

2008-2012

COLLECTIVE AGREEMENT

Between

THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD

And

**THE TEACHERS' BARGAINING UNIT OF
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 5A - NORTHERN SHIELD**

11892 (05)

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***As of signing on Thursday February 11th, 2010. Appendices I & K were pending language confirmation and will be forwarded upon signatures*

1:00 SCOPE

- 1:01 This Agreement shall apply to all OSSTF regular day school teachers, alternative education teachers, and continuing education teachers employed by the Board.
- 1:02 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 worksites 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

- 2:01 The Teachers of OSSTF District 5A, Northern Shield, shall mean the Secondary Teachers employed by the Keewatin-Patricia District Board of Education to teach students in courses on the day school or continuing education registers.
- 2:02 Board/Employer shall mean the Keewatin-Patricia District School Board.
- 2:03 Federation shall mean the Ontario Secondary School Teachers’ Federation or OSSTF.
- 2:04 Day, unless otherwise indicated, shall mean a school day or working day as defined in *The Education Act*.
- 2:05 A school year shall consist of the minimum number of days as defined in *The Education Act*.

3:00 TERM

- 3:01 The collective agreement is effective September 1st, 2008, and shall remain in effect until August 31st, 2012 and from year-to-year thereafter unless notice is given by either party pursuant to the *Labour Relations Act*.
- 3:02 Either party may notify the other, in writing within the period commencing May 1st 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*.
- 3:03 If either party gives notice of its desire to negotiate, the parties shall meet within fifteen (15) days of receipt of the notice.
- 3:04 This agreement shall supersede all such prior agreements between the parties and shall form the basis for the determination of all salaries and other terms and conditions defined herein.

4:00 AMENDMENTS

- 4:01 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.
- 4:02 Any changes to the agreement shall be subject to ratification of the membership with the exception of letters of agreement or understanding which shall be in full force and effect for the currency of the agreement.
- 4:03 A current copy of the Collective Agreement shall be maintained on the KPDSB-HR Website, including any amendment(s), addition(s), deletion(s), letter(s) of understanding, and letter(s) of agreement that are agreed upon after the ratification of this dated and signed collective agreement. If any changes occur to the original 2008-2012 Collective Agreement, necessitating an updating of the Collective Agreement on KPDSB-HR website, that contains the names or any personal information that may lead to the identity of a member, it will not be included as an update on the KPDSB-HR website. The decision as to whether the Letter will be posted on the website will be at the sole discretion of the Board.

5:00 RECOGNITION

- 5:01 The Employer recognizes the right of the OSSTF as the sole and exclusive bargaining agent for 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 fulfill the requirements for OSSD.
- 5:02 The Employer also recognizes the right of OSSTF to authorize 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 OSSTF 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 OSSTF, in writing, whenever the need arises.
- 5:04:01 The Employer further recognizes the right of OSSTF to represent a member at any meeting which is disciplinary or may lead to disciplinary action.
- 5:04:02 An employee has the right to request representation from the Union during any meeting with the employer.

- 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.
- 5:06 The Board recognizes that only Vice-Principals, Principals and Supervisory Officers may evaluate teachers.
- 5:07 The Board agrees that comments made by students and/or parents in reference to a teacher, where such comment is deemed negative, shall have the teachers name blacked out on those report cards or IEPs.
- 5:08 The Board recognizes that all appendices and letters of agreement attached to the agreement shall form part of the agreement.
- 5:09 Employees appointed to Board/worksite committees by the Board shall not have any official status as OSSTF representatives on the committee without OSSTF authorization. The Bargaining Unit has the sole right to appoint OSSTF members who represent OSSTF to OSSTF-Board/worksite committees.
- 5:10 The Board agrees to provide a copy of this agreement to each member within thirty (30) days of signature by both parties, and to newly hired teachers within ten (10) working days of the teacher's first work day.
- 5:11 The Board agrees to provide each newly hired teacher with a written acknowledgement of time and date of hire for the purposes of seniority and the College of Teachers.
- 5:12 The Board shall consult with the Federation prior to implementing or changing any policy and/or procedure that has a direct impact on secondary teachers.
- 5:13 The Bargaining Unit has a right and responsibility to know the identities, qualifications, and location of its members. The Board agrees to submit this information in writing (staff updates including all leaves, resignations, retirements, and new hires) to the TBU Benefits' Officer and TBU President at the beginning of each semester and within two (2) weeks of any staffing change.
- 5:14 The President of the Bargaining Unit shall notify the Employer in writing of the names of its representatives as follows: Executive Officers and Branch Presidents, and respective contact numbers, following the biannual elections or subsequent changes.
- 5:15 At the discretion of the Board the Union shall be allowed to carry out Union business on the Employer's premises.

5:16 At the Board's discretion, the Union may be allowed to use the Employer's courier, e-mail systems and fax machines located in the workplace for the purpose of communications between the Union and its members. Such use shall be at no cost to the Union.

6:00 PURPOSE

6:01 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 RIGHTS AND RESPONSIBILITIES

7:01 a) The Union acknowledges that it is the exclusive function of the Employer to administer and manage all affairs of the Board; maintain order, discipline and efficiency; hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided any claim that the Employer has exercised the above rights in a manner inconsistent with the terms of this agreement may be the basis of a grievance.

b) The Employer agrees that it will not exercise its management rights in a manner that is in bad faith, or that is inconsistent with the terms and provisions of this Agreement or the prevailing statutes governing education and labour in the province of Ontario.

7:02 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.

7:03 Both parties to this Agreement agree to abide by all applicable laws and regulations including but not limited to the Ontario Human Rights Code, the Canadian Charter of Rights and Freedoms, the Ontario Labour Relations Act, and the Municipal Freedom of Information and Protection of Privacy Act.

7:04 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 teacher who has not completed the probationary period.

7:05 The Board shall collect and manage personal documents and information including criminal background checks, in a secure manner that provides for confidentiality and privacy for employees, and accessible only to the Director of Education, Manager of Human Resources or Designated staff (such personnel shall not be members of the bargaining unit). The Board shall pay all costs associated with the member providing a

criminal background check in accordance with Regulation 521 as it pertains to existing staff provided they use the Board Designated Collection Method.

7:06 The Board shall not release any information about a teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal obligations.

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) OSSTF.
- 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 personal delivery (including e-mail with "read receipt") to the party concerned.

- g) An arbitrator or arbitration board may extend the time for the taking of any step in the grievance procedure under a collective agreement, despite the expiration of the item, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- h) Both parties agree to respect the timelines outlined herein.
- i) A grievance may be launched by either party 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 by providing written notification to the other party.
- k) All written grievance correspondence from the Union shall be forwarded to the Director through the office of the Human Resources Manager. All written grievance correspondence from the Board shall be forwarded to the TBU President through the office of the TBU Grievance Officer.

8:02 **Step 1 - Informal Procedure**

- a) If a teacher claims to have a complaint, the teacher and the OSSTF Branch President, or Designate, 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 becoming aware of the occurrence giving rise of the incident. An attempt shall be made to resolve the complaint informally.
- b) If the complaint is not resolved informally, the issue shall proceed to Step 2, unless withdrawn by the grievor, or placed on the Agenda, with mutual consent of the parties, for the next Joint Relations Committee Meeting (JRC) for a round table discussion with the purpose of resolving the conflict locally.

8:03 **Step 2 - Director of Education**

- a) 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, in Step One, including through the JRC meeting process.
- b) The Director of Education, or Designate shall forward their written decision to the grievor(s) within ten (10) days of receipt of the Statement of Grievance.

- c) The Board may initiate a formal, written grievance on the form outlined in Appendix B, 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.
- d) The Bargaining Unit may initiate a formal, written grievance on the form outlined in Appendix B, 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 B shall be used in the filing of grievances.

9:00 SALARY GRID

- 9:01 a) The effective date for annual grid advancements shall be the first day of the school year.
- b) For the term of this collective agreement salary increases shall be as follows:

Effective the first day of the 2008-2009 school year (3%)				
	Group 1	Group2	Group3	Group4
0	\$43,061	\$44,834	\$48,366	\$50,663
1	\$45,515	\$47,568	\$51,333	\$53,890
2	\$47,966	\$50,306	\$54,303	\$57,116
3	\$50,419	\$53,039	\$57,269	\$60,342
4	\$52,866	\$55,773	\$60,235	\$63,566
5	\$55,321	\$58,510	\$63,204	\$66,793
6	\$57,771	\$61,245	\$66,171	\$70,017
7	\$60,223	\$63,982	\$69,140	\$73,243
8	\$62,674	\$66,717	\$72,108	\$76,468
9	\$65,126	\$69,454	\$75,076	\$79,695
10	\$67,686	\$72,219	\$78,258	\$83,240
11	\$70,656	\$75,389	\$81,691	\$86,895

Effective the first day of the 2009-2010 school year (3%)				
	Group 1	Group 2	Group3	Group 4
0	\$44,353	\$46,179	\$49,817	\$52,183
1	\$46,880	\$48,995	\$52,873	\$55,507
2	\$49,405	\$51,815	\$55,932	\$58,829
3	\$51,932	\$54,630	\$58,987	\$62,152
4	\$54,452	\$57,446	\$62,042	\$65,473
5	\$56,981	\$60,265	\$65,100	\$68,797
6	\$59,504	\$63,082	\$68,156	\$72,118
7	\$62,030	\$65,901	\$71,214	\$75,440
8	\$64,554	\$68,719	\$74,271	\$78,762
9	\$67,080	\$71,538	\$77,328	\$82,086
10	\$69,717	\$74,386	\$80,606	\$85,737
11	\$72,776	\$77,651	\$84,142	\$89,502

	Group 1	Group 2	Group 3	Group 4
0	\$45,684	\$47,564	\$51,312	\$53,748
1	\$48,286	\$50,465	\$54,459	\$57,172
2	\$50,887	\$53,369	\$57,610	\$60,594
3	\$53,490	\$56,269	\$60,757	\$64,017
4	\$56,086	\$59,169	\$63,903	\$67,437
5	\$58,690	\$62,073	\$67,053	\$70,861
6	\$61,289	\$64,974	\$70,201	\$74,282
7	\$63,891	\$67,878	\$73,350	\$77,703
8	\$66,491	\$70,781	\$76,499	\$81,125
9	\$69,092	\$73,684	\$79,648	\$84,549
10	\$71,809	\$76,618	\$83,024	\$88,309
11	\$74,959	\$79,981	\$86,666	\$92,187

Effective the first day of the 2011-2012 school year (3%)				
	Group 1	Group 2	Group 3	Group 4
0	\$47,055	\$48,991	\$52,851	\$55,360
1	\$49,735	\$51,979	\$56,093	\$58,887
2	\$52,414	\$54,970	\$59,338	\$62,412
3	\$55,095	\$57,957	\$62,580	\$65,938
4	\$57,769	\$60,944	\$65,820	\$69,460
5	\$60,451	\$63,935	\$69,065	\$72,987
6	\$63,128	\$66,923	\$72,307	\$76,510
7	\$65,808	\$69,914	\$75,551	\$80,034
8	\$68,486	\$72,904	\$78,794	\$83,559
9	\$71,165	\$75,895	\$82,037	\$87,085
10	\$73,963	\$78,917	\$85,515	\$90,958
11	\$77,208	\$82,380	\$89,266	\$94,953

9:02 Special Allowances

- a) Allowance for Master's Degree
- | | | |
|--|---|-----------|
| Effective the first day of the 2008-2009 school year | - | \$927.00 |
| Effective the first day of the 2009-2010 school year | - | \$954.81 |
| Effective the first day of the 2010-2011 school year | - | \$983.45 |
| Effective the first day of the 2011-2012 school year | - | \$1012.96 |

- b) 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.
- c) Allowance for extra undergraduate degree (excluding B.Ed.) shall be grandparented for those employees on staff as of September 30, 2000.

Effective the first day of the 2008-2009 school year	-	\$604.61
Effective the first day of the 2009-2010 school year	-	\$622.75
Effective the first day of the 2010-2011 school year	-	\$641.43
Effective the first day of the 2011-2012 school year	-	\$660.67

9:03 Salary Payment

- 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 1/194 of annual salary per day worked if time worked is less than a full year.

The annual salary rate of a part-time teacher shall be prorated based on 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	(“ “)	<u>2</u>	installments
			12 installments

Any deduction for short term absences will be calculated at a daily rate of 1/200 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 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 of 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 a 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 of each teacher.

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 to meet with the Board and other bargaining units to discuss and recommend a common payroll schedule.
4. On or before September 30th, the Board shall provide to each teacher, a letter listing the following information:
 - a. grid placement (classification and experience)
 - b. salary
 - c. allowances
 - d. sick leave credits
 - e. an explanation of the acronyms used on the pay

10:00 LEVEL PLACEMENT

- a) The placement of teachers in their respective groups shall be determined in accordance with the Current Certification Plan of OSSTF. These Certification Rating Statements are the only statements acceptable for verification of placement on the salary schedule.
- b) Teachers who have not presented their Certification Rating Statement shall be paid at the minimum of Group 1 plus any qualified teaching experience.

- c) When a course or courses which result in a group change have been completed before June 30th of the current school year, and the O.S.S.TF. Certification Rating Statement has been received by the Board by August 31st of the current school year, the salary adjustment shall be retroactive to September 1 of the current school year. In no case shall this adjustment be protected beyond August 31st of the current school year.
- 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 for Initial Placement

Teachers employed by the Keewatin-Patricia District School Board on September 1, 2008, will be deemed to be placed appropriately on the salary grid.

- a) Effective September 1, 2008, 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 (including long-term occasional and continuing education teacher experience in Canada) 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 ten (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 (i.e. anything equal to 0.5 or higher equals one full year). Implementation of this clause shall not adversely affect experience credited prior to August 31st, 1998.

- d) It is the responsibility of the teacher to present their teaching experience information no later than June 30th of the school year in which they began their employment with the Board. (*Effective 2009-2010 school year*)

11:02 Calculation of Teaching Experience for Grid Progression

At the beginning of each school year, all teachers who have accumulated .5 or more years of experience (with the Keewatin-Patricia District School Board) since their last grid progression shall advance one year on the grid.

12:00 RELATED EXPERIENCE

- 12:01 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.
- 12:02 For teachers employed as of September 1st, 1998, any recognized related trade or business experience shall continue.
- 12:03 Effective September 1st, 2002, 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 in grid category for salary purposes. At the Board's discretion, additional experience for salary purposes may be recognized.
- 12:04 Years of related experience will be equated to qualified teaching experience on a one-to-one basis to a maximum in grid category (Effective September 1st, 2002). 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.
- 12:05 The years recognized for related experience will be added to the years recognized for base experience.
- 12:06 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 POSITIONS OF ADDED RESPONSIBILITY AND S.A.T. POSITIONS

- 13:01 P.A.R. means Position of Added Responsibility.

13:02 The following structure shall be used for staffing for the term of this collective agreement.

Beaver Brae S.S.	8	Red Lake D.H.S.	4
Dryden H.S.	8	Ignace Secondary	3
Queen Elizabeth D.H.S.	4		

Total: 27 P.A.R. positions which may be shared (i.e. two 0.5 positions)

13:03 All current P.A.R. appointments will expire effective June 30, 2009. Effective the first day of the 2009-2010 school year, all P.A.R. appointments will have two (2) year terms.

13:04 Postings for P.A.R. positions will occur prior to April 30, 2009. These positions shall be posted in the worksite for one (1) week prior to any interviews/selection process for the positions. The person holding a P.A.R. position may re-apply for the position.

13:05 The distribution and duties of these positions shall be determined by the ISWRC. Any changes to the duties or number of P.A.R. positions (i.e. splitting of duties or P.A.R. positions after the initial posting and staffing of P.A.R. positions) must be brought to the ISWRC for its approval or amendment.

The school-based PAR structures may include the following curriculum subject groupings. Additional or alternative combinations of the following groupings may be determined by the ISWRC.

The following subject grouping will form a guideline for the structure:

Languages (F, L) and Native Studies (N), including French, Ojibwe, Native Studies

Mathematics (M), including Numeracy

Business (B) and Technological Studies (T, I), including Transportation, Construction, Communications, Hospitality Services, Computer Science, Computer Applications, Tech & Design, Accounting, Information Technology, Specialist High Skills Major

Fine & Performing Arts (AV, AD, AM), including Drama, Visual Arts, Music

Applied Sciences (S), including Physics, Chemistry, Biology, General Sciences

Special Education & Student Services including Special Education (K, RCW), Guidance & Student Services (GL, GP), Career Studies, Leadership, Not for Credit (K) courses

English (E), including Media Studies, Literacy

Social Sciences (CG, CH, CL) and Humanities (H), including History, Geography, Family Studies, Philosophy, Civics, World Religions

Physical & Health Education (P), including Kinesiology, Outdoor/Environmental Education

Alternative Education Programs, including ILC Programs, Connections, eLearning, PASS, UAP, Co-operative Education, Credit Recovery, Section 23, OYAP and any new Alternative Education Program that may be created over the life of this collective agreement.

13:06:01 A specialist or honour specialist qualification in one or more of the subjects taught in the Area, will be an important consideration in appointing teachers to PAR positions. A teacher may not receive a portion of a PAR allowance or position that exceeds their FTE teaching assignment.

13:06:02 Teachers shall have a minimum of five (5) years of teaching experience to be eligible to apply for a PAR.

13:07:01 Teachers in a PAR shall:

- a) assist the Principal by recommending the assignments and timetable allotments of the teaching staff in implementing the academic program in their area;
- b) provide direct assistance and mentorship to the teachers in their area;
- c) make recommendations to the Principal regarding budget, equipment and/or facility requirements in their area;
- d) perform other duties as agreed upon by the ISWRC

13:07:02 Teachers in a PAR shall not perform any aspect of a performance evaluation on another member.

13:08 In-School Workload Review Committee

- a) There shall be an In-School Workload Review Committee in each school.
- b) The In-School Workload Review Committee (ISWRC) shall consist of the Principal, a Vice-Principal, and the Branch President or Designate from the Branch Executive and the Branch CBC representative or Designate from the Branch Executive. For schools without a secondary Vice-Principal, the Committee shall consist of the Principal and the Branch President or Designate.

13:09 The allowance for shared positions shall be prorated.

Effective the first day of the 2008-2009 school year - \$4,557.75

Effective the first day of the 2009-2010 school year	-	\$4,694.48
Effective the first day of the 2010-2011 school year	-	\$4,835.32
Effective the first day of the 2011-2012 school year	-	\$4,980.38

- 13:10 The contractual requirements for the distribution of alternative professional assignments shall apply, including supervisions, on-calls, student and staff mentoring.
- 13:11 Once the P.A.R. structure has been determined, the same committee shall determine the descriptions for those roles.
- 13:12 The P.A.R. structure shall be re-evaluated by the ISWRC at the end of a two (2) year term with changes made where necessary.
- 13:13 In the event of a permanent vacancy in a P.A.R. position before the end of the two year term, the position will be posted in the worksite for two (2) weeks prior to any interviews/selection process for the position. Appointments will be for the remainder of the two year term of the original position.
- 13:14 In the event of a temporary vacancy in a P.A.R. position, the position will be posted in the worksite for two (2) weeks prior to any interviews/selection process for the position. The position will be a term position until the return of the incumbent or for the remainder of the two year term of the original position, whichever occurs first.
- 13:15 Should there be any changes to legislation and/or Regulation during the term of this collective agreement, that would increase the number of PAR positions and/or remuneration of these positions to a level exceeding the current number and/or remuneration of these positions, the Parties agree to meet forthwith to negotiate the changes to this Article and any other related Articles in this Collective Agreement.
- 13:16 A teacher holding a PAR shall not simultaneously hold a SAT position. An individual holding a SAT position may be appointed to a PAR when no suitable candidate applies.
- 13:17 PAR and SAT positions shall be posted internally on a school by school basis in May of the year in which the two (2) year term ends. In May, 2009, all existing PAR and SAT positions expire and shall be posted.
- 13:18 SAT means Special Assignment Teacher.
- 13:19 Special Assignment Teachers (SATs) are staffed at the discretion of the Board and are beyond the staffing requirements of the collective agreement. Where the Board determines that there will be S.A.T. positions, the following shall apply:

- a) A teacher must have a minimum of five (5) years of teaching experience to be eligible to apply for a SAT position.
 - b) A specialist or honours specialist, in the area of focus for the SAT position being applied for, will be an important consideration in appointing teachers to SAT positions.
- 13:20 a) SAT positions are generated for the implementation and support of Ministry and Board initiatives, on a two year term basis. SAT positions are to have a maximum term of two years. Normally, upon the end of their two year SAT term, the teacher shall return to the classroom in their home school. They do not become eligible to be considered for new or reposted SAT positions for a two year period following the conclusion of their two year term. Teachers are not permitted to hold a SAT position for two consecutive terms, whether it is a reposted SAT position, or a newly created one.
- 13:20 b) Should no other qualified applicants apply for a posted SAT position at the end of the two year term, the teacher ending their two year assignment, despite 13:20 a) above, will become eligible to reapply to a reposting of the SAT position.
- 13:21 a) A complete job description, including but not limited to travel expectations, School and Board level expectations, are to be included with the initial posting before any interviews/selection process is initiated. Any proposed changes to the job descriptions must be presented to the Bargaining Unit President prior to being approved for implementation.
- b) Unsuccessful applicants for SAT positions will be offered a debriefing. A debriefing will also be offered to an incumbent if the Principal determines that the incumbent is not suitable for the position.
- 13:22 Teachers in a SAT position shall not perform any aspect of performance evaluation on another member.
- 13:23 The contractual requirements for the distribution of alternative professional assignments shall apply, including supervisions, on-calls, student and staff mentoring.
- 13:24 Where SAT positions are created, positions shall be advertised internally at all worksites within the attendance area.
- 13:25 In the event of a permanent vacancy in a SAT position before the end of the two year term, and there is a decision to replace, the position will be posted in the worksite for two (2) weeks prior to any interview/selection process for the position. Appointments shall be for the remainder of the two year term of the original position.

13:26 In the event of a temporary vacancy in a SAT position, and there is a decision to replace, the position shall be posted in the worksite for two (2) weeks prior to any interviews/selection process for the position. The position will then be a term position until the return of the incumbent or for the remainder of the two year term of the original position, whichever occurs first.

13:27 The same individual shall not simultaneously hold a PAR (13:01) and a SAT position (13:18).

14:00 ACTING ADMINISTRATIVE POSITIONS

14:01 Teachers Seconded to Perform Vice-Principal Duties on a Temporary Basis

- a) Subject to the provisions set out below, a teacher may be seconded for an anticipated specific term of at least ten (10) regular school days to fulfill the duties of a Vice-principal position. Such term will not exceed ninety-five (95) regular and consecutive school days. The teacher seconded shall not be a member of the bargaining unit during the period of secondment.
- b) During the period of secondment, the teacher shall participate in the teachers' benefits plan.
- c) A decision of the Board to terminate a teacher's assignment to a Vice-Principal position shall not be considered disciplinary. Nothing in this article prevents a teacher from returning to their teaching duties within the Bargaining Unit, subject to a clear five (5) days notice to the Principal.
- d) Upon the termination of the secondment of between 10 and 95 consecutive school days, the teacher shall be placed in the teaching position held by her/him prior to the secondment, unless the position has ceased to exist, in which case the teacher will be placed in a comparable position as may be determined by the Board in consultation with the TBU president. The teacher shall resume membership in the Bargaining Unit without loss of seniority.
- e) A teacher seconded to perform the duties of a Vice-principal shall be replaced by an occasional teacher.
- f) Where a Vice-Principal vacancy exists, the Board undertakes to attempt to fill the vacancy with a qualified candidate as soon as is practical.
- g) Secondment of a teacher to perform the duties of a Vice-principal on a temporary basis, including the decision whether to assign a teacher at all, shall be at the sole discretion of the Superintendent of Education.

14:02 Teacher-In-Charge on a Day-to-Day basis

Where a teacher is assigned by a Principal or Vice-principal, in advance and in writing where practical, as the teacher-in-charge of the school on a temporary basis for at least one (1) full and regular school day, but not more than nine (9) consecutive days, and in

accordance with the foregoing, except with the consent of the Union, the following shall apply:

- a) A Teacher may substitute for an absent School Administrator on a temporary basis for a maximum of fifteen (15) days in a school year. For the purpose of this article, a teacher-in-charge for a half day will be deemed to be in the position for a full day.
- b) Where the teacher is assigned to be in-charge of the school on a temporary basis, they shall be released from their regular duties as a teacher.
- c) If the teacher assigned is a classroom teacher, he or she shall be replaced by an occasional teacher in respect of his or her classroom teaching assignment only. For clarification, if the assigned teacher's regular duties require him or her to be a classroom teacher for only $\frac{1}{2}$ of the regular school day, then an occasional teacher replacement shall be a one-half day assignment only.
- d) Except in the case of emergency, no on-calls are to be assigned to cover the in-charge teacher's classes or supervisions.
- e) The teacher shall retain all rights as outlined in this collective Agreement
- f) The teacher acting on a day to day basis shall receive the same protection from personal liability for performance of job duties as a regular school administrator while they are in the position.
- g) The teacher shall be remunerated at 1/194 of Year 0 of the Vice Principal salary grid for each day that they are in the assignment.
- h) While a teacher is acting as a Teacher In Charge on a day to day basis, they shall not evaluate or discipline teachers or other school staff.
- i) Denial or cancellation of a Teacher In Charge assignment shall not be considered disciplinary.

15:00 CONTINUING EDUCATION TEACHERS

15:01 The 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.

- i) Continuing Education Teacher means a teacher employed by the Board to teach a secondary school credit course established in accordance with *The Education Act* for which membership in the Ontario College of Teachers is required by the Regulations in combination with non-credit courses.
- ii) The terms and conditions of Continuing Education Teachers do not apply to Continuing Education Instructors.

iii) A full-time Continuing Education teacher shall teach an average of six (6) hours or more per day (an average of 120 hours or more per month) for one or more semesters.

iv) Sick leave will be credited to all Continuing Education Teachers at one (1) day per month non accumulative from year-to-year.

15:02 The purpose of this Article is to specify the entitlement to salary, allowances, and other mutually agreed items. No other provisions of this Collective Agreement shall apply to Continuing Education Teachers unless expressly indicated, as follows:

i) For all Continuing Education Teachers

1:00	Scope
2:00	Definition
3:00	Term
4:00	Amendments
5:00	Recognition
6:00	Purpose
7:00	Rights and Responsibilities
8:00	Grievance and Arbitration Procedure
9:03	2. Union Dues
20:00	WSIB and Employment Insurance
22:00	OH & SA – to be developed and reviewed
28:00	Teacher Evaluation – to be developed specific to Continuing Education Teachers

ii) For 0.5 FTE or greater Continuing Education Teachers:

16:00	Benefits
19:00	Leaves – Jury Duty/Summons, Bereavement, Compassionate, Quarantine, Pregnancy/Parental, Family Medical Leave, Compassionate Care Benefits, Leave of Absence – Short Term, Inclement Weather

15:03 Continuing Education Teachers shall be paid an hourly rate as follows:

Effective the first day of the 2008/2009 school year	- \$38.71
Effective the first day of the 2009/2010 school year	- \$39.87
Effective the first day of the 2010/2011 school year	- \$41.06
Effective the first day of the 2011/2012 school year	- \$42.30

15:04 **Payroll Procedures**

Continuing Education Teachers who are not employed as day school teachers shall be paid on a bi-weekly basis, by direct deposit into the account designated by the teacher.

- 15:05
- i) All Full Time Continuing Education Teachers shall have a minimum forty (40) minute uninterrupted lunch.
 - ii) All Full Time Continuing Education Teachers shall be permitted a fifteen (15) minute paid rest period both in the first half and second half of the normal work day.
 - iii) For all Full Time Continuing Education Teachers, the Board recognizes the following as paid statutory holidays:

New Year's Eve (1/2 day)	August Civic Holiday – if applicable
New Year's Day	Labour Day – if applicable
Good Friday	Thanksgiving Day
Easter Monday	Christmas Eve (1/2 day)
Victoria Day	Christmas Day
Dominion Day – if applicable	Boxing Day
Family Day	

Should another statutory holiday be proclaimed – it shall be recognized
 - iv) In no event shall a Continuing Education teacher receive less pay for statutory holidays than that provided by the Employment Standards Act and Regulations and the Ontario Education Act.
 - v) A member shall not lose holiday pay if the holiday falls during an absence when ~~sick~~ leave credits are being used. The day will be paid as a statutory holiday rather than a sick leave day.

15:06 At the beginning of September, the Board shall forward to the President of the Bargaining Unit, a list of Continuing Education Teachers. Names of teachers hired subsequent to September will also be forwarded, within five (5) days of the teacher accepting the Continuing Education position.

15:07 Full Time Continuing Education Teachers may participate in professional development days with pay should the supervising Principal deem it relevant.

16:00 BENEFIT PLANS

16:01 A description of the benefit plans including premium deduction and remittance, direct payment by members is outlined in Appendix A of the Collective Agreement.

16:02 A contribution per member who works 0.5 FTE or greater, including both Day School Teachers and Continuing Education Teachers, shall be made by the Board to the OSSTF Benefit Plan for Teachers.

Effective 2008/2009	\$3,007.30
Effective 2009/2010	\$3,278.29
Effective 2010/2011	\$3,302.04
Effective 2011/2012	\$3,401.10

- 16:03 The Board agrees to make any deductions for optional benefit coverage. OSSTF Unit agrees to provide the information necessary for the Board to make these deductions.
- 16:04 The Board agrees to give OSSTF the membership information necessary to manage its plans. The Board shall submit a complete list of members within the first week of each semester. The Board shall submit any changes in the status of a member i.e. termination, retirement, going on leave or returning from leave, etc., including new hires within a week of the knowledge of the change.
- 16:05 The LTD benefits are teacher paid. The Board agrees to make any payroll deductions for this plan.
- 16:06 The Board agrees to inform OSSTF of any teacher absence extending longer than twenty (20) days for LTD purposes.
- 16:07 OSSTF shall hold the Board harmless from any liability associated within a violation of this Article.
- 16:08 The Board shall remit all premiums and deductions as outlined in the collective agreement to the agent authorized by OSSTF.

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:

Years of Service To the Board (10 to 20 Yrs)	X	Maximum 200 Unused Sick Leave Credits	X	Final Annual Salary
<u>20</u>		<u>200</u>		<u>2</u>

17:03 a) 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 retired in accordance with 17:02 immediately prior to the date of death shall be paid to the beneficiary of the teacher.

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

17:04 Method of Payment

a) The retirement benefit is to be paid in full within one year after the effective date, or as may be mutually agreed by the retiring Teacher and the Board. This payment can be paid in a lump sum or through installments as agreed upon between the member and the Board.

b) In the event of the death of an eligible retiring Teacher after the effective date but before receiving the retirement benefit, the benefit shall be paid to the retiring Teacher's estate.

17:05 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

18:01 A sick leave credit system is hereby established for every teacher who is under contract.

18:02:01 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 charged against the accumulated credits under this system.

18:02:02 Any concerns that arise to the confirmation of the number of sick days in a member's Sick Leave Credit, may be resolved through the Joint Relations Committee.

18:02:03 If resolution is not reached through 18:02:02, the matter shall be forwarded through Article 8:04 Grievance and Arbitration Procedure.

18:03 The Director of Education or Designate shall keep a register in which shall be entered the credits, the accumulated credits and the deductions charged against the accumulated credits. This information will be shared with the teachers semi-annually in September and February.

18:04 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.

18:05 Each eligible teacher shall be entitled to have 100% of the unused portion of their annual sick leave transferred annually to their accumulated sick leave credit, to a maximum of 220 days.

- 18:06
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 verifying to the inability of the employee to attend to his or her duties.
 2. Notwithstanding subsection 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.
 4. Where a teacher is required or requested by the Board or any provision of this Agreement to provide the Board with a medical certificate or other documentation prepared by a physician, practitioner, hospital or health facility, the employer will pay any associated costs directly to the service provider or to the affected teacher within 30 calendar days of receiving an invoice outlining such costs.

18:07 In cases where the absence is due to an accident covered 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.

18:08 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.

18:09 Those teachers who have already accumulated 220 or more sick leave days as of September 1st, 1998, shall be entitled to retain such accumulation.

18:10 Deductions from a teacher's sick leave account shall be made first from the current year's twenty (20) day account before deductions are made from the teacher's accumulated sick leave account.

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

- a) If a teacher is absent due to disability and is in receipt of benefits under a LTD plan, the teacher must request and will be granted a leave of absence for up to three (3) years. Beyond three (3) years a teacher shall lose all rights established by the collective agreement unless the teacher is in a rehabilitation program or is not declared permanently disabled with no likelihood to return to work.
- b) A teacher returning from LTD will be assigned to their former school subject to the Release of Surplus Staff provisions.

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 Principal or Designate.

19:04 Compassionate Leave

Employees may be granted five (5) days, 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 Superintendent.

One (1) additional day of compassionate leave may be granted by the Principal or designate for the purpose of attending the funeral of a close friend or a family member not covered by the bereavement leave clause.

19:05 **Personal Leaves**

- a) One personal leave day, which may be two (2) half-days, per school year shall be available to each full-time teacher who works the full 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**

- (i) At the discretion of the Board, teachers may be granted one (1) year's leave of absence without pay.
- (ii) Requests for leaves of absence, without pay, for more than one (1) year may be considered on their merits. Such leaves shall be for a maximum of two (2) years total.
- (iii) A teacher on long term leave of absence may participate in any of the Bargaining Unit'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.

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.

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

19:08 Leave of Absence – Short Term

A short term 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 short term 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 1/200 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 short term leave of absence is for a period of more than twenty (20) consecutive teaching days, the following shall apply:

- i) The teacher on short term leave may continue participation in the Bargaining Unit's 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 short term leaves of absence shall be accompanied by a written recommendation from the Principal.

A teacher granted a short term 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 **Deferred Salary Leave**

a) **Purpose**

The purpose of the plan is to fund a leave of absence. 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.

The Teacher is expected to return to regular employment with the Board for a period at least as long as the leave.

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 no 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. The leave of absence must commence no later than six years after the date on which the salary deferral begins.
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 twenty (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 their same or similar position.
2. 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.

e) **Payment Formula**

1. During the non-leave portions of the individual scheme (The "X" years), the participating teacher shall be paid their 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. The deferred salary amount shall be invested in an individual Deferred Salary Leave Plan account established by the Board for the Teacher in the Board's financial institution at the negotiated bank rate for credit interest paid. 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. Any interest earned by the Deferred Salary Leave Plan account during each calendar year will be paid to the teacher and included on a T4 or T4A for the taxation year that it is earned.
4. 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.

i) **Withdrawal, Redundancy and Death**

1. A participating Teacher may not withdraw from the Plan on or after March 15th of the year in which his/her leave is to commence.
2. A participating Teacher may withdraw from the Plan at any time prior to March 15th of the year in which the leave is to commence by delivering written notice of withdrawal to the Human Resources Manager.
3. A participating Teacher who becomes redundant prior to the commencement of leave under this Plan shall be deemed to have withdrawn from the Plan.
4. A participating Teacher who withdraws from the Plan under the circumstances of 2. or 3. 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 Superintendent of Business. This shall also hold true should a Teacher die after the commencement of the leave.

19:10 **Pregnancy/Parental Leave**

I. **Pregnancy Leave**

- a) Pregnancy leave means unpaid leave taken for the purpose related to giving birth in accordance with the Employment Standards Act.
- b) Teacher must give the Board written notice at least two (2) weeks prior to the start of the pregnancy leave.
- c) For the period of the statutory pregnancy leave, payments made according to the Supplementary Employment Benefit (SEB) Plan will consist of the following:
 1. a) The Board shall provide for teachers on pregnancy leave, a SEB Plan providing for payment for the two (2) week waiting period for EI benefits of 100% of normal weekly earnings. No such supplementary payment shall be made during the month of July and August unless a day during these months is designated as a school day. Should a day be deemed a school day, that day will count as being one of the days for which a SEB payment will be paid
 - b) Supplementary (SEB) payments under this Article shall include pay for Statutory Holidays, Spring Break and Christmas Break.

2. **Post Delivery (Pregnancy Leave)**

Employees are also eligible to top-up their EI benefits, up to a maximum of six (6) weeks, (from their sick leave earnings bank *). To receive this supplement, an employee must supply Payroll with adequate information from HRSDC reflecting their weekly wage rate. The top-up pay will be the difference between what the employee receives from Employment Insurance and their normal pay (5/194). Pay will not exceed 100% of the employee's normal weekly earnings. No such supplementary payment shall be paid during the months of July and August unless a day during these months is designated as a school day. Should a day be designated a school day, that day will count as being one of the days for which a supplementary payment will be paid.

* Until HRDC Regulation 38 is changed, top-up pay will not be deducted from the employee's accrued sick leave credits.

Teacher's weekly earnings are 5/194th of the Teacher's annual salary.

- d) A teacher on Pregnancy Leave shall continue to be entitled to all rights, benefits, and privileges which the teacher would normally be entitled to under provisions governing Pregnancy Leave, including:
 - 1. accumulation of credit for sick leave and teaching experience
 - 2. participation in each type of benefit plan unless the teacher elects in writing not to do so
- e) The Board shall pay the benefit premiums as though the teacher was actively at work.
- f) The timing and length of the leave (to a maximum of seventeen (17) weeks) shall be at the discretion of the teacher, but may begin no earlier than seventeen (17) weeks before the expected birth date.

II. Parental Leave

- a) Parental leave means unpaid leave taken following the birth of a child or the coming of the child into the custody, care and control of a parent for the first time.
- b) A teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay.
- c) 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.
- d) The parental leave of a teacher who takes pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care, or control of a parent for the first time.
- e) The teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the teacher who is the parent of a child stops working because the child comes into the custody, care or control of a parent for the first time sooner than expected, in which case the parental leave begins on the day the teacher stops working. In such cases, the teacher must give the Board written notice that the teacher wishes to take leave within two (2) weeks after the teacher stops working.
- f) During parental leave, a teacher continues to participate in the Bargaining Unit benefit plan unless the teacher elects not to do so. The Board shall continue to make contribution to the benefit plans as though the teacher was actively at work.

- g) Teaching experience and sick leave credits will continue to accrue during parental leave.
- h) The Board shall pay the teacher 75% of the normal weekly gross earnings for the two (2) week waiting period if the parental leave is for the adoption of a child. No such supplementary payments shall be paid for any period during which no regular duties would have been performed.
- i) The Board shall grant a leave of two (2) paid days to a teacher for the purpose associated with the birth or adoption of a child.

III. Extended Parenting Leave

- a) Extended Parenting Leave means unpaid leave taken following the expiration of pregnancy leave and/or parental leave.
- b) The leave may extend up to two (2) years by mutual consent. Requests for extended parenting leave shall be submitted, in writing, by the teacher to the Board. The statement must include the length of the leave requested and the intended start date.
- b) During the leave, the teacher may participate in the Bargaining Unit group plan at 100% of the teacher's own expense provided the plan allows such participation.
- d) Teachers granted extended parenting leave must submit a written statement of their intention to return to work by March 1st.

19:11 Inclement Weather Leave

By Board Policy #804, Temporary Closing of Schools/Early Dismissal, effective September 2000. (Appendix C)

19:12 Graduation Leave

A teacher may use two (2) days per year for the purpose of attending graduation of the teacher, the teacher's spouse, or a dependant at the occasional teacher rate.

19:13 Leave Of Absence For Illness Of Children

Where no one at home other than the employee can provide for the needs during illness of an employee's dependent child an employee shall be entitled, after notifying their immediate supervisor, to use up to four (4) accumulated sick leave days per teacher per year to care for dependent children who are ill.

19:14 Family Medical Leave & Compassionate Care Benefits

The employer, upon notification from the employee, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000, for up to eight (8) weeks in duration. The employee shall provide written notification as soon as possible. The employee shall provide a certificate from a qualified health care practitioner stating that a family member (as defined in the Employment Standards Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

An employee on family medical leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the member been actively employed, including, but not limited to, the accumulation of credit for sick leave, seniority and experience as well as benefits.

An employee returning from family medical leave shall be reinstated to the same position held, in the same worksite prior to the leave, subject to the seniority, transfer, and surplus/redundancy articles.

The Employer shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.

19:15 Military Leave

- 19:15:00 In recognition of the significant contributions and services provided by the Canadian Armed Forces, military leave will be granted for eligible teachers as described in this Article.
- 19:15:01 For the purposes of this Article, ‘eligible teacher’ refers to a member who is enrolled as a Reservist in the Canadian Armed Forces.
- 19:15:02 Eligible teachers who wish to apply for Military Leave must forward their request, in writing, to the Manager of Human Resources. To be considered, all applications must be accompanied by appropriate documentation from the Canadian Armed Forces confirming the dates and purpose of the leave.
- 19:15:03 If the application is declined, the member will be given the reason in writing. Approval for Military Leave will not be unreasonably withheld.
- 19:15:04 Unpaid Military Leave may be granted for eligible teachers as follows:
- a) Up to 10 working days per calendar year to attend standard Reservist Training or duty periods;

- b) Up to 12 months to respond to a call of duty by the Canadian Armed Forces for domestic or international operations; and
- c) Members on loan to the Canadian Armed Forces shall be considered to be on a Short Term Leave of Absence.

19:15:05 As an authorized Leave of Absence, paid or unpaid, it shall be deemed not to interrupt continuous service. Teaching experience for purposes of increment shall accumulate during such leave, as per Article 11:01 a).

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 their net pay in full as follows:

The teacher shall continue to be paid 100% of salary for any W.S.I.B. compensable absence as long as the teacher has sick leave credits accumulated. For each day of absence, one quarter of a sick leave day shall be charged to the teachers' sick leave account. Upon expiry of the teachers' sick leave, payments shall be made directly to the teacher from W.S.I.B.

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 A Teacher who is eligible for and receives approval of a claim by the Workplace Safety and Insurance Board of Ontario shall be on paid leave of absence, with no reduction in salary or other rights under this agreement.

20:04 The Employment Insurance Rebate shall be paid to the Treasurer of the Bargaining Unit.

21:00 FEDERATION DAYS

21:01 a) A total of sixty (60) 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. Provincial Professional Development days shall not count toward the number of days outlined above. Release time for such days will only be provided subject to the availability of an occasional teacher.

- b) As it applies to Federation Days only, absences will be covered using an occasional teacher provided two (2) working days notice has been given prior to the leave occurring and that the leave is for a half or full teaching day. The Federation shall reimburse the Board for Federation Leave at the qualified occasional teacher rate. Effective September 1, 2005, the Federation shall reimburse the Board for each day of approved paid Federation Leave taken by the teacher at the applicable occasional teacher rate, unless no occasional teacher is used.
- c) Assignment and lesson plans shall be left by the teacher going on Federation Leave.
- d) It is agreed that leave days for the OSSTF President, Chief Negotiator and bargaining committee members shall not be included in the forty-five (45) days. However, the Federation shall reimburse the Board for each of these days at the occasional teacher rate for the bargaining committee members.

21:02 Federation Release

- a) The Board will release the President and Chief Negotiator for two periods each per semester. The Federation will pay the replacement cost at Category II, Year 0 rate multiplied by the FTE equivalent of the total leave, as per Article 25:16 – Working Conditions (i.e. 4 periods equals $0.666 \times 2 = 1.33$).
- b) For single day release for the President and Chief Negotiator, the Board will not bill the Federation more than 1.0 day. For clarity, as the Federation pays for two period of release per day (0.666) in 21:02 a), the maximum to be charged will be .33 qualified supply teacher cost.

21:02:02 Each Branch President will be responsible to complete the on-call portion of the Alternative Professional Assignment (APA). For the purpose of this collective agreement it is agreed and understood that the remainder of the Branch Presidents' APA shall be deemed to be teacher mentoring.

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 MAXIMUM CLASS SIZE

23:01 In order to maximize student success, the following shall be the class size maxima and shall not be exceeded:

Course/Class Type	08-09	09-10	10-11	11-12
University (U)	31	30	30	29
College (C)	27	27	26	26
Open(O)	27	27	26	26
University/College (M)	28	28	27	27
Essential/Locally Developed (E, K, L)	18	16	16	16
Workplace (E)	19	17	17	17
Family Studies Lab	23	23	23	23
Tech (except Gr.9) (T)	21	21	21	21
Grade 9 Tech (T)	23	23	23	23
Grade 12 Literacy (O)	22	22	22	22
Credit Recovery/At Risk	15	15	15	15
At Risk Co-OP Ed	15	15	15	15
co-op (O)	20	20	20	20
Grade 9/10				
Academic (D)	31	30	29	28
Applied (P)	24	24	24	24
Essential (E)	18	16	16	16
Open (O)	26	25	24	22
Connections (represents # of registrants)	25	25	25	25
PASS	25	25	25	25
UAP	25	25	25	25

Section 2X:00 as negotiated in third party agreements.

Notwithstanding the above, class size limits can be exceeded by one student provided that no more than 25% of classes in the school in each semester exceed the maximum.

23:02 Where a concern is raised about the capacity of the space and/or facilities of a Family Studies or Tech Lab the Principal, in consultation with the ISWRC (with appropriate resources) will determine the number of students that can be accommodated in those classes.

23:03 The maximum number of students in a class that contains more than one course shall be the lowest maximum of the courses represented. The flex buffer shall not be assigned to those classes. Every effort shall be made to limit the number of multi-level or multi-grade classes on a school timetable. This clause does not apply to Connections, PASS, UAP and Credit Recovery.

23:04 Class sizes not specified here or classes that can be classified in more than one category will be forwarded to the Joint Relations Committee for a determination.

23:05 Where a part-time teacher is assigned two (2) periods in one (1) semester, every reasonable effort shall be made to assign those two (2) periods either in the morning or in the afternoon.

23:06 Class sizes shall be reviewed yearly by the Joint Relations Committee with a view to reduce the class sizes to address Student Success Initiatives.

23:07 **In-School Workload Review Committee**

- a) There shall be an In-School Workload Review Committee in each school.
- b) The In-School Workload Review Committee (ISWRC) shall consist of the Principal, a Vice-Principal, and the Branch President or Designate from the Branch Executive and the Branch CBC representative or Designate from the Branch Executive. For schools without a secondary Vice-principal, the Committee shall consist of the Principal and the Branch President or Designate.
- c) The ISWRC shall:
 - i) Conduct a September 30th, teacher staffing and workload survey, identify any discrepancies between the survey data, the Principal's September 30th enrolment report and the board class size report as generated by the Superintendent;
 - ii) Assist the Principal to correct these identified class size problems before September 30th and February 15th;
- d) Should any outstanding exceptions remain, the TBU President and Superintendent of Education with responsibility for secondary schools, shall work together to resolve these within one week of these dates;
- e) additional meetings may be arranged if mutually agreed between the Superintendent and the TBU President

24:00 JOB SHARING

- 24:01
- a) The teacher entering into job-sharing must work not less than 50% of a school year.
 - b) The job-sharing plan may be on a daily, term or semester basis.
 - c) Participation in this plan is dependent upon school program needs.

24:02 A teacher who is presently employed by the Board and becomes involved in this job sharing plan recognizes 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.
- c) 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.
- d) 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.
- e) Applications must be received on or before March 1st for participation in the plan, unless by mutual consent.
- f) 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 teacher's previous or similar full-time position and status unless provided for in the above.
- g) Positions of responsibility will normally be relinquished. With the permission of the Principal and Superintendent, positions may be retained in full or pro-rated, depending on the circumstances of the job sharing.

25:00 WORKING CONDITIONS

25:01 Each full-time teacher shall be assigned a maximum of six (6) periods.

25:02 No teacher shall be assigned more than three (3) periods in any semester.

25:03 Each full-time teacher may also be assigned up to the following yearly maxima Alternative Professional Assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods as follows:

- i) Off-Site Alternative Education Teachers and Section 2X:00 teachers will be assigned Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent
 - 2008-2009 (62 half periods)
 - 2009-2010 (55 half periods)
 - 2010-2011 (52 half periods)
 - 2011-2012 (49 half periods)
- ii) All other teachers may be assigned up to the following yearly maxima Alternative Professional Assignments comprised of on-calls/supervisions, teacher and student mentorship, based on seventy-five (75) minute periods or equivalent:
 - 2008-2009 (62 half periods, up to 20 on-calls)

- 2009-2010 (55 half periods, up to 19 on-calls)
- 2010-2011 (52 half periods, up to 19 on-calls)
- 2011-2012 (49 half periods, up to 19 on-calls)

- iii) Guidance, Special Education and Cooperative Education Teachers may be assigned up to the maximum of their Alternative Professional Assignments within their areas in the form of student mentoring.
- iv) Alternative Professional Assignments shall be assigned in half periods only and shall not be divided into smaller units of time.

25:04 Unassigned time shall be available to the teacher for preparation and marking.

25:05 No teacher shall be assigned other duties during the school day in addition to those specified in Articles 25:01 and 25:03.

25:06 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties.

- 25:07 a) Every effort shall be made to equitably distribute on-calls. Teachers shall receive notification for class coverage on-calls for known absences as far in advance as possible. Class coverage lesson plans to follow on the date of the on-call or sooner.
- b) To facilitate 25:07 a) the school administration shall post all known on-calls for the following week on the previous Friday (or earlier).
- c) When a member phones in sick in the morning on-calls may be given if administration was unsuccessful in contacting an occasional teacher. The expectation is administration will make every effort to contact an occasional teacher in the morning.
- d) For known absences that occur after the 25:07 (a) posting, notwithstanding 25:07 b), on-calls, if required, shall be given to teachers as soon as possible prior to the day of the on-call.

25:08 A full-time classroom teacher shall be assigned no more than two (2) one-half period APAs per week and a maximum one-half period per day. A teacher may be assigned two per day through mutual consent between the teacher and the Principal. A teacher shall not be assigned an on-call on the day they have an assigned supervision except through mutual consent.

25:09 Every effort shall be made to ensure that no teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel time between periods and/or breaks. A supervision APA shall not infringe on the teacher's 40 minute uninterrupted lunch break. Teachers shall not be requested or scheduled to use their

preparation period to include a portion of their 40 minute uninterrupted lunch period due to an APA assignment.

25:10 There shall not be a range of more than four cumulative half period on-call APAs for any given preparation period. This includes cumulative on-call APA count for teachers who mutually consent to completing full period on-calls.

25:11 The ISWRC in each secondary school shall review the supervision schedule for each teacher for the semester to ensure that the provisions of the collective agreement are upheld.

25:12 The Principal of each secondary school shall forward to the TBU President and Chief Negotiator, on or before September 15th, a copy of each teacher's workload assignment for the year. This shall include their teaching timetable, and assigned supervision schedule for both semesters. The union shall be informed in writing of any proposed changes during the year.

25:13 To facilitate 25:12, a common format shall be developed and approved through the Joint Relations Committee, for use at all Secondary Schools. See Appendix K.

25:14 Supervisions may be scheduled in blocks subject to the agreement of the teacher, the Principal, and the ISWRC.

25:15 Teachers shall not be mandated to work any days preceding or following the official start or end of the school year.

25:16 Part-time teachers' workloads shall be pro-rated to that of a full-time classroom teaching assignment as follows:

6 periods	1.000
5 periods	0.833
4 periods	0.666
3 periods	0.500
2 periods	0.333
1 period	0.166

25:17 The length of the school year shall be the minimum required under *The Education Act*.

25:18 Extra-curricular activities are voluntary and the Board agrees not to assign such activities to any teacher.

25:19 **No** teacher shall be assigned office or office-related administrative duties normally performed by management except as provided for in Article 14.

26:00 PROFESSIONAL DEVELOPMENT

- 26:01 Effective September 1, 2005, where, with the agreement of the Board, the Union organizes Professional Development Day activities, the Board agrees to fund 50% of the union's expenditure up to a maximum of \$5,000.00.
- 26:02 Teachers, with prior mutual agreement, may attend professional development activities or other Board approved meetings which require overnight accommodations.
- 26:03 PD and PA Agenda development shall take into consideration time for travelling to and from the host community for participants. Where morning travel between communities is required, the Agenda start time shall not be earlier than 10:00 a.m. and where afternoon travel between communities is required the Agenda end time shall not be later than 2:30 p.m.
- 26:04 The Board agrees to advise the Union by April 30th of the current school year which of the approved professional development/activity days will be designated for the Union in the following school year. If the next year's school calendar is forwarded by the Board to the Ministry for approval earlier than April 30th, the Board shall advise the Union which of the approved PD/PA days will be designated for the Union when the school year calendar is forwarded to the Ministry.

27:00 PROBATIONARY PERIOD

- 27:01 All newly hired teachers will have a probationary period of one (1) school year.
- 27:02 If there is an unsatisfactory report an extension of the probationary period for one (1) additional year may be granted.
- 27:03 If the teacher is absent for thirty (30) calendar days or more, the probationary period can be extended to cover the length of the absence.

28:00 TEACHER PERFORMANCE APPRAISAL

- 28:01 Performance Appraisals of all teachers shall be conducted in accordance with *The Education Act* and its Regulations as amended from time-to-time, however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out below.
- 28:02 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals, including but not limited to the 2010 scheduled renewal of Board Policy 702.

28:03 A PAR or SAT teacher shall not conduct teacher performance appraisals, but this shall not preclude program leaders from participating in programs of assistance or other remediation.

28:04 The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time lines in Article 8:00 (Grievance/Arbitration Procedure).

28:05 When a teacher receives a performance appraisal report, which is rated unsatisfactory, the Board shall, inform the teacher of their right to union representation and, with the permission of the teacher, notify the Bargaining Unit President.

28:06 Before the end of September in each school year, the TBU President shall be provided the list of secondary teachers scheduled for their TPA for that school year, with an updated electronic copy of the five year TPA cycle.

29:00 TRANSFERS

29:01 Prior to September 30th and March 31st, principals of secondary schools will consult with their teaching staff who work within the attendance area regarding their interest in being reassigned, should an opportunity arise.

29:02 When vacancies in a school attendance area are known, staff shall be informed by their principal.

29:03 No teacher can be assigned to an elementary school without their written consent.

30:00 STAFF GENERATION AND ALLOCATION

30:01 The Board shall staff secondary schools as prescribed by the Ministry of Education (see Appendix E).

30:02 The number of FTE guidance teachers shall be equal to 2.6 times the Board's ADE for secondary students, divided by 1000.

30:03 A Secondary school's Average Daily Enrolment in 'Dual Credit' courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

31:00 RELEASE OF SURPLUS STAFF

31:01 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 Secondary School
 3. Ignace – Ignace Secondary
 4. Red Lake – Red Lake District High School
 5. Sioux Lookout – Queen Elizabeth District High School

2. a) 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:
 - i) Date and time of most recent verbal acceptance of a position with the Keewatin–Patricia District School Board, and when this is equal;
 - ii) By lot jointly conducted by the Director of Education or Designate and the Bargaining Unit President or Designate.

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

- c) 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.

- d) 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.

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

31:02 Retention of Staff

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.

31:03 Surplus Procedure

- 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 (31:01-3) 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 (31:01-3). 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) A teacher remaining on the school surplus list will be placed on the system redundancy list in descending order of seniority.

- b) 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 (31:0 1-3).
 - c) A teacher may elect to refuse to displace another teacher and be placed on the recall list without penalty.
 - d) 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 31:03-3. 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.
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 31:03 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.
7. Teachers recalled from the System Recall List shall have their names remain in their present position on the seniority list.
8.
 - a) 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 (31:0 1-5).
 - b) Teachers, with the current qualifications (31:01-5), 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.

- c) Teachers placed on the System Recall List shall be listed in the same order as that of the seniority list.
- d) For positions opening after April 1st 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 30th.
- e) The teacher shall forfeit all recall rights where:
 - i) The teacher has been hired by another school board as a teacher not including an occasional teacher or a continuing education teacher.
 - ii) 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.
 - iii) The teacher has not provided the Director of Education, or Designate, with the new telephone number and address in writing.
 - iv) 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.

31:04 Job Transfers

1. On or before March 31st of every year, teachers requesting a transfer shall complete the teacher transfer request form indicating their desire to transfer to another secondary school within the Board.
2. Requests shall be assessed by the sending and receiving Principals.
3. Transfer requests under this process shall expire effective July 31st of the school year in which the transfer request was made.

32:00 JOB POSTINGS

- 32:01 Subject to the recall and release of surplus staff provisions, where a permanent vacancy arises, the Board shall post such a vacancy simultaneously internally and externally for seven (7) days. (Please refer to Article 13:00 for PAR and SAT position postings).
- 32:02 The employer shall inform the membership of the bargaining unit at every work site by sending the posting out by both fax and board e-mail. A copy of the posting shall be physically posted in a clearly designated area of each school.
- 32:03 Each posting will indicate a description of the position, FTE, location, basic qualifications, any requirements beyond basic qualifications, commencement date and the deadline date for applications. A copy of each posting will be sent to the President of the bargaining unit.
- 32:04 In accordance with Article 32:01, vacant positions will be filled through the following sequence based on qualifications, programming needs, and the Board's ability to replace the applying teacher:
- A. Increasing the FTE positions of members teaching less than 1.0 FTE;
 - B. Consideration of internal applicants from outside of the attendance area;
 - C. Recall of staff currently on the system recall list; and
 - D. External hiring
- 32:05 Where there is more than one internal applicant for a position, all internal applicants meeting the qualifications and requirements shall be interviewed for the position.
- 32:06 Job Postings shall include the statement "Applicants wishing a part-time assignment may apply and be considered for a portion of this assignment."
- 32:07 During the summer break, any job postings will be advertised in the newspapers of the bargaining unit communities and the Board's on-line hiring process/agency (a link from the Board website will be established), and may at the same time be advertised externally. The Board's hiring agent may recommend the hiring of any qualified candidate fourteen (14) days after the date of the appearance of the advertisements in the same newspapers.
- 32:08 Within five (5) working days of the vacancy being accepted, the employer shall advise the unsuccessful applicants that they were not chosen for the position, and provide to the Bargaining Unit the name of the successful applicant.
- 32:09 Upon request, the unsuccessful internal applicants shall be offered the opportunity for a debriefing. The debriefing shall be scheduled within a timely manner, but not beyond

twenty (20) working days, of notice provided under 32:08 or such other time that is mutually agreeable to the interviewer (or designate) and the teacher.

33:00 TRANSFERS

33:01 A transfer shall mean the relocation of a teacher from one attendance area to another attendance area.

33:02 Attendance areas are as follows:

Dryden Area – area served by Dryden High School

Kenora Area – area served by Beaver Brae Secondary School

Sioux Lookout Area – area served by Queen Elizabeth District High School

Red Lake Area – area served by Red Lake District High School

Ignace Area – area served by Ignace High School

33:03 No member shall be transferred between attendance areas without the written consent of the member.

33:04 “Voluntary transfer” shall mean a transfer at the written request of the member.

33:05 Members wishing to apply for a voluntary transfer shall notify the Board in writing on or before March 31st of the school year immediately prior to the school year for which the transfer is effective. Voluntary transfer requests shall remain in effect until July 31st of the school year in which the transfer request was made.

33:06 Requests shall be assessed by the sending and receiving principals. Teachers whose request for transfer cannot be accommodated shall be informed as soon as possible. A teacher may request and receive an explanation as to why this transfer request was not acted upon.

- 33:07 a) At the time staffing is being determined for the next school year, in accordance with Article 32:00 Job Postings, transfers between attendance areas will be considered when the transfer applies to an open position in the receiving attendance area.
- b) Transfers between attendance areas during the school year will be considered when the teacher applies to an open position in the receiving attendance area in accordance with Article 31:00 Release of Surplus Staff and Article 32:00 Job Postings.

34:00 RESIGNATIONS/RETIREMENT

34:01 Secondary teachers can only resign or retire effective the end of a semester. In order to resign or retire effective the end of the first semester, the teacher must notify the Director of Education or Designate by November 30th or by April 30th to be effective before commencement of the next school year.

34:02 Teachers can resign or retire by mutual consent at other times during the school year.

35:00 CROSSING PICKET LINES

Where a teacher feels that their safety is jeopardized by crossing a picket line, the teacher shall contact the Director of Education, or Designate, who in turn will provide for the safety of the employee in reporting for work.

36:00 PERSONNEL FILES

36:01 The only recognized personnel file of an employee shall be maintained in the Human Resources Department of the employer and shall be available and open to the employee for inspection in the presence of an employer personnel department officer during the regular working hours of the department.

36:02 Upon request, an employee shall be entitled to copies of any materials contained in the employee's personnel file.

36:03 Where an employee authorizes in writing access to the employee's personnel file by another person acting on the employee's behalf, the employer shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

36:04 Employees shall receive copies of any materials placed in their personnel files.

36:05 The employer agrees to comply with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

36:06 Upon written request of the teacher, a written warning or other disciplinary action may be removed from the teacher's personnel file after a minimum of two (2) years providing the personnel record has been free of any written warning or other disciplinary action during the intervening period. Such request shall be submitted in writing to the Manager, Human Resources.

36:07 A Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in 36:04 and 36:05. The Teacher's written submission shall become part of the file.

36:08 No copies of the Provincial Report Card shall be part of an employee's personnel file.

37:00 DISTANCE EDUCATION

37:01 The Board agrees that where it plans to implement e-learning for secondary school credits (excluding video-conferencing) it will consult with the Union prior to implementation. (see Appendix F – e-Learning)

37:02 A member teaching credit courses through video conferencing shall correspond with students only through a Board server.

37:03 For the purposes of staffing and surplus declaration, a member assigned to teach video conferencing credit courses shall be included in the staff complement of the secondary school which is the work location of the member.

37:04 The Board agrees to provide the Bargaining Unit, upon written request, with information pertaining to enrolment and staffing of credit courses offered through video conferencing.

37:05 The Board shall not request a member use personal e-mail for school related business.

38:00 JOINT RELATIONS COMMITTEE

38:01 The Board and the Union shall establish a Joint Relations Committee to provide a forum for communications and discussion for any matter that affects Union-management relations.

38:02 The Joint Relations Committee shall be comprised of three (3) representatives appointed by the Board and three (3) representatives appointed by the Union. The committee may call on such resource person(s) as it deems appropriate.

38:03 Meetings shall be convened at the request of either party twice per semester. The first meeting in each semester shall occur within thirty calendar days of the start of the semester. Subsequent meetings shall be convened within fourteen days of the request. There shall be no more than one meeting per month except by mutual consent. Meeting requests shall include a proposed agenda.

38:04 The Joint Relations Committee Meetings will be held at a time and a location mutually agreed upon by both parties.

38:05 The committee may make reports and recommendations from time-to-time. Any such report or recommendation shall be presented in writing to both the Director or Designate and the President of the Bargaining Unit who shall undertake to discuss them with their

respective parties. The results of these deliberations shall be communicated to the other party.

39:00 CREDIT RECOVERY TEACHERS

39:01 Where the subject teacher is recommending a student for Credit Recovery, the subject teacher shall be required to provide the following information:

- i) the student's final mark for the course;
- ii) a breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject teacher employs for recording marks;
- iii) reasons for Credit Recovery recommendations.

39:02 For a student accepted into the Credit Recovery program, the subject teacher shall be required to identify:

- i) units, concepts and/or expectations not successfully achieved;
- ii) relevant learning skills information

39:03 The most current version of "*CreditRecovery Guiding Principles*" as distributed by the Ministry of Education will be made available to teachers upon being timetabled to teach Credit Recovery.

40:00 SECTION 2X:00 TEACHERS AND WORKPLACES

40:01 Teachers in Section 2X:00 facilities encounter far different working conditions than teachers in regular classrooms. To reflect their unique working conditions, this section of the collective agreement will apply.

40:02 Should the employee encounter occupational health and safety concerns with regard to the facility that they are assigned to, the concern shall be brought to the attention of the supervising Principal who will be responsible to address the matter with the facility's site manager with regular feedback to the member.

40:03 The Board will consult the Union concerning the working conditions of Section 2X:00 Teachers when preparing for the negotiations of Section 2X:00 Agreements.

40:04 The length of the school day, including a scheduled preparation period, shall not exceed that of the regular school day.

41:00 LIABILITY INSURANCE FOR TEACHERS DRIVING BOARD OWNED, BOARD LEASED, AND/OR PERSONAE VEHICLE WHILE ON BOARD BUSINESS

Members are referred to the OSBIE Risk Management Advisories link on the Board's Staff Portal website for current Vehicle Insurance and Driver Licence requirement and related information. See Appendix H for Procedures.

EMPLOYEE BENEFITS

1. This benefit plan is managed by secondary teachers, for secondary teachers. The basic package consists of Life Insurance, AD&D, LTD and Health & Dental Benefits. Optional coverage, pro-rated coverage and LTD are teacher paid. The benefit booklet contains details of the coverage but a brief summary follows. Life insurance involves basic amount plus optional coverage. There is also optional dependant life insurance and optional spousal life insurance. The health benefits include AD & D, optional AD & D, vision care, dental care (basic services and major restorative services), and out-of-country travel insurance. Long Term Disability (LTD) is a mandatory program, with limited exclusions.
2. Benefit forms are available from your Branch President and at www.otipservices.com (the plan Administrator). It is critical that benefit forms be filled out accurately, in order to ensure proper coverage. All benefit information from a member is kept strictly confidential. Enrolment in the Benefit plan is mandatory for all OSSTF 5A TBU members. New members must complete an application form within 31 days of the beginning of the school year in order to avoid requiring a medical examination. At any time during the school year, a member must complete a change form if the information on your initial application changes i.e. new dependents, address changes, marital status, an increase or decrease in optional coverage, etc. New application forms and change forms must be sent to the plan administrator (OTIP). Claims require filling out one of two forms: Dental or Extended Health (includes vision care). If there are any problems with the payment of your claim, the member should first phone the number on their benefit card. Any further problems should be directed to the plan administrator. Never accept less than a full payment for a claim without validating the reason for its reduction with OTIP. Please refer to your Benefits Handbook before contacting OTIP.
3. Only members with a workload 0.5 or greater (FTE) are eligible to participate in the plan. For benefit plan access purposes, 0.5 FTE is defined as teaching a minimum of 3/6 scheduled classes *over* the school year (i.e. one period first semester, two periods second semester). Members that choose to take teach 3/6 during Semester One or Two, and take a Short Term Leave of Absence for either the other Semester, may participate in the plans, at their own expense, by writing the plan administrator (OTIP) who will arrange for the Board to make the appropriate deductions. (See Items 6 and 7 below)
4. Members on statutory Maternity Leave are fully covered.
5. Members on deferred salary leave may participate in the plans, at their own expense, by writing the plan administrator (OTIP) who will arrange for the Board to make the appropriate deductions.

6. Members on other types of Board approved leaves (short and long term leaves, extended maternity leaves) excepting sick leave which is fully covered, may be eligible to participate in the plans, at their own expense, by writing the plan administrator (OTIP) and following the required payment schedule.
7. A member on leave for LTD purposes may participate in any of the group insurance plans during the term of the leave provided that the member prepays, in equal installments, 100% of the appropriate premiums.
8. These procedures may change from time to time. It is the responsibility of the Bargaining Unit to inform the members of these changes, in a timely manner.
9. The Board agrees to provide the information to the Federation's TBU President and TBU Benefits Officer for the necessary operation of the benefit plan in a timely manner. The Board agrees to make appropriate salary deductions upon receipt of the information from the carrier or Bargaining Unit.
10. Coverage for members no longer employed by the Board shall cease on one of the following dates.
 - a. Resignation – last working day
 - b. Surplus/redundancy – 30 days past last working day
 - c. Retirement – 60 days after last working day

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)



Policy Section: Facilities & Equipment

APPENDIX C

Policy Name: Temporary Closing of Schools/Early Dismissal

Policy Statement

It is the policy of the Keewatin-Patricia District School Board that in compliance with the Education Act its schools will remain open during the whole period of the school year. However, the Board recognizes that there may be emergency situations which will dictate a partial or total closing or early dismissal of a school or group of schools in order to ensure the safety and comfort of students and staff. The safety and welfare of our students is of prime concern.

The Board authorizes the closure of schools in emergency situations in accordance with the guidelines as set out below.

Rationale

1. Occasionally it may be necessary to close schools or dismiss students prior to the normal dismissal times because of unusual conditions or situations e.g. snow storms, heating plant failures, fires and other emergencies.
2. The Board recognizes that the most common eventuality is severe weather.
3. Each school within the Keewatin-Patricia District School Board will have an action plan to meet emergency situations. The success of the school's plan requires co-operation of students, parents and community.

Guidelines

- 1.1 The Director of Education or designate shall have the authority in consultation with the Chair of the Board, when possible, to close a school or group of schools for a temporary period for the following reasons:
 - a) A directive issued under the Public Health Act or Provincial Legislation.
 - b) Failure of transportation arrangements caused by inclement weather.
 - c) Inclement weather, fire, flood, the breakdown of the school heating plant, the failure of an essential utility or a similar emergency.
 - d)

Cross Reference:

Date Approved: March 9, 1999

Committee Responsibility:

Review by: 2003



Policy Section: Facilities & Equipment

Policy Name: Temporary Closing of Schools/Early Dismissal

1.2 Any school closed due to an emergency will remain closed until the emergency is declared over by the Director of Education or designate.

1.3 The Director of Education or designate shall have the authority to approve early dismissal in emergency situations.

2.0 School Closing During School Hours

2.1 Each principal will have a written procedure in place to deal with a closing during the school day. The procedure will have as a major point of emphasis, the safety and security of the students. Such plan will be submitted to the Director of Education or designate for approval. Such plans shall be reviewed annually by the principal and any revisions must be submitted to the Director of Education or designate for approval.

2.2 a) Elementary

Each year, the principal will distribute to parents or guardians a letter and handbook statement addressing the subject of Emergency Closure of School.

b) Secondary

A statement in the Secondary Handbook will summarize the school's procedures for emergency situations.

2.3 The principal or designate is expected to be available at the school until satisfied that all students have departed safely for home.

3.0 Transportation and Communication

3.1 Bus arrangements are to be coordinated by the Transportation Officer in consultation with the Director of Education or designate and other coterminous Boards.

3.2 The Transportation Officer shall be responsible for contacting school crossing guard employees where appropriate.

Cross Reference:

Date Approved: March 9, 1999

Committee Responsibility:

Review by: 2003



Policy Section: Facilities & Equipment

Policy Name: Temporary Closing of Schools/Early Dismissal

3.3 The Director of Education or designate will make every reasonable effort to arrange for an announcement to be placed on the local radio stations stating the time of dismissal.

4.0 Expectations of Staff During Emergency Closing

4.1 In the situation where only bus students are sent home early, staff are expected to continue their regular duties for those students who remain in school.

4.2 In the event that weather conditions are so severe that the schools are closed for the day, staff may be excused by the Director of Education or designate.

4.3 In the case where extreme conditions prevail and schools remain open, staff members who cannot travel from their usual place of residence to work, may be excused by the Director of Education or designate. The following procedure should be followed in such cases:

- a) Principal should be contacted by the staff member and provide an explanation of the absence.
- b) If a staff member cannot reach his or her home school s/he should go to another school if there is safe access to that school.
- c) Staff should make **all** reasonable attempts to reach their home school and continue to try even if it would necessitate a late arrival.
- d) The appropriate leave form will be submitted, accompanied by a statement by the principal attesting to the conditions and that reasonable attempts were made to arrive at school that day.

4.4 The Director of Education or designate shall have the discretionary power to grant permission for any staff member to be absent in an emergency situation.

4.5 Once main arteries are open staff are expected to be at school. Staff members will be deducted salary for time absent, except, if at the discretion of the Director of Education, this requirement is waived.

Cross Reference:

Date Approved: March 9, 1999

Committee Responsibility:

Review by: 2003

Letter of Agreement

between

**The Keewatin-Patricia District School Board
(hereinafter called the "Board")**

and

**OSSTF, District §A, Teachers' Bargaining Unit
(hereinafter called the "Union")**

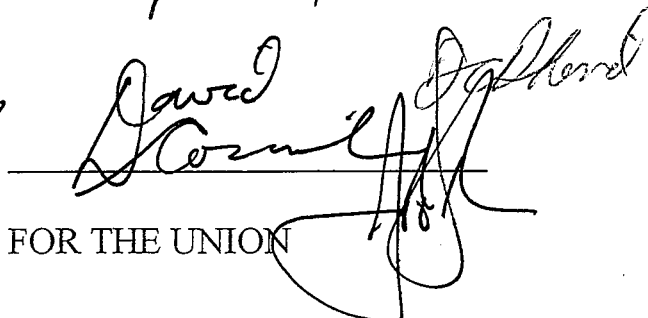
RE: Lieu Days

1. It is agreed and understood that from time to time, the Board may request teachers to work outside of the school year. This request shall be considered as voluntary participation by the teacher.
2. Where a Principal experiences a need as outlined above, s/he will contact the appropriate Superintendent of Education to request that the teacher be compensated with "in-lieu" time.
3. Upon approval of the Superintendent of Education, the Principal may enter into an agreement with the Teacher to work outside of the school year and for the Teacher to receive "in-lieu" time.
4. The "in-lieu" time is to be scheduled at a time mutually agreed by the Teacher and the Principal with first consideration given to program needs and the availability of on-calls and/or an occasional teacher.

April 28/10



FOR THE BOARD

David Cornish


FOR THE UNION

**Letter of Agreement
Between
The Keewatin-Patricia District School Board (hereinafter called the "Board")
And
OSSTF, District 5A, Teachers' Bargaining Unit (hereinafter called the "Union")**

Re: Secondary Teacher Staff Generation and Allocation

The parties agree to establish a Secondary Teacher Staffing Committee comprised of three representatives of the Board and three representatives of the Union.

The Secondary Teacher Staffing Committee will be responsible for the following:

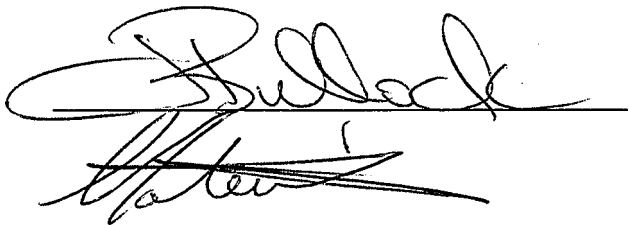
- 1. Reviewing funding information with respect to Secondary Teaching positions for the following school year.
- 2. Determining the number of Secondary Teaching Positions for the following school year.
- 3. Allocating Secondary Teaching Positions to individual schools and programs for the following school year.
- 4. Reviewing the results of the staffing process (staff assigned, staff surplus).

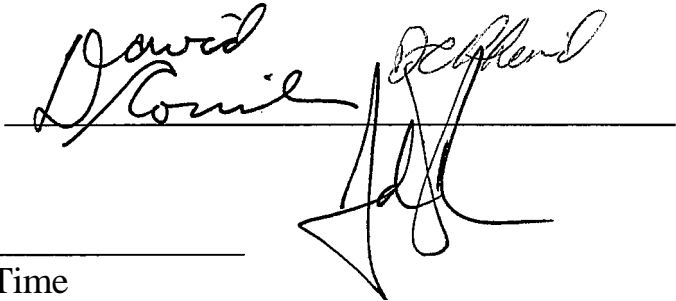
It is agreed and understood that School Based assignment information will be shared by the Principal to staff as well as to the In School Workload Review Committee.

For the Board

For the Union

*April 08/10
10:58 AM*





Date and Time


Letter of Agreement
Between
The Keewatin-Patricia District School Board (hereinafter called the "Board")
And
OSSTF, District 5A, Teachers' Bargaining Unit (hereinafter called the "Union")


Re: e-Learning

1. Secondary school students taking credit courses delivered by the Board through an electronically delivered curriculum shall be recorded on the day school register of the student's home school.
2. Students who are taking credit courses delivered by the Board through an electronically delivered curriculum shall be assigned to a class taught by a member of the Teachers' Bargaining Unit.
3. Credit courses offered by electronically delivered curriculum shall be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.
4. All electronically delivered courses shall be subject to Class Size Maxima as outlined in Article 23:00 of this Collective Agreement
5. No classroom Teacher, other than the classroom Teacher delivering the e-learning course, shall be responsible for lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking the e-learning credit courses.
6. No Teacher shall be required to work beyond the school year as a result of a student's failure to complete the course requirements. Reporting periods shall be those of the delivering Teachers' school.
7. All e-Learning courses shall be scheduled during the regular school day and the delivering Teacher's work location shall be in a secondary school within the delivering Board's jurisdiction.
8. A Teacher teaching an e-Learning course(s) shall be assigned a work station/work area in the Teacher's secondary school with all the necessary resources for teaching an on-line course. A member assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Article 25:00 of this Collective Agreement.
9. The Employer shall provide appropriate support personnel to maintain and repair computer hardware/software and computer networks required in order to deliver e-Learning courses.
10. A Teacher teaching e-Learning courses shall correspond with students only through a Board server and/or through the Ministry of Education's e-Learning web-based platform.
11. A Teacher teaching e-Learning courses shall report to school board personnel only and shall be evaluated only by the principal or vice-principal of the Teacher's school and/or supervisory officers employed by the Board.
12. For purposes of staffing and surplus declaration, a Teacher assigned to teach e-Learning credit courses shall be included in the staff complement of the secondary school which is the work location of the Teacher.
13. Where the need has been identified to offer greater access to a broader program of studies to students in the KPDSB, eLearning courses may be offered by the KPDSB. The timetabling for the delivery of an eLearning course on a teacher's timetable shall be through mutual consent between the teacher and the school administration prior to the course being offered.
14. The Board shall not make recordings of members teaching courses by electronically delivered curriculum without the written consent of the teacher.
15. The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment, staffing, funding and costs of credit courses delivered by the Board offered by electronically delivered curriculum, upon request.


- 16. Teacher FTE shall not be reduced as a result of the offering of e-Learning courses to students within the Board.
- 17. The offering of e-Learning courses by KPDSB will be limited to credits being granted to KPDSB students taught by Teachers covered by this Collective Agreement


For the Board

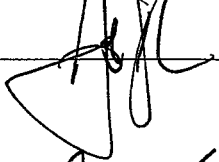


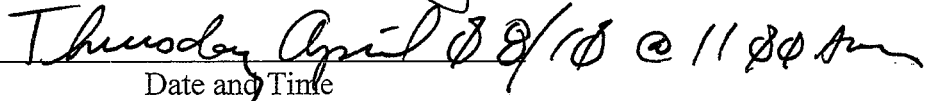


For the Union









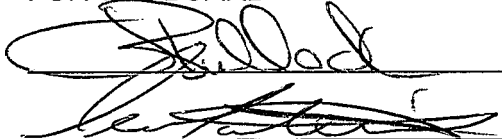
Date and Time

Letter of Agreement
Between
The Keewatin-Patricia District School Board (hereinafter called the "Board")
And
OSSTF, District 5A, Teachers' Bargaining Unit (hereinafter called the "Union")

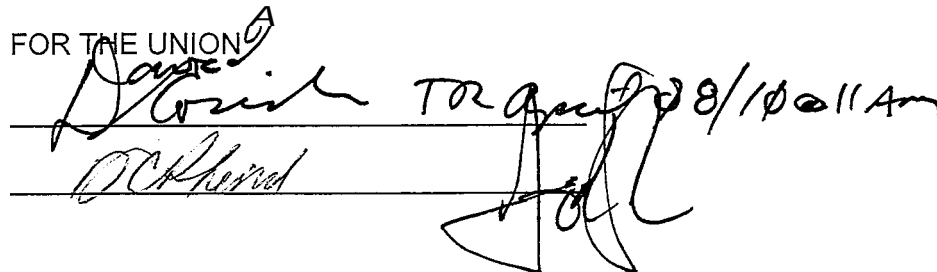
Re: ALTERNATIVE EDUCATION 2009-2010

1. The Alternative Education Program will be a pilot for the **2009-10** school year, subject to review by the parties at or near the end of the **2009-10** school year. This Letter of Agreement and pilot are being conducted without prejudice or precedent to current or future programming or class size maximums.
2. The Alternative Education Program will be staffed by a 1.0 FTE TBU member at each of Beaver Brae SS and Dryden HS.
3. Alternative Education Students shall be less than 21 years of age as at December 31st of the current school year.
4. The maximum class size for Alternative Education classes shall be 30 students on the Day School Register.
5. Alternative Education Students who do not wish to attend classes may be placed on the independent Study Register. Where a concern is raised about the capacity of the space, facilities, and/or contact time to accommodate student demand, the Joint Relations Committee shall meet to discuss and resolve the concern.
6. The Alternative Education Teacher shall provide lesson marking for Alternative Education Students on both the Day School Register and Independent Study Register. Where the marking workload exceeds the capacity of the Teacher, the assistance of a Marker shall be granted by the Principal at the request of the Teacher. Markers shall be members of the Ontario College of Teachers.
7. Alternative Education Teachers will be assigned Alternative Professional Assignments (APAs) comprised of 55 half periods of student mentoring. The scheduling of these APAs shall be done by the school administration in consultation with the Alternative Education Teacher and the Federation. The Alternative Education Teacher shall be excused from the other forms of APAs as listed in the collective agreement.
8. ESP, SERT, and OCL support and Student Services shall be accessible to the Alternative Education Teacher for students registered in the Alternative Education Program as with the school general student population and operation.
9. All working conditions of the Alternative Education Teacher not specified above shall be as per the Collective Agreement.

FOR THE BOARD



FOR THE UNION



TO: August 28/10 11 AM

Procedures to be followed by secondary teachers when travelling by vehicle on board (school) business

Prepared March 2, 2009 in fulfillment of Memorandum of Settlement dated January 29, 2009.

Introduction

Secondary teachers may travel by vehicle on board business for a variety of reasons such as attendance at board-authorized meetings, workshops, and conferences. Note that travel between home and your normal place of work is not considered travel on board business.

Travel & Meeting Expense Policy #602

This policy governs the authorization of travel on board business and the payment of expenses. With respect to vehicular travel, the following guidelines from the policy are relevant:

- 1.3 *Travel within the jurisdiction of the Board shall be by Board-owned vehicle or, where a Board-owned vehicle is unavailable, by personal vehicle or rental vehicle. Individuals using personal vehicles will receive a mileage allowance per kilometer for authorized travel beyond normal home to work travel. If a Board-owned vehicle is available and an individual chooses to use a personal vehicle instead, reimbursement will be limited to ten (10) cents per kilometer. Individuals claiming a mileage allowance may not claim vehicle operating expenses (e.g. gasoline, repairs) for the same trip. The Board will not reimburse fines for traffic and parking violations. Individuals opting to accept reimbursement of gasoline costs-only shall claim them on an expense claim form and shall not use a Board purchasing card to buy gasoline for a personal vehicle.*
- 1.4 *It is expected that individuals travelling outside the jurisdiction of the Board will use Board-owned vehicles or commercial carriers. If a personal vehicle is used, the approving authority may determine that the amount eligible for reimbursement is the lesser of the regular allowance per kilometer plus other allowable expenses and the applicable commercial fare(s).*
- 1.6 *Individuals are expected to travel in the most practical mode (such as sharing vehicles, using Board vehicles, obtaining reduced air fares, etc.). Approving authorities may limit reimbursement amounts where this practice has not been followed. Preference shall be given to services offering specifically negotiated (e.g. "government") rates.*

The current allowance is 49 cents per kilometer for the first 5,000 km/year and 43 cents per kilometer for travel in excess of 5,000 km/year.

For the full text of this or any other board policy, check the board's website at <http://www.kpdsb.on.ca/boardInformation/boardPolicies.asp>

Authorization to Travel and Budget Accountability

Before incurring expense to travel on board business, teachers should ensure that they have received authorization to travel from someone with authority to approve the expense. This could be a principal with authority for a school budget or a superintendent or other central staff person in charge of central budgets.

Board Vehicles

The board maintains a fleet of vehicles available for use by board employees & trustees in carrying out board business. They are a mixture of vans and small SUVs. The current distribution is as follows:

- Kenora Office – 5
- Dryden Office – 4
- Red Lake DHS – 2
- Queen Elizabeth DHS – 2
- Ignace School – 1

Vehicle booking is site-based and is generally done on a first-come, first served basis. However, consideration is given to a number of factors such as the number of travelers, the distance to be traveled, time the vehicle will be out of service (e.g. parked at an airport), and so on. Teachers traveling on board (school) business may check the availability of vehicles on the Microsoft Outlook Public Folders and make bookings by contacting the applicable school or office.

Procedures for the use of the vehicles are contained in Appendix A of this report.

Rental Vehicles

Rental vehicles should be considered when board vehicles are not available and the cost to the board or school for mileage for a personal vehicle is greater than the cost of a rental vehicle. When renting vehicles, they should be rented in the name of the board to ensure that the board's non-owned automobile insurance policy takes precedence over the driver's individual policy. Names of employees authorized to rent in the name of the board must be provided to the rental agency by the purchasing department. To arrange for this, contact Arlene Szesztopalow at 468-5571, ext. 237. It is

recommended that renters opt to pay for collision damage waiver coverage unless the vehicle is rented with a personal credit card that automatically provides this coverage.

Transporting Students

The issues around transporting students in board vehicles, rental vehicles, and personal vehicles are complex. There are a variety of licensing and insurance issues depending on the size of the vehicle. Reference should be had to board policy #307 at the board website as noted above, and the OSBIE Risk Management Advisories for "Automobile" at <http://www.osbie.on.ca/risk-management/advisories/>. The board vehicles are not to be used for transporting pupils except in exceptional circumstances with the approval of the Superintendent of Business or designate.

~~Appendix A~~

Administrative Vehicle Procedures

Booking of Vehicles

- Vehicles are booked through the executive assistants in Dryden & Kenora and through the secondary school head secretaries in Ignace, Red Lake, and Sioux Lookout.
- Vehicles are available to employees and trustees on a first-come, first-served basis; subject to assessment of relative needs by the executive assistants/head secretaries.
- Employees are required to use board vehicles when available and employees traveling to the same location should travel together in one vehicle whenever possible in order to reduce costs.
- Vehicles may be booked up to two months in advance. Vehicles may be booked beyond this time limit for certain events that are known in advance (PD events, Board meetings, etc.)
- Executive assistants/head secretaries are responsible for assessing relative needs and determining priorities for vehicle usage. In general, persons traveling the greatest distance per day booked will receive priority. As well, larger groups traveling together will receive priority for vehicles, and in particular for the 7-passenger vans.
- Bumping may occur and the executive assistants/head secretaries will notify the party being bumped.
- Vehicles should be returned as soon as possible. Persons wishing to return vehicles the morning after their use must request permission from the executive assistants/head secretaries because other users may be planning an early morning departure. Drop-off procedures when offices are closed shall be established by the executive assistants/head secretaries.

Log Books

- All travel data and fuel purchases must be logged in the log books. The log book and keys should be returned to the executive assistants/head secretaries upon your return.
- Copies of log book sheets must be faxed to the Finance department once every 2 months (Oct 31, Dec 31, Feb 28, Apr 30, Jun 30, Aug 31).

Fuel Purchases

- Persons using administrative vehicles are encouraged to return vehicles with full fuel tanks whenever possible as a courtesy to the next user.
- Fuel purchases shall be charged to board purchasing cards if available. The account code for purchase card reports can be found on the fuel purchase log sheet in the log book.

Cleaning

- Users should clean their garbage out of the vehicles every time they return them
- If the exterior of a vehicle is very dirty, users are encouraged to wash it at board expense.

No Smoking

- Smoking is not permitted in the administrative vehicles.

Maintenance

- Executive assistants/head secretaries are responsible for monitoring odometer readings in log books and arranging for servicing as required in the vehicle maintenance manual or as identified by the servicing garage.
- Vehicle drivers are responsible for reporting any maintenance issues to the executive assistants/head secretaries, including oil changes that are overdue based on the windshield sticker mileage.

Transporting Students

- Administrative vehicles shall not be used for transporting pupils for school purposes. The vehicles are not licensed nor insured as "school purposes vehicles." (Students employed by the Board are permitted to drive the vehicles in the course of their duties)

Accidents

- Accidents involving physical damage to the administrative vehicle, other involved vehicles, or other property must be reported as soon as possible to the executive assistants/head secretaries.
- Where required by law, drivers shall report accidents involving administrative vehicles to the police.
- Decisions regarding the filing of insurance claims with OSBE and repairs to vehicles shall be made by the Superintendent of Business.

Letter of Agreement
Between

The Keewatin-Patricia District School Board (hereinafter called the “Board”)
And

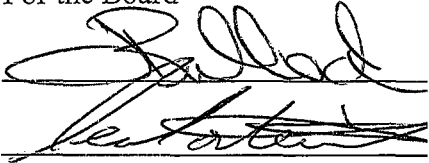
OSSTF, District 5A, Teachers’ Bargaining Unit (hereinafter called the “Union”)

Letter of Agreement
Between
The Keewatin-Patricia District School Board (hereinafter called the "Board")
And
OSSTF, District 5A, Teachers' Bargaining Unit (hereinafter called the "Union")

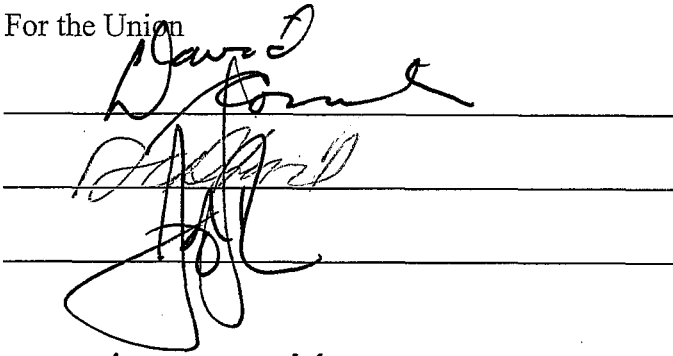
Re: ATHLETIC DIRECTOR ALLOWANCE

Athletic Directors: Each secondary school Attendance Area shall have an Athletic Director to oversee the NorWossa and NWossa schedules and related responsibilities. Athletic Directors (AD) are to receive an allowance equal to the 1.0 FTE PAR Allowance in their school Attendance Area. The ISWRC shall confirm the responsibilities prior to the posting of the Athletic Director position. This shall be implemented at the end of the 2008-2009 school year for the 2009-2010 school year forward over the life of this collective agreement, to allow for those currently in these roles to complete their current two year term.

For the Board



For the Union



TR April 08/10 @ 11 AM
Date and Time

Letter of Agreement
Between
The Keewatin-Patricia District School Board (hereinafter called the "Board")
And
OSSTF, District 5A, Teachers' Bargaining Unit (hereinafter called the "Union")

Re: Article 25:00 Working Conditions/Workload Summary Chart

Page 2 of Appendix K is the Spreadsheet Template to be used to meet the reporting requirements within Article 25:00 Working Conditions

For the Board

For the Union

Date and Time

AGREEMENT OF SETTLEMENT

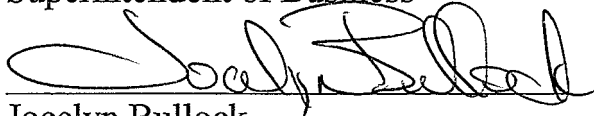
It is hereby certified that this tentative agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board and the Bargaining Unit of the Ontario Secondary School Teachers' Federation, Northern Shield District 5A, at a meeting held on January 29, 2009

Dated at Dryden, Ontario, this eleventh day of February 2010


FOR THE KEEWATIN-PATRICIA
DISTRICT SCHOOL BOARD



Dean Carrie
Interim Chief Executive Officer
Superintendent of Business



Jocelyn Bullock
Human Resources Manager

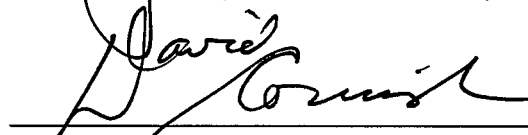


Sean Monteith
Superintendent

FOR THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION – DISTRICT 5A -
NORTHERN SHIELD



J. Dykes, President
OSSTF D. 5A, Northern Shield, TBU



D. Cornish, Chief Negotiator
OSSTF D. 5A, Northern Shield, TBU



D. Rhind
OSSTF District 5A President

*Bd Original
(copy)*

Letter of Agreement
Between
The Keewatin-Patricia District School Board (KPDSB)
And
The Teachers' Bargaining Unit (TBU) of OSSTF District 5A


Re: Clarification of Article 23:00 Maximum Class Size
23:01 Connections (represents # of registrants)


The KPDSB and the TBU acknowledge that Alternative Education provides additional learning opportunities for students to acquire credits towards their graduation. The Connections classroom is one of many Alternative Education programs available to accomplish this. The Connections Classroom environments have been established to assist students to earn credits through ILC courses due to timetable conflicts, courses required for graduation or post secondary applications that are not being offered that school year, for students whose learning style is consistent with the Connections Classroom mode of delivery and students with extenuating circumstances. Within the KPDSB, there are many forms that the Connections classrooms take. This Letter of Agreement reflects the common understanding between the KPDSB and the TBU on how the term 'registrants' is to be applied to Connections classroom enrollment.

1. This letter shall form a **part** of the 2008-2012 Collective Agreement in place between the KPDSB and the TBU. Should any questions arise between the language in the body of the Collective Agreement, and this Letter of Agreement, the latter shall override the original language.
2. As a part of the Collective Agreement, this Letter of Agreement is subject to Article 8:00 Grievance & Arbitration Procedure by either party.
3. This Letter of Agreement shall be reviewed for inclusion into Article 23:00 upon the end of the term of the Collective Agreement.
4. The current collective agreement states that the Maximum Class Size for Connections Classrooms is set at twenty five (25) over the life of the agreement, 2008-2012.
5. The term 'registrant' refers to any student that is on a Connections class list for any given section. The class cap in the Connections class shall be reduced by one for every credit earned during the semester for any period. No new students shall be added to the class list as established on the fifth school day following the full disclosure date. Any exceptions beyond this timeline must meet the conditions as identified in items 9., 10., 13., and 14.
6. All students registered in Connections must appear on a class list for the teacher whose section the student is enrolled or assigned.
7. Students completing their ILC course through a modified program, where daily attendance is not mandatory, for instance Period X students must appear on a class list for the teacher whose section the student is enrolled or assigned.
8. Students registered in Connections shall have full access to school services (i.e. student success, literacy & numeracy teachers) in order to assist them to achieve success in earning their credit.

9. A student that is working on or completes one course, and registers for a second course during the same section shall be recognized as a new 'registrant' for the second course. This shall be recognized in the cumulative total of 25 registrants in that section. For clarity, even though it will be the same student, every course that they register for shall be counted toward the cumulative 25 registrant cap for that section. If a student is eligible to complete a second credit in the same section of Connections, they will be considered to be a new registrant, reducing the class cap as identified in 5. above.
10. The last day for any student to register in a section of Connections shall be five school days beyond the full disclosure date for that semester. Exceptions beyond items 13. and 14. will be at the discretion of the Superintendent. Under no circumstances shall exceptions pierce the Maximum Class Size of 25 registrants.
11. The 'flex' factor as outlined in Article 23:01 will apply to accommodate one exception per section of Connections if approved by the Superintendent, provided it does not result in more than 25% of classes in the school in each semester exceeding the maximum.
12. Connections classroom sections are not recognized as being a split or combined class, given the range of ILC courses being undertaken at any given time. For clarity in Article 23:03, the Connections Maximum Class Size is 25 registrants, and will not be reduced to the lowest maximum of the courses as listed in the chart in Article 23:01, as suggested in 23:03 for regular classrooms.
13. New registrants to a secondary school after the timelines identified in 10. above will be eligible to be timetabled into the Connections classroom(s) to earn credits, if the courses they transfer with are not available through the regular classroom timetable.
14. Students experiencing extenuating circumstances (i.e. prolonged illness, incarceration, prolonged absence for an approved reason) may be registered into the Connections classroom. Provided that there is room available in a Section of Connections, this may occur after the timelines in item 10. above.
15. This Letter of Agreement is signed in good faith on a go forward basis at the beginning of the 2010-2011 school year, for the life of this collective agreement.

For the KPDSB:

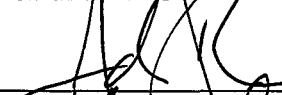


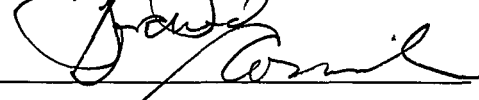


Dated the 5th of May 2010 at 9:30 a.m.

6th

For the TBU:





15th p.m.