



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

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**Effective September 1, 2004**  
*(unless otherwise indicated herein)*

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**PART A**

**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 Members of the Bargaining Unit who are teachers employed by the Halton District School Board.
- b) The terms and conditions of employment for Members employed in Continuing Education are contained in ~~Part~~ B;
- c) Effective September 1, 1988 the terms and conditions of the Collective Agreement between the Board and the Bargaining Unit 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 Members, 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 Negotiating Committee of the Bargaining Unit as the group authorized to represent or to negotiate on behalf of the Union.

**02.01.02**

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

**02.02.00**

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

## **ARTICLE 02 - SCOPE AND RECOGNITION (Continued)**

### **02.02.01**

The Bargaining Unit recognizes the right of the Board to authorize the Ontario Public School Boards' Association or member 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**

This Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

### **03.02.00**

If either party gives notice of its desire to negotiate amendments in accordance with 03.01.00, the parties shall meet within **fifteen (15)** calendar days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.

### **03.03.00**

No changes can be made to this Agreement without the written mutual consent of the parties.

## **ARTICLE 04 - IMPLEMENTATION**

### **04.00.00**

The salary, benefits and allowances paid to a Member 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 Bargaining Unit recognizes the right of the Board to create new positions and/or titles not included in this Agreement under the following conditions:

**ARTICLE 04 – IMPLEMENTATION**(Continued)

**04.01.01**

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

**04.01.02**

the Board and Bargaining Unit 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 Member;

**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 Bargaining Unit;

**05.01.03**

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

**ARTICLE 05 - MANAGEMENT RIGHTS (Continued)**

**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 Members 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 Members within the Education Act and the Regulations;

**05.01.07**

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

**05.02.00**

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

**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 Member 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 Member designated by Branch Members 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 Member 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.

**ARTICLE 06 – DEFINITIONS (Continued)**

**06.04.00 - Daily Rate**

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

**06.05.00 - Displacement**

For the purposes of Article 19.00.00, displacement means the process by which a Bargaining Unit Member declared surplus to a school may replace a less senior Bargaining **Unit** Member.

**06.06.00 – Excess**

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

**06.08.00 - Instructional Consultant**

Means a Member 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 Member 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 - Member**

Means a Member of the Bargaining Unit employed by the Board.

**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.



**ARTICLE 06 -DEFINITIONS (Continued)**

**06.14.00 - Successfully Taught**

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

**06.15.00 - Surplus**

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

**06.16.00 –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, and Instructional Consultants. Teacher does not include a supervisory officer, a principal, a vice-principal, an instructor in a teacher-training institution or an occasional teacher.

**06.17.00 - Spouse**

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

**06.18.00 - Head of Program**

Means a Member holding the position of Instructional Coordinator who provides system-wide leadership for Board and Ministry program initiatives.

**ARTICLE 07 – APPOINTMENTS**

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**07.01.00**

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

If, as a result of extenuating circumstances, the Member 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 Member commenced the teaching duties covered by the Acceptance of Position Form.

**07.02.00-Period of Probation**

**07.02.01**

A newly hired Member 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.

## ARTICLE 07 – APPOINTMENTS (Continued)

### 07.03.00 – Retirement

#### 07.03.01

The age of retirement of a Member from the service of the Board shall be sixty-five (65) years of age. Retirement shall take place by August 31 in the school year in which the Member reaches the age of retirement.

#### 07.03.02

On written application of the Member concerned, submitted by January 31, an extension of up to one (1) year may be granted provided a medical certificate of fitness is presented by the Member. The granting of the extension beyond the stated age of retirement shall be at the discretion of the Director of Education. The granting of the extension shall in no sense be considered to be automatic.

#### 07.03.03

The considerations on which an extension may be granted are:

- i. that such an extension is in the interests of the system as a whole or the school in particular;
- ii. that the Member's performance is judged as satisfactory and where a statement of support from the Principal and/or Superintendent has been received;
- iii. that the Member be in sound mental and physical health.

### 07.04.00 - Voluntary Transfers

#### 07.04.01

Members wishing to be considered for a voluntary transfer should inform the Executive Officer of Human Resources through the Principal and Superintendent of Education by March 1 of any given year to take effect the following September.

#### 07.04.02

Such application for voluntary transfer shall specify to which school or schools the Member wishes to transfer and the qualifications held by the Member.

#### 07.04.03

Applications for voluntary transfers will be considered by the Executive Officer of Human Resources during the staffing process and in the placement order as described in 19.02.00.

#### 07.04.04

If a Member requesting a voluntary transfer cannot be placed in accordance with 07.04.03, by September 30, the application for transfer will be deemed to have been withdrawn.

#### 07.04.05

Notwithstanding 07.04.03, no teacher will be given a transfer if that transfer would result in a Member, who otherwise would have a position, becoming redundant.

**ARTICLE 07 – APPOINTMENTS (Continued)**

**07.04.06**

Notwithstanding 07.04.03, no Member **will** be given a transfer if that transfer would result in a Member who otherwise would have a position in the Member's present school becoming surplus to such school.

**07.05.00 – Administrative Transfer**

**07.05.01**

**Any** transfer, initiated by the Board, of a Member 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.

**07.05.02**

Every effort will be made to complete the Administrative Transfer process by June 15 of each year. An Administrative Transfer after June 15 will require the written consent of the Member.

**07.05.03**

Wherever possible, Administrative Transfers shall be made by mutual agreement between the Member and the Board, but the Board shall have the right, after consultation with the Member and the President of the Teachers' Bargaining Unit involved, indicating the reasons for the transfer, to assign the Member 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.

**07.05.04**

The terms for Administrative Transfer described in 07.05.01 through 07.05.03 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 in September due to actual enrolments being less than projected enrolments.

**07.05.05**

Where a Member 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, the Board agrees to notify the Member in writing on or before May 1 immediately prior to the school year for which the transfer is effective, but nothing in this clause prevents the transfer of a Member at any time by mutual consent of the Board and the Member.

**07.05.06**

When an Administrative Transfer is to take place, the Board shall notify the Member in writing by June 15 or within two (2) weeks of the decision, whichever is the later. Such notification shall indicate:

- 1) the name of the school to which the Member is transferred;
- 2) the Department(s) to which the Member will be assigned;
- 3) wherever possible, the expected teaching duties the Member will be assigned.

## ARTICLE 08 - CERTIFICATION AND GROUP PLACEMENT

### 08.00.00

All qualified, newly hired Members shall be placed

- i. at 0 years experience  
and/or
- ii. in Group 1

where no documentation of proof is provided. When documentary proof of experience and/or qualifications is provided, the Member 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 Member 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 Member's salary will be adjusted to Group 1, 0 years experience until documentation is complete. A retroactive adjustment will be made once the Member 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 Member, retroactive adjustment payment will be from the school year in which the documentation would normally have been received. It is understood that if the Member is having difficulty in obtaining the appropriate documentation, the Member will file with the Board within the school year a letter stating such difficulty.

### 08.01.00

The Member 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 Member 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, though 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 Members 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 Member 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 Member for a higher group placement to become effective.

ARTICLE 08 - CERTIFICATION AND GROW PLACEMENT (Continued)

08.03.01

Changes in qualifications which result in a Member 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 Member 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 Members who receive a recognized Post-graduate degree for which compensation is sought.

08.04.00

Effective September 1, 2002, a Member shall be paid in the group as determined by the "Rating Statement" issued by O.S.S.T.F., based on the O.S.S.T.F. Certification Plan as at September 1, 2002.

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

08.05.01

The anniversary date for *all* Members 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.

**ARTICLE 08 - CERTIFICATION AND GROUP PLACEMENT (Continued)**

**08.05.03**

Effective September 1, 1986, Members 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, Members 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. Members 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 Member 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**

The salaries of all Members shall be paid according to the following schedule:

Effective September 1, 2002 - salary shall be paid on or before each of the following dates:

September	- 25 <sup>th</sup> calendar day
October	- 25 <sup>th</sup> calendar day
November	- 25 <sup>th</sup> calendar day
December	- last teaching day before <del>Christmas</del> Break
January	- 25 <sup>th</sup> calendar day
February	- 25 <sup>th</sup> calendar day
March	- 25 <sup>th</sup> calendar day or last teaching day before the Winter Break if the 25th calendar day is within the Winter Break
April	- 25th calendar day
May	- 25 <sup>th</sup> calendar day
June	- 25 <sup>th</sup> calendar day
July	- 25 <sup>th</sup> calendar day
August	- 25 <sup>th</sup> calendar day

ARTICLE 09 – PAYMENT OF SALARY - SCHEDULE AND CALCULATION (Continued)

09.01.00 – Pay Adjustments

1. a) Annual salary is earned over the 10 month period Septemberto June.  
b) Each monthly basic pay from September 1 to June 30<sup>th</sup> shall be 1/12 of annual salary in accordance with Article 10.  
c) The deferred balance of salary earned, calculated in accordance with Article 9.02.00, shall be paid in July and August in equal amounts.

Sample Calculation

Annual Salary	=	\$50,000
Monthly Basic Pay	=	$\$50,000 / 12 = \$4,166.67$
Salary earned per day	=	$\$50,000 / 194 = \$257.73$

In a month with seventeen (17) working days:

\$257.73/day x 17 days	=	\$4,381.41 earned
Less Monthly Basic Pay	=	<u>\$4,166.67</u> paid
		\$ 214.74 deferred balance to be paid in equal amounts in July and August

2. A teacher who begins employment after the first day of school shall be paid on the regular pay schedule outlined in 09.00.00. The teacher will receive payment of 1/12 of annual salary prorated in the ratio of the number of days worked in the first month to the number of work days in the month. The teacher shall receive 1/12 of annual salary on each subsequent pay date to the following June. The balance of the teacher's annual salary shall be paid in July and August in equal amounts.

09.02.00 – Earnings Calculation

Members shall **earn** salary based on the Member's full time equivalency status for each semester as set out in Article 26.01.00 in the proportion that the total number of school days for which the Member performs duties in a semester bears to the total number of school days in the semester.

09.03.00

For a Member 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 Member receives on or before the last teaching day of the month the Member teaches. In the event of a Member's death, the salary owing shall be paid to the estate.

09.04.00

Members going on approved leaves of absence shall receive any salary owed on or before the date their leaves commence.

09.05.00

All Members shall be informed, in writing, stating reasons of **any** special changes which are system-wide in application and effect in the amount of their monthly pays. The Board agrees that it will communicate to the President of the Bargaining Unit in writing, in advance of any implementation announcement, each time new premiums are set. The President of the Bargaining Unit will then make Members 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.

**ARTICLE 09 – PAYMENT OF SALARY- SCHEDULE AND CALCULATION (Continued)**

**09.06.00**

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

**ARTICLE 10 - COMPENSATION**

**10.00.00**

Members 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**

Members shall be paid according to the following schedule for the period commencing September 1, 2004 to August 31, 2005:

<u>Years</u> <u>Experience</u>	<u>Group</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
	\$	\$	\$	\$
0	36,265	38,974	41,678	44,381
1	38,974	41,678	44,381	47,089
2	41,678	44,381	47,089	49,799
3	44,381	47,089	49,799	52,499
4	47,089	49,799	52,499	55,203
5	49,799	52,499	55,203	57,912
6	52,499	55,203	57,912	60,618
7	55,203	57,912	60,618	63,321
8	57,912	60,618	63,321	66,028
9	61,147	63,321	66,028	68,734
10		66,604	68,734	71,437
11			72,057	74,147
12				77,520



**ARTICLE 10 – COMPENSATION (Continued)**

Members shall be paid according to the following schedule for the period commencing September 1, 2005 to August 31, 2006:

<u>Years</u> <u>Experience</u>	Group			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
	\$	\$	\$	\$
0	36,990	39,753	42,512	45,269
1	39,753	42,512	45,269	48,031
2	42,512	45,269	48,031	50,795
3	45,269	48,031	50,795	53,549
4	48,031	50,795	53,549	56,307
5	50,795	53,549	56,307	59,070
6	53,549	56,307	59,070	61,830
7	56,307	59,070	61,830	64,587
8	59,070	61,830	64,587	67,349
9	62,370	64,587	67,349	70,109
10		67,936	70,109	72,866
11			73,498	75,630
12				79,070

Members shall be paid according to the following schedule for the period commencing September 1, 2006 to January 31, 2007:

<u>years</u> <u>Experience</u>	Group			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
	\$	\$	\$	\$
0	37,730	40,548	43,362	46,174
1	40,548	43,362	46,174	48,992
2	43,362	46,174	48,992	51,811
3	46,174	48,992	51,811	54,620
4	48,992	51,811	54,620	57,433
5	51,811	54,620	57,433	60,251
6	54,620	57,433	60,251	63,067
7	57,433	60,251	63,067	65,879
8	60,251	63,067	65,879	68,696
9	63,617	65,879	68,696	71,511
10		69,295	71,511	74,323
11			74,968	77,143
12				80,651

**ARTICLE 10 – COMPENSATION (Continued)**

Members shall be paid according to the following schedule for the period commencing February 1, 2007 to August 31, 2007:

<u>years</u> <u>Experience</u>	Group			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
	\$	\$	\$	\$
0	38,107	40,953	43,796	46,636
1	40,953	43,796	46,636	49,482
2	43,796	46,636	49,482	52,329
3	46,636	49,482	52,329	55,166
4	49,482	52,329	55,166	58,007
5	52,329	55,166	58,007	60,854
6	55,166	58,007	60,854	63,698
7	58,007	60,854	63,698	66,538
8	60,854	63,698	66,538	69,383
9	64,253	66,538	69,383	72,226
10		69,988	72,226	75,066
11			75,718	77,914
12				81,458

Members shall be paid according to the following schedule for the period commencing September 1, 2007 to January 31, 2008:

<u>Years</u> <u>Experience</u>	Group			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
	\$	\$	\$	\$
0	38,793	41,690	44,584	47,475
1	41,690	44,584	47,475	50,373
2	44,584	47,475	50,373	53,271
3	47,475	50,373	53,271	56,159
4	50,373	53,271	56,159	59,051
5	53,271	56,159	59,051	61,949
6	56,159	59,051	61,949	64,845
7	59,051	61,949	64,845	67,736
8	61,949	64,845	67,736	70,632
9	65,410	67,736	70,632	73,526
10		71,248	73,526	76,417
11			77,081	79,316
12				82,924

**ARTICLE 10 – COMPENSATION (Continued)**

Members shall be paid according to the following schedule for the period commencing February 1, 2008 to August 31, 2008:

<u>Years</u> Experience	Group			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
	\$	\$	\$	\$
0	39,336	42,274	45,208	48,140
1	42,274	45,208	48,140	51,078
2	45,208	48,140	51,078	54,017
3	48,140	51,078	54,017	56,945
4	51,078	54,017	56,945	59,878
5	54,017	56,945	59,878	62,816
6	56,945	59,878	62,816	65,753
7	59,878	62,816	65,753	68,684
8	62,816	65,753	68,684	71,621
9	66,326	68,684	71,621	74,555
10		72,245	74,555	77,487
11			78,160	80,426
12				84,086

10.02.00

Instructional Coordinators shall be paid according to the following schedule:

<u>Years</u> Experience	<u>Sep. 1, 2004</u> to <u>Aug. 31, 2005</u>	<u>Sep. 1, 2005</u> to <u>Aug. 31, 2006</u>	<u>Sep. 1, 2006</u> to <u>Jan. 31, 2007</u>
	\$	\$	\$
0	85,907	87,625	89,378
1	88,149	89,912	91,710
2	90,400	92,208	94,052
3	92,647	94,500	96,390

<u>Years</u> Experience	<u>Feb. 1, 2007</u> to <u>Aug. 31, 2007</u>	<u>Sep. 1, 2007</u> to <u>Jan. 31, 2008</u>	<u>Feb. 1, 2008</u> to <u>Aug. 31, 2008</u>
	\$	\$	\$
0	90,272	91,897	93,184
1	92,627	94,294	95,614
2	94,993	96,703	98,057
3	97,354	99,106	100,493

ARTICLE 10 – COMPENSATION (Continued)

10.03.00

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

- \$6,576 (Sep. 1, 2004)
- \$6,708 (Sep. 1, 2005)
- \$6,842 (Sep. 1, 2006)
- \$6,910 (Feb. 1, 2007)
- \$7,034 (Sep. 1, 2007)
- \$7,132 (Feb. 1, 2008)

10.04.00 – Related Experience

10.04.01

A Member 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 Member's salary will exceed the maximum of the Member's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Member must be teaching a reasonable amount of time in the trade and vocational subjects where the Member'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 Member's salary will exceed the maximum of the Member's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Member must be teaching a reasonable amount of time in the trade and vocational subjects where the Member's valid vocational or occupational (practical) certificate is granted. Music, Art, Family Studies and Business subject areas are excluded from consideration for related experience.

10.04.03

- a) For Members 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 Members 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.

**ARTICLE 10 – COMPENSATION (Continued)**

**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-GraduateDegree Allowance**

Members holding a recognized post-graduate degree shall be paid an allowance of:

\$1,132

**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            \$5,000

**10.07.00**

The Department Head structure will be as follows:

- j) All school-based positions of responsibility shall be subject/curriculum based.
- ii) 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**

Notwithstanding 10.07.00 above, a Department which encompasses a combination of the subject areas listed above may be established with the approval of the Joint Staffing Advisory Committee.

**10.07.02**

Effective September 1, 2004, 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 975	5
976-1125	6
1126+	8

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

**ARTICLE 10 – COMPENSATION** (Continued)

10.07.03

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.

10.07.04

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:

\$4,528 (Sep. 1, 2004)

\$4,619 (Sep. 1, 2005)

\$4,711 (Sep. 1, 2006)

\$4,758 (Feb. 1, 2007)

\$4,844 (Sep. 1, 2007)

\$4,912 (Feb. 1, 2008)

**ARTICLE 11 - INSURED EMPLOYEE BENEFITS**

11.00.00 -Mandatory Enrolment

11.00.01

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

- i. Where coverage is provided by the Member's spouse. The exclusion for Member's spouse does not apply to Group Life and L.T.D.I.
- ii. For Members hired prior to September 1, 1985 for L.T.D.I.
- iii. For Members hired prior to September 1, 1977 for the Extended Health and Group Life.
- iv. For Members hired prior to September 1, 1979 for the Dental Plan.
- v. Where otherwise provided for in legislation.

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

**ARTICLE 11 - INSURED EMPLOYEE BENEFITS (Continued)**

**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 and \$225.00 vision care option, or other plan with equivalent benefits.

Effective September 1, 2005:

Vision Care option increased to \$250 every 24 months and Hearing Care option increased to \$1,000 every 36 months

Effective September 1, 2006:

Vision Care option increased to \$275 every 24 months

Effective September 1, 2007:

Vision Care option increased to \$300 every 24 months

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

**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 Bargaining Unit and the carrier designated by the Bargaining Unit.

## **ARTICLE 11 - INSURED EMPLOYEE BENEFITS (Continued)**

### **11.05.02**

A Member 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 Member's physician provides, annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the Member may return to teaching within three (3) years.
  - ii. up to three (3) years, provided the Member's physician provides annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the Member 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 Member 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 Member'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 Members**

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

- i. shall be entitled to 50% of Board contributions if the Member has less than a 50% assignment during the regular school year;
- ii. shall be entitled to 100% of Board Contributions if the Member has an assignment equal to or greater than 50% during the regular school year.

### **11.06.01**

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

### **11.06.02**

A Member 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

Upon notification, the Board shall *grant* a full year's leave of absence for conducting Bargaining Unit business to each Member recommended by the Council of O.S.S.T.F., District 20 to a maximum of two (2) Members.

In case of illness, at the request of the District, another Member of the Bargaining **Unit** 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 one (1) full-time equivalent Member for each year shall be granted provided the Bargaining Unit notifies the Board no later than May 31<sup>st</sup> for a leave to commence September 1<sup>st</sup> or December 30<sup>th</sup> for a leave to commence February 1<sup>st</sup>. Leaves will not be granted for less than a semester.

12.01.00

Any Member 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 Member under the Articles of this Agreement provided the Branch Affiliate reimburse the Board for all costs arising for the replacement members. The salary portion of the costs for the replacement members shall be calculated at Category II Step 0.

12.02.00

Should any Member seek and win election to the Provincial Executive of O.S.S.T.F., such Member 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, Members 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 Member 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.

ARTICLE 13 – RETIREMENT GRATUITY PLAN

13.00.00 – Eligibility

13.01.00

A Member 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 Member'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 member 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 members at the time of hiring.

**ARTICLE 13 – RETIREMENT GRATUITY PLAN (Continued)**

**13.01.01**

A Member must also be retiring from the profession by reason of ill health as defined in The Ontario Teachers' Pension Plan or age to be eligible for a retirement gratuity. Retirement by reason of age shall mean retirement at the age limit as outlined in 07.03.01 or retirement on pension 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 Member 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 Member shall not exceed six (6) months' salary computed on the member's salary in effect immediately prior to their retirement, prorated for part-time staff.

**13.02.02**

A Member who is eligible for a retirement gratuity shall be entitled to a retirement gratuity, if the credit in the Member's accumulated sick leave is sufficient, of 25% of the Member'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 Member'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 Member 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 Member in no more than two (2) payments, either immediately on retirement (June 30<sup>th</sup> retirement – See 13.03.02 below) and/or in January of the year following retirement. Each retiring Member 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.

**ARTICLE 13 – RETIREMENT GRATUITY PLAN** (Continued)

**13.03.02**

Members 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 31” but no later than September 10<sup>th</sup> providing the Member 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, on the Member’s direction and on the Member’s behalf into a Registered Retirement Savings Plan.

**13.03.04**

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

**13.03.05**

On the death of a Member 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 Member shall be paid to the surviving spouse of the Member or to the Member’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 - CUMULATIVE SICK LEAVE PLAN**

**14.00.00 – Eligibility**

This cumulative sick leave plan applies only to Members employed by the Board and covered under ~~Part A~~ **A** of the Collective 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 Member and shall render a statement to each Member annually, in hours, no later than September 30 of the state of the Member’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 Member concerned and the Executive Officer of ~~Human~~ **H**uman Resources. The application of this clause is grievable by the Member.

## ARTICLE 14 - CUMULATIVE SICK LEAVE PLAN (Continued)

### 14.03.00 - Sick Leave and Credits

A Member, beginning September 1, who is employed on a full-time basis with the Board, is entitled to twenty (20) days of sick leave for the ensuing year. A Member beginning full-time employment at any other time is entitled to two (2) times the number of months, or part thereof, for which the Member is employed to a maximum of twenty (20) days.

A Member employed on a part-time basis with the Board is entitled to the Member's sick leave for ten per cent (10%) of the periods of instruction and supervision specified in the Agreement for the Member's employment in any one school year in respect of the Member's absence from duty on account of sickness.

### 14.03.01

At the end of each academic year, the balance of the year's sick leave allowance for each Member after deducting absences due to personal illness, injury or as defined in 15.11.00 (i.), 15.04.02 or 16.10.00 will be credited to such Member's accumulated sick leave account subject to the following:

- i. Members who have a sick leave accumulation of 400 days or less as of August 31, 1984 will be limited to a maximum sick leave accumulation of 400 days;
- ii. Members hired prior to September 1, 1984 having a sick leave accumulation in excess of 400 days will not be permitted to continue accumulation beyond 400 days, but will be allowed to use any days in excess of 400 that were accumulated as of August 31, 1984;
- iii. Eligible Members hired on or after September 1, 1984 shall have their sick leave days limited to a maximum accumulation of 400 days.

The academic year shall start on the first day of September annually for the purpose of this plan.

### 14.03.02

Each day's absence of a Member due to personal illness or injury will cause a deduction, first from the current year's allowance, and thereafter, if the allowance is exhausted, from the Member's accumulated sick leave account.

### 14.03.03

A Member who is enrolled in the Long Term Disability Income Protection Insurance Plan may not draw more than the number of sick leave credits equivalent to one (1) year's full salary from the Member's accumulated sick leave account for any one illness or injury, before applying for disability benefits.

### 14.03.04

A Member who is not enrolled in the Long Term Disability Income Protection Insurance Plan or is denied disability benefits is not restricted in the number of sick leave credits that may be used for any one (1) illness or injury provided the Member has a medical certificate from a doctor appointed by the Board. Absences due to personal illness or injury are to be deducted from the Member's accumulated sick leave account up to the maximum sick leave credits accumulated by the Member.

## ARTICLE 14 - CUMULATIVE SICK LEAVE PLAN (Continued)

### 14.04.00 - Transfer of Credits

A Member entering the employ of the Board after September, 1957 and coming from a school area with a cumulative sick leave plan will be granted the Member's accumulated credits, in an amount not to exceed the credits obtained had the Member been in the Board's employ for the same period. It shall be the responsibility of the Member to make such arrangements as are necessary to place in the hands of the Board a statement of the Member's accumulated credits from the last Board by which the Member was employed. The Board will inform the newly hired Member of his/her rights under this clause upon hire.

### Members Hired Effective February 1, 2003

Documentation is to be submitted to the Manager of Human Resources (Secondary) within one hundred and twenty (120) days of the Member's hire date.

It is understood that if the Member is having difficulty in obtaining the appropriate documentation, the Member will file with the Board within the school year, a letter stating such difficulty.

### 14.05.00 - 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 Member will be reimbursed for a reasonable cost of providing the required certificate.

### 14.06.00 - Calculation for Sick Leave Claims

Sick leave claims shall be computed for payment on the basis of the daily salary rate of the Member at the time of the absence.

### 14.07.00 - Absence Chargeable to Sick Leave

Deduction shall be made from a Member's sick leave credit for the number of days of absence because of personal illness. No salary payments shall be made to the Member for absence beyond the number of days to the Member's credit in the sick leave plan.

### 14.08.00 - Workplace Safety and Insurance

Each Member who is injured in the course of employment shall have Workplace Safety and Insurance benefits supplemented from the Member's sick leave account to provide for the payment of up to the Member's full salary. In the event that a Member does not wish to use the sick leave credits to supplement the Workplace Safety and Insurance benefits, the Member must give immediate notice in writing to the Executive Officer of Human Resources. After the expiration of any Workplace Safety and Insurance award, the Member may use the current year's sick leave and accumulated credits up to the Limit previously established.

## ARTICLE 15 - MISCELLANEOUS LEAVES OF ABSENCE

### 15.00.00 - Absences Not Chargeable to Sick Leave

Unless otherwise stated, all leaves granted in this Article are without loss of salary or benefits and are not chargeable to sick leave.

### 15.01.00 - Deaths and Funerals

A maximum of four (4) days' leave of absence without deduction shall be granted to a Member 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, grandchildren, 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 Executive Officer of Human Resources. Spouse includes a common-law and/or same-sex partner.

### 15.02.00 - Quarantine

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

### 15.03.00 - Jury Duty and Subpoena

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

A Member 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 member 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 Member'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 Executive Officer of Human Resources.

#### 15.04.01

A compassionate leave may be granted subject to the approval of the Executive Officer of Human Resources to permit a Member 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

In an emergency situation with notification to the Principal, a Member 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

ARTICLE 15 - MISCELLANEOUS LEAVES OF ABSENCE (Continued)

15.05.00 -School Business

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

15.06.00

A Member shall be granted a leave of absence by the Executive Officer of Human Resources without loss of salary, allowances, fringe benefits or sick leave credits in the following circumstances:

15.06.01

when writing an academic, trade or professional examination;

15.06.02

when attending the Member's post-secondary graduation or that of a spouse, son, daughter, step-son, step-daughter, or parent, or step-parent.

15.07.00

The Executive Officer 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 Member 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:

15.07.01

the Member is in receipt of remuneration or honorarium for the course *or* activity to be attended, or

15.07.02

the course taken has a bearing on salary classification, or

15.07.03

the Member's absence requires the engagement of an occasional teacher, or

15.07.04

a Member 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

The Board may grant to any Member leave from duty without loss of pay, for all absences recommended under the terms of the Professional Development Fund.

15.09.00 - Speaking Engagements

Subject to the approval of the Executive Officer of Human Resources, a leave of absence may be granted with pay for a Member to speak at a conference, seminar, or workshop provided a copy of the letter requesting the Member to participate is forwarded through the Principal to the Executive Officer of Human Resources.

## **ARTICLE 15 - MISCELLANEOUS LEAVES OF ABSENCE (Continued)**

### **15.10.00 - Religious Holy Days**

Subject to the approval of the Executive Officer of Human Resources, a Member may be granted up to a maximum of three (3) days annually 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 Business Leave**

Subject to a minimum notice of three (3) instructional days being given to the Member's Principal and with the approval of the Executive Officer of Human Resources, a Member may be granted a leave of absence for reasonable personal business reasons as follows:

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

### **15.12.00**

Subject to a minimum notice of ten (10) instructional days being given to the Member's Principal, a Member may be granted, with the approval of the Executive Officer of Human Resources a leave of absence to participate in a significant national or international event. Terms of such leave will be specified on an individual basis by the Executive Officer of Human Resources.

### **15.13.00**

On the recommendation of the Executive Officer of Human Resources, the Board may grant, to any Member 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:

#### **15.13.01**

Requests for a leave of absence including the reason for requesting the leave, should be submitted, in writing, to the Executive Officer of Human Resources prior to February 15 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. Members have the right to purchase benefits subject to payment of premium costs.

#### **15.13.02**

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



**ARTICLE 15 - MISCELLANEOUS LEAVES OF ABSENCE** (Continued)

15.13.03

- i. Each Member returning from a leave of absence of two years or less shall be assigned back to the school which the Member left;
- ii. Each Member returning from a leave of absence of more than two (2) consecutive years shall be assigned back to the educational area which the Member left (East, West, or North), subject to the availability of a suitable vacancy in their respective area;
- iii. The position of such Member with respect to a surplus declaration in the school in which they left, or redundancy in the system, shall be governed by the provisions determining surplus and/or redundancy which are in effect.

15.13.04

A Member 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 Executive Officer of Human Resources prior to February 15th.

15.13.05

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

Teaching experience will be granted (subject to the conditions governing teaching experience in 08.05.00 to 08.05.04) to Members 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 Member'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.

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The Board agrees to provide the opportunity for members 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 Member is to be exchanged.

Members 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

Members 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 Member and receipt from a legally qualified medical practitioner stating that the Member 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 Member 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 December 31, 2000:**

Subject to the approval of the Executive Officer of Human Resources, credit for actual teaching experience, beyond seventeen (17) week Pregnancy Leave and thirty-five (35) week Parental Leave, of up to four (4) additional weeks shall be granted to a Member where the Member 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.

#### **16.01.00**

#### **Effective December 31, 2000:**

Pregnancy Leave shall be governed by the Employment Standards Act and any amendments thereto. A Member 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.

#### **1**

#### **Effective December 31, 2000:**

Leave shall be available to a Member 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 Member 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 Member as specified in the Employment Standards Act. A Member 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 Member, 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 Member shall accumulate seniority during this leave. Members have the right to purchase benefits, subject to payment of premium costs.

**ARTICLE 16 - PARENTING LEAVES (Continued)**

**16.04.00**

**Effective December 31, 2000:**

Members **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 Member to report, in writing, to the Principal, the Member's readiness and medical fitness to resume the Member's duties.

**16.06.00**

The Member 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 Member 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 Member concerned should be observed in arranging the dates for the commencement and termination of Pregnancy Leave, Adoptive Leave and Parental Leave. The Member 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 Member 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 Member is medically fit to resume duties.

**16.09.00**

Any Member 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 two (2) days with pay, not chargeable to sick leave and one (1) day with pay, 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 Member's child, or in the case of adoption, when the child becomes available.

ARTICLE 16 -PARENTING LEAVES (Continued)

16.11.00

Effective September 1, 2002:

A Member granted a Pregnancy Leave or Adoptive Leave pursuant to this Article as specified in Clauses 16.01.00 and 16.02.00 which commences on or after September 1, 1993 shall be compensated by the Board under a Human Resources Development Canada ("H.R.D.C.") approved supplementary benefit plan for the two (2) week waiting period under E.I. at a weekly rate equal to 60% of the Member's weekly insurable earnings under H.R.D.C., provided that the Member:

- i. is eligible for maternity or adoptive leave benefits under E.I. laws and regulations;
- ii. makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.;
- iii. a Member disentitled or disqualified from receiving E.I. benefits shall not be eligible for Supplementary Employment Benefits (SEB). A SEB payment shall be made only when it has been verified that the Member has applied and qualified for E.I.;
- iv. the two week waiting period before E.I. benefits commence is the maximum number of weeks for which SEB is payable; and

the supplementary benefit plan shall be subject to approval by E.I.

Effective September 1, 2003:

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

16.11.02

Effective September 1, 2003:

- a) A Member 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 8 week period immediately following the birth of a child.

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

To receive pay, the Member 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 Member taking the leave.

The eight (8) week period will include the two (2) week waiting period and is not in addition to the 17 week Pregnancy Leave maximum and 35 week parental leave maximum.

ARTICLE 16 - PARENTING LEAVES (Continued)

- b) If not eligible for EI, the Member will be entitled to regular compensation from the member'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 Member's illness is a direct result of either the pregnancy or birth of the child.
- c) It is understood that a Member's total compensation during the Pregnancy Leave will not be greater than the total compensation the Member would receive if actively at work during the period of the Pregnancy Leave.

ARTICLE 17 - ADVERTISING OF VACANCIES

17.00.00

All vacancies for positions which would employ Members 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** Members, there shall be one (1) internal advertisement in April

17.01.01

Internal advertising of positions shall be by posting in all locations where Members work, and electronically on Board E-Mail systems 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 OSSTF, District 20 TBU President.

**ARTICLE 17 - ADVERTISING OF VACANCIES** (Continued)

**17.01.03**

After all surplus Members 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 Members 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 Members, then to Members with less than full-time assignments.

If vacancies still exist after the above process, first consideration shall be given to Continuing Education Teachers (**Part B**) who wish to be considered for vacancies covered by **Part A** of this Agreement. Second consideration shall be given to Occasional Teachers who wish to be considered for vacancies covered by **Part A** of this Agreement. Continuing Education and Occasional Teachers should indicate their interest in writing to the Manager of Human Resources (Secondary), 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: staff with first right of refusal, surplus placement, offering to members with less than a full-time assignment, continuing education teachers (Part B), occasional teachers, external applicants.

**17.02.00**

In exceptional circumstances, involving the needs of individual Members and following consultation with the school Principal(s) and the O.S.S.T.F. District 20 TBU President, the Executive Officer of Human Resources may place a Member 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) members appointed by the Bargaining Unit.

**18.00.01**

The Committee shall:

- a) review by February 15 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 OSSTF 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.

**18.00.02**

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

**18.01.00**

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

## ARTICLE 18 –STAFF ALLOCATION AND WORKLOAD PROVISIONS (Continued)

### 18.02.01

- a) In a semestere school, a teacher shall be assigned no more than the equivalent of a maximum of 3 credit programs per semester, or equivalent for a non-semestered school unless there is agreement by the teacher, the union and the Board.
- b) A full-time classroom teacher shall be assigned 6 sections.
- c) Each secondary school shall be allocated 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 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 teaching periods per school year, all teachers will be assigned Additional Professional Assignments (APA's). Additional Professional Assignments 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) In the 2005/2006 school year, each full-time teacher will be responsible for up to 72 half periods of Additional Professional Assignments. A maximum of 31 may be used for on-calls. The remainder may be used for supervision and teacher/ student mentoring.
- b) In the 2006/2007 school year, each full-time teacher will be responsible for up to 68 half periods of Additional Professional Assignments per year. A maximum of 29 may be used for on-calls. The remainder may be used for supervision and teacher/ student mentoring.
- c) In the 2007/2008 school year, each full-time teacher will be responsible for up to 64 half periods of Additional Professional Assignments per year. A maximum of 27 may be used for on-calls. The remainder may be used for supervision and teacher/ student mentoring.
- d) On-call assignments shall be equitably distributed among all teachers.
- e) 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



**ARTICLE 18 – STAFF ALLOCATION AND WORKLOAD PROVISIONS (Continued)**

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), b) or c).

- f) Supervisions shall be assigned in an equitable manner to all teachers.
- g) 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.
- h) 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 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 3 periods without a break, 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 TBU President.

If a teacher does not agree with the teaching of 3 periods without a break, then the Principal will rearrange the teaching assignment to eliminate the requirement to teach 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**

Members 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.

**ARTICLE 18 – STAFF ALLOCATION AND WORKLOAD PROVISIONS (Continued)**

18.09.00

For 2004-05, 2005-06, 2006-07, 2007-08:

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 31<sup>st</sup> and March 31<sup>st</sup> of each school year the total pupil teacher contacts (PTC) for each teacher **will** be determined in accordance with the guidelines in Article 18.11.00

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.

**ARTICLE 18 – STAFF ALLOCATION AND WORKLOAD PROVISIONS (Continued)**

18.13.01

For fifth week and in-danger periods, a report 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 may consist of a letter of concern, a markbook printout, a checklist or an in-danger notification.

**ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS**

19.00.00

The possible need to release any Member 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 Bargaining Unit.

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.

19.01.00 - Step 1: Surplus to School

19.01.01

A Member 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 Bargaining Unit, shall have developed lists of Members 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 Member in the Member's school prior to the last teaching day of December, and if the Member believes that the Member has been incorrectly placed on the list the Member shall so advise the Executive Officer of Human Resources by January 20.
- c) The Bargaining Unit shall be provided with a copy of such lists.
- d) A Member who believes the Member 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.

**ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS (Continued)**

19.01.03

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

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

19.01.04

A Member who holds a continuing position of responsibility shall be excluded from the procedures in Article 19.01.03, but a Member 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 Member being identified as surplus to a school, however, every effort shall be made to accommodate the Member in another subject in the same school if the Member:

- 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 mutual consent in accordance with the Regulations.

19.01.06

The Principal shall keep the Branch President and one (1) additional O.S.S.T.F. Member from the school appointed by the Bargaining Unit, informed throughout the in-school surplus procedures and shall:

- a) review and receive input from the Members 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 Members 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 Member, or teacher opening, for the next school year;
  - iv) the list of school needs, and;
  - v) the names of the Members who are surplus to the staffing requirements of the school.

ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS (Continued)

19.01.07

The Principal shall meet with the Branch President and one additional O.S.S.T.F. Member appointed by the Bargaining Unit to review: the list of vacancies, the list of Members 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 Member with less seniority as defined in Article 19.

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

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

19.01.08

The Executive Officer of Human Resources shall, in consultation with the Principal, identify and notify in writing by April 15, each Member 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, Members who have been declared surplus to a school shall have 15 days to grieve their surplus declaration.

19.01.10

Members 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 Members 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 District 20 OSSTF office within 3 school days. Members' 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 Bargaining Unit 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 Member declared surplus to a school shall be assigned according to seniority to teach in a subject, or combination of subjects for which the Member is qualified, in accordance with Article 19.01.02.

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

**ARTICLE 19 – SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS** (Continued)

19.02.04

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

- i. for which the Member is qualified; and
  - a) for Members declared surplus during the staffing process for the 2005-2006 school year, a vacancy which may arise and is designated for the beginning of September 2005, February 2006 or September 2006; and,
  - b) for members declared surplus during the staffing process for the 2006-2007 school year, a vacancy which may arise and is designated for the beginning of September 2006, February 2007 or September 2007.
  - c) for members declared surplus during the staffing process for the 2007-2008 school year, a vacancy which may arise and is designated for the beginning of September 2007, February 2008 or September 2008.
- ii. which exists in the secondary school from which the Member was transferred; and
- iii. provided that the Member notifies the Executive Officer of Human Resources in writing by May 31 in the year in which the Member is informed of the placement or within ten (10) days of being informed of the placement in another secondary school (whichever is later) of the Member's desire of such consideration.

19.02.06

Where the original placement, as described in 19.02.05, was completed through the request of the Member, the Member 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 Member's desire for such consideration within ten (10) days after the date the Member obtains the new position requested.

19.03.00 - Step 3: Excess to Region

19.03.01

On or before May 1, Members 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.

**ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS (Continued)**

**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 Member who was originally declared surplus to that school shall fill the available position.
- b) Members' preferences shall be considered in order of seniority.

**19.03.04**

On or before May 15, the Board shall identify those Members 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 Member 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 Members and Members declared excess to region, the Executive Officer of Human Resources may declare Members redundant to the system.

**19.04.02**

The number of Members 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 Members, 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 Members with lesser seniority. Members who have been declared surplus or excess to region and who thereby displace another Member with lesser seniority must be qualified according to Regulation 298, Operation of Schools - General, to fill such teaching positions.

**19.04.04**

Members 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 Member may be terminated by the Board and such termination becomes effective August 31 of such year.

**19.04.05**

All Members 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.

**ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS (Continued)**

19.04.06

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

19.04.07

Redundant Members shall have access to a basic benefit plan at the Member's own cost during the period for which the Redundant Member is eligible for recall.

19.05.00 - Severance Pay

19.05.01

Members 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.

19.05.02

Severance pay shall be made at the rate of 1/25th 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 Member by October 15 in the calendar year in which the Member's employment is terminated.

19.05.04

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



ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS (Continued)

19.06.00 – Recall

19.06.01

All Members 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 Member:

- 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 Member'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

19.06.02

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

19.06.03

Where a Member is recalled and accepts a position to commence on or after October 15, that Member'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 Bargaining Unit Members who have been declared redundant.

19.06.05

Bargaining Unit Members who are eligible for recall shall file with the Board their most recent address and telephone number.

19.06.06

When a position becomes available, the Board shall attempt to contact the Member 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 members 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.

**ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS (Continued)**

19.08.00 - Seniority Effective from September 1, 1981

a) Teachers who are Bargaining Unit Members 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 become Bargaining Unit Members 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 member 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 Member 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 Member as actual teaching experience by the Executive Officer of Human Resources in accordance with clause 08.05.03;
- 10) the period the Member is receiving benefits under the **Long** Term Disability Income Protection Insurance Plan.

19.08.05

A Member shall lose seniority rights if:

- 1) the Member is discharged;
- 2) the Member quits or resigns;
- 3) the Member retires or is retired;
- 4) the Member's employment is terminated pursuant to the Education Act and **the** Regulations;
- 5) the Member'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.

**ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS (Continued)**

**19.08.06**

- a) Prior to September 1, 1998 where two (2) or more Members are tied in seniority within one (1) category as outlined in clause 19.08.02 of the 1996 - 1998 Collective Agreement between the Halton Board of Education and OSSTF District 9, the Member who is more (or most) senior shall be the Member who:
- 1) has the most number of years of actual teaching experience with the Board as a secondary teacher; and where equal
  - 2) has, with the 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) has the earliest date on the acceptance of position form with the Board; and where equal
  - 6) the remaining Members 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.
- b) Effective September 1, 1998 where two (2) or more Members are tied in seniority, the Member who is more (or most) senior shall be the Member 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 Members 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 Member 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 Member 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.

**ARTICLE 19 - SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS** (Continued)

**19.08.08**

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

**19.08.09**

For the purpose of developing a seniority list, Members 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 Members 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 Members work, a Member 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 Member will be provided within fifteen (15) instructional days of receipt of the request subject to the Member providing the required appropriate documentation substantiating the request. Failing such objection, the said seniority list shall be each Member's correct seniority.

**19.08.11**

Following the appeal procedure in 19.08.10, a Member 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 Members of the Bargaining Unit, the Board and the Bargaining Unit recognize the following consideration:

**21.00.01**

Members of the Bargaining Unit 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 O.S.S.T.F. District 20 TBU President and the Chair of the TBU Council of O.S.S.T.F. District 20 immediately the situation is evident;

21.00.03

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

21.00.04

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

21.00.05

a Member shall, if directed, be required to fulfil the Member'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 Member shall carry on the regular professional duties to the best of the Member'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 Member, the obligation of a Member 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 Bargaining Unit, the Bargaining Unit President or designate as identified in writing; for the Board, the Director or designate as identified in writing. The Board or Bargaining Unit 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.

**ARTICLE 22 - REDRESS PROCEDURE** (Continued)

**22.03.00 - Individual Grievance**

**22.03.01 - Informal Step**

It is understood that there is no grievance until the Member has first given the immediate supervisor (e.g. Principal, in the case of Members in schools) an opportunity to adjust the complaint. A Member 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 Member. A Member may request Bargaining Unit assistance at the meeting with the immediate supervisor. The immediate supervisor's response to the Member shall be given in writing within fifteen (15) days following the aforementioned discussion between the member 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 Bargaining Unit may submit the grievance to the Executive Officer of Human Resources or designate. The Executive Officer of Human Resources or designate shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit, 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. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Bargaining Unit representative and the Executive Officer of Human Resources, or designate.

**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 Bargaining Unit.

**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 Bargaining Unit may submit the grievance to the Director. The Director shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit 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 Bargaining Unit representative and the Director.

**22.03.05**

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

**ARTICLE 22 - REDRESS PROCEDURE (Continued)**

**22.04.00 - Bargaining Unit Policy Grievance and Board Policy Grievance**

**22.04.01**

The Bargaining Unit 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 Bargaining Unit policy grievance, the grievance shall be signed by the President of the Bargaining Unit 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 Bargaining Unit 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 President of the Bargaining Unit for resolution.

**22.04.03**

The reply of the Director, in the case of a Bargaining Unit policy grievance, or the reply of the President of the Bargaining Unit 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 President of the Bargaining Unit, 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.



**ARTICLE 22 - REDRESS PROCEDURE** (Continued)

**22.05.03**

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

**22.06.00 - Arbitrations**

**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 Bargaining Unit 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 Member 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 Bargaining Unit or Members from addressing letters of **inquiry** to the Board **through** the Director.

**ARTICLE 22 - REDRESS PROCEDURE (Continued)**

**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 Member's rights. Documentation, indicating a Member's involvement in a grievance or arbitration, shall not be included in the Member's file held by the Board or agent of the Board.

**ARTICLE 23 - 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 Member shall be provided with a copy of any written report directly pertaining to that Member.

**24.00.01**

A Member 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 Member shall have the right to attach a statement of dissent.

**24.00.02**

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

**24.00.03**

A disciplinary or adverse report may be removed from a Member's files at the discretion of the Executive Officer of Human Resources. A Member shall have the right to request the removal of any disciplinary or adverse report from a Member'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 District 20 OSSTF prior to making changes to the Board's policies and procedures with respect to Secondary Teacher Performance Appraisal.

## **ARTICLE 24 - PERFORMANCE REPORTS (Continued)**

### **24.01.03**

Members in Positions of Responsibility shall not conduct teacher performance appraisals, but ~~this~~ shall not preclude members in Positions of Responsibility from participating in programs of assistance.

### **24.01.04**

With the permission of the teacher, the Board will notify the Bargaining Unit within 5 days of when a teacher receives an unsatisfactory rating in accordance with the 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 Member covered by this Collective Agreement;
- e) information and data respecting the teacher complement and pupil enrolment;
- f) a scattergram showing the number of Members 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 Member on a regular part-time assignment shall be subject to the Articles of this Collective Agreement.

**ARTICLE 26 - PART-TIME TEACHERS (Continued)**

26.01.00

Effective September 1, 2001:

Effective for the school year 2001-02, Members on a part-time assignment shall receive salary and allowances as indicated in Article 10 and sick leave credits pro-rated in the ratio that the teacher's assignment bears to a full-time assignment of 6.67 consisting of credit courses, credit equivalent courses, **TAP**, on-calls, supervision and remedial time, if assigned.

Effective September 1, 2002:

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

26.01.02

For Members 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 Member 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 Member 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 Member employed on a regular part-time assignment shall have sick leave determined in accordance with clause 14.03.00.

26.05.00

A Member may request in writing to the Executive Officer 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 Executive Officer of Human Resources.

**ARTICLE 26 - PART-TIME TEACHERS (Continued)**

**26.05.01**

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

**26.05.02**

A Member 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 Member shall, for purposes of surplus procedures, be a member of the ~~staff~~ of the school in which the Member was teaching part-time.

**26.06.00**

Members 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 Members have registered their desire with the Executive Officer of Human Resources, with a copy to the Principal, prior to March 1. If more than one (1) Member is eligible for such assignment, the Member with the greatest seniority as defined in the Collective Agreement shall be assigned to the position.

**26.07.00**

Part-time Members 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 Executive Officer of Human Resources.

**26.09.00**

It is understood that, unless specifically identified otherwise, the application of any appropriate Articles for Members 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 Members. 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 Member will assist to the best of his/her ability to ensure the safety and well-being of the student. No Member, however, is required to carry out medical/physical procedures as part of his/her regular duties.

## **ARTICLE 27 - HEALTH AND SAFETY (Continued)**

### **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 Member. Such equipment will be provided at no cost to the Member.

The member shall wear the personal protective devices provided by the employer.

## **ARTICLE 28 - DUES DEDUCTIONS**

### **28.00.00**

On each pay date on which a Member is paid, the Board shall deduct from each Member the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

### **28.00.01**

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

### **28.00.02**

Dues specified by the Bargaining Unit in 28.00.00 shall be deducted and remitted to the Treasurer of the Bargaining Unit no later than the fifteenth (15<sup>th</sup>) 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 Bargaining Unit.

### **28.01.00**

The Board shall deduct from the first salary instalment received by a Member in a school year, an amount of money as determined by the local Bargaining Unit for the O.S.S.T.F. District 20 TBU Annual Local Levy.

### **28.01.01**

The Bargaining Unit shall notify the Board, in writing, over the signature of the TBU 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.

**ARTICLE 28 – DUES DEDUCTIONS (Continued)**

28.01.02

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

28.02.00

O.S.S.T.F. and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by O.S.S.T.F. and/or the Bargaining Unit.

**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 Members.

29.01.00

The Board agrees to provide new employees with a copy of the Collective Agreement, the name of the TBU President, and the address and telephone number of the District 20 office. The Board and the Bargaining Unit 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 members for Union business at all schools and workplaces provided that this does not interrupt the instructional day.
- b) The Board shall provide the Bargaining Unit 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 Bargaining Unit 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 members.

29.05.00

Before a formal disciplinary meeting, or a meeting to discuss a negative evaluative report occurs that involves a Member, the Member will be informed of the right and encouraged to have an OSSTF or Bargaining Unit representative present at such a meeting.

## **ARTICLE 30 - ADMINISTRATIVE POSITIONS**

### **30.01.00**

The Parties agree that an employee who is a member of the Bargaining Unit 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 Member 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 Member 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 Member is greater.
- b) There will be no additional compensation to the Member'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/Bargaining Unit dues.

### **30.01.03**

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

### **30.01.04**

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

### **30.01.05**

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

### **30.01.06**

The use of a Bargaining Unit Member as an Acting Administrative Teacher shall not result in any supervisions or other additional duties for Members of the Bargaining Unit.

### **30.02.00**

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.



ARTICLE 30 - ADMINISTRATIVE POSITIONS (Continued)

30.02.01

The Bargaining Unit Member shall receive the applicable salary in accordance with Step 0 of the Vice-Principals' Salary Schedule. Benefit coverage will continue in accordance with Article 11, under the Collective Agreement.

30.02.02

The Bargaining Unit Member in an Acting Vice-Principal position, shall be entitled to return to the Member's former position in the Bargaining Unit if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the Member's term(s) as Acting Vice-Principal does not exceed 193 school days in any school year. Appointment of the same Bargaining Unit Member to a position of Acting Vice-Principal on more than one occasion shall require the written mutual consent of the parties.

30.02.03

The Member acting in a Vice-Principal role shall continue to have deductions of Union/Bargaining Unit dues.

30.02.04

An Occasional Teacher will be hired to replace a Member of the Bargaining Unit, who is appointed as an Acting Vice-Principal.

30.02.05

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

30.03.00

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

30.04.00

The Board and the Union agree that a probationary Vice-principal, who was a Member of the Bargaining Unit immediately prior to the appointment as Vice-Principal may elect to enter a vacant Bargaining Unit position within one school year of the appointment to Vice-principal provided that there are no Members 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 Bargaining Unit, the former Vice-Principal shall be credited with seniority previously earned as a Bargaining Unit member and shall receive no seniority credit for time spent as a Vice-Principal. The Member's seniority date shall be adjusted to reflect the member's Bargaining Unit seniority.

ARTICLE 31 - EMPLOYEE TERMINATION OF EMPLOYMENT

31.00.00

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

**ARTICLE 31 - EMPLOYEE TERMINATION OF EMPLOYMENT (Continued)**

**31.01.00**

Nothing herein prevents a Member 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) members appointed by the Bargaining Unit.

**32.00.01**

The Committee shall meet, as required, at the request of the Bargaining Unit 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 Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.

**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's medical situation is stored in a secure location and in a completely confidential manner.

**34.00.02**

Access to such records and information within the Board shall be strictly limited to the Executive Officer of Human Resources, the Manager of Human Resources and the Human Resources Administrator, the Administrative Assistant to the Executive Officer of Human Resources, the Disability Management Coordinator and the Coordinator of Occupational Health & Safety. Such personnel shall not be members of the Bargaining Unit.

**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

### 1.0 – SCOPE

#### 1.0

The provisions of Part B 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 A of this Collective Agreement.

### 2.0 – DEFINITION

Continuing Education teacher as referred to in Part B 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

Members covered by Part B 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 of ~~this~~ Collective Agreement shall not be applicable to Continuing Education Members save and except those articles specifically referred to below or ~~as~~ specifically set out in Part B.

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 Bargaining Unit a copy of the list of teachers currently teaching Continuing Education credit courses, as at October 15, March 15 and the third (3) 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.

**4.0 - GENERAL PROVISIONS (Continued)**

**4.3**

The Board agrees to provide new employees with a copy of the Collective Agreement, the name of the TBU President, and the address and telephone number of the District 20 office. The Board and the Bargaining Unit 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>Sep. 1, 2004</u> <u>to</u> <u>Aug. 31, 2005</u>	<u>Sep. 1, 2005</u> <u>to</u> <u>Aug. 31, 2006</u>	<u>Sep. 1, 2006</u> <u>to</u> <u>Jan. 31, 2007</u>	<u>Feb. 1, 2007</u> <u>to</u> <u>Aug. 31, 2007</u>	<u>Sep. 1, 2007</u> <u>to</u> <u>Jan. 31, 2008</u>	<u>Feb. 1, 2008</u> <u>to</u> <u>Aug. 31, 2008</u>
Hourly Rates of Pay	39.75	40.55	41.36	41.77	42.52	43.12

**SUPERVISOR-CREDIT COURSES**

Effective September 1, 2004 for incumbents on continuous renewable contracts:

Supervisor  
(Credit Courses)                      \$5,334

Effective September 1, 2004 for those hired on new contracts:

Supervisor  
(Credit Courses)                      \$5,000

**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 Member shall be, except for error, or omission, the salary and allowances provided for in Part B 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 - CUMULATIVE 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 deduction's for each Member and shall render a statement, in hours, to each Member annually of the state of the Member's credit in the plan.

### **6.2**

Full-time Continuing Education Teachers **will** be entitled to twenty (20) days paid sick leave per school year. ~~Part-~~ time teachers will be entitled to paid sick leave for 10% of the periods of instruction and supervision in the Agreement for the teacher's employment in any one school year.

### **6.3 - Absence Chargeable to Sick Leave**

Deduction shall be made from a Member's sick leave credit for the number of days of absence because of personal illness. No salary payments shall be made to the Member for absence beyond the number of days to the Member's credit in the sick leave plan.

### **6.4 - Workplace Safety and Insurance**

Each Member who is injured in the course of employment shall have Workplace Safety and Insurance benefits supplemented from the Member's sick leave account to provide for payment of up to the Member's full salary. After the expiration of any Workplace Safety and Insurance benefits, the Member may **use** the current sick leave credits up to the limit previously established.

## **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 A~~ of this Collective Agreement.

### **7.2**

Continuing Education Members 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 Leave without pay for Continuing Education Teachers shall be in accordance with the terms of the

## 7.0 - LEAVES OF ABSENCE (Continued)

### c) Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual Member'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 A of this Agreement, first consideration shall be given to Continuing Education Teachers who wish to be considered for vacancies covered by Part A of this Agreement. Continuing Education Teachers who wish to be considered for vacancies covered by Part A 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' Federation representing the  
Secondary Teachers, District 20 - Halton  
composed of Members employed by the Board  
(hereinafter referred to as the "Bargaining Unit")

**Board-Wide Positions of Responsibility**

1. The parties agree that OSSTF Members who are currently incumbents in Instructional Coordinator and Instructional Consultant roles, shall continue to be OSSTF members for the time they continue to hold the position.
2. Effective September 1, 1998, new Instructional Coordinator and Instructional Consultant 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~~ 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 26<sup>th</sup> day of May, 2005.

**FOR THE HALTON DISTRICT SCHOOL BOARD**

Dawn Beckett-Morton

Ruth Peden

Carla Kisko

Terry Ruf

Gary Crocker

Kelley Terry

Allison DeFazio

\_\_\_\_\_

**FOR THE OSSTF TEACHERS' BARGAINING UNIT**

Casey Kalvaitis

Linda Kratina

Stephen Lindeman

Jim Young

Onna Erstikaitis

Terry Vandenbroek

Brad Fisher

Ingrid Whittaker

Ann MacDougall



Letter of Agreement  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")  
and  
The Ontario Secondary School Teachers' Federation representing the  
Secondary Teachers, District 20 - Halton  
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(hereinafter referred to as the "Bargaining Unit")

**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 26<sup>th</sup> day of May, 2005.

FOR THE HALTON **DISTRICT** SCHOOL  
BOARD

Dawn Beckett-Morton

Ruth Peden

Carla Kisko

Terry Ruf

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Allison DeFazio

\_\_\_\_\_

FOR THE OSSTF TEACHERS'  
BARGAINING **UNIT**

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between  
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The Ontario Secondary School Teachers' Federation representing the  
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(hereinafter referred to as the "Bargaining Unit")

Health & Safety

The Bargaining **Unit** will appoint members to the committee to be established by the Board to review the reporting of incidents of aggression that are occurring in schools.

The mandate of the committee will include the review of established protocols for dealing with such incidents and recommend actions to be taken.

Dated at Burlington this 26<sup>th</sup> day of May, 2005.

FOR THE HALTON DISTRICT SCHOOL  
BOARD

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LETTER OF AGREEMENT

between

The Halton District School Board  
(hereinafter referred to as the "Board")

and

The Ontario Secondary School Teachers' Federation representing the  
Secondary Teachers, District 20 - Halton  
composed of Members employed by the Board  
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Teachers Development Account

A one-time fund totalling \$476,928 provided by the Ministry of Education for the Teachers Development Account will be forwarded to the Bargaining Unit for distribution to eligible teachers in accordance with this Letter of Agreement.

An amount shall be paid to each Teacher who makes a claim and was on the Board's payroll, or on a statutory pregnancy/adoptive/parental leave of absence, for all or part of the 2004-2005 school year. Teachers with less than 1.0 FTE during the 2004-2005 school year shall receive a prorated portion of this amount. It is understood that the total amount payable shall not exceed the total amount provided for this purpose by the Ministry of Education.

In the event the government further adjusts this funding allocation or provides additional funding for new hires subsequent to the date of ratification, the parties shall meet to determine the specific allocation to individual teachers.

These funds shall be used for expenses incurred for Teacher-determined professional development and/or professional resources.

Teachers shall be entitled to submit a claim form attaching valid proof of expenditures for reimbursement to the Bargaining Unit on or after June 1, 2005 until June 1, 2006 and shall be reimbursed by the Bargaining Unit. The Bargaining Unit shall retain copies of all receipts submitted for reimbursement, which shall be provided to the Board in the event that it is required for audit purposes.

Any unclaimed amounts, which could otherwise have been paid to Teachers, shall be retained by the Bargaining Unit to be subsequently used for professional development for members of the Bargaining Unit. The Bargaining Unit shall submit a final report to the Board by August 31, 2006 which summarizes the professional development expenditure plan for these funds.

Neither the Bargaining Unit nor the Board are liable for any tax implications that may arise as a result of these payments.

If any aspect of this Letter of Agreement is in conflict with a direction or guideline from the Ministry of Education concerning the Teachers Development Account, the parties shall meet to discuss and resolve the matter.

Dated at Burlington ~~this~~ 26<sup>th</sup> day of May, 2005.

FOR THE HALTON DISTRICT SCHOOL  
BOARD

Dawn Beckett-Morton

**Ruth** Peden

Carla Kisko

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FOR **THE** OSSTF TEACHERS'  
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between  
The Halton District School Board  
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(hereinafter referred to as the "Bargaining Unit")

**Pupil Teacher Contacts**

The Board and the Bargaining Unit **will** monitor through Staffing Advisory Committee the implementation of Clause 18.11.01 during the 2005-06 school year.

The parties agree that any **issues** arising from the implementation of 18.11.01 will be addressed through the Staffing Advisory Committee and **will** not be subject to the grievance process for the 2005-06 school year only.

Dated at Burlington this 26<sup>th</sup> day of May, 2005.

**FOR THE HALTON DISTRICT SCHOOL  
BOARD**

**FOR THE OSSTF TEACHERS'  
BARGAINING UNIT**

Dawn Beckett-Morton

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between  
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Salaries

If the Provincial government provides to the Board additional funding specifically for secondary teacher salaries for either or both the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out in Article 10 of this Agreement), then the salaries for that year shall be increased as set out by the government and as outlined below:

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

Dated at Burlington this 26<sup>th</sup> day of May, 2005.

FOR THE HALTON DISTRICT SCHOOL BOARD

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Terry Vandenbroek

Brad Fisher

Ingrid Whittaker

Ann MacDougall

IN WITNESS WHEREOF, THE PARTIES have caused this Collective Agreement to be signed in their respective names by the respective representatives thereunto duly authorized, signed this 26th day of May, 2005.

FOR THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter called "The Board")

FOR THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION  
(hereinafter called "The **Union**")

Signed

Signed

Paul Tate  
Chair, Halton District School Board

Casey Kalvaitis  
President, O.S.S.T.F. District 20 Halton

D.L. Papke  
Director of Education

Linda Kratina  
Staff Officer,  
O.S.S.T.F. District 20 Halton

Dawn Beckett-Morton  
Executive Officer of Human Resources

Stephen Lindeman  
Staff Officer-Designate,  
O.S.S.T.F. District 20 Halton

Ruth Peden  
Superintendent of Education

Jim Young  
Member at Large,  
Collective Bargaining Committee

Carla Kisko  
Superintendent of Business

Onna Erstikaitis  
Member at Large,  
Collective Bargaining Committee

Terry Ruf  
Principal

Terry Vandenbroek  
Member at Large,  
Collective Bargaining Committee

Gary Crocker  
Principal

Brad Fisher  
Member at Large,  
Collective Bargaining Committee

Kelley Terry  
Manager of Human Resources

Ingrid Whittaker  
Member at Large,  
Collective Bargaining Committee

Allison Defazio  
Human Resources Administrator

Ann MacDougall  
Member at Large,  
Collective Bargaining Committee

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