

1998-2000

COLLECTIVE AGREEMENT

Between

THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD

And

**THE BARGAINING UNIT OF
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
KEEWATIN-PATRICIA DISTRICT**

1:00 SCOPE

This Agreement shall apply to all OSSTF regular day school teachers employed by the Board.

The Board recognizes the Federation as the exclusive bargaining agent of all Teachers, other than Occasional Teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time. "Teachers" bears the same meaning as defined in the *Education Act*.

2:00 DEFINITIONS

- a) The Keewatin-Patricia Bargaining Unit of OSSTF District 5A, shall mean the Secondary Teachers employed by the Keewatin-Patricia District Board of Education and its predecessor Boards.
- b) Board/Employer shall mean the Keewatin-Patricia District School Board 5A.
- c) Federation shall mean the Ontario Secondary School Teachers' Federation or OSSTF.
- d) Day, unless otherwise indicated, shall mean a school or working day.

3:00 TERM

The collective agreement is effective September 1, 1998, and shall remain in effect until August 31, 2000, and from year to year thereafter unless notice is given by either party pursuant to the *Labour Relations Act*.

Either party may notify the other, in writing within the period commencing May 1 prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modification of this Agreement, in accordance with the *Labour Relations Act*.

4:00 AMENDMENTS

Any amendment(s) to, addition(s) to, deletion(s) from this agreement shall be made in writing, upon mutual consent of the parties and any such amendment(s), addition(s) or deletion(s) shall have effect from such date as shall be mutually agreed upon.

5:00 RECOGNITION

- 5:01 The Employer recognizes the right of the Teacher Collective Bargaining Committee of the Keewatin-Patricia Bargaining Unit, District 5A of OSSTF as the sole and exclusive committee competent to represent the Keewatin Patricia Bargaining Unit of the Ontario Secondary School Teachers' Federation and to negotiate on behalf of all its members employed by the Employer in accordance with the regulations established under the Education Act or hired subject to Ministry of Education approved Letters of Permission to teach students enrolled in classes or courses that could be used to fulfil the requirements for OSSD.
- 5:02 The Employer also recognizes the right of the Teacher Collective Bargaining Committee of the Bargaining Unit to authorize the Ontario Secondary School Teachers' Federation, or such other advisor, agent, counsel, solicitor or duly authorized individual as the Federation deems appropriate, to represent the aforementioned teachers and to negotiate on their behalf.
- 5:03 The Teacher Collective Bargaining Committee of the Bargaining Unit recognizes the right of the Employer to authorize another organization or individual, as the Employer deems appropriate, to represent the Employer and negotiate in its stead and on its behalf, informing the Teacher Collective Bargaining Committee of the Bargaining Unit, in writing, whenever the need arises.
- 5:04 The Employer further recognizes the right of the Bargaining Unit to represent a member at any meeting which is disciplinary or may lead to disciplinary action.
- 5:05 Both parties recognize that there shall be no strike or lockout, as defined by the Labour Relations Act, during the currency of this agreement.

6:00 PURPOSE

It is the intent of the parties to set forth in this collective agreement, salaries, allowances, benefits and certain of the conditions of employment which govern the teachers who are covered by the agreement.

7:00 MANAGEMENT RIGHTS

Teachers recognize that all the rights heretofore exercised by the Board are reserved to and vested exclusively in the Board unless specifically limited by this Agreement.

Both parties to this Agreement agree to abide by all applicable laws and regulations.

8:00 GRIEVANCE AND ARBITRATION PROCEDURE

8:01 Definitions and general procedures:

- a) Grievance - a grievance shall be defined as any dispute arising from the interpretation, application, administration or alleged contravention of this agreement, including any questions as to whether the

matter is arbitrable.

- b) Statement of Grievance - the Statement of Grievance must be in writing and contain the following:
 - i) A description of how the alleged dispute is in violation of the agreement including the identification by specific reference to all provisions of the agreement alleged to be violated, if applicable, and
 - ii) a statement of the facts to support such grievance, and
 - iii) the relief sought, and
 - iv) the signature of the duly authorized official of the party making the grievance.
- c) Parties - for the purposes of this procedure shall mean:
 - i) The Keewatin – Patricia District School Board, and
 - ii) The Bargaining Unit
- d) The parties recognize that each party may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance and/or arbitration procedure.
- e) The time limits specified in the grievance procedure may be extended by mutual agreement, in writing, between the parties following the initiation of the grievance. One or more steps in the grievance procedure may be omitted for a particular grievance with the written consent of the parties.
- f) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
- g) All time limits fixed herein for the grievance procedure are mandatory. An arbitrator does not have jurisdiction to extend time limits.
- h) If the grievor fails to adhere to the time limits, the grievance shall be deemed to have been abandoned. If both parties to the grievance fail to adhere to the time limits, the grievance shall be deemed to have been abandoned. If the party against whom the grievance has been lodged fails to adhere to the time limits, the grievance shall advance to the next step of the procedure.
- i) A grievance may be lodged by the Board beginning at arbitration if the dispute is not resolved by informal discussion between the parties.
- j) The grievance may be withdrawn at any time by the party submitting the grievance giving written notification to the other party.

8:02 Step 1 - Informal Procedure

If a teacher claims to have a complaint, the teacher and/or his/her representative shall discuss the complaint with the individual whose action gave rise to the complaint and the Director of Education, or Designate within ten (10) days of the occurrence giving rise of the incident. An attempt shall be made to resolve the complaint informally.

8:00 GRIEVANCE AND ARBITRATION PROCEDURE (continued)

If the complaint is not resolved informally, the issue shall proceed to Step 2, unless withdrawn by the grievor.

8:03 Step 2- Director of Education

The Bargaining Unit shall submit a Statement of Grievance to the Director of Education, or Designate, within ten (10) days of the failure to resolve the issue informally.

The Director of Education, or Designate shall forward his/her written decision to the grievor(s) within ten (10) days of receipt of the Statement of Grievance.

The Board may initiate a formal, written grievance on the form outlined in Appendix II, with the President of the Bargaining Unit or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The Bargaining Unit may initiate a formal, written grievance on the form outlined in Appendix II, with the Director or Designate, who shall answer the grievance in writing within ten (10) days after the receipt of the grievance.

8:04 Arbitration

If the grievance is not resolved through the grievance procedure above, the party desiring arbitration shall notify the other party, in writing, within ten (10) days of the date of the Board's Step 2 response of its desire to submit the difference or allegation to arbitration. Every attempt shall be made within ten (10) days to obtain an arbitrator that is acceptable to both parties to act as a single arbitrator. If, however, this cannot be done, then each party shall have ten (10) days to name its appointee to the Arbitration Board. Where two appointees are so selected, they

shall, within ten (10) days of their appointments, appoint a third person who shall be chair. If either party fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within ten (10) days, either party may request the appointment of an arbitrator by the Ministry of Labour. The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chair governs. The Arbitrator or Arbitration Board, as the case may be, shall not by his or its decision add to, delete from, modify or otherwise amend the provisions of the agreement.

8:05 Should the investigation or processing of a grievance require that an involved member and/or Bargaining Unit representative be released from regular duties at the request of the Board, the member and/or representative shall be released without loss of salary, benefits, seniority or Federation release time, which would have been accrued by the member had such release not been required.

8:06 The standard form attached as Appendix II shall be used in the filing of grievances.

9:00 SALARY GRID

9:01 Effective date of ratification:

| Years of Qualified Experience | Group 1 | Group 2 | Group 3 | Group 4 |
|-------------------------------|----------|----------|----------|----------|
| 0 | \$33,373 | \$34,746 | \$37,484 | \$39,265 |
| 1 | \$35,273 | \$36,866 | \$39,784 | \$41,765 |
| 2 | \$37,173 | \$38,986 | \$42,084 | \$44,265 |
| 3 | \$39,073 | \$41,106 | \$44,384 | \$46,765 |
| 4 | \$40,973 | \$43,226 | \$46,684 | \$49,265 |
| 5 | \$42,873 | \$45,346 | \$48,984 | \$51,765 |
| 6 | \$44,773 | \$47,466 | \$51,284 | \$54,265 |
| 7 | \$46,673 | \$49,586 | \$53,584 | \$56,765 |
| 8 | \$48,573 | \$51,706 | \$55,884 | \$59,265 |
| 9 | \$50,473 | \$53,826 | \$58,184 | \$61,765 |
| 10 | \$52,458 | \$55,971 | \$60,651 | \$64,512 |

9:00 SALARY GRID (continued)

9:02 Special Allowances

Teachers receiving special allowances for extra qualifications or degrees under the terms and conditions of the three pre-existing collective agreements shall continue to receive those allowances.

| | |
|----------------------------------------------|------------|
| Allowance for Master's Degree | \$900/year |
| Extra undergraduate degree (excluding B.Ed.) | \$587/year |

10:00 LEVEL PLACEMENT

- a) The placement of teachers in their respective groups shall be determined in accordance with the Certification Plan of OSSTF in effect at September, 1997. These Certification Rating Statements are the only statements acceptable for verification of placement on the salary schedule.
- b) All new teachers and teachers seeking a group change must submit their notice of forthcoming group change by December 31st or May 31st of the school year to obtain any resulting salary adjustment retroactive to September 1st or February 1st, respectively, of that school year.
- c) Teachers who have not presented their Certification Rating Statement shall be paid at the minimum of Group 1 plus any qualified teaching experience.
- d) It shall be incumbent upon a teacher to provide to the Director of Education or Designate a copy of the Teachers' Certification Rating Statement in order to be placed in a salary group.

11:00 ALLOWANCE FOR TEACHER EXPERIENCE

11:01 Calculation of Teaching Experience

Teachers employed by the Keewatin-Patricia District School Board on January 1, 1998, will be deemed to be placed appropriately on the salary grid.

- a) Effective January 1, 1998, only teaching time as a regular day school, elementary, secondary, public or separate school teacher in Canada, and/or with the Department of Indian Affairs and Northern Development and Indian Band Councils and/or with the Canadian Department of National Defence (excluding occasional and continuing education instructors) will be recognized as

qualified teaching experience for salary schedule purposes. The onus is on the teacher to provide the Board with satisfactory documentation prior to being placed at the appropriate step on the grid.

- b) A complete school year of teaching full time shall be considered to be 10 months of teaching experience. Part time or part year teaching time will be converted to the full time equivalent number of months of experience rounded to the nearest full month.
- c) Placement on the Salary Schedule shall be determined using the following formula:

$$\frac{\text{Total recognized teaching experience in months}}{10} = \text{Number of years of qualified experience}$$

The number of years of qualified experience will be rounded to the nearest full year. Implementation of this clause shall not adversely affect experience credited prior to August 31, 1998.

11:02 Withholding of Experience Allowance

The Board shall have the prerogative to withhold a salary increment for one (1) year from a teacher whose work is proven to be inadequate by the Director of Education or Designate under the following provisions:

- i) the teacher so affected must be notified in writing no later than April 15th
- ii) the teacher must be instructed as to how to improve his/her teaching
- iii) the teacher must be reinstated, after satisfactory improvement has been demonstrated, on that point on the salary schedule where he/she would have been if an increment had not been withheld

12:00 RELATED EXPERIENCE

An allowance for trade or business experience will be paid to a teacher who is teaching in the area of technological or business studies and whose basic qualifications for admission to a college or faculty of education were technological or business qualifications rather than academic.

For teachers employed as at September 1, 1998, any recognized related trade or business experience shall continue.

Each year of the related experience in excess of the minimum requirements set out in the Regulations of the *Education Act* will be recognized to a maximum of five (5) years for salary purposes. At the Board's discretion, additional experience for salary purposes may be recognized.

Years of related experience will be equated to qualified teaching experience on a two-to-one basis to a maximum of five (5) years on the grid. Related experience must be certified by the previous employer(s). Other proof of related experience acceptable to the Director of Education or Designate may be used for this purpose.

The years recognized for related experience will be added to the years recognized for base experience.

A documented request for related experience allowance must be presented to the Director or Designate by May 31st in order for the salary adjustment to be retroactive to September 1st of that school year.

13:00 P.A.R. ALLOWANCE

The parties agree for the 1998/99 school year to maintain the existing structure for leadership positions except that teachers assigned to these positions shall be required to teach six (6) sections but will not be assigned on-call duties. There will be no allowance for these positions in the 1998/99 school year.

The parties agree to establish a Committee comprised of a Superintendent of Education, two (2) secondary school principals and three (3) OSSTF representatives to formulate an allowance structure for leadership positions to be implemented effective the 1999/2000 school year. It is agreed that for the 1998/99 school year there are thirty-three (33) leadership positions periods distributed as follows:

| | | | |
|------------------------|----|------------------|---|
| Beaver Brae H.S. | 12 | Red Lake D.H.S. | 3 |
| Dryden H.S. | 10 | Ignace Secondary | 2 |
| Queen Elizabeth D.H.S. | 6 | | |

The total allowance allocated for leadership positions will be \$96,000 for the 1999/2000 school year. It is agreed that the teachers who are assigned these leadership positions shall be required to teach six (6) periods.

14:00 ACTING ADMINISTRATIVE POSITIONS

- i) Teachers may substitute for an absent Principal/Vice Principal on a temporary basis not to exceed 120 days in a school year. The acting Principal/Vice Principal shall be paid 1/194 of year 0 of the Principal/Vice Principal's Salary Scale multiplied by the number of days in the position. For the purposes of this calculation any part of a day as an acting Administrator shall be deemed to be a full day for salary purposes. This salary shall be paid in lieu of the teachers' regular salary.
- ii) The teacher will continue to be subject to all terms and conditions of this Collective Agreement.
- iii) An Occasional Teacher shall be hired to replace a member of the Bargaining Unit who is acting to replace an absent Principal/Vice Principal.

15:00 CONTINUING EDUCATION TEACHERS

- 15:01 This Article specifies the salary allowances and other mutually agreed items of "Continuing Education Teachers (Secondary)" as defined by the *Education Act*. No other provisions of the Collective Agreement shall apply to Continuing Education Teachers unless expressly indicated otherwise in this Article.
- 15:02 The grievance procedure for Continuing Education Teachers will be the same as the Grievance Procedure in Article 8:00
- 15:03 A Continuing Education Instructor shall be paid an hourly rate of \$30.00/hour plus 4% vacation pay=\$31.20 /hour
- 15:04 The Community Learning Centre Supervisor shall be paid an hourly rate of \$36.91/hour inclusive of vacation pay

16:00 BENEFIT PLANS

Effective January 1, 1999, teachers shall be entitled to the pre-existing Dryden Board benefit package, in accordance with and subject to the following provisions:

The parties agree that a Committee of equal representation between teachers and the Board shall be established to develop a new benefit plan that must be implemented by September 1, 1999. The parties agree that the new benefit plan must be administered through a managed health care plan (preferred broker OTIP) that will not cost the Board more than a maximum of \$2000 per F.T.E. teacher. Any savings achieved below this maximum will be shared 50/50 between the Board and the Teachers to be allocated by each party at their discretion.

Benefit premiums for part-time teachers will be pro-rated proportionate to time worked and availability of coverage.

- 16:01 A copy of the group master policy or policies referred to above shall be given to the Division Collective Bargaining Chairman. In the event that the Board decides to change the carrier(s) of the group insurance plans, the Board agrees to implement the same coverage as described in the master policy(ies) or such other plan that the Division agrees is appropriate as a substitute.

The group insurance plans shall not be amended in any way that would change the benefits to which members of the Branch Affiliate are entitled under the plans without the consent of the Branch Affiliate. The Branch Affiliate shall not withhold such consent unreasonably.

16:02 Group Insurance

A. Group Life Insurance

- 1. The Board of Education contributes 100% of the monthly premium for those teachers enrolled in the Board's group insurance plan for the following coverages:

| | |
|----------------------------------|-----------|
| Life | \$100,000 |
| Accidental Death & Dismemberment | \$100,000 |

- 2. Optional coverage, as detailed below, is available for those teachers meeting the eligibility conditions of the group insurance plan. Premiums on any optional coverage selected will be paid 100% by the teacher enrolled through payroll deduction.

- A. additional \$50,000 Life
\$50,000 Accidental Death & Dismemberment
- B. additional \$100,000 Life
\$100,000 Accidental Death & Dismemberment
- C. additional \$150,000 Life
\$150,000 Accidental Death & Dismemberment
- D. dependent life insurance: Spouse \$20,000 Each Child \$10,000

- 3. Revised coverage under the group life insurance plan to become effective at such time as arranged between the Board and the group insurance carrier.
- 4. Eligibility for coverage and benefits under the group life insurance policy is as determined by the group insurance carrier according to the terms and conditions of the group master policy.

B. Extended Health Plan

The Board of Education contributes 100% of the monthly premium for those teachers enrolled in the Board's group insurance plan for extended health coverage. This plan to be compulsory for all teachers not exempted under the conditions of the plan. Eligibility for coverage and benefits is as determined by the group insurance carrier according to the terms and conditions of the group master policy.

NOTE: For the purposes of this coverage, drugs shall not include any prescribed drugs that may be obtained without a prescription.

16:00 BENEFIT PLANS (continued)

C. Dental Plan

The Board of Education contributes 100% of the monthly premium for those teachers enrolled in the Board's group insurance plan for dental coverage. This plan to be compulsory for all teachers not exempted under the conditions of the plan. Eligibility for coverage and benefits is as determined by the group insurance plan carrier according to the terms and conditions of the group master policy.

D. Long Term Disability Plan

The Board of Education contributes 100% of the monthly premium for those teachers enrolled in the Board's group insurance plan for long term disability coverage. This plan to be compulsory for all teachers not exempted under the conditions of the plan. Eligibility for coverage and benefits is as determined by the group insurance plan carrier according to the terms and conditions of the group master policy.

Effective February 1, 199, L.T.D. benefits will be employee paid. The Board agrees to administer the plan on behalf of the teachers.

NOTE: See Leave of Absence LTD Purposes and relevant section of Absence Due to Illness and Cumulative Sick Leave.

17:00 RETIREMENT GRATUITY

17:01 Eligibility

To be eligible to receive a retirement gratuity a teacher must meet the following conditions:

- a) Be retiring on a regular or disability or commuted or deferred pension from the Ontario Teachers' Pension Plan.
- b) Have a minimum of ten (10) years of service with the Keewatin-Patricia District School Board and/or predecessor Board(s). The last five (5) years of service with the Board prior to August 31st of the retirement year must be continuous.

17:02 Amount of Benefit

The amount of benefit will be calculated using the following formula:

$$\frac{\text{Years of Service To the Board (10 to 20 Yrs)}}{20} \times \frac{\text{Unused Sick Leave Credits}}{200} \times \frac{\text{Final Annual Salary}}{2}$$

17:03 Should a teacher die while still employed as a teacher, an amount equivalent to the retirement benefit for which the teacher would otherwise have been eligible if the teacher had retirement in accordance with 17:02 immediately prior to the date of death shall be paid to the beneficiary of the teacher.

One month's salary shall be paid to the beneficiary within 30 days of the teacher's death. Such an amount shall be deducted from the total amount of the retirement benefit.

17:04 Any teacher qualifying for a retirement benefit who intends to retire at the end of the current school year shall signify his/her intentions to retire to the Director of Education, or Designate, in writing, on or before April 30th of the current school year. If a teacher gives notification of intent to retire after April 30th, the Board reserves the right to delay payment of the retirement gratuity until January of the following school year.

17:05 The Board shall pay the benefit upon retirement or at such other time or times mutually agreeable to the teacher and the Board.

17:06 Interest on the unpaid balance shall accrue at the prime rate in effect at the time of the Board's principal financial statement.

18:00 SICK LEAVE

- a) A sick leave credit system is hereby established for every teacher who is under contract.
- b) The Director of Education or Designate shall have power to do and perform all things necessary for the conduct of the sick leave credit system, including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction therefrom under this system.
- c) The Director of Education or Designate shall keep a register in which shall be entered the credits, the accumulated credits and the deductions therefrom.
- d) Transfer for accumulative sick leave credits from the immediate prior employing board will be accepted to a maximum of 220 days, provided that:
 - 1. The prior employing board has established a sick leave credit plan

2. There was no intervening employment to interrupt the continuity of employment under which sick leave credits were accumulated. This does not apply to a teacher affected by redundancy.
- e) Each eligible teacher shall be entitled to have 100% of the unused portion of his/her annual sick leave transferred annually to their accumulated sick leave credit, to a maximum of 220 days.
 - f)
 1. After five (5) days continuous absence caused by sickness, no leave with pay shall be allowed unless a certificate of qualified medical or dental practitioner is furnished to the Director of Education or Designate certifying to the inability of the employee to attend to his or her duties.
 2. Notwithstanding subsection F) 1., the Director of Education, or Designate may require an employee to submit the certificate required thereunder for a period of absence of less than five (5) days. This request shall be made within the period of absence.
 3. The Board reserves the right to have any employee examined and certified by another doctor.
 - g) In cases where the absence is due to an accident compensable under the *Workplace Safety and Insurance Act* or covered under any other type of accident insurance, the premiums of which are paid by the Board, the period of absence to be charged against the credit shall be reduced to give effect only to the net salary paid by the Board.
 - h) Sick leave credit of twenty (20) days annually will be credited to each full-time teacher at the beginning of each school year and a proportionate credit will apply to:
 1. Part-time teachers under contract with the Board, and
 2. Teachers commencing employment after September 1st, and
 3. Teachers terminating employment prior to June 30th
 - i) Those teachers who have already accumulated 220 or more sick leave days as of September 1, 1998, shall be entitled to retain such accumulation.

19:00 LEAVES

19:01 Jury Duty/Summons

A teacher is entitled to a paid leave of absence if ordered for jury duty or is summonsed to be a witness in a court proceeding (not including tribunals) for which the teacher is not a party. Application for such leave must be in writing to the Director of Education or Designate and must fully articulate the reasons surrounding the request.

19:02 L.T.D. Leave

If a teacher is absent due to disability and is in receipt of benefits under the group LTD plan, the teacher must request and will be granted a leave of absence without pay.

A teacher on leave for LTD purposes may participate in any of the group insurance plans during the term of the leave provided the teacher prepays, in equal installments, 100% of the appropriate premiums and provided the group insurance carrier allows continued participation under these circumstances.

A teacher returning from LTD will be assigned to his/her former school subject to the Release of Surplus Staff provisions.

19:00 LEAVES (continued)

19:03 Bereavement Leave

Commencing the first working day following the day of death, an employee is allowed a leave, with pay, of up to five (5) consecutive working days on the death of a member of the employee's immediate family. Immediate family includes the employee's spouse or common-law partner with whom the employee resides, parent, children, brother, sister, parent-in-law, grandparent, grandparent-in-law, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian. Additional travel time may be granted at the discretion of the Director of Education or Designate.

19:04 Compassionate Leave

Employees may be granted three (3) days per school year, without loss of salary, in the event of a serious illness or injury of a member of the employee's immediate family. For the purposes of compassionate leave, immediate family shall include the employee's present spouse or common-law partner with whom the employee resides, parent, son, daughter, brother, sister, mother-in-law and father-in-law. Additional travel time may be granted at the discretion of the Director of Education or Designate.

19:05 Personal Leaves

Suspend the following provision for the currency of this collective agreement.

- a) Three (3) personal leave days, one of which may be two (2) half-days, per school year shall be available to each full time teacher who works the full school year. Teachers teaching part-time or part of a school year are entitled to a portion of three (3) personal leave days, rounded to the nearest half day, proportionate to the time worked during the school year. Personal leave days taken will be without loss of salary.

- b) The scheduling of personal leave days shall be at the discretion and approval of the Principal or designate, and may be granted after consideration is given to the best interests of the pupils, the system; and the integrity of the education programs are observed in the application of this provision.

Requests approved by the granting authority are subject to the following conditions:

- i) personal leave days will not be taken two (2) working days before or after the summer break period.
 - ii) a teacher wishing to use a personal leave day will, when possible, give the Principal at least two (2) working days notice.
 - iii) personal leave days are subject to the ability to replace the teacher.
- c) Assignments and lesson plans are to be left by the teacher going on leave.

19:06 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or Designate.

19:07 Leave of Absence – Long Term

At the discretion of the Board, teachers may be granted one (1) year's leave of absence without pay. Requests for leaves of absence, without pay, for more than one (1) year may be considered on their merits.

The teacher on leave, must indicate, in writing and by registered mail, on or before March 1st of the year of leave, the teacher's intention to return to the school system for the next school year.

A teacher returning from a long-term leave of absence will be assigned to a teaching position in the school for which the leave was granted subject to the release of surplus staff provisions.

A teacher on long term leave of absence may participate in any of the Board's group insurance plans during the term of the leave provided the teacher prepay, in equal installments, 100% of the applicable premiums for the term of the leave and provided a group insurance plan allows continued participation under these circumstances.

Applications for long term leaves of absence shall be submitted to the Director of Education or Designate on or before February 15 of the current school year.

19:00 LEAVES (continued)

19:08 Leave of Absence – Extended

An extended leave of absence is defined as an absence of more than one (1) consecutive teaching day and less than one (1) school year.

The granting of extended leaves of absence with or without pay is entirely at the discretion of the Director of Education, or designate. Salary deduction for approved leaves without pay will be at 1/194 of the teacher's annual salary rate or, at a salary deduction required to cover the cost of replacing the teacher. Such determination of salary deduction will be by the Director of Education, or designate.

If the extended leave of absence is for a period of more than twenty (20) consecutive teaching days, the following shall apply:

- i) The teacher on extended leave may continue participation in Board group insurance plans provided the teacher pays 100% of applicable premiums and provided the group insurance plan allows continued participation under these circumstances.

Applications for extended leaves of absence shall be accompanied by a written recommendation from the Principal.

A teacher granted an extended leave of absence will be assigned to the teacher's former school subject to the provisions of the section on Release of Surplus Staff.

19:09 Sabbatical Leave

When, with the permission of the Board, a Sabbatical Leave is granted the rules set forth below shall apply:

- a)
 - i) Sabbatical Leaves will be granted to enable a teacher, or a teacher in a supervisory capacity to undertake some educational study or research which has been approved by the Board.
 - ii) The Sabbatical Leave plan will be available to support two types of educational study or research:
 - a) Individual study or research of up to one (1) year.
 - b) Individual study or research requiring varying times such as one (1) semester, one (1) month or any period of time less than one (1) year approved by the Board.
 - i) The applicant shall submit to the Selection Committee plans indicating his/her proposed activities for the requested Sabbatical Leave.
 - ii) Applicants must include in their plans a precise statement regarding the nature of

the educational study or research being undertaken, and how this study will be carried out.

- b) The Sabbatical Leave plan shall be distinct from and exist independently of the Cumulative Sick Leave Plan.
- c) To be eligible, the applicant must have a minimum of seven (7) years of teaching experience with the Board.
- d)
 - i) The teacher shall give a commitment, in writing, to continue to teach for the Board for a period of three (3) years, after returning from a Sabbatical Leave of one (1) year. Should the teacher voluntarily leave the employ of the Board before the completion of the three (3) year period, the monies advanced by the Board for Sabbatical Leave shall be repaid on a pro-rata basis over a period of time not exceeding three (3) years.
 - ii) The teacher shall give a commitment, in writing, to continue to teach for a period equal to the time of any leave of less than one (1) year granted.
- e) On the teacher's return from Sabbatical Leave, the teacher, shall be assigned to his or her former position or a comparable one.
- f) A successful applicant shall receive 85% of the salary he or she would normally receive for the term of the leave.
- g) A maximum of five (5) teachers may be granted Sabbatical Leave per year.
- h) Deduction for superannuation shall be made, based on the salary received.
- i) A teacher shall retain his/her annual experience allowance.
- j) Sabbatical Leave shall be considered as a year's teaching experience for teachers on one (1) year leave. Teachers on shorter leave periods shall have such leave time included in that year's teaching experience.

19:00 LEAVES (continued)

- k) Teachers for Sabbatical Leaves shall be selected by a Selection Committee composed of two (2) representatives from each party.
- l) Applications for Sabbatical Leave shall be submitted to the Selection Committee by October 15th. The Selection Committee shall make its recommendations to the Board by November 15th and the Board shall consider the recommendations and make its decision by December 15th. The Board reserves the right to withhold or limit the granting of Sabbatical Leave.
- m) The teacher shall submit to the Board a complete written report on the educational or research study undertaken.

19:10 Deferred Salary Leave

- a) Purpose – Under this plan a participating teacher agrees to work for a period of X years at a less pay than that teacher would have received based upon group placement, years of experience and any applicable allowances.

In return the Board agrees to grant the participating teacher a leave with pay.

The plan is self-financing between the Board and the teacher since the teacher takes the leave in the last year only of the plan. The plan is to run over X + 1 years.

- b) Eligibility

- 1. Any contract teacher with the Board is eligible to participate in this plan.
 - 2. Both parties will ensure that programs will not be unduly affected by the teachers' participation in this plan.

- c) Applications

- 1. A teacher wishing to participate in this plan must submit a written application to the Principal not later than the January 15th preceding the school year in which the teacher wishes to enter the plan. The application is to be dated.
 - 2. Where the collective agreement with the Board has not been settled by that date, the application date is made retroactive to September 1st of the preceding year, and the teacher has the option of making back-payments into the plan, if necessary, in order to count as the first year of the plan.
 - 3. In each year of the plan, preceding the year of leave, the teacher will be paid an agreed upon percentage of the teacher's proper grid salary and applicable allowances. The remaining percentage of annual salary will be deferred and this amount will be retained for the teacher by the Board to finance the year of leave. The amount deferred in each year cannot exceed 33 1/3% of the teacher's proper salary for that year.
 - 4. Each teacher submitting an application to participate in this plan shall be sent by March 1st written confirmation of acceptance of his or her individual scheme or a written explanation of the reasons for the rejection of his or her individual scheme.
 - 5. No sick leave benefits will be paid during the year of absence nor will the 20 sick days be accumulated during this year, but when the teacher returns to the Board from the leave, he/she shall be credited with the same number of accumulated sick leave credits he/she had before going on leave.
 - 6. The teacher will not be covered by Workers' Health and Safety Insurance during the year of leave.

- d) Return From Leave

- 1. On return from leave, the teacher will be assigned to his/her same or similar position.
 - 2. The teacher will be responsible for notifying the Board by March 1st of his/her intent to return to the Board the following year. Should the teacher not wish to return, he/she will submit his/her resignation by May 31st.

3. Upon return from leave under this plan a participating teacher shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.

19:00 LEAVES (continued)

- e) Payment Formula
 1. During the non-leave portions of the individual scheme (The "X" years), the participating teacher shall be paid his/her normal grid salary and allowance, less the amount set out in the individual scheme by which the participating teacher's normal grid salary and allowance are to be reduced as per 19:09 c.-3.
 2. During the non-leave portions of the individual scheme which precede the leave, this amount shall be deducted from each monthly payment of salary according to the salary payment schedule in the Collective Agreement, and shall be invested at the teacher's direction in a recognized financial institution. The investment will be left to accumulate for the teacher's use during the leave portion of the scheme. These funds shall not be withdrawn until commencement of the leave year or withdrawal from the plan.
 3. During the leave portion of the individual scheme, the balance of the account, including interest earned, will be paid to the teacher in a manner mutually agreed upon by the Board and the Teacher.
- f) Conditions For Acceptance
 1. The teacher must sign a contract with the Board wherein are set out the terms and conditions of participation in the plan.
 2. In the event that a qualified replacement cannot be hired for a teacher granted a leave, the Board may defer the year of absence for one (1) year. The Board, however, must make all reasonable attempts to find a qualified replacement and, failing which, must so notify the teacher by May 15th of the year in which the teacher is to take the leave, unless a later date is mutually agreed upon.
- g) Contract
 1. A contract setting out the terms and conditions of participation in the plan must be executed by March 15th or the teacher shall be deemed to have withdrawn his or her application to participate in the plan.
 2. This contract shall be enforceable between the teacher and the Board as though it were a part of this Collective Agreement.
 3. The contract may be amended from time to time by mutual consent provided the amendments affect neither the length of the leave, the condition that they may prior to June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.
- h) Leave
 1. Leaves granted under this plan shall normally commence on September 1st of one (1) year and end on August 31st of the following year.
 2. The year of absence shall not entitle the teacher to increment for that year.
 3. During the leave year the teacher will be responsible for the full costs of benefits (except Canada Pension and Employment Insurance). Fringe benefits may be maintained with the Board during the leave year if requested by the teacher, however, 100% of the premium costs must be prepaid by installments as mutually agreed upon by the teacher and the Board.
 4. A participating teacher who withdraws from the plan under the circumstances of b) or c) above shall receive the sum accumulated in the account including interest within ninety (90) days of withdrawal.
 5. The estate of a participating teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the account including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Director of Education or Designate.
This shall also hold true should a teacher die after commencement of leave.

19:11 Pregnancy/Parental Leave

The Board shall grant to an employee a pregnancy/parental leave in accordance with the *Employment Standards Act* R.S.O., 1990.

The Board shall provide for employees on pregnancy leave a supplementary employment insurance benefits plan providing for payment of 75% of normal weekly earnings for the two week waiting period for E.I. benefits. No such supplementary payment shall be paid during the normal summer break.

20:00 W.S.I.B. AND EMPLOYMENT INSURANCE

20:01 A teacher who is absent as a result of an injury incurred at work shall be entitled to his/her net pay in full as follows:

W.S.I.B. wage amounts received by a Teacher covering such a period of absence shall be remitted to the Employer. The pro-rated difference between the Teacher's net pay and the WSIB payments shall be charged pro-rated against the Teacher's sick leave. Once accumulated sick leave has been exhausted, the Teacher shall only receive W.S.I.B. payments.

20:02 For the purposes of the *Employment Insurance Act* regarding hours of insurable employment, full-time teachers shall be deemed to have worked seven (7) hours each day they are employed during the school year. Part-time teachers shall be deemed to have worked hours per day that have been pro-rated accordingly.

20:03 The Employment Insurance Rebate shall be paid to the Treasurer of the Bargaining Unit.

21:00 FEDERATION DAYS

21:01 A total of forty-five (45) days, with pay and benefits, will be available each school year for teachers to participate in Federation sponsored activities. The Federation Release days will be subject to approval by the bargaining unit President and prior arrangements with the Principal. The Federation shall advise the Board as soon as possible of the intended use of these days, the dates and the names of the teachers involved. Both parties agree that the best interest of the pupils, the system and the integrity of the education programs shall not be compromised in applying this provision.

The Federation shall forthwith reimburse the Board for each day of paid Federation Leave taken by a teacher at the occasional teacher rate.

Assignment and lesson plans shall be left by the teacher going on Federation Leave.

It is agreed that leave days for the OSSTF President, Chief Negotiator and bargaining committee members shall not be included in the 45 days. However, the Federation shall forthwith reimburse the Board for each of these days at the occasional teacher rate.

21:02 Federation Release

The Board will release the President and Chief Negotiator for up to one period per semester. The Federation will reimburse 100% of the Board's cost for this release.

22:00 O.H.S.A.

The Board and the teachers shall carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

23:00 INSTRUCTIONAL TIME

Each teacher shall be assigned 1250 minutes of instructional time (as defined in the *Education Act* and Regulations) per week on average during the school year. As part of the 1250 minutes, a teacher will be required to perform 125 minutes of timetabled instructional time, including on-call assignments.

The maximum on-call assignments per teacher shall be eighteen (18) 75-minute periods per semester with a maximum of 150 minutes per week. It is agreed that in non-emergency situations, on-call assignments shall be provided with at least twenty-four (24) hours notice.

Each teacher shall be ensured a lunch period of not less than forty (40) consecutive minutes per day.

The average class size in the secondary system shall be as prescribed by the *Education Act* and Regulations (as amended from time to time).

24:00 MAXIMUM CLASS SIZE

24:01 Maximum class size in the secondary schools shall be as follows:

1. Advanced academic & commercial – 30 students/class
2. General academic & commercial – 25 students/class
3. Technical – limited by facilities
4. Basic Academic – 18 students/class
5. Basic Shop – 16 students/class

25:02 A flex factor of 10% will be allowed for one class per teacher. A flex factor of 10% may be allowed for a second class only with the teachers' consent.

25:00 JOB SHARING

Agree to suspend the following provision during the currency of the collective agreement.

- a) The teacher entering into job-sharing must work not less than 40% of a school year and create a position for one or more teachers who would otherwise be unemployed in education or employed on a less than full-time basis.

- b) A full-time teacher may participate in a job-sharing plan for a maximum additional credit as determined by the Teachers' Pension Plan Act.
- c) The job-sharing plan may be on a daily, term or semester basis.
- d) Participation in this plan is dependent upon school program needs.

A teacher who is presently employed by the Board and becomes involved in this job sharing plan recognizes and agrees that:

- a) The grid salary will be pro-rated according to schedule based on qualifications and experience in direct proportion to the fraction of time worked.
- b) The premiums for all other benefits shall be paid by the Board and the teacher in accordance with the terms and conditions of the Collective Agreement. Arrangements for the payment of L.T.D. premiums are to be made should a non-teaching period be part of the job-sharing plan.
- c) Part years worked regardless of the fraction of time worked will be credited as full years for the purposes of calculating seniority.
- d) A teacher who is in this job-sharing plan during the year of retirement shall be deemed to have earned a full salary for the purpose of calculating the retirement gratuity.
- e) The teacher who is in this job-sharing plan shall accumulate sick leave credits in accordance with the terms and conditions of the Collective Agreement.
- f) A position of responsibility and allowances may be relinquished or retained by the teacher for the period of time that the teacher holding such position is involved in this job-sharing plan, and, if relinquished, will be reinstated on the teacher's return to full-time teaching unless the position has been eliminated or altered under the terms and conditions of the then current collective agreement.
- g) It is preferred that applications be in for both semesters by March 1st prior to participation in the plan.
- h) A teacher hired as a result of this position sharing plan will be entitled to all terms and conditions of the collective agreement.
- i) 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 job-sharing arrangement, be entitled to return to the teachers' previous full-time position and status unless provided for in the above.

26:00 PROFESSIONAL DEVELOPMENT

Agree to suspend the following provision for the currency of the collective agreement.

26:01 The Board shall provide an allowance each calendar year based on the number of secondary teachers on staff (excluding administration) as of the previous September 30th. This is based on a per teacher allowance of .75% of Group 1 Minimum. This fund is to be used for professional development, and short and long term professional development leaves (including educational and sabbatical leaves as outlined herein).

27:00 PROBATIONARY PERIOD

All newly hired teachers will have a probationary period of two (2) school years.

28:00 DISCIPLINE

When a report pertaining to a teacher's work performance or conduct which may be detrimental to the teacher's advancement or standing with the Board is placed in that teacher's personnel file, the teacher shall be given the opportunity within ten (10) days to sign the report in question and indicate that its contents have been read.

The teacher has the right to reply in writing to such a report and that reply shall become part of the teacher's file. If the teacher wishes to grieve over the contents of the adverse report, normal grievance procedures shall apply.

If satisfactory improvement is not demonstrated by the teacher, the teacher may be dismissed.

29:00 TEACHER EVALUATION

No teacher shall evaluate, participate or assist in the evaluation of another member.

30:00 JUST CAUSE

No teacher who has completed the probationary period shall be disciplined or dismissed without just cause. A lesser standard than that of just cause shall apply to a probationary teacher.

31:00 TRANSFERS

31:01 A teacher can be transferred to either a secondary or elementary school within the system only with the written consent of the teacher involved.

31:02 The staffs of Red Lake High School and Northern Eagle High School are considered as one. If a teacher at the Red Lake campus is declared redundant and accepts a position at the Northern Eagle campus, the teacher shall have the first opportunity to be offered any open position at the Red Lake campus for the following semester. A teacher at the Red Lake campus can be transferred to the Northern Eagle campus only with the written consent of the teacher involved.

32:00 STAFFING

The teaching staff for the 1998/99 school year will be 202.5 F.T.E. based on A.D.E. of 3072 (subject to verification) excluding adult programs, Northern Eagle High School and Section 27 programs.

The teaching staff for the 1999/2000 school year may be 202.5 F.T.E. depending upon the 1999/2000 A.D.E.

33:00 RELEASE OF SURPLUS STAFF

33:01 Definitions

1. School : A secondary school is defined for the purposes of this clause as the following:
 1. Dryden – Dryden High School
 2. Kenora – Beaver Brae High School
 3. Ignace – Ignace Secondary
 4. Red Lake – Red Lake District High School includes Northern Eagle High School
 5. Sioux Lookout – Queen Elizabeth District High School
2. Teacher: For the purpose of The Release of Surplus Staff Section, a teacher is defined as a person who is a member of the Ontario College of Teachers and is employed as a teacher covered by the terms of this Collective Agreement and which does not include a supervisory officer, principal, vice-principal, occasional teacher or continuing education teacher.
3. Board: The Board is defined as the Keewatin – Patricia District School Board, and its predecessor Boards.
4. Seniority: The Base Seniority List is the list of secondary teachers ranked in descending order of seniority employed with the Board on June 30, 1998 as agreed upon by both parties on April 15, 1998. All teachers whose work begins after the 1997-98 school year, will be listed in descending order of seniority below the least senior teacher on the Base Seniority List as determined by applying the following criteria:
 - a) Date and time of most recent verbal acceptance of a position with the Keewatin–Patricia District School Board, and when this is equal;
 - b) By lot jointly conducted by the Director of Education or designate and the Bargaining Unit President or Designate.

A teacher's position on the seniority list will only change due to his or her retirement, resignation or upon termination of employment.

No later than February 1st of each year, the Board shall publish a seniority listing of all employees in the bargaining unit. A copy of this listing will be sent to the President of the Bargaining Unit.

Teachers who consider their position on the seniority list to be incorrect must report their disagreement in writing to the Director of Education or Designate and President of the Bargaining Unit within fifteen (15) days of the posting of the list. Following the fifteen (15) day period, the Director of Education or Designate shall respond to all requests in writing within fifteen (15) days. Should there be any revisions to the list, the revised list shall be deemed correct and will be used in the application of the Release of Surplus Staff provisions. The revised list, if any, shall be published and a copy sent to the President of the Bargaining Unit.

5. Current qualifications is defined as the qualifications in accordance with the Education Act and Regulations and The Ontario College of Teachers Act and Regulations.

33:02 Retention of Staff

Where a position of a Teacher in Charge of an Organizational Unit becomes vacant, the position (full time including teaching duties) will be exempt from the Release of Surplus Staff provisions, and the Board will post the position internally and may post the position externally. The person filling the position shall be exempt from the Release of Surplus Staff provisions from the date at which the person begins his/her duties to a maximum of three (3) years, or until the position no longer exists, whichever occurs first.

Teachers assigned to Education Programs in Care and Treatment programs shall be exempt from these provisions. If one of these positions becomes vacant, it shall not be considered to be open or vacant for the purpose of this section.

The onus is on the teacher to provide the school and Board with the current qualifications (33:01-5), otherwise the most recent copy on file as of March 1st will be used.

33:00 RELEASE OF SURPLUS STAFF (continued)

33:03 Surplus Procedure

1. a) The Principal will determine any excess teachers in the following sequence:

Reduction in teachers for the following reasons will be determined first and any such teachers removed from consideration in establishing staff for each school. Teachers released under this section will not be placed on the recall list:

- i) confirmed retirements
- ii) release for just cause
- iii) release of teachers on Letters of Permission

- b) If further reductions in the staff for a school are necessary, teachers will be placed on a school surplus list according to seniority subject to the following:

Where the Principal has made every effort to staff the school using the current qualifications (33:01-5) of the staff to cover the program and is not able to do so by omitting the most junior teacher(s) on the seniority list, the Principal must then omit the next teacher(s) on the seniority list, replace the junior teacher(s) and once again make every effort to staff the school using the staff and their current qualifications (33:01-5). If this procedure provides a solution then the teacher(s) one higher on the seniority list are placed on the school surplus list, if not, the procedural sequence will be resumed until the Principal is able to staff the school.

2. A teacher remaining on the school surplus list will be placed on the system redundancy list in descending order of seniority.

For the 1998/99 and 1999/2000 school years, teachers with the current qualifications (33:01-5) may displace other teachers only within the former bargaining units that existed prior to the amalgamation of the Dryden, Kenora and Red Lake Boards into the Keewatin Patricia District School Board.

Effective for the 2000/2001 school year a teacher on the system redundancy list shall have the right to displace a secondary teacher with the least seniority for which the teacher holds the current qualifications (33:01-5).

A teacher may elect to refuse to displace another teacher and be placed on the recall list without penalty.

The President or Designate of the Bargaining Unit shall be provided with all relevant information prior to displacement procedures.

3. Teachers on the redundancy list after displacement rights have been completed shall be offered all new and open positions for which they have the current qualifications. The offer may be made to all teachers on the system redundancy list on the same day. The teacher with the current qualifications and the greatest seniority accepting the position will be assigned to the position. Teachers must accept or reject the offer within forty eight (48) hours. Failure to indicate acceptance or rejection will be deemed to be a rejection.

4. Positions remaining open after 33:03-3. above may be filled externally, however, nothing prevents the Board from advertising positions internally/externally where openings are anticipated.

5. Teachers remaining on the system redundancy list will be placed on a System Recall List which will be posted in each school and a copy given to the President of the Bargaining Unit.

For the 1989/99 and 1999/2000 school years, teachers with the current qualifications (33:01-5) will be recalled to teaching positions, but only within the former bargaining units that existed prior to the amalgamation of the Dryden, Kenora and Red Lake Boards of Education.

6. Teachers placed on the System Recall List, shall have their employment terminated in writing no later than May 31st, however, their names will remain on the System Recall List subject to 33:03 8. Teachers on the System Recall List who have accepted a

part-time position will not have their employment terminated, however, their assignment will be adjusted to reflect the part-time nature of the position.

33:00 RELEASE OF SURPLUS STAFF (continued)

7. Teachers recalled from the System Recall List shall have their names remain in their present position on the seniority list.
8. Teachers may remain on the System Recall List for a period not to exceed two (2) school years. Teachers on the System Recall List will be recalled to open positions in order of seniority provided the teacher has the current qualifications (33:01-5).

Teachers, with the current qualifications (33:01-5), remaining on the recall list for the second year are eligible for recall to open positions where the position is open on or before the first school day of the third school year.

Teachers placed on the System Recall List shall be listed in the same order as that of the seniority list.

For positions opening after April 1 for the present school year, the Board will employ occasional teachers. Should the occasional teacher employed be a teacher on the System Recall List, the teacher's name will remain on the System Recall List. Teachers employed as an occasional teacher will have their employment terminated June 30.

The teacher shall forfeit all recall rights where:

- a) The teacher has been hired by another school Board as a teacher not including an occasional teacher or a continuing education teacher.
- b) The teacher has declined to accept a teaching position commensurate with the teacher's basic and additional qualifications and at the same or better level of assignment (part-time to full time), in the school from which they were declared redundant.
- c) The teacher has not provided the Director of Education, or Designate, with the new telephone number and address in writing.
- d) The teacher must be available for teaching within twelve (12) working days of notice of recall. Notwithstanding, where a teacher on recall is not currently employed, the teacher must be available for work within seven (7) days of notice of recall.

The Release of Surplus Staff provisions will only apply as long as teachers remain on the surplus list.

34:00 JOB POSTINGS

Subject to the recall and release of surplus staff provisions, where a permanent vacancy arises as a result of a death or resignation or permanent disability, the Board shall post such a vacancy to be effective the beginning of the next school year. The Board shall post the vacancy simultaneously internally and externally for five (5) days. Subject to program needs as determined by the Board, internal requests for transfers will be given first consideration.

35:00 REPLACEMENT OF ABSENT TEACHERS

If it is known by the Board at least thirty (30) days in advance that a teacher will be absent for at least two consecutive semesters, the Board will hire one or more teachers to cover the period of the leave only. Should the absent teacher not return for at least the next full semester, and advises the Board of such at least thirty (30) days in advance, the replacement teacher will continue the assignment. Should a teacher on leave be declared surplus, the replacement teacher's employment will be terminated as determined by the Board. At the end of the teacher's leave, the replacement Teacher's employment with the Board will automatically terminate. Teachers hired under this provision on a term basis will be eligible for all provisions of this Agreement, except for the Release of Surplus Staff provisions.

36:00 RESIGNATIONS

Secondary teachers can only resign effective the end of a semester. In order to resign effective the end of the first semester, the teacher must notify the Director of Education or Designate by December 31st or by May 30th to be effective before commencement of the next school year.

PAYROLL PROCEDURES

1. The Parties agree that the following will apply for payroll until the parties ratify a new collective agreement or have agreed otherwise.

Teachers earn salary at the rate of 10% of annual salary per month worked or 1/194 of annual salary per day worked if time worked includes a part month.

The annual salary rate of a half time teacher shall be one-half of the annual salary rate of a full time teacher having the same qualifications and experience.

Payment of salary will be made in twelve (12) equal installments as follows:

| | | |
|-----------------|--------------------------|----------------|
| September | (first working day) | 1 installment |
| September | (third last working day) | 1 installment |
| October | (" ") | 1 installment |
| November | (" ") | 1 installment |
| December | (" ") | 1 installment |
| January | (" ") | 1 installment |
| February | (" ") | 1 installment |
| March | (" ") | 1 installment |
| April | (" ") | 1 installment |
| May | (" ") | 1 installment |
| June | (" ") | 2 installments |
| 12 installments | | |

Each installment will represent 1/12 of the annual salary correct to two (2) decimal places.

Any deduction from regular pay will be calculated at a daily rate of 1/194 of annual salary.

Where a teacher is employed for less than a school year, any adjustment required in converting salary entitlement to the payment schedule will be made on the first or final payment as appropriate.

Payments will be deposited directly to the individual teacher's bank account as indicated by the teacher.

Payment of salary for part-time teachers will be made in accordance with the payment schedule on a prorated basis as determined by the fraction of the full-time teaching assignment being taught.

2. The Parties agree that effective September 1, 1998, the Board shall deduct, for every pay period and for each teacher, union dues and any dues deductible. Bargaining Unit dues deducted in accordance with this Article shall be forwarded to the Treasurer at OSSTF within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues calculated on an uniform basis.

The payment shall be accompanied by a dues submission list showing the names, SIN, and dues deducted. Upon the request of the Union, at the beginning of each school year the Board will provide the annual salary rate.

The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and from any liability as a result of such deductions authorized by the Union.

3. The Parties agree, that in the event that a teacher transfers from a predecessor Board area to another area of the Keewatin-Patricia District School Board, the collective agreement of the newly assigned predecessor Board area will apply to the teacher until such time as a new collective agreement is ratified or the parties agree otherwise.

**KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD
SECONDARY GRIEVANCE REPORT FORM**

DATE: _____

A. This grievance is being raised by:

_____ on behalf of:

B. Details of Grievance (relates to interpretation, application or alleged violation of a specific Section or section of the collective agreement).

i) Facts giving rise to the grievance

ii) Specific Section(s) of collective agreement allegedly violated

iii) Contention as to how there has been a misinterpretation, misapplication or alleged violation

C. Relief requested (state the relief demanded by the grievance)

AGREEMENT OF CONTRACT

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board the Bargaining Unit of the Ontario Secondary School Teachers' Federation, Keewatin-Patricia District, at a meeting held on October 2, 1998. It is further certified that this agreement was ratified by the Keewatin-Patricia District O.S.S.T.F. on or about October 13, 1998, and ratified by the Keewatin-Patricia District Board of Education on October 5, 1998.

Dated at Dryden, Ontario, this 15th day of December, 1998

FOR THE KEEWATIN-PATRICIA
DISTRICT SCHOOL BOARD

FOR THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION – KEEWATIN-PATRICIA
DISTRICT

N. Ewen, Board Chair

D. Rhind, President
Ontario Secondary School Teachers' Federation-
Keewatin-Patricia District

D. McLeod, Director of Education

M. Tinkess, Chief Negotiator
Ontario Secondary School Teachers' Federation-
Keewatin-Patricia District

INDEX

| ARTICLE | | PAGE |
|---------|------------------------------------------|------|
| 14:00 | ACTING ADMINISTRATIVE POSITIONS..... | 5 |
| 11:00 | ALLOWANCE FOR TEACHER EXPERIENCE..... | 4 |
| 4:00 | AMENDMENTS..... | 1 |
| 16:00 | BENEFIT PLANS..... | 6 |
| 15:00 | CONTINUING EDUCATION TEACHERS..... | 5 |
| 2:00 | DEFINITIONS..... | 1 |
| 28:00 | DISCIPLINE..... | 15 |
| 21:00 | FEDERATION DAYS..... | 13 |
| 8:00 | GRIEVANCE AND ARBITRATION PROCEDURE..... | 2 |
| 23:00 | INSTRUCTIONAL TIME..... | 13 |
| 34:00 | JOB POSTINGS..... | 18 |
| 25:00 | JOB SHARING..... | 14 |
| 30:00 | JUST CAUSE..... | 15 |
| 19:00 | LEAVES..... | 8 |
| 10:00 | LEVEL PLACEMENT..... | 4 |
| 7:00 | MANAGEMENT RIGHTS..... | 2 |
| 24:00 | MAXIMUM CLASS SIZE..... | 14 |
| 22:00 | O.H.S.A..... | 13 |
| 13:00 | P.A.R. ALLOWANCE..... | 5 |
| 27:00 | PROBATIONARY PERIOD..... | 15 |
| 26:00 | PROFESSIONAL DEVELOPMENT..... | 15 |
| 6:00 | PURPOSE..... | 1 |
| 5:00 | RECOGNITION..... | 1 |
| 12:00 | RELATED EXPERIENCE..... | 5 |
| 3300 | RELEASE OF SURPLUS STAFF..... | 16 |
| 35:00 | REPLACEMENT OF ABSENT TEACHERS..... | 18 |
| 36:00 | RESIGNATIONS..... | 18 |
| 17:00 | RETIREMENT GRATUITY..... | 7 |
| 9:00 | SALARY GRID..... | 3 |
| 1:00 | SCOPE..... | 1 |
| 18:00 | SICK LEAVE..... | 8 |
| 32:00 | STAFFING..... | 15 |
| 29:00 | TEACHER EVALUATION..... | 15 |
| 3:00 | TERM..... | 1 |
| 31:00 | TRANSFERS..... | 15 |
| 20:00 | W.S.I.B. AND EMPLOYMENT INSURANCE..... | 13 |