

# Collective Agreement

Between



**The Ontario Secondary School Teachers' Federation**  
(hereinafter called "OSSTF" or "Union")

representing

**The Secondary Teachers of District 26 of the OSSTF**  
Employed by the Board  
(hereinafter called the "Bargaining Unit")

And



**The Upper Canada District School Board**  
**District Board #26**  
(hereinafter called "Employer" or "Board")

September 1<sup>st</sup>, 2004  
to  
August 31<sup>st</sup>, 2008

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## **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "the Agreement", to set forth the terms which have been mutually agreed upon and which shall be applicable to all teachers of the Bargaining Unit, including teachers on a Letter of Permission during the currency of the letter of permission and the Employer during the effective period of the Agreement.
- 1.02 It is the intent of the parties to maintain harmonious relationships in the co-operative endeavour to deliver the highest quality of educational services to students in the secondary panel.

## **ARTICLE 2 - EFFECTIVE PERIOD**

- 2.01 This Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within a period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.02 If either party gives notice of its desire to negotiate amendments in accordance with Section 2.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 2.03 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 2.04 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lockout" shall have the meaning ascribed to them in the Ontario Labour Relations Act and the Education Act.

## **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the OSSTF as the exclusive bargaining agent of all teachers, including teachers on a Letter of Permission as defined in the Education Act, who are employed in its secondary panel.
- 3.01.01 The Surplus and Redundancy provisions (article 21) shall not apply to temporary teachers.
- 3.01.02 Should a temporary teacher, while on the currency of a Letter of Permission, receive an Interim Certificate of Qualifications or Certificate of Qualifications from the Ontario College of Teachers, the temporary teacher shall
- a) no longer be considered a temporary teacher and shall be considered a teacher under the Education Act;
  - b) have an entitlement; and
  - c) have rights to the Surplus and Redundancy provision recognized at the date of their certification.
- 3.02 OSSTF members, who are currently or who are appointed to the position of Consultant/Coordinator/Special Assignment Teacher (SAT), shall be deemed to perform the majority of their duties in the secondary panel and shall retain their OSSTF Bargaining Unit affiliation for the period they remain in the position.
- 3.03 The Employer recognizes the negotiating team appointed by the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.04 The Parties recognize the right of each to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 3.05 In negotiations for a new or renewal collective agreement, each of the parties recognizes the right of the other party to be represented by a committee of not more than six (6) persons, inclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions that may be made from time to time.
- 3.06 The Employer and the Bargaining Unit agree that all letters and appendices attached shall form an integral part of the Collective Agreement.

#### **ARTICLE 4 - CATEGORY DEFINITIONS AND TEACHER QUALIFICATIONS**

- 4.01 Category definitions shall be those established by the Ontario Secondary School Teachers' Federation. For the purpose of salary categorization the Employer recognizes the Certification Rating Statement issued by the OSSTF Certification Division. Teachers shall be paid in accordance with their Certification Rating Statement based on the Ontario Secondary School Teachers' Federation Certification Plan as per the following:

Effective September 1, 2004: Certification Plan as of September 2003  
Effective September 1, 2005: Certification Plan as of September 2004  
Effective September 1, 2006: Certification Plan as of September 2005  
Effective September 1, 2007: Certification Plan as of September 2006

- 4.02 It shall be incumbent upon the teacher to provide documented proof in the form of a Group Rating Statement from the OSSTF as to the teacher's appropriate group classification in accordance with Article 4.01 hereof.
- 4.03 A teacher who qualifies for a change in category shall receive the appropriate differential remunerative amount within thirty (30) days of receipt of the revised Certification Rating Statement by the Employer. Where documents are submitted to OSSTF on or before December 31<sup>st</sup>, a teacher shall receive an adjustment in salary retroactive to September 1<sup>st</sup> of that school year. The teacher shall notify the Employer in writing of such a submission being made. Where documents are submitted to OSSTF on or after January 1<sup>st</sup>, and on or before June 30<sup>th</sup>, a teacher shall receive an adjustment in salary retroactive to January 1<sup>st</sup> of that school year, when the notification of the change is subsequently received. Notwithstanding the above, teachers, who have given written notice to the Employer that they have made application for such change in category, and who through no fault of their own are unable to provide the Certification Rating Statement by December 31<sup>st</sup> or June 30<sup>th</sup>, shall not be penalized.
- 4.04 All teachers employed on Letters of Standing shall be paid according to their Letter of Evaluation from OSSTF with the appropriate category placement.
- 4.05 All teachers employed on Interim Certificates of Qualifications shall be paid according to their Letter of Evaluation from OSSTF with the appropriate category placement.

#### **ARTICLE 5 - SALARY SCHEDULE**

- 5.01 For each teacher, the teacher's annual salary shall equal the teacher's base salary plus allowances.
- 5.02 Part-time teachers shall be paid their salary in the ratio that the teacher's scheduled time bears to that of a full time teacher.

5.03

5.03.01 Effective September 1, 2004, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	37,940	38,962	40,932	43,407
1	39,980	41,211	43,549	46,391
2	42,020	43,567	46,166	49,379
3	44,061	45,923	48,783	52,362
4	46,099	48,277	51,399	55,349
5	48,139	50,632	54,403	58,339
6	50,180	52,987	57,405	61,332
7	52,535	55,342	60,410	64,324
8	54,890	57,698	63,414	67,315
9	57,609	60,421	66,769	70,716
10	60,326	63,147	70,122	74,119
11	63,045	65,870	73,476	77,520

5.03.03 Effective September 1, 2006, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	39,396	40,458	42,503	45,073
1	41,515	42,793	45,220	48,171
2	43,633	45,239	47,938	51,274
3	45,752	47,686	50,655	54,372
4	47,868	50,130	53,371	57,473
5	49,986	52,575	56,491	60,578
6	52,106	55,020	59,608	63,686
7	54,551	57,466	62,729	66,792
8	56,996	59,912	65,848	69,898
9	59,820	62,740	69,331	73,430
10	62,641	65,570	72,813	76,963
11	65,464	68,398	76,296	80,495

5.03.02 Effective September 1, 2005, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	38,699	39,742	41,751	44,276
1	40,780	42,036	44,420	47,319
2	42,861	44,439	47,090	50,367
3	44,943	46,842	49,759	53,410
4	47,021	49,243	52,427	56,456
5	49,102	51,645	55,492	59,506
6	51,184	54,047	58,554	62,559
7	53,586	56,449	61,619	65,611
8	55,988	58,852	64,683	68,662
9	58,762	61,630	68,105	72,131
10	61,533	64,410	71,525	75,602
11	64,306	67,188	74,946	79,071

5.03.04 Effective the 98<sup>th</sup> school day in 2006-2007 school year (14<sup>th</sup> pay), the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	39,948	41,025	43,099	45,705
1	42,097	43,393	45,854	48,846
2	44,244	45,873	48,610	51,992
3	46,393	48,354	51,365	55,134
4	48,539	50,832	54,119	58,278
5	50,686	53,312	57,282	61,427
6	52,836	55,791	60,443	64,578
7	55,315	58,271	63,608	67,728
8	57,794	60,751	66,770	70,877
9	60,658	63,619	70,302	74,459
10	63,518	66,488	73,833	78,041
11	66,381	69,356	77,365	81,622

5.03.05 Effective September 1, 2007, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	41,147	42,256	44,392	47,077
1	43,360	44,695	47,230	50,312
2	45,572	47,250	50,069	53,552
3	47,785	49,805	52,906	56,789
4	49,996	52,357	55,743	60,027
5	52,207	54,912	59,001	63,270
6	54,422	57,465	62,257	66,516
7	56,975	60,020	65,517	69,760
8	59,528	62,574	68,774	73,004
9	62,478	65,528	72,412	76,693
10	65,424	68,483	76,048	80,383
11	68,373	71,437	79,686	84,071

5.04 Each teacher shall be placed on the salary schedule in accordance with their category rating statement and recognized years of teaching experience. Until a category rating statement has been provided by the teacher, such teacher shall be paid on Group 1 of the salary schedule.

5.04.01 Should a temporary teacher, while on the currency of a Letter of Permission, receive an Interim Certificate of Qualifications or Certificate of Qualifications from the Ontario College of Teachers, the temporary teacher shall be retroactively paid to the date of hire as a temporary teacher, at the appropriate Group.

- 5.05 For initial grid placement, the following provisions shall apply:
- a. all teaching experience, including long-term occasional teaching experience, acquired in a secondary or elementary school in Canada.
  - b. other teaching experience deemed relevant by the Employer to the teacher's assignment shall be recognized to the maximum for the applicable category, such as continuing education credit courses, teaching experience in a College of Applied Arts and Technology, University, or Faculty/College of Education or teaching in an elementary or secondary school outside Canada shall be recognized on the basis of one grid step for every year of such experience to maximum of category.
  - c. other related experience in a profession, industry or trade deemed relevant by the Employer to the teacher's assignment on the basis of one grid step for every two years of such experience to maximum of category and provided that such experience has not been used to satisfy entrance requirements to a Faculty of Education in pursuit of a degree or diploma in education.
  - d. where the sum of the of experience calculated in a, b, c above results in partial years 0.5 or greater shall be rounded up and 0.499 or lesser shall be rounded down.
  - e. Incremental advances on the salary grid shall be implemented as of September 1<sup>st</sup> of each year.
  - f. there shall be no reassessment of prior experience recognition of teachers on staff prior to September 1<sup>st</sup>, 2000.

5.06 For purposes of advancing on the salary schedule, part-time teaching and periods of less than a year shall be accumulated.

Effective on and after September 1, 2002, a part-time teacher who obtains an additional assignment as a long-term occasional teacher of the Employer, shall have such teaching experience recognized for the purpose of advancing on the salary schedule.

- a. Such experience outlined above shall be added to previously accumulated experience. Where the accumulated total results in partial years, 0.5 or greater shall be rounded up and 0.499 or lesser shall be rounded down.
- b. In no event shall the accumulation of such experience exceed one full year's credit within the period from September 1 to August 31, inclusive.
- c. Incremental advances on the salary grid shall be implemented as of September 1<sup>st</sup> of each year.

5.07 A teacher who has a post graduate degree that is not used for category placement for that teacher shall receive an annual allowance as provided below:

	Effective September 1, 2004
A Master's Degree	\$936/a
Ph.D. or Doctorate	\$1289/a

- 5.07.01 In no case shall a teacher receive more than one (1) allowance under this article. An eligible teacher holding a Ph.D. degree or Doctorate will be paid for the higher degree only.
- 5.07.02 The onus shall be on the teacher to provide a statement that a degree other than from a Canadian university is recognized by a Canadian university or by the Ontario Ministry of Education.
- 5.07.03 Notwithstanding, effective September 1, 2004 teachers who are in receipt of an additional degree allowance as provided for by the former Prescott-Russell predecessor Board, shall continue to receive an annual Master's degree allowance of \$1214, or an annual Ph.D. allowance of \$1401.
- 5.07.04 No teacher in receipt of post graduate degree allowance(s) prior to September 1, 2004, shall be negatively impacted.
- 5.08 Program Leaders shall receive an annual allowance above grid placement, in accordance with the following:
- |  |          |
|--|----------|
| Effective September 1, 2004: .....   | \$3551/a |
| Effective September 1, 2005: .....   | \$3622/a |
| Effective September 1, 2006: .....   | \$3687/a |
| Effective the 98 <sup>th</sup> school day in 2006-2007 school year (14 <sup>th</sup> pay): ..... | \$3738/a |
| Effective September 1, 2007: .....   | \$3851/a |
- 5.09 No teacher covered by this agreement shall be paid more or less than any other teacher of equal qualifications, recognized experience and responsibility.
- 5.10 Employment Insurance Rebate  
The Employer shall pay to the Bargaining Unit forthwith on or before the end of each school year, the Employment Insurance rebate applicable to the Bargaining Unit members and provide to the President of the Bargaining Unit full particulars with respect to the amount remitted.

**ARTICLE 6 - METHOD OF PAYMENT**

- 6.01 Teachers shall be paid their annual salary entitlement in twenty-six (26) biweekly instalments. Salary, subject to statutory or other authorized deductions, shall be paid on Fridays, by direct deposit to a financial institution, which participates in the National Electronic Funds Transfer System, as determined by the teacher.
- 6.02 A teacher who leaves the employ of the Employer or commences an unpaid leave of absence during the school year shall be paid any salary owing less required deductions up to the last day worked. Such payment shall be made within (30) thirty days of the termination of employment or the commencement of a leave.
- 6.03 Full-time teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to the date of retirement/resignation or commencement of the leave. Salary shall be prorated accordingly.
- 6.04 For a teacher leaving active employment during a semester the calculation of salary owing shall be prorated during the semester based on the ratio of the number of days worked by the teacher over the number of work days in the semester.

## **ARTICLE 7 - UNION DUES**

- 7.01 Pursuant to the Ontario Labour Relations Act on each pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit and forwarded in writing to the Employer at least (30) thirty days prior to the expected date of change.
- 7.02 The OSSTF dues deducted in 7.01 shall be remitted to the  
Treasurer of OSSTF  
60 Mobile Drive  
Toronto, Ontario  
M4A 2P3  
no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, salary for the period, and the amount deducted as well as their home address and phone number. The Employer shall provide to the President of the Bargaining Unit, on a monthly basis, documents to support all deductions from the pay of members in regard to OSSTF dues and levies.
- 7.03 The local levy specified by the Bargaining Unit in 7.01, if any, shall be deducted and remitted to the President of the Bargaining Unit, 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 employees, their S.I.N., annual salary, salary for the period, and the amount deducted. Any monies so deducted under Article 7.00 shall be reflected as a deduction on employees' T4 slips.
- 7.04 OSSTF shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

## **ARTICLE 8 - PAYROLL DEDUCTIONS**

- 8.01 Canada Savings Bonds  
The Employer shall accommodate the purchase of Canada Savings Bonds, by teachers by providing for payroll deductions and necessary remittances. Canada Savings Bonds will be available at the point of purchase at the Employer's financial institution unless the teacher makes alternative arrangements with the Employer's financial institution.
- 8.02 Registered Retirement Savings Plans  
The Employer shall administer a registered retirement savings plan through payroll deductions with the Ontario Teachers' Group. Teachers contributing to an RRSP payroll deduction plan may participate in a monthly contribution program via payroll deduction.
- 8.03 The Employer's only responsibility would be to deduct and remit contributions and would be saved harmless from any other implications with respect to the establishment of these particular plans.

## **ARTICLE 9 - SENIORITY**

- 9.01 The Employer shall maintain a list of all Bargaining Unit members on staff with the Employer in order of acquired seniority.
- 9.02 Seniority shall be the length of continuous service with the Employer or its predecessor Employers as a Teacher of the Secondary Bargaining Unit from the first day worked after last being hired. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.
- 9.03 The seniority list shall be ordered such that the most senior teacher is at the top of the list and the most junior is at the bottom.
- 9.04 The seniority list shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than March 1st of each school year.



- 9.05 On the seniority list, the most junior teachers shall have identified their first day worked after last being hired, their assigned workplace and their entitlement. The list shall consist of those one hundred (100) most junior teachers identified as of September 1,1999 plus any teacher hired by the Employer thereafter.
- 9.06 Errors in the calculation of a teacher's seniority shall be brought to the attention of the Employer and the Bargaining Unit in writing by the Teacher within ten (10) working days.
- i) Any such error shall be resolved in (a) meeting(s) between the Bargaining Unit and the Employer.
  - ii) Such changes shall be recorded in writing and an amended seniority list established and posted in each workplace within twenty (20) working days of the initial posting of the list.
  - iii) Subsequent changes to the list so established shall indicate only additions and deletions to the list.
- 9.07 Newly hired teachers shall be added to the seniority list based on their first day of work and tie breaking criteria as outlined in 9.08
- 9.08 Should a tie occur based on the first day of work the following criteria shall be used to break the tie, if necessary:
- i) total years of secondary teaching experience with the Employer or its predecessor Employers; THEN
  - ii) total years of teaching experience with the Employer or its predecessor Employers; THEN
  - iii) total years of secondary school teaching experience in Canada; THEN
  - iv) total years of secondary Long-Term Occasional teaching experience in Canada; THEN
  - iv) by lot conducted by the Director of Education or designate and the Bargaining Unit President or designate.

The above criteria shall be applied and shown on the seniority list in advance for all teachers identified in clause 9.05.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

#### **ARTICLE 10 - STAFFING AND STAFFING GENERATION**

Effective September 1, 2005, the following provisions shall be in effect and shall be applied:

- 10.01 The FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, of 22 to 1. For each school year, based on a projected secondary ADE enrolment, the number of FTE classroom teachers delivering credits, TR Leger and the Prescott-Russell Tri-County alternative education program, shall be not less than the quotient of such projected ADE enrolment and 19.00, subject to any applicable amendments to the Education Act or regulations.
- 10.02 The number of FTE guidance teachers shall be calculated in accordance with the funding regulations.
- 10.03 The number of FTE teacher librarians shall be calculated in accordance with the funding regulations.
- 10.04 Allocations to Special Education and to central support positions shall be determined by the Employer in accordance with the provincial funding generated for each of these areas and budget decisions of the Employer.
- 10.05 The number of FTE staff allocated to schools for credit courses shall be used in the area for which it has been allocated.

## **ARTICLE 11 - JOINT SECONDARY STAFFING REVIEW COMMITTEE**

- 11.01 A Joint Secondary Staffing Review Committee shall be established by September 30 and maintained from year to year.
- 11.02 The Joint Secondary Staffing Review Committee shall be established with equal representation between the Employer and the Bargaining Unit as follows:
- three (3) Union representatives, as designated by the President of the Bargaining Unit;
  - three (3) Employer representatives, as designated by the Director of Education.
- 11.03 The Employer shall determine the total number of FTE teachers required for the next school year based on the requirements of legislation, the projected enrolment and the provisions of the collective agreement. The Joint Secondary Staffing Review Committee shall review the calculations and the resulting system-wide and school allocations to classroom credit courses, Guidance, Library and non-credit Special Education.
- Following review of the system and school allocations by the Joint Secondary Staffing Committee, the Employer shall advise the principals of the school and system allocations described in Article 11.03 above.
- 11.04 The Joint Secondary Staffing Review Committee shall review the distribution of the “minimum eligible course obligations” to classroom teachers within schools at least twice during the school year.
- 11.05 The Joint Secondary Staffing Review Committee shall monitor the application of surplus and redundancy procedures, as set out in Article 21.

## **ARTICLE 12 - IN-SCHOOL STAFFING COMMITTEE**

- 12.01 An In-School Staffing Committee shall be established by September 30 and maintained from year to year in each secondary school.
- 12.02 The In-School Staffing Committee shall be comprised of the following school personnel:
- the OSSTF Branch Steward or designate;
  - a second representative from the Branch Executive;
  - the Principal;
  - the Vice-Principal.
- 12.03 The role of the In-School Staffing Committee shall be:
- to review the staffing allocation provided to the school, as described in Article 11.03 above;
  - to review the instructional and supervisory assignments of Teachers as determined by the Principal;
  - to review preliminary determinations regarding Teachers who may be surplus to the school, prior to such surplus declarations;
- 12.04 The Committee may seek the advice of the Joint Secondary Staffing Review Committee on matters within the scope of the Committee’s authority.
- 12.05 The In-School Staffing Committee shall meet as required in the spring prior to the Staff Placement Meeting, once prior to the end of September, and within two weeks following the commencement of second semester.

**ARTICLE 13 - TEACHER WORKLOAD**

Effective September 1, 2005, the following provisions shall be in effect and shall be applied:

- 13.01 Each full-time Teacher shall be assigned a maximum of 6.0 periods in a school year.
- 13.01.01 In schools where Multi-Subject Instructional Periods (MSIP) exist, assignments in one 60-minute period shall count as one period of assignment.
- 13.01.01.01 For each period of assignment defined in 13.01 allocated in a semester, a teacher shall be assigned an additional 22.5, 60-minute periods in that same semester. Such additional assignments shall be to an MSIP period.

A teacher assigned to a non-credit course in a semester may be assigned, in lieu of MSIP periods, the additional 22.5, 60-minute periods within the same non-credit course assignment in that same semester. The teacher shall be advised prior to the beginning of the semester.

A teacher shall not be assigned more than one MSIP period (or equivalent) per day.

- 13.01.01.02 No more than 33 students shall be allocated to any one MSIP period.
- 13.01.02 When making such assignments to a Teacher, the Principal shall limit the number of half-credit assignments to two (2) per year and consider the preference of the teacher with respect to a half-credit assignment. Upon consent, in writing, a teacher may accept more than two (2) half-credit assignments per year.
- 13.01.03 The Principal shall make every reasonable effort to limit a teacher's assignment of multilevel, multi-grade or multi-subject courses to one per year.
- 13.02 To ensure the safety of students and to support the learning environment, teachers will be assigned additional Alternative Professional Assignments which shall be comprised of a combination of on-calls, student supervision, student mentorship and teacher mentorship
- 13.02.01 On an annual basis, teachers shall be assigned the following total number of half-periods of Alternative Professional Assignments:

Effective Date	# of half-periods (37.5 minute) in Non-MSIP School	# of half-periods (30 minute) in MSIP School
Sept. 1, 2005	55	69
Sept. 1, 2007	52	65

- 13.02.02 No more than 60 percent of the half-periods as outlined in Article 13.02.01 shall be assigned as on-calls to any teacher
- 13.02.03 Supervision assignments may include study hall, lunch duty, Computer Site Administration, bus supervision, and/or other supervision of students, as determined by the Principal in consultation with the In-School Staffing Committee. All such supervision assignments will be distributed equitably amongst teachers.
- 13.02.04 A teacher shall not be assigned more than one (1) half period of supervision, or on-call in a day or more than two (2) half periods in one week.  
  
Notwithstanding, upon mutual agreement between the teacher and the principal, a teacher may be assigned two (2) half periods of on-call in one day.
- 13.02.05 Alternative Professional Assignments shall be exclusive of the daily 5-minute home form and shall be assigned within the school day.

13.03 A part-time Teacher's workload, as defined in article 13.01 and 13.02, shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment. Such prorating shall be administered in accordance with the following chart:

# of Periods assigned during the School Year	Yearly FTE Status
6	1.00
5	0.83
4	0.67
3	0.50
2	0.33
1	0.17

13.04 Teachers shall not be assigned duties during the instructional day, other than those outlined above. Time during the instructional day not assigned shall be used by the Teacher for preparation, marking and related professional duties. Time not assigned shall not be less than 4 periods per a 5 day work week.

13.05 Except by mutual agreement of the classroom teacher, the Board and the Bargaining Unit, no Teacher shall be assigned more than 3.0 of the 6.0 assignments as per article 13.01, in a semester.

13.06 Unless otherwise agreed by the Employer and the Bargaining Unit, periods shall not exceed 75 minutes in length on average per day.

13.07 No Teacher shall be assigned more than 225 consecutive minutes of time without a break of a minimum of ten (10) consecutive minutes.

13.08 Each Teacher shall have a scheduled interval between classes for a lunch break, which shall be not less than forty (40) consecutive minutes every day and which shall be free of any assigned duties and between the hours of 10.30 a.m. and 2:00 p.m.

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

13.10 Effective September 1, 2005, the following maximum class sizes shall not be exceeded:

	Maximum	Flexibility
Academic/University	31	+2
University&College	29	+2
College	28	+2
Applied	26	+1
Open	27	+2
Workplace	19	+1
Essential, Pathways, Workways, Literacy , Learning Strategies	15	+1
Technical Shops* & Family Studies practical classes where equipment being used poses a safety hazard	19	+1
Co-op (each 1.0 credit assigned to a co-operative education teacher shall be deemed equivalent to a 1.0 pupil)	25	+1

\* *Grade 9 Integrated Technology courses where students use stationary powered equipment, compressed air tools, torches, hand-held power tools (designed to shape, cut, grind, or bore holes into materials), and/or equipment required by the Employer to have a "Stop" sign affixed to them shall be considered a class where "equipment being used poses a safety hazard", regardless of the frequency and regularity of use of such tools or equipment*

13.10.01 The maximum number of students in a class that contains more than one course shall be the lowest maximum of the courses represented.

13.10.02 Prior to October 1<sup>st</sup> for the first semester and prior to March 1<sup>st</sup> for the second semester, a class may exceed the maxima outlined in this article by no more than the applicable Flexibility number for that class.

By October 1<sup>st</sup> for the first semester and March 1<sup>st</sup> for the second semester an individual teacher's class size may be no more than the maximum, plus the applicable Flexibility for that class and no teacher's total number of students in a semester shall exceed the sum total of the applicable maxima (excluding the applicable Flexibility), plus three (3) students.

13.10.03 The Employer and the Union shall work cooperatively to monitor the application of the class size maxima. The Joint Secondary Staffing Review Committee shall decide the class size for any course that appears not to fit within the parameters of the chart.

13.11 Mixed Schools

OSSTF members assigned workload below the grade 9 level shall be required to provide consent, in writing, prior to beginning of the assignment, annually.

**ARTICLE 14 - SCHOOL YEAR**

14.01 The length of the school year shall be the minimum required under the Education Act.

14.02 A Teacher shall not be required to work any days preceding the official start of the school year for students, unless the school year calendar must include a day preceding the official start of the school year for students in order to comply with the minimum number of days in a year under the Act.

14.03 Teachers who agree with a written request from the Employer to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled by mutual agreement of the Principal and the teacher during the course of the school year. The duties of the Teacher who is taking compensating days shall not be assigned to another member of the Bargaining Unit.

**ARTICLE 15 - BENEFITS**

15.01 Benefits

15.01.01 Each teacher covered by this agreement shall participate in mandatory plans and have the right to participate in optional benefit plans currently provided by Sun Life and OTIP:

- basic group life (mandatory);
- optional group life (optional);
- extended health, including vision care (mandatory for full-time teachers, optional for part-time teachers);
- dental care (mandatory for full-time teachers, optional for part-time teachers);
- OTIP long-term disability (mandatory);
- Employee Assistance Plan (mandatory).

Family coverage shall include the teacher, his/her spouse, dependent children under the age of 21 years or under the age of 25 years while in full-time attendance at a post-secondary institution.

15.01.02 A spouse is defined as a person in a same-sex relationship, a common law relationship, or in a married relationship.

15.01.03 The Employer shall supply annually to the Bargaining Unit President copies of the group benefit policies as available from the insurance carrier.

15.01.04 At the point of hire and when changes in coverage occur, each teacher shall be provided with an information booklet outlining benefit coverages.

- 15.01.05 The parties agree that there shall be a Joint OSSTF-Employer Benefits Committee composed of two (2) representatives appointed by each party. The committee shall meet at least twice per school year to review all information related to these benefits plans. The committee can recommend changes to the current benefit plans. Any change to the current plan recommended by the committee is subject to ratification by the Bargaining Unit.
- 15.02 Group Life Insurance
- 15.02.01 The Employee shall pay 100% of the cost of the premium of basic group life insurance, based on one (1) times annual salary, rounded to the next highest thousand dollars (\$1000), of the Bargaining Unit member.
- 15.02.01.01 Teachers shall be eligible to receive this benefit during the period from September 1 to August 31, inclusive, if premiums were paid on behalf of that teacher in that period of time.
- 15.02.02 At their own expense, a teacher may purchase optional group life insurance for the teacher and/or spouse in units of \$20,000.00 up to \$300,000.00, with the premiums remitted by the Employer through payroll deduction.
- 15.02.03 Members of the Bargaining Unit shall have the option to either increase or decrease the life insurance coverage for themselves and/or for their spouse, with evidence of insurability.
- 15.03 Extended Health Care and Dental Care
- 15.03.01 The Employer shall pay 100% of the premium cost for each full-time teacher for an extended health plan.
- 15.03.02 The Employer shall pay 100% of the premium costs for each full-time teacher for a dental care plan. The premium cost shall reflect the ODA schedule of fees as of September 1<sup>st</sup> of each year.
- 15.04 Eligibility of Part-time Teachers for Extended Health Care and Dental Care
- 15.04.01 Part-time teachers whose yearly FTE employment status is 0.5 or greater shall be eligible to participate in full coverage of the extended health and dental care plans, for the period commencing September 1 and ending August 31.
- 15.04.02 Prior to September 1 of each school year or at point of hire (whichever is later), the Employer shall solicit such part-time teachers to determine if they will participate in full coverage of these benefits. The Employer shall indicate to the part-time teacher, the expected teacher's portion of contribution to premiums.
- 15.04.03 The Employer shall pay the percent of the premium costs for extended health and dental care plans equal to the part-time teacher's yearly FTE employment status in the school year. The part-time teacher shall pay the difference between the Employer's premium contribution and the total premium costs for full coverage in such plans. The Employer shall deduct such payments in equal amounts from the part-time teacher's pays in accordance with the current deduction schedule.
- 15.04.03.01 Notwithstanding 15.04.03, a part-time teacher whose yearly employment status is 0.5 and is assigned in one semester only, shall have 100% of the benefits premiums paid by the Employer during the semester the teacher is active. Such member shall have the option of maintaining benefit coverage in the remainder of the year at their sole expense. The teacher will remit to the Employer, on a monthly basis, the following month's premium to cover this period.
- 15.04.04 Part-time teachers who increase their yearly employment status during the school year, shall have the amounts in 15.04.03 reflected and adjusted effective the date they assume their increased duties resulting from an increase in employment status.

15.05 Long-Term Disability  
 15.05.01 All members hired on or after September 1, 1998 and those insured under the existing LTD Plan shall participate in the Bargaining Unit's OTIP LTD plan and shall pay 100% of the premium cost. The waiting period for accessing long-term disability benefits for an eligible teacher shall not exceed ninety (90) working days. The Employer agrees to deduct the required premium costs for each teacher through payroll deductions and to remit the same to the Insurance Company.

15.06 Teachers on Leave of Absence or Lay-off  
 15.06.01 An eligible teacher who is on an unpaid leave of absence or on lay-off subject to recall may continue to participate in the benefit plans applicable to the teacher at the teacher's sole expense. Such teacher shall remit full premium costs monthly in advance to the Employer failing which benefit coverage for that teacher shall be cancelled upon fourteen (14) days notice.

**ARTICLE 16 - ACCUMULATED SICK LEAVE and GRATUITY**

16.01 Each full-time teacher who is actively employed shall be credited with twenty (20) days sick leave on the first working day of the school year the unused balance of which shall be accumulated to the teacher's sick leave account to a maximum of two-hundred and eighty (280) days.

16.02 On the first day worked in the school year, a part-time teacher shall be credited with a pro-rated number of sick leave days based on the ratio of the teacher's workload to the workload of a full-time teacher, in accordance with the following table:

Teacher Yearly Employment Status	# of Sick Leave Days credited
1.00	20
0.83	17
0.67	13.5
0.5	10
0.33	7
0.17	3.5

16.03 Teachers who commence employment during the school year shall be credited, on the first day of employment, with a prorated number of sick leave days rounded to the nearest one-half day.

16.04 Teachers shall continue to receive their full pay for absences caused by sickness beyond twenty (20) days up to the amount of their accumulated sick leave credits.

16.05 A newly hired teacher shall be entitled to transfer accumulated sick leave from a previous school Employer to the teacher's accumulated sick leave account with the Employer.

16.06 A teacher who has been credited with sick leave by the Employer under the sick leave provisions of a predecessor Board of the Upper Canada District School Board or another collective agreement with the Upper Canada District School Board shall be entitled to have such accumulated sick leave credited to the teacher's current sick leave account.

16.07 The Employer may require certification by a physician or a licentiate of dental surgery to support absences related to sickness. Such certification shall normally be required after five (5) consecutive working days. Upon production of a receipt, the Employer shall reimburse the teacher for the cost of obtaining such certification.

16.08 The Employer shall maintain a record of the teacher's credited and accumulated sick leave and shall inform the teacher in writing on or about November 1<sup>st</sup> of each school year as to the crediting and accumulation of the teacher's sick leave.

16.09 On leaving the employ of the Employer, teachers shall receive a statement of their sick leave standing to the teacher's credit, duly certified by the Employer.

16.10 Retirement Gratuity

16.10.01 A teacher retiring from the teaching profession for the reason of health or age, or any reason approved by the Board after ten (10) or more years of continuous service with the Board or predecessor Boards, shall be entitled to a retirement gratuity to a maximum of two hundred (200) days calculated using the following:

$$\frac{\text{Length of service in years} + 5}{\text{(maximum 20 years)}} \times 50 \times \frac{\text{Sick Day Credits}}{\text{(Maximum 200 days)}} \times \frac{\text{Annual salary at the time of retirement}}{200}$$

16.10.01.01 Notwithstanding, any teacher hired prior to January 1, 1998 by the Leeds-Grenville predecessor Board, shall be deemed, for the purposes of Article 16.10.01, to have 10 years or more of continuous service and shall be deemed to have 20 years of length of service for calculation purposes.

16.10.01.02 Notwithstanding, any teacher hired by the Lanark predecessor Board on or after September 1, 1978 (excluding those teachers on the permanent or probationary staff as of August 31, 1978) and prior to January 1, 1998, shall, effective September 1, 2004, receive a retirement gratuity calculated in 16.10.01.

Any teacher on the permanent or probationary staff as of August 31, 1978 in the former Lanark predecessor Board shall receive a retirement gratuity calculated in 16.10.01, OR

$$\frac{\text{Number of Years' Continuous Service}}{\text{(Maximum 25)}} \times 100 \times \text{Last Annual Salary Rate}$$

...whichever produces the greater result.

16.10.02 The retirement gratuity shall not exceed an amount equal to one-half (½) the annual salary of the teacher at the time of retirement.

16.10.03 For the purposes of 16.10.01, "age" shall mean -  
1) sixty-five (65) years of age not later than August 31, next following the date of retirement, or  
2) the age at which a teacher is in receipt of a pension from the Teachers' Pension Plan Board.

...whichever is earlier.

16.10.04 In the event of the death of a teacher, either before or after retirement, benefits, if any, arising from this plan shall be paid to the named beneficiary in a letter sent to the Board by the teacher. If no letter has been sent to the Board by the teacher, benefits shall be paid to the estate of the deceased teacher.

**ARTICLE 17 - LEAVES OF ABSENCE**

17.01 Short-term Leaves

A teacher shall be granted a leave of absence with continuation of salary, benefits, and other entitlements in the following circumstances;

17.01.01 attendant on and coincident with the death of a spouse, parent, ward or a person in loco parentis, sibling, child, mother-in-law, father-in-law; a maximum of five (5) working days.

17.01.02 attendant on and coincident with the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild; a maximum of three (3) working days.

17.01.03 attendant on and coincident with the death of an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; a maximum of one (1) working day.



- 17.01.04 the serious illness of a spouse, child or parent; up to a maximum of two (2) days.
- 17.01.05 for working days on which the teacher is required to serve as a juror.
- 17.01.06 for working days on which the teacher is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- 17.01.07 for working days on which the teacher is subject to subpoena as a witness in judicial or tribunal proceedings to which the teacher is not an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the teacher is to give testimony.
- 17.01.08 attendant on and coincident with the observance by the teacher of his/her religion to a maximum of five (5) days in a school year.
- 17.01.09 when in the opinion of the Principal or Vice-Principal, it is considered hazardous for teachers to travel to or from school or to be in school, then the teacher shall be excused so long as the hazard exists. If, in the opinion of the teacher, it is hazardous to travel, and the Principal disagrees, then the teacher shall have deducted one (1) day credit from his/her accumulated sick leave credits.
- 17.01.10 A teacher shall be entitled to two (2) personal leave days per school year for serious personal reasons. No more than ten percent (10%) of the teachers in any one school shall use personal leave days on any one day. Except for unforeseen circumstances, the teacher shall make the request to the Principal at least twenty four (24) hours in advance.
- 17.02 At the discretion of the Director of Education or designate, extension of leaves may be approved for a teacher on terms and conditions as indicated in the written response to the request.
- 17.03 Family Medical Leave
- 17.03.01 A teacher shall be entitled to a Family Medical Leave as described in the Ontario Employment Standards Act.
- 17.03.02 A teacher on Family Medical Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the member been actively employed, including, but not limited to, accumulation of credit for sick leave, seniority, and experience, and participation in benefits.
- 17.03.03 A teacher returning from Family Medical Leave shall be re-instated to the same position held in the same worksite prior to the leave, subject to the application of Surplus/Redundancy provisions.
- 17.04 Union Leaves
- 17.04.01 Leave of absence with continuation of salary, benefits and other entitlement shall be granted for Union activities in the district subject to the following limitations:
  - a) A maximum of three (3.0) full-time equivalent teachers in any school year, provided that such leave for any teacher shall be in blocks of 0.5 or 1 only.
  - b) Written request to the Director of Education not later than May 15<sup>th</sup> in the school year preceding the leave identifying the teachers who will be on Union leave.
  - c) Re-imburement by the Bargaining Unit for the salary and benefits of replacement teachers. The salary cost of the replacement teachers shall be deemed to be those of a category 3 step 0 teacher on the salary grid and the twelve (12%) percentage for benefits for each full-time equivalent number of leaves taken.
  - d) On return from Union leave, a teacher shall return to his/her school in a position similar to that held at the commencement of the leave and subject to Surplus/Redundancy provisions.

- 17.05 Other Union Leaves
- 17.05.01 a) A teacher who has been elected or appointed to an office with the provincial executive of OSSTF shall be granted a leave of absence for up to two (2) consecutive terms of office without salary, benefits or other entitlements provided written notice has been given to the Director of Education on or before March 31<sup>st</sup> in the school year preceding the commencement of the leave.
- b) A teacher returning from a provincial Union leave shall so notify the Director of Education in writing on or before March 31<sup>st</sup> in the school year preceding the return to teaching duty.
- c) On return from Union leave, a teacher shall return to his/her school in a position similar to that held at the commencement of the leave and subject to Surplus/Redundancy provisions.
- d) Notwithstanding 17.05.01 a), the Employer may grant leave for (an) additional term(s).
- 17.05.02 Upon application by the OSSTF District 26, release time shall be granted to teachers to carry out Union activities at a local or provincial level. OSSTF District 26 shall reimburse the Employer for the actual occasional teacher costs incurred in the release time of the teacher. Such release time shall not exceed two hundred (200) school days.
- 17.05.03 The Employer shall assume the occasional teacher costs for replacing teachers when Union representation is required by the Employer at meetings.
- 17.05.04 The Employer shall assume the occasional teacher costs, if any, to a maximum of four (4) teachers per meeting, to participate in collective bargaining with the Employer.
- 17.06 Teacher Self-Financed Leave Plans
- 17.06.01 Teachers enrolled in self-financed leave plans with the predecessor Employer shall have those plans honoured by the Employer.
- 17.06.02 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:
- a) One (1) semester deferral of one-quarter of annual salary in the semester followed by one (1) semester of leave.
- b) One (1) year deferral of one-half of annual salary in the year followed by one (1) year of leave.
- c) Two (2) years deferral of one-third of annual salary in each year followed by one (1) year of leave.
- d) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave.
- e) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave.
- f) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.
- The amount of the current compensation amount deferred by the teacher under the plan cannot exceed 33 1/3% in any calendar year in accordance with the Income Tax Act.
- Interest paid on trust fund accounts shall be the rate received by the Employer from its Chartered Bank and shall be calculated and credited in accordance with the chartered bank's regular schedule. Interest to be paid by the teacher on money advanced by the Employer shall be calculated in the same manner.
- The year or semester (one-half) year leave may be taken in the second, third, fourth, or fifth year of the plan.
- 17.06.03 Application
- A written application shall be delivered to the Director of Education or designate not later than January 31<sup>st</sup>, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of leave of absence.

- 17.06.04 **Approval or Denial**  
The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or the reason for denial shall be delivered to the applicant not later than April 1st, following the date of application.
- 17.06.05 **Definition**  
Entry into the plan shall be effective only on September 1st, and the duration of a leave of absence under this plan shall be from September 1st to August 31st unless by mutual agreement between the teacher and the Employer.
- 17.06.06 **Salary Holdback**  
The salary withheld as per clause 17.06.02 shall be placed in an individual trust account in the name of the teacher. A statement, of the teacher's account, will be issued by the Employer to the teacher at the end of the school year.
- 17.06.07 **Payment**  
a) The teacher shall receive a salary in each year of the plan as determined by the 17.06.02.  
b) If the amount received by the teacher during the leave is more than the accumulated amount in that teacher's account, the teacher shall repay the difference plus interest. Repayment will be made by withholding a portion of the teacher's salary, in accordance 17.06.02, until the full balance is paid.
- 17.06.08 **Benefit Plans**  
a) Throughout the deferral, teacher's benefits shall be maintained as per the applicable Collective Agreement. During the leave, teachers may maintain benefits at their sole cost.  
b) The year of absence shall not represent a break in service so far as seniority is concerned.  
c) There shall be neither accumulation nor utilization of sick leave credits during the year or semester of absence.  
d) The Employer and teacher shall comply with the regulations governing the Ontario Teachers' Pension Plan and Revenue Canada which may be amended from time to time.
- 17.06.09 **Termination**  
a) A teacher may withdraw from the originally agreed upon plan up to and including the 31st day of January preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust including accrued interest shall be paid to the teacher within sixty (60) days following delivery to the Administrator of Human Resources of written notification of withdrawal.  
A member who is approved for self-funded leave on or after the date of ratification, and subsequently withdraws shall be subject to a \$200, one-time, administrative fee. This fee may be waived by Administrator of Human Resources if there are extenuating circumstances, which cause the member to withdraw from the plan.  
b) A declaration of redundancy shall be deemed to be written notice of withdrawal delivered to the Administrator of Human Resources on the effective date of redundancy.  
c) In the case of death of a teacher prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the teacher within sixty (60) days following the date of death. In the case of the death of the teacher during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the teacher within sixty (60) days following the date of death.
- 17.06.10 **Contract**  
Each teacher who is a participant in the plan shall execute a contract wherein are set out the terms and conditions of participation in the plan.

- 17.07 Part-Time Teaching at the Teacher's Request
- 17.07.01 All Teachers employed by the Employer or predecessor Employer for a period of one (1) year or more shall be eligible to reduce their teaching time during a school year, subject to the approval of the Administrator of Human Resources. Teachers shall not be allowed to reduce their teaching time in more than (3) three consecutive school years except by mutual agreement between the Employer and the Teacher. At the end of the period of reduced teaching time, the teacher shall have the right to return to the teacher's previous entitlement, subject to the Surplus/Redundancy provisions.
- 17.07.02 Employees who have worked or are deemed to have worked for 50% of the school year, shall, for purposes of hours worked in order to determine eligibility for special benefits (i.e. pregnancy, parental, or sickness) in accordance with the Employment Insurance Act, be deemed to have worked 700 hours.
- 17.08 When a teacher is absent from duty as the result of an accident for which compensation is being received by the teacher in accordance with the provisions of the Workers' Safety and Insurance Act the Employer will supplement such compensation payments to the teacher to the full salary of the teacher. It is understood that such a teacher shall incur no loss of sick leave or seniority, and shall also continue to receive benefits and other entitlements outlined in this collective agreement.
- 17.09 Unpaid Leaves of Absence
- 17.09.01 In addition to the various types of leaves described in this Article, the Employer at its discretion, may grant other leaves of absence.
- 17.09.02 Any leave granted under this article shall be subject to the following provisions:
- a) The request shall indicate the dates the leave is to commence and end and shall be made in writing to the Principal with a copy to the President of the Bargaining Unit by March 1 of the current school year. In exceptional circumstances, this notification period may be waived.
  - b) The length of the leave shall not exceed two (2) consecutive school years and, where possible, shall be taken in periods of time equivalent to a semester or a full school year.
  - c) The Teacher granted such a leave shall return to the Teacher's school or site in a position similar to that held at the commencement of the leave, and subject to the Surplus/Redundancy provisions of the collective agreement.
  - d) The leave shall be without salary, benefits or accumulated sick leave credits during the term of the leave and the Teacher shall retain the right to participate in all benefits, subject to the terms of the respective policies.
- The Employer agrees to continue coverage of the Teacher's benefits in accordance with article 15.
- 17.10 The Employer shall not unreasonably refuse a request in the granting of a leave. When a request has been refused, the teacher shall receive a written response from the Administrator of Human Resources indicating the reason for such a refusal within seven (7) working days.

## **ARTICLE 18 - PREGNANCY / PARENTAL LEAVE**

- 18.01 Pregnancy Leave
- A teacher who is employed by the Employer for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Ontario Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.
- A teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer one (1) week's written notice of her intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that she is able to resume her work.

A teacher who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The teacher giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.

- 18.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to a teacher who adopts a child. It is understood that in cases of adoption, the teacher may have to cease duty immediately when the child becomes available; the teacher shall endeavor to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.
- 18.03 Parental Leave  
Subject to the provisions of the Employment Standards Act, a teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to a parental leave.
- Parental leave must normally begin when pregnancy leave ends, or within fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- The teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- The teacher may change the requested period of parental leave provided the teacher gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.
- 18.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35) consecutive weeks, if the employee took a pregnancy leave, and thirty-seven (37) consecutive weeks, otherwise. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves.
- 18.05 For the full period of any pregnancy or parental leave granted under this Article, the Employer agrees to continue its contributions to the premiums for the benefit plans in which the teacher was enrolled at the commencement of the leave unless the teacher requests otherwise, in writing.
- 18.06 At the discretion of the Employer, pregnancy and parental leave may be granted to a teacher who has been employed with the Employer for less than thirteen (13) weeks.
- 18.07 Upon expiration of a leave granted under this Article, the teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same school, subject to the application of Surplus/Redundancy provisions. The teacher shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to the Principal at least (4) four weeks prior to returning to duty.
- 18.08 An employee may request an extension of parental leave. Such extensions shall be subject to the approval of the Director. Such leave shall be considered to include any parental leave granted.
- 18.09 Subject to the layoff and just cause provisions of this agreement, the Employer may not terminate or layoff an employee entitled to pregnancy and/or parental leave.
- 18.10 Part-time employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 18.11 Nothing in this article shall remove from an employee any entitlement under the Employment Standards Act.

18.12 Parenting Leave

A teacher shall be entitled to a parenting leave of two (2) days with pay and without loss of benefits, seniority, or experience in any one school year in addition to the day of birth of the child to attend to and care for the child or family.

In the case of adoption, these two (2) days shall be taken at the time of taking custody, care and control of the child for the first time or at the time of taking legal custody.

18.13 Pregnancy/Parental Leave Sub-Plan

a) The Employer shall provide a Pregnancy/Parental Leave Sub-Plan for teachers under the Canada Employment Insurance Act. The Teacher's regular weekly earnings shall be determined by dividing the annual rate of salary at the commencement of the leave by fifty-two (52).

b) Pregnancy Leave

During the qualifying period of two (2) weeks in which no employment insurance benefits are payable, the Employer shall pay one hundred (100) percent of the teacher's regular weekly earnings. For the next four (4) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly supplement equal to the difference between one hundred (100) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received. For the remaining eleven (11) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly supplement equal to the difference between fifty (50) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received.

c) Parental Leave

For employees taking parental leave, the Employer shall pay a weekly supplement equal to the difference between sixty (60) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received for a period of up to twelve (12) weeks. Should an employee be required to serve a two-week qualifying period in which no employment insurance benefits are payable during a period of parental leave, the Employer shall pay sixty (60) percent of the teacher's regular weekly earnings during this qualifying period and a weekly supplement equal to the difference between sixty (60) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received for a further ten (10) weeks.

**ARTICLE 19 - PROGRAM LEADERSHIP POSITIONS**

19.01 The duties of a Program Leader shall include:

- Leadership in curriculum implementation within the program area.
- Liaison with school administration.
- Participation in meetings with other Program Leaders.
- Administration of budgets and resources assigned to the program areas.
- Formative assistance to teachers within the program area.
- Supervision and/or co-ordination of subjects or programs within the area.
- Assist teachers in the subject area in maintaining proper standards and improving methods of instruction

19.02 It shall not be the responsibility of the Program Leader to make any summative judgment or evaluation of the performance of a teacher in the program area, to impose discipline on any such teacher, nor to participate in the selection process for Program Leaders, nor to assess teachers' comments made on students' formal reports.

19.03 A Program Leader shall be defined as a Bargaining Unit member responsible for a program area. A Program Leader shall hold specialist qualifications in one of the subject areas included in the program area.

19.04 All Program Leadership positions shall be curriculum focused. The principal shall ensure that every subject area in the school to which a teacher has been assigned is represented within the Program Leadership structure, singly or in combination with other subject areas.

19.05 The number of Program Leaders allocated to each school shall be based on the projected ADE school enrolments as listed below.

Student ADE Enrolment	Program Leaders
800 or more	8
550 – 799	7
400 – 549	6
250 – 399	4
249 or less	3

19.06 In each school year, the Principal shall review the Program Leadership structure of the school, in consultation with the school staff.

19.07 Appointments as Program Leaders shall be for two (2) years. Incumbents may reapply at the end of their term.

19.08 The continuation of established Program Leader positions may be affected by an incumbent voluntarily relinquishing the assignment, or being removed for just cause, or by a reduction in the school's allocation of Program Leadership positions.

19.09 No Teacher shall hold more than one (1) Program Leadership position at any time, nor shall any Program Leadership position be shared between two (2) or more teachers.

19.10 When a vacancy occurs in a Program Leader position, the Principal shall post a notice identifying the nature of the position, its term, the program area, and any particular duties of that position. The posting shall be in the school or site for a period of five (5) teaching days.

19.11 A temporary vacancy shall be defined as a Program Leader position for which the current Program Leader is on an approved leave of absence, including LTD, for one semester or more.

1. When the Principal declares a temporary vacancy it shall be posted in the same manner and on the same terms as provided in Article 19.10 above.
2. The temporary Program Leadership position shall not extend beyond the last day of the school year in which it arose.
3. Upon return of the absent Program Leader, the temporary Program Leadership position shall terminate and the term of the Program Leader shall resume for the balance of the absent Program Leader's original term.

19.12 In the absence of an applicant with appropriate specialist qualifications, the Principal may appoint an applicant who undertakes to pursue a specialist qualification within two years.

**ARTICLE 20 - PROVISION OF INFORMATION**

20.01 The Employer shall provide to the Bargaining Unit any data relevant to the negotiations and administration of the collective agreement within a reasonable time following receipt of a written request.

20.02 The Employer shall supply to the Bargaining Unit one copy of notices and minutes of regularly scheduled Board and Committee meetings, with agendas. Such materials shall normally be provided at least two (2) days prior to such meetings.

20.03 The Employer shall provide an employment information statement to teachers within a reasonable time following receipt of a written request

## **ARTICLE 21 - SURPLUS & REDUNDANCY**

### System-Wide Needs and Availability

- 21.01 The Joint Secondary Staffing Review Committee shall monitor the application of system redundancy, transfers, exchanges and school surplus procedures and ensure that the procedures are properly followed.
- 21.02 The Joint Secondary Staffing Review Committee shall annually establish dates for the processes and procedures in this Article, and may alter the dates in this Article, as required in a particular year.
- 21.03 For the purposes of this Article, a teacher shall be "deemed qualified," provided that the following conditions are met:
- i. the teacher has successfully taught in the subject area(s) within the current or two (2) immediately preceding school years;
  - ii. a current or former Principal or Vice-Principal attests to (i) above;
  - iii. the teacher and Principal provide mutual consent and the appropriate supervisory officer approves;
  - iv. consent/approval shall be provided for one school year only, but may be renewed on a year by year basis.
- 21.04 Prior to the placement meeting, the Joint Secondary Staffing Review Committee shall be provided with the following information:
- a list of staff who have been approved for leave which will take place during the next school year;
  - a list of staff who have applied for increases in entitlement for the next school year;
  - a list of staff who have applied for a reduction in teaching time for the next school year;
  - a list of staff who have requested transfers, indicating date of hire, entitlement, certification, qualifications, including deemed qualifications in accordance with Article 21.03 above;
  - lists by school of teachers assigned to timetables, with the subjects to which each teacher has been assigned for the next school year;
  - a list of staff declared surplus (Surplus List) including teachers who still remain on the Recall List. The lists shall indicate the name, home school, date of hire, entitlement, certification, qualifications, including deemed qualifications in accordance with Article 21.03 above;
  - a list of staff who have submitted resignations or retirements during the current school year or effective the end of the school year. Updated lists shall be provided.
- 21.05 Teachers shall submit requests in writing for leaves, part-time teaching, and transfers by March 1 each year to the Employer, with a copy to the school principal.

### School Based Surplus Declarations

- 21.06 Upon notification of the school's FTE allocations, each Principal, using the following information:
- the total staff assigned to the school (FTE);
  - the total staff available in the school (FTE);
  - the seniority of staff members in the school; and
  - qualifications, including deemed qualifications in accordance with Article 21.03 above
  - shall assign teachers to sections in accordance with their entitlement, within the school's allocation.
- 21.06.01 When assigning teachers to sections in accordance with their entitlement, the Principal of TR Leger Adult/Alternative School shall give consideration to assign teachers to their preferred campus and program, if different than their current assignment.
- 21.06-01.1 A teacher from the TR Leger Adult/Alternative School shall not be assigned to a campus for the following school year that is greater than 60 km from their current campus except by written mutual agreement between the Principal and the teacher.



- 21.07 In the event that there are teachers excess to the needs of the school, teachers shall be declared surplus to school in order of seniority, beginning with the least senior teacher, provided that the remaining teachers in the school are qualified to teach the program in the school.
- 21.08 Each teacher declared surplus shall be placed on the Surplus List. Each teacher on the Surplus List shall complete the appropriate documentation, which shall indicate clearly the teacher's preference in terms of location and subject areas, preferred options and acceptable options. Each teacher must possess the appropriate qualifications, including deemed qualifications, in accordance with Article 21.03 above, before submitting such documentation. A teacher shall have a minimum of two (2) working days to complete such documentation after being advised that they were declared surplus.
- 21.09 Any teacher declared partially surplus in an amount less than 0.5 FTE,  
1) may choose to accept the assignment available and be placed on a leave of absence for the balance of the teacher's entitlement; or  
2) shall be made fully surplus for one semester; or  
3) shall have the option to be fully surplus to the extent of the teacher's entitlement.
- 21.10 Any teacher declared partially surplus in an amount equal to or greater than 0.5 FTE but less than 1.0 FTE  
1) may choose to accept the assignment available and either  
a. be placed on a leave of absence for the balance of the teacher's entitlement; or  
b. shall be surplus for one semester, provided the assignment that is accepted is limited to one semester.  
2) shall be made fully surplus to the extent of the teacher's entitlement.

#### System-Wide Vacancy and Surplus List

21.11 The Surplus List shall be created ordered from most to least senior and shall include:

- the teacher's name;
- the teacher's school;
- the teacher's qualifications;
- the teacher's deemed qualifications in accordance with Article 21.03 above; and
- the teacher's entitlement.

The list shall be made available to all surplus teachers, the members of the Joint Secondary Staffing Review Committee and all Principals.

- 21.12 Along with the surplus list, a preliminary list of vacancies for the following year shall be generated, based on information supplied by the Principals. The list shall contain the following information:
- School and in the case of TR Leger, site;
  - subject area(s), including the division (Intermediate or Senior);
  - sections; and
  - restrictions (in specialized areas).
- 21.13 Prior to the placement meeting, the Employer shall inform the Joint Secondary Staffing Review Committee of any changes which might impact on a teacher who has been declared surplus in his/her school.
- 21.14 Transfer Meeting  
Following the initial assignment by the Principal of teachers in the schools, and prior to the placement of surplus teachers, a preliminary list of vacancies shall be compiled by the Human Resources Department. A meeting, including representatives from the Human Resources Department, the members of the Joint Secondary Staffing Review Committee and the Principals, shall be convened to attempt to place into such vacancies teachers who have not been declared surplus to school and who have requested transfers.

### Placement of Teachers

- 21.15 Placement of surplus teachers shall be made at a meeting subsequent to the Transfer Meeting. This meeting shall include representatives from the Human Resources Department, the members of the Joint Secondary Staffing Review Committee and the Principals.
- 21.16 In the placement process, efforts shall be made to place as many surplus teachers as possible. Priority shall be given to placement of surplus teachers, as much as possible in their preferred choices, in accordance with seniority, qualifications, including deemed qualifications in accordance with Article 21.03 above, and entitlement.
- 21.17 Following the meeting outlined in Article 21.15 the mutual consent provisions of Regulation 298, or subject to article 21.03 hereof, may be used to provide a placement for the surplus teacher up to the teacher's full entitlement in the teacher's home school if possible, or failing that, in the System.
- 21.18 In the event that none of a teacher's preferred or acceptable options can be accommodated, he/she is placed, in order of his/her seniority, on the list of redundant teachers (Recall List).
- 21.19 Following the meeting in Article 21.17 and prior to May 15<sup>th</sup>, in a meeting of the Joint Secondary Staffing and Review Committee, redundant teachers, in order of seniority who are qualified or deemed qualified may only fully displace the position of:
- a) the least senior teacher who has retained a position in a school within a 100 kilometer radius of the school from which the teacher of greater seniority was declared redundant;
  - b) In the event that there is no such position within the 100 kilometer radius of the school from which the teacher of greater seniority was declared redundant, the teacher of greater seniority who is qualified or deemed qualified may displace the least senior teacher in the system who has retained a position;
- 21.19.01 If the redundant teacher accepts the position and the position is not to the extent of their entitlement, the teacher shall indicate in writing his/her intent to take a Leave of Absence or be placed on the Recall List for the remaining time.
- 21.19.02 The displaced least senior teacher shall be considered redundant to the system and placed on the Recall List. If such a teacher is not the least senior teacher in the Board, given their qualifications or deemed qualifications, they shall be placed in accordance with the provisions outlined in this article.
- 21.20 Teachers who have been declared surplus to school and have been subsequently placed in another school within the System, shall have first right, subject to seniority, to a position for which they are qualified including deemed qualifications, in accordance with Article 21.03 above, and equivalent to their entitlement, in the originating school for a period of one (1) school year. Such return shall occur at the start of a semester or school year.
- 21.21 The remaining redundant teachers will be placed on the Recall List, ordered from most to least senior. The list shall include the teacher's name, school, FTE amount surplus, qualifications, including deemed qualifications, in accordance with Article 21.03 above. It will be forwarded to the Principals and the members of the Joint Secondary Staffing Review Committee.
- 21.22 Each teacher who is redundant shall be so informed in writing five (5) instructional days after the placement meeting and no later than May 20<sup>th</sup>. A copy of such correspondence shall be sent to the Principal of the teacher's school and to the President of the Bargaining Unit.

### Recall and Status of Redundant Teacher

- 21.23 The Surplus/Redundancy placement process shall begin after the conclusion of March Break and shall conclude no later than May 15<sup>th</sup>.

- 21.24 Each redundant teacher will be retained on the recall list for positions that become available in the two school years immediately following placement on the recall list.
- 21.25 Teachers will be recalled to available positions for which they are qualified, including deemed qualifications in accordance with Article 21.03 above. For vacancies arising after the Placement meeting and before the end of the school year, teachers will be contacted by phone at their school location and they must exercise their right within two (2) working days. Teachers shall be notified by registered mail for vacancies arising at other times. They must exercise this right within seven (7) days of being notified of the availability of the position. It is the responsibility of teachers to inform the Employer, through the Human Resources department, of their current address and phone number.
- 21.26 A teacher will be removed from the recall list on the first occurrence of any of the following:
- on accepting a position, excluding short or long term occasional positions, with this or another board of education in or outside of the province of Ontario;
  - on the request of the teacher;
  - on refusing a second (2nd) recall to a position for which the teacher is qualified and is equivalent to their entitlement that is in a school within seventy-five (75) kilometers of their home school; or
  - on refusing a fifth (5<sup>th</sup>) recall to a position from different schools that are greater than seventy-five (75) kilometers from their home school for which the teacher is qualified and is equivalent to their entitlement; or
  - after expiration of the teacher's right to recall.

#### **ARTICLE 22 - EXCHANGES**

- 22.01 A pair of teachers may submit their names for an exchange by contacting the Administrator of Human Resources, in writing, no later than:
- a) June 1<sup>st</sup> of each school year for exchanges that will commence on September 1<sup>st</sup> of the following school year; or
  - b) December 31<sup>st</sup> of each school year for exchanges that will commence the second semester of that school year.

Such correspondence shall indicate their current school location, certification and qualifications, and entitlement. A copy shall also be forwarded to the President of the Bargaining Unit.

- 22.02 Only pairs of teachers with the same qualifications and entitlement shall be eligible for an exchange.
- 22.03 Exchanges shall be subject to the approval of the Joint Secondary Staffing Review Committee and the Principals of the schools involved. Such approval shall not be unreasonably withheld.
- 22.04 When requested, exchanges may be for a stated period of time such as a semester or year. At the end of the stated period or on the completion of two full years the exchange shall revert or, with the approval of the Principals and the teacher(s), will be made permanent. Such approval shall not be unreasonably withheld. The Principals shall communicate their decision, in writing within 5 (five) working days, to the Joint Secondary Staffing Review Committee.

#### **ARTICLE 23 - EMPLOYMENT PROCESSES AND PROCEDURES**

- 23.01 The Employer shall provide each newly hired teacher with a copy of this collective agreement and a benefits information package within a reasonable time.
- 23.02 Each teacher shall be assigned a secondary school or other System location at the time an offer of employment is made.
- 23.03 The Employer shall make available to the President of the Bargaining Unit or designate, for review, the salary terms, acceptance of position forms, and any other information relating to conditions of employment of members of the Bargaining Unit.

- 23.04 An applicant newly hired for a teaching position shall have a commencement date of hire established as the first day worked in a secondary school or other System location.
- 23.05 Postings
- 23.05.01 When a position within the scope of this agreement is declared available by the Employer, a notice of vacancy describing the position and its required qualifications shall be posted on the Employer's web site for a period of at least seven (7) calendar days.
- 23.05.02 Vacancies shall be filled in the following order:
- When there are teachers on the recall list, who are qualified for an available position, the position shall be offered to the most senior teacher so qualified; then
  - Vacancies not filled from the recall list shall be posted for qualified part-time teachers seeking an increase in entitlement.
- 23.05.03 Consideration shall be given to other internal candidates, including teachers on a leave of absence as a result of the surplus/redundancy process, before considering any external applicant.
- 23.06 New Positions
- Should the Employer create a new position, which requires teacher qualifications and which is included within the Bargaining Unit, it shall negotiate the salary, including any allowance, for the position with the Bargaining Unit. Pending agreement in such negotiations, the Employer may make an appointment to the position with any increased compensation, when determined, retroactive to the date of employment.
- 23.07 Each teacher will keep the Human Resources Department informed, in writing, of his/her current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such a teacher.

**ARTICLE 24 - CONTINUING EDUCATION (Night School/Summer School) and HOME INSTRUCTION**

- 24.01 This Article and Articles referenced herein contain all matters agreed to by the parties pertaining to Continuing Education (Night School/Summer School) Teachers, Home Instruction Teachers, and teachers assessing and evaluating PLAR.
- 24.02 Continuing Education and Home Instruction Teachers are hired term-specific. The Employer and the Teacher mutually agree to the termination of employment at the end of the specific term.
- 24.03 The Employer will make every effort to use Teachers on the Recall List for Night School/Summer School and Home Instruction assignments provided they possess the qualifications or teaching experience for the subject(s) concerned.
- 24.04 All credit courses shall be delivered by a qualified Teacher.
- 24.05 The Employer shall provide each newly-hired Continuing Education, Home Instruction Teacher, or teacher assigned PLAR duties who is not a regular day school Teacher, with a copy of the Collective Agreement within a reasonable time.
- 24.06 The rates of pay to which Continuing Education, Home Instruction Teachers, and Correspondence Markers shall be as follows:

	Effective September 1, 2004	Effective September 1, 2005	Effective September 1, 2006	Effective 98 <sup>th</sup> school day 2006-2007	Effective September 1, 2007
Continuing Education, Home Instruction	\$33.01/hr	\$33.67/hr	\$34.27/hr	\$34.75/hr	\$35.80/hr
Correspondence Marker	\$10.40/lesson	\$10.61/lesson	\$10.80/lesson	\$10.95/lesson	\$11.28/lesson

24.07 Teachers employed in Continuing Education and Home Instruction courses shall be paid (by direct deposit) every two weeks, two weeks in arrears, based on confirmed timesheets. The statement of earnings shall indicate the number of hours worked and shall be mailed to the employees home address.

24.08 The following Articles shall apply with respect to Continuing Education and Home Instruction Teachers:

Article 2 – Effective Period  
Article 3 – Recognition  
Article 7 – Union Dues  
Article 20.01 – Provision of Information  
Article 29 – Evaluations  
Article 30 – Documents Respecting  
Performance or Conduct  
Article 31 – Personnel Files

Article 32 – Management Rights, except 32.04  
and 32.08  
Article 33 – Grievance Procedure  
Article 34 – Arbitration Procedure  
Article 36 – Medical, Physical Procedures  
Article 38 – Use of Employer Premises  
Article 39 – Criminal Background Checks

#### **ARTICLE 25 - ALTERNATIVE EDUCATION**

25.01 Alternative Education includes credit programs delivered to students in the Alternative Education School(s) of the Employer. A qualified Teacher who is a member of the Bargaining Unit shall deliver these programs.

Alternative Education includes mixed classes of students who are over or under 21 years of age.

#### 25.02 Independent Learning Modules

25.02.01 The maximum number of lessons (including examinations) a teacher shall correct during the school year shall be

[475 lessons] times [# of periods assigned to exclusively deliver ILM, per year]

This includes students 21 years of age, and older

“Independent Learning Modules” shall be defined as 20 lessons associated with 110 hours of instruction to achieve a credit. Should the number of lessons associated with 110 hours of instruction to achieve a credit decrease/increase, the maximum number of lessons calculated, using the formula above, shall be adjusted, decreasing/increasing the total amount proportionally.

25.02.02 The Employer and the Union shall work cooperatively to monitor the application of the above maximums.

#### 25.03 Class Sizes

25.03.01 The class size maximums outlined in Article 13.10 shall not apply to a class in which Independent Learning Modules (ILM) are solely used in the delivery of the curriculum to students enrolled on the Day School register or Independent Study register.

Such a class shall not exceed 28 students physically present, at any given time.

25.03.02 A combined class whereby the delivery of curriculum

- involves traditional “stand-up” delivery of a course; and
- involves the delivery of Independent Learning Modules

shall have a maximum class size, in accordance with Article 13.10, associated to the course whereby the curriculum is delivered in traditional manner.

25.03.03 The Employer and the Union shall work cooperatively to monitor the application of Article 25.03.

#### **ARTICLE 26 - ITINERANT TEACHERS**

26.01 An itinerant teacher is one who is required by the Employer to perform teaching duties at more than one work location on the same day. Such a teacher shall be reimbursed for necessary travel from the first

location in the day to the last location in the day, at the rate per kilometre established by the Employer from time to time.

26.02 An itinerant teacher who teaches in two (2) or more schools on a daily basis shall have designated as the 'home school', the school in which the Teacher performs the greater share of the Teacher's assignment. The teacher shall be exempt from scheduled supervisory duties in any school other than the 'home school'.

26.03 A teacher who successfully applies for a partial assignment in another location in order to increase assigned entitlement or who selects assignments in two or more locations to avoid redundancy is not an itinerant teacher for the purposes of this article.

#### **ARTICLE 27 - MILEAGE TRAVEL COSTS**

27.01 Approved travel costs of a teacher on Employer business shall be reimbursed at the rate per kilometre established by the Employer from time to time.

#### **ARTICLE 28 - TEACHER RESIGNATIONS**

28.01 A teacher may resign from employment at any time on mutual consent or effective on the last day of a semester or school year provided notice in writing has been delivered to the Director or designate at least thirty (30) days in advance.

#### **ARTICLE 29 - EVALUATIONS OF TEACHER PERFORMANCE**

29.01 Only Supervisory Officers, Principals and Vice-Principals, who are members of the College of Teachers, shall evaluate a teacher's competence. No member of the Bargaining Unit shall be required or requested to evaluate another Board employee.

29.02 Teacher performance appraisals shall be conducted in accordance with the requirements of the Education Act and its regulations.

The teacher who has received two (2) consecutive unsatisfactory performance appraisals may file a grievance in accordance with Article 33 respecting the performance appraisal process. The filing of the grievance shall not interrupt the continuation of the performance appraisal process.

#### **ARTICLE 30 - DOCUMENTS RESPECTING PERFORMANCE OR CONDUCT**

30.01 Copies of any documents respecting the performance or conduct of a teacher shall be given to the teacher.

30.02 The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

30.03 If a teacher disputes the accuracy or completeness of information in the personnel file the Employer shall, where possible, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the teacher in writing, of its decision including reasons for that decision.

30.04 Where the Employer amends such information, the Employer shall at the request of the teacher attempt to notify all persons who received a report based on inaccurate information.

#### **ARTICLE 31 - PERSONNEL FILES**

31.01 The personnel file, which includes medical records, pertaining to a teacher shall be maintained in the Human Resources Department of the Employer. The file shall be available and open to the teacher for inspection in the presence of a Board officer by appointment during the regular working hours of the department.

- 31.02 A teacher shall be entitled, upon request, to copies without cost, of any materials contained in the teacher's personnel file.
- 31.03 Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf, the Employer shall provide such access by appointment, as well as copies of materials contained therein.
- 31.04 The Employer shall ensure that personnel files are stored in a secure location and in a confidential manner. Access to such personnel files shall be confidential and limited in accordance with Ontario Acts and Regulations. Any employee accessing personnel files shall not be a member of this Bargaining Unit unless authorized under Article 31.03. No information from a member's medical records shall be given to any person or party unless the member has provided written consent.

#### **ARTICLE 32 - MANAGEMENT RIGHTS**

- 32.01 It is the sole and exclusive right and obligation of the Employer to exercise its management functions and manage the operation of the system except only as specifically limited by the terms of this collective agreement. The Employer agrees to exercise its rights in accordance with the prevailing statutes and regulations governing education in the Province of Ontario.
- 32.02 No teacher shall be disciplined, suspended, demoted or discharged without just cause given in writing.
- 32.03 At any meeting convened for the purpose of imposing discipline on a teacher, the teacher shall have the right to have present the designated OSSTF representative who is in the workplace, unless the circumstances are such that the immediate imposition of discipline is required. The Principal or other appropriate supervisory official shall inform the President of the Bargaining Unit forthwith in cases where immediate discipline has been imposed.
- 32.04 Teacher-Board Relations Committee
- a) A teacher-board relations committee shall be established and composed of:
- four (4) representatives appointed by the Employer
  - four (4) representatives appointed by the Bargaining Unit
- The committee may call on such resource person(s) as it deems appropriate.
- b) The function of this Committee shall be to provide a forum for communication and discussion of matters relating to the status and working conditions of teachers not otherwise referred to in this Collective Agreement, and may make recommendations to the Employer and the Bargaining Unit.
- c) Meetings shall be convened within ten (10) working days of a written request by either party and such requests shall include a proposed agenda for the meeting.
- d) Reports and recommendations of the Committee shall be presented in writing to both the Employer and Bargaining Unit who shall undertake to discuss them at the next following regular meeting of the Board and at the next OSSTF Council meeting respectively. The results of these deliberations shall be communicated to the other party within ten (10) working days of the meeting.
- 32.05 Each teacher who is covered by this collective agreement agrees to permit the Employer to provide to the Bargaining Unit or to an authorized Bargaining Unit representative any and all personal information concerning any such teacher which may be reasonably required to assist in or advance the purposes of collective bargaining and the effective administration of this agreement. With regard to any information so released or provided, the Bargaining Unit and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever, subject only to the obligations of both parties to abide by provisions of the Municipal Freedom of Information and Protection of Privacy Act.

- 32.06 Not later than November 15th of each school year, the Employer shall provide the Bargaining Unit with a list containing the names of all OSSTF members employed as of that date. The list shall include the teacher's work location(s), job entitlement, birth date, residence address and residence telephone number. The Bargaining Unit will assist the Employer with the collection of this data, including the release of the information in accordance with the Municipal Freedom of Information and Protection of Privacy Act.
- 32.07 Policies and Procedures
- 32.07.01 The Employer agrees to consult with the Bargaining Unit prior to creating or modifying Employer policies and procedures which affect the status or working conditions of secondary teachers.
- 32.07.02 The Employer agrees to provide a copy of its policies and procedures to the President of the Bargaining Unit.
- 32.08 Probationary Period
- Each teacher who is newly hired by the employer shall serve a probationary period of one school year or equivalent.
- During the probationary period, the teacher's performance shall be evaluated by appropriate supervisory staff to determine whether the teacher is suitable for continued employment beyond the probationary period.
- The parties acknowledge that a lesser standard of just cause applies to the evaluation of the performance of a probationary teacher than to that of a teacher who has successfully completed the probationary period.
- A teacher who is not being recommended for continuation of employment, shall be notified at least thirty (30) calendar days prior to the expiration of the probationary period.

### **ARTICLE 33 - GRIEVANCE PROCEDURE**

- 33.01 A grievance is a dispute arising from the interpretation, application, administration or alleged violation of one or more provisions of this collective agreement, including a dispute as to whether a matter is arbitrable.
- 33.02 The only parties to a grievance are the Employer and the Bargaining Unit.
- 33.03 Where reference is made to "days", it shall mean regularly scheduled work days for teachers.
- 33.04 A grievance involving or relating to a teacher individually or a group of teachers in similar circumstances shall only be processed through the Bargaining Unit.
- 33.05 The Employer and the Administration shall cooperate with the Bargaining Unit in the investigation and the attempted resolution of any grievance.
- 33.06 Every grievance claim shall be in writing delivered to the other party and shall contain:
- a) a description of the factual circumstances alleged to constitute a violation of this agreement;
  - b) a designation of the specific provisions of this agreement allegedly violated;
  - c) an indication of the relief sought;
  - d) the signature of the duly authorized official of the Bargaining Unit.



- 33.07 Informal Stage  
Prior to submitting a formal grievance claim, a teacher or teachers are expected to have discussed the matter with the school Principal or other immediate supervisor within twenty (20) days of the time when the Teacher should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. A teacher shall have the right to have present the designated representative from OSSTF who is in the workplace, as an observer. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint.
- 33.08 Step One  
District 26, OSSTF may file a grievance at Step One within ten (10) days of the informal stage. The grievance shall be filed with the Administrator of Human Resources who shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.
- Step Two  
If no settlement is reached at Step One, District 26, OSSTF may within ten (10) days of receipt of the written reply of the Administrator of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall respond to District 26 OSSTF, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to District 26, OSSTF, it may within ten (10) days of receiving the written reply of the Employer, apply for arbitration.
- 33.09 Timelines may be extended or waived by mutual agreement in writing.
- 33.10 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.
- 33.11 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within the timelines specified shall move the grievance to the next step.
- 33.12 If the grievance procedure time-line extends past the last school day of the year, then the time-line will be suspended until the fifth (5<sup>th</sup>) school day in the following year.

#### **ARTICLE 34 - ARBITRATION PROCEDURE**

- 34.01 Following notification of the intention to process the grievance to arbitration, the parties to the Collective agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.
- 34.02 Within a further (10) days, the nominees shall either select a mutually agreed-upon chairperson, or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.
- 34.03 The sole arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
- 34.04 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by his/her or its decision, add to, delete from, modify or otherwise amend the provisions of this collective agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.
- 34.05 The costs of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 34.06 Should the investigation or processing of a grievance require that teacher(s), grievor(s) and/or grievance officer of the Bargaining Unit be released from his/her duties, such release shall be granted with pay.

- 34.07 Documents, communications and records dealing with a grievance shall not become part of the personnel file of the grievor if the grievance is upheld in arbitration, or if the Board rescinds the action that led to the grievance.
- 34.08 The parties agree that a sole arbitrator or a Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties and take whatever action, or make whatever decision it considers just and equitable in the circumstances.

### **ARTICLE 35 - ACTING ADMINISTRATORS**

#### Teacher In-Charge

- 35.01 The parties agree that a teacher who is a member of the Bargaining Unit may substitute for an absent Principal or Vice-Principal for a period of not less than (1) one day on a temporary basis not to exceed (40) forty days in the school year. The Employer shall ensure that the Teacher In-Charge is protected with adequate liability insurance while in the acting role. The Teacher In-Charge shall be paid forty dollars (\$40) per day in addition to the teacher's regular grid salary and allowances.
- 35.02 The Teacher In-Charge shall continue to be entitled to all the terms and conditions of the Collective Agreement.
- 35.03 When necessary, an Occasional Teacher shall be hired to replace a classroom teacher acting as the Teacher In-Charge. Appointment of a Teacher In-Charge shall not result in additional duties for another Bargaining Unit member.
- 35.04 Nothing in this Article prevents a teacher from returning to the teacher's duties within the Bargaining Unit subject to forty-eight (48) hours written notice to the Employer.
- 35.05 A Teacher In-Charge shall not perform duties that involve evaluation or discipline of another member.

#### Acting Principal/Vice-Principal

- 35.06 When a Principal or Vice-Principal will be absent from the school for a period of less than one school year, the Employer may appoint a member of the Bargaining Unit as an Acting Principal or Vice-Principal to fulfill the duties of the absent administrator.
- 35.07 The Acting Principal/Vice-Principal shall be paid at the starting grid rate for the position, prorated for the period of the acting assignment and shall be subject to the same working conditions as a Principal/Vice-Principal in that school for the period of the acting assignment.
- 35.08 The Bargaining Unit member shall be entitled to return to the member's former position if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the term as acting Principal or Vice-Principal does not exceed 193 work days, within 3 school years.
- 35.09 Nothing in this Article prevents the member from returning to the member's Bargaining Unit position with ten (10) working days written notice.
- 35.10 An acting Principal or Vice-Principal shall not make any summative judgement on the performance or conduct of a Bargaining Unit member.
- 35.11 The Acting Principal or Vice-Principal shall continue to accrue seniority, participate in insured benefit plans, and shall continue to pay union dues and levies in accordance with the provisions of this Collective Agreement.

## **ARTICLE 36 - MEDICAL, PHYSICAL PROCEDURES**

36.01 Except for programs of general application throughout the system, a teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedure. The administration of these procedures shall be by health service and/or other qualified personnel.

It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases.

## **ARTICLE 37 - PROFESSIONAL DEVELOPMENT FUND**

37.01 The Employer shall establish a professional development fund for the teachers employed in the secondary panel to be applied in each school year for the benefit of improving the delivery of educational programs and services to the secondary school students.

37.02 The annual amount allocated to this fund shall be established at seventy-five (75) dollars times the number of full-time equivalent teachers.

37.03 The fund shall be administered by a joint committee comprising:

- The President of District 26 OSSTF or designate
- One representative of the Secondary School Administrators' Association
- Two representatives at large from the secondary panel as selected by the Bargaining Unit
- The Director or designate
- One Supervisory Officer

37.04 In the event that on July 1<sup>st</sup>, the fund is not fully expended or allocated in any one school year, fifty (50) percent of the unexpended or unallocated balance shall be carried forward into the succeeding school year and the remaining fifty (50) percent shall be returned to the Employer.

37.05 Occasional Teacher cost, if any, resulting from a teacher's attendance at a PD activity approved by the committee, shall be charged to the PD fund.

## **ARTICLE 38 - USE OF EMPLOYER PREMISES**

38.01 The Employer shall provide bulletin board space at an appropriate location in each work place upon which the Bargaining Unit may post notices relating to matters of interest to its members.

38.02 Upon reasonable notice and subject to availability, the Bargaining Unit will be permitted to use school facilities for meetings of Bargaining Unit members outside members' assigned time. Any additional direct cost associated with such use shall be reimbursed to the Employer by the Bargaining Unit.

38.03 The Employer shall provide at no cost to the Bargaining Unit access to the Employer courier system at the District Office and at the Employer's secondary schools.

## **ARTICLE 39 - CRIMINAL BACKGROUND CHECKS**

39.01 The Employer shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, are stored in a secure location and in a confidential manner.

39.02 The Employer shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act as amended from time to time, without the written permission of the teacher except for the purpose of recommending disciplinary action against the teacher and except as required by law.

39.03 The Employer shall not release or report to the Ontario College of Teachers any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, except as required by law.

**ARTICLE 40 - SCHOOL CLOSURES/RE-ORGANIZATION**

40.01 Following a decision of the Employer to

- Open or close a Secondary School, or
- to reorganize a Secondary School, such that it contains elementary students and secondary students, or introduce new grade levels, or remove existing grade levels, or restructure existing school boundaries

a joint committee with equal representation from the Employer and the Bargaining Unit shall be created to examine the implications and consequences for staffing of secondary panel teachers in the affected school(s). Such a Committee shall make recommendations regarding staffing of such secondary panel teachers. If the joint committee cannot agree upon recommendations, relevant staffing provisions outlined in this Collective Agreement shall prevail.

**ARTICLE 41 - PRINTING & DISTRIBUTION OF AGREEMENT**

41.01 Forty-eight (48) hours before a ratification vote by the Teachers, the Employer shall post the text of the terms of the tentative settlement on its website (*Insite*).

41.02 Following ratification of the tentative settlement, the Employer shall provide enough copies of the Collective Agreement, paid for by the Employer, for each member of OSSTF District 26 Bargaining Unit.

The Employer shall provide an additional fifty (50) copies of the settlement to the President of the Bargaining Unit.

Collective Agreement

Between

The Upper Canada District School Board

And

The Ontario Secondary School Teachers' Federation

Signed at Brockville & Kempville, Ontario this June 2005

For the Union

For the Board

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Date

**Letter of Understanding**

**RE: Electronic Support System**

During the course of this agreement, the Board will be converting several administrative applications to an electronic format. For the purposes of this agreement, the Board agrees to notify the Union of these changes.

**Dated at Brockville & Kemptville, Ontario this 30<sup>th</sup> day of June, 2005.**

**For the Union**

**For the Employer**

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**Letter of Understanding**

**RE: TR Leger School**

The Parties agree to establish a joint committee composed of three members appointed by the Board and three members appointed by the Bargaining Unit. The mandate of the Committee shall be to examine issues related to TR Leger School. The issues to be examined include but are not limited to the following:

- 1 school-based surplus procedures;
- 2 workload as it relates to number of lessons and examinations marked;
- 3 whether the class size maxima under the appropriate section of the collective agreement should be modified for TR Leger School;
- 4 PLAR compensation (the terms of the Letter of Agreement dated March 3, 2005 on this issue remains in effect).

The Committee shall endeavor to agree to Collective Agreement language dealing with each of the above issues, and such other issues not otherwise covered by the Collective Agreement, as may be raised by either of the parties. Such language shall be incorporated in to the 2004-2008 Collective Agreement.

The Committee shall report to the Parties regarding issues which are agreed and issues which remain in dispute no later than November 30, 2005.

Any issues, which remain in dispute, shall be submitted to Ms. P. Knoff, Ms. L. Davey, Mr. B. Keller, or Mr. R. Goodfellow at his/her first available date after November 30, 2005 who shall attempt to mediate a resolution to the issues and shall arbitrate any issues where resolution is not found.

**Dated at Brockville & Kemptville, Ontario this 30<sup>th</sup> day of June, 2005.**

**For the Union**

**For the Employer**

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**Letter of Understanding**

**Re: Secondary School e-Learning (electronically delivered curriculum).**

The Board and Union agree that upon release of the Ministry of Education's Plan for e-Learning through the Learning Management System, the Parties shall meet forthwith to develop a Protocol for the delivery of e-learning in the Upper Canada District School Board which addresses such issues as:

- 1 class size for e-learning credits;
- 2 process for enrolling student
- 3 workload and worksite issues for the Teacher delivering the e-learning course;
- 4 job posting for e-learning;
- 5 department structure for e-learning;
- 6 supervision credit for Teachers helping students in their home school with course work taken through another site;
- 7 staffing issues;
- 8 FTE generation;
- 9 Board Union Staffing Committee monitoring of e-Learning credits according to normal procedures of in-school credits;
- 10 school day/school year for e-learning; and
- 11 other related issues.

**Dated at Brockville & Kemptville, Ontario this 30<sup>th</sup> day of June, 2005.**

**For the Union**

**For the Employer**

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**Letter of Understanding**

**RE: Additional Government Funding**

The government will provide additional funding of up to 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:

1. If the province's tax revenues in the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
2. If the province's tax revenues in the 2006-07 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-07 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

Such additional percentage increases (maximum 0.5%) shall be applied to the applicable salaries in articles 5.03, 5.07, 5.08, and 24.06 for the years commencing September 1, 2006 and September 1, 2007.

**Dated at Brockville & Kemptville, Ontario this 30<sup>th</sup> day of June, 2005.**

**For the Union**

**For the Employer**

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**Letter of Understanding**

**RE: Professional Development Account**

In accordance with Ministry of Education memorandum dated 31 March 2005 (Teacher and Support Staff Development Account) a one-time allowance shall be paid to each full-time teacher on staff with the Board in the 2004-2005 school year. This allowance, to a maximum aggregate disbursement of \$430,285, is to be used to cover expenses for professional development resources such as computers, peripherals, software, professional development materials and courses related to their employment. Part-time teachers will receive a prorated portion of the allowance. The maximum disbursement for any teacher will not be more than \$512. The Parties shall jointly establish eligibility and reimbursement procedures in accordance with the Board's financial and auditing protocols. Any funds provided by the Ministry of Education for this purpose which are unallocated by August 31, 2006, shall be paid to the Bargaining Unit to be allocated for teacher professional development and contingent upon Ministry of Education guidelines.

**Dated at Brockville & Kemptville, Ontario this 30<sup>th</sup> day of June, 2005.**

**For the Union**

**For the Employer**

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**Letter of Agreement**

**RE: Benefits**

The parties agree that the Extended Health Care (Medicare Supplement) and Dental Care plans currently provided by Sun Life (contract #25246), as summarized in the "employee benefits booklet" (dated September 1, 2004) shall be the plans in effect, subject to any ratified changes as described in the Collective Agreement.

The Employer agrees that the following group benefits shall be in addition to, or amendments of, the current benefit coverage described above:

- a. Vision Care: increase the maximum of \$225 in any 24-month period to \$275 in any 24-month period.
- b. Paramedical Services: increase the maximum of \$300 per person in a benefit year for licensed massage therapists, speech therapists, psychologists, acupuncturists, naturopaths (registered with the Association of Drugless Therapy), osteopaths, chiropractors, podiatrists, or chiroprpodists, to \$400 per person in a benefit year. Increase the maximum of \$300 per person in a benefit year for licensed physiotherapists, to \$750 per person in a benefit year.
- c. Orthodontic Procedures: from a person's lifetime maximum of \$2000, to a lifetime maximum of \$3000.

Should there be a change in carrier, an equivalent or superior benefit plan and coverage shall be guaranteed.

**Dated at Brockville & Kemptville, Ontario this 30<sup>th</sup> day of June, 2005.**

**For the Union**

**For the Employer**

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**Letter of Agreement**

**RE: Board Administration/OSSTF Joint Committee Regarding MSIP Schools**

The purpose of this committee is to create a model/daily schedule that will ensure the optimum learning environment responsive to student needs.

This committee will be comprised of four members of the bargaining unit and four members of board administration. This committee will operate in a collaborative manner and be co-chaired by the parties.

The committee will meet monthly with a reporting date of December 2005.

We will continue to support the current model during the review phase.

When the draft is prepared, it will move through the communication structure of the Board, Directors Council, Leadership Council, System and Board of Trustees.

The Board is committed to supporting this endeavor and working collaboratively with all parties to serve students.

**Dated at Brockville & Kemptville, Ontario this 30<sup>th</sup> day of June, 2005.**

**For the Union**

**For the Employer**

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