

COLLECTIVE AGREEMENT

- Between -

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(hereinafter called the "OSSTF" or "Union")

- Representing -

The Secondary Teachers and Occasional Teachers of OSSTF
District 6B, Superior North
employed by the Board
(hereinafter called the "Bargaining Unit")

- And -

THE SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer" or "Board")

- FOR THE PERIOD -

September 1, 2000 to August 31, 2002

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ARTICLE 1.0: PURPOSE

- 1.01 It is the right and purpose of the parties to maintain harmonious relationships between the Board and teachers in the bargaining unit and to co-operate to the fullest extent in an endeavour to provide the best possible educational service.
- 1.02 It is the desire of the parties to set forth in this Agreement certain of the terms of employment for Teachers and Occasional Teachers covered in this Agreement.

ARTICLE 2.0: DEFINITIONS

- 2.01 Bargaining Unit: means the Bargaining Unit composed of every Part X.1 Teacher assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time and every Occasional Teacher who is on the Board's roster of Occasional Teachers and who may be assigned to a secondary school.
- 2.02 Bargaining Agent: means the Ontario Secondary School Teachers' Federation.
- 2.03 Board: means the Superior-Greenstone District School Board.
- 2.04 Part X.1 Teacher: means a Teacher employed by the Board to teach but does not include a supervisory officer, a principal or vice-principal or an instructor in a Teacher-training institution.
- 2.05 Part-Time Teacher: means a Teacher employed by the Board on a regular basis for other than full-time duty.

2.06 Probationary Teacher:

2.06.01 “Probationary Teacher” means a Teacher employed by the Board for the probationary period determined by the Board

2.06.02 A Teacher hired on a probationary basis is employed on probation for one year or such lesser period as may be determined by the Board. The release of a probationary Teacher during or at the end of such probationary period is subject only to the requirement that the Board has not acted in bad faith.

2.07 Teacher: means a Part X.1 Teacher. A Teacher is required to be a member in good standing with and holds a valid certificate of qualification from the College of Teachers.

2.08 Director: means the Director of Education or his/her designate.

2.09 OSSTF: means the Ontario Secondary School Teachers’ Federation.

2.10. Predecessor School Board: means the Lake Superior Board of Education, the Beardmore, Geraldton, Longlac and Area Board of Education or the Nipigon- Red Rock Board of Education.

2.11 Predecessor Collective Agreement: means the applicable collective agreement in effect immediately prior to September 1, 1998, applying to the District School Board in relation to Secondary Teachers.

2.12 Special Assignment Teacher: means a Teacher assigned to a special project or study or to system wide duties and

such Teacher shall be covered by the Collective Agreement.

- 2.13 Occasional Teacher: means an Occasional Teacher, as defined in Section 1.1 of the *Education Act*, who falls within the scope of the Bargaining Unit.
- 2.15 Agreement: means this Collective Agreement.
- 2.16 Member: means a Member of the Bargaining Unit as defines in Article 2.01.
- 2.17 Casual Occasional Teacher: means an Occasional Teacher who is not a Long Term Occasional Teacher.
- 2.18 Long Term Occasional Teacher: means a teacher who is required to teach for a period of fifteen (15) or more consecutive days as a substitute for the same teacher.
- 2.19 Occasional Teacher Roster: means a list of teachers qualified to teach in Ontario who have been accepted by the Board to work as Occasional Teachers in its secondary schools.
- 2.20 Temporary Teacher: means a person employed to teach under the authority of a Letter of Permission.

ARTICLE 3.0: RECOGNITION

- 3.01 The Board recognizes OSSTF as the exclusive bargaining agent of all Teachers, including Temporary Teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time and of all Occasional Teachers who are on the Board's roster of Occasional Teachers and who may be assigned to a secondary school.

- 3.02 This Agreement is binding upon the Board and OSSTF and upon its Members employed by the Board.
- 3.03 The Board recognizes the right of the OSSTF to authorize the Bargaining Unit's Collective Bargaining Committee to negotiate on behalf of the OSSTF.
- 3.04 The Board recognizes the right of the Bargaining Unit to authorize the OSSTF or any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.05 The OSSTF recognizes the right of the Board to authorize any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.6 The Board further recognizes the right of OSSTF to represent a member at any meeting when the conduct or competence of the member is being considered.
- 3.7 The Board shall permit the Union to inspect and make copies of minutes, at its expense, of all public meetings of the Board and its committees.
- 3.8 The Bargaining Unit shall notify the Board annually in writing of the names of its officers authorized to represent the Bargaining Unit.

3.09 The following provisions of this Collective Agreement shall apply to Occasional Teachers.

- ARTICLE 1: Purpose
2: Definitions
3: Recognition
4: Management Functions
5: Strike Lockout
6: Category Placement
7: Salary Schedule-Part B only
12: Method of Payment of Salary - Part B only
16: Instructional Time
18: Termination of Employment - Clause 18.04 only
21: Posting of Vacancies
22: Evaluation (only those Long Term Occasional Teachers required to teach three (3) or more months for the same teacher)
23: Demotion and Dismissal
24: Grievance/Arbitration Procedure
25: Health and Safety
26: Discrimination/Harassment
28: Cumulative Sick Leave - Clause 28.12 only
Group Life and Welfare Plans - Clause 28.14 Part B only
29: Leaves of Absence (only those Long Term Occasional Teachers required to teach three (3) or more months for the same teacher): Bereavement Leave, Adverse Weather Conditions, Federation Business, and Personal Leave Days
30: Pregnancy and Parental Leave

3.10 The Board shall provide the Union with bulletin board space in each school on which to post Union notices.

3.11 The Board agrees to provide a copy of the Collective Agreement to each newly hired teacher.

- 3.12 The Bargaining Unit shall notify the Board, in writing, of the names of its representatives – officers; bargaining committee members, grievance committee members – and shall notify the Board in writing of any change.
- 3.13 The Board shall provide the Bargaining Unit President with a list of teachers showing their names, schools and classification ranked according to seniority.
- 3.14 The Bargaining Unit shall be allowed to carry out union business on school premises at reasonable times and in reasonable locations. The Bargaining Unit shall notify the Principal in advance of scheduling a meeting.

ARTICLE 4.0: MANAGEMENT FUNCTIONS

- 4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.
- 4.02 All rights not expressly granted to Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

ARTICLE 5.0: NO STRIKE OR LOCKOUT

- 5.01 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall bear the

meaning given them in the *Labour Relations Act*, as amended.

ARTICLE 6.0: CATEGORY PLACEMENT

- 6.01 Category definitions shall be those established by the Ontario Secondary School Teachers' Federation Certification Department. For the purposes of salary categorization, the Board recognizes the Certification Rating Statement issued by the OSSTF Certification Department as being final.
- 6.02 Teachers on staff the first semester requesting a category adjustment shall be paid in the new classification, retroactive to September 1st, if the teacher submits documentary evidence to this effect (Statement of Evaluation by OSSTF) prior to December 15th of that year. All qualifications for the new classification must have been attained before September 1st of that school year.

If, through no fault of the teacher, the documentation arrives after December 15, all adjustments in salary shall be paid retroactive to September 1; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received.

- 6.03 Teachers hired for the second semester requesting a category adjustment shall be paid in the new classification, retroactive to the first day of the second semester, if the teacher submits documentary evidence to this effect (Statement of Evaluation by OSSTF) prior to May 15th of that year. All qualifications for the new classification must have been attained before the first day of the second semester of that school year.

If, through no fault of the teacher, the documentation

arrives after May 15, all adjustments in salary shall be paid retroactive to the first day of the second semester; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received.

6.04 The onus is on the Teacher to provide documentary proof of the following upon entering employment or upon change in status, by specified dates, (above) of the current school year:

- a) Category rating;
- b) Teaching experience; and
- c) Teacher's Certification.

ARTICLE 7.0: SALARY SCHEDULE

PART A – Teachers

7.1 The following salary schedule shall be effective September 1, 2000.

	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	35,675	37,280	40,471	42,306
1	37,975	39,740	43,111	45,138
2	40,275	42,200	45,751	47,969
3	42,575	44,660	48,393	50,794
4	44,874	47,120	51,035	53,629
5	47,174	49,581	53,676	56,454
6	49,474	52,041	56,320	59,289
7	51,774	54,501	58,960	62,110
8	54,074	56,961	61,600	64,946
9	56,373	59,421	64,242	67,769
10	58,674	61,883	66,884	70,660

7.02 The following salary schedule shall be effective September 1, 2001.

	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	36,924	38,584	41,887	43,786
1	39,304	41,131	44,620	46,718
2	41,685	43,677	47,352	49,648
3	44,065	46,223	50,087	52,571
4	46,445	48,770	52,821	55,506
5	48,825	51,316	55,555	58,430
6	51,206	53,862	58,291	61,364
7	53,586	56,409	61,023	64,284
8	55,966	58,955	63,756	67,219
9	58,346	61,501	66,491	70,141
10	60,728	64,049	69,225	73,134

PART B – Occasional Teachers

7.01 (a) Effective September 1, 2000 an Occasional Teacher employed as a Casual Occasional Teacher who is certified to teach in the secondary schools in Ontario according to the Ontario Statutes shall be paid a per diem rate which includes four percent (4%) vacation pay calculated as follows:

90.7% of 1/194th of Category 1 Minimum Salary of the salary grid in Part A above. For the period commencing September 1, 2000 the rate of pay is \$166.79 which shall include four percent (4%) vacation pay. For the period commencing September 1, 2001 the rate of pay is \$172.62 which shall include four percent (4%) vacation pay.

7.01 (b) A Long Term Occasional Teacher (which include individuals on Letters of Permission) shall be paid a per

diem rate equivalent to that of a teacher on the salary grid for Teachers in Part A above, having the same qualifications and experience effective on the fifteenth (15th) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The rate shall include four percent (4%) vacation pay and shall continue to be paid until the expiration of the assignment.

- 7.01 (c) Under extenuating circumstances, a Long Term Occasional Teacher may miss one of the fifteen (15) consecutive teaching days without pay and penalty upon permission of the principal for appointments booked prior to commencement of the assignment.

7.2 Recognized teaching experience, for the purpose of subsection (b) above, shall include the following:

- a) Previous teaching experience, excluding casual occasional Teaching experience, completed with the Board. Long term assignments completed with the Board shall be granted one (1) month of teaching experience for every twenty (20) days of long term occasional teaching experience, pro-rated for part-time assignments except when full term (September 1 – December 31 or January 1 – June 30) is worked, in which case 4/10 or 6/10 whichever applies, will be granted to the teacher as experience.
- b) Previous teaching experience, excluding casual occasional teaching experience, completed outside the Board. Long term assignments completed outside the Board, but inside Ontario shall be granted experience by the Board subject to the occasional Teacher providing a statement on official letterhead, signed by authorized Board personnel, showing the dates and

numbers in each assignment.

7.03 In determining a Long Term Occasional Teacher's category placement on the Salary Grid, the Board will follow Article 6.0

ARTICLE 8.0: TEACHING EXPERIENCE

8.01 Teaching experience recognized for grid purposes will include successful teaching in a school under the jurisdiction of a Provincial Ministry of Education or the Federal Government.

Experience in a Canadian Community College or University, provided the individual retained a valid Canadian Teaching Certificate at the time the experience was gained, is also recognized for grid purposes.

8.02 A Teacher hired on a full-time basis, who has taught 50% or more of the school year, will be granted the full increment or experience allowance for seniority purposes. For grid placement, the actual time worked will be accumulated at the end of each school year and when such a total includes a fraction of 50% or more the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

Example

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

8.03 A Teacher hired on a part-time basis who has taught 50% or more of a full-time assignment, shall be granted a full increment or experience allowance for seniority purposes. For grid placement, the actual time worked will be accumulated at the end of each school year and when such total includes a fraction of 50% or more, the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

Example

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

ARTICLE 9.0: RELATED WORK AND TRADE EXPERIENCE

9.01 Related Work Experience:

Related work experience recognized by the Board and above that required for admission to a teacher training institution will receive allowances as follows:

<u>No. of Years</u>	<u>Allowance</u>
1	460
2	930
3	1,395
4	1,930
5	2,250
6	2,490

Related work experience shall not cause the maximum for the category to be pierced.

9.02 Trade Experience:

Effective September 1, 2000, Vocational or Commercial: each year of Vocational or Trade Experience to a maximum of ten (10) years over the minimum requirements of an Ontario College of Education will be credited as follows:

One (1) grid step for every year of experience to a maximum of ten (10) years.

Trade experience must be certified by previous employer(s) and be rounded to the nearest half-year.

ARTICLE 10.0: MASTER'S DEGREE ALLOWANCE

10.01 Effective September 1, 2000, a teacher will be paid \$850.00 in addition to his/her regular salary for a Master's Degree from a recognized university or institution.

ARTICLE 11.0: METHOD OF PAYMENT OF SALARY

PART A - Teachers

11.01 The Teacher's annual salary is to be paid on the 15th and 30th of each month.

For a part-time teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment of either 6.5 classes and 0.17 credit of TAP and/or remedial or, in the case of special education and guidance teachers,

6.67 classes or equivalent. Such prorating shall be in accordance with the following chart:

Assignment	F.T.E. Status
1.0 Class	0.150
1.0 Class plus TAP/Remedial	0.175
1.5 Classes	0.225
1.5 Classes plus TAP/Remedial	0.250
2.0 Classes	0.300
2.0 Classes plus TAP/Remedial	0.325
2.5 Classes	0.325
2.5 Classes plus TAP/Remedial	0.400
3.0 Classes	0.450
3.0 Classes plus TAP/Remedial	0.475
3.5 Classes	0.525
3.5 Classes plus TAP/Remedial	0.550
4.0 Classes	0.600
4.0 Classes plus TAP/Remedial	0.625
4.5 Classes	0.675
4.5 Classes plus TAP/Remedial	0.700
5.0 Classes	0.750
5.0 Classes plus TAP/Remedial	0.775
5.5 Classes	0.825
5.5 Classes plus TAP/Remedial	0.850
6.0 Classes	0.900
6.0 Classes plus TAP/Remedial	0.925
6.5 Classes	0.975
6.5 Classes plus TAP/Remedial	1.000

A TAP and/or remedial assignment for one semester shall count as 0.085 credit.

These provisions apply as well to teachers who have assignments in guidance or special education instead of classroom assignments or in combination with classroom

assignments. Such assignment for one period shall count as equivalent to one class in a semestered school.

- 11.02 A Teacher is entitled to be paid his/her salary in the proportion that the sum of the total number of school days on which the Teacher performs his/her duties bears to the sum of the total number of school days in the school year.

For purposes of calculating a day's salary under this agreement, the amount shall be equal to:

$$\frac{1}{\text{\# of school days in that school year}} \times \text{Teacher's Salary}$$

- 11.03 On each pay date the Board shall deduct from each Member who receives a cheque/deposit the OSSTF regular monthly dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 11.04 The OSSTF dues deducted shall be forwarded to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.
- 11.05 Any Bargaining Unit dues deducted shall be forwarded to the Treasurer of OSSTF District 6B, Superior North, no later than the fifteenth of the month following the date on

which the deductions were made. The payment shall be accompanied by list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.

11.06 OSSTF agrees to indemnify and save harmless any action against the Board resulting from such deductions authorized by the OSSTF and/or the Bargaining Unit.

PART B – Occasional Teachers

11.01(a) Subject to subsection 11.01 (b), Occasional Teachers shall be paid by direct deposit as follows:

<u>Pay Date</u>		<u>Period Worked</u>		
September 30	September	1	-	15
October 15	September	16	-	30
October 31	October	1	-	15
November 15	October	16	-	31
November 30	November	1	-	15
December 15	November	16	-	30
January 15	December	31	-	31
January 31	January	1	-	15
February 15	January	31	-	31
February 28	February	1	-	15
March 15	February	28	-	28
March 31	March	1	-	15
April 15	March	31	-	31
April 30	April	1	-	15
May 15	April	30	-	30
May 31	May	1	-	15
June 15	May	31	-	31
June 30	June	1	-	15
July 15	June	30	-	30

- 11.01(b) Long Term Occasional Teachers who are required to teach for a period of three consecutive months as substitute for the same teacher shall be paid in accordance with Article 11.01 of Part A above.
- 11.01(c) Each Occasional Teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.
- 11.01(d) A statement of earnings indicating the number of days worked during the pay period shall be forwarded to the occasional teacher.

ARTICLE 12.0: OCCASIONAL TEACHER ROSTER

- 12.1 The Occasional Teacher Roster shall be broken down by secondary school and shall provide the following information for each Occasional Teacher:
- i) name,
 - ii) address,
 - iii) telephone number,
 - iv) subjects/divisions that the Occasional Teacher is qualified to teach,
 - v) preferred grade levels, and
 - vi) availability.
- 12.02 The Board agrees to amend from time to time the composition of the Occasional Teacher Roster so that it reflects those actively seeking occasional teaching assignments.
- 12.03 The Board shall publish and distribute the Occasional Teacher Roster for the upcoming school year to the Bargaining Unit by September 30th of each year.

- 12.04 Occasional Teachers shall notify the Human Resources Department of the Board as soon as practicable, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 12.05 Incumbents on the Occasional Teacher Roster shall advise the principal(s) of the school(s) where they wish to teach by September 1st of each school year of their desire to remain on the Occasional Teacher Roster.
- 12.06 An Occasional Teacher who is included on the list shall be available for assignment or shall provide reasonable grounds for refusing such assignment.
- 12.07 It shall be the responsibility of all Occasional Teachers to provide the Board with a Qualifications Rating Statement and any supporting documents within sixty (60) days of being added to the Occasional Teacher List.
- 12.08 When filling a casual occasional teaching assignment, the Board shall endeavor to contact all qualified Occasional Teachers on the Occasional Teachers' Roster available for placement at that secondary school prior to filling the assignment with a teacher who is not on the list.

ARTICLE 13.0: SENIORITY

- 13.01 Seniority shall mean length of continuous service in the OSSTF Teachers' Bargaining Unit with Superior-Greenstone District School Board and shall include experience with its predecessor Boards of Education. Predecessor Board of Education seniority shall be determined by the appropriate collective agreement in force as of December 31, 1997. A list of Teachers with

predecessor Board of Education seniority will be maintained at the Superior-Greenstone District School Board office.

13.02 It is understood by both parties that seniority is, first and foremost, based on an individual school basis.

13.03 The following leaves will be recognized for seniority purposes: pregnancy leave, parental leave, leave of absence, sick leave, secondment, long term disability, Teacher Funded Leave Plan, Workers' Compensation and any other Board-Approved leave contained within this contract where it is stated that seniority shall continue to accrue.

13.04 Effective September 1, 2000, part-time Teachers shall accrue seniority as though they were full-time

13.05 That Teacher is more senior who has the greater:

- a) length of continuous teaching service with the Superior-Greenstone District School Board and its predecessor Boards of Education at a given secondary school as a member of OSSTF; or, when these are equal
- b) length of continuous teaching service with the Superior-Greenstone District School Board and its predecessor Boards of Education at a secondary school level as a member of OSSTF; or, when these are equal
- c) length of teaching service with the Superior-Greenstone District School Board and its predecessor Boards of Education at a secondary school level as a member of OSSTF; or, when these are equal
- d) length of teaching service at a secondary school level

as a member of OSSTF; or, when these are equal

e) length of total teaching service; or, when these are equal

f) if a redundancy exists, all of the above being equal, the Director of Education and the Principal concerned shall determine who shall be declared redundant in the best interests of the school.

ARTICLE 14.0 : STAFFING

14.01 For the 2000-2001 school year, the number of classroom teachers assigned to each school shall not be less than the result of dividing by 16 the average of the FTE students in the school on October 31, 1999 and March 31, 2000.

14.02 For the 2000-2001 school year, each school shall have Guidance and Special Education teachers assigned to it according to the following:

If the average of the FTE students in the school on October 31, 1999 and March 31, 2000 is more than 400:

1.525 Guidance Teachers
1.525 Special Education Teachers.

If the average of the FTE students in the school on October 31, 1999 and March 31, 2000 is less than 400:

1.0 Guidance Teachers
1.0 Special Education Teachers.

14.03 Additional staff may be assigned to a school at the discretion of the Board.

14.04 The minimum number of TAP and /or remedial assignments shall not be less than the number of full-time equivalent classroom (excluding Guidance and Special Education) teachers.

In-School Staffing Committee

14.5 An In-School Staffing Committee shall be established and maintained from year to year in each secondary school, commencing March 1. The Committee shall be comprised of two teachers from the school appointed by the union, the Principal and Vice-Principal of the school.

14.6 The Committee will provide advice and input to the Principal with respect to timetabling, teaching assignments including the minimum eligible course obligations assigned to each teacher, the allocation of the other assigned responsibilities such as supervision, and the method of staffing during the school year including surplus and redundancy declarations.

14.7 The Committee shall meet at the request of the union representatives or the administration representatives and shall report to the full school staff at the staff meeting next following any meeting of the In-School Staffing Committee.

ARTICLE 15.0: PROGRAM LEADERS

15.01 Following a posting and interview process, the Board shall select Program Leaders in each school based on the average number of FTE students in the school on October 31, 1999 and March 31, 2000.

Enrolment:

less than 300 students	5 Program Leaders
300 – 375 students	6 Program Leaders
more than 375 students	7 Program Leaders

- 15.02 Each Program Leader shall be selected following a posting and interview process. The position will be for a fixed term of three years.
- 15.03 Each Program Leader shall receive an allowance of \$3,000.
- 15.04 In each school the Program Leaders will be in charge of the following curricular areas or combination thereof:
1. Social Science: Geography, History, Humanities, Family Studies, Native Studies.
 2. Student Services: Guidance, Special Education, Co-op, Alternative Education, OYAP.
 3. Languages/Communications: English, French, Native Language
 4. Mathematics:
 5. The Arts: Art, Music, Drama.
 6. Technological Studies:
 7. Science: Science, Biology, Physics, Chemistry, Geology.
 8. Health and Physical Education:
 9. Business Studies, Computer Studies/Library and Information Services
- 15.05 The model for curriculum subject-based Program Leaders for each school will be determined by the Principal of the school in consultation with the In-School Staffing Committee, subject to the approval of the Director.

15.06 In addition to their other leadership responsibilities, each Program Leader shall be responsible for assessment, evaluation practices and instructional strategies within their specific curricular areas. However, in each school one Program Leader shall be designated the school representative for these areas.

ARTICLE 16.0: INSTRUCTIONAL TIME

- 16.1 Each full-time classroom teacher shall be assigned a maximum of 6.5 credit and /or credit equivalent courses plus 0.17 TAP and/or remedial courses except that special education and guidance teachers may be given an assignment of 6.67 consisting entirely of special education or guidance.
- 16.2 In a semestered school, no classroom teacher shall be assigned more than 3.5 of the 6.5 credit and/or credit equivalent courses per semester except with the consent of the teacher and the Bargaining Unit President.
- 16.3 Each teacher shall be assigned to a 40 consecutive minute lunch break, free from assigned duties, between the hours of 11:15 a.m. and 1:45 p.m.
- 16.4 No teacher shall be assigned, without the consent of the teacher and the Bargaining Unit President, to teach more than two consecutive periods without a lunch break.
- 16.5 Each full-time teacher shall be assigned a maximum 1250 instructional minutes for each five instructional days on average during the school year.
- 16.6 A teacher may be assigned to supervise students up to a maximum of 800 minutes during the period in which the teacher is not assigned to teach four (4) periods. The

assignment of supervision duties shall be equitable and shall be monitored by the In-School Staffing Committee. It is not the intention of this article to increase current supervision practices in schools. Should any increase or modification to the existing supervision assignments in place in each school be required, they shall only be made after consultation with the In-School Staffing Committee.

- 16.7 A teacher shall only be assigned an on-call in the event of an emergency. An emergency is defined as an unforeseen absence of a teacher where no occasional teacher is readily available.
- 16.8 Unassigned time shall be available to the teacher for preparation and marking.
- 16.9 Where practicable, the timetable for a Long Term Occasional Teacher shall be the same as the timetable for the Teacher who is being replaced.
- 16.10 The length of the school year shall be the minimum required under the Education Act.
- 16.11 The Principal or designate shall grant a minimum of one and one half (1.5) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without the one and one half (1.5) hours notice, the Occasional Teacher shall be paid for one-half (.5) day and may be assigned duties by the Principal or designate for that one-half (.5) day.
- 16.12 No Occasional Teacher shall be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject the Occasional Teacher to risk of injury or liability for negligence. An Occasional

Teacher shall respond to a medical emergency involving pupil(s) in a responsible manner.

ARTICLE 17.0: STAFF REDUCTION

17.01 Should a reduction in the staff of a school becomes necessary, teachers shall be laid off in reverse order of their seniority provided that the remaining teachers are qualified to perform the remaining assignments. Teachers being laid off at the end of the first semester will be notified no later than November 30. Teachers being laid off at the end the second semester will be notified no later than May 30.

The President of the Bargaining Unit shall be provided with all the relevant information prior to teachers being laid off.

17.02 Election:

- a) A Teacher who is subject to lay-off shall elect in writing within the notice period whether to maintain his/her recall rights.
- b) In the event that the Teacher elects to waive his/her recall rights or fails to make an election, the Teacher's employment terminates and the Teacher shall be paid any severance pay to which he/she is entitled under 17.06 below.
- c) In the event that a Teacher elects to maintain recall rights, the Teacher shall be placed on the recall list for thirty-six (36) months from the effective date of lay-off. In the event that a Teacher is not recalled or does not accept recall within the thirty-six (36) month period, the Teacher's employment shall terminate and the Teacher shall be paid severance pay to which the Teacher is

entitled in accordance with 17.06 below.

- d) A Teacher on the recall list may at any time during the thirty-six (36) month period renounce recall rights at which time employment will terminate and the Teacher shall receive any severance pay to which the Teacher is entitled in accordance with 17.06 below.

17.03 Recall:

- a) Recall shall be in seniority order provided the Teacher is qualified to perform the teaching assignment.
 - b) A Teacher on the recall list must keep the Board informed at all times of the Teacher's current address and telephone number. The initial attempt to recall eligible laid off Teacher(s) shall be by telephone. If this is unsuccessful, a registered letter shall be sent to the last known address.
 - c) A Teacher who has been placed on the recall list from a full-time teaching assignment shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching assignment with the Board. However, if such Teacher does not accept the temporary or part-time teaching assignment, the Teacher shall not be considered for recall to any other teaching assignment similar to such assignment. Where the temporary teaching assignment is finished the Teacher shall return to the recall list.
 - d) Any Teacher on the recall list shall have the option to maintain his/her benefit coverage at full premium cost to the Teacher payable to the Board in advance on a monthly basis.
- 1) e) Any Teacher on the recall list who is offered a part-

time or full-time teaching assignment shall have a maximum of ten (10) working days from the date of notification by telephone or the posting of the registered letter, in which to report for the teaching assignment.

- 2) f) A Teacher who fails to accept his/her recall or report for work as specified, except where permitted in (g) below, shall lose all recall rights.
- 3) g) A Teacher who is unable to report for work and provides satisfactory medical or other evidence of injury or illness, or who provides another reason satisfactory to the Board, shall not lose recall rights because of failure to report in accordance with 17.03 (f) above. A Teacher shall not be required to accept recall to a school different from the one from which he/she was laid off.
- 4)
- 5) h) Prior to any external hiring, all teachers, available for recall and qualified for the position, shall be offered the position in accordance with the provisions of this Article.

17.04 Deemed to Have Terminated Employment: A Teacher shall be deemed to have terminated employment with the Board if the Teacher:

- a) Voluntarily resigns in writing, or
- b) Fails to report for the teaching assignment within ten (10) days from the mailing notice of recall unless a reason satisfactory to the Board is given, or
- c) Fails to report to work, after being recalled, within ten (10) days of notifying the Board of his/her return to work unless a reason satisfactory to the Board is given, or

d) elects to waive or renounce his/her recall rights

17.05 Letter of Reference: Any Teacher who terminates employment with the Board after being declared surplus, shall receive from the Director of Education a letter stating that the employment of the Teacher was terminated because of a surplus of Teachers and for no other reason.

17.06a) Severance Pay: A teacher entitled to severance pay under this article shall receive severance pay based upon their years of continuous employment with the Board in accordance with the following. Severance pay under this article is inclusive of any severance pay to which the teacher is entitled under *The Employment Standards Act*.

1 year	- 8% of current salary
2 years	- 12% of current salary
3 years	- 15% of current salary
4 years	- 18% of current salary
5 years or more	- 20% of current salary

ARTICLE 18.0: TERMINATION OF EMPLOYMENT

18.01 A teacher shall notify the Board by November 30 of the Teacher's intention to resign effective the end of first semester. A teacher shall notify the Board by May 31 of the Teacher's intention to resign effective June 30 through August 31.

18.02 It is understood that a Teacher shall terminate employment at the end of first semester or June 30 through August 31 except with the consent of the Board. The Board's consent will not be unreasonably withheld where the Teacher is retiring to pension and has provided the Board with thirty (30) school days written notice.

- 18.03 The Board and a teacher who is a night school or summer school continuing education teacher shall give written notice to the other of not less than two weeks should either wish to terminate the Teacher's employment
- 6) a) before the last day of the course(s) being taught by the teacher; or
 - 7) b) provided that fewer than two weeks are to elapse before the start time of the course.
 - 8)
 - 9) 18.04 When a Long Term Occasional Teacher has been employed in an assignment for thirty (30) or more school days, the Long Term Occasional Teacher shall be provided with one (1) week written notice if the assignment is to end prior to the agreed upon date.

ARTICLE 19.0: VOLUNTARY TRANSFER

- 19.01 Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Director in writing no later than March 31 in the school year immediately prior to the school year for which the transfer will be effective.
- 19.02 All such requests shall remain on file with the Director until the Bargaining Unit Member requests otherwise.
- 19.03 Requests for voluntary transfer to a job which has become available at a high school within the Board will be considered before the Board hires a new Teacher. The principal will, upon request, meet with the teacher whose request for transfer has been denied in order to provide reasons for the denial. The teacher shall have the right to OSSTF representation at such a meeting. In order to facilitate voluntary transfers a Member who is transferred

to replace a member on leave will remain the responsibility of the originating school.

ARTICLE 20.0: ACTING ADMINISTRATIVE POSITIONS

20.01 Subject to the provisions set out below, a Teacher who accepts an assignment for a specific term to a temporary position of added responsibility to fulfill the duties of a Vice Principal or Principal temporarily absent from duty for a period of time not to exceed one (1) school year or who has left the Board's employ during the school year, shall continue to be a member of the Bargaining Unit, with all the rights, privileges and obligations thereof, including but not limited to:

- i) Payment and deduction of union dues;
- ii) Participation in the Teachers' benefits plans pursuant to the Collective Agreement;
- iii) Accrual of bargaining unit seniority in the usual course;
- iv) Full recognition and credit for teaching experience for the term the Teacher is in the acting position; and
- v) Access to the grievance procedure.

20.02 The terms and working conditions of the Acting Vice-Principal or Principal assignment shall be those of the Vice-Principal or Principal position as may be determined by the Board. It is agreed and understood, however, that Teachers put into this type of position will not be expected or required to write or present performance appraisals of other Teachers, although they may be required to provide

requested factual information to the Board or Principal to assist in the preparation of a teacher appraisal. In addition, it is understood that an Acting Principal or Vice-Principal shall not discipline other OSSTF Members.

- 20.03 Where the teacher accepts an assignment to the position of Acting Vice-Principal or Principal for one or more days, the daily salary for the acting position shall be the ordinary starting salary for the Vice Principal or Principal position being replaced, divided by 194, retroactive to the first day of the assignment.
- 20.04 A decision of the Board to terminate a Teacher's acting assignment to a Vice-Principal or Principal position shall not be considered disciplinary and shall not be the subject-matter of a grievance or arbitration.
- 20.05 Upon the termination of the acting assignment, the Teacher shall be returned to the bargaining unit position held prior to the acting assignment.

ARTICLE 21.0: POSTING VACANCIES

- 21.01 The Board agrees to post internally notices of vacancies in Bargaining Unit positions (including Long Term occasional positions known from the outset to be in excess of one month and Program Leader positions) which occur during the school year. Such posting shall be for five (5) days and a copy shall be provided to the Bargaining Unit President. Copies shall also be sent to all teachers on the recall list.

ARTICLE 22.0: TEACHER CLASSROOM EVALUATION

- 22.01 All evaluations as defined in this Agreement shall be conducted in accordance with this article.

- 22.02 "Evaluation" shall mean an assessment of a Teacher's classroom performance by the Principal which shall be placed in the Teacher's Personnel File. In preparing the evaluation, the evaluator shall take into consideration whether the teacher holds a teaching qualification for the subject being taught.
- 22.03 The evaluation report shall be made in writing and signed by both the evaluator and the teacher concerned. The evaluation shall be made only upon prior notice of no less than three school days to the teacher involved.
- 22.04 The evaluation report shall be made available to the Teacher at the earliest opportunity, and no later than ten (10) school days following the date of the classroom visit.
- 22.05 The Teacher shall be given the opportunity to sign the report and to add the Teacher's own comments. The Teacher's signature shall indicate only that the Teacher has read the evaluation report.
- 22.06 An evaluation report which states the Teacher's classroom performance is unsatisfactory shall outline the reasons and specific recommendations for improvement in order to achieve satisfactory classroom performance. Where appropriate, the Principal shall arrange for assistance for the Teacher from within and/or outside the teaching staff. Under such circumstances, a subsequent evaluation shall be made on these specific recommendations after a reasonable time for improvement. In the event of continued unsatisfactory performance, the Principal shall inform the Teacher in writing, that unless a future evaluation shows satisfactory performance, a recommendation for dismissal will be made. That future evaluation will be made after a reasonable time.

- 22.07 Before making a written recommendation for dismissal because of incompetence, the Principal or Director shall comply with 22.06.
- 22.08 All Teachers shall have access to their personnel files maintained by the Principal. Teachers shall have the right to make copies of any material contained in such files.
- 22.9 Teachers shall receive copies of any materials placed in their personnel files.
- 22.10 A Teacher who believes that a document in his/her personnel file contains inaccuracies or errors may append to the document a notice setting out the Teacher's corrections. Where the Board agrees with the Teacher that a document is inaccurate, the error will be corrected and the inaccurate document removed from the file.

ARTICLE 23.0: DEMOTION & DISMISSAL

- 23.01 No non-probationary teacher shall be disciplined or discharged without just cause. The employment of probationary teachers may be terminated for any reason provided that the Board does not act in bad faith.
- 23.2 The recommendation to the Board for demotion, discipline, or dismissal of a teacher shall come from the Principal and the Director.
- 23.04 A Member may request, no more frequently than once per school year, in writing to the Director of Education, to remove any material from the Member's file. No material removed from a Member's file shall be referred to or used against the Member in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the Member in order to demote, dismiss,

discharge or discipline the Member in any way, nor shall it be used against the Member in any arbitration or any other legal proceeding.

The Director of Education or designate shall respond in writing to the Member within three (3) weeks of the date of such request. A copy of the response will be provided to the Bargaining Unit President.

If such request were denied, the member may request a meeting with the Director of Education or designate to discuss the reasons for the decision.

ARTICLE 24.0: GRIEVANCE / ARBITRATION PROCEDURE

24.01 Definition:

- a) A “grievance” shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the Member, group of Members or OSSTF and the Board.
- b) A “party” shall be defined as:
 - i) OSSTF;
 - ii) the Board
- c) “Days” shall mean school days unless otherwise indicated.
- 10) d) The “grievor” shall be defined as the party initiating the grievance.

11)

12)

13) 24.02 Informal Stage:

The Member, or group of Members must attempt to resolve a grievance by informal discussion with the principal or immediate supervisor prior to initiating the formal grievance. The Member may be accompanied by an OSSTF representative at the Member's request.

24.03 Formal Stage

Step 1

- a) Where OSSTF decides to proceed with a grievance, it shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and shall deliver the same to the Principal within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the Member ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- b) The Principal or designate, shall meet with the grievor(s) and the designate OSSTF representative(s) within ten (10) days from the receipt of the grievance. The Principal or designate shall forward the written decision to OSSTF within five (5) days of such meeting

Step 2

- a) Failing settlement at Step 1, OSSTF may submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the designated OSSTF representative(s) within ten (10)

days from the receipt of the grievance. The grievor(s) may attend such meeting at the request of the OSSTF representative(s). The Director or designate shall forward a written decision to OSSTF within five (5) days of such meeting.

Step 3

If no settlement is reached, OSSTF may submit the grievance to arbitration within twenty (20) days of receipt of the response as follows:

- a) Arbitration: When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- b) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any Member(s) affected by it.
- c) Board of Arbitration: When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days of the

appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the arbitration board, the other party may request the Minister of Labour to refer the grievance to a single arbitrator.

d) Decision of the Board of Arbitration: An arbitration board shall give a decision within thirty (30) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the board of arbitration shall be final and binding and enforceable on all parties.

e) A grievance relating to the dismissal or discharge of a Member may be filed at Step 2.

24.04 Powers of the Board of Arbitration: An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the *Labour Relations Act*.

24.05 Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the arbitration board.

24.06 Policy Grievance: OSSTF and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged

violation of this collective agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to OSSTF or the Director of Education and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or when OSSTF or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

24.07 Grievance Mediation:

- 14) a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- 15) b) The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

24.08 Other:

- 16) a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.
- 17) b) If the grievor or OSSTF fails to act within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievance will be

considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, OSSTF may submit his/her grievance to the next step of the procedure.

- 18) c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- 19) d) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
- 20) e) There shall be no reprisals of any kind taken against any Member because of the Member's participation in the grievance or arbitration procedure under this Agreement.

ARTICLE 25.0: PROFESSIONAL ACTIVITY DAYS

25.01 The Board shall provide information to the Bargaining Unit President about the professional development activities provided by the Board.

25.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.

25.03 A Long Term Occasional Teacher who is required to teach for a period of three (3) or more consecutive months as substitute for the same teacher will be paid for a Professional Activity Day that falls within that assignment and will be required to participate in the scheduled professional activity sessions.

25.04 An Occasional Teacher may attend on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Requests to attend shall be in

writing to the Principal at least fifteen (15) teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.

ARTICLE 26.0: HEALTH AND SAFETY

- 26.01 Health and Safety shall be governed by the applicable provisions of the *Occupational Health and Safety Act*.
- 26.02 Training required by the *Occupational Health and Safety Act* shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee.

ARTICLE 27.0: DISCRIMINATION / HARASSMENT

- 27.01 The parties agree to comply with their obligations under the *Ontario Human Rights Code*.

ARTICLE 28.0: CUMULATIVE SICK LEAVE

PART A - Teachers

- 28.01 Subject to Articles 28.05, as of June 30th of each year, cumulative sick leave credits shall be placed to the credit of each Teacher on staff equal to twenty (20) days sick leave minus the number of days absent during the year on account of illness.
- 28.02 Each Teacher shall be entitled to accumulate sick leave credits to a maximum of 260 days.
- 28.03 By October 30th of each year, each Teacher on staff shall be provided with a statement of the number of sick leave credits accumulated to June 30th of the prior school year.

- 28.04 All Teachers, after commencement of their duties each year, shall receive full pay for up to twenty (20) days of absence due to illness or injury during the school year. The Teacher's cumulative sick leave reserve will be drawn upon to the extent that the number of days lost through illness or injury in any year exceeds twenty (20).
- 28.05 Teachers employed for a partial year shall receive two (2) sick leave credits for each full month of employment. A full month of employment is one in which the Teacher teaches for at least ten (10) consecutive days.
- 28.06 The number of sick days credited to a part-time Teacher for the year shall be in the same proportion as his or her teaching time is to a full teaching year in accordance with the chart set out in Article 11.01.
- 28.07 Every period of absence is to be reported by all teaching personnel by notifying the person designated by the Board as soon as possible.
- 28.08 The Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner, for absences of five (5) consecutive school days or more due to sickness, physical and/or mental disability. The Board shall reimburse the teacher for the cost, if any, charged by the practitioner for the certificate.
- 28.09 For absences greater than ten (10) or more consecutive school days, due to sickness, physical and/or mental disability, the Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner. The Board may require a Teacher to sign a consent to release a detailed report from his/her own physician or dental practitioner to a physician or dental practitioner of the Board's choice. Any costs incurred in obtaining the

medical reports or for the appointment will be paid by the Board.

- 28.10 Should a Teacher totally exhaust his/her sick leave credits and be unable to return to work, the Board shall grant the Teacher a leave of absence without pay for the remainder of the school year. The Board may grant further leaves of absence of up to one school year at a time upon a review of the Teacher's condition and prognosis. The Board may require a Teacher to sign a consent to release a detailed report from his/her own physician or dental practitioner to a physician or dental practitioner of the Board's choice. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
- 28.11 Subject to the maximum set out in paragraph 28.02 , a teacher transferring from another Board shall be credited with the number of days of sick leave credits which the employee had to his/her credit with the previous Board.
- 28.12 (a) Long Term Occasional Teachers who are required to teach for a period of three (3) or more consecutive months as substitute for the same teacher shall accumulate sick leave credits throughout the long term assignment at the rate equivalent to that set out in 28.01, prorated for the duration of the long term occasional teaching assignment. At the end of the long term occasional teaching assignment any outstanding sick leave credits will be cancelled.
- (b) Sick leave credits accumulated by Long Term Occasional Teachers shall be reduced by one (1) full-time equivalent day for each one (1) full-time equivalent day of absence due to illness or injury during the long term occasional assignment. The Board may require a Long Term Occasional Teacher to submit a certificate

from a qualified medical or dental practitioner, for absence of five (5) consecutive days or more due to sickness, physical and/or mental disability.

28.13 Retirement Gratuity:

28.13.01 Upon superannuating on a bona fide Ontario Teachers' Pension Plan pension from employment with the Superior-Greenstone District School Board, subsequent to five years continuous service with the Board, the teacher shall receive a retirement gratuity, providing one year's notice is given of the intent to retire. Where such notice is not given the Board may withhold payment until the following budget year.

28.13.02 When a teacher becomes entitled to receive a gratuity under this Article, the Board shall so inform that teacher in a letter of the form attached as Schedule A to this Agreement. The Board shall allow the teacher at least thirty days after receipt of such notice to provide written instructions as to the method of payment. If no instructions are received, the payment will be made either by cheque or directly to the teacher's account.

28.13.03 This retirement gratuity is:

- a) calculated at the rate of 6% of accumulated sick leave after the first five years;
- b) increased by 2% per year thereafter to a maximum of 50%;
- c) calculated on the past year's salary.

In the event of the death of a teacher while employed by the Board, any retirement gratuity payable will be paid to

the teacher's estate or assigned beneficiary.

Any teacher accepting this gratuity forfeits all of his/her accumulated sick leave credits as per the following example:

Applicable provisions of Board Salary Agreement:

- sick leave accumulates 20 days per year to a maximum of 225 days
- retirement gratuity is 6% of accumulated sick leave after five years service
- retirement gratuity increases by 2% of accumulated sick leave in the 6th and subsequent years until a maximum of 50% is reached
- the gratuity is calculated on the past year's salary which would ordinarily be the September-June salary for the school year immediately preceding retirement, or the calendar year's salary if retirement occurred on December 31st.

Example: A teacher has taught for the Board for 12 years, has a salary of \$70,660 in the last year of employment, and a sick leave accumulated total of 180 days.

Calculation:

12 years = 20%

20% of 180 days = 36 days

Daily rate of pay = $\frac{70,660}{200} = \$353.$

Amount of Retirement Gratuity = 36 days X \$353.
= \$12,718.

(subject to usual deductions of income tax, etc.)

28.14 Group Life and Welfare Plans:

PART A Teachers

a) The Board shall contribute 100% towards the premium costs for all benefits listed below with the exception of the LTD benefit. Employees shall pay the remaining premium costs through payroll deduction. Employees shall pay 100% of the premium costs for LTD.

1. Life insurance for the employee equal to \$275,000 convertible.

2. Dependent Life Insurance:

a) Spouse - \$20,000

b) Each Child - \$10,000

3. Long Term Disability Insurance with a 90 day waiting period.

4. Accidental Death and Dismemberment equal to \$275,000

5. Medical Insurance (drugs deductible), excess
Doctors' fees, private hospital accommodation where
available, vision care, etc.

Vision Care Maximum: \$275.00/12mth
Hearing Aids coverage: \$500.00/5 years
Chiropractic fees in excess of Provincial Health Care
Coverage.

6. Dental Benefit Plan (Fee Schedule is to be kept up-
to-date.)

Annual Plan 7 Ryder I Combined Maximum	\$2,000
Ryder 2 & 4 Annual Maximum	\$3,000
Ryder 3 Life Maximum	\$3,000
Effective September 1, 2001:	
Annual Plan 7 Combined Maximum	\$2,500

- b) The Board reserves the right to negotiate with an insurer of its own choice. No change in the Master Plan will take place without prior discussion with the local Affiliate. The benefit plans are not part of this collective agreement. The Board's sole obligation shall be to make a contribution towards the premium costs of the benefits.

(1, 3 and 4 above are conditions of employment)

- c) Retired Teachers

All teachers retiring after August 31, 1992 will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans. Payments are to be made in two installments on Sept 1

and March 1. The onus is upon the participant to ensure payment is received by the Board on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits. The Board will send notice of the required premium 30 days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired teacher and will not be extended beyond the month the teacher turns 65 years of age.

- d) Any changes to this benefit package caused by negotiation of this agreement will become effective the first day of the third month after date of signing this collective agreement. Current benefits will continue until agreement is signed (with the exception of strike action).

- 21) e) In view of the Board's contribution to the above benefit plan, the employees' share of the E.I. rebate shall be retained by the Board.

PART B Occasional Teachers

- a) Benefit eligibility in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of three (3) or more consecutive months as substitute for the same teacher.

- b) If the assignment is known in advance to exceed three (3) consecutive months, benefit entitlement for Long Term Occasional Teachers will commence at the outset of the assignment.

- c) If the assignment is not known to exceed three (3) consecutive months at the outset of the assignment, benefit entitlement for Long Term Occasional Teachers

will commence on the first day of the fourth (4) month or as soon as it becomes known that the assignment will exceed three (3) consecutive months.

- d) Long Term Occasional Teachers with benefit eligibility shall be entitled to participate in the Medical Insurance and Dental Benefit Plans as set out in Sub-clauses 5 and 6 of Article 28.14 (a) of the Secondary Teachers' Collective Agreement. The Board shall contribute one-hundred percent (100%) towards the premium cost of these benefits.

ARTICLE 29.0: LEAVES OF ABSENCE

29.01 Leave of Absence Without Pay

A leave of absence without salary and benefits or sick leave credits may be granted by the Board for up to one (1) year upon the recommendation of the Director of Education. The teacher will be provided a teaching position at the same school for which the Teacher is qualified upon the Teacher's return from the leave subject to the staff reduction provisions of this agreement.

29.02 Special Compassionate

Special compassionate leave of up to five (5) days in any school year without loss of salary, benefits, experience or sick leave credits may be granted at the discretion of the Principal. Reasons for such leave may include severe illness in the immediate family, absence for the purpose of seeking medical attention for dependants, or arrival home of a newborn or adoptive child.

29.03 Bereavement Leave

For death in the immediate family the teacher is permitted to be absent without loss of salary, benefits, experience or sick leave credits for a period of up to but not exceeding

five (5) school days. When used herein, immediate family includes father, mother, father-in-law, mother-in-law, spouse (spouse shall include common-law and same sex partners), son, daughter, sister, brother, grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law, son-in-law, daughter-in-law. The first such day is to be within two days of the day of death.

29.04 School Business

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member while on approved school business.

29.05 Medical Quarantine

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member for a period of quarantine, when declared by the Medical Officer of Health or designate.

29.06 Jury/Witness Duty

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member for Jury Duty, or when a subpoena is issued by court order to an employee who is not a party to a court charge.

29.07 Federation Business

Absence without loss of salary, sick leave credits, benefits, and experience shall be granted according to the following:

- a) At the request of the Bargaining Unit Executive, the Principal shall grant a Member a leave of absence to permit punctual attendance at OSSTF workshops and meetings. Leave of absence granted under this section will not exceed in the aggregate, twenty five (25) days during the school year per school.

- b) At the request of the Branch President, the Principal shall grant the Branch President a leave of absence to attend to federation/school business matters which occur during the regular school hours. Leave of absence granted under this section will not exceed in the aggregate, ten (10) days during the school year per school.
- c) At the request of the Bargaining Unit President, the Director shall grant the Bargaining Unit President a leave of absence for up to one school year. The Bargaining Unit shall inform the Board no later May 15th as to the FTE portion of the President's leave of absence to be taken in the following school year.
- d) OSSTF shall reimburse the Board for any replacement costs incurred by the Board in granting the leaves described in paragraphs (a) and (b).
- e) For the leaves described in paragraph (c) above, the OSSTF shall reimburse the Board for the cost of the salary, statutory and negotiated benefits of the teacher on the lowest grid step in the Bargaining Unit President's home school, equivalent to the FTE portion of the President's leave, during the period of the Bargaining Unit President's approved leave.
- f) Notwithstanding paragraph (e), the OSSTF's reimbursement to the Board shall not exceed Category 3 Year 2 grid step, prorated for the portion of the President's approved leave.

29.08 Adverse Weather Conditions

- 22) a) Under adverse weather conditions a teacher shall make an individual decision on the matter of whether it is safe to travel to work.
- 23) b) Where a personal decision is made to remain at home the teacher shall report this decision to his/her Principal immediately and provide reason (s) thereof. In this case, the teacher shall be granted a leave of absence without pay or may use a Personal Leave Day if one is available

29.09 Personal Leave Days

Each teacher shall be allowed up to three personal leave days each school year. The days are to be taken with the approval of the principal but cannot be taken on a day immediately before or after the Christmas or Spring Break or on a P.D. Day.

Each Long Term Occasional Teacher who is required to teach for a period of three (3) or more consecutive months as a substitute for the same teacher shall be allowed one (1) personal leave day per each three (3) month period of long term teaching assignment to a maximum of three (3) days per year. Two (2) of the personal days must be covered internally. The day is to be taken with the approval of the Principal but cannot be taken on a day immediately before or after the Christmas or Spring Break or on a P.D. Day.

ARTICLE 30.0: PREGNANCY AND PARENTAL LEAVE

- 30.01 Pregnancy and parental leaves shall be in accordance with the *Employment Standards Act*. The current, relevant

provisions of the *Act* are appended to this Collective Agreement.

- 30.02 Upon application from a Member on pregnancy or parental leave, the Board may grant an extension to the leave of up to two (2) school years. The extended leave must terminate on the day immediately preceding the first day of school or the first school day of the second semester or such date as mutually agreed. The return date shall be clearly stated prior to the commencement of the leave.
- 30.03 The Teacher shall be eligible to remain in the Benefits Group. For the period of the leave in excess of 35 weeks the Teacher shall pay 100% of the premium costs and shall not accumulate sick leave credits or teaching experience.
- 30.04 Subject to the approval of Revenue Canada, the Board will pay the teacher who qualifies for pregnancy/parental leave as outlined in this article the equivalent of 100% of the Teacher's salary for the two (2) week waiting period. Weekly salary is calculated as follows: Annual Grid Salary plus Allowances divided by 52 weeks.

ARTICLE 31.0: TEACHER-FUNDED LEAVE

31.01 Preamble

The Superior-Greenstone District School Board and OSSTF assume no responsibility for any consequences arising out of this plan related to effects on teachers' pension plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by a Teacher as a result of participation in this plan.

31.02 Description

31.02.01 This Teacher-funded leave plan is developed to afford Teachers the opportunity of taking a leave of absence through deferral of salary to finance the leave.

31.03 Application

31.03.01 A Teacher must make written application to the Director of Education on or before January 31st requesting permission to participate in the plan commencing in September of the same Calendar Year.

31.03.02 Written acceptance, or refusal, of the Teacher's request, with explanations, will be forwarded to the Teacher by April 1st in the school year in which the request is made.

31.03.03 Approval of individual requests to participate in the plan shall rest solely with the Board.

31.04 Pay Deduction Formula and Leave of Absence

31.04.01 In each year of the plan preceding the year of leave a teacher will be paid a reduced per centum of his/her proper grid salary and applicable allowances. The remaining per centum of annual salary will be deferred and this accumulated amount, shall be retained for the Teacher by the Board in a True Savings Account at the Board's Bank. Interest earned on the True Savings Account will be paid out annually prior to December 31st.

a) OR, with the approval of the Board, a Teacher may elect some alternate method of funding his/her leave.

b) Federation fees and pension plan deductions will be at the direction of the appropriate agency.

31.04.02 While a Teacher is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the plan.

31.04.03 A Teacher's fringe benefits will be maintained by the Board during his/her leave of absence, however, the premium costs of all fringe benefits shall be entirely paid by the Teacher during the year of absence at the Board's group rates.

31.04.04 While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the plan, or according to the salary the Teacher would receive in that year if he/she was not enrolled in the plan, at the option of the Teacher.

31.04.05 Where fringe benefits are not a condition of employment, a participant may choose to opt out in the year of his/her leave.

31.04.05 A Teacher may apply to take his/her leave in other than the fifth year of this plan, if mutually agreed to by the Teacher and the Board.

31.05 Terms Reference

31.05.01 On return from a leave a Teacher will be assigned to his same position or, if due to declining enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of this

Agreement.

- 31.05.02 Sick leave credits will not be accumulated during the year spent on leave.
- 31.05.03 Teachers declared redundant will not be eligible for this plan.
- a) A Teacher enrolled in this plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Clause 31.05.04 below.
- 31.05.04 Repayment shall be made as per Agreement between the Teacher and the Board.
- 31.05.05 Pension Plan deductions are to be continued as provided by the current ruling of the Teachers' Pension Plan Board.
- 31.05.06 A Teacher may withdraw from the plan at any time prior to March 1st of the calendar year in which his/her leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Clauses 31.05.03(a) and 31.05.04 above.
- 31.05.07 In the event that suitable replacement cannot be hired by June 1st in the calendar year in which the leave is to be taken by a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, the Teacher may choose to remain in the plan and/or receive payment upon withdrawal as provided. Under no circumstances shall the leave be taken beyond the sixth year of the commencement of the plan.

a) Should Clause 31.05.07 result in a leave of absence being taken past the final year of the individual's plan, any monies accumulated by the terminal date of his/her plan will continue at the discretion of the Teacher.

31.05.08 Should a Teacher die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.

31.05.09 All Teachers wishing to participate in the plan shall be required to sign an agreement supplied by the Board before final approval for participation will be granted.

31.05.10 The year of leave shall not be recognized for salary calculation purposes.

31.05.11 Seniority shall accumulate during the year of leave.

31.05.12 The year of leave shall not be calculated in the determination of any retirement gratuity.

ARTICLE 32.0: EARLY RETIREMENT INCENTIVE PLAN 1

The Board shall provide an Early Retirement incentive for all teachers.

Purpose

The purpose of the plan is to enable Secondary Teachers to retire earlier than the mandatory retiring age of 65.

It is understood by all parties to this Agreement that the Early Retirement Incentive Plan (E.R.I.P.) is intended to be:

- 1) a cost-saving device for the Board; and
- 2) a benefit to the teacher(s).

Eligibility

Each member of the Branch Affiliate who

- has 12 or more years of continuous service with the Superior-Greenstone District School Board credited under the Teacher's Superannuation Act, and
- is age 55 years or older

.... shall qualify for payment(s) under the Early Retirement Incentive Plan.

Teachers shall forward to the director (or designate)

- a written application for payment under the E.R.I.P.; and
- proof of age; and
- proof of service achieved under the Teacher's Superannuation Commission; and,
- a written resignation in which effective date of resignation and retirement is clearly stated.

Applications must be received on or before March 31st for effective separation on August 31st of the same school year.

Conditions

The granting to any teacher of such financial incentive as provided in the E.R.I.P. will be determined by the following conditions:

- 1) Once the resignation is effective, the Teacher is no longer an employee of the Board and is not eligible for any employee benefits (with the exception of those outlined in Section 28.14 (c) and any outstanding Retirement Gratuity owing), and

- 2) The recipient agrees to defer receipt of retirement gratuity until the following calendar year after the E.R.I.P. payment unless otherwise mutually agreed.

Payments

The total incentive payments in any one year shall be capped at an amount equal to the savings the Board realizes through staff replacement due to retirements.

Should the retiree not be replaced due to redundancy or should the retiree be replaced by a person within the Board the savings would be determined as the difference between the retiring teacher's salary and the least senior teacher's salary.

Once staffing has been finalized for the school year following effective date of retirement, the E.R.I.P. payment to the applicant(s) will be determined. Teachers will be notified no later than September 15th of the year of retirement.

The maximum possible incentive for any given year shall be calculated as follows, subject to the capping provisions outlined above. In the event that the total savings realized is not equal to the maximum allowed below, payments will be determined on a pro-rated sharing ratio.

i.e.
$$\frac{\text{maximum allowance per retiree}}{\text{sum of maximum allowance for all retirees}}$$

Example:

3 Teachers Retiring

- 1) 1 at age 55 with maximum allowance \$26,851.
- 2) 1 at age 60 with maximum allowance \$12,012.
- 3) 1 at age 64 with maximum allowance \$1,413.

Assuming the cap was less than \$40,276 the three retirees would share the cap as follows:

1)	$\frac{26,851}{40,276}$	=	66.7%
2)	$\frac{12,012}{40,276}$	=	29.8%
3)	$\frac{1,413}{40,276}$	=	3.5%
			100.0%

<u>Age</u>	<u>Index Table</u>
55	.38
56	.34
57	.30
58	.25
59	.21
60	.17
61	.13
62	.08
63	.06
64	.02

Payment shall be a one-time, lump sum payment made on the first school day in January of the calendar year next following the

year of separation unless otherwise mutually agreed. Payments are indexed to Category IV maximum.

Should the retiree not be replaced due to redundancy or should the retiree be replaced by a person within the Board the savings would be determined as the difference between the retiring teacher's salary and the least senior teacher's salary.

ARTICLE 33.0: DURATION AND RENEWAL

33.01 This Agreement shall be in effect from September 1, 2000 and shall continue in force up to and including August 31, 2002 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.

33.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 33.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement, in accordance with the *Ontario Labour Relations Act*.

33.03 Except for error, inadvertence, or omissions, this Agreement shall form the basis for computing all salaries and other terms defined herein. Amendments (deletions or additions) to clauses defined herein shall be made only by mutual consent of the parties concerned in this agreement and shall be subject to ratification by the parties.

DATED AND SIGNED,

THIS 20th DAY OF DECEMBER, 2000 AT MARATHON, ONTARIO

SIGNING FOR THE BOARD:

SIGNING FOR THE TEACHERS:

CHAIR OF THE BOARD
NEGOTIATING COMMITTEE
SUPERIOR-GREENSTONE DSB

CHAIR, TEACHERS' NEGOTIATING
COMMITTEE

CHAIR OF THE BOARD

PRESIDENT, O.S.S.T.F.

Pregnancy leave is a right that enables pregnant women to take 17 weeks of unpaid leave from work. They may choose to take less time or, in special cases, the leave may be longer.

Parental leave is a right that enables natural and other new parents up to 18 weeks of unpaid leave from work when a baby or child first comes into their care. Both parents are entitled to this leave. Parental leave is not part of pregnancy leave. A birth mother can take both pregnancy leave and parental leave for a total of 35 weeks off work.

Both parents can be on leave at the same time. This means that a natural father could take parental leave at the same time the mother is on pregnancy or parental leave.

Note: *If your staff have questions about Employment Insurance benefits while on leave, they should contact the Canada Employment Centres for information.*

Pregnancy Leave

Qualifications

For your employee to be eligible for pregnancy leave, you must have hired her at least 13 weeks before the date her baby is expected to be born. This is called the “due date”.

Your employee’s eligibility depends on the due date - not the date the baby is actually born.

For example, a woman may begin a job with you and her due date is in 15 weeks, but the child is born 12 weeks after she starts her new job. She is still eligible for pregnancy leave because her due date was at least 13 weeks after she started the new job.

Both the part-time and full-time employees qualify for pregnancy leave.

Start and length of leave

Your employees can start her pregnancy leave any time during the 17 weeks before her baby is due. As to when the leave starts, that decision is hers to make - not yours.

She can plan to work right up until her due date, but no later. If the baby is born earlier, her leave starts on the day the child was born. Her pregnancy leave will end 17 weeks later and she must take it all at one time.

You cannot make your employee start her leave if she is sick, even if the illness is caused by her pregnancy.

Notice

At least two weeks before she plans to start her pregnancy leave, your employee has to give you a letter that tells you what her plans are. This is called a “written notice”.

In this notice she must tell you the date she plans to begin her pregnancy leave. She must also include a letter from her doctor telling you when her baby is due.

She may also tell you the date she plans to return to work, though this is not required by law. If she doesn't give this date, you can assume that she is taking the full 17 weeks' pregnancy leave.

She does not lose her right to pregnancy leave if she does not give you the required notice. This may happen if she doesn't know about the need to give you written notice or she hasn't had the chance to give it to you because the baby is premature or she has to leave work suddenly.

Parental Leave

Qualifications

Both parents, father and mother, are each entitled to take 18 weeks' parental leave.

A 'parent' is a man or woman who:

- is the natural parent of a child;
- adopts a child;
- becomes a step-parent;
- is in a long-lasting relationship with the child's other parent and intends to treat the child as his or her own. This also applies to same-sex couples.

For an employee to be eligible for parental leave, you must have hired them at least 13 weeks before the date their leave is expected to start. Both part-time and full-time employees qualify for parental leave.

Start and length of leave

A mother's parental leave usually starts when her pregnancy leave ends. But if her baby is not yet in her care when her pregnancy leave ends (for example, the child is still in the hospital), she may start her parental leave after the child comes home and into her care.

A natural father, adopting parent or a step-parent will decide when to take parental leave. They must start parental leave no later than 35 weeks after:

- the baby is born;
- or
- the child first comes into their custody, care or control.

Parental leave must be taken all at one time.

Written notice

At least two weeks before an employee plans to start parental leave, they have to give you a letter telling you what their plans are.

The notice should give the date that they plan to start the parental leave. Your employee may also tell you when they plan to return to work, though this is not required by law. If you are not given this date, you should assume that your employee will take the full 18 weeks of parental leave.

Please note, a natural mother can tell you about her plans to take both pregnancy and parental leave in the same letter. Or she may choose to give you written notice for parental leave two weeks before the end of the pregnancy leave.

If an employee does not give you the required notice, they do not lose the right to parental leave. For example, this may happen if a child is born prematurely or an adoptive child arrives sooner than expected. In either case the parent would not have the opportunity to give you the required notice.

SCHEDULE 'A'

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

Letterhead

Dear :

Under the terms of the Collective Agreement between the Superior-Greenstone District School Board and the Ontario Secondary School Teachers' Federation, you are entitled to a Retirement Gratuity in the amount of \$ _____.

Unless we receive written instructions from you regarding the method of payment within thirty days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax: \$ _____;

Other: \$ _____;

Ontario Secondary School Teachers' Federation advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

(Authorized Signature)

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Ontario Teachers' Secondary School Teachers' Federation,
District 6B

The Board recognizes and appreciates the efforts of its teachers in providing extra-curricular activities for students. The Board believes that extra-curricular activities should remain voluntary and has no intention to treat them otherwise.