

COLLECTIVE AGREEMENT

between

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION**
(hereinafter referred to as the "OSSTF" or "Union")

representing

**THE SECONDARY TEACHERS OF TRILLIUM
LAKELANDS DISTRICT 15**
and
**THE SECONDARY OCCASIONAL TEACHERS
OF TRILLIUM LAKELANDS DISTRICT 15**
(hereinafter referred to as the "Bargaining Unit")

and

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as "Board" or "Employer")



September 1, 2008 to August 31, 2012

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PURPOSE.....	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – DURATION AND RENEWAL.....	1
3.05 No Strike or Lock-out.....	1
ARTICLE 4 – FEDERATION FEES.....	2
ARTICLE 5 – RIGHTS AND RESPONSIBILITIES	
5.01 Management Rights.....	2
5.02 Just Cause.....	2
5.03 Non-Discrimination.....	2
5.04 Board Policies and Administrative Procedures.....	3
5.05 Statistics.....	3
5.06 Copies of the Collective Agreement.....	3
5.07 Use of Board Premises.....	3
5.08 Probationary Period.....	3
5.09 Employee Files.....	4
5.10 Termination of Employment.....	4
5.11 Vacant Teaching Positions.....	4
5.12 Posting Positions of Responsibility.....	4
5.13 Curriculum Writing Opportunities.....	5
5.14 Correspondence.....	5
5.15 Joint Labour/Management Committee.....	5
5.16 Performance Appraisals.....	5
5.17 Cross-Panel Exchanges.....	5
ARTICLE 6 – GRIEVANCE PROCEDURE	
6.01 Definitions.....	6
6.03 Grievance Procedure– Individual, Group and Policy Grievances.....	6
6.04 Grievance Mediation.....	7
6.05 Arbitration.....	7
ARTICLE 7 – SALARY SCHEDULE AND ALLOWANCES	
7.01 Category System.....	8
7.02 Method of Payment.....	8
7.03 Salary Grids.....	9
7.03.04 Equivalent Teaching Experience.....	10
7.04 Graduate or Extra Degree Allowance.....	10
7.05 Related Work Experience.....	11
7.06 E.I. Rebate.....	11
7.07 Annual Statement.....	11
ARTICLE 8 – POSITIONS OF RESPONSIBILITY.....	11
8.04 Administrative Head.....	12
8.05 Adult Education and Training Centre Head.....	12
8.06 Departmental Positions of Responsibility Within Schools.....	12
8.07 Duties of a Department Head.....	13
8.08 Department Structure.....	14
8.09 New Positions of Responsibility.....	15
ARTICLE 9 – GROUP BENEFITS.....	15
ARTICLE 10 – CUMULATIVE SICK LEAVE PLAN.....	16
10.05 Medical Documentation.....	16
ARTICLE 11 – RETIREMENT GRATUITY PLAN.....	17

ARTICLE 12 – LEAVES	
12.01	Pregnancy and Parental Leave..... 18
12.01.05	S.U.B. Plan..... 19
12.02	Extended Leave..... 19
12.03	Paternity/Adoption Leave..... 20
12.04	Bereavement Leave..... 20
12.05	Personal/Compassionate Leave..... 20
12.06	Quarantine..... 21
12.07	Jury or Witness Duty..... 21
12.08	Special Leave of Absence..... 21
12.09	Self-Funded Leave Plan..... 22
12.10	Federation Release Time..... 23
12.11	Family Medical Leave..... 23
12.12	General..... 23
ARTICLE 13 – STAFFING AND WORKLOAD	
13.01	Generation of FTE (Full-Time Equivalent) Staff (excluding all programs in the School of Alternate Education)..... 23
13.02	Working Conditions..... 24
13.03	Class Size..... 26
ARTICLE 14 – STAFFING COMMITTEES	
14.01	Joint Staffing Committee..... 27
14.02	In-School Staffing Committee..... 27
14.03	General..... 28
ARTICLE 15 – SCHOOL YEAR..... 28	
ARTICLE 16 – MEDICAL PROCEDURES..... 28	
ARTICLE 17 – CONTINUING EDUCATION..... 28	
ARTICLE 18 – SENIORITY	
18.01	Seniority List..... 29
18.02	Teachers Employed as Bargaining Unit Members as of April 16, 1998..... 29
18.03	Teachers Who Become Bargaining Unit Members after April 16, 1998..... 30
ARTICLE 19 – TRANSFER. SURPLUS. REDUNDANCY AND RECALL	
19.01	Definitions..... 30
19.02	Administrative Transfer..... 31
19.03	Voluntary Transfer..... 31
19.04	Declaration of Redundancy..... 31
19.05	Surplus to School Declaration..... 32
19.06	Assignment of Surplus Members..... 32
19.07	Recall..... 34
19.08	Assignment. Redundancy and Surplus for Members of the School of Alternate Education..... 34
ARTICLE 20 – PROFESSIONAL DEVELOPMENT PLAN..... 35	
ARTICLE 21 – ACTING ADMINISTRATIVE POSITIONS..... 35	
ARTICLE 22 – HEALTH & SAFETY..... 36	
ARTICLE 23 – OCCASIONAL TEACHERS..... 36	
23.01	Definitions 36
23.02	Application of Article 23..... 37
23.03	Rights and Responsibilities
23.03.01	Just Cause..... 37
23.03.02	Non-Discrimination..... 37
23.03.03	Copies of the Collective Agreement..... 37

23.03.04	Probationary Period.....	37
23.03.05	Correspondence.....	37
23.03.06	Statistics.....	38
23.03.07	Board Policies and Administrative Procedures.....	38
23.04	Occasional Teacher List.....	38
23.05	Posting Procedures for Long Term Occasional Assignments.....	39
23.06	Salary and Method of Pay	
23.06.01	Salary Grid.....	39
23.06.02	Method of Pay.....	39
23.07	Working Conditions	
23.07.01	Professional Activity Day(s).....	40
23.08	Short Term Occasional Assignments.....	40
23.08.03	Daily Rate.....	40
23.08.04	Call-in Pay.....	41
23.09	Long Term Occasional Assignments	
23.09.01	Salary Grid Placement.....	41
23.09.02	Continuous Employment.....	41
23.09.03	Timetable.....	41
23.09.04	Termination of Assignment.....	41
23.09.05	Leaves of Absence for Long Term Occasional Teachers	
23.09.05.01	Sick Leave.....	41
23.09.05.02	Medical Documentation.....	42
23.09.05.03	Bereavement Leave.....	42
23.09.05.04	Jury or Witness Duty.....	42
23.09.05.05	Examination and Graduation.....	43
23.09.05.06	Pregnancy/Parental Leave.....	43
23.09.05.07	Quarantine.....	43
23.09.05.08	Federation Leave.....	43
23.09.06	Benefits for Long Term Occasional Teachers.....	43

LETTERS OF UNDERSTANDING

re: Criminal Reference Checks.....	44
re: School of Alternate Education.....	45
re: Tripartite Teacher Advisory Committee; Joint Task Workgroup on Workplace Violence; Joint Task Group on Benefits.....	45
re: Electronic Communications.....	46

Signatory Page.....	47
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Performance Appraisal Concepts

• Experienced Teachers.....	48
• New Teacher Induction Program.....	49

General Information.....	Back Cover
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ARTICLE / - 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 to by the Parties.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the Bargaining Agent authorized to negotiate on behalf of its members 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, and all Occasional Teachers in the secondary panel employed by the Board.
- 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 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.
- 2.04 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.
- 2.05 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. In any such meeting involving the delivery of a disciplinary notice, or formal discussion of a disciplinary matter, the Employer shall notify the member a minimum of eighteen (18) hours prior to such meeting, in order for the member to arrange for Federation representation at the meeting, if the member wishes. If the member elects to have Federation representation, no further discussion of the matter will take place with the member until the scheduled meeting.

ARTICLE 3 - DURATION AND RENEWAL

- 3.01 The effective period of this Collective Agreement shall be September 1, 2008 to August 31, 2012 inclusive.
- 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** or other applicable legislation.
- 3.03 In accordance with the **Ontario Labour Relations Act**, Section 59, if either Party gives notice of its desire to negotiate, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Collective Agreement.
- 3.04 No changes can be made to this Collective Agreement without the mutual written consent of the Parties.
- 3.05 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 "strike" and "lock-out" shall be as defined in the **Labour Relations Act** or other applicable legislation.

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 In the case of Occasional Teachers, the remittances specified in 4.02 and 4.03 above shall be accompanied by a list identifying the members, their Social Insurance numbers, daily rate, number of days worked in the pay period, earnings for the pay period, and the Federation Fees deducted.
- 4.06 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.

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, or participates in the activities of the Ontario Secondary School Teachers' Federation or any Committee, Branch or District thereof.

5.04 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 or Administrative Procedures which have a direct impact upon Bargaining Unit members. Without limiting the generality of the foregoing, the President of the Bargaining Unit will be consulted in relation to policies/administrative procedures related to harassment, teacher evaluation, criminal reference checks, discipline, demotion or dismissal of teachers, employee assistance programs, student records management, special education, instructional time guidelines, safe schools, emergency preparedness, and reporting procedures related to child protection legislation. These provisions shall not apply if an authorized representative of the Bargaining Unit participates in the development of a Board Policy or Administrative Procedure.

All Board policies and administrative procedures are available to the system through the Employer's e-mail. Any changes, additions or deletions to Board Policies and/or Administrative Procedures shall be sent to the President of the Bargaining Unit by e-mail attachment.

5.05 Statistics

5.05.01 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.

5.05.02 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 three (3) weeks of the request being made. 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 electronic 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.

5.06 _____ 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 when they are hired. The cost of printing the Collective Agreement shall be shared equally by the Parties.

5.07 Use of Board Premises

5.07.01 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.

5.07.02 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.

5.07.03 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.

5.08 Probationary Period

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

5.09 Employee Files

5.09.01 A member of the Bargaining Unit, upon written request, shall have access to all of 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. The member may transfer, through written authorization, his/her rights under this clause to the President of the Bargaining Unit (or a designate from the Union Executive).

5.09.02 Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation/negative material in a member's personnel file, the member may request that such disciplinary notation/negative material be reviewed. Such notation/negative material may be removed from the file provided the personnel file has been free of any written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.

It is understood by the parties that negative material does not include teacher evaluation reports.

5.09.03 All documents of a disciplinary nature shall be maintained in the personnel file. The Board shall ensure that a member receives a copy of any disciplinary material placed in his/her personnel file.

5.10 Termination of Employment

The Employer shall provide a member of the Bargaining Unit with written notice by November 30 of an intention to terminate the member's employment effective December 31 or January 31 (end of Semester 1), or by May 31 of an intention to terminate the member's employment effective June 30 or August 31.

A member of the Bargaining Unit shall provide written confirmation to the Employer by November 30 of a resignation or retirement effective December 31 or January 31 (end of Semester 1), or by April 15 of a resignation or retirement effective June 30 or August 31.

This clause 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.

5.11 Vacant Teaching Positions

5.11.01 The Employer shall advertise internally, prior to advertising externally, all vacant teaching positions and send an electronic copy of each posting to the Bargaining Unit President:

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

5.11.03 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.

5.11.04 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.

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

5.12 Posting Positions of Responsibility

5.12.01 The Employer shall advertise internally, prior to advertising externally, all vacant or newly-created positions of responsibility and send an electronic copy of each posting to the Bargaining Unit President.

5.12.02 Positions of responsibility in the last year of the term in accordance with 8.06, and all newly created positions of responsibility, shall be posted the week following the March Break, and filled by April 15.

5.12.03 Any new positions of responsibility which are created after April 15 and approved for the next school year, shall be posted on an acting basis in accordance with 5.12.01 and 5.12.02.

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

5.12.05 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.

5.12.06 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.

5.12.07 Qualified applicants for a position will be offered an oral debriefing upon request.

5.13 Curriculum Writing Opportunities

The Employer shall inform Bargaining Unit members of all curriculum writing opportunities, by providing electronic notice of such opportunities on the Board's internal e-mail system.

5.14 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.

5.15 Joint Labour/Management Committee

5.15.01 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.

5.15.02 The Committee will consist of up to three (3) members of the Bargaining Unit, appointed by the Bargaining Unit, and up to three (3) representatives of the Employer. With the approval of both Parties, additional representatives may attend a meeting.

5.15.03 The Committee shall meet on a regular basis, normally every two (2) months, or at the call of either Party upon reasonable notice.

5.16 Performance Appraisals

It is understood and agreed that any recommendation for termination resulting from the teacher performance appraisal process is subject to the grievance/arbitration process set out in Article 6 of this Agreement. Further, it is understood and agreed that any alleged violations of the process, including alleged violations of the governing legislation, regulations and/or Board policies/procedures/resolutions, may be raised in the termination grievance, regardless of timeframes set out in the grievance process.

5.17 Cross-Panel Exchanges

5.17.01 A member who wishes to initiate a cross-panel exchange with a Teacher in the Elementary panel must submit a written request to the Superintendents responsible for Elementary and Secondary Operations, with a copy to the respective Principals and Federation Presidents.

5.17.02 Requests must identify both teachers and be submitted by May 1st of any year.

5.17.03 Exchanges shall be for a maximum period of ~~two~~ (2) consecutive years, subject to annual renewal.

- 5.17.04 In the case of a strike/lock-out involving either Bargaining Unit, the exchange provision is suspended and the member must return to the originating assignment.
- 5.17.05 The workload provisions governing the teachers' assignment in a particular building will apply to the teachers on exchange. Specifically, for an elementary teacher on exchange in a secondary school, the assignment will be in accordance with Article 13 - Staffing and Workload of the secondary school teachers' collective agreement. Conversely, a secondary teacher on exchange in an elementary school will be assigned duties in accordance with Article 20 - Staffing & Working Conditions and the Letter of Understanding: Parent-Teacher Interviews. In addition, the teacher on exchange accepts the school year calendar for the exchange panel. Any grievance related to workload shall be filed in accordance with the collective agreement governing that building, and carriage of the grievance is the responsibility of the Federation that is signatory to that collective agreement.
- 5.17.06 Members of the Bargaining Unit who participate in a cross-panel exchange shall be deemed to perform duties all or most of the time in the Secondary Panel. As a result, all terms and conditions of employment other than those specified in 5.17.05, including, but without limiting the generality of the foregoing, leaves, union dues, seniority, etc., as well as any grievance(s) in relation to these issues, shall be in accordance with the collective agreement applicable to the originating panel.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Definitions

- (a) A "grievance" 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 "Parties" shall be defined as the Bargaining Unit and the Board.
- (c) "Days" 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 Grievance Procedure— Individual, Group and Policy Grievances

In the case of a grievance by the Bargaining Unit on behalf of one of its members or a group of members, and all grievances by a Party, including a policy grievance, the Party making the grievance may take the following steps in sequence to resolve the matter.

Step 1

The Party making the grievance 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, to the Director (or designate), or President of the Bargaining Unit (or designate), as the case may be, who shall answer the grievance in writing within ten (10) days after receipt of the grievance. It is understood that a meeting will be held at Step 1, at the request of either party, in which case the Step 1 response will be provided within ten (10) 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 2

At the request of either Party, the Director or designate shall convene a meeting with up to three (3) members representing the Board and up to three (3) members representing the Bargaining Unit to discuss the grievance within ten (10) days of receipt of the Step 1 response. 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.

Step 3

If the reply of the President of the Bargaining Unit (or designate) or the Director (or designate), 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.

6.04 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.

6.05 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.

6.06 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.

6.07 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.

6.08 The decision of the Arbitrator or Board of Arbitration shall be binding upon the Parties.

6.09 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.

6.10 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.

6.11 Time restrictions may be extended if mutually agreed in writing.

6.12 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted with the written consent of the Parties.

6.13 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.

- 6.14 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.
- 6.15 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**.

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.
- 7.01.02 A member who achieves the requirements within a school year for placement in a higher category shall be placed at the appropriate grid rank retroactive to September 1 of the school year, provided that the supporting documentation is submitted to and received by the Director or designate at the earliest opportunity, but not later than May 31 of the same school year.
- 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

- 7.02.01 Members shall be paid their annual salary, by direct deposit, in accordance with the following schedule:
- (a) 1/26 on the first and fifteenth of each month, except as set out in (b) and (c) below;
 - (b) 2/26 on each of September 1 and December 15;
 - (c) the remaining 4/26 in a lump sum on the last day of the school year.
- 7.02.02 Members who work for the second semester only shall be paid their salary by direct deposit, in accordance with the following schedule:
- (a) 1/26 on the first and fifteenth of each month, commencing February 15 and ending June 15;
 - (b) the remaining 4/26 in a lump sum on the last day of the school year.
- 7.02.03 If any pay date is not a normal banking day, then the appropriate salary shall be paid on the last normal banking day preceding the dates stipulated in 7.02.01 and 7.02.02, except on January 1, when the pay date will be the first banking day in January. Effective September 1, 2009, members will be provided an e-pay statement with each direct deposit.
- 7.02.04 If, as a result of the application of any provision of this Collective Agreement, there is a reduction of a member's gross pay in a particular payroll in excess of ten percent (10%), the reduction in gross pay on that payroll shall be limited to ten percent (10%), with any additional reduction(s), also limited to ten percent (10%), to take place on subsequent payrolls, as necessary, and provided the necessary reduction is achieved within the school year. This clause shall not apply in the case of disciplinary matters or sick leave over-payments relating to Long Term Disability.

7.03 Salary Grids

7.03.01 Salaries shall be paid in accordance with the following:

(a) Effective September 1, 2008:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	42,208	44,048	45,645	48,066
1	44,749	46,825	48,029	50,671
2	47,291	49,602	50,546	53,424
3	49,832	52,380	53,205	56,339
4	52,373	55,157	56,010	59,422
5	54,915	57,932	58,974	62,682
6	57,456	60,709	62,101	66,131
7	59,999	63,486	65,402	69,779
8	62,540	66,264	68,887	73,639
9	65,390	69,041	72,568	77,721
10	67,945	71,817	76,454	82,041
11	70,164	74,594	80,553	86,608

(b) Effective September 1, 2009:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	43,474	45,369	47,014	49,508
1	46,091	48,230	49,470	52,191
2	48,710	51,090	52,062	55,027
3	51,327	53,951	54,801	58,029
4	53,944	56,812	57,690	61,205
5	56,562	59,670	60,743	64,562
6	59,180	62,530	63,964	68,115
7	61,799	65,391	67,364	71,872
8	64,416	68,252	70,954	75,848
9	67,352	71,112	74,745	80,053
10	69,983	73,972	78,748	84,502

(c) Effective September 1, 2010:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	44,778	46,730	48,424	50,993
1	47,474	49,677	50,954	53,757
2	50,171	52,623	53,624	56,678
3	52,867	55,570	56,445	59,770
4	55,562	58,516	59,421	63,041
5	58,259	61,460	62,565	66,499
6	60,955	64,406	65,883	70,158
7	63,653	67,353	69,385	74,028
8	66,348	70,300	73,083	78,123
9	69,373	73,245	76,987	82,455
10	72,082	76,191	81,110	87,037
11	74,437	79,137	85,459	91,882

(d) Effective September 1, 2011:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	46,121	48,132	49,877	52,523
1	48,898	51,167	52,483	55,370
2	51,676	54,202	55,233	58,378
3	54,453	57,237	58,138	61,563
4	57,229	60,271	61,204	64,932
5	60,007	63,304	64,442	68,494
6	62,784	66,338	67,859	72,263
7	65,563	69,374	71,467	76,249
8	68,338	72,409	75,275	80,467
9	71,454	75,442	79,297	84,929
10	74,244	78,477	83,543	89,648
11	76,670	81,511	88,023	94,638

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 Annually on September 1, each member shall be placed 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, up to the maximum number of years of the respective category of the member.

Note 1: 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.

Note 2: Provided that no teacher shall be entitled to accrue more than 1.0 years of teaching experience for grid purposes in any September 1 to August 31 period, credit course instruction in summer school and night school shall count as secondary teaching experience in accordance with the following:

(a) For purposes of recognition of summer and night school credit course instruction taught prior to September 1, 2000, one (1) full credit course shall be counted as 0.167 of a grid step and partial credit courses shall be awarded on a pro-rated portion of a grid step.

(b) Experience for summer and night school credit course teaching, taught after September 1, 2000, shall be granted the value assigned to teaching credit courses by the Collective Agreement.

(c) Note 2 is effective only for teachers hired after December 17, 1998.

7.03.04 Equivalent Teaching Experience

Equivalent teaching experience, as stipulated in paragraph 7.03.03, may be recognized for placement on the "Salary Grid" at the discretion of the Director or designate. Copies of documentation in support of a decision regarding equivalent experience credits for newly hired members shall be provided to the President of the Bargaining Unit.

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 Effective September 1, 2008, an allowance of \$1,056 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. The allowance paid shall be \$1,088 effective September 1, 2009, \$1,121

effective September 1, 2010, and \$1,155 effective September 1, 2011. Proof of achievement of such degree is required.

7.04.03 Effective September 1, 2008, an allowance of \$1,339 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. The allowance paid shall be \$1,379 effective September 1, 2009, \$1,420 effective September 1, 2010, and \$1,462 effective September 1, 2011. 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 as of the date the supporting paperwork is received by the Board.

7.05 Related Work Experience

7.05.01 For all members who commenced employment prior to September 1, 2000, any trade and related experience which was recognized at the time of hiring shall continue to be recognized in accordance with the provisions of the applicable prior collective agreement. 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, 2000, related experience recognized under this Article shall be granted if the following conditions are met:

- (a) the experience is directly related to the subject discipline in which the member is qualified;
- (b) the experience is in excess of that which is required for admission to a Faculty of Education;
- (c) the member has submitted the required documentation 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.

Note: The determination of eligible related experience under 7.05.02 is subject to a one-time opportunity for review, with Federation assistance. After such review, or after six (6) months, whichever is sooner, the determination of related experience will not be renegotiated at any time nor for any reason.

7.05.03 Teachers shall receive credits under 7.05.02 for related work experience, year for year, to a maximum of six (6) grid steps.

7.05.04 Copies of documentation in support of a decision regarding related experience for a newly hired member shall be forwarded to the President of the Bargaining Unit.

7.06 E.I. Rebate

The members' share of the E.I. premium reduction rebates will be retained by the Board and used to pay a portion of the Federation cost of Federation Release.

7.07 Annual Statement

The Employer shall advise each member by September 30th of each year electronically of the following: salary grid placement, Equivalent and Related teaching experience, Graduate or Extra Degree allowance, and Position of Responsibility allowance.

ARTICLE 8 - POSITIONS OF RESPONSIBILITY

8.01 If a member of the Bargaining Unit is appointed to the position of Co-ordinator, the annual allowance to be paid shall be \$12,622 effective September 1, 2008, \$13,000 effective September 1, 2009, \$13,390 effective September 1, 2010, and \$13,792 effective September 1, 2011. This is in addition to grid salary.

- 8.02 A member of the Bargaining Unit who is appointed to a position of Consultant shall be paid an annual allowance of \$4,947 effective September 1, 2008, \$5,095 effective September 1, 2009, \$5,248 effective September 1, 2010, and \$5,405 effective September 1, 2011. This is in addition to grid salary.
- 8.03 For the purposes of this Article, and this Collective Agreement generally, members of the Bargaining Unit who are incumbent Co-ordinators or Consultants, as well as Bargaining Unit members who are subsequently appointed to these positions, shall be deemed to perform duties "all or most of the time" 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 \$6,500 effective September 1, 2008 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 "In-School Administration" component of the Foundation Grant.
- 8.04.05 Effective August 31, 2009 all Administrative Head positions shall terminate, and clauses 8.04.01 through 8.04.04 shall become null and void.
- 8.05 Adult Education and Training Centre Head
- 8.05.01 Effective September 1, 2009 a member may be appointed as an Adult Education and Training Centre Head to perform the duties of a Principal or Vice-principal, not to include discipline or evaluation of a Bargaining Unit member.
- 8.05.02 A member who is appointed to the position of Adult Education and Training Centre Head shall be appointed for a term of four (4) years. Such appointment shall be made in accordance with Article 5.12.
- 8.05.03 A member of the Bargaining Unit who is appointed to a position of Adult Education and Training Centre Head shall be paid an annual allowance of \$6,695 effective September 1, 2009, \$6,896 effective September 1, 2010, and \$7,103 effective September 1, 2011 (pro-rated for part year assignments). This is in addition to grid salary.
- 8.06 _____ital Positions of Responsibility V_____ Schools
- 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. It is understood that a member may reapply for the position.

8.06.05 (a) A member appointed under sub-section 8.06.02 shall be paid an annual allowance, in accordance with the chart below. The allowance shall be paid based upon the number of sections in the department, as referenced in 8.08, on May 31 of the previous year. The allowance shall be paid in addition to grid salary.

	Sections	Effective Sept. 1/08	Effective Sept. 1/09	Effective Sept. 1/10	Effective Sept. 1/11
Level 1	1 – 12	\$1,288	\$1,327	\$1,367	\$1,408
Level 2	13 – 24	\$1,803	\$1,857	\$1,913	\$1,970
Level 3	25 – 36	\$2,833	\$2,918	\$3,006	\$3,096
Level 4	37+	\$4,429	\$4,562	\$4,699	\$4,840
Special Education	N/A	\$4,429	\$4,562	\$4,699	\$4,840
School Improvement	N/A	\$1,030	\$1,061	\$1,093	\$1,126

(b) Departments with forty-nine (49) or more sections will be eligible for an Assistant Department Head, and the annual responsibility allowance will be \$1,030.00 effective September 1, 2008, \$1,061 effective September 1, 2009, \$1,093 effective September 1, 2010, and \$1,126 effective September 1, 2011.

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 or Acting Assistant 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 or Acting Assistant 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 or Acting Assistant 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 or Acting Assistant 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 or Acting Assistant 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 or Acting Assistant Department Head.

8.06.08 The School improvement Head, under the terms of this agreement, is a teacher who has been appointed by the Employer to a position responsible for activities relating to a special initiative at a particular school. These positions will be one (1) year renewable appointments at the discretion of the Employer.

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;
- (9) 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 the following subject areas:

Gravenhurst High School:

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
 School Improvement
 Science
 Student Services (Special Education, Guidance, Library and Co-op Education)

Bracebridge and Muskoka Lakes Secondary School, Fenelon Falls Secondary School, Lindsay Collegiate and Vocational Institute, and Haliburton Highlands Secondary School:

Arts (Drama, Media, Music, Visual Arts)
 Business Studies 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
 School Improvement
 Science
 Special Education
 Student Services (Co-op Education, Guidance and Library)

I.E. Weldon Secondary School and Huntsville High School:

Arts (Media, Visual Arts)
 Business Studies and Technological 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)

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.

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

9.01 The Employer shall contribute to the Bargaining Unit the following amounts in respect of insured benefits:

- (a) For the period September 2008 to August 31 2009: \$3,215 per Full Time Equivalent teacher.
- (b) For the period September 2009 to August 31 2010: \$3,311 per Full Time Equivalent teacher.
- (c) For the period September 2010 to August 31 2011: \$3,567 per Full Time Equivalent teacher.
- (d) For the period September 2011 to August 31 2012: \$3,674 per Full Time Equivalent teacher.

9.02 The number of Full Time Equivalent (FTE) teachers shall be determined to be the sum of the number of FTE teaching positions in the secondary panel, as outlined below:

- (a) the number of secondary FTE teaching positions in secondary schools (excluding Continuing Education teachers) filled by a permanent or probationary teacher;
- (b) the number of secondary FTE teaching positions in the Section 23 programs filled by a permanent or probationary teacher;
- (c) the number of secondary FTE teachers on federation leave;
- (d) the number of secondary FTE teaching positions centrally assigned by the Employer and filled by a permanent or probationary teacher; and
- (e) the number of secondary FTE teachers on statutory leave

9.03 The number of Full Time Equivalent (FTE) teachers shall be established as of September 1 of each year for the first semester, or equivalent, and as of February 1 of each year for the second semester, or equivalent. Teaching positions added to the staffing component after September 1 shall be included in the calculation of the number of FTE teachers and shall be pro-rated for the purpose of the calculation in 9.02. Any decline in the number of teaching positions after September 1 shall be included in the calculation of the number of FTE teachers and shall be pro-rated for the purpose of the calculation in 9.02.

9.04 Effective September 1, 2008 and on the first of each month excluding July and August (or the last banking day preceding the first of each month), by direct deposit one-tenth (1/10) of the money specified in 9.01 shall be remitted to the Bargaining Unit.

9.05 The Employer is not the policyholder of the insured benefits provided by the Bargaining Unit.

- 9.06 The Bargaining Unit shall be the policyholder of all benefits, excluding statutory benefits. The Bargaining Unit shall determine the terms and conditions of the plan, and shall inform the Employer as to the terms and conditions of the plan and of any amendments to the Plan.
- 9.07 The Employer shall be responsible for providing a benefit enrolment package to new permanent/probationary teachers. The onus is upon the employee to forward the completed enrolment package to the bargaining unit, unless the forms are completed during a documentation meeting, in which case the employer shall forward the completed package to the Bargaining Unit on the employee's behalf. A documentation meeting may not be conducted for each and every hire. The employer shall provide the Employee Number, to the Bargaining Unit on a daily basis as processed, and which then shall be forwarded to the Carrier(s) by the Bargaining Unit. The Employer will be responsible for notifying the Bargaining Unit on a daily basis, in writing, of any changes in status, salary, address, phone number, contractual entitlement and/or allowances, as well as resignations, retirements, appointments, leaves, secondments, exchanges, and/or transfers.
- 9.08 Where required by the benefit Carrier(s), participation in the benefit plans shall be a condition of employment, subject to the terms and conditions of those plans.
- 9.09 A Member on Long Term Disability shall be entitled to participate in the insured benefit plan at no cost to the Board. A Member on LTD shall not be included in the calculation of FTE as set out in 9.02 above.
- 9.10 The waiting period for LTD shall not exceed ninety (90) days.
- 9.11 Sick leave is not available to augment long term disability.
- 9.12 The Ontario Secondary School Teachers' Federation and the Bargaining Unit shall indemnify and hold harmless the Employer from any claims, suits, attachments and any form of liability for all matters of the day-to-day administration of the benefit plan other than those responsibilities identified in 9.07 above.

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. A member who commences 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 electronically by September 30 of each year of the member's total sick leave accumulation.
- 10.04 Sick leave entitlements under this Article may be used for illness or injury, as well as for dental or medical appointments.
- 10.05 Medical Documentation
- 10.05.01 If an absence due to illness/injury extends beyond three (3) consecutive work days, a member shall provide a medical certificate from a duly qualified medical or dental practitioner, if requested.
- 10.05.02 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.

- 10.05.03 Where there is an on-going absence due to illness/injury, the Director (or designate) may require the member to provide medical documentation from a duly qualified medical or dental practitioner. The practitioner's note certifying that the employee has been in his/her care shall indicate:
- a) that the member is able to return to work on a full-time basis without restrictions, or
 - b) that the member is able to return to work, with the nature and duration of any work restrictions described, or
 - c) that the member is unable to return to work, and where possible, the date of the review of his/her patient's status.

The Employer shall reimburse the member for the cost of the medical documentation.

- 10.05.04 All medical documentation referenced above shall be stored in a secure location and in a completely confidential manner. Employer access to the medical file shall be limited to the Human Resources Administrator and the Attendance and Disability Management Officer.
- 10.05.05 Except as required by law, information from a member's medical file shall be released only after the member has provided written consent.

- 10.06 For any newly-hired member, 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.
- 10.07 Deductions from a Member's accumulated sick leave for absences of less than a full day shall be pro-rated to the nearest half day.
- 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 "continuous service". "Immediate payment of a pension" under this paragraph means the retiring member will be eligible to receive 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 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 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.
- 11.04 Six (6) months notice of retirement will be given except in the case of illness or unexpected circumstances.
- 11.05 If a member dies while in the employ of the Board, a retirement gratuity will be paid to the member's designated beneficiary (as specified in the member's group life enrollment form) under the same terms and conditions as if the member had retired in a normal manner.
- 11.06 Payment will be made:
- (a) in a bulk payment to the designated beneficiary of the deceased member (as specified in the member's group life enrollment form) within three (3) months of the death of the member; or
 - (b) in a bulk payment at the discretion of the member at any time between three (3) and twelve (12) months from the effective date of retirement, where the notice in paragraph 11.04 has been provided; or
 - (c) in a bulk payment at the discretion of the member at any time between six (6) and twelve (12) months from the effective date of retirement, where the notice in paragraph 11.04 has not been provided.

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 thirty-five (35) weeks (or as otherwise provided in the *Employment Standards Act*), or thirty-seven (37) weeks if the member did not take a pregnancy leave. 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 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) Pregnancy Leave

For pregnancy leave only, the Board will pay a Supplementary Unemployment Benefit (S.U.B.) for members eligible for E.I. The top-up will provide for one hundred percent (100%) of the member's regular salary for the two (2) week waiting period, and the difference between what an employee received from their weekly E.I. rate and their regular weekly wage (which shall be calculated as 5/194 of the member's annual salary) for a maximum of a further six (6) week period. To receive pay, the member must provide the Board with verification of the approved E.I. claim, indicating the amount of E.I. paid to the member. An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the member taking their leave. On receipt of this information, the Board will process a lump sum payment for the top-up of benefits owing to the member. The payment of top-up benefits from the Board will be payable to the member only for those days during the two (2) week waiting period and the six (6) week top-up period which fall on regular school days (maximum forty (40) days).

If not eligible for E.I., the member will be entitled to regular compensation from their sick leave bank, if requested, for a maximum of thirty (30) work days (or as otherwise determined by medical evidence).

(b) Parental Leave

A member granted 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:

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

The supplementary benefit plan shall be subject to approval by E.I.C.

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.

12.01.08 Nothing in this Article precludes a member from entitlement to sick leave pay under Article 10.

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 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. While on Extended Pregnancy/Parental Leave, sick leave credits shall be retained but shall not accumulate.

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 12.0'1 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 bereavement leave with pay and without deduction from sick leave, as follows:

- (a) up to five (5) days in the case of the death of a spouse, child or parent;
- (b) up to three (3) days in the case of the death of a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild;
- (c) one (1) day in the case of the death of an aunt or uncle; in the case of a close personal friend, one (1) day shall be granted to attend the funeral.

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 Personal/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 three (3) days per school year, subject to approval of the Principal. A member shall submit a Personal/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. The annual Personal/Compassionate Leave entitlement shall be pro-rated for part-time members.

12.05.02 The Employer shall grant Personal/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 appointments.
- (i) Municipal business.
- (j) For the observance of Holy Days for a religion which is recognized in the *Marriage Act* as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies."
- (k) Acting as a pallbearer at a funeral for which the member is not eligible for a Bereavement Leave under 12.04.01.

12.05.03 The Employer may grant personal/compassionate leave, with pay, for reasons other than those provided for in 12.05.02, subject to the conditions contained in 12.05.01.

12.05.04 Absences arising from 12.05.02 and 12.05.03 are not chargeable against sick leave credits.

12.05.05 The Employer may grant personal/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 or recommended by the Medical Officer of Health or designate.

12.07 Jury or Witness Duty

12.07.01 A member 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 the Monday following March Break 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.

12.08.03 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.

- 12.08.04 A member on a special leave of absence shall be entitled to participate, at the member's own expense, in the insured benefit plan. 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 (a) Application shall be made, in writing, to the Director or designate on or before the Monday after the March Break, with a copy to the Bargaining Unit President and the Principal.
- (b) 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.
- 12.09.04 The salary and any accrued interest shall be paid to the member in the manner specified by the member in the Self-Funded Leave agreement governing the leave plan of that member. The member may choose to receive the funds according to the regular payroll schedule, 50% of the funds at the start of the leave and the balance of the funds at the half-way point of the leave, or to receive one hundred percent (100%) of the funds at the start of the leave.
- 12.09.05 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.
- 12.09.06 While on self-funded leave:
- (a) the member is entitled to participate, at the member's own expense, in the insured benefit plan;
- (b) Teachers' Pension Plan deductions shall be continued in accordance with the regulations established by the *Teachers' Pension Act*;
- (c) sick leave credits shall be retained but shall not accumulate.
- 12.09.07 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.
- 12.09.08 (a) If a member dies, the Employer shall pay, within sixty (60) days, to the member's beneficiary (as specified in the member's group life enrollment form) the amount of salary withheld up to that time along with any accrued interest.
- (b) If a member resigns from the Board, is redundant under Article 19, or decides to withdraw from the plan, the Employer shall pay, within sixty (60) days, to the member the amount of salary withheld up to that time along with any accrued interest.
- 12.09.09 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 12.09.05.

- 12.09.10 These self-funded leave provisions are subject to Revenue Canada requirements.
- 12.09.11 A member who is approved for self-funded leave on or after January 1, 2002 and subsequently withdraws, shall be subject to a two-hundred dollar (\$200.00) administrative fee. This fee may be waived by the Human Resources Administrator if there are extenuating circumstances which cause the member to withdraw from the plan.
- 12.10 Federation Release Time
- 12.10.01 Effective September 1, 2008, 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 at the salary rate of Category 3, step 0, of the salary grid and any allowances as directed by the Federation for the first two (2) leaves, and full grid salary, any allowances as directed by the Federation, insured and statutory benefits for the third FTE leave (if exercised).
- 12.10.02 The Federation Officers shall be paid as full-time teachers, including any allowances as directed by the Federation. Federation Officers are 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 Family Medical Leave

An employee shall be eligible for Family Medical Leave, in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

12.12 General

- 12.12.01 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.
- 12.12.02 With the exception of grid experience recognized in accordance with paragraph 7.03.04 (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

- 13.01 Generation of FTE (Full-Time Equivalent) Staff
(excluding all programs in the School of Alternate Education)
- 13.01.01 For the 2008-2009 school year, the minimum number of full-time equivalent (FTE) teachers shall be 409.33. This number shall be adjusted in accordance with changes in the projected ADE (Average Daily Enrollment), program requirements and the Ministry's Student Success

Initiative. Staffing in the schools for future years will take place according to the staffing documents shared during the bargaining process.

- 13.01.02 The number of sections for the guidance program shall be equal to the Board's projected ADE divided by **61**. It is understood that these numbers may be rounded up or down to provide for the nearest number of workable sections.
- 13.01.03 The number of sections for teacher librarians shall be eight (8) at each school, with the exception of Gravenhurst High School, where it shall be four (4). APAs as described in paragraph 13.02.02 shall be used to support the Gravenhurst High School library.
- 13.01.04 There shall be at least one **(1)** FTE Special Education teacher at each school.
- 13.01.05 The number of sections in the self-contained Special Education non-credit program shall be based on the number of students who take all or part of their daily program in a non-credit program in accordance with availability of Special Education funding and Ministry regulations.
- 13.01.06 Effective September 1, 2009 the number of sections for Student Success shall not be less than eight (8) at each school.
- 13.01.07 A secondary school's ADE in "Dual Credit" courses shall be included in the calculation of the number of teaching positions required in the Board pursuant to this collective agreement and/or any class-size regulation.

13.02 Working Conditions

- 13.02.01 Each full-time teacher will be assigned core responsibility for six (6) teaching periods. No teacher shall be assigned more than three (3) seventy-five (75) minute periods per semester.
- 13.02.02 In addition to the six **(6)** teaching periods per school year, all full-time teachers will be assigned Additional Professional Assignments (APAs) comprised of on-calls/supervision (including computer site administration), student mentorship and/or teacher mentorship to maximize the expertise of teachers in support of student learning. All full-time teachers, except those identified in paragraphs 13.02.03 and 13.02.04 may be assigned up to the following number of half period on-call/supervisions based on seventy-five (75) minute periods or equivalent:
 - (a) 2008/2009 sixty-one (61) APAs with up to a maximum of thirty (30) on-calls
 - (b) 2009/2010 fifty-three (53) APAs with up to a maximum of thirty (30) on-calls
 - (c) 2010/2011 fifty-three (53) APAs with up to a maximum of thirty (30) on-calls
 - (d) 2011/2012 fiftythree (53) APAs with up to a maximum of thirty (30) on-calls
- 13.02.03 School of Alternate Education teachers and Co-operative Education teachers may be assigned up to the maxima APAs comprised of student mentoring.
- 13.02.04 Effective September 1, 2008, Department Heads will be assigned the following APAs comprised of teacher mentoring:
 - (a) Level One Heads: four (4) half periods
 - (b) Level Two Heads: eight (8) half periods
 - (c) Level Three Heads: twelve (12) half periods
 - (d) Level Four Heads: sixteen **(16)** half periods

Effective September 1, 2009, Department Heads will be assigned the following APAs comprised of teacher mentoring:

- (a) Level One Heads: ten (10) half periods
- (b) Level Two Heads: ten (10) half periods
- (c) Level Three Heads: twenty (20) half periods
- (d) Level Four Heads: twenty (20) half periods

13.02.05 Effective September 1, 2008, Department Heads may be assigned up to the following maxima APAs comprised of on-calls/supervision and/or student mentoring:

- (a) Level One Heads: fifty-seven (57) half periods
- (b) Level Two Heads: fifty-three (53) half periods
- (c) Level Three Heads: forty-nine (49) half periods
- (d) Level Four Heads: forty-five (45) half periods

Effective September 1, 2009, Department Heads may be assigned up to the following maxima APAs comprised of on-calls/supervision and/or student mentoring:

- (a) Level One Heads: forty-three (43) half periods
- (b) Level Two Heads: forty-three (43) half periods
- (c) Level Three Heads: thirty-three (33) half periods
- (d) Level Four Heads: thirty-three (33) half periods

13.02.06 APAs and on-calls shall be equitably distributed among all teachers and pro-rated for part-time teachers.

13.02.07 A part-time teacher shall have his/her teaching assignment duties timetabled consecutively. A part-time teacher shall have his/her APA duties timetabled consecutively with his/her teaching assignment duties.

13.02.08 Unassigned time shall be available for preparation or marking.

13.02.09 Records of each teacher's workload assignments will be kept and will be reviewed as required by the Joint Staffing Committee.

13.02.10 Except in accordance with Article 21 (Acting Administrative Positions), paragraph 8.04 (Administrative Heads), and paragraph 8.05 (Adult Education & Training Centre Heads), teachers shall not normally be assigned duties performed by management.

13.02.11 Each teacher shall be entitled, during the scheduled work day, to not less than forty (40) consecutive minutes for lunch free from assigned duties. The lunch period for the teacher may be scheduled outside of the lunch period for students, but not more than forty (40) minutes before or forty (40) minutes after.

13.02.12 When making assignments to a member, the Board shall continue to make every reasonable effort to limit the number of different course preparations, multi-grade/multi-level classes, and the number of half-credit assignments.

13.02.13 No teacher shall be assigned duties over a continuous interval exceeding one hundred and ninety (190) minutes (excluding travel time and/or breaks between periods).

13.02.14 Teachers who may be required to perform assigned duties within the five (5) day period before or after the defined school year in Article 15 (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. Teachers who agree with a request from the Employer to work outside of the school year (other than as specified above) shall also receive compensating days off, as specified above.

13.02.15 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.

13.02.16 Instructional and related duties assigned to administrators form part of the teacher FTE.

13.03 Class Size

- 13.03.01 (a) The Board and the Bargaining Unit agree that the following flexible maximum class sizes are desirable to promote a positive learning environment:

Class Size Maximum Guidelines (excluding all Alternative Education Programs)	
Category	Effective September 1, 2008
Academic	30
Applied	24
Open (include Computer, & Information Technology)	28
Broad-based Technology (except Computer, & Information Technology)	22
Learning Strategies	16
University	32
University/College	32
College	29
Workplace	20
Essential	17
Baccalaureate	32

- (b) Effective September 1, 2009, class size maximums (excluding the School of Alternate Education) shall be as follows:

Category	Effective September 1, 2009
Academic	29
Applied	22
Open (include Computer, Communication & Information Technology)	26
Broad-based Technology (except Computer, Communication & Information Technology)	21
Learning Strategies	15
University	31
University/College	31
College	27
Workplace	17
Essential/Locally-developed	16
Baccalaureate	31
Co-operative Education (A FTE teacher in Co-operative Education may be assigned 66 students in total, subject to 13.03.02. Each of these 66 students may be taking 1 credit, 2 credit, 3 credit or a 4 credit program.)	22

- 13.03.02 In 2008-2009, where the desirable limits above cannot be met, individual class sizes may be exceeded by a maximum of one (1).

Effective September 1, 2009, no teacher's total number of students in the semester shall exceed the sum of the applicable maxima plus three (3) students, and no individual class shall exceed the maxima by more than two (2) students.

- 13.03.03 The desirable maxima of a multi-level class shall be the lowest class size maxima of the combined levels (except for Co-operative Education).

- 13.03.04 Class size maximums as outlined above will be implemented by October 15 for first semester and by March 15 for second semester assignments.

- 13.04 For the 2008-2009 school year, the number of FTE teachers at the School of Alternate Education is 41.833 and is in addition to what is specified in 13.01.01. In future years, this number shall be adjusted in accordance with changes in the ADE, Ministry funding, and program need as determined by the Board.

ARTICLE 14 - STAFFING COMMITTEES

14.01 Joint Staffing Committee

- 14.01.01 A Joint Staffing Committee shall be established and maintained from year to year to review the staffing requirements of the secondary system.
- 14.01.02 The Joint Staffing Committee shall be comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Bargaining Unit.
- 14.01.03 The Joint Staffing Committee shall examine prior to April 30, the total complement of secondary system teaching personnel needed for the following school year based on pupil projection numbers, course selection data, Article 13 - Staffing and Workload, Article 19 – Transfer, Surplus, Redundancy and Recall, and any other parameters as established by the Joint Staffing Committee.
- 14.01.04 The Joint Staffing 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.
- 14.01.05 The Joint Staffing Committee shall perform the following functions:
- review annually the staffing spreadsheet used to generate allocations
 - ensure that all desirable class size maxima have been achieved in accordance with the timelines in paragraph 13.03.04
 - review, monitor and make recommendations regarding working conditions of teachers
 - review and monitor the application of transfer, surplus, redundancy and recall procedures
- 14.01.06 The Joint Staffing Committee shall be provided with:
- the Human Resources Staffing Report for Secondary Teachers
 - teacher timetables and supervision schedules
 - school timetables
 - section allocations by department
 - a semester summary of each member's worked on-calls and supervisions

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 In-School Staffing Committee in each school shall identify any discrepancies between actual class sizes and the provisions of paragraph 13.03. The In-School Staffing Committee shall submit a report to the Joint Staffing Committee on September 30, October 30, February 28, and March 30.
- 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 adjustment to the system complement and/or individual school complement will be discussed fully with the Joint Staffing Committee and shall **be** accomplished through postings, attrition or leaves.

ARTICLE 15 - SCHOOL YEAR

- 15.01 The school year shall be the minimum required under the *Education Act* and Regulations.
- 15.02 Where the school year begins prior to September 1st the first day of the school year shall be deemed to be September 1st for the purposes of administrating this collective agreement.

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 "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, distance education 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 effective as follows:

	Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11
Summer School (per hour)	\$37.72	\$38.85	\$40.02	\$41.22
Night School - start (per hour)	\$37.72	\$38.85	\$40.02	\$41.22
with 4 credits taught (per hour)	41.27	42.51	43.79	45.10
Distance Education (per hour)	\$37.72	\$38.85	\$40.02	\$41.22
Correspondence: (per lesson marked)				
basic	\$8.89	\$9.16	\$9.43	\$9.71
intermediate	12.49	12.86	13.25	13.65
senior	13.76	14.17	14.60	15.04
Counsellors (per hour)	\$37.72	\$38.85	\$40.02	\$41.22
Teachers of Home Study (per hour)	\$37.72	\$38.85	\$40.02	\$41.22

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, "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.

- 18.02.03 For the purposes of the seniority provisions set out in Articles 18.02 to 18.02.02 above, "first day worked", 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 Bargaining Unit Members After April 16, 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 transfer", 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 teacher" 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 teacher" 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 A "recall list" is a list of Bargaining Unit members, by seniority, who have been declared redundant as set out in Article 19.04 Declaration of Redundancy, or a member who refuses placement as outlined in Article 19.06 Assignment of Surplus Members, or a teacher who has been placed in another school or worksite as a result of the surplus procedure in 19.06 Assignment of Surplus Members.
- 19.01.07 "Region" shall be defined as the secondary schools and worksites in:
 (a) the City of Kawartha Lakes; or
 (b) Muskoka; or
 (c) for those members assigned to schools or worksites in Haliburton, a family of schools and worksites in Haliburton, Fenelon Falls and Bracebridge.
- The School of Alternate Education includes all programs that may run under the auspices of the Adult Education & Training Centres, the Virtual Learning Centre, and Section 23. This School may consist of multiple worksites in each Region.
- 19.01.08 "Qualifications" shall mean the qualifications on a teacher's certificate of qualifications, and mutual consent provisions according to the Regulations.
- 19.01.09 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 Administrative Transfer
- 19.02.01 No administrative transfer of a member shall be to a school or worksite more than eighty (80) kilometres from the teacher's original school or worksite. In this regard, it is understood and agreed that administrative transfers between secondary schools and worksites in Haliburton and Fenelon Falls or Haliburton and Bracebridge are within this distance.
- 19.02.02 It is also agreed that no administrative transfer may occur within the last two (2) years prior to a member's eligibility for an unreduced pension (**85** Factor).
- 19.03 Voluntary Transfer
- 19.03.01 Bargaining Unit members who wish to be considered for voluntary transfer to another secondary school shall inform the designated Superintendent, in writing with a copy to the Bargaining Unit President, by no later than the Monday following the March Break of the school year immediately prior to the school year for which the voluntary transfer is to be effective.
- 19.03.02 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.
- 19.04 Declaration of Redundancy
- 19.04.01 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.

- 19.04.02 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.
- 19.04.03 When redundancy exists, the Employer shall notify, in writing by no later than April 30 the member(s) whose employment may be terminated because of redundancy.
- 19.05 Surplus to School Declaration
- 19.05.01 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.
- 19.05.02 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.
- 19.05.03 Each principal shall, by May 1, 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.
- 19.05.04 The Superintendent of Secondary Operations shall, in consultation with the principals, identify and notify in writing by May 1 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.
- 19.05.05 Teachers identified in 19.05.04 shall be provided with the following information:
- (a) a list identifying all worksites where staff complement vacancies or available leaves may exist;
 - (b) a Location Preference Form to complete and return to the Superintendent of Secondary Operations by no later than five (5) working days following notification under 19.05.04.
- 19.06 Assignment of Surplus Members
- 19.06.01 A member declared surplus to school 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, as set out in 19.06.03 through 19.06.06 no later than May 31. 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.
- 19.06.02 A member may elect to refuse a re-assignment, in which case the member shall be declared redundant and placed on the recall list.
- 19.06.03 A member declared surplus to school shall be offered, by seniority, an assignment in the member's current school, if available, that has been vacated due to either a full semester leave(s) or a full school year leave (not including statutory leaves) granted by the Board for the following school year, provided that the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment.

- 19.06.04 A member declared surplus to school who has three (3) or more years of seniority shall be offered an assignment in the member's current school, if available, that has been vacated due to either a full semester statutory leave(s) or a full school year statutory leave, provided that the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment. In the event the member on statutory leave returns early, then the member who had been declared surplus:
- (a) shall remain at the school, but shall be assigned on a daily basis to up to four (4) on-calls for absent teachers and/or assigned to other duties as required;
 - (b) in the event a subsequent Board-approved vacancy becomes available at the school, and for which the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment, the surplus member may be assigned to such vacancy.
- 19.06.05 If there are no leaves available at the member's current school, as set out in either 19.06.03 or 19.06.04, then the member declared surplus to school shall be offered, by seniority, an assignment within their region that has been vacated due to either a full semester leave(s) or a full school year leave (not including statutory leaves) granted by the Board for the following school year, provided that the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment.
- 19.06.06 A member declared surplus to school who has not accepted an assignment as described in 19.06.03, 19.06.04 or 19.06.05 shall be placed in a staff complement vacancy or a vacancy arising from a declaration of redundancy, in accordance with 19.06.01 and the member's Location Preference Form completed according to 19.05.05.
- 19.06.07 Members who were on part-time assignment shall not be offered greater than their entitlement at the time they were declared surplus, however, it is understood that they are entitled to the equivalent portion of any assignment that becomes available to them under clauses 19.06.03, 19.06.04, 19.06.05 or 19.06.06.
- 19.06.08 Where any member is transferred to any other secondary school for reasons related to the surplus to school procedures in clause 19.06, such member shall have the right to return to any staff complement vacancy in the originating school for which the member is qualified or has evidence of successful teaching. Where there is more than one member with the right to return and who qualifies for a staff complement 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;
 - as mutually agreed by the parties.
- 19.06.09 Where any member is transferred to any other secondary school more than eighty (80) kilometres from the member's originating school for reasons related to the surplus to school procedures in clause 19.06, such member shall have the right to return to any staff complement vacancy in a school within eighty (80) kilometres of the member's originating school for which the member is qualified or has evidence of successful teaching, as long as there is no member exercising their right to return under clause 19.06.08.
- Where there is more than one (1) member with the right to return, and who qualifies for a staff complement vacancy in a school within eighty (80) kilometres of the member's original 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:
- (a) at the end of the first semester in the new assignment;
 - (b) at the beginning of the subsequent school year.

19.07 Recall

- 19.07.01 The Employer shall establish and maintain a recall list in accordance with 19.01.06.
- 19.07.02 Bargaining Unit members on the recall list as per 19.01.06 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.
- 19.07.03 Bargaining Unit members who are eligible for recall shall file with the Employer their most recent address and telephone number, and email address if available, 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).
- 19.07.04 When a position becomes available, the Employer shall endeavour to contact the member being recalled by telephone, and email address if available, 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.
- 19.07.05 A Bargaining Unit member on the recall list shall retain such status for a maximum period of two (2) years, subject to 19.07.06.
- 19.07.06 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 19.05.05), 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 19.02.01 shall not be considered a "refusal" 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 19.07.03 shall not be considered a "refusal" within the meaning of this paragraph.
- 19.07.07 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.
- 19.07.08 Available staff complement vacancies shall be offered to qualified members on the recall list prior to any external posting.
- 19.07.09 A Bargaining Unit member on the recall list who previously had a full-time assignment and accepts a recall into a part-time assignment shall retain the right of recall to a full-time assignment, subject to clauses 19.07.05 and 19.07.06.
- 19.07.10 A Bargaining Unit member who is recalled shall retain their seniority as if there had been no interruption of service.
- 19.08 Assignment, Redundancy and Surplus
for Members of the School of Alternate Education
- 19.08.01 Members in the School of Alternate Education may be reassigned to other worksites within each Region.
- 19.08.02 Members may be reassigned to another Region by mutual agreement in the same manner as outlined in 19.03.01.

- 19.08.03 Declaration of redundancy shall be in accordance with paragraph 19.04.
- 19.08.04 Surplus to school declaration shall be in accordance with paragraph 19.05, and shall be made by Region for the School of Alternate Education.
- 19.08.05 Assignment of surplus members shall be in accordance with paragraph 19.06.
- 19.08.06 Recall shall be in accordance with paragraph 19.07.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT PLAN

- 20.01 The Employer will provide \$30,000 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. The President of the Bargaining Unit will provide the Director, on an annual basis, not later than September 15th, with a detailed report on the disposition of these funds for the previous school year.

One half of the teacher absence from duties in relation to Professional Development Activities supported by Article 20 of the Agreement shall be attributed to the Professional Development Plan at the daily rate under the Collective Agreement between the Board and the Secondary Occasional Teachers of Trillium Lakelands District 15.

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 who is absent for an entire 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 – HEALTH & SAFETY

22.01 Health & Safety

The parties hereto recognize their responsibilities under the *Occupational Health & Safety Act*, and hereby acknowledge that the role, responsibilities and obligations of the Joint Health and Safety Committee shall be as defined in its Terms of Reference.

ARTICLE 23 – OCCASIONAL TEACHERS

23.01 Definitions

- 23.01.01 "Short Term Occasional Teacher" shall mean an Occasional Teacher whose employment is for a casual period that is on a day-to-day basis until no longer required or until "Long Term Occasional Teacher" status is attained.
- 23.01.02 "Long Term Occasional Teacher" shall mean an Occasional Teacher qualified under the *Education Act* and Regulations to teach as a substitute for a permanent, probationary or temporary Teacher:
- (a) who has died during the school year, in which case the substitute employment shall not extend past the end of the school year in which the death has occurred, or
 - (b) who is absent from duties for a temporary period, in which case the substitute employment shall not extend past the end of the second school year after the absence begins.
- 23.01.03 "Federation" means the Ontario Secondary School Teachers' Federation. "Union", "OSSTF" and "Bargaining Agent" shall have an identical meaning.
- 23.01.04 "Board" means the Trillium Lakelands District School Board (TLDSB), as well as its predecessor Boards, namely The Muskoka Board of Education, The Haliburton County Board of Education, and The Victoria County Board of Education. "Employer" shall have an identical meaning.
- 23.01.05 "Parties" means the OSSTF and the TLDSB.
- 23.01.06 "Lockout" and "Strike" means lockout and strike as defined by the *Labour Relations Act*, as amended from time-to-time.

23.01.07 "*Labour Relations Act*" means the *Ontario Labour Relations Act*.

23.02 Application of Article 23

23.02.01 This Article 23 shall apply to Short Term Occasional Teachers and Long Term Occasional Teachers, as defined above.

23.02.02 This Article 23 and the following provisions of the collective agreement shall be the only provisions which apply to Occasional Teachers:

- Article 1 – Purpose
- Article 2 – Recognition
- Article 3 – Duration and Renewal
- Article 4 – Federation Fees
- Paragraph 5.07 – Use of Board Premises
- Paragraph 5.09 – Employee Files
- Paragraph 5.15 – Joint Labour Management Committee
- Article 6 – Grievance Procedure
- Article 15 – School Year
- Article 16 – Medical Procedures
- Letter of Understanding re: Criminal Record Checks

23.03 Rights and Responsibilities

23.03.01 Just Cause

No employee who has successfully completed the probationary period shall be dismissed, demoted or disciplined without just cause. A probationary employee may be dismissed at the sole discretion of the Board, subject to the principles of procedural fairness.

23.03.02 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, or participates in the activities of the Ontario Secondary School Teachers' Federation or any Committee, Branch or District thereof.

23.03.03 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.

23.03.04 Probationary Period

Each newly-hired employee in the Bargaining Unit shall serve a probationary period of *forty (40)* school days.

23.03.05 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.

23.03.06 Statistics

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 three (3) weeks of the request being made.

23.03.07 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 which have a direct impact upon Bargaining Unit members in relation to the following: harassment, teacher evaluation, discipline, demotion or dismissal of teachers, employee assistance programs, student records management, special education, instructional time guidelines, safe schools, emergency preparedness, and reporting procedures related to child protection legislation. These provisions shall not apply if an authorized representative of Trillium Lakelands OSSTF participates in the development of a Board Policy or Administrative Procedure.

All Board policies and administrative procedures are available to the system through the Employer's e-mail. Any changes, additions or deletions to Board Policies and/or Administrative Procedures shall be sent to the President of the Bargaining Unit by e-mail attachment

23.04 Occasional Teacher List

- 23.04.01** The Occasional Teacher List is maintained by the Board, and is a list of all qualified Teachers who have been accepted by the Board to teach as Occasional Teachers in the Secondary Panel.
- 23.04.02** To be eligible for inclusion on the Occasional Teacher List, an applicant must be a member in good standing with the Ontario College of Teachers and have the qualifications to teach at the Secondary Level. Any member on an Occasional Teacher List of a predecessor Board without such standing or qualifications shall not be subject to this provision.
- 23.04.03** Before being placed on the Occasional Teacher List, and after a selection and interview process, an applicant shall submit proof of current membership/Certificate of Qualifications from the Ontario College of Teachers, and other required documentation.
- 23.04.04** There shall be a maximum of ninety (90) Short Term Occasional Teachers on the list. This maximum may be exceeded by up to ten percent (10%) if there is a qualifications shortage, or an availability problem, in any of the geographic areas of the former Boards.
- 23.04.05** Occasional Teachers on the List must have declared eligibility to teach thirty (30) full-time equivalent days in each school year in a minimum of two (2) of the Board's Secondary schools (except for Haliburton County, where only one school need be specified).
- 23.04.06** An updated Occasional Teacher List shall be sent to the President of the Bargaining Unit on October 1st and February 15th of each year. Any changes to the list shall be reported within fourteen (14) days to the Bargaining Unit President.
- 23.04.07** The List shall provide the following information for each Occasional Teacher: name, address, telephone number, date of hire, subjects the Occasional Teacher is qualified to teach, subjects the Occasional Teacher is willing to teach, number of days per week or the specific days of the week the Occasional Teacher is willing to work, and the specific schools at which the Teacher is prepared to work.
- 23.04.08** The Occasional Teacher List shall indicate which, if any, of the Occasional Teachers are on Long Term Occasional Teaching Assignments at the time it is published, and the expected expiry date of the said assignment.

- 23.04.09 Notwithstanding paragraph 23.04.04, Long Term Occasional Teachers may be added to the Occasional Teacher List if they wish.
- 23.04.10 A member on the Occasional Teacher List may be granted a leave of absence to accept a Long Term Occasional assignment with another Board/Panel. It is understood and agreed that the Occasional Teacher on leave may be replaced on the Occasional Teachers' list and that Occasional Teachers returning from leave may result in the list's cap being exceeded.
- 23.04.11 Members who wish to have their names maintained on the list for the following school year shall so confirm by completing the Agreement to Teach form, not later than July 31st. Occasional Teachers who have reduced their availability below the minimum specified in paragraph 23.04.05 may be removed from the list.
- 23.04.12 No Teacher's name shall be removed from the List because of unavailability due to pregnancy and/or parental leaves, leaves of absence granted in accordance with clause 23.04.10, or other mutually agreed leaves.

23.0 Posting Procedures For Long Term Occasional Assignments

- 23.05.01 Long Term Occasional Positions of which the Board has a minimum of one month's prior notice shall be posted in each secondary school and on the Board's website. A copy of the posting shall be forwarded to the President of the Bargaining Unit.
- 23.05.02 Long Term Occasional positions may be simultaneously posted, both internally and externally, provided that qualified candidates from the Occasional Teacher List shall be interviewed prior to any external candidates.
- 23.05.03 Where there is a posting, it shall be for a minimum of five (5) calendar days.
- 23.05.04 Unsuccessful qualified internal candidates for positions shall be granted an oral debriefing upon request.

23.06 Salary and Method of Pay

23.06.01 Salary Grid

- (a) It is understood that the payment of salary under this Article includes payment for vacation pay and any paid statutory holidays, if applicable,
- (b) Short Term Occasional assignments shall be paid a daily rate in accordance with paragraph 23.08.
- (c) Long Term Occasional assignments shall be paid in accordance with paragraph 23.09.

23.06.02 Method of Pay

Pay dates shall be every second Friday, commencing the second Friday of the school year. Where a payday falls on a statutory holiday, the last regular banking day prior to the holiday will become the payday. Time sheets for Occasional Teachers are to be submitted no later than two weeks prior to the payday. Provided that the timesheet is received in a timely manner, the pay will reflect all occasional hours worked up to and including the Friday two weeks prior to the payday.

Where a Bargaining Unit member in a Long Term Occasional assignment *is* simultaneously employed in a Bargaining Unit of permanent teachers, it is understood that the payroll arrangements for such Bargaining Unit member shall be the same as for the permanent teachers.

23.06.03 The Board will deposit each employee's net pay into an account in a financial institution with capabilities for electronic funds transfer. It is understood that the direct deposit system applies to all members of the Bargaining Unit.

23.07 Working Conditions

23.07.01 Professional Activity Day(s)

Where a P.A. Day falls within the assignment of a Long Term Occasional Teacher, the Teacher will be paid for the day based on attendance and participation in the P.A. Day activities. In the case of a Short Term Occasional Teacher, the P.A. Day will be considered an unpaid non-teaching day, but will not constitute a break in continuous teaching days for the purpose of qualifying as a Long Term Occasional Teacher.

23.08 Short Term Occasional Assignments

23.08.01 All Short Term Occasional assignments shall be filled at each school according to the following procedure, in order:

- (a) calling those Occasional Teachers on the Occasional Teacher List who are qualified in the required subject area(s) and who have declared themselves eligible to teach at that school;
- (b) calling other Occasional Teachers on the List who have declared themselves eligible to teach at that school;
- (c) hiring another available qualified Teacher.
- (d) Where a qualified teacher is not available, a person not holding teacher qualifications may be employed as a Short Term Occasional Teacher.

23.08.02 At the request of the President of the Bargaining Unit, an Employer representative(s) shall meet to discuss the circumstances which led to the hiring of an unqualified person.

23.08.03 Daily Rate

The following daily rates shall be paid for assignments of more than two (2) periods. Assignments for two (2) periods (plus lunch supervision, if required) shall be paid at 0.538 of the daily rate.

(a) Effective September 1, 2008:

The Short Term Occasional Teacher daily rate shall be \$192.20 for qualified, and \$169.09 for unqualified teachers.

(b) Effective September 1, 2009:

The Short Term Occasional Teacher daily rate shall be \$197.97 for qualified, and \$174.16 for unqualified teachers.

(c) Effective September 1, 2010:

The Short Term Occasional Teacher daily rate shall be \$203.90 for qualified, and \$179.38 for unqualified teachers.

(d) Effective September 1, 2011:

The Short Term Occasional Teacher daily rate shall be \$210.00 for qualified, and \$184.76 for unqualified teachers.

23.08.04 Call-in Pay

If a Short Term Occasional Teacher has been either called out in error, or the assignment has been cancelled, without the Teacher having received a minimum of one and a half (1.5) hour's notice prior to the scheduled commencement of the assignment, the teacher, upon reporting for duties, shall be assigned duties for the day or half-day as scheduled and shall be paid at the appropriate daily rate of pay or portion thereof. In the case of transportation disruptions/school closure due to inclement weather, pay is also subject to Board Procedure number HR-4515-AP, "Staff Absence Due to Inclement Weather" as of December 1, 2001, and as may be amended from time-to-time in consultation with the employee groups.

23.08.05 Where the teaching assignment of the Occasional Teacher includes four (4) credit or credit-equivalent courses, no other teaching or supervisory duties shall be assigned.

23.09 Long Term Occasional Assignments

23.09.01 Salary Grid Placement

- (a) A member with a Long Term Occasional teaching assignment shall be paid in accordance with 7.01 Category System, the salary grid in 7.03.01 which is in effect at the time the Long Term Occasional status is attained, 7.03.02, 7.03.03, 7.03.04 Equivalent Teaching Experience, and 7.04 Graduate or Extra Degree Allowance.
- (b) Payment in accordance with the salary grid identified in 23.09.01 (a) shall occur from the first 1 day of the Long Term Occasional assignment. In the event that the assignment is not immediately identified as a Long Term Occasional assignment, payment in accordance with paragraph 23.09.01 (a) shall commence as of the thirteenth (13th) day of continuous employment in the same position, and shall be retroactive to the first 1 day of the assignment.

23.09.02 Continuous Employment

Continuous employment for the purposes of Long Term Occasional Teacher status shall be deemed to be unbroken in relation to statutory holidays and emergency school closure, legitimate absence in relation to inclement weather, or up to one (1) day of illness.

23.09.03 Timetable

The timetable for a Long Term Occasional Teacher shall be constructed according to the same constraints and obligations that apply to the timetable of the Teacher being replaced.

23.09.04 Termination of Assignment

In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Teacher will be given three (3) instructional days' notice, or three (3) days' pay in lieu of notice. Notice or pay in lieu of notice shall not apply in the case of termination for cause, or termination within the probationary period. Pay-in-lieu shall not apply in the case of termination due to exhaustion of sick leave.

23.09.05 Leaves of Absence for Long Term Occasional Teachers

23.09.05.01 Sick Leave

- (a) Teachers shall be entitled to one (1) sick leave day upon the completion of the first ten (10) FTE instructional days, and one (1) sick leave day for each ten (10) FTE instructional days subsequently completed in the same position within the same school year, pro-rated for less than full-time. Unused sick leave will be cancelled at the end of the assignment.

For a Teacher whose assignment carries into a second year (see sub-paragraph 23.01.02 (b)), unused sick leave may be carried forward to the next school year.

- (b) Notwithstanding paragraph (a) above, if a Long Term Occasional Teacher is appointed to a regular teaching position with the Board for the ensuing school year or otherwise without an intervening break in employment from the Long Term Occasional appointment, then the member shall be permitted to carry forward as a credit any accumulated sick leave balance from the Long Term Occasional appointment.

23.09.05.02 Medical Documentation

- (a) If an absence due to illness/injury extends beyond three (3) consecutive work days, a member shall provide a medical certificate from a duly qualified medical or dental practitioner, if requested.
- (b) 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.
- (c) Where there is an on-going absence due to illness/injury, the Director (or designate) may require the member to provide medical documentation from a duly qualified medical or dental practitioner. The practitioner's note certifying that the employee has been in his/her care shall indicate:
 - i) that the member is able to return to work on a full-time basis without restrictions, or
 - ii) that the member is able to return to work, with the nature and duration of any work restrictions described, or
 - iii) that the member is unable to return to work, and where possible, the date of the review of his/her patient's status.

The Employer shall reimburse the member for the cost of the medical documentation.

- (d) All medical documentation referenced above shall be stored in a secure location and in a completely confidential manner. Employer access to the medical file shall be limited to the Human Resources Administrator and the Attendance and Disability Management Officer.
- (e) Except as required by law, information from a member's medical file shall be released only after the member has provided written consent.

23.09.05.03 Bereavement Leave

- (a) A member shall be granted bereavement leave with pay and without deduction from sick leave, as follows:
 - (i) up to five (5) days in the case of the death of a parent, spouse or child;
 - (ii) up to three (3) days in the case of the death of a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild;
 - (iii) one (1) day in the case of the death of an aunt or uncle; in the case of a close personal friend, one (1) day shall be granted to attend the funeral.
- (b) At the discretion of the Director or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement.

23.09.05.04 Jury or Witness Duty

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.

23.09.05.05 Examination and Graduation

A Teacher who is scheduled to work and who has received the prior approval of the Director (or designate) may be absent from duty without loss of pay or deduction from sick leave as follows:

- (a) for the purpose of writing an examination, the day on which the examination occurs will be granted;
- (b) for the purpose of attending his/her graduation, the day on which the graduation occurs will be granted.

23.09.05.06 Pregnancy/Parental Leave

An eligible member shall be granted Pregnancy and/or Parental Leave in accordance with the **Employment Standards Act**, as amended from time-to-time.

23.09.05.07 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 or recommended by the Medical Officer of Health or designate.

23.09.05.08 Federation Leave

- (a) If a member of the Occasional Teacher Bargaining Unit is elected or appointed to a Federation position within the Bargaining Unit, the parties will meet to discuss and implement appropriate release time arrangements consistent with prevailing practices and understandings.
- (b) 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 release time in this sub-paragraph shall not exceed a total of ten (10) days in any school year.

23.09.06 Benefits for Long Term Occasional Teachers

23.09.06.01 Upon application, and subject to 23.09.06.02 below, a Long Term Occasional Teacher is eligible to participate in the Accidental Death & Dismemberment, Extended Health, Dental and Group Life Insurance plans in accordance with the agreement which was reached with the Secondary Teachers of Trillium Lakelands District 15, and as it may be amended from time-to-time. Participation in Accidental Death & Dismemberment and Group Life Insurance are subject to the eligibility requirements of the carrier.

23.09.06.02 The following **Long** Term Occasional Teachers may participate in the Benefits Program as specified in 23.09.06.01 :

- (a) those who accept a pre-determined assignment that is scheduled to be sixty-one (61) consecutive working days or longer, from the commencement of the assignment;
- (b) those who become a Long Term Occasional Teacher, from the sixty-first (61st) day of continuous employment in the assignment.

23.09.06.03 The Board shall reimburse the Federation one-twelfth (1/12th) of the amount specified in respect of insured benefits, as set out in the current agreement reached with the Secondary Teachers of Trillium Lakelands District 15, for each full or partial month that an eligible Long Term Occasional Teacher who has enrolled in both the Extended Health and Dental benefit programs is actively employed (but not to exceed five (5) months in one semester or ten (10) months in one school year). Upon receipt of appropriate documentation (which shall include proof of enrolment), such reimbursement shall be pro-rated, based upon the

percentage of the Long Term Occasional assignment to full time, and shall be made on February 1st and June 30th of each year.

- 23.09.06.04 The Employer shall be responsible for providing a benefit enrolment package to newly hired long term occasional teachers. The onus is upon the employee to forward the completed enrolment package to the bargaining unit, unless the forms are completed during a documentation meeting, in which case the employer shall forward the completed package to the Bargaining Unit on the employee's behalf. A documentation meeting may not be conducted for each and every hire.

LETTER OF UNDERSTANDING


Re: Criminal Reference Checks

Pursuant to Regulation 521/01 of the **Education Act**:


IT IS THEREFORE UNDERSTOOD and agreed that:

1. Trillium Lakelands District School Board shall ensure that all reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 of the **Education Act** (or any subsequent regulation or law) shall be stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Human Resources Administrator and the H.R. Department staff, although this does not preclude consultations with appropriate officials under paragraph 2, below.
2. Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the **Education Act** (or any subsequent regulation or law) without the permission of the employee except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, legal counsel and/or adjudication advisors of the OESC, as appropriate.
3. The Bargaining Unit may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the **Education Act**, or any subsequent regulation or law.
4. This Memorandum 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 the City of Kawartha Lakes this 28th day of January, 2009



For the Employer



For the Bargaining Unit

LETTER OF UNDERSTANDING

Re: School of Alternate Education

The Employer and the Bargaining Unit agree that they shall meet, up to four (4) times per year, to review the following items in relation to the School of Alternate Education:


- Class sizes
- Success data for classes and programs
- Workload and worksite issues
- Staffing issues
- The school day and school year organization
- Other related issues that may arise

The parties agree that the gathering and sharing of data is essential in informing the parties' discussions.

Dated at the City of Kawartha Lakes this 28th day of January, 2009



For the Employer,



For the Bargaining Unit

LETTER OF UNDERSTANDING

Re: Tripartite Teacher Advisory Committee
Joint Task Workgroup on Workplace Violence
Joint Task Group on Benefits


In the event a Bargaining Member is appointed to the Tripartite Teacher Advisory Committee, the Joint Task Workgroup on Workplace Violence, or the Joint Task Group on Benefits and meetings are required during a scheduled work day, the Member shall be granted leave without **loss** of salary, experience, or any other entitlement under the Collective Agreement.

Any such release time shall not be considered under 12.10.04 Federation Release Time.

Dated at the City of Kawartha Lakes this 28th day of January, 2009



For the Employer



For the Bargaining Unit

LETTER OF UNDERSTANDING

Re: Electronic Communications

The Parties acknowledge that the Board will implement the following procedures during the life of the collective agreement:

- a) Electronic posting of internal ads to replace paper postings;
- b) Electronic distribution of the member's annual statement;
- c) Electronic distribution of the member's pay statement;
- d) Electronic distribution, return and storage of annual Offence Declarations; and
- e) Electronic posting of seniority lists to replace paper postings.

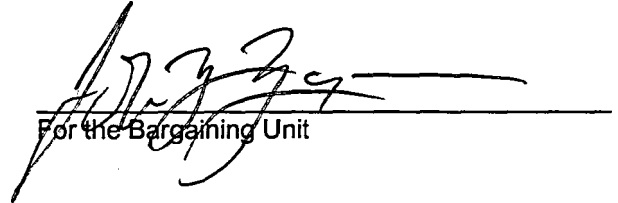
The Board agrees to consult with the Union, under the auspices of the Labour/Management Committee, prior to the implementation of the above-noted conversions to an electronic format.

Further, the Parties agree to review the possibility of implementing an electronic application process for internal vacancies.

Dated at the City of Kawartha Lakes this 28th day of January, 2009



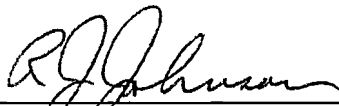
For the Employer



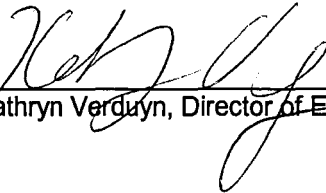
For the Bargaining Unit

Dated at the City of Kawartha Lakes this 28th day of January, 2009

On behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:



Rick Johnson – Chairperson

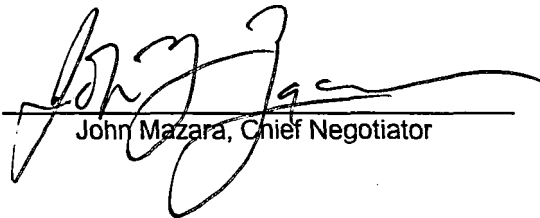


Kathryn Verduyn, Director of Education

on behalf of THE SECONDARY TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15, OF THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION and on behalf of THE SECONDARY OCCASIONAL TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15, OF THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION:



Peter Carroll, President



John Mazara, Chief Negotiator

PERFORMANCE APPRAISAL CONCEPTS- EXPERIENCED TEACHERS

1. During the teacher's evaluation year, the number of performance appraisals of a teacher shall not exceed the minimum required by the Ministry of Education, Performance Appraisal of Experienced Teachers Technical Requirements Manual, except at the request of the teacher.
2. A teacher shall be given at least forty-eight (48) hours' notice before a classroom visitation.
3. The "third" performance appraisal during the review status will be conducted by a supervisory officer.
4. Teachers transferring from another school board will be appraised as required by the Ministry of Education Performance Appraisal of Experienced Teachers Technical Requirements Manual.
5. The performance appraisal process shall not be initiated in June in any school year.
6. No member of the Union will be required to conduct a performance appraisal of a teacher.
7. The salary of teachers will not be based on the performance appraisal ratings.
8. The teacher shall receive the written performance appraisal, signed by the evaluator, within fifteen **(15)** school days following the classroom observation or the observation of other professional duties for teachers assigned outside of the classroom.
9. When a teacher receives a performance appraisal which has been rated unsatisfactory, the Board shall notify the President of the Bargaining Unit within two (2) school days of the teacher receiving the report.
10. Following an unsatisfactory performance appraisal rating, a teacher shall be allowed a minimum of forty (40) school days to improve before the next performance appraisal procedure begins. In circumstances where prompt action is required in the best interests of students, the legislation provides for a departure from these timelines.
11. Following notification that the teacher is "on review status", a teacher shall be allowed a minimum of eighty (80) school days to improve before the next performance appraisal procedure begins. In circumstances where prompt action is required in the best interests of students, the legislation provides for a departure from these timelines.
12. Trillium Lakelands District School Board shall make every effort to use a common performance appraisal method.
13. The content of the teacher's Annual Learning Plan will be developed by the teacher, in consultation with the Principal. The content will reflect both personal and educational initiatives in order to foster individualization.

PERFORMANCE APPRAISAL CONCEPTS – NEW TEACHER INDUCTION PROGRAM

1. In accordance with the ***Education Act***, new teachers complete the New Teacher Induction Program when they receive two Satisfactory ratings in performance appraisals in the first twelve (12) months after they begin teaching. For new teachers who do not obtain two Satisfactory appraisal ratings within the first year, the program continues into the second year to provide additional support. These teachers remain eligible to successfully complete the New Teacher Induction Program if they receive two Satisfactory ratings no later than twenty-four (24) months after they begin teaching (refer to subsection 270(2) of the ***Act***).
2. The first performance appraisal of a new teacher shall occur no sooner than the twentieth (20th) day of the start of the new teacher's employment. In circumstances where prompt action is required in the best interests of students, the legislation provides for a departure from these timelines.
3. When a new teacher receives a "development needed" in either of the first two performance appraisals, or a subsequent Unsatisfactory rating, the Board shall notify the President of the Bargaining Unit within two (2) school days of the teacher receiving the report. The new teacher shall be allowed a minimum of forty (40) days to improve. In circumstances where prompt action is required in the best interests of students, the legislation provides for a departure from these timelines.
4. A teacher shall be given at least forty-eight (48) hours' notice before a classroom visitation.
5. The next performance appraisal following an Unsatisfactory performance appraisal will be conducted by a Supervisory Officer. The teacher shall be allowed a minimum of eighty (80) days to improve. In circumstances where prompt action is required in the best interests of students, the legislation provides for a departure from these timelines.
6. Teachers transferring from another school board during the New Teacher Induction Program process will continue the appraisal process from the last performance appraisal rating the teacher received in the other board.
7. The performance appraisal process shall not be initiated in June in any school year.
8. No member of the Union will be required to conduct a performance appraisal of a teacher.
9. The salary of teachers will not be based on the performance appraisal ratings.
10. The teacher shall receive the written Performance appraisal, signed by the evaluator, within fifteen (15) school days following the classroom observation or the observation of other professional duties for teachers assigned outside of the classroom.

GENERAL INFORMATION

Ontario Secondary School Teachers' Federation, District 15

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1-877-856-7783 (toll free)

Fax: (705) 324-0451
1-877-677-8315 (toll free)

President: Peter Carroll

Trillium Lakelands District School Board

Lindsay Corporate Office

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Lindsay, Ontario K9V 4S4

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Voice Mail: (705) 324-5300
Fax (Main): (705) 324-2036
Fax (H.R. Dept.): (705) 324-8913

frequently called numbers:

H.R. Administrator, ext. 22105
H.R. Administrative Assistant, ext. 22121
H.R. Coordinator - Teaching, ext. 22106
H.R. Data Systems Officer (Benefits), ext. 22174
H.R. Attendance & Disability Management, ext. 22143
Payroll Officer (Secondary Teachers), ext. 22172

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Haliburton, Ontario K0M 1S0

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

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Bracebridge, Ontario P1L 1N4

Telephone: (705) 645-8704
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