



**A COLLECTIVE AGREEMENT
between
THE HALTON DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
representing
THE SECONDARY TEACHERS,
DISTRICT 20 HALTON**

Effective September 1, 2014
(unless otherwise indicated herein)

PART A CENTRAL ARTICLES

ARTICLE NO.	HEADING	PAGE NO.
C1.00	Structure and Content of Collective Agreement	<u>8</u>
C2.00	Length of Term/Notice to Bargain/Renewal	<u>8</u>
C3.00	Definitions	<u>9</u>
C4.00	Central Labour Relations Committee	<u>9</u>
C5.00	Central Grievance Process	<u>10</u>
C6.00	Vested Retirement Gratuity Voluntary Early Payout Option	<u>12</u>
C7.00	Benefits	<u>13</u>
C8.00	Statutory Leaves of Absence/SEB	<u>14</u>
C9.00	Sick Leave	<u>15</u>
C10.00	Provincial Schools Authority/PSAT	<u>18</u>
C11.00	Ministry/School Board Initiatives	<u>18</u>
C12.00	Occasional Teachers and PA Days	<u>19</u>
Appendix A	Retirement Gratuities	<u>20</u>
Appendix B	Abilities Form	<u>21</u>
Letters of Agreement	- Sick Leave	<u>23</u>
	- Regulation 274 – Hiring Practices	<u>24</u>
	- Class Size	<u>25</u>
	- Benefits	<u>26</u>
	- Status Quo Central items	<u>33</u>
	- Status Quo Central Items as Modified by this Agreement	<u>34</u>

PART B – 1 – LOCAL ARTICLES

01	Purpose	<u>37</u>
02	Scope and Recognition	<u>37</u>
03	Duration	<u>38</u>
04	Implementation	<u>39</u>
05	Management Rights	<u>40</u>
06	Definitions	<u>41</u>
07	Appointments	<u>43</u>
08	Certification and Group Placement	<u>46</u>
09	Payment of Salary -Schedule & Calculation	<u>48</u>
10	Compensation	<u>50</u>
11	Insured Employee Benefits	<u>56</u>
12	Union Office - Operation and Leave	<u>59</u>
13	Retirement Gratuity Plan	<u>60</u>
14	Sick Leave Plan	<u>63</u>
15	Miscellaneous Leaves of Absence	<u>64</u>
16	Parenting Leaves	<u>69</u>
17	Advertising of Vacancies	<u>75</u>
18	Staff Allocation and Workload Provisions	<u>76</u>
19	Surplus, Excess to Region and Redundant Teachers	<u>81</u>
20	Strike/Lockout	<u>93</u>
21	Strike by Other Board Employees	<u>93</u>
22	Redress Procedure	<u>94</u>
23	Staff Development	<u>99</u>
24	Performance Reports	<u>99</u>
25	Access to Information	<u>100</u>
26	Part-Time Teachers	<u>101</u>
27	Health and Safety	<u>103</u>
28	Dues Deductions	<u>103</u>
29	Union Rights	<u>104</u>
30	Administrative Positions	<u>105</u>
31	Employee Termination of Employment	<u>108</u>
32	Employee Relations	<u>108</u>
33	Criminal Background Checks	<u>108</u>
34	Medical Documentation	<u>109</u>
35	E-Learning	<u>109</u>

<u>ARTICLE NO.</u>	<u>HEADING</u>	<u>PAGE NO.</u>
--------------------	----------------	-----------------

PART B –2
CONTINUING
EDUCATION

1.0	Scope	110
2.0	Definition	110
3.0	Qualifications	110
4.0	General Provisions	110
5.0	Compensation	111
6.0	Sick Leave	112
7.0	Leaves of Absence	112
8.0	Postings	113
9.0	Employment Term	114

LETTERS OF
AGREEMENT

· Board-Wide Positions of Responsibility	115
· Aldershot and Burlington Central High Schools	116
· Gary Allan High School	117
· Gary Allan High School Working Conditions	120
· Staffing Committee	121
· Voluntary Transfer Process	122
· Syl Apps/Section 23 Programs	123
· LEAP Program	124
· Teacher Performance Appraisal	125
· Investigations	126
·	
·	

Alphabetical List of Key Terms [Alphabetical List](#) & Article Numbers

TITLE	CENTRAL TERM ARTICLE	LOCAL TERM ARTICLE
Access to Information		25
Acting Administrative Teacher		30.01.00
Acting Vice-Principal		30.02.00
Additional Professional Assignments (APAs)		18.03.00
Administrative Positions		30
Administrative Transfer		07.03.00
Advertising of Vacancies		17
Aldershot and Burlington Central High School		Letter
Appointments		07
Benefits	7 , Letter#4	11
Bereavement		15.01.00
Board-Wide Positions of Responsibilities		Letter
Certification and Group Placement		08
Class Size	Letter#3	18.09.00
Combined Credits		18.02.01
Communication Centre Assistants		10.08.00
Compassionate Leave		15.04.00
Compensation		10
Continuing Education Teachers		PART B-2
Course Preparations		18.06.00
Criminal Background Checks		33
Deferred Leave		15.16.00
Definitions	3	6
Department Head		10.06.00
Dues Deductions		28
Education Leave		15.07.00
E-Learning		35
Emergency Family Illness		15.04.02
Employee Relations		32
Employee Termination of Employment		31
Examination		15.06.00

Excess to Region		19.03.00
Family Medical Leave/Critically Ill Child Care Leave	8	
Functional Abilities Form	Appendix B	
Gary Allan High School		Letter
Gary Allan High School Working Conditions		Letter
Grievance Process	5	22
Health and Safety		27
Implementation		4
Investigations		Letter
Joint Staffing Advisory Committee		18.00.00
Jury Duty and Subpoena		15.03.00
Labour Relations Committee	4	
LEAP		Letter
Leave of Absences		15
Length of Term/Notice to Bargain/Renewal	2	3
Lunch Period		18.04.00
Management Rights		05
Medical Documentation		34
Ministry/School Board Initiatives	11	
Occasional Teachers and PA Days	12	
Parenting Leaves (Pregnancy, Adoptive)		16
Part-Time Teachers		26
Payment of Salary – Schedule and Calculations		09
Performance Reports		24
Personal Days		15.11.00
Personal Leave of Absence		15.13.00
Post Secondary Graduation		15.06.01
Post-Graduate Degree Allowance		10.05.00
Professional Development		15.08.00
Provincial Schools Authority/PSAT	10	
Provincial/National/International Event		15.12.00
Pupil Teacher Contacts (PTCs)		18.10.00
Purpose		1
Quarantine		15.02.00
Recall		19.06.00
Redundant To System		19.04.00
Reg 274 – Hiring Practices	Letter #2	
Related Experience		10.04.00
Religious Holy Days		15.10.00
Retirement Gratuities	APPENDIX A	13

School Business		15.05.00
Scope and Recognition		2
Seniority		19.07.00 , 19.08
Severance Pay		19.08.00
Sick Leave	9 , Letter #1	14
Speaking Engagements/Third Party Requests		15.09.00
Staff Allocation and Workload Provisions		18
Staff Development		23
Staffing Committee		Letter
Status Quo Central Items	Letter#5	
Status Quo Central Items as Modified by this Agreement	Letter#6	
Strike by Other Board Employees		21
Strike/Lockout		20
Surplus to School		19.01.00
Surplus, Excess to Region and Redundant Teachers		19
Syl Apps/Section 23 Programs		Letter
Teacher Exchange		15.15.00
Teacher In Charge		30.05.00
Teacher Performance Appraisal Committee		Letter
Three in a Row		18.05.00
Union Office – Operation and Leave		12
Union Rights		29
Vested Retirement Gratuity Voluntary Early Payout Option	6	
Voluntary Transfer Process		Letter
Voluntary Transfers		07.02.00

PART A

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Single Collective Agreement

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

C2.3 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.

Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B-1 and B-2 of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.

- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c) The Committee shall complete its review within 10 days of the grievance being filed.

- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 58 less the teacher's age as at June 30, 2016.

- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

C7.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C7.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C7.2 Cost Sharing

- a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C7.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C7.4 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.
- c) Status quo to be determined.

C7.5 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.6 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDLP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDLP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDLP will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the

knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):			Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

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

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

This Letter of Understanding will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

The parties and the Crown agree that hiring for Long Term Occasional and permanent positions as set out in Regulation 274 under the Ontario Education Act is governed solely by and contained exclusively in that regulation and is outside the purview of this collective bargaining process.

The parties and the Crown agree to meet to discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

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

Re: Class Size

The parties agree that the issue of class size has been addressed at the Central Table and that the practices and collective agreement provisions currently in effect in local boards shall remain status quo. Such practices and collective agreement provisions shall not be subject to local bargaining or mid-term amendments between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*. However in extenuating circumstances exceptions may be made on a case by case basis with the mutual consent of the local parties to support student programming. The parties further agree that the central parties shall permit these discussions to occur.

LETTER OF AGREEMENT #4
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.

- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees’ share of the benefit cost as specified by the board’s collective agreement until such time that the employees’ share is adjusted as determined by the Trust and subject to the funding policy.

- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b),(d),(e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;

- d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

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

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. E-Learning
2. Dual Credits
3. Equivalent Learning
4. Additional Professional Assignments / Supervision
5. Staff Meetings
6. Occasional Teacher Workload Provisions
7. Local Committee Structure for Statutory Committees
8. Contracting Out
9. Guarantees Re: Job Security
10. Guaranteed Generation
11. Access to Employment / Increase to FTE Entitlement
12. Principals/Vice Principals Return to the Bargaining Unit and Acting/Temporary Principals/Vice Principals
13. Qualification-based allowances
14. VLAP

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

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

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

(insert current Retirement Gratuity language from local collective agreement)

PART B-1

ARTICLE 01 - PURPOSE

01.00.00

The purpose of this Agreement is to set forth agreement reached between the parties with respect to negotiated salaries, benefits, allowances, certain conditions of employment, and a redress procedure to resolve disputes related to this Agreement.

01.01.00

The parties hereto recognize that the provisions of this Agreement are subject to, and accordingly modified by, applicable legislation.

ARTICLE 02 - SCOPE AND RECOGNITION

02.00.00

- a) During the effective period of this Agreement, its terms, except for error, or omission, shall be applicable to all Teachers of the Union who are Teachers employed by the Halton District School Board.
- b) The terms and conditions of employment for Teachers employed in Continuing Education are contained in Part B2.
- c) Effective September 1, 1988 the terms and conditions of the Collective Agreement between the Board and the Union shall apply to the Teachers at Syl Apps Centre. Exceptions to these terms and conditions will be staff allocation and workload provisions, which are subject to annual approval by the Ministry of Education and Training for the Programs in Care, Treatment and Corrections Agreement.

02.01.00

The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the bargaining agent authorized to negotiate on behalf of its Teachers, employed by the Halton District School Board and assigned as Teachers, other than occasional Teachers, to one or more schools, or to perform duties in respect of such schools all or most of the time.

02.01.01

The Board recognizes the Union Negotiating Committee as the group authorized to represent or to negotiate on behalf of the Union.

02.01.02

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

02.02.00

The Union recognizes the Negotiating Committee of the Board as the group authorized to represent the Board and to negotiate on its behalf.

02.02.01

The Union recognizes the right of the Board to authorize the Ontario Public School Boards' Association or Teacher Association, 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.

02.03.00

Each party will inform the other party, in writing, of the names of the members of its Negotiating Committee, who are elected and/or appointed.

02.04.00

The parties agree that Letters of Agreement and Appendices attached to this Collective Agreement form an integral part of the Agreement.

ARTICLE 03 - DURATION

03.00.00

This Agreement shall supersede all previous agreements. It shall form the basis for computing all salaries and other conditions defined herein.

03.01.00

As per Part A, Article C2.2 of this Agreement, this Agreement shall be in effect from September 1, 2014 and shall continue in force up to and including August 31, 2017 and shall continue automatically thereafter for annual periods of one year unless either Central party notifies the other that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Part A, Article C2.4 of this Agreement.

03.02.00

If either Central party gives notice of its desire to negotiate amendments in accordance with 03.01.00, the Local parties shall meet in accordance with Section 32(2) of the School Boards Collective Bargaining Act.

03.03.00

In accordance with the School Boards Collective Bargaining Act, the local terms of this agreement may be amended at any time during the life of the agreement upon mutual written consent of the parties.

ARTICLE 04 - IMPLEMENTATION

04.00.00

The salary, benefits and allowances paid to a Teacher by the Board, shall be, except for error, or omission, in accordance with the terms and conditions of this Collective Agreement and any other payments or arrangements shall be deemed to be contrary to this Agreement.

04.01.00

The Union recognizes the right of the Board to create new positions and/or titles not included in this Agreement under the following conditions:

04.01.01

the Board, upon creation of any new Union position or title not included in this Agreement and before the hiring of any Teacher to fill such position or assume such new title, shall notify, in writing, the Negotiating Chairperson of the Union within ten (10) instructional days of the meeting of the Board which approved such position;

04.01.02

the Board and Union shall negotiate the salary and allowances therefore of any new position or title as referred to in 04.01.00. Such salary and allowances shall be retroactive to the date of appointment of the Teacher;

04.01.03

when the salary and/or allowances for a new position have been agreed to as in 04.01.02, this Agreement shall be amended in accordance with 03.03.00;

04.01.04

in reference to 04.01.02, in the event that the parties cannot agree to the amount of salary and responsibility allowance, the matter shall be referred to a Board of Arbitration or, if the parties agree, to a single Arbitrator:

04.01.05

the determination of the salary and/or allowance(s) by the Board of Arbitration or, if selected, the single Arbitrator, is binding upon the parties and immediately becomes part of this Agreement.

ARTICLE 05 - MANAGEMENT RIGHTS

05.00.00

Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.

05.01.00

Without limiting the generality of the foregoing, the Board's rights shall include:

05.01.01

the right to hire, assign, evaluate, promote, demote and transfer employees, including the exercise of judgment as to requirements and qualifications;

05.01.02

the right to select individuals for positions excluded from the Union;

05.01.03

the right to dismiss Teachers subject to their rights as Teachers under the Education Act; to terminate redundant Teachers; to discipline for reason of contravention of the Education Act, or the Regulations;

05.01.04

the right to determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;

05.01.05

the right to plan and control the teaching and other programs and activities of the Board; the right to determine: programs to be offered by the schools; job content and functions to be performed; the number of Teachers to be employed; the number of students to be allocated to a program; class size; subjects to be taught; the designation or establishment of departments or areas of study; the selection of individuals to positions of responsibility; the hours of school; the school year and the holidays to be observed; and such other aspects of the Board's jurisdiction as are outlined in the legislation and regulations pertaining to education in the Province of Ontario;

05.01.06

the right to make, change, and enforce reasonable rules and regulations governing the expectations of Teachers within the Education Act and the Regulations;

05.01.07

the right to dismiss a Teacher during the Teacher's probationary period with the Board, subject to 05.02.00.

05.02.00

No Teacher shall be disciplined by way of demotion, transfer, suspension, discharge, or withholding of salary without just cause.

05.02.01

The Board agrees that none of its rights or functions will be exercised in a manner that is discriminatory, vexatious or that is contrary to the provisions of this Collective Agreement or the prevailing statutes governing education and labour in the province of Ontario. The Board agrees that it will abide by the Ontario Human Rights Code.

ARTICLE 06 - DEFINITIONS

06.00.00

Except where otherwise stated, the terms employed in this Agreement shall have the same meaning as defined by or used in the Education Act and its Regulations and any amendments thereto and in the Labour Relations Act.

06.01.00 - Acting Position

Means a Teacher holding a position of responsibility with full authority and allowance which an incumbent has vacated for a specific period of time.

06.02.00 - Branch President

Means a Teacher designated by Branch Teachers in accordance with OSSTF District 20 procedures to perform the duties as the Secondary Union representative for that Branch.

06.03.00 - Communications Centre Assistant

Means a Teacher engaged full-time in teaching, charged with special responsibilities according to the role definition and as required by the Principal as designated by the Board.

06.04.00 - Daily Rate

The Teacher's "daily rate" shall be computed by dividing the Teacher's total annual salary by the number of school days in that school year.

06.05.00 - Displacement

For the purposes of Article 19, displacement means the process by which a Teacher declared surplus to a school may replace a less senior Teacher.

06.06.00 – Excess

Means a Teacher projected to be beyond the needs of the school board with rights of recall as defined in 19.06.01 or eventual declaration of redundancy (termination of employment) as defined in 19.04.01, 19.04.02, 19.04.03.

06.07.00 – Head

Means a Teacher charged with leadership responsibilities for a group of subjects, or areas of study or other curriculum based program and school wide responsibilities, and holding qualifications in one or more of these subjects/areas.

06.08.00 - Instructional Consultant

Means a Teacher engaged full-time, holding a certificate accepted by the Ontario Ministry of Education and Training as qualification for the position and charged with professional leadership and certain instruction in a specified area of a school program in all schools or a group of schools or grades under the jurisdiction of the Board.

06.09.00 - Instructional Co-ordinator

Means a Teacher engaged full-time, holding a certificate accepted by the Ontario Ministry of Education and Training as qualification for the position and who is charged with the coordination, supervision, and delivery of program and services in an area or subject of instruction within or across the curriculum.

06.10.00 - Instructional Program Leader

Means a Teacher engaged full-time, holding a certificate accepted by the Ontario Ministry of Education and Training as qualification for the position and charged with the professional leadership, coordination, supervision and delivery of program and services in an area or subject of instruction within or across the curriculum.

06.11.00 – Redundant

Means in excess of the requirements of the Board, as defined in 19.04.00 - Step 4.

06.12.00 - Salary Year

The Salary Year shall be from September 1 through August 31 of the succeeding year.

06.13.00 - School Year

The length of the School Year shall be equal to the minimum number of days required under the Education Act, Ontario Regulation 304. The Board will notify and consult with the Bargaining Unit regarding any changes to the School Year and the implementation of such change as defined in Ontario Regulation 304.

06.14.00 - Spouse

For the purpose of this agreement also includes a common-law and/or same-sex partner.

06.15.00 - Successfully Taught

For the purpose of 19.01.02, “Successfully Taught” means no adverse evaluation, or adverse documentation regarding the Teacher’s performance in the subject area has been placed in the Teacher’s file.

06.16.00 - Surplus

Means a Teacher projected to be beyond the needs of the school, as defined in 19.01.00 - Step 1.

06.17.00 - Teacher

Means a Teacher employed by the Halton District School Board to teach in day school or the continuing education credit program, including temporary Teachers as defined by the Education Act, Instructional Co-ordinators, Instructional Consultants and Instructional Program Leaders. Teacher does not include a supervisory officer, a principal, a vice-principal, an instructor in a Teacher-training institution or an occasional Teacher.

06.18.00 - Union

“Union” means the Ontario Secondary School Teachers’ Federation, Teacher Bargaining Unit, District 20, Halton.

ARTICLE 07 - APPOINTMENTS

07.00.00 - Appointments and Assignments

07.00.01

An Acceptance of Position Form will be signed in accordance with the terms and conditions of the Collective Agreement by each Teacher employed by the Board before the Teacher enters upon duties.

If, as a result of extenuating circumstances, the Teacher signs the Acceptance of Position Form after commencing duties with the Board, the date of Acceptance will be deemed to be the first day that the Teacher commenced the teaching duties covered by the Acceptance of Position Form.

07.01.00 - Period of Probation

07.01.01

A newly hired Teacher shall serve a probationary period of not more than one school year. Absence of twenty (20) consecutive working days or greater may result in the equivalent time being added to the probationary period. In addition, the Board may extend a probationary period with written agreement of the Union.

Upon successful completion of the probationary period, the Executive Officer of Human Resources shall confirm the appointment as permanent.

07.02.00 - Voluntary Transfers

07.02.01

Teachers seeking a voluntary transfer must inform the Manager of Human Resources by March 1 of any given year to take effect the following September.

07.02.02

The application form used for voluntary transfer shall specify to which school or schools and/or geographic area the Teacher wishes to transfer, the subjects the Teacher is willing to teach, and the qualifications held by the Teacher.

07.02.03

Applications for voluntary transfers will be considered by the Manager of Human Resources during the staffing process and in the placement order as described in Article 19.

07.02.04

If a Teacher requesting a voluntary transfer cannot be placed in accordance with 07.02.03, by July 15, the application for transfer will be deemed to have been withdrawn.

07.02.05

Notwithstanding 07.02.03, no Teacher will be given a transfer if that transfer would result in a Teacher, who otherwise would have a position, becoming redundant.

07.02.06

Notwithstanding 07.02.03, no Teacher will be given a transfer if that transfer would result in a Teacher who otherwise would have a position in the Teacher's present school becoming surplus to such school.

07.03.00 - Administrative Transfer

07.03.01

Any transfer, initiated by the Board, of a Teacher from one secondary school to another secondary school with the exception of a voluntary transfer or a transfer made under the provisions of Articles 17 and 19, shall be considered an Administrative Transfer.

07.03.02

Wherever possible, Administrative Transfers shall be made by mutual agreement between the Union and the Board, but the Board shall have the right, after consultation with the Teacher and the Union President, indicating the reasons for the transfer, to assign the Teacher to such a position as the Board feels necessary to meet the needs of the system. This clause shall not supersede any other clause in this Agreement.

07.03.03

When an Administrative Transfer is to take place, the Board shall notify the Teacher in writing within two (2) weeks of the decision. Such notification shall indicate:

- a) the name of the school to which the Teacher is transferred;
- b) the Department(s) to which the Teacher will be assigned;
- c) wherever possible, the expected teaching duties the Teacher will be assigned.

Administrative Transfers during the Staffing Process

07.03.04

The terms for Administrative Transfer described in 07.03.05 and 07.03.06 apply to the process of staffing the schools for the subsequent September and do not apply to the potential condition of surplus when staffing adjustments are made during the school year.

07.03.05

If the Board initiates an Administrative Transfer as part of the process of staffing schools for the subsequent September, every effort will be made to complete the Administrative Transfer process by June 15 of each school year. Such an Administrative Transfer after June 15 but prior to September 1 will require the written consent of the Teacher.

07.03.06

Where a Teacher who has completed the probationary period is to be administratively transferred by the Board from a school in one municipality to a school in another municipality, as part of the process of staffing the schools for the subsequent September, the Board agrees to notify the Teacher in writing on or before May 1 immediately prior to the school year for which the transfer is effective. Such an Administrative Transfer after May 1 but prior to September 1 will require the written consent of the Teacher.

ARTICLE 08 - CERTIFICATION AND GROUP PLACEMENT

08.00.00

All qualified, newly hired Teachers shall be placed:

- a. at 0 years experience
and/or
- b. in Group 1

where no documentation of proof is provided. When documentary proof of experience and/or qualifications is provided, the Teacher shall be placed in the appropriate salary schedule position. All documentary proof is to be filed with the Executive Officer of Human Resources. The salary schedule placement shall be retroactive to the first day of employment, once the Teacher has submitted the required documentation.

08.00.01

In the event that complete documentation for both experience and qualifications, as indicated in 08.00.00, are not provided to the Executive Officer of Human Resources within one hundred and twenty (120) days, the Teacher's salary will be adjusted to Group 1, 0 years experience until documentation is complete. A retroactive adjustment will be made once the Teacher has submitted the required documentation. The maximum amount of retroactive adjustment payment will be for the school year in which the documentation is received. However, in situations where documentation is delayed through no fault of the Teacher, retroactive adjustment payment will be from the school year in which the documentation would normally have been received. It is understood that if the Teacher is having difficulty in obtaining the appropriate documentation, the Teacher will file with the Board within the school year a letter stating such difficulty.

08.01.00

The Teacher shall assume responsibility for advising the Executive Officer of Human Resources of any change in status which would result in a change in such placement or a change in salary. The Teacher shall also assume responsibility for advising the Executive Officer of Human Resources of the successful completion of post-graduate degrees. The placement of teaching staff within the groups of the salary schedule shall be under the authority of the Director of Education, through the Executive Officer of Human Resources.

08.02.00

The Executive Officer of Human Resources shall have the authority to evaluate the qualifications and professional training of Teachers who are granted a Letter of Standing or who hold teaching certificates not specifically referred to in the group system and to recommend placement in the proper group.

08.03.00

Changes in qualifications which result in a Teacher being placed in a higher group shall be effective on or retroactive to September 1, provided the qualifications are obtained on or before September 1 and provided the Executive Officer of Human Resources receives written notification before December 31 of that year and provided the Executive Officer of Human Resources receives written documentation of qualifications on or before May 31 of the subsequent year. All conditions must be fulfilled by the Teacher for a higher group placement to become effective.

08.03.01

Changes in qualifications which result in a Teacher being placed in a higher group shall be effective on or retroactive to January 1, provided the qualifications are obtained after September 1 of the preceding year but on or before January 31 and provided the Executive Officer of Human Resources receives written notification before March 31 and provided the Executive Officer of Human Resources receives written documentation of qualifications on or before August 31. All conditions must be fulfilled by the Teacher for a higher group placement to become effective.

08.03.02

The procedures and practices in 08.03.00 and 08.03.01 apply to Teachers who receive a recognized post-graduate degree for which compensation is sought.

08.04.00

Effective September 1, 2008, a Teacher shall be paid in the group as determined by the "Rating Statement" issued by OSSTF, based on the September 1, 2008 OSSTF Certification Plan.

08.05.00 - Teaching Experience to Qualify for the Annual Increment and Payment of Increment

08.05.01

The anniversary date for all Teachers shall be September 1.

08.05.02

Only teaching experience on a continuous basis during the regular school year, September to June, in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school shall be considered. Teaching experience as a Long Term Occasional Teacher shall be included in the calculation of teaching experience. Any teaching experience as a Short Term Occasional Teacher shall not be considered. Teaching experience earned after September 1, 2000 as a certified Teacher teaching in the Halton Adult, Alternative and Continuing Education program offered during the day (Form 3), will be included in the calculation of teaching experience.

The Board will grant teaching experience, for grid placement purposes only, for teaching experience earned while a certified Teacher (Form 3) in the Halton District School Board Adult, Alternative and Continuing Education Day School programs during the period September 1, 1996 to August 31, 2000. The calculation of experience for the period September 1, 1996 to August 31, 2000 will be effective for grid placement as of September 1, 2003. Application must be made to the Manager of Human Resources (Secondary) by June 30, 2003 for calculation of this experience to be effective September 1, 2003.

Not more than one year of experience will be credited for the purpose of 08.05.02 for Form 3 teaching experience, or a combination of experience which includes Form 3 experience, for a given school year. The Executive Officer of Human Resources shall decide in any case of dispute.

08.05.03

Effective September 1, 1986, Teachers with part years of teaching experience obtained after September 1, 1985 shall be placed on the salary schedule according to their qualifications and full years of teaching experience plus the portion of the next increment equal to the fractional part of their teaching experience.

Effective September 1, 1999, Teachers with part years of teaching experience equal to 0.5 years or greater, shall have their experience rounded up to the next full year for increment purposes. Teachers with part years of teaching experience equal to less than 0.5 years shall not receive increment until accumulated experience equals 0.5 years or greater.

08.05.04

Any Teacher who is absent from work under Article 14 and is actually drawing pay while on sick leave shall continue to accumulate teaching experience for increment purposes.

ARTICLE 09 - PAYMENT OF SALARY - SCHEDULE AND CALCULATION

09.00.00

Teachers will be paid their salary on an even, bi-weekly twelve (12) month pay schedule.

The Board shall deposit the Teacher's earnings at a bank/financial institution designated by the Teacher.

09.01.00 Pay Adjustments

The salary for any Teacher shall be calculated as follows:

- a) The salary per day worked shall be equal to the Teacher's annual salary divided by the number of school days in the school year.
- b) The salary entitlement in any given pay period will be the Teacher's daily rate, as calculated in a) multiplied by the number of working days in the pay period, as determined by the approved school-year calendar.
- c) The salary paid in any given pay period will be the Teachers' annual salary divided by the number of actual pay periods.
- d) When the salary entitlement is greater than the actual salary paid, the difference will be credited to the Teacher's summer deferral account.
- e) When the salary entitlement is less than the actual salary paid, the difference will be deducted from the Teacher's summer deferral account.
- f) The summer deferral will be paid to each Teacher in equal amounts during the pay periods in July and August.

Effective September 1, 2013

In the event of a pay deduct, 1/194 (in a year with 194 schools days) of the Teacher's salary will be deducted for each unpaid day, with no adjustments to summer deferral.

09.02.00 – Sample Calculation

Teacher's annual salary = \$77,600.00

Teacher's daily rate = $\$77,600 / 194 = \400.00 (in a year with 194 schools days)

Teacher's actual bi-weekly salary = $\$77,600 / 26 = \$2,984.62$ (in a year with 26 pay periods)

Teacher's bi-weekly salary entitlement = # of working days in pay period x daily rate

In a pay period with ten working days:

- Entitlement = $\$400 \times 10 = \$4,000$
- Actual salary = \$2,984.62
- Summer deferral = $\$4,000 - \$2,984.62 = \$1,015.38$ (credited to summer deferral account)

In a pay period with five working days:

- Entitlement = $\$400 \times 5 = \$2,000$
- Actual salary = \$2,984.62
- Summer deferral = $\$2,000 - \$2,984.62 = -\$984.62$ (deducted from summer deferral account)

09.03.00

For a Teacher leaving the employ of the Board on a date other than August 31, the difference between the salary received and the salary owed shall be included in the final pay the Teacher receives based upon the pay period entitlements as calculated in 09.01.00. In the event of a Teacher's death, the salary owing shall be paid to the estate.

09.04.00

Teachers going on approved leaves of absence that extend beyond the end of the school year shall receive any salary owed on their final pay, including deferred salary amounts.

09.05.00

The Board shall inform all Teachers electronically of any special changes which are system-wide in application, stating reasons and effect in the amount of their bi-weekly pays. The Board agrees that it will communicate to the President of the Union in writing, in advance of any implementation announcement, each time new premiums are set. The President of the Union will then make Teachers aware of benefit premium changes in general and, in particular, the effects on benefits when changing from a full-time to a part-time schedule.

09.06.00

Deductions for employee benefits and Union dues shall be made on each pay.

ARTICLE 10 – COMPENSATION

10.00.00

Teachers shall be paid according to their position, experience, and qualifications on the schedules and allowances outlined in this Article.

10.00.01

Any period of service on probation shall not prevent, cancel or retard increases in salary as provided in the salary schedule.

10.00.02

All allowances for experience shall be calculated in accordance with the salary schedule in effect at the time and in accordance with this Collective Agreement.

10.00.03

Allowance for teaching experience shall be limited to the maximum of the appropriate Group.

10.01.00

Teachers shall be paid according to the following schedules for the period commencing September 1, 2014 to August 31, 2016:

<u>Years of Experience</u>	<u>Cat 1</u>	<u>Cat 2</u>	<u>Cat 3</u>	<u>Cat 4</u>
	\$	\$	\$	\$
0	44,272	47,579	50,882	54,182
1	47,579	50,882	54,182	57,488
2	50,882	54,182	57,488	60,797
3	54,182	57,488	60,797	64,092
4	57,488	60,797	64,092	67,393
5	60,797	64,092	67,393	70,699
6	64,092	67,393	70,699	74,007
7	67,393	70,699	74,007	77,305
8	70,699	74,007	77,305	80,610
9	74,650	77,305	80,610	83,913
10		81,311	83,913	87,212
11			87,970	90,521
12				94,639

Teachers shall be paid according to the following schedules for the period commencing September 1, 2016 to January 31, 2017

<u>Years of Experience</u>	<u>Cat 1</u>	<u>Cat 2</u>	<u>Cat 3</u>	<u>Cat 4</u>
	\$	\$	\$	\$
0	44,715	48,055	51,391	54,724
1	48,055	51,391	54,724	58,063
2	51,391	54,724	58,063	61,405
3	54,724	58,063	61,405	64,733
4	58,063	61,405	64,733	68,067
5	61,405	64,733	68,067	71,406
6	64,733	68,067	71,406	74,747
7	68,067	71,406	74,747	78,078
8	71,406	74,747	78,078	81,416
9	75,397	78,078	81,416	84,752
10		82,124	84,752	88,084
11			88,850	91,426
12				95,585

Teachers shall be paid according to the following schedules for the period commencing February 1, 2017 to August 31, 2017

<u>Years of Experience</u>	<u>Cat 1</u>	<u>Cat 2</u>	<u>Cat 3</u>	<u>Cat 4</u>
	\$	\$	\$	\$
0	44,938	48,295	51,648	54,997
1	48,295	51,648	54,997	58,353
2	51,648	54,997	58,353	61,712
3	54,997	58,353	61,712	65,057
4	58,353	61,712	65,057	68,407
5	61,712	65,057	68,407	71,763
6	65,057	68,407	71,763	75,121
7	68,407	71,763	75,121	78,468
8	71,763	75,121	78,468	81,823
9	75,773	78,468	81,823	85,176
10		82,535	85,176	88,525
11			89,294	91,883
12				96,063

10.02.00

Instructional Coordinators shall be paid according to the following schedule:

<u>Years of Experience</u>	<u>Sep 1 2008</u>	<u>Sep 1 2009</u>	<u>Sep 1 2010</u>	<u>Sep 1 2011</u>
	\$	\$	\$	\$
0	95,980	98,859	101,825	104,880
1	98,482	101,436	104,479	107,613
2	100,999	104,029	107,150	110,365
3	103,508	106,613	109,811	113,105

10.03.00

Instructional Consultants shall be paid according to their placement in 10.01.00 plus an allowance of:

September 1, 2008	\$7,346
September 1, 2009	\$7,566
September 1, 2010	\$7,793
September 1, 2011	\$8,027

10.03.01

All existing incumbents who continue in the role of Instructional Consultant/Instructional Coordinator will be grandparented until they vacate the position or August 15, 2015, whichever is sooner. During the time that they continue in the role, they will be paid in accordance with Articles 10.02.00 and 10.03.00.

For those that remain in the role as of August 31, 2015, they will be placed in a vacant teaching position through the staffing process for September 1, 2015.

10.03.02

Instructional Program Leader/Instructional Coordinator/Instructional Consultant positions vacated or created on or after February 1, 2009, will be posted as Instructional Program Leader and will be posted for a three (3) year term, with the option for renewal with mutual consent for an additional two (2) years. No further renewals will be granted at the end of the first renewal period.

Instructional Program Leaders shall be paid according to their placement in 10.01.00 plus an allowance of:

September 1, 2014	\$8,027
September 1, 2016	\$8,107
February 1, 2017	\$8,148

10.04.00 – Related Experience

10.04.01

A Teacher shall be paid for related experience that has been approved by the Executive Officer of Human Resources.

10.04.02

- a) Effective September 1, 1998, related experience will be recognized on the salary schedule as follows:

for every two (2) years of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized, to a maximum of five (5) grid steps. No Teacher's salary will exceed the maximum of the Teacher's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Teacher must be teaching a reasonable amount of time in the trade and vocational subjects where the Teacher's valid vocational or occupational (practical) certificate is granted. Music, Art, Family Studies and Business subject areas are excluded from consideration for related experience.

- b) Effective September 1, 2003, related experience will be recognized on the salary schedule as follows:

for every one (1) year of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized, to a maximum of six (6) grid steps. No Teacher's salary will exceed the maximum of the Teacher's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Teacher must be teaching a reasonable amount of time in the trade and vocational subjects where the Teacher's valid vocational or occupational (practical) certificate is granted. Music, Art, Family Studies and Business subject areas are excluded from consideration for related experience.

- c) Effective February 1, 2009 related experience for Business (Accounting, Marketing, Data Processing, Computer Studies) will be recognized for newly hired Teachers on the salary schedules as follows:

For every one (1) year of approved Business experience, one (1) year on the salary grid shall be recognized to a maximum of six (6) grid steps. No Teacher's salary will exceed the maximum of the Teacher's salary group as a result of the recognition of related experience.

The experience must be acquired after graduation from a Canadian University or its foreign equivalent and the Teacher is qualified and the experience is directly related to the subject(s) to be taught.

Music, Art and Family Studies are excluded from consideration of related experience.

- d) Effective September 1, 2010

Trades Experience calculation will be in accordance with the Letter of Agreement re: Related Trade Experience dated May 12, 2011.

10.04.03

- a) For Teachers hired effective September 1, 1998, in the application of related experience credit for grid placement, only full years of related experience shall be considered and these shall be determined at the time of initial hiring only.
- b) For Teachers employed by the Halton District School Board prior to June 30, 2003, the determination outlined in 10.04.02 b) shall be made and adjustments will be effective September 1, 2003.

10.04.04

For vocational Teachers qualifying via the trade experience route, experience must be obtained subsequent to the requirements for entry into the Faculty of Education. Only related experience in excess of requirements for entry to the Faculty of Education will count.

10.05.00 - Post-Graduate Degree Allowance

Members holding a recognized post-graduate degree shall be paid an allowance of \$1,274.

10.06.00

The Positions of Responsibility within the school shall refer to the following, each of which has a fixed allowance as indicated:

Head	September 1, 2014	\$5,628
	September 1, 2016	\$5,684
	February 1, 2017	\$5,712

10.07.00

The Department Head structure will be as follows:

- a) All school-based positions of responsibility shall be subject/curriculum based, will contain one or more subject areas and will include school wide responsibilities.
- b) Departments may be established in the following subject areas:
English, Languages, Math, Science, Social Science, Arts, Physical and Health Education, Student Services, Business, Technology, ESL, Library, Special Education, and Computers.

10.07.01

Effective September 1, 2006, positions of Head shall be established in each secondary school based on the following generators:

<u>Average Daily Enrolment</u>	<u>No. of Heads</u>
Up to 900	5
901-1050	6
1051-1200	7
1200+	8

10.07.02

In the event of school closure, the total amount allocated system-wide for headship allowances shall remain constant, unless mutually agreed in writing by the parties.

10.07.03

All school plans regarding the school-based position of responsibility structure, and any subsequent modification thereof, must be approved by the Joint Staffing Advisory Committee.

10.08.00 - Communication Centre Assistants

Communication Centre Assistants shall be paid according to their placement in Clause 10.01.00 plus an allowance of:

September 1, 2014	\$5,528
September 1, 2016	\$5,583
February 1, 2017	\$5,611

ARTICLE 11 - INSURED EMPLOYEE BENEFITS

11.00.00 - Mandatory Enrolment

11.00.01

Enrolment in the benefit plans is mandatory for all Teachers eligible according to the insurer with the following exceptions:

- a) Where coverage is provided by the Teacher's spouse. The exclusion for Teacher's spouse does not apply to Group Life and L.T.D.I.
- b) For Teachers hired prior to September 1, 1985 for L.T.D.I.
- c) For Teachers hired prior to September 1, 1977 for the Extended Health and Group Life.
- d) For Teachers hired prior to September 1, 1979 for the Dental Plan.
- e) Where otherwise provided for in legislation.

For the purposes of this clause, spouse includes a common-law and/or same-sex partner.

11.01.00

The Board shall provide, administer and pay one hundred per cent (100%) of the premium for the Extended Health Plan in effect between the Halton District School Board and Manulife on January 1, 2000, adjusted to include both hearing care option of \$1,000 every 36 months and vision care option of \$300 every 24 months, or other plan with equivalent benefits.

Effective September 1, 2009:

Vision Care option (including Laser Eye Surgery and Eye Examinations) increased to \$375 every 24 months.

Effective September 1, 2010:

Vision Care option (including Eye Examination) increased to \$475 every 24 months;
Laser Eye Surgery option coverage implemented with a \$2,000 lifetime cap.

11.02.00 – Group Life

11.02.01

The Board shall provide and administer, but not contribute to the premiums for the Group Life Insurance Plan in effect between the Halton District School Board and Manulife on January 1, 2000, adjusted to include a maximum insurance coverage of \$450,000 effective December 1, 1997, or other plan with equivalent benefits.

11.02.02

Any Teacher required to accept a less than full-time teaching assignment due to surplus or redundancy may, at the Teacher's discretion, and subject to insurer's approval, maintain the level of insurance as if the Teacher were full-time.

11.03.00 – Employer Health Tax

The Board shall pay for and administer the Employer Health Tax.

11.04.00 - Dental

The Board shall provide, administer and pay one hundred per cent (100%) for the Manulife Dental Plan or other plan with equivalent benefits on the basis of the current Ontario Dental Association schedule of fees for Dental Services provided by General Practitioners or provided by a Dental Specialist where a patient has been referred to the specialist for services not normally provided by the General Practitioner.

11.05.00 - Long Term Disability Income Protection Insurance Plan

11.05.01

The Board shall administer but shall not contribute to the premiums for the Long Term Disability Income Protection Insurance Plan in effect between the Union and the carrier designated by the Union.

11.05.02

A Teacher receiving benefits from this Long Term Disability Income Protection Plan shall:

- a) remain an employee of the Board for a period of two (2) years plus an extension of time of:
 - i. up to three (3) years provided the Teacher's physician provides, annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the Teacher may return to teaching within three (3) years;
 - ii. up to three (3) years, provided the Teacher's physician provides annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the Teacher will be able to work at some other occupation within three (3) years;
 - iii. an unspecified amount of time beyond that provided in (i.) above if approved by the Executive Officer of Human Resources;
- b) be eligible to continue participation in the insured employee benefit plans, with the Board contributions continuing to be paid, for the period the Teacher remains an employee of the Board;
- c) continue to accumulate actual teaching experience for seniority;
- d) continue to accumulate actual teaching experience for increment to a maximum of one year;
- e) continue to accumulate sick leave;
- f) have the Teacher's retirement gratuity payment based on the salary at the time benefits commence;
- g) provide proof of medical fitness before returning to work. The Executive Officer of Human Resources may require confirmation by a Board appointed medical practitioner, if required.

11.06.00 – Part-Time Teachers

11.06.01

A Teacher teaching part-time shall be eligible for Board contribution to the benefits referred to in this Article on the following basis:

- a) shall be entitled to 50% of Board contributions if the Teacher has less than a 50% assignment during the regular school year;
- b) shall be entitled to 100% of Board contributions if the Teacher has an assignment equal to or greater than 50% during the regular school year regardless of which semester(s) the assignment takes place.

11.06.02

The Teacher will not be entitled to any Board contributions if the Teacher is on an unpaid leave of absence, with the exception of Maternity/Adoptive/Parenting Leave (based on statutory requirements).

Teachers on an unpaid leave of absence may elect to continue participation in the Benefits Plan during their leave and are responsible for payment of the full cost of benefits during the period of the leave.

11.06.03

A Teacher will maintain his/her existing Board contributions for the school year if he/she changes employment status within that school year.

ARTICLE 12 - UNION OFFICE - OPERATION AND LEAVE

12.00.00

Annually, upon notification, the Board shall grant a full year's leave of absence for conducting Union business to each Teacher recommended by the Council of OSSTF, District 20 to a maximum of three (3) full-time equivalent Teachers.

In case of illness, at the request of the District, another Teacher shall be released from teaching duties for the duration of the illness, subject to 12.01.00.

12.00.01

In addition, leave(s) of absence equal to two (2) full-time equivalent Teachers for each year shall be granted provided the Union notifies the Board no later than March 1st for a leave to commence September 1st or November 30th for a leave to commence February 1st. Leaves will not be granted for less than a semester. In the event such request cannot be made by March 1st, the Union will provide names to the Board as soon as possible after such appointment.

12.01.00

Any Teacher on leave under Article 12 shall be granted such leave without loss of salary, fringe benefits, sick leave or any other benefits that would accrue to the Teacher under the Articles of this Agreement provided the Union reimburses the Board for all costs arising for the replacement Teachers.

The salary portion of the costs of the replacement Teachers appointed under Article 12.00.00 shall be calculated at Category II Step 0.

The salary portion of the costs of the replacement Teacher(s) appointed under Article 12.00.01 shall be calculated at the actual placement of the Teacher on the salary grid.

12.02.00

Should any Teacher seek and win election to the Provincial Executive of OSSTF, such Teacher shall be granted a leave of absence, upon request, without pay by the Board during said term of office.

12.03.00

All parties concerned agree that the best interest of the students, Teachers and the system should be observed in arranging the dates for the commencement and termination of any leave granted under 12.00.00 and 12.02.00.

12.03.01

A Teacher on leave under Article 12 shall be granted actual teaching experience with the Board for seniority purposes within the meaning of Article 19 and for increment purposes within the meaning of Article 8.

12.04.00

For joint employer/employee committees, the Board shall grant paid release time for Teachers to participate if the meeting is held during work hours.

ARTICLE 13 - RETIREMENT GRATUITY PLAN

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

13.00.00 – Eligibility

13.01.00

A Teacher must have completed both a minimum of ten (10) years of continuous service and the equivalent of ten (10) years teaching experience with the Halton District School Board immediately preceding the Teacher's retirement to become eligible for a retirement gratuity. The Halton District School Board includes all former school boards which constituted the Halton County Board of Education on January 1, 1969, and the Halton Board of Education.

A Teacher who was formerly employed by the Halton District School Board in the elementary panel and who was in receipt of a R.R.S.P. contribution upon completion of their probation as an elementary Teacher will have their final gratuity calculation under Article 13.02.02 reduced by the amount of the initial R.R.S.P. contribution made by the Halton District School Board. The Board will notify the Union of such Teachers at the time of hiring.

13.01.01

To be eligible for a retirement gratuity a Teacher must also be retiring from the profession by reason of ill health as defined in The Ontario Teachers' Pension Plan or age as outlined in The Ontario Teachers' Pension Plan.

13.01.02

The Board reserves the right to withhold the payment of the retirement gratuity in the case of any Teacher who is discharged or caused to resign for reasons which the Board may deem to have moral, legal, or professional implications.

13.02.00 - Amount of Gratuity

13.02.01

The amount of gratuity paid to an eligible Teacher shall not exceed six (6) months' salary computed on the Teacher's salary in effect immediately prior to their retirement, prorated for part-time staff.

13.02.02

A Teacher who is eligible for a retirement gratuity shall be entitled to a retirement gratuity, if the credit in the Teacher's accumulated sick leave is sufficient, of 25% of the Teacher's salary in effect immediately prior to their retirement. This percentage shall increase each consecutive year thereafter by 5% as demonstrated in the chart below, until a maximum of 50% of the Teacher's salary in effect immediately prior to their retirement, is reached.

Years of Service	Percentage
10	25%
11	30%
12	35%
13	40%
14	45%
15 or more	50%

13.02.03

The amount of the gratuity paid to an eligible Teacher shall be calculated as follows:

(25 to 50% as determined in 13.02.02)

X (salary in effect immediately prior to their retirement)

X accumulated sick leave to maximum of 200 days

200 days

13.03.00 – Method of Payment

13.03.01

The gratuity shall be paid to the retiring Teacher in no more than two (2) payments, either immediately on retirement (June 30th retirement – See 13.03.02 below) and/or in January of the year following retirement. Each retiring Teacher shall advise the Secretary of the Board in writing at least four (4) weeks prior to the retirement date as to the method of payment desired.

13.03.02

Teachers retiring as of June 30 in a school year will remain on the payroll for July and August and will not receive the payment for Retirement Gratuity until after August 31st but no later than September 10th providing the Teacher has completed all relevant documentation and forwarded it to the Payroll/Benefits Department in a timely manner.

13.03.03

The gratuity may be paid, in whole or in part, at the Teacher's direction and on the Teacher's behalf into a Registered Retirement Savings Plan.

13.03.04

In the event that a retired Teacher dies before having received the full retirement gratuity, the balance of the gratuity shall be paid to the surviving spouse of the Teacher or to the Teacher's estate.

13.03.05

On the death of a Teacher before retirement who is eligible under Clause 13.01.00, a death benefit of an amount equal to the retirement allowance at the time of death of such Teacher shall be paid to the surviving spouse of the Teacher or to the Teacher's estate.

13.03.06

For the purpose of this article, the definition of Spouse includes widow, widower, same-sex partner or common-law partner.

ARTICLE 14 - SICK LEAVE PLAN

14.00.00 – Eligibility

The sick leave plan shall be in accordance with the terms and conditions of Article C9.00 – Sick Leave in Part A of this Agreement.

14.01.00 – Administration of the Plan

Subject to the authority of the Board, the Administration of the plan shall be vested in the Secretary of the Board.

The Secretary shall keep a record of the credits and deductions for each Teacher and shall render a statement to each Teacher annually, in hours, no later than September 30 of the state of the Teacher's credit in the plan.

14.02.00 - Board Authority

In the case of a dispute with respect to credits or deductions the Board shall make a decision subsequent to prior consultation between the Teacher concerned and the Executive Officer of Human Resources. The application of this clause is grievable by the Teacher.

14.03.00

For the purpose of supporting Teachers, the Board will provide to the Union on a monthly basis a list of Teachers, not on approved leave, who have had a continuous absence of ten (10) or more days.

14.04.00 - Reporting and Certification of Absences

All absences must be reported through the Principal to the Secretary of the Board. Absences for personal illness or injury for a period not exceeding three (3) days may be certified by the school Principal unless the Secretary of the Board asks specifically, in writing, in a particular instance, for certification by a qualified medical or dental practitioner. For absences over three (3) days a certificate from a qualified medical or dental practitioner may be requested. For absence exceeding one (1) month, the Executive Officer of Human Resources may request a medical certificate from a medical practitioner appointed by the Board. If the Board asks for a medical certificate to be provided, the Teacher will be reimbursed for a reasonable cost of providing the required certificate.

14.05.00 - Workplace Safety and Insurance Benefits (WSIB) Top Up Benefits

Each Teacher who is injured in the course of employment shall have Workplace Safety and Insurance benefits supplemented to provide for the payment of up to the Teacher's full salary up to a maximum of four (4) years and six (6) months..

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

ARTICLE 15 - MISCELLANEOUS LEAVES OF ABSENCE

15.00.00

Unless otherwise stated, all leaves granted in this Article are without loss of salary or benefits.

15.01.00 - Bereavement

A maximum of four (4) days' leave of absence without deduction shall be granted to a Teacher in the case of the death of an immediate member of the family, or an immediate relative by marriage. An "immediate member of the family" is defined as father, mother, sister, brother, daughter, son, grandparent, grandchild, spouse, step-father, step-mother, step-sister, step-brother, and step-child. An "immediate relative by marriage" is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

In all other cases a limit of one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the Principal/Superintendent. Spouse includes a common-law and/or same-sex partner.

15.01.01

Except in extenuating circumstances that are approved by Human Resources, all leaves defined in 15.01.00 will be taken either at the time of death or within a reasonable period after the time of death.

15.02.00 – Quarantine

Every Teacher is entitled to absence from duty in any case where, because of exposure to communicable disease, the Teacher is quarantined or otherwise prevented by the order of the public medical health authorities, pursuant to the Public Health Act, from attending upon the Teacher's duties.

15.03.00 - Jury Duty and Subpoena

A Teacher absent from duty by reason of being summoned to serve as a juror or witness, or being subpoenaed, in any proceedings to which the Teacher is not a party or one of the persons charged, is entitled to salary, provided that the Teacher pays to the Board any fee, exclusive of travelling allowances, and living expenses, that the Teacher receives in such capacity.

A Teacher absent from duty due to the requirement to attend a hearing by the Ontario College of Teachers to give evidence in any proceeding to which the Teacher is not a party or one of the persons charged, is entitled to salary.

15.04.00 - Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual Teacher's control, which merit individual attention, such as extended bereavement or emergency illness of any immediate member of the family as identified in Clause 15.01.00, and is subject to the approval of the Manager of Human Resources.

15.04.01

A compassionate leave may be granted subject to the approval of the Manager of Human Resources to permit a Teacher to attend to the immediate needs of the mother or child due to illness associated with the birth, or the adoption of children with health needs.

15.04.02 - Emergency Family Illness

In an emergency situation with notification to the Principal, a Teacher may be granted a leave of absence for one day per school year, for a sudden illness of an "immediate member of the family" as identified in Clause 15.01.00

15.05.00 - School Business

Any absence relating to school business and approved by the Board shall not be chargeable to sick leave account.

15.06.00- Examination

A Teacher shall be granted a leave of absence by the Manager of Human Resources when the Teacher is writing an academic, trade, trade or professional examination or defending a post-graduate thesis.

It is understood that such leave is granted only for examinations that are scheduled during the Teachers' regular working hours.

15.06.01- Post Secondary Graduation

A Teacher shall be granted a leave of absence by the Executive Officer of Human Resources when the Teacher is attending the Teacher's post-secondary graduation or that of a spouse, son, daughter, step-son, step-daughter, or parent, or step-parent.

15.07.00 - Education Leave

The Manager of Human Resources may grant early leave in May or June for such purposes as are of a distinctly educational nature and of benefit to the educational system. In these cases, the Teacher shall exercise all diligence in making travel arrangements which reduce to a minimum the absence from school duties. Such leaves of absence shall be without salary when:

- a) the Teacher is in receipt of remuneration or honorarium for the course or activity to be attended, or
- b) the course taken has a bearing on salary classification, or
- c) the Teacher's absence requires the engagement of an occasional Teacher, or
- d) a Teacher enrolls in a course in pedagogy, if, in the Executive Officer of Human Resources' opinion, the operation of the school will not be detrimentally affected.

15.08.00 - Professional Development

The Board may grant to any Teacher leave from duty without loss of pay, for all absences recommended under the terms of the Professional Development Fund. The Teacher shall consult with the Principal to make appropriate arrangements for such leave.

15.09.00 - Speaking Engagements/Third Party Requests

Subject to the approval of the Manager of Human Resources, a leave of absence may be granted with pay for a Teacher to speak at a conference, seminar, or workshop provided a copy of the letter requesting the Teacher to participate is forwarded through the Principal to the Manager of Human Resources. The Board must receive written confirmation that all costs incurred for the Occasional Teacher replacing said Teacher will be reimbursed prior to the approval being granted.

15.10.00 - Religious Holy Days

Subject to the approval of the Manager of Human Resources, a Teacher may be granted up to a maximum of three (3) days per school year with pay for officially recognized religious holy days.

A maximum of six (6) additional days without pay may be granted for officially recognized religious holy days.

15.11.00 – Personal Days

Subject to a minimum notice of three (3) instructional days being given to the Teacher's Principal, a Teacher is entitled to a leave of absence for personal reasons as follows:

- a) One (1) instructional day in any one (1) school year.
- b) Up to a maximum of two (2) additional instructional days in any one (1) school year. Such absence shall be without pay.
- c) The Board agrees to consider, for extenuating circumstances, extensions of the Personal Leave Days as defined under Article 15.11.00 b), to a maximum of five (5) days without pay in each school year for personal reasons.

15.11.01

Personal Days will not be approved by the Principal on professional activity/development days, exam days, or to extend a vacation period (i.e. Summer Break, Thanksgiving, Winter Break, Family Day, Spring Break, Easter, Victoria Day).

15.11.02

A Principal may deny a request for a personal day when it is determined that absences on the specific date pose a program or operational challenge.

15.11.03

Where a request is denied in 15.11.01 and 15.11.02, a Teacher may appeal to the Manager of Human Resources for special consideration for unusual circumstances.

15.12.00 - Provincial/National/International Event

Subject to a minimum notice of ten (10) instructional days being given to the Teacher's Principal, a Teacher may be granted, with the approval of the Manager of Human Resources, a leave of absence to participate in a significant provincial, national or international event.

The Board must receive written confirmation that all costs incurred for the Occasional Teacher replacing said Teacher will be reimbursed prior to the approval being granted.

15.13.00 - Leaves of Absence

On the recommendation of the Manager of Human Resources, the Board may grant, to any Teacher who has completed three (3) years' employment with the Board, a leave of absence from duty without pay for not more than two (2) years, subject to the following conditions:

a) Requests for a leave of absence, including the reason for requesting the leave, should be submitted, in writing, to the Manager of Human Resources prior to March 1 in the year prior to the school year in which the leave will begin. Requests received after this date due to extenuating circumstances will be considered on an individual basis. Teachers have the right to purchase benefits subject to payment of premium costs.

Requests from Teachers in their third year of employment with the Board will be accepted for leaves that will commence in their fourth year of employment with the Board. It is understood that leaves will commence at the beginning of a semester.

b) Upon being granted the leave, the Teacher will sign a statement indicating acceptance of the terms and conditions of the leave.

c)

i) Each Teacher returning from a leave of absence of two years or less shall be assigned back to the school which the Teacher left.

ii) Each Teacher returning from a leave of absence of more than two (2) consecutive years shall be assigned back to the educational area which the Teacher left (East, West, or North), subject to the availability of a suitable vacancy in their respective area.

iii) The position of such Teacher with respect to a surplus declaration in the school from which they left, or redundancy in the system, shall be governed by the provisions determining surplus and/or redundancy which are in effect.

A Teacher returning from a statutory maternity/adoptive/parenting leave in conjunction with a personal leave will be assigned back to their originating school, subject to Article 19.

15.13.04

A Teacher who is on loan or exchange may request an extension of up to one (1) year of the period of loan or exchange. The request for extension shall be submitted in writing to the Manager of Human Resources prior to March 1.

15.13.05

In the final year of a leave of absence granted under 15.13.00, the Teacher shall notify the Board by March 1, in writing, confirming the Teacher's intention to return the following year.

15.14.00

Teaching experience will be granted (subject to the conditions governing teaching experience in 08.05.00 to 08.05.04) to Teachers on a leave of absence who are undertaking teaching work recognized by the Director (e.g., D.N.D., Ministry Exchange, C.U.S.O.) or who are on a leave of absence where the Board is reimbursed for the Teacher's salary and Board share of benefits (e.g., Union business).

Teaching experience will not otherwise be accumulated during an absence without pay. Continuous service, however, is not broken during any leave of absence.

15.15.00 - Teacher Exchange

The Board agrees to provide the opportunity for Teachers of the Bargaining Unit who have completed three (3) years' employment with the Board to participate in Teacher exchanges with Teachers from other Ontario school boards, from other provinces, and from other countries, subject to the Board's approval of the person with whom the Teacher is to be exchanged.

Teachers on Exchange shall be subject to the conditions in Articles 15.13.01, 15.13.03, 15.13.05, 15.14.00 and 19.08.04.

15.16.00 - Deferred Leave

Teachers will have access to a deferred leave plan process established through Board policy. Details may be obtained by contacting the office of the Executive Officer of Human Resources.

ARTICLE 16 - PARENTING LEAVES

16.00.00 - Pregnancy Leave

The Board shall, upon the written request of the Teacher and receipt from a legally qualified medical practitioner stating that the Teacher named therein is pregnant and specifying the date upon which delivery will occur in the medical practitioner's opinion, grant or cause to be granted to the Teacher a Pregnancy Leave (leave of absence without pay).

16.00.01

Effective September 1, 1985, actual teaching experience shall be granted for a leave of absence taken under clause 16.01.00, 16.02.00 and 16.04.00.

Effective January 1, 2015:

Subject to the approval of the Manager of Human Resources, credit for actual teaching experience, beyond seventeen (17) week Pregnancy Leave and thirty-five (35) week Parental Leave, of up to five (5) additional weeks shall be granted to a Teacher where the Teacher returns to active employment at a natural break in the school year. The extension will commence on the first working day following the end of the seventeen (17) week Pregnancy Leave and thirty-five (35) week Parental Leave.

[Back to Alphabetical List](#)

Effective January 1, 2015

Employee benefit coverage will be provided by the Board for up to five (5) additional weeks' extension.

For the purpose of Article 16.00.01, 'natural break' shall refer to any of the following:

1. The first day of instruction in September;
2. The first day of instruction following the deadline for mark entry for Semester 1, Term 1;
3. The first day of instruction for Semester 2;
4. The first day of instruction following March Break;
5. The first day of instruction following the deadline for mark entry for Semester 2, Term 1;
6. The last day of school in June.

Should the five-week extension not bring the Teacher to a natural break in the school year, the Teacher may request a leave of absence for personal family reasons until the end of the semester or the end of the school year, as identified in Article 16.03.00.

A Teacher whose five-week extension ends in July or August shall return on the first day of instruction in September. Benefit coverage will be provided by the Board for July and August.

16.01.00

Effective December 31, 2000:

Pregnancy Leave shall be governed by the Employment Standards Act and any amendments thereto. A Teacher on Pregnancy Leave for the seventeen (17) week period and/or on a Parental Leave for the thirty-five (35) week period identified under the Employment Standards Act, shall accumulate actual teaching experience for increment and seniority but not salary or allowance. The Board contributions to benefits will continue during both the Pregnancy Leave and/or the Parental Leave.

16.02.00 - Adoptive Leave

Effective December 31, 2000:

Leave shall be available to a Teacher who adopts a child. Advance notification of at least three (3) months shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the Teacher to commence leave immediately the child becomes available. Written notification shall be given to the immediate supervisor of the exact dates of the leave when they are known. Leave for purposes of adoption shall be limited to fifteen (15) weeks. An additional thirty-seven (37) week Parental Leave will be available to the Teacher as specified in the Employment Standards Act. A Teacher while on Adoptive Leave for up to fifteen (15) weeks and/or Parental Leave of thirty-seven (37) weeks shall accumulate actual teaching experience for increment and seniority but not salary or allowances. Board contributions to benefits will continue during both the Adoptive Leave and/or the Parental Leave.

16.03.00

The Board shall, on the written request of the Teacher, grant, in addition to the Pregnancy Leave, Adoptive Leave and/or Parental Leave in 16.01.00 and 16.02.00 above, a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Extension beyond the leave in 16.01.00 and 16.02.00 shall be without payment of salary, allowance, fringe benefits and accumulation of credit for actual teaching experience. Effective September 1988, the Teacher shall accumulate seniority during this leave. Teachers have the right to purchase benefits, subject to payment of premium costs.

16.04.00

Effective December 31, 2000:

Teachers taking only the Parental Leave for thirty-seven (37) weeks, in accordance with the Employment Standards Act, shall accumulate actual teaching experience for increment and seniority but not salary or allowance during such leave. The Board contributions to benefits will continue during the Parental Leave.

16.05.00

At the termination of the leave period, the onus shall be on the Teacher to report, in writing, to the Principal, the Teacher's readiness and medical fitness to resume the Teacher's duties.

16.06.00

The Teacher shall return to work after the Pregnancy Leave, Adoptive Leave and/or Parental Leave without loss of seniority, status or benefits, held at the commencement of the leave subject to the provisions of this Collective Agreement.

16.07.00

The provisions of 16.01.00, 16.02.00 and 16.04.00 will be available to a Teacher who has thirteen (13) weeks or more of continuous service with the Board.

16.08.00

All parties concerned agree that the best interests of the students and the Teacher concerned should be observed in arranging the dates for the commencement and termination of Pregnancy Leave, Adoptive Leave and Parental Leave. The Teacher will notify the Principal in writing as soon as possible, of the intended date for which the leave will commence and will consult with the Principal as to the appropriate return date. Should the Teacher not take the leave due to medical reasons, the Executive Officer of Human Resources will effect a return to work upon receipt of a medical certificate indicating that the Teacher is medically fit to resume duties.

16.09.00

Any Teacher who is granted a leave without pay under Article 16 for less than a full school year shall be paid according to Article 9.

16.10.00

A leave of up to three (3) days with pay, not chargeable to sick leave, may be granted, subject to the approval of the Executive Officer of Human Resources, on the occasion of the birth of a Teacher's child, or in the case of adoption, when the child becomes available.

16.11.00

Effective September 1, 2003:

The top-up for Adoptive Leave will be 95% of regular salary for the two week waiting period.

Effective February 1, 2009

For an Adoptive Leave, the Board will pay a top-up amount for a maximum eight (8) week period immediately following the approval of Adoptive Leave benefits from EI.

The top-up pay will be 95% of the regular salary for the two (2) week waiting period and the difference between what a Teacher received from EI and their regular weekly earnings for the remaining six (6) weeks.

To receive pay, the Teacher must forward to Human Resources, proof of receipt of pay from EI. An application for adoptive leave is required prior to the Teacher taking a leave.

The eight (8) week period will include the two (2) week waiting period and is not in addition to the fifteen (15) week Adoptive Leave maximum and the thirty-five (37) week Parental Leave maximum.

It is understood that a Teacher's total compensation during the Adoptive Leave will not be greater than the total compensation the Teacher would receive if actively at work during the period of the Adoptive Leave.

16.11.01

Effective September 1, 2003:

- a) A Teacher granted a Pregnancy Leave pursuant to this Article as specified in clauses 6.01.00 and 16.02.00 shall have their EI benefits topped up by the Board as follows:

For Pregnancy Leave only, the Board will pay a top-up amount for a maximum eight (8) week period immediately following the birth of a child.

The top-up pay will be 95% of the regular salary for the two (2) week waiting period and the difference between what a Teacher received from Employment Insurance (EI) and the regular wage for the remaining six weeks.

To receive pay, the Teacher must forward to Human Resources, proof of receipt of pay from EI. An application for Pregnancy Leave as well as a medical certificate identifying the expected date of birth is required prior to the Teacher taking the leave.

The eight (8) week period will include the two (2) week waiting period and is not in addition to the seventeen (17) week Pregnancy Leave maximum and thirty-five (35) week Parental Leave maximum.

- b) If not eligible for EI, the Teacher will be entitled to regular compensation from the Teacher's accrued sick leave bank for a maximum of six (6) weeks or days accrued in the sick leave bank, whichever is less. Sick leave beyond the six (6) week period will only be granted upon satisfactory medical evidence demonstrating the Teacher's illness is a direct result of either the pregnancy or birth of the child.
- c) It is understood that a Teacher's total compensation during the Pregnancy Leave will not be greater than the total compensation the Teacher would receive if actively at work during the period of the Pregnancy Leave.

Effective October 1, 2015

- a) The Employer shall provide for permanent Teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

ARTICLE 17 - ADVERTISING OF VACANCIES

17.00.00

All vacancies for positions which would employ Teachers and which arise for September 1 and February 1 are advertised within the Board before they are advertised externally. Vacancies which arise for other dates may be advertised internally subject to the approval of the Executive Officer of Human Resources.

It is recognized that between the time a full internal advertisement has taken place in April, subsequent to the declaration of surplus Teachers, and the time all surplus Teachers have been placed, it is not necessary for the Board to advertise each and every position immediately when it becomes available, but that internal transfers and placement of surplus Teachers may precede and influence the number, timing and types of vacancies that are posted internally.

Within the limitations of this Article:

17.01.00

Prior to placement of surplus Teachers, there shall be a minimum of two (2) internal advertisements in April.

17.01.01

Internal advertisements of vacancies shall be posted electronically within the Board prior to external advertising.

17.01.02

All vacancies in positions of responsibility shall be advertised internally, with the exception of vacancies which occur for one semester or less in consultation with the Union President.

17.01.03

After all surplus Teachers have been placed, all teaching positions which will be available for September 1 and/or the beginning of the second semester of the school year shall be advertised internally.

Subject to Teachers having the required qualifications as per Article 19.01.05 to fill the vacancy, no external hiring shall take place until positions have been offered to redundant Teachers. Teachers with less than full-time assignments will be given consideration for top up prior to external hiring.

If vacancies still exist after the above process, first consideration shall be given to qualified Teachers currently employed in Continuing Education (Part B-2) at the Centre for Skills

[Back to Alphabetical List](#)

Development and Training who wish to be considered for vacancies covered by Part B-1 of this Agreement.

Teachers, referred to above, should indicate their interest in writing to the Manager of Human Resources (Secondary), in writing via email by March 1 stating their qualifications and work experience. The list of names and qualifications will be forwarded to Principals for consideration as noted above, prior to any external hiring and/or advertising.

Subject to the agreement of the Joint Staffing Advisory Committee, vacant positions that arise in January for Semester 2 and during July and August for September 1 are not required to be advertised through an internal ad. During these periods, positions will be filled in the following order: Teachers with first right of refusal, redundant Teachers, Teachers with less than a full-time assignment, continuing education Teachers (Part B-2), Occasional Teachers, external applicants.

Notwithstanding the above, the internal ads will continue as needed for any new full-time vacancies until August 15 for September staffing and until January 15 for Semester 2 staffing.

17.02.00

In exceptional circumstances, involving the needs of individual Teachers and following consultation with the school Principal(s) and the Union President, the Executive Officer of Human Resources may place a Teacher into a vacant teaching position without advertising that position.

ARTICLE 18 - STAFF ALLOCATION AND WORKLOAD PROVISIONS

18.00.00

The Joint Staffing Advisory Committee shall be composed of three (3) members appointed by the Board and three (3) Teachers appointed by the Bargaining Unit. Additional members may attend in an advisory capacity, at the request of either the Board or the Bargaining unit.

18.00.01

The Committee shall:

- a) review by February 28 and again by March 31 the student enrolment projections provided by the Principals and the Planning Department;
- b) verify the system classroom staff full-time equivalent entitlement as well as the system allocation of the guidance, library, and special education sections;
- c) verify the allocation to each school of the proportional share of the system's instructional time for a school year for all of its secondary Teachers;
- d) review by April 30, May 31, June 30 and throughout September and October, fluctuations in student enrolment figures;
- e) review by October 31 and March 31 student enrolment statistics and the class size statistics;

- f) review the distribution of instructional time to teaching staff within schools at least twice during the school year;
- g) designate Committee members to meet with the Principal and appointed Union Branch representatives of any or all schools, if required to review each school's share of the system's instructional time;
- h) review any hold-back of the projected system staff complement. Hold-back shall be distributed no later than November 15;
- i) meet once a month during the school year. Upon the request of either party, a meeting in August will be scheduled to review the school organization including class sizes, and make recommendations where appropriate to the Principal on alternative assignments where class size guidelines have been exceeded;
- j) review the total number of students for each Teacher at the end of the first month in each semester;
- k) determine, as of October 31st and March 31st of each school year, the total pupil Teacher contacts (PTC) for each Teacher for the current year in accordance with the guidelines in Article 18.09.00.

18.00.02

The Joint Staffing Advisory Committee shall review the staffing allocation formula set out in this article.

18.01.00

The Union Branch representatives designated in Article 19.01.06 will act as an advisory body to review the staffing of the school.

18.02.01

- a) In a semestered school, a Teacher shall be assigned no more than the equivalent (pro-rated to the Teacher's assignment) of a maximum of three (3) credit programs per semester, or equivalent for a non-semestered school unless there is written agreement by the Teacher, the Union and the Board. If the scheduling and/or program needs of a school require a Teacher to teach more than three (3) credit programs in a semester, the Principal will communicate this need to the Teacher and to the Branch President. If the Teacher is in agreement, the Principal will advise the Manager of Human Resources, who will communicate this requirement to the Union President. If the Teacher does not agree to teach more than three (3) credit programs in a semester, then the Principal will rearrange the teaching assignment to eliminate the requirement to teach more than three (3) credit programs in a semester.
- b) A full-time classroom Teacher shall be assigned six (6) sections.
- b) Each secondary school shall be allocated six (6) sections to be used in the Library.

- d) Guidance, Library, Special Education and Co-op Teachers shall be allocated to schools on the basis of six (6) sections per FTE and used in these areas.
- e) The minimum FTE for Special Education Resource Teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for Special Education programs and services.

18.03.00

In addition to the six (6) teaching periods per school year, all Teachers will be assigned Additional Professional Assignments (APA's). APA's will include a combination of: on-call assignments; student supervision; student mentorship and/or Teacher mentorship to maximize the expertise of Teachers in support of student learning.

- a) Each full-time Teacher will be responsible for up to fifty (50) half periods of Additional Professional Assignments per year. A maximum of twenty-four (24) may be used for on-calls. The remainder may be used for supervision and Teacher/ student mentoring.
- b) On-call assignments shall be equitably distributed among all teachers.
- c) Co-operative Education Teachers will be granted credit for two (2) APA assignments in each of the two (2) pre-placement weeks in which the Teacher is assigned to two (2) or more co-operative education classes in a semester. In addition, Co-operative Education Teachers will be given credit for two (2) APA assignments for the five (5) in-class days occurring in a semester.
- d) A supervision assignment may include study hall, classroom supervision, lunch duty and/or other supervision of students including bus supervision, as determined by the Principal in consultation with the in-school representatives outlined in 19.01.06 who will contact the District Office.
 - i. Supervisions and on-calls and mentoring will be assigned so that a Teacher does not receive more than one such assignment in a day, unless otherwise agreed to by the Teacher.
 - ii. Supervision and on-calls and mentoring may be a half-period or a quarter period. These will be assigned so that a Teacher does not receive more than two (2) half-periods in a week, or not more than three (3) quarter periods in a week or not more than one (1) half and one (1) quarter periods in a week.

Effective September 1, 2003:

The Principal, with the written agreement of the Teacher, may schedule supervision, on-calls and mentoring assignments in blocks of time. Over the course of the semester, the Teacher will have worked not more than the required number of half periods as outlined in 18.03.00 a).

- e) Supervision shall be assigned in an equitable manner to all Teachers.
- f) The Board will endeavour to assign part-time Teachers supervisions and on-calls that are contiguous to their Regular teaching assignment unless the Teacher and Principal mutually agree otherwise.
- j) The Joint Staffing Advisory Committee will monitor the implementation and on-going application of 18.03.00.

18.04.00

Each Teacher shall be entitled to a lunch period of a minimum of forty (40) consecutive minutes between classes, free of assigned duties.

18.05.00

Wherever possible the Board shall endeavour to assign Teachers to no more than two (2) periods without a break.

Assignments of three (3) periods without a break at the request of the Teacher will be subject to scheduling needs of the school.

If the scheduling and/or program needs of the school require a Teacher to teach three (3) periods without a break, the Principal will communicate this need to the Teacher and to the Branch President. If the Teacher is in written agreement, the Principal will advise the Manager of Human Resources, who will communicate this requirement to the Union President.

If a Teacher does not agree with the teaching of three (3) periods without a break, then the Principal will rearrange the teaching assignment to eliminate the requirement to teach three (3) periods in a row.

18.06.00

The Board will endeavour to limit the number of course preparations for each Teacher. Each Teacher shall be consulted by the Principal, and in-school representative outlined in 19.01.06 regarding the Teacher's preference for the assignment of half credits.

18.07.00

Effective September 1, 2000

Duties of part-time Teachers shall be pro-rated in the same ratio that the part-time assignment bears to a full-time assignment.

18.08.00

Teachers who agree through mutual consent to perform assigned duties outside of the designated school year shall receive compensating days equal to the number of days worked, to be scheduled by mutual consent with the Principal during the course of the school year.

[Back to Alphabetical List](#)

18.09.00

The Principal in consultation with the in-school representatives as outlined in 19.01.06, will use the following guidelines to organize classes in the school to be less than or equal to the following class sizes:

Academic-Gr. 9	27
Academic-Gr. 10	28
Applied-Gr. 9, 10	21
Applied Technology & Family Studies-Gr. 9,10	19
Open-Gr. 9 – 12(including Communications Technology, Technological Design,Electronics)	25
Essential-Gr.9	17
Essential-Gr. 10	19
University-Gr. 11,12	29
College/University-Gr. 11, 12	27
College-Gr.11, 12	26
Workplace General Studies-Gr. 11, 12	23
College/University Technological Studies-Gr. 11, 12	21
College Technological Studies-(excluding courses included in the Open category) -Gr. 11, 12	19
Workplace Technological Studies-(excluding courses included in the Open category) - Gr.11, 12	17
Literacy Skills	20
Workplace Co-op-Gr. 11, 12	20
Physical Education	28
Co-op, Gr. 11, 12	25

18.10.00

As of October 31st and March 31st of each school year the total pupil Teacher contacts (PTC) for each Teacher will be determined in accordance with the guidelines in Article 18.09.00

These calculations will be reported to the Staffing Advisory Committee. Where a Teacher's PTC exceeds the total PTC's as calculated above plus a flexibility factor of 10%, the Staffing Advisory Committee will determine the resolution.

18.11.00

Unassigned time shall be available to the Teacher for preparation and marking.

18.12.00 – School Year

The length of the school year shall be as defined in 06.13.00.

18.13.00

Administration will not schedule staff meetings during the five (5) days prior to the deadline for data entry for reports.

18.13.01

In addition to the mid-term and the final Ministry reports, only two (2) other reports will be required per semester: a fifth week progress report and a fifteenth week in-danger report. In each case reports will be issued by the Teacher based on the needs of the students in the school as determined by the Principal in consultation with the staff. The chosen reporting method will consist of one (1) of the following: a letter of concern, a markbook printout, a checklist or an in-danger notification.

18.13.02

If the scheduling and/or program needs of the school require a Teacher to teach a course outside of the regular school day, the Principal will communicate this need to the Teacher and to the Branch President. If the Teacher is in written agreement, the Principal will advise the Manager of Human Resources, who will communicate this assignment to the Union President. If the Teacher does not agree with the assignment to teach a course outside of the regular school day, then the Principal will rearrange the teaching assignment to eliminate the need to teach outside of the school day.

18.14.01 Supervisions During Exam Periods

During Board designated exam periods, exam supervisions will be assigned equitably among all Teachers. For the purposes of this Article, “an exam supervision” is understood to mean “a scheduled period of time in a designated area in which students are completing work, writing and/or preparing to write an exam”.

18.15.00 Record of Employment

For the purpose of reporting hours worked for Employment Insurance, the Board shall record each full work day as eight (8) hours worked.

ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS

19.00.00

The possible need to release any Teacher for reasons related to decreases in enrolment, changes in program needs in accordance with the provisions of this Collective Agreement, is recognized by the Board and the Union.

19.00.01

Prior to the surplus declaration process, in the event of school closure/reconfiguration or transfer of program, representatives of the Board and Union will meet and shall establish a mutually agreeable process for declaring surplus in the schools affected.

Where agreement cannot be reached surplus declaration will be governed by the process outlined in Articles 19.01 and 19.02.

An initial declaration of potential redundancy to the system shall occur prior to Article 19.01.00--Step 1--Surplus to School.

Seniority with the Board, as per Article 19.08.06, shall determine the initial declaration of potential redundancy.

The number of Teachers declared potentially redundant shall be no greater than the number of full-time equivalent Teachers known on the date of the staffing release in March to be employed for the forthcoming September less the number of full-time equivalent Teachers projected to be required for October 31 of the next school year.

Teachers declared potentially redundant to the system in the initial declaration must be notified in writing by the Executive Officer of Human Resources no later than March 31.

19.01.00 - Step 1: Surplus to School

19.01.01

A Teacher may become surplus to a school because of a decline in enrolment at such school, a decline in enrolment in a particular subject area, or elimination of a particular subject from such school's program.

19.01.02

- a) By November 30, the Board in consultation with the Union, shall have developed lists of Teachers in seniority order by subject based on the following:
 - qualifications according to the Teacher's Ontario Qualifications Record Card supplied by the Ministry of Education and Training and/or the Teacher's Certificate of Qualification supplied by the College of Teachers; and/or
 - evidence of successful teaching of the subject.

- b) Such lists shall be made available to the Teacher in the Teacher's school prior to the last teaching day of December, and if the Teacher believes that the Teacher has been incorrectly placed on the list the Teacher shall so advise the Executive Officer of Human Resources by January 20.
- c) The Union shall be provided with a copy of such lists.
- d) A Teacher who believes the Teacher is qualified to teach subjects other than those specified in Article 19.01.02 must apply to the Joint Staffing Advisory Committee by January 20. The Committee shall decide whether the request shall be granted. The majority decision of the Committee shall be final. If no majority decision is reached, the Executive Officer of Human Resources shall decide and the decision shall be subject to the grievance procedure.

19.01.03

Using the projected number of staff assigned to the school, the principal will, before April 1:

- a) determine the staffing requirements for the school based on the student option selection data for the next school year;
- b) identify by subject those positions which are vacant; and
- c) identify by subject according to lists developed in accordance with Article 19.08.08 those Teachers who are surplus to the staffing requirements of the school on the basis of seniority as defined in Article 19.

19.01.04

A Teacher who holds a continuing position of responsibility shall be excluded from the procedures in Article 19.01.03, but a Teacher who holds an acting position of responsibility shall be excluded from procedures in 19.01.03, only if the acting position is to continue in the next school year.

19.01.05

Prior to any Teacher being identified as surplus to a school, however, every effort shall be made to accommodate the Teacher in another subject in the same school if the Teacher:

- has the necessary qualifications according to Regulation 298; or
- has evidence of successful teaching in the subject; or
- is actively proceeding towards or agrees to proceed towards such qualifications for such date as is approved by the Executive Officer of Human Resources; or
- may be placed in the subject area by written mutual consent in accordance with the Regulations.

19.01.06

The Principal shall keep the Branch President and one (1) additional OSSTF Teacher from the school appointed by the Bargaining Unit, informed throughout the in-school surplus procedures and shall:

- a) review and receive input from the Teachers designated above on the school staff allocation and allocation of instructional time within the school;
- b) review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers and hiring to vacancies.
- c) In addition, the Principal shall also provide the Teachers designated above with copies of:
 - i) the complete school staff list;
 - ii) the program needs of the school for the next year;
 - iii) a staff list indicating subject allocation for each Teacher, or Teacher opening, for the next school year;
 - iv) the list of school needs, and;
 - v) the names of the Teachers who are surplus to the staffing requirements of the school.

19.01.07

The Principal shall meet with the Branch President and one additional Teacher appointed by the Union to review: the list of vacancies, the list of Teachers who will be identified as surplus to the school and the reasons for any surplus declaration where it is deemed that the program needs of the school require the retention of a Teacher with less seniority as defined in Article 19.

Each Principal shall by April 1st of each year, submit to the Board a list, by subject, of Teachers considered surplus to the school, a list of vacant positions in the school, and a staff list indicating the Teachers' subject allocations for the next year. The Union shall be provided with a copy of these lists.

The Principal shall notify a Teacher who is to be potentially declared surplus no later than April 2nd; such notification to be preceded by an interview with the Teacher.

19.01.08

The Executive Officer of Human Resources shall, in consultation with the Principal, identify and notify in writing by April 15th, each Teacher in each school who is expected to be surplus to the staffing requirements of such school for September of the subsequent school year.

19.01.09

Notwithstanding the timelines outlined in Article 22, Teachers who have been declared surplus to a school shall have fifteen (15) days to grieve their surplus declaration.

19.01.10

Teachers who are surplus to their school shall have the opportunity to indicate preferences as to another assignment within the Board if a position is available. Preference forms shall be provided to surplus Teachers on or before April 15. The preference form shall be returned to the Manager of Human Resources (Secondary) and a copy forwarded to the Principal and to the Union office within three (3) school days. Teachers' preferences shall be considered in order of seniority when assignments are made in accordance with Article 19.02.03.

19.02.00 - Step 2: Assignment of Surplus Teachers

19.02.01

The Union shall participate in all Board-wide meetings relating to staffing issues, including but not limited to declaration of surplus and excess to region.

19.02.02

As early as possible, the Board will complete appointments to vacant positions of responsibility or other vacancies.

19.02.03

A Teacher declared surplus to a school shall be assigned according to seniority to teach in a subject, or combination of subjects for which the Teacher is qualified, in accordance with Article 19.01.02.

If no such position is vacant, such assignment shall be made to replace another Teacher if the other Teacher has less seniority and is the least senior Teacher in the Board in that subject, or combination of subjects. Such assignment may displace a Teacher who holds a continuing position of responsibility.

19.02.04

The Teacher who has been displaced by virtue of Article 19.02.03, shall be declared surplus to the school and shall be assigned, if possible, in accordance with Article 19.02.03.

19.02.05

Where any Teacher has been placed in any other secondary school for reasons related to Article 19, such Teacher shall have the right of first refusal of any teaching vacancy:

- a) for which the Teacher is qualified; and
 - i) for Teachers declared surplus during the staffing process for the 2015-2016 school year, a vacancy which may arise and is designated for the beginning of September 2015, February 2016 or September 2016;
 - ii) for Teachers declared surplus during the staffing process for the 2016-2017 school year, a vacancy which may arise and is designated for the beginning of September 2016, February 2017 or September 2017;
 - iii) for Teachers declared surplus during the staffing process for the 2017-2018 school year, a vacancy which may arise and is designated for the beginning of September 2017, February 2018 or September 2018;
- b) and which exists in the secondary school from which the Teacher was transferred.

19.02.06

Where the original placement, as described in 19.02.05, was completed through the request of the Teacher, the Teacher shall not have the right of first refusal of any such vacancy. However, consideration may be granted by the Executive Officer of Human Resources, provided that the Executive Officer of Human Resources has received notification in writing of the Teacher's desire for such consideration within ten (10) days after the date the Teacher obtains the new position requested.

19.03.00 - Step 3: Excess to Region

19.03.01

On or before May 1, Teachers displaced by the surplus procedures shall be advised of their current status:

- a) They are excess to region; or
- b) They remain surplus to the school and have been tentatively assigned to a specific position in another school in the Board. Such assignments may change up to June 30.

19.03.02

When, in the interval between May 1 and June 30, a position becomes available within the Board, that position shall be filled, if possible, by a Teacher who is excess to region. This assignment may change up to June 30.

19.03.03

In the interval between May 1 and June 30, tentative assignments may be changed as an opening occurs such that:

- a) Where possible, a Teacher who was originally declared surplus to that school shall fill the available position.
- b) Teachers' preferences shall be considered in order of seniority.

19.03.04

On or before May 15, the Board shall identify those Teachers who remain excess to region.

19.03.05

If after June 30, a position becomes available in the Board, that specific position shall be filled, if possible, by a Teacher who is excess to region and/or has been declared redundant to the system.

19.04.00 - Step 4: Redundant to System

19.04.01

If sufficient positions will not become available by May 31 to place all surplus Teachers and Teachers declared excess to region, the Executive Officer of Human Resources may declare Teachers redundant to the system.

19.04.02

The number of Teachers declared redundant in 19.04.01 shall be no greater than the number of full-time equivalent Teachers known on the date of the Board's last meeting in May to be employed for the forthcoming September less the number of full-time equivalent Teachers projected to be required for September 30 of the next school year.

19.04.03

The Executive Officer of Human Resources shall transfer those Teachers, who have been declared surplus or excess to region and who have not been placed in alternative teaching positions, into any positions on the regular day school teaching staff which are filled by Teachers with lesser seniority. Teachers who have been declared surplus or excess to region and who thereby displace another Teacher with lesser seniority must be qualified according to Regulation 298, Operation of Schools - General, to fill such teaching positions.

19.04.04

Teachers declared redundant to the system must be so notified in writing by the Executive Officer of Human Resources no later than May 31. The employment of a redundant Teacher may be terminated by the Board and such termination becomes effective August 31 of such year.

19.04.05

All Teachers whose employment has been so terminated will be notified of their termination in writing by the Director of Education and this notification will clearly state that the termination is for reasons of redundancy.

19.04.06

If a Teacher disagrees with the Teacher's listing as surplus, excess or redundant or objects to the Teacher's assignment to another position, the Teacher may discuss the same with the appropriate supervisory officers of the Board, assisted, if the Teacher desires, by a representative of the Union.

19.05.00 - Severance Pay

19.05.01

Teachers who have passed their probationary period with the Board, whose employment is terminated at the end of the school year for reasons of redundancy, shall be eligible for severance pay if no job for which they are qualified in the secondary panel can be made available to them.

Redundant Teachers will be advised of their right to severance in writing, including Article 19.05.04.

19.05.02

Severance pay shall be made at the rate of one/twenty-fifth ($1/25^{\text{th}}$) of annual salary (pro-rated for part-time staff) for each full year of service with the Halton District School Board and its predecessor Board, subject to a maximum of one-third ($1/3$) of annual salary.

19.05.03

Severance pay shall be paid to the Teacher by October 15th in the calendar year in which the Teacher's employment is terminated.

19.05.04

Upon the receipt of severance pay the Teacher's employment with the Halton District School Board is terminated. The Teacher has no right to recall, and the Halton District School Board has no further obligations.

19.06.00 – Recall

19.06.01

All Teachers whose employment has been terminated for reasons of redundancy will be placed in suitable teaching vacancies which may arise, for which they are qualified according to Regulation 298, Operation of Schools - General, by seniority, between the time of their notification of termination and June 30 of the third school year subsequent to the termination for redundancy. Unless a prior arrangement has been made with the Manager of Human Resources (Secondary), this consideration shall cease and the Board shall have no further obligation if such Teacher:

- a) fails to notify by registered mail to be forwarded to the Executive Officer of Human Resources within five (5) working days after receipt of the termination letter by the Director of the Teacher's desire to continue being considered for any teaching vacancies which may arise,...OR
- b) refuses a suitable vacancy offered,...OR
- c) cannot be contacted within five (5) working days of a vacancy arising....OR
- d) has received severance payment under 19.05.00

A Teacher who is recalled from Excess to Region (Step 3) or Redundant to System (Step 4) to a teaching position less than the Teacher's full entitlement shall have the right to return to full entitlement

- i. when permanent sections become available in the Teacher's current school; or
- ii. when a permanent vacancy, at the Teacher's full entitlement and for which the Teacher is qualified, becomes available in another school for the beginning of a semester; or
- iii. during the staffing process for the following school year.

Placement in a permanent teaching vacancy will be in accordance with the Teacher's qualifications as recorded by the Ontario College of Teachers. Evidence of successful teaching in a subject or teaching subjects by mutual consent may be used in addition to qualifications to fully recall a Teacher from Excess to Region or Redundant to System, provided no other Excess/Redundant Teacher has the necessary qualifications according to Regulation 298.

19.06.02

Where a Teacher is recalled and accepts a position to commence no later than October 15, that Teacher forfeits any eligibility for severance pay unless declared redundant subsequently.

19.06.03

Where a Teacher is recalled and accepts a position to commence on or after October 15, that Teacher's future eligibility for severance pay will be determined in accordance with Article 08.05.00 of this Agreement based on service calculated from the most recent date of recall.

19.06.04

The Board shall establish and maintain a recall list of all Teachers who have been declared redundant.

19.06.05

Teachers who are eligible for recall shall file with the Board their most recent address and telephone number and a personal email address if available.

19.06.06

When a position becomes available, the Board shall attempt to contact the Teacher being recalled by telephone and will offer the position by registered mail.

19.07.00 - Seniority Prior to September 1, 1981

It is understood and agreed that for Teachers all Halton experience (elementary and secondary) including bridging over periods of resignation/reappointments, will count for seniority. Teaching experience for seniority shall be calculated in the same manner as teaching experience for increment.

19.08.00 - Seniority Effective from September 1, 1981

a) Teachers who are hired as Secondary Teachers prior to September 1, 1998

Effective September 1, 1981 seniority shall be defined as length of continuous service with the Halton District School Board and the Halton Board of Education from the date of last appointment to the teaching staff of the Board subject to clauses 19.08.00 to 19.08.06 and 19.08.10. Service credit for seniority shall be calculated and determined on and within each individual year's teaching assignment.

b) Seniority for Teachers who are hired as Secondary Teachers on or after Sept. 1, 1998

Effective September 1, 1998 seniority shall be defined as length of continuous service with the Halton District School Board from the date of last appointment to the secondary staff of the Halton District School Board as a bargaining unit Teacher subject to clauses 19.08.00 to 19.08.06 and 19.08.10.

19.08.01

a) Prior to September 1, 1998:

Seniority for Teachers on part-time assignments of less than half-time shall be determined on a pro rata basis in the same proportion that the Teacher's part-time timetable bears to a full timetable. Seniority for Teachers on a part-time assignment of half-time or greater shall be equal to one (1) full year.

b) Effective September 1, 1998:

Part-time Teachers shall accrue seniority as though they were full-time.

19.08.02

For surplus, excess to region and redundancy, seniority shall be established in accordance with Article 19.

19.08.03

Except as specified in accordance with 19.08.06, teaching as an Occasional Teacher does not qualify for seniority. Time on leave of absence does not qualify for teaching experience or seniority subject to clause 19.08.04.

19.08.04

For the purposes of determining seniority, a Teacher shall continue to accumulate seniority during:

- 1) an exchange, subject to clause 15.14.00;
- 2) a loan or secondment to any recognized educational authority, subject to clause 15.14.00;
- 3) a Pregnancy, Parental or Adoptive Leave, or leave granted under clause 16.01.00, 16.02.00 and 16.04.00, as per Article 16;
- 4) a leave of absence granted under clauses 15.01.00 to 15.11.00 inclusive;
- 5) a leave granted under Article 12;
- 6) a leave granted under the Deferred Leave Plan with Salary Holdback;
- 7) any non-teaching capacity with the Board in a position covered in the Collective Agreement;
- 8) Prior to September 1, 1998: a transfer to or exchange with a Teacher in the elementary panel;
- 9) the period granted to a Teacher as actual teaching experience by the Executive Officer of Human Resources in accordance with clause 08.05.03;
- 10) the period the Teacher is receiving benefits under the Long Term Disability Income Protection Insurance Plan.

19.08.05

A Teacher shall lose seniority rights if:

- 1) the Teacher is discharged;
- 2) the Teacher quits or resigns;
- 3) the Teacher retires or is retired;
- 4) the Teacher's employment is terminated pursuant to the Education Act and the Regulations;
- 5) the Teacher's employment is terminated pursuant to clause 19.04.05. However, any Teacher recalled shall have his/her seniority credit reinstated as if there had been no break in service.

19.08.06

Effective September 1, 1998 where two (2) or more Teachers are tied in seniority, the Teacher who is more (or most) senior shall be the Teacher who:

- 1) has the most number of years of actual teaching experience with the Board and its predecessor Board as a secondary Teacher; and where equal
- 2) has with the Board and its predecessor Board, the most actual teaching experience; and where equal
- 3) has the most actual teaching experience in Ontario; and where equal
- 4) has the most actual recognized teaching experience; and where equal
- 5) the remaining Teachers shall, in the presence of the Bargaining Unit President or designate and the Director or designate, draw lots to determine who is more (most) senior.

Teaching experience under 1) and 2) above, will include Long Term Occasional and Form 3 experience recognized under 08.05.02 with the Halton District School Board and its predecessor Board.

19.08.07

Effective December 31, 2000:

For the purposes of 19.08.06, the calculation of actual teaching experience shall include the Pregnancy Leave of seventeen (17) weeks and the Parental Leave of thirty-five (35) weeks or part thereof which occurs during the school year, or Adoptive Leave of fifteen (15) weeks and Parental Leave of thirty-seven (37) weeks or part thereof which occurs during the school year. If the seventeen (17) week Pregnancy or fifteen (15) week Adoptive Leave must be extended to guarantee a Teacher a six (6) week leave following the actual birth of a child, the period of such extension shall also be included in the calculation of actual teaching experience. The period granted to a Teacher as actual teaching experience by the Executive Officer of Human Resources in accordance with clause 08.05.03 shall also be included for the purposes of 19.08.06.

19.08.08

The Board shall establish a seniority list, containing the names of all Teachers of the Union as of October 31 of the current school year, and indicating for each Teacher, the current work location, the seniority credit as of August 31 of the current school year, and the ranking within the Teacher's work location in order of seniority. Such list shall be completed and posted no later than March 15 in every location where Teachers work, and, at the same time, copies will be made available to the Union.

19.08.09

For the purpose of developing a seniority list, Teachers who are tied in seniority will be given the same ranking. Article 19.08.06 will apply when there is a requirement to break a tie for Teachers to be declared surplus in a given school, for the declaration of excess to region, or for the declaration of redundant Teachers.

19.08.10

An appeal procedure shall be permitted whereby, within fifteen (15) instructional days of the posting of the seniority list in each location where Teachers work, a Teacher who has an objection to their placement on the seniority list shall forward a request in writing to the Executive Officer of Human Resources specifically identifying the reason for and facts involved in the request for a review of their placement on the seniority list. The response to the Teacher will be provided within fifteen (15) instructional days of receipt of the request subject to the Teacher providing the required appropriate documentation substantiating the request. Failing such objection, the said seniority list shall be each Teacher's correct seniority.

19.08.11

Following the appeal procedure in 19.08.10, a Teacher has the right to grieve through Article 22.

ARTICLE 20 - STRIKE/LOCKOUT

20.00.00

There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 21 - STRIKE BY OTHER BOARD EMPLOYEES

21.00.00

In the event of a strike by employees of the Board other than Teachers of the Union, the Board and the Union recognize the following consideration:

21.00.01

Teachers of the Union employed by the Board are bound to honour the terms and conditions of the Collective Agreement subject to the Education Act and Regulations;

21.00.02

in the event of a strike by other Board employees, the Board shall notify the Union President and the Chair of the Council of OSSTF District 20 immediately the situation is evident;

21.00.03

where other Board employees are on strike and picket a school, a Teacher is in breach of employment if the Teacher fails to enter the school and carry on the duties if it is possible for the Teacher to do so without danger to the Teacher's person or property;

21.00.04

a Teacher is not in breach of employment if the Teacher refuses to enter a school that is closed by the Medical Health Officer;

21.00.05

a Teacher shall, if directed, be required to fulfil the Teacher's professional duties, subject to the Acts and Regulations, at another location designated by the Board;

21.00.06

when other Board employees are on strike, a Teacher shall carry on the regular professional duties to the best of the Teacher's ability without assuming functions that are normally discharged by the Board employees on strike;

21.00.07

in cases where the duties required are not those performed specifically by the Teacher, the obligation of a Teacher under Section 264 of the Education Act, shall be deemed to be performed by informing the Board of the non-performance of these duties and the reasons therefore.

ARTICLE 22 - REDRESS PROCEDURE

22.00.00 – Definitions

- a) A "grievance" shall mean a complaint in writing relating to the interpretation, application, administration, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. The procedures as outlined shall be used.
- b) "Days" shall mean instructional days unless otherwise indicated.

22.01.00

The authorized representatives of the parties, for the purposes of this Article, shall be: for the Union, the Union President or designate as identified in writing; for the Board, the Director or designate as identified in writing. The Board or Union shall identify, in writing, its authorized representative upon request by either party.

22.02.00

Unless otherwise stipulated herein, or by mutual consent in writing of the parties, a grievance must proceed through all the steps of the grievance procedure before it may be referred to arbitration.

22.03.00 - Individual Grievance

22.03.01 - Informal Step

It is understood that there is no grievance until the Teacher has first given the immediate supervisor (e.g. Principal, in the case of Teachers in schools, or where there is no Principal, the Superintendent) an opportunity to adjust the complaint. A Teacher may initiate a discussion with the immediate supervisor within twenty (20) days from the time when the circumstances giving rise to the grievance were known or should have been known to the Teacher. A Teacher may request Union assistance at the meeting with the immediate supervisor. The immediate supervisor's response to the Teacher shall be given in writing within ten (10) days following the aforementioned discussion between the Teacher and immediate supervisor.

22.03.02 - Step 1

Failing resolution of the complaint within ten (10) days of the immediate supervisor's reply to the complaint, the Union may submit the grievance to the Executive Officer of Human Resources or designate. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Union representative and the Executive Officer of Human Resources, or designate within ten (10) working days of the referral to Step 1.

The Executive Officer of Human Resources or designate shall have ten (10) days from receipt of the grievance or the date of the meeting, whichever is later, in which to reply in writing. The Union, shall have ten (10) days from receipt of the reply from the Executive Officer of Human Resources or designate to submit the grievance to Step 2.

22.03.03

The grievance shall stipulate the name of the grievor; shall identify the grievor's work location; shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. The grievance shall be signed by an authorized representative of the Union.

22.03.04 - Step 2

Failing resolution of the grievance within ten (10) days of the Executive Officer of Human Resources' or designate's reply to the grievance, the Union may submit the grievance to the Director. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Union representative and the Director of Education, within fifteen (15) working days of the referral to Step 2.

The Director shall have ten (10) days from receipt of the grievance or the date of the meeting, whichever is later, in which to reply in writing. The Union shall have twenty (20) days from receipt of the Director's reply to submit the grievance to arbitration. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Union representative and the Director.

22.03.05

The Union may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a grievor's estate with the written consent of the estate.

22.03.06

The Union may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a retired Teacher with the written consent of that Teacher.

22.04.00 - Union Policy Grievance and Board Policy Grievance

22.04.01

The Union or the Board may initiate a policy grievance in accordance with Article 22.00.00. The grievance shall state the facts giving rise to the grievance, including: the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. In the case of a Union policy grievance, the grievance shall be signed by the Union President and, in the case of a Board policy grievance, the grievance shall be signed by the Director of Education.

22.04.02

A policy grievance must be initiated within thirty (30) days from the time the circumstances giving rise to the grievance were known or should have been known. In the case of a Union policy grievance, the grievance shall proceed immediately to the Director; in the case of a grievance initiated by the Board, it shall be forwarded to the Union President for resolution.

22.04.03

The reply of the Director, in the case of a Union policy grievance, or the reply of the Union President or designate, in the case of a Board policy grievance, shall be made, in writing, within twenty (20) days of receipt of the grievance.

22.04.04

Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Director, or designate, and the Union President, or designate, prior to the reply to the policy grievance.

22.04.05

Failing settlement, the grievance may be referred to arbitration by either party within twenty (20) days of the receipt of the reply, in accordance with the criteria and timelines in Article 22.06.00.

22.05.00 - Grievance Mediation

22.05.01

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.

22.05.02

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

22.05.03

The expenses for the Mediator shall be shared equally by both parties.

22.06.00 – Arbitration

22.06.01

The grievance may be referred to arbitration, only after all steps in the grievance procedure have been exhausted, unless a step has been waived by mutual consent of both parties in writing, through their authorized representatives. The party seeking arbitration shall notify the other party, in writing, of its desire to submit the grievance to arbitration within twenty (20) days of the reply of the Director or the Union President. The notification shall contain the name of the party's appointee to the Board of Arbitration. The recipient party shall, within ten (10) days of receipt of such notification, advise the other party of its appointee to the Board of Arbitration.

22.06.02

The two (2) appointees shall, within fifteen (15) days of the appointment of the second of them, or at some time mutually agreed upon, appoint a third person, who shall be the Chair. If the recipient party fails to name an appointee, or if the appointees fail to agree upon a Chair within the time limit, the appointment of the Chair shall be made by the Ministry of Labour upon the request of either party. The Board of Arbitration shall hear and determine the grievance and shall issue a binding decision upon the parties and upon any Teacher affected by it. The decision of a majority shall be the decision of the Board of Arbitration and, if there is no majority, the decision of the Chair shall govern.

22.06.03

No person shall be appointed as Arbitrator who has been involved in the negotiation of this Agreement or in attempts to settle this grievance.

22.06.04

Each of the parties will bear the expenses of their appointee and the parties will share equally the expenses of the Chair. All cost related to witnesses called by a party will be paid for by that party.

22.06.05

The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement.

22.06.06

The parties may agree, in writing, to seek appointment of a single Arbitrator. Should they be unable to agree on a single Arbitrator, the parties may jointly request the Ministry of Labour to make an appointment.

22.07.00 – General

22.07.01

It is understood that nothing in this Article precludes the Union or Teachers from addressing letters of inquiry to the Board through the Director.

22.07.02

Time limits in this Article are mandatory, unless extended by the mutual consent, in writing, of the authorized representatives of both parties, or modified in accordance with Section 48.16 of the Labour Relations Act.

22.07.03

The Board considers the processing of a grievance as the normal exercise of a Teacher's rights. Documentation, indicating a Teacher's involvement in a grievance or arbitration, shall not be included in the Teacher's file held by the Board or agent of the Board.

ARTICLE 23 - STAFF DEVELOPMENT

23.00.00

There shall be a Professional Development Committee composed of three (3) members appointed by the Board and three (3) Teachers appointed by the Bargaining Unit. The Committee shall meet at least twice annually to discuss matters of staff development, including but not limited to the use of professional activity days, the participation of Teachers in professional conferences/workshops, and the effective communication of Board sponsored and Union sponsored staff development.

23.01.00

Out of province attendance at conferences for professional development will be recommended by the appropriate Superintendent and approved by the Director of Education.

ARTICLE 24 - PERFORMANCE REPORTS

24.00.00

A Teacher shall be provided with a copy of any written report directly pertaining to that Teacher.

24.00.01

A Teacher shall sign any such report for the sole purpose of indicating that a copy of the report has been received. Such signature does not suggest agreement or disagreement with the content of the report. A Teacher shall have the right to attach a statement of dissent.

24.00.02

A Teacher shall have access to any of the Teacher's files held by the Board or agent of the Board.

24.00.03

A disciplinary or adverse report may be removed from a Teacher's files at the discretion of the Executive Officer of Human Resources. A Teacher shall have the right to request the removal of any disciplinary or adverse report from a Teacher's file after one year by appealing to the Executive Officer of Human Resources.

24.01.00 –Teacher Performance Appraisal

24.01.01

The Board recognizes that Teacher Performance Appraisal shall be conducted in accordance with the *Education Act* and relevant legislation and in accordance with the Board's policies and procedures.

24.01.02

The Board shall consult with the Union prior to making changes to the Board's policies and procedures with respect to Secondary Teacher Performance Appraisal.

24.01.03

Teachers in Positions of Responsibility shall not conduct Teacher performance appraisals, but this shall not preclude Teachers in Positions of Responsibility from participating in programs of assistance.

24.01.04

With the permission of the Teacher, the Board will notify the Union within five (5) days of when a Teacher receives an unsatisfactory rating in accordance with the Board's procedures.

ARTICLE 25 - ACCESS TO INFORMATION

25.00.00

Upon written request to the Superintendent of Business Services with a copy to the Executive Officer of Human Resources, the Union shall have access to, or be furnished with a copy of the following, assuming the same is reasonably available to the Board.

The Union understands that the Board will respond to their written request as quickly as possible and, whenever possible, within ten (10) working days:

- a) a statement of the current operating budget;
- b) a statement of the current operating expenditures;
- c) a statement of participation in each benefit plan covered by this Collective Agreement, including a cost analysis thereof and a copy of the group insurance contract between the Board and the Insurer;
- d) data respecting salaries, allowances, group classification, teaching experience, qualifications, employment status, and seniority concerning each Teacher covered by this Collective Agreement;
- e) information and data respecting the Teacher complement and pupil enrolment;

- f) a scattergram showing the number of Teachers at each position on the grid;
- g) the general legislative grant technical paper (if available) and the detailed calculation for funding of the Halton District School Board (if not available on Ministry website).

ARTICLE 26 - PART-TIME TEACHERS

26.00.00

A Teacher on a regular part-time assignment shall be subject to the Articles of this Collective Agreement.

26.01.00

Teachers on a part-time assignment shall receive salary and allowances as indicated in Article 10 of this Agreement prorated to correspond to the ratio that the Teacher's assignment bears to a full-time assignment of 6.0 in accordance with Article 18.02.01 b).

26.01.01

In the event a Teacher has a different assignment for each of two (2) semesters in a given school year, that Teacher's salary will be prorated as in 26.01.00 for each semester.

26.01.02

For Teachers who work only one full semester in a school year, it is understood that one full semester constitutes fifty percent (50%) of the length of the school year as outlined in 06.14.00.

26.02.00

A Teacher employed on a regular part-time assignment shall be eligible for the Board's contribution to benefits subject to 11.06.00.

26.03.00

A Teacher employed on a regular part-time assignment shall be eligible for an increment in accordance with clauses 08.05.01 to 08.05.04 inclusive.

26.04.00

A Teacher employed on a regular part-time assignment shall have sick leave determined in accordance with Article C9.00 – Sick Leave.

26.05.00

A Teacher may request in writing to the Manager of Human Resources with a copy to the Principal to teach a regular part-time assignment subject to the following conditions which must be met:

- 1) such request shall be made prior to March 1 for an assignment commencing the following school year;
- 2) such requests shall specify the period of assignment, not to exceed two (2) years;
- 3) such request is subject to the approval of the Manager of Human Resources.

26.05.01

A Teacher may apply, prior to March 1, for an extension of the Teacher's part-time teaching assignment and such extension shall be subject to the approval of the Manager of Human Resources.

26.05.02

A Teacher who requests and is granted an assignment as a part-time Teacher for a specified period will return to full-time teaching at the end of the period subject to Article 19.

26.05.03

Upon return to full-time teaching at the conclusion of the specified period of part-time teaching, the Teacher shall, for purposes of surplus procedures, be a Teacher of the staff of the school in which the Teacher was teaching part-time.

26.06.00

Teachers not included in 26.05.00 through 26.05.03, currently employed on a part-time basis shall be considered prior to Teachers being newly employed by the Board to fill full-time positions when such positions become available, provided such Teachers have registered their desire with the Manager of Human Resources, with a copy to the Principal, prior to March 1. If more than one (1) Teacher is eligible for such assignment, the Teacher with the greatest seniority as defined in the Collective Agreement shall be assigned to the position.

26.07.00

Part-time Teachers should attend school and staff meetings and professional activity days on the same basis as Teachers teaching full-time, subject to the Principal's discretion.

26.08.00

The number of teaching positions to be filled by part-time Teachers in a school or in the system is subject to the determination by and approval of the Manager of Human Resources.

26.09.00

It is understood that, unless specifically identified otherwise, the application of any appropriate Articles for Teachers on part-time assignments is on a prorated basis.

ARTICLE 27 - HEALTH AND SAFETY

27.00.00

The Board shall make reasonable provisions for a safe and healthful environment for Teachers. Both parties will cooperate with regard to the duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

27.00.01

In the event of a medical emergency, a Teacher will assist to the best of his/her ability to ensure the safety and well-being of the student. No Teacher, however, is required to carry out medical/physical procedures as part of his/her regular duties.

27.00.02

The Board shall ensure that a copy of the Occupational Health and Safety Act and its accompanying relevant regulations shall be accessible to each Teacher in each workplace.

27.00.03

The existence of any unsafe work practices and conditions should be brought to the attention of the School Principal, in accordance with Board policy.

27.00.04

The Board shall determine the required protective equipment necessary to ensure the health and safety of the Teacher. Such equipment will be provided at no cost to the Teacher.

The Teacher shall wear the personal protective devices provided by the Board.

27.01.00

The Board shall not require a Teacher to transport students.

ARTICLE 28 - DUES DEDUCTIONS

28.00.00

On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the OSSTF dues and any dues chargeable by the Union or an equivalent amount. The amounts shall be determined by OSSTF and/or the Union 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.

28.00.01

The OSSTF provincial dues deducted in 28.00.00 shall be remitted to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

28.00.02

Dues specified by the Union in 28.00.00 shall be deducted and remitted to the District 20 Treasurer no later than the fifteenth (15th) of the month after which the deductions were made, according to Article 28 of this Agreement. Such remittance shall be accompanied by a list of employees and the amounts deducted and will identify the amounts from each Union.

28.01.00

The Board shall deduct from the first salary instalment received by a Teacher in a school year, an amount of money as determined by the Union for the OSSTF District 20 Annual Local Levy.

28.01.01

The Union shall notify the Board, in writing, over the signature of the Union President of District 20, of the amount of the deduction. Notification must be given no less than thirty (30) days prior to the date of the salary instalment from which the deduction is to be made.

28.01.02

The amount to be deducted shall be a uniform dollar amount. There shall be only one (1) deduction per Teacher per school year.

28.02.00

Provincial OSSTF and/or the Union, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by Provincial OSSTF and/or the Union.

ARTICLE 29 - UNION RIGHTS

29.00.00

The Board shall provide a bulletin board for the use of the Union at an appropriate location in each workplace upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Teachers.

29.01.00

The Board agrees to provide new employees with a copy of the Collective Agreement, the name of the Union President, and the address and telephone number of the District 20 office. The Board and the Union shall share equally the cost of the printing of sufficient copies of the Collective Agreement for all employees.

29.02.00

- a) The Union shall have access to its Teachers for Union business at all schools and workplaces provided that this does not interrupt the instructional day.
- b) The Board shall provide the Union access to meeting rooms, at no cost, for Union activities outside the school day, provided this does not interrupt the instructional program, school or rental functions of the Board.

29.03.00

The Board shall provide the Union with the following information relating to the employees within the Union on a current basis:

- a) job postings, job appointments, promotions, and transfers;
- b) hirings, resignations, retirements, and deaths.

29.04.00

The Board agrees that the Union should continue to have the use of the Board courier system, at no cost, to communicate with its Teachers.

29.05.00

Before a formal meeting to discuss a negative evaluative report, discipline, negative performance or conduct, the Teacher will be informed of the right and encouraged to have an OSSTF or Union representative present at such a meeting.

ARTICLE 30 - ADMINISTRATIVE POSITIONS

30.01.00 - Acting Administrative Teacher

The Parties agree that an employee who is a Teacher may substitute for an absent Vice-Principal for a period of not less than a day, but not more than twenty (20) consecutive instructional days or forty (40) instructional days in a school year.

30.01.01

The Acting Administrative Teacher shall be paid the following salary if the Teacher replaces an absent Vice-Principal for a period that exceeds three (3) consecutive instructional days, the salary will then be retroactive to the first instructional day the Teacher substituted for the absent Vice-Principal:

- a) The calculation for any additional salary will be based on the annual salary of Step 0 of the Vice-Principals' Salary Schedule, divided by the number of school days in that school year, times the number of instructional days in the position. This salary shall be in lieu of the employee's regular salary and allowances, unless the regular salary of the Teacher is greater.
- b) There will be no additional compensation to the Teacher's regular salary and allowance, if the duration of the assignment is for three (3) consecutive instructional days, or less.

30.01.02

The employee will continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of Union dues.

30.01.03

A Teacher who is an Acting Administrative Teacher may resume the Teacher's regular Union duties subject to two (2) instructional days written notice to the appropriate Supervisor.

30.01.04

A Teacher shall receive two (2) instructional days notice, whenever possible, of the request that the Teacher substitute as an Acting Administrative Teacher for an absent Vice-Principal.

30.01.05

A Teacher shall have the right to refuse the request to substitute for an absent Vice-Principal.

30.01.06

The use of a Teacher as an Acting Administrative Teacher shall not result in any supervisions or other additional duties for Teachers.

30.02.00 - Acting Vice-Principal

When a Vice-Principal will be absent from the school for a period of more than twenty (20) consecutive instructional days but less than one school year, the Board may appoint a Teacher as an Acting Vice-Principal to fulfil the duties of the absent administrator.

30.02.05

Nothing in this Article prevents the Teacher from resuming the Teacher's regular duties subject to two (2) weeks written notice to the appropriate supervisor.

30.03.00

Teachers serving as an Acting Administrative Teacher or as an Acting Vice-Principal shall not discipline or evaluate other Teachers.

30.04.00

The Board and the Union agree that a probationary Vice-Principal, who was a Teacher immediately prior to the appointment as Vice-Principal may elect to enter a vacant teaching position within one school year of the appointment to Vice-Principal provided that there are no Teachers on the recall list, eligible for recall to the vacancy. Such election may be exercised by an individual one time only.

30.04.01

Upon return to the Union, the former Vice-Principal shall be credited with seniority previously earned as a Teacher and shall receive no seniority credit for time spent as a Vice-Principal. The Teacher's seniority date shall be adjusted to reflect the Teacher's seniority.

30.05.00 - Teacher in Charge

A Teacher may substitute for an absent Principal/Vice-Principal for up to and including a day, as Teacher in Charge.

30.05.01

A Teacher shall have the right to refuse to act as Teacher in Charge.

30.05.02

A Teacher acting as a Teacher in Charge shall not evaluate or discipline another Staff member.

30.05.03

A Teacher shall not receive credit for Additional Professional Assignments (18.03.00) when acting as Teacher in Charge.

30.05.04

A Teacher acting as Teacher in Charge shall be indemnified in accord with the Letter of Agreement Re: Teaching in Charge (June 28, 2011)

ARTICLE 31 - EMPLOYEE TERMINATION OF EMPLOYMENT

31.00.00

A Teacher shall notify the Board, in writing, of the Teacher's intent to resign/retire by November 30th for a resignation/retirement to take effect December 31st or January 31st, and by April 30th for a June 30th resignation/retirement.

31.01.00

Nothing herein prevents a Teacher and the Board from mutually agreeing to the employee's resignation at any other time. The Board shall not unreasonably refuse to accept a resignation/retirement.

ARTICLE 32 - EMPLOYEE RELATIONS

32.00.00

There shall be an Employee Relations Committee consisting of up to three (3) members appointed by the Board and up to three (3) Teachers appointed by the Union.

32.00.01

The Committee shall meet, as required, at the request of the Union Executive or the Board to discuss matters of common concern.

ARTICLE 33 - CRIMINAL BACKGROUND CHECKS

33.00.01

The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.

33.00.02

Access to such records and information shall be strictly limited to the Executive Officer of Human Resources and those persons named by the Director of Education. The Executive Officer of Human Resources shall advise the Union President of the names of those so designated. Such personnel shall not be Teachers.

33.00.03

The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 34 - MEDICAL DOCUMENTATION

34.00.01

The Board shall ensure that all medical information requested regarding a Teacher is stored in a secure location and is managed in a completely confidential manner.

34.00.02

Access to such records and content of medical information collected by the Board shall be strictly limited to the Health and Wellness and Health and Safety Departments personnel or designate as required who have signed confidentiality agreements. Such personnel shall not be Teachers.

ARTICLE 35 - E-LEARNING

35.00.01

Credits delivered by electronic methods in secondary day schools will be delivered in accordance with the requirements of the Education Act.

PART B-2

1.0 - SCOPE

1.0

The provisions of Part B-2 shall constitute the entire Agreement of the parties in regard to Continuing Education Teachers.

1.1

Notwithstanding 1.0 above, the incumbent Adult Education Day School credit Teachers and Self-Reliant Learning credit Teachers who were employed as permanent or probationary Teachers as of June 30, 1998 shall continue to be entitled to all the terms and provisions of Part B-1 of this Collective Agreement.

2.0 - DEFINITION

Continuing Education Teacher as referred to in Part B-2 shall mean a Teacher as defined in the Education Act and Regulations employed to teach a continuing education course or class established in accordance with the Regulations for which a valid certificate of qualification or a Letter of Standing as a Teacher is required by the Regulations.

3.0 - QUALIFICATIONS

Teachers covered by Part B-2 of this Collective Agreement teaching Continuing Education credit courses or holding the position of Supervisor and Assistant Supervisor (credit courses) shall be certified Teachers.

4.0 - GENERAL PROVISIONS

4.1

The terms and conditions set out in Part A-B-1 of this Collective Agreement shall not be applicable to Continuing Education Teachers save and except those articles specifically referred to below or as specifically set out in Part B-2.

Article 01	Purpose
Article 02	Scope and Recognition
Article 03	Duration
Article 05	Management Rights
Article 20	Strike/Lockout
Article 21	Strike by Other Board Employees
Article 22	Redress Procedure
Article 24	Performance Reports
Article 26	Access to Information
Article 27	Health and Safety
Article 30	Union Dues
Article 31	Union Rights

4.2

The Board shall give the Union a copy of the list of Teachers currently teaching Continuing Education credit courses, as at October 15, March 15 and the third (3rd) day of summer school. These lists shall provide the following information for each Continuing Education Teacher: name, work location, courses currently teaching, address, and telephone number.

4.3

The Board agrees to provide new employees with a copy of the Collective Agreement, the name of the Union President, and the address and telephone number of the District 20 office. The Board and the Union shall share equally the cost of the printing of sufficient copies of the Collective Agreement for all employees.

5.0 - COMPENSATION

5.1

The hourly rate of pay set out below is paid only on classroom Teacher hours. However, the payment to the Teacher based on such hours is payment also for the performance by the Teacher of duties related to teaching functions such as marking, evaluation, completing reports, student interviews, preparation and all such other activities necessarily related to the effective teaching of continuing education pupils.

TEACHER

	<u>Sept. 1 2014</u>	<u>Sept. 1 2016</u>	<u>Feb 1, 2017</u>
Hourly Rates of Pay	\$ 48.52	\$ 49.01	\$ 49.25

SUPERVISOR-CREDIT COURSES

For incumbents on continuous renewable contracts:

Supervisor (Credit Courses)	September 1, 2014	\$6,004
	September 1, 2016	\$6,064
	February 1, 2017	\$6,094

For those hired on new contracts:

Supervisor (Credit Courses)	September 1, 2014	\$5,628
	September 1, 2016	\$5,684
	February 1, 2017	\$5,712

5.2

All the above rates include vacation pay under the Employment Standards Act.

5.3

The salary and allowances agreed upon or understood between the Board and a Teacher shall be, except for error, or omission, the salary and allowances provided for in Part B-2 and any other payments or arrangements shall be deemed to be contrary to this Agreement.

5.4

If a new position is created, the provisions provided for in the clauses 04.01.00 to 04.01.05 of the Collective Agreement shall apply.

6.0 - SICK LEAVE

6.1 - Administration

Subject to the authority of the Board, the Administration of the plan shall be vested in the Secretary of the Board. The Secretary shall keep a record of the credits and deductions for each Teacher and shall render a statement, in hours, to each Teacher annually of the state of the Teacher's credit in the plan.

6.2

The sick-leave plan shall be in accordance with the terms and conditions of Article C9.00-Sick Leave in Part A of this Agreement, and specifically in accordance with Article C9.1.f.

7.0 - LEAVES OF ABSENCE

7.1

Continuing Education Teachers in the Adult Education Day School credit program and the Self-Reliant Learning credit program shall be entitled to the leaves of absence set out in Articles 15 and 16 of Part B-1 of this Collective Agreement.

7.2

Continuing Education Teachers not covered by Article 7.1 above shall be entitled to the following leave provisions:

a) Bereavement Leave

A Continuing Education Teacher shall be entitled to a leave of absence with pay on a maximum of one (1) day in each contract term for bereavement leave.

b) Parenting Leave

Pregnancy/Adoptive without pay for Continuing Education Teachers shall be in accordance with the terms of the Employment Standards Act.

c) Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual Teacher's control, which merit individual attention, such as extended bereavement and is subject to the approval of the Executive Officer of Human Resources.

7.3 – Professional Development

A Continuing Education Teacher may attend without pay, scheduled Professional Development Days arranged by the Board. Request should be made in writing to the Principal of Gary Allan High School.

7.4 – In-Service

A Continuing Education Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay.

8.0 - POSTINGS

8.1

All vacant teaching positions and Positions of Responsibility in Continuing Education within the District shall be posted in all secondary schools in the Halton District School Board for three (3) working days.

8.2

If vacancies still exist after the process outlined in Article 17.01.03, Part B-1 of this Agreement, first consideration shall be given to Continuing Education Teachers who wish to be considered for vacancies covered by Part B-1 of this Agreement. Continuing Education Teachers who wish to be considered for vacancies covered by Part B-1 of this Agreement should indicate their interest in writing to the Human Resources Manager (Secondary), Human Resources by March 1 stating their qualifications and work experience. The list of names and qualifications will be forwarded to Principals for first consideration prior to any external hiring and/or advertising.

9.0 - EMPLOYMENT TERM

It is agreed that the employment of the Continuing Education Teacher is conclusively deemed to have been terminated by mutual agreement of the Board and the Teacher upon the completion of the course or program which the Teacher was employed to teach or on the date of the cancellation of the program which the Teacher was employed to teach.

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Union representing the
Secondary Teachers, District 20 - Halton
composed of Teachers employed by the Board
(hereinafter referred to as the “Union”)

Board-Wide Positions of Responsibility

1. The parties agree that OSSTF Teachers who are currently incumbents in Instructional Program Leader roles shall continue to be OSSTF Teachers for the time they continue to hold the position.
2. Effective September 1, 1998, new Instructional Program Leader positions and/or similar positions of responsibility, shall be designated by panel when they are posted/advertised.
3. In the event that a position is determined to be cross-panel, the Board agrees to convene a meeting of two representatives appointed by the Board, two representatives appointed by OSSTF and two representatives appointed by ETFO to discuss and determine the panel designation. In the event there is no agreement, the Executive Officer of Human Resources shall decide.

Dated at Burlington this day of 30th day of September 2015.

FOR THE HALTON DISTRICT SCHOOL
BOARD

Jeff Blackwell

David Boag

Debbie DeBoer

Regan Heffernan

Karen Hartman

Pam Hutton

Lara Gallagher

Kristen Wilson

FOR THE OSSTF TEACHERS’ UNION

Jo Dean

Chris Goodsir

Brad Fisher

Jim Young

Ann MacDougall

Janet Scott

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Aldershot and Burlington Central High Schools

It is the intention of the parties that Secondary Teachers will not be required to teach students in the elementary panel at Aldershot and Burlington Central High Schools.

Dated at Burlington this 30th day of September 2015.

FOR THE HALTON DISTRICT SCHOOL
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Gary Allan High School

1. Without Prejudice or Precedent

It is understood by the Union and the Board that protocols developed specifically for Gary Allan High School (GAHS), an adult and alternative high school, are not transferable or applicable to any other secondary school in the Halton District School Board without the written agreement of the Board and the Union.

2. Headships

- a. Headships are to be based on curriculum areas as outlined in articles 06.07.00 and 10.07.00 of the collective agreement. All Headships at GAHS will be advertised with curriculum responsibilities and with additional school wide responsibilities in the format and under the conditions as per the Joint Staffing Advisory Committee as agreed on March 3, 2010. In addition:
 - i. The following descriptors may be used for GAHS headships: Alternative Programs, Bronte Creek/Trailhead Project, Self Reliant Learner Program, Curriculum, and Co-operative Education.
 - ii. The Heads at the various sites will all be hired with different subject- area specialties, as per Article 10.07.00.b of the Collective Agreement. Heads will provide curriculum support in their respective subject areas to teachers at their home sites and to Teachers at other sites in GAHS.
- b. In addition, school-wide responsibilities may be assigned to Heads, such as Literacy, Numeracy, Staff Development, and Community Liaison. This is not an exclusive list.
 - c. It is understood the major sites (Burlington, Oakville, Halton Hills and Milton) will have the role of Lead Teacher attached to one of the Headships assigned to the site with the following criteria:
 - i. The Lead Teacher role will be advertised as part of the headship having this responsibility, e.g. Head of Self Reliant and Lead Teacher.
 - ii. The Lead Teacher is delegated responsibility for the daily operation and programs at the site in the absence of the Principal.
 - iii. Heads acting as a Lead Teacher are not to evaluate or discipline other Teachers. Lead Teachers provide input to the Principal on timetables and/or teacher assignments.
 - iv. Lead Teachers may mentor staff where there is mutual agreement.
 - v. It is understood that while the Lead Teacher defined under ii) is delegated responsibility for the daily operation of the site, the Head of the Alternative program has responsibility for the school wide program that may operate at any given site including staff development, curriculum and instruction.

- vi. If the role of Lead Teacher is assigned to, or taken away from, a Headship, this will be deemed a significant change and will be covered under 10.07.03 of the collective agreement.

3. Transfers

- i. For the 2011-2012 and subsequent school years, the Principal of GAHS will assign Teachers during the staffing process to assignments within GAHS to programs/sites/subjects by order of seniority and qualifications in accordance with the student demand for the subjects/programs.
- ii. All Teachers who may be asked to change program or location will be given their tentative assignments within GAHS prior to the April 1st surplus declaration date. A Teacher may choose to accept or decline the assignment.
- iii. Where a Teacher declines the assignment offered above, the Teacher will be declared surplus to GAHS in accordance with Article 19.01.08. The Teacher will have the automatic right of first refusal for other positions at the school in accordance with 19.02.05 a) and b) for which the teacher is qualified.
- iv. The Board agrees to advise new hires to GAHS in writing that the program/site needs may require them to be assigned to an alternate site/program if necessary due to changes in enrolment/program demand and the Board will also advise new members in writing on the options outlined in 3. ii,iii above
- v. Notwithstanding the above, the Board and the Union agree that staffing changes due to retirements, resignations, transfers, program changes etc, that occur subsequent to April 1st may result in changes to a Teacher's assignment to meet the needs of the students and GAHS.
- vi. Where there are program and or site placement changes and the teacher is not in agreement, the Principal will endeavour to find an alternate placement if a suitable vacancy exists in the opinion of the Principal.

4. Scheduling

- i. If the scheduling and/or program needs of the school require a Teacher to be scheduled in both a morning and evening timeslot but not working during the afternoon (split shift) the Principal will communicate this need to the Teacher and to their Branch President. If the Teacher is in agreement, the Principal will advise the Manager of Human Resources who will communicate this requirement to the Union President.
- ii. If a teacher does not wish to accept a split shift the Principal will rearrange the teaching assignment to eliminate the need for the need for the split shift.
- iii. Assignment of a split shift at the request of the Teacher will be subject to the scheduling needs of the school.

5. Lunch Period

- i. The teacher's lunch period will be outlined on each site schedule.

6. Mileage

Where a Teacher may be required to teach at different sites, the teacher will be given consideration in their timetable for travel and the teacher will be eligible for mileage in accordance with the Board mileage policy. Geography will be considered in making such assignments.

Dated at Burlington this 30th day of September, 2015.

FOR THE HALTON DISTRICT SCHOOL
BOARD

Jeff Blackwell

David Boag

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Gary Allan High School Working Conditions

The undersigned representatives of both the Board and the Union agree to the following:

That Gary Allan High School Teachers shall be entitled to a timetabled lunch period and unassigned time in accordance to Article 18.04.00 and 18.11.00 of the collective agreement.

The work of the committee is now considered complete.

Dated at Burlington this 30th day of September, 2015.

FOR THE HALTON DISTRICT SCHOOL
BOARD

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RE: Staffing Committee

The Parties agree to form a committee consisting of an equal number of members from each of the Board and the Union to meet annually to discuss the Secondary Staffing Process and Critical Path timelines.

Dated at Burlington this 30th day of September 2015.

FOR THE HALTON DISTRICT SCHOOL
BOARD

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RE: Voluntary Transfer Process

The undersigned representatives of the Board and the Union agree that for the 2016/2017 school year:

For the purpose of Article 07.02.00, applications for Volunteer Transfers will be considered during the staffing process and in Halton rank order, concurrent with the placement of Surplus and Excess to Region Teachers and dependent on mutual agreement of the Principal and the Teacher.

A revised application form and information package will be prepared by a sub-committee of SAC and submitted to SAC for final approval before being released to the system.

Prior to the meeting at which voluntary transfer applications will be considered, the Board will share with the Union the list of vacancies available for transfer, including any special school needs attached to such vacancies.

Voluntary transfer placements will be limited by Articles 07.02.05 and 07.02.06.

The parties agree to form a committee consisting of both Board and Union members to review and make recommendations at the end of the 2016/2017 staffing process.

Signed and dated at Burlington this 30th day of September, 2015.

FOR THE HALTON DISTRICT SCHOOL
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Syl Apps / Section 23 Programs

Notwithstanding Article 18.02.01 of the Collective Agreement between the Board and the Union, the parties agree to the following:

- 1) Only Permanent and Probationary Teachers will be eligible to apply to vacancies at Syl Apps or Sections 23 programs.
- 2) Teachers will initially post in for a one year term only and will continue as scheduled on the 5 year cycle for Performance Appraisal.
- 3) The Principal will meet with the Teacher four (4) times throughout the school year to provide support to the Teacher and to assess their progress and fit to the program/school.
- 4) Should either the Principal or the Teacher determine that the Teacher’s placement should not continue, the Teacher will return to their previous school location and be subject to the staffing process as defined in Article 19.
- 5) Should the Principal and the Teacher mutually agree that the Teacher’s placement has been successful and should continue, the Teacher would be transferred to Syl Apps or the section 23 program permanently and subject to the staffing process/surplus defined in Article 19.
- 6) Syl Apps/Section 23 program Teachers will follow the regular posting process to post out. If a Teacher is unsuccessful at posting out, they may, at their request, be placed on the regional redundancy list in the spring staffing process for the following September.
- 7) No Teacher will be placed at Syl Apps or into a section 23 program through the surplus, redundancy or LTO placement process.

Signed and dated at Burlington, Ontario, the 30th day of September, 2015.

For the Halton District School Board

For the TBU, District 20, OSSTF

Jeff Blackwell

Jo Dean

David Boag

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LEAP

Notwithstanding Article 18.02.01 of the Collective Agreement between the Board and the Union, the parties agree to amend the scheduling of L.E.A.P. program Teachers at Craig Kielburger Secondary School, Georgetown District High School, Robert Bateman High School and White Oaks Secondary School. The parties agree to the following:

1. This Letter of Agreement applies only to Teachers in the LEAP programs at Craig Kielburger Secondary School, Georgetown District High School, Robert Bateman High School, and White Oaks Secondary School.
2. Teachers assigned to the instructional periods interrupted by the nutritional break will be assigned only by mutual consent.
3. Teachers assigned to the LEAP program shall be entitled to a timetabled lunch period in accordance with Article 18.04.00.
4. Teachers assigned to the LEAP program shall be entitled to unassigned time in accordance with Article 18.11.00 of the Collective Agreement. Such time may be split into two timetabled blocks within the regular working day.

Signed and dated at Burlington, Ontario, the 30th day of September, 2015.

For the Halton District School Board

For the TBU, District 20, OSSTF

Jeff Blackwell

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RE: Teacher Performance Appraisal (TPA) Committee

The Parties agree to form a committee consisting of an equal number of members from each of the Board and the Union to meet to discuss the TPA process.

The role of the committee will be to review the Board’s TPA Administrative Procedure process and timelines.

The Parties will begin meeting no later than December 1, 2015 and make recommendations to the Executive Officer of Human Resources no later than June 30, 2016.

Dated at Burlington this 30th day of September 2015.

FOR THE HALTON DISTRICT SCHOOL
BOARD

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RE: Investigations

The Parties agree to form a committee consisting of an equal number of members from each of the Board and the Union to meet to discuss the Investigation procedures.

The role of the committee will be to review the Board’s Administrative Procedures regarding investigations to ensure procedural fairness.

The Parties will begin meeting no later than December 1, 2015 and make recommendations to the Executive Officer of Human Resources no later than June 30, 2016.

Dated at Burlington this 1st day of October 2015.

FOR THE HALTON DISTRICT SCHOOL
BOARD

Jeff Blackwell

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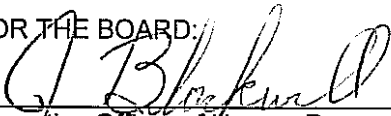
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Ann MacDougall

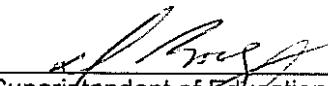
Janet Scott

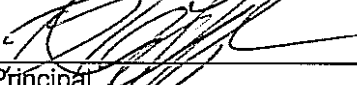
Signed this 1st day of October, 2015 at Burlington, Ontario

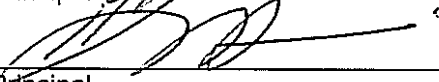
FOR THE BOARD:

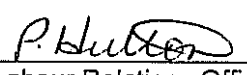

Executive Officer of Human Resources

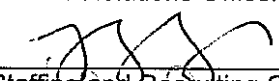

Manager of Human Resources


Superintendent of Education


Principal



Principal

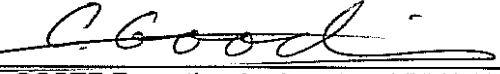

Labour Relations Officer

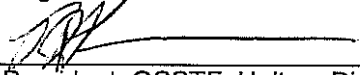

Staffing and Recruiting Officer



Human Resources Administrator

FOR THE UNION:


OSSTF Provincial Executive and Chair of the
PRN Team



OSSTF Executive Assistant and PRN Chief
Negotiator


President, OSSTF, Halton District 20


Staff Officer, Chief Negotiator, OSSTF Local

Member, Collective Bargaining Committee


Member, Collective Bargaining Committee


Member, Collective Bargaining Committee