

AGREEMENT

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

RENFREW COUNTY SECONDARY SCHOOL TEACHERS

FOR THE SCHOOL YEARS

2008 - 2012

11903 (03)

SECONDARY TEACHERS' AGREEMENT

FOR 2008 - 2012

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD
(Hereinafter called "the Board")
party of the First Part

and

ALL DAY SCHOOL AND CONTINUING EDUCATION TEACHERS EMPLOYED
BY THE BOARD WHO ARE MEMBERS OF
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(Hereinafter called "the Teachers")
party of the Second Part

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ARTICLE I – PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Agreement to set forth certain of the conditions of employment together with the salaries and the allowances that apply to the teachers who are covered by this Agreement. This Agreement represents the entire negotiated Agreement between the Parties.

ARTICLE II – EFFECTIVE PERIOD AND RENEWAL

- 2.01 This Agreement shall have effect from September 1, 2008 and shall continue to operate until August 31, 2012 and from year to year thereafter, unless either Party, within the period of one hundred and fifty (150) days before the Agreement ceases to operate, gives notice in writing to the other Party of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation. The Parties shall meet within fifteen (15) days from the date of notice or within such further period as the Parties agree upon.
- 2.02 This Agreement shall supersede all previous Agreements. Except for error, inadvertence, or omissions it shall form the basis of computing all salaries and other conditions defined herein. Amendments (deletions or additions) to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement. Either Party wishing to amend this Agreement shall notify the other Party to this effect. Such a notice shall be given in writing. The other Party shall acknowledge such notice and meet to consider the proposed amendment within fourteen (14) days.
- 2.03 There shall be no strike or lockout during the term of this Agreement. The terms “Strike” and “Lockout” shall be as defined in the Ontario Labour Relations Act.
- 2.04 In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations and in the opinion of either Party such action results in changes in the terms and conditions as outlined in this Agreement, the Parties shall meet within fifteen (15) days of the written request of either Party for such a meeting.
- 2.05 (a) The length of the school year shall be the minimum required under the Education Act.
- (b) Guidance Teachers who agree, by mutual consent, to work outside the designated school year shall receive compensating days off equal to the FTE of days worked. Such days are to be scheduled during the course of the school year with the agreement of the principal.

ARTICLE III – RECOGNITION

- 3.01 The Board recognizes OSSTF as the exclusive bargaining agent for every teacher – other than occasional teachers, principals and vice-principals – who is assigned to one (1) or more secondary schools or who performs duties in respect of such schools all or most of the time.
- 3.02 The Board recognizes the Negotiating Committee officially authorized by OSSTF as the Committee to represent the teachers in the Bargaining Unit and to negotiate on their behalf. The Board also recognizes the right of OSSTF to authorize any agent to represent the teachers and to negotiate on their behalf if the need arises.
- 3.03 Both Parties undertake to inform each other in writing of the members of their Negotiating Committee who may be elected or appointed from time to time and to inform each other in writing whenever any other agent has been authorized to represent or to negotiate on their behalf.
- 3.04 The Teachers recognize the Board Salary Negotiating Committee as the regular and official committee representing the Board and negotiating on its behalf.
- 3.05 The Teachers also recognize the right of the Board to authorize the Ontario Public School Boards’

Association or any other agent to represent the Board and to negotiate on its behalf if the need arises.

ARTICLE IV – IMPLEMENTATION

- 4.01 All teachers shall be paid strictly in accordance with this Agreement.
- 4.02 All secondary teachers shall, for salary purposes, be placed, without exception in the group (category) assigned them according to the OSSTF certification policy as outlined in Clause 5.01.
- 4.03 (a) Where by June 30th of the school year, a teacher files with the Board an OSSTF Certification Rating Statement showing that the requirements for a higher rating category were completed after the end (June 30th) of the previous school year, the teacher shall receive the higher rate retroactive to the first day of the month following the month in which the requirements for the higher category were completed.
- (b) Where a teacher has filed the necessary documentation with OSSTF in sufficient time to reasonably meet the date specified in (a) above, and the teacher receives written notification that the OSSTF Certification Rating Statement will be delayed for reasons beyond the control of the teacher, the teacher shall file such documentation with the Board and shall be deemed to have met the requirements of (a) above.

ARTICLE V – CATEGORY DEFINITIONS

- 5.01 (a) Category definitions shall be those established by the Ontario Secondary School Teachers' Federation Certification Policy as follows:
- the September 1, 2007 definitions effective September 1, 2008;
 - the September 1, 2008 definitions effective September 1, 2009;
 - the September 1, 2009 definitions effective September 1, 2010;
 - the September 1, 2010 definitions effective September 1, 2011;
 - the September 1, 2011 definitions effective September 1, 2012.
- (b) For the purpose of salary categorization, the Board recognizes the statement of certification or qualification issued by the OSSTF. In case of dispute on category standing, the ruling of the OSSTF shall be final. Deviations from this policy which may be applicable to the local Federation are contained in Clauses 5.02, 5.03, and 5.04 of this Agreement.
- (c) It shall be incumbent upon the teacher to provide the Board with documented proof of Category in the form of the statement of certification or qualification issued by the OSSTF.
- 5.02 All teachers employed on Letters of Standing shall be paid according to their "Letter of Evaluation" from the OSSTF issued in accordance with the category definitions of Clause 5.01 (a).
- 5.03 All teachers who lack basic qualifications for teaching in Ontario Secondary Schools shall be paid as if they were in Category I.
- 5.04 All teachers employed on a TSS Certificate shall be paid as if they were in Category I.

ARTICLE VI – BASIC SALARY SCHEDULE

6.01

	Effective September 1, 2008				Effective September 1, 2009			
	I	II	III	IV	I	II	III	IV
0	36,860	40,552	44,236	47,924	37,966	41,769	45,563	49,362
1	39,880	43,631	47,582	51,139	41,076	44,940	49,010	52,673
2	42,887	46,708	50,935	54,372	44,174	48,109	52,463	56,003
3	45,904	49,797	54,287	57,594	47,281	51,291	55,916	59,322
4	48,921	52,873	57,636	60,814	50,389	54,459	59,365	62,638
5	51,939	55,952	60,986	64,044	53,497	57,631	62,816	65,965
6	54,951	59,032	64,335	67,270	56,600	60,803	66,265	69,288
7	57,965	62,110	67,684	70,492	59,704	63,973	69,715	72,607
8	60,982	65,196	71,034	73,725	62,812	67,152	73,165	75,937
9	64,001	68,281	74,382	76,953	65,921	70,329	76,614	79,262
10	67,014	71,367	77,735	80,172	69,024	73,508	80,067	82,577
11	70,042	74,462	81,094	83,400	72,143	76,696	83,527	85,902
12				86,620				89,219

	Effective September 1, 2010				Effective September 1, 2011			
	I	II	III	IV	I	II	III	IV
0	39,105	43,022	46,930	50,843	40,278	44,313	48,338	52,368
1	42,308	46,288	50,480	54,253	43,577	47,677	51,994	55,881
2	45,499	49,552	54,037	57,683	46,864	51,039	55,658	59,414
3	48,699	52,830	57,594	61,102	50,160	54,415	59,322	62,935
4	51,901	56,093	61,146	64,517	53,458	57,776	62,980	66,453
5	55,102	59,360	64,701	67,944	56,755	61,141	66,642	69,982
6	58,298	62,627	68,253	71,367	60,047	64,506	70,301	73,508
7	61,495	65,892	71,806	74,785	63,340	67,869	73,960	77,029
8	64,696	69,167	75,360	78,215	66,637	71,242	77,621	80,562
9	67,899	72,439	78,912	81,640	69,936	74,612	81,279	84,089
10	71,095	75,713	82,469	85,054	73,228	77,984	84,943	87,606
11	74,307	78,997	86,033	88,479	76,536	81,367	88,614	91,133
12				91,896				94,653

- 6.02 (a) Experience recognized as a result of full-time teacher's employment on a regular basis for part of a school year, shall be that fraction of the school year they were employed for, rounded off to the nearest tenth.
- (b) The rights and interests of existing teachers on June 30, 1977, are protected from the effects of this Clause.
- 6.03 The following Clauses set out experience allowances to be granted to teachers. Such experience allowances shall not carry a teacher beyond the scale maxima set out in Clause 6.01 above.
- 6.04 The allowances for Ontario Secondary School Teaching experience shall be in accordance with the grid set forth in Clause 6.01 above.
- 6.05 (a) Allowance for Ontario Elementary School Teaching Experience
- The allowances for Ontario elementary school teaching experience shall be in accordance with the grid set forth in Clause 6.01 above.

(b) Allowance for Other Teaching Experience

The allowance for other teaching experience shall be:

- (i) As per Clause 6.01 for teaching experience that is considered to be the valid equivalent of Ontario secondary school teaching experience, by the Board or its hiring agents.
- (ii) As per Clause 6.05 (a) for teaching experience that is considered to be the valid equivalent of Ontario elementary school teaching experience, by the Board or its hiring agents.
- (iii) The Board may approve exchanges between elementary and secondary school teachers on a yearly basis without loss in salary, other than responsibility allowances.

6.06 Related Experience

(a) Trade & Industrial Experience and Business & Commercial Experience

For teachers with technical, vocational or occupational certificates engaged in teaching practical, as opposed to academic subjects and for teachers with business and commercial certificates engaged in teaching business and commercial subjects, the Board will recognize at the rate of two (2) years' experience equalling one (1) year on the grid set forth in Clause 6.01 experience which can be documented and is now or was relevant at the time of hiring. The said technical, vocational, occupational, business or commercial experience shall be considered relevant when it is additional to, and of similar character, to that required for admission to corresponding Ontario College of Education courses. When documentation suitable to the Board cannot be obtained, a sworn affidavit shall be accepted by the Board. A valid Acceptance of Position form shall also be regarded as acceptable documentation.

(b) Other Related Experience

- (i) Allowable business, commercial, technical, vocational, occupational and additional related experience combined must not aggregate more than eight (8) years at two hundred thirty dollars (\$230) per year. The same experience must not be counted more than once even though such experience may get more than one classification.
- (ii) The following examples, which are not necessarily to be considered restrictive, are set out to assist the Board in determining the eligibility of additional related experience for purposes of salary recognition:
 - (1) Teaching experience other than elementary or secondary.
 - (2) Engineers hired to teach math or science.
 - (3) Clergymen hired to teach English or Guidance.
 - (4) Lab technicians, foresters or agriculturists hired to teach science.
 - (5) Urban planners hired to teach geography.
 - (6) Reporters hired to teach English or History.
 - (7) Interpreters hired to teach the language in which they specialized.
 - (8) Actors, producers and script writers for stage or film hired to teach English, Screen Education or Theatre Arts.
 - (9) Other people whose experience is directly related to subjects they are hired to teach, e.g.:
 - (A) a public librarian becoming a school librarian;
 - (B) a nursing instructor becoming a teacher in any field;
 - (C) a practising nurse becoming an occupations teacher where the program includes hospital services;
 - (D) a salesman employed to teach marketing and merchandising;
 - (E) an auditor teaching bookkeeping and accounting.

Note 1: Armed Forces

No allowance unless their work qualifies them for one of the preceding categories.

Note 2:

Such forms of experience as a teacher doing instruction in physical education at university, while attending university as a student would not get a related experience allowance.

- Note 3: If in a year subsequent to the year of initial employment, the principal shifts the teacher to a subject field different from that in which the related experience applied, the experience allowance would still hold.
- Note 4: Attendance for a full year at the Institute of Child Study would be recognized as one (1) year of related experience.
- Note 5: Full-time university teaching would be recognized as related experience, as would that of full-time physical education instructor in the armed forces.
- Note 6: Army instructors would get experience recognition only where their instructional duties were formal and full-time.
- Note 7: Summer jobs and other casual work are not recognized for experience allowance, nor are the in-factory intervals on co-operative training courses.

6.07 Record Re: Allowance

- (a) Upon hiring a teacher, the Board shall furnish the teacher with a statement of secondary experience recognized under Clause **6.04** and elementary experience recognized under Clause 6.05. The teacher shall furnish the Board with documentary proof of the experience so recognized.
- (b) The statement given to the teacher in Clause 6.07 (a) by the Board shall indicate for each type of allowance mentioned
 - (i) the total number of years accepted by the Board at the time of hiring and the dollar rate per year that was granted; and
 - (ii) the total number of years documented by the teacher and recognized by the Board at the time of hiring under each type of experience whether recognized for salary or not.
- (c) It shall be the responsibility of the Board and the teacher to retain copies of statements issued under Clauses **6.07** (a) and (b) as long as the teacher remains a teacher of the Board.

ARTICLE VII – RESPONSIBILITY ALLOWANCES

- 7.01 The principal shall ensure that every subject area in the school to which a teacher has been assigned is represented within the Positions of Responsibility structure, singly or in combination with other subject areas.

Student ADE Enrolment	Positions of Responsibility
1000 and over	10
850 – 999	9
700 – 849	8
550 – 699	7
400 – 549	6
Under 400	5

- 7.03 The duties of a Teacher in a Position of Responsibility are as defined in Regulation 298 of the Education Act.

7.04 The following responsibility allowances for those in charge of department or organizational units will be granted and the amounts shall be in addition to those granted in Article VI of this Agreement.

	September 1, 2008	September 1, 2009	September 1, 2010	September 1, 2011
(a) Major Department Heads	\$4,120	\$4,244	\$4,371	\$4,502
(b) Minor Department Heads	\$3,090	\$3,183	\$3,278	\$3,376

7.05 A Major Department Head shall be appointed and defined as the teacher in charge of a department or organizational unit with more than five (5) timetables (for the purposes of this Article, a timetable shall be the equivalent of one [1] teacher FTE).

7.06 A Minor Department Head shall be appointed and defined as the teacher in charge of a department or organizational unit with five (5) or fewer timetables.

7.07 Where a teacher oversees an educational program based department or organizational unit not categorized by 7.04 or 7.05, the teacher shall be categorized as Minor Department Head.

7.08 Teachers holding positions of responsibility shall be specialists in their area or hold honours specialist qualifications in one (1) or more subjects taught in the department or programs. In the absence of an applicant with appropriate specialist qualifications, the principal may appoint an applicant who undertakes to pursue a specialist qualification within the term of appointment. An exception may be made where no teacher in the school is qualified and/or willing to perform the duties.

7.09 No teacher shall hold more than one (1) position of responsibility at any one (1) time. Positions of responsibility may be shared between two (2) teachers on a half-time (1/2) basis only.

7.10 All positions of Responsibility shall be for a three (3) year term.

7.11 An incumbent may re-apply for a Position of Responsibility at the end of their term.

7.12 Any leave taken during the term of position will be considered as part of the term of the position.

7.13 A position of responsibility which becomes vacant during the school year and will remain vacant for more than ninety (90) days will be filled on an interim basis.

7.14 Interim appointments shall be made to fill a vacancy which is created by the Board's granting a leave to a teacher holding a position of responsibility and shall be for the period not exceeding three (3) years or the duration of the leave, whichever is less.

7.15 An allowance of:

- \$4,794 effective September 1, 2008;
- \$4,938 effective September 1, 2009;
- \$5,086 effective September 1, 2010;
- \$5,239 effective September 1, 2011;

will be paid to a teacher appointed to the position of consultant. The allowance shall be pro-rated for a part-time consultant according to the fraction of time he/she is performing duties as a consultant.

ARTICLE VIII – TERMINATION OF EMPLOYMENT

8.01 A teacher shall notify the Board by November 30th of the teacher's intention to resign December 31st in a non-semestered school or the earlier of the end of Semester 1 or January 31st in a semestered school, and by May 31st of the teacher's intention to resign effective June 30th or August 31st.

8.02 The Board and a teacher who is a night school or summer school teacher shall give written notice, of not less

than two (2) weeks, to the other, should either wish to terminate the teacher's employment prior to the end of the assignment. Such notice shall not apply in the event of termination for cause.

- 8.03 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

ARTICLE IX – ALLOWANCES FOR EXTRA DEGREES

- 9.01 (a) An allowance of:

- \$726 effective September 1, 2008;
- \$748 effective September 1, 2009;
- \$770 effective September 1, 2010;
- \$793 effective September 1, 2011;

shall be granted for one Master's degree or one Doctorate from universities which are members of the National Conference of Canadian Universities and Colleges or of similar conferences in other parts of the world provided that such degree has not been used for category placement.

- (b) The extra degree allowance shall be paid above category and shall have the effect of exceeding maximum for all teachers of the local Federation.

ARTICLE X – PART-TIME TEACHERS

Note: This Article represents many of the restrictions which apply to part-time teachers. Except as otherwise provided, the Agreement applies equally to full-time and part-time teachers. Other restrictions and/or special provisions, but not necessarily the only ones, may be found in Articles XII, XXIII and XXXIV.

- 10.01 Part-time teachers shall be paid a salary **pro-rated** on schedule according to their qualifications and experience.

- 10.02 (a) Part-time teachers shall have sick leave days **pro-rated** for the school year and these sick leave days shall be allowed to accumulate.
- (b) Part-time teachers **shall be** allowed to participate in the benefit plans pursuant to Article XII and allowances covered by this agreement. Subject to the specifications of the Insurance Carrier, part-time teachers have the right to waive participation in the **Benefit Plans**.
- (c) Experience recognized as a result of part-time teachers employed on a regular basis in any one (1) school year, shall be that fraction of a full year they were employed for, rounded off to the nearest tenth.
- (d) Part-time teachers shall be paid that fraction of full salary that their duty time per week or per cycle or per semester, etc., bears to the corresponding average timetable served during the regular school day by full-time classroom teachers in the school **concerned**.
- (e) Supervisory and other duties assigned to full-time regular day school teachers shall be assigned on a proportionate basis to teachers working a part-time day school schedule.
- (f) **A** teacher whose timetable is expanded with an occasional assignment can count the timetable expansion for increment and benefit purposes. Such an increase of timetable increases future timetable entitlement.

In administering Clause 10.02 (f), the following guidelines apply:

- (i) BENEFITS PURPOSES

- (1) Occasional assignment means teaching the equivalent of at least one **(1)** full section continuously for at least twenty (20) school days during a semester.
- (2) Benefit improvements will be reflected for the time period in which the occasional assignment is taught.
- (3) It is the responsibility of the teacher claiming such increment credits to provide documentation of the occasional assignments.

(ii) INCREMENT PURPOSES

- (1) Occasional assignment means an assignment for the same teacher teaching the same timetable for more than ten **(10)** consecutive teaching days.
- (2) Increments will be calculated in the normal manner i.e. assignments in one (1) school year are reflected in increments at the commencement of the next school year. Calculations shall be rounded to the nearest tenth.
- (3) It is the responsibility of the teacher claiming such increment credits to provide documentation of the occasional assignments.

(iii) TIMETABLE ENTITLEMENT

- (1) Occasional assignment means teaching the equivalent of at least one **(1)** full section continuously for at least seventeen (17) weeks during a semester.
- (2) Entitlement shall be calculated by doubling the teacher's best semester assignment during the current school year or the second semester assignment of the previous school year.
- (3) Entitlement is exercised in accordance with Article XXIV and cannot result in the splitting of a single course or other equivalent assignment among **two (2)** or more teachers.
- (4) Timetable increase for an occasional assignment does not affect the teacher's location (i.e. school) on the seniority list. The teacher remains at the location (i.e. school) on the seniority list where the assignment is held.
- (5) It is the responsibility of a teacher claiming an entitlement under this provision to advise the principal of the school in which the contract assignment is held of any entitlement generated by a timetable expansion in a different school. This notification, in writing, must be done within five (5) school days of the end of the accumulation period.

ARTICLE XI – METHOD OF PAYMENT

- 11.01 (a) The method of payment shall be ten **(10)** payments of 8% each and one payment of 20%. There shall be a pay of 8% on the first school day in September. There shall be pays of 8% not later than the last Friday of each month from September to May inclusive. There shall be a pay of 20% not later than the last school day in June.
- (b) (i) Except in extraordinary circumstances, all payments made under the schedule of (a) above, shall be made by the method known as "direct deposit".
- (ii) Each teacher shall open one account with a Bank or other financial institution which is prepared to accept electronic funds transfers. If the institution is one which requires a greater period of time than is normal for an electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks, the teacher acknowledges that the Board has no liability for a failure to deposit a payment by a date specified in (a) above. The Board shall supply a list of financial institutions which claim to accept electronic funds transfers within the time period that is normal for an electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks.
- (iii) Each teacher shall supply a sample voided cheque with proper electronic coding for the account to which salary deposit is to be made. No payments can be made until this information has been supplied.

- (iv) Anytime a teacher changes accounts to which salary is to be deposited, the provisions of (iii) shall apply. Unless a teacher moves principal residence from one community to another, a **maximum** of one (1) change of account for deposit will be accepted in any one (1) school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Board Payroll Department at least two (2) weeks before the change is to be effective.
 - (v) The Board reserves the right to pay by cheque at any time. The Board reserves the right to pay by cheque if it finds major difficulties with the process or upon three (3) months advance written notice to the Federation where the Board has determined the system must revert to a cheque based system.
- (c) Where a pay date is not a date on which direct deposits can be made, the pay date shall be moved to a date preceding the specified date. In each case, the date moved to will be the one nearest the specified date on which the transaction can occur. In the event, the Board has exercised its rights under Clause 11.01 (b) (v), the "date on which direct deposits can be made" shall become "school day" and the date to which the pay date is moved shall be a school day.
- 11.02 (a) Upon receipt of notification of the employment of a new teacher the Human Resources Department shall mail to the teacher concerned, at the address indicated, all forms which will be required for payroll purposes. If these forms are not received by the Board fifteen (15) days prior to the teacher's first regularly scheduled pay day, the teacher shall be given notice by certified or registered mail.
- (b) Any such teacher who has not ten (10) days prior to a regularly scheduled pay day filed with the Administrator - Human Resources all forms required at that time for the processing of pay, shall not receive any payments until the forms have been filed following which arrears shall be paid with the next regular instalment payment.
- (c) The board shall make statutory deductions as required by law or the Agreement.
- 11.03 A teacher is entitled to be paid his or her salary in proportion that the number of school days on which the teacher performs his or her bears to the total number of school days in the school year.
- 11.04 Full-time teachers that leave the employ of the board or take a leave of absence part way through the year will be paid their full-time salary for the portion of the year that they worked.
- 11.05 The Board shall deduct Ontario College of Teachers' fees on the January pay each year and shall remit by the due date set by the College.

ARTICLE XII – BENEFIT PLANS

- 12.01 (a) The cost of premiums for Supplementary Medical and **Semi-Private** Hospital Coverage shall be shared on the basis of **15%** by the teacher and **85%** by the Board for teachers working **60%** or more of full-time. Teachers working less than **60%** of full-time will receive **42.5%** assistance on the cost of premiums. Teachers on any leave without pay shall receive no assistance on the cost of premiums. Amendments to this clause subject to the terms of the Letter of Understanding Group Benefits dated December 10, 2008.
- (b) The cost of premiums for **\$50,000** Basic Group Life Insurance shall be shared on the basis of **10%** by the teacher and **90%** by the Board for teachers working **60%** or more full-time. Teachers working less than **60%** of full-time will receive **45%** assistance on the cost of premiums. Teachers on any leave without pay shall receive no assistance on the cost of premiums. Subject to availability from the Insurance Carrier and eligibility, a teacher may acquire Optional Life Insurance paid **100%** by the teacher in multiple units of **\$25,000** to a maximum of **\$200,000**.
- 12.02 Enrolment in the plans outlined in Clause 12.01, including any changes made in accordance with Clause

- 12.05 (a), subject to any exceptions provided by the insuring company, becomes and remains a condition of employment for teachers as they enter the Boards service.
- 12.03 The Board also makes available a long-term disability plan, premiums on which are the individual teacher's responsibility. Teachers of the Bargaining Unit whose employment commenced on or after September 1, 1980 must, as a condition of employment, enrol in the long-term disability plan. Any teacher in the twelve (12) months prior to retirement, may drop long-term disability coverage provided that they will qualify for an unreduced service pension.
- 12.04 The Board agrees to a full disclosure of all details of the operation of the plan(s) and further agrees to provide the Bargaining Unit President with a complete copy of the master contract for each of the Benefit plans in operation under this Agreement.
- 12.05 (a) The Federation shall have the right to change the specifications and carriers for the Supplementary Medical and Semi-Private Hospital Coverage, Group Life Insurance (basic), long-term disability plan and dental plan.
- (b) Where a change in specifications and/or carrier occurs under Clause 12.05 (a) and the resulting contract is between the Federation or an agent of the Federation and the carrier, the Federation agrees to a full disclosure of all details of the operation of the plan(s), and further agree to provide the Board with a complete copy of the master contract for each of the Benefit plans changed under the provision in Clause 12.05 (a).
- 12.06 Where the specifications are changed from those shown in Clause 12.01 or as these plans existed on August 31, 1981 or where a change in carrier occurs, the Board's share of the premiums shall be changed so that the actual amount paid by the Board does not increase as a result of changes initiated under Clause 12.05. Thus, if the premiums for a plan doubled, the Board's percentage contribution would be halved.
- 12.07 (a) Subject to the conditions of the insurance underwriters, a teacher who retires from the Board prior to age sixty-five (65) may retain coverage under the group life insurance plan, and the supplementary medical and semi-private hospital plan, provided the teacher had coverage at the time of retirement until the teacher attains the age of sixty-five (65) years. The retired teacher must pay, in advance, subject to Board Policy, the full premium cost to maintain participation and coverage under the group contract.
- (b) Notwithstanding 12.07 (a), for teachers who retire after August 31, 2005, retiree benefits shall not be included in the teacher benefit pool and the premium costs for that retiree group shall be based upon the rating for that group.
- 12.08 (a) The cost of premiums for a Dental Plan with riders 2 (dentures), 3 (orthodontics) (effective September 1, 2005) and 4 (major restorative) based on 50/50 coinsurance or equivalent shall be shared on the basis of 10% by the teacher and 90% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 45% assistance on the cost of premiums. Teachers on leave without pay shall receive no assistance on the cost of premiums. Amendments to this clause subject to the terms of the Letter of Understanding Group Benefits dated December 10, 2008.
- (b) Enrolment in the dental plan, including any changes made in accordance with Clause 12.05 (a), is, subject to any exceptions provided by the insuring company, a condition of employment for teachers of the Bargaining Unit.
- (c) The current ODA fee schedule shall be the current ODA fee schedule minus one (1) year.
- 12.09 The Board agrees to pay 100% of the premiums for \$275 every twenty-four (24) months for Vision Care coverage.

- 12.10 (a) The Board agrees to administer a Dependent Life Insurance Plan (\$10,000 for spouse and \$5,000 for each child over fourteen [14] days of age).
- (b) Enrolment in the above Dependent Life Insurance Plan is subject to any exceptions provided by the insuring company.
- (c) The Dependent Life Insurance Plan outlined above shall become effective September 1, 1985 or at such later date as provided by the carrier.

ARTICLE XIII – LEGAL LIABILITY

- 13.01 For teachers having any legal proceeding brought against them for libel or slander in respect of any statements relating to the employment, suspension or dismissal of any person by the Board, published at a meeting of the Board or a committee thereof, or for assault in respect of disciplinary action taken in the course of duty, the Board shall pay the legal costs or any part thereof incurred by such teachers in successfully defending such legal proceeding as referred to above. If found guilty, the teacher shall bear said legal expenses.

ARTICLE XIV – INTERNAL TRANSFERS

14.01 Relocation Allowance

The Board shall pay all reasonable moving costs of any teacher whom it requests to move from one municipality to another within the County, plus a relocation allowance of up to \$300 to help pay for incidental expenses involved.

14.02 Mutual Consent

The movement of teachers from one municipality to another within the County System shall be by mutual agreement of the Board and the teacher concerned with no penalty assessed against any teacher who declines.

14.03 Transfer Requests

Teachers requesting transfer shall apply to their Superintendent prior to February 1st each year, indicating school preference and subject area. Transfer requests shall be considered after the Redundancy Procedures are completed and when vacancies are available.

ARTICLE XV – PROMOTIONS AND VACANCIES

- 15.01 (a) New and/or vacant positions shall be advertised in all secondary schools of the Board for at least two (2) teaching days. Internal advertising will occur prior to public advertising unless approved by the Bargaining Unit President or designate in which case advertising postings may run concurrently. This procedure shall be waived for positions filled under the provisions of Article XXIV – Redundancy Procedures.
- (b) New and/or vacant positions of responsibility shall be advertised in all secondary schools of the Board. The filling of a vacant position of responsibility cannot result in a school becoming over-staffed. In no case will public advertising occur prior to internal advertising.
- (c) Vacant sections shall be advertised in a secondary school, and part-time teachers on staff of that school, subject to qualifications, can apply for such vacant sections. Provided that it does not require changes to the existing timetable, the successful applicant shall be offered additional sections. This provision shall not apply during the operation of the Redundancy Procedures pursuant to Article XXIV.

- (d) Notwithstanding Clause 15.01 (a), new and/or vacant positions which occur during the summer break shall be posted in the Business Office of the Board for two (2) working days. Public advertising of such positions may occur simultaneously with this posting. The closing date for any position governed by this sub-clause shall be reasonable under all the circumstances including the Board's need to fill positions prior to commencement of school in September.

ARTICLE XVI – LEAVE PLANS

16.01 Sick Leave

- (a) The objects of the Sick Leave Plan are:
- (i) to protect the teachers in the event of serious illness from loss of wages by allowing them to use the accumulated portion of their annual sick leave allowance; and
 - (ii) to provide a basis on which to establish a Retirement Gratuity Plan.
- (b) Teachers of other Boards which have established sick leave credit plans under any Act of the Ontario Legislature shall be entitled, on becoming teachers of the Board, to have placed to this account the sick leave days standing to their credit in the plan of the Ontario Board with which they were previously employed unless there has been intervening employment to a maximum of two hundred (200) days for credit and beyond that as a matter of record.
- (c) The Board will provide each continuing or departing teacher with a statement of sick leave standing both below and above the two hundred (200) day line by September 1st of each year.
- (d) A teacher is entitled to salary for a period of twenty (20) school days in any one (1) school year in respect of absence from duty on account of sickness certified by a physician or on account of acute inflammatory condition of teeth or gums certified by a licentiate of dental surgery.
- (e) In applying this plan the Board shall establish a sick leave account for each teacher. At 1st September each year thereafter, this account shall be credited with twenty (20) days of sick leave allowance. At the end of each year's employment, the amount of sick leave credit remaining in a teacher's account shall be carried forward up to a maximum of two hundred (200) days with any above this amount being kept on record by the Board and may be made available in special cases of prolonged illness at the discretion of the Board.
- (Where the teacher serves with the Board for less than a year, this sick leave for the year shall be calculated at the rate of two [2] days per school month.)
- (f) Teachers who commence their employment on a date other than September 1st shall be allowed absence with pay for reasons of illness at the rate of two (2) days per month for the balance of the academic year. On the 1st of September of the following year the amount of sick leave credit remaining in the teacher's sick leave account shall be carried forward and the credit of twenty (20) days' sick leave for the ensuing year shall be added to it.
- (g) For retirement gratuity purposes teachers may accumulate two hundred thirty (230) days, however, the gratuity is based on two hundred (200) days.
- (h) Each teacher's sick leave account shall be debited for the number of days absent due to personal illness for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year.
- (i) A teacher resigning at the end of December can claim eight (8) days for the fall term.
- (j) Normally, absence due to personal illness for periods of up to three (3) consecutive school days will not

require certification; however, the Board, at its discretion, may require such certificate for any shorter period of absence. For absences in excess of three (3) consecutive school days but less than three (3) months, a certificate or other evidence acceptable as specified in Clause 16.02 (d) will be submitted to the Director by the teacher. If the absence is for a period in excess of three (3) months, the Board may request that it be certified by a doctor chosen by the Board at the Board's expense.

- (k) All payments to teachers under the sickness allowance regulations shall be computed on the basis of the rate of the regular day's salary to which such teacher is entitled.

16.02 Special Leave

- (a) Each teacher may be granted leave of absence for reasons other than illness, including but not limited to family care, without deduction of salary up to a maximum of five (5) days in any one (1) school year. Three (3) of these days, if for reasons beyond the teacher's control, require only the principal's approval. Other special leave is subject to the approval of the Director of Education.
- (b) Such leave shall be deducted from the teacher's sick leave account. Where the teacher for any reason teaches less than ten (10) months in the year, the teacher's salary will be reduced proportionately for any special leave used in excess of one-half ($\frac{1}{2}$) day per month. Special leave is non-cumulative from year to year,
- (c) A teacher's personal medical and dental appointments shall be charged directly to the teacher's sick leave account.

16.03 Compassionate Leave

A maximum of three (3) teaching days is allowed to attend the funeral of immediate next-of-kin only (parents or guardian, step-parents, children, stepchildren, brothers, sisters, spouse (including same sex or common-law), mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, sons or daughters-in-law), any relative living in the same household. If more than three (3) consecutive teaching days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3) where approved by the Director shall be chargeable to Special Leave. A total of up to three (3) days may be made available with the Director's approval for the funerals of other relatives and close friends but this leave shall be deducted from the teacher's sick leave account. Otherwise, compassionate leave is not chargeable to the teacher in any form whatever.

16.04 Family Medical Leave

- (a) "Family Medical Leave" means an unpaid leave taken for the purpose of caring for or supporting a family member who is gravely ill with significant risk of death within twenty-six (26) weeks. The leave may be taken for up to a maximum of eight (8) weeks.
- (b) A teacher on Family Medical Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the teacher been actively employed, including, but not limited to:
 - (i) accumulation of credit for sick leave, seniority and experience;
 - (ii) teacher benefits.
- (c) A teacher who intends to take Family Medical Leave shall notify the Board of the dates on which the teacher intends to leave and return to active employment.
- (d) The teacher will provide to the Board a medical certificate indicating that a member of the family is gravely ill with significant risk of death within twenty-six (26) weeks and the relationship to the teacher.
- (e) For the purposes of this article, "family" is defined as follows:
 - (i) the teacher's spouse;
 - (ii) a parent, step-parent or foster parent of the teacher;
 - (iii) a child, step-child or foster child of the teacher or the teacher's spouse.

16.05 Quarantine Leave

In any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the medical health authorities from attending upon the duties of a teacher, the teacher shall be paid and the time shall not be deducted from the sick leave account.

16.06 Court Appearance Leave

- (a) Each teacher shall be allowed leave of absence without deduction of salary or loss of sick leave credit when required to serve on a jury or subpoenaed as a witness in any proceeding to which the teacher is not a party or one of the persons charged. The teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses, that was received as a juror or as a witness.
- (b) This Clause does not apply when the lawyer for either party requests the teacher to testify in court or act as a witness.
- (c) Where a teacher has been charged in court and has been acquitted of the charge, the teacher shall be allowed leave of absence without deduction of salary for the time spent in court, and at the discretion of the Board, for travelling thereto, provided the charge resulted from an incident associated with the fulfilment of the teacher's teaching duties.

16.07 Accidents Covered by the Worker's Compensation Act

Teachers who are injured in the course of duty with the Board shall have their Worker's Compensation salary awards supplemented from their sick leave accounts up to the limit of cumulative sick leave available. The sick leave account will be charged the time equivalent of the cash supplement. In the event that the teacher does not wish to use sick leave credits to supplement Worker's Compensation awards, the teacher must give written notification to that effect to the Personnel Department at the time the accident is reported.

16.08 Pregnancy and Parental Leave

The Board provides pregnancy and parental leave for teachers for such period before and after delivery or adoption of a child as will serve the interests of the students, the Board and the teacher concerned, and in conformity with the requirements of the *Employment Standards Act, RSO 1990*. Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Pregnancy Leave

- (i) For teachers with 13 weeks or more of continuous service with the Board prior to the date of birth:
 - (1) A teacher may take pregnancy leave for that period during pregnancy and following delivery according to the Employment Standards Act, **RSO 1990**.
 - (2) Leave may not begin earlier than seventeen (17) weeks prior to expected date of birth. Four (4) weeks notice shall normally be given prior to the beginning of leave.
 - (3) The teacher may return earlier than expiration of the seventeen (17) weeks by giving four (4) weeks written notice prior to the original proposed return date and with medical approval.
 - (4) For the duration of the leave sick leave time shall continue to accumulate and shall not be reduced except by illness. Board contributions to benefits shall continue and experience for increment and seniority purposes shall accrue.
 - (5) Written documentation is required in:
 - (A) the application for leave beginning and ending dates and probable delivery date;
 - (B) medical practitioner's documentation indicating pregnancy, probable delivery date, fitness for return to duty, need for extension of leave: and
 - (C) confirmation of leave including beginning and ending dates.
 - (D) within one (1) month of the expected date of delivery, the teacher shall notify the

Board of the teacher's intent to access either a) the E.I top-up as outlined in Clause 16.08 (d) or b) the teacher's accumulated sick leave credits to a maximum of six (6) weeks from the date of delivery provided the teacher has sufficient credits available.

- (6) Subject to redundancy provisions (Article XXIV) the teacher will be returned to the position held at the beginning of the leave period.
- (7) The teacher may extend the leave into parental leave by giving four (4) weeks written notice prior to the original date given for ending the pregnancy leave.

(ii) For teachers with less than 13 weeks of continuous service with the Board prior to date of birth:

Except for 6 and 7 above, all of clause 16.08 (a) shall apply.

(b) Parental Leave

For teachers with thirteen (13) weeks continuous service with the Board prior to the beginning of the leave.

- (i) Leave may be up to thirty-five (35) weeks at the wish of the teacher.
- (ii) In the case of the mother, leave shall begin immediately following pregnancy leave except when the mother does not have custody of the child at birth.
- (iii) In the case of the partner, leave must begin within fifty-two (52) weeks of the custody and may begin two (2) weeks before custody.
- (iv) In the case of adoption, leave must begin with fifty-two (52) weeks of the custody and may begin two (2) weeks before custody.
- (v) **Written** notice must be given two (2) weeks prior to beginning of leave. Any extension of a leave or early return from leave as first indicated requires four (4) weeks notice.
- (vi) Board contribution to benefits will continue.
- (vii) Sick leave time, experience and seniority shall accrue during the leave.
- (viii) Subject to redundancy provisions (Article XXIV) the teacher will be returned to the position held at the beginning of the leave period.

(c) Extended Leave

- (i) An extended Pregnancy/Parental Leave shall be granted for a period not to exceed one (1) year. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual agreement with the teacher.
- (ii) During the extended leave:
 - (1) experience for seniority shall accrue; and
 - (2) a teacher may elect to pay full benefit premiums to keep coverage in effect.
- (iii) Subject to redundancy provisions (Article XXIV) and with the exception of Clause 16.08 (a) (ii) the teacher will be returned to the same school as assigned to prior to the commencement of the leave.

(d) SEB Plan

Subject to the applicable legislation, the Board shall provide a teacher on leave pursuant to Clause 16.08 (a) or (b) with a Supplementary Employment Benefit Plan providing for payment of the first two (2) weeks of leave at the normal Employment Insurance rate for the eligible teacher.

- (i) A Pregnancy/Parental Leave SEB Plan shall provide for payment of the first two (2) weeks of Pregnancy/Parental Leave of the normal Employment Insurance rate for each eligible teacher.
- (ii) For the six (6) week period immediately following the birth of her child, the Board shall top-up

benefits as a supplement to the teacher's Employment Insurance pregnancy benefit entitlement, without the requirement to submit medical proof of illness. The amount of the top-up shall be equal to the difference between the amount of the teacher's Employment Insurance pregnancy benefits (which is acknowledged to be during the teacher's two [2] week waiting period if it occurs during this period) and ninety-five (95) percent of the teacher's regular weekly earnings.

The payment from the Board will be payable to the teacher only for those days during the two (2) week waiting period (SEB) and the six (6) week top-up period which fall on regular school days (maximum forty [40] days). For the purposes of this Clause, regular weekly earnings are the teacher's salary multiplied by 5/194 days.

If the teacher is not entitled to pregnancy Employment Insurance benefits for the full six (6) week period immediately following the birth of her child, the top-up benefit payments are only required from the Board for any period corresponding with the payment of Employment Insurance pregnancy benefits.

Within one (1) month of the expected date of delivery, the teacher shall notify the Board of the teacher's intent to access either a) the E.I. top-up, as outlined in Clause (ii) above or b) the teacher's accumulated sick leave credits to a maximum of six (6) weeks from the date of delivery provided the teacher has sufficient credits available.

16.09 Leave of Absence

- (a) The Board may grant leave of absence to a teacher requesting it prior to March 1st for a leave of absence beginning anytime during the following school year. Intention to return from leave of absence must be made prior to March 1st for return from leave of absence effective at any time during the following school year. On return from the leave, the teacher, subject to the surplus-redundancy provisions of this Agreement, shall be returned to the same school assigned prior to the commencement of the leave of absence. In extenuating circumstances the Board may waive the March 1st date for either requesting a leave or for indicating a return from leave.
- (b) The Board shall grant a leave of absence to a teacher requesting it for purpose of care giving to a family member.
- (c) Teachers on leave of absence may elect to pay full benefit premiums to keep their coverage in effect.

16.10 Leave for Negotiations

When negotiations are scheduled during the regular school day the teacher representatives (to a maximum of four [4]) shall incur no loss of pay for time spent in negotiations with the Board representatives to a maximum of twenty (20) days. Additional release time for the Teachers Table Team would be at Federation expense.

16.11 Federation Duties

Special leave, without loss of salary or deduction of sick leave credits, up to a combined maximum of ten (10) days in any school year, shall be granted for activities of the Federation following a written request to the appropriate Superintendent or that person's designate from the Federation.

The Federation shall reimburse the Board for any supply teaching costs incurred.

No teacher, other than **the** Bargaining Unit President and Chief Negotiator, shall be granted more than three (3) days in a school year under this provision. The Bargaining Unit President and Chief Negotiator may be granted up to five (5) days in a school year under this provision.

16.12 Federation Leave

The Bargaining Unit President shall, subject to the conditions which follow, be entitled to up to the equivalent of one (1) full-time leave with pay for Federation duties: such leave may be shared by two (2) teachers. The Federation shall reimburse the Board the salary and benefits costs of the lowest seniority teacher(s) in the school where the Bargaining Unit President teaches, for Federation leave.

16.13 Inclement Weather

Subject to the approval of the Superintendent of Human Resources, or designate, when extreme weather conditions prevent a teacher from travelling from his/her principal residence to his/her workplace, there shall be no loss in salary under this Agreement. On return to work, the teacher will submit an Application for Inclement Weather Leave Form to the Superintendent of Human Resources, or designate, detailing the reasons for the absence.

ARTICLE XVII – GRATUITY PLANS

17.01 Retirement Gratuity

- (a) (i) An eligible teacher, who retires from the teaching profession while in the employ of the Board, shall receive a gratuity based on the number of years of continuous and unbroken service with the Board and its predecessors AND on the number of days likewise accumulated in continuous and unbroken service with the Board and its predecessors, which remain in the teacher's sick leave account at the time of retirement. For gratuity purposes a teacher may have accumulated two hundred thirty (230) days, however, the gratuity is based on a maximum of two hundred (200) days.
- (ii) A teacher is eligible for a retirement gratuity if a minimum of ten (10) years continuous service with the Board or its predecessors have been completed and proof is submitted to the Personnel office within three (3) months after leaving the Board's employ that a pension from the Teachers' Pension Plan Board is being received.
- (b) The percentage of salary used in the gratuity formula shall be 4% times the number (N) of years of continuous and unbroken service with the Board and its predecessors within the County. In no case may a retirement gratuity exceed 50% of the rate received by the teacher immediately prior to termination of employment.
- (c) The formula or scale for determining the amount of the gratuity shall be as follows:
$$\frac{(\text{days accumulated to a maximum of } 200)}{200} \times 4N\% \text{ (to a maximum of } 50\% \text{ of best salary)}$$

(Both figures apply to the period of continuous and unbroken service with the Board and its predecessor boards within the County.)
- (d) This gratuity may be paid in a lump sum or over not more than a three (3) year period and at a time or times mutually agreeable.
- (e) (i) In the event of the death of a teacher prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the teacher's beneficiary. If the teacher has not named a beneficiary, the gratuity shall be paid to the teacher's estate.
- (ii) Should a retired teacher die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the retired teacher's beneficiary, or estate if no beneficiaries have been named.

ARTICLE XVIII – UPGRADING AND UPDATING

- 18.01 (a) The Board does not ordinarily pay the tuition fees for any teacher taking courses which could be used to upgrade a certificate and thereby produce a change of category.
- (b) Where the Director of Education requests a teacher to take any course, the Board will pay:
- (i) the tuition fee
 - (ii) approved transportation
 - (iii) approved accommodation costs
 - (iv) meal allowances not in excess of \$20.00 per day.
- (c) Where, with the written prior approval of the Director of Education, a teacher undertakes an updating course which cannot lead to or be considered for salary recognition, the Board will assist the teacher financially, with the following being the maximum allowable allowances:
- (i) Where it is necessary for the teacher to live away from home while taking the approved course, the Board will pay:
 - (1) the tuition fee in full; and
 - (2) the cost of room and board and approved transportation to a limit of \$50 per week for a maximum of six (6) weeks.
 - (ii) Where the teacher can commute daily to the course, the Board will pay:
 - (1) the tuition fee; and
 - (2) a mileage allowance per kilometre in accordance with Board Policy to a maximum for the entire course of \$500. (It is expected that where more than one teacher can travel in a car, this economy will be practised).
- 18.02 The Board shall reimburse all teachers' travel from school to meeting and meeting to school, at the current Board rate, for attendance at any meeting convened by the Board.

ARTICLE XIX – GRIEVANCE PROCEDURE

19.01 Definitions

- (a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable.
- (b) A "Party" shall be defined as:
- (i) District 28, OSSTF Teachers;
 - (ii) The Board;
- (c) "days" shall mean regular work days unless otherwise indicated.
- 19.02 A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage of this grievance procedure.

19.03 Individual Grievance

Step 1

A teacher who has a complaint arising from the interpretation, application, administration or alleged violation of this Agreement shall, with an OSSTF representative, discuss the matter with his/her principal or immediate Supervisor within twenty (20) school days of the teacher becoming aware of the circumstances giving rise to the complaint. The principal or immediate Supervisor shall respond to the complaint, in writing, within five (5) school days of the aforementioned discussions.

Step 2

If no settlement is reached, District 28, OSSTF, shall file a grievance, in writing to the Director of Education within five (5) school days of the response from the principal or immediate Supervisor. Within ten (10) school days of the receipt of the grievance, a meeting will be held with the grievor, a Federation representative and the Board's Grievance Committee. A written response will be provided to the Federation from the Director of Education within five (5) school days of the meeting.

Step 3

If no settlement is reached, the Federation may submit the grievance to arbitration within ten (10) school days of receipt of the response from the Director of Education under the terms established in Section 49 of the Labour Relations Act (which may be amended from time to time) or under the terms established for arbitration pursuant to 19.08.

19.04 Policy Grievance

The Federation and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Agreement. A policy grievance shall be presented at Step 2 to the Federation or the Director of Education.

19.05 Any grievance which is not commenced or carried through to the next stage of the grievance procedure within the time specified shall be deemed to have been abandoned and no further action can be taken with respect to such grievance. The time limits specified in this Article may be extended by mutual agreement in writing between the Parties to this Agreement. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor or Party shall have the right to appeal the grievance to the next level of the procedure.

19.06 Discharge Grievance

Where a teacher has received a termination notice for 'Just Cause', the teacher may file a grievance at Step 2 within ten (10) school days of the written notice of termination.

19.07 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure.

The agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

19.08 Arbitration

(a) Either Party may, after exhausting the grievance procedure, notify the other Party in writing indicating the name of its appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.

(b) Notwithstanding the process in Article 19.08(a), the Parties may agree, in writing, to the appointment of a Sole Arbitrator for any grievance. Either Party may inform the other Party, in writing, their intention to appoint a Sole Arbitrator. The recipient shall respond to the initiating Party with five (5) days. In the event that the Parties agree to a Sole Arbitrator, the Parties shall, within five (5) days of the agreement, attempt to select the Arbitrator. If they are unable to agree on such an Arbitrator, they may request that the Ministry of Labour appoint the Arbitrator.

- (c) Decision of the Board of Arbitration
An Arbitration Board or Sole Arbitrator shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration or Sole Arbitrator shall be final and binding and enforceable on all Parties.
- (d) Expenses of the Arbitrator or Board of Arbitration
Both Parties agree to pay one-half (1/2) of the fees and expenses of the Sole Arbitrator or the fees and expenses of the Parties respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.

19.09 Just Cause

- (a) No teacher shall be discharged, suspended or disciplined without Just Cause.
- (b) A copy of any letter imposing discipline pursuant to 19.09(a) shall be sent to the Bargaining Unit President.

ARTICLE XX – STAFFING– ASSIGNED AND PREPARATION TIME, WORKLOAD AND CLASS SIZES

20.01 All full-time teachers shall be assigned six (6) out of eight (8) teaching periods except that full-time teachers assigned as Special Education Teachers in the Developmental/Vocational Unit(s) for the 2008-2009 school year and teachers assigned in Adult Education Schools will be assigned scheduled preparation time, pro-rated for part-time teachers, as per the following:

2008-2009	200 minutes per week
2009-2010	210 minutes per week
2010-2011	220 minutes per week
2011-2012	230 minutes per week
August 31, 2012	240 minutes per week

- 20.02 (a) Full-time Teachers assigned six (6) out of eight (8) teaching periods, shall, in addition to teaching responsibilities, be assigned alternative professional assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring.
- (b) Off-site teachers including Alternative Education/KI/Section 20, full-time Library and Co-op Teachers will be assigned up to the following maxima Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent.

	<u>Non-MSIP School</u>	<u>MSIP School</u>
i) 2008-2009	66 half periods	83 half periods
ii) 2009-2010	62 half periods	78 half periods
iii) 2010-2011	58 half periods	73 half periods
iv) 2011-2012	56 half periods	70 half periods

- (c) All other teachers may be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods or equivalent

	<u>Non-MSIP School</u>	<u>MSIP School</u>
i) 2008-2009	66 half periods	83 half periods
ii) 2009-2010	62 half periods	78 half periods
iii) 2010-2011	58 half periods	73 half periods
iv) 2011-2012	56 half periods	70 half periods

20.03 Part-time teacher classroom workload (based on the school year) shall be pro-rated to that of the teachers defined in 20.01 above. A teacher with a mixed schedule of classroom and non-classroom teaching workload (based on the school year) may be assigned to a maximum teacher workload proportional to the

fraction of their classroom and non-classroom assignments as outlined in 20.01 and 20.02 above.

- 20.04 No period shall exceed ~~seventy-five~~ (75) minutes in length. No teacher shall be assigned more than three (3), ~~seventy-five~~ (75) minute periods without a break, unless agreed upon through mutual consent among the teacher and the principal and the Federation.
- 20.05 Each teacher shall have a lunch break beginning between the hours of 11:00 a.m. and 1:00 p.m. This break shall be a minimum of forty (40) consecutive minutes free from assigned duties.
- 20.06 The principal shall assign the number of **Alternative** Professional Assignments among the staff as equitably as feasible. Time not assigned in accordance with this article shall be available to teachers for marking and preparation.
- 20.07 Notwithstanding any other provision in this Article, for a school that is **non-semestered** in whole or in part, or for periods that are less than seventy five (75) minutes there shall be equivalent assigned and non-assigned time in accordance with the rest of this article. The Parties shall use the Staffing Allocation Committee to discuss the implementation of this matter.
- 20.08 The school year shall be determined in accordance with the Act and Regulations. Teacher's Bargaining Unit input shall be requested prior to finalization of the school year calendar. Any work performed outside of the school year shall be on a voluntary basis.
- 20.09 The Board and the Bargaining Unit agree to the following maximum class sizes to promote a positive learning environment:

Academic Gr. 9 – 10	32
Applied Gr. 9 – 10	25
Essential (Locally Developed)	18
College	32
College/University	34
University	34
Open	28
Workplace	25
Technical Shop	24

(practical classes where equipment being used poses a safety hazard)

- (a) The class size of a multi-level or **multi-grade** class shall be the lowest class size.
- (b) By September 25th, the principal and/or designate and the School Staffing Committee in each school shall ensure that the actual class sizes are within the parameters of the class size maxima stated in the chart above.
- (c) Notwithstanding (b), by September 30th any class sizes that exceed the maxima stated in the chart shall be reported to the S.A.C. The S.A.C. shall make any necessary adjustments or determine any necessary exceptions.
- (d) For second semester, the process outline in (b) and (c) above will be completed by February 28th.
- (e) In any school year, the principal, based on extenuating circumstances, may appeal to the Staffing Allocation Committee to exceed a maximum class size. In considering an appeal the Staffing Allocation committee shall give priority consideration to the needs of the student(s).
- (f) The Staffing Allocation Committee shall review the foregoing maximum class sizes and consider changes (either higher or lower) on an **on-going** basis. The S.A.C shall review the system for tracking **on-calls**, supervisions and **teacher/student** mentoring if required by the Ministry of Education.
- (g) The class size maximum for Cooperative Education shall not exceed thirty-two (32) students.
- (h) Multi-Subject Instruction Period
- (i) A class maximum for the **Multi-Subject** Instruction Period shall not exceed thirty-two (32) students.

- (ii) Where a MSIP schedule exists, all periods shall be sixty (60) minutes in length.
 - (iii) Teachers scheduled in a MSIP shall be responsible for recording attendance but not for assessments/evaluations or lesson preparation for this period.
 - (iv) Any amendments to the structure or format of the MSIP may only be done after consultation and agreement of the Bargaining Unit.
- (i) A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class size regulation.

ARTICLE XXI – STAFFING ALLOCATIONS COMMITTEE (S.A.C.)

- 21.01 This committee shall be composed of the two (2) representatives of the Board and two (2) representatives of the Federation and the Director of Education, or designate, who shall be Chair.
- 21.02 This committee shall meet prior to November 1st and at other times at the request of either Party.
- 21.03 It shall be the duty of the Committee to assess Article XX by considering any problems which may arise and any factors not originally made part of the formula. Recommendations should be made from this Committee to the Board and to the teachers for revisions to be considered in future negotiations.
- 21.04 The Committee shall examine and attempt to resolve any conflicts arising from the application of Article XX.

ARTICLE XXII – SENIORITY LISTS

Seniority for teachers will be accumulated to February 1st of the school year in which the list is being created.

22.01 Lists

- (a) In each year, seniority lists shall be drawn up by the Board and published to the teachers in the County before the end of the first complete week of the month of March.
 - (i) One (1) copy to each school to be posted in the school available for scrutiny by each teacher.
 - (ii) Three (3) copies to the Bargaining Unit President.
- (b)
 - (i) The listings will include all teachers in secondary schools under the jurisdiction of the Board, except principals and vice-principals.
 - (ii) The listings shall be in two (2) forms: by school and by county (if the two [2] are identical then a single form, appropriately marked may be produced).
 - (iii) A teacher who is appointed to the position of consultant under Article 7.12 will continue to be included on the seniority list of the school where the teacher was included prior to the appointment.

22.02 Seniority System

Teachers shall be ranked on the seniority lists by point totals from highest to lowest, with points allocated according to the following:

- (a) For teachers hired to teach in the secondary schools of the Board prior to September 1, 1979:
 - (i) One (1) point is assigned for each year in which the teacher was hired to teach in the secondary schools of the Board or the elementary or secondary schools of its predecessor boards whether the service was continuous or broken. (Teachers who taught with the Board for less than a full school year shall receive a fraction of a point equal to the portion of the year during which they had a contract. Note: Teachers on leave granted by the Board continue to acquire seniority points.)
 - (ii) (1) One-half (1/2) point for each complete year of teaching prior to employment by a predecessor school board.

- (2) One-half (1/2) point for each complete year of teaching outside of the secondary schools of the Board or its predecessor boards where such experience is recognizable for salary purposes by the Board. The maximum number of points granted under this provision for elementary experience will be four (4).
- (3) Points may not be acquired under both (1) and (2) above.
- (4) Teachers who worked for another board for less than a full school year shall receive a fraction of a point or half-point equal to the portion of the school year during which they had a contract.
- (5) Seniority points do not accrue for leaves granted by other boards.
- (iii) One (1) point for teachers in Category 1 or 2. Two (2) points for teachers in Category 3 or holding a specialist endorsement. Three (3) points for teachers in Category 4.
- (b) For teachers whose teaching assignment commenced in the secondary schools of the Board prior to September 1, 2001:
 - (i) One (1) point is assigned for each year of unbroken service in which the teacher taught in the secondary schools of the Board. (Teachers who have taught with the Board for less than a full school year shall receive a fraction of a point equal to the portion of the year during which they taught. Note: Teachers on leave granted by the Board continue to acquire seniority points as having been on continuous service).
 - (ii) One (1) point for teachers in Category 1 or 2. Two (2) points for teachers in Category 3 or holding a specialist endorsement. Three (3) points for teachers in Category 4.
- (c) For teachers whose assignment began on or after September 1, 2001, teachers shall be ranked on the seniority lists according to the length of continuous employment as a secondary teacher of the Board from the beginning of the assignment.
 - (i) Seniority shall be accumulated without regard to whether employment is full-time or part-time and shall accumulate during all periods while a teacher
 - (1) is on an approved leave of absence,
 - (2) is on sick leave,
 - (3) LTD or workers' Insurance benefits,
 - (4) is redundant,and continues to retain recall rights.
 - (ii) When a teacher tenders his/her resignation, is terminated or loses his/her recall rights, his/her name will be removed from the seniority list.

22.03 Tie Breaking

(This section applies to "grandparented" teachers.)

- (a) Where seniority as defined 22.02 (a) and 22.02(b) is equal the placement of the teachers on the seniority list will be determined by the following factors in order.
 - (i) Where two or more teachers have the same number of points, the ranking on the seniority list shall be in order of decreasing number of years of secondary teaching experience with the Board or its predecessor Boards recognizable for salary purpose.
 - (ii) Where two (2) or more teachers are tied after application of Clause 22.03 (a) ranking on the seniority list shall be in order of decreasing number of years of elementary teaching experience with the Board or its predecessor Boards recognizable for salary purposes.
 - (iii) Where two (2) or more teachers are tied after application of Clause 22.03 (a) and (b), ranking on the seniority list shall be in order of decreasing number of years of secondary teaching experience in Ontario recognizable for salary purposes.
 - (iv) Where two (2) or more teachers are tied after application of Clause 22.03 (a), (b) and (c), ranking on the seniority lists shall be in order of decreasing number of years of elementary teaching experience in Ontario recognizable for salary purposes.
 - (v) Where two (2) or more teachers are tied after application of Clause 22.03 (a), (b), (c) and (d), ranking on the seniority lists shall be in order of decreasing number of years of teaching experience recognizable for salary purposes.
 - (vi) Where two (2) or more teachers are tied after application of Clause 22.03 (a), (b), (c), (d) and (e), ranking on the seniority lists shall be in order of decreasing number of years of related experience recognizable for salary purposes.

- (vii) Where two (2) or more teachers are still tied after application of Clause 22.03 (a), (b), (c), (d), (e) and (f), ranking on the seniority lists shall be determined on the basis of lot conducted jointly by the Parties. This tie breaking will occur only on the first occasion of the tie coming into existence.
- (viii) In the event a teacher who has been placed on the seniority lists changes position on the list as a result of a change in the number of seniority points (other than as a result of the change in points occurring annually as a result of Clause 22.02) or a new teacher is added to the list, the teacher shall be placed on the list after all those teachers having more or the same number of points and before all those teachers having fewer points.
- (ix) Notwithstanding Clause 22.03 (g), for the period of time during which teachers receive the allowance, under Article VII shall be ranked on the seniority list after those teachers with the same number of points who under Clause 22.03 (a) to (f) would rank ahead of them and before any other teachers who have the same number of points. If two (2) or more teachers receiving such responsibility allowance are tied, the tie shall be broken in accordance with Clause 22.03 (g).

(This section applies to teachers whose teaching assignment began after 01 September 2001.)

- (b) Where seniority as defined 22.02 (c) is equal the placement of the teachers on the seniority list will be determined, according to the teacher's first day of paid employment, by the following factors in order:
 - (i) total experience recognizable for salary purposes as a teacher with the Board and its predecessor in the secondary panel including any periods as a long term occasional teacher in the secondary panel; then
 - (ii) total experience recognizable for salary purposes as a teacher with the Board and its predecessor in both the secondary and elementary panels including any periods as a long term occasional teacher in the secondary and elementary panel; then
 - (iii) total teaching experience recognized for salary purposes; then
 - (iv) by lot conducted jointly by the Parties.

22.04 Challenging the Lists

- (a) Within five (5) teaching days of the posting of the March lists in the schools, each teacher shall scrutinize the lists and report any discrepancies, omissions or errors to the Bargaining Unit President.
- (b) Within ten (10) teaching days of the posting of the March lists in the schools, the Bargaining Unit President shall report the discrepancies, omissions or errors to the executive of the Federation.
- (c) Within fifteen (15) teaching days of the posting of the March lists in the schools, the Director of Education shall respond to any discrepancies, omissions or errors brought forward by the Bargaining Unit President.
- (d) Any discrepancies, omissions or errors involving the placement of a teacher on or within the listings or the number of points assigned to a teacher for experience and qualifications which are not satisfactorily resolved by the reply of the Director of Education may be referred to Arbitration under the provisions of Article XIX provided the reference is made within (ten) 10 teaching days of the reply from the Director of Education in Clause 22.04 (c).

22.05 Interpretations

- (a) Provided that the teacher teaches from September 1st to the following August 31st, a teacher who has taught any portion of a timetable will receive one (1) full seniority point.
- (b) Teachers accepting part timetables or part years of teaching as part of the solution to redundancy shall be in all cases considered to be on leave of absence for that part of the year in which they do not teach, and for seniority purposes shall receive one (1) seniority point.

ARTICLE XXIII – REDUNDANCY REVIEW COMMITTEE

- 23.01 The Redundancy Review Committee shall be composed of:
- (a) two **(2)** Board representatives;
 - (b) two **(2)** secondary teachers appointed by the Federation; and
 - (c) one (1) administrator appointed by the Board who shall be non-voting and consultative to the Committee.
- 23.02 The Committee shall have access to all information pertinent to its consideration of redundancy or a surplus teacher situation, including but not limited to the following:
- (a) current enrolment and forecasts of enrolment for the next and following school years;
 - (b) demographic studies of the **community** or communities as they may be available;
 - (c) forecasts of potential areas of redundancy and surplus situations by school and by subject field;
 - (d) records of past redundancies, surplus situations, transfers and new hirings;
 - (e) forecasts and all current information concerning potential and actual retirements or separation from employment for any other reason(s) including incompetency.
- 23.03 In the event that the Redundancy Review Committee cannot reach a majority decision on a matter referred to it by a School Staffing Committee under the provision of Clause 24.02, the matter shall be referred to Arbitration under the following procedure:
- (a) The matter shall be referred forthwith to an arbitrator chosen in accordance with the provisions of Clause 23.03 (c), who shall meet with the Redundancy Review Committee to hear the views and positions of the members of the Redundancy Review Committee and to hear such other evidence as the arbitrator feels is necessary. The arbitrator shall make a final and binding decision which must not have the effect of modifying, amending or violating this Agreement on the matter in dispute and transmit it to the Redundancy Review committee. The arbitrator must act within such a time frame that the time limits imposed by Clause 24.02 may be reasonably met.
 - (b) The Parties to the Agreement agree to share equally the costs of the arbitrator and any reasonable expenses incurred by the arbitrator.
 - (c)
 - (i) The arbitrator for a particular matter shall be chosen from a list of arbitrators prepared by the Parties to this Agreement.
 - (ii) Arbitrators shall be chosen in turn from the list. Thus, if the arbitrator third on the list has been chosen for a case, the next case will be offered to the arbitrator fourth on the list. If an arbitrator declines a case, the next arbitrator on the list will be chosen and so on until an arbitrator accepts the case or all arbitrators on the list have declined the case. (Note: After the last arbitrator on the list is offered a case, the choice returns to the first arbitrator on the list.)
 - (iii) An arbitrator who does not accept a case within twelve (12) hours of the case being offered shall be deemed to have declined the case.
 - (iv) If no arbitrator on the list accepts the case, representatives of the Parties shall meet within a further twenty-four **(24)** hours. These representatives shall nominate two (2) persons (one [1] to represent the interests of the District and one [1] to represent the interests of the Board) who shall have agreed to serve as arbitrator if chosen. The arbitrator shall be chosen from the two (2) nominees by lot.

- (v) Arbitrators shall be placed on the list of arbitrators from lists drawn up by the Parties—one (1) list drawn up by the Board and one (1) list drawn up by the District. The arbitrators shall be placed on the list of arbitrators alternately from the two (2) lists prepared by the Parties. The decision as to which list shall be used first shall be made by lot. The list of arbitrators shall contain four (4), six (6) or eight (8) names. The list of arbitrators shall be established no earlier than February 1st and no later than February 15th of each year.
- (d) The Parties to this Agreement recognize that in proceeding under this Clause time is of the essence.
- (e) The Parties to this Agreement recognize the importance of choosing arbitrators who are capable of understanding the needs of a school and the children attending that school within the constraints of this Agreement.
- (f) Any matter which may be subject to Arbitration under the provisions of this Clause shall not be subject to Arbitration under the provisions of Article XIX.

ARTICLE XXIV – REDUNDANCY PROCEDURES

Redundancy shall be determined on a county wide basis, according to the following procedures.

- 24.01
 - (a) The "Common Comprehensive Staffing Form" shall be used by all Principals in staffing.
 - (b) The School Staffing Committee (S.S.C.), prior to the principal's choice of staff for the following school year, shall advise all teachers of the process underway for Redundancy.
 - (c) Teachers shall be declared surplus in each secondary school according to the seniority ranking on the school seniority lists. This principle shall be followed except in special cases noted in Clause 24.02 (b), (c) and (d).
- 24.02 By the first Tuesday in April, the S.S.C. shall receive the principal's choice of staff for the following school year. Within three (3) school days, the S.S.C. shall examine and approve the principal's choice of staff for the following school year. In cases where a member of the S.S.C. does not agree with the principal's choice then the matter shall be referred to the Redundancy Review Committee (R.R.C.) for a ruling. The selection of staff for the next school year should be made according to the following criteria:
 - (a) Subject to Clause 24.02 (b) and (c) teachers with the least seniority on the school's seniority lists are declared surplus first.
 - (b) Teachers must be qualified, as of the date of the commencement of the assignment, to teach the classes assigned to them according to Regulation 184, RRO 1997 and Regulation 298, RRO 1990 which may be amended from time to time.
 - (c) A female teacher must be available to teach girl's guidance and a female teacher must be available to teach girl's physical education or a female teacher must be available to teach both girl's guidance and girl's physical education; a male teacher must be available to teach boy's guidance and a male teacher must be available to teach boy's physical education or a male teacher must be available to teach both boy's guidance and boy's physical education.
 - (d) A teacher of special education must have successfully completed part one of the special education specialist certificate course prior to assuming the position and must attain a specialist certificate in special education within one (1) year of assuming the position. It is understood that illness or unavailability of courses in Ontario that prevent a teacher from completing the specialist course will result in the granting of an extension by the Board. Other compelling reasons that prevent a teacher from completing the specialist course may result in the granting of an extension by the Board.
 - (e) Any appointment of a teacher consultant from a school to central staff or return of a teacher consultant from central staff to originating school which has been approved by the Board prior to the S.S.C. receiving the principal's choice of staff shall be taken into account in the principal's choice of staff and by the S.S.C.
- 24.03 Within one (1) week of the S.S.C. approval, the principal of the school shall provide for the Director of Education, each member of the R.R.C. and the Bargaining Unit President:

- (a) the completed "Common Comprehensive Staffing Form";
 - (b) a list of the staff surplus to the requirements of the school with their seniority points, seniority ranking, and the subjects they are qualified to teach;
 - (c) the number and description of vacant sections;
 - (d) current information concerning possible attrition of teachers presently on staff.
- 24.04 Within one (1) week of receipt of the information required by Clause 24.03, the Director shall:
- (a) make a composite listing by school and subject of all vacant sections in the county;
 - (b) make a county list of all surplus teachers in two (2) parts as outlined in Clause 24.03 (b);
 - (c) cause to be convened a meeting of all the principals, the R.R.C. and representatives of Administration for the purposes of assessing the redundancy situation;
 - (d) make a list of all teaching positions with teachers having less seniority than the most senior surplus teacher.
- 24.05 Within one (1) week of the meeting of Clause 24.04 (c), each principal shall follow the procedure below.
- (a) Post a listing of all vacant teaching sections in the county in the staff room.
 - (b) Notify in writing each teacher in the school whose name appears on the listing in Clause 24.03 (b), that the teacher is surplus to the needs of the school. Each teacher shall receive with the letter that teacher's ranking on the surplus teacher list as well as lists showing by school and subject each vacant section, and positions held by teachers who have less seniority than the surplus teacher.
 - (c) Notify in writing each teacher with less seniority than those teachers appearing on the listing in Clause 24.03 (b), that there are teachers surplus to the needs of the other schools of the county who have more seniority than the teacher has and who have rights under this Agreement which may lead to a teacher with more seniority displacing teachers with less seniority. This notification in writing shall advise the recipients that because of their seniority they are subject to being displaced.
- 24.06
- (a) Each surplus teacher must, within three (3) school days of the notification of Clause 24.05, submit to the R.R.C. through the Personnel Office, a list, in order of priority of those vacant sections and/or positions that are being applied for or seek access to voluntary reduced timetable status as per Clause 24.11. The surplus teacher shall list a number of choices equal to the number of that teacher's rank on the surplus teacher list. Except as provided by Clause 24.06 (f), surplus teachers can only apply for vacant sections or positions occupied by teachers with less seniority and for which they are qualified according to Clause 24.02 (b).
 - (b) Within eleven (11) school days of the meeting of Clause 24.04 (c), the R.R.C. shall meet to place the surplus teacher applicants in vacant sections and/or one of the positions they have applied for and so inform them.
 - (c) Teachers whose positions have been filled by surplus teachers with more seniority shall be placed on the surplus teacher list in Clause 24.03 (b). Clauses 24.05 (b) and 24.06 will be repeated (using the preceding procedure) until all teachers on the surplus list have been placed or there is no position for which they are entitled.
 - (d) Surplus teachers who displace a teacher in another school, do not choose a timetable, but a school. The principal and S.S.C. will then rearrange assignments to teachers in the school so the teacher with the fewest points is released subject to Clause 24.02 (b).
 - (e) Following the placement of surplus teachers in another school, teachers listed in Clause 24.05 (c) who are no longer in a position to be displaced shall be so informed.
 - (f) A teacher, other than as provided in Clause 25.05 may not under surplus-bumping procedure claim a greater timetable than was being worked in the current year.
- 24.07
- (a) Subject to the prior application of the provisions of Clause 24.10(b), as additional vacancies occur in the secondary schools, the principals will inform the Director of Education, who will in turn notify all teachers who are still on the surplus teacher list.

- (b) Surplus teachers must apply to the Director for these vacant positions within three (3) days of the notice being posted and date-stamped by the school on the school bulletin board. The Director of Education, subject to Clause 24.06 (b), will appoint the surplus teacher highest on the seniority list who is qualified for the position. If any vacant position is filled by a surplus teacher who has fewer points than at least one (1) other surplus teacher applicant or all applications are rejected, the R.R.C. will be so informed and given the reasons why before official notification to applicants. The Director of Education will inform the R.R.C. of all such placements.
- 24.08 (a) The Redundancy Review Committee will meet on May 22nd, or as soon as possible thereafter to examine the current surplus teacher situation and if necessary, to apply to all surplus teachers who have indicated that they wish to remain with the Board and who have not obtained a position within the county by this date, the methods of retaining and funding surplus teachers that have been agreed upon by the Board and the teachers in this Agreement.
- (b) The Redundancy Review Committee shall be kept informed of all manoeuvres occurring as a result of actions taken by any Party with respect to the procedures explained in Article XXIV.
- 24.09 Teachers surplus to the needs of the system and who have not accepted or been offered a solution by the Redundancy Review Committee by May 31st shall be released by the Board from their employment and be given a letter stating that the sole reason for their release from employment was redundancy.
- 24.10 (a) No teacher may be declared surplus to his/her home school where a teacher ranked lower on the seniority list occupies a position for which the teacher is qualified according to certification or will be qualified (by Regulation) as of the date of the commencement of the assignment.
- (b) Until May 31st, surplus teachers who have accepted a position at another school in the county, may return to their original school, subject to seniority, if a vacancy for which they are qualified occurs. In the case of any new vacancy, the position shall be first offered, subject to seniority, to a teacher surplus to that school who is qualified by certification for the job vacancy or will be qualified (by Regulation) as of the date of the commencement of the assignment. In each case the teacher must accept or reject within forty-eight (48) hours.
- (c) A teacher declared redundant may use special leave with pay for job interviews.
- (d) The procedures for redundancy will not be used as a substitute for procedures for incompetency.
- (e) No advertising shall take place; no applications shall be received; and no interviews shall take place from or with teachers not incumbent to the system unless there is mutual agreement with the Federation that no teacher on the surplus list in Clause 24.03 (a) (i) has the certificate qualifications for the position, had applied for the position and had the application refused. The restriction of Clause 24.06 (9) does not apply in this situation.
- (f) Teachers released as redundant who have not found an alternative teaching position may extend their Fringe Benefit coverage for a three (3) month period at the expense of the teacher. Payments are made to the Board prior to payment by the Board to the Insurer.
- (g) No mutual consent shall be granted until necessary in order to place a surplus teacher who cannot otherwise be placed.
- 24.11 Teachers who have their timetables reduced for the next year [per Clause 24.06 (a)] from that of the current year shall be granted voluntary reduced timetables. They shall be entitled to percentage of full-time entitlement existing immediately prior to the granting of voluntary reduced timetables during staffing for the year following the year for which their timetables have been reduced. They shall have the right to claim vacant periods in their school for which they are qualified as these arise following completion of redundancy procedures. Vacant periods shall be offered in order of seniority. Refusal to accept a vacant period or periods does not affect timetable rights during staffing for the following year. Refusal of vacant periods cancels further right of claim for that school year.
- 24.12 A surplus teacher who accepts a reduced timetable for the next year in a different school shall be granted voluntary reduced timetable status. They shall have timetable rights as in Clause 24.11 (in the new school).

ARTICLE XXV – PERMANENT SUPPLY, SEVERANCE PAY, RECALL AND VOLUNTARY REDUCED TIMETABLES

25.01 Permanent Supply

Subject to Clause 25.03 permanent teachers who are declared redundant and have not obtained alternative teaching positions by the first day of September following such declaration, will be appointed supply teachers according to the redundancy point system, under the following terms and conditions.

- (a) Maximum of seven full-time equivalent teachers, for a minimum of
$$\frac{\text{total teaching service with R.C.D.S.B. or Predecessor}}{\text{total years of employment with R.C.D.S.B. or predecessor}} \times 150 \text{ days,}$$
 for one year only, at regular salary, pro-rated according to days worked.
- (b) If a teaching position becomes available in the County for which a supply teacher is qualified, the appointed supply teacher selected by the principal shall accept. If the teacher feels unable to accept the position, appointment as a supply teacher under Clause 25.01 is terminated. A teacher who accepts a position under this sub-section will be evaluated for competence as a first year teacher, if the teacher has not taught in this subject area in the previous five (5) years.
- (c) Supply teacher positions established under Clause 25.01 which become vacant after September 15th, will not be filled that school year.
- (d) The Board will pay benefits according to Article XII.
- (e) Supply teachers are selected according to point totals, in the County, with no more than one (1) full-time equivalent appointed supply teacher per school.
- (f) Supply teachers shall be prepared to serve at schools within thirty-five (35) miles of their home school.
- (g) Teachers offered supply teaching under the terms of this clause may decline in favour of severance pay.
- (h) Effective September 1, 1985, permanent supply teachers appointed to positions under the terms of Clause 25.04 (Recall) shall have seniority for time spent as a permanent supply teacher. This seniority is in addition to the seniority restored under Clause 25.04 (f).

25.02 Severance Pay

- (a) Subject to Clauses 25.03 and 25.02 (b), any teacher covered by this Agreement who has at least four (4) years of continuous service with the Board whose employment is terminated because of redundancy shall receive a severance allowance amounting to 2% of the highest salary earned in a school year in the employ of the Board for each year of service with the Board to a maximum of 50% of said highest salary earned, within fourteen (14) calendar days of the termination of employment.
- (b) Any teacher who receives a 3/4 time supply teaching position in accordance with Clause 25.01 is ineligible for a severance allowance.

25.03 Conditions on Permanent Supply and Severance Pay

- (a) Teachers who fail under Clause 24.06 (a) to apply for positions for which they are qualified are ineligible for a severance allowance and supply teaching.

- (b) Teachers who fail to apply for each vacant position of which they were notified in accordance with Clause 24.08 (a) and for which they are qualified within the time limits specified in Clause 24.08 (b) are ineligible for a severance allowance and 3/4 time supply teaching.
- (c) Any teacher who is offered a transfer to another teaching position within Renfrew County is ineligible for a severance allowance and 3/4 time supply teaching.

25.04 Recall

Teachers who have been declared redundant have rights to re-employment for three (3) school years following the school year in which they are declared redundant under the following conditions:

- (a) They must have qualifications consistent with the requirements of Clauses 24.02 (b) and (d) listed on their Ontario Teachers' Qualifications Record Card (or be able to obtain such qualifications before commencing their duties) that match the position advertised. In cases that are disputed, the R.R.C. shall make the final decision after consultation with the S.S.C. of the school concerned.
- (b) They must repay any severance allowance paid to them by the Board or forfeit any future rights under Clause 25.01 and 25.02.
- (c) They had not turned down a position offered by the R.R.C.
- (d) The redundant teachers have maintained their names on a current and updated list at the office of the Superintendent of Human Resources.
- (e) Upon return to employment under this Clause the teacher will have the same seniority points as when the teacher left.
- (f) Where more than one (1) applicant has rights to re-employment and meets the conditions above, the Board shall choose the teacher to be re-employed.

25.05 Voluntary Reduced Timetables

- (a) A teacher may make application to the principal for a reduced timetable for the next school year.
- (b) Except for applications originating under Clause 24.11, applications for such reduced timetables must be made in time for the principal to meet the commitment with the S.S.C. as set out in Clause 24.02 and a response will be made as soon as possible.
- (c) Where the principal chooses to accept an application for such a reduced timetable, the principal shall give the teacher a letter showing the timetable the teacher was working when the original application was made. Where the application is for the continuation of a reduced timetable, the letter shall show the timetable worked shown in the previous letter. The letter shall indicate that the teacher has elected voluntary timetable reduction.
- (d) A teacher whose voluntary timetable reduction will not be continued shall have the right, subject to the provisions of Article XXIV, to return the next school year to the timetable indicated in the letter issued under Clause 25.05 (c).
- (e) Where a teacher cannot be returned to the timetable indicated in the letter issued under Clause 25.05 (c), the teacher shall be deemed to have that timetable for the purposes of Article XXIV.
- (f) The principal is not obligated to offer vacant periods that may arise during the year for which the reduced timetable is requested. The teacher by refusing vacant period does not lose established timetable entitlement [as per Clause 25.05 (c)] during staffing for the following year.

ARTICLE XXVI – COMMUNICATIONS

- 26.01 Upon the refusal of their application for:
- (a) promotion;
 - (b) leave of absence;
 - (c) exchange;
- teachers will be informed of the specific reason(s) for such refusal.

ARTICLE XXVII – OSSTF DUES AND LEVIES

- 27.01 On each pay date on which a teacher is paid, the Board shall deduct from each teacher the OSSTF dues and any levy chargeable by **OSSTF**. The amounts shall be determined by **OSSTF** in accordance with its constitution and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 27.02 The **OSSTF** dues and any levy shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. The first remittance for September in each year shall be accompanied by a list identifying the teachers, their Identification numbers, annual salary, salary for the period, and the amounts deducted. Subsequent remittances will be accompanied with a list of changes from the previous month's list.
- 27.03 Any levy authorized by OSSTF and directed to District 28, OSSTF shall be deducted and remitted to the Treasurer of District 28, **OSSTF**, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their Identification numbers, annual salary, salary for the period, and the amounts deducted.
- 27.04 OSSTF and/or District 28, OSSTF as the case may be, shall indemnify and hold the Board harmless for any claims, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or District 28, OSSTF.

E XXVIII – EXCHANGE PROGRAMS AND OVERSEAS TEACHING ASSIGNMENTS

- 28.01 The Board supports the following types of exchange programs and overseas teaching assignments:

- (a) In-County Exchanges
- (b) In-Province Exchanges
- (c) Ministry of Education Exchange Program
- (d) Faculty of Education
- (e) D.N.D. Overseas Assignments
- (f) C.U.S.O. Assignments

28.02 In-County Exchanges

Teachers may arrange exchanges between two (2) positions in the County provided the Superintendents concerned support this exchange. For purposes of the seniority list and redundancy procedures, the teachers concerned will still be considered as part of their original schools.

28.03 In-Province Exchanges

Teachers may arrange exchanges between schools in the province provided that the Superintendent supports this exchange. The teachers making the exchanges shall continue to be paid by their original employing Boards (Responsibility Allowances will be paid only if the teachers also exchange similar responsibilities).

28.04 For in-county and in-province exchanges application must be made to the Board not later than March 15th for exchanges which will take effect the following September 1st. An exchange shall normally be for one (1) year.

28.05 Ministry of Education Exchange Programs

- (a) Interested teachers must apply to the Board not later than the November 1st prior to the school year in which the exchange will take effect. The Board shall reply to the application not later than December 1st of the same year.
- (b) For the exchange to take effect, the Board must have been advised of the completion of all necessary arrangements for the exchange not later than four (4) months prior to the date on which the exchange commences.
- (c) The applicant teacher must fulfil all the conditions set down by the Ministry of Education in its annual Exchange Teaching memorandum.
- (d) The salary which the Board will pay its own employee teacher while on exchange will be the salary the teacher would have received had the teacher not been on exchange (Responsibility Allowances will be paid only if the teachers also exchange similar responsibilities) and the Board will make the normal deductions as follows:
 - (i) Ontario Teachers' Pension Plan
Income Tax
Life Insurance (basic and supplementary)- (if applicable)
Long Term Disability (if applicable)
 - (ii) OHIP (for a period of four [4] months)
Supplementary Medical (for a period of four [4] months)
 - (iii) The regulations of OHIP only permit coverage for a period of four [4] months from the date of becoming non-resident. Depending on the destination of the exchange teacher, the administration will attempt to obtain insurance coverage for the teacher, and the Board will pay 87.5% of the premium up to a maximum of the amount applicable should the teacher have remained in Ontario.

28.06 Department of National Defence Overseas Teaching Assignments

The Board approves, in principle, lending its teachers to the Department of National Defence on the following conditions:

- (a) Interested teachers must apply to the Board not later than October 1st for leave which takes effect the following September 1st.
- (b) The Department of National Defence must have formally accepted the Board's nomination by April 1st of the year in question.
- (c) The teacher agrees that the salary the Board pays will be the lesser of the salary that would otherwise have been earned with the Board or the amount that the Department of National Defence will reimburse the Board.

28.07 C.U.S.O. Assignments

The Board approves, in principle, lending its teachers to developing nations on the following conditions:

- (a) Interested teachers must apply to the Board not later than December 1st for leave which takes effect the following September.

- (b) The teacher will be paid by C.U.S.O. during this assignment.
- 28.08 There may not be more than 4% of the secondary staff on assignment as outlined in Clauses 28.03, 28.05, 28.06 and 28.07.
- 28.09 The Board must approve any specific exchange or overseas teaching assignment before it is granted.
- 28.10 Prior to approving any of the exchanges or teaching assignments outlined in Clause 28.01, the Board will examine the seniority lists and the probable redundancy situation to ensure that no candidate for these positions would be declared redundant during the period of exchange or overseas teaching or in the year immediately following such exchange or overseas teaching assignments. Notwithstanding the above, teachers on exchanges or overseas teaching assignments are subject to redundancy procedures during the exchange or overseas teaching assignment and in the following years.
- 28.11 Teachers involved in exchanges or on overseas teaching assignments as outlined in Clause 28.01 will continue to accrue seniority.

ARTICLE XXIX – X OVER Y PLAN

29.01 Purpose

Under this plan a participating teacher agrees to work for a period of time at less pay than that teacher would have received based upon category placement, years of experience and any applicable allowances. In return the Board agrees to grant the participating teacher a self-funded leave (leave with pay). A plan approved under this provision would normally be between two (2) and five (5) years in duration.

29.02 Eligibility

Any permanent teacher with the Board is eligible to participate in this plan.

29.03 Applications

- (a) A teacher wishing to participate in this plan must submit a written application to the Superintendent on the Administering Committee not later than the January 7th preceding the school year in which the teacher wishes to enter the plan.
- (b) The application must describe the individual scheme as to number of semesters of participation, the amount by which the regular pay will be reduced for each non-leave semester of the plan and the semester(s) in which the leave is to be taken.
- (c) Each teacher submitting an application to participate in this plan shall be sent by March 1st written confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

29.04 Conditions for Acceptance

- (a) No individual scheme will be recommended for acceptance if more than 4% of the teaching staff projected for the year in which the leave would be granted would as a result be on leave under this plan.
- (b) No individual scheme will be recommended for acceptance if the participating teacher will have less than three (3) years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.

- (c) No individual scheme will be recommended for acceptance if the leave of absence is not fully funded by the teacher in advance.
- (d) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave.

29.05 Contract

- (a) Each participating teacher shall execute a contract with the Board wherein are set out the terms and conditions of participation in the plan.
- (b) The contract must be executed by March 15th or the teacher shall be deemed to have withdrawn the application to participate in the plan.
- (c) This contract shall be enforceable between the teacher and the Board as though it were a part of this Agreement.
- (d) The contract may be amended from time to time by mutual agreement the amendments affect neither the length nor the starting date of the leave, they are made prior to the June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.
- (e) The contract may be amended from time to time by mutual agreement with respect either to the length or the starting date of the leave provided the amendments are approved by the Administering Committee and the Board.
- (f) The Administering Committee will receive a copy of the contract and any amendments which may be subsequently made.

29.06 Leave

- (a)
 - (i) Where deferred salary is involved, the leave period must commence after a period not exceeding six (6) years after the initial date of deferral.
 - (ii) Leave periods cannot be postponed beyond the maximum time limit although they may be postponed within the maximum time limit.
 - (iii) The leave must immediately follow the deferral period.
- (b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.
- (c) During a leave granted under this plan, fringe benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the teacher.
- (d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.
- (e) All provisions of this Clause shall be subject to Revenue Canada regulations.

29.07 Return from Leave

- (a) Subject to the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to the school taught in immediately prior to the leave.
- (b) Subject to declining or changing enrolment patterns and the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to any position of responsibility held immediately prior to the leave.

- (c) Upon return from a leave granted under this plan a participating teacher shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.
- (d) The participating teacher must return to the employment of the Board after the leave period for a period that is not less than the leave period.

29.08 Payment

- (a) During ~~non-leave~~ portions of the individual scheme, the participating teacher shall be paid normal grid salary and allowances less the amount set out in the individual scheme by which the participating teacher's normal grid salary and allowances are to be reduced.
- (b) During the ~~non-leave~~ portion of the individual scheme, the amount by which the participating teacher's normal grid salary and allowances are reduced (i.e., the amount set out by the participating teacher) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the Administering Committee and interest earned thereby shall accrue to the benefit of the trust.
- (c) During the leave portion of the individual scheme, the participating teacher shall be paid an amount which consists of the sum accumulated in the trust. Interest accumulated in the trust will be paid to the participating teacher in accordance with Revenue Canada regulations.
- (d) During participation in the plan, the participating teacher shall be paid on those dates and in the amounts established by Article ~~XI~~.
- (e) Provided the Board offers "Direct Deposit" under Clause 11.01 (b), during the leave portion of the individual scheme, the participating teacher's cheque will continue to be deposited. If for any reason the Board ceases direct deposit under Clause 11.01 (b), the participating teacher's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

29.09 Withdrawal, Redundancy and Death

- (a)
 - (i) A participating teacher may not withdraw from the plan on or after March 15th of the school year in which leave is to commence.
 - (ii) A participating teacher may withdraw from the plan at any time prior to March 15th of the school year in which the leave is to commence by delivering written notice of withdrawal to the Superintendent on the Administering Committee.
- (b) A participating teacher who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.
- (c) A participating teacher who withdraws from the plan under the circumstances of Clause 29.09 (a) (ii) or (b) shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of withdrawal.
- (d) The estate of a participating teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.
- (e) A participating teacher who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating teacher remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest thereon.

- (f) The estate of a participating teacher who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.

29.10 Deferral of Leave

- (a) If a suitable replacement for a participating teacher cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating teacher written notice at least three (3) months before the date on which the leave was to commence.
- (b) In such a case, the participating teacher may choose to withdraw from the plan or remain in the plan by giving the Superintendent on the Administering Committee written notice of intent within ten (10) days of notification of deferral of leave.
- (c) Where the teacher chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain in the plan or the teacher shall be deemed to have withdrawn from the plan.
- (d) Where the teacher chooses to remain in the plan the money in trust shall continue to accrue interest.

29.11 Administering Committee

- (a) This plan shall be administered by two (2) representatives of the Board.
- (b)
 - (i) The Administering Committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved or that it has no recommendation.
 - (ii) In screening the applications the Administering Committee shall consider the needs of the applicant's school, the numbers expected to be on leave under this plan in the year a leave is requested and, subject to Clause 29.04, any other factors it considers relevant.
 - (iii) The recommendations of the Administering Committee shall be made to the Board in such time for the Board to be able to deal with them at a regular meeting of the Board prior to March 1st.
- (c)
 - (i) Throughout a teacher's participation in the plan, the control of the trust established by Clause 29.08 (b) shall be vested solely in the Administering Committee on behalf of the participant.
 - (ii) The Administering Committee shall be responsible for the choice of chartered bank, trust company, credit union or other recognized financial institution to which the money held in trust shall be paid.
- (d) During the leave portion of an individual scheme, the Administering Committee shall arrange for payment to the Board, in advance of the Board making payment to the participating teacher, the amounts set out in Clause 29.08 (c).
- (e) The Administering Committee shall carry out such steps as it considers necessary to ensure participating teachers are aware of their rights and privileges under the Teachers' Pension Plan and the Income Tax Act.
- (f) The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

ARTICLE XXX – SUMMER SCHOOL, NIGHT SCHOOL AND ADULT DAY SCHOOLS

- 30.01 In the selection of staff for night and summer school credit programs, the Board shall, to the extent consistent with the requirements of any collective agreements that may cover summer and night school teaching, hire according to the following order or priority:

- (a) teachers of the Branch Affiliate who are involuntarily teaching part-time in the regular day school program because of the surplus provisions of the Agreement or those teachers who are surplus;
 - (b) teachers of the Branch Affiliate for whom summer/night school credit courses extend their part timetables (Note: time in excess of a full timetable falls under Clause 30.01 (c));
 - (c) other teachers of the Branch Affiliate.
- 30.02 Selection of staff for night/summer school credit programs will take into consideration qualifications and experience in the courses concerned.
- 30.03 For purposes of summer school credit courses, extension of a part-time teacher's timetable refers to the year following the summer school in question.
- 30.04 For a teacher who is neither redundant nor involuntarily part-time in the regular day school program, inclusion of night and/or summer school in the teacher's timetable shall require the approval of the day school principal in consultation with the Superintendent.
- 30.05 (a) Rates of pay for teachers in Clause 30.01 (a) and (b) shall be as follows:

$$\frac{X}{110} \times \frac{\text{position on grid}}{6}$$

where X = # hours taught, summer school new credit courses = 110
 summer school repeat credit courses = 55

- (b) (i) Teachers covered by Clause 30.01 (c) or any teacher not already a teacher of the Branch Affiliate hired to teach a night or summer school credit program shall be paid at the rate of \$26.04 (~~\$24.34~~) per hour plus 4% vacation pay of \$0.97 per hour and 3% statutory holiday pay of \$0.73 per hour).
- (ii) The provisions of Articles 14, 20, 28 and 31 apply. No other provisions of this Agreement apply [save and except to the extent the teacher is employed outside the provisions of Clause 30.01(c) or Clause 30.05(b)(ii)].

30.06 All provisions of the Collective Agreement apply to Alternative School teachers. There is deemed to be a single Adult Day School.

ARTICLE XXXI - PERSONNEL FILES

- 31.01 Upon request, a teacher or designated representatives shall have the right to examine a teacher's personnel file in the presence of a Board representative.
- 31.02 Upon request a teacher or designated representatives shall be entitled, without cost, to a copy of any materials contained in the teacher's personnel file.
- 31.03 Where there is a twenty-four (24) month period during which no letter of discipline has been entered on the file, all previous letters of discipline with respect to the teacher shall be destroyed.

Notwithstanding the foregoing, where the letter of discipline incident involves an interaction with a student it shall be maintained in a teacher's personnel file for a period of five (5) years. Thereafter, the letter of discipline shall not affect the teacher's standing and shall not be considered, relied upon or referred to for purposes of advancement, promotion or discipline.

ARTICLE XXXII – PRINCIPALS AND VICE-PRINCIPALS

- 32.01 A teacher who is appointed to the position of principal or vice-principal and who returns to the Bargaining Unit within a period not exceeding one (1) year shall retain the seniority held at the time of leaving the Bargaining Unit. Return to the Bargaining Unit may only be through a successful application to a posted vacancy.

ARTICLE XXXIII – PROBATIONARY PERIOD

- 33.01 A newly hired teacher, part-time or full-time, shall serve a one (1) year probationary period.

ARTICLE XXXIV – HEALTH AND SAFETY

- 34.01 The Board shall recognize its obligations to provide a safe and healthful environment for teachers and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

ARTICLE XXXV – ELECTRONICALLY DELIVERED CREDIT COURSES

- 35.01 Teachers assigned to teach electronically delivered credit courses shall be subject to the workload provisions as set out in this Collective Agreement.
- 35.02 Students from within the Board shall be recorded on the day school register of the secondary school the student regularly attends (or the secondary school that is the work location of the teacher assigned to the electronic classroom).
- 35.03 Secondary school students, twenty-one (21) years of age or over, who are taking credit courses through an electronically delivered curriculum shall be assigned to a class taught by a teacher of District 28, Teacher Bargaining Unit and shall be recorded on the register at the work location of that teacher or on the register of the secondary school the student regularly attends.
- 35.04 Credits granted in whole or in part via electronic programming shall be used to generate FTE teachers with the District 28, Teacher Bargaining Unit.
- 35.05 Unless otherwise agreed by the Board, District 28, Teacher Bargaining Unit and the individual teacher assigned to the class, all electronically delivered courses shall be scheduled during the regular school day, and the teacher's work location shall be in a secondary school within the board's jurisdiction.
- 35.06 The Parties agree that should the Ministry of Education initiate changes in funding for electronically delivered credits that result in the courses not being funded under the regular day school under twenty-one (21) program and the over twenty-one (21) continuing education program, the Board and District 28, Teacher Bargaining Unit will meet to review Article XXXV with the intent of making electronically delivered courses financially self-sustaining within the funding provided by the Ministry of Education.

ARTICLE XXXVI – TEACHER PERFORMANCE APPRAISALS

- 36.01 The Board has and shall continue to consult with District 28, Teacher Bargaining Unit in the development of the Policy and Procedures regarding Teacher Performance Appraisals. This consultation shall continue prior to making modifications to the Policy and Procedures.
- 36.02 When a teacher receives a Performance Appraisal which is rated unsatisfactory the Board shall, with the written permission of the teacher, notify the Bargaining Unit President.
- 36.03 Subject to Regulation 298 pursuant to Education Act, teachers in charge of organizational units shall not make judgements about a teacher's performance for the purpose of the Teacher Performance Appraisal.

- 36.04 In the pre-observation meeting prior to a teacher Performance Appraisal, a date and time for classroom observation shall be established which provides at least forty-eight (48) hours of notice prior to such classroom observation.
- 36.05 For a teacher who has received two (2) consecutive Performance Appraisals with an over-all rating of unsatisfactory, a grievance may be filed in accordance with Article XIX.

ARTICLE XXXVII – CRIMINAL BACKGROUND CHECKS

- 37.01 The Renfrew County District School Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- 37.02 Any action taken by the Board affecting a teacher that is related to the Criminal Background check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human Rights Code and the Agreement and may be the subject of a grievance.

ARTICLE XXXVIII – ATTENDANCE AND WELLNESS PROGRAM

- 38.01 The OSSTF reserves the right to grieve that the procedures outlined in the Attendance and Wellness Program has not been followed.
- 38.02 When a teacher is required to attend a meeting to discuss concerns about attendance the teacher is entitled to bring an OSSTF representative to the meeting.
- 38.03 Notwithstanding Clause 16.01 (j), when the Board chooses a physician, practitioner, hospital or health facility from a list agreed to by the Parties and requires the teacher to attend and secure a medical certificate or other documentation, the Board shall reimburse the cost of such certificate or documentation to the teacher within fourteen (14) calendar days of receiving proof of the payment.
- 38.04 A copy of any letter, where a teacher is placed on the Attendance and Wellness program shall be sent to the Bargaining Unit president.

ARTICLE XXXIX – HARASSMENT

- 39.01 The Board and the Federation agree that every teacher has the right to freedom from harassment in the working environment.

ARTICLE XL – SIGNATURES

Dated at Pembroke, this 10th day of March, 2009

Signed and agreed on behalf of the Renfrew
County District School Board

Signed and agreed on behalf of the Ontario
Secondary School Teachers' Federation,
District 28

Margaret Spring

John [unclear]

[unclear]

R. Kuehl

K. Johnson

[unclear]

[unclear]

[unclear]

LETTER OF UNDERSTANDING
BETWEEN
THE RENFREW COUNTY DISTRICT SCHOOL BOARD
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION,
DISTRICT 28

1. Group Benefits

The parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional provincial annual enhancement of \$33 million effective in 2010-11, to enhance group benefits and other working conditions to be locally negotiated for implementation by September 1, 2010.

The Board must spend no less than their allocated amount under this enhancement.

The OSSTF District 28 Secondary Teachers' Bargaining Unit share of the Board's allocation, under the Ministry's \$33 million enhancement, shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, occasional teachers shall be excluded. All group benefit coverage levels, provisions, and practices in place in 2007-08, and not revised under the Ministry's \$33 million enhancement, shall remain status quo for this agreement.

The total Board's estimated funding is \$167,901 subject to October 31, 2008 enrolment which is due to the Ministry of Education by December 31, 2008 and the 2008-2009 Financial Statements. The Unit's estimated share is \$43,918. The OSSTF Secondary Teachers' Bargaining Unit agrees that the Office Managers' Bargaining Unit can elect to participate in the Benefit Plans (excluding Group Life) of the OSSTF Secondary Teachers' Bargaining Unit Benefit Agreement. The parties shall determine the appropriate implementation date. This Unit's estimated share is \$1,140. As of December 10, 2008 OSSTF has indicated that its priorities are as follows:

- increase premium sharing for Supplementary Medical and Semi-Private Hospital Coverage on the basis of 5% by the teacher and 95% by the Board for teachers working 60% or more of full-time and for teachers working less than 60% of full-time will receive 47.5% assistance on the cost of premiums;
- increase premium sharing for the Dental Plan to 95% paid by the Board for teachers working 60% or more of full-time and 47.5% paid by the Board for teachers working less than 60% of full-time;
- require mandatory generic drug substitution;
- removal of combined yearly maximum of \$1,500 from paramedicals;
- include eye examinations within the current vision care maximum.

The Board shall share the financial analysis and calculations of this allocation with OSSTF District 28 Secondary Teachers' Bargaining Unit. The Negotiating Committees for the parties shall meet in the spring of 2010 to finalize the Group Benefit changes to be effective September 1, 2010.

The Board shall provide OSSTF District 28 Secondary Teachers' Bargaining Unit with the requested disclosure to inform decision making on this matter, The nature of the disclosure will be similar to, but not limited to, the information provided by Boards in a public procurement process.

2. Student Success Teachers

The parties will use the Staffing Allocations Committee to review and deploy the staffing allocation in the Appendix "Student Success Teachers" of the PDT Agreement between the Ontario Secondary

School Teachers' Federation and the Ontario Public School Boards' Association dated November 27, 2008 within the following parameters.

The Staffing Allocations Committee shall meet no later than February 28 of each year to discuss the implementation of (c) below.

- (a) As part of their Board-Wide Improvement Plan and comprehensive Student Success Plan, and within the resources provided by the Government, the Board will articulate a strategy to enhance programs and services for students over four (4) years.
- (b) The parties acknowledge their Staffing Allocations Committee to locally identify and promote effective practices for student success.
- (c) This strategy will lead to the deployment and identification of a minimum average of 1.0 Student Success Teacher FTE per secondary school.

The number of FTE Student Success Teachers shall be:

2008-2009	8.8
2009-2010	9.5
2010-2011	10.7
2011-2012	11.8
2012-2013	12.8

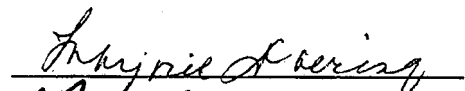

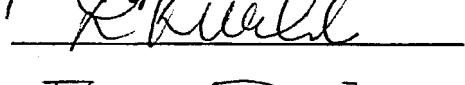
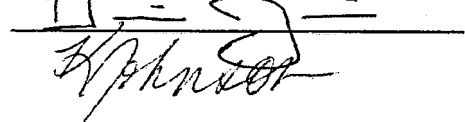
- (d) The strategy shall determine the deployment of the Student Success Teachers according to the following criteria:

- release time to enhance individual support for at-risk and disengaged students;
- credit recovery and/or credit rescue;
- increases in course offerings to improve student engagement;
- strategic class size reductions (e.g. in Applied courses);
- other evidence-based strategies that improve student outcomes, as determined locally.

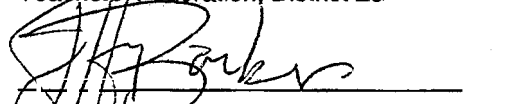

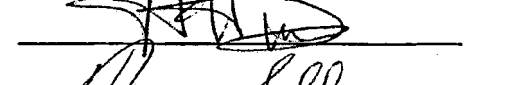
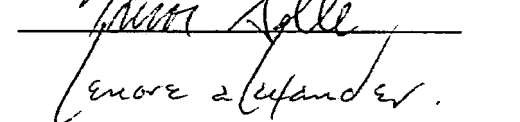
- 3. The Renfrew County District School Board and OSSTF District 28 are committed to improve student achievement, reduce gaps in student outcomes, and increase confidence in publicly funded education. This statement is non-grievable.

Dated at Pembroke, Ontario this 10th day of December, 2008.

On behalf of the Renfrew County District School Board

On behalf of Ontario Secondary School Teachers' Federation, District 28

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