

**COLLECTIVE AGREEMENT**

- Between -

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

- Representing -

**The Secondary Teachers and Occasional Teachers of OSSTF**  
**District 6B, Superior North**  
employed by the Board  
(hereinafter called the "Bargaining Unit")

- And -

**THE SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD**  
(hereinafter called the "Employer" or "Board")

**- FOR THE PERIOD-**

**September 1, 2004 to August 31, 2008**

11901 (04)

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## **ARTICLE 1.0: PURPOSE**

- 1.01 It is the right and purpose of the parties to maintain harmonious relationships between the Board and teachers in the bargaining unit and to co-operate to the fullest extent in an endeavour to provide the best possible educational service.
- 1.02 It is the desire of the parties to set forth in this Agreement certain of the terms of employment for Teachers and Occasional Teachers covered in this Agreement.

## **ARTICLE 2.0: DEFINITIONS**

- 2.01 Bargaining Unit: means the Bargaining Unit composed of every Part X.1 Teacher assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time and every Occasional Teacher who is on the Board's roster of Occasional Teachers and who may be assigned to a secondary school.
- 2.02 Barriaininri Anent: means the Ontario Secondary School Teachers' Federation.
- 2.03 Board: means the Superior-Greenstone District School Board.
- 2.04 Part X.1 Teacher: means a Teacher employed by the Board to teach but does not include a supervisory officer, a principal or vice-principal or an instructor in a Teacher-training institution.
- 2.05 Part-Time Teacher: means a Teacher employed by the Board on a regular basis for other than full-time duty.

- 2.06 Probationary Teacher:
- 2.06.01 “Probationary Teacher” means a Teacher employed by the Board for the probationary period determined by the Board
- 2.06.02 A Teacher hired on a probationary basis is employed on probation for one year or such lesser period as may be determined by the Board.
- 2.07 Teacher: means a Part X.1 Teacher. A Teacher must be a member of the Ontario College of Teachers.
- 2.08 Director: means the Director of Education or his/her designate.
- 2.09 OSSTF: means the Ontario Secondary School Teachers’ Federation.
- 2.10. Predecessor School Board: means the Lake Superior Board of Education, the Beardmore, Geraldton, Longlac and Area Board of Education or the Nipigon- Red Rock Board of Education.
- 2.11 Predecessor Collective Agreement: means the applicable collective agreement in effect immediately prior to September 1, 1998, applying to the District School Board in relation to Secondary Teachers.
- 2.12 Special Assignment Teacher: means a Teacher assigned to a special project or study or to system wide duties and such Teacher shall be covered by the Collective Agreement.

- 2.13 Occasional Teacher: means an Occasional Teacher, as defined in Section 1.1 of the *Education Act*, who falls within the scope of the Bargaining Unit.
- 2.15 Agreement: means this Collective Agreement.
- 2.16 Member: means a Member of the Bargaining Unit as defined in Article 2.01.
- 2.17 Casual Occasional Teacher: means an Occasional Teacher who is not a Long Term Occasional Teacher.
- 2.18 Long Term Occasional Teacher: means a teacher who is required to teach for a period of ten (10) or more consecutive days as a substitute for the same teacher.
- 2.19 Occasional Teacher Roster: means a list of teachers qualified to teach in Ontario who have been accepted by the Board to work as Occasional Teachers in its secondary schools.
- 2.20 Temporary Teacher: means a person employed to teach under the authority of a Letter of Permission.

### **ARTICLE 3.0: RECOGNITION**

- 3.01 The Board recognizes OSSTF as the exclusive bargaining agent of all Teachers, including Temporary Teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time and of all Occasional Teachers who are on the Board's roster of Occasional Teachers and who may be assigned to a secondary school.

- 3.02 This Agreement is binding upon the Board and OSSTF and upon its Members employed by the Board.
- 3.03 The Board recognizes the right of the OSSTF to authorize the Bargaining Unit's Collective Bargaining Committee to negotiate on behalf of the OSSTF.
- 3.04 The Board recognizes the right of the Bargaining Unit to authorize the 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.
- 3.05 The OSSTF recognizes the right of the Board to authorize 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.
- 3.06 The Board recognizes the right of a member to have a Union Representative present at any formal meeting with management at which the member's conduct or competence to be discussed or investigated. The Board will inform the member of this right in advance of the meeting.
- 3.07 The Board shall permit the Union to inspect and make copies of minutes, at its expense, of all public meetings of the Board and its committees.
- 3.08 The Bargaining Unit shall notify the Board annually in writing of the names of its officers authorized to represent the Bargaining Unit.

3.09 The following provisions of this Collective Agreement shall apply to Occasional Teachers.

- ARTICLE 1: Purpose
- 2: Definitions
  - 3: Recognition
  - 4: Management Functions
  - 5: Strike Lockout
  - 6: Category Placement
  - 7: Salary Schedule-Part B only
  - 12: Method of Payment of Salary - Part B only
  - 16: Instructional Time
  - 18: Termination of Employment- Clause **18.04** only
  - 21: Posting of Vacancies
  - 22: Evaluation (only those Long Term Occasional Teachers required to teach three (3) or more months for the same teacher)
  - 24: Demotion and Dismissal
  - 25: Grievance/Arbitration Procedure
  - 29: Health and Safety
  - 30: **Discrimination/Harassment**
  - 32: Cumulative Sick Leave - Clause **32.12** only  
Group Life and Welfare Plans - Clause **32.14**  
Part B only
  - 33: Leaves of Absence (only those Long Term Occasional Teachers required to teach three (3) or more months for the same teacher): Bereavement Leave, Adverse Weather Conditions, Federation Business, and Personal Leave Days
  - 34: Pregnancy and Parental Leave

3.10 The Board shall provide the Union with bulletin board space in each school on which to post Union notices.



- 3.11 The Board agrees to provide a copy of the Collective Agreement to each newly hired teacher.
- 3.12 The Bargaining Unit shall notify the Board, in writing, of the names of its representatives – officers; bargaining committee members, grievance committee members – and shall notify the Board in writing of any change.
- 3.13 The Board shall provide the Bargaining Unit President with a list of teachers showing their names, schools and classification ranked according to seniority.
- 3.14 The Bargaining Unit shall be allowed to carry out union business on school premises at reasonable times and in reasonable locations. The Bargaining Unit shall notify the Principal in advance of scheduling a meeting.

#### **ARTICLE 4.0: MANAGEMENT FUNCTIONS**

- 4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.
- 4.02 All rights not expressly granted to Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

#### **ARTICLE 5.0: NO STRIKE OR LOCKOUT**

- 5.01 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall bear the meaning given them in the *Labour Relations Act*, as amended.

## **ARTICLE 6.0: CATEGORY PLACEMENT**

- 6.01 Category definitions shall be those established by the Ontario Secondary School Teachers’ Federation Certification Department. For the purposes of salary categorization, the Board recognizes the Certification Rating Statement issued by the OSSTF Certification Department as being final.
- 6.02 Teachers on staff the first semester requesting a category adjustment shall be paid in the new classification, retroactive to September 1st, if the teacher submits documentary evidence to this effect (Statement of Evaluation by OSSTF) prior to December 15th of that year. **All** qualifications for the new classification must have been attained before September 1st of that school year.

If, through no fault of the teacher, the documentation arrives after December 15, all adjustments in salary shall be paid retroactive to September 1 ; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received.

- 6.03 Teachers on staff the second semester requesting a category adjustment shall be paid in the new classification, retroactive to the first day of the second semester, if the teacher submits documentary evidence to this effect (Statement of Evaluation by OSSTF) prior to May 15th of that year. **All** qualifications for the new classification must

have been attained before the first day of the second semester of that school year.

If, through no fault of the teacher, the documentation arrives after May 15, all adjustments in salary shall be paid retroactive to the first day of the second semester; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received.

- 6.04 The onus is on the Teacher to provide documentary proof of the following upon entering employment or upon change in status, by specified dates, (above) of the current school year:
- a) Category rating;
  - b) Teaching experience; and
  - c) Teacher's Certification.

## **ARTICLE 7.0: SALARY SCHEDULE**

### **PART A – Teachers**

- 7.01 The following salary schedule shall be effective September 1, 2004.

YEARS	A1	A2	A3	A4
0	40,364	42,179	45,789	47,867
1	42,966	44,964	48,777	51,071
2	45,569	47,746	51,764	54,274
3	48,172	50,530	54,753	57,470
4	50,773	53,314	57,743	60,679
5	53,375	56,098	60,732	63,874
6	55,977	58,882	63,722	67,081
7	58,580	61,665	66,709	70,274

8	61,181	64,449	69,698	73,482
9	63,783	67,232	72,687	76,676
10	66,386	70,018	75,677	79,949

7.02 The following **salary** schedule **shall** be effective September 1, 2005.

YEARS	A1	A2	A3	A4
0	41,171	43,023	46,705	48,824
1	43,825	45,863	49,753	52,092
2	46,480	48,701	52,799	55,359
3	49,135	51,541	55,848	58,619
4	51,788	54,380	58,898	61,893
5	54,443	57,220	61,947	65,151
6	57,097	60,060	64,996	68,423
7	59,752	62,898	68,043	71,679
8	62,405	65,738	71,092	74,952
9	65,059	68,577	74,141	78,210
10	67,714	71,418	77,191	81,548

7.03 The following **salary** schedule shall be effective September 1, 2006.

YEARS	A1	A2	A3	A4
0	41,994	43,883	47,639	49,800
1	44,702	46,780	50,748	53,134
2	47,410	49,675	53,855	56,466
3	50,118	52,572	56,965	59,791
4	52,824	55,468	60,076	63,131
5	55,532	58,364	63,186	66,454
6	58,239	61,261	66,296	69,791
7	60,947	64,156	69,404	73,113
8	63,653	67,053	72,514	76,451

<b>9</b>	<b>66,360</b>	<b>69,949</b>	<b>75,624</b>	<b>79,774</b>
<b>10</b>	<b>69,068</b>	<b>72,846</b>	<b>78,735</b>	<b>83,179</b>

7.04 The following salary schedule shall be effective February 1, 2007.

YEARS	A1	A2	A3	A4
0	42,414	44,322	48,115	50,298
1	45,149	47,248	51,255	53,665
2	47,884	50,172	54,394	57,031
3	50,619	53,098	57,535	60,389
4	53,352	56,023	60,677	63,762
5	56,087	58,948	63,818	67,119
6	58,821	61,874	66,959	70,489
7	61,556	64,798	70,098	73,844
8	64,290	67,724	73,239	77,216
9	67,024	70,648	76,380	80,572
10	69,759	73,574	79,522	84,011

7.05 The following salary schedule shall be effective September 1, 2007.

YEARS	A1	A2	A3	A4
0	43,177	45,120	48,981	51,203
1	45,962	48,098	52,178	54,631
2	48,746	51,075	55,373	58,058
3	51,530	54,054	58,571	61,476
4	54,312	57,031	61,769	64,910
5	57,097	60,009	64,967	68,327
6	59,880	62,988	68,164	71,758
7	62,664	65,964	71,360	75,173
8	65,447	68,943	74,557	78,606
9	68,230	71,920	77,755	82,022
10	71,015	74,898	80,953	85,523

7.06 The following salary schedule shall be effective February 1, 2008.

YEARS	A1	A2	A3	A4
0	43,781	45,752	49,667	51,920
1	46,605	48,771	52,908	55,396
2	49,428	51,790	56,148	58,871
3	52,251	54,811	59,391	62,337
4	55,072	57,829	62,634	65,819
5	57,896	60,849	65,877	69,284
6	60,718	63,870	69,118	72,763
7	63,541	66,887	72,359	76,225
8	66,363	69,908	75,601	79,706
9	69,185	72,927	78,844	83,170
10	72,009	75,947	82,086	86,720

(February 1<sup>st</sup> split represents 50% of the working year and pay will be adjusted for 24 pay periods - i.e. 12 pays at the new rate)

PART B – Occasional Teachers

7.01 (a) Effective September 1, 2000 an Occasional Teacher employed as a Casual Occasional Teacher who is certified to teach in the secondary schools in Ontario according to the Ontario Statutes shall be paid a per diem rate which includes four percent (4%) vacation pay calculated as follows:

90.7% of 1/194<sup>th</sup> of Category 1 Minimum Salary of the salary grid in Part A above. The rate of pay which shall include four percent vacation pay will be as follows:

September 1, 2004	the rate of pay is	\$188.71
September 1, 2005	the rate of pay is	\$192.49
September 1, 2006	the rate of pay is	\$196.33

February 1, 2007	the rate of pay is	\$198.30
September 1, 2006	the rate of pay is	\$201.86
February 1, 2007	the rate of pay is	\$204.69

- 7.01 (b) A Long Term Occasional Teacher (which include individuals on Letters of Permission) shall be paid a per diem rate equivalent to that of a teacher on the salary grid for Teachers in Part A above, having the same qualifications and experience effective on the tenth (10<sup>th</sup>) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The rate shall include four percent (4%) vacation pay and shall continue to be paid until the expiration of the assignment.
- 7.01 (c) Under extenuating circumstances, a Long Term Occasional Teacher may miss one of the ten (10) consecutive teaching days without pay and penalty upon permission of the principal for appointments booked prior to commencement of the assignment.
- 7.02 Recognized teaching experience, for the purpose of subsection (b) above, shall include the following:
- a) Previous teaching experience, excluding casual occasional Teaching experience, completed with the Board. Long term assignments completed with the Board shall be granted one (1) month of teaching experience for every twenty (20) days of long term occasional teaching experience, pro-rated for part-time assignments except when full term (September 1 – December 31 or January 1 – June 30) is worked, in which case 4/10 or 6/10 whichever applies, will be granted to the teacher as experience.



- b) Previous teaching experience, excluding casual occasional teaching experience, completed outside the Board. Long term assignments completed outside the Board, but inside Ontario shall be granted experience by the Board subject to the occasional Teacher providing a statement on official letterhead, signed by authorized Board personnel, showing the dates and numbers in each assignment.

7.03 In determining a Long Term Occasional Teacher's category placement on the Salary Grid, the Board will follow Article 6.0

## **ARTICLE 8.0: TEACHING EXPERIENCE**

8.01 Teaching experience recognized for grid purposes will include successful teaching in a school under the jurisdiction of a Provincial Ministry of Education, the Federal Government or a Provincially approved First Nation School.

Experience in a Canadian Community College or University, provided the individual retained a valid Canadian Teaching Certificate at the time the experience was gained, is also recognized for grid purposes.

8.02 A Teacher hired on a full-time basis, who has taught 50% or more of the school year, will be granted the full increment or experience allowance for seniority purposes. For grid placement, the actual time worked will be accumulated at the end of each school year and when such a total includes a fraction of 50% or more the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

8.03 A Teacher hired on a part-time basis who has taught 50% or more of a full-time assignment, shall be granted a full increment or experience allowance for seniority purposes. For grid placement, the actual time worked will be accumulated at the end of each school year and when such total includes a fraction of 50% or more, the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

## **ARTICLE 9.0: RELATED WORK AND TRADE EXPERIENCE**

9.01 Related Work Experience:

Related work experience recognized by the Board and above that required for admission to a teacher training institution will be credited as follows: one grid step for every year of related experience up to a maximum of eight years. Related experience will be rounded to the nearest half year.

Related work experience shall not cause the maximum for the category to be pierced.

9.02 Trade Experience:

Effective September 1, 2000, Vocational or Commercial: each year of Vocational or Trade Experience to a maximum of ten (10) years over the minimum requirements of an Ontario College of Education will be credited as follows:

One (1) grid step for every year of experience to a maximum of ten (10) years.

Trade experience must be certified by previous employer(s) and be rounded to the nearest half-year.

**ARTICLE 10.0: MASTER'S DEGREE ALLOWANCE**

10.01 Effective September 1, 2004, a teacher will be paid \$920.00 in addition to his/her regular salary for a Master's Degree from a recognized university or institution.

Effective September 1, 2005 the amount will be \$940.00

Effective September 1, 2006 the amount will be \$960.00

Effective September 1, 2007 the amount will be \$980.00

## **ARTICLE 11.0: METHOD OF PAYMENT OF SALARY**

### **PART A - Teachers**

11.01 The Teacher's annual salary is to be paid on the 15th and 30th of each month.

For a part-time teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment six teaching periods:

- 1 period equals 0.17
- 2 period equals 0.33
- 3 period equals 0.50
- 4 period equals 0.67
- 5 period equals 0.83
- 6 period equals 1.00

11.02 A Teacher is entitled to be paid his/her salary in the proportion that the sum of the total number of school days on which the Teacher performs his/her duties bears to the sum of the total number of school days in the school year.

For purposes of calculating a day's salary under this agreement, the amount shall be equal to:

$$\frac{1}{\text{\# of school days in that school year}} \times \text{Teacher's Salary}$$

11.03 On each pay date the Board shall deduct from each Member who receives a cheque/deposit the OSSTF regular monthly dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the

Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

11.04 The OSSTF dues deducted shall be forwarded to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.

1 11.05 Any Bargaining Unit dues deducted shall be forwarded to the Treasurer of OSSTF District 6B, Superior North, no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.

11.06 OSSTF agrees to indemnify and save harmless any action against the Board resulting from such deductions authorized by the OSSTF and/or the Bargaining Unit.

PART B – Occasional Teachers

11.01(a) Subject to subsection 11.01 (b), Occasional Teachers shall be paid by direct deposit as follows:

<u>Pay Date</u>		<u>Period Worked</u>	
September 30	September	1	- 15
October 15	September	16	- 30
October 31	October	1	- 15
November 15	October	16	- 31
November 30	November	1	- 15
December 15	November	16	- 30
January 15	December	1	- 31
January 31	January	1	- 15
February 15	January	16	- 31
February 28	February	1	- 15
March 15	February	16	- 28
March 31	March	1	- 15
April 15	March	16	- 31
April 30	April	1	- 15
May 15	April	16	- 30
May 31	May	1	- 15
June 15	May	16	- 31
June 30	June	1	- 15
July 15	June	16	- 30

11.01(b) Long Term Occasional Teachers who are required to teach for a period of two consecutive months as substitute for the same teacher shall be paid in accordance with Article 11.01 of Part A above.

11.01(c) Each Occasional Teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.

11.01(d) A statement of earnings indicating the number of days worked during the pay period shall be forwarded to the occasional teacher.

## **ARTICLE 12.0: OCCASIONAL TEACHER ROSTER**

12.01 The Occasional Teacher Roster shall be broken down by secondary school and shall provide the following information for each Occasional Teacher:

- i) name,
- ii) address,
- iii) telephone number,
- iv) subjects/divisions that the Occasional Teacher is qualified to teach,
- v) preferred grade levels, and
- vi) availability.

12.02 The Board agrees to amend from time to time the composition of the Occasional Teacher Roster so that it reflects those actively seeking occasional teaching assignments.

12.03 The Board shall publish and distribute the Occasional Teacher Roster for the upcoming school year to the Bargaining Unit by September 30th of each year. The Board will provide the Bargaining Unit with updates as they occur.

12.04 Occasional Teachers shall notify the Human Resources Department of the Board as soon as practicable, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

- 12.05 Incumbents on the Occasional Teacher Roster shall advise the principal(s) of the school(s) where they wish to teach by September 1st of each school year of their desire to remain on the Occasional Teacher Roster.
- 12.06 An Occasional Teacher who is included on the list shall be available for assignment or shall provide reasonable grounds for refusing such assignment.
- 12.07 It shall be the responsibility of all Occasional Teachers to provide the Board with a Qualifications Rating Statement and any supporting documents within sixty (60) days of being added to the Occasional Teacher List.
- 12.08 When filling a casual occasional teaching assignment, the Board shall endeavor to contact all qualified Occasional Teachers on the Occasional Teachers' Roster available for placement at that secondary school prior to filling the assignment with a teacher who is not on the list.
- 12.09 Each school shall provide the Branch President a copy of the Supply Teacher Timesheet each pay period upon request.
- 12.10 The Board shall email the Bargaining Unit President a copy of each Personnel Report following adoption of the report by the Board.

### **ARTICLE 13.0: SENIORITY**

- 13.01 Seniority shall mean length of continuous service in the OSSTF Teachers' Bargaining Unit with Superior-Greenstone District School Board and shall include experience with its predecessor Boards of Education. Predecessor Board of Education seniority shall be



determined by the appropriate collective agreement in force as of December 31, 1997. A list of Teachers with predecessor Board of Education seniority will be maintained at the Superior-Greenstone District School Board office.

- 13.02 It is understood by both parties that seniority is, first and foremost, based on an individual school basis.
- 13.03 The following leaves will be recognized for seniority purposes: pregnancy leave, parental leave, leave of absence, sick leave, secondment, long term disability, Teacher Funded Leave Plan, Workers' Compensation and any other Board-Approved leave contained within this contract where it is stated that seniority shall continue to accrue.
- 13.04 Effective September 1, 2000, part-time Teachers shall accrue seniority as though they were full-time
- 13.05 That Teacher is more senior who has the greater:
- a) length of continuous teaching service with the Superior-Greenstone District School Board and its predecessor Boards of Education at a given secondary school as a member of OSSTF; or, when these are equal
  - b) length of continuous teaching service with the Superior-Greenstone District School Board and its predecessor Boards of Education at a secondary school level as a member of OSSTF; or, when these are equal
  - c) length of teaching service with the Superior-Greenstone District School Board and its predecessor Boards of Education at a secondary school level as a member of OSSTF; or, when these are equal

- d) length of teaching service at a secondary school level as a member of OSSTF; or, when these are equal
- e) length of total teaching service including teaching service at the elementary level and outside of Ontario; or, when these are equal
- f) if a redundancy exists, all of the above being equal, the Director of Education and the Principal concerned shall determine who shall be declared redundant in the best interests of the school.

#### **ARTICLE 14.0 : STAFFING**

14.01 Effective September 2002, the number of classroom teachers assigned to each school shall not be less than the result of dividing by 16 the average of the FTE students in the school on October 31 and March 31 of the preceding school year.

14.02 Effective September 2002, each school shall have Guidance and Special Education teachers assigned to it according to the following:

If the average of the FTE students in the school on October 31 and March 31 of the preceding school year is more than 400:

- 1.5 Guidance Teachers
- 1.5 Special Education Teachers.

If the average of the FTE students in the school on October and March 31 of the preceding school year is less than 400:

- 1.0 Guidance Teachers

## 1.0 Special Education Teachers.

Effective September 2005 where the average of the number of identified students in the school on October 31 and March 31 of the preceding school year is more than 55, the Board will assign an additional 0.17 FTE Special Education Teacher to the school to meet Student Success initiatives. The additional section shall be timetabled in the first semester.

Effective September 2006 where the average of the number of identified students in the school on October 31 and March 31 of the preceding school year is more than 55, and less than 65, the Board will assign an additional 0.17 FTE Special Education Teacher to the school in order to meet Student Success initiatives. Where the average of the number of identified students in the school on October 31 and March 31 of the preceding school year is more than 65, the Board will assign an additional 0.33 FTE Special Education Teacher to the school in order to meet Student Success initiatives. At least one of the additional sections shall be timetabled in the first semester

- 14.03 Additional staff may be assigned to a school at the discretion of the Board.
- 14.04 In the event that the Board offers courses by distance education, the Board agrees that staffing and workload provisions governing such credits shall be consistent with the staffing and workload provisions of this collective agreement.
- 14.05 Where a Special Education or Guidance Teacher is absent for more than ten (10) consecutive school days, the Board

will endeavor to replace the teacher in accordance with the Collective Agreement.

### In-School Staffing Committee

- 14.06 An In-School Staffing Committee shall be established and maintained from year to year in each secondary school. The Committee shall be comprised of two teachers from the school appointed by the union, the Principal and Vice-Principal of the school.
- 14.07 The Committee will provide advice and input to the Principal with respect to timetabling, teaching assignments the allocation of other professional duties such as supervision, and the method of staffing during the school year including surplus and redundancy declarations. Issues raised by representatives on the In-School Staffing Committee with respect to timetabling, allocation of other professional duties or class size which are not resolved by the In-School Staffing Committee may be brought forward to the Superintendent or designate responsible for staffing. The Superintendent shall consult with the In-School Staffing Committee and make recommendations, where appropriate, to resolve any such issues in dispute.
- 14.08 The Committee shall meet at the request of the union representatives or the administration representatives and shall report to the full school staff at the staff meeting next following any meeting of the In-School Staffing Committee.

### Distance Education

- 14.09 The Board will provide, during regular work hours, the teacher of a Distance Education course with the appropriate training, including but not limited to, training and familiarization with the specific equipment utilized in the delivery of the course.
- 14.10 All Distance Education courses will be scheduled during the regular school day.
- 14.11 The enrolment in any Distance Education course shall be capped at 25 students.
- 14.12 The Distance Education teacher shall be required to report student standings and performance in accordance with mark reporting policies at the teacher's own school.
- 14.13 The Board shall not monitor a lesson or course instruction session without the knowledge of the teacher.

**ARTICLE 15.0: PROGRAM LEADERS**

- 15.01 Following a posting and interview process, the Board shall select Program Leaders in each school based on the average number of FTE students in the school on October 31 and March 31 of the year during which the Program Leader positions conclude.

Enrolment:

less than 275 students	5 Program Leaders
275 – 350 students	6 Program Leaders
more than 350 students	7 Program Leaders

- 15.02 Each Program Leader shall be selected following a posting and interview process. Notices will be posted for a period of

five (5) school days between May 1<sup>st</sup> and May 15<sup>th</sup> The position will be for a fixed term of three years.

15.03 Upon request, unsuccessful candidates for a Program Leader position will be provided with a debriefing following the selection process.

15.04 Each Program Leader shall receive an allowance as follows:

Effective September 1, 2004 this allowance will be \$3,590.

Effective September 1, 2005 this allowance will be \$3,680.

Effective September 1, 2006 this allowance will be \$3,770.

Effective September 1, 2007 this allowance will be \$3,860.

15.05 In each school the Program Leaders will be in charge of the following curricular areas or combination thereof:

1. Social Science: Geography, History, Humanities, Family Studies, Native Studies.
2. Student Services: Guidance, Special Education, Co-op, Alternative Education, OYAP.
3. Languages/Communications: English, French, Native Language
4. Mathematics:
5. The Arts: Art, Music, Drama.
6. Technological Studies:
7. Science: Science, Biology, Physics, Chemistry, Geology.
8. Health and Physical Education:
9. Business Studies, Computer Studies/Library and Information Services

15.06 The model for curriculum subject-based Program Leaders for each school will be determined by the Principal of the school after consultation with the In-School Staffing Committee, subject to the approval of the Director.

- 15.07 In addition to their other leadership responsibilities, each Program Leader shall be responsible for assessment, evaluation practices and instructional strategies within their specific curricular areas. However, in each school one Program Leader shall be designated the school representative for these areas.
- 15.08 Where a program leader is temporarily absent for a period exceeding twenty (20) consecutive school days, the Board shall appoint a temporary replacement for the duration of the absence or for the balance of the Program Leader's term whichever ends first. The temporary replacement will be paid in accordance with Article 15.04 prorated for the period of the temporary assignment.

#### **ARTICLE 16.0: INSTRUCTIONAL TIME**

- 16.01 Effective September 2005, each full time teacher will be assigned core professional responsibility for six teaching periods. In addition, all teachers will be assigned other professional duties composed of on-calls, student supervision, student mentoring, and teacher mentoring up to a maximum of 36 half periods based on 75 minute periods. The amount of the other professional duties assigned to part-time teachers will be prorated based on the number of teaching periods.
- 16.02 In a semestered school, no teacher shall be assigned more than 3 teaching periods per semester except with the consent of the teacher and the Bargaining Unit President.
- 16.03 No teacher shall be assigned more than eight (8) different courses (other than Alternative Education courses, Credit Recovery courses or Technological Education courses) in a

school year without the consent of the teacher and the Bargaining Unit.

- 16.04 Each teacher shall be assigned to a 40 consecutive minute lunch break, free from assigned duties, between the hours of 11.15 a.m. and 1.45 p.m.
- 16.05 No teacher shall be assigned, without the consent of the teacher and the Bargaining Unit President, to teach more than two consecutive periods without a lunch break.
- 16.06 A Teacher will not be assigned more than one (1) half period of other professional duties in a day or two (2) half periods of other professional duties in a week except as provided below:
1. Other professional duties may be blocked in consultation with the In-School Staffing Committee and with the consent of the teacher.
  2. A teacher who has completed two (2) half periods of other professional duties in a week will not refuse a supervision or an on-call in an emergency situation. An emergency is defined as an unforeseen absence of a teacher where no Occasional Teacher is readily available.
- 16.07 Unassigned time shall be available to the teacher for preparation and marking.
- 16.08 Where practicable, the timetable for a Long Term Occasional Teacher shall be the same as the timetable for the Teacher who is being replaced.



- 16.09 The length of the school year shall be the minimum required under the Education Act.
- 16.10 The Principal or designate shall grant a minimum of one and one half (1.5) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a prearranged assignment occur without the one and one half (1.5) hours notice, the Occasional Teacher shall be paid for one-half (.5) day and may be assigned duties by the Principal or designate for that one-half (.5) day.
- 16.11 No Occasional Teacher shall be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject the Occasional Teacher to risk of injury or liability for negligence. An Occasional Teacher shall respond to a medical emergency involving pupil(s) in a responsible manner.
- 16.12 Where practicable, the timetable for Occasional Teachers shall be the same as the timetable for the Teacher who is being replaced including any assigned other professional duties.
- 16.13 A Short Term Occasional Teacher shall be paid according to the following schedule:
- i) one period, one third of an Occasional Teachers regular day's salary;
  - ii) two periods, two thirds of an Occasional Teacher's regular salary; and
  - iii) three periods, a full day's Occasional Teacher's salary
- 16.14 A Part-time or Long Term Occasional Teacher who performs a Short Term Occasional Teacher assignment shall be paid his or her regular salary plus the following

Occasional Teacher rate according to the following schedule:

- i) one period, one third of an Occasional Teachers regular day's salary; and
- ii) two periods, two thirds of an Occasional Teacher's regular day's salary;

No teacher shall be assigned to teach more than three periods in a day.

## **ARTICLE 17.0: STAFF REDUCTION**

17.01 Should a reduction in the staff of a school becomes necessary, teachers shall be laid off in reverse order of their seniority provided that the remaining teachers are qualified to perform the remaining assignments. Teachers being laid off at the end of the first semester will be notified no later than November 30. Teachers being laid off at the end the second semester will be notified no later than May 30.

The President of the Bargaining Unit shall be provided with all the relevant information prior to teachers being laid off.

17.02 Election:

- a) A Teacher who is subject to lay-off shall elect in writing within the notice period whether to maintain his/her recall rights.
- b) In the event that the Teacher elects to waive his/her recall rights or fails to make an election, the Teacher's employment terminates and the Teacher shall be paid

any severance pay to which he/she is entitled under 17.06 below.

- c) In the event that a Teacher elects to maintain recall rights, the Teacher shall be placed on the recall list for thirty-six (36) months from the effective date of lay-off. In the event that a Teacher is not recalled or does not accept recall within the thirty-six (36) month period, the Teacher's employment shall terminate and the Teacher shall be paid severance pay to which the Teacher is entitled in accordance with 17.06 below.
- d) A Teacher on the recall list may at any time during the thirty-six (36) month period renounce recall rights at which time employment will terminate and the Teacher shall receive any severance pay to which the Teacher is entitled in accordance with 17.06 below.

17.03 Recall:

- a) Recall shall be in seniority order provided the Teacher is qualified to perform the teaching assignment.
- b) A Teacher on the recall list must keep the Board informed at all times of the Teacher's current address and telephone number. The initial attempt to recall eligible laid off Teacher(s) shall be by telephone. If this is unsuccessful, a registered letter shall be sent to the last known address.
- c) A Teacher who has been placed on the recall list from a full-time teaching assignment shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching assignment with the Board. However, if such Teacher does not accept the temporary or part-time teaching assignment, the Teacher

shall not be considered for recall to any other teaching assignment similar to such assignment. Where the temporary teaching assignment is finished the Teacher shall return to the recall list.

- d) Any Teacher on the recall list shall have the option to maintain his/her benefit coverage at full premium cost to the Teacher payable to the Board in advance on a monthly basis.
- e) Any Teacher on the recall list who is offered a part-time or full-time teaching assignment shall have a maximum of ten (10) working days from the date of notification by telephone or the posting of the registered letter, in which to report for the teaching assignment.
- f) A Teacher who fails to accept his/her recall or report for work as specified, except where permitted in (g) below, shall lose all recall rights.
- g) A Teacher who is unable to report for work and provides satisfactory medical or other evidence of injury or illness, or who provides another reason satisfactory to the Board, shall not lose recall rights because of failure to report in accordance with 17.03 (9) above. A Teacher shall not be required to accept recall to a school different from the one from which he/she was laid off.
- h) Prior to any external hiring, all teachers, available for recall and qualified for the position, shall be offered the position in accordance with the provisions of this Article.

**17.04 Deemed to Have Terminated Employment:** A Teacher shall be deemed to have terminated employment with the Board if the Teacher:

- a) Voluntarily resigns in writing, or
- b) Fails to report for the teaching assignment within ten (10) days from the mailing notice of recall unless a reason satisfactory to the Board is given, or
- c) Fails to report to work, after being recalled, within ten (10) days of notifying the Board of his/her return to work unless a reason satisfactory to the Board is given, or
- d) elects to waive or renounce his/her recall rights

17.05 Letter of Reference: Any Teacher who terminates employment with the Board after being declared surplus, shall receive from the Director of Education a letter stating that the employment of the Teacher was terminated because of a surplus of Teachers and for no other reason.

17.06a) Severance Pay: A teacher entitled to severance pay under this article shall receive severance pay based upon their years of continuous employment with the Board in accordance with the following. Severance pay under this article is inclusive of any severance pay to which the teacher is entitled under *The Employment Standards Act*.

1 year	- 8% of current salary
2 years	- 12% of current salary
3 years	- 15% of current salary
4 years	- 18% of current salary
5 years or more	- 20% of current salary

## **ARTICLE 18.0: TERMINATION OF EMPLOYMENT**

- 18.01 A teacher shall notify the Board by November 30 of the Teacher's intention to resign effective the end of first semester. A teacher shall notify the Board by May 31 of the Teacher's intention to resign effective June 30 through August 31.
- 18.02 It is understood that a Teacher shall terminate employment at the end of first semester or June 30 through August 31 except with the consent of the Board. The Board's consent will not be unreasonably withheld where the Teacher is retiring to pension and has provided the Board with thirty (30) school days written notice.
- 18.03 The Board and a teacher who is a night school or summer school continuing education teacher shall give written notice to the other of not less than two weeks should either wish to terminate the Teacher's employment
- a) before the last day of the course(s) being taught by the teacher; or
  - b) provided that fewer than two weeks are to elapse before the start time of the course.
- 18.04 When a Long Term Occasional Teacher has been employed in an assignment for thirty (30) or more school days, the Long Term Occasional Teacher shall be provided with one (1) week written notice if the assignment is to end prior to the agreed upon date.

## **ARTICLE 19.0: VOLUNTARY TRANSFER**

- 19.01 Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Director in writing no later than March 31 in the school year

immediately prior to the school year for which the transfer will be effective.

19.02 All such requests shall remain on file with the Director until the Bargaining Unit Member requests otherwise.

19.03 Requests for voluntary transfer to a job which has become available at a high school within the Board will be considered before the Board hires a new Teacher. The principal will, upon request, meet with the teacher whose request for transfer has been denied in order to provide reasons for the denial. The teacher shall have the right to OSSTF representation at such a meeting. In order to facilitate voluntary transfers a Member who is transferred to replace a member on leave will remain the responsibility of the originating school.

## **ARTICLE 20.0: ACTING ADMINISTRATIVE POSITIONS**

20.01 Subject to the provisions set out below, a Teacher who accepts an assignment for a specific term to a temporary position of added responsibility to fulfill the duties of a Vice Principal or Principal temporarily absent from duty for a period of time not to exceed one (1) school year or who has left the Board's employ during the school year, shall continue to be a member of the Bargaining Unit, with all the rights, privileges and obligations thereof, including but not limited to:

- i) Payment and deduction of union dues;
- ii) Participation in the Teachers' benefits plans pursuant to the Collective Agreement;
- iii) Accrual of bargaining unit seniority in the usual course;
- iv) Full recognition and credit for teaching experience for the term the Teacher is in the acting position; and

v) Access to the grievance procedure.

20.02 The terms and working conditions of the Acting Vice-Principal or Principal assignment shall be those of the Vice-Principal or Principal position as may be determined by the Board. It is agreed and understood, however, that Teachers put into this type of position will not be expected or required to write or present performance appraisals of other Teachers, although they may be required to provide requested factual information to the Board or Principal to assist in the preparation of a teacher appraisal. In addition, it is understood that an Acting Principal or Vice-Principal shall not discipline other OSSTF Members.

20.03 Where the teacher accepts an assignment to the position of Acting Vice-Principal or Principal for one or more days, the daily salary for the acting position shall be the ordinary starting salary for the Vice Principal or Principal position being replaced, divided by 194, retroactive to the first day of the assignment.

20.04 A decision of the Board to terminate a Teacher's acting assignment to a Vice-Principal or Principal position shall not be considered disciplinary and shall not be the subject-matter of a grievance or arbitration.

20.05 Upon the termination of the acting assignment, the Teacher shall be returned to the bargaining unit position held prior to the acting assignment.

## **ARTICLE 21.0: POSTING VACANCIES**

21.01 The Board agrees to post internally notices of vacancies in Bargaining Unit positions (including Long Term occasional positions known from the outset to be in excess of one



month and Program Leader positions) which occur during the school year. Such posting shall be for five (5) days and a copy shall be provided to the Bargaining Unit President. Copies shall also be sent to all teachers on the recall list.

21.02 Posted copies of vacancies shall be posted at each site and on the Board's website.

## **ARTICLE 22.0: TEACHER CLASSROOM EVALUATION**

22.01 Performance Appraisals of all teachers shall be conducted in accordance with the Education Act and its Regulations as amended from time to time; however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out in 22.04 below

22.02 The Board shall consult with the bargaining unit regarding any new policies or operating procedures relating to performance appraisals.

22.03 Program leaders shall not conduct teacher performance appraisals, but this shall not preclude program leaders from participating in programs of assistance or other remediation.

22.04 The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time limits in Article 25 (Grievance/Arbitration Procedure).

22.05 When a teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall, with the

permission of the teacher, notify the Bargaining Unit President.

### **ARTICLE 23.0: PERSONNEL FILES**

- 23.01 All Teachers shall have access to their personnel files maintained by the Principal. Teachers shall have the right to make copies of any material contained in such file.
- 23.02 Teachers shall receive copies of any materials placed in their personnel files.
- 23.03 A Teacher who believes that a document in his/her personnel file contains inaccuracies or errors may append to the document a notice setting out the Teacher's corrections. Where the Board agrees with the Teacher that a document is inaccurate, the error will be corrected and the inaccurate document removed from the file.
- 23.04 Letters of discipline shall be removed from a Teacher's personnel file following two years of active employment during which no further discipline was received by the Teacher.

### **ARTICLE 24.0: DEMOTION & DISMISSAL**

- 24.01 No teacher, other than an occasional teacher, shall be disciplined, demoted or discharged without just cause. Notwithstanding this provision, the parties agree that the discipline, demotion or dismissal of a probationary teacher shall be subject to a lesser standard of just cause. The employment of an occasional teacher may be terminated for any reason provided that the Board acts in good faith.

24.02 The recommendation to the Board for demotion, discipline, or dismissal of a teacher shall come from the Principal and the Director.

## **ARTICLE 25.0: GRIEVANCE / ARBITRATION PROCEDURE**

### 25.01 Definition:

- a) A “grievance” shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the Member, group of Members or OSSTF and the Board.
- b) A “party” shall be defined as:
  - i) OSSTF;
  - ii) the Board
- c) “Days” shall mean school days unless otherwise indicated.
- d) The “grievor” shall be defined as the party initiating the grievance.

### 25.02 Informal Stage:

The Member, or group of Members must attempt to resolve a grievance by informal discussion with the principal or immediate supervisor prior to initiating the formal grievance. The Member may be accompanied by an OSSTF representative at the Member’s request.

### 25.03 Formal Stage

### Step 1

- a) Where OSSTF decides to proceed with a grievance, it shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and shall deliver the same to the Principal within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the Member ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- b) The Principal or designate, shall meet with the grievor(s) and the designate OSSTF representative(s) within ten (10) days from the receipt of the grievance. The Principal or designate shall forward the written decision to OSSTF within five (5) days of such meeting

### Step 2

- a) Failing settlement at Step 1, OSSTF may submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the designated OSSTF representative(s) within ten (10) days from the receipt of the grievance. The grievor(s) may attend such meeting at the request of the OSSTF representative(s). The Director or designate shall forward a written decision to OSSTF within five (5) days of such meeting.

### Step 3

If no settlement is reached, OSSTF may submit the grievance to arbitration within twenty (20) days of receipt of the response as follows:

- a) Arbitration: When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- b) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any Member(s) affected by it.
- c) Board of Arbitration: When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the arbitration board, the other party may request the Minister of Labour to refer the grievance to a single arbitrator.

d) Decision of the Board of Arbitration: An arbitration board shall give a decision within thirty (30) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the board of arbitration shall be final and binding and enforceable on all parties.

e) A grievance relating to the dismissal or discharge of a Member may be filed at Step 2.

25.04 Powers of the Board of Arbitration: An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the ***Labour Relations Act***.

25.05 Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the arbitration board.

25.06 Policy Grievance: OSSTF and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to OSSTF or the Director of Education and must be filed within twenty (20) days of the

occurrence of the circumstances giving rise to the grievance or when OSSTF or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

25.07 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 time lines 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 the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

25.08 Other:

- a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.
- b) If the grievor or OSSTF fails to act within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievance will be considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, OSSTF may submit his/her grievance to the next step of the procedure.

- c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- d) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
- e) There shall be no reprisals of any kind taken against any Member because of the Member's participation in the grievance or arbitration procedure under this Agreement.

#### **ARTICLE 26.0: PROFESSIONAL ACTIVITY DAYS**

- 26.01 The Board shall provide information to the Bargaining Unit President about the professional development activities provided by the Board.
- 26.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 26.03 A Long Term Occasional Teacher will be paid for a Professional Activity Day that falls within that assignment and will be required to participate in the scheduled professional activity sessions.
- 26.04 An Occasional Teacher may attend on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Requests to attend shall be in writing to the Principal at least fifteen (15) teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.

#### **ARTICLE 27.0: TRAVEL ALLOWANCE**



27.01 Eligible employees who are authorized to use their personal vehicles on Board business shall be reimbursed at the Board's current rate.

### **ARTICLE 28.0: STAFF / BOARD LIAISON**

28.01 A staff / board liaison committee shall be struck consisting of up to three members of the bargaining unit and up to three Board representatives.

28.02 The purpose of this committee shall be to foster better understanding between the parties.

28.03 The committee shall meet once per semester. Meetings may be conducted via video conference. Additional meetings will be held if agreed upon by the Director and the Bargaining Unit President.

28.04 No member of the committee will suffer a deduction from his/her regular salary as a result of attending a committee meeting.

### **ARTICLE 29.0: HEALTH AND SAFETY**

29.01 Health and Safety shall be governed by the applicable provisions of the *Occupational Health and Safety Act*.

29.02 Training required by the *Occupational Health and Safety Act* shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee.

### **ARTICLE 30.0: DISCRIMINATION/ HARASSMENT**

30.01 The parties agree to comply with their obligations under the *Ontario Human Rights Code*.

Accordingly, the parties agree that there shall be no discrimination against members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, same sex partnership status, family status, or disability as defined and provided for in the Code.

The parties further agree that there shall be no discrimination against members because of participation or non-participation in lawful union activities.

#### **ARTICLE 31.0: CRIMINAL RECORDS CHECK**

31.01 The Board shall pay the cost of the first criminal record check required in respect of an incumbent teacher in 2003, provided the teacher participates in the process operated by the Ontario Education Services Corporation.

31.02 Access to and the use and disclosure of records and information (including offense declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Normal, daily access to such records and information shall be limited to the Coordinator of Human Resources and those persons designated by the Director of Education. The Coordinator **shall** advise the bargaining unit President of the names of those so designated. Such personnel shall not be members of the bargaining unit.

## **ARTICLE 32.0: CUMULATIVE SICK LEAVE**

### **PART A - Teachers**

- 32.01 Subject to Articles 32.05, as of June 30th of each year, cumulative sick leave credits shall be placed to the credit of each Teacher on staff equal to twenty (20) days sick leave minus the number of days absent during the year on account of illness.
- 32.02 Each Teacher shall be entitled to accumulate sick leave credits to a maximum of 280 days.
- 32.03 By October 30th of each year, each Teacher on staff shall be provided with a statement of the number of sick leave credits accumulated to June 30th of the prior school year.
- 32.04 **All Teachers**, after commencement of their duties each year, shall receive full pay for up to twenty (20) days of absence due to illness or injury during the school year. The Teacher's cumulative sick leave reserve will be drawn upon to the extent that the number of days lost through illness or injury in any year exceeds twenty (20).
- 32.05 Teachers employed for a partial year shall receive two (2) sick leave credits for each full month of employment. A full month of employment is one in which the Teacher teaches for at least ten (10) consecutive days.
- 32.06 The number of sick days credited to a part-time Teacher for the year shall be in the same proportion as his or her teaching time is to a full teaching year

- 32.07 Every period of absence is to be reported by all teaching personnel by notifying the person designated by the Board as soon as possible.
- 32.08 The Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner, for absences of five (5) consecutive school days or more due to sickness, physical and/or mental disability. The Board shall reimburse the teacher for the cost, if any, charged by the practitioner for the certificate.
- 32.09 Should a Teacher totally exhaust his/her sick leave credits and be unable to return to work, the Board shall grant the Teacher a leave of absence without pay for the remainder of the school year. The Board may grant further leaves of absence of up to one school year at a time upon a review of the Teacher's condition and prognosis. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
32. 10 Subject to the maximum set out in paragraph 32.02 , a teacher transferring from another Board shall be credited with the number of days of sick leave credits which the employee had to his/her credit with the previous Board.

### PART B - Occasional Teachers

- 32.11 (a) Long Term Occasional Teachers who are required to teach for a period of three (3) or more consecutive months as substitute for the same teacher shall accumulate sick leave credits throughout the long term assignment at the rate equivalent to that set out in 32.01, prorated for the duration of the long term

occasional teaching assignment. At the end of the long term occasional teaching assignment any outstanding sick leave credits will be cancelled except where the Long Term Occasional Teacher secures a permanent teaching position in the same assignment with no break in service.

- (b) Sick leave credits accumulated by Long Term Occasional Teachers shall be reduced by one (1) full-time equivalent day for each one (1) full-time equivalent day of absence due to illness or injury during the long term occasional assignment. The Board may require a Long Term Occasional Teacher to submit a certificate from a qualified medical or dental practitioner, for absence of five (5) consecutive days or more due to sickness, physical and/or mental disability.

## 32.12 Retirement Gratuity:

32.12.01 Upon superannuating on a bona fide Ontario Teachers' Pension Plan pension from employment with the Superior-Greenstone District School Board, subsequent to five years continuous service with the Board, the teacher shall receive a retirement gratuity, providing one year's notice is given of the intent to retire. Where such notice is not given the Board may withhold payment until the following budget year.

32.12.02 When a teacher becomes entitled to receive a gratuity under this Article, the Board shall so inform that teacher in a letter of the form attached as Schedule A to this Agreement. The Board shall allow the teacher at least thirty days after receipt of such notice to provide written instructions as to the method of payment. If no

instructions are received, the payment will be made either by cheque or directly to the teacher's account.

32.12.03 This retirement gratuity is:

- a) calculated at the rate of 6% of accumulated sick leave after the first five years;
- b) increased by 2% per year thereafter to a maximum of 50%;
- c) calculated on the past year's salary.

In the event of the death of a teacher while employed by the Board, any retirement gratuity payable will be paid to the teacher's estate or assigned beneficiary.

Any teacher accepting this gratuity forfeits all of his/her accumulated sick leave credits as per the following example:

Applicable i: of E Salary Agreement:

- sick leave accumulates 20 days per year to a maximum of 225 days
- retirement gratuity is 6% of accumulated sick leave after five years service
- retirement gratuity increases by 2% of accumulated sick leave in the 6th and subsequent years until a maximum of 50% is reached
- the gratuity is calculated on the past year's salary which would ordinarily be the September-June salary for the

school year immediately preceding retirement, or the calendar year's salary if retirement occurred on December 31st.

Example: A teacher has taught for the Board for 12 years, has a salary of \$70,660 in the last year of employment, and a sick leave accumulated total of 180 days.

Calculation:

12 years = 20%

20% of 180 days = 36 days

Daily rate of pay =  $\frac{70,660}{200} = \$353.$

Amount of Retirement Gratuity = 36 days X \$353.  
= \$12,718.

(subject to usual deductions of income tax, etc.)

### 32.13 **Group Life and Welfare Plans:**

#### PART A Teachers

a) The Board shall contribute 100% towards the premium costs for all benefits listed below with the exception of the LTD benefit. Employees shall pay the remaining premium costs through payroll deduction. Employees shall pay 100% of the premium costs for LTD. Benefit coverage shall be as provided in the Master Plan in effect at September 1, 2004 and as amended by this Collective Agreement.

1. Life insurance for the employee equal to \$275,000 convertible.

2. Dependent Life Insurance:
  - a) Spouse - \$20,000
  - b) Each Child - \$10,000
  
3. Long Term Disability Insurance with a 90 day waiting period.
  
4. Accidental Death and Dismemberment equal to \$275,000
  
5. Medical Insurance (drugs deductible), excess Doctors' fees, private hospital accommodation where available, vision care, etc.
  - Vision Care Maximum: \$275.00/12mth
  - Hearing Aids coverage: \$500.00/5 years
  - Chiropractic fees in excess of Provincial Health Care Coverage.
  - Physiotherapy subject to \$15.00 per treatment with a combined maximum of \$500.00 for physiotherapy and massage therapy per calendar year. Treatment must be authorized in writing by the attending physician legally licensed to practice medicine.

Effective September 1, 2005, increase hearing aide coverage to \$2,000.00 every five years and include laser eye surgery and the cost of annual eye examination in the vision care maximum.

Effective September 2006 combined physiotherapy and massage therapy limit will be increased to \$750.00 with a per visit maximum of \$25.00



6. Dental Benefit Plan (Fee Schedule is to be kept up-to-date.)

Annual Plan 7 Ryder 1 Combined Maximum	\$2,500
Ryder 2 & 4 Annual Maximum	\$3,000
Ryder 3 Life Maximum	\$3,000

- b) The Board reserves the right to negotiate with an insurer of its own choice. No change in the Master Plan will take place without prior discussion with the local Affiliate. The benefit plans are not part of this collective agreement. The Board's sole obligation shall be to make a contribution towards the premium costs of the benefits.

(~~3~~ and 4 above are conditions of employment)

c) Retired Teachers

All teachers retiring after August 31, 1992 will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans.

Payments are to be made in two installments on Sept 1 and March 1. The onus is upon the participant to ensure payment is received by the Board on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits. The Board will send notice of the required premium 30 days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired teacher and will not be extended beyond the month the teacher turns 65 years of age.

- d) Any changes to this benefit package caused by negotiation of this agreement will become effective the

first day of the third month after date of signing this collective agreement. Current benefits will continue until agreement is signed (with the exception of strike action).

- e) In view of the Board's contribution to the above benefit plan, the employees' share of the E.I. rebate shall be retained by the Board.

#### PART B Occasional Teachers

- a) Benefit eligibility in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of two (2) or more consecutive months as substitute for the same teacher.
- b) If the assignment is known in advance to exceed two (2) consecutive months, benefit entitlement for Long Term Occasional Teachers will commence at the outset of the assignment.
- c) If the assignment is not known to exceed two (2) consecutive months at the outset of the assignment, benefit entitlement for Long Term Occasional Teachers will commence on the first day of the third (3) month or as soon as it becomes known that the assignment will exceed two (2) consecutive months.
- d) Long Term Occasional Teachers with benefit eligibility shall be entitled to participate in the Medical Insurance and Dental Benefit Plans as set out in Sub-clauses 5 and 6 of Article 32.14 (a) of the Secondary Teachers' Collective Agreement. The Board shall contribute one-hundred percent (100%) towards the premium cost of these benefits.

## **ARTICLE 33.0: LEAVES OF ABSENCE**

### **33.01 Leave of Absence Without Pay**

A leave of absence without salary and benefits or sick leave credits may be granted by the Board for up to one (1) year upon the recommendation of the Director of Education. The teacher will be provided a teaching position at the same school for which the Teacher is qualified upon the Teacher's return from the leave subject to the staff reduction provisions of this agreement.

### **33.02 Special Compassionate**

33.02 a) Special compassionate leave of up to five (5) days in any school year without loss of salary, benefits, experience or sick leave credits may be granted at the discretion of the Principal. Reasons for such leave may include, but are not limited to, severe illness in the immediate family, absence for the purpose of seeking medical attention for dependants or spouse, death of a close personal friend or arrival home of a newborn or adoptive child.

33.02 b) Family medical leave must be granted in accordance with the Employment Standards Act as amended from time to time.

### **33.03 a) Bereavement Leave**

For death in the immediate family the teacher is permitted to be absent without loss of salary, benefits, experience or sick leave credits for a period of up to but not more than five (5) calendar days. When used herein, immediate family includes father, mother, father-in-law, mother-in-law, spouse (spouse shall include common-law and same sex partner), son, daughter, sister, other relatives

grandchildren, legal guardian, sister-in-law, brother-in-law, son-in-law, daughter-in-law. The first such day is to be within two days of the day of death.

33.03 b) Bereavement Leave-Memorial Service

For attendance at a Memorial Service that could be held at a later date for a death in the family, as defined in Clause 33.03(a), the employee may elect to use all or part of the five (5) Bereavement Days from Clause 33.03(a) Bereavement Leave to attend the service without **loss** of salary, sick leave credits, benefits, seniority, or experience.

33.04 School Business

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member while on approved school business.

33.05 Medical Quarantine

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member for a period of quarantine, when declared by the Medical Officer of Health or designate.

33.06 Jury/Witness Duty

Absence without **loss** of salary, benefits, experience or sick leave credits shall be granted a Member for Jury Duty, or when a subpoena is issued by court order to an employee who is not a party to a court charge.

33.07 Federation Business

Absence without **loss** of salary, sick leave credits, benefits, and experience shall be granted to the following:

- a) At the request of the Bargaining Unit Executive, the Principal shall grant a Member a leave of absence to

permit punctual attendance at OSSTF workshops and meetings. Leave of absence granted under this section will not exceed in the aggregate, twenty five (25) days during the school year per school.

- b) At the request of the Branch President, the Principal shall grant the Branch President a leave of absence to attend to federation/school business matters which occur during the regular school hours. Leave of absence granted under this section will not exceed in the aggregate, ten (10) days during the school year per school.
- c) At the request of the Bargaining Unit President, the Director shall grant the Bargaining Unit President a leave of absence for up to one school year. The Bargaining Unit shall inform the Board no later May 15<sup>th</sup> as to the FTE portion of the President's leave of absence to be taken in the following school year.
- d) OSSTF shall reimburse the Board for any replacement costs incurred by the Board in granting the leaves described in paragraphs (a) and (b).
- e) For the leaves described in paragraph (c) above, the OSSTF shall reimburse the Board for the cost of the salary, statutory and negotiated benefits of the teacher on the lowest grid step in the Bargaining Unit President's home school, equivalent to the FTE portion of the President's leave, during the period of the Bargaining Unit President's approved leave.
- f) Notwithstanding paragraph (e), the OSSTF's reimbursement to the Board shall not exceed Category 3

Year 2 grid step, prorated for the portion of the President's approved leave.

### 33.08 Adverse Weather Conditions

- a) Under adverse weather conditions a teacher shall make an individual decision on the matter of whether it is safe to travel to work.
- b) Where a personal decision is made to remain at home the teacher shall report this decision to his/her Principal immediately and provide reason (s) thereof. In this case, the teacher shall be granted a leave of absence without pay or may use a Personal Leave Day if one is available

### 33.09 Personal Leave Days

Each teacher shall be allowed up to three personal leave days each school year. The days are to be taken with the approval of the principal.

Each Long Term Occasional Teacher who is required to teach for a period of three (3) or more consecutive months as a substitute for the same teacher shall be allowed one (1) personal leave day per each three (3) month period of long term teaching assignment to a maximum of three (3) days per year. The day is to be taken with the approval of the Principal.

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## **34.00 PREGNANCY AND PARENTAL LEAVE**

34.01 Pregnancy and parental leaves shall be in accordance with the *Employment Standards Act*. The current, relevant

provisions of the **Act** are appended to this Collective Agreement.

- 34.02 Upon application from a Member on pregnancy or parental leave, the Board may grant an extension to the leave of up to two (2) school years. The extended leave must terminate on the day immediately preceding the first day of school or the first school day of the second semester or such date as mutually agreed. The return date shall be clearly stated prior to the commencement of the leave.
- 34.03 The Teacher shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory portion of the leave the Teacher shall pay 100% of the premium costs and shall not accumulate sick leave credits or teaching experience.
- 34.04 Subject to the approval of Revenue Canada, the Board will pay the teacher who qualifies for pregnancy/parental leave as outlined in this article the equivalent of 100% of the Teacher's salary for the two (2) week waiting period. Weekly salary is calculated as follows: Annual Grid Salary plus Allowances divided by 194 days multiplied by five.
- 34.05 For pregnancy leave only, the Board will pay a Supplementary Employment Benefit (SEB) for the Members eligible for E.I. The top-up will provide the difference between what an employee receives from E.I. and her regular wage for maximum of an eight (8) week period inclusive of the two week waiting period identified in 34.04. Such period shall be without deduction to sick leave credits. To receive pay, the member must provide the Board with verification of the approved E.I. claim indicating the amount of E.I. paid to the member. Top-up payment from the Board will be payable to the member only for those days during the

eight (8) week top-up period which falls on regular school days. (Maximum thirty (30) days).

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

## **ARTICLE 35.0: TEACHER-FUNDED LEAVE**

### 35.01 Preamble

The Superior-Greenstone District School Board and OSSTF assume no responsibility for any consequences arising out of this plan related to effects on teachers' pension plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by a Teacher as a result of participation in this plan.

### 35.02 Description

35.02.01 This Teacher-funded leave plan is developed to afford Teachers the opportunity of taking a leave of absence through deferral of salary to finance the leave.

### 35.03 Application

35.03.01 A Teacher must make written application to the Director of Education on or before January 31<sup>st</sup> requesting permission to participate in the plan commencing in September of the same Calendar Year.

35.03.02 Written acceptance, or refusal, of the Teacher's request, with explanations, will be forwarded to the



Teacher by April 1st in the school year in which the request is made.

35.03.03 Approval of individual requests to participate in the plan shall rest solely with the Board.

#### 35.04 Pay Deduction Formula and Leave of Absence

35.04.01 In each year of the plan preceding the year of leave a teacher will be paid a reduced per centum of his/her proper grid salary and applicable allowances. The remaining per centum of annual salary will be deferred and this accumulated amount, shall be retained for the Teacher by the Board in a True Savings Account at the Board's Bank. Interest earned on the True Savings Account will be paid out annually prior to December 31<sup>st</sup>.

a) OR, with the approval of the Board, a Teacher may elect some alternate method of funding his/her leave.

b) Federation fees and pension plan deductions will be at the direction of the appropriate agency.

35.04.02 While a Teacher is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the plan.

35.04.03 A Teacher's fringe benefits will be maintained by the Board during his/her leave of absence, however, the premium costs of all fringe benefits shall be entirely paid by the Teacher during the year of absence at the Board's group rates.

- 35.04.04 While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the plan, or according to the salary the Teacher would receive in that year if he/she was not enrolled in the plan, at the option of the Teacher.
- 35.04.05 Where fringe benefits are not a condition of employment, a participant may choose to opt out in the year of his/her leave.
- 35.04.05 A Teacher may apply to take his/her leave in other than the fifth year of this plan, if mutually agreed to by the Teacher and the Board.

#### 35.05 Terms Reference

- 35.05.01 On return from a leave a Teacher will be assigned to his same position or, if due to declining enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of this Agreement.
- 35.05.02 Sick leave credits will not be accumulated during the year spent on leave.
- 35.05.03 Teachers declared redundant will not be eligible for this plan.
- a) A Teacher enrolled in this plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Clause 35.05.04 below.

- 35.05.04 Repayment shall be made as per Agreement between the Teacher and the Board.
- 35.05.05 Pension Plan deductions are to be continued as provided by the current ruling of the Teachers' Pension Plan Board.
- 35.05.06 A Teacher may withdraw from the plan at any time prior to March 1st of the calendar year in which his/her leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Clauses 35.05.03(a) and 35.05.04 above.
- 35.05.07 In the event that suitable replacement cannot be hired by June 1st in the calendar year in which the leave is to be taken by a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, the Teacher may choose to remain in the plan and/or receive payment upon withdrawal as provided. Under no circumstances shall the leave be taken beyond the sixth year of the commencement of the plan.
- a) Should Clause 35.05.07 result in a leave of absence being taken past the final year of the individual's plan, any monies accumulated by the terminal date of his/her plan will continue at the discretion of the Teacher.
- 35.05.08 Should a Teacher die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.
- 35.05.09 All Teachers wishing to participate in the plan shall be required to sign an agreement supplied by the Board before final approval for participation will be granted.

35.05.10 The year of leave shall not be recognized for salary calculation purposes.

35.05.11 Seniority shall accumulate during the year of leave.

35.05.12 The year of leave shall not be calculated in the determination of any retirement gratuity.

### **ARTICLE 36.0: EARLY RETIREMENT INCENTIVE PLAN**

The Board shall provide an Early Retirement incentive for all teachers.

#### **Purpose**

The purpose of the plan is to enable Secondary Teachers to retire earlier than the mandatory retiring age of 65.

It is understood by all parties to this Agreement that the Early Retirement Incentive Plan (E.R.I.P.) is intended to be:

- 1) a cost-saving device for the Board; and
- 2) a benefit to the teacher(s).

#### **Eligibility**

Each member of the Branch Affiliate who ....

- has 12 or more years of continuous service with the Superior-Greenstone District School Board credited under the Teacher's Superannuation Act, and
- is age 55 years or older

.... shall qualify for payment(s) under the Early Retirement Incentive Plan.

Teachers shall forward to the director (or designate) .....

- a written application for payment under the E.R.I.P.; and
- proof of age; and
- proof of service achieved under the Teacher's Superannuation Commission; and,
- a written resignation in which effective date of resignation and retirement is clearly stated.

Applications must be received on or before March 31st for effective separation on August 31st of the same school year.

#### Conditions

The granting to any teacher of such financial incentive as provided in the E.R.I.P. will be determined by the following conditions:

- 1) Once the resignation is effective, the Teacher is no longer an employee of the Board and is not eligible for any employee benefits (with the exception of those outlined in Section 32.14 (c) and any outstanding Retirement Gratuity owing), and
- 2) The recipient agrees to defer receipt of retirement gratuity until the following calendar year after the E.R.I.P. payment unless otherwise mutually agreed.

#### Payments

The total incentive payments in any one year shall be capped at an amount equal to the savings the Board realizes through staff replacement due to retirements.

Should the retiree not be replaced due to redundancy or should the retiree be replaced by a person within the Board the savings would be determined as the difference between the retiring teacher's salary and the least senior teacher's salary.

Once staffing has been finalized for the school year following effective date of retirement, the E.R.I.P. payment to the applicant(s) will be determined. Teachers will be notified no later than September 15th of the year of retirement.

The maximum possible incentive for any given year shall be calculated as follows, subject to the capping provisions outlined above. In the event that the total savings realized is not equal to the maximum allowed below, payments will be determined on a pro-rated sharing ratio.

i.e. 
$$\frac{\text{maximum allowance per retiree}}{\text{sum of maximum allowance for all retirees}}$$

Example:                      3 Teachers Retiring

- 1)            1 at age 55 with maximum allowance        \$26,851.
- 2)            1 at age 60 with maximum allowance        \$12,012.
- 3)            1 at age 64 with maximum allowance        \$ 1,413.

Assuming the cap was less than \$40,276 the three retirees would share the cap as follows:

- 1)             $\frac{26,851}{40,276} = 66.7\%$
- 2)             $\frac{12,012}{40,276} = 29.8\%$
- 3)             $\frac{1,413}{40,276} = 3.5\%$

40,276

100.0%

<u>Age</u>	<u>Index Table</u>
55	.38
56	.34
57	.30
58	.25
59	.21
60	.17
61	.13
62	.08
63	.06
64	.02

Payment shall be a one-time, lump sum payment made on the first school day in January of the calendar year next following the year of separation unless otherwise mutually agreed. Payments are indexed to Category IV maximum.

Should the retiree not be replaced due to redundancy or should the retiree be replaced by a person within the Board the savings would be determined as the difference between the retiring teacher's salary and the least senior teacher's salary.

### **ARTICLE 37.0: TEACHER DEVELOPMENT ACCOUNTS**

37.01 An amount of \$54,118 shall be placed into a Teacher Development Account to be accessed equally by secondary teachers. These funds shall be used for expenses incurred for Teacher-directed professional development and/or other professional resources including computer equipment and other professional supplies.



37.02 The parties shall meet within two weeks of ratification of this Collective Agreement to determine procedures for teachers accessing these funds.

**ARTICLE 38.0: DURATION AND RENEWAL**

38.01 This Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within 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*.

38.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 37.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement, in accordance with the *Ontario Labour Relations Act*.

38.03 Except for error, inadvertence, or omissions, this Agreement shall form the basis for computing all salaries and other terms defined herein. Amendments (deletions or additions) to clauses defined herein shall be made only by mutual consent of the parties concerned in this agreement and shall be subject to ratification by the parties.

DATED AND SIGNED,

THIS 31<sup>st</sup> DAY OF May, 2005 AT MARATHON, ONTARIO

*SIGNING FOR THE BOARD:*

*SIGNING FOR TEACHERS:*

-----  
CHAIR, BOARD  
NEGOTIATING COMMITTEE

-----  
CHAIR, TEACHERS'  
NEGOTIATING COMMITTEE

-----  
CHAIR OF THE BOARD

-----  
**PRESIDENT, O.S.S.T.F.**

**Pregnancy leave** is a right that enables pregnant women to take 17 weeks of unpaid leave from work. They may choose to take less time or, in special cases, the leave may be longer.

**Parental Leave** is a right that enables natural and other new parents up to 35 weeks (if she took a pregnancy leave) or 37 weeks (if he/she did not take a pregnancy leave) of unpaid leave from work when a baby or child first comes into their care. Both parents are entitled to this leave. Parental leave is not part of pregnancy leave. A birth mother can take both pregnancy leave and parental leave for a total of 52 weeks off work.

Both parents can be on leave at the same time. This means that a natural father could take parental leave at the same time the mother is on pregnancy or parental leave.

**NOTE:** *If your staff have questions about Employment Insurance benefits while on leave, they should contact the Canada Employment Centres for information.*

## **Pregnancy Leave**

### **Qualifications**

For your employee to be eligible for pregnancy leave, you must have hired her at least 13 weeks before the date her baby is expected to be born. This is called the “due date”.

Your employee’s eligibility depends on the due date – not the date the baby is actually born.

For example, a woman may begin a job with you and her due date is in 15 weeks, but the child is born 12 weeks after she starts her new job. She is still eligible for pregnancy leave because her due date was at least 13 weeks after she started the new job.

Both the part-time and full time employees qualify for pregnancy leave.

### **Start and Length of Leave**

Your employees can start her pregnancy leave any time during the 17 weeks before her baby is due. As to when the leave starts, that decision is hers to make - not yours.

She can plan to work right up until her due date, but not later. If the baby is born earlier, her leave starts on the day the child was born. Her pregnancy leave will end 17 weeks later and she must take it all at one time.

You cannot make your employee start her leave if she is sick, even if the illness is caused by her pregnancy.

### **Notice**

At least two weeks before she plans to start her pregnancy leave, your employee has to give you a letter that tells you what her plans are. This is called a "written notice".

In this notice she must tell you the date she plans to begin her pregnancy leave. She must also include a letter from her doctor telling you when her baby is due.

She may also tell you the date she plans to return to work, though this is not required by law. If she doesn't give this date, you can assume that she is taking the full 17 weeks' pregnancy leave.

She does not lose her right to pregnancy leave if she does not give you the required notice. This may happen if she doesn't know about the need to give you written notice or she hasn't had the chance to give it to you because the baby is premature or she has to leave work suddenly.

## **Parental Leave**

### **Qualifications**

Both parents, father and mother, are each entitled to take parental leave as follows:

35 weeks if she has taken a pregnancy leave  
37 weeks if he / she did not take a pregnancy leave

A "parent" is a man or woman who:

- is the natural parent of a child;
- adopts a child;
- becomes a step-parent;
- is in a long-lasting relationship with the child's other parent and intends to treat the child as his or her own. This also applies to same-sex couples.

For an employee to be eligible for parental leave, you must have hired them at least 13 weeks before the date their leave is expected to start. Both part-time and full-time employees qualify for parental leave.

### **Start and Length of Leave**

A mother's parental leave usually starts when her pregnancy leave ends. But if her baby is not yet in her care when her pregnancy ends (for example, the child is still in the hospital), she may start her parental leave after the child comes home and into her care.

A natural father, adopting parent or a step-parent will decide when to take parental leave. They must start parental leave no later than 52 weeks after:

- The baby is born;  
or
- The child first comes into their custody, care or control.

Parental leave must be taken all at one time.

### **Written Notice**

At least two weeks before an employee plans to start parental leave, they have to give you a letter telling you what their plans are.

The notice should give the date that they plan to start the parental leave. Your employer may also tell you when they plan to return to work, though this is not required by law. If you are not given this date, you should assume that your employee will take the full parental leave.

Please note, a natural mother can tell you about her plans to take both a pregnancy and parental leave in the same letter. Or she may choose to give you written notice for parental leave two weeks before the end of the pregnancy leave.

If an employee does not give you the required notice, they do not lose the right to a parental leave. For example, this may happen if

**a child is born prematurely or an adoptive child arrives sooner than expected. In either case the parent would not have the opportunity to give you the required notice.**

**What is Family Medical leave?**

Family Medical leave is unpaid, job-protected leave of up to eight (8) weeks in a 26-week period.

Family Medical leave may be taken to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating that the family member has a serious medical condition and there is a significant risk of death occurring within a period of 26 weeks. Although two or more employees may qualify for the leave, the eight (8) weeks of leave must be shared between the employees.

In certain limited circumstances, an employee would be entitled to take subsequent leaves to care for the same family member.

**Who can take Family Medical leave?**

All employees, whether full-time or part-time, permanent or contract, who are covered by the Employment Standards Act 2000 (ESA) are entitled to Family Medical leave.

There is no requirement that an employee be employed for a particular length of time or that the employer employ a specified number of employees in order for the employee to qualify for Family Medical leave.

**Are there Employment Insurance (EI) benefits available to an employee who takes Family Medical leave?**

Under the Employment Insurance Act, 6 weeks of employment insurance benefits called “compassionate care benefits” may be paid to EI eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a significant risk of death within 26 weeks and who requires care and support from one or more family members.



The right to take time off work under the Family Medical leave provisions of the ESA is not the same as the right to the payment of compassionate care benefits under the federal Employment Insurance Act. The Ontario Ministry of Labour cannot assist an employee to obtain the compassionate care benefits.

For information about EI compassionate care benefits, you can call the nearest Human Resources Skills Development Canada [HRSDC] - Employment Insurance Telemessage General Inquiries. The telephone number is listed in the blue pages of your telephone book, under "Employment and Unemployment". You can also visit HRSDC's internet site.

### **For what reasons can an unpaid Family Medical leave be taken?**

An employee can take Family Medical leave to provide care and support to a specified family member who has a serious medical condition with a significant risk of death occurring within a period of 26 weeks. This medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

### **For which family members may a Family Medical leave be taken?**

The specified family members for whom a Family Medical leave may be taken are:

- the employee's spouse (including same-sex spouse)
- a parent, step-parent or foster parent of the employee
- a child, step-child or foster child of the employee or the employee's spouse

### **Is Family Medical leave the same as Emergency leave?**

No. Family Medical leave is an unpaid leave of up to eight weeks that may be taken within a specified 26-week period to provide care and support to a specified family member for

whom a qualified health practitioner issues a certificate stating that this family member has a serious illness with a significant risk of death occurring within a period of 26 weeks.

Emergency leave, on the other hand, is an unpaid leave of up to 10 days in each calendar year which can be taken because of personal illness, injury or medical emergency and the death, illness, injury, medical emergency or urgent matters relating to certain family members and dependent relatives. Further, only employees who work for employers that regularly employ at least 50 employees are entitled to Emergency leave and the persons with respect to whom an Emergency leave may be taken may differ from the family members specified for Family Medical leave. See the Emergency Leave Fact Sheet for further information about Emergency leave.

### **Am I entitled to both Family Medical leave and Emergency leave?**

An employee may be entitled to both leaves. They are separate leaves and the right to each leave is independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

Rights and Responsibilities

### **How long is a Family Medical leave?**

A Family Medical leave can last up to eight (8) weeks within a specified 26-week period.

### **Does Family Medical leave have to be taken all at one time?**

The eight (8) weeks of a Family Medical leave do not have to be taken consecutively but an employee may only take a leave in periods of entire weeks.

“Week” is defined for Family Medical leave purposes as a period of seven consecutive days beginning on a Sunday and ending on a Saturday. Week is defined in this way to

correspond with the beginning and end of the week set for EI entitlement purposes.

**Do I have to share a Family Medical leave with others?**

The eight (8) weeks of a Family Medical leave must be shared by all employees who take a Family Medical leave to provide care and support to a specific family member. For example, if one spouse took six (6) weeks of Family Medical leave to care for his or her child, the other spouse would be able to take only two weeks of Family Medical leave.

**Can an employee take more than one 8-week leave to provide care for the same family member?**

If an employee has taken a leave to care for a family member who has not passed away within the 26-week period referred to in the medical certificate and a health practitioner issues a subsequent certificate(s) stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, the employee would be entitled to an additional eight (8)-week Family Medical leave(s).

(Note: whether or not this employee would be eligible for any or further EI benefits would be a matter to be determined by the federal Employment Insurance Commission [EIC].)

**When can the Family Medical leave be taken?**

If a qualified health practitioner issues a certificate stating that a specified family member has a serious medical condition and there is significant risk of death occurring within a period of 26 weeks, an employee may take the Family Medical leave within that 26-week period.

Where multiple certificates are obtained by employees wishing to take leave with respect to the same family member, the 26-week period within which the Family Medical leave must be taken is determined by the first certificate issued by a qualified health practitioner.

### **When can a Family Medical leave begin?**

The earliest an employee may start the leave is the first day of the week in which the 26-week period identified on the medical certificate begins. Since week is defined for the purposes of Family Medical leave as a period of seven (7) consecutive days, beginning on a Sunday and ending on a Saturday, the 26-week period set out in the medical certificate should always start on a Sunday. However, if a certificate provides that the 26-week period begins on a day other than a Sunday, it will be deemed to have begun on the preceding Sunday. Likewise, regardless of what day of the week the employee begins the leave, the week of Family Medical leave would begin on the preceding Sunday.

### **When must a Family Medical leave end?**

The latest day an employee could remain on leave would be: the last day of the week in which the family member dies OR the last day of the week in which the 26-week period expires OR the last day of the eight (8) weeks of Family Medical leave whichever is earlier. Based on the definition of “week for Family Medical leave, the leave would always end on a Saturday.

### **Does the employee need to have the medical certificate before he or she can take the leave?**

No. An employee might commence the leave before obtaining the medical certificate, however, the right to the leave is dependent upon the issuance of the medical certificate and the leave must be completed within the 26-week period specified in that certificate. If the employee could not subsequently produce the certificate and/or if the leave were not completed within the 26-week period, the employee would not have had a right to the Family Medical leave under the Act and would not be entitled to any of the protections afforded to employees on

such a leave.

### **Can the employer ask for proof that an employee is eligible to take a Family Medical leave?**

An employer is entitled to ask an employee for a copy of the certificate of the qualified health practitioner to provide proof that he or she is eligible for a Family Medical leave. The employee is required to provide that certificate as soon as possible after the employer requests. The certificate must state that the family member has a serious medical condition with a significant risk of death occurring within a specified 26-week period.

The employee is responsible for obtaining and paying the costs (if any) of obtaining the certificate. The Ministry of Labour cannot assist the employee in obtaining the certificate.

### **Who is a qualified health practitioner?**

A qualified health practitioner is a person who is qualified to practice medicine under the laws of the jurisdiction in which care or treatment of the family member is being provided. In Ontario, at this time, only medical doctors can issue a certificate.

### **How do employees tell their employers about their plans to take a Family Medical leave?**

An employee must inform the employer in writing that he or she will be taking a Family Medical leave of absence.

### **What if there is no time for the employee to give notice?**

If an employee has to begin a Family Medical leave before notifying the employer, he or she must inform the employer in writing as soon as possible after starting the leave.

### **What happens to an employee's pay, seniority and benefits?**

Employers do not have to pay wages when an employee is on

### Family Medical leave

Employees earn seniority and credit for length of service and length of employment while on Family Medical leave—just as if they had stayed at work

While an employee is on Family Medical leave, the employer must continue to pay its share of the premiums to certain benefit plans (i.e., pension plans, life insurance plans, accidental death plans, extended health insurance plans and dental plans) that were offered before the leave. For further details, see the ESA and its regulations.

This Fact Sheet is provided for information only. It is not a legal document. For further details please consult the Employment Standards Act and the Employment Insurance Act.

SCHEDULE 'A'

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

Letterhead

Dear :

Under the terms of the Collective Agreement between the Superior-Greenstone District School Board and the Ontario Secondary School Teachers' Federation, you are entitled to a Retirement Gratuity in the amount of \$ \_\_\_\_\_.

Unless we receive written instructions from you regarding the method of payment within thirty days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax:                   \$ \_\_\_\_\_;

Other:                           \$ \_\_\_\_\_;

Ontario Secondary School Teachers' Federation advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

(Authorized Signature)



Letter of Understanding  
-between-  
The Superior-Greenstone District School Board  
-and-  
The Ontario Teachers' Secondary School Teachers' Federation,  
District 6B

The Board recognizes and appreciates the efforts of its teachers in providing extra-curricular activities for students. The Board believes that extra-curricular activities and any associated administrative duties should remain voluntary and has no intention to treat them otherwise.

Letter of Understanding  
-between-  
The Superior-Greystone District School Board  
-and-  
The Ontario Teachers' Secondary School Teachers' Federation,  
District 6B

**WHEREAS** the Provincial Government has stated that it will provide additional funding up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years in the following circumstances:

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

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

Now, therefore, the parties agree as follows:

If, in accordance with the above, the Provincial Government provides to the Board additional funding specifically for secondary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out in Article 7 of this Collective Agreement), then the salaries for that year or those years shall be increased as set out above to the extent permitted by the amount of such funding.

Letter of Understanding  
-between-  
The Superior-Greenstone District School Board  
-and-  
The Ontario Teachers' Secondary School Teachers' Federation,  
District 6B

The parties shall meet following the release of the Provincial Advisory Committee on e-learning/distance education to review the recommendations of the Committee with respect to the delivery of distance education courses in Superior-Greenstone.

Letter of Understanding  
-between-  
The Superior-Greenstone District School Board  
-and-  
The Ontario Teachers' Secondary School Teachers' Federation,  
District 6B

The Board agrees to establish a Board committee to develop policy with respect to the issue of violence in the workplace. A Bargaining Unit representative shall be appointed by OSSTF to participate on the committee. The committee shall develop a draft policy prior to the end of June 2005

Letter of Understanding  
-between-  
The Superior-Greenstone District School Board  
-and-  
The Ontario Teachers' Secondary School Teachers' Federation,  
District 6B

The Board agrees to seek changes to the parameters of the Long Term Disability Plan for secondary teachers upon written request from the Bargaining Unit as follows:

- (i) amend the percentage limit of monthly earnings (for example 69% to 65%)
- (ii) amend the eligibility for LTD to timing of the member being eligible for an unreduced pension
- (iii) adjust the elimination period from ninety (90) to one hundred and twenty(120) days