Letter of Agreement between Upper Grand District School Board and The Ontario Secondary School Teachers' Federation representing District 18 Occasional Teachers employed by the Board in the Secondary Panel (Not Appended to the Collective Agreement)

Hiring to Posted Permanent Teaching Positions

The Board shall use the processes outlined in this Letter of Agreement for all posted permanent teaching positions.

The process outlined in this Letter of Agreement shall be used to fill all posted permanent teaching positions posted from September 1st through August 31st of each school year.

1. <u>Definition</u>

- i. "long-term occasional teachers' list" means a list established and maintained by the Board in accordance with sections 4 and 10 of Ontario Regulation 274/12;
- ii. "roster of occasional teachers" means the roster of occasional teachers (Occasional Teacher Roster) established by the Board for the purposes of the Act;

For clarity, it is understood that Occasional Teacher Roster means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the secondary panel. It is understood that all Occasional Teachers employed by the Board are members of the Bargaining Unit. It is understood that all Occasional Teachers must be members in good standing of the Ontario College of Teachers and must have a Certificate of Qualification from the Ontario College of Teachers or Interim Certificate of Qualification. All certification and required documentation must be submitted to the Senior Administrator of Human Resources or designate before a candidate's name is placed on the Occasional Teachers' Roster.

2. Requisite Qualifications

- i. The Board shall limit the requisite qualifications in all postings to those qualifications recognized by the Ontario College of Teachers.
- ii. Notwithstanding i. (above), where necessary to meet program requirements, a posting may include additional requisite qualifications consistent with and limited to those qualifications held by a TBU member who would normally hold such a position.

3. Steps in the Hiring Process

i. The Board will post only once, each posted permanent position, and accept applications from Occasional Teachers on the Long-Term Occasional List, on the Occasional Teacher Roster, and

from outside the Bargaining Unit. It is understood that first consideration shall be provided to Occasional Teachers on the LTO List.

ii. To be eligible, teachers on the Long-Term Occasional List must:

- have completed a secondary long term assignment in Upper Grand District School Board that was at least four (4) months long and in respect of which the teacher has not received an unsatisfactory evaluation
- have the required qualifications for the position
- iii. Teachers may apply for any number of posted permanent positions for which they are qualified.
- iv. For each posted position, the hiring team shall receive for consideration those applications submitted by teachers on the LTO List. Each team will:
 - Offer an interview to the five (5) most senior qualified applicants from the Long-Term Occasional List; if fewer than five (5) apply to the position, interview only those teachers
 - Interview candidates who have agreed to be interviewed
 - Select a candidate
 - Offer the position
 - If the position is declined, offer to each of the remaining candidates who were interviewed before moving on to the next step (v.)
- v. If a posted position cannot be filled by an applicant from the LTO List, then the hiring team shall receive for consideration those applications submitted by teachers on the Occasional Teacher Roster and applicants from outside the bargaining unit.

General Provision:

Members of the Teachers' Bargaining Unit (excluding temporary Vice-Principals) and/or the Occasional Teacher Bargaining Unit shall not participate in an interview of any candidate for a permanent teaching position.

It is understood and agreed that this Letter of Agreement shall remain in effect during the 2017 local bargaining process and until a renewal Collective Agreement is reached.

It is further understood and agreed that this Letter of Agreement shall be grievable.

Signatures

Dated this 23rd day of August in 2016/in Guelph, Ontario.

For the Union For the Board

Letter of Agreement regarding Hiring to Posted Permanent Positions