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| SOURCE | Board | | |
| EFF. | 98 | 09 | 01 |
| TERM. | 2001 | 08 | 31 |
| No. OF EMPLOYEES | 480 | | |
| NOMBRE D'EMPLOYÉS | 20 | | |

Collective Agreement

between

**The Ontario Secondary School Teachers= Federation
(hereinafter called the AOSSTF@ or AUnion@)**

representing

**The Secondary Teachers of Trillium Lakelands District 15,
of the Ontario Secondary School Teachers= Federation
(hereinafter called the ABargaining Unit@)**



and

**Trillium Lakelands District School Board
(hereinafter called the ABoard@ or AEmployer@)**

September 1, 1998 to August 31, 2000

ENTERED

S. Gammum, 30 mai 2000

11902601

*Bill 160
Education*

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ARTICLE 1 - PURPOSE

- 1.01 It is the desire of both Parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Collective Agreement, and to set out the terms and conditions of employment that have been agreed by the Parties.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Secondary School Teachers= Federation (AOSSTF≅) as the Bargaining Agent authorized to negotiate on behalf of its members, other than Occasional Teachers, employed by the Board to teach and assigned as teachers to one or more secondary schools, or to perform duties in respect of such schools all or most of the time.
- 2.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 2.03.01 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03.02 The Bargaining Unit recognizes the right of the Employer to authorize its external organization 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.
- 2.04 The Employer recognizes the right of a member to request the assistance of an OSSTF and/or Bargaining Unit representative at any meeting where the conduct, competence or performance of the member is to be formally discussed.

ARTICLE 3 - DURATION AND RENEWAL

- 3.01 The effective period of this Collective Agreement shall be September 1, 1998 to August 31, 2000 inclusive, **and** shall continue automatically thereafter for annual periods of one (1) year unless either Party notifies the other, in writing, within one hundred and twenty (120) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Collective Agreement, in accordance with the provisions of the *Labour Relations Act*.
- 3.02 This Collective Agreement shall supersede all previous Collective Agreements between

the Parties and shall continue in force and effect until such time as it is superseded by a new Collective Agreement under the terms of the *Labour Relations Act*.

3.03 If either Party gives notice of its desire to negotiate in accordance with paragraph 3.01, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Collective Agreement in accordance with the *Labour Relations Act*.

3.04 No changes can be made to this Collective Agreement without the mutual written consent of the Parties.

ARTICLE 4 - FEDERATION FEES

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

4.02 The OSSTF dues deducted in 4.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their Social Insurance numbers, annual salaries, the FTE status, salaries for the period, and the amounts deducted.

4.03 Dues specified by the Bargaining Unit in Article 4.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 15, no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their Social Insurance numbers, annual salaries, the FTE status, salaries for the period, and the amounts deducted.

4.04 In the case of Continuing Education Teachers, the remittances specified in 4.02 and 4.03 above shall be accompanied by a list identifying the members, their Social Insurance numbers, the hourly rate and number of hours worked, and/or the number of lessons marked and appropriate rate(s), salaries for the period, and the amounts deducted.

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

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

5.01 Management Rights

- 5.01.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the affairs of the Board and the school system are vested solely and exclusively with the Board.
- 5.01.02 The Parties agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

5.02 Just Cause

No member shall be disciplined, demoted or discharged without just cause. Non-renewal of a term appointment shall not be considered a demotion.

5.03 Non-Discrimination

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, participates in the activities of the Ontario Secondary School Teachers= Federation or any Committee, Branch or District thereof.

5.04 NO Strike or Lock-Out

There shall be no strike or lock-out during the term of this Collective Agreement or its continuation in accordance with the provisions of the *Labour Relations Act*. The terms Astrike≅ and Alock-out≅ shall be as defined in the *Labour Relations Act*.

5.05 Board Policies and Administrative Procedures

The Employer agrees to consult with the President of the Bargaining Unit prior to making any changes, additions or deletions to Board Policies which have a direct impact upon Bargaining Unit members. The Employer further agrees to consult with the President of the Bargaining Unit on the development of or revisions to Administrative Procedures related to harassment, teacher evaluation, and the discipline, demotion or dismissal of teachers. These provisions shall not apply if an authorized representative of the Bargaining Unit participates in the development of a Board Policy or Administrative Procedure.

The Employer will provide the President of the Bargaining Unit with copies of Board Policies and Administrative Procedures which have a direct impact upon Bargaining Unit members.

5.06 Statistics

5.06.01 The Employer agrees to provide the authorized representatives of the Bargaining Unit with such statistical data as is necessary for the purpose of collective bargaining and the maintenance **and** administration of this Collective Agreement. Upon request of the Bargaining Unit, the information shall be provided within a reasonable time.

5.06.02 Upon request, the Employer shall provide to the Bargaining Unit President a list of members, showing their names, work locations and classifications. The information shall be provided within a reasonable time frame. The Employer agrees to advise the President of the Bargaining Unit of any changes in the employment status or work location of Bargaining Unit members and to provide copies of all job postings. With regard to such information, the Bargaining Unit agrees to save the Board harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The Bargaining Unit further agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.

5.07 Copies of the Collective Agreement

The Employer shall provide a copy of the Collective Agreement to each Bargaining Unit member within sixty (60) days of the execution of a new Collective Agreement. The Employer shall provide new members with a copy of the Collective Agreement, the name of the Bargaining Unit President and the address and telephone number of the District Office when they are hired. The cost of printing the Collective Agreement shall be shared equally by the Parties.

5.08 Use of Board Premises

5.08.01 The Bargaining Unit shall, upon reasonable notice and subject to availability, be permitted to carry out Federation business on Board premises, at reasonable times and in reasonable locations, including membership, executive and council meetings and conferences between Federation representatives and members. It is agreed that the Bargaining Unit will reimburse the Employer for any additional direct costs incurred in relation to general meetings of the Bargaining Unit membership held on Board premises.

5.08.02 The Employer shall provide bulletin board space for the use of the Bargaining Unit at an appropriate location in each workplace upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Union and its members.

5.08.03 The Bargaining Unit shall continue to have the use of the Employer=s courier system, e-mail, phones and mail boxes for regular formal communication between the Bargaining Unit and its members.

5.09 Probationary Period

A newly-hired teacher shall serve a probationary period of one year or equivalent.

5.10 Personnel Files

A member of the Bargaining Unit, upon written request, shall have access to the member=s files in the presence of a supervisory officer or designate. The member shall have the right to obtain copies of any material contained in the files, to add information and to request correction or deletion of material.

5.11 Termination of Employment

The Employer or a member of the Bargaining Unit shall provide ~~written~~ notice by November 30 of the intention to terminate employment effective December 31 or January 31. (end of Semester 1), or by May 31 of the intention to terminate employment effective June 30 or August 31. This paragraph shall not apply in the case of redundancy which is governed by Article 19. Nothing in this paragraph prevents the Employer and a member from mutually agreeing to the member=s resignation at any time.

5.12 Vacant Teaching Positions

5.12.01 The Employer shall advertise internally, prior to advertising externally, all vacant teaching positions and send a copy of each posting to the Bargaining Unit President.

5.12.02 No applicants shall be interviewed prior to the closing date for applications.

5.12.03 In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event that there are five (5) or fewer qualified internal applicants, all applicants shall receive an interview for the position.

5.12.04 Members being interviewed shall be informed of the time and place of the interview a minimum of twenty-four (24) hours prior to the interview.

5.12.05 Qualified internal applicants for a position will be granted an oral debriefing upon request.

5.13 Posting Positions of Responsibility

5.13.01 The Employer shall advertise internally all vacant or newly-created positions of responsibility and send a copy of each posting to the Bargaining Unit President.

5.13.02 All newly-created positions of responsibility, which are approved for the next school year, shall be posted by May 1st.

5.13.03 No applicants shall be interviewed prior to the closing date for applications.

5.13.04 In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event that there are five (5) or fewer qualified internal applicants, all applicants shall receive an interview for the position.

- 5.13.05 Members being interviewed shall be informed of the time and the place of the interview a minimum of twenty-four (24) hours prior to the interview.
- 5.13.06 Qualified applicants for a position will be offered **an** oral debriefing upon request.

5.14 Curriculum Writing Opportunities

The Employer shall inform Bargaining Unit members of all curriculum writing opportunities.

5.15 Correspondence

A copy of any correspondence relating to this Collective Agreement from authorized representatives of the Bargaining Unit to any authorized representatives of the Employer shall be provided to the **Human** Resources Administrator.

5.16 Joint Labour/Management Committee

- 5.16.01 The Parties agree to participate in a Joint Labour/Management Committee to discuss matters that are **of** concern to either of them which relate to the Bargaining Unit **and** Bargaining Unit members. It is understood that matters for discussion will not normally include, except with the mutual consent of the Parties, items that are under negotiations or that are the subject matter of **an** active grievance.
- 5.16.02 The Committee will consist of three (3) members of the Bargaining Unit, appointed by the Bargaining Unit, and three (3) representatives of the Employer. With the approval of both Parties, additional representatives may attend a meeting.
- 5.16.03 The Committee shall meet on a regular basis, normally every two (2) months, or at the call of either Party upon reasonable notice.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Definitions

- (a) a **Agrievance**≅ shall be defined as any difference relating to the interpretation, application, administration, or alleged violation of this Collective Agreement, including **any** question as to whether a matter is arbitrable.
- (b) the **AParties**≅ shall be defined as the Bargaining Unit and the Board.
- (c) **Adays**≅ shall mean regular work days unless otherwise indicated.

6.02 A ~~member~~ shall have the right to have present a representative from OSSTF to assist the member at any stage in this grievance and arbitration procedure.

6.03 Informal Complaint Stage

An individual member may discuss a complaint with the member=s immediate supervisor (e.g. the Principal), who shall answer the complaint within five (5) days after receipt of the complaint.

6.04 Grievance Procedure - Individual and Group Grievance

In the case of a grievance by the Bargaining Unit on behalf of one of its members or a group of members, the following steps may be taken in sequence.

Step 1

The Bargaining Unit may initiate a written grievance within thirty (30) days of the date the cause for the grievance became known, or ought reasonably to have been known, with the designated Superintendent, who shall meet with the authorized representative of the Bargaining Unit and answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Bargaining Unit.

Step 2

If the reply of the designated Superintendent is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education or designate, who shall answer the grievance in writing within five (5) days after receipt of the grievance.

At the request of either Party, the Director or designate shall convene a meeting of three (3) members of the Employer=s Executive Council and three (3) members appointed by the Bargaining Unit to discuss the grievance within ten (10) days of receipt of the Step 2 referral. The Director or designate shall answer the grievance in writing within five (5) days of the meeting.

Step 3

If the reply of the Director of Education is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

6.05 Grievance Procedure - Party

In the case of all other grievances by a Party, including a policy grievance or a grievance on behalf of an individual member who is unable to initiate a complaint, the Party making the grievance may take the following steps in sequence to resolve the matter.

The Party making the grievance may make a written grievance at Step 2 within sixty (60) days of the date the cause for the grievance became known, or ought reasonably to have been known, to the Director of Education or President of the Bargaining Unit, as the case may be, who shall answer the grievance in writing within five (5) days.

At the request of either Party, the Director or designate shall convene a meeting of three (3) members of the Employer=s Executive Council and three (3) members appointed by the Bargaining Unit to discuss the grievance within ten (10) days of receipt of the grievance. The Director or designate or the President of the Bargaining Unit, as the case may be, shall answer the grievance in writing within five (5) days of the meeting.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Bargaining Unit or the Director or designate, as the case may be.

Step 3

If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the Party making the grievance, that Party may then apply for arbitration within twenty (20) days of the receipt of the reply.

6.06 Grievance Mediation

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.

The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

The fees for the mediator shall be shared equally by the Parties.

6.07 Arbitration

The referral to arbitration shall contain the name of the first Party=s appointee to the Arbitration Board. The recipient of the referral shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within the time specified, the appointment shall be made by the Minister of Labour upon the request of either Party.

In any particular grievance, the Parties may agree to use a single Arbitrator.

- 6.08 The single Arbitrator or Board of Arbitration may substitute such other penalty in a discipline or discharge case as to the single Arbitrator or Board of Arbitration seems just and reasonable in all the circumstances.
- 6.09 The single Arbitrator or Board of Arbitration shall not be authorized to alter, modify, amend or add to this Collective Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- 6.10 The decision of the Arbitrator or Board of Arbitration shall be binding upon the Parties.
- 6.11 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.
- 6.12 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.
- 6.13 Time restrictions may be extended if mutually agreed in writing.
- 6.14 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted with the written consent of the Parties.
- 6.15 The terms of settlement of any grievance at any step shall be set out in writing and signed by the authorized representatives of the Parties.
- 6.16 Should the investigation or processing of a grievance require that the member(s) on whose behalf the grievance has been initiated or Bargaining Unit representative be released from regular duties, these members shall be released without loss of salary or benefits.
- 6.17 The time limits fixed for the grievance procedure under this Collective Agreement are mandatory, and may be extended or abridged only upon the written consent of the Parties. This paragraph does not preclude the application of Section 48, Sub-section 16 of the

Labour Relations Act.

- 6.18 Any grievance(s) initiated and being processed under the terms of a Collective Agreement between the Teachers and a predecessor Board shall be dealt with under the grievance and arbitration procedure as set out in the Collective Agreement under which the grievance was initiated.

ARTICLE 7 - SALARY SCHEDULE AND ALLOWANCES

7.01 Category System

- 7.01.01 All members employed by the Board as of January 1, 1998 shall retain the grid rank which they possessed with their predecessor Board. Category changes for such members, as well as the initial grid rank for members hired after January 1, 1998, shall be in accordance with the OSSTF Certification Plan as at September 1, 1998.

Any revisions to the OSSTF Certification Plan are subject to the following local process.

The Bargaining Unit shall bring to the Joint Labour/Management Committee the text of any revisions to the OSSTF Certification Plan by April 15. The Committee shall review these proposed revisions and make recommendations to the Board by May 30. Implementation of the revisions will occur the following September, provided such changes are ratified by the Board.

- 7.01.02 A member who qualifies for a change in category shall be placed at the appropriate grid rank, effective as follows:
- (a) The Employer will adjust the salary of a member as of September 1 :
 - (i) if requirements for placement in a higher category are completed before the beginning of school in September; and
 - (ii) if the supporting documentation is submitted to and received by the Director or designate at the earliest opportunity, but not later than the last teaching day of December of the current year.
 - (2) The Employer will adjust the salary of a member as of January 1 :
 - (i) if requirements for placement in a higher category are completed before December 31 ; and
 - (ii) if the supporting documentation is submitted to and received by the Director or designate after the last teaching day in December but before May 31.

7.01.03 The onus is on the individual member to inform the Employer in writing and provide appropriate supporting documentation respecting any change which has occurred in the member=s category. Where documentation is delayed for reasons beyond the member=s control, and where the member has notified the Employer of the completion of courses prior to the dates in 7.01.02, the salary of the member shall be adjusted in accordance with 7.01.02 upon receipt of the documentation by the Employer.

7.02 Method of Payment

For the balance of the 1998/99 school year, unless otherwise agreed with the Bargaining Unit through the Joint Labour/Management Committee, members shall be paid in accordance with the payroll schedule from the respective Collective Agreement with their predecessor Board.

Effective September 1, 1999, members shall be paid their annual salary in accordance with the following schedule:

- (i) 1/26 on the first banking day on or after September 1;
- (ii) the next 21 instalments at 1/26 on every second Friday commencing the third Friday in September;
- (iii) the remaining 4/26 in a lump sum on the last teaching day in June.

7.03.01 Salary Grid

For the period September 1, 1998 to March 31, 1999, members of the Bargaining Unit shall continue to be paid in accordance with the salary grid provisions in the Collective Agreement with their predecessor Board.

Effective April 1, 1999:

| <u>Yrs. of Experience</u> | <u>Category 1</u> | <u>Category 2</u> | <u>Category 3</u> | <u>Category 4</u> |
|---------------------------|-------------------|-------------------|-------------------|-------------------|
| 0 | \$ 31,343 | \$ 32,735 | \$ 34,000 | \$ 36,000 |
| 1 | 33,410 | 34,973 | 35,405 | 37,245 |
| 2 | 34,873 | 36,597 | 37,510 | 39,630 |
| 3 | 37,035 | 38,836 | 39,845 | 42,160 |
| 4 | 39,194 | 41,075 | 42,210 | 44,625 |
| 5 | 41,357 | 43,331 | 44,765 | 47,215 |
| 6 | 43,518 | 45,569 | 47,175 | 49,875 |
| 7 | 45,678 | 47,806 | 49,330 | 52,365 |
| 8 | 47,838 | 50,046 | 51,815 | 54,985 |

| | | | | |
|----|--------|--------|--------|--------|
| 9 | 50,002 | 52,283 | 54,300 | 57,560 |
| 10 | 52,161 | 54,530 | 57,670 | 60,130 |
| 11 | 53,500 | 56,682 | 60,680 | 64,745 |

Note: The grid salary of any Bargaining Unit member who was employed as of the date of ratification of this Collective Agreement shall not be reduced as a result of the implementation of the above grid.

7.03.02 Members employed for less than the full school year shall be paid their salaries in the proportion that the total number of work days for which they perform their duties bears to the total number of work days in the school year.

7.03.03 All members employed by the Employer as of January 1, 1998 shall be recognized as being at that time at the grid step which they possessed with their predecessor Board.

7.03.04 Except as provided in paragraph **7.03.03** above, each member shall be placed each September 1st at the grid step which reflects all elementary, secondary or equivalent teaching experience, including Long-Term Occasional (LTO) teaching experience expressed to the nearest half year, to the maximum number of years of the respective category of the member. For the purposes of recognition of the LTO teaching experience noted above, one-tenth year of experience shall be credited for each twenty (20) consecutive days of teaching.

7.03.05 Equivalent Teaching Experience

Equivalent teaching experience, as stipulated in paragraph **7.03.04**, may be recognized for placement on the ASalary Grid at the discretion of the Director or designate.

7.04 Graduate or Extra Degree Allowance

7.04.01 A Bargaining Unit member shall be entitled to be paid an extra degree allowance from one of **7.04.02** or **7.04.03**. The allowance received shall be the allowance payable for the highest level of education received.

7.04.02 An allowance of \$1,025 above grid salary will be paid for a Master=s Degree from an accredited university provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required.

7.04.03 An allowance of \$1,300 above grid salary will be paid for a Doctoral Degree from an accredited university, provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required.

7.04.04 Salary adjustments related to the achievement of an extra degree allowance shall be implemented in accordance with the time lines specified in **7.01.02** (a) and (b).

7.04.05 Any salary changes resulting from the allowances noted above shall be implemented as of April 1, 1999. Existing allowances shall continue to be paid for the September 1, 1998 to March 31, 1999 period.

7.05 Related Work Experience

- 7.05.01 For all members employed as of June 30, 1998, any existing trade and related experience shall continue to be recognized according to the provisions of the Collective Agreement with their predecessor Board. Such existing experience will not be renegotiated at any time nor for any reason.
- 7.05.02 For all members who commenced employment on or after September 1, 1998, the amount of related experience recognized under this Article shall be determined at the time of hiring and will not be renegotiated. Such members will be granted an allowance for related experience if the following conditions are met:
- (a) the experience is directly related to the subject discipline in which the member is qualified and in which the member is originally hired to teach;
 - (b) the experience is in excess of that which is required for admission to a Faculty of Education;
 - (c) the member has submitted documentation acceptable to the Director (or designate); and
 - (d) the related work experience has taken place within the ten (10) year period immediately prior to the commencement of teaching.
- 7.05.03 Each year of related experience shall be equated to one-half year of teaching experience for grid placement, provided that related work experience credited for placement on the grid shall not exceed eight (8) years (i.e. four **(4)** grid steps).

ARTICLE 8 - POSITIONS OF RESPONSIBILITY

- 8.01 If a member of the Bargaining Unit is appointed to the position of Educational Services Co-ordinator, the annual allowance to be paid shall be \$11,000. This is in addition to grid salary. The salary of any current Co-ordinator, for the duration of the appointment, shall not be reduced as a result of this provision.
- 8.02 A member of the Bargaining Unit who is appointed to a position of Consultant shall be paid an annual allowance of \$4,311. This is in addition to grid salary. The salary of any current Consultant, for the duration of the appointment, shall not be reduced as a result of this provision.
- 8.03 For the purposes of this Article, and this Collective Agreement generally, members of the Bargaining Unit who are incumbent Educational Services Co-ordinators or Consultants, as well as Bargaining Unit members who are subsequently appointed to these positions,

shall be deemed to perform duties Aall or most of the timer in the teaching panel from which they were appointed.

8.04 Administrative Head

8.04.01 A member may be designated as an Administrative Head for the purposes of performing the duties of a Principal or Vice-principal, not to include discipline or evaluation of Bargaining Unit members, for not more than 50% of their assignment.

8.04.02 A member of the Bargaining Unit who is appointed to a position of Administrative Head shall be paid an annual allowance of \$5,500 for a 50% appointment (pro-rated accordingly for less than 50%). This is in addition to grid salary.

8.04.03 A member designated as an Administrative Head shall continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of Union/Bargaining Unit dues.

8.04.04 It is understood and agreed that the proportion of the salary of the Administrative Head (including the allowance under paragraph 8.04.02 of this Collective Agreement) which is devoted to the duties of a Principal or Vice-principal shall be funded by the Ah-School Administration component of the Foundation Grant.

8.05 For the 1998-1999 school year, other responsibility allowances shall be paid in accordance with the Letter of Understanding Re: Responsibility Allowances, which is attached hereto.

8.06 Departmental Positions of Responsibility Within Schools (effective the 1999-2000 school year)

8.06.01 The organization of a secondary school shall be by department in accordance with paragraph 8.08.

8.06.02 The Employer shall appoint for each department of a secondary school a member to direct and supervise, subject to the authority of the Principal, such department.

8.06.03 A member appointed under subsection 8.06.02 shall not be appointed to be in charge of more than one department.

8.06.04 A member appointed under subsection 8.06.02 shall be appointed for a term of four (4) years. The member may re-apply for the position. All Departmental Positions of Responsibility Within Schools, in accordance with paragraph 8.08, are deemed to be vacant for the 1999-2000 school year and shall be filled in accordance with paragraph 5.13 with the effective date being September 1, 1999.

8.06.05 A member appointed under subsection 8.06.02 shall be paid an annual allowance of

\$3,300. This is in addition to grid salary.

- 8.06.06 Where a member appointed under sub-section 8.06.02 is absent for ten (10) or more consecutive work days, an Acting Department Head shall be appointed from within that secondary school within the next five (5) work days. The member shall continue to fill the Acting Department Head position until the Department Head returns or until the end of the school year, whichever comes first. Should the absence extend beyond the end of the school year, a Board-wide competition for the Acting Department Head position shall be held. The allowance shall commence on the effective date of the appointment and shall be pro-rated based on the number of work days the member is an Acting Department Head.
- 8.06.07 Where a member appointed under subsection 8.06.02 will be on leave for a semester or a school year, there shall be a Board-wide posting to fill the Acting Department Head position until the Department Head returns or the end of the term for which the Department Head was appointed, whichever comes first. The allowance shall commence on the effective date of the appointment and shall be pro-rated based on the number of work days the member is an Acting Department Head.

8.07 Duties of a Department Head

Department Heads shall:

- (a) assist the Principal, in co-operation with other Department Heads, in the general organization and management of the school;
- (b) assist the Principal by recommending appointments to the teaching and support staff of the department; by recommending the assignments and timetable allotments of the teaching and support staff of the department; by co-ordinating and supervising the teaching and support staff in implementing the programme of the department; by providing direct assistance to teachers and support staff members who are experiencing difficulty in the performance of their duties; by assembling information that the Principal may be required to provide to the Employer, Ministry of Education and Training, in-school and joint staffing committees and other such bodies;
- (c) file with the Principal up-to-date copies of course overviews for the department in sufficient detail to permit effective co-ordination of the courses to meet requirements set forth by the Ministry of Education and Training;
- (d) assist teachers in the department in improving their methods of instruction, in maintaining proper standards for instruction, and in keeping records of the work and achievement of pupils;

- (e) assist the Principal in ensuring that there is reasonable supervision of pupils who engage in activity authorized by the Board that is performed off school property and is part of the department programme;
- (f) assist the Principal in ensuring that equipment for use in courses and activities in the department is maintained in safe working order;
- (g) develop and administer the department budgets;
- (h) perform other assigned duties consistent with the legislation and regulations.

8.08 Department Structure

8.08.01 Departments shall be established in Gravenhurst High School and Haliburton Highlands Secondary School in the following subject areas:

Arts (Drama, Media, Music, Visual *Arts*)
 Business and Technological Studies
 Canadian and World Studies (Geography, History and Social Sciences)
 Languages (English, French (including Core French and subjects where French is the language of instruction) and International Languages)
 Mathematics
 Health and Physical Education, Family Studies
 Science
 Student Services (Co-op Education, Guidance, Library and Special Education)

8.08.02 Departments shall be established in Bracebridge and Muskoka Lakes Secondary School, Fenelon Falls Secondary School, Huntsville High School and Lindsay Collegiate and Vocational Institute in the following subject areas:

Arts (Drama, Media, Music, Visual *Arts*)
 Business Studies
 Canadian and World Studies (Geography, History and Social Sciences)
 Languages (English, French (including Core French and subjects where French is the language of instruction) and International Languages)
 Mathematics
 Health and Physical Education, Family Studies
 Science
 Special Education
 Student Services (Co-op Education, Guidance and Library)
 Technological Studies

8.08.03 Departments shall be established in I. E. Weldon Secondary School, in the following subject areas:

Arts (Media, Visual Arts)
Business Studies
Canadian and World Studies (Geography, History and Social Sciences)
English
French (including Core French and subjects where French is the language of instruction) and International Languages
Mathematics
Performance *Arts* (Drama and Music)
Health and Physical Education, Family Studies
Science
Special Education
Student Services (Co-op Education, Guidance and Library)
Technological Studies

8.09 New Positions of Responsibility

8.09.01 In the event that the Employer creates a position of responsibility within the Bargaining Unit which is not specifically covered by this Collective Agreement, and where such position is to be filled by a member, the compensation for the position shall be negotiated between the Parties to a point of mutual agreement before the position is filled.

8.09.02 In the event that the Employer creates a new position of responsibility and where such a position may be filled by a member of the Bargaining Unit, the compensation for that position shall be negotiated between the Parties to a point of mutual agreement.

ARTICLE 9 - GROUP BENEFITS

See Letters of Understanding Re: Long-Term Disability Insurance Plan and Group Benefits appended to this Collective Agreement.

The total Employer expenditure for insured benefits for Bargaining Unit members for 1998-99 and thereafter shall not exceed \$796,000 per *mum*.

ARTICLE 10 - CUMULATIVE SICK LEAVE PLAN

10.01 Each member is entitled to an annual sick leave allowance of twenty (20) days per school year, on the first working day of the school year. Such allowance shall be pro-rated for members who are employed less than full-time. Members who commence employment during the school year shall be credited with a pro-rated number of such days on the member=s first day of work.

- 10.02 The unused portion of the annual sick leave allowance may be carried forward and accumulated from year to year, to a maximum of two hundred (200) days. Notwithstanding the above, a member may accumulate up to three hundred (300) days for the purposes of retirement gratuity.
- 10.03 A record shall be maintained of each member's credited and accumulated sick leave, and each member will be advised in writing by September 30 of each year of the member's total sick leave accumulation.

- 10.04 If an absence due to illness/injury extends beyond three (3) consecutive work days, a member shall provide a medical certificate from a physician or dentist, if requested. For other absences, in extenuating circumstances and/or as part of the Employer=s attendance management program, the Director (or designate) may require a medical certificate, in which case the Employer shall reimburse the member for the cost of the medical certificate.
- 10.05 For any newly-hired members, sick leave credits from an eligible previous employer are transferable in accordance with sub-sections 180 (4) and 180 (6) of the *Education Act*, but are not available as a credit to augment any retirement gratuity entitlement. Such transferred credits shall be used first in case of absences chargeable to sick leave. Sick leave credits obtained prior to any interruption of teaching employment will not be recognized. For the purposes of this clause, recall following a declaration of redundancy shall be viewed as continuous service.
- 10.06 Deductions from a member=s accumulated sick leave for absences of less than a full day shall be pro-rated.
- 10.07 A member who has been credited with sick leave by the Board under the sick leave provisions of a predecessor Board or another Collective Agreement with the Board shall be entitled to have such accumulated sick leave credited according to the limits in paragraph 10.02.
- 10.08 If absence is due to an accident compensable under the *Workplace Safety and Insurance Act*, the period of absence charged against cumulative sick leave shall represent only the time equivalent of the cash supplement paid by the Employer.

ARTICLE 11 - RETIREMENT GRATUITY PLAN

- 11.01 A retirement gratuity will be paid to any member who has a minimum of ten (10) years of continuous service, immediately prior to retirement, with Trillium Lakelands District School Board and/or one of its predecessor Boards and who, upon retirement, qualifies for the immediate payment of a pension from the Ontario Teachers= Pension Plan. For the purposes of the qualifying period, an approved leave does not constitute an interruption of Acontinuous service≅. AImmediate payment of a pension≅ under this paragraph means the retiring member will be receiving a pension from the Ontario Teachers= Pension Plan within six (6) months from the date of retirement, and written documentation from the Ontario Teachers= Pension Plan Board will be provided to the Employer by the retiring member.

11.02.01 Except as provided in 11.03 below, the gratuity shall be calculated as follows:

$$\frac{A}{200} \times \frac{N}{2} = G$$

Where A = the member=s annualized earnings (including any allowances) at the rate received by the member immediately prior to retirement or death;

And N = the number of sick leave days accumulated while the member was in the employ of the Board or one of its predecessor Boards, and remaining in the member=s sick leave account at the time of retirement, but not including those days transferred from another Board, municipality or Ministry of Education;

And G = the gratuity to a maximum of one-half year=s annualized earnings (including any allowances) at the rate received by the member immediately prior to retirement or death.

11.02.02 A member may accumulate up to three hundred (300) days for retirement gratuity purposes, but if, at the time of death or retirement, the credit exceeds two hundred (200) days, only two hundred (200) days may be used in the formula in 11.02.01.

11.03 Where a member retires under an F pension, the gratuity as calculated in 11.02.01 will be discounted at the rate of ten (10) percent for every year that the retiring member is less than age 62. This provision will not apply if the member is retiring to an unreduced pension in accordance with any Early Retirement Program under the Ontario Teachers=Pension Plan.

11.04 As per sub-section 180 (3) of the *Education Act*, a member who elects to accept an offer from the Employer for a reduction in employment from full-time to part-time (including in the year preceding retirement or death) is entitled to a gratuity of up to one-half of the member=s full-time annual rate of earnings at the time of retirement or death.

11.05 Six (6) months notice of retirement will be given except in the case of illness or unexpected circumstances.

11.06 A retirement gratuity will be paid to the Estate of a member who dies while in the employ of the Board under the same terms and conditions as if the member had retired in a normal manner.

11.07 Payment will be made in:

- (a) a bulk payment to the Estate of the deceased member within three (3) months of the

death of the member; or

- (b) at the discretion of the member at any time in a bulk payment between September and June of the following school year.

ARTICLE 12 - LEAVES

12.01 Pregnancy and Parental Leave

12.01.01 A member who has been employed for at least thirteen (13) weeks shall be granted a pregnancy leave and/or parental leave upon a minimum of two (2) weeks written notification to the Director or designate of the dates on which the member intends to leave and return to active employment, with a copy to the Bargaining Unit President and the Principal.

12.01.02 For pregnancy leave, the member shall provide the Employer with a medical certificate indicating the expected date of birth.

12.01.03 The timing and length of the pregnancy leave and/or parental leave shall be at the discretion of the member. The maximum pregnancy leave shall be seventeen (17) weeks and the maximum parental leave shall be eighteen (18) weeks. Any extension of the leave shall be in accordance with Article 12.02.

12.01.04 The Employer shall continue to pay its portion of the costs of the member=s benefit coverage according to this Collective Agreement during the statutory leave period, unless the member elects, in writing, not to continue the benefit coverage.

12.01.05 S.U.B. Plan

A member granted a pregnancy leave or a parental leave pursuant to this Article shall be compensated by the Employer under an Employment Insurance Commission of Canada (EIC) approved supplementary unemployment benefit plan for the two (2) week waiting period under EIC at a weekly rate equal to ninety-five (95) percent of the EIC weekly insurable earnings for the ten (10) day period provided that the member:

- (a) is eligible for pregnancy or parental leave benefits under EIC laws and regulations; and
- (b) makes a claim to the Employer on a form to be provided indicating the weekly amount payable by EIC.

12.01.06 A member on pregnancy/parental leave shall continue to accrue credit for sick leave

and **grid experience.**

12.01.07 A member returning from a pregnancy/parental leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member=s return to active employment is subject to Article 19.

12.02 Extended Leave

12.02.01 Upon request to the Director or designate, a member may extend their pregnancy and/or parental leave by up to two (2) additional school years. The following conditions shall apply to the continuation of such an extended leave:

- a) The member must apply in writing for the extended leave at least six (6) weeks in advance of the commencement of the extended leave, with a copy to the Bargaining Unit President and the Principal;
- b) The return from leave shall end on one of the following dates:
 - the end of the first semester;
 - the final day of the March break;
 - the end of the second semester; or
 - by mutual agreement, at another natural break in the school year.

12.02.02 A member returning from an extended leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member=s return to active employment is subject to Article 19.

12.02.03 A member on an extended leave shall be entitled to participate, at the member=s own expense, in the insured benefit plan as outlined in Article 9.

12.03 Paternity/Adoption Leave

12.03.01 The Employer, upon the request of a member, and receipt of a medical certificate stating that a member=s spouse is pregnant, shall grant the member one (1) day of paternity leave without loss of pay, benefits or deduction from sick leave. This leave may be taken at the member=s discretion, in whole or in part, during the pregnancy or following the birth of a child.

12.03.02 A member adopting a child who does not take parental leave in accordance with 12.01 shall be entitled to three (3) days of adoption leave without loss of pay, benefits or deduction from sick leave.

12.04 Bereavement Leave

12.04.01 A member shall be granted up to three (3) days leave of absence with pay and without deduction from sick leave in the case of the death of a parent, spouse, child, sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild. One (1) day with pay and without deduction from sick leave shall be granted in the case of the death of an aunt, uncle or close personal friend.

12.04.02 At the discretion of the Director or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement.

12.05 Compassionate Leave

12.05.01 Leaves of absence for other than personal illness may be granted without reduction of salary up to a total of five (5) days per school year, subject to approval of the Principal. A member shall submit a Compassionate Leave Form each time such leave is used. If the member is refused leave by the Principal, the member has the right to appeal to the Director of Education. This leave of absence is not cumulative.

12.05.02 The Employer shall grant compassionate leave for:

- (a) Attending to the needs of an ill or injured member of the immediate family. (Immediate family refers to son, daughter, spouse or any relative for whom the member bears special responsibilities.)
- (b) Accompanying an immediate family member to a doctor's office or hospital.
- (c) Needs directly related to the birth or adoption of a child.
- (d) Attending a wedding.
- (e) Attending graduation exercises.
- (f) Writing an examination from a post-secondary institution, including one-half day before the exam.
- (g) .Moving.
- (h) Legal, medical or dental appointments.
- (i) Municipal business.

12.05.03 Absences arising from 12.05.02 and 12.05.04 will be charged against sick leave

credits.

- 12.05.04 The Employer may grant compassionate leave, with pay, for reasons other than those provided for in 12.05.02, subject to the conditions contained in 12.05.01.
- 12.05.05 The Employer may grant compassionate leave, without pay, to a maximum of two (2) days per school year.

12.06 Quarantine

Leave, without loss of pay, benefits or deduction from sick leave, shall be granted to a member for a period of quarantine when declared by the Medical Officer of Health or designate.

12.07 Jury or Witness Duty

- 12.07.01 Members shall be granted leave, without loss of pay, benefits or deduction from sick leave, to serve as a juror or when subpoenaed as a witness in any proceeding to which the member is not a Party, provided the member pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and accommodation expenses.
- 12.07.02 Where a member in the employ of the Board is charged with an offence directly related to the member=s employment, the member shall not suffer a loss of pay for the time spent in court under a summons.

12.08 Special Leave of Absence

- 12.08.01 A member may request an unpaid leave of absence of one (1) to six (6) consecutive semesters. Any request for such leave shall be submitted in writing to the Director or designate by March 15 in the academic year preceding that in which the leave is to commence, with a copy to the Bargaining Unit President and the Principal. This deadline may be waived by the Employer.
- 12.08.02 Leaves shall be granted if there is a member on the recall list, according to Article 19, who is qualified for and accepts the position. In all other cases, special leave may be granted subject to program needs.
- 12.08.04 A member returning from a special leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member=s return to active employment is subject to Article 19.

12.08.05 A member on a special leave of absence shall be entitled to participate, at the member=s own expense, in the insured benefit plan as outlined in Article 9. While on special leave, sick leave credits shall be retained but shall not accumulate.

12.09 Self-Funded Leave Plan

12.09.01 This plan has been developed to afford members the opportunity of taking a one (1) year or one (1) semester leave of absence with pay, by spreading salary over a longer period of time (example: 4 years= salary over 5 years or 3 semesters= salary over 4 semesters). The maximum period for a self-funded leave plan shall be six (6) years.

12.09.02 Any member with one (1) year of service with Trillium Lakelands District School Board is eligible to apply.

12.09.03.01 Application shall be made, in writing, to the Director or designate on or before March 15, with a copy to the Bargaining Unit President and the Principal.

12.09.03.02 Written acceptance or denial of the member=s request, with explanation, shall be forwarded to the member by April 15. An individual Self-Funded Leave Agreement shall be completed by June 30.

12.09.03.03 The salary and any accrued interest shall be paid to the member in the manner specified in the Self-Funded Leave Agreement governing the leave plan of that member.

12.09.04 The individual self-funded leave accounts shall be administered and invested by the Superintendent of Business. The Superintendent of Business will meet annually prior to June 15 with a committee of three (3) representatives appointed by the Bargaining Unit to review the operation of the plan and discuss the investment of the funds for the following school year, The rate paid on the funds shall not be less than the investment rate that is available on the Board=s general revenue bank account. Prior to October 31, the Employer shall provide each plan participant with a personal statement of account detailing transactions for the year ending August 31 including interest earned for the year.

12.09.05 While on self-funded leave:

- (i) the member is entitled to participate, at the member=s own expense, in the insured benefit coverage as outlined in Article 9;
- (ii) Teachers= Pension Plan deductions shall be continued in accordance with the regulations established by the *Teachers= Pension Act*;
- (iii) sick leave credits shall be retained but shall not accumulate.

- 12.09.06 A member returning from a self-funded leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to Article 19.
- 12.09.07 Should a member die, resign from the Board, be declared redundant under Article 19, or decide to withdraw from the plan, the Employer shall pay to the member's Estate or to the member, as the case may be, within sixty (60) days, the amount of salary withheld up to that time along with any accrued interest.
- 12.09.08 Any member who began a self-funded leave plan with one of the predecessor Boards is entitled to continue that plan in accordance with the terms and provisions previously entered into between the member and the predecessor Board, subject to administration of the plan in accordance with 12.09.04.
- 12.09.09 These self-funded leave provisions are subject to Revenue Canada requirements.

12.10 Federation Release Time

- 12.10.01 The Employer agrees to provide up to three (3) FTE Federation leaves for Federation business. This release time shall be provided to the Federation Officers who are identified by the Federation, provided that the Federation shall reimburse the Employer for the cost of the release as follows:
- (a) the full Employer cost for the insured benefits coverage of the released member;
 - (b) the full Employer cost of the responsibility allowance (if any) for the released member, if the position is filled on an acting basis during the term of the leave; and
 - (c) the salary rate for a member in Category 3, step 3 for the first two (2) FTE leaves (if exercised), and full grid salary and any allowances for the third FTE leave (if exercised), of the salary grid in effect at the time of the leave.
- 12.10.02 The Federation Officers shall be paid as full-time teachers, entitled to all benefits and privileges of the Collective Agreement, during the period of the leave.
- 12.10.03 A member returning from Federation release time to active employment shall be reinstated to the position which the member held prior to the leave due to Federation release time. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to Article 19.

12.10.04 The Employer agrees to release Bargaining Unit members for Federation business at the request of the Bargaining Unit President, provided that the Federation shall reimburse the Employer for any replacement costs incurred. Total time release under this sub-paragraph shall not exceed a total **of** twenty (20) days in any school year.

12.11 General

- 12.11.01 Excluding leave for illness/injury and leave for Federation business, no combination of consecutive leaves under Article 12 shall exceed three (3) consecutive school years. This stipulation may be waived at the sole discretion of the Director or designate in exceptional circumstances. This provision is not intended to abrogate the statutory entitlement of any member.
- 12.11.02 With the exception of grid experience recognized in accordance with paragraph 7.03.05 (Equivalent Teaching Experience), credit for grid experience does not accrue while a member is on extended leave, special leave, or self-funded leave.

ARTICLE 13 - STAFFING AND WORKLOAD

- 13.00 The Employer and the Bargaining Unit agree that the staffing obligations under this Article (i.e. sub-paragraphs 13.01.01 to 13.01.04) do not extend beyond June 30, 2000.
- 13.01.01 The Parties agree that the total staff for the secondary panel for the second semester of 1998-1999, excluding Consultants and Co-ordinators and members delivering provincially or federally-funded programs and Adult Education programs shall be 419 Full-time Equivalent (FTE).
- 13.01.02 For 1999-2000, and based upon an estimated Average Daily Enrolment (ADE) of 7,000, the total staff for the secondary panel, excluding Consultants and Co-ordinators and members delivering provincially or federally-funded programs and Adult Education programs, shall be 429.5 FTE. This FTE may be adjusted in accordance with changes in projected ADE. The parties agree that if the Special Assistance Grant for Boards where the average credit load of secondary school pupils exceeds 7.2 credits per pupil, or an equivalent grant or a credit based funding formula is not continued for the 1999-2000 school year, then offsetting adjustments will be identified and mutually agreed by the Parties and implemented for the 1999-2000 school year.
- 13.01.03 The Employer shall ensure that each secondary school's staffing for a school year is based upon the application of the following:
- (a) allocating FTE guidance teachers to each school at a minimum of 1.82/1000 ADE; and
 - (b) allocating FTE library teachers to each school at 1.1/1000 ADE to a maximum of 1 FTE per school.
- 13.01.04 The Adult Education allocation is in addition to what is specified in 13.01.01 and 13.01.02. For 1998-1999 there shall be a minimum of ten (10) FTE allocated to this

program, and in 1999-2000 this number shall be adjusted in accordance with changes in the projected ADE for this program.

- 13.02 (a) Each full-time teacher shall be assigned 1,250 minutes of instructional time for every five (5) instructional days on average over the school year. As part of the 1,250 minutes, a full-time teacher will be assigned up to a maximum of six (6) credit courses or equivalent and a minimum of 125 minutes of other timetabled instructional duties including: on calls, teacher advisor programs, guidance and counselling, tutoring, library, computer site administration, scheduled remedial programs, and areas which are credited toward a secondary school diploma or in other provincially-mandated programs. Examination days, co-op monitoring and field trips/off campus activities performed during the regular school day deemed part of the curriculum shall be included in the calculation of the 1,250 minutes of instructional time.
- (b) Any teacher on assigned on-calls, who is not called upon to replace an absent teacher, shall be scheduled alternatively for remediation or other duties as set out above.
- 13.03 Each teacher shall be scheduled for 187.5 minutes of preparation time for each five (5) instructional days.
- 13.04 The equivalent of an additional twenty-five (25) minutes per week of other supervisory duties may be assigned to each teacher. In the assignment of on-call duties, the assigned on-call time provided through paragraph 13.02 (a) shall be utilized first. Non-instructional duties will be equitably assigned within each school.
- 13.05 Members who may be required to perform assigned duties within the five (5) day period before or after the defined school year shall receive compensating days off equal to the number of days worked, to be scheduled by mutual consent during the course of the school year.
- 13.06 Instructional and any non-instructional duties of part-time teachers shall be pro-rated in the same ratio that the part-time assignment bears to a full-time assignment.
- 13.07 Unless other arrangements are mutually agreed to by the member(s) and the Principal, each teacher shall be entitled, during the scheduled work day, to not less than forty (40) consecutive minutes for lunch free from assigned and supervisory duties. The lunch period for the teacher may be scheduled outside of the lunch period for students.
- 13.08 It is understood that credit courses assigned to administrators for the purposes of instruction form part of the FTE specified in paragraph 13.01.01 and 13.01.02.
- 13.09 An Administrative Head shall perform obligations under paragraph 13.02 (a) and (b) in the same ratio that their teaching assignment bears to a full-time assignment.

ARTICLE 14 - STAFFING COMMITTEES

14.01 Joint Staffing Committee

- 14.01.01 A Joint Staffing Committee shall be established by October 31 and maintained from year to year to review the staffing requirements of the secondary system.
- 14.01.02 The Committee shall be comprised of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Bargaining Unit.
- 14.01.03 The Committee shall review prior to April 30 the total complement of secondary system teaching personnel needed for the following school year based on pupil projection numbers and course selection data.
- 14.01.04 The Committee shall review by November 15 and April 15 the allocation of instructional time and FTE staff, including classroom, library, guidance and special education, to each school. The Committee shall also review the distribution of instructional time to teaching staff within schools. The Committee may make recommendations for changes to the appropriate Superintendent.
- 14.01.05 The Committee shall liaise, as it deems appropriate, with In-School Staffing Committees, keeping ~~them~~ informed of its deliberations and calculations, and shall meet with representatives of one or all of them, if required, to review each school=s share of the system=s instructional time.

14.02 In-School Staffing Committee

- 14.02.01 An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.
- 14.02.02 An In-School Staffing Committee shall be comprised of the following school personnel:
- . the OSSTF Branch President or designate from the Branch Executive
 - . a second representative from the Branch Executive
 - . the Principal
 - . a Vice-principal
- 14.02.03 The Committee will review the allocation to the school of the school=s share of the secondary system=s instructional time for a school year and provide feedback to the Joint Staffing Committee on the matter.
- 14.02.04 The Committee will review the allocation of the instructional and non-instructional time to each member.

14.02.05 The Committee shall keep the school staff informed of its activities.

14.03 General

14.03.01 Branch Affiliate participation in the Staffing Committees shall not limit or negate any rights under this Collective Agreement.

14.03.02 Any second semester adjustments to the system complement and/or individual school complement will be discussed fully with the Joint Staffing Committee and the appropriate In-School Staffing Committee(s) and shall be accomplished through postings, attrition or leaves.

ARTICLE 15 - SCHOOL YEAR

15.01 For 1998-1999 and 1999-2000, the school year in the school year calendar shall consist of 194 days.

ARTICLE 16 - MEDICAL PROCEDURES

16.01 No member shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the member to **risk** of injury or liability for negligence. Such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting assistance.

ARTICLE 17 - CONTINUING EDUCATION

17.01 A Continuing Education Teacher means a teacher employed to teach a continuing education course or class established in accordance with the regulations for which membership in the Ontario College of Teachers is required by the regulations.

17.02 This Article shall apply to continuing education programs in night school and summer school, correspondence courses and home study credits. Night school refers to credit course programs held outside the regular school day. Summer school refers to credit course programs held outside the regular school year.

17.03 This Article and the following provisions of the Collective Agreement shall be the only provisions which apply to Continuing Education Teachers:

Article 1 - Purpose

- Article 2 - Recognition
- Article 3 - Duration and Renewal
- Article 4 - Federation Fees
- Paragraph 5.01 - Management Rights
- Article 6 - Grievance Procedure
- Article 16 - Medical Procedures

17.04 Rates of pay for Continuing Education Teachers are as follows:

- (a) Summer School Teachers - \$30.00 per hour
- (b) Night School Teachers - start: \$30.00 per hour
4 credits taught: \$33.00 per hour
- (c) Correspondence Courses -
 - Basic Level \$7.00 per lesson marked
 - Other Intermediate Division \$10.00 per lesson marked
 - Other Senior Division \$11.00 per lesson marked
 - O.A.C. \$13.00 per lesson marked
- (d) Counsellors - \$30.00 per hour
- (e) Teachers of Home Study Credits - \$30.00 per hour

ARTICLE 18 - SENIORITY

18.01 Seniority List

- 18.01.01 A separate seniority list shall be established for Bargaining Unit members who are teachers, distinct from any seniority lists which may be established for occasional teachers, night school teachers, and summer school teachers.
- 18.01.02 The seniority system will take effect the date of ratification of this Collective Agreement or such earlier date as the Parties may agree.
- 18.01.03 The lists shall be rank ordered such that the most senior Bargaining Unit member is at the top **of** the list and the most junior is at the bottom.
- 18.01.04 The seniority list shall be provided to the President of the Bargaining Unit no later than October 31 **of** each school year, and posted in each secondary school location by no later than November 7. The Parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit members.
- 18.01.05 Each member is responsible for bringing alleged errors in the calculation of the member=s seniority to the attention of the Human Resources Administrator, in

writing, with a copy to the Bargaining Unit President. This must be done by not later than December 7 of each year, or the member=s placement on the list shall be deemed correct. The alleged error must be specified in detail, with confirming documentation as necessary.

- 18.01.06 The final Seniority List shall be provided to the President of the Bargaining Unit no later than the first working day of January of each school year, and posted in each secondary school location within five (5) school days thereafter. The Parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit members.
- 18.01.07 For the purposes of the seniority provisions set out in Article 18, A predecessor Board≅ refers to one of the predecessor Boards of Trillium Lakelands District School Board, namely the Victoria County Board of Education, the Haliburton Board of Education, or the Muskoka Board of Education, where the teacher was employed on December 31, 1997.

18.02 Teachers Employed as Bargaining Unit Members as of April 16, 1998

- 18.02.01 Seniority shall be the length of continuous service with Trillium Lakelands District School Board and the predecessor School Board from the first day worked as a secondary or elementary teacher, including continuous service in Long-Term Occasional teaching positions which immediately preceded a regular teaching job with no break in service. Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service. Part-time teachers accrue seniority on a full-time basis.
- 18.02.02 Should a tie in rank ordering occur based on the first day of work with Trillium Lakelands District School Board or the predecessor Board as set out in 18.02.01, the following criteria shall be used in sequential order to break the tie:

total service as a secondary teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher in the secondary panel;

THEN

total service as a teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher;

THEN

total teaching experience in Ontario, including LTO experience;

THEN

total teaching experience, including LTO experience;

THEN

by lot, to be conducted jointly by the approved representatives of the Parties. If required, lots will be drawn once all other data has been verified and prior to the final posting of the new Seniority List for District 15.

- 18.02.03 For the purposes of the seniority provisions set out in Articles 18.02 to 18.02.02 above, A first day worked ~~is~~, for members of the Bargaining Unit as of April 16, 1998 who worked the first scheduled working day of the school year, shall be deemed to be September 1 in each of the predecessor Boards.

18.03 Teachers Who Become ~~gaining Unit Members After April 6, 1998~~

- 18.03.01 For teachers hired on or after April 16, 1998, seniority shall be the length of continuous service with Trillium Lakelands District School Board from the first day worked as a Bargaining Unit member after being hired, including continuous service in Long-Term Occasional teaching positions which immediately preceded a regular teaching job with no break in service. Any approved absence, including layoff with recall rights, shall not be considered ~~an~~ interruption of continuous service. Part-time teachers shall accrue seniority on a full-time basis.

- 18.03.02 Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used in sequential order to break the tie:

total service as a secondary teacher with Trillium Lakelands District School Board and the predecessor Board, including service ~~as~~ an LTO teacher in the secondary panel;

THEN

total service as a teacher with Trillium Lakelands District School Board and the predecessor Board, including service ~~as~~ an LTO teacher;

THEN

total teaching experience in Ontario, including LTO experience;

THEN

total teaching experience including LTO experience;

THEN

by lot, to be conducted jointly by the approved representatives of the parties. If necessary, lots will be drawn each year once all other data has been verified and before the final posting of the seniority list.

ARTICLE 19 - TRANSFER, SURPLUS, REDUNDANCY AND RECALL

19.01 Definitions

- 19.01.01 A staff complement vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit member has been assigned.
- 19.01.02 A Voluntary transfers, in accordance with 19.02, shall mean any staff change arrangement, initiated by the member, that fills a staff complement vacancy.
- 19.01.03 An Administrative transfer, in accordance with 19.02, shall mean a transfer initiated by the Employer.
- 19.01.04 A Surplus teachers is a Bargaining Unit member who has been identified by seniority as being surplus to the staffing requirements of a particular school for the ensuing school year, in accordance with Article 13.
- 19.01.05 A Redundant teachers is a Bargaining Unit member who has been identified by seniority as being in excess of the staffing requirements of the Board for the ensuing school year, in accordance with Article 13.
- 19.01.06 The Joint Staffing Committee shall be provided with all relevant information in order to ensure that the procedures related to surplus, transfer, redundancy and recall are followed.

19.02 Transfer

- 19.02.01 Bargaining Unit members who wish to be considered for transfer to another secondary school shall inform the designated Superintendent, in writing with a copy to the Bargaining Unit President, by no later than March 15 of the school year immediately **prior** to the school year for which the transfer is to be effective.
- 19.02.02 Requests for voluntary transfers which can be accommodated shall be used first to fill staff complement vacancies. In order to facilitate voluntary transfers, a member who is transferred to replace a member on leave for only one (1) year will remain the responsibility of the originating school, unless otherwise agreed.
- 19.02.03 No administrative transfer of a member shall be to a school more than eighty (80) kilometres **from** the teacher's original school. In this regard, it is understood and agreed that transfers between Haliburton Highlands Secondary School and Fenelon Falls Secondary School are within this distance. It is also agreed that no

administrative transfer may occur within the last two (2) years prior to a member's retirement.

19.03 Declaration of Redundancy

- 19.03.01 Redundancy occurs when the full-time equivalent number of teachers in the secondary panel exceeds the full-time equivalent number of teaching positions for the next school year.
- 19.03.02 Reductions in staff due to redundancy shall start at the bottom of the Seniority List with the least senior Bargaining Unit member and proceed **up** the ranked list. In the event that such declaration of redundancy results in the elimination of a program for which no available teacher is or will be qualified by September 1 of the next school year or for which no available teacher has evidence of successful teaching, the member next in order shall be declared redundant. In the event that a less senior member is to be retained due to qualifications and experience, the situation shall be discussed fully at the Joint Staffing Committee prior to a full explanation being provided to the member being declared redundant and prior to the declaration of redundancy.
- 19.03.03 When redundancy exists, the Employer shall notify, in writing by no later than May 1, the member(s) whose employment may be terminated because of redundancy.

19.04 Surplus to School Declaration

- 19.04.01 Prior to the declaration of school surplus, the principal shall determine which members are to be declared surplus on the basis of seniority. The principal shall examine the qualifications of school staff and evidence of successful teaching in other subject areas so as to retain the more senior members by re-assignment whenever possible. Consideration shall also be given to assignment to a subject area by mutual consent in accordance with Regulation 298. Where it is deemed that the curriculum needs of the school require the retention of a member with less seniority than a member declared surplus, the principal shall provide an explanation to the member to be declared surplus and the Bargaining Unit President prior to the declaration of surplus. The principal may involve another administrator at the meeting where the explanation is provided.
- 19.04.02 Bargaining Unit members on the recall list are the responsibility of the originating school. This provision is subject to the recall entitlements of more senior members.
- 19.04.03 Each principal shall, by April 30, submit to the Employer a list of Bargaining Unit members considered surplus to the school. The President of the Bargaining Unit will be provided with a copy of the lists.
- 19.04.04 The Human Resources Administrator shall, in consultation with the principals, identify and notify in writing by April 30 each Bargaining Unit member in each school who is expected to be surplus to the staffing requirements of each school for

September of the following year.

19.04.05 Members who are surplus to their school shall have the opportunity to indicate preferences as to other assignments within the Board. Such preference(s) shall be expressed in writing, and copied to the school principal, the Bargaining Unit President, and the ~~Human~~ Resources Administrator. Subject to qualifications or evidence of successful teaching in the expressed area of preference(s), such preference(s) shall be considered in order of seniority when assignments are made in accordance with paragraph 19.05.

19.05 Assignment of Surplus Members

19.05.01 A member declared surplus to school shall be placed in a staff complement vacancy or a vacancy arising from a declaration of redundancy.

19.05.02 A member shall be assigned according to seniority to teach in a subject or combination of subjects for which the member is qualified or has evidence of successful teaching. Consideration shall be given to a member who is willing and able to qualify by September 1 or such later date as is agreed to teach in another subject area in which a vacancy exists.

19.05.03 A member may elect to refuse a re-assignment, in which case the member shall be declared redundant and placed on the recall list.

19.05.04 Where any member is transferred to any other secondary school for reasons related to the surplus to school procedures in Article 19, such member shall have the right to return to any teaching vacancy in the originating school for which the member is qualified or has evidence of successful teaching. Where there is more than one (1) member with the right to return and who qualifies for a teaching vacancy in a particular school, members shall be offered the position in seniority order. The right to return described herein shall be exercised prior to commencement of duties in the new assignment or, subject to Article 19, at one of the following times:

- at the end of the first semester in the new assignment;
- at the beginning of the subsequent school year.

19.06 Recall

19.06.01 The Employer shall establish and maintain a recall list of all Bargaining Unit members declared redundant.

19.06.02 Bargaining Unit members who have been declared redundant shall be recalled to staff complement vacancies based on seniority, subject to qualifications or evidence of successful teaching. While a member is on the recall list, sick leave credits shall be

retained but shall not accumulate.

- 19.06.03 Bargaining Unit members who are eligible for recall shall file with the Employer their most recent address and telephone number, with a copy to the Bargaining Unit President. Members shall be responsible for advising the Employer and the Bargaining Unit President if they will be unavailable for recall for a specified period of time (not to exceed three (3) months).
- 19.06.04 When a position becomes available, the Employer shall endeavour to contact the member being recalled by telephone and by courier or registered mail. Inability to reach the member within four (4) work days, or a refusal to accept the position within that time-frame, shall enable the Employer to contact the next person on the list.
- 19.06.05 A Bargaining Unit member on the recall list shall retain such status for a maximum period of two (2) years, subject to 19.06.06.
- 19.06.06 A member of the Bargaining Unit who refuses recall to a position, for which the member is qualified or for which the member has expressed a preference (see 19.04.05), on more than two (2) occasions, shall be removed from the recall list and will not be offered any further employment opportunities provided that:
- (a) refusal to accept a recall to a school beyond the provisions of 19.02.03 shall not be considered a Arefusal≅ within the meaning of this paragraph;
 - (b) other refusals to recall may also **be** exempted from this paragraph, provided that reasons for such refusal are acceptable to the Director or designate; and
 - (c) unavailability for recall in accordance with 19.06.03 shall not be considered a Arefusal≅ within the meaning of this paragraph.
- 19.06.07 A member on the recall list shall be entitled to continue to be enrolled, at the member=s own expense, in the group benefit plans in which the member was enrolled immediately prior to being declared redundant.
- 19.06.08 Available staff complement vacancies shall be offered to qualified members on the recall list prior to any external posting.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT PLAN

- 20.01 The Employer will provide \$50,000 for each school year to be used for supporting members= attendance at conferences, in updating courses and similar activities of a professional development nature. The fund will be administered by the Branch

Professional Development Plan Committees composed of no fewer than five (5) Branch members. Information concerning the guidelines of the committees and application procedures for benefits under the plan are available from the school committee. It is understood that the above provisions shall be suspended for the life of **this** Collective Agreement.

ARTICLE 21 - ACTING ADMINISTRATIVE POSITIONS.

21.01 The Parties agree that a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal on a temporary basis, for a period of not less than one-half (1/2) day and not more than twenty (20) consecutive work days or forty (40) work days in a school year. The Teacher-in-Charge shall be paid the following salary:

1/194 of Year 0 of the Principals=Vice-Principals= Salary Schedule times the number of days in the position. This salary shall be in lieu of the member=s regular salary unless the regular salary of the member is greater.

21.01.01 The member will continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of Union/Bargaining Unit dues.

21.01.02 Nothing in this Article prevents the member from resuming the member=s regular Bargaining Unit duties subject to forty-eight (48) hours written notice to the appropriate supervisor.

21.01.03 Where possible, a member shall receive forty-eight (48) hours notice of the request that the member substitute as a Teacher-in-Charge for an absent Principal/Vice-Principal.

21.01.04 A member shall have the right to refuse the request to substitute for an absent **Principal/Vice-Principal**.

21.01.05 **An** Occasional Teacher shall be hired to replace a member of the Bargaining Unit who is acting as a Teacher-in-Charge.

21.02 When a Principal or Vice-principal will be absent from the school for a period of more than twenty (20) consecutive work days but less than one (1) school year, the Board may appoint a Bargaining Unit member as an Acting Principal or Vice-Principal to fulfil the duties **of** the absent administrator.

21.02.01 The Bargaining Unit member shall be paid the following salary:

1/194 of Year 0 of the Principals=Vice-Principals= Salary Schedule times the number of days in the position. This salary shall be in lieu of the member=s regular

salary unless the regular salary of the member is greater.

- 21.02.02 The Bargaining Unit member shall be entitled to return to the member=s former position in the Bargaining Unit if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the member=s term(s) as Acting Principal or Vice-Principal does not exceed 193 work days within three (3) school years.
- 21.02.03 The member acting as Principal/Vice-Principal will continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of Union/Bargaining Unit dues.
- 21.02.04 An Occasional Teacher shall be hired to replace a member of the Bargaining Unit who is appointed as an Acting Principal/Vice-Principal.
- 21.02.05 Nothing in this Article prevents the member from resuming the member=s regular Bargaining Unit duties subject to seven (7) days= written notice to the appropriate supervisor.
- 21.03 Bargaining Unit members serving as a Teacher-in-Charge or as an Acting Principal/Vice-Principal shall not discipline or evaluate other Bargaining Unit members.
- 21.04 In the case of part-time Acting Administrative Positions under this Article, the rates specified will be pro-rated, as appropriate.

ARTICLE 22 - ENTRY AND RE-ENTRY OF PRINCIPALS/VICE-PRINCIPALS

- 22.01 A member of the Bargaining Unit who is hired to the position of Vice-principal or Principal shall maintain seniority within the Bargaining Unit for a trial period of not more than one (1) year. If the member wishes to return to the Bargaining Unit during the one (1) year trial period, the member shall be credited with the seniority held at the time that member assumed the Vice-principal or Principal position.
- 22.02 A member designated as aVice-Principal or Principal under this Article shall continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of Union/Bargaining Unit dues.

Signed at Lindsay, Ontario, this 27th day of April, 1999

on behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

Chairperson

Director of Education

on behalf of THE ONTARIO SECONDARY SCHOOL TEACHERS= FEDERATION,
DISTRICT 15:

President

Chief Negotiator

LETTER OF UNDERSTANDING

A teacher who commenced employment prior to September 1, 1998 shall have completed the probationary period by the earlier of the last working day in June 1999 or the completion of the probationary period stipulated in the teacher=s contract at the time of hire.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure in Article 6.

Dated at Lindsay, Ontario, this 27th day of April, 1999

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

RE: EXTRA DEGREE ALLOWANCE FOR AN ADDITIONAL BACHELOR=S DEGREE

Members who were receiving an allowance for an additional Bachelor=s Degree (e.g. B.Ed., B.D., B.Th., B.Paed.) as of August 31, 1998, under the Collective Agreement with their predecessor Board, shall continue to receive such allowance as long as the members remain in employment with the Trillium Lakelands District School Board.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is **part** of the Collective Agreement and is subject to the grievance procedure in Article 6.

Dated at Lindsay, Ontario, this **27th** day of April, 1999

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

Members who were teachers with the former Muskoka Board of Education, who had five (5) years of service under the Muskoka Board of Education retirement gratuity program as of September 1, 1998, and who will be eligible to retire to pension before they achieve ten (10) years of service, will be eligible for a retirement gratuity based upon a five (5) year qualifying period, rather than the ten (10) year period specified in 11.01 of this Collective Agreement.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure in Article 6.

Dated at Lindsay, Ontario, this 27th day of April, 1999

For the Employer

For the Bargaining Agent

LETTER OF UNDERSTANDING

It is understood and agreed by the Parties that the upcoming arbitration related to the AF Pension[≅] will be determinative of the interpretation of paragraph 11.03 of the Collective Agreement.

Dated at Lindsay, Ontario, this 27th day of April, 1999

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

RE: RESPONSIBILITY ALLOWANCES

For the school year 1998/99, Department Head definitions (including Community Education Officer) shall be in accordance with the practices and Collective Agreements with the predecessor Boards, and the allowances will similarly reflect Collective Agreements with the predecessor Boards, with the following exceptions:

Muskoka Major Head: **\$4,311**

Haliburton Head: **\$4,311**

The rate changes specified above come into effect on the date of ratification by the second of the Parties to do so.

For the 1999-2000 school year, the following procedure shall apply:

The Parties agree to establish a joint Employer/Bargaining Unit Committee to develop a revised structure for in-school positions of responsibility to be implemented for the 1999-2000 school year.

The Committee shall consist of four (4) members appointed by the Employer and four (4) members appointed by the Bargaining Unit.

The revised structure for in-school positions of responsibility shall be developed within the following parameters:

1. Unless otherwise agreed, the minimum board-wide total dollar amount for allowances shall be the amount generated by the funding formula.
2. The Committee may agree to amend, add or delete from the following list:

English, Modern Languages, Mathematics, Science, History, Geography, Visual **Art**, Physical Education, Guidance, Business, Technological Studies, Library, Special Education, Computer Studies, Music, Co-op Education, Drama, Family Studies.
3. The Committee will develop a new position of responsibility structure for consistent application in the secondary schools. Notwithstanding the consistent structure, the Committee shall review the needs of Haliburton Highlands Secondary School and Gravenhurst Secondary School and may recommend a different structure for these schools.

4. The Committee shall review the duties and responsibilities of members holding in-school positions of responsibility and make recommendations to the parties for changes/modifications. The Committee will recommend a model for the ongoing review of the headship structure.
5. The Committee will review and determine the allowances for any positions in the new structure.
6. The Committee shall determine the transition process to the new structure.

The work of the Committee is to be completed by February 15, 1999 and the report forwarded to the Board and the Bargaining Unit for review and approval. The Board and the Bargaining Unit shall have completed the approval process by March 1, 1999.

Following approval by the Parties, the following shall be included in Article 8 of the Collective Agreement:

- % allowances for positions of responsibility
- % list of departments
- % generators, if any, for the number of positions per school
- % approval process for any flexibility permitted by the model approved by the Parties

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure in Article 6.

Dated at Lindsay, Ontario, this 27th day of April, 1999

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

When the Bargaining Unit selects a Long-Term Disability Insurance Plan, the following parameters will apply:

The premiums will be 100% employee-paid.

The Board will make deductions and remit payments for the plan.

The level of benefit will not exceed the take home pay that the member would have received if at work.

The waiting period will not exceed ninety (90) days.

With the commencement of the new plan, sick leave is not available to augment benefits from LTDI.

Membership in the plan will be a condition of employment for all members who can benefit from the plan. This condition of employment provision shall not apply to members who were previously exempted from it.

The OSSTF, District 15 agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deductions and payment under the LTDI Plan.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure in Article 6.

Dated at Lindsay, Ontario, this 27th day of April, 1999

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

RE: GROUP BENEFITS

By February 15, 1999, the Employer shall take to market a group benefit plan design as determined by the Joint Labour/Management Committee as follows:

- % A summary of the plan shall be incorporated into Article 9 of this Collective Agreement at the Collective Agreement's next renewal;
- % The total Employer expenditure for insured benefits for Bargaining Unit members for 1998-1999 and thereafter shall not exceed \$796,000 per annum;
- % The plan may include the following provisions:
 - Group Term Insurance based on a multiple of each member's salary;
 - Extended Health Care coverage with consideration to achieving the best of each of the plans of the predecessor Boards;
 - Dental coverage which includes all four (4) riders and the current ODA Fee Guide minus one (1) year;
 - a Long-Term Disability Insurance Plan, the components of which are to be determined by the Bargaining Unit.
- % If necessary, to meet the total expenditure amount above, cost containment provisions shall be considered.
- % Benefit plan changes resulting from this process shall be implemented as soon as practicable.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure in Article 6.

Dated at Lindsay, Ontario, this 27th day of April, 1999

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

RE: IMPLEMENTATION OF 6 OF 8

As part of the resolution of the Collective Agreement for the period September 1, 1998 to August 31, 2000, the Parties agree to implement the following adjustments to teacher assignments:

- % notwithstanding Article 13, Staffing and Workload provisions, teachers shall complete the assigned timetable for the first semester of the 1998-1999 school year.
- % those members who were assigned four **(4)** periods of instruction have fulfilled their obligations regarding the completion of 125 minutes of additional instructional time for every five **(5)** instructional days until the end of the first semester of the 1999-2000 school year. These teachers shall not be assigned any exam supervision at the end of the first semester of the 1998-1999 school year.
- % those members who were assigned more than three **(3)** and less than four **(4)** periods of instruction shall complete a proportion of the 125 minutes of additional instructional time so that their workload over the 1998-1999 school year achieves but is not in excess of 1250 minutes of instructional time for every five **(5)** instructional days.
- % those members who were assigned three **(3)** periods of instruction shall be deemed to have completed their 125 minutes of additional instructional time for the period of the first semester up to the date of ratification of this Collective Agreement.
- % for those members with part-time status, instructional time shall be adjusted as above where the assignment made is greater than their part-time status.

If the Parties experience difficulties in the implementation of these steps, representatives of the Federation Executive and representatives of the Employer (including the Superintendent responsible for secondary operations and the H.R. Administrator) shall meet upon the request of either **Party** at mutually agreed times in order to review and resolve such difficulties.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure in Article 6.

Dated at Lindsay, Ontario, this 27th day of April, 1999

For **the** Employer

For **the** Bargaining Unit

GENERAL INFORMATION

Ontario Secondary School Teachers= Federation, District 15

Mailing Address: P.O. Box 912
Lindsay, Ontario K9V 5N3

Telephone/Fax: (705) 324-0107
1-877-856-7783 (toll free)

President: Peter Carroll

Trillium Lakelands District School Board

Lindsay Corporate Office

Mailing Address: P.O. Box 420, 300 County Road 36
Lindsay, Ontario K9V 4S4

Main Switchboard: (705) 324-6776
VoiceMail: (705) 324-5300
Fax (Main): (705) 324-2036
Fax (H.R. Dept.): (705) 324-0525

Frequently called numbers:

H.R. Administrator, ext. 176; Admin. Asst., ext. 121
H.R. Coordinator - Teaching, ext. 106
H.R. Data Systems Officer (Benefits), ext. 174
H.R. Assistant (LTD/WSIB Claims), ext. 143
Payroll Officer (Secondary Teachers), ext. 175

Haliburton Office

Mailing Address: P.O. Box 507
Haliburton, Ontario K0M 1S0

Telephone: (705) 457-1980
Fax: (705) 457-3040

Bracebridge Office

Mailing Address: 76 Pine Street
Bracebridge, Ontario P1L 1N4

Telephone: (705) 645-8704
Fax: (705) 645-8452