

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

Effective September 1, 2022  
*(unless otherwise indicated herein)*

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## **C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT**

### **C1.1 Separate Central and Local Terms**

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

### **C1.4 Single Collective Agreement**

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

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

### **C2.1 Term of Agreement**

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026, inclusive.

### **C2.2 Amendment of Terms**

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

### **C2.3 Notice to Bargain**

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

### **C3.00 DEFINITIONS**

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

### **C4.00 CENTRAL LABOUR RELATIONS COMMITTEE**

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

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

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

## **C5.00 CENTRAL GRIEVANCE PROCESS**

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

### **C5.1 Definitions**

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

### **C5.2 Central Dispute Resolution Committee**

- a) There shall be established a Central Dispute Resolution Committee (the Committee or CDRC), which shall be composed of two (2) representatives from each of the Central Parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the Central Parties. At the time of the request, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the Committee or either of the Central Parties has taken an action in c) below.
- c) The Central Parties shall each have the following rights:
  - i. To file a dispute as a grievance with the Committee.
  - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.

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

**C5.3 The grievance shall include:**

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

**C5.4 Referral to the Committee:**

- a) Prior to referral to the Committee, the matter must be brought to the attention of the affected Local Parties.

- b) The Central Parties may engage in informal discussions of the disputed matter. Upon the request for informal discussions, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the discussions conclude.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a Central Party shall refer the grievance forthwith to the CDRC by written notice to the other Central Party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the Central Party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the Parties.

#### **C5.5 Voluntary Mediation**

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

#### **C5.6 Selection of the Arbitrator**

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator. The Central Parties shall consider equity, diversity, and inclusion among the criteria for selecting an arbitrator.
- c) The Central Parties may refer multiple grievances to a single arbitrator.
- d) Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.



- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

#### **C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER**

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

#### **C7.00 BENEFITS**

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

##### **C7.1 ELHT Benefits**

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

##### **C7.2 Eligibility and Coverage**

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.

- d) No individuals who retire after the Participation Date are eligible.

### **C7.3 Funding**

- a) Effective September 1, 2022, the funding rate shall be set to \$6,592.31 per FTE.
- b) The funding rate shall be increased for inflation as follows on the following dates:
  - i. September 1, 2023: \$6,641.06
  - ii. September 1, 2024: \$6,657.67
  - iii. September 1, 2025: \$6,681.68

### **C7.4 Full-Time Equivalent (FTE) and Employer Contributions**

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards’ submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards’ benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF teachers withdrawing their full services:

- i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31<sup>st</sup> for the school year impacted by the strike or lock-out.
- ii. Divide i) by 194 days.
- iii. Multiply ii) by the number of strike or lockout days for OSSTF teachers at the school board.

#### **C7.5 Benefits Committee**

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

#### **C7.6 Privacy**

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

#### **C7.7 Benefits not provided by the OSSTF ELHT**

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

#### **C7.8 Benefits for Daily Occasional Teachers**

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a) as of September 1, 2022</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$3,187	50%
<u>Hastings &amp; Prince Edwards DSB</u>	\$4,781	75%
<u>Toronto DSB</u>	\$3,187	50%
<u>York Region DSB</u>	\$637	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, inflationary increases shall be provided in each of the following years:
  - September 1, 2023: 0.74%
  - September 1, 2024: 0.25%
  - September 1, 2025: 0.36%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

**C7.9 Payment in Lieu of Benefits**

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

**C7.10 WSIB Top-Up**

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
  - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.

- ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.

- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

**C7.11 Long-Term Disability (Employee Paid Plans)**

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

**C7.12** Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

**C8.00 STATUTORY LEAVES OF ABSENCE/SEB**

**C8.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

### **Supplemental Employment Benefits (SEB)**

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

## **C9.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

**b) Sick Leave Days**

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

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

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

**d) Eligibility and Allocation**

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

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

- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

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

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



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

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

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

**g) Administration**

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.

- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

#### **C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT**

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

#### **C11.00 MINISTRY/SCHOOL BOARD INITIATIVES**

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

The Crown will endeavour to provide an informational briefing to OSSTF and OPSBA in the event of the implementation of significant new policy initiatives, such as the implementation of a new PPM, that are not brought to the Ministry Initiatives Committee. Such informational briefings may take place at the Ministry Initiatives Committee, or another forum, at any time, and may include other attendees at the discretion of the Crown.

- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

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

#### **C12.00 OCCASIONAL TEACHERS AND PA DAYS**

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

#### **C13.00 PROVINCIAL FEDERATION RELEASE DAYS**

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

#### **C14.00 E-LEARNING**

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.

- b)** Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c)** The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d)** School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

## **APPENDIX A – RETIREMENT GRATUITIES**

### **A. Sick Leave Credit-Based Retirement Gratuities**

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

### **B. Other Retirement Gratuities**

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

**APPENDIX B – ABILITIES FORM**

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

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

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

<b>Employee Name:</b> <i>(Please print)</i>	<b>Employee Signature:</b>
<b>Employee ID:</b>	<b>Telephone No:</b>
<b>Employee Address:</b>	<b>Work Location:</b>

**1. Health Care Professional: The following information should be completed by the Health Care Professional**

Please check one:

Patient is capable of returning to work with no restrictions.

Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time.  
**Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness ( <i>please do not include diagnosis</i> ): _____
Date of Assessment: dd    mm    yyyy	

**2A: Health Care Professional to complete. Please outline your patient’s abilities and/or restrictions based on your objective medical findings.**

**PHYSICAL (if applicable)**

<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):								
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Use of hand(s):</b> <table border="0"> <tr> <td><b>Left Hand</b></td> <td><b>Right Hand</b></td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		<b>Left Hand</b>	<b>Right Hand</b>	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):
<b>Left Hand</b>	<b>Right Hand</b>										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):										

**APPENDIX B – ABILITIES FORM**

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ <input type="checkbox"/> Yes <input type="checkbox"/> No
Ability to drive car				

**2B: COGNITIVE (please complete all that is applicable)**

<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*)

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions**

**3: Health Care Professional to complete.**

From the date of this assessment, the above will apply for approximately:  <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient?  <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Recommendations for work hours and start date (if applicable):  <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: <b>dd</b> <b>mm</b> <b>yyyy</b>
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Is patient on an active treatment plan?  Yes                       No

Has a referral to another Health Care Professional been made?  
 Yes (optional - please specify): \_\_\_\_\_  No

If a referral has been made, will you continue to be the patient’s primary Health Care Provider?  Yes                       No

4: Recommended date of next appointment to review Abilities and/or Restrictions:                      dd    mm    yyyy

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

The Parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

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

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



**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo, unless modified by voluntary interest arbitration award. For further clarity, if language exists, the following items are to be retained as written in 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Early Retirement Incentive Plan
2. Hiring Practices
3. Occasional Teacher PD and Training
4. Voluntary Unpaid Leaves of Absence Program
5. Professional Colleges Requirements
6. Job Security
7. Education Program Funding
8. Employee Advocacy Program Funding

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

**RE: Central Items That Modify Local Terms**

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

**1. Certification Group/Category Rating Statement Provider**

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

**2. Pregnancy SEB Language**

- a) Seniority and experience continue to accrue during Pregnancy leave.
- b) Employees living in Quebec and eligible for benefits under the QPIP, are also eligible for this SEB plan.

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**RE: Qualifications Evaluation Council of Ontario (QECO)**

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Provincial Working Group - Health and Safety**

The Parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as updated November 7, 2018 and including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Employee Mental Health**

The Parties jointly recommend to the Provincial Working Group – Health and Safety (PWGHS) that Employee Mental Health be added as a standing item to the agenda.

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Online Reporting Tool for Violent Incidents for the Provincial Schools Authority**

Notwithstanding Letter of Agreement RE: Workplace Violence, the Provincial Schools Authority shall have a functioning Online Incident Reporting Tool consistent with Memorandum SB06, dated April 19, 2018, by September 2024. The employer shall meet with the bargaining unit to ensure consistency with Memorandum SB06.

Any disagreement as to whether the reporting tool implemented by the employer is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee ("CLRC").

If the CLRC determines that the reporting tool implemented by the employer is not consistent with Memorandum SB06, it will advise the employer of any remaining issues relating to the implementation of the reporting tool. The employer will implement any necessary changes.

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**RE: Combined Teachers' Bargaining Units**

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**RE: Long Term Disability Administration**

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

**A. Enrolment/Eligibility Administration**

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30<sup>th</sup> each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

**B. Premium Administration**

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);



- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

**C. LTD Claims Administration**

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

**D. OSSTF and OTIP are required to:**

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Employee Life and Health Trust (ELHT) Committee**

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the Parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both Parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Pilot on a Streamlined Arbitration Process Model**

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards that have been referred to arbitration.

The intent of the Model is to:

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

**Phase 1**

Following ratification of the central terms, the Parties shall meet at least one day per month to discuss the elements of a Streamlined Arbitration Process Model. The Parties shall finalize the contents of the Model within six months.

**Phase 2**

Should the Parties fail to agree, a jointly agreed upon mediator shall be engaged within 30 days to facilitate completion of the Model.

**Phase 3**

Once the Model is finalized, OSSTF and OPSBA shall identify at least two school boards and teacher bargaining units to voluntarily participate in the Pilot.

#### **Phase 4**

Two years following the implementation of the Pilot by the local school boards/teacher bargaining units, the Parties will meet to evaluate the Pilot. At that time, and at any other time the Parties mutually agree to, the Parties may meet and make any necessary modifications through mutual agreement. The Parties may also choose to expand the number of school boards and teacher bargaining units participating in the Pilot.

The Parties retain the right to end their participation in the Pilot at any time, and/or jointly modify the timelines contained in this Letter of Agreement.

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Short Term Paid Leaves – Leave for Indigenous Practice/Days of Significance**

The Parties agree that Short Term Paid Leaves (number of days) has been addressed at the central table and that the number of short term paid leave days shall remain status quo.

Usage of short term paid days remains available for local bargaining.

The Parties jointly agree to encourage local parties to consider adding the following language to existing short term paid leave provisions:

Indigenous Teachers may use existing short term paid leave:

- a. to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work and/or
- b. for attendance at Indigenous cultural/ceremonial events.

**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: E-Learning Alternative Models**

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

**LETTER OF AGREEMENT #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hybrid Instruction**

The parties acknowledge that in most instances other instructional methods, including in-person learning and e-learning, are preferred over hybrid instruction and provide better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

**LETTER OF AGREEMENT #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Preparation Time**

1. The Parties and the Crown recognize the importance of regular daily preparation time for teachers.
2. For the 2024-25 and 2025-26 school years, School Boards/Employers shall ensure that the scheduling of preparation time aligns with practices that were in place in the 2018-19 school year.
3. This does not preclude the implementation of existing alternative programs that are in place in the system, after consultation with the local bargaining unit.
4. New alternative programs that do not exist in the system and do not provide daily preparation time may only be established with mutual agreement between the local parties.
5. Where an alternative program has been established (as per paragraph 3 or 4) and a teacher is scheduled without daily preparation time, at the request of the teacher, the School Board/Employer will place the teacher in a different assignment while adhering to the existing local staffing processes.
6. This Letter of Agreement shall be subject to Part B provisions, including but not limited to preparation time, supervision, and on-call provisions.



**LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

1. The local bargaining unit shall decide whether or not to insert the following into the local (Part B) collective agreement, with such language replacing existing bereavement language in its entirety:

Teachers shall be provided with three (3) regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of and/or to attend a funeral or other ceremony for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

2. Teachers shall be as defined as in C3.3.

**LETTER OF AGREEMENT #17**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Health and Safety Training**

Effective in the 2023-24 school year and in each subsequent year, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to teachers. This shall include the following topics: Online Incident Reporting Software, and Notification of Potential Risk of Injury. Other possible topics may include: Prevention and De-escalation of Violence, Effective Risk Assessments and Safety Plan Development, Use of Truncated Student Safety Plan and General Safety Plan.

The Parties agree that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

**LETTER OF AGREEMENT #18**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Workplace Violence**

The Parties acknowledge that school boards and supervisors are required to provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School Boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury. For instance, workers may not need to know specific personal information, but will be provided with information on the measures and procedures to be followed as part of the workplace violence program in order to protect themselves.

In the case of student safety plans, procedures should be in place so that workers who work directly with the student have access to the student safety plan.

The Parties acknowledge that online reporting tools have been implemented by School Boards, as initiated by 2018:SB06, and the existing systems will be maintained.

By November 30, 2023, school boards will recirculate the *Workplace Violence in School Boards: A Guide to the Law* (released in 2018 by the Ministry of Labour) to local health and safety committees.

**LETTER OF AGREEMENT #19**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Occasional Teacher Information Package**

Before the beginning of an assignment, occasional teachers shall be provided the following:

- i) A map of the school with room numbers, where available
- ii) Keys for appropriate classrooms and where required for access to staff washrooms;
- iii) The absent teachers schedule for the day. This will include any required supervision and times when classes change;
- iv) Lesson plans or other instructions for the classes of the absent teacher;
- v) Class lists, including any available seating plans with photographs where possible. The class lists will indicate which students have further information identified in vi) and vii) below;
- vi) The location of and access to student safety plans or equivalent (which shall include known triggers) for students that are in the classes assigned to the occasional teacher, including coverage of classes as part of supervision;
- vii) The location and access to information and procedures for students known to have severe health issues that are in the classes assigned to the occasional teacher, including coverage of classes as part of supervision;
- viii) Written safety procedures including emergency protocol, lock down and lock out procedures, or any other emergency processes that the occasional teacher would be expected to follow;
- ix) Other procedures, in writing, that the occasional teacher is required to follow during the day; and
- x) Where supplemental provisions exist in Part B of the collective agreement they shall remain in effect.

**LETTER OF AGREEMENT #20**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Learning and Services Continuity and Sick Leave Usage Task Force**

The Parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of OSSTF and OPSBA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to sick leave initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
  - a. utilization of the sick leave and short-term disability plans;
  - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

**LETTER OF AGREEMENT #21**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hiring Practices**

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY**

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019**

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items as Modified by this Agreement**

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

**1. PREGNANCY LEAVE BENEFITS**

**Common Central Provisions**

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

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

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;



1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

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

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

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

### **3. Short Term Paid Leaves**

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

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

### **4. Retirement Gratuities**

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

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

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

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

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

*[insert current Retirement Gratuity language from local collective agreement]*

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## **LOCAL TERMS**

### **PART L-1**

#### **ARTICLE L01 - PURPOSE**

##### **L01.00.00**

The purpose of Part B of this agreement is to set forth agreement reached between the parties with respect to issues bargained by the local parties, including but not limited to a redress procedure to resolve disputes related to Part L of this Agreement.

##### **L01.01.00**

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

#### **ARTICLE L02 - SCOPE AND RECOGNITION**

##### **L02.00.00**

- a) During the effective period of this Agreement, its terms, except for error, or omission, shall be applicable to all Teachers of the Union who are Teachers employed by the Halton District School Board.
- b) The terms and conditions of employment for Teachers employed in Continuing Education are contained in Part L-2.
- c) Effective September 1, 1988 the terms and conditions of the Collective Agreement between the Board and the Union shall apply to the Secondary Teachers at Syl Apps Youth Centre. Exceptions to these terms and conditions will be staff allocation and workload provisions, which are subject to annual approval by the Ministry of Education and Training for the Programs in Care, Treatment and Corrections Agreement.

##### **L02.01.00**

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



#### L02.01.01

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

#### L02.01.02

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

#### L02.02.00

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

#### L02.02.01

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

#### L02.03.00

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

#### L02.04.00

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

### **ARTICLE L03 - DURATION**

#### L03.00.00

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

### L03.01.00

As per Part A, Article C2.1 of this Agreement, this Agreement shall be in effect from September 1, 2022 and shall continue in force up to and including August 31, 2026 and shall continue automatically thereafter for annual periods of one year unless either Central party notifies the other that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Part A, Article C2.3 of this Agreement.

### L03.02.00

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

### L03.03.00

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

## **ARTICLE L04 - IMPLEMENTATION**

### L04.00.00

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

### L04.01.00

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

#### L04.01.01

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

L04.01.02

the Board and Union shall negotiate the salary and allowances therefore of any new position or title as referred to in L04.01.00. Such salary and allowances shall be retroactive to the date of appointment of the Teacher;

L04.01.03

when the salary and/or allowances for a new position have been agreed to as in L04.01.02, this Agreement shall be amended in accordance with L03.03.00;

L04.01.04

in reference to L04.01.02, in the event that the parties cannot agree to the amount of salary and responsibility allowance, the matter shall be referred to a Board of Arbitration or, if the parties agree, to a single Arbitrator:

L04.01.05

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

**ARTICLE L05 - MANAGEMENT RIGHTS**

L05.00.00

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

L05.00.01

The Board agrees to exercise its management rights in a fair and reasonable manner, consistent with the provisions of this collective agreement.

L05.01.00

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

L05.01.01

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

L05.01.02

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

L05.01.03

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

L05.01.04

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

L05.01.05

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

L05.01.06

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

L05.01.07

the right to dismiss a Teacher during the Teacher's probationary period with the Board, subject to L05.02.00.

#### L05.02.00

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

#### L05.02.01

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

### **ARTICLE L06 - DEFINITIONS**

#### L06.00.00

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

#### L06.01.00 - Acting Position

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

#### L06.02.00 - Branch President

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

#### L06.03.00 - Communications Centre Assistant

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

#### L06.04.00 - Daily Rate

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

L06.05.00 - Day

Unless otherwise indicated, means a working day (including instructional days, professional activity/development days, and exam days).

L06.06.00 – Head

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

L06.07.00 - Displacement

For the purposes of Article L19, displacement means the process by which a Teacher declared surplus to a school may replace a less senior Teacher.

L06.08.00 - ELHT

Means the OSSTF Employee Life and Health Trust Benefit.

L06.09.00 – Excess

Means a Teacher projected to be beyond the needs of the school board with rights of recall as defined in L19.06.01 or eventual declaration of redundancy (termination of employment) as defined in L19.04.01, L19.04.02, L19.04.03.

L06.10.00 - Instructional Program Leader

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

06.11.00 – Redundant

Means in excess of the requirements of the Board, as defined in L19.04.00 - Step 4.

L06.12.00 - Salary Year

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

#### L06.13.00 - School Year

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

#### L06.14.00 - Spouse

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

#### L06.15.00 - Successfully Taught

For the purpose of L19.01.02, “Successfully Taught” means no adverse evaluation, or adverse documentation regarding the Teacher’s performance in the subject area has been placed in the Teacher’s file.

#### L06.16.00 - Surplus

Means a Teacher projected to be beyond the needs of the school or regional program, as defined in L19.01.00 - Step 1.

#### L06.17.00 - Teacher

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

#### L06.18.00 - Union

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

### **ARTICLE L07 - APPOINTMENTS**

#### L07.00.00 - Appointments and Assignments

##### L07.00.01

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

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

#### L07.01.00 - Period of Probation

##### L07.01.01

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

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

#### L07.02.00 - Voluntary Transfers

##### L07.02.01

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

##### L07.02.02

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

##### L07.02.03

Applications for voluntary transfers will be considered by the Manager of Human Resources during the staffing process and in the placement order as described in Article L19.

Effective September 1, 2024, Teachers submitting applications for voluntary transfers will be considered based on the following condition:

- i) The most recent Teacher Performance Appraisal must be satisfactory.



#### L07.02.04

If a Teacher requesting a voluntary transfer cannot be placed in accordance with L07.02.03, through the annual placement meeting(s), the application for transfer will be deemed to have been withdrawn.

#### L07.02.05

Notwithstanding L07.02.03, no Teacher will be given a transfer if that transfer would result in a Teacher, who otherwise would have a position, becoming redundant.

#### L07.02.06

Notwithstanding L07.02.03, no Teacher will be given a transfer if that transfer would result in a Teacher who otherwise would have a position in the Teacher's present school becoming surplus to such school.

#### L07.03.00 - Administrative Transfer

##### L07.03.01

Any transfer, initiated by the Board, of a Teacher from one secondary school to another secondary school with the exception of a voluntary transfer or a transfer made under the provisions of Articles L17 and L19, shall be considered an Administrative Transfer.

##### L07.03.02

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

##### L07.03.03

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

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

## Administrative Transfers during the Staffing Process

### L07.03.04

The terms for Administrative Transfer described in L07.03.05 and L07.03.06 apply to the process of staffing the schools for the subsequent September and do not apply to the potential condition of surplus when staffing adjustments are made during the school year.

### L07.03.05

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

### L07.03.06

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

## **ARTICLE L08 - CERTIFICATION AND CATEGORY PLACEMENT**

### L08.00.00 - Initial Salary Schedule Placement

All qualified, newly hired Teachers shall be placed:

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

where no documentation of proof is provided. When documentary proof of experience and/or qualifications is provided, the Teacher shall be placed in the appropriate salary schedule position. All documentary proof is to be filed with the Manager of Human Resources.

The salary schedule placement shall be retroactive to the first day of employment, once the Teacher has submitted the required documentation if the required documentation is submitted to Human Resources within one hundred and twenty (120) days of the start of employment.

The maximum amount of retroactive adjustment payment will be for the school year in which the documentation is received.

When the documentation is provided beyond the one hundred and twenty (120) day timeframe, it will be processed effective the date received in Human Resources.

#### L08.00.01

In the event that complete documentation for both experience and qualifications, as indicated in L08.00.00, are not provided to the Manager of Human Resources within one hundred and twenty (120) days, the Teacher's salary will remain at Category 1, 0 years experience until documentation is complete.

However, in situations where documentation is delayed through no fault of the Teacher, retroactive adjustment payment will be from the school year in which the documentation would normally have been received. It is understood that if the Teacher is having difficulty in obtaining the appropriate documentation, the Teacher will file with the Board within the school year a letter stating such difficulty.

#### L08.00.02

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

#### L08.00.03

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

#### L08.01.00

Teachers will be paid in the category as determined by the parameters stated in Part A, Article C6.00 of this Collective Agreement.

### L08.02.00 - Category Changes

Changes in qualifications which result in a Teacher being placed in a higher category (beyond the initial category documentation submission at time of hire) shall be effective on or retroactive to September 1, provided the qualification(s) are obtained on or before September 1 and provided the Manager of Human Resources receives written notification of the qualification(s) obtained before December 31 of that year and provided the Manager of Human Resources receives an updated statement of evaluation on or before May 31 of the subsequent year. All conditions must be fulfilled by the Teacher for a higher category placement to become effective.

### L08.03.00 - Category Changes

Changes in qualifications which result in a Teacher being placed in a higher category (beyond the initial category documentation submission at time of hire) shall be effective on or retroactive to January 1, provided the qualification(s) are obtained after January 31 and provided the Manager of Human Resources receives written notification of the qualification(s) obtained before March 31 and provided the Manager of Human Resources receives an updated statement of evaluation on or before August 31. All conditions must be fulfilled by the Teacher for a higher category placement to become effective.

#### L08.02.02

The procedures and practices in L08.02.00 and L08.02.01 apply to Teachers who receive a recognized post-graduate degree for which compensation is sought.

### L08.03.00-Teaching Experience to Qualify for the Annual Increment and Payment of Increment

#### L08.03.01

The anniversary date for all Teachers shall be September 1.

#### L08.03.02

##### i) Permanent

Elementary and Secondary teaching experience on a continuous basis during the regular school year, September to June, in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school under the supervision of the Ministry of Education shall be considered.

##### ii) Long Term Occasional

Teaching experience as a Long Term Occasional Teacher shall be included in the calculation of teaching experience.

iii) Short Term Occasional

Effective September 1, 2024, teaching experience earned on or after September 1, 2023 in a publicly funded K-12 school board as a Short Term Occasional Teacher shall be considered with the equivalency of one (1) day of experience for every (1) day of occasional teaching.

iv) College/University

Effective September 1, 2024, full time teaching experience earned in a publicly funded college or university shall be considered and included in the calculation of teaching experience. The teaching experience must have taken place within the ten (10) year period immediately prior to the date of hire to the Board.

v) Continuing Education - Day School

Teaching experience earned after September 1, 2000 as a certified Teacher teaching in the Halton Adult, Alternative and Continuing Education program offered during the day (Form 3), will be included in the calculation of teaching experience.

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

vi) Continuing Education - Night School/Summer School

Effective September 1, 2024, teaching experience earned after September 1, 2023 as a certified Teacher teaching in the Halton Adult, Alternative and Continuing Education summer school or night school program shall be considered and included in the calculation of teaching experience. Any teaching experience as a Short Term Occasional Teacher in the summer school or night school programs will not be considered. Teaching Experience will be calculated based on the number of full credit courses taught (1 course is equivalent to 32.33 days).

Credited Limits

Not more than one year of experience will be credited for the purpose of L08.03.02 for Form 3 teaching experience, or a combination of experience which includes Form 3 experience, for a given school year. The Superintendent of Human Resources shall decide in any case of dispute.

Effective September 1, 2024, experience will not be limited to one year for the purpose of L08.03.02 for a given year. The Superintendent of Human Resources shall decide in any case of dispute.

### L08.03.03

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

### L08.03.04

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

### L08.03.05 - Subsequent Teaching Experience Submission

Additional prior experience documents submitted after the initial one hundred and twenty (120) day period which result in a Teacher being placed in a higher step shall be effective on or retroactive to the date of receipt of the documents, provided the experience is recognized in accordance with Article L08.03.02. The Superintendent of Human Resources shall decide in any case of dispute.

## **ARTICLE L09 - PAYMENT OF SALARY - SCHEDULE AND CALCULATION**

### L09.00.00

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

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

### L09.01.00 Pay Adjustments

The salary for any Teacher shall be calculated as follows:

- a) The salary per day worked shall be equal to the Teacher's annual salary divided by the number of school days in the school year.
- b) The salary entitlement in any given pay period will be the Teacher's daily rate, as calculated in a) multiplied by the number of working days in the pay period, as determined by the approved school-year calendar.
- c) The salary paid in any given pay period will be the Teachers' annual salary divided by the number of actual pay periods.

d) When the salary entitlement is greater than the actual salary paid, the difference will be credited to the Teacher's summer deferral account.

e) When the salary entitlement is less than the actual salary paid, the difference will be deducted from the Teacher's summer deferral account.

f) The summer deferral will be paid to each Teacher in equal amounts during the pay periods in July and August.

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

### L09.02.00 – Sample Calculation

Teacher's annual salary = \$77,600.00

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

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

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

In a pay period with ten working days:

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

In a pay period with five working days:

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

### L09.03.00

For a Teacher leaving the employ of the Board on a date other than August 31, the difference between the salary received and the salary owed shall be included in the final pay the Teacher receives based upon the pay period entitlements as calculated in L09.01.00. In the event of a Teacher's death, the salary owing shall be paid to the estate.

L09.04.00

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

L09.05.00

The Board shall inform all Teachers electronically of any special changes which are system-wide in application, stating reasons and effect in the amount of their bi-weekly pays.

L09.06.00

Deductions for employee benefits shall be made in accordance with the ELHT. Deductions for Union dues shall be made in accordance with Part L-1, Article L29 of this Agreement.

**ARTICLE L10 – COMPENSATION**

L10.00.00

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

L10.00.01

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

L10.00.02

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

L10.00.03

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



L10.01.00

Teachers shall be paid according to the following schedules for the period commencing September 1, 2022 to August 31, 2023:

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	51,735	55,599	59,461	63,316
1	55,599	59,461	63,316	67,179
2	59,461	63,316	67,179	71,045
3	63,316	67,179	71,045	74,896
4	67,179	71,045	74,896	78,755
5	71,045	74,896	78,755	82,617
6	74,896	78,755	82,617	86,483
7	78,755	82,617	86,483	90,336
8	82,617	86,483	90,336	94,199
9	87,234	90,336	94,199	98,058
10		95,018	98,058	101,913
11			102,799	105,779
12				110,592

Teachers shall be paid according to the following schedules for the period commencing September 1, 2023 to August 31, 2024

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	53,287	57,267	61,245	65,215
1	57,267	61,245	65,215	69,194
2	61,245	65,215	69,194	73,176
3	65,215	69,194	73,176	77,143
4	69,194	73,176	77,143	81,118
5	73,176	77,143	81,118	85,096
6	77,143	81,118	85,096	89,077
7	81,118	85,096	89,077	93,046
8	85,096	89,077	93,046	97,025
9	89,851	93,046	97,025	101,000
10		97,869	101,000	104,970
11			105,883	108,952
12				113,910

Teachers shall be paid according to the following schedules for the period commencing September 1, 2024 to August 31, 2025

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	54,752	58,842	62,929	67,008
1	58,842	62,929	67,008	71,097
2	62,929	67,008	71,097	75,188
3	67,008	71,097	75,188	79,264
4	71,097	75,188	79,264	83,349
5	75,188	79,264	83,349	87,436
6	79,264	83,349	87,436	91,527
7	83,349	87,436	91,527	95,605
8	87,436	91,527	95,605	99,693
9	92,322	95,605	99,693	103,778
10		100,560	103,778	107,857
11			108,795	111,948
12				117,043

Teachers shall be paid according to the following schedules for the period commencing September 1, 2025 to August 31, 2026.

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	56,121	60,313	64,502	68,683
1	60,313	64,502	68,683	72,874
2	64,502	68,683	72,874	77,068
3	68,683	72,874	77,068	81,246
4	72,874	77,068	81,246	85,433
5	77,068	81,246	85,433	89,622
6	81,246	85,433	89,622	93,815
7	85,433	89,622	93,815	97,995
8	89,622	93,815	97,995	102,185
9	94,630	97,995	102,185	106,372
10		103,074	106,372	110,553
11			111,515	114,747
12				119,969

### L10.03.00- Instructional Program Leader

Instructional Program Leader positions will be posted as Instructional Program Leader and will be posted for a three (3) year term, with the option for renewal with mutual consent for an additional two (2) years. No further renewals will be granted at the end of the first renewal period. An incumbent IPL may reapply for the position at the end of the five (5)-year term.

Instructional Program Leaders shall be paid according to their placement in 10.01.00 plus an allowance of \$9,108

#### L10.03.01

An Instructional Program Leader who is declared surplus prior to the end of their term will be subject to the regular staffing process and timelines outlined in Article 19.

#### L10.03.02

Should an Instructional Program Leader be declared surplus before the end of their term, the amount of phase-out allowance paid to the Member shall be one-half ( $\frac{1}{2}$ ) of the former allowance during the first year that the Member did not retain the position.

No further allowance shall be paid to the Member for any future years of the surplus position.

The provisions contained in 10.03.02 shall not apply to any Member:

- i) who has been demoted from the Instructional Program Leaders Position.
- ii) who has requested on the Member's own behalf a transfer from such position.
- iii) who is completing an acting appointment to an Instructional Program Leader position.

### L10.04.00 – Related Experience

#### L10.04.01

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

#### L10.04.02

1) Trade Experience experience will be recognized on the salary schedule as follows:

- a) For every one (1) year of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized, to a maximum of six (6) grid steps.

Effective September 1, 2024, for every one (1) year of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized.

No teacher's salary will exceed the maximum of the Teacher's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Teacher must be teaching a reasonable amount of time in the trade or vocational subject(s) where the Teacher's valid vocational or occupational (practical) certificate is granted.

b) No type of part-time related trade experience shall be recognized for salary purposes. Each part-year period of related working experience shall be at least four (4) full working months of a working year before it may be credited.

c) The experience is directly related to the subject discipline in which the member is qualified and initially hired to.

d) The experience must be in excess of that required for admission to the Ontario Faculties of Education.

e) The related work experience has taken place within the twelve (12) year period immediately prior to the date of hire to the board.

2) Teachers of technical subjects in the regulated trades:

The teacher must provide the following documents to Human Resources:

- (i) a copy of their Trade "Certificate of Qualification" showing the date of issue;
- (ii) a copy of the "Statement of Acceptability" issued by the Technical and Industrial Arts Department of a Faculty of Education, showing the number of years of acceptable work experience.

The experience paid will be for the number of years of acceptable experience following the date shown on the Certificate of Qualification subject to clause (1) above

OR, if a "Statement of Acceptability" is not provided by the University:

- (iii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the

Teacher cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

3) Teachers of technical subjects in the unregulated trades:

The teacher must supply Human Resources with the following document(s):

(i) a copy of the “Statement of Acceptability” as stated in (2)(ii) above.

The experience paid will be the number of years listed as “surplus of acceptable experience to that required” subject to clause (1) above.

OR, if a “Statement of Acceptability” is not provided by the University:

(ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

\*\* For both 2) and 3) admission to a Faculty of Education requires 2 –5 years of full-time wage-earning experience. These required number of years are subtracted from the total eligible work experience years. Five years of wage-earning is generally standard use for admission, if less years used, the teacher will have to provide a letter from the university.

Business Related Experience

Related experience for Business (Accounting, Marketing) or Computer Studies will be recognized for newly hired Teachers on the salary schedules as follows:

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

Effective September 1, 2024, for every one (1) year of approved Business or Computer experience, one (1) year on the salary grid, shall be recognized. No Teacher’s salary will exceed the maximum of the Teacher’s salary group as a result of the recognition of related experience.

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

#### L10.04.03

The application of related experience credit for grid placement shall be determined at the time of initial hiring only.

#### L10.05.00 - Post-Graduate Degree Allowance

Members holding a recognized post-graduate degree shall be paid an allowance of \$1,368.

Masters or PhD Degrees considered extra to the requirements for a category change and not used in the evaluation process will be considered for a postgraduate degree allowance.

#### L10.06.00 - Department Head

The Positions of Responsibility within the school shall refer to the following, each of which has a fixed allowance of \$6,386.

#### L10.07.00

The Department Head structure will be as follows:

- a) All school-based positions of responsibility shall be subject/curriculum based, will contain one or more subject areas and will include school wide responsibilities.
- b) Subject Based Departments may be established in the following subject areas:
  - American Sign Language as a Second Language
  - The Arts
  - Business Studies
  - Canadian and World Studies
  - Classical Studies & International Languages
  - Computer Studies
  - Cooperative Education
  - English
  - English as a Second Language and English Literacy Development
  - First Nations, Metis, and Inuit Studies
  - French as a Second Language
  - Guidance and Careers
  - Health and Physical Education
  - Mathematics

- Science, Social Sciences and Humanities
- Technological Education
- Special Education

#### L10.07.01

Department Head positions shall be allocated annually in each secondary school based on the following generators:

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

#### L10.07.02

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

#### L10.07.03

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

Headship modifications that involve only a change in school-wide responsibilities do not require SAC approval.

#### L10.07.04

A Teacher in the role of Department Head will be entitled to and assigned six (6) sections.

#### L10.07.05

A Teacher in the role of Department Head can give notice to relinquish their headship by March 1 to take effect the following September.

#### L10.07.06

A Teacher who has provided notice to relinquish the role of Department Head will be included in the school staffing process for the following September and will be subject to the regular staffing process and timelines outlined in Article 19.

#### L10.07.07

Department Head positions that become vacant after March 31 for the upcoming school year will be filled with an acting Department Head for the year.

#### L10.07.08

Department Head positions of responsibility posted after September 1, 2024 will be posted for a three (3) year term, with the option for renewal with mutual consent for an additional two (2) years. No further renewals will be granted at the end of the first renewal period.

An incumbent Department Head may reapply for the position.

Feedback will be offered to the Incumbent Department Head if they are not offered the extension.

#### L10.08.00 - Communication Centre Assistants

Communication Centre Assistants shall be paid according to their placement in Clause 10.01.00 plus an allowance of \$6,386.

#### L10.08.01

A Teacher in the role of Communications Centre Assistant can give notice to relinquish their position by March 1 to take effect the following September.

#### L10.08.02

A Teacher who has provided notice to relinquish the role of Communications Centre Assistant will be included in the school staffing process the following September and will be subject to the regular staffing process and timelines outlined in Article 19.

#### L10.08.03

Communications Centre Assistant positions that become vacant after March 31 for the upcoming school year will be filled with an acting Communications Centre Assistant for the year.



#### L10.08.04

The Communications Centre Assistant positions of responsibility posted after September 1, 2024 will be posted for a three (3) year term, with the option for renewal with mutual consent for an additional two (2) years. No further renewals will be granted at the end of the first renewal period.

An incumbent Communication Centre Assistant may reapply for the position.

Feedback will be offered to the Incumbent Communications Centre Assistant if they are not offered the extension.

### **ARTICLE 11 - EMPLOYEE BENEFITS**

#### L11.01.00 – Employer Health Tax

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

#### L11.02.00 - Long Term Disability Income Protection Insurance Plan

##### L11.02.01

The Board shall administer but shall not contribute to the premiums for the Long Term Disability Income Protection Insurance Plan in effect between the Union and the carrier designated by the Union, as per Part A, Article C7.11 and Part A, Letter of Agreement #9 of this Collective Agreement.

##### L11.02.02

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

- a) remain an employee of the Board for a period of two (2) years plus an extension of:
  - i. up to three (3) years provided the Teacher's physician provides, annually, to the Superintendent of Human Resources, in writing, a prognosis that the physician believes the Teacher may return to teaching within three (3) years;
  - ii. up to three (3) years, provided the Teacher's physician provides annually, to the Superintendent of Human Resources, in writing, a prognosis that the physician believes the Teacher will be able to work at some other occupation within three (3) years;
  - iii. an unspecified amount of time beyond that provided in (i.) above if approved by the Superintendent of Human Resources;
- b) continue to accumulate actual teaching experience for seniority;

- c) continue to accumulate actual teaching experience for increment to a maximum of one year;
- d) have the Teacher's retirement gratuity payment based on the August 31, 2012 Retirement Gratuity Calculation;
- e) provide proof of medical fitness before returning to work. The Superintendent of Human Resources may require confirmation by a Board appointed medical practitioner, if required.

Eligibility to continue participation in the insured employee benefit plans is determined by the ELHT.

A Teacher returning from a leave of absence of two (2) years or less shall be assigned back to the school from which the Teacher left, subject to the regular staffing process outlined in Article L19.

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

#### L11.03.00

Teachers on an unpaid leave of absence may elect to continue participation in the Benefits Plan in accordance to the ELHT.

### **ARTICLE L12 - UNION OFFICE - OPERATION AND LEAVE**

#### L12.00.00

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

In case of illness, at the request of the District, another Teacher shall be released from teaching duties for the duration of the illness, subject to L12.01.00.

#### L12.00.01

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

#### L12.01.00

Any Teacher on leave under Article L12 shall be granted such leave without loss of salary, fringe benefits, sick leave or any other benefits that would accrue to the Teacher under the Articles of this Agreement provided the Union reimburses the Board for all costs arising for the replacement Teachers.

The salary portion of the costs of the replacement Teachers appointed under Article L12.00.00 shall be calculated at Category II Step 0.

The salary portion of the costs of the replacement Teacher(s) appointed under Article L12.00.01 shall be calculated at the actual placement of the Teacher on the salary grid.

#### L12.02.00

Should any Teacher seek and win election, or be appointed, to Provincial OSSTF, or to a teachers' federation or union organization with which OSSTF is affiliated, such Teacher shall be granted a leave of absence, upon request, without pay by the Board during said term of office.

i) A Teacher returning from a union leave of absence of two years or less shall be assigned back to the school which the Teacher left subject to the regular staffing process outlined in Article L19.

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

#### L12.03.00

All parties concerned agree that the best interest of the students, Teachers and the system should be observed in arranging the dates for the commencement and termination of any leave granted under L12.00.00 and L12.02.00.

#### L12.03.01

A Teacher on leave under Article L12 shall be granted actual teaching experience with the Board for seniority purposes within the meaning of Article L19 and for increment purposes within the meaning of Article L8.

#### L12.04.00

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

## **ARTICLE L13 - RETIREMENT GRATUITY PLAN**

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

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

### L13.00.00 – Eligibility

#### L13.01.00

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

#### L13.01.01

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

#### L13.01.02

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

### L13.02.00 - Amount of Gratuity

#### L13.02.01

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

L13.02.02

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

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

L13.02.03

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

$$\begin{aligned} & (25 \text{ to } 50\% \text{ as determined in L13.02.02}) \\ & X \text{ (salary in effect immediately prior to their retirement)} \\ & X \frac{\text{accumulated sick leave to maximum of 200 days}}{200 \text{ days}} \end{aligned}$$

L13.03.00 – Method of Payment

L13.03.01

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

#### L13.03.02

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

#### L13.03.03

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

#### L13.03.04

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

#### L13.03.05

On the death of a Teacher before retirement who is eligible under Clause L13.01.00, a death benefit of an amount equal to the retirement allowance at the time of death of such Teacher shall be paid to the surviving spouse of the Teacher or to the Teacher's estate.

#### L13.03.06

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

### **ARTICLE L14 - SICK LEAVE PLAN**

#### L14.00.00 – Eligibility

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

#### L14.01.00 – Administration of the Plan

A record of a Teacher's attendance will be available on the employee portal.

#### L14.02.00 - Board Authority

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

#### L14.03.00

For the purpose of supporting Teachers, the Board will provide to the Union on a monthly basis a list of Teachers, not on approved leave, who have had a continuous absence for reason of illness of fifteen (15) or more days.

#### L14.04.00 - Reporting and Certification of Absences

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

#### L14.05.00 - Workplace Safety and Insurance Benefits (WSIB) Top Up Benefits

Each Teacher who is injured in the course of employment shall have Workplace Safety and Insurance benefits supplemented as stated in Part A, Article C7.10 of this Collective Agreement.

### **ARTICLE L15 - MISCELLANEOUS LEAVES OF ABSENCE**

#### L15.00.00

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

### L15.01.00 - Bereavement

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

In all other cases a limit of one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the Principal/Superintendent.

### L15.01.01

Except in extenuating circumstances that are approved by Human Resources, all leaves defined in L15.01.00 will be taken either at the time of death or within a reasonable period after the time of death.

### L15.02.00 – Quarantine

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

### L15.03.00 - Jury Duty and Subpoena

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

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



#### L15.04.00 - Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual Teacher's control, which merit individual attention, such as extended bereavement or emergency illness of any immediate member of the family as identified in Clause L15.01.00, and is subject to the approval of the Manager of Human Resources.

#### L15.04.01

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

#### L15.05.00 - School Business

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

#### L15.06.00- Examination

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

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

#### L15.06.01- Post Secondary Graduation

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

#### L15.07.00 - Education Leave

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

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

- b) the course taken has a bearing on salary classification, or
- c) the Teacher's absence requires the engagement of an occasional Teacher, or
- d) a Teacher enrolls in a course in pedagogy, if, in the Superintendent of Human Resources' opinion, the operation of the school will not be detrimentally affected.

#### 15.08.00 - Professional Development

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

#### L15.09.00 - Speaking Engagements/Third Party Requests

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

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

#### L15.10.00 - Creed/Religious Holy Days

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

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

Indigenous Teachers may be granted days under clause L15.10.00 for attendance at Indigenous cultural/ceremonial events.

### L15.11.00 – Personal Days/Emergency Leave

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

- a) Two (2) days with pay in any one (1) school year.
- b) Up to a maximum of two (2) additional days without pay in any one (1) school year.

The Board agrees to consider, for extenuating circumstances, extensions of the Personal Leave Days as defined under Article L15.11.00 b), to a maximum of five (5) days without pay in each school year for personal reasons.

### L15.11.01

With the exception of emergencies, days will not be approved by the Principal on professional activity/development days, exam days (if Teacher is scheduled for an exam or exam supervision), or to extend a vacation period (i.e. Summer Break, Winter Break, Spring Break, Easter).

### L15.11.02

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

### L15.11.03

Where a request is denied in L15.11.01 and L15.11.02, a Teacher may appeal to the Manager of Human Resources for special consideration for unusual circumstances.

### L15.12.00 - Provincial/National/International Event

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

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

A maximum of ten (10) days will be granted under L15.12.00 in any one school year. Where a request would result in more than ten (10) days being granted in any one school year, a Teacher may appeal to the Manager of Human Resources for special consideration for unusual circumstances.

### L15.13.00 - Leaves of Absence

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

- a) Requests for a leave of absence, including the reason for requesting the leave, should be submitted, in writing, to the Manager of Human Resources prior to March 1 in the year prior to the school year in which the leave will begin. Requests received after this date due to extenuating circumstances will be considered on an individual basis. Benefit availability during this time is at the discretion of the ELHT.

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

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

A Teacher returning from a statutory maternity/adoptive/parenting leave in conjunction with a personal leave will be assigned back to their originating school, subject to Article L19.

### L15.13.01

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

### L15.13.02

In the final year of a leave of absence granted under L15.13.00, the Teacher shall notify the Board by March 1, in writing, confirming the Teacher's intention to return the following year.

### L15.14.00

Teaching experience will be granted (subject to the conditions governing teaching experience in L08.03.00 to L08.03.04) to Teachers on a leave of absence who are undertaking teaching work recognized by the Director (e.g., D.N.D., Ministry Exchange, C.U.S.O.) or who are on a leave of absence where the Board is reimbursed for the Teacher's salary and Board share of benefits (e.g., Union business).

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

### L15.15.00 - Teacher Exchange

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

Teachers on Exchange shall be subject to the conditions in Articles L15.13.00, L15.13.01, L15.13.02, L15.14.00 and L19.08.04.

### L15.16.00 - Deferred Leave

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

## **ARTICLE L16 - PARENTING LEAVES**

### L16.00.00

Pregnancy and Parental Leave shall be governed by the Employment Standards Act and any amendments thereto. A Teacher on Pregnancy Leave and/or on a Parental Leave identified under the Employment Standards Act, shall accumulate actual teaching experience for increment and seniority but not salary or allowance during such leave.

#### L16.01.00 - Pregnancy Leave Notification

The Board shall, upon the written request of the Teacher and receipt from a legally qualified medical practitioner stating that the Teacher named therein is pregnant and specifying the date upon which delivery will occur in the medical practitioner's or mid-wife's opinion, grant or cause to be granted to the Teacher a Pregnancy/Parental Leave (leave of absence without pay) in compliance with the Employments Standards Act. A minimum of two (2) weeks written notice is to be provided to the Board and the immediate supervisor prior to the commencement of the leave.

#### L16.02.00 - Parental Leave Notification

Leave for parental leave shall be available to a Teacher in accordance with the Employments Standards Act. Written notification, stating the duration of the leave of absence, is to be provided to the Board and immediate supervisor at least two (2) weeks prior to commencement of the leave.

#### L16.03.00 - Adoptive Leave Notification

Leave for the purpose of adoption shall be available to a Teacher in accordance with the Employment Standards Act. Advance notification of at least three (3) months shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the Teacher to commence leave immediately the child becomes available. Written notification shall be given to the Board and the immediate supervisor of the exact dates of the leave when they are known.

#### L16.04.00 - Start Date Revisions

A Teacher who wishes to start a Pregnancy or Parental leave earlier shall provide the Board with a minimum of two (2) week's written notice to the new earlier scheduled date.

A Teacher who wishes to start a Pregnancy or Parental leave later shall provide the Board with a minimum of two (2) week's written notice prior to the original scheduled date.

#### L16.05.00 - Five Week Extension

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

For the purpose of Article L16.05.00, 'natural break' shall refer to any of the following:

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

Should the five-week extension not bring the Teacher to a natural break in the school year, the Teacher may request a leave of absence for personal family reasons until the end of the semester or the end of the school year, as identified in Article L16.06.00.

A Teacher whose five-week extension ends in July or August shall return on the first working day in September.

Eligibility for benefit coverage for the summer months will be in accordance with the ELHT.

#### L16.06.00 - Personal Family Leave Extension

The Board shall, on the written request of the Teacher, grant, in addition to the Pregnancy Leave, Adoptive Leave and/or Parental Leave in L16.00.00 above, a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with natural break in the school year and does not extend beyond August 31 of the school year in which the leave is requested. Extension beyond the leave in L16.00.00 shall be without payment of salary, allowance, and accumulation of credit for actual teaching experience. The Teacher shall accumulate seniority during this leave. Eligibility for benefits will be in accordance with the ELHT.

#### L16.07.00

All parties concerned agree that the best interests of the students and the Teacher concerned should be observed in arranging the dates for the commencement and termination of Pregnancy Leave, Adoptive Leave and Parental Leave. The Teacher will notify the Principal in writing as soon as possible, of the intended date for which the leave will commence and will consult with the Principal as to the appropriate return date.

Should the Teacher not take the leave due to medical reasons, the Superintendent of Human Resources will affect a return to work upon receipt of a medical certificate indicating that the Teacher is medically fit to resume duties.

Should the Teacher require additional time off that precedes or follows their Pregnancy and/or Parental Leave due to medical reasons, it would be the Teacher's responsibility to

submit medical documentation to the Board. The Teacher will be able to return to work when new medical documentation is submitted and reviewed, and it is determined that the employee is medically fit to resume duties.

#### L16.08.00

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

#### L16.09.00- Return Date Revisions

A Teacher who is returning to work early from a Pregnancy or Parental leave shall provide the Board with a minimum of four (4) week's written notice to the new earlier return date.

A Teacher who wishes to return later from a Pregnancy or Parental leave shall provide the Board with a minimum of four (4) week's written notice to the original return date.

#### L16.10.00

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

#### L16.11.00- Eligibility

The provisions of L16.00.00 will be available to a Teacher who has thirteen (13) weeks or more of continuous service with the Board.

#### L16.12.00

Any Teacher who is granted a leave without pay under Article L16 for less than a full school year shall be paid according to Article L9.

#### L16.13.00

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



## L16.14.00

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

### L16.14.01- SEB Plan

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

- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

## **ARTICLE L17 - ADVERTISING OF VACANCIES**

### **L17.00.00**

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

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

Within the limitations of this Article:

### **L17.01.00**

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

#### L17.01.01

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

Advertisements shall be posted a minimum of three (3) days.

#### L17.01.02

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

#### L17.01.03

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

Subject to Teachers having the required qualifications as per Article L19.01.05 to fill the vacancy, no external hiring shall take place until positions have been offered to redundant Teachers. Teachers with less than full-time assignments will be given consideration for top up prior to external hiring.

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

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

#### L17.02.00

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

## **ARTICLE L18 - STAFF ALLOCATION AND WORKLOAD PROVISIONS**

### **L18.00.00**

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

### **L18.00.01**

The Committee shall:

- a) review by February 28 and again by March 31 the student enrolment projections provided by the Principals and the Planning Department;
- b) verify the system classroom staff full-time equivalent entitlement as well as the system allocation of the guidance, library, and special education sections;
- c) verify the allocation to each school of the proportional share of the system's instructional time for a school year for all of its secondary Teachers;
- d) review by April 30, May 31, June 30 and throughout September and October, fluctuations in student enrolment figures;
- e) review by October 31 and March 31 student enrolment statistics and the class size statistics;
- f) review the distribution of instructional time to teaching staff within schools at least twice during the school year;
- g) designate Committee members to meet with the Principal and appointed Union Branch representatives of any or all schools, if required to review each school's share of the system's instructional time;
- h) review any hold-back of the projected system staff complement. Hold-back shall be distributed no later than November 15;
- i) meet once a month during the school year. Upon the request of either party, a meeting in August will be scheduled to review the school organization including class sizes, and make recommendations where appropriate to the Principal on alternative assignments where class size guidelines have been exceeded;
- j) review the total number of students for each Teacher at the end of the first month in each semester;
- k) determine, as of October 31<sup>st</sup> and March 31<sup>st</sup> of each school year, the total pupil Teacher contacts (PTC) for each Teacher for the current year in accordance with the guidelines in Article L18.09.00.

### L18.00.02

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

### L18.01.00

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

### L18.02.01

- a) In a semestered school, a Teacher shall be assigned no more than the equivalent (pro-rated to the Teacher's assignment) of a maximum of three (3) credit programs per semester, or equivalent for a non-semestered school unless there is written agreement by the Teacher, the Union and the Board. If the scheduling and/or program needs of a school require a Teacher to teach more than three (3) credit programs in a semester, the Principal will communicate this need to the Teacher and to the Branch President. If the Teacher is in agreement, the Principal will advise the Manager of Human Resources, who will communicate this requirement to the Union President. If the Teacher does not agree to teach more than three (3) credit programs in a semester, then the Principal will rearrange the teaching assignment to eliminate the requirement to teach more than three (3) credit programs in a semester.
- b) A full-time classroom Teacher shall be assigned six (6) sections.
- c) Each secondary school shall be allocated six (6) sections to be used in the Library.
- d) Guidance, Library, Special Education and Co-op Teachers shall be allocated to schools on the basis of six (6) sections per FTE and used in these areas.
- e) The minimum FTE for Special Education Resource Teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for Special Education programs and services.

### L18.03.00

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

- a) Each full-time Teacher will be responsible for up to fifty (50) half periods of Additional Professional Assignments per year. A maximum of twenty-four (24) may be used for on-calls. The remainder may be used for supervision and Teacher/ student mentoring.
- b) On-call assignments shall be equitably distributed among all teachers.
- c) Co-operative Education Teachers will be granted credit for two (2) APA assignments in each of the two (2) pre-placement weeks in which the Teacher is assigned to two (2) or more co-operative education classes in a semester. In addition, Co-operative Education Teachers will be given credit for two (2) APA assignments for the five (5) in-class days occurring in a semester.
- d) A supervision assignment may include study hall, classroom supervision, lunch duty and/or other supervision of students including bus supervision, as determined by the Principal in consultation with the in-school representatives outlined in L19.01.06 who will contact the District Office.
  - i. Supervisions and on-calls and mentoring will be assigned so that a Teacher does not receive more than one such assignment in a day, unless otherwise agreed to by the Teacher.
  - ii Supervision and on-calls and mentoring may be a half-period or a quarter period. These will be assigned so that a Teacher does not receive more than two (2) half-periods in a week, or not more than three (3) quarter periods in a week or not more than one (1) half and one (1) quarter periods in a week.

Effective September 1, 2003:

The Principal, with the written agreement of the Teacher, may schedule supervision, on-calls and mentoring assignments in blocks of time. Over the course of the semester, the Teacher will have worked not more than the required number of half periods as outlined in L18.03.00 a).

- e) Supervision shall be assigned in an equitable manner to all Teachers.
- f) The Board will endeavour to assign part-time Teachers supervisions and on-calls that are contiguous to their Regular teaching assignment unless the Teacher and Principal mutually agree otherwise.
- j) The Joint Staffing Advisory Committee will monitor the implementation and on-going application of L18.03.00.

#### L18.04.00

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

#### L18.05.00

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

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

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

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

#### L18.06.00

The Board will endeavour to limit the number of course preparations for each Teacher. Each Teacher shall be consulted by the Principal, and in-school representative outlined in L19.01.06 regarding the Teacher's preference for the assignment of half credits.

#### L18.07.00

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

#### L18.08.00

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

## L18.09.00

The Principal in consultation with the in-school representatives as outlined in L19.01.06, will use the following guidelines to organize classes in the school to be less than or equal to the following class sizes:

### Intermediate

Academic-Gr. 9	28
Academic-Gr. 10	29
Applied-Gr. 9, 10	22
Essential and Essential Clustered -Gr. 9	18
Essential and Essential Clustered -Gr.10	20
Open-Gr 9,10	26

### Senior

University-Gr. 11,12	30
College/University (M Courses)-Gr. 11, 12	28
College-Gr.11, 12	27
Workplace-Gr. 11, 12	24
Open-Gr. 11,12	26

### Technological Studies

Essential Clustered-Gr.9	18
Essential Clustered-Gr. 10	20
Gr. 9,10	20
All Gr. 9-12 Tech Design (TD_), Computer Tech (TE_), Communications Tech (TG_)	26
College/University (M Courses) - Gr. 11,12	22
College- Gr. 11,12	20
Workplace- Gr. 11,12	18
Open- Gr. 11,12	26

### Exceptions

Literacy Skills - ELD	21
OLC	24
Workplace Co-op-Gr. 11, 12	21
Co-op- Gr.11,12	26
Physical Education	29

## L18.10.00

In addition to article L18.09.00, no Technological Studies having a Transportation Technology focus or component shall exceed 20 students and no eLearning credit course shall exceed 35 students.



### L18.11.00

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

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

Any teacher whose assignment includes eLearning will have their total PTC adjusted to be pro-rated to the portion of the teacher's assignment that is not eLearning.

### L18.12.00

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

### 18.13.00- Staff Meetings

- i) Teachers are expected to attend regularly scheduled staff meetings.
- ii) Regularly scheduled staff meetings shall be held no more than once per month on average.
- iii) Each meeting shall be no more than seventy - five (75) minutes in length.
- iv) The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers.
- v) Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals.
- vi) Teachers may submit agenda items to the Principal for consideration.
- vii) Administration will not schedule staff meetings during the five (5) days prior to the deadline for data entry for reports. .

### L18.13.01

In addition to the mid-term and the final Ministry reports, only two (2) other reports will be required:

- i) For Teachers in a semester setting or program a fifth week progress report and a fifteenth week in-danger report.
- ii) For Teachers in a non-semestered setting or program a tenth week progress report and thirtieth week in-danger report.

In each case reports will be issued by the Teacher based on the needs of the students in the school as determined by the Principal in consultation with the staff. The chosen reporting method will consist of one (1) of the following: a letter of concern, a markbook printout, a checklist or an in-danger notification.

#### L18.13.02-Teaching Assignment Outside of the Regular School Day

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

#### L18.14.00 Supervisions During Exam Periods

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

#### L18.15.00 Record of Employment

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

### **ARTICLE L19 - POTENTIALLY REDUNDANT, SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS**

#### L19.00.00

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

#### L19.00.01

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

Should the Ministry of Education funding formula not be received in time to proceed within the dates set out in Article 19, the Board and Union will meet and discuss possible modifications to those dates and establish by mutual agreement any possible changes that may be required.

Where agreement cannot be reached surplus declaration will be governed by the process outlined in Articles L19.01, L19.02, L19.03 and L19.04.

An initial declaration of potential redundancy to the system shall occur prior to Article L19.01.00--Step 1--Surplus to School.

Seniority with the Board, as per Article 19.08.06, shall determine the initial declaration of potential redundancy. No position will be excluded from the declaration of potential redundancy process.

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

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

#### L19.01.00 - Step 1: Surplus to School

##### L19.01.01

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

A Teacher may become surplus to a regional program because of a change in program needs or a change in funding.

##### L19.01.02

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

- evidence of successful teaching of the subject.
- b) In addition, the Board will distribute the Seniority Information Sheets to individual Teachers. If the Teacher believes that the information on the Seniority Information Sheet is incorrect, the Teacher shall so advise the Manager of Human Resources by January 20.
- c) The Union shall be provided with a list of submissions.
- d) A Teacher who believes the Teacher is qualified to teach subjects other than those specified in Article L19.01.02 must apply to the Joint Staffing Advisory Committee by January 20. The Committee shall decide whether the request shall be granted. The majority decision of the Committee shall be final. If no majority decision is reached, the Manager of Human Resources shall decide and the decision shall be subject to the grievance procedure.

#### L19.01.03

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

- a) determine the staffing requirements for the school based on the student option selection data for the next school year;
- b) identify by subject those positions which are vacant; and
- c) identify by subject according to lists developed in accordance with Article L19.08.08 those Teachers who are surplus to the staffing requirements of the school on the basis of seniority as defined in Article L19.

#### L19.01.04

A Teacher who holds a continuing position of responsibility shall be excluded from the procedures in Article L19.01.03, but a Teacher who holds an acting position of responsibility shall be excluded from procedures in L19.01.03, only if the acting position is to continue in the next school year.

#### L19.01.05

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

- has the necessary qualifications according to Regulation 298; or
- has evidence of successful teaching in the subject; or
- is actively proceeding towards or agrees to proceed towards such qualifications for such date as is approved by the Manager of Human Resources; or

- may be placed in the subject area by written mutual consent in accordance with the Regulations.

#### L19.01.06

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

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

#### L19.01.07

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

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

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

#### L19.01.08

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

#### L19.01.09

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

#### L19.01.10

Teachers who are surplus to their school shall have the opportunity to indicate preferences as to another assignment within the Board if a position is available. Preference forms shall be provided to surplus Teachers on or before April 15. The preference form shall be returned to the Manager of Human Resources (Secondary) and a copy forwarded to the Principal and to the Union office within three (3) school days. Teachers' preferences shall be considered in order of seniority when assignments are made in accordance with Article L19.02.03.

#### L19.02.00 - Step 2: Assignment of Surplus Teachers

##### L19.02.01

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

##### L19.02.02

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

##### L19.02.03

A Teacher declared surplus to a school shall be assigned according to seniority to teach in a subject, or combination of subjects for which the Teacher is qualified, in accordance with Article L19.01.02.

If no such position is vacant, such assignment shall be made to replace another Teacher if the other Teacher has less seniority and is the least senior Teacher in the Board in that

subject, or combination of subjects. Such assignment may displace a Teacher who holds a continuing position of responsibility.

#### L19.02.04

The Teacher who has been displaced by virtue of Article L19.02.03, shall be declared surplus to the school and shall be assigned, if possible, in accordance with Article L19.02.03.

#### L19.02.05

Where any Teacher has been placed in any other secondary school for reasons related to Article L19, such Teacher shall have the right of first refusal of any teaching vacancy:

- a) for which the Teacher is qualified; and
- i) for Teachers declared surplus during the staffing process for the 2022-2023 school year, a vacancy which may arise and is designated for the beginning of September 2022, February 2023 or September 2023;
- ii) for Teachers declared surplus during the staffing process for the 2023-2024 school year, a vacancy which may arise and is designated for the beginning of September 2023, February 2024 or September 2024;
- iii) for Teachers declared surplus during the staffing process for the 2024-2025 school year, a vacancy which may arise and is designated for the beginning of September 2024, February 2025 or September 2025;
- iv) for Teachers declared surplus during the staffing process for the 2025-2026 school year, a vacancy which may arise and is designated for the beginning of September 2025, February 2026 or September 2026;
- b) and which exists in the secondary school from which the Teacher was transferred.

#### L19.02.06

If a Teacher is successful through the internal ad process, described in L17.01.00 the Teacher shall not have the right of first refusal of any such vacancy as described in L19.02.05. However, consideration may be granted by the Manager of Human Resources, provided that the Manager of Human Resources has received notification in writing of the Teacher's desire for such consideration within ten (10) days after the date the Teacher obtains the new position requested.

### L19.03.00 - Step 3: Excess to Region

#### L19.03.01

On or before May 15, Teachers displaced by the surplus procedures shall be advised of their current status:

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

#### L19.03.02

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

#### L19.03.03

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

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

#### L19.03.04

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

#### L19.03.05

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



## L19.04.00 - Step 4: Redundant to System

### L19.04.01

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

### L19.04.02

The number of Teachers declared redundant in L19.04.01 shall be no greater than the number of full-time equivalent Teachers known on the date of the Board's last meeting in May to be employed for the forthcoming September less the number of full-time equivalent Teachers projected to be required for September 30 of the next school year.

### L19.04.03

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

### L19.04.04

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

### L19.04.05

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

### L19.04.06

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

## L19.05.00 - Severance Pay

### L19.05.01

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

Redundant Teachers will be advised of their right to severance in writing, including Article L19.05.04.

### L19.05.02

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

### L19.05.03

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

### L19.05.04

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

## L19.06.00 – Recall

### L19.06.01

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

- a) refuses a suitable vacancy offered,...OR
- b) cannot be contacted within three (3) working days of a vacancy arising....OR

c) has received severance payment under L19.05.00

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

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

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

#### L19.06.02

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

#### L19.06.03

Where a Teacher is recalled and accepts a position to commence on or after October 15, that Teacher's future eligibility for severance pay will be determined in accordance with Article L08.05.00 of this Agreement based on service calculated from the most recent date of recall.

#### L19.06.04

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

#### L19.06.05

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

#### L19.06.06

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

#### L19.07.00 - Seniority Prior to September 1, 1981

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

#### L19.08.00 - Seniority Effective from September 1, 1981

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

Effective September 1, 1981 seniority shall be defined as length of continuous service with the Halton District School Board and the Halton Board of Education from the date of last appointment to the teaching staff of the Board subject to clauses L19.08.00 to L19.08.06 and L19.08.10. Service credit for seniority shall be calculated and determined on and within each individual year's teaching assignment.

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

Effective September 1, 1998 seniority shall be defined as length of continuous service with the Halton District School Board from the date of last appointment to the secondary staff of the Halton District School Board as a bargaining unit Teacher subject to clauses L19.08.00 to L19.08.06 and L19.08.10.

#### L19.08.01

##### a) Prior to September 1, 1998:

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

##### b) Effective September 1, 1998:

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

#### L19.08.02

For potential redundancy, surplus, excess to region and redundancy, seniority shall be established in accordance with Article L19.

#### L19.08.03

Except as specified in accordance with L19.08.06, teaching as an Occasional Teacher does not qualify for seniority. Time on leave of absence does not qualify for teaching experience or seniority subject to clause L19.08.04.

#### L19.08.04

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

- 1) an exchange, subject to clause L15.14.00;
- 2) a loan or secondment to any recognized educational authority, subject to clause L15.14.00;
- 3) a Pregnancy, Parental or Adoptive Leave, or leave granted under clause L16.00.00, as per Article L16;
- 4) a leave of absence granted under clauses L15.01.00 to L15.12.00 inclusive;
- 5) a leave granted under Article L12;
- 6) a leave granted under the Deferred Leave Plan with Salary Holdback;
- 7) any non-teaching capacity with the Board in a position covered in the Collective Agreement;
- 8) Prior to September 1, 1998: a transfer to or exchange with a Teacher in the elementary panel;
- 9) the period granted to a Teacher as actual teaching experience by the Superintendent of Human Resources in accordance with clause L08.03.03;
- 10) the period the Teacher is receiving benefits under the Long Term Disability Income Protection Insurance Plan.

#### L19.08.05

A Teacher shall lose seniority rights if:

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

#### L19.08.06

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

- 1) has the most number of years of actual teaching experience with the Board and its predecessor Board as a secondary Teacher excluding teaching experience in 08.03.022 iii) iv) and vi) and where equal
- 2) has with the Board and its predecessor Board, the most actual teaching experience; and where equal
- 3) has the most actual teaching experience in Ontario; and where equal
- 4) has the most actual recognized teaching experience; and where equal
- 5) the remaining Teachers shall, in the presence of the Bargaining Unit President or designate and the Director or designate, draw lots to determine who is more (most) senior.

Teaching experience under 1) and 2) above, will include Long Term Occasional and Form 3 experience recognized under L08.03.02 i) ii) and v) with the Halton District School Board and its predecessor Board.

#### L19.08.07

Effective December 31, 2000:

For the purposes of L19.08.06, the calculation of actual teaching experience shall include Pregnancy Leave, Adoptive Leave, and Parental Leave. The period granted to a Teacher as actual teaching experience by the Superintendent of Human Resources in accordance with clause L08.03.03 shall also be included for the purposes of L19.08.06.

#### L19.08.08

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

#### L19.08.09

For the purpose of developing a seniority list, Teachers who are tied in seniority will be given the same ranking. Article L19.08.06 will apply when there is a requirement to break a tie for Teachers to be declared surplus in a given school, for the declaration of excess to region, or for the declaration of redundant Teachers.

#### L19.08.10

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

#### L19.08.11

Following the appeal procedure in L19.08.10, a Teacher has the right to grieve through Article L22.

### **ARTICLE L20 - STRIKE/LOCKOUT**

#### L20.00.00

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

## **ARTICLE L21 - STRIKE BY OTHER BOARD EMPLOYEES**

### L21.00.00

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

### L21.00.01

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

### L21.00.02

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

### L21.00.03

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

### L21.00.04

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

### L21.00.05

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

### L21.00.06

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



### L21.00.07

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

## **ARTICLE L22 - REDRESS PROCEDURE**

### L22.00.00 – Definitions

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

### L22.01.00

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

### L22.02.00

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

### L22.03.00 - Individual Grievance

#### L22.03.01 - Informal Step

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

### L22.03.02 - Step 1

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

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

### L22.03.03

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

### L22.03.04 - Step 2

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

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

### L22.03.05

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

#### L22.03.06

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

#### L22.04.00 - Union Policy Grievance and Board Policy Grievance

##### L22.04.01

The Union or the Board may initiate a policy grievance in accordance with Article L22.00.00. The grievance shall state the facts giving rise to the grievance, including: the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. In the case of a Union policy grievance, the grievance shall be signed by the Union President and, in the case of a Board policy grievance, the grievance shall be signed by the Director of Education.

##### L22.04.02

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

##### L22.04.03

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

##### L22.04.04

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

##### L22.04.05

Failing settlement, the grievance may be referred to arbitration by either party within twenty (20) days of the receipt of the reply, in accordance with the criteria and timelines in Article L22.06.00.

## L22.05.00 - Grievance Mediation

### L22.05.01

At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

### L22.05.02

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

### L22.05.03

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

## L22.06.00 – Arbitration

### L22.06.01

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

### L22.06.02

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

#### L22.06.03

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

#### L22.06.04

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

#### L22.06.05

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

#### L22.06.06

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

#### L22.07.00 – General

##### L22.07.01

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

##### L22.07.02

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

##### L22.07.03

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

## **ARTICLE L23-STAFF DEVELOPMENT**

### **L23.00.00**

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

### **L23.01.00**

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

## **ARTICLE 24 - PERFORMANCE REPORTS**

### **L24.00.00**

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

### **L24.00.01**

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

### **L24.00.02**

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

### **L24.00.03**

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

## L24.01.00 –Teacher Performance Appraisal

### L24.01.01

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

### L24.01.02

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

### L24.01.03

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

### L24.01.04

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

## **ARTICLE L25 - ACCESS TO INFORMATION**

### L25.00.00

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

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

- a) a statement of the current operating expenditures;
- b) a statement of participation in the LTDI plan covered by this Collective Agreement, including a cost analysis thereof;
- c) data respecting salaries, allowances, group classification, teaching experience, qualifications, employment status, and seniority concerning each Teacher covered by this Collective Agreement;

- d) information and data respecting the Teacher complement and pupil enrolment;
- e) the general legislative grant technical paper (if available) and the detailed calculation for funding of the Halton District School Board (if not available on the Ministry website).

#### L25.01.00

Upon written request to the Manager of Human Resources, the Union shall have access to, or be furnished with a copy of the following:

- a) a list of all Teachers by school/worksite, with FTE entitlement for each Teacher;
- b) a list of all Teachers on leave, including but not limited to Teachers on LTDI, WSIB, sick leave, secondment, statutory leave, deferred leave, and personal unpaid leave.

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

### **ARTICLE L26 - PART-TIME TEACHERS**

#### L26.00.00

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

#### L26.01.00

Teachers on a part-time assignment shall receive salary and allowances as indicated in Article 10 of this Agreement prorated to correspond to the ratio that the Teacher's assignment bears to a full-time assignment of 6.0 in accordance with Article L18.02.01 b).

#### L26.01.01

In the event a Teacher has a different assignment for each of two (2) semesters in a given school year, that Teacher's salary will be prorated as in L26.01.00 for each semester.

#### L26.01.02

For Teachers who work only one full semester in a school year, it is understood that one full semester constitutes fifty percent (50%) of the length of the school year as outlined in L06.14.00.



#### L26.02.00

A Teacher employed on a regular part-time assignment shall be eligible for an increment in accordance with clauses L08.03.01 to L08.03.04 inclusive.

#### L26.03.00

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

#### L26.04.00- Reduced Assignments

A Teacher, who has completed three (3) years' employment with the Board may request a leave of absence from their timetable to the Manager of Human Resources with a copy to the Principal to teach a regular part-time assignment subject to the following conditions which must be met:

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

Requests from Teachers in their third year of employment with the Board will be accepted for leaves to teach a regular part-time assignment in their fourth year of employment.

#### L26.04.01

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

#### L26.04.02

A Teacher who requests and is granted an assignment as a part-time Teacher for a specified period will return to full-time teaching at the end of the period subject to Article L19.

#### L26.04.03

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

#### L26.05.00

Teachers not included in L26.04.00 through L26.04.03, currently employed on a part-time basis shall be considered prior to Teachers being newly employed by the Board to fill full-time positions when such positions become available, provided such Teachers have registered their desire with the Manager of Human Resources, with a copy to the Principal, prior to March 1. If more than one (1) Teacher is eligible for such assignment, the Teacher with the greatest seniority as defined in the Collective Agreement shall be assigned to the position.

#### L26.06.00

Part-time Teachers should attend staff meetings and professional activity days on a prorated basis in accordance with their teaching assignment.

#### L26.07.00

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

#### L26.08.00

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

### **ARTICLE L27 - HEALTH AND SAFETY**

#### L27.00.00

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

#### L27.00.01

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

#### L27.00.02

The Board shall ensure that a copy of the Occupational Health and Safety Act and its accompanying relevant regulations shall be accessible on the Board's intranet.

### L27.00.03

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

### L27.00.04

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

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

### L27.01.00

The Board shall not require a Teacher to transport students.

## **ARTICLE L28 - DUES DEDUCTIONS**

### L28.00.00

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

### L28.00.01

The OSSTF provincial dues deducted in L28.00.00 shall be remitted to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

### L28.00.02

Dues specified by the Union in L28.00.00 shall be deducted and remitted to the District 20 Treasurer no later than the fifteenth (15<sup>th</sup>) of the month after which the deductions were made, according to Article 28 of this Agreement. Such remittance shall be accompanied by a list of employees and the amounts deducted and will identify the amounts from each Union.

#### L28.01.00

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

#### L28.01.01

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

#### L28.01.02

The Union will confirm by August 15th, whether the amount to be deducted for the upcoming year is a uniform dollar amount and/or a set percentage.

#### L28.02.00

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

### **ARTICLE L29 - UNION RIGHTS**

#### L29.00.00

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

#### L29.01.00

The Board agrees to provide new employees with the name of the Union President, and the address and telephone number of the District 20 office and to direct new employees to contact the District 20 office for information on how to access the Collective Agreement.

The Board and the Union shall share equally the cost of the printing of sufficient copies of the Collective Agreement.

The Board agrees to share an electronic copy of the Collective Agreement to all Teachers.

#### L29.02.00

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

#### L29.03.00

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

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

#### L29.04.00

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

#### L29.05.00

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

### **ARTICLE L30 - ADMINISTRATIVE POSITIONS**

#### L30.01.00 - Acting Administrative Teacher

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

#### L30.01.01

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

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

#### L30.01.02

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

#### L30.01.03

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

#### L30.01.04

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

#### L30.01.05

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

#### L30.01.06

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

#### L30.02.00 - Acting Vice-Principal

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

#### L30.02.01

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

#### L30.03.00

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

#### L30.04.00

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

#### L30.04.01

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

#### L30.05.00 - Teacher in Charge

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

#### L30.05.01

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

#### L30.05.02

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

#### L30.05.03

A Teacher shall not receive credit for Additional Professional Assignments (L18.03.00) when acting as Teacher in Charge.

L30.05.04

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

**ARTICLE L31 - EMPLOYEE TERMINATION OF EMPLOYMENT**

L31.00.00

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

L31.01.00

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

**ARTICLE L32 - EMPLOYEE RELATIONS**

L32.00.00

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

L32.00.01

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

**ARTICLE L33 - CRIMINAL BACKGROUND CHECKS**

L33.00.01

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



#### L33.00.02

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

#### L33.00.03

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

### **ARTICLE L34 - MEDICAL DOCUMENTATION**

#### L34.00.01

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

#### L34.00.02

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

### **ARTICLE L35 - eLEARNING**

#### L35.00.01

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

## **PART L-2**

### **L-2 1.0 - SCOPE**

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

### **L-2 2.0 - DEFINITION**

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

### **L-2 3.0 - QUALIFICATIONS**

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

### **L-2 4.0 - GENERAL PROVISIONS**

#### **L-2 4.1**

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

Article L01	Purpose
Article L02	Scope and Recognition
Article L03	Duration
Article L05	Management Rights
Article L20	Strike/Lockout
Article L21	Strike by Other Board Employees
Article L22	Redress Procedure
Article L24	Performance Reports
Article L26	Access to Information
Article L27	Health and Safety
Article L30	Union Dues
Article L31	Union Rights

L-2 4.2

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

L-2 4.3

The Board agrees to provide new employees with the name of the Union President, and the address and telephone number of the District 20 office, and to direct new employees to contact the District 20 office for information on how to access the Collective Agreement.

The Board and the Union shall share equally the cost of the printing of sufficient copies of the Collective Agreement.

The Board agrees to share an electronic copy of the Collective Agreement to all Teachers.

**L-2 5.0 - COMPENSATION**

L-2 5.1

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

TEACHER

	<u>Sept. 1 2022</u>	<u>Sept. 1 2023</u>	<u>Sept 1, 2024</u>	<u>Sept 1, 2025</u>
Hourly Rates of Pay	\$56.69	\$58.39	\$60.00	\$61.50

SUPERVISOR-CREDIT COURSES

For those hired on new contracts: \$6,811.

L-2 5.2

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

### L-2 5.3

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

### L-2 5.4

If a new position is created, the provisions provided for in the clauses L04.01.00 to L04.01.05 of the Collective Agreement shall apply.

## **L-2 6.0 - SICK LEAVE**

### L-2 6.1 - Administration

Subject to the authority of the Board, the Administration of the plan shall be vested in the Secretary of the Board. The Board shall keep a record of the credits and deductions for each Teacher.

### L-2 6.2

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

## **L-2 7.0 - LEAVES OF ABSENCE**

### L-2 7.1

Continuing Education Teachers above shall be entitled to the following leave provisions:

#### a) Bereavement Leave

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

#### b) Parenting Leave

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

c) Compassionate Leave

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

d) Creed/Religious Holy Days

A Continuing Education Teacher may be granted up to a maximum of three (3) days per school year with pay for officially creed/recognized religious holy days.

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

L-2 7.2 – Professional Development

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

L-2 7.3 – In-Service

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

**L-2 8.0 - POSTINGS**

L-2 8.1

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

**L-2 9.0 - EMPLOYMENT TERM**

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

Letter of Agreement #1  
between  
The Halton District School Board  
(hereinafter referred to as the “Board”)  
and  
The Ontario Secondary School Teachers’ Union representing the  
Secondary Teachers, District 20 - Halton  
composed of Teachers employed by the Board  
(hereinafter referred to as the “Union”)

**Board-Wide Positions of Responsibility**

1. The parties agree that OSSTF Teachers who are currently incumbents in Instructional Program Leader roles shall continue to be OSSTF Teachers for the time they continue to hold the position.
2. New Instructional Program Leader positions and/or similar positions of responsibility, shall be designated by panel when they are posted/advertised.
3. In the event that a position is determined to be cross-panel, the Board agrees to post the position to both panels and to advise the union prior to the release of the posting

Dated at Burlington, Ontario, the 19th day of March 2024.

For the Halton District School Board

For the TBU, District 20, OSSTF

Sari Taha		Cindy Gage
Deb DeBoer		Kelly McCarthy
Jonathan Shoss		Stephanie Briggs
Michael Gallant		Jenn Hicks
Riley Morrison		
Alicia Quayson		

Letter of Agreement #2  
between  
The Halton District School Board  
(hereinafter referred to as the “Board”)

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

**Acton, Aldershot, Burlington Central High Schools and Syl Apps (ECPP)**

It is the intention of the parties that Secondary Teachers will not be required to teach students in the elementary panel at Acton, Aldershot, Burlington Central High Schools and Syl Apps (ECPP) .

Dated at Burlington, Ontario, the 19th day of March 2024.

For the Halton District School Board

For the TBU, District 20, OSSTF

Sari Taha		Cindy Gage
Deb DeBoer		Kelly McCarthy
Jonathan Shoss		Stephanie Briggs
Michael Gallant		Jenn Hicks
Riley Morrison		
Alicia Quayson		

Letter of Agreement #3  
Between  
The Halton District School Board  
(hereinafter referred to as the "Board")

And  
The Ontario Secondary School Teachers' Federation representing the  
Secondary Teachers, District 20, Halton  
Composed of Teachers employed by the Board  
(hereinafter referred to as the "Union")

**Gary Allan High School- Day School**

1. Without Prejudice or Precedent

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

2. Headships

- a. Headships are to be based on curriculum areas as outlined in article L06.07.00 and L10.07.00 of the collective agreement. All Headships at GAHS will be advertised with curriculum responsibilities and with additional school wide responsibilities in the format and under the conditions as per the Joint Staffing Advisory Committee as agreed on March 3, 2010. In addition:
  - i. The following descriptors may be used for GAHS headships: Alternative Education Programs, Adult Education and Curriculum.
  - ii. The Heads at the various sites will all be hired with different subject- area specialties, as per Article L10.07.00.b of the Collective Agreement. Heads will provide curriculum support in their respective subject areas to teachers at their home sites and to Teachers at other sites in GAHS.
- b. In addition, school-wide responsibilities may be assigned to Heads, such as Literacy, Numeracy, Staff Development, and Community Liaison. This is not an exclusive list.

It is understood the major sites (Burlington, Oakville, Halton Hills and Milton) will have the role of Lead Teacher attached to one of the Headships assigned to the site with the following criteria:

- i. The Lead Teacher role will be advertised as part of the headship having this responsibility, e.g. Head of Adult Education and Lead Teacher.



- ii. The Lead Teacher is delegated responsibility for the daily operation and programs at the site in the absence of the Principal.
- iii. Heads acting as a Lead Teacher are not to evaluate or discipline other Teachers. Lead Teachers provide input to the Principal on timetables and/or teacher assignments.
- iv. Lead Teachers may mentor staff where there is mutual agreement.
- v. It is understood that while the Lead Teacher defined under ii) is delegated responsibility for the daily operation of the site, the Head of the Alternative program has responsibility for the school wide program that may operate at any given site including staff development, curriculum and instruction.
- vi. If the role of Lead Teacher is assigned to, or taken away from, a Headship, this will be deemed a significant change and will be covered under L10.07.03 of the collective agreement.

### 3. Transfers

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

4. Lunch Period

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

5. Mileage

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

Dated at Burlington, Ontario, the 19th day of March 2024.

For the Halton District School Board

For the TBU, District 20, OSSTF

Sari Taha		Cindy Gage
Deb DeBoer		Kelly McCarthy
Jonathan Shoss		Stephanie Briggs
Michael Gallant		Jenn Hicks
Riley Morrison		
Alicia Quayson		

Letter of Agreement #4  
 Between  
 The Halton District School Board  
 (hereinafter referred to as the “Board”)  
 and  
 The Ontario Secondary School Teachers’ Federation representing the  
 Secondary Teachers, District 20 - Halton  
 (hereinafter referred to as the “Union”)

**RE: Staffing Committee**

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

Dated at Burlington, Ontario, the 19th day of March 2024.

For the Halton District School Board

For the TBU, District 20, OSSTF

Sari Taha		Cindy Gage
Deb DeBoer		Kelly McCarthy
Jonathan Shoss		Stephanie Briggs
Michael Gallant		Jenn Hicks
Riley Morrison		
Alicia Quayson		

Letter of Agreement #5  
between  
The Halton District School Board  
(hereinafter referred to as the “Board”)  
and  
The Ontario Secondary School Teachers’ Federation representing the  
Secondary Teachers, District 20 – Halton  
(hereinafter referred to as the “Union”)

**RE: Voluntary Transfer Process**

For the purpose of Article L07.02.00, applications for Volunteer Transfers will be considered during the staffing process and in Halton rank order, concurrent with the placement of Surplus and Excess to Region Teachers and dependent on mutual agreement of the Principal and the Teacher.

Dated at Burlington, Ontario, the 19th day of March 2024.

For the Halton District School Board

For the TBU, District 20, OSSTF

Sari Taha		Cindy Gage
Deb DeBoer		Kelly McCarthy
Jonathan Shoss		Stephanie Briggs
Michael Gallant		Jenn Hicks
Riley Morrison		
Alicia Quayson		

Letter of Agreement #6  
 Between  
 The Halton District School Board  
 (hereinafter referred to as the “Board”)  
 and  
 The Ontario Secondary School Teachers’ Federation representing the  
 Secondary Teachers, District 20 - Halton  
 (hereinafter referred to as the “Union”)

**RE: Syl Apps / Education and Community Partnership Programs (ECP)**

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

- 1) Only Permanent and Probationary Teachers will be eligible to apply to vacancies at Syl Apps or Sections 23 programs.
- 2) Teachers will initially post in for a one year term only and will continue as scheduled on the 5 year cycle for Performance Appraisal.
- 3) The Principal will meet with the Teacher four (4) times throughout the school year to provide support to the Teacher and to assess their progress and fit to the program/school.
- 4) Should either the Principal or the Teacher determine that the Teacher’s placement should not continue, the Teacher will return to their previous school location and be subject to the staffing process as defined in Article L19.
- 5) Should the Principal and the Teacher mutually agree that the Teacher’s placement has been successful and should continue, the Teacher would be transferred to Syl Apps or the section 23 program permanently and subject to the staffing process/surplus defined in Article L19.
- 6) Syl Apps/Section 23 program Teachers will follow the regular posting process to post out. If a Teacher is unsuccessful at posting out, they may, at their request, be placed on the regional redundancy list in the spring staffing process for the following September.
- 7) No Teacher will be placed at Syl Apps or into a section 23 program through the surplus, redundancy or LTO placement process.

Dated at Burlington, Ontario, the 19th day of March 2024.

For the Halton District School Board

For the TBU, District 20, OSSTF

Sari Taha		Cindy Gage
Deb DeBoer		Kelly McCarthy
Jonathan Shoss		Stephanie Briggs
Michael Gallant		Jenn Hicks
Riley Morrison		
Alicia Quayson		

Letter of Agreement #7  
 Between  
 The Halton District School Board  
 (hereinafter referred to as the “Board”)  
 and  
 The Ontario Secondary School Teachers’ Federation representing the  
 Secondary Teachers, District 20 - Halton  
 (hereinafter referred to as the “Union”)

**LEAP**

Notwithstanding Article L18.02.01 of the Collective Agreement between the Board and the Union, the parties agree to amend the scheduling of L.E.A.P. program Teachers at Craig Kielburger Secondary School, Georgetown District High School, M.M.Robins High School, Nelson High School and White Oaks Secondary School. The parties agree to the following:

1. This Letter of Agreement applies only to Teachers in the LEAP programs at Craig Kielburger Secondary School, Georgetown District High School, M.M.Robinson High School, Nelson High School, and White Oaks Secondary School.
2. Teachers assigned to the instructional periods interrupted by the nutritional break will be assigned only by mutual consent.
3. Teachers assigned to the LEAP program shall be entitled to a timetabled lunch period in accordance with Article L18.04.00.
4. Teachers assigned to the LEAP program shall be entitled to unassigned time in accordance with Article L18.12.00 of the Collective Agreement. Such time may be split into two timetabled blocks within the regular working day.

Dated at Burlington, Ontario, the 19th day of March 2024.

For the Halton District School Board

For the TBU, District 20, OSSTF

Sari Taha		Cindy Gage
Deb DeBoer		Kelly McCarthy
Jonathan Shoss		Stephanie Briggs
Michael Gallant		Jenn Hicks
Riley Morrison		
Alicia Quayson		

Letter of Agreement #8  
Between  
The Halton District School Board  
(hereinafter referred to as the “Board”)

And  
The Ontario Secondary School Teachers’ Federation representing the  
Secondary Teachers, District 20 - Halton  
(hereinafter referred to as the “Union”)

RE: **Board Designated Exam Days**

Board designated exam periods, time during which a Teacher is not assigned an exam or exam supervision, as defined in L18.14.00, shall be available to the Teacher for the purposes of evaluating summative assignments, marking exams, and preparing final report cards. These duties may be performed in the school or, with approval, in an off-school location.

The parties agree to meet if changes are needed to the established guidelines.

Dated at Burlington, Ontario, the 19th day of March 2024.

For the Halton District School Board

For the TBU, District 20, OSSTF

Sari Taha		Cindy Gage
Deb DeBoer		Kelly McCarthy
Jonathan Shoss		Stephanie Briggs
Michael Gallant		Jenn Hicks
Riley Morrison		
Alicia Quayson		

Letter of Agreement #9  
Between  
The Halton District School Board  
(hereinafter referred to as the “Board”)

And  
The Ontario Secondary School Teachers’ Federation representing the  
Secondary Teachers, District 20 - Halton  
(hereinafter referred to as the “Union”)

RE: **Teacher/Guardian Contacts**

The Parties agree to establish a joint committee to meet and discuss guidelines for teacher involvement in activities outside the work day for the purpose of determining, reporting and communicating student achievement and programming. These include but are not limited to program nights and Parent Teacher Interview Nights.

The committee shall meet no later than June 30, 2024 and provide recommendations to the Superintendent of Human Resources no later than December 31st, 2024.

Dated at Burlington, Ontario, the 19th day of March 2024.

For the Halton District School Board

For the TBU, District 20, OSSTF

Sari Taha		Cindy Gage
Deb DeBoer		Kelly McCarthy
Jonathan Shoss		Stephanie Briggs
Michael Gallant		Jenn Hicks
Riley Morrison		
Alicia Quayson		



**FOR THE BOARD:**

Sari Taha  
\_\_\_\_\_  
Superintendent of Human Resources

Deb DeBoer  
\_\_\_\_\_  
Manager of Human Resources

Jonathan Shoss  
\_\_\_\_\_  
Superintendent of Education

Mike Gallant  
\_\_\_\_\_  
Principal

Riley Morrison  
\_\_\_\_\_  
Labour Relations and Workplace  
Investigations Specialist

Alicia Quayson  
\_\_\_\_\_  
Labour Relations and Workplace  
Investigations Specialist

**FOR THE UNION:**

Kelly McCarthy  
\_\_\_\_\_  
Staff Officer, Chief Negotiator, OSSTF

Cindy Gage  
\_\_\_\_\_  
President, OSSTF District 20

Stephanie Briggs  
\_\_\_\_\_  
Vice President, Bargaining Committee

Jenn Hicks  
\_\_\_\_\_  
Member, Bargaining Committee

Rob Sargent  
\_\_\_\_\_  
Member, Bargaining Committee

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