

Collective Agreement

between

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

Representing

The Secondary Teachers of District 27
Limestone District of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

And

The Limestone District School Board
(hereinafter called the "Employer" or "Board")

September 1, 1998

to

August 31, 2000

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PURPOSE

It is the general purpose of this agreement to establish mutually satisfactory arrangements between the Board and the Federation, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory conditions of work and salaries for all teachers who are subject to the provisions of this agreement.

ARTICLE 1.0 - RECOGNITION AND SCOPE

- 1.1 The Board recognizes the OSSTF as the exclusive bargaining agent of all Teachers, other than occasional teachers, subject to Article 14.11, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time.

“Teacher” bears the same meaning as the “Part X. 1 teacher” as defined in the Education Act, as amended. For clarification, a person once appointed as a principal or vice-principal, is excluded from the bargaining unit even if such principal or vice-principal is reassigned from time to time to perform duties in Board offices.

“Occasional Teacher” bears the same meaning as that given to “occasional teacher” by the Education Act, as amended,

- 1.2 The OSSTF recognizes the committee designated by the Board as the negotiating committee of the Board for purposes of this Agreement.

- 1.3 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.

- 1.4 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

The Board recognizes the right of the OSSTF to represent a teacher at a meeting where the teacher is to be disciplined or discharged.

- 1.5 The OSSTF recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 1.6 It is understood and agreed that, should any part of this Collective Agreement be found to be in conflict with the Education Act, as amended or the Regulations thereunder, terms of the Act shall prevail.

- 1.7 It is understood and agreed that all compelling aspects of Provincial Acts and Regulations pertaining to all educational programmes offered by the Board, in addition to the Act specified in 1.6, shall apply.

Night and Summer School Application

- 1.8 Notwithstanding 1.1, the Parties agree that only the terms and conditions of employment contained in the following articles of this Agreement shall apply to teachers in the Night School and Summer School systems:
- Article 1.0 - Recognition and Scope
 - Article 2.0 - Dues Deduction
 - Article 3.0 - Duration of Agreement and Conditions of Amendment
 - Article 5.0 - Management Rights
 - Article 7.0 - Resolution of Disputes
 - Article 26.0 - Federation Leave
 - Article 33.0 - Summer School and Night School Staffing
 - Article 38.0 - Salary Grids
- 1.9 It is understood and agreed that all attachments, including Memoranda, Letters of Understanding, and Appendices, form a part of this Agreement and may be the subject of grievance under Article 7.0 (Resolution of Disputes) for the life of this Collective Agreement.

ARTICLE 2.0 - DUES DEDUCTION

- 2.1 The Board agrees to deduct from the salary of each teacher the amount of regular Federation dues and any authorized local levy uniformly and regularly levied in respect of each teacher in accordance with the bylaws of the Federation and to remit to the Federation forthwith.
- 2.2 OSSTF dues deducted in accordance with Article 2.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario. Such remittances shall be accompanied by a list identifying the teachers, the amounts deducted, SIN, salary for the period, annual salary, and shall indicate the period covered.
- 2.3 Local dues specified by the Bargaining Unit in accordance with Article 2.1, if any, shall be deducted and remitted to the District Treasurer of OSSTF, Limestone District 27. Such remittances shall be accompanied by a list identifying the teachers, the amounts deducted, SIN, salary for the period, annual salary, and shall indicate the period covered.
- 2.4 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.



ARTICLE 3.0 - DURATION OF AGREEMENT AND CONDITIONS OF AMENDMENT

- 3.1 This Agreement shall be in effect from 1 September 1998 and shall continue in force up to and including 31 August 2000, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act, as amended.
- 3.2 Notwithstanding the period of notice cited in 3.1, either party may notify the other, in writing within the period commencing February 15th 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, as amended.
- 3.3 If either party gives notice of its desire to negotiate in accordance with Article 3.1 or 3.2, 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, as amended.
- 3.4 This Agreement shall supersede all previous such agreements. Except for error, inadvertence or omissions as mutually agreed, it shall form the basis for computing all salaries and other conditions defined herein.
- 3.5 Amendments to the clauses defined herein shall be made only by written mutual consent of the parties concerned in this Agreement.

ARTICLE 4.0 - NO STRIKE OR LOCK OUT

- 4.1 It is understood and agreed that there will be no strike or lockout during the term of this Agreement or of any extension of this Agreement. The term "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act, as amended.

ARTICLE 5.0 - MANAGEMENT RIGHTS

- 5.1 In accordance with, and in addition to the powers granted and duties specified under the Education Act and related Statutes, it is the exclusive function of the Board to hire, direct, promote, demote, transfer, suspend, layoff, discipline and discharge any teacher. A claim for demotion, transfer, suspension for disciplinary reasons, or for discipline or discharge without just cause, or a claim for discriminatory promotion, may be the subject of a grievance and dealt with as herein provided.

A claim that a teacher who has completed the probationary period has been disciplined or discharged without just cause or has been demoted, transferred, laid off, or suspended for disciplinary reasons may be the subject of a grievance and dealt with as provided in this Agreement.

- 5.2 A teacher is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless the teacher is a danger to him/herself or others. The teacher, at his/her option, may be accompanied by a Federation representative whom management shall advise in advance of the time and place of the meeting.

In such cases, the Principal or supervisor shall inform the teacher of the right to OSSTF representation.

- 5.3 If such meetings are held during a scheduled working day for the teacher and/or the Federation representative, the teacher and/or the Federation representative shall not suffer loss of earnings.
- 5.4 A teacher shall be notified in writing of the grounds for discipline or discharge. The Federation shall receive a copy.

ARTICLE 6.0 - BOARD/FEDERATION COMMITTEES

Permanent Board Federation Committee

- 6.1.1 There shall be a Permanent Board/Federation Committee established which shall be made up of equal representation appointed by the Board and the Federation and including at least one member from each of the negotiating teams,
- 6.1.2 The Committee shall be responsible for reviewing such matters as are referred to it by the Board, the Federation or by the Collective Agreement and shall make such recommendations to the Board and the Federation as it deems appropriate.
- 6.1.3 The Committee shall normally report to the Board and the Federation within three months of the referral of a matter to it.
- 6.1.4 None of the recommendations for changes to the Collective Agreement shall come into force until agreed to by both the Board and the Federation.

Joint Secondary Staffing Committee

- 6.2.1 A Joint Secondary Staffing Committee shall be established and maintained from year to year to review the staffing requirements of the secondary system and to review the

allocation of sections to each secondary school. The Committee will recognize the unique program requirements of the North Addington Education Centre and Sharbot Lake High School.

- 6.2.2 The Committee shall be comprised of representation from the Employer and the Bargaining Unit:

The President or designate of the Bargaining Unit,
The Chief Negotiator or designate of the Bargaining Unit,
The District Officer or designate of the Bargaining Unit,
The Board's Superintendent of Human Resources or designate,
The Board's representative responsible for secondary staffing,
A secondary school principal and
The Director of Education or designate.

- 6.2.3 The Committee shall review the application of surplus and redundancy procedures and ensure that procedures are properly followed.

ARTICLE 7.0 - RESOLUTION OF DISPUTES

- 7.1 The following definitions shall apply to this Article:

- a) A "grievance" shall be defined as a complaint arising from the interpretation, application, administration or alleged violation of this collective agreement including any question as to whether a matter is arbitrable.
- b) A "party" shall be defined as:
- a) the Teachers' Bargaining Unit; or
- b) the Board

In this Article "days" shall mean school days unless otherwise indicated.

- 7.2 A teacher shall have the right to have present a representative from the OSSTF at each stage of the grievance-arbitration procedure.

- 7.3 Complaint Stage

If a teacher is unable to resolve a complaint by informal discussion with the teacher's principal or supervisor, then the teacher, with the concurrence of the teacher's Bargaining Unit Executive or recognized representative, may initiate a complaint within twenty-five (25) days of the day the cause of the complaint becomes known, or reasonably ought to have been known, with the appropriate principal or supervisor who shall answer the complaint within five (5) days of the receipt of the complaint.

7.4 Grievance Procedure - Individual

In the case of a grievance by the Bargaining Unit on behalf of a teacher, the following steps may be taken in sequence where informal attempts to resolve the matter with the principal or supervisor have failed.

Step 1

If the reply of the Principal or supervisor at the complaint stage is not acceptable to the Bargaining Unit, within twenty (20) days the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources Services or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) a description of how the alleged dispute is in violation of the collective agreement; and
- b) a statement of the facts to support the grievance, including the Article(s) claimed to have been violated; and
- c) the remedy sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

Step 2

If the reply of the Superintendent of Human Resources Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days of receipt of the reply to the Director of Education or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

Step 3

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

7.5 Grievance Procedure - Party

In the case of all other grievances by a party, (including those on behalf of a group of teachers, an individual teacher where other teachers are affected, a retired teacher, or a deceased teacher), the party making the grievance may take the following steps in sequence to resolve the matter.

Step 1

The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be, who shall answer the grievance within five (5) days of receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) a description of how the alleged dispute is in violation of the collective agreement; and

- b) a statement of the facts to support the grievance, including the Article(s) claimed to have been violated; and
- c) the remedy sought; and
- d) the signature of the duly authorized official of the Party.

Step 2

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

No party grievance may be initiated and processed to arbitration which would be out of time if initiated by an individual teacher.

7.6 Grievance Mediation

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

7.7 Arbitration

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party,
- b) The Arbitration Board or the Single Arbitrator, as the case may be, shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

7.8 Cost of Arbitration

The fees for a single Arbitrator, or the Chair of an Arbitration Board, shall be shared equally by the parties. Each of the parties shall bear the expenses of its own appointee to the arbitration board.

7.9 All time limits fixed herein for the grievance procedures may be extended only upon the written consent of both parties.

7.10 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this agreement.

7.11 Should the investigation or processing of a grievance require that an involved teacher or Bargaining Unit representative be released from regular duties, the teacher shall be released without loss of salary or benefits.

7.12 a) Each party will notify the other party of the receipt of a written reply and its intention of further correspondence within the timelines required herein.

a) If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to proceed to the next following step in the grievance-arbitration procedure, or, if the Teachers' Bargaining Unit Executive or the Board, as the case may be, exceeds the time allowed to act, the grievance shall be deemed to have been abandoned.

b) This clause does not supercede the powers of the arbitrator under Sec. 48(16) of the Ontario Labour Relations Act, as amended.

ARTICLE 8.0 - SCHOOL ORGANIZATION

8.1 No teacher shall be required to be in attendance for more than the number of days that are required in the Education Act, as amended.

8.2 The elapsed time from the beginning of a teacher's assigned time to the end of a teacher's assigned time on any school day shall not exceed 7.5 hours.

8.3.1 Each classroom teacher shall be assigned 1250 minutes of instructional time per week on average during the school year. As part of the 1250 minutes, a teacher will be required to perform 110 minutes per week of timetabled instructional duties including on-calls in areas which are credited toward a high school diploma or in special or remedial education programs or provincially mandated programs.

- 8.3.2 A teacher who has less than a full-time teaching load shall have his/her instructional time pro-rated.
- 8.3.3 Individual teachers shall not be assigned more than six (6) of eight (8) periods (3 classes out of 4 per semester) except by mutual agreement of the Board, the teacher and the bargaining unit.
- 8.3.4 Teachers who deliver instructional credits in Focus Programs greater than three (3) credits per pupil will have the program reviewed by the Board and the Federation.
- 8.3.5 Normally an on-call assignment will be for no more than 38 minutes.
- 8.3.6 Non-instructional assignments shall be minimal and assigned equitably amongst the staff.
- 8.3.7 Concerns regarding the equity of teaching assignments will be reviewed by the Permanent Board/Federation Committee.
- 8.4 The Board will endeavour to ensure that the Board-wide average aggregate class size does not exceed 22 F.T.E. pupils as calculated on 31 October and 31 March in accordance with the Education Act, as amended, and Regulations made thereunder.
- 8.5 The Board will ensure that each teacher has an uninterrupted period of forty (40) consecutive minutes free from assigned duties for lunch.
- 8.6 No teacher shall be assigned administrative duties normally performed by management except as provided for in Article 27.0.
- 8.7 Every effort will be made to ensure that a teacher scheduled to teach in two schools during one semester has a minimum of one hour for lunch and transit between schools.

ARTICLE 9.0 - STAFFING

- 9.1 Subject to changes required by the Education Act, as amended, there will be no change in Board practices with respect to class size and teacher workload unless negotiated. Appendices A and B in the Memorandum of Agreement are attached as guides to these practices.
- 9.2.1 A fair and consistent process of hiring, including positions of added responsibility, will be adhered to as described in Board Policy.
- 9.2.2 Promotion procedures will be fair and objective, ensuring that all qualified candidates are given serious and appropriate consideration. The applicants with the best job related qualifications and experience will be selected for an interview.

- 9.2.3 If an unusual staffing circumstance should arise, then the Board guarantees that the Teachers' Bargaining Unit will be consulted. The alternatives will be identified, the pros and cons of each alternative will be thoroughly discussed in order that each side (the Board and the Federation) can make an informed decision.
- 9.3 The Principal's Recommendation Form together with a copy of the teacher's most recent Certificate of Qualification and Registration (Ontario College of Teachers) shall be submitted, by the Principal, to the Board and the Federation normally within four (4) school days of the recommendation having been made. The Principal will not recommend a person who is not in good standing with the Ontario College of Teachers.
- 9.4 A review of the staffing procedures under the Appendix A in the Memorandum of Agreement shall be conducted each year by the Permanent Board/Federation Committee. The Permanent Board/Federation Committee will report to both the Board and the Federation by 15 December each year.
- 9.5 In the case of teacher illness of more than two (2) days, every effort will be made to ensure that classes are covered by occasional teachers.
- 9.6 The Board shall not involve, by practice or by policy, any teacher in the evaluation of another teacher.

ARTICLE 10.0 - POSITIONS OF ADDED RESPONSIBILITY

- 10.1 The allocation of the number of PAR positions and allowances to secondary schools shall be the responsibility of the Joint Secondary Staffing Committee. The Committee shall use the funding formula to determine the number of PAR positions using the Board-approved projected ADE for students under twenty-one years of age and for students twenty-one years of age and over.
- 10.2 The distribution to schools shall normally be completed by 7 February for the following school year using the 31 October enrolment of the current school year rounded to the nearest hundred which includes all students enrolled at the school.
- Annual School Organization Review
- 10.3 The recommendations for the school organization shall be prepared annually for the forthcoming school year. In consultation with the current PAR committee, and teaching staff, each secondary school principal shall develop a PAR structure to meet the school's supervisory, leadership and pedagogical needs. This PAR structure shall reflect the following:

- A. Every organizational unit (except Community Education Centres and Student Services) will be subject or programme based.
- B. Safety, programme and curriculum concerns will be reviewed in an effort to balance workload for PAR positions.
- C.
 - i The PAR proposal for the school must be endorsed by the current PAR committee and passed by motion of the Staff Association by 28 February for implementation the following school year.
 - ii Prior to final staff decisions, continuance of the current organizational pattern or any proposed modification and restructuring by school staffs for the forthcoming school year must be brought to both the Superintendent of Human Resources and the Teachers' Bargaining Unit Executive for advice and recommendations by 15 March. Such proposals shall show the number of sections and teachers for each position of added responsibility, and the subjects that may be combined under a leadership position.
 - iii The final approved PAR proposal shall be forwarded to the appropriate Superintendent for approval and implementation.
- D. The annual review of a proposed school organization may produce recommendations for specific changes in the status of individuals currently in positions of added responsibility. Such changes shall conform to the normal staffing procedures of the Limestone District School Board:
 - i When a position of added responsibility is to be reduced or eliminated, the incumbent shall be notified prior to May 31. Normally, the effective date for such a change in status shall be August 31 and the conditions of the collective agreement in force shall apply.
 - ii When a new position is to be introduced or a position is vacated, the new or vacant position shall be identified in the proposal submitted and shall be advertised throughout the system.
 - iii A person appointed as department head of a subject organizational unit shall hold specialist or honour specialist qualifications in one or more of the subjects taught in the organizational unit for which the teacher is appointed.
 - iv A person appointed as department head to a non-subject organizational unit shall hold specialist or honour specialist qualifications in respect of the organizational unit for which the teacher is appointed.
 - v If no appropriate candidates with specialist qualifications in the subject area apply for a position of department head then a person not holding a specialist qualification in the subject area may be appointed on an interim basis for not more than one school year.

- 10.4 A review of the Article with respect to Positions of Added Responsibility shall be conducted by the Permanent Board/Federation Committee upon request by either the Board or the Federation in accordance with Article 6.0.
- 10.5 A Department Head shall be allocated four (4) days occasional teacher coverage each year.

ARTICLE 11.0 ENTITLEMENT

- 11.1.1 A teacher's entitlement with the Board is that fraction of full-time employment that is due to a permanent or probationary teacher as verified by the Principal's Recommendation Form(s). If the entitlement is less than full-time (i.e. 6/6), an increase in this entitlement can be gained as provided for in Article 11.2.1 and 11.2.2.
- 11.1.2 A teacher who requests a reduced teaching load under this Article shall retain his/her entitlement.
- 11.1.3 A teacher who requests a part-time position, normally not later than 1 March, or 1 November for Semester II, or who has a written agreement with the Board establishing his/her entitlement, shall retain his/her entitlement, this entitlement being restored to him/her upon application.
- 11.1.4 A teacher who does not receive his/her full entitlement during any one staffing round, will be given the opportunity to apply for part-time leave under Article 11.1.5, while retaining the option of returning to his/her previous entitlement whenever the opportunity presents itself.
- 11.1.5 All requests for a leave to reduce teaching load shall be made by 1 March, or 1 November for Semester II, and should be supported by a letter stating relevant details and considerations such as the nature of the change, the length of time the change is to be in effect, and the terms of the teacher's return to his/her previous status.
- 11.1.6 At the end of the part-time assignment, the teacher will have the right to return to his/her previous teaching status with the Board. Normally the teacher cannot expect to return to his/her previous teaching status until the expiration of the part-time teaching assignment.
- 11.1.7 Should the teacher wish to return to his/her previous teaching status earlier than arranged, he/she must provide written notification to the Superintendent of Human Resources by 1 March of any year for return the following September. When a teacher exercises this option, the Board will notify the Federation.

- 11.1.8 Teachers who have their full teaching assignment in the first semester in any one year, and who are on probation, will be considered as part of the staffing complement of their school(s) when staffing for the following year is carried out.
- 11.2.1 Every effort will be made to ensure that a permanent teacher with at least 3/6 entitlement, shall be permitted to increase his/her entitlement to 6/6, according to certification and seniority, before any new teachers from outside the system are hired. Consideration will also be given to qualified part-time teachers who wish to increase their entitlement before any new teachers are hired.
- 11.2.2 Notwithstanding Article 11.2.1, all vacancies shall be advertised in accordance with Article 14.0, and be open to all secondary teachers within the system. Teachers wishing to exercise their rights under Article 11.2.1 must apply for the advertised position, and indicate in their application their current entitlement with the Board. Applicants will compete for the position(s).
- 11.3.1 Extended Occasional positions which become retroactive teaching positions (Article 14.11) as of the end of Semester I will be recognized for staffing purposes in March of that year. Extended Occasional positions which become retroactive teaching positions as of 30 June will be recognized for staffing purposes as of that date and any increased entitlement will be added to the previous entitlement at this time only. No change will be made to staffing placements made prior to 30 June.
- 11.3.2 A retroactive teaching position will be issued in accordance with Article 14.11 and an Extended Occasional Teacher holding this position will complete the semester assignment as required by the Education Act.
- 11.4.1 A part-time teacher shall be paid at the rate of salary for his/her category, to include appropriate allowances for teaching and related experience, post-graduate degrees, employee benefits, and cost of living allowances as provided in this Agreement, all of which shall be in addition to workload, prorated in the same ratio as the part-time teaching assignment bears to a full-time teaching assignment.
- 11.4.2 All teachers on part-time employment with the Board will accrue seniority at the full-time rate during the period of his/her part-time employment.

ARTICLE 12.0 - PROBATIONARY PERIOD

- 12.1 At the conclusion of the first year of teaching with the Board, a teacher may have the probationary period deemed to have been completed, upon the recommendation of the Principal and the approval of the Superintendent.

- 12.2 In no case shall the probationary period for a teacher newly hired by the Board be for a period greater than:
- a) two years of active, continuous service where the teacher has less than three years of experience; or
 - b) one year of active, continuous service where the teacher has at least three years of experience;
- as a teacher in an elementary or secondary school in Ontario.

ARTICLE 13.0 - SENIORITY

- 13.1 A Secondary Seniority List for staffing, prepared by the Federation by 15 March, and approved by the Board, shall be used to identify which teachers are surplus to their schools and/or redundant to the system, should such identification be necessary.
- The Federation shall indemnify and save the Board harmless from any claims related to the preparation and maintenance of the Secondary Seniority List.
- 13.2 The Seniority List will be established for teachers employed by the Board. This list will record the school, teacher, the teacher's seniority and the teacher's qualifications. Qualifications shall be in accordance with the Education Act, as amended and regulations made thereunder, and the Ontario College of Teachers' Act, as amended and regulations made thereunder.
- 13.3 Seniority shall be determined by the placement on the appropriate OSSTF District Seniority List as of 31 December, 1997 which will be deemed the length of continuous service. Seniority will be determined by the length of continuous service with the Limestone District School Board and the Frontenac County Board of Education, or the Limestone District School Board and the Lennox and Addington County Board of Education, calculated from the month the teacher starts his/her duties and shall be expressed to the nearest tenth whether the teacher is teaching a ten-month or eleven-month school year. Although a teacher may teach a ten-month or eleven-month school year the maximum seniority that can be accrued per year is one (1) year.
- 13.4 Should a tie in rank ordering occur based on 13.3, the following criteria shall be used in sequence to break the tie:
- Total years of secondary teaching experience with the Board of Employment on 31 December, 1997 (i.e. either the Frontenac County Board of Education or the Lennox and Addington County Board of Education) and secondary teaching experience with the Limestone District School Board;

THEN

Total years of teaching experience with the Board of Employment on 31 December, 1997 (i.e. either the Frontenac County Board of Education or the Lennox and Addington County Board of Education) and teaching experience with the Limestone District School Board;

THEN

Total years of secondary teaching experience in Ontario;

THEN

Total years of teaching experience in Ontario;

THEN

Total years of teaching experience in Canada;

THEN

By lot.

- 13.5.1 It is understood that with respect to qualifications in a subject area, for the purposes of this Article, a teacher is considered certificated in a subject area when that subject area is listed on the teacher's Ontario College of Teachers' Certificate of Qualifications.
- 13.5.2 In order for a teacher to teach outside of his/her area of certification, a mutual consent agreement must be signed by the teacher, the Principal and approved by the Superintendent of Human Resources.
- 13.5.3 Where ambiguity may exist in some areas of certification, these situations will be dealt with at the staffing meetings on an individual basis, and subject to the subsequent approval of the Joint Staffing Committee, the Federation and the Board.
- 13.5.4 Subject to the qualifications' regulation, any teacher who holds qualifications in any of Physics, Biology, Chemistry, Geology or Science, or who holds a specialist's certificate or equivalent in Science, shall be considered to be qualified in Physics, Biology, Chemistry, Geology, Science and General (Intermediate) Science.
- 13.6 The following qualifications will be used in determining the placement of teachers under Article 14.0:

- a) those for subjects recognized by the Ministry of Education and Training as generating a credit in that subject;
- b) Guidance;
- c) Librarianship;
- d) Special Education (for programmes such as Learning Program Support or Special Education Resource)

- 13.7 When a teacher is hired on a temporary basis (occasional) to fill a teaching vacancy, subject to that vacancy being approved by the Superintendent of Human Resources and the Board, and he/she is then hired as a probationary or a permanent teacher in the same teaching position, he/she shall have his/her effective date of hire back-dated to when the actual teaching assignment first began; and his/her seniority shall accrue from that date.
- 13.8 Any teacher who is assigned on a temporary basis of up to two (2) years to an administrative position shall continue to accumulate seniority on the Secondary Seniority List.
- 13.9.1 Any teacher who is transferred by the Board to an elementary school for a specified period of time (maximum two years), or is assigned elementary subjects, shall continue to accumulate seniority.
- 13.9.2 Any teacher who accepts an exchange with an elementary teacher for a specified period of time (maximum two years) shall continue to accumulate seniority.

ARTICLE 14.0 - SURPLUS AND SURPLUS RELATED TRANSFER OF TEACHING PERSONNEL

- 14.1 Wherever possible, it is the intention of the Board to avoid declaring surplus to the needs of the system any teacher who has a permanent position with the Board. While normal attrition may allow the retention of all the present teaching staff members who wish to remain with the Board, decreasing enrolments and Provincial regulatory changes may make it necessary to reduce the number of teaching staff employed by the Board, or changing student option-selection patterns may make it necessary to change the complement of a teaching staff. The procedures set out in this Article are designed to accomplish the difficult task of identifying teachers who are surplus to the needs of their present school, and perhaps redundant to the needs of the system, in a manner that provides the teacher with the greatest possible degree of consideration and fair treatment and in a manner that assures the highest available standard of instruction in the classroom.

- 14.2.1 The procedure for establishing the initial staffing resources available to each secondary school for the next school year shall be implemented by the Joint Secondary Staffing Committee as described in Article 6.0 and shall be as follows:
- 14.2.2 Determination of the official projected enrolment for the system and the individual schools as soon as possible after 30 January;
- 14.2.3 Determination of the number of staff available to the system and to individual schools, in accordance with Article 6.0 of the Collective Agreement.
- 14.3 It is agreed and understood that the Board, at its discretion, may add additional staff to meet the needs of the system.
- 14.4.1 Adjustments to the initial staff allocation may be readjusted by the Staffing Committee, subject to review by the Joint Secondary Staffing Committee. The Staffing Committee consists of the Superintendent of Human Resources and/or designate, Human Resources staff, the Secondary School Principals, with the District Officer (or member designated by the TBU Executive) present as an observer at all stages. The procedure for staffing will be as follows:
- 14.4.2.1 The determination by the Principal of the number of positions surplus or partially surplus to the school, and the identification of the teachers who are surplus or partially surplus to the school as a result, such a determination being done in the following manner:
- a) review the seniority of all members of the school's staff including those members of staff who are returning from leave, loan, exchange, LTD or who are assigned to the staff by the Superintendent of Human Resources;
 - b) review the teaching assignments required to staff the school. All such assignments shall be in accordance with each teacher's subject certification as defined in Article 13.0.
 - c) an assignment which is an exception to this practice shall be permitted only where it does not result in a teacher, who is certificated in the subject area in question, being declared surplus to his/her school or redundant to the system;

assignment of a teacher to an approved Focus Programme who is more junior in a certificated subject area must be approved by both the Board and the Federation;
 - e) the principal shall notify the Secondary Staffing Committee of:
 - i) teachers identified as surplus to the needs of the school, with every effort being made to ensure that those teachers identified as surplus to the

school, are most junior in each of the subject areas for which they are qualified,

- ii) those positions still vacant and which cannot be filled by members of the current staff, and,
- iii) those assignments tentatively made as exceptions as allowed in Section 14.4.2.1c)

14.4.2.2 a) Notification by the Superintendent of Human Resources to all teachers in the system of positions vacant in individual schools, with an invitation to apply for transfer/exchange. Teachers requesting a transfer/exchange may be asked to follow procedures similar to those used in regular hiring procedures. It is understood that:

the transfer/exchange process referred to in this section does not affect or supersede the Board's Exchange Policy;

- ii) due consideration will be given to a teacher's position on the Seniority List in all decisions related to transfer in order to avoid, if at all possible, involving a teacher in a transfer between schools if the teacher is ultimately redundant to the system;
- iii) teachers may place their names on a voluntary transfer list by contacting the Federation prior to April 10th and indicating their current school location, certification, seniority, and preferred new location(s) in ranked order. The Federation will provide this information to the Secondary Staffing Committee immediately prior to the first placement meeting;
- iv) there will not necessarily be more than two (2) rounds of internal advertising permitting transfer/exchange. This process must be completed by 30 April;
- v) Following the implementation of 14.4.2.1 a), b), c), d) and e) the Secondary Staffing Committee will place teachers from the Voluntary Transfer List into any remaining vacancies on the basis of certification, seniority, and indicated preference, before any placements are made from the surplus list;
- vi) when requested, transfer/exchanges may be for a stated period of time (e.g. one semester, one year, but not more than two years). At the end of the stated period or on the completion of two full years the transfer/exchange will revert or, with the approval of the Secondary Staffing Committee and the teacher(s), will be made permanent;

- vii) the voluntary transfer/exchange list as compiled in iii) will remain in effect and be used as other vacancies occur throughout the staffing year on the condition that the vacancy is filled before the start of a semester, Teachers wishing to remain on the list for the subsequent staffing year must repeat the procedure outlined in iii).
 - b) Following the disposition of all transfer/exchange requests the principal of each secondary school shall repeat 14.4.2.1 a), b), c). The Superintendent of Human Resources, in consultation with the principals, shall compile a final list of teachers who are surplus to their schools, and of positions still vacant.
- 14.4.3
- a) Examination by the Secondary Staffing Committee of the list of teachers declared surplus to the needs of individual schools, and the placement by the Superintendent of Human Resources of suitably certificated surplus teachers in those positions still vacant in the system. If no teaching position is vacant for which the surplus teacher is certificated, the Superintendent of Human Resources shall place the teacher in a position within the system for which the teacher is certificated, and which is held by a teacher with less (normally least) seniority.
 - b) Every effort, however, shall be made to minimize the extent of the geographical dislocation of a teacher's place of work as a result of this placement. It is understood that in extreme cases, it may be considered appropriate for the Superintendent of Human Resources to reassign a more junior teacher to another school to reduce the impact of the relocation on the more senior teacher.
- Those teachers identified as redundant to the system shall be most junior in each of the subject areas in which they hold qualifications.
- 14.4.4 Notification by the Superintendent of Human Resources to those teachers who are now redundant to the needs of the system and for whom no positions are available. If possible, this notification will be given on or before 1 May each year. This written notification will include a formal statement from the Board which indicates that the position was terminated because of a surplus of staff for the following year and normally will incorporate a statement from the Board which indicates that a teacher was considered to be an effective teacher.
- 14.4.5 Retention of any teacher identified in Article 14.4.4 on the redundancy list for the system, provided the teacher indicates annually by 1 March in writing to the Superintendent of Human Resources that he/she intends to be available for a position in any school, provided the teacher has not been hired by another Board, and provided the teacher does not accept a severance allowance as specified in Article 14.6.3.

- 14.5.1 A department head shall be exempted from consideration as a teacher surplus to his/her school for the duration of that appointment subject to the following considerations:
- a) No teacher will be declared redundant to the system as a consequence of a more junior teacher being retained in the system as a department head.
 - b) If a more senior teacher(s) becomes surplus to a school as a result of a more junior person being retained within a school as a department head, the teacher(s) who are declared surplus will be so identified and given the following considerations:
 - The teacher will be positioned in another school in the system using the regular staffing process.
 - ii) The teacher will not be split between schools as consequence of the transfer.
 - iii) Each year, following the transfer of such teacher(s) and upon formal request (in writing) of the teacher to the Superintendent of Human Resources Services, notice to be received by 1 March, the Superintendent of Human Resources Services will position the teacher in his/her former school as per Article 14.4.2.1 (a) for the purpose of determining the number of positions surplus or partially surplus to the school concerned.
- 14.5.2 Because of the unique consideration provided for in Article 14.5.1, the Board agrees that when appointing a teacher to the position of department head, sufficient care will be taken in assessing the current and projected situation with respect to staffing and student enrolment in the district to ensure that such an appointment will not result in a teacher currently with the Board being declared redundant to the system.
- 14.5.3 At no time will a permanent teacher employed by the Board be identified as surplus to the needs of a school where a probationary teacher is teaching a programme in that school for which the permanent teacher is certificated.
- 14.5.4 No new teachers are to be hired into the system until all teachers named on the redundancy list have been dealt with under the terms of Article 14.4.3. For these purposes, a new teacher is defined either as a teacher who is not currently employed by the Board, or as a teacher who is currently employed by the Board and who, as a consequence of the appointment, would increase his/her entitlement with the Board. Every effort will be made to resolve the issue of teachers split between schools before new teachers are hired.

14.5.5 If any teacher is declared surplus to the needs of his/her school and as a consequence is transferred to another school, the teacher shall be given first option at filling a vacancy for which he/she has the appropriate subject certification and which occurs in his/her original school prior to the last day of July of the year in which the teacher was transferred.

14.6 The Superintendent of Human Resources will offer to a teacher who is declared redundant to the system, (either totally or for one semester), the teacher's choice of one of the following alternatives to regular full-time employment:

14.6.1 Take a leave of absence (Article 21) during which he/she will be placed on the list of preferred occasional teachers. Preferred occasional teachers shall be called to duty in their certificated areas before casual occasional teachers are engaged. Teachers choosing this option shall be retained on the redundancy list and shall be offered any regular teaching positions for which they are eligible under Article 14.4.3 before new teachers are hired.

OR

14.6.2 Take leave of absence under Article 21 for one year, after which the teacher shall have the choice of:

- a) being placed on the list of preferred occasional teachers, or
- b) in the case of a permanent teacher, being paid a severance allowance as specified in Article 14.6.3.

OR

14.6.3 In the case of a permanent teacher, resign and receive a severance allowance of ten (10) days' salary according to the teacher's entitlement and grid position for each year of recognized teaching experience with this Board, to a maximum of 100 days. It should be noted that:

- a) a teacher who is declared redundant according to Articles 14.4.3 and 14.4.4 and who refuses to accept a subsequent offer of a teaching position at his/her entitlement for which the teacher is certificated, will have his/her employment terminated;

notwithstanding any eligibility for a retirement gratuity under Article 28 when a teacher receives a severance allowance under this section, no gratuity under Article 28 will be paid.

14.6.4 The onus shall be on the teacher on the redundancy list to inform the Board and the Federation in writing of any change of address. In the event that such a teacher cannot

be located through a normal Post Office address or telephone number, the teacher's name will be removed from the list.

- 14.6.5 A teacher who remains fully redundant for a period of two (2) years for which there is still no position available with the Board, shall be removed from the redundancy list.
- 14.7 A teacher who is declared surplus to his/her school and/or redundant to the needs of the system may apply to the Superintendent of Human Resources, through the Federation, for a review of the circumstances leading to that declaration. The teacher may request representation on his/her behalf by a member of the Teachers' Bargaining Unit Executive of the Federation.
- 14.8 It is agreed and understood that the provisions of this Article shall not apply in the case of a teacher where it was mutually agreed that the terms of employment were for a specific length of time, but only in those instances where it can be demonstrated that a reason compatible with the terms of this Collective Agreement existed for specifying the terms of the employment.
- 14.9 It is understood that all teachers on leave, loan, or exchange, or returning from such leave, loan, or exchange, are subject to consideration under the provisions of this Article on the same basis as all other secondary school teachers in the employ of the Board. Except that where a teacher has been on leave, loan, or exchange for a continuous period of more than two (2) years, the teacher upon return shall be declared a system responsibility no longer attached to his/her former school for staffing purposes, and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of teachers.
- 14.10 All vacancies including positions of responsibility, will be posted in all of the Board's Secondary Schools at least seven (7) school days prior to the stated closing date for applications with the proviso of Article 14.4.2.2 a) iv). The seven (7) school day period may be shortened or waived by mutual agreement between the District Officer and the Superintendent of Human Resources.
- 14.11 Any vacancy which occurs for a complete semester in a course or programme shall be recognized as a regular position for the individual who is appointed to it. If a vacancy has arisen from a teacher who is returning to the school's complement for the next staffing round, then both teachers will be considered as part of that school's complement, and will be dealt with by the established staffing procedure.
- 14.12.1 Any vacancies created by members going on Long Term Disability leave or leave in excess of twenty (20) consecutive teaching days, shall be advertised as extended occasional positions, and offered to members on the surplus list according to certification and seniority prior to external advertising.

- 14.12.2 Upon the return of a teacher from an absence due to Long Term Disability of up to five (5) full semesters excluding the semester in which the absence begins, the Board shall place that teacher in his/her former position in his/her former school, Only if the teacher has been declared surplus in his/her school will the teacher become a system responsibility for staffing purposes, and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of teachers who are surplus or redundant to the needs of the system.

Notwithstanding the above, the teacher may agree to accept an alternate placement, mutually agreed upon.

- 14.12.3 Upon the return of a teacher from a leave for Long Term Disability of over five (5) full semesters excluding the semester in which the absence begins, the teacher will become a system responsibility for staffing purposes, and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of teachers who are surplus or redundant to the needs of the system.

- 14.13 If a full-time teacher who is teaching in a single location retires in the middle of the school year, the vacancy created shall be advertised internally as a 6/6 position, The vacancy created by the successful applicant to this position shall be advertised internally to the maximum entitlement of that teacher in his/her former school. If the position is not filled internally, then the vacancy created for the second semester shall be advertised externally as a 3/6 position.

ARTICLE 15.0 - TERMINATION OF EMPLOYMENT

- 15.1.1 A teacher may resign or retire at the end of a semester, after having given notice in writing thirty (30) days prior to the end of the semester.
- 15.1.2 The Board or a teacher may terminate a teacher's employment at any time by mutual consent in writing.
- 15.2 The Board may terminate the employment of a teacher at the end of a school year by following the redundancy procedures under Article 14.0 and having given notice in writing thirty (30) days prior to the end of the school year.
- 15.3 The Board may terminate a teacher's employment for cause at any time after notification in writing as per Article 5.0.
- 15.4 The Board, or a teacher, who is employed as a night school or summer school teacher, shall give written notice to the other party of not less than two weeks to terminate the teacher's employment.

ARTICLE 16.0 - SCHOOL CLOSURE, CONSOLIDATION, TRANSFER, OR EXCHANGE

- 16.1 In the event that the Board closes, consolidates, transfers or exchanges a school, the following procedures will be used to redistribute the staff of the school:
- 16.2 Teachers will be considered surplus to the school which has been closed, consolidated, transferred or exchanged, and placed within another school in the system according to his/her subject qualifications, by the process outlined in Article 14.0.
- 16.3 Teachers holding positions of added responsibility shall, should they no longer hold such positions, have the right of first refusal to comparable new or vacant positions of responsibility for which they are qualified for a period of three years following the closure, consolidation, transfer or exchange.

ARTICLE 17.0 - FINANCIAL SUPPORT FOR SPECIALIZED TRAINING

- 17.1 When the Board specifically requests a teacher to obtain further education or training in an area in which the Board requires greater teacher expertise, the Board shall assume the cost of tuition, textbooks, transportation, and basic room and board for the designated teacher. Transportation, room, and board costs will only be reimbursed when the course of instruction is not available in the Board's jurisdiction.
- 17.2.1 The Board will provide a fund to cover allowances paid to those teachers who are qualified to substitute for an Administrator as outlined in Article 27.1.1.
- 17.2.2 A teacher qualified to substitute for an Administrator who has less than a full-time administrative assignment shall have the amount received prorated.

ARTICLE 18.0 - PERSONAL, COMPASSIONATE AND/OR FAMILY LEAVE

- 18.1.1 Personal leave with pay, to a total of five (5) days per school year, may be granted for reasons which are unavoidable or extraordinary. Such leave shall be granted at the discretion of the principal, in consultation with the designated supervisory officer. Such leave will be deducted from accumulated sick leave. Personal leave cannot be accumulated.

- 18.1.2 Late return from and early leave taken before specified holiday periods will be taken as absence without pay and approved at the discretion of the designated supervisory officer.
- 18.2 Notwithstanding the above, compassionate leave will be granted at the discretion of the principal, in consultation with the designated supervisory officer, and such compassionate leave will not be deducted from accumulated sick leave credits.
- 18.3 Family leave, with pay, to a total of five (5) days per school year, may be granted in the case of a family emergency, or the serious illness of a family member. Such leave may be granted at the discretion of the principal. Such leave will be deducted from accumulated sick leave. Family leave cannot be accumulated.
- 18.4 In the event of extremely severe weather, (eg. cancellation of bus transportation) or if a public road is not plowed for the day, the teacher, after consultation with the site administrator, shall be directed to report to an alternate site, or report to the nearest secondary school, or report late to his/her school when road conditions permit. There shall be no loss of pay for the teacher. Such leave is not deducted from accumulated sick leave.
- 18.5 Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of his/her duties a teacher is quarantined or otherwise prevented by the medical officer of health from attending to his/her duties, leave will be granted without loss of pay.
- 18.6 Leave of absence without loss of seniority shall be granted to a teacher who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which he or she is not a party or one of the persons charged, is absent from duty. The Board shall pay such a teacher the teacher's regular salary provided the teacher presents proof of service to the Board. The teacher shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the teacher receives as a juror or as a witness.

ARTICLE 19.0 - PREGNANCY, PARENTAL AND PATERNAL LEAVE

- 19.1.1 "Pregnancy Leave" means leave taken for purposes related to giving birth and/or recovering therefrom.
- 19.1.2 "Short-term Parental Leave" means leave taken for the purpose of caring for a newborn or for a newly adopted child. The definitions are subject to the definitions and sections of the Employment Standards Act, as amended.

- 19.1.3 “Extended Pregnancy/Parental Leave” means a parenting leave taken for a period in excess of the 35 weeks referred to in the Employment Standards Act, as amended.
- 19.2.1 Pregnancy and Short -Term Parental Leave shall be granted in accordance with the provisions of The Employment Standards Act, as amended, Pregnancy and Parental Leave, and subsequent amendments to the Act.
- 19.2.2 Further to the provisions in The Employment Standards Act, as amended, the teacher may take extended pregnancy/parental leave which shall not be longer than three (3) full academic years excluding the academic year in which the birth or adoption occurs, and accumulate seniority for the period of the extended leave.
- 19.2.3 After the completion of this extended pregnancy/parental leave, the teacher shall be assured of a teaching position with The Limestone District School Board, subject to the application of the Surplus and Redundancy provisions of this agreement, with every effort being made to ensure that the teaching position is comparable to the position previously held at the time the leave commenced. The teacher will provide, prior to 1 March, confirmation of his/her intention to return in September of the same year, or for the second semester in the subsequent year.
- 19.3.1 A teacher on pregnancy/short term parental leave as defined in the Employment Standards Act, as amended, shall continue to be entitled to all rights, benefits, and privileges which he/she would have received had he/she been in active employment including but not limited to:
- a) Pregnancy leave with supplementary employment benefits and allowances up to seventeen (17) weeks and/or short-term parental leave up to eighteen (18) weeks if he/she fulfills the following requirements:
 - i in the case of pregnancy submits with her application a medical certificate certifying that she is pregnant and the expected date of birth of her child (as per Employment Standards Act, as amended); or in the case of adoption, submits proof of receiving the child.
 - ii supplies the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended.
 - iii signs an agreement with the Board stating that he/she will return to work and remain in the service of the Board for a period of at least four months after his/her return to work; and that he/she will return to work on the date of expiry of his/her

pregnancy/short-term parental leave, unless this date is modified with the consent of the Board or unless the teacher is thereupon entitled to another leave provided for in this Agreement.

Should the teacher fail to make himself/herself available to return to work, the teacher recognizes that he/she is indebted to the Board for the amount received as pregnancy/short-term parental supplementary employment benefits. If it is mutually agreed upon by the Board and the teacher that he/she leave the employ of the Board, then all monies paid as supplementary employment benefits may be retained by the teacher without repayment.

accumulation of credit for sick leave, seniority, and teaching experience. (Teaching experience shall only be granted for the seventeen (17) week period, and/or the eighteen (18) week parental leave except as provided for in (d) below).

full employee benefits as subscribed to by the teacher prior to commencing the leave;

if the Board requests a teacher to take more than seventeen (17) consecutive weeks of pregnancy leave, and/or eighteen (18) weeks of parental leave, the Board shall do so in writing, and if the teacher agrees, the teacher shall receive full salary, allowances, benefits, seniority accumulation, sick leave credits, and teaching experience, for the period of such extension.

19.3.2.1 Payments made during the pregnancy/short-term parental leave according to the Supplementary Employment Benefits (SEB) Plan shall be as follows:

- a) in the case of Pregnancy Leave, two (2) weeks' payment equivalent to sixty (60%) percent of the weekly teaching wage, followed by up to fifteen (15) weeks' payments equivalent to the difference between the teacher's weekly rate of employment insurance benefits and sixty (60%) percent of the weekly teaching wage, all with no deduction from sick leave. In the case of Short Term Parental Leave, two (2) weeks' payment equivalent to sixty (60%) percent of the weekly teaching wage, followed by up to ten (10) weeks' payments equivalent to the difference between the teacher's weekly rate of employment insurance benefits and sixty (60%) percent of the weekly teaching wage, all with no deduction from sick leave. The weekly teaching wage would be calculated at the rate of:

$$\text{Weekly teaching wage} = \frac{\text{Annual Salary} \times 5}{194}$$

where a teacher becomes eligible for an annual increment during the period of pregnancy/short-term parental leave, payments under (a) shall be adjusted accordingly.

19.3.2.2 No supplemental benefit will be paid under this plan for a week which falls outside the teacher's normal employment period.

19.3.3 Up to the commencement of pregnancy/short-term parental leave, the teacher is entitled to be paid according to the following formula:

$$\text{PAY} = \frac{\text{Number of days taught in the current school year}}{194} \times \text{Salary}$$

19.3.4 It is understood that the teacher on pregnancy/short-term parental leave or extended pregnancy/parental leave shall be subject to the surplus and redundancy provisions as set out in Article 14.0.

19.3.5 The duration of the plan shall coincide with the duration of this Collective Agreement.

19.3.6 Employees disentitled or disqualified from receiving E.I. benefits are ineligible for SEB.

19.3.7 Teachers do not have a right to SEB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.

19.3.8 The plan shall be financed from the employer's general revenues. SEB payments will be kept separate from payroll records.

19.3.9 The teacher must provide the Board with the proof that he/she is receiving E.I. benefits before SEB is payable.

19.3.10 Payments such as guaranteed annual remuneration, deferred remuneration or severance pay are not reduced or increased by payments received under this article.

19.4 Paternal leave, with pay, to a total of five (5) days per school year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the principal, in consultation with the designated supervisory officer and shall not be deducted from sick leave.

- 19.5.1 Extended Paternal leave, without pay, may be extended for a period of not longer than three full academic years excluding the academic year in which the birth or adoption occurs. Seniority will be accumulated for the period of extended leave. The employer shall be given four months notice, in writing, of the day upon which the employee intends to commence his leave of absence. Such notice shall be given unless there are reasons which are unavoidable or extraordinary.
- 19.5.2 After the completion of this extended paternal leave, the teacher shall be assured of a teaching position with The Limestone District School Board, with every effort being made to ensure that the teaching position is comparable to the position previously held at the time the leave commenced. The teacher will provide, prior to 1 March, confirmation of his intention to return in September of the same year, or for the second semester in a subsequent year.
- 19.6 Teachers on extended pregnancy/parental leave or paternal leave may retain membership in the Board's benefit plans provided the teacher pays the entire cost associated with continuing coverage and subject to the provisions of the insurance carriers.

ARTICLE 20.0 - LEAVE OF ABSENCE FOR PROFESSIONAL ENRICHMENT

- 20.1 Leave of absence may be granted to teachers for the purpose of professional enrichment where such is related to teaching under the terms and conditions set out in the following sections.
- 20.2 Leave of absence for professional enrichment will normally be limited to not more than three years duration, requested on a yearly basis.
- 20.3 Unless otherwise approved by the Board, the maximum number of teachers granted such leave in any one school year shall not exceed 1% of the total teaching staff.
- 20.4 Teachers eligible to apply for such leave of absence shall have at least the following qualifications:
- a) Membership in good standing with the Ontario College of Teachers and
 - b) Two years of service with the Limestone District School Board or its predecessors.
- 20.5 Leave of absence will be granted under the following conditions:
- 20.5.1 Salary will not be paid during a leave of absence approved under this Article.

- 20.5.2 Where full-time paid employment is not part of the leave of absence for professional enrichment, the Board shall pay the employer portion of the employee benefit contributions as required by Article 39.0 on behalf of the teacher, as applicable to the salary which the teacher was receiving at the commencement of the leave.
- 20.5.3 A teacher who is on a leave of absence for professional enrichment shall notify the Board of his/her intention to return by 1 March for the following school year. Upon the return of a teacher from a leave for professional enrichment, the Board shall endeavour to place that teacher in the teacher's former position, in the teacher's former school, subject to staffing procedures in Article 14 of this agreement. It is understood that the Board's inability to place that teacher in the teacher's former school shall not be a violation of the Agreement.
- 20.5.4 On return from a leave of absence for professional enrichment the teacher may apply to have the Board consider such leave as teaching or related experience as specified in Sections 35.4 and 37.8.
- 20.5.5 Sick leave credit will not be granted for the period of the leave for professional enrichment.
- 20.5.6 While on leave of absence for professional enrichment the teacher shall continue to accrue full seniority.
- 20.6 Unless otherwise approved by the Board, teachers on such leave of absence shall agree to return to the employ of the Board for a period at least equal to the number of years of such leave.
- 20.7 Applications for such leave of absence to commence in September must be received by the Director of Education, together with a proposed professional enrichment study programme, on or before 1 March.

ARTICLE 21.0 - LEAVE OF ABSENCE FOR REASONS OTHER THAN PROFESSIONAL ENRICHMENT

- 21.1 Leave of absence may be granted for reasons not associated with professional enrichment, under the terms and conditions set out in the following sections.
- 21.2 A teacher granted a leave of absence for reasons other than professional enrichment shall confirm, in the final year of the leave, his/her intention to return or not to return by notifying the Board in writing not later than 1 March for the following school year and 1 November for semester II.

- 21.3 Provided the teacher undertakes to reimburse the Board for the total premiums, the Board will pay 100% of the required contributions to maintain all employee benefits.
- 21.4 Time spent on a leave of absence for reasons other than professional enrichment shall not count as teaching experience for salary purposes.
- 21.5 While on a leave of absence for reasons other than professional enrichment, the teacher shall continue to accrue full seniority.
- 21.6 Work experience related to their subject certification gained by teachers of technical subjects during such leave and approved by the appropriate supervisory officer shall be credited to the teacher.
- 21.7 Upon the return of a teacher from his/her leave of absence, for reasons other than professional enrichment, the Board shall endeavour to place that teacher in the teacher's former position, in the teacher's former school, subject to the staffing procedures in Article 14.0 of this agreement. It is understood that the Board's inability to place that teacher in the teacher's former school shall not be a violation of the Agreement.
- 21.8 Leave of absence will normally be limited to not more than three years duration, requested on a yearly basis by 1 March of the year prior to the leave, and with an indication by 1 March of each year of the leave of the intention for the following year.
- 21.9 A teacher taking a leave of absence under Articles 14.6.1 or 14.6.2 may terminate the leave when offered a regular teaching position. Also a teacher taking a leave under Articles 14.6.1 or 14.6.2 may be placed on the preferred occasional teacher list and may work as an occasional teacher during this leave of absence.

ARTICLE 22.0 - LEAVE OF ABSENCE FOR TEACHERS TO SERVE WITH SERVICE ORGANIZATIONS

- 22.1 When a request is made by a teacher for leave of absence to serve with a service-oriented organization such as C.U.S.O., H.U.S.O., O.X.F.A.M., U.S.O., or other organizations approved by the Board, such leave may be granted under the terms and conditions set out in the following sections.
- 22.2 A teacher applying for service organization leave shall have at least two years of teaching service with the Board immediately prior to service with a service

organization, shall be a member in good standing with the Ontario College of Teachers.

- 22.3 Unless otherwise approved by the Board, a teacher granted service organization leave shall agree to confirm his/her intention to return or not to return by notifying the Board not later than 1 March of his/her final year with the service organization.
- 22.4 A teacher granted leave to serve with a service organization shall be eligible, on his/her return to staff, for any revision in salary to which he/she would have been entitled had the leave not been taken.
- 22.5 While on leave of absence for service with a service organization, the teacher shall continue to accrue full seniority.
- 22.6 Upon the return of a teacher from a service organization leave, the Board shall endeavour to place that teacher in the teacher's former position, in the teacher's former school, subject to the staffing procedures in Article 14.0 of this agreement. It is understood that the Board's inability to place that teacher in the teacher's former school shall not be a violation of the Agreement.
- 22.7 Leave of absence will normally be limited to not more than three years duration, requested on a yearly basis by 1 March of the year prior to the leave, and with an indication by 1 March of each year of the leave of the intention for the following year.
- 22.8 Unless otherwise approved by the Board, teachers on such leave of absence shall agree to return to the employ of the Board for a period at least equal to the number of years of such leave.

ARTICLE 23.0 - TEACHERS ON LOAN TO DEPARTMENT OF NATIONAL DEFENCE SCHOOLS OVERSEAS

- 23.1 Permission may be granted to teachers to serve in Department of National Defence Schools Overseas under the terms and conditions set out in the following sections.
- 23.2 A teacher who wishes to volunteer his/her services to D.N.D. schools must make application, through the Director of Education, not later than 1 November in the year preceding the year in which he/she wishes to serve.
- 23.3 An applicant must have a permanent position with the Board prior to September of the year in which he/she wishes to serve with D.N.D. Schools Overseas.

- 23.4 While on a loan to Department of National Defence Schools Overseas, the teacher shall continue to accrue full seniority.
- 23.5 Upon the return of a teacher from loan to a Department of National Defence school overseas, the Board shall endeavour to place that teacher in the teacher's former position, in the teacher's former school, subject to the staffing procedures in Article 14 of this agreement. It is understood that the Board's inability to place that teacher in the teacher's former school shall not be a violation of the Agreement.
- 23.6 Leave of absence for teachers on loan to Department of National Defence (DND) schools will normally be for two years' duration, requested by 1 March of the year prior to the leave. Where DND requests an individual for any additional years the Board will consider the request.

ARTICLE 24.0 - TEACHER EXCHANGES BETWEEN BOARDS, PROVINCES OR COUNTRIES

- 24.1 The Board is prepared to accept the conditions as outlined by the Ministry of Education and Training Memorandum, in force during the period of this Agreement, with respect to teacher exchanges between Boards, provinces, or countries, including its willingness to pay the amount indicated in the Memorandum to the exchange teacher coming to the Board.
- 24.2 Applications shall be submitted to the Board for approval not later than one month prior to the deadline date set forth in the appropriate Ministry of Education and Training Memorandum in force.
- 24.3 In the final year of such leave a teacher on exchange shall notify the Board no later than 1 March confirming his/her intention to return the following school year.
- 24.4 While on teacher exchange, the teacher shall continue to accrue full seniority.
- 24.5 Upon the return of a teacher from a teacher exchange, the Board shall endeavour to place that teacher in the teacher's former position, in the teacher's former school, subject to the staffing procedures in Article 14.0 of this agreement. It is understood that the Board's inability to place that teacher in the teacher's former school shall not be a violation of the Agreement.
- 24.6 Leave of absence for teacher exchanges will normally be limited to not more than three years duration, requested on a yearly basis by 1 March of the year prior to the leave, and with an indication by 1 March of each year of the leave of the intention for the following year.

- 24.7 It is agreed that teacher exchanges will be between teachers with similar subject qualifications.

ARTICLE 25.0 - FUNDED LEAVES

- 25.1 There shall be two kinds of funded leave available to teachers in the employ of the Board, namely:
- a) Teacher-funded Sabbatical Leave with Salary Holdback (25.2)
 - b) Self-funded Leave (X/Y) (25.3).
- 25.2 Teacher-Funded Sabbatical Leave with Salary Holdback
- 25.2.1 Applications using the Self-funded Leave form which has been jointly agreed to by the Board and the Federation, shall be submitted by 15 February, to begin the programme the following school year, to the Leave Review Committee whose membership shall include the following:
- 2 representatives from the Board
 - 2 representatives from the Federation
- 25.2.2 Applications shall be considered by 1 March to begin the programme the following school year. The granting of such a leave shall be governed by the following criteria:
- a) the teacher holds a permanent position with the Board and has at least seven (7) years teaching experience with the Board;
 - b) the teacher is unlikely to be declared surplus;
 - c) the teacher must declare that, except for emergency circumstances, he/she intends to serve the Board to the end of the completion of the plan;
 - d) the potential for programme disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
 - e) the leave will occur in the second semester of the school year;
 - f) the teacher replacing the teacher on such leave has less than three (3) years teaching experience;

g) such other criteria as seen by the Staff Review Committee to be appropriate in the individual circumstances.

- 25.2.3 The salary held back by the Board, at the request of the teacher, shall be placed in a financial institution of the teacher's choice in trust for the teacher, and given to the teacher along with any accrued interest, in a manner prescribed by the teacher, in the year in which the leave is taken. It is understood that the Education Family Savings and Credit Union may be chosen and that the Federation agrees to pay any costs incurred by the Board in becoming a member.
- 25.2.4 The Board shall pay the employer portion of the employee benefit contributions as required by Article 39.0, on behalf of the teacher, during the semester of the leave.
- 25.2.5 The Board shall pay \$200.00 to the teacher during the year of the leave. This amount is to be pro-rated in the same ratio as the part-time teaching assignment bears to the full time teaching assignment.
- 25.2.6 Teachers' Pension Plan contributions are permitted as provided by the Teachers' Pension Plan Act, which is, that the percentage rate stipulated in the Act, applied to the total salary that the teacher would have received had the Teacher-Funded Sabbatical not been taken, may be contributed by the teacher directly to the Teachers' Pension Plan. This amount shall be paid to the teacher, by the Board, on receipt of confirmation that the teacher has paid the permitted amount to the Teachers' Pension Plan,
- 25.2.7 If the teacher is declared redundant to the system during the years of salary holdback leading to this Sabbatical Leave, the Board shall pay to the teacher the full amount of salary withheld up to the time along with any accrued interest, in a manner to be determined by the teacher.
- 25.2.8 A teacher may withdraw from the plan any time prior to taking the leave of absence provided that he/she has applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the teacher within sixty (60) days of the notification of the desire to leave the plan.
- 25.2.9 If the teacher leaves the employ of the Board prior to taking the leave, the Board shall pay to the teacher the full amount of salary withheld up to the point along with any accrued interest, in a manner to be determined by the teacher. If the teacher dies prior to going on leave, the Board shall pay the full amount of a salary withheld up to that point along with any accrued interest on a date specified, in a manner to be determined by the executors or administrators of the estate.

- 25.2.10 If a teacher who is on Teacher-funded Sabbatical Leave with Salary Holdback, decides not to return to the Board, the teacher shall notify the Board not later than six months prior to the previously arranged date of return, of his/her intention not to return. This notification shall constitute a resignation by the teacher.
- 25.2.11 While on, and/or at the time of returning from Teacher-funded Sabbatical Leave with Salary Holdback, the Board shall:
- a) endeavour to restore that teacher to the teacher's former school. It is understood that the Board's inability to do so shall not be a violation of this Agreement;
 - b) with the exception of Teachers' Pension Plan deductions, maintain the employer portion of the employee benefit contributions as required by Article 39.0 and applicable to the teacher had the leave not been taken.
- 25.2.12 A teacher on Teacher-funded Sabbatical Leave with Salary Holdback shall continue to accrue full seniority.
- 25.2.13 Sick leave credit will not be granted for the actual period of time associated with a Teacher-funded Sabbatical Leave but shall be maintained and pro-rated to the extent that a teacher, while on a partial sabbatical retains a regular teaching assignment and/or administrative responsibilities.
- 25.2.14 All subsections, where appropriate, shall be pro- rated when leaves are less than one full year.
- 25.3 Self-Funded Leave (X/Y)
- 25.3.1 This plan is available to teachers who wish to take a leave of absence, with pay, by spreading 'x' years' salary over a 'y' year period. 'x' shall be less than 'y'. 'y' cannot be less than three (3) or greater than seven (7).
- 25.3.2 The parties agree to the implementation of the self- funded leave plan as outlined below.
- 25.3.3 The Federation and the Board acknowledge that the granting of such leaves shall be used to reduce the incidence of declaring teachers surplus, thereby reducing the extent to which the termination of teachers' employment is necessary. The granting of leaves under this programme is considered separate from any existing programmes of leaves.
- 25.3.4 The teacher shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effect on a teacher's Pension Plan and income tax provisions.

25.3.5 Applications using the X/Y Self-funded Leave form which has been jointly agreed to by the Board and the Federation shall be submitted, by 15 February to begin the programme the following September, to the Leave Review Committee whose membership shall include the following:

- 2 representatives from the Board
- 2 representatives from the Federation

Applications shall be considered by 1 March to begin the programme the following September. The granting of such a leave shall be governed by the following criteria:

- a) the teacher holds a permanent position with the Board;
- b) the teacher is unlikely to be declared surplus during the term of the plan;
- c) the teacher must agree to return to the Board after the period of leave for a time at least equal to the length of the leave;
- d) the potential for programme disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- e) such other criteria as considered by the Leave Review Committee to be appropriate in the individual circumstances.

25.3.6 All leaves approved by the Leave Review Committee shall be forwarded to the Board for their subsequent approval. Denial by the Board shall not be considered a violation of this Agreement.

25.3.7 In the 'y' years of the plan, the teacher will be paid a fraction of his/her gross salary equal to x/y . The remaining portion of the salary, plus allowances will be accumulated, and this amount plus any interest earned shall be held by the Board to help finance the year of leave. The amount of salary withheld by the Board shall be deposited in a "trust account" for each individual at the time of regular salary payments; such "trust account" will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a monthly basis and compounded so as to be at the highest rate paid on the institution's regular "bonus" savings account.

A ledger reference of each individual teacher's contribution shall be maintained by the Board. A statement of each teacher's account will be issued at the end of each school year.

25.3.8 In the event the leave is taken before the y'th year of the plan, the Board agrees to advance during a teacher's leave year an amount equal to the difference between

the accrued amount withheld, as described in 25.3.7 and $((x/y) \times 100)\%$ of the teacher's salary as determined by the Collective Agreement in effect at the time of leave-taking.

- 25.3.9 If the amount received by the teacher during the leave is more than the accumulated amount in the teacher's account, then on return from the leave, the teacher shall repay the difference [with interest allowed to accumulate only up to the end of the 'y'th year of the plan, at the rate stated in 25.3.71. The teacher upon return may have the option of payment through withholding $((1/y) \times 100)\%$ of the teacher's salary paid in accordance with the Collective Agreement until the full balance is paid or, by direct payment in one (1) lump sum of the amount owing to the Board.
- 25.3.10 If the amount received by the teacher during the leave is less than the accumulated amount in the teacher's account, the teacher shall receive the excess in payments at the teacher's discretion.
- 25.3.11 During all years that the individual teacher is participating in the self-funded leave plan, all employee benefits shall be maintained according to the Collective Agreement at a level as if the teacher were being paid at 100% of his/her salary.
- 25.3.12 The teacher's fringe benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the teacher were being paid at 100% of salary.
- 25.3.13 A teacher participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year's seniority.
- 25.3.14 Sick leave credits shall not accumulate during the year spent on leave.
- 25.3.15 Teachers' Pension Plan deductions are to be continued as required by the Teachers' Pension Plan Act on the deemed pensionable salary during all the years that the teacher is participating, including the year on leave.
- 25.3.16.1 A teacher may withdraw from the plan any time prior to taking his/her leave of absence provided that he/she has applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the teacher within sixty days of the notification of his/her desire to leave the plan.
- 25.3.16.2 Notwithstanding 25.3.16.1, a teacher approved for the self-funded leave plan will not be considered for any other type of leave, unless the teacher withdraws first from the self-funded leave plan.

- 25.3.17 Should a teacher die while participating in the plan any balance in the teacher's account at the time of death shall be paid to the teacher's estate. Any amount due to the Board shall be an obligation of the teacher's estate and binding upon the teacher's heirs, executors or administrators.
- 25.3.18 All teachers wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- 25.3.19 Income tax shall be deducted on the actual amounts received by the teacher during each of the years of the plan, subject to the income tax regulations in effect at that time.
- 25.3.20 During the self-funded leave year, the teacher may engage in such plans of education and employment as he/she chooses, except that he/she may not be employed by the Board in any capacity.
- 25.3.21 Upon the return of a teacher from a self-funded leave, the Board shall place that teacher in his/her former teaching position in his/her former school. Only if that position ceases to exist, or the teacher is declared surplus in the year of return will the Article of this Collective Agreement having to do with the placement of teachers who are surplus or redundant to the needs of the system be applied.
- Notwithstanding the above, the teacher may agree to accept an alternate placement, mutually agreed upon.
- 25.3.22 The financial aspects of this Section shall be administered by the Superintendent of Finance.

ARTICLE 26.0 - FEDERATION LEAVE

- 26.1 At the request of the Federation, the Board shall permit up to three members (or equivalent), not more than one of which would be split into not more than two half-time leaves, designated by the Federation, to act as members on Federation Leave. The members shall be released from teaching duties on a full-time or part-time basis, without loss of salary, employee benefits (including Teachers' Pension Plan), and seniority with respect to recognized teaching experience. In all respects, the teachers will remain full-time teachers with the Board.
- 26.2 The Federation will give at least two weeks' notice to the Board of its intention to designate a teacher or teachers in the positions of District Officer and/or members on Federation Leave for a given school year. Normally notice will be given prior to the third Friday of May of the previous year. Such notice shall be given unless

there are reasons which are unavoidable or extraordinary. Sufficient time will be allowed following this designation for staffing adjustments to be made in the school(s) involved, such adjustments being acceptable to the Board, The District Officer or Federation Leave position(s) shall commence only upon the completion of the required staffing arrangements.

- 26.3.1 Release time as necessary, will be provided for each bargaining unit representative for the performance of Federation duties involved with the interpretation or application of this Collective Agreement.
- 26.3.2 The Federation shall notify the Board of the names of bargaining unit representatives to receive such Federation leave. Reasonable notice of such leave will be requested from the Principal and the time period will be mutually agreed upon.
- 26.4.1 The costs associated with the District Officer position or members on Federation Leave shall be the total costs incurred by the Board on behalf of the teachers, such expenditures being those required if the teachers had a regular full-time teaching assignment (except for the salary adjustment as indicated in 26.4.2 below) and had not undertaken the responsibilities of the District Officer position and/or member(s) on Federation Leave.
- 26.4.2.1 If the District Officer is a teacher (T.B.U.) and current employee of the Board, the District Officer's annual salary, on the basis of an eleven-month year, shall be the greater of:
- a) 1.1 X the member's salary based on his or
her previous position,
- or
- b) 1.1 X $\frac{\text{minimum Category 1} + \text{maximum Category 4}}{2}$
- 26.4.2.2 In all other circumstances, the District Officer's salary is to be determined by the District Executive.
- 26.4.3 Each member on Federation Leave shall receive the salary and benefits he/she would normally receive if he/she had not gone on leave except that the District Officer's salary will be that calculated in Article 26.4.2.
- 26.4.4 The District Officer or member on Federation Leave costs as defined in 26.4.1 and 26.4.2 shall be covered as follows:

- a) The Board's Accumulated Sick Leave plan shall be registered with The Employment Insurance Commission as a Wage Loss Replacement Plan with 5/12ths of the resulting maximum allowable premium reduction in the Board's contribution being applied against the District Officer position.
 - b) Should the funds provided in 26.4.4 a) not be adequate, the Board will provide the remaining balance for the salaries or members on Federation Leave. Such finding shall be reimbursed to the Board by the Federation.
- 26.5 Should the Federation choose not to exercise its prerogative of designating a District Officer or member on Federation Leave, or should the funds generated in 26.4.4 a) be in excess of the amount required, all such unused or unrequired funds shall be turned over to OSSTF Limestone District 27 for the equitable disbursement of those funds.
- 26.6 Upon the return of a teacher to normal teaching duties, having held the District Officer or Federation Leave position for up to two (2) years, the Board shall restore that teacher to the teacher's former position in the teacher's former school. In the event a teacher holds the District Officer position, or has Federation Leave, for more than two (2) years, upon the return of that teacher to normal teaching duties, the Board shall, if possible, restore that teacher to a position equivalent to the position he/she would have held, had he/she not accepted the Federation Leave.
- 26.7.1 Federation Leave shall be granted to members who serve as Federation representatives on Board-Federation committees which are convened during school hours. Such leaves will be covered by the Board with occasional teachers.
- 26.7.2 Short term Federation Leaves will not reduce the number of days available under Article 26.1.

ARTICLE 27.0 - DESIGNATE AND ACTING ADMINISTRATIVE POSITIONS

- 27.1.1 A teacher who is a member of the bargaining unit, who is qualified, may substitute for an Administrator for a period of not less than a day on a temporary basis but not to exceed forty (40) days in a school year.
- 27.1.2 The teacher will continue to be subject to all terms and conditions of this Collective Agreement.
- 27.1.3 A teacher acting as a principal or vice-principal designate shall not result in additional duties or workload for other bargaining unit members.

- 27.1.4 A teacher acting in the role of principal or vice-principal designate may not be involved in performance evaluations.
- 27.2 Notwithstanding Article 1.1, a teacher may be appointed to a position of Acting Principal or Vice-Principal for a period not to exceed two (2) years. For the purposes of determining seniority, service in an acting position shall be considered as continuous service within the bargaining unit. Following the replacement period and upon return to the Bargaining Unit the teacher shall pay a fee equivalent to the union dues in accordance with Article 2.0 for the acting period.

ARTICLE 28.0 - CUMULATIVE SICK LEAVE AND GRATUITY PLANS

Retirement Gratuity Plan

- 28.1 As permitted by, and subject to the requirements of the Education Act, a Cumulative Sick Leave and Retirement Gratuity Plan is authorized for the benefit of all regular teacher employees of the Board.
- 28.2 All regular full-time teachers and temporary or part-time teachers on continuous employment longer than one month shall be eligible for sick leave benefits if they are unable to work because of illness.
- 28.3
- a) Each eligible regular full-time teacher shall be entitled to a credit of 20 days for each school year.
 - b) Each eligible temporary or part-time teacher shall be entitled to a credit of 2 days for each full month of employment.
- 28.4 A teacher commencing employment with the Board is entitled to transfer his/her accumulated sick leave credits, up to the maximum accumulation permitted under this Agreement, but no transfer shall be made if the employee received from a former employer a sick leave credit gratuity.
- 28.5
- a) A teacher shall be entitled to accumulate all unused days of credit allowed under Article 28.3 above, to a maximum of 200 days.
 - b) Every teacher eligible for sick leave credits under this policy (except those who have received retirement gratuity payments), who resigns and is later rehired without otherwise having been gainfully employed, shall receive credit for sick leave days earned prior to resignation and accumulated under Article 28.5 a) to that date. The burden of satisfactory proof to establish recognition of credits shall be borne by the claimant.

28.6 When an employee is on a Board approved modified work plan or a Board approved rehabilitative work plan, the Board shall pay sick leave benefits as provided for in Article 28.0 prorated in the proportion to the reduction of teaching load and the receipt of any other benefits such as Long Term Disability or Workers' Benefits up to the amount to ensure that the employee suffers no reduction of net income.

28.7.1 All teachers employed by the Board shall be eligible for a sick leave gratuity according to the terms of Articles 28.7.2 to 28.7.5, except teachers who were hired by the Lennox and Addington Board of Education before May 6, 1997 and are eligible for a sick leave gratuity according to Article 28.8.

28.7.2 A teacher who has been in the service of this Board for ten (10) years or more and who is eligible for a pension under the provisions of the Teachers' Pension Plan Act, or who, because of age, illness or disability, retires, shall, upon his/her retirement and subject to Article 14.6.3 b) of this agreement, be paid a gratuity in an amount calculated by the formula:

$$1 / 2 \quad \frac{\text{Accum. Sick Leave X Yearly Salary Rate}}{\text{Credit Days} \quad \text{at Date of Retirement}} \\ 200$$

The amount calculated above shall be paid to the teacher within ninety (90) calendar days of the teacher's retirement date.

28.7.3 A teacher who in terms of the Legislation or Agreement between the Provincial Government and the Ontario Teachers' Federation which permits early retirement of teachers, either voluntarily retires or is requested to retire by this Board and who qualifies for an unreduced pension, shall be paid a retirement gratuity in an amount calculated by the formula:

$$1/2X \quad \frac{\text{Accum. Sick Leave X Years of Service}}{\text{Credit days} \quad \text{With Board(max. 10)}} \quad X \text{ Yearly Salary} \\ 200 \quad 10 \quad \text{Rate at Date of retirement}$$

The amount calculated above shall be paid to the teacher within ninety (90) calendar days of the teacher's retirement date.

28.7.4 In the event of the death of a teacher, a gratuity shall be paid to the estate of the deceased teacher calculated by the formula:

$$1/2X \quad \frac{\text{Accum. Sick Leave X Yearly Salary Rate}}{\text{Credit Days} \quad \text{at Time of Death}} \\ 200$$

The amount calculated above shall be paid to the Estate of the teacher within two months of the date of the teacher's death.

- 28.7.5 An additional 20 non-cumulative days will be granted in each of the last three years before retirement to a teacher who has accumulated the maximum number allowable under Article 28.5 (i.e. 200 days), so that the teacher will have available 40 days of sick leave in each of those years to protect his/her retirement gratuity.

Sick Leave Credit Plan

- 28.8 a) A teacher who was under contract as a teacher with the Lennox and Addington County Board of Education as of May 5, 1997, having not less than ten years of full-time service with the Limestone District School Board or its predecessor boards, shall receive an amount calculated in the manner outlined below upon termination of employment with the Board:

$$\begin{array}{lcl} \text{Sick Leave} & \text{Cumulative X} & 1/2 \text{ salary of current} \\ \text{Credit Gratuity} = & \frac{\text{Sick Leave}}{200} & \text{school year} \end{array}$$

to a maximum gratuity of 1/2 year's salary.

- b) The sick leave credit gratuity may be paid in two equal installments in January of the two years following the termination of employment, or in any other form of installments mutually agreeable between the Board and the teacher, but in no case will the gratuity or any part thereof be paid until the following January.
- c) In the event of the death of a teacher under contract with the Board, who is eligible to receive a sick leave credit gratuity in accordance with this clause, the Board shall pay to the deceased's estate a sum calculated in accordance with this clause.
- d) In the event of the death of a teacher who has not yet received the gratuity to which he or she is entitled under this clause, the Board shall pay to the deceased's estate the amount of the gratuity.
- e) A teacher may accumulate in his or her account an additional 20 days sick leave per year to a maximum of 300 days. Any sick leave days credited to a teacher in excess of 200 days may be used only in the school year in which he or she is to retire and only if the teacher has been employed by the Board or predecessor Boards for 20 or more years.

- 28.9 The Superintendent of Finance shall have the responsibility of administering the Sick Leave Credit Plan, including the authority, subject to appeal to the Board by the Federation, to allow or disallow any sick leave credits or deductions therefrom under the plan.
- 28.10 The Superintendent of Finance shall keep registers which will record the cumulative credits and deductions. Each teacher shall be informed annually of the status of his/her cumulative sick leave credits.
- 28.11 In all cases of prolonged illness, a certificate from a qualified medical practitioner, certifying to the illness of the teacher, may be required monthly before any payment of salary for the accumulated sick leave is made.
- 28.12 The Board may, at any time, request a teacher to submit a certificate of health signed by a duly qualified medical practitioner named by the Board.

ARTICLE 29.0 - WORKPLACE SAFETY AND INSURANCE ACT

- 29.1 It is agreed that, when a member of the teaching staff is eligible for and receives approval of payment of Workers' Benefits, the days lost will not be deducted from his/her sick leave.
- 29.2 It is agreed that, when a teacher is eligible for and receives approval of claim by the Workplace Safety and Insurance Board:
- 29.2.1 the Workers' Benefits payment shall be remitted to the Board;
- 29.2.2 the teacher shall receive 90% of pay from the Board while a member of the teaching staff, until retirement;
- 29.2.3 there shall be no deduction of sick leave credits from the teacher.

ARTICLE 30.0 - HEALTH AND SAFETY

- 30.1 The Board agrees to comply with the provisions of the Occupational Health and Safety Act, as amended, and the Regulations made thereunder.
- 30.2 The Board shall ensure that first aid and safety (including WHMIS) training programs are normally available to members during regular school hours.
- 30.3 The Board shall employ an occasional teacher to cover any absences caused by a member undertaking first aid or safety (including WHMIS) training provided by the employer during school hours.

ARTICLE 31.0 - PART TIME TEACHERS

The provisions of this Article are found elsewhere throughout the agreement but are collated here for ease of reference.

- 31.1.1 All requests for a leave to reduce teaching load shall be made by 1 March, or 1 November for Semester II, and should be supported by a letter stating relevant details and considerations such as the nature of the change, the length of time the change is to be in effect, and the terms of the teacher's return to his/her previous status. (Article 11.1.5)
- 31.1.2 At the end of the part-time assignment, the teacher will have the right to return to his/her previous teaching status with the Board. Normally the teacher cannot expect to return to his/her previous teaching status until the expiration of the part-time teaching assignment. (Article 11.1.6)
- 31.1.3 Should the teacher wish to return to his/her previous teaching status earlier than arranged, he/she must provide written notification to the Superintendent of Human Resources by 1 March of any year for return the following September. When a teacher exercises this option, the Board will notify the Federation. (Article 11.1.7)
- 31.2.1 A part-time teacher shall be paid at the rate of salary for his/her category, to include appropriate allowances for teaching and related experience, post-graduate degrees, employee benefits, and cost of living allowances as provided in this Agreement, all of which shall be in addition to workload, prorated in the same ratio as the part-time teaching assignment bears to a full-time teaching assignment. (Article 11.4.1)
- 31.2.2 All teachers on part-time employment with the Board will accrue seniority at the full-time rate during the period of his/her part-time employment. (Article 11.4.2)
- 31.3.1 A part-time teacher whose work load in the two semesters is not equal (e.g. 1/6 in Semester I and 3/6 in Semester II), shall be paid in the same fraction as the fractions worked in each semester, except as provided for in Article 37.11.7. (Article 37.11.6)
- 31.3.2 A teacher who chooses to teach part-time for a school year, shall have the option, if exercised prior to 1 August for the upcoming school year, of having his/her salary paid according to his/her teaching assignment each semester, or divided equally between the two semesters. (Article 37.11.7)

ARTICLE 32.0 - COMMUNITY EDUCATION PROGRAM

32.1 It is agreed that for the purposes of staffing, the Community Education Program is considered to be a secondary school.

32.2 All teachers teaching in the Community Education Program within the regular school day and within the regular school year, are entitled to and subject to all the terms and conditions, rights, obligations and privileges specified in this Collective Agreement.

32.3 For the purposes of this Article, a teacher is defined as a certificated teacher teaching Secondary School credits within the regular school day and within the regular school year.

32.4 A teacher within the Community Education Program shall be paid a grid salary based on the rate of salary for his/her category, to include appropriate allowances/adjustments for teaching and related experience, post-graduate degrees, employee benefits, and cost of living allowances as provided in this agreement.

32.5 For the purposes of interpreting this Article only, a full-time teaching assignment within the Community Education Program shall be deemed to consist of 5.5 hours per day.

32.6 Each teacher's entitlement shall be calculated as follows:

Number of Hours Taught Per Week	(Rounded off to the)
-----	(nearest sixth)
27.5	

32.7 In the event that a teacher who is teaching full-time, teaches over and above the number of instructional days (as per Ministry Form 94) in a normal ten-month year, a per diem salary shall be paid and calculated as follows:

Annual Salary

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32.8 A part-time teacher within the Community Education Program who teaches over and above the number of instructional days (as per Ministry Form 94), shall be paid a per diem salary calculated as follows:

Annual Salary		Daily Hours (max 5.5)
-----	X	-----
194		5.5

- 32.9 Teachers within the Community Education Program shall be placed on the Seniority List, in accordance with subject certification and the procedures specified in Article 13.0 of the Collective Agreement.

ARTICLE 33.0 - SUMMER SCHOOL AND NIGHT SCHOOL STAFFING

- 33.1 All night school and summer school teaching positions will be advertised in accordance with Article 14.10.
- 33.2 When hiring teachers for credit courses offered in Night and Summer School, the Board agrees to give preference, in those subjects for which the teacher is qualified, in the following order:
- i) secondary teachers of the TBU who are surplus;
 - ii) secondary teachers of the TBU who are currently teaching part-time for any reason;
 - iii) other teachers of the TBU.

ARTICLE 34.0 - TRAVEL ALLOWANCES

- 34.1.1 A teacher, required by the Board to use his/her own car to travel on official Board business, shall be paid at the regular rate established by Board policy. Those teachers assigned to two or more schools are eligible for travel allowance at the rate permitted by this clause.
- 34.1.2 A teacher being paid travel allowance under this article shall be required to carry proper insurance on his/her car.
- 34.1.3 A teacher who is moved by management transfer or is declared surplus according to Article 14.0, and is assigned to another school which is in excess of fifty-five kilometres (55 km) from the teacher's former school, will be compensated with a moving/living allowance of one thousand dollars (\$1,000). Such a payment will not be made more than twice during his/her employment with the Board.

ARTICLE 35.0 - ALLOWANCES FOR RELATED WORK EXPERIENCE

- 35.1 Commitments made by the Board or its predecessors to individual teachers as to the number of years and/or total dollars of related work experience of any type shall be

honoured. No teacher in the employ of the Board on August 31, 1999 shall have an allowance for experience agreed by the Board or its predecessors decreased or increased as a result of the implementation of this article. The provisions of this Article will be effective for teachers hired after September 1, 1999.

35.2 The allowance for related work experience will only be available to a teacher who has technological subjects on his/her Ontario College of Teachers' Qualification Certificate. To be recognized, related work experience must have close relationship to subject matter to be taught, must not be highly repetitive and must have offered fair opportunity for intellectual and vocational growth.

35.3 Within the maxima salaries for categories one, two, three and four, allowances for related work experience will be made as follows:

Technical teachers who require five years experience in trade or industry to be used for admission to Faculties of Education will be allowed two years on the salary grid.

35.4 The total number of years of recognized related experience should be documented and agreed to at the time of hiring. The number of years of related experience eligible for payment shall be agreed to at the time of hiring and subject to revision only as provided for in Sections 20.5.4 and 21.6.

35.5 Allowance Records

(a) When a teacher is hired, the Board or its hiring agent shall furnish that teacher with a statement outlining the allowance granted under this Article.

(b) That statement given to the teacher shall indicate for the allowance granted the following information:

the total number of years accepted by the Board at the time of hiring and the experience granted.

ii) the total number of years documented by the teacher under the allowance, whether granted or not.

35.6 No allowance granted for related work experience shall be paid to a teacher beyond the maximum of the category classification or salary group to which he or she is entitled.

ARTICLE 36.0 - ALLOWANCES FOR ADDITIONAL DEGREES

- 36.1 The Board recognizes the post-graduate degrees listed below and will pay the indicated additional allowance to teachers holding those degrees:
 - 36.1.1 \$800 for an additional degree at the Masters level.
 - 36.1.2 \$800 for an additional degree at the Doctoral level.
- 36.2.1 Should more than one post-graduate degree be obtained at a given level, accumulated payment for such degrees is to a maximum of \$800.
- 36.2.2 Payment for an additional degree(s) will not be granted when the additional degree(s) is also used as a qualification for higher category placement, or for a specific responsibility allowance.
- 36.2.3 The degrees at the Masters or Doctoral levels referred to are graduate degrees from an accredited university. In case of doubt, a statement from the OSSTF Certification Board is required.

ARTICLE 37.0 - SALARY CLASSIFICATION

- 37.1.1 Commitments made by the Board or its predecessors to individual teachers as to the number of years of teaching experience shall be honoured. No teacher in the employ of the Board on August 31, 1999 shall have an allowance for experience agreed by the Board or its predecessors decreased or increased as a result of the implementation of this article except where teaching experience accumulates while in the employ of the Board and in accordance with this collective agreement.
- 37.1.2 Notwithstanding Article 37.1.1) effective September 1, 2000, and each 1 September following that date, where the calculation of teaching experience results in partial years, fractional years of .5 or greater shall be rounded up and less than .5 shall be rounded down.
 - e.g. previous experience = 8.5 years
grid placement = 9 years
 - previous experience = 8.4 years
grid placement = 8 years
- 37.2 For the purposes of Salary grid placement, category definitions shall be those definitions used by the OSSTF Certification Board in effect on September 1992. The aforementioned certification rating statement shall be used to pay each teacher.

- 37.3 It shall be incumbent upon the teacher to provide the Board with documented proof in the form of the Certification Rating Statement from the Ontario Secondary School Teachers' Federation as to his/her appropriate category placement in accordance with the provisions of this collective agreement.
- 37.4 All teachers teaching on Letters of Permission or Temporary Secondary School Certificates shall be paid in Category 1.
- 37.5 A teacher employed on a Letter of Standing issued by the Ontario College of Teachers shall be paid according to an OSSTF Letter of Evaluation issued by the OSSTF Certification Board, until such time as an official OSSTF Rating Statement is issued in accordance with this Collective Agreement.
- 37.6 The salary or allowance paid to the members specified in Article 37.2 shall be a salary or allowance provided for in this Collective Agreement.
- 37.7.1 When a teacher qualifies for a higher category as a result of improved qualifications, the adjustment will be back-dated to 1 September, provided that the OSSTF Rating Statement, or notification of the application for same, is received by the Superintendent of Human Resources prior to 10 December of the school year. In such cases, the qualifying work must have been completed prior to 1 September of that school year.
- 37.7.2 When such notification is submitted later than 10 December, adjustment shall be made as of 1 January in that school year.
- 37.7.3 When a teacher qualifies for a higher category as a result of improved qualifications which are completed between 1 September and 31 December, the salary adjustment shall be effective 1 January of that school year provided that the OSSTF Rating Statement reflecting the change or notification of application for same is received by the Superintendent of Human Resources prior to 10 April of that school year.
- 37.8.1 Upon appointment, and within a category's maximum number of years, a teacher will be given recognition for years of teaching experience, expressed in years to the nearest hundredth and calculated to the nearest hundredth of a year according to the following criteria:
- 37.8.2 One full year of teaching experience shall mean ten months or eleven months (if applicable) of continuous teaching as a probationary or permanent teacher, on a full-time teaching assignment basis. Part-time assignments shall be pro-rated accordingly.

- 37.8.2.1 Teaching experience in an elementary school, a secondary school, a college or a university, in Canada, or in any other equivalent educational system, shall be fully recognized for salary purposes subject to Article 37.1.2.
- 37.8.2.2 Notwithstanding article 37.8.2.1, at the commencement of employment, teaching experience in an elementary school, a secondary school, a college or a university, in Canada or in any other equivalent educational system, shall be recognized for salary purposes, subject to 37.1.2, only if confirmation documentation is received by the Board no later than six months following commencement of employment with the Board.
- 37.8.3 As is applicable where a teacher, having taught seven (7) or more months for the Board in a given school year and having been removed from the payroll due to illness and the expiration of the teacher's sick leave, except in cases where The Workplace Safety and Insurance Act applies, continues to teach for the Board in the ensuing academic year, the member shall be advanced one step on the grid.
- 37.9 The annual salary in any school year, for a full- time teacher, shall be determined by the teacher's recognized teaching experience, calculated to the nearest hundredth of a year, effective 1 September, of that school year and rounded in accordance with Article 37.1.2. For a teacher teaching less than full-time, or who commences his/her employment with the Board at some time other than 1 September, his/her salary shall still be based on his/her recognized experience, rounded in accordance with Article 37.1.2. as of 1 September, and appropriately pro-rated.
- 37.10 It shall be the prerogative of the Board to withhold for one year, the increment of a teacher whose work is unsatisfactory as attested by a Superintendent in consultation with the principal, provided that the teacher:
- a) is instructed how to improve in writing; and
 - b) is given notice in writing on or before 30 April why the Board is withholding increment.
 - c) is reinstated after one year, if satisfactory improvement is made, at the point on the salary schedule where he/she would have been had his/her work been consistently satisfactory.
- 37.11.1 For the 1998-1999 school year, the teachers' pay schedule shall be in accordance with the collective agreement that applied on August 31, 1998.
- Effective September 1, 1999, teachers shall be paid their annual salary entitlement in twenty-six (26) (or twenty-seven (27) as the case may be) equal biweekly installments between September 1 and August 31 of the school year. The first bi-weekly installment shall be paid on Friday September 3, 1999.

- 37.11.2 Teachers who teach for less than a full school year shall have their salary determined by the Education Act, as amended.
- 37.11.3.1 A teacher who retires to pension or leaves the employ of the Board or commences an unpaid leave of absence during the school year will be paid any salary owing less required deductions up to the last day worked at the time of leaving the employ of the Board.
- 37.11.3.2 In the event that a teacher retires to pension, any unpaid salary balance owing the teacher is payable on or before the last teaching day of June or at the time of leaving the employ of the Board, whichever is earlier.
- 37.11.4 The Board will make those deductions from salary payments which are required by statutes and authorized by the employee for employee benefits included in this Collective Agreement. Where practical, these deductions will be taken equally over the biweekly installment payments.
- 37.11.5 Notwithstanding 37.11.2 above, teachers teaching for the full first semester will receive 50% of the salary for which they would be entitled if they were to teach for the full year.
- 37.11.6 A part-time teacher whose work load in the two semesters is not equal (e.g. 1/6 in Semester I and 3/6 in Semester II), shall be paid in the same fraction as the fractions worked in each semester, except as provided for in Article 37.11.7.
- 37.11.7 A teacher who chooses to teach part-time for a school year, shall have the option, if exercised prior to 1 August for the upcoming school year, of having his/her salary paid according to his/her teaching assignment each semester, or divided equally between the two semesters.
- 37.12.1 Salaries for teachers entitled to responsibility allowances shall be the annual salary rate in accordance with the appropriate basic salary schedule, plus an additional amount in accordance with the allowance for the position of responsibility.
- 37.12.2 When a teacher has been appointed on a temporary basis to a position for which there is a responsibility allowance and continues in that position for a period of time greater than one month, the teacher shall be paid the appropriate responsibility allowance as set out in the salary schedule, retroactive to the date of appointment.
- 37.12.3 The additional remuneration for a responsibility allowance shall cease upon the teacher relinquishing the related responsibility.
- 37.13 Should the Board appoint a teacher to a special position with the Board, the Board agrees to notify the TBU Executive of the Federation of such an appointment so that the salary for the appointment may be negotiated as soon as possible after the

decision is made to make the appointment. In the event that the appointment is made before the salary is negotiated, the salary will be retroactive to the date of appointment.

- 37.14 Should the Board wish to eliminate a special position with the Board held by a teacher, (e.g. Consultant or Project Leader), the Board agrees to give the Federation six months notice of the date at which the position will be eliminated.

ARTICLE 38.0 - SALARY GRIDS

- 38.1.1 For the period September 1, 1998 to February 7, 1999 teachers shall be paid according to the salary grid of the collective agreement that applied to the teacher on August 31, 1998.
- 38.1.2 Teachers hired after August 31, 1998 will be paid according to the grid in 38.1.3.
- 38.1.3 For the period February 8, 1999 - August 31, 2000, teachers shall be paid according to the following grid:

<u>EXPERIENCE</u>	<u>CAT. 1</u>	<u>CAT. 2</u>	<u>CAT. 3</u>	<u>CAT. 4</u>
0	32 325	33 476	36 488	38 076
1	34 342	35 583	38 887	40 626
2	36 356	37 689	41 287	43 178
3	38 372	39 794	43 685	45 728
4	40 387	41 900	46 085	48 278
5	42 401	44 008	48 485	50 830
6	44 417	46 113	50 884	53 380
7	46 432	48 218	53 284	55 931
8	48 448	50 326	55 683	58 482
9	50 463	52 432	58 083	61 033
10	52 478	54 537	60 483	63 584
11	54 493	56 642	62 885	66 130

- 38.2 Responsibility Allowances from 1 September, 1998 to 31 August, 1999 shall be as per the Interim Agreement dated September 16, 1998.

Responsibility Allowances from 1 September, 1999 to 31 August, 2000 shall be \$3200.

38.3 , Allowances for night school and summer school from 1 September, 1998 to 31 August, 2000 shall be as indicated in the following schedule:

Night school teacher (/hr)	33.21
Night school Supervisor(/hr)	33.21
Summer school teacher(/hr)	33.21
Summer School Supervisor(/session)	6089
(Principal Qual. Required)	

38.4 The Board will annually provide information to the District Officer, with respect to the age and salary of teachers in circumstances involving the administration, interpretation or application of this Agreement.

ARTICLE 39.0 - EMPLOYEE BENEFITS

39.1 For the period September 1, 1998 to January 31, 1999, the benefits as applied to the teacher on August 31, 1998 will apply.

39.2 For the period February 1, 1999 - August 31, 2000, the following shall apply:

39.2.1 The Board will pay 100% of the premiums for the Liberty Health Semi Private and Liberty Health Extended Health Insurance Plans, including \$200/24 month vision care coverage, an Over-age Dependant Rider, standard Deluxe Travel and deductible prescription drug coverage (\$25/\$50 deductible).

39.2.2 The Board will pay 100% of the premium on the first \$25 000 and 60% of the remainder of the total premium of the "3 X annual salary" option of the Group Life Insurance Plan available through Manulife Financial and Accidental Death and Dismemberment available through UNUM. Any premiums for additional options of the Group Life Insurance Plan will be paid by the teacher and subject to the conditions of the carriers.

39.2.3 The employee may select the dependent life insurance option through Manulife Financial currently offered by the Board, provided the employee pays the necessary premium and subject to the conditions of the carriers.

39.2.4 The Board will pay 100% of the premium for the Liberty Health Dental Plan based on the current Ontario Dental Association fee schedule including Pit and Fissure Sealants, the Denture Rider, Caps and Crowns Rider, Overage Dependent Rider and \$2000/\$2000 Orthodontic Rider.

39.2.5 As authorized by the individual teacher, the Board will deduct from the teacher's pay the premium for the Long Term Disability Group Insurance Plan available through OTIP as currently offered by the Board and as selected by the teacher.

- 39.2.6 All teachers hired on a full-time basis after 1 September 1990 by the Frontenac County Board of Education, or after 1 September 1998 by the Limestone District School Board shall be covered under the Long Term Disability, Liberty Health Semi Private, Extended Health and Dental Plans as a condition of employment unless proof of alternate insurance is provided to the Federation within one month of commencing employment on a full-time basis.
- 39.3 The Board will provide each teacher with a summary of employee benefits, such a summary being updated and distributed by November of each school year, and after any change negotiated by the Board and the Federation.
- 39.4 No change in the group benefits plans can be made except through negotiations between the Board and the Federation.
- 39.5 The Board agrees to administer the plans and deduct the appropriate premiums from payroll for the plans.
- 39.6.1 Employee benefits shall be pro-rated for a part-time teacher with a one-sixth or a two-sixth assignment in the same ratio as the part-time teaching assignment bears to a full-time teaching assignment, and the teacher will reimburse the Board for the balance of the cost of the benefits.
- 39.6.2 A part-time teacher with a three-sixth, four-sixth or five-sixth assignment shall have 85% of his/her benefits paid by the Board, and will reimburse the Board for the balance of the cost of the benefits.
- 39.7 When the Board calls for tenders for fringe benefits, the Board agrees to include the Ontario Teachers' Insurance Plan in its invitation to tender. The Federation shall receive a copy of the report on the tenders (including recommendations) and shall have an opportunity to comment before the tender is awarded.
- 39.8 The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the teacher might choose, from the Collective Agreement in effect between the Federation and the Board, from the time the teacher retires until the teacher reaches age 65. The teacher, in turn agrees to reimburse the Board in full for the total cost of this employee benefit coverage. Such continuance is dependent upon satisfying the carrier's conditions.
- 39.9 If a school houses a child care facility in the school, and if there is surplus space available, then teachers will have the opportunity to place their children in the child care facility on a paying basis.

- 39.10 The Board agrees to continue to pay the premiums for three (3) months immediately following a teacher's death with respect to employer paid benefit plans.
- 39.11 The spouse of a deceased teacher may retain membership in the group benefit plans to which the teacher belonged at the time of death. The spouse may retain such membership for up to two (2) years, provided that he/she pays the full premium cost to maintain such participation under the group contracts.

MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter called the “Board”)
AND
THE OSSTF DISTRICT 27, LIMESTONE DISTRICT
(hereinafter called the “Bargaining Unit”)

RE: Appendices A, B, C, (D, E, F)

The Board will endeavour to ensure that the Board-wide aggregate average class size does not exceed 22 F.T.E. pupils as calculated on 31 October and 31 March in accordance with the Education Act as amended and Regulations made thereunder.

For the 1999-2000 school year, the following guidelines will be applied for the purposes of providing guidance in the staffing of the Board’s secondary schools. It is understood that the Education Act and Class Size Regulations prevail.

Appendix A

1) Guidelines for Sectioning

The growth/decline history of the subjects concerned during the past school year should be taken into consideration in projecting the enrolment of each subject.

The principal of each Secondary School will use the following guidelines to section the school: (an out-of-school co-op component shall be sectioned on the basis of credits).

- (a) All basic level practical courses (e.g. Co-op, Technical, Family Studies) and ESL Beginners (language instruction).

- Maximum class size - 12

- (b) All basic level academic courses and ESL Intermediate (language instruction).

- Maximum class size - 15

- (c) All practical courses at the advanced and general level except Drafting and Drafting related subjects (e.g. practical Co-op, Technical, Family Studies).

- Maximum class size - 20

- (d) All Modern Language courses at the general and advanced level being taught for fluency (i.e. not Latin) including ESL Advanced (language instruction):

All Drafting and Drafting related courses at the general and advanced level;

All Career Exploration/Community Involvement courses which have a co-op component at the general and advanced level;

All general level courses in Music, Dramatic/Theatre Arts, Visual Arts, Computer Studies, Keyboarding, Information Processing, Shorthand, Science, and English.

- Maximum class size - 25

All general and advanced level and restructured courses in Physical and Health Education;

All general level courses not listed above;

All advanced level courses in Music, Dramatic/Theatre Arts, Visual Arts, Computer Studies, Keyboarding, Information Processing, Shorthand, Science, and English.

- Maximum class size - 28

- (f) All advanced academic classroom courses not listed above.

- Maximum class size - 32

Notwithstanding the maximums listed above, and recognizing the necessity of having stacked classes (either multi-level or multi-grade or restructured) the Principal shall make every effort to ensure that the maximum class size of such classes does not exceed:

- 24 students in restructured academic subjects;
- 23 students in all other academic subjects;
- 15 students in practical subjects,

- 2) Learning Program Support teachers/Special Education Resource Teachers in the Board will be distributed proportionately taking into account student needs and school programs based on the Funding Model allocation for 1999-2000 of 14.29 F.T.E. The following schools will be allocated LPS/SERT positions:

Bayridge SS
Ernestown S.S.
Frontenac S.S.
K.C.V.I.
LaSalle S.S.
L.C.V.I.
North Addington Education Centre
Napanee District S.S.
Q.E.C.V.I.
Sharbot Lake H.S.
Sydenham H.S.

Distribution of staff to each secondary school for Special Education. (Referred to above) and Library and Guidance Teachers, will be in addition to classroom teaching staff and will be based on the 1999-2000 funding model.

Teachers of Adult programs shall be in addition to the teachers generated by the Funding Model and shall be as per the memoranda appended to this agreement.

Appendix B

This appendix, as written, will be used as a guideline for the distribution of staff to the Limestone District School Board's secondary schools for 1999-2000 school year.

ADMINISTRATION & SUPERVISION COMMITTEE SUBJECT/COURSE CLASSIFICATION ACCORDING TO MAXIMUM CLASS SIZE

1. Credit Registration "32" - CR (32)
 - i) All Advanced Level academic regular classroom courses not listed elsewhere.
2. Credit Registration "28" - CR (28)
 - i) All General Level academic regular classroom courses not listed elsewhere.
 - ii) General and Advanced Level, and restructured, Physical & Health Education courses.

iii) All Advanced Level courses in:

- a) Music
- Dramatic/Theatre Arts
- Visual Arts
- Computer Studies
- Keyboarding
- f) Information Processing
- g) Shorthand
- Sciences, and
- English

3. Credit Registration “25” - CR (25)

All language courses, general and advanced level, being taught for fluency (i.e. not Latin).

- ii) ESL Advanced (language instruction)
- iii) All drafting courses, general and advanced level.
- iv) All career exploration/community involvement courses, general and advanced level.
- v) All General Level courses in:
 - a) Music
 - b) Dramatic/Theatre Arts
 - c) Visual Arts
 - d) Computer Studies
 - e) Keyboarding
 - f) Information Processing
 - g) Shorthand
 - h) Sciences, and
 - i) English

4. Credit Registration “24” - CR (24)

All Restructured courses in academic subjects.

5. Credit Registration “20” - CR (20)

All practical courses at the Advanced and General Level except Drafting and Drafting related subjects (e.g. practical Co-op, Technical, Family Studies).

6. Credit Registration "15" - CR (15)

All Basic Level academic regular classroom courses, including Drafting.

- ii) All Basic Level Keyboarding and Information Processing courses,
- iii) All restructured courses in practical subjects.
- iv) ESL Intermediate (language instruction)

7. Credit Registration "12" - CR (12)

All Basic Level practical courses (e.g. Co-op, Technical, Family Studies).

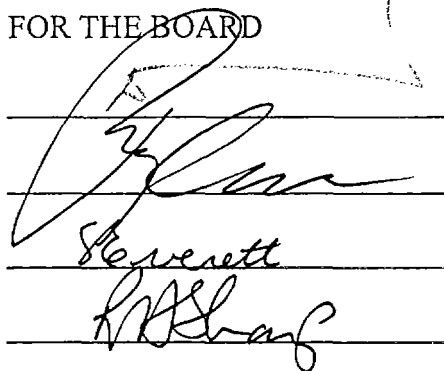
- ii) ESL Beginners (language instruction)

Appendix C

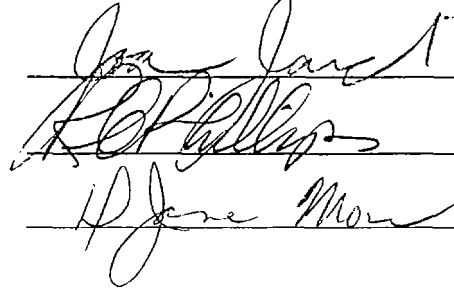
This section is reflected in part in Article 6, and the Guidelines for Positions of Added Responsibility. The total allotment to Limestone District School Board Secondary schools for 1999-2000 is contained in a Letter of Agreement appended to the collective agreement.

For the subsequent school years beyond 1999-2000, Appendix A, B, C, shall be reviewed by the Permanent Board/Federation Committee for consideration by both parties. This review shall take place during the 1999-2000 school year with recommendations to both parties by 15 December 1999.

FOR THE BOARD


Severett
R. Shauf

FOR THE BARGAINING UNIT


Jane
D. Jane Mon

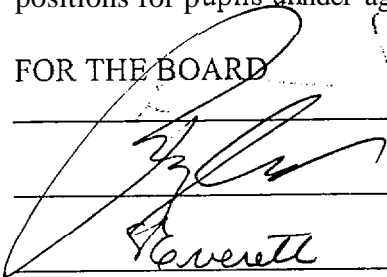
1999 09 09
(Date)

LETTER OF AGREEMENT
between
THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter Called The "Board")
and
THE OSSTF DISTRICT 27, LIMESTONE DISTRICT
(hereinafter called the "Bargaining Unit")

RE: Staffing - Under 21

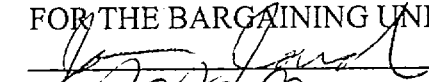
For the 1999-2000 school year, the total number of positions will be 506.2 F.T.E. based on a projected ADE enrolment of 8486 based on an average of enrolment on October 31, 1999 and March 31, 2000, excluding teachers of adult programs, consultants and Section 19 classes, The Board agrees not to reduce, but at its sole discretion may increase the total number of positions for pupils under age 21 for the 1999-2000 school year.

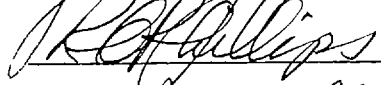
FOR THE BOARD

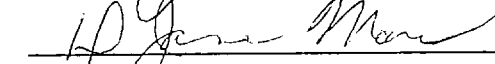


Feverett

FOR THE BARGAINING UNIT







H. J. M. M.

1999 09 09

(Date)

LETTER OF AGREEMENT

between

THE LIMESTONE DISTRICT SCHOOL BOARD

(hereinafter Called The "Board")

and

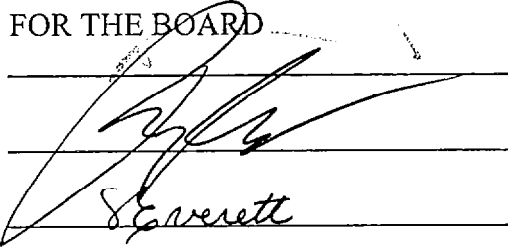
THE OSSTF DISTRICT 27, LIMESTONE DISTRICT

(hereinafter called the "Bargaining Unit")



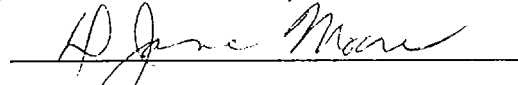
RE: Staffing - Adults

For the 1999-2000 school year, the total number of positions in the adult program will be 29 F.T.E. based on a projected ADE enrolment of 1058.

FOR THE BOARD


S. Everett

FOR THE BARGAINING UNIT




D. Moore

1999 09 09

(Date)

RE: Positions of Added Responsibility

FOR THE BOARD

FOR THE BOARD

[Signature]
Steverett

FOR THE BARGAINING UNIT

June 1st
 Rollins
 14 June - Mon

1999 09 09
(Date)

RE: School-Based Work Team

This letter becomes effective on signing.

FOR THE BOARD

Stewart
R. H. Gray

FOR THE BARGAINING UNIT

Joe Hart
R. Phillips
H. Gene Moore

Date: 1999 09 09

LETTER OF AGREEMENT
between
THE LIMESTONE DISTRICT SCHOOL BOARD
(hereinafter Called The “Board”)
and
THE OSSTF DISTRICT 27, LIMESTONE DISTRICT
(hereinafter called the “Bargaining Unit”)

RE: ERIP

The Board and the Bargaining Unit agree to place the ERIP plans in abeyance and to reconsider the feasibility of offering an ERIP in the future. ERIP may be re-introduced once the eighty-five (85) factor retirement window is no longer in effect.

If an ERIP is introduced it will be modeled on the former Frontenac County Board of Education ERIP and will be implemented when a net redundancy situation exists as a result of the annual staffing process.

The Early Retirement Incentive Plan (ERIP) is recognized as a co-operative solution to a current problem of declining enrolment and aging teaching population in Limestone District. The Board will, each year, provide \$100,000 for the granting of ERIPs.

For part-time teachers, the maximum amounts paid to each teacher in the Early Retirement Incentive Plan will be pro-rated in the same ratio as a part-time entitlement bears to full time entitlement.

For teachers age 55 or older with 10 or more years of teaching experience who retire early, the maximum sum payable shall be:

- \$24,000 if retirement is taken before age 62 with 31 or fewer years of teaching experience,
- \$18,000 if retirement is taken at age 62 with 32 or fewer years of teaching experience,
- \$18,000 if retirement is taken before age 63 with 32 years of teaching experience,
- \$12,000 if retirement is taken at age 63 with 33 or fewer years of teaching experience,
- \$12,000 if retirement is taken before age 64 with 33 years of teaching experience,
- \$6,000 if retirement is taken at age 64 with 34 or fewer years of teaching experience,
- \$6,000 if retirement is before age 65 with 34 or fewer years of teaching experience.

Commencing 1 September 1991, no payments will be made to teachers who retire on a full pension (70% or more).

Should the total of the maximum ERIPs granted be greater than the amount of money agreed to in this article, the actual amount of the ERIP granted to each applicant will be calculated as follows:

	Amount of Money (\$100 000)
MAXIMUM AMOUNT x	-----
OF ERIP	Total of the Maximum ERIPs Granted

Applications received prior to 31 August for separation on or after 31 December, will be processed in March when all applications will have been received. The maximum amount requested for these applications cannot be guaranteed prior to resignation.

Applications submitted prior to 1 March for separation 31 August will be processed in March. Applicants will be informed of the minimum amount eligible under the ERIP prior to 15 March. These applicants will have the opportunity to confirm or withdraw their resignations prior to 31 March.

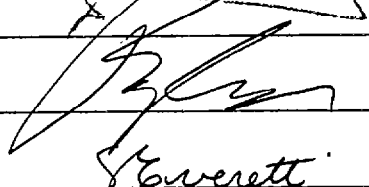
The final calculations and distribution of funds will be determined after 31 March and all applicants will be advised.

The Board agrees to pay the monies indicated in this article either as a separate Early Retirement Incentive Allowance, or as a part of the final year's salary, the method to be determined by the teacher at the time of application. If it is taken separately then it will be paid on 31 August, but it may be deferred until 31 January of the calendar year next after retirement. All payments are without interest.

The teacher shall forward to the Director of Education an application for payment under the ERIP and a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by 1 March for effective separation 31 August or 31 August for effective separation from 31 December to the end of the school year. This letter of resignation shall be conditional upon formal acceptance of the teacher (by the Board) into the ERIP.

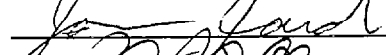
The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the teacher might choose, from the Collective Agreement in effect between the Federation and the Board, until the teacher reaches the age of 65. The teacher, in turn, agrees to reimburse the Board in full for the total cost of this employee benefit coverage. Such continuance is dependent upon satisfying the carrier's conditions.

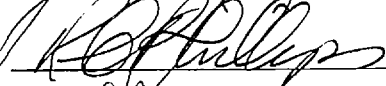
FOR THE BOARD

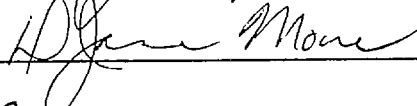


Steven Everett

FOR THE BARGAINING UNIT







1999 09 09

(Date)

IN WITNESS whereof the Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

Limestone District School Board

Chair

Director of Education and Secretary to the Board

Chair, Salary Negotiations Committee

Date

IN WITNESS whereof the Branch Affiliate has executed this Agreement attested by the authorized representatives of the Teacher Bargaining Unit Members of the Ontario Secondary School Teachers' Federation representing the teachers employed by the Limestone District School Board:

President, District 27

Ontario Secondary School Teachers' Federation

Chair, Collective Bargaining Committee

Chief Negotiator

Past President, District 27

Ontario Secondary School Teachers' Federation

Date

