



## **AGREEMENT**

**Between**

**THE THAMES VALLEY DISTRICT SCHOOL BOARD**

**and**

**THE ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION**

**DISTRICT 11**

**APPENDIX F**

**CONTINUING EDUCATION TEACHERS**

**2002 SEPTEMBER 01**

**TO**

**2004 AUGUST 31**

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**This Collective Agreement, hereinafter referred to as the Agreement, is made this nineteenth (19<sup>th</sup>) day of June, 2003.**

**- BETWEEN -**

**The Thames Valley District School Board**

**- AND -**

**The Ontario Secondary Teachers' Federation - District #11**

#### **ARTICLE 1 - RECOGNITION**

- 1.1 The Board being the Thames Valley District School Board (hereinafter referred to as "the Board") recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its secondary panel (including Learning Co-ordinators, Secondary Occasional Teachers and Continuing Education Teachers).
- 1.2 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 1.3 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any OSSTF advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Teachers in all matters pertaining to the negotiation and administration of the Agreement.
- 1.4 The Board further recognizes the right of OSSTF to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board or school/worksite administrator shall notify the member of his/her right to Union representation.
- 1.5 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 1.6 The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.
- 1.7 The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

#### **ARTICLE 2 - TERM OF AGREEMENT, RENEWAL AND AMENDMENT**

- 2.1 The Agreement applies to the period commencing 2002 September 01 and shall continue in force up to and including 2004 August 31 and shall continue automatically thereafter for annual periods unless either party notifies the other, in writing between April 01 and 30<sup>th</sup> prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of the

Agreement, in accordance with the *Ontario Labour Relations Act*.

**2.2** Notwithstanding the provisions of Article 2.1, unless otherwise stated in the Agreement, the provisions of the Agreement come into force and take effect on 2001 May 25.

#### Amendment During Life of Agreement

**2.3** No changes can be made to the Agreement without the written consent of the parties; nor can any changes be made to the Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

### **ARTICLE 3 - NO STRIKE OR LOCKOUT**

**3.1** There shall be no strike or lockout during the term of the Agreement. The terms "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

### **ARTICLE 4 - RIGHTS AND RESPONSIBILITIES**

#### **4.1 Management Rights**

The Parties recognize the right and obligation of the Board to exercise its management rights and functions including the right and obligation of the Board to manage the affairs of the Board in all respects and to carry out such responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Agreement and which are in compliance with the prevailing statutes and regulations.

**4.2.1** In the event that the Government of Ontario passes or amends Statutes and/or Regulations and/or Guidelines/Formulas that, in the opinion of either party, impact on the operation of the Agreement the parties shall meet within fifteen (15) days of the written request of either party to discuss such impact.

**4.2.2** The parties shall attempt, in accordance with the provisions of Article 2.3, to address the concerns raised under Article 4.2.1. It is understood and agreed that any such modification(s) will be in compliance with the change(s) identified under the provisions of Article 4.2.1.

**4.2.3** Should the parties fail to reach agreement within fifteen (15) days, the Board will effect such changes as it deems necessary to bring the Agreement into compliance with the new or amended Statute(s) and/or Regulation(s) and/or Guideline(s)/Formula.

#### **4.3 Just Cause**

The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Teachers.

**4.4.1** Matters related to the discipline or termination of a Teacher shall be communicated in writing between the Parties. The Teacher shall have the right to Union representation throughout the process.

**4.4.2** When a performance evaluation process leads to the decision to terminate a Teacher, notice of termination, with the reasons therefore, shall be given to the Teacher before the end of the Teacher's current assignment and the termination shall take effect upon completion of that

assignment. In all other cases, termination for just cause shall take effect upon the date determined by the Board subject to any relevant provisions of the *Education Act* and *Regulations*

#### **4.5 No Penalty For Lawful Union Activity**

The Board agrees not to penalize or discriminate against any Teacher for participating in the lawful activities of the Union, including exercising any rights under the Agreement or the prevailing statutes of Ontario.

#### **4.6 No Discrimination**

The Board and the Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicaps as those terms are defined in the *Ontario Human Rights Code*.

#### **4.7 Board To Provide Insurance**

The Board shall provide adequate insurance protection for Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Teachers covered by the Agreement.

### **ARTICLE 5 - PROBATIONARY PERIOD, EVALUATION, RESIGNATION AND RETIREMENT**

#### **Probationary Period**

**5.1** The Agreement applies to the period commencing 2002 September 01 and shall continue in force up to and including 2004 August 31 and shall continue automatically thereafter for annual periods unless either party notifies the other, in writing between April 01 and 30<sup>th</sup> prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of the Agreement, in accordance with the *Ontario Labour Relations Act*.

#### **5.2 Evaluation**

**5.2.1** Only Supervisory Officers, Continuing Education Principals and Vice-Principals and Acting Continuing Education Principals and Acting Continuing Education Vice-Principals shall evaluate a Teacher's competence.

**5.2.2 (a)** A Teacher may request an evaluation by the applicable administrator. Such evaluation shall be conducted in accordance with the Board's normal evaluation policy.

(b) A Teacher will receive a copy of any written documentation of his/her performance and will have the opportunity to sign as having read it and is entitled to make comments if he/she desires. Such documentation and comments will be retained as part of the Teacher's file.

#### **Resignation**

**5.3** A teacher may resign at the end of a term. The request must be received 2 weeks prior to the date of resignation or at any other time by mutual consent in writing by the teacher to the Board.

### **ARTICLE 6 - SALARY**

**6.1** Effective 1998 September 01, the Board shall pay rates of remuneration, which include vacation pay,

in accordance with the provisions of Articles 6.1.1 to 6.1.5.

- 6.1.1** For the period 1998 September 01 to and including 2000 December 31, the rates of pay shall be as set forth in the relevant and applicable Collective Agreements of the predecessor Boards.
- 6.1.2** Effective 2001 January 01, an hourly rated Teacher shall be paid the hourly rate, which includes vacation pay, of thirty-one dollars and forty-three cents (\$31.43) and a Teacher paid an annual salary shall be paid in accordance with the applicable salary provisions of the Secondary Teacher Collective Agreement between the Thames Valley District School Board and the Ontario Secondary School Teachers' Federation, District 11.
- 6.1.3** Effective 2001 September 01, an hourly rated Teacher shall be paid the hourly rate, which includes vacation pay, of thirty-one dollars and eighty-two cents (\$31.82) and a Teacher paid an annual salary shall be paid in accordance with the applicable salary provisions of the Secondary Teacher Collective Agreement between the Thames Valley District School Board and the Ontario Secondary School Teachers' Federation, District 11.
- 6.1.4** Effective 2002 March 08, an hourly rated Teacher shall be paid the hourly rate, which includes vacation pay, of thirty-two dollars and fourteen cents (\$32.14) and a Teacher paid an annual salary shall be paid in accordance with the applicable salary provisions of the Secondary Teacher Collective Agreement between the Thames Valley District School Board and the Ontario Secondary School Teachers' Federation, District 11.
- 6.1.5** Effective midnight 2002 August 31, an hourly rated Teacher shall be paid the hourly rate, which includes vacation pay, of thirty-two dollars and fifty-nine cents (\$32.59) and a Teacher paid an annual salary shall be paid in accordance with the applicable salary provisions of the Secondary Teacher Collective Agreement between the Thames Valley District School Board and the Ontario Secondary School Teachers' Federation, District 11.
- 6.1.6** Effective 2002 September 01, an hourly rated Teacher shall be paid the hourly rate, which includes vacation pay, of thirty-three dollars and twenty-nine cents (\$33.29) and a Teacher paid an annual salary shall be paid in accordance with the applicable salary provisions of the Secondary Teacher Collective Agreement between the Thames Valley District School Board and the Ontario Secondary School Teachers' Federation, District 11.
- 6.1.7** Effective 2003 January 31, an hourly rated Teacher shall be paid the hourly rate, which includes vacation pay, of thirty-three dollars and seventy-six cents (\$33.76) and a Teacher paid an annual salary shall be paid in accordance with the applicable salary provisions of the Secondary Teacher Collective Agreement between the Thames Valley District School Board and the Ontario Secondary School Teachers' Federation, District 11.
- 6.1.8** Effective 2003 April 24 an hourly rated Teacher shall be paid the hourly rate, which includes vacation pay, of thirty-three dollars and ninety-six cents (\$33.96) and a Teacher paid an annual salary shall be paid in accordance with the applicable salary provisions of the Secondary Teacher Collective Agreement between the Thames Valley District School Board and the Ontario Secondary School Teachers' Federation, District 11.
- 6.1.9** Effective September 1, 2003, the following salary grid represents the hourly rate, including 4% vacation pay.

Step	Credit Courses Taught	Hourly Rate*	Rate Applies to:
0	0-15 Courses	\$33.96	Adult day school, night school, summer school (see note below)
1	16 or more Courses	\$34.98	Adult day school

Note: Rates paid for Night School and Summer School programs will remain at Step 0. These teachers will not move up the grid.

Effective September 1, 2003, the Board agrees to provide Adult Day School Continuing Education Teachers (Step 1) Life insurance (\$25,000) and Health Insurance as provided to the Continuing Education Instructors on a 85% employer/15% employee co-payment.

In addition to the \$25,000 life insurance policy, Continuing Education Teachers (Step 1) may apply to purchase life insurance in units of \$25,000 to a maximum of 4 additional units. Eligibility to participate in the plan will be determined by the insurance carrier. The plan shall be administered by the Board. Full premium costs shall be paid by Continuing Education Teachers exercising this option.

## **ARTICLE 7 - SALARY ADMINISTRATION**

7.1 Hourly rated Teachers shall be paid on the dates set forth in Appendix A.

7.2 Teachers paid an annual salary rate shall be paid on the dates set forth in Appendix B.

## **ARTICLE 8 - BENEFITS**

8.1 An hourly rated Teacher may participate in the following benefit plans:

- (a) Health Plan - including Vision Care and Out-of-Province

(b) Dental Plan - including Major Restorative and Orthodontics with co-insurance provisions.

**8.2** The insurance outlined in Article 8.1 shall be as more particularly described and set forth in the respective policies of insurance. Any dispute over payment of benefits under any such policies shall be adjusted between the Teacher and the insurer concerned, but the employer will use its best efforts to adjust and settle any such dispute.

**8.3** The Teacher may opt to participate in the benefit plans set forth in Article 8.1 (a) OR 8.1 (b) OR 8.1 (a) and (b).

**8.4** The Teacher must be enrolled for a full twelve (12) month period.

**8.5** The Teacher will pay one hundred percent (100%) of the premium costs of the plans selected under Article 8.3. Payments will be by direct deductions monthly in advance. Failure to make direct deduction payments will disqualify the Teacher from further participation in any Continuing Education Teacher benefit plans.

**8.6** The provisions of Articles 8.1 - 8.5 take effect 2001 July 01.

## **ARTICLE 9 - PREGNANCY LEAVE**

**9.0** The Board shall grant to a male or female Continuing Education Teacher who becomes a parent, provided said Continuing Education Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental Leave of thirty-five (35) weeks or such shorter leave as the Continuing Education Teacher requests.

**9.1** Articles 9.1 - 9.12 shall apply only to Teachers employed in a Continuing Education Credit Course assignment at the time of commencement of the pregnancy leave.

**9.2** Pregnancy Leaves granted under the provisions of Article 10.1 shall be in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Executive Superintendent of Human Resource Services or designate.

**9.3** The Board shall grant to a pregnant Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than one (1) day prior to the expected date of birth.

**9.4** Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.



**9.5** The written request for a Pregnancy Leave shall contain:

- (a) the start date of the Pregnancy Leave, and
- (b) the end date of the Pregnancy Leave.

**9.6** The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.

**9.7** A Pregnancy Leave shall be without salary or allowances.

**9.8** The Teacher who is participating in the Benefit Plan may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that the Teacher does not intend to participate in the Benefit Plan.

#### Changing Dates of the Leave

**9.9** Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Pregnancy Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Teacher provides the Executive Superintendent of Human Resource Services or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

**9.10** A Teacher may alter the requested termination of a Pregnancy Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

**9.11** A Teacher returning from a Pregnancy Leave shall be assigned by the Board to either the same position held prior to going on the leave or a position as similar and geographically close to the position held prior to going on the leave as possible if the Teacher would still be teaching in a Continuing Education assignment except for the taking of the Pregnancy Leave.

**9.12** A Teacher returning from a Pregnancy Leave for whom the provisions of Article 9.11 do not

apply shall be returned to active status on the Continuing Education Teacher List.

## **ARTICLE 10 - PARENTAL LEAVE**

**10.0** The other parent requesting a Parental Leave may commence that leave anytime within the thirty-five (35) week period following the actual date of birth. The request may be for up to thirty-five (35) weeks if a pregnancy leave has been taken and for up to thirty-seven (37) weeks if a pregnancy leave has not been taken. The term "other parent" includes the natural father and a person who is in a relationship of some permanence with the mother of the child who intends to treat the child as his or her own.

**10.1** Article 10.1 - 10.15 shall apply only to Teachers employed in a Continuing Education Credit Course assignment at the time of commencement of the parental leave.

**10.2** Parental Leaves granted under the provisions of Article 11.1 shall be in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.

**10.3** The Board shall grant to a Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental Leave.

**10.4** A mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.

**10.5** The other parent requesting a Parental Leave may commence that leave anytime within the fifty-two (52) week period following the actual date of birth. The request may be for up to thirty-five (35) weeks if a pregnancy leave has been taken and for up to thirty-seven (37) weeks if a pregnancy leave has not been taken. The term "other parent" includes the natural father and a person who is in a relationship of some permanence with the mother of the child who intends to treat the child as his or her own.

**10.6** Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.

**10.7** The written request for a Parental Leave shall contain:

- (a) the commencement date of the Parental Leave,
- (b) the termination date of the Parental Leave; and
- (c) the date or expected date of birth of the child.

**10.8** A Parental Leave shall be without salary or allowances.

**10.9** The Teacher who is participating in the Benefit Plan may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that they do not intend to participate in the Benefit Plan.

### Changing Dates of the Leave

**10.10** Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Parental Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Teacher provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

**10.11** A Teacher may alter the requested termination date of a Parental Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act, R.S.O. 1990*; or
- (b) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act, R.S.O. 1990*.

### Extended Leaves

**10.12** Extended Leaves may be requested in writing by parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory Parental Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer but shall not extend beyond the end of the school year.

**10.13** Benefit coverage, if applicable, for Teachers who extend a leave under the provisions of Article 10.12 shall be in accordance with the provisions of Article 8 and at the Teacher's own expense.

**10.14** A Teacher returning from a Parental Leave shall be assigned by the Board to either the same position held prior to going on the leave or a Continuing Education teaching position as similar and geographically close to the position held prior to going on the leave if the Teacher would still be teaching in a Continuing Education assignment except for the taking of the Parental Leave.

**10.15** A Teacher returning from an Extended Leave or for whom the provisions of Article 10.14 do not apply shall be returned to active status on the Continuing Education Teacher List.

**10.16** It is recognized and understood that in accordance with the changes made to the Employment Standards Act, R.S.O. 1990, the changes set forth in Articles 10.3, 10.4,

10.5 and 10.12 only apply to situations in which the birth occurred or the child came into care and custody of the parent on or after 2000 December 31.

## **ARTICLE 11 - ADOPTION LEAVE**

**11.0** The Board shall grant to a male or female Continuing Education Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of thirty-seven (37) weeks or such shorter leave as the Continuing Education Teacher requests. The leave may commence anytime within the fifty-two (52) week period following the child coming into the custody, care and control of a parent for adoption and a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as his or her own.

**11.1** Articles 11.1 - 11.13 shall apply only to Teachers employed in a Continuing Education Credit Course assignment at the time of commencement of the Adoption Leave.

**11.2** Adoption Leaves granted under the provisions of Article 12.1 shall be in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.

**11.3** The Board shall grant to a Teacher who becomes a parent, provided said Teacher has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of thirty-seven (37) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the fifty-two (52) week period following the child coming into the custody, care and control of a parent for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as his or her own.

**11.4** Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.

**11.5** The written request for an Adoption Leave shall contain:

- (a) the commencement date of the Adoption Leave;
- (b) the termination date of the Adoption Leave;
- (c) the date or expected date of the child coming into the custody, care and control of the Parent for the first time.

**11.6** An Adoption Leave shall be without salary or allowances.

**11.7** The Teacher who is participating in the Benefit Plan may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that they do not intend to participate in the Benefit Plan.

Changing Dates of the Leave

**11.8** Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of an Adoption Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date and the Teacher provides the Executive Superintendent of Human Resource Services or designate with written notice within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

**11.9** A Teacher may alter the requested termination of an Adoption Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act, R.S.O. 1990*.

#### Extended Leaves

**11.10** Extended Leaves may be requested in writing by parents who are on or will be on an Adoption Leave. These are leaves that continue beyond the statutory Adoption Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer but shall not extend beyond the end of the school year.

**11.11** Benefit coverage, if applicable, for Teachers who extend a leave under the provisions of Article 11.10 shall be in accordance with the provisions of Article 8 and at the Teacher's own expense.

**11.12** A Teacher returning from an Adoption Leave shall be assigned by the Board to either the same position held prior to going on the leave or a Continuing Education position as similar and geographically close to the position held prior to going on the leave if the Teacher would still be teaching in a Continuing Education assignment except for the taking of the Adoption Leave.

**11.13** A Teacher returning from an Extended Leave or for whom the provisions of Article 11.12 do not apply shall be returned to active status on the Continuing Education Teacher List.

**11.14** It is recognized and understood that in accordance with the changes made to the Employment Standards Act, R.S.O. 1990, the changes set forth in Articles 11.3 and 11.10 only apply to situations in which the birth occurred or the child came into care and

custody of the parent on or after 2000 December 31.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### Leave of Absence with Full Salary

**12.1** Special leave without a deduction from salary shall be available to Teachers for the circumstances and under the conditions outlined hereunder. Leaves under Articles 12.2 - 12.5 require advance approval of the Principal or Supervisor, unless otherwise indicated.

**12.2** Notwithstanding Articles 12.1 to 12.5, it shall be the prerogative of the Principal to excuse a Teacher from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Teacher shall make adequate and acceptable arrangements that do not include any additional cost to the Board as approved by the Principal for the care and instruction of the Teacher's classes.

**12.3** When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Teacher is not a party or one of the persons charged, the Teacher must refund to the Board all monies received as a juror or witness exclusive of travelling allowances and living expenses. The court summons or subpoena must be submitted to the Principal for approval.

**12.4** Up to three (3) days may be granted in the case of the death of a member of the immediate family of a Teacher. When used herein, immediate family shall include parent, sibling, spouse or partner, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent.

Notwithstanding the above, the leave may be extended by a maximum of two (2) days due to exceptional circumstances subject to the approval of the Executive Superintendent of Human Resource Services or designate.

**12.5** A Teacher shall be entitled to leave for religious holidays in accordance with Board policy.

### Short Term Leave of Absence with Deduction of Full Salary

**12.6** A special leave of absence of up to ten (10) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted to a Teacher by the Executive Superintendent of Human Resource Services or designate. The special leave of absence may not be used to extend a vacation period.

### Voluntary Leaves of Absence

**12.7** A voluntary leave of absence for one (1) year to commence September 01 shall be granted by the Executive Superintendent of Human Resource Services or designate, upon written request of an Teacher, subject to the following provisions:

- (a) The request must be received 2 weeks prior to the commencement of the term in which the leave is to begin.
- (b) The leave shall be without remuneration.

(c) A teacher wishing to assume a different work placement within TVDSB will continue in his/her current Continuing Education assignment until such time as is mutually agreed upon with the School Administration.

**12.8** A Teacher on leave under Article 12.7 may request an extension of the leave by June 30 of the first year of leave for a maximum of one (1) additional year.

**12.9** One day per year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in 12.4.

## **ARTICLE 13 - WORKING CONDITIONS**

### Teaching Assignment

**13.1** Effective June 2002 and in June of each school year thereafter or upon being hired, Teachers shall submit a written request to the Principal for the number of hours per week that they wish to teach for the following school year.

**13.2** School Administrators will take these requests under consideration along with the qualifications, experience, seniority and program requirements when allocating the teaching assignments. Seniority will not be a consideration for Teachers on full time contract with the Thames Valley District School Board as a Secondary Teacher.

The School Administrators shall provide each Continuing Education Teacher with the details of his/her tentative assignment as soon as it is known, but no later than one (1) week prior to the commencement of the teaching assignment.

**13.3** A Teacher who is not satisfied with his/her assignment(s) may request a review by the Principal.

### Time for Traveling and Traveling Expenses

**13.4** Reimbursement for kilometers traveled shall be paid to a Teacher, Administrative Coordinator or Department Head who is required by the Board to travel between schools or worksites on a regular basis in the performance of the normally assigned duties.

**13.5** The kilometrage reimbursement shall be calculated at the rate established in accordance with Board policy/procedure.

**13.6** Articles 13.4 and 13.5 do not apply to Teachers who voluntarily apply for and receive positions in two locations.

## **ARTICLE 14 - MEDICAL PROCEDURES - PUPILS**

**14.1** The Board shall not require any Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Teacher to the risk of injury or liability for negligence.

**14.2** It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

## **ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY**

**15.1** The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act and Regulations*, as they may be amended from time to time.

## **ARTICLE 16 - VIOLENCE PREVENTION**

**16.1** The Board agrees that when the Safe Schools Policy and Procedures are reviewed, they will be reviewed by a committee which contains Union representation.

## **ARTICLE 17 - HARASSMENT**

**17.1** After the first year of implementation of the Harassment Policy and Procedures, a committee with Union representation will meet to review, and if necessary, make recommendations for revision(s) to the Policy and/or Procedures.

## **ARTICLE 18 - POSITIONS OF ADDED RESPONSIBILITY**

### Administrative Co-ordinator

**18.1** The duties of a Teacher in the position of Administrative Co-ordinator are as follows:

#### **18.1.1** Administrative Duties

- (a) Make recommendations to the Principal for hiring staff in their work location
- (b) Payroll approval
- (c) Organize staff meetings at their work location
- (d) Monitor budgets for their site
- (e) Order capital equipment, supplies and instructional materials
- (f) Advertise and market programs
- (g) Oversee registration, report card and transcript generation
- (h) Handle student discipline related issues
- (i) Interview students who are under 21 who wish to attend the adult centre
- (j) Monitor the site(s) re: security, custodial and maintenance issues, health and safety requirements

#### **18.1.2** Program Duties

- (a) Organize the day and night school schedule
- (b) Organize the semester terms
- (c) Initiate new programs and projects
- (d) Assist the ESL and ABL/N administrators oversee their programs
- (e) Do Prior Learning Assessments and credit assessments
- (f) Ensure Ministry and Board curriculum guidelines are followed
- (g) Administer the self-study programs at various sites
- (h) Assist the Driver Education administrator oversee their programs
- (i) Administer general interest courses e.g. computer training



- (j) Prepare the summer school program
- (k) Administer graduation ceremonies
- (l) Participate in secondary school reform training
- (m) Participate in bi-monthly meeting of the administration team
- (n) Work cooperatively with other programs

### **18.1.3 Community Responsibilities**

- (a) Write, and assist in writing, proposals for HRDC, LINC and retaining programs
- (b) Communicate the benefits and rewards of an Adult and Continuing Education program
- (c) Communicate the integrity and quality of the Adult Education programs
- (d) Partner, communicate and participate with local community organizations such as HRDC, Fanshawe, YWCA, elementary/secondary schools, Chamber of Commerce

**18.2** In order to qualify for an Administrative Co-ordinator position, an individual must be in possession of a valid Ontario Teacher's Certificate.

**18.3** Administrative Co-ordinators, if not already working under the Terms and Conditions of the Secondary Teacher Collective Agreement, at the time of appointment and those who at the time of appointment were working under the Terms and Conditions of the Secondary Teacher Collective Agreement, will be covered by the terms and conditions of the Secondary Teacher Collective Agreement unless otherwise specified or limited in the Continuing Education Teacher Agreement.

**18.4** A Teacher in the role of Administrative Co-ordinator shall receive, in addition to the applicable grid salary set forth in Article 9.1 of the Secondary Teacher Collective Agreement and post graduate degree allowance, if applicable, as set forth in Article 9.3 of the Secondary Teacher Collective Agreement, an allowance as set forth in Article 9.2.1 of the Secondary Teacher Collective Agreement.

### Department Head

**18.5** The duties of a Teacher in the position of Department Head are as follows:

#### **18.5.1 School-Based Duties**

The Department Head of an organizational unit reports to the Principal and advises the Principal, in conjunction with the Vice-Principal, Administrative Coordinators and other Department Heads on the development of Adult and Continuing Education policies and procedures.

#### **18.5.2 Departmental Responsibilities**

- (a) Coordinate the implementation of OSS into courses in their department (with the assistance of the Principal, Vice-Principal and the Administrative Coordinators)
- (b) Ensure that the courses in their department meet Ministry and Board requirements
- (c) Maintain liaison with department heads in the adolescent secondary schools re: curriculum implementation, textbooks and assessment
- (d) Assist with the coordination of registration for day and night schools
- (e) Responsible for budget ordering
- (f) Make recommendations for ordering the appropriate textbooks for the implementation of

## OSS

- (g) Make recommendations for ordering the appropriate computer software and hardware for courses in their area
- (h) Verify the accuracy of all MET registers in each semester before passing them on to the Principal
- (i) Analyze the semester-end financial summaries (provided every semester) and make appropriate recommendations based on this analysis
- (j) Maintain EIF forms for their department
- (k) Chair the review of the progress of all students in their department each semester
- (l) Support the ESL and ABL/N administrators in curriculum development and in integrating their students into the credit program
- (m) Hold department meetings as necessary
- (n) Ensure that the course offerings meet all requirements of OSS and entrance requirements for post secondary institutions
- (o) Where appropriate, support general interest/contract work
- (p) Plan professional development, with the administrative coordinators, for the hourly paid teachers and instructors.

**18.6** In order to qualify for a Department Head position for a subject grouping, a Teacher's Ontario Certificate of Qualification must have an area of emphasis or at least an additional qualification part one in the subject or one of the subjects in a subject grouping at the time of appointment.

**18.7** Subject areas to which Department Headships may be assigned are as follows:

- (a) Mathematics/Science/Technology
- (b) Contemporary Studies/English
- (c) Business/Guidance.

**18.8** The teaching responsibilities of a Department Head shall be five (5) credit courses during the period September 01 to June 30 of any school year.

**18.9** Department Heads, if not already under the terms and conditions of the Secondary Teacher Agreement at the time of appointment and those who at the time of appointment were working under the terms and conditions of the Secondary Collective Agreement, will be covered by the terms and conditions of that Collective Agreement unless otherwise specified in the Continuing Education Teacher Agreement.

**18.10** A Teacher in the role of Department Head shall receive, in addition to the applicable grid salary set forth in Article 9.1 of the Secondary Teacher Collective Agreement and post graduate degree allowance, if applicable, as set forth in Article 9.3 of the Secondary Teacher Collective Agreement, a Level IV Department Head allowance as set forth in Article 9.2.2 of the Secondary Teacher Collective Agreement.

## **ARTICLE 19 - SENIORITY**

**19.1** Placement on the Seniority List shall be determined by the last date of hire as a Continuing Education Teacher with the Thames Valley District School Board or predecessor Board.

**19.2** If seniority is identical, the order of placement on the Seniority List will be determined by lot in a manner approved by the Board and the Bargaining Unit.

**19.3** The Seniority List shall list Teachers from the most senior to the least senior according to their seniority determined in 19.1 and 19.2 above.

**19.4** By June 01 of each year, the Administration shall prepare, publish and post an updated Seniority List.

**19.5** Seniority rights shall cease for any of the following reasons:

- c) a Teacher submits a letter advising he/she no longer wishes to teach Continuing Education classes
- d) a Teacher is discharged and not reinstated
- e) a Teacher fails to return from an approved leave on the approved return date
- d) a Teacher is not on an approved leave of absence and one (1) year has elapsed since the Teacher last requested to teach a continuing education course
- e) a Teacher is terminated in accordance with Article 4.4.2.

## **ARTICLE 20 - TRANSFERS**

**20.1** Requests for transfer shall be considered in cases where a Teacher specifies a different worksite in his or her request under Article 13.1.

## **ARTICLE 21 - APPLICATION FOR JOB VACANCIES - SECONDARY TEACHING POSITIONS**

**21.1** Any Continuing Education Teacher shall have access to vacancies in Secondary Schools posted in accordance with the process described in Article 36.1 of the Secondary Teachers' Collective Agreement at the time that such postings are made.

**21.2** Any Teacher who has received an Evaluation Report referred to in Article 21.1 within the preceding twelve (12) calendar month period or who will receive such a Report by April 30 of the current school year shall have the right to indicate, during the month of January of the current school year, an interest in seeking a Secondary Teaching Position. Such interest shall be indicated on the Interest in a Secondary Teaching Position form and shall be accompanied by any and all Evaluation Reports received in accordance with Article 5.2. Any Reports received after the end of January in the current school year shall be submitted upon receipt by the Teacher.

**21.3** Any Teacher who has submitted an Interest in a Secondary Teaching Position form in accordance with the provisions of Article 21.2 shall be enrolled in the Apply To Teach Network with the fee paid by the Board, so long as the Board continues to use that method of receiving applications for teaching positions.

**21.4 a)** When interviews are conducted for a position posted at the completion of the internal

secondary staffing process, at least three (3) Teachers have submitted an Interest in a Secondary Teaching Position form, and who are qualified for the posted position and who apply for the posted position shall receive an interview when interviews are conducted for the posted position for a school.

- b) Should fewer than three (3) Teachers who have submitted an Interest in a Secondary Teaching Position form and who are qualified for the posted position apply for the posted position, all who applied shall receive an interview when interviews are conducted for the posted position for a school.

**21.5 a)** Notwithstanding the provisions of Article 21.4 should the Board use a pool hiring process, at least fifteen (15) Teachers who have submitted an Interest in a Secondary Teaching Position form, and who are qualified for the position(s) for which pool hiring is occurring and who apply for the position(s) shall receive an interview when interviews are conducted.

- b) Should fewer than fifteen (15) Teachers who have submitted an Interest in a Secondary Teaching Position form and who are qualified for the positions for which pool hiring is occurring apply for the position(s), all who applied shall receive an interview when interviews are conducted.

**21.6** Notwithstanding the provisions of Articles 21.1 - 21.5 a Teacher on the Continuing Education Teacher List who has not been evaluated according to Article 5.2 shall have the right to indicate, during the month of January of the current school year, an interest in seeking a Secondary Teaching Position. Such interest shall be indicated on the Interest in a Secondary Teaching Position form. Teachers who submit such a form shall be considered for any posted Secondary Teaching Position if they apply through the Apply To Teach Network or any other method used by the Board .

**21.7** The provisions of Articles 21.1 - 21.6 shall take effect 2001 September 01.

## **ARTICLE 22 - DEDUCTION AND REMITTANCE OF UNION DUES**

**22.1** For each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any levies 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 notification shall be forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

**22.2** The OSSTF dues deducted under Article 22.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittances shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary (if applicable), salary for the period, and the amounts deducted.

**22.3** Levies specified by the Bargaining Unit in Article 22.1 shall be deducted and remitted to the Treasurer of OSSTF District 11, at the District Office no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary,

salary for the period, and the amounts deducted.

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

#### **22.5 Federation Levy**

The Union shall provide the Board with a copy of the motion(s) passed at a general meeting of District 11 authorizing the Board to deduct from the payroll of all members of the Bargaining Unit such amount(s) as are authorized by motion. Such amount(s) shall be in the form of a one-time per year levy or a fixed percentage or dollar amount to be deducted on each pay date as set forth in the Agreement. The Board agrees to make such a deduction on the date(s) requested provided the Union motions are received by the Board at least thirty (30) days prior to the date of expected implementation. The Board shall forward the amounts so deducted to the Treasurer of the District not later than the last teaching day of the month following the deduction.

**22.6** In returning these monies to the Union, the Union holds the Board harmless with respect to any individual grievances filed by a member of the Union with respect to these funds.

### **ARTICLE 23 - LEAVE FOR UNION BUSINESS**

**23.1** Provided the program needs of the school can be met, the Board will grant the release of a Teacher from that Teacher's duties to attend to Union business if so requested by the Union.

**23.2** A Teacher released on a per diem basis in accordance with the provisions of Article 23.1 shall be paid the per diem rate that would have been paid had the Teacher been performing his/her scheduled teaching duties on the day(s) of release and the Union will reimburse the Board for the full cost of such payment.

**23.3** A Teacher released as an Officer of the District in accordance with the provisions of Article 23.1 shall be paid a salary as requested by the Union. The Union will reimburse the Board for the full cost of such payment.

**23.4** Notification of the name of the Officer of the District to be released in accordance with the provisions of Article 23.3 shall be given to the Executive Superintendent of Human Resource Services at least two (2) months prior to the requested release date.

**23.5** A Teacher returning at the end of his/her first term of office from a leave granted under Article 23.3 should receive assignments, including location, consistent with assignments that would have been received had she/he continued to teach during the period of the leave. A Teacher returning from a subsequent term granted under Article 23.3 should receive assignments consistent with assignments that would have been received had she/he continued to teach during the period of the leave.

## **ARTICLE 24 - LABOUR MANAGEMENT MEETINGS**

**24.1** Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings as needed during the school year. Membership will include one Branch Representative to represent all of the Continuing Education sites, one other Ontario Secondary School Teachers' Federation representative, one member of the Adult & Continuing Education Administrative staff and one member of the Human Resource Services staff.

## **ARTICLE 25 - CORRESPONDENCE**

**25.1** All correspondence between the Parties arising out of the Agreement shall pass to and from the Executive Superintendent of Human Resource Services or designate and the President of the Union or designate.

## **ARTICLE 26 - COPIES OF THE COLLECTIVE AGREEMENT**

**26.1** The Board agrees to copy and distribute Appendix F of the Agreement to all members of the Bargaining Unit, excluding Teachers who teach summer school to adolescents. Three (3) copies of Appendix F of the Agreement will be provided to each secondary school.

**26.2** The cost of printing sufficient copies of Appendix F of the Agreement shall be shared equally by the Parties.

## **ARTICLE 27 - ACCESS TO BOARD INFORMATION**

**27.1** Effective the term commencing immediately after 2001 August 31, the Board shall provide to the Union the names, addresses, telephone numbers and number of credits taught per term of the Continuing Education Teachers covered by the Agreement. The list will be provided by the end of each term.

**27.2** The Board shall provide the Union with a list of all Continuing Education Teachers currently on a Leave of Absence of one (1) year.

**27.3** The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of it providing to the Union the information stipulated in Articles 28.1 and 28.2.

## **ARTICLE 28 - PERSONAL INFORMATION**

Documents Respecting Performance, Conduct or Discipline

**28.1** Copies of any document respecting the performance, conduct or discipline of a Teacher shall be given to the Teacher.

#### Signature Not Approval

**28.2** The signature of a Teacher on any document respecting the performance, conduct or discipline of that Teacher 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.

#### Records Management and Access to Personnel File

**28.3** The primary non-medical personnel file respecting a Teacher shall be maintained in the Human Resource Services Department of the Board, recognizing that certain non-medical personnel material may be situated at the Teacher's school or workplace. Only material maintained in the primary file may be used or referenced in any matter involving Teacher discipline or performance. Material in such a file shall be available to the Teacher for inspection in the presence of appropriate Board personnel at a mutually agreeable time during regular working hours.

**28.4** A Teacher shall be provided with a copy of all materials contained in her/his personnel file when so requested. Teachers shall receive copies of any materials placed in their personnel and school or workplace files which shall normally occur within five (5) school days of the material being filed. Additional copies shall be made available to the Teacher upon request where the Teacher has misplaced his/her material.

**28.5** Where a Teacher authorizes in writing access to her/his personnel and school or workplace files by a Union Representative acting on the Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.

**28.6** Upon the permanent transfer of a Teacher from a school or workplace, the Teacher's Certificate of Registration, Certificate of Qualification, employee number, data required for completing Ministry of Education and Training reports and all Board initiated documents in the school or workplace personnel file related to performance, conduct or discipline shall be forwarded to the Teacher's new school or workplace. All other information in the school or workplace file shall be returned to the Teacher or transferred to the Teacher's new school or workplace at the Teacher's discretion.

#### Disputed Contents of Personnel File

**28.7** A Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end the Teacher may provide to the Board written notice of the dispute which sets forth the Teacher's opinion of the error or inaccuracy.

**28.8** If a Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article 28.9.

Where the Board amends such information per the above, the Board shall at the request of the Teacher attempt to notify all persons who received a report based on inaccurate information.

#### Adverse Material to be Removed

**28.9** Disciplinary material shall be removed from a Teacher's personnel file after three (3) discipline free years where no follow-up difficulty has occurred during the three (3) year period unless the Executive Superintendent of Human Resource Services determines, at the time of issuance, that the discipline was for serious misconduct.

Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

#### Medical Information

**28.10** The Board shall keep any medical information in separate files which only may be accessed by appropriate health care professionals and Board/Union representatives involved in matters where medical information is relevant.

### **ARTICLE 29 - GRIEVANCE AND ARBITRATION PROCEDURE**

#### **29.1** Informal Discussion

A Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement shall discuss the complaint with the Principal or immediate Supervisor in cases where there is no Principal. Such a complaint shall be brought to the attention of the Principal or immediate Supervisor within twenty (20) days after the Teacher becomes aware or should have been reasonable expected to be aware of the circumstances giving rise to the complaint. The Principal or immediate Supervisor shall meet with the Teacher and the Branch President within ten (10) days of the complaint. The Principal or immediate Supervisor shall respond to the Teacher within five (5) days of the meeting. If the Teacher is not in agreement with the decision of the Principal or immediate Supervisor, the Union may submit a formal grievance on behalf of the Teacher at Step One.

#### Step One

Failing resolution of the complaint by informal discussion, a grievance may be submitted by the Union on behalf of the Teacher(s) as provided for herein. The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought. The grievance, signed by the President of the Bargaining Unit or designate, shall be sent to the Superintendent of Human Resource Services within twenty (20) days of the Union becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed. The Superintendent of Human Resource Services will meet jointly with the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Superintendent of Human Resource Services shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

#### Step Two



If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resource Services, refer the matter to the Executive Superintendent of Human Resource Services. The Executive Superintendent of Human Resource Services shall meet with the Union Representative(s) within ten (10) days of receipt of the written request. The Executive Superintendent of Human Resource Services shall respond to the grievance in writing within fifteen (15) days of the meeting.

### Step Three

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response.

## **29.2 (a) Arbitration**

When either party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

## **(b) Board of Arbitration**

When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the Arbitration Board, the other Party may request the Minister of Labour to appoint such a nominee.

## **(c) Decision of the Arbitrator**

An Arbitrator or Board of Arbitration shall endeavour to give a decision, including one on whether a matter is arbitrable, within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employee or employees affected by it.

## **(d) Powers of the Board**

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

**29.3** The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

#### **29.4 Discharge Grievance**

Where a Teacher has received a termination notice, the Teacher may file a grievance at Step One within ten (10) days of written notice of termination.

#### **29.5 Policy Grievance**

The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

#### **General Guidelines**

**29.6** “Days” shall mean week days on which instruction is provided, exclusive of the months of July and August.

**29.7** Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.

**29.8** If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

**29.9** If the party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.

**29.10** At any time of the grievance/arbitration procedure either or both parties may be represented by legal counsel so long as notification of the use of legal counsel at Step One has been submitted to the other party at least one (1) week prior to any meeting, or such shorter time as the parties agree.

#### **Grievance Mediation**

**29.11** Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.

#### **Grievance Definition**

**29.12** A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of the Agreement, including the question of whether a matter is arbitrable.

### **ARTICLE 30 - DEFINITIONS**

**30.1** “Continuing Education Teacher” means a Continuing Education Teacher as defined in the

*Education Act.*

**30.2** “Continuing Education Teacher List” means a list of all Teachers qualified to teach in Ontario who have been accepted by the Board to teach as Continuing Education Teachers.

**30.3** “Bargaining Unit” means the Continuing Education Teachers, Continuing Education Administrative Co-ordinators and the Continuing Education Department Heads who are members of OSSTF District 11 Thames Valley.

**30.4** “Secondary Teachers” means the Secondary Teachers, other than Continuing Education Teachers, employed by the Board in its secondary panel.

**30.5** “Qualified” means qualified in accordance with the *Education Act and Regulations* made thereunder and “qualifications” has a corresponding meaning.

**30.6** In this document, the term “Teacher” refers to a Continuing Education Teacher where appropriate.

## **SIGNATURES**

Dated at LONDON, ONTARIO this \_\_\_\_\_ day of JUNE, 2003.

SIGNED and AGREED on behalf of the Thames Valley District School Board

\_\_\_\_\_  
Joyce Bennett  
Chairperson of the Board

\_\_\_\_\_  
Bill Bryce  
Director of Education

\_\_\_\_\_  
t John Thorpe  
Trustee

\_\_\_\_\_  
Executive Superintendent of Human Resource Services

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Superintendent of Education

\_\_\_\_\_  
Ron Olson  
Trustee

\_\_\_\_\_  
Principal

SIGNED and AGREED on behalf of the Ontario Secondary School Teachers' Federation of Ontario - District 11

\_\_\_\_\_  
Don Rowdon  
President, O.S.S.T.F. District 11

\_\_\_\_\_

Bob Fisher  
Chief Negotiator

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Wendy Anes Hirschegger  
District Officer

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# LETTER OF UNDERSTANDING

## DELIVERY MODEL

The Parties agree to continue to develop a model for the delivery of Continuing Education credits in order to provide a plan to offer affordability for employer paid benefits, sick leave, paid leaves of absence and preparation time, thus reducing the disparity in salary and working conditions that exists among the Continuing Education Teachers and other members of the Secondary Teachers' Bargaining Unit.

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Ontario Secondary School Teachers'

Federation - District 11

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Thames Valley District School

Board

Dated 2001 May 12

# LETTER OF UNDERSTANDING

## REMUNERATION

The Parties agree that any Bargaining Unit Member being paid in accordance with the salary grid contained in the Secondary Teacher Collective Agreement as of the date set forth below shall continue to be so paid so long as the Member continues to be employed as an active Continuing Education Teacher.

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Ontario Secondary School Teachers'

Federation - District 11

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Thames Valley District School

Board

Dated 2001 May 12

# LETTER OF UNDERSTANDING

## SICK LEAVE

1. Effective 2001 September 01, paid sick leave will be granted at no additional cost to the Board at the rate of one (1) day's credit for each month or part thereof that a Continuing Education Teacher is in a Continuing Education Credit Course assignment. Unused sick leave credits will be accumulated and carried forward from one Continuing Education teaching assignment to another within a given school year but they will not be carried over into the following school year.
2. The Parties agree that a joint committee will meet to develop a plan for the implementation of the Continuing Education Teachers' Sick Leave Plan as set forth in 1 above.

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Ontario Secondary School Teachers'

Federation - District 11

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Thames Valley District School

Board

Dated 2001 June 26

## **Letter of Understanding**

The Parties agree that the individuals holding the continuing Education Department Head and Administrative Coordinator positions on 2003 June 16 shall be recognized as full members of the Secondary Teachers' Bargaining Unit and shall be governed by the terms and conditions of the Secondary Teachers' Collective Agreement, including seniority, unless otherwise specified by the Continuing Education Teachers' Collective Agreement. The seniority date for each individual shall be the date on which he or she assumed the applicable Position of Added Responsibility. Effective 2003 June 16, any Continuing Education Teacher appointed to a Continuing Education Department Head or Administrative Coordinator Position shall be a Continuing Education Teacher governed exclusively by the terms and conditions of the Continuing Education Teachers' Collective Agreement.

**Dated 2003 June 16**

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For OSSTF District 11 Thames Valley

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For the Thames Valley District School  
Board



**SCHEDULE A**

**CONTINUING EDUCATION TEACHER HOURLY RATED PAY SCHEDULE  
2003 - 2004**

<b>PAY DATE</b>	<b>FOR DAYS WORKED DURING THE PAY PERIOD</b>
2003 September 05	2003 August 10 - 2003 August 23
2003 September 19	2003 August 24 - 2003 September 06
2003 October 03	2003 September 07 - 2003 September 20
2003 October 17	2003 September 21 - 2003 October 04
2003 October 31	2003 October 05 - 2003 October 18
2003 November 14	2003 October 19 - 2003 November 01
2003 November 28	2003 November 02 - 2003 November 15
2003 December 12	2003 November 16 - 2003 November 29
2003 December 24	2003 November 30 - 2003 December 13
2004 January	
2004 January	
2004 February	
2004 February	
2004 March	
2004 March	
2004 April	
2004 April	
2004 May	
2004 May	
2004 May	
2004 June	
2004 June	
2004 July	
2004 July	
2004 August	
2004 August	

**SCHEDULE B**

**CONTINUING EDUCATION TEACHER ANNUAL SALARY PAY SCHEDULE  
2003 - 2004**

September 05	1/26	February	1/26
September 19	1/26	March	1/26
October 03	1/26	March	1/26
October 17	1/26	April	1/26
October 31	1/26	April	1/26
November 14	1/26	May	1/26
November 28	1/26	May	1/26
December 12	1/26	June	1/26
December 24	1/26	June	1/26
January	1/26	July	1/26

January	1/26	July	1/26
January	1/26	August	1/26
February	1/26	August	1/26