basic academic course.

- Grade 12 general academic course size per Article 13.01.04 a) - 26
- a. Grade 12 basic academic course size per Article 13.01.04 a) - 20
- b. Lowest class size - 20
- ii) Maximum class size for this multi-grade class = $20 - 2 = 18$

- f) The Staff Allocation Committee as defined in Article 14.01.01 shall be responsible for using consensus to decide the class size for any course which appears not to fit within the parameters of Article 13.01.04 a) and 13.01.04(b). Where possible, this process should take place in the spring before the course(s) are scheduled.

13.01.05 A bi-level or multi-grade 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 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 and/or teaching duties. Lunch shall begin no earlier than 10:45 am and end no later than 1:15 pm. (This does not prevent teachers from engaging, on a voluntary basis, in extra-curricular activities.)
- 13.07 Positions of Added Responsibility “(PAR)”
- 13.07.01 Regardless of the PAR model in any school, in event that there is a vacancy in a position of added responsibility, no teacher will be assigned any duty normally carried out by the teacher who has vacated the position.

- 13.07.02 For 2000-2001, school staffs, in consultation with the Principal, will determine the number and kind of PARs based on school needs. The total cost shall not exceed what has been assigned to the school, and the combined cost of all PARs in the Board shall not exceed the revenues generated in the Department Head line of the Provincial Funding Formula.
- 13.07.03 Both parties agree to form a PAR Committee which shall make recommendations to their respective negotiating teams no later than April 1, 2001 with the intent of restructuring the PAR model for 2001-2002.
- 13.08 Assigned Time and Preparation Time
- 13.08.01 Each full-time classroom teacher shall be assigned a maximum of 1250 minutes of instruction credit equivalent courses plus 0.17 TAP and/or remedial courses as defined in the Education Act and Regulations for each five (5) instructional days on average during the school year made up of 6.5 credit and/or thereunder.
- 13.08.02 In a semestered school, no classroom teacher shall be assigned more than 3.5 of the 6.5 credit and/or credit equivalent courses per semester.
- 13.08.03 Effective September 1, 2000, in addition to the assigned duties referenced in Articles 13.08.01 and 13.08.02, a full-time teacher may be assigned scheduled duties to a maximum of twenty (20) one-half (1/2) periods or equivalent per year. In addition, a full-time teacher may be assigned ten (10) one-half period emergency on-calls. Emergency shall be defined as any unforeseen circumstance that occurs not earlier than thirty (30) minutes prior to the start of the teacher's school day. The unavailability of occasional teachers shall not constitute an emergency. When teaching 3.5 classes or more, no scheduled duties or on-calls shall be assigned. These assignments shall be pro-rated for part-time teachers as per Article 20.07.01.
- 13.08.04 Effective September 1, 2001, in addition to the assigned duties referenced in Articles 13.08.01 and 13.08.02, a full-time teacher may be assigned scheduled duties to a maximum of twenty (20) one-half (1/2) periods or equivalent per year. In addition, a full-time teacher may be assigned five (5) one-half period emergency on-calls. Emergency shall be defined as any unforeseen circumstance that occurs not earlier than thirty (30) minutes prior to the start of the teacher's school day. The unavailability of occasional teachers shall not constitute an emergency. When teaching 3.5 classes or more, no scheduled duties or on-calls shall be assigned. These assignments shall be pro-rated for part-time teachers as per Article 20.07.01.
- 13.08.05 The workload and salary for part-time teachers will be pro-rated as per Article 20.07.01
- 13.08.06 Unassigned time shall be available to the teacher for preparation and marking.
- 13.08.07 Principals will make every effort to assign on an equal basis the working conditions described above.
- 13.08.08 In instances where two teachers are sharing the same classroom and one of the teachers is absent, the remaining teacher shall be credited with two scheduled duties provided that, no occasional teacher is available to replace the absent teacher.
- 13.08.09 No teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel time between periods and/or breaks.

- 13.08.10 During a legal strike undertaken by members of another bargaining unit against the Board, no teacher shall be required to perform duties beyond the scope of his/her regular duties.
- 13.08.11 Teachers who agree with a request from the Board to work beyond the designated school year shall receive compensation.
- 13.08.12 The Board recognizes that teacher participation in extra-curricular activities is voluntary.

ARTICLE #14 TEACHER RETENTION PLAN

14.01 Definitions

- 14.01.01 Staff Allocation Committee: The Staff Allocation Committee is comprised of the Superintendent of Schools and Program, Principals' representative(s) and teachers designated by the Bargaining Unit.
- 14.01.02 Surplus Teacher: Teachers with lower seniority than the staff complement specified for the system in accordance with this Collective Agreement and relevant legislation, are declared surplus to the system. Teachers declared surplus to the system are placed on the surplus list in order of seniority.
- 14.01.03 Available for Transfer (AFT): A teacher is Available for Transfer from his/her present school due to various school related factors as determined in Article 14.06. These teachers are placed on the Available for Transfer List.
- 14.01.04 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 two years for recall purposes.
- 14.01.05 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

14.02 Release of Teachers

14.02.01 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

14.03.01 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.

- 14.03.02 If it becomes necessary to "break ties" because two or more teachers have identical service credits according to Article 14.03.01 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 14.03.02 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.
- 14.03.03 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.
- 14.03.04 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 December 31 to report, in writing, possible errors to the Bargaining Unit President and the Manager of Human Resources. A revised list shall be sent to the Bargaining Unit president by February 15 and copies shall be posted in all workplaces. Further changes to the list as a result of new teachers being hired or additional revisions will be updated on a regular basis thereafter, and used for the purpose of formation of surplus or AFT lists in accordance with other subsections of this article.
- 14.03.05 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)
- 14.04.01 i) There shall be a Staff Allocation Committee comprised of the Superintendent of Schools and Program, Principals' representative(s) and teachers designated by the Bargaining Unit.
- ii) The Staff Allocation Committee shall monitor the staffing requirements of the secondary system in accordance with the Education Act and the Regulations thereunder, to allocate the system's staffing referenced in articles 30.01 through 30.05.01 to each secondary school and to monitor the workload provisions of the Collective Agreement.
- iii) The Staff Allocation Committee shall publish and distribute its calculations to all In-School Staffing Committees as defined in Article 30.08 and shall meet with one or all of them, if necessary, to review each school's share of the system's secondary staff. The Committee shall review the distribution of staff to schools on a regular basis to be determined by the Committee.
- 14.04.02 The Superintendent of Program and Schools shall convene a meeting of the Staff Allocation Committee on or before March 15 of each year to discuss the extent of the surplus situation for the following year.
- 14.04.03 To determine if a surplus situation exists for the following year, the Board shall determine the total teaching staff required for the following year in accordance with projected enrollments and the requirements of this Collective Agreement and relevant legislation. If this figure is less than the number presently on staff, with adjustments for those returning or leaving, then a surplus situation exists.
- 14.04.04 On March 31, the board shall declare the number of surplus teachers, if any, and shall notify the Bargaining Unit President of this number in writing.
- 14.04.05 If on March 31, there are no teachers to be declared surplus, the board may hire sufficient teachers to fill the vacancies which will be available based on projected enrolment, teachers returning and going on leave and natural attrition. In no case shall the number of teachers hired to fill these vacancies result in a surplus situation. These vacancies shall be posted internally for a period of at least three (3) school days prior to external posting. The process to be followed for declaration and placement of AFT teachers shall then proceed in the manner outlined herein. Any teachers so hired will be placed after the AFT process outlined in this article has been completed.
- 14.04.06 **All** teachers declared surplus shall **be** notified in writing by April 30, with copies of this notification provided to the Bargaining Unit President and the principal(s) involved.
- 14.04.07 To determine if a secondary school is in an AFT situation for the following year, the Superintendent of Program and Schools or designate, shall determine (using Article 13 and relevant legislation) 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.
- 14.04.08 If it is apparent to the Superintendent of Program and Schools that certain school(s) are in an **AFT** situation for the next school year, then as outlined in Articles 14.06.01 and 14.06.02, 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 Program and Schools by April 30.

14.04.09 Teachers returning from leaves of absence shall be placed in schools in accordance with Article 18. 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.

14.04.10 Available positions shall be posted in all secondary schools for a period of three (3) days after May 15 and again after May 31. The posting shall clearly state that the positions are available only to teachers in the secondary panel who are not on the AFT or Surplus Lists for the May 15 posting and for all teachers who are not on the Surplus list for the May 31 posting (see article 14.06.04).

14.04.11 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 except as specified by Article 14.04.05.

14.05 Surplus

14.05.01 (i) A Surplus teacher may be so designated because a surplus situation exists as outlined in Article 14.04.03. These Surplus teachers so designated by seniority as outlined in Article 14.03, shall be placed on the Surplus List.

(ii) Any teacher who has been granted a leave of absence for the following year and has been declared surplus in the year immediately preceding that leave, shall have that leave granted when he/she has been recalled.

(iii) After June 30, teachers are recalled to a secondary school on the basis of seniority, with teachers on the surplus list with the most seniority being recalled first. If possible, the teacher recalled will be assigned to the school in which the vacancy occurred. If this cannot be accomplished because the teacher lacks suitable qualifications or simple timetable changes cannot accommodate the recall at that school, the Superintendent of Program and Schools will make the necessary administrative changes staff changes to facilitate the recall of that teacher.

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

14.05.02 (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 and the appropriate adjustment to the AFT list shall be made. This adjustment of the surplus and/or AFT list shall be made on the 15th and 30th of each month from April 15 to June 30. Teachers with the most seniority are recalled first with any necessary adjustments made to the AFT list.

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

a) Secondary administrative transfers arising from 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.

14.05.03 Articles 14.10.01 and 14.10.02 shall apply to all teachers declared surplus.

14.05.04 If a teacher cannot be accommodated because there are insufficient available positions by August 31 and that teacher has not accepted an alternate teaching position, then, the surplus teachers shall be accommodated by one of the alternatives listed below,

- (i) Recall List
- (ii) Severance Allowance

i. On August 31, an unaccommodated Surplus teacher may choose to:

- (i) 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:

<u>Years of Service</u>	<u>Severance % of Salary</u>
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

or

- (ii) To be placed on the recall list in order of seniority for a period of 2 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.

14.05.06 Acceptance of the severance allowance means the Board has no further obligation to the teacher.

14.05.07 (i) If a teacher on the recall list has not been recalled by the end of 2 years, then, severance allowance shall be given in accordance with the provisions of Article 14.05.05 (i).

- (ii) All vacancies other than those in Article 14.08.01 and 14.08.02 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.

- 14.05.08 Any teacher declared surplus and released from employment, in accordance with Article 14 shall be given a letter from the Manager of Human Resources stating the reasons for the teacher's release and reaffirming that no question of competence was considered.
- 14.05.09 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)
- 14.06.01 (i) An Available for Transfer (AFT) teacher may come into being in an individual secondary school because of a drop in total school enrollment in that secondary school without sufficient resignations, retirements or leaves to make up for this enrolment drop.
- (ii) The number of teachers declared AFT at any one school shall be:
- a) the number required to balance the staff requirements at that school for the following September because of the enrolment drop, which may necessitate the use of subsection B) stated below:
- b) however, if no teacher presently on the staff of the 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, then the teacher is not declared AFT and instead, the next teacher with the lowest seniority on the list is so declared. It is possible that more than one teacher will have to be passed over in this manner to arrive at the final AFT list for that school.
- (iii) Any AFT teacher who has applied for a leave of absence for the following year, may be granted that leave in the manner described in Article 18.02. The number of AFT teachers would be reduced by the number who are granted a leave of absence and the corresponding adjustment would be made to the surplus list as outlined in Article 14.05.02.
- (iv) AFT teachers so designated shall be placed on the Available for Transfer List.
- (v) The number of teachers on the Available for Transfer List would be the same as the number of vacancies available in the schools.
- 14.06.02 Teachers having the least seniority will be placed on the Available for Transfer List except those teachers noted in Article 14.06.01 (ii) b) above. In the case of two or more teachers having identical seniority according to Article 14.03.01, then the method of breaking ties as outlined in Article 14.03.02 shall be used.
- 14.06.03 If teachers are accepted for any of the positions following the May 15 posting as described in Article 14.04.10, 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.
- 14.06.04 (i) Available positions shall be posted in all secondary schools for a period of three (3) days

after May 31. The posting shall state that the positions are available to teachers in the secondary panel who are not on Surplus Lists.

(ii) Each teacher on the Available For Transfer List is guaranteed an interview for each position for which they apply.

(iii) The Principal shall offer the position to one of the applicants who is suitably qualified.

14.06.05 By June 30, the Superintendent of Program and Schools shall place any unaccommodated AFT teacher in a school, using an administrative transfer if required. 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 or is placed in a position in another municipality, then Article 14.10.01 and 14.10.02 shall apply.

14.06.06 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 may be returned to the former school.

(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 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 apply for and accept another position before September 1 of the year in which the transfer occurred.

14.07 Teacher Requested Transfers and Exchanges

14.07.01 A mutually agreeable transfer may be arranged for any reasons or at any date acceptable to the Board and the teacher concerned, provided that the principals involved are agreeable. The Board shall facilitate this process during the month of March by providing forms for this purpose.

14.07.02 The Board shall ask and teachers shall submit requests for year-end transfers before March 31. These transfer requests may be conditional (specifying the municipality and/or the school desired) or may be unconditional. Conditional transfers must meet with the stipulated conditions indicated by the teacher or the transfer can be declined.

14.07.03 The teachers shall be informed of the proposed transfer as soon as possible, and no later than May 15.

14.07.04 Any teacher declared surplus or AFT will not be considered for a transfer or exchange until that teacher has been recalled or removed from the AFT list.

14.08 Administrative Transfers

14.08.01 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.

14.08.02 Articles 14.10.01 and 14.10.02 shall apply to any teacher who is administratively transferred

14.09 Retraining Leave

14.09.01 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 availability of funding for retraining purposes.

14.09.02 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 may be paid by the Board if suitable funding is available.

14.09.03 i) Upon recommendation of the Staff Allocation Committee an unaccommodated teacher who still remains surplus after August 31 and chooses to be placed on the recall list 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 and any portion of the teacher's salary shall be paid by the Board if suitable funding is available.

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 14.05.07 (ii) and the repayment by the teacher of tuition fees paid for by the Board.

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

14.09.05 Placement of the teacher upon return from retraining leave shall be governed by the provisions of Article 14.

14.10 Allowances

14 10 01 (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 to 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 14.11.02 shall be paid. If a decision to relocate occurs any time during the second year of teaching, 100% of the relocation allowance less any money 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 14.10.02 up to a maximum of \$2641.00.

- (ii) 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).

14.10.02 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.

14.11 Important Dates (for reference)

DATE	EVENT	ARTICLE REFERENCE
by Sept. 30	Seniority list posted in all workplaces	14.03.04
by Dec. 31	Teachers report any errors to the Bargaining Unit President and the Superintendent of Business	14.03.04
by Feb. 15	A final revised list is posted in all workplaces	14.03.04
by Mar. 15	Teachers currently on leave notify board if they are returning	Article 18 (letter)
by Mar. 15	SAC meets to review surplus situation in board	14.04.02
by Mar. 31	The board establishes the number of Surplus teachers	14.04.04
by Mar. 31	Board may hire new staff if there are no surplus teachers	14.04.05
by Apr. 30	Surplus teachers are notified in writing	14.04.06
by Apr. 30	AFT teachers are declared and are notified in writing.	14.04.08
by May 15	Teachers returning from leave are placed in schools.	14.04.09
by May 15	Available positions are posted in schools for at least 3 school days for teachers not on the AFT or Surplus lists.	14.04.10
by May 31	Available positions are posted in schools for at least 3 school days for teachers not on the Surplus list.	14.06.04
by June 15	All AFT teachers as well as regular teaching staff apply for available positions. All AFT teachers must receive interviews for these positions, if qualified or can be qualified by August 31	14.06.04
by June 30	All remaining AFT teachers shall be placed in schools.	14.06.05
on Aug. 31	Recall list is established	14.05.05

ARTICLE #15 **EVALUATION OF TEACHER PERFORMANCE**

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

ARTICLE #16 **PERSONNEL FILES**

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.
- 16.05 No later than four (4) years after the date of issue, or less at the discretion of the Director, any disciplinary documents or adverse job-related correspondence contained within a teacher's personnel records and files shall be removed and returned to the teacher unless further disciplinary action has occurred for the same or similar offense within that period. This does not apply to documents or correspondence which the Board is required to retain by law. These will be kept in a sealed envelope separate from the teacher's files and will only be opened when the Board is required by law to open them.

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 Business of the Board.
- 17.01.02 The Superintendent of Business shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction there from.
- 17.01.03 The superintendent of Business shall keep a record of the accumulated credits and the deductions there from.
- 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 caps:

- (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 Parry 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 Business. Spouse shall have the meaning as defined in the Education Act Section 1.0.1.

- 17.06.05 A teacher shall be allowed leave of absence from duty by reasons of a summons 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.

- 17.06.06 A leave will be granted 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. Every reasonable effort has been made to take care of the situation by other means.
- 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 Business and shall be without pay.
- 17.09 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.

17.10 Retirement Gratuity

- 17.10.01 Teachers who change their working status from part-time to full-time or full-time to part-time, within their last five years of employment with the Near North District School Board, shall have their salary for gratuity purposes, as defined in Article 17.10, to be that which would have been the average of their last 5 years, according to their part-time or full-time basis, had they been paid on the current salary schedule as outline in Article 8.01 of the Collective Agreement.

Example: A teacher working full-time in 1997-98, 1998-99 and 1999-2000 then assumes a two-thirds part-time teaching load in each of 2000-01 and 2001-02.

The time equivalent for this teacher is calculated as:

$$[(3 \times 1) + (2 \times \frac{2}{3})] / 5 = 0.867$$

The gratuity for that teacher is thus 86.7% of the gratuity determined from the formula in Article 17.10 of the Collective Agreement.

This provision shall not apply to any teacher who does not change his/her working status in their last five years with regard to the payment of the gratuity as outlined in Article 17.10.

17.10.02 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 March 1 for teachers who retire during or at the end of the first semester if the Board is notified of such retirement prior to May 1 of the preceding school year. Where a teacher retires during or at the end of the first semester and has not given notice prior to May 1,

the retirement gratuity shall be paid by the following October 1

The gratuity will be paid October 1 for any teacher retiring during the second semester or no later than August 31 if the Board is notified of such retirement prior to May 1.

Where a teacher retires during the second semester or no later than August 31 and has not given notice by May 1 the gratuity will be paid by January 1 of the following year.

17.10.03 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 and be at least fifty (50) years of age. This does not apply to teachers under the age of fifty (50) who may be eligible for a disability pension in accordance with the provisions of the Teachers' Pension Act.

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 DSLPL, 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 DSLP 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 DSLP 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 DSLP 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 DSLP, 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 DSLP, 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.
- 18.03 Extended Unpaid Leaves of Absence for Teachers
- 18.03.01 Teachers who apply for an unpaid leave of absence from the board, in accordance with Article 18.02, and who wish to extend that leave beyond a period of one year, shall be subject to the following provisions:
- 18.03.02 If the teacher informs the superintendent of Program and Schools that he/she intends to extend that unpaid leave for an additional year, in writing by March 15 of the first year of unpaid leave, then an additional unpaid leave for a second year **shall be** granted.
- 18.03.03 After March 15, the teacher may apply for an additional unpaid leave for a second year to the Superintendent of Program and Schools, and the extension shall be at the sole discretion of the Superintendent. If the extension is not granted, the teacher is expected to return to teaching duties according to the provisions of Article 18.02.04.
- 18.03.04 This provision does not apply to teachers on federation leave as outlined in Article 10.
- 18.04 Second Semester Leaves of Absence for Teachers with W i t s Paid
- 18.04.01 Teachers may apply for a special leave of absence for the second semester of the school year and receive payment of employee benefits, including the pension, in the following manner.
- 18.04.02 The teacher must apply for this special leave, on an appropriate form provided by the board, to the Superintendent of Program and Schools by March 15 of the year immediately before the year in which the leave would be taken.
- 18.04.03 The granting of the leave is at the sole discretion of the Superintendent of Program and Schools. The superintendent shall respond to the application of the teacher within 15 days, and shall provide a written copy of the letter of acceptance or denial of the leave to the teacher, the appropriate principal and the President of the Teachers' Bargaining Unit.

- 18.04.04 If a special leave of this type has been granted, the teacher who has been granted that leave shall have the right to withdraw his/her application for that leave provided that the job posting to fill the position for the second semester has not taken place.
- 18.04.05 Once the job posting for the vacancy created in the second semester by this leave has taken place, the teacher may withdraw from that leave only after having received written approval of the Superintendent of Program and Schools.
- 18.04.06 On return from that leave, the teacher shall be placed back in his/her former school for the next school year. The teacher may resign from the board or may be transferred to another school, only in accordance with the provisions of article 14 of the Collective Agreement. The teacher shall receive sick days only for that portion of the school year in the first semester, as provided for in Article 17. For the first semester of teaching and the leave in the second semester, the teacher shall be granted one full year for purposes of seniority and the other provisions of the Collective Agreement, exclusive of salary and grid placement as outlined in articles 7 and 8.
- 18.04.07 The benefits paid on behalf of the teacher by the board for the second semester shall be limited to the following provisions:
- 18.04.08 The board's contribution for the employee benefit plans as outlined in article 11, shall be paid by the board on the teacher's behalf prorated for the second semester only. The teacher will be required to pay any further contributions for the employee benefit plans that would otherwise be required as the teachers' contributions to the plans.
- 18.04.09 The board shall remit to the teacher, an amount of money equal to that of the teacher's contribution to the Teachers' Pension Plan for the period of the second semester. The teacher shall then be responsible for making the necessary arrangements for the pension premium contributions required by the Teachers' Pension Plan.
- 18.04.10 The amounts of the board contributions for employee benefits and to the Teachers' Pension Plan, as outlined above, shall be reduced in the manner described herein for teachers who are approved for this special leave, and who have fewer than ten (10) years teaching experience. The board's contributions for each of these benefits shall be multiplied by a factor of $Y/10$, where Y represents the number of years teaching experience for salary grid placement as defined in Articles 7 and 8 of the Collective Agreement.
- Example:* A teacher with a salary grid placement level at step 7 in September, 1999, applies for this special leave for the second semester of 1999-2000. The teacher receives $7/10$ or 70% of the board's contribution to employee benefits and 70% of that teacher's portion of the required Pension Plan contributions.
- 18.04.11 A teacher who applies for and receives approval for taking this special leave with benefits paid, shall *not* be considered to be a half-time teacher for gratuity purposes, if the teacher is in his/her last five years before retirement, as outlined in Article 18.03.

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, care 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 written notice before the date the leave was to end.

19.05 SEB 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 Employment 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 either Pregnancy or Short-term parental leave but not both.
- 19.05.02 During this leave, the teacher shall receive 95% of full pay minus Employment Insurance Pregnancy or Parental benefits. In the case of Pregnancy Leave this top up amount will be for the next 15 weeks. For Short-term Parental Leave this top up amount shall be for the next 10 weeks. An employee is entitled to top up for either Pregnancy or Short-term parental leave but not both. The combined weekly level of Employment Insurance benefits, SEB 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 SEB 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 SEB 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 for any specified period of time. 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 to the Superintendent of Program and Schools. 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 acknowledgement of the receipt of the request is to be sent to the applicant by the Superintendent of Program and Schools. A copy of the acknowledgement letter is to be sent to both the Bargaining Unit President and the Principal.
- 20.02.04 No later than thirty (30) days after the application is submitted, the Principal shall interview the

applicant in order to discuss the applicant's teaching preference and the scheduling of the teaching request.

- 20.02.05 The applicant shall receive written confirmation from the Superintendent of Program and Schools 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 the 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 pro-rated 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:

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

- 20.07.01 For a part-time teacher, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Collective Agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment of 6.5 classes and 0.17 TAP and/or remedial. Such prorating shall be administered in accordance with the following chart.

Periods Assigned	Timetable Fraction No TAP	Timetable Fraction With 1 semester TAP	Timetable Fraction With 2 semesters TAP
1.0	0.1499	0.1627	0.1754
1.5	0.2249	0.2376	0.2504
2.0	0.2999	0.3126	0.3253
2.5	0.3748	0.3876	0.4003
3.0	0.4498	0.4625	0.4753
3.5	0.5247	0.5375	0.5502
4.0	0.5997	0.6124	0.6252
4.5	0.6747	0.6874	0.7001
5.0	0.7496	0.7624	0.7751
5.5	0.8246	0.8373	0.8501
6.0	0.8996	0.9123	0.9250
6.5	0.9745	0.9873	1.0000

- 20.07.02 TAP and/or remedial assignment for one semester shall count as 0.085 credit
- 20.07.03 The provisions of 20.07.01 apply as well to school-based members of the Bargaining Unit who have all non-classroom assignments or who have a combination of non-classroom and classroom assignments. Such an assignment for one seventy-five (75) minute period or equivalent thereof shall count as the equivalent of one class.

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 Manager of Human Resources 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 Business,

22.03.03 Step II (i) The Superintendent of Business shall attempt to resolve the grievance within 10 school days of referral. Failing settlement within the 10 school days mentioned, the Superintendent of Business 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 Business 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 Business. The committee shall review the dispute and attempt to resolve the grievance.

Step III (ii) 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.

27.05 With the consent of the union, the one year period mentioned in Article 27.01 may be extended.

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 The Secondary School System Professional Development committee, whose members are designated by the Superintendent of Program and Schools and the Union President will allocate funds as noted in 28.02.

ARTICLE #29 RIGHTS

29.01 The Board recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment specifically based on any reasonable OSSTF business.

ARTICLE # 30 STAFFING

30.01 Maximum teacher workload shall be 6.5 credits and 0.17 credit-equivalent courses

30.01.01 Projected Staff Requirement

This formula shall be used to generate the staff complement for all students excluding adults, self-contained and Section 19 students. Where the term student enrollment is used in this Article it shall refer to these student populations only.

30.01.01 (i) Definitions

Projected Student Enrollment (PSE) – projected student enrollment for October 31 X 0.5 + projected student enrollment for March 31 X 0.5. The March 31 projection will be calculated using the following drop rate formula:

$$\frac{\text{October 31 enrollment current year} - \text{February 28 enrollment current year}}{\text{October 31 enrollment current year}}$$

Average Number of Credits per Student (Average Credits) – shall be based on the actual average number of credits earned by students in the current school year.

Average Class Size (ACS) – as defined by the Ministry of Education and as required by The Education Act and the Regulations thereunder.

30.01.01 (ii) Formula

The base number of classroom teachers shall be generated and allocated as follows:

$(PSE) \times (\text{Average Credits}) = \text{Total Number of Student Credits}$

$\text{Total Number of Student Credits} / (\text{ACS}) = \text{Base Number of Classes}$

$\text{Base Number of Classes} / 6.5 = \text{Base Number of Teachers}$

30.02 The number of FTE classroom teachers assigned to non-credit self-contained Special Education classes shall be no greater than the number required by Regulation 298 Section 31. The number of Section 19 teachers shall be at the discretion of the Board.

30.03 The number of FTE classroom teachers assigned to non-credit ESL classes, if any, and non-credit Special Education Resource Withdrawal classes shall be determined by the Board in consultation with District 4 OSSTF.

30.04 The number of FTE guidance and library teachers shall be determined by the Board in consultation with District 4 OSSTF.

30.05 The Board shall endeavor to ensure that the number of FTE staff allocated in Articles 30.01 through 30.04 be used in the areas for which they have been generated,

30.05.01 Notwithstanding Articles 30.01 through 30.05, the Board may determine the total staffing complement that is needed to fulfill the yearly program requirements for each school and for the system. This will be done in consultation with District 4 OSSTF.

30.06 The number of TAP and/or remedial assignments shall be the maximum number provided for in the Regulations.

30.07 In-School Staffing Committee

30.07.01 An In-School Staffing Committee shall be established and maintained from year to year in each secondary school, commencing January 1, 2001.

30.07.02 An In-School Staffing Committee shall be comprised of the following school personnel:

1. The OSSTF Branch President or designate
2. A second representative from the Branch Executive
3. The Principal
4. A Vice-principal

30.07.03 The In-School Staffing Committee will review and monitor the staffing of the school upon being allocated staff by the Staff Allocation Committee and will provide feedback to the Staff Allocation Committee in order to ensure that the staffing is allocated in a manner consistent with any directives from the Staff Allocation Committee.

- 30.07.04 The In-School Staffing Committee will monitor the application of the workload provisions of the Collective Agreement and will provide feedback to the Staff Allocation Committee where necessary.
- 30.07.05 The In-School Staffing Committee will provide input to the Principal with respect to 30.07.03 and 30.07.04.
- 30.07.06 The In-School Staffing Committee will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers and hiring to vacancies.
- 30.07.07 The In-School Staffing Committee shall meet at least five (5) times per school year and shall report in writing on its activities to the full school staff at the staff meeting next following any meeting of the In-School Staffing Committee.