

Collective Agreement

between

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

Representing

**The Secondary Teachers of District 24, Waterloo
of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")**

And

**The Waterloo Region District School Board
(hereinafter called the "Board")**

September 1, 2004

to

August 31, 2008

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ARTICLE I - PURPOSE

- 1.01** It is the intent and purpose of the parties in this Agreement, hereinafter referred to as "the Agreement", to set forth terms and conditions of employment.

ARTICLE II - EFFECTIVE PERIOD

- 2.01** This Agreement shall be in effect from the 1st day of September, 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*.
- 2.02** Notwithstanding the period of notice cited in 2.01, both parties may mutually consent to commence negotiations, with a view to renewal, with or without modifications of this Agreement, prior to ninety days of the expiration date of this Agreement.
- 2.03** If either party gives notice of its desire to negotiate amendments in accordance with section 2.01, or both parties mutually agree to negotiate amendments in accordance with section 2.02, the parties shall meet within fifteen (15) days **from** the giving of notice, or within such further period **as** the parties agree upon, to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.
- 2.04** Revisions may only be made to this Agreement with the mutual written consent of the parties. Each party shall determine its respective bargaining procedures required to provide consent.

ARTICLE III - RECOGNITION

- 3.01** The Board recognizes the OSSTF as the bargaining agent authorized to negotiate on behalf of its Members employed to teach by the Board and assigned as teachers, including temporary teachers, to one or more secondary schools or to perform duties in respect of such schools all or most of the time and occasional teachers who are on the Board's list of occasional teachers and who may be assigned to a secondary school.
- 3.02** The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.03** 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 matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.04** The Board further recognizes the right of OSSTF and/or the Bargaining Unit to represent a Member at any meeting when the conduct or competence of the Member is being questioned.
- 3.05** The Bargaining Unit recognizes the **right** of the Board to utilize the services of representatives of the Trustees' Association or any other advisor, agent, counsel, solicitor

or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.

- 3.06** It is agreed that all Letters of Understanding between the Board and the Bargaining Unit and all Appendices to this Agreement are deemed to be part of this Collective Agreement.

ARTICLE IV - UNION DUES

- 4.01** On each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 4.02** The OSSTF dues deducted in 4.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- 4.03** Dues specified by the Bargaining Unit in 4.01, if any, shall be deducted and remitted to the Treasurer of the Teacher Bargaining Unit OSSTF District 24, Waterloo at 540 Riverbend Drive, Kitchener, Ontario N2K 3S2 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, their workplace location, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- 4.04** OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE V - NO STRIKE or LOCK-OUT

- 5.01** There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be defined as in the *Education Act* and the *Labour Relations Act* respectively.

ARTICLE VI - MANAGEMENT RIGHTS

- 6.01** Both parties to this Agreement recognize that, subject to this Agreement, it is the **sole** right and responsibility of the Board to operate and manage the affairs of the Board in accordance with the statutes and regulations of Ontario, and that the Board agrees to precede any change to policy which affects Bargaining Unit members by written communication to the Bargaining Unit President.

ARTICLE VII - UNION RIGHTS

- 7.01** No Member shall be discharged, demoted, disciplined or suspended without just cause.
- 7.02** The parties agree that there shall be no discrimination practiced against Members contrary to the Human Rights Code, nor based on membership in the Union.

- 7.03** A Member who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be entitled to have a Bargaining Unit representative present. The Member shall be informed of this entitlement to representation prior to the meeting, unless the Board advises the Bargaining Unit about the meeting in advance of the meeting.
- 7.04** The Bargaining Unit shall be allowed to carry out Union business on the Board's premises at reasonable times and in reasonable locations.
- 7.05** The Bargaining Unit and its members shall have reasonable access to school fax machines in order to communicate between the worksite and District Office at a nominal fee established by school policy for non-Board business.
- 7.06** The Bargaining Unit shall continue to have reasonable access to the Board's courier service and the Board's electronic communications service for communication with its Members and with the Board.

ARTICLE VIII - LABOUR/MANAGEMENT RELATIONSHIPS

- 8.01** The Board agrees to provide new Bargaining Unit Members with a copy of the Collective Agreement, a copy of the most current Benefits Booklet (if applicable), the name of the Bargaining Unit President and the address and telephone number of the District 24 OSSTF office.
- 8.02** The Bargaining Unit shall notify the Board annually in writing the names of its representatives as follows: officers, including grievance officer, collective bargaining members, and branch presidents.
- 8.03** The Board shall designate bulletin board space for the use of all Members of the Bargaining Unit at an appropriate location and of a reasonable size at each worksite upon which the Union, only, shall have the right to post notices relating to matters of interest to the Union and its members.
- 8.04** Board data and information concerning qualifications, allowances, salaries, paid benefits, and many other data relevant to the negotiation and administration of the Collective Agreement shall be made available to the Bargaining Unit upon request, if such material has been or will be produced for the Board's use.
- 8.05** The Board agrees to provide annually each Bargaining Unit Member with notification of the following information: category classification, grid step placement, salary, allowances, benefit plan participation, and accumulated sick leave credits as of August 31st. The Board will endeavour to provide the above information by January 31 of each year.

ARTICLE IX - CATEGORY DEFINITIONS AND IMPLEMENTATIONS

- 9.01** In each school year of this agreement, Category definitions shall be those outlined as of September 1st in the Ontario Secondary School Teachers' Federation Certification Charts, and in all cases, the certification rating statement issued by the O.S.S.T.F. Certification Board shall be accepted as clear evidence of category. All certification booklets must have Board approval.

- 9.02** All Members employed on interim Certificates of Qualifications or Letters of Eligibility shall be paid according to the certification rating statement issued by the O.S.S.T.F. Certification Board.
- 9.03** Newly employed Secondary School Members who lack basic qualifications for teaching in Ontario secondary schools shall be paid not less than Category 1.
- 9.04** It shall be incumbent upon the Member to provide documented proof in the form of a Certification Rating Statement from the O.S.S.T.F. as to the Member's appropriate group classification.

At the time of hire, the Board shall inform the Member in writing of the requirement to submit a Certification Rating Statement within five (5) months of the effective date of hire in order to receive a salary adjustment retroactive to the effective date of hire. In the event the Member is unable to meet the above timeline for reasons beyond the Member's control, the Member must so notify the Board in writing within the five-month period and the Board may grant an extension.

In the event the Certification Rating Statement is not provided or an extension has not been granted within five months of the date of hire, any retroactive salary adjustment shall be made at the beginning of the semester/term (September 1st or approximately February 1st) in which the Statement is provided.

- 9.05** In each school year of this agreement, all Secondary School Members newly employed, both experienced and inexperienced, shall be placed, without exception, in the category group for salary purposes consistent with O.S.S.T.F. Certification Charts on September 1.
- 9.06** A Member who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount in addition to the increment where applicable.

Where a Member qualifies prior to September first (1st) for a change in category, the adjustment will be made effective from the beginning of school in September of that year. Where a Member qualifies prior to December thirty-first (31st), for a change in category, the adjustment will be made effective January first (1st) of the calendar year following, on submission of the proper documents to the Board. Adjustments are contingent upon proper documentation and such documents must be submitted by March thirty-first (31st) to be effective September first (1st) of the current year or by April thirtieth (30th) to be effective on January first (1st) of the current year.

- 9.07** A Member who transfers from the Elementary panel shall be allowed to retain the rating for salary category established under Board-approved Q.E.C.O. Agreement for a maximum of two (2) years after the Member transfers.

At the end of the two (2) years, a Member must acquire an official Rating Statement from the OSSTF if the member continues to teach in a Secondary School.

- 9.08** Occasional Teachers in Secondary Long-Term Occasional assignments shall have a rating statement for salary category placement based on the OSSTF certification Charts identified in 9.01.

ARTICLE X - BASIC SALARY SCALE AND ALLOWANCES

10.01 (a) For the period September 1,2004:

Year	CATEGORY			
	1	2	3	4
0	36,090	37,528	41,827	44,322
1	38,603	40,316	44,858	47,548
2	41,116	43,108	47,885	50,871
3	43,620	45,904	50,911	54,201
4	46,138	48,698	53,942	57,532
5	48,672	51,491	56,978	60,859
6	51,161	54,284	60,006	64,187
7	53,674	57,077	63,042	67,520
8	56,186	59,866	66,074	70,857
9	58,699	62,665	69,107	74,189
10	61,541	65,453	72,141	77,538

(b) For the period September 1,2005:

Year	CATEGORY			
	1	2	3	4
0	36,812	38,279	42,664	45,208
1	39,375	41,122	45,755	48,499
2	41,938	43,970	48,843	51,888
3	44,492	46,822	51,929	55,285
4	47,061	49,672	55,021	58,683
5	49,645	52,521	58,118	62,076
6	52,184	55,370	61,206	65,471
7	54,747	58,219	64,303	68,870
8	57,310	61,063	67,395	72,274
9	59,873	63,918	70,489	75,673
10	62,772	66,762	73,584	79,089

(c) For the period September 1,2006:

	CATEGORY			
Year	1	2	3	4
0	37,548	39,045	43,517	46,112
1	40,163	41,944	46,670	49,469
2	42,777	44,849	49,820	52,926
3	45,382	47,758	52,968	56,391
4	48,002	50,665	56,121	59,857
5	50,638	53,571	59,280	63,318
6	53,228	56,477	62,430	66,780
7	55,842	59,383	65,589	70,247
8	58,456	62,284	68,743	73,719
9	61,070	65,196	71,899	77,186
10	64,027	68,097	75,056	80,671

(d) For the period February 1,2007:

	CATEGORY			
Year	1	2	3	4
0	37,923	39,435	43,952	46,573
1	40,565	42,363	47,137	49,964
2	43,205	45,297	50,318	53,455
3	45,836	48,236	53,498	56,955
4	48,482	51,172	56,682	60,456
5	51,144	54,107	59,873	63,951
6	53,760	57,042	63,054	67,448
7	56,400	59,977	66,245	70,949
8	59,041	62,907	69,430	74,456
9	61,681	65,848	72,618	77,958
10	64,667	68,778	75,807	81,478

(e) For the period September 1,2007:

Year	CATEGORY			
	1	2	3	4
0	38,606	40,145	44,743	47,411
1	41,295	43,126	47,985	50,863
2	43,983	46,112	51,224	54,417
3	46,661	49,104	54,461	57,980
4	49,355	52,093	57,702	61,544
5	52,065	55,081	60,951	65,102
6	54,728	58,069	64,189	68,662
7	57,415	61,057	67,437	72,226
8	60,104	64,039	70,680	75,796
9	62,791	67,033	73,925	79,361
10	65,831	70,016	77,172	82,945

(f) For the period February 1,2008:

Year	CATEGORY			
	1	2	3	4
0	39,146	40,707	45,369	48,075
1	41,873	43,730	48,657	51,575
2	44,599	46,758	51,941	55,179
3	47,314	49,791	55,223	58,792
4	50,046	52,822	58,510	62,406
5	52,794	55,852	61,804	66,013
6	55,494	58,882	65,088	69,623
7	58,219	61,912	68,381	73,237
8	60,945	64,936	71,670	76,857
9	63,670	67,971	74,960	80,472
10	66,753	70,996	78,252	84,106

10.02 (a) Teachers who leave during a school year shall have their salary prorated based on the number of days worked in each semester multiplied by their FTE workload for those days.

- (b) Full-time teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of sick leave accumulation, benefits and the calculation of retirement gratuity up to the date of retirement/resignation or the commencement of the leave.

10.03 ANNUAL INCREMENTS

The annual increment for recognized teaching experience shall be based on the calculation as shown in section 10.04. Placement on the basic salary scale 10.01, and the Co-ordinators salary scale 10.07, will be based on total experience accumulated as of that date.

10.04 RECOGNITION OF TEACHING EXPERIENCE

Experience as a teacher, including experience as a Long-Term occasional teacher and/or as a continuing education teacher, shall be recognized and calculated as follows:

1. Pregnancy and/or parental leaves shall be considered to be teaching experience for the statutory portion of the leave only.
2. Placement on the salary scale (10.01) will be based on the total accumulated experience as of the date of calculation.
3. Total days of experience are to be considered. For the purposes of Article 10.04, a year's teaching experience is considered to be 194 days.
4. If, at the time of calculation each year, there are 97 or more days experience in excess of full years of experience, these days shall be considered to be equivalent to one year of experience for placement on the grid.
5. Part-time and full-time experience shall be accumulated and paid to the appropriate full year of experience as provided for in Article 10.04 4, and as calculated on August 31 of each year. Part-time teaching experience will be prorated to its full-time equivalent at the time of the calculation each year.
6. Calculation of experience will be completed as of August 31st of each year.
7. Previous teaching experience, excluding previous teaching experience in an elementary or secondary school, (i.e. Armed Services, Adult Education Centre, College of Applied Arts and Technology or University, on full-time employment) will be credited as teaching experience for grid placement in the amount of one grid step for each full year of similar teaching experience up to a maximum of seven (7) years of similar teaching experience.
8. Previous secondary or elementary school teaching experience, prior to employment with the Board, will be granted full recognition on schedule up to the maximum salary for the appropriate category as outlined in section 10.01. Such experience shall be calculated as above.
9. Long-Term occasional teaching experience shall be credited as teaching experience for purposes only of advancement on the grid. Increments shall be granted in accordance with the Board's standard practice as outlined in Article 10.04.

10. Continuing education teaching experience shall be credited as teaching experience for purposes only of advancement on the grid. Each credit taught will accumulate as one-sixth (1/6) years or 33.33 days experience. Increments shall be granted in accordance with the Board's standard practice as outlined in Article 10.04.
11. Documentation related to teaching experience in articles 10.04 (7), (8), (9), and (10) above shall be provided as follows:

At the time of hire, the Board shall inform the Member in writing of any guidelines related to the documentation required to support any previous experience. Such documentation shall be submitted within five (5) months of the effective date of hire. Salary adjustment shall be made retroactive to the effective date of hire.

In the event the Member is unable to meet the above timeline for reasons beyond the Member's control, the Member must *so* notify the Board in writing within the five-month period and the Board may grant an extension.

In the event the documentation required is not provided or an extension has not been granted within five months of the date of hire, any retroactive salary adjustment shall be made at the beginning of the semester/term (September 1st or approximately February 1st) in which the documentation is provided.

10.05 RESPONSIBILITY ALLOWANCES

1. Department Head's Allowance

- (i) Effective September 1, 2004:

Criteria for Responsibility Allowances:

- (a) An allowance of \$5,410 will be paid to the Head of Department.
- (b) An allowance of \$2,705 will be paid to the Assistant Head of Department.
- (c) These amounts shall be in addition to those granted in 10.01 and 10.08.

- (ii) Effective September 1, 2005:

Criteria for Responsibility Allowances:

- (a) An allowance of \$5,518 will be paid to the Head of Department.
- (b) An allowance of \$2,759 will be paid to the Assistant Head of Department.
- (c) These amounts shall be in addition to those granted in 10.01 and 10.08.

- (iii) Effective September 1, 2006:

Criteria for Responsibility Allowances:

- (a) An allowance of **\$5,628** will be paid to the Head of Department Cat. A.
 - (b) An allowance of **\$2,814** will be paid to the Head of Department Cat B.
 - (c) An allowance of \$2,814 will be paid to the Assistant Head of Department.
 - (d) These amounts shall be in addition to those granted in 10.01 and 10.08.
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(iv) Effective February 1, 2007:

Criteria for Responsibility Allowances:

- (a) An allowance of \$5,684 will be paid to the Head of Department Cat. A.
- (b) An allowance of \$2,842 will be paid to the Head of Department Cat B.
- (c) An allowance of \$2,842 will be paid to the Assistant Head of Department.
- (d) These amounts shall be in addition to those granted in 10.01 and 10.08.

(v) Effective September 1, 2007:

Criteria for Responsibility Allowances:

- (a) An allowance of \$5,786 will be paid to the Head of Department Cat. A.
- (b) An allowance of \$2,893 will be paid to the Head of Department Cat B.
- (c) An allowance of \$2,893 will be paid to the Assistant Head of Department.
- (d) These amounts shall be in addition to those granted in 10.01 and 10.08.

(vi) Effective February 1, 2008:

Criteria for Responsibility Allowances:

- (a) An allowance of \$5,867 will be paid to the Head of Department Cat. A.
- (b) An allowance of \$2,934 will be paid to the Head of Department Cat B.
- (c) An allowance of \$2,934 will be paid to the Assistant Head of Department.
- (d) These amounts shall be in addition to those granted in 10.01 and 10.08.

2. Consultant's Allowance

(i) Effective September 1, 2004:

- (a) **An** allowance of \$5,410 will be paid to a Consultant.
- (b) The amounts shall be in addition to those granted in 10.01 and 10.08.

(ii) Effective September 1, 2005:

- (a) An allowance **of \$5,518** will be paid to a Consultant.
- (b) The amounts shall be in addition to those granted in 10.01 and 10.08.

(iii) Effective September 1, 2006:

- (a) An allowance of \$5,628 will be paid to a Consultant.
- (b) The amounts shall be in addition to those granted in 10.01 and 10.08.

(iv) Effective February 1, 2007:

- (a) An allowance of \$5,684 will be paid to a Consultant.
- (b) The amounts shall be in addition to those granted in 10.01 and 10.08.

- (v) Effective September 1, 2007:
 - (a) An allowance of \$5,786 will be paid to a Consultant.
 - (b) The amounts shall be in addition to those granted in 10.01 and 10.08.
- (vi) Effective February 1, 2008:
 - (a) An allowance of \$5,867 will be paid to a Consultant.
 - (c) The amounts shall be in addition to those granted in 10.01 and 10.08.

10.06 COORDINATORS SALARY SCALE

- (i) Effective September 1, 2004:

Year:	Coordinator:
0	\$86,911
1	\$88,466
2	\$90,022
3	\$91,577
4	\$93,132.

- (ii) Effective September 1, 2005:

Year:	Coordinator:
0	\$88,649
1	\$90,235
2	\$91,822
3	\$93,409
4	\$94,995.

- (iii) Effective September 1, 2006:

Year:	Coordinator:
0	\$90,422
1	\$92,040
2	\$93,658
3	\$95,277
4	\$96,895.

- (iv) Effective February 1, 2007:

Year:	Coordinator:
0	\$91,326
1	\$92,960
2	\$94,595
3	\$96,230
4	\$97,864.

(v) Effective September 1, 2007:

Year: Coordinator:

0	\$92,970
1	\$94,633
2	\$96,298
3	\$97,962
4	\$99,626.

(vi) Effective February 1, 2008:

Year: Coordinator:

0	\$94,272
1	\$95,958
2	\$97,646
3	\$99,333
4	\$101,021.

10.07 Any Bargaining Unit members who hold or are appointed to positions as Co-ordinator or Consultant, or who are seconded to Special Assignments within the Board, which are not specifically designated or posted as elementary panel positions, shall be deemed to perform all or a major part of their duties in respect of the Board's secondary schools.

In any dispute concerning 10.07, a committee consisting of two members appointed by the Bargaining Unit and two members appointed by the Board shall review the position and render a decision. In the event that no decision is reached, the Director shall decide.

10.08 RECOGNITION OF POST GRADUATE DEGREES

1. (i) Effective September 1, 2004, the payment for extra degrees granted Teachers, Consultants and Department Heads shall be as follows:

All Masters Degrees	\$1,093
Ph.D., or Ed.D.	\$1,446

(ii) Effective September 1, 2005, the payment for extra degrees granted Teachers, Consultants and Department Heads shall be as follows:

All Masters Degrees	\$1,115
Ph.D., or Ed.D.	\$1,475

(iii) Effective September 1, 2006, the payment for extra degrees granted Teachers, Consultants and Department Heads shall be as follows:

All Masters Degrees	\$1,137
Ph.D., or Ed.D.	\$1,505

(iv) Effective February 1, 2007, the payment for extra degrees granted Teachers, Consultants and Department Heads shall be as follows:

All Masters Degrees	\$1,148
Ph.D., or Ed.D.	\$1,520

(v) Effective September 1, 2007, the payment for extra degrees granted Teachers, Consultants and Department Heads shall be as follows:

All Masters Degrees	\$1,169
Ph.D., or Ed.D.	\$1,547

(vi) Effective February 1, 2008, the payment for extra degrees granted Teachers, Consultants and Department Heads shall be as follows:

All Masters Degrees	\$1,185
Ph.D., or Ed.D.	\$1,569

Only the highest degree is to be recognized and payment is in addition to the annual salary. If a post-graduate degree is used for category qualification, then the above allowances will be reduced by 50%.

2. Where a Member obtains a qualifying post graduate degree prior to September first (1st), the salary adjustment will be made effective from the beginning of school in September of that year. Where a Member obtains a qualifying post graduate degree prior to December thirty-first (31st), the salary adjustment will be made effective January first (1st) of the calendar year following. Adjustments are contingent upon proper documentation and such documents must be submitted by March thirty-first (31st) to be effective September first (1st) of the current year or by April thirtieth (30th) to be effective on January first (1st) of the current year.

10.09 ALLOWANCE FOR RELATED TRADE OR PROFESSIONAL EXPERIENCE

At the discretion of the Board, a salary adjustment will be granted at the time of hire for related experience gained prior to the effective date of hire. For purposes of placement on the grid, related trade or professional experience will be credited as the equivalent of teaching experience in the amount of one grid step for each full year of such related experience up to a maximum of 7 years of related (to teaching) experience.

Related experience for calculation purposes means the year(s) beyond the number required to enter an Ontario Faculty of Education.

At the time of hire, the Board shall inform the Member in writing of the guidelines required to support the grid placement for previous related trade or professional experience and of the requirement to submit such documentation within five (5) months

of the effective date of hire. Salary adjustment shall be made retroactive to the effective date of hire.

In the event the Member is unable to meet the above timeline for reasons beyond the Member's control, the Member must *so* notify the Board in writing within the five-month period and the Board may grant an extension.

In the event the documentation required is not provided or an extension has not been granted within five months of the date of hire, any retroactive salary adjustment shall be made at the beginning of the semester/term (September 1st or approximately February 1st) in which the documentation is provided.

10.10 MEMBERS APPOINTED TO TEMPORARY POSITIONS OF ADDED RESPONSIBILITY

A. ASSISTANT HEADS, DEPARTMENT HEADS, CONSULTANTS AND CO-ORDINATORS

1. (a) A member shall be appointed to **an** Acting Position of Added Responsibility within the Bargaining Unit to replace a Member on **an** approved Leave of Absence of fifteen (15) days or more and shall be paid on the same basis as a Member regularly appointed to a similar position. The appointment to the Temporary Position of Added Responsibility shall be terminated upon the return of the Member on the extended Leave of Absence. The Member in the Temporary Position will be placed in a position similar to the one held prior to the appointment to the Temporary Position of Added Responsibility.
- (b) A Member who has been appointed to a Temporary Position of Added Responsibility as the result of a posted Position of Added Responsibility selection process, shall remain in the position for the duration of the leave of absence of the Member on Leave, subject to satisfactory performance in the position. If the Member on the approved leave is granted an extension beyond two (2) consecutive school years, or if the Member resigns the Position **of** Added Responsibility position after a leave of absence of two (2) consecutive years, the Member appointed to the Temporary Position of Added Responsibility will retain a Position of Added Responsibility, subject to satisfactory performance in the position.
2. A Member without specialist qualifications may be appointed to an Temporary Position **of** Added Responsibility within the Bargaining Unit to replace a Member on an approved Leave of Absence for a period of up to one (1) school year. The period of time may be extended to a maximum of one (1) additional school year by mutual consent of the parties.

B. ACTING PRINCIPAL, VICE-PRINCIPAL AND TEACHER IN CHARGE

1. No Member of the Bargaining Unit shall be appointed Acting Principal, Acting Vice-Principal or Teacher in Charge excepting those appointments outline in 10.10 B 2, 3, 4.
2. (a) A Teacher appointed to replace a Vice-Principal or Principal on a temporary basis for 20 or more consecutive days shall be deemed to be an Acting Vice-principal or Acting Principal and shall be on leave from the Bargaining Unit. For the purposes of this provision, and in accordance with s.277.1 of the Education Act and s.1 of

the Teaching Profession Act, on leave shall mean that, for the duration of the assignment, the Acting Vice-Principal or Acting Principal is not a teacher for the purposes of membership in the Bargaining Unit, the Ontario Secondary School Teachers' Federation or the Ontario Teachers' Federation. The conditions in the Collective Agreement shall not cover an Acting Vice-Principal or Acting Principal, nor shall the Teacher pay union dues or accumulate seniority. However, the Teacher shall continue to be required to participate in the OSSTF Long-Term Disability Plan for the duration of the Acting appointment.

- (b) A Teacher appointed as an Acting Vice-Principal and/or Acting Principal shall be entitled to return to his/her 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 with the Bargaining Unit provided that the Teacher's appointment as Acting Vice-Principal or Acting Principal does not exceed 193 working days or two (2) appointments as Acting Vice-principal or Acting Principal within two (2) years.
 - (c) A Member returning to the Bargaining Unit from an Acting Vice-Principal or Principal position shall have reinstated all accumulated seniority in the Bargaining Unit prior to the date of commencement of the Acting Principal or Vice-principal appointment.
3. With the mutual consent of the Member and the Board and with notification to the Bargaining Unit President, a Member of the Bargaining Unit may take a leave from their teaching position for up to ten (10) consecutive days to participate in a job experience program designed by the Board to allow Members to job shadow a Vice-Principal or Principal.
- (a) A Member may take up to two (2) such leaves within two (2) years provided the absence does not result in any additional work for other Bargaining Unit Members.
 - (b) The Member on a leave identified in 10.10 B 3 will not replace an Administrator at any time and will remain a Member of the Bargaining Unit.
4. In the case of an emergency, a Member may be appointed as Teacher in Charge for a period not to exceed one day. During such time the Member shall be under the supervision of a Supervisory Officer and remain in the Bargaining Unit. The Board shall report such appointments to the Bargaining Unit on a quarterly basis beginning October 31.

10.11 ADJUSTMENTS DUE TO A CHANGE IN POSITION

- 1. In the case of an appointment to a position of added responsibility within the Bargaining Unit where a loss of salary may occur, the appointee shall be allowed to receive payment according to the Member's previous classification until the salary of the previous classification is exceeded by the salary of the classification of the new position.
 - 2. A person in a position of added responsibility within the Bargaining Unit who is reassigned due to a lack of positions available will be placed in a position similar to the one held prior to having been appointed to that position of added responsibility.
-

3. Should a position of added responsibility in the curriculum area for which the Member is qualified become available, the Member, other than a Member placed into an acting position of added responsibility within the Bargaining Unit, shall have the first right of refusal.
4. The salary of the Member, other than a Member placed into **an** acting position of added responsibility within the Bargaining Unit, **so** placed will continue until such time as the Member has been offered and declined a similar position of added responsibility.

ARTICLE XI - METHOD OF PAYMENT

11.01 (a) Annual salaries shall be paid in twenty-six (26) installments, effective September 3, 2004. The payments shall be made on the following dates and shall be equal to 0.03846 of the annual contracted salary.

2004		2005			
September	3	January	7	May	13
September	17	January	21	May	27
October	1	February	4	June	10
October	15	February	18	June	24
October	29	March	4	July	8
November	12	March	18	July	22
November	26	April	1	August	5
December	10	April	15	August	19
December	24	April	29		

NOTE: Deposit Advices for the previous 12 months will be available through the Board's electronic information system. A hard copy of the Deposit Advice for the last pay in September and the last pay in February will be delivered **to** the Member's workplace with **an** explanation of all codes used on the Deposit Advice.

2005		2006			
September	2	January	6	May	12
September	16	January	20	May	26
September	30	February	3	June	9
October	14	February	17	June	23
October	28	March	3	July	7
November	10	March	17	July	21
November	25	March	31	August	4
December	9	April	13	August	18
December	23	April	28		

2006		2007			
September	1	January	5	May	11
September	15	January	19	May	25
September	29	February	2	June	8
October	13	February	16	June	22
October	27	March	2	July	6
November	9	March	16	July	20
November	24	March	30	August	3
December	8	April	13	August	17
December	22	April	27		
2007		2008			
August	31	January	4	May	9
September	14	January	18	May	23
September	28	February	1	June	6
October	12	February	15	June	20
October	26	February	29	July	4
November	9	March	14	July	18
November	23	March	28	August	1
December	7	April	11	August	15
December	21	April	25		

NOTE: If between May 13, 2003 and July 31, 2003, a teacher elected to be paid over ten (10) months, then the teacher will be paid an amount equal to five (5) pays on June 24, 2005, and the teacher will not receive any pays during July and August.

NOTE: The Board will post, on its electronic message system, a reminder regarding procedures to access payroll information on the day of the first pay in September and February. Payroll Deposit Advices for the previous twelve-month period will be available to Members on the Board's electronic information system.

(b) The Board will provide computer access in a private area at the Member's Worksite for the Member to access payroll and other confidential Human Resources data.

11.02 Members who leave the Board's employ or commence an unpaid Leave of Absence during the school year will be paid any salary owing, less required deductions, up to the last day worked. Such payment shall be made within 30 calendar days of the commencement of the leave or termination of employment, or Board approval, whichever is later.

ARTICLE XII - PROBATIONARY PERIOD

12.01 A probationary teacher shall be hired to fill any vacancy arising owing to the death, retirement or resignation of a teacher during the school year, or to replace a teacher whose absence is for a full school year.

12.02 Notwithstanding Article 12.01, a Member may be replaced by a Long-Term Occasional Teacher during the statutory portion of a pregnancy/parental leave.

If the Long-Term Occasional Teacher's assignment extends beyond the statutory portion of a pregnancy/parental leave or extends for the entire school year from September to the end of June, the Long-Term Occasional Teacher will be deemed to have commenced a contract as an Untenured Teacher retroactive to the first day of the Long-Term Occasional assignment. In such case, that Member's probationary period shall commence on the first day following the statutory leave.

- 12.03** A teacher shall serve a probationary period of no longer than one (1) year or ten (10) consecutive working months. Upon successful completion of the probationary period, the Board shall notify the teacher in writing.

ARTICLE XIII - TERMINATION OF EMPLOYMENT

- 13.01** The Board or a Member shall provide twenty (20) school days of written notice of the intention to terminate employment. This Article shall not apply in the case of redundancy governed by Article XX.

- 13.02** Notwithstanding 13.01, a Member may terminate employment during July or August provided written notice has been given no later than July 31.

- 13.03** Nothing herein prevents a Member and the Board from mutually agreeing to the Member's resignation at any time.

ARTICLE XIV - BENEFIT PLANS

1. The Waterloo Region District School Board's Benefit Plan is described in items 14.01, 14.02, 14.03, 14.04, 14.05, 14.06 and 14.07.
2. In the event of a strike or lockout, all benefit plans shall remain in force and shall become the full financial responsibility of the Member or the Federation.
3. A copy of the Group Master Policy or Policies of the Insured Benefit Plan relevant to the Bargaining Unit shall be given to the Bargaining Unit within one month of being received by the Board. In the event that the Board changes Carrier(s) of the Insured Benefit Plan, the Board agrees to implement coverage equal to or greater than coverage as described in the Master Policy(ies).
4. The Board and the Bargaining Unit will cooperate in the publication of a Benefits Booklet to be made available to all employees covered by this Agreement.
5. The Benefits Booklet is deemed to be part of this Collective Agreement.

Coverage under the plan is available as follows:

14.01 EXTENDED HEALTH BENEFITS

1. Members will have the option to participate in a plan that provides the maximum allowable of "Eligible Expenses" not covered by the Ontario Health Plan. This benefit will have a \$25 annual deductible clause for all eligible expenses except semi-private hospital coverage, which shall be fully paid.
2. The cost of the premium to be paid in the following manner:
90% by the Board and 10% by the Member (pro-rated for part-time Members).

Effective September 1, 2005:

The cost of the premium for the basic extended health benefits is to be paid in the following manner, the lesser of:

- 10% as of the June 2005 rate by the Member (pro-rated for part-time members) or
 - 10% of the rate on September 1 by the Member (pro-rated for part-time members)
- and the balance paid for by the Board.

14.02 DENTAL PLAN

1. The cost of the premium for the basic dental plan is to be paid in the following manner:
90% by the Board, 10% by the Member (pro-rated for Part-time Members).

Effective September 1, 2005:

The cost of the premium for the basic dental plan to be paid in the following manner, the lesser of:

- 10% as of the June 2005 rate by the Member (pro-rated for part-time members) or
 - 10% of the rate on September 1 by the Member (pro-rated for part-time members)
- and the balance paid for by the Board.
2. As of November 1, 1977, all members of the Secondary Teaching Staff will have the option to participate in this plan.
 3. After November 1, 1977, every new member of the Board's Secondary Teaching Staff who is not enrolled in a dental plan is required to participate in this plan.

14.03 BASIC GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

1. All members of the Secondary Teaching Staff under contract may select either \$2,000 or \$25,000 coverage.
2. The cost of the premium to be paid in the following manner:
90% by the Board and 10% by the Member (pro-rated for Part-time Members).

Effective September 1, 2005:

The cost of the premium for the basic group life and accident death and dismemberment plan to be paid in the following manner, the lesser of:

- 10% as of the June 2005 rate by the Member (pro-rated for part-time members) or
 - 10% of the rate on September 1 by the Member (pro-rated for part-time members)
- and the balance paid for by the Board.
3. Every new member of the Board's Secondary Teaching Staff is required to participate in the above plan.

14.04 OPTIONAL GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

1. In addition to the basic group life insurance, employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$250,000 in the contract period on the payment of 100% of the premium cost.

2. The Employee may adjust optional insurance coverage each year after being duly notified by the Board. The Employee will have thirty (30) days from receipt of notice to make application for changes.
3. Annual increments of \$10,000 may be made without evidence of insurability.

14.05 OTHER BENEFITS

1. On the death of a Member covered by this Agreement, the Board will continue coverage for the eligible spouse/ dependent(s) of the deceased Member, for a maximum period of two years, on payment of 100% of the premium cost by the deceased Member's spouse/dependent(s).
2. Pensioners are eligible to remain on a group billing for Extended Health and Dental coverage on payment of 100% of the premium cost. Effective September 1, 2001, pensioners will be pooled into a separate group for Extended Health and Dental Coverage.
3. On the death of a pensioner who has retained Extended Health Benefit coverage and/or Dental coverage, the eligible spouse/dependent(s) is eligible to continue such coverage for a maximum period of two (2) years, on payment of 100% of the premium cost, as provided in clause 15.05 (2) above, by the deceased pensioner's spouse/dependent(s).

14.06 ADMINISTRATION OF BENEFIT PLAN

The plan will be administered through the Board office and premiums will be handled by payroll deduction.

14.07 LONG-TERM DISABILITY

1. There shall be a Long-Term Disability Plan paid for by the Members and administered by the Members with assistance from the Board. The Board shall perform the payroll deduction function.
2. Every new Member who is not a Continuing Education Teacher or Occasional Teacher, is required to participate in the plan.
3. Members who are absent from their duties and taking advantage of the provisions of the L.T.D. plan will be placed on L.T.D. status for up to a period of two (2) years when a further appraisal is required according to clause 15.01.4(e).
4. Details of the L.T.D. plan are available upon request from the Bargaining Unit.
5. For the purposes of early intervention, the Board will provide on a biweekly basis to the Bargaining Unit a list of Members who have had a continuous absence of fifteen (15) or more days due to illness or injury.

14.08 EMPLOYMENT INSURANCE REBATE

The Employment Insurance Commission, in recognizing the Waterloo Region District School Board sick leave plan, has agreed to make a rebate of premiums to the Board. Each Member of the Bargaining Unit is entitled to a portion of this rebate.

14.09 GROUP RETIREMENT SAVINGS PLAN

Members who choose to contribute to the Ontario Teachers' Group (OTG) Group Retirement Savings Plan by means of payroll deduction should inform OTG by November 30 for deductions to take place starting January 1 of the following year or by March 15 for deductions to take place starting the first of May.

ARTICLE XV - LEAVE PLANS

15.01 CUMULATIVE SICK LEAVE

1. The object of this plan is to create a cumulative reserve for the benefit of a Member who is not absent from duty because of illness, disability, or family care leave for a number of sick days equal to or greater than the number of sick leave days credited to a Member in that year, which reserve may then be used in whole or in part for either illness, disability, or family care leave after having used the credited allowance for any one (1) year of employment.

2. (a) All Full-time Members shall be included in the plan.
(b) All Part-time Members, and Members who prior to September 1 have applied for and been granted an extended leave, shall be included in the plan on a prorated basis.

3. Method of Calculating Reserve
 - (a) Members employed by the Waterloo Region District School Board, and/or its predecessor boards, shall retain the sick leave credit which they accumulated up to December 31, 1997, but shall not add additional sick leave credit unless such accumulation falls below the maximum set by the Board.
 - (b) During each school year a Member shall be credited with an allowance of twenty (20) days effective the first day of the school year and shall be allowed to accumulate 100% of the number of days credited on which the Member was not absent from duty because of illness, disability, or family care, up to a limit of 260 days.
 - (c) Notwithstanding section 3 (b), a Member who qualifies for benefits under the Long-Term Disability Group Insurance Plan for members of O.S.S.T.F. District 24 may commence L.T.D. benefits at the end of the qualifying period or at the end of the Member's sick leave credits.

If the Member goes on L.T.D. after the L.T.D. qualifying period, the remaining cumulative sick leave credits will be held in reserve for use by the Member upon returning to teaching duties, or in the calculation of a retirement gratuity when the Member is eligible for an approved teachers' Pension in accordance with Article XVII.

- (d) Members who commence an approved extended leave of absence, other than for the purposes of L.T.D., other than on September 1st, or leave employment prior to June 30, shall have their credited allowance adjusted to a pro-rated number of sick leave days rounded up to the nearest one-half day.

in the event the Member uses more sick leave days than the pro-rated number credited for that school year, the difference will be deducted from the Member's reserve account. If on the date the Member commences the leave or ceases employment there are not sufficient days in the reserve account to cover this deduction, the reserve account will be reduced to zero.

- (e) Members who commence employment during the work year or any month shall be credited with a pro-rated number of sick leave days rounded up to the nearest one-half day.
- (f) A Member of this Board who leaves to serve in the Armed Forces of this country during wartime and who returns to the service of this Board directly following the Member's discharge, shall be entitled to sick leave credits for such period of war service at a rate not exceeding six (6) days per year, subject to the limitations of this plan.
- (g) A Member who commences employment with the Board who had been an employee of a school board or a municipality that has an established sick leave credit plan shall be entitled to transfer the sick leave credits from the previous school board or municipality for the Member's credit with the Board. The amount of sick leave credit transferred shall not exceed the amount of cumulative sick leave credits permitted under this Agreement.

4. Charges Against Plan

- (a) Charges against this plan shall be for absence due to illness, disability, or family care leave.
- (b) The credited allowance shall apply to illness, disability, or family care leave in any one (1) year of employment.
- (c) Beyond the credited allowance for absence due to illness, disability, or family care leave, the Board shall continue to pay the Member at the Member's per diem rate of pay until the Member's reserve has been exhausted *or* the Member elects to commence L.T.D. benefits at the end of the qualifying period as in 3(c) above.
- (d) Payment of sick leave allowances shall automatically reduce the reserve of the individual Member by the number of days represented by such payment. Deductions from a Member's accumulated sick leave shall be rounded to the nearest one-half day.

15.02 EDUCATIONAL LEAVE/PROFESSIONAL DEVELOPMENT PROGRAM

- 1. The Bargaining Unit will administer an Education Leave Program such that individual Members will have the opportunity to attend and participate in professional development activities.

2. Short-Term Education Leaves shall be granted for periods of time for the purpose of attending workshops, conferences, trade opportunities, visits to innovative teaching programs, or other project work relevant to education.
3. Short-Term Education Leave Guidelines will be developed by the Bargaining Unit with input from the Board.
4. At the discretion of the Director of Education or the Director's designate, a leave of absence for a short period of time to take part in a meeting or conference, may be granted, without loss of pay.

15.03 EDUCATION LEAVE FUNDING

1. The Education Leave Program will be funded by the Board in the amount of \$80,000 for the 2004-05 and 2005-06 school years.
2. For 2006-07, the Education Leave Program will be funded by the Board in the amount of \$100,000 if the cumulative rollover from the 2005-06 Education Leave Program is less than \$50,000 (as of November 1, 2006). If the cumulative rollover is equal to or greater than \$50,000 then the Program will be funded in the amount of \$80,000.
3. Effective September 1, 2007, and for each school year thereafter, the Education Leave Program will be funded by the Board in the amount of \$120,000 if the cumulative rollover from the previous school year's Education Leave Program is less than \$50,000 (as of November 1 in that current school year). If the cumulative rollover is equal to or greater than \$50,000 then the Program will be funded in the amount of \$80,000 for that school year.
4. A Member on Short-Term Education Leaves shall receive full salary, and all compensation increases in accordance with the Collective Agreement in force during the term of the Leave.
5. The Board and Member on a Short-Term Education Leave shall share the costs of the benefits provided in Article XIV (Benefit Plans) in the same ratios as they would were the Member not on Leave.
6. All Members on Education Leaves shall continue to accumulate sick leave credits.
7. During the leave, the Board shall make the appropriate deductions for the Teachers' Pension Plan.

15.04 CHARGES TO THE EDUCATION LEAVE FUND

1. It is agreed that, for the purposes of the Short-Term Education Leave, the fund will pay the full cost of Occasional Teacher coverage when such coverage is provided. The costs incurred by the Member on leave will be reimbursed from the fund subject to the guidelines developed by the Bargaining Unit.
2. Any balance in the fund at the end of the school year shall be carried forward to the fund for the next school year.

15.05 OTHER LEAVES

1. Bereavement

- (a) Leave without loss of pay for up to five **(5)** school days for a bereavement in the immediate family which shall include; father, mother, sister, brother, son, daughter, spouse or equivalent, stepfather, stepmother, stepson, stepdaughter, ward, fiancé(e).
- (b) Leave without loss of pay for up to three (3) school days for a bereavement in the immediate family which shall include; grandfather, grandmother, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepbrother, stepsister, guardian.
- (c) Additional leave without loss of salary for up to two **(2)** school days may be granted for travel time, only if such is required for (a) and (b) under 15.05.1.
- (d) Leave without loss of pay for bereavement of aunt, uncle, niece, nephew, or close personal friend subject to the conditions outlined in Miscellaneous Leaves 15.05.03(a) below.

2. Family Care Leave

- (a) A Member shall be entitled to family care leave with pay and with deduction from accumulated sick leave account for up to four **(4)** school days per year as required by the Member to attend to the needs of family members.
- (b) A Member may be granted **an** extended family care leave under the conditions outlined in 15.08.

3. Miscellaneous Leaves

A Member shall be entitled to leaves with pay and without deduction from accumulated sick leave account for up to three **(3)** school days per year for the following purposes and subject to the restrictions indicated:

- (a) Bereavement leave for up to one (1) school day for aunt, uncle, niece, nephew or close friend **as** outlined in (1)(d) above to a maximum of two **(2)** school days per year.
- (b) Writing examinations, but not including preparation time, to a maximum of one (1) school day per year.
- (c) Attendance at graduation ceremonies when the Member, Member's spouse and/or children are recipients of a degree to a maximum of one (1) school day per year.
- (d) Attendance at civic meetings or conferences where the Member is an elected member of council(s) of a municipality up to two **(2)** school days per year.
- (e) Attendance at conferences directly related to their appointment where a Member is **an** appointed or elected member of a standing committee of a Municipal council, or a Library Board in the Region of Waterloo and has been duly authorized by the governing body as an official representative up to two (2) school days per year. The maximum of two (2) days applies to (d) and (e) collectively.
- (f) Leave to observe Religious Holy Days required by a Member in addition to paid leave days provided in 15.05 (4)(c) below.

4. Leave To Observe Religious Holy Days

- (a) Only Religious Holy Days which fall on a school day where the employee is forbidden to work by the Member's religion will be considered.
- (b) Members applying for such Religious Holy Days will give one month's notice to the Superintendent of Human Resources, or designate, through the Principal of pending Religious Holy Day(s).
- (c) Leave to observe Religious Holy Days will be limited to a maximum of three (3) days with pay and without deduction from accumulative sick leave account. Days in excess of three (3) will be without pay except as otherwise provided in 15.05(3)(f) above.

5. Other

- (a) Leave without loss of pay for a Member charged over a matter relating to teaching duties and subsequently found not guilty.
- (b) When a Member is unable to reach the Member's place of employment from the Member's residence because of weather conditions severe enough to make it impossible for the Member to be present, there will be no pay deduction. The above provisions shall also apply if the Member is on Board approved business.

- 6. The leaves provided for in Articles 15.05 and 15.06 will be granted to part-time teachers on a prorated basis.

15.06 PERSONAL LEAVE

- 1. Each Member shall be entitled to up to one (1) school day per school year for the purpose of attending to a personal matter. Application for the leave will be made through the Member's immediate supervisor. No reason is required for the leave.
- 2. At the discretion of the Director of Education, or the Director's designate, a leave of absence for a short period of time with or without loss of pay to attend to an important personal matter, may be granted.

15.07 LEAVE OF ABSENCE FROM A POSITION OF ADDED RESPONSIBILITY

- 1. A Member in a position of added responsibility seeking a leave of absence from the position shall apply to the Board, in writing, on or before March 1 for the leave to commence the following September.
- 2. The leave may be granted for one or two years and will not be extended beyond two (2) years.
- 3. The Member granted a leave will be placed into an assignment for which the Member is qualified and shall be paid a salary based on the terms of this Agreement.

15.08 LEAVE OF ABSENCE FOR AN EXTENDED PERIOD

- 1. Upon request, Members who have completed their probationary period may be granted either a full-time or a part-time leave of absence, without salary, for a period of up to and

including one year, at the discretion of the Board that shall not be unreasonably withheld. A request for an extension of such a leave will be considered on its merits.

2. Request for leave of absence should be received by the Superintendent of Human Resources, or designate, three (3) months (excluding July and August) prior to the date on which the leave is to commence. Under exceptional circumstances, the notification may be waived.
3. **(a)** A Member on leave of absence may continue Group Life, Dental benefits and Supplementary Health benefits provided that the Member pays 100% of the cost of such benefits during the leave of absence.

The Board shall convey to each member upon approval of their leave, that if the Member wishes to change their benefit coverage, the Member should contact the Teacher Bargaining Unit Officer regarding benefit coverage prior to the commencement of the leave.

- (b)** Effective September 1, 2005, a Member on a leave due to participation in the Long Term Disability Plan (LTD) may continue to participate in Extended Health Care, Dental and Basic Life Insurance on the same shared-cost premium basis with the Board for benefit coverage that was in effect at the commencement of LTD leave for:

- (i)** a period of two **(2)** continuous years on full leave funded by the LTD Plan and subsequently the Member is deemed to be totally disabled from any occupation. If the Member is deemed to be totally disabled **from any** occupation, the Member may continue Benefit coverage provided that Member pays 100% of the premium cost.

or

- (ii)** a period of four **(4)** continuous years on leave funded by the LTD Plan provided the Member is not deemed to be totally disabled fi-om any occupation during the four **(4)** year period. At the end of four **(4)** years, the Member may continue Benefit coverage on the same prorated shared cost as other Part-time Members.

4. Effective September 1, 2004, if a leave of absence is spent in successful teaching then the Member may be entitled to an allowance for teaching experience as provided in the Board's salary schedule.
5. A Member commencing **an** Approved Leave will have their Benefit Premium Costs prorated according to the number of teaching days taught.
6. It is the responsibility of the Member on leave to request an extension of the leave three (3) months (excluding July and August) in advance if the Member wishes an extension of the leave.
7. Members who are granted a leave of absence for an extended period are guaranteed their position, including positions of responsibility, upon return to the staff of the Waterloo Region District School Board, subject to the enrolment transfer procedures and Article 10.11(2).
8. When a Member requests the opportunity to go to another jurisdiction on loan or exchange, the proposal will be dealt with on its merits. Details **as** to length of absence,

position upon return, payment of salary and/or benefits, should be clearly and firmly established before such a leave is granted.

15.09 PARENTAL LEAVE

1. Pregnancy and Parental Leave

“Pregnancy Leave” means leave taken for the purposes related to giving birth and/or recovering there from.

“Parental Leave” means leave taken for the purpose of caring for or adopting a child.

Pregnancy and Parental Leave shall be granted as provided by *The Ontario Employment Standards Act* and regulations established thereunder.

The Board shall grant to a pregnant Member who is employed by the Board, on the day the leave is requested, a pregnancy leave of at least seventeen (17) weeks or such shorter leave as the Member requests and as provided by the *Employment Standards Act*.

A Parental Leave shall be granted by the Board on the day the leave is requested, for at least thirty-five (35) weeks or such shorter leave as the Member requests and as provided by the *Employment Standards Act*.

A Member on Pregnancy and/or Parental Leave shall continue to receive employee benefits, to accumulate credit for sick leave, seniority and experience while on the statutory portion of the leave.

The following procedures supplement the provisions of the *Employment Standards Act*.

In any school year, an Extended Parental Leave shall be granted to the birth mother or adoptive parent which would allow a re-entry date of:

September 1 (or the next school day after this date) in any of the next three (3) school years;

OR

the commencement of second (2nd) semester or term in any of the next two (2) school years;

OR

such other date as may be mutually agreed to by the Member and the Board.

All such Extended Parental Leaves replace (if for two years or more) or reduce any entitlement to a Leave of Absence for an Extended Period under Article 15.08.

2. a) Leave without loss of pay for up to a total of one (1) day is available to the Member, who is not the primary caregiver for Employment Insurance purposes, to permit the Member to be present at the birth of the Member’s child.
- b) Leave without loss of pay for up to a total of one (1) day is available to the Member for attending to the adoption of a child.
3. Members are guaranteed their position, including positions of added responsibility, upon return from pregnancy and/or parental leave, subject to the enrolment transfer procedures and article 10.11.

4. Supplemental Employment Benefit Plan

- i) During a maternity/adoption leave, for a period that corresponds to a two (2) week waiting period for E.I., the Board will pay the equivalent of 75% of the salary and allowances that would have been received if the employee had not been on leave. This amount will be paid to the primary caregiver upon submission of proper documentation from E.I.C.
- ii) For instructional time that falls within the immediate six (6) week period after birth, the Board will pay the equivalent of 100% of the salary and allowances that would have been received if the Member had not been on leave, less any payments received from E.I.C. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Member's sick leave based on current Regulations. In the event there is a change to the Regulations, the parties shall meet to discuss and resolve the matter.
- iii) Should a Member not qualify for Maternity benefits under EI, then the Member may choose to access sick leave for the lesser of their accumulated sick leave credits or the period described in 15.09.04 (ii).

15.10 DEFERRED SALARY LEAVE PLAN

1. Description

The Deferred Salary Leave Plan has been developed to afford Members the opportunity of taking a leave of absence for one (1) school year/semester and to finance the leave through deferral of salary. Normally, the deferral of salary is effected over a five (5) year period by the Member accepting a percentage reduction of the proper grid salary and any applicable allowances in each of four (4) years.

The remaining percentage of salary and allowances is retained by the Board and accumulated at interest. Payment is deferred until the 5th year, which is the year of leave. A Member may select a 2 year, 3 year, 4 year, ~~or~~ 6 year or 7 year leave plan, instead of 5 year plan, with the percentage adjustments calculated accordingly.

Terms and conditions governing the Deferred Salary Leave Plan must be in accordance with Canada Customs and Revenue Regulations and, as such, may change from time to time.

2. Eligibility

Any Member who **has** completed at least five (5) years continuous service prior to making application is eligible to participate in the Plan.

3. Application and Approval

- (a) A Member must make written application to the Superintendent of Human Resources on or before April 1st, in any calendar year, requesting permission to participate in the Plan, and indicating choice of a 2, 3, 4, 5, 6 or 7 year plan commencing September 1 of a school year, and the year/semester of leave desired.
- (b) Written acceptance, or denial with explanation, of the Member's request, will be forwarded to the Member by May 1st in the school year the original request is made.

- (c) Approval of individual requests to participate in the Plan shall rest solely with the Board.

4. Salary Deferral

- (a) In each year of membership in the Plan preceding the year/semester of leave, a Member will be paid a reduced percentage of both the regular grid salary and any applicable allowances.

No more than 33 1/3% of the Member's salary may be deferred in any one calendar year.

The remaining percentage will be retained by the Board and deposited at interest in an individual trust account for the Member and all remaining monies will be paid to the Member in the year/semester of leave.

- (b) The calculation of interest under the terms of this plan shall be done in accordance with the practice of the financial institution with which the Board deals on a day-to-day basis. The trust account so established shall be at the optimum rate obtainable. The Member shall have access to the monies in the accrued interest account less any appropriate deductions for income tax purposes.
- (c) While a Member is enrolled in the Plan and not on leave, any benefit tied to salary level shall be structured according to the salary the Member would have received had the Member not been enrolled in the plan.

5. Leave

- (a) Leaves granted under this Plan shall be for:

- i) a regular school year;
- ii) one (1) semester or term.

- (b) The leave of absence will be taken in the final year/semester of the Plan.

- (c) Should a Member wish to take the leave in any year prior to the final year of the Plan selected, the Member must make application to the Superintendent of Human Resources for such change before January 31 of the year of the proposed leave. Upon approval by the Board of this request, the Member shall be paid during the leave any deferred salary plus accumulated interest from the trust account in the Member's name.

6. Salary and Benefits - Year of Leave

- (a) The year/semester of the leave must commence no later than six (6) years after the deferral commences. In the year/semester of the leave the Board shall pay to the Member the total of the deferred salary plus any remaining untaxed accrued interest. In accordance with Canada Customs and Review Agency Regulations, currently, the following methods of payment are available to the Member:

- (i) Full-year Leave: Twenty-six (26) equal payments or two (2) lump sum payments at the first pay date in September and January;
- (ii) Semester 1 Leave: Thirteen (13) equal payments or two (2) lump sum payments at the first pay date in September and January;

- (iii) Semester 2 Leave: Thirteen (13) equal payments or one (1) lump sum payment at the first pay in February.
- (b) The Board shall deduct the amounts required for Income Tax, Canada Pension, Teachers' Pension Plan, and any statutory benefits. The amount deducted for the Member's pension will be controlled by rulings as received from the Teachers' Pension Plan Board and Canada Customs and Revenue Agency.
- (c) Group Life Insurance, Accidental Death and Dismemberment, Supplemental Health Plan, and Dental Plan benefits will be kept in force by the Board during the Member's leave of absence; however, the total premium costs during the leave will be paid by the Member.
- (d) Sick leave credits will not accumulate during the year/semester of the leave.
- (e) While on leave, any benefits tied to salary level shall be structured according to the salary the Member would have received in the year prior to the year/semester of leave had the Member not been enrolled in the Plan.
- (f) The Member shall not be employed in any capacity by the Waterloo Region District School Board during the year/semester of leave.

7. Return from Leave

On return from leave, the Member is guaranteed the position held prior to the commencement of the leave subject to the provisions of 16.08(5). The Member must return to their teaching position with the Board for a period of time not less than the duration of the deferred salary leave. On return to duty, the Member will be placed on the salary grid at the same position as the Member would have been at the commencement of the leave.

8. Withdrawal from the Plan

- (a) A Member may withdraw from the Plan at any time prior to taking the leave of absence by **notifying** the Superintendent of Human Resources, or designate in writing before April 1st prior to commencement of leave.
- (b) Upon withdrawal, all the salary deferred plus any remaining untaxed accrued interest in the trust account, less \$200 and appropriate payroll taxes of said account, shall be paid to the Member. Payment shall be made as soon as possible after receiving notification of withdrawal. At the discretion of the Superintendent of Human Resources, or designate, the \$200 service levy may be waived for compassionate reasons.
- (c) Should a Member die while participating in the Plan, any monies accumulated in the trust fund plus any remaining untaxed accrued interest will be paid to the estate of the deceased Member.

9. Memorandum of Agreement

A Member wishing to participate in the Plan shall be required to sign **an** agreement prepared by the Board before final approval for participation will be granted.

15.11 MILITARY RESERVE LEAVE

1. A leave without pay, for up to two (2) years, shall be granted to any Member whose unit is called to duty.
2. The Member will be permitted to remain enrolled in the benefit plan; however, the premium costs during the leave will be paid by the Member.
3. On return from leave, the Member is guaranteed the position held prior to the commencement of the leave subject to the provisions of 15.08.5. Upon return, the Member will be placed on the salary grid at the same position as the Member would have been at the commencement of the leave.

15.12 FEDERATION LEAVE

1. The Board agrees to provide up to 3.0 FTE Federation Leaves per year to the Bargaining Unit for Federation business. This release time shall be provided to up to 3 Federation Officers identified by the Bargaining Unit no later than May 15 for the following school year. The Federation Officers shall be entitled to all rights and privileges of the Collective Agreement, including but not limited to full salary including major headship allowance, benefits, experience and sick leave accumulation, and the time spent on Federation Leave shall be deemed to be time worked. The Federation shall reimburse the Board for the replacement teacher(s) at the rate of one salary at Category 3, Step 0 for each 1.0 FTE leave.
2. Additional days of Federation Leave, granted at the request of the Bargaining Unit, shall be reimbursed at replacement cost by the Federation. Days spent on Federation Leave shall be deemed to be time worked and the Member shall receive full salary and benefits for the day's leave.
3. A Member elected to a position with OSSTF shall be granted a leave of absence for the duration of the term of office. Upon completion of their term, the Member shall return to the position held previously, at the same location if the position exists, or to a comparable position if the previous position does not exist, subject to the enrolment transfer procedures and Article 10.11. The position may be at a different location with the consent of the Member.

In the event that the Member was in a position of added responsibility at the time of their election, then the preceding paragraph applies during the first two (2) years of the leave. After two (2) years, at the conclusion of the leave of absence, the Member will be assigned to a comparable vacant position of added responsibility (or the position held by the Member with the least years of service in the position of added responsibility in the event there is no vacancy).

During the leave, the Member will continue to accumulate seniority.

15.13 JURY OR WITNESS LEAVE

1. Members shall be entitled to leave with pay and without loss of benefits, seniority, or experience for absence from duty by reason of a summons to serve as a juror, or a summons as a witness in any proceeding to which the Member is not a party or one of the persons charged, provided that the Member pays the Board any fee, exclusive of

travelling allowances and living expenses, that the Member received as a juror or as a witness.

2. Where a Member who continues to be in the employ of the District Board is charged with an offence directly related to the Member's employment, the Member shall not suffer a loss of pay for the time spent in criminal court under a summons.

15.14 QUARANTINE

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Member despite absence from duty in any case where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Member's duties.

15.15 EMPLOYMENT INSURANCE COMPASSIONATE CARE BENEFIT PLAN

For those Members who qualify for Employment Insurance (EI) Compassionate Care Benefits, the Board will provide a Supplemental Employment Benefit Plan:

- a) For the two (2) week waiting period during which time the member will receive payments equivalent to 75% of the salary and allowances that would have been received had the employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Member's sick leave.
- b) For up to six (6) additional weeks, during instructional time, the Member will receive payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and 75% of the salary and allowances that would have been received had the employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Member's sick leave.

ARTICLE XVI – TEACHER PERFORMANCE APPRAISAL

- 16.01** The Board shall consult with the Union regarding any new policies or operating procedures relating to Teacher Performance Appraisal.
- 16.02** Notwithstanding the time limits contained in Article XVIII – Grievance and Arbitration, any grievance properly submitted regarding performance appraisal reports may be submitted up to the last day of the school year in which the performance appraisal occurs or up to 97 school days from the time a Teacher receives a Summative Evaluation Report from the Board, whichever occurs later.
- 16.03** Teacher Performance Appraisals shall be in accordance with the Education Act and Regulations thereunder.
- 16.04** When a Teacher is to receive a Performance Appraisal Report that is rated 'unsatisfactory', the Board shall inform the Bargaining Unit President or designate no less than two (2) days prior to the Performance Appraisal being shared with the Teacher, so that the Bargaining Unit may offer assistance to the Teacher. Such assistance may include being present when the Teacher receives the Summative Report.

ARTICLE XVII - SICK LEAVE CREDIT RETIREMENT GRATUITY

17.01 A sick leave credit retirement gratuity shall be paid to or on behalf of a Member:

- (a) (i) Who has ten or more consecutive years of service immediately preceding retirement with the Waterloo Region District School Board or its predecessors and is eligible to be receiving pension payments from a Teachers' Pension Plan at the time of retirement.
- (ii) Who has ten or more consecutive years of service immediately preceding retirement, has attained the age of 49, and commutes their pension. A severance allowance equivalent to the amount of sick leave retirement gratuity that would be paid to a teaching retiring to a pension shall be paid.
- (b) From September 1, 1977, full accumulation of unused sick leave days will be permitted, with a maximum accumulation as of June 30, 1977, of 220 days.
In cases of Member illness or disability, this reserve of sick leave days shall be reduced by the number of days of the Member's absence above the statutory allowance for the current year.
Days of absence while a Member is on the L.T.D. plan, will not be charged against the accumulated Retirement Sick Leave days.
- (c) All accumulated days for gratuity purposes must be with the Waterloo Region District School Board or its predecessors.
- (d) The daily rate shall be 1/200 of year 0 category 1 for the gratuity calculation.
- (e) The calculation shall be $*RSLD/2 \times (1/200 \text{ of year 0 category 1})$ to a maximum of one-half of category 4 maximum or one-half Member's salary in the last year of teaching, immediately preceding retirement, whichever is less.
 $*RSLD = \text{Retirement Sick Leave Days}$
- (f) If the date of eligibility for retirement occurs during the school year, a Member may request a leave of absence at the beginning of the school year to cover the period involved in order to retain eligibility for the retirement gratuity.
- (g) In the case of a Member on L.T.D. insurance immediately prior to retirement, the Retirement Gratuity calculation will be based on the salary schedule which existed immediately prior to the Member's eligibility for L.T.D. benefits.
- (h) Any Member with twenty (20) years of service the Waterloo Region District School Board or its predecessors will, under no circumstances, receive less than ten (10) per cent of the Member's annual salary. Refer to section (g) above if on L.T.D.

17.02 Payment of sick leave credit retirement gratuity may be made by a method mutually agreeable to both the Board and to the Member and consistent with legislative requirements.

17.03 In the event of the death of a Member, the amount of sick leave credit retirement gratuity that would have been paid to the Member if the Member had retired on the date of said Member's death, shall be paid to the Member's estate.

17.04 The Retirement Gratuity will be paid one time only.

NOTE: This sick leave credit retirement gratuity plan is agreed upon saving any rights which the Member or the Board may have acquired prior to this date under or by virtue of subsection 8, Section 84 of Bill 44 - An Act To Amend The Secondary Schools and Boards of Education Act.

ARTICLE XVIII - GRIEVANCE AND ARBITRATION

18.01 DEFINITIONS

- a) A "grievance" shall be defined **as** any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) A "party" shall be defined **as:**
 - i) the Union
 - ii) the Board
- c) "Days" shall mean school days unless otherwise indicated.

18.02 A Member shall have the right to have present a representative from OSSTF and/or the Bargaining Unit to assist the Member at any stage of this grievance and arbitration procedure.

18.03 INFORMAL STAGE

A Member, with the concurrence of the Bargaining Unit, may initiate a complaint within twenty-five (25) days from the day the cause of the grievance became known, or reasonably ought to have been known, with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after the receipt of the complaint.

18.04 FORMAL STAGE - GRIEVANCE PROCEDURE - INDIVIDUAL

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps are to be taken in sequence provided that the informal stage to resolve the matter with the Principal or the immediate supervisor has failed.

(a) **Step 1**

Within ten (10) days following the reply of the Principal or immediate supervisor under the informal stage, the Bargaining Unit may initiate a written grievance to the Superintendent of Instruction.

The written grievance shall contain:

- i) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement, and
- ii) the clauses in the Collective Agreement alleged to be violated; and

- iii) the relief sought (remedy); and
- iv) the signature of the Grievance Officer or designate of the Bargaining Unit.

With the mutual consent of the Bargaining Unit and the Superintendent of Instruction, the Superintendent of Instruction or designate shall meet with the Bargaining Unit representative within ten (10) days from the receipt of the grievance. The Superintendent of Instruction shall answer the grievance in writing within five (5) days after the receipt of the grievance, or, within five (5) days following the meeting if such a meeting occurred.

NOTE: Step 1 would be omitted in the case where the immediate supervisor in the informal stage was the Superintendent of Instruction.

(b) **Step 2**

If the reply of the Superintendent of Instruction is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Superintendent of Human Resources.

The Superintendent of Human Resources or designate shall meet with the Bargaining Unit representative within ten (10) days from the receipt of the grievance.

The Superintendent of Human Resources or designate shall answer the grievance in writing within five (5) days of such meeting.

(c) **Step 3**

If the reply of the Superintendent of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education.

With the mutual consent of the Bargaining Unit and the Director of Education or designate, the Director of Education or designate shall meet with the Bargaining Unit representative within ten (10) days from the receipt of the grievance. The Director of Education or designate shall answer the grievance in writing within five (5) days after the receipt of the grievance, or, within five (5) days following the meeting if such a meeting occurred.

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

18.05 GRIEVANCES PROCEDURE- PARTY

In the case of all other grievances by a party to the Collective Agreement (including those on behalf of a group of Members, or an individual Member who by circumstances is unable to initiate an individual complaint), the party making the grievance shall take the following steps in sequence to resolve the matter.

(a) **Step 1**

The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be within twenty-five (25) days from the day the cause of the grievance became known or reasonably ought

to have been known, who shall answer the grievance in writing within five (5) days following receipt of the written grievance.

The written grievance shall contain:

- i) a statement of the facts to support such grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement, and
- ii) the clauses in the Collective Agreement alleged to be violated, and
- iii) the relief sought (remedy), and
- iv) the signature of the duly authorized official of the party making the grievance.

(b) **Step 2**

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

18.06 GRIEVANCE MEDIATION

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.

The parties agree that the cost of the mediator shall be split equally between the parties.

The timelines outlined in the grievance procedure shall be frozen at the time the parties 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.

18.07 ARBITRATION

The party desiring arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. **The** recipient of the notice shall, within five (5) days, inform the other either that it accepts the other party's appointee as a single arbitrator or of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

18.08 An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the **Ontario Labour Relations Act**.

18.09 COST OF ARBITRATION

Both parties agree to pay one-half of the fees and expenses of the single arbitrator. In the case of an Arbitration Board, the parties agree to pay the fees and expenses of their respective appointees and one-half of the fees and expenses of the Chair of the Arbitration Board.

18.10 Timelines may be extended if mutually agreed in writing.

18.11 No Member who is summoned to be in attendance at any stage of the grievance/arbitration procedures shall be detrimentally affected with respect to any provision within this Collective Agreement.

18.12 One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

18.13 Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.

ARTICLE XIX - STAFFING AND WORKLOAD PROVISIONS

19.01 BARGAINING UNIT/ADMINISTRATION COMMITTEE

- (a) The Board shall establish a Bargaining Unit/Administration Committee by September 30, and maintain such a committee from year to year to manage the staffing requirements of the secondary system and to allocate the system's "minimum eligible course obligations" for classroom teachers and the FTE Guidance **and** Library teachers to each secondary school.
- (b) The Bargaining Unit/Administration Committee shall be comprised of equal representation from the Board and the Bargaining Unit:
 - the President or designate of the Bargaining Unit
 - the Chief Negotiator or designate of the Bargaining Unit
 - 2 additional Bargaining Unit representatives appointed by the Bargaining Unit
 - the Director of Education or designate
 - the Board's Superintendent of Human Resources or designate
 - the Board's Manager of Employee Relations or designate
 - the Board's Superintendent of Schools responsible for secondary staffing or designate
- (c) The Committee shall:
 - (i) review **by** April 30th the total complement of secondary system teaching personnel needed for the following year in accordance with Article 19.03;
 - (ii) have the right to review the application of surplus and redundancy procedures and ensure that procedures are properly followed;
 - (iii) meet with any or all of the In-School Staffing Committees, if required, to review each school's share of the system's secondary staff;

- (iv) review the distribution of the minimum eligible course obligations to classroom teachers within schools at least twice during the school year;
 - (v) review changes in existing practices with respect to terms of working conditions and employment;
 - (vi) examine the effects on the terms and conditions of employment brought about by changes in legislation and/or regulations; and
 - (vii) monitor the workload of Members throughout the system, including the number and pattern of supervision assigned in each school.
- (d) The Committee shall have direct access to the Committee of the Whole of the Board pertaining to all matters described above.

19.02 IN-SCHOOL STAFFING COMMITTEE

- (a) An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.
- (b) An In-School Staffing Committee shall be comprised of the following:
 - the OSSTF Branch President or designate from the Branch Executive;
 - the Branch Collective Bargaining Representative or designate from the Branch Executive;
 - the Principal; and
 - a Vice-principal.
- (c) The Committee will act as an advisory body to:
 - (i) review the staffing of the school upon being allocated staff by the Bargaining Unit/ Administration Committee;
 - (ii) review the allocation to the school by the Bargaining Unit/ Administration Committee of the secondary system's "minimum eligible course obligations" for classroom teachers, including non-credit Special Education and ESL teachers, and Guidance and Library teachers for the school year and will provide feedback to the Bargaining Unit/ Administration Committee on the matter;
 - (iii) provide input to the Principal with respect to the allocation of the school's "minimum eligible course obligations" to each classroom teacher.
 - (iv) review the method of staffing the school during the year, including surplus and redundancy declarations.
- (d) As a minimum, the Committee shall meet:
 - (i) prior to the spring secondary school staff placement meeting;
 - (ii) prior to the end of September;
 - (iii) no later than two weeks after the commencement of second semester;
 - (iv) no later than two weeks subsequent to October 31 and March 31.

19.03 STAFF GENERATION AND ALLOCATION

1. The Full-Time Equivalent (FTE) classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, a maximum of 22 to 1 with a maximum teacher workload in accordance with Article 19.04. The number of FTE classroom teachers assigned to credit courses shall be based on the projected student ADE and adjusted when the actual ADE becomes known. The Bargaining Unit Administration Committee (BUAC) will review compliance with this article no later than September 1 each year.

a) The Board shall ensure that the complement of secondary school teachers is determined based upon the following:

The total classroom credit teaching staff FTE will be generated through the application of the following factors: Total projected funded credits, ADE, (excluding Priority One), Divided by the average class size to a maximum of 22, Divided by the teacher workload as defined in Article 19.04.

A. Effective for the 2004-2005 school year, the Board shall ensure that the secondary system's instructional time for the school year is allocated to schools based on the application of the following criteria:

i) Weighted student selections shall take into account the percentage make-up of a school's courses.

ii) Classroom divisors will be based upon the course selections for each school and the application of the following factors:

If Academic	=	1.000, then
Applied	=	0.8760
Limited Facility	=	0.7300
Essential/Practical/Workplace	=	0.5400

iii) Additional teaching staff will be added to decrease the ESL classes to an average class size of 14.

iv) Special Education Resource Withdrawal staff shall be the total instructional staff generated in the classroom component, divided by 28.0. Special Education Resource Withdrawal staff delivering credit courses may be counted in the classroom teacher total in 19.03.1 to the extent that the average class size does not exceed 22. A teacher shall be assigned to each Special Education congregated class.

v) The number of FTE guidance teachers shall be equal to 2.435 times the Board's ADE divided by 1000.

vi) The number of teacher librarians shall be 15 FTE.

B. Effective September 1, 2005, the Board shall ensure that the secondary system's instructional time for a school year is allocated to schools based on the application of the following criteria:

- i) Weighted student selections shall take into account the percentage make-up of a school's courses.
- ii) Classroom divisors will be based upon the course selections for each school and the application of the following factors:

If Academic	=	1.000, then
Applied	=	0.8760
Limited Facility	=	0.7300
Essential/Practical/Workplace	=	0.5330

- iii) Additional teaching staff will be added to decrease the ESL classes to an average class size of 14.
- iv) Special Education Resource Withdrawal staff shall be the total instructional staff generated in the classroom component, divided by 25.19. Special Education Resource Withdrawal staff delivering credit courses may be counted in the classroom teacher total in 19.03.1 to the extent that the average class size does not exceed 22. A teacher shall be assigned to each Special Education congregated class.
- v) The number of FTE guidance teachers shall be equal to 2.7 times the Board's ADE divided by 1000.
- vi) The number of teacher librarians shall be 15 FTE, as adjusted by 19.03.3 below. Effective September 1, 2006, the number of teacher-librarians shall be 16 FTE, as adjusted by 19.03.03 below.

2. (a) Effective September 1, 2005, in order to address student success initiatives and increase student retention, the following increase in the allocation of teachers shall **apply**:

- i) Student Success Teachers:
 - 1.0 FTE per school to be allocated as follows:
 - 3 additional sections of Guidance (0.5 FTE)
 - 3 additional sections of Special Education (0.5 FTE)
 These teachers will identify and work with struggling students to track student progress, sensitize schools to student needs, support credit recovery, and support the development of better programming and services to meet school targets.
- ii) Support for Essential/Workplace and Applied courses:
 - 6 additional sections – KCI (1.0 FTE)
 - 6 additional sections – GPSS (1.0 FTE)
 - 6 additional sections – SJAMSS (1.0 FTE)
 Forty-two (42) additional (7.0 FTE) teaching sections shall be distributed amongst the remaining schools proportionately based upon student Essential/Workplace and Applied credit enrolment.

- iii) Additional Library Support:
15 additional periods of Teacher-Librarian time (2.5 FTE) distributed equally amongst all schools.
- (b) Effective September 1, 2006, in order to support student success initiatives and increase student retention, the following increase in the allocation of teachers shall apply, beyond the increase on September 1, 2005:
 - i) Forty-five (45) additional teaching sections (7.5 FTE) (based on a projected student ADE of 19,841 and adjusted when the Actual ADE becomes known) shall be distributed amongst the schools proportionately based upon student Essential/Workplace and Applied credit enrolment.
 - ii) In addition, one (1.0) FTE Student Success Teacher and one (1) section of Teacher-Librarian time (0.1667 FTE) will be allocated to Huron Heights Secondary School.
- (c) Effective September 1, 2007, in order to support student success initiatives and increase student retention, the following increase in the allocation of teachers shall apply, beyond the increase on September 1, 2005 and September 1, 2006:
 - i) Fifty-four (54) additional teaching sections (9.0 FTE) (based on a projected student ADE of 19,841 and adjusted when the Actual ADE becomes known) shall be distributed amongst the schools proportionately based upon student Essential/Workplace and Applied credit enrolment.
- (d) In February 2006, and February 2007, BUAC will review (b) (ii) and (c) (i) respectively and such mutually agreed to changes will be implemented for the following school year.

4. Department Organization

- (a) i. The following Departments within the secondary schools, in the Waterloo Region District School Board, shall have a Department Head:
 - Arts (including Music, Drama, Visual Arts, Media Arts & Dance)
 - Business Studies
 - Counselling/Guidance
 - English
 - Languages
 - Mathematics
 - Physical Education
 - Science
 - Social Sciences (including Geography, History & Family Studies)
 - Special Education
 - Technological Studies (including Food Services)

A Department Head shall be appointed to each department.

Effective September 1, 2006:

The following shall be considered as Category A departments with Department Heads:

- Business Studies
- Counselling/Guidance
- English (including Drama)
- History
- Mathematics
- Physical Education (including Dance)
- Science
- Special Education
- Technological Studies (including Food Services)

The following shall be considered as Category B departments with Department Heads:

- Visual Arts
- English As A Second Language
- Family Studies
- Fast Forward
- Geography
- Languages
- Library
- Music

ii. Effective September 1, 2003, the following Departments shall have an Assistant Head:

- English
- English as a Second Language
- Library
- Social Sciences.

Effective September 1, 2006, the following Departments shall have an Assistant Head:

- English

iii. In order to qualify for appointment as an Acting Head of Department or an Acting Assistant Head, an individual shall have completed at least one year of satisfactory teaching in the Waterloo Region District School Board.

19.04 ASSIGNED TIME AND PREPARATION TIME

(a) All full-time classroom teachers **who** deliver credits will be assigned time-tabled **duties** consisting of credit courses and/or credit-equivalent courses and/or special duties (Special Duties include guidance, library, and Information Technology Support as defined in the Regulations made under the *Education Act*), and/or equivalent

programs (Equivalent Programs include Teacher Advisor Program, remedial, supervision, on-calls as defined by the Regulation) to reach a maximum of 6.67 eligible program workload as defined in the Regulations made under the *Education Act*.

- (b) As part of the 6.67 eligible program workload, full-time classroom teachers shall be assigned, in the aggregate, 0.67 equivalent programs. The assignment of equivalent programs shall not exceed 0.42 of the aggregate system workload assignments.
- (c) Effective September 1, 2004, no teacher shall be assigned more than 3.33 eligible programs, including a maximum of 3.0 credit/credit equivalent courses, of the 6.67 eligible workload per semester.
- (d) Notwithstanding (a) and (b), full-time Library? Guidance, Co-operative Education, Special Education teachers and teachers assigned to the Alternative Education program may be fully assigned to an unstructured timetable in their areas during the instructional day. Teachers assigned in this manner shall not be assigned any other duties. Such teachers shall be entitled to a 15 consecutive-minute break in the morning and the afternoon.
- (e) A teacher assigned a mixed schedule of classroom and special duty assignments in a semester may be assigned to a maximum teacher workload of 1250 minutes per week.
- (f) A teacher shall not be assigned more than one-half period of supervision, on-call or remedial time per day and a maximum of one hundred and fifteen (115) minutes per week except as follows: duties may be blocked in units in consultation with the In-School Staffing Committee and with the mutual consent of the teacher. A TAP assignment shall be considered the equivalent of one-half period per week. A maximum of thirty-six (36) half periods per year may be assigned as on-calls.

Supervision assignments shall be determined in consultation with the In-School Staffing Committee. Supervision shall be assigned to classroom teachers in an equitable manner in consultation with the In-School Staffing Committee.
- (g) Teachers shall not be assigned duties in addition to those described in (a) to (f) above. Time not assigned in accordance with this article shall be available to the teacher for preparation and marking.

Effective September 1, 2005:

- (a) All full-time teachers will be assigned the equivalent of six (6) timetabled classes.
- (b) No teacher shall be assigned more than the equivalent of three (3) timetabled classes per semester.
- (c) A teacher shall not be assigned more than 48 minutes of supervision, on-call, homeroom, student mentorship or teacher mentorship per day, to a maximum of one hundred and ninety-two (192) minutes per two weeks except as follows: duties may be blocked in units in consultation with the In-School Staffing Committee and with the mutual consent of the teacher. A maximum of twenty-six (26) half periods per year may be assigned as on-calls.

- (d) Supervision assignments shall be determined in consultation with the In-School Staffing Committee. Supervision shall be assigned to teachers in an equitable manner in consultation with the In-School Staffing Committee.
- (e) Teachers shall not be assigned duties in addition to those described in (a) to (c) above. Time not assigned in accordance with this article shall be available to the teacher for preparation and marking.

19.05 Each teacher shall be entitled to a lunch break of a minimum of forty (40) consecutive minutes between classes. Lunch break shall be in periods 2, 3, or 4 in a semestered school or in periods 3, 4, or 5 in a non-semestered school, unless agreed upon through mutual consent by the teacher, principal and Bargaining Unit.

19.06 A teacher's maximum number of pupil teacher contacts per year shall be based upon the number and level of classes taught times the recommended maximum class size indicated below:

Classroom Academic, University, University/College Level	30
Classroom Applied, College, Open Level	26
Modified/Essential/Workplace Level	16
Limited Facility - Family Studies/Technological Studies	20
English as a Second Language Classes	17

For the purposes of calculating pupil-teacher contacts, each student who is earning an Essential level credit in any of English, Math, or Science during the current school year, and who is placed in Applied, College, or Open Level Classes will count as 'two' students in the calculation of the size of each of these classes. No more than five Essential level students may be double-counted per class per teacher.

A teacher in a semestered school shall be assigned no more than 100% of the number of students by year as outlined above. The calculation will be completed by October 15th for first semester assignments, and no later than March 15th for second semester assignments. A one-half credit course shall count as a 1.0 class for the purpose of the calculation only.

A teacher in a non-semestered school shall be assigned no more than 100% of the number of students, as outline above. The calculation will be done no later than October 15th. A one-half credit course shall count as a 1.0 class for the purpose of the calculation only.

This clause shall not result in additional staff beyond that provided for in Article 19.03, and shall not adversely affect the program requirements of a school

Example – Non-semestered school:

A teacher with 3 Academic level and 3 Applied level classes would calculate the maximum pupil teacher contacts as follows:

$$3 \times 30 + 3 \times 26 = 168 \text{ students}$$

Example – Semestered school:

A teacher with 1 Academic level and 2 Applied level classes in the first semester, the maximum pupil teacher contacts in that semester would be:

$$1 \times 30 + 2 \times 26 = 82 \text{ students}$$

A teacher with 1 Academic level and 1 Applied level class and 1 Modified/Essential class in the second semester, the maximum pupil teacher contacts in that semester would be:

$$1 \times 30 + 1 \times 26 + 1 \times 16 = 72 \text{ students}$$

The maximum number of pupil teacher contacts by year for the semestered teacher would be:

$$82 + 72 = 154 \text{ students}$$

19.07 Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. The Board and the Union recognize the value of extra curricular activities. Extra-curricular activities shall not be assigned to any Bargaining Unit Member.

19.08 SCHOOL YEAR AND TIME IN LIEU

- (a) The length of the school year shall be the minimum required under the **Education Act**.
- (b) Members shall not be required to perform their assigned duties at any time which falls outside the designated school year. Members who agree, by mutual consent, to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled by mutual consent during the course of the school year. No Secondary School Teacher Bargaining Unit member shall have an increased workload as a result of another Bargaining Unit member taking time in lieu.

ARTICLE XX – STAFFING PROCESSES

20.01 TENURE

A Teacher Bargaining Unit Member shall have tenure once the Member begins their third year of service (after their most recent date of hire into a position in the Bargaining Unit) with the Board. Tenured Members shall be included in the secondary teaching staff for the following school year subject to Article 7.01.

20.02 TEACHER PROFILE SHEET

1. For the purpose of this Agreement, “qualifications” shall refer to qualifications as per the College of Teachers Certificate of Qualification.
2. All Tenured Teachers will update their Teacher Profile Sheet or indicate there is no change from the previous year’s Teacher Profile Sheet by April 1. Any Teacher requesting a voluntary transfer shall ensure that their Teacher Profile Sheet correctly identifies the school(s) to which a transfer has been requested and the preferred subject area(s) for which the Teacher is qualified.

3. All Untenured Teachers shall complete a Teacher Profile Sheet, stating school preferences and the preferred subject area(s) for which the Teacher is qualified and submit it to the Principal by the Friday prior to March Break.

20.03 PERFORMANCE REVIEW

Any teacher who is under performance review or is subject to ongoing disciplinary action will be placed at their current school subject to Articles 20.04.1, 20.04.2 and 20.04.3.

20.04 STAFFING PROCEDURE FOR POSITIONS EFFECTIVE SEPTEMBER 1

1. PROBATIONARY TEACHERS

A Probationary Teacher is a teacher who has not completed ten (10) consecutive working months or one year working for the Board as of the date of the Secondary Staffing Placement Meeting.

All Probationary Teachers shall be placed on a Placement List in order of seniority with their qualifications identified. A Probationary Teacher will be recalled in order of seniority, to an available position for which the teacher holds qualifications after all Non-Probationary Teachers have been placed, subject to qualifications and curricula program needs, including Voluntary Transfers. If the seniority of Probationary Teachers is tied, the tie-breaking provisions in Article 20.05 will apply.

2. NON-PROBATIONARY TEACHERS

A Non Probationary Teacher is a teacher who has completed their Probationary Period as provided in 20.04.1.

- (a) All Non-Probationary Teachers will be placed into their current school, subject to qualifications and the availability of a position. A Non-Probationary Teacher returning from a leave is the responsibility of the originating school.
- (b) If tenured teachers cannot be placed into their current school, then the tenured teachers in order of seniority will be placed, subject to qualifications and curricula program needs, into a vacant position (including those vacancies identified as a result of Article 20.04 (1)) at a school identified on their Teacher Profile Sheet. If such a tenured Teacher cannot be placed into a vacant position at a school identified on their Teacher Profile Sheet, then that Teacher will be placed subject to qualifications and curricula program needs, into a position at a school identified on their Teacher Profile Sheet held by a non-tenured Teacher previously placed under Article 20.04 (2) (a).

For purposes of this Article, a tenured Teacher would be required to identify at least three (3) schools on their Teacher Profile Sheet.

- (c) If non-tenured Non-Probationary Teachers cannot be placed into their current school or non-tenured Non-Probationary Teachers are displaced in the process outlined in Article 20.04 (2) (b), then the non-tenured Non-Probationary Teachers,

in order of seniority, will be placed, subject to qualifications and curricula program needs, into a vacant position (including those vacancies identified as a result of Article 20.04 (1)) at a school identified on their Teacher Profile Sheet.

For the purposes of this Article, a non-tenured Non-Probationary Teacher would be required to identify at least five (5) schools on their Teacher Profile Sheet. If a non-tenured Non-Probationary Teacher cannot be placed into one of the schools identified on their Teacher Profile Sheet, then the Teacher will be placed into a vacant position at another secondary school, subject to qualifications and curricula program needs.

- (d) If all non-tenured Non-Probationary Teachers cannot be placed into a position, non-tenured Non-Probationary Teachers who remain unplaced after Article 20.04 (2) (c) will be placed, subject to qualifications and curricula program needs, in order of seniority, into a position held by a non-tenured Non-Probationary Teacher previously placed in Article 20.04 (2) (a) with the least seniority.

3. TEACHERS SURPLUS TO THE SYSTEM

Only Untenured Teachers can be surplus to the system.

Teachers not placed and not required for staffing purposes for September 1, shall be notified in writing of termination of employment by the preceding May 1.

- 1. (a) A list of names of those notified by the Board shall be provided to the Bargaining Unit prior to May 1 and prior to notification of any Member affected.
- (b) The Board will provide each Teacher not required for staffing purposes for September 1 with a letter of reference by June 1 outlining the fact that termination of this Teacher's employment is due solely to redundancy.
- 2. (a) The Board shall maintain and publish a recall list of redundant Teachers each September 1 in order of seniority. The list shall include their areas of qualifications on file with Human Resources as of September 1, and the amount of time (FTE) of their positions at the time of termination. This recall list will be provided to the Bargaining Unit on September 1.
- (b) Teachers who have been notified in writing of termination of employment have the **right** of recall for two (2) years from the termination date. Teachers will be recalled to a position for which they hold qualifications on file with Human Resources at the time of recall in the order of their seniority on the recall list.
- (c) If there are two (2) or more Teachers with the same seniority, tiebreakers as per Article 20.05 will be applied to determine the Teacher recalled.

- (d) Recall rights shall be applicable to Part-time as well as Full-time Teachers. However, as long as there are Teachers with Recall Rights, Part-time Teachers shall only be recalled to part-time assignments equal to their FTE entitlement. If a Teacher is recalled to a position that is less than their FTE entitlement at the time of termination, the Teacher shall remain on the recall list.
- (e) Teachers on recall shall have the right to maintain participation in the benefit plan with those benefits held at the time of being declared redundant, at their own full cost for a period of one year.
- (f) Teachers on the recall list shall be responsible for informing the Board and the Bargaining Unit of any change in address, including summer address and telephone number(s), and for providing the Board with the necessary documentation regarding new areas of qualifications.
- (g) An offer of a position may be made by telephone by an official representative of the Board. If direct contact with the Teacher is made, the Teacher shall be responsible to inform the representative of the Board or designate of acceptance or rejection of the offer within 24 hours of direct contact, exclusive of Saturday and Sunday. A Teacher who fails to inform the Board within twenty-four (24) hours shall be deemed to have rejected the offer.

Further, if no contact is made by telephone, the Board shall contact the Teacher, in writing, by Priority Post or courier. It shall be deemed a refusal of an offer if a redundant Teacher does not respond to the offer of a position on the second calendar day by 5:00 pm after receipt of the written offer, exclusive of Saturday and Sunday.

- (h) If a Teacher is recalled to a position in the school from which the Teacher was declared redundant, the Teacher shall be placed. If the Teacher does not accept the placement, the Teacher's name will not remain on the Recall List.
- (i) If a Teacher is recalled to a position in a school other than the one from which the Teacher was declared surplus, the Teacher has the right of refusal of one position that is offered and remain on the Recall List.
- (j) A Teacher who is recalled to a position with the Board following the effective date of termination shall be placed into a position as though there were no break in service. Notwithstanding the foregoing, if a Teacher is recalled to a position with the Board more than ten (10) instructional days following the effective date of termination, time equivalent to the time on the recall list may be added to the remaining probationary period. Teaching experience for grid placement purposes shall not accrue during any period of layoff.

Teachers who have been terminated by the Board because of redundancy and who subsequently are recalled by the Board shall maintain any sick leave credits for sick leave purposes or for calculation of their Retirement Gratuity.

4. A: VOLUNTARY TRANSFERS

- (i) After Non-Probationary Teachers have been placed pursuant to Article 20.04 (2) and prior to the placement of any Probationary Teachers, every effort

will be made to place Non-Probationary Teachers who have requested a transfer on their Teacher Profile Sheet into vacant positions in schools indicated as a preference on their Teacher Profile Sheet, subject to qualifications and curricula program needs.

A Teacher who has requested a transfer shall accept a placement at a school and in the subject areas indicated as a preference on the teacher's Teacher Profile Sheet as provided in Article 20.02.

- (ii) If two or more Members are qualified to be placed into the same vacant position, the Tie-breaking Procedures in Article 20.05 will be used to determine which Member will be placed.

B: RIGHT TO RETURN OF TEACHERS SURPLUS TO A SCHOOL

Prior to the placement of any Probationary Teachers, any teachers who were identified as surplus to a school's needs and were transferred in the previous year may be returned to their previous school if a vacancy exists for September 1, subject to qualifications and curricula program needs.

C: EXCHANGES

After the completion of the Staffing Meeting and prior to June 15, Members, including those in Positions of Responsibility, may exchange positions for one year subject to the mutual consent of the Teachers and Principals involved. The exchange may be extended for one additional year, subject to the mutual consent of the Teachers and Principals involved.

5. PART-TIME TO MORE TIME

After all Teachers have been placed into a position equivalent to their current FTE entitlement, in accordance with the procedures in Article XX, requests from Part-time Teachers for increased time will be considered subject to Article XXI.

6. JOB POSTINGS

After all Teachers have been placed into a position equivalent to their current FTE and all requests for more time have been considered, a series of Job Postings for available positions will be generated.

Internal job postings shall be available in all locations where Teachers work. Except as otherwise agreed to by the Bargaining Unit and the Board, the job posting shall be available for a minimum of three (3) working days.

Posting #1 - open only to Teacher Bargaining Unit Members including Day School Continuing Education Teachers.

Posting #2 - open only to Members eligible for Posting #1 plus OSSTF Occasional Teacher Bargaining Unit Members. If only two (2) postings are generated, then postings would also be available to external hiring.

Posting #3 - (if applicable) open to Members eligible for Posting #1 and #2 plus external hiring.

20.05 TIE-BREAKING PROCEDURES

- (a) the Member with the greatest FTE;
- (b) aggregate teaching experience with the Waterloo Region District School Board;
- (c) years of continuous secondary teaching experience in Ontario;
- (d) years of aggregate secondary teaching experience in Ontario;
- (e) years of aggregate teaching experience;
- (f) by lot.

20.06 APPEALS COMMITTEE

An Appeals Committee made up of the OSSTF TBU President, OSSTF TBU Chief Negotiator, Superintendent of Human Resources and Superintendent responsible for Secondary School Staffing shall meet in the event that any Teacher or Principal wishes to appeal how a Teacher is being placed or was placed during the Staffing Process.

ARTICLE XXI – PART-TIME TEACHERS

- 21.01** 1. Part-time teachers who wish to increase their regular full-time equivalent (FTE) for the following school year, shall make such request by April 1, on their Teacher Profile Sheet.
2. The Principal shall provide Teachers who commence a school year at less than a 1.0 FTE with the opportunity to request an increase in their FTE at their current school or through transfer to another school. The Principal will provide each part-time Member with the “Request for Increased Time After the Start of the School Year” no later than September 8. The Member will request more time by completing the form and returning it to the Principal no later ~~than~~ September 15th.
- 21.02** Part-time teachers who have received a written notice during the current year that indicates the Member’s work is deemed unsatisfactory by the Principal and the Supervisory Officer and that outlines instructions for improvement will not have their request for an increase in their Full-Time Equivalent (FTE).
- 21.03** At the Secondary Staffing Placement Meeting, after all Teachers have been placed into positions equivalent to their Full-Time Equivalent (FTE), part-time Teachers who have applied to increase their FTE shall be placed into **an** available position with the Board in order of seniority in a location which they have requested on their Teacher Profile Sheet **and** for which they hold qualifications, in all areas **of** the timetable, according to their College of Teachers Certificate of Qualification.

In the event that the part-time Teacher is qualified to teach the majority of the timetable, the Teacher may be assigned the timetable by mutual consent of the Teacher and the Principal, subject to the **Education Act and Regulations**.

21.04 Subsequent to the Secondary Staffing Placement Meeting and until any Fall hiring due to enrolment adjustments is completed, part-time Teachers who have requested to increase their FTE shall be offered available positions in a location they have requested and subject to the criteria specified in Article 21.03 and provided the part-time Teacher can be replaced in the school.

In the event the part-time Teacher cannot be replaced immediately, the Teacher will remain in the current school until such a replacement is hired.

With the consent of the Teacher and the Principal, the Teacher shall be assigned the portion of the timetable in the other school, which can be accommodated through an appropriate timetable match.

21.05 After the completion of fall hiring due to enrolment adjustments, part-time teachers who have requested an increase in their FTE shall be offered positions, which become available and in a location they have requested:

- a) at their current worksite at any time during the remainder of the school year;
- b) at any worksite where the position commences at the start of a semester, in accordance with Article 21.04;
- c) at any worksite where the position commences at a time other than the start of a semester subject to the mutual consent of the Teacher and both of the Principals involved.

21.06 A Member who is assigned to more than one worksite shall have the same rights to increased time at one worksite as provided under Articles 21.03, 21.04 and 21.05 above.

21.07 All part-time Teachers shall be eligible to apply to the Job Postings identified in Article 20.04.6.

21.08 A part-time teacher who has timetabled duties assigned in one **or two** periods **in** a semestered school, or up to three **(3)** periods in a non-semestered school, shall, where possible, have those periods and any other assigned duties timetabled consecutively either in the morning or in the afternoon. The Principal shall make every effort to schedule the A.M. or P.M. preference of the part-time Teacher. Any such assignment shall remain in that portion of the day for which it was assigned throughout the school year, unless otherwise agreed to by the Member.

21.09 Except as otherwise provided in this Agreement, the grid salary and benefits contributions of a part-time Teacher shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment.

21.10 All part-time teachers shall be assigned credit/credit-equivalent courses and the proportional amount of equivalent duties and/or special programs to that of a full-time teacher.

ARTICLE XXII - SCHOOL CLOSURE AND SCHOOL OPENING STAFFING PROCEDURES

22.01 The staffing provisions in Articles XX and XXI apply to the annual staffing process. Staffing processes related to school closures and opening of new schools will be agreed to prior to the closure or opening of a school.

ARTICLE XXIII - PERSONNEL FILES

23.01 The personnel file of an employee shall be maintained in Human Resources Department of the Board and shall be available and open to a member for inspection in the presence of a supervisory officer or other person(s) designated by the Director during the regular working hours of the department.

23.02 Members shall receive copies of any items placed in their personnel file.

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

23.04 (1) A Member may request, in writing, to the Superintendent of Human Resources, to remove any material from the Member's file. No material removed from a Member's file shall be referred to or used against the Member in any way. For further clarity, but not *so* as to limit the generality of the foregoing, it shall not be used against the Member in order to demote, dismiss, discharge or discipline the Member in any way, nor shall it be used against the Member in any arbitration or any other legal proceeding.

(2) The Superintendent of Human Resources shall respond in writing to the Member within three **(3)** weeks of the date of such request. A copy of the response will be provided to the Bargaining Unit President.

(3) If such a request were denied, the Member may request a meeting with the Superintendent of Human Resources and the school superintendent, to review the decision.

23.05 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of the Education Act **or** any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources and those personnel designated by the Superintendent of Human Resources. The Superintendent of Human Resources shall advise the Bargaining Unit President of the names of those *so* designated.

23.06 The Board shall not externally release any information about a teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising statutory obligations.

ARTICLE XXIV – CONTINUING EDUCATION TEACHERS IN DAY SCHOOL PROGRAMS

24.01 RECOGNITION

The provisions set out in Article XXIV shall constitute the entire agreement of the parties on the terms and conditions of employment for Members teaching day school Continuing Education credit courses.

24.02 LEAVES

1. Bereavement Leave

A Member in a Continuing Education program will have the rights and privileges as stated in Article 15.05.1 a, b, and c.

2. Leave of Absence

A Continuing Education Member shall be entitled to a Leave of Absence, with pay, to a maximum of two (2) days per credit taught for which they are under contract and teaching for the purpose of sick leave. A Member shall not exceed twelve (12) days during any contract year regardless of the number of continuing education credits or courses taught. Such days shall not accumulate beyond the contract term.

3. Leave of Absence - Other

- (a) A Member in a Continuing Education program shall be entitled to a Leave to Observe Religious Holy Days as per Article 15.05.4.
- (b) A Member in a Continuing Education day school program may be granted, without salary, a leave of absence for an extended period up to one (1) year at the discretion of the Board. A request for such a leave will be considered on its merits. Request for a leave of absence should be received by the Director of Education five (5) months prior to the date on which the leave is to commence.
- (c) Pregnancy and parental leaves shall be granted in accordance with the Employment Standards Act.
- (d) Any member who is required to act as a juror or court witness, will be granted the necessary leave of absence, without loss of pay or seniority, where applicable, provided that the payment the Member receives from the court, exclusive of expenses, is turned over to the Board.
- (e) Leave with pay and without loss of benefits, experience or seniority, where applicable, shall be granted to a Member for a period of quarantine when declared by the Medical Officer of Health or designate.
- (f) A Member in a Continuing Education Day School Program teaching in the quadmester in which the February professional development day falls shall be

entitled to take the professional day as provided to the other secondary school teachers.

24.03 SALARY

1. (a) Effective September 1, 2004, the hourly rate of pay will be \$40.53. The same rate applies to Guidance Staff.
(b) Effective September 1, 2005, the hourly rate of pay will be \$37.58.
(c) Effective September 1, 2006, the hourly rate of pay will be \$38.33.
(d) Effective February 1, 2007, the hourly rate of pay will be \$38.71.
(e) Effective September 1, 2007, the hourly rate of pay will be \$39.41.
(f) Effective February 1, 2008, the hourly rate of pay will be \$39.96.

A Day School Continuing Education Teacher will be paid for a fifteen (15) minute break for each credit each day.

2. Five and one-half (5%) hours of instruction per day for a Day School Continuing Education Teacher shall constitute one (1) full day of employment. Two and three-quarters (2%) hours of instruction per day shall constitute one-half (1/2) day of employment.
3. Vacation pay will be paid at the rate of 4%.
4. The following days are considered paid holidays:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day

Payment for paid holidays shall be on the basis of the number of hours worked per week divided by five (5) and multiplied by the appropriate hourly rate.

5. In addition to the above, Members will be provided with one-half of their day's pay at the end of each quadmester in recognition of turnaround/year end activities.

24.04 GRIEVANCE PROCEDURE

The Grievance Procedure as outlined in Article XVIII shall be available to Continuing Education Members.

24.05 UNION RIGHTS AND LABOUR/MANAGEMENT RELATIONSHIPS

Union Rights as outlined in Article VII and Article VIII shall be available to Continuing Education Members.

24.06 SENIORITY AND RECALL

Seniority:

Continuing Education Members in Day School Programs shall be placed on a seniority list by workplace location according to their most recent date of hire at that worksite. A

Member will maintain the original date of hire for seniority purposes while on the recall list.

The Board will create a list of Continuing Education Members at each day school worksite in order of seniority; this list will indicate all qualifications held by the Continuing Education Members according to their College of Teachers Certificate of Qualifications. A copy of the seniority lists as at September 1 and February 1 of each year will be provided to the Bargaining Unit by September 30 and February 28 of that year.

Staffing Procedure:

Continuing Education Members shall be assigned courses for which they hold qualifications according to their College of Teachers Certificate of Qualifications in order of their seniority. A Continuing Education Member shall be assigned up to three (3) day school credit courses per semester. If there are two (2) or more Continuing Education Members with the same seniority and only one credit or program remaining to be assigned for which they hold qualifications, the member with the most teaching experience within the Waterloo Region District School Board or its predecessors shall be placed in the assignment; otherwise the placement shall be determined by lot. If all current Members have been assigned three (3) credits, then a Member may be assigned additional credits with the mutual consent of both parties.

Recall Procedure:

Where a Continuing Education Member in a day school program has not been assigned three (3) credits in a semester, the Member will be placed on a Recall List. Continuing Education members shall be recalled to a credit course for which they hold qualifications according to their College of Teacher Certificate of Qualifications as openings become available.

24.07 JOB POSTINGS

Members employed in continuing education positions shall be eligible to apply to internal job postings as outlined in the Secondary School Staffing Procedures.

24.08 TERMINATION OF EMPLOYMENT

Termination of employment may occur:

- (a) at any time by mutual consent in writing of the Teacher and the Board;
- (b) if, after the Teacher has entered upon his/her teaching duties and within the first seven (7) teaching days, either party gives written notice to the other, not less than forty-eight (48) hours before the date of termination specified. If the course continues past seven (7) teaching days, the Teacher shall continue to be assigned for the remainder of the quadmester; or
- (c) by the Board at any time without notice to the Teacher where, before the commencement of the course or class or teaching in the subject, the Board has resolved not to offer the course, class or subject.

24.09 BENEFITS

Members teaching in day school continuing education programs shall have full access to Article 14.01, 14.02, 14.03, 14.04, and 14.05 of this Collective Agreement.

24.10 In the event that the entire Continuing Education Day School Program ceases to be offered by the Waterloo Region District School Board, all Continuing Education Day School Teachers shall be offered a placement into a Probationary Untenured Teaching Position subject to qualifications and curricula program needs. The Full-Time Equivalent (FTE) entitlement will be calculated by dividing the number of courses taught in the previous school year by the maximum number of courses that could have been taught in that school year by a Continuing Education Day School Teacher. **If** no Probationary Untenured Position for which the Teacher is qualified (as provided above) exists, the Teacher will be declared surplus to the system and have the Right of Recall – Article XX.

ARTICLE XXV - CONTINUING EDUCATION TEACHERS IN NIGHT SCHOOL AND SUMMER SCHOOL CREDIT COURSES

25.01 RECOGNITION

The provisions set out in Article XXV shall constitute the entire agreement of the parties on the terms and conditions of employment for Members teaching night school or summer school Continuing Education credit courses.

25.02 LEAVES

1. Bereavement Leave

A Member in a Continuing Education program will have the rights and privileges as stated in Article 15.05 (1) (a), (b), and (c).

2. Leave of Absence

A night school or summer school Continuing Education teacher shall be entitled to a Leave of Absence with pay, to a maximum of two **(2)** days per credit taught for which they are under contract and teaching for the purpose of sick leave.

3. Leaves of absence, without pay, up to a maximum **of** one year in duration, shall be granted by the Board for reasons of personal illness certified by a physician or parental leave.

Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act.

4. Any Member who is required to act as a juror or court witness, will be granted the necessary leave **of** absence, without loss of pay or seniority, where applicable, provided that the payment the Member receives from the court, exclusive of expenses, is turned over to the Board.

5. Leave with pay and without loss of benefits, experience or seniority, where applicable, shall be granted to a Member for a period of quarantine when declared by the Medical Officer of Health or designate.

25.03 SALARY

1. (a) Effective September 1, 2004, the hourly rate of pay will be **\$40.53**.
- (b) Effective September 1, 2005, the hourly rate of pay will be **\$41.34**.
- (c) Effective September 1, 2006, the hourly rate of pay will be **\$42.17**.
- (d) Effective February 1, 2007, the hourly rate of pay will be **\$42.59**.
- (e) Effective September 1, 2007, the hourly rate of pay will be **\$43.36**.
- (f) Effective February 1, 2008, the hourly rate of pay will be **\$43.97**.
2. Vacation pay will be paid at the rate of **4%**.

Members shall be paid for hours worked according to the pay dates outlined in Article 11.01 of this Collective Agreement.

25.04 GRIEVANCE PROCEDURE

The Grievance Procedure as outlined in Article XVIII shall be available to Continuing Education Members.

25.05 UNION RIGHTS AND LABOUR/MANAGEMENT RELATIONSHIPS

Union rights as outlined in Article VII and Article VIII shall be available to Continuing Education Members.

25.06 RECALL

Upon completion of the night school or summer school credit course for which a Continuing Education member is paid, such Continuing Education member shall be given the opportunity to submit a written expression of interest in teaching the same course at the same grade and level of difficulty.

Should the Board offer this particular credit course at the same worksite within the year following completion of this credit course, and require a Continuing Education member to teach it, then the Board will offer that position to the Continuing Education member who had submitted a written expression of interest as above, subject to satisfactory performance. Where there are a greater number of teachers who have submitted requests than available sections at a particular worksite, the teacher with the most teaching experience in that course at that worksite will be placed into the assignment.

25.07 JOB POSTINGS

Members employed in night school or summer school continuing education positions shall be eligible to apply to internal job postings by completing a teacher's Application For Transfer Through Postings, as outlined in the Secondary School Staffing Procedures.

25.08 TERMINATION OF EMPLOYMENT

- (a) at any time by mutual consent in writing of the Teacher and the Board;

- (b) if the Teacher has entered upon the teaching duties at any time by either party given written notice to the other not less than forty-eight hours before the date of termination specified in the notice; or
- (c) by the Board at any time without notice to the Teacher where, before the commencement of the course or class or teaching in the subject, the Board has resolved not to offer the course, class or subject.

ARTICLE XXVI - HOME INSTRUCTION TEACHERS

26.01 Effective September 1, 2001, payment will be made at the rate of \$23.91 per hour plus mileage fi-om the home of the Member.

ARTICLE XXVII – OCCASIONAL TEACHERS

27.01 RECOGNITION

The provisions set out in Article XXVII shall constitute the entire agreement of the parties on the terms and conditions of employment for the Secondary Occasional Teachers.

27.02 An Occasional Teacher shall be entitled to the following provisions of the Collective Agreement:

Article I

Article II

Article III

Article IV

Article V

Article VI

Article VII

Article VIII (8.01, 8.02, 8.03, 8.04)

Article IX (9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.08)

Article XII (12.02)

Article XVIII (18.01, 18.02, 18.03, 18.04, 18.05, 18.06, 18.07, 18.09, 18.10, 18.11, 18.12, 18.13)

Article XIX (19.05, 19.07, 19.08)

Article XXIII

27.03 DEFINITIONS

- a) “Occasional Teacher” – means a teacher who is employed to teach as a substitute **for** a tenured teacher, a teacher without tenure, or a Long-Tern Occasional Teacher who is absent fi-om regular duties for a temporary period that is less than ten (10) consecutive months as defined by September 1 through June 30.
- b) “Certified Occasional Teacher” – means a teacher who is qualified to teach in the province of Ontario as defined in the Acts and Regulations.

- c) “Non-Certified Occasional Teacher” – means a teacher who is not qualified to teach in the province of Ontario as defined in the Acts and Regulations and who is employed when a “Certified Occasional Teacher” is unavailable.
- d) “Short-Term Occasional Teacher” – means a teacher who is required to teach in accordance with section a) for a period of time that is less than the time to be defined as a “Long-Term Occasional Teacher” as stated in section e).
- e) “Long-Term Occasional Teacher” – means a teacher who is required to teach under section a) for a period of fifteen (15) or more consecutive teaching days in the same assignment.

27.04 OCCASIONAL TEACHERS’ LIST

- a) The Board will provide the President of the Bargaining Unit with an alphabetized list of Occasional Teachers, which includes names, addresses, phone numbers, and qualifications by September 30th and February 28th of each school year.
- b) Any Occasional Teacher, who wishes their name to be removed from the list, shall make this request in writing.
- c) By the end of the first full week of June of each year, the Board shall request that current Occasional Teachers confirm their intent to remain on the Occasional Teacher list for the following school year. This request shall be mailed to the home address, on file in Human Resources, of each Occasional Teacher whose name is on the current list. To maintain their name on the list, the Occasional Teacher shall return the appropriate form to Human Resources by July 15th. Human Resources shall remove from the list the name of any Occasional Teacher who has not returned the appropriate form by July 15th.
- d) An Occasional Teacher may, with written notification, apply to have their name removed from the list for a period of time not to exceed one (1) school year. If such a request is granted, the Occasional Teacher will again be added to the list upon written request from the Occasional Teacher.
- e) By February 15th of each year, the Occasional Teacher list will be reviewed to identify any Occasional Teachers who have not taught for at least three (3) days since the start of the current school year. Occasional Teachers who have been identified as having not taught for at least three (3) days will be contacted by Human Resources, and if these Occasional Teachers cannot accept Occasional Teacher assignments for the duration of the school year, their name shall be removed from the list. These Occasional Teachers may later be reinstated to the list pursuant to 27.04 c).
- f) An Occasional Teacher may be a member of more than one teachers’ bargaining unit.

27.05 CONDITIONS OF WORK

- a) An Occasional Teacher/Management Committee will meet at the request of either party to discuss items of concern.
- b) The timetable for a Long-Term Occasional Teacher shall be constructed according to the same criteria as that of other teachers in the same school.
- c) A full-day timetable for a Short-Term Occasional teacher shall be constructed according to the same criteria as that of other teachers in the same school to a maximum per day of 3.5 periods in a school with 75-minute periods or 4.5 periods in a school with periods less than 75 minutes.
- d) All assignments are for a full day unless defined as a half-day assignment as specified below:

A half-day shall be defined as a maximum per day of 2 periods in a school with 75-minute periods or 2.5 periods in a school with periods less than 75 minutes.
- e) When applicable, a timetable for a half-day or a full day may be constructed from a conglomerate of single-or-multi-period leaves occurring within the school.
- f) Grievance and Arbitration: The Arbitration Board shall not, by any decision rendered, add to, delete from, modify or otherwise amend the provisions of this Article XXVII.

27.06 SHORT-TERM OCCASIONAL TEACHERS

- a) Rates of Pay

Effective September 1, 2005, the Board shall pay rates of remuneration in accordance with the following:

The daily rate of a Certified Short-Term Occasional Teacher shall be a proportion of 1/194 of 98.42% of Category 1, 0 (zero) years experience of the **Basic** Salary Scale, Article X, 10.01. Vacation pay is included in the daily rate.

A Non-Certified Short-Term Occasional Teacher shall be paid at a rate of 75% of the Certified Short-Term Occasional Teacher. Vacation pay is included in the daily rate.

The maximum amount payable to a Short-Term Occasional Teacher shall not exceed one (1) full day.

- b) The daily rate of **pay** for a Short-Term Occasional Teacher, as provided in 27.06 a) shall be deemed to include assigned supervision.

- c) Cancellation: The Board shall give a minimum of two (2) hours notice of cancellation of any prearranged short-term assignment. Should the cancellation of a prearranged assignment occur without notice, the Board shall pay the Short-Term Occasional Teacher the pay the Occasional Teacher would have received for that assignment and the Occasional Teacher shall report for alternate duties.

27.07 LONG-TERM OCCASIONAL TEACHER

- a) An Occasional Teacher employed on a regular basis for fifteen (15) or more consecutive teaching days in the same assignment, in any one school year, shall be paid on a prorated salary appropriate to the teacher's qualifications and experience in compliance with the established salary schedule as per Article X, 10.01, retroactive to the date of appointment in that position.

It is understood and agreed that the salary of the Long-Term Occasional teacher includes vacation and statutory holidays.

- b) Effective September 1, 2005 Daily Rate: A Long-Term Occasional Teacher shall be paid a proportion of 1/194 of a salary appropriate to the teacher's qualifications **and** experience in compliance with Article IX – Category Definitions and Implementations and Article **X** – Basic Salary and Allowances based on the number of classes taught plus assigned supervision, retroactive to the date of the appointment to the position.
- c) Professional Activity Days: A Long-Term Occasional Teacher who is scheduled to work when there is a professional activity day shall be paid for the day provided that the Long-Term Occasional Teacher participates in the scheduled professional activities. A professional activity day shall not interrupt a Long-Term Occasional Teacher Assignment.
- d) Supervision Duties: A Long-Term Occasional Teacher shall assume the Supervision duties of the teacher being replaced.
- e) Sick Leave: A Long-Term Occasional Teacher on a long-term teaching assignment shall be entitled to accumulate two (2) days of sick leave per month. Sick leave credits accumulated and not used in the current assignment are transferable to other long-term occasional assignments in that school year.

Effective September 1, 2004 Long-term Occasional Teachers who, in accordance with Article XII, 12.02, are deemed to have commenced a contract as an Untenured Teacher retroactive to the first day of their Long-Term Occasional assignment shall be entitled to transfer to the regular teaching assignment the following September, those sick leave credits allocated to that LTO assignment and not used.

- f) Other Leaves:
 - (i) A Long-Term Occasional Teacher who is required to act as a juror or court witness will be granted the necessary leave of absence without loss of pay,

experience, benefits or seniority, provided that the payment the employee receives from the court is returned to the Board.

- (ii) Leave with pay and without loss of benefits, experience or seniority shall be granted to a Long-Term Occasional Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.
- (iii)
 - (a) Leave without loss of pay for up to five **(5)** school days for a bereavement in the immediate family which shall include: father, mother, sister, brother, son, daughter, spouse or equivalent, stepfather, stepmother, stepson, stepdaughter, ward, fiancé(e).
 - (b) Leave without loss of pay for up to three **(3)** school days for a bereavement in the immediate family which shall include: grandfather, grandmother, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepbrother, stepsister, guardian.
 - (c) Additional leave without loss of salary for up to two **(2)** school days may be granted for travel time, only if such is required for (a) and (b) under 27.07 f) (iii).
 - (d) Leave without loss of pay for up to one **(1)** school day for aunt, uncle, niece, nephew or close friend.
 - (e) An additional leave with or without loss of pay may be granted by the Director of Education or designate.
 - (f) Bereavement leave shall not interrupt a long-term occasional teaching assignment.
- (iv) A Long-Term Occasional Teacher shall be entitled to a family care leave with pay and with deduction from accumulated sick leave account for up to two **(2)** school days per year.
- (v) A Long-Term Occasional Teacher shall be entitled to a leave without loss of pay for **up** to one **(1)** school day to observe a Religious Holy Day which falls on a school day where the Long-Term Occasional Teacher is forbidden to work by the Long-Term Occasional Teacher's religion.

Long-Term Occasional Teachers applying for such Religious Holy Day will give one **(1)** month's notice to the Superintendent of Human Resources or designate, through the Principal, of the pending Religious Holy Day.
- (vi) A Long-Term Occasional Teacher shall be eligible to access the Teacher Bargaining Unit Short-Term Education Leave fund, as determined by the Teacher Bargaining **Unit** and prescribed by the current STEL guidelines.

- g) Pregnancy and Parental leave shall be granted to a Long-Term Occasional Teacher as provided by the Ontario Employment Standards Act and the regulations established thereunder.
- h) Notice of Termination: A Long-Term Occasional Teacher shall be provided with a minimum of two (2) weeks notice should the absent teacher return to the position prior to the original end date of their leave.

27.08 An Occasional Teacher shall be eligible to apply to secondary school teaching positions in accordance with Article XX 20.04 (6).

LETTERS OF UNDERSTANDING

FOR THE DRAMATIC MOVEMENT OF SECONDARY STAFF

2006-2007

Purpose

These procedures are designed to address staffing changes in 2006-2007 brought about by the Secondary School Accommodation Review process including the opening of Huron Heights Secondary School, boundary changes and relocated or new magnet programs.

Fundamental Premises for Staffing

- a) All teachers are employees of the Waterloo Region District School Board, not individual schools.
- b) All teachers who are required to change school location must do so through a fair and equitable process, taking into account teacher profile requests related to preferred location and program.
- c) Teachers in Positions of Added Responsibility (PAR) with the Waterloo Region District School Board will maintain these positions for the 2006-2007 school year. The only exceptions are, if the teacher requests not to maintain the position, or if they are removed from this position as a result of a performance review.
- d) In extenuating circumstances, consideration may be given to program needs. Using all available information, tenured teachers will be placed in their current school based on seniority, program needs, and qualifications. In the event that a school wishes to declare a more senior tenured teacher surplus, the Principal must provide written rationale to the Superintendent of Human Resources. If the Superintendent of Human Resources determines that the more senior teacher is to be declared surplus, the Union will be notified and given the Principal's written rationale at least 3 calendar days prior to the Secondary Staffing Meeting.
- e) Access to the Appeals Committee as identified in Article 20.06 of the existing Collective Agreement will be available to both teachers and principals.

Appeals Process

“An Appeals Committee made up of the OSSTF Bargaining Unit President, OSSTF Bargaining Unit Chief Negotiator, Superintendent of Human Resources **and** Superintendent responsible for Secondary School Staffing shall meet in the event that any Teacher or Principal wishes to appeal how a Teacher is being placed or was placed during the Staffing Process.”

Steps in the Secondary Staffing Process for 2006-2007

Step 1 – Placement of Displaced Congregated Special Education Staff

- a) Congregated special education classes and staff will be placed by the Superintendent of Human Resources, in consultation with Special Education Program staff and Principals.

Step 2 – Selection of Positions of Responsibility for Huron Heights

- b) The appointment and the full-time duties of Huron Heights PAR staff will commence September 1, 2006 for the 2006-2007 school year unless otherwise agreed.

- c) Selecting Huron Heights PAR staff in the following areas may be completed, subject to changes in department structure negotiated prior to September 1, 2006, by October 31, 2005:

- Arts
- Business
- English
- Assistant Head of English
- Guidance
- Language
- Mathematics
- Physical Education
- Science
- Social Sciences
- Assistant Head of Social Sciences
- Special Education
- Teacher Librarian
- Technology

- (i) These PAR are posted as open to all existing PAR staff and all tenured staff who meet the criteria for the position.
- (ii) The selection of teaching personnel for PAR at the new school will follow the procedure set out on Page 9430 of the Administrative Service Procedures Manual.
- (iii) If no person applies, a second posting for internal candidates will occur.
- (iv) Any posting open to external candidates will require the approval of the Superintendent of Human Resources.
- (v) All staff openings at schools other than Huron Heights SS, PAR or otherwise, created by the filling of Huron Heights PAR positions under Step 2 will be filled during the regular secondary staffing process for 2006/2007.

Step 3 – Selection of Tenured Teachers for Huron Heights

The selection of tenured teachers for Huron Heights Secondary School will be dealt with in two phases.

Phase 1

- a) Huron Heights Secondary School may declare and fill a maximum of 80% staff positions (including PAR assignments) by January 31, 2006.
- b) Staff at any school “dramatically impacted” (as agreed to by the Waterloo Region District School Board and OSSTF) will be asked to declare their willingness to transfer to Huron Heights Secondary School.
- c) Huron Heights Secondary School will accept a minimum of 40% staff (excluding PAR assignments) as identified in (a) above as transfers from the staff identified in (b) above, unless otherwise agreed upon by the Waterloo Region District School Board and OSSTF.

Phase 2

- d) Huron Heights Secondary School may declare and fill additional staff positions by April 30, 2006 up to a maximum of 90% of anticipated staff. The number of positions will be determined by the projected enrolment of the new school. The specific number of staff will be mutually agreed upon by OSSTF and WRDSB. These Huron Heights staff positions will be posted to all Waterloo Region District School Board tenured teachers.
- e) By April 30, 2006, the selection of staff under (d) will include 40% of Huron Heights staff openings from those schools “dramatically impacted” by boundary changes.
- f) No external postings will occur until all displaced tenured teachers have been placed or there is mutual agreement between the Waterloo Region District School Board and OSSTF.
- g) Any staff openings left or created as a result of this process will be dealt with as part of the next school year’s staffing process.

Step 4 – Placement of Untenured Teachers

- a) Untenured teachers will be placed after all tenured teachers have been placed.

RE: MEDICAL DOCUMENTATION

1. No member of the Board Administration or Union shall offer medical advice to a Member unless qualified to do so.
2. The Board shall ensure that all individual medical records and information provided by a qualified health care practitioner with the permission of the Member are stored in a secure location and in a completely confidential manner. Access to such individual records and information shall be confidential and strictly limited to the individual Member, the Human Resources Manager with responsibility for disability management and the Human Resources Officer- Attendance/Disability Management. A Member will be provided with copies of **any** and all information contained in their medical file within five (5) working days of a written request being delivered to the Human Resources Manager or the Human Resources Officer responsible for disability management. In the event of an IME report, a copy of the report will be provided to the Member or their qualified health care practitioner.

3. A Member who is absent for six (6) consecutive days will provide a note from a qualified health care practitioner.
 - a) If the Member is medically fit to return to work, the note will indicate the Member is fit to return to work and be given to their Principal or their Supervisor outside of the Bargaining Unit.
 - b) If the Member is unable to return to their previous duties (full-time or part-time), or if accommodations to work are required, the note will be given to the Human Resources Officer- Attendance/Disability Management and will include:
 - i) Confirmation of an active treatment plan
 - ii) Indication if a referral to another medical practitioner has been made
 - iii) Delineation of limitations
 - iv) Indication of the date of reassessment
 - c) in the event the information provided in 3 b is insufficient, following consultation with the Union and an explanation to the Member of what is insufficient, the Board may request additional documentation to supplement the original note.
 - d) In the event that the Board has a concern about a pattern of absences, the Board may request a meeting with the Member and the Union to discuss the concern. Following the meeting the Board may request supporting medical documentation.
4. When a return to work plan is required, the plan will be developed cooperatively between the Board and the Union with input from the Member based on medical documentation.
5. Accommodations required by a Member while performing at their full or reduced F.T.E. workload will be developed cooperatively between the Board and the Union with input from the Member based on medical documentation.
6. Should the Board request from a Member, an independent medical opinion, the choice of health care practitioner shall be mutually agreeable to the Board, the Member and the Union.

RE: TEACHER DEVELOPMENT ACCOUNT

Individual secondary teachers employed in 2004-05 shall be entitled to a one-time allowance as determined by the Ministry of Education.

It is understood that the total amount payable to the entitled teachers shall not exceed the total amount provided for this purpose by the Ministry of Education.

An ad-hoc committee of the parties shall meet no later than September 20th 2005 to determine the rules and procedures for accessing this allowance, and resolve matters such as:

- Who will administer the fund for secondary teachers (in the event that the ad-hoc committee is unable to resolve this matter, it is understood that the Board will administer the Teacher Development Account);
- Who will be eligible for funds;
- What kind of formai application will be required;
- How far back (to what date) will teachers be able to claim teacher development expenditures from this fund;
- At what date teachers will no longer be able to claim teacher professional development expenditures from this fund;
- What expenses will be eligible;
- How teachers with **an** FTE less than full-time will have their entitlement prorated;
- Whether the find is intended to provide monies to Occasional Teachers and - **if so** - how entitlements will be determined for these teachers;
- How any funds remaining after the deadline for applications will be dispersed.

Applications will be accepted and/or processed no earlier than September 30th, 2005.

If any aspect of this Letter of Understanding 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.

LETTER OF UNDERSTANDING

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

- e 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%

If, as outlined above, the Provincial government provides to the Board additional funding specifically for secondary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out in Article 10.01 of the Collective

Agreement), then the salaries for that year or those years shall be increased to the extent permitted by the amount of such funding.

RE: DEPARTMENT ORGANIZATION

- A. The parties agree that for the purpose of the Department Organization restructuring effective September 1, 2006 as provided for in Article 19.03.6 and 10.05.1 the following provisions apply:
1. The Department Heads as of June 30, 2006 shall remain as or be appointed as a Department Head in the new structure effective September 1, 2006. In the event that a Department Head of **Arts** does not remain as or is appointed as a Department Head of the new Department organization, then that individual will be offered the Assistant Head of English at the first school where there is a vacancy effective September 1, 2006.
 2. The Assistant Heads of English as a Second Language and Library shall be the Department Heads of English as a Second Language and Library respectively.
 3. The Assistant Head of English shall continue as the Assistant Head of English.
 4. The Assistant Head of Social Sciences shall be appointed as the Department Head of the subject area for which they are qualified provided that the Department Head of Social Sciences has not been appointed to the Department Head position in the subject area. In the event that an Assistant Department Head is not appointed to a Department Head position in the new Department organization, then the individual will be offered the Department Head position in the subject area for which they are qualified at the first school where there is a vacancy effective September 1, 2006.
 5. All unfilled Positions of Added Responsibility as a result of the September 1, 2006 restructuring will be filled using the Positions of Added Responsibility selection process.
- B. Article 10.11 does not apply to any changes in position resulting from the Department reorganization provided in Article 19.03.6 and 10.05.1 effective September 1, 2006.

RE: ADMINISTRATIVE ASSISTANTS/ACTIVITY DIRECTOR

1. Effective September 2005, Administrative Assistants / Activity Directors shall not be represented by OSSTF with respect to their assigned duties as Administrative Assistants /Activity Directors. They will be represented by OSSTF only for duties that derive from their assignments as teachers, as stipulated in the collective agreement.
2. A committee made up of a Superintendent, two (2) Principals, the OSSTF President, the OSSTF Chief Negotiator and one (1) additional OSSTF Member (determined by the Bargaining Unit) shall be struck to determine:

- a) how secondary teaching assignments of Administrative Assistants/ Activity Directors in 2006-07 and 2007-08, if any, will be incorporated into the workload of these school administrators, and
- b) whether OSSTF will represent them in such assignments.

The committee will make recommendations to their respective parties no later than January 31, 2006, with final agreement on changes no later than March 31, 2006.

3. Agreed to changes regarding the teaching assignments of Administrative Assistants /Activity Directors shall take place no later than September 2006.

RE: SECONDARY SCHOOL ELEARNING COURSES – (ELECTRONICALLY DELIVERED CURRICULUM)

The OSSTF and the WRDSB agree that upon release of the Ministry of Education's Plan for eLearning through the Learning Management System, the parties shall meet within 30 days to develop a protocol for the delivery of eLearning in the Waterloo Region District School Board which addresses such issues as:

1. processes for enrolling students;
2. class sizes for e-learning credits;
3. staffing issues;
4. workload and worksite issues for the Member delivering the elearning course;
5. school day/school year for e-learning;
6. job posting for elearning;
7. department structure for elearning;
8. any other issues related to the implementation of elearning.

RE: JOINT BENEFIT REVIEW COMMITTEE

The parties agree to establish no later than September 15, 2005, a Joint Benefit Review Committee composed of up to three representatives from the Board and up to three representatives from the Union.

The Committee will review the existing benefit plan design and possible restructuring of benefit coverage and will make its report no later than March 1, 2006 or such later date as agreed upon by the Committee.

Changes may only be made to the benefits and the benefit plan where the Board and the Union jointly agree to the changes. It is further understood that any changes recommended by the Committee will not result in any additional costs to the Board with respect to the total cost associated with the Board's benefit plan.

RE: MULTI SUBJECT INSTRUCTIONAL PERIOD (MSIP)

A Letter of Understanding for each school wishing to implement a timetable that includes a Multi Subject Instructional Period will be agreed to prior to implementation. The agreement will be between the Waterloo Region District School Board and the Ontario Secondary School Teachers' Federation. The parties will ensure that any proposed MSIP timetable conforms to the conditions set out in the Collective Agreement as modified by the Letter of Understanding.

RE: PAYROLL DEPOSIT ADVICES

Beginning January 2005, Payroll Deposit Advices for the previous twelve-month period will be available to Members on the Board's electronic information system. For the period January 1, 2005 to August 31, 2005, the Board will post on its electronic message system (Waterworks) a reminder regarding procedures to access payroll information on the day of each payroll deposit.

RE: BENEFITS - BOARD/EMPLOYEE CONTRIBUTION SHARE

In the event that the Ontario government provides additional funding for teacher compensation, as indicated in the Letter of Understanding re: the reopening of salaries, the parties agree to discuss as part of the Joint Review Committee, the possibility of increasing the Board's percentage share of the Benefit Plan's premiums paid by the Board. In the event that the above occurs following the completion of the tasks associated with the Joint Benefit Review Committee, the parties agree to reactivate the Joint Benefit Review Committee to facilitate the above-noted discussion.

SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 10th day of June, 2005.

FOR THE WATERLOO REGION
DISTRICT SCHOOL BOARD:

FOR THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION -
WATERLOO REGION DISTRICT 24

Chairperson of the Board

Chief Negotiator, Collective Bargaining
Committee

Director of Education and Secretary to
the Board

Chairperson, Collective Bargaining
Committee

Superintendent of Human Resources

President, Ontario Secondary School
Teachers' Federation - Waterloo Region
District 24

Manager of Employee Relations &
Staffing (Administrative & Support
Staff)

Human Resources Manager - Staffing
(Secondary Teachers)

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