



THE HASTINGS COUNTY BOARD OF EDUCATION

SOURCE	<i>Board</i>
ETC.	<i>89 of 01</i>
TERM	<i>9/0831</i>
NO. OF EMPLOYEES	<i>500</i>
NO. OF D'EMPLOYES	<i>D.J.</i>

COLLECTIVE AGREEMENT
between
The Hastings County
Board of Education
and
Hastings Division of the
Ontario Secondary School
Teachers' Federation

September 1, 1989

~~31st~~ 23 1990

edited 21/12/90 CR

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1.0 DEFINITIONS

1.1 In this Agreement,

The Board is The Hastings County Board of Education or its predecessors and is a party to this agreement.

The Teachers (employees) are statutory members of Hastings Division of the Ontario Secondary School Teachers' Federation (OSSTF) who are employed by The Hastings County Board of Education and are parties to this agreement.

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The Board recognizes the Hastings Division of O.S.S.T.F. as the exclusive agent authorized to **negotiate** on behalf of all members of O.S.S.T.F. employed in day school and/or those Teachers employed in applicable Continuing Education programs by this Board. "**Teacher**" as defined in the School Board and Teachers Collective Negotiations Act and the Education Act.

A Unit of Administrative Strength is an amount of money allocated to each secondary school on the basis of:

- a) a basic allotment of **27** units, (includes one Special Education Head in each school), plus **1** unit at Principal's discretion.
- b)
 - i) one **unit** for each complete **100** students over **1000** enrolment,
 - ii) **1 UAS** in each school for Co-op Education where the school has **117** Co-op credits,
 - iii) effective September **1988** - **1 UAS** per school for Computer Co-ordinator.
- c) one of
 - i) **30-59** Basic students for one unit
 - or
 - ii) **60** plus Basic students for two units.

Units of Administrative Strength are applied such that a Department Head or Acting Department Head receives **2** units and an Assistant Department Head or a Co-ordinator of Student Activities receives one unit.

Fractional units may be used.

A Department Head is a teacher holding a High School Specialist's Certificate and who is in charge of a Department. In the case of the following departments the teachers must be qualified in accordance with the Regulations for Elementary and Secondary Schools - General:

Guidance Department
Technical Department
Commercial Department
Basic Department

An Assistant Department Head is a teacher holding a basic Secondary Teaching Certificate and assisting in a Department.

An Acting Department Head is a teacher holding a basic Secondary School Teacher's Certificate, who does not hold a High School Specialists' Certificate, or in the case of Commercial, Guidance, Technical or Occupational Departments does not hold the requirements specified in the Regulations for Elementary and Secondary Schools - General, and who is in charge of a Department under authority of a Letter of Approval.

A Co-ordinator of Student Activities is a teacher who is appointed by the Principal to co-ordinate the co-curricular and extra-curricular activities of a secondary school and who is ranked for responsibility allowance purposes the same as an Assistant Department Head. The Principal may limit the tenure of a teacher in this position to a maximum period of two school years.

Immediate Family shall be deemed to include the teacher's father, mother, spouse, brother, sister, child, grandparents, grandchildren, corresponding in-laws and the person who stood in Loco Parentis to the teacher or a person to whom the teacher stood in Loco Parentis.

2.0 SICK LEAVE CREDIT PLAN

2.1 A sick leave credit plan is hereby established as of September 1st, 1969, for each academic employee under contract with the Hastings County Board of Education.

2.2 (a) Subject to the final authority of the board, the administration of the plan shall be vested in the Director of Education.

(b) The Director of Education shall have power to do and perform all things necessary for the conduct of the sick leave credit system, including the power, subject to appeal to the Teacher Board Relations Committee, to allow or disallow any sick leave credit or deduction therefrom under this system.

(c) All cases of dispute with respect to credits or deductions therefrom under this system shall be resolved by Steps III and IV of the Grievance Procedure.

2.3 (a) The Manager of Staff Services shall keep a register, or registers, in which shall be entered the credits, the accumulated credits and the deductions therefrom, and in September of each year shall forward to each teacher a statement of the days accumulated as of the previous June 30th.

(b) Calculations resulting in fractions of less than one-half day throughout this plan shall be adjusted to the nearest half-day.

2.4 (a) Subject to (c) and (d) below, where an employee of a municipality or local board which has established a sick leave credit plan under any general or special Act becomes an employee of The Hastings County Board of Education, he/she shall be entitled to have placed to his/her credit the sick leave credits standing to his/her credit in the plan of the

municipality or local board by which he/she was previously employed, but such credit from his/her previous employer shall not exceed the amount of cumulative sick leave credits permitted under this Sick Leave Credit Plan.

- (b) No transfer of credits will be made other than from the last employer's statement.
- (c) Since Private Schools are not defined as Boards under The Education Act, there can be no transfer of cumulative sick leave credits from such a school to this plan upon commencement of employment with this Board.
- (d) Transfer of sick leave credits, under section 2.4(a) above may be made only where the transfer of employment from a school board to another school board or from a municipality or a local board to a school board is made without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated.
- (e) Sick leave credits earned while with the Ontario Ministry of Education may be transferred to the credit of the employee up to the maximum allowed by this plan.
- (f) i) In cases where the Board grants Leave of Absence for study at post-secondary level any such sick leave credits held by an employee at commencement of leave shall be continued upon his/her return to duty with the Board, notwithstanding the fact that he/she may, during such leave, receive remuneration on a part-time basis.

ii) In cases where the Board grants Leave of Absence (that is, Sabbatical Leave, Maternity Leave, Leave of Exchange Teaching, Leave for Teaching with the Department of National Defence, or for other purposes within the Board's policy) the conditions for such leave are referred to in the specific policies.

2.5 In the case of the death of a teacher prior to retirement, his/her estate shall be entitled to a payment equal to the number of sick leave credits accumulated at the date of death to a maximum limit of one-half year's earnings at the rate received by the teacher immediately prior to his/her death.

2.6 (a) Each eligible academic employee shall be entitled to have 100% of the unused portion of an annual sick leave of twenty days for each year of service with the Board, commencing with the school year which began September 1, 1969, transferred at the end of each school year to his/her accumulated sick leave credit, the total of such accumulation not to exceed two hundred and twenty (220) days in 1989-90 and two hundred and thirty (230) days in 1990-91.

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(b) Plans of dissolved Boards incorporated as the Hastings County Board of Education on January 1, 1969, were extant to June 30, 1969.

- (c) ~~Where~~ an eligible academic employee commences employment after September 1st in any year, the sick leave of twenty (20) days shall be pro-rated at the rate of two (2) days per month.
- (d) After the statutory leave of twenty (20) days has been used in any school year an academic employee shall receive pay for absence caused by sickness up to the amount of his/her accumulated sick leave credits.
- (e) All full-time academic employees of the Board on the Permanent or Probationary staff shall be included under this plan and shall accumulate sick leave credits from the commencement of their employment.
- (f) Academic personnel employed on an occasional basis for a stated period of time, of not less than one month, shall be entitled to regular sick leave during the period of employment but shall not be entitled to cumulative benefits unless appointed to the permanent staff at a later date.
- (g) Occasional employees who are employed on a day to day basis shall not be included under the plan.
- (h) Academic employees employed regularly on a part-time basis shall have their sick leave and their cumulative totals pro-rated accordingly.

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2.7 Board Policy provides that no full-time or part-time employee of the Board will receive less than fifteen (15) weeks' sick pay even though the employee may not have 75 sick leave days credited under the Cumulative Sick Leave Plan. This fifteen week benefit period will be available after three months for a recurring disability and after one month for a new disability. Pregnancy is not considered a disability. This policy is in accordance with the (Canadian) Unemployment Insurance Act and the regulations thereunder and does not alter the Board's Cumulative Sick Leave Plan, being an additional benefit. These notes are included for easy reference and full details are to be found in the Board's policy booklet (with each Principal).

3.0 POLICY RE ABSENCE

- 3.1 Code 1 - Absence with pay due to illness with deductions from Sick Leave Credit Account. ~~Sick leave credit account.~~ Illness with deduction from Sick Leave Credit Account.
- (a) 1) Absence through illness of the employee for a period of five consecutive working days or less may be certified by the School Principal or by the official of the Board in charge of the appropriate Department.
 - 11) Absence for illness over five (5) consecutive working days must be certified by a licensed medical practitioner or, if on account of acute inflammatory condition of the teeth or gums, certified by licentiate of dental surgery.

- (b) Where an employee is absent **for** illness for **more** than twenty consecutive working days, the **Director** may require that a **certificate be** submitted monthly by such medical practitioner or licentiate **of** dental surgery before the employee shall be entitled to payment under the Plan.
- (c) The **Director** may at any **time** require that a **certificate be** submitted by such a medical practitioner or licentiate **of** dental surgery appointed by the Board.
- (d) i) Subject to the provisions respecting Workers' Compensation a **credit shall be deducted from** an employee's sick leave account **for** each day **of** absence due to illness or dental condition **for** which the employee's salary **is** paid, and no salary shall be paid to an employee **for his/her** absence due to illness or dental condition beyond the number **of** credits in his sick leave account except pursuant to **a resolution of** the Board **or** pursuant to 2.7.

ii) Subject to the provisions relating to Workers' Compensation each employee who is absent **from** duty due to illness or dental condition shall **be paid for** each day **of** absence, the basic salary which **he/she** would have been entitled to receive **for** that day to the extent **of** the credits in **his/her** account.

3.2 Code 2 - Absence with pay - items not chargeable to Sick Leave Account.

- (a) Quarantine - in any case where, because **of** exposure to a communicable disease, an employee **is** quarantined or otherwise prevented by order **of** the medical health authorities from attending to **his/her** duties. 63/B-2
- (b) **Juror** service or by reason **of** a subpeona being a witness in any proceeding to which **he/she** is not **a** party or one **of** the persons charged, provided that the teacher pays to the Board any fee exclusive **of** travelling allowances and living expenses that he receives **as** a juror or **as** a witness. (Section 231(5), The Education Act.)
- (c) i) Funeral in the immediate family, up to a maximum **of** three days **for** each **bereavement**; an extension may be granted by permission **of** the Director. 63/A

ii) Funerals other than immediate family up to one (1) day **for** each **bereavement** subject to the approval **of** the Principal.

- (d) Post-secondary or university examinations,
- (e) From 1989 September 01 to 1991 August 31, one (1) day per contract year with pay for personal reasons provided the day does not immediately precede or follow a holiday.
- (f) For the purpose of attending his or her own graduation, or the graduation of a member of the immediate family.
- (g) Special circumstances for reasons approved by the Director.

3.3 Code 3 - Absence with Pay - items chargeable to sick leave account.

- (a) For dental/medical examination, to a maximum of two (2) days per year, subject to the approval of the Principal.
- (b) Special circumstances for reasons approved by the Director.

3.4 Code 4 - Absence without Pay - items not chargeable to sick leave account. Up to a maximum of five days per year.

- (a) Moving to a new place of residence but leave granted for moving shall not exceed one (1) day in any one year which shall be the actual day of moving.
- (b) Weddings of members of the teacher's immediate family other than the teacher's own wedding.
- (c) Personal reasons - Second and subsequent days in each year of the 1987/89 contract will not be approved immediately preceding or following Christmas or winter breaks except under code 4(d).
- (d) Special circumstances for reasons approved by the Director.

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4.0 RETIREMENT GRUITY PLAN

and Regulation, 1983, having not less than five (5) consecutive

$$RG = \frac{1}{2} \text{ of } \frac{CSL}{200} \times S \times \frac{N}{20} \quad 7/6$$

where **RG** is the amount of retirement gratuity; **CSL** is the number of cumulative sick leave days accumulated with this Board, to a ~~maximum of 200 days~~; **S** is the employee's salary at the time of retirement; **N** is the number of years of contracted service with this Board to a maximum of 20 years; subject to Section 158(1), The Education Act, limiting the amount of gratuity to a maximum of one-half year's earnings at the rate received immediately prior to **termination** of employment.

- (b) i) Approved leave of **absence**, whether paid or unpaid and unpaid maternity leave granted by the Board to an employee who returns to the **Board's** service immediately following the **end** of such leave of absence, always provided that the employee undertook no intervening employment during such leave, shall **not** be eligible **for** Retirement Gratuity.
- ii) Where there may be special circumstances not provided **for** in this section, the matter shall be referred to the Teacher Board Relations **Committee**.
- 4.2 No gratuity will be paid to an employee who resigns to get married, except as such employee may qualify **for** eligibility **for** a gratuity under the terms and conditions of Section 4.1 above, **or** to take another contracted position involving eligibility to contribute to the Teachers' Superannuation Fund **or** who is dismissed **for** cause.
- 4.3 (a) The retirement gratuity shall be paid after retirement according to mutual agreement between the **Board** and employee, provided the employee has given six (**6**) months' notice prior to the date of retirement. In the event that a shorter period of notice than six **months** is given, the **Board** shall decide whether the gratuity is to be paid following retirement **or** during the ensuing budget year.
- (b) In the event of the death of **an** employee after the termination of **his/her** employment in the service of this Board, any allowance **or** benefit **for** which **he/she** is eligible under the retirement gratuity plan and which remains unpaid shall be paid to **his/her** estate.
- 4.4 (a) i) Years of contracted service in the County of Hastings with dissolved Boards of Education, High **School** Boards and Public School Boards incorporated as The Hastings County Board of Education on **January 1, 1969**, and contracted consecutive service with The Hastings County Board of Education as from that date, whether the incorporated Boards had **retirement** gratuity plans **or** not, shall be regarded as eligible service with The Hastings County Board **of** education **for** the purpose of calculating retirement gratuity.

ii) Only those employees involved who were in the service of The Hastings County Board of Education after August 31, 1969, are eligible for a retirement gratuity payable under the conditions of this plan.

iii) The conditions of service of the dissolved Boards were extant to June 30, 1969, and any gratuity due to an employee who retired on or prior to June 30, 1969, is to be based on the conditions of the plan of his/her employing Board as on December 31, 1968.

(b) The cumulative sick leave days transferred from the dissolved Boards, accrued under the plans which were extant to June 30, 1969, and on record for each employee at that date, shall be eligible for calculations of retirement gratuities, provided that only those cumulative sick leave days actually accumulated during service as in section 4(a) above are included.

4.5 Where a contracted teacher is retired compulsorily from the Board's service at the end of the school year in which the teacher attains the age of 65 years and where because of this the teacher would not be able to complete the required minimum of five (5) consecutive years of contracted service with the Board, the Director of Education may authorize the granting of a retirement gratuity in accordance with the other conditions contained in this plan.

4.6 Where an employee has completed 20 years contracted service with this Board and its predecessors, such employee shall be entitled upon retirement in accordance with section 4.1(a) above to a gratuity in accordance with that section where CSL will be calculated at 200, notwithstanding the number of cumulative sick leave days standing to his/her credit at the time of retirement, providing that the last five (5) years' service immediately prior to retirement shall have been consecutive contracted years of service with The Hastings County Board of Education.

5.0 MATERNITY/PATERNITY/ADOPTION LEAVE PLAN

5.1 (a) The Board shall grant unpaid maternity leave for a period of not more than two (2) years, subject to a written application supported by a medical certificate stating that the employee is pregnant and specifying the anticipated date of delivery. The actual length of unpaid maternity leave being determined according to individual needs, provided that the teacher is not required nor permitted to return to duty for at least six (6) weeks after the date of delivery unless a legally qualified medical practitioner certifies a shorter period is sufficient and the teacher gives at least one (1) week's notice of her intention to return earlier.

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- (b) Any extension of unpaid maternity leave beyond the statutory term of eleven (11) weeks **pre-natal** and **six** (6) weeks **post-natal** leave shall be **agreed** upon in writing by the teacher concerned and the **Board** on the understanding that both parties will continue to recognize their respective obligations under the Employment Standards Act, (Part XI), and with due regard to the best interests of the pupils, the teacher and the school system.
- 5.2 Unpaid maternity leave shall be granted only to teachers who have been employed continuously by the Board **for** at least one year and eleven weeks immediately preceding the specified date referred to in Section 5.1(a) above.
- 5.3 **Six** weeks prior written notice having been given to the Principal by the teacher, and in accordance with Section 5.1(a) above, the date of leaving shall be subject to approval by the Board, unpaid leave being granted at any time during a period of eleven (11) weeks **immediately** preceding the specified date **referred** to in Section 5.1(a) above, always provided that the Principal, subject to approval by the Board, **may** require the teacher to **commence** an unpaid leave of absence at such time as the duties of her position cannot reasonably be performed by a pregnant **woman** or the performance of the teacher's work is materially affected by the pregnancy.
- 5.4 Workloads shall not be varied out of special consideration for a pregnant teacher; the requirement of such consideration **shall** be regarded as evidence of inability to perform the duties of a teacher.
- 5.5 (a) Any changes in the original agreement regarding the length of unpaid maternity leave shall be made only by mutual agreement of the teacher and the Board.
- (b) **No** teacher shall return to duty prior to the date agreed unless a suitable position is open, nor shall any extension of leave beyond the permissible Statutory maximum of two (2) years be considered. After **two** (2) years, applicants **may** apply **for** personal leave of absence as in section 8.1 of **this** agreement.
- (c) Where a teacher does not intend to resume duty after the approved leave period, her resignation shall be tendered in accordance with the terms of her contract.
- 5.6 Teachers with permanent contracts shall not be returned to a probationary contract **nor** shall they be **subject** to in-service or induction training expected only of newcomers to the **Board's** service, except that **re-employment** in the regular manner following a resignation shall be in accordance with the Ministry of Education Regulations and subject to the issue of a **probationary** contract in the normal manner.

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5.7 Unpaid leave shall be granted to a teacher who adopts a child who is under the age of six years and/or who is not in attendance at school at the time of placement for adoption, such leave commencing at the time of the child's placement with the adoptive parent, subject to the Board being given at least three (3) months' notice of the Teacher's intention to adopt a child and with the proviso that it may be necessary for the teacher to commence leave immediately the child becomes available for placement.

See p. 14
5.8 Following the expiry of the agreed leave period, the teacher will be returned to a position with the Board as close as possible to the area she/he left, without loss of service seniority or schedule placement in accordance with that part of the current Collective Agreement dealing with the determination of salaries.

5.9 Sick leave credits accumulated under the Board's plan at the time of commencing unpaid maternity/paternity/adoption leave shall not be augmented during the period of leave but shall remain standing to the teacher's credit upon resumption of teaching service subject to the conditions of the Board's plan and the Ministry of Education Regulations with regard to intervening employment.

5.10 The period of unpaid maternity leave shall not be regarded as eligible service for the purpose of calculating retirement gratuities.

5.11 An employee granted unpaid leave of absence for pregnancy (unpaid maternity leave) shall not be entitled to Sick Leave Benefit under the Board's plan.

5.12 The Director of Education shall administer the Maternity/Paternity/Adoption Leave Plan and shall report to the Board in January and September of each year details of leaves granted thereunder.

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5.13 Paternity Leaves may be granted by The Hastings County Board of Education for the care of pre-school-aged children.

5.14 Effective September 1, 1988 the Board will pay the Board share of the cost of premiums for benefits during the 17 week maternity leave.

5.15 The Board will pay 50% of the Teacher's allowable U.I.C. benefit for the two week U.I.C. waiting period.

6.0 SABBATICAL LEAVE PLAN

6.1 The Board may grant sabbatical leave to an employee who has demonstrated a high level of competence in his/her employment and encourages worthy applications therefor, The Board is not obliged to grant such leave and an employee is not entitled, as a right, to leave under these regulations.

6.2 Sabbatical leave may be granted for the purpose of approved study or activity; the Board reserves the right to determine if such leave is in the best interests of the school system and the Board's decision in this regard is final.

6.3 To qualify for a sabbatical leave, an **employee** shall have completed a minimum of five **(5)** continuous years of full-time service in the employ of The Hastings County Board of Education **immediately** prior to the time of application.

6.4 An employee desiring sabbatical leave shall apply in writing to the Director through his/her Associated School Group Superintendent through **his/her** Principal, giving reasons and details regarding the purpose of the proposed leave. Prior to making final recommendations to the Board, the Director of Education will meet with teacher representatives to discuss all applications. Should the applicant **so** desire, **he/she** may request a review by the Teacher Board Relations Committee.

6.5 (a) Application for sabbatical leave must be made not later than November 15th for its beginning, at the earliest, the following **September**. Applications recommended by the Director of Education shall be placed before the Board for decision at a **January** Board meeting.

(b) Selection of applicants for Sabbatical Leave (in addition to the requirements listed **above**) are to be based **upon**:

- i)** the applicant's stated goals and objectives in Hastings County and education generally; and
- ii)** the applicant's detailed explanation to **show** how the requested Sabbatical Leave will achieve those goals and objectives,

6.6 (a) Salary and other benefits shall be paid or credited to employees granted sabbatical leave while continuing with the purpose of the leave in an amount equal to ~~seventy-five percent (75%) of~~ the employee's salary at the date of the commencement of the leave,

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(b) In addition tuition fees shall be paid by the Board for the purpose agreed upon in granting the leave, but the amount shall not exceed five hundred dollars **(\$500.00)** and receipts shall be submitted to the Director of Education.

6.7 An employee granted sabbatical leave shall, before going on such leave, execute an agreement with the Board to remain in the employ of the Board for a minimum of three years following the employee's return from leave.

6.8 An employee failing to carry out the purpose for which the leave was granted shall, upon demand, repay the Board the money paid on account of the leave, or, on failing to remain in the employ of the Board for the agreed minimum period, shall, upon demand, repay to the Board pro-rata the money paid by the Board on account of the leave. Each case, however, shall be considered individually by the Board and the Board shall take into consideration any circumstances beyond the control of the employee.

- 6.9 An employee granted sabbatical leave shall receive the normal increment in salary and other benefits for which he/she is eligible. Deductions for superannuation pension, income tax or other required deductions shall be on the basis of the actual salary paid. Employees on sabbatical leave shall be responsible for making their own arrangements for any further payments to the Teacher's Superannuation Fund or to any other pension fund to which they belong.
- 6.10 (a) If sabbatical leave is granted, it shall be granted for one school year (September 1st to August 31st) or from September 1st to December 31st or from January 1st to August 31st in the same school year.
- (b) If sabbatical leave is granted to an applicant from a semestered school, it may be granted for one semester or for two semesters within the school year.
- 6.11 The number of days credited to a teacher in the Cumulative Sick Leave Plan shall not be reduced by the granting of sabbatical leave, nor shall the teacher be entitled to any accumulation of sick leave credits during the period of leave.
- 6.12 The plan shall operate in regard to Teachers, Vice-Principals and Principals.
- 6.13 The number of employees granted leave for any year shall not exceed one percent (1%) of the Academic Staff of the Board.
- 6.14 An employee on return from leave shall be reinstated to a position commensurate with or superior to that which he/she vacated in the school of last employment, subject to T & S.
- 6.15 The decision of the Board shall be final with regard to all recommended applications for sabbatical leave.

7.0 SUBSIDIZED EDUCATIONAL LEAVE PLAN (S.E.L.)

- 7.1 The Board may grant to a permanently contracted teacher in the employ of The Hastings County Board of Education, a Subsidized Educational Leave.
- 7.2 An employee desiring a S.E.L. shall apply in writing to his/her A.S.G. Superintendent through his/her Principal, outlining the goals of the leave. The Superintendent may refuse to recommend the application and advise the teacher of the reasons, or the Superintendent may endorse the application for consideration by the Director of Education, who may make recommendations to the Board. The Board's decision in this matter shall be final. The employee may request a review through the grievance procedures.

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- 7.3 An amount equal to 37.5% of the average secondary teacher's salary at the date of the commencement of the leave shall be paid to the teacher granted a S.E.L.
- 7.4 An employee granted leave shall, before going on such leave, execute an agreement with the Board to remain in the employ of the Board for a minimum of two (2) years following the employee's return from the leave. *Personal, 62/B*
- 7.5 Leaves shall not be granted for the purpose of upgrading salary. Leaves may be granted so that teachers may broaden qualifications.
- 7.6 Required deductions i.e., Superannuation, income tax, U.I.C., etc. will be made on the basis of actual salary paid. The cost of other benefits, i.e. O.H.I.P., Dental, Life Insurance, etc., will be pro-rated based on percentage of actual salary paid.
- 7.7 Cumulative sick leave shall not be reduced by the granting of the leave nor shall the teacher be entitled to accumulative sick leave credits during the leave, nor shall the leave period be counted toward calculations for retirement gratuity.
- 7.8 The leave, should it occur within the five (5) years previous to retirement, will not be considered as disrupting consecutive years of experience.
- 7.9 Applications are to be received on or before January 15.
- 7.10 Applications are to be approved (or not approved) on or before March 1, and the applicant notified in writing by the Director.
- 7.11 Leaves will be administered in such a way that there will be no cost to the Board.

8.0 LEAVES OF ABSENCE

- 8.1 Personal Leaves of Absence may be granted by The Hastings County Board of Education if a teacher is employed on a permanent contract.
- 8.2 Professional Leaves of Absence may be granted by The Hastings County Board of Education if the purpose of the leave is designed to enhance the professional experience of the teacher. *62-A*
- 8.3 Position-Sharing Leaves of Absence up to 60% may be granted by The Hastings County Board of Education if the purpose of the leave is designed to share the time relinquished by the applicant with a person or persons who otherwise would not be employed in education or who otherwise would have been employed on a less than full-time basis. Intention to position-share must be indicated in the letter of application. *17*

8.3.1 **Position-Sharing** is available until August 31, 1989 and is subject to the provisions outlined in the superannuation Act. Teachers are advised to become **familiar** with these provisions. The creation of positions within a static system through voluntary reduction of teaching assignment should be considered a means of increasing the capacity of the system to meet a wider variety of teacher and program needs.

8.3.2 Teachers applying for a **Position-Sharing** Leave must have or have been entitled to a **100%** Position with The **Hastings County Board** at the time of the application.

8.3.3 Vacancies created by **Position-Sharing** Leaves shall be filled by the **Transfer & Surplus Placement Committee** during Transfer & Surplus procedures or, if necessary, later by the **Principal** in consultation with Staff Services and the **Transfer & Surplus Chair**.

8.3.4 Applications for **Position-Sharing** Leaves beginning September 1st must be received by the Manager of Staff **Services** by the previous March 1st. Applications for **Position-Sharing** Leaves beginning **January** 1st must be received by the Manager of Staff Services by the previous October **1st**.

8.3.5 Approval of individual requests to participate in this plan shall rest solely with the **Board**. The reasons for turning down a **Position-Sharing** Leave application will be communicated in writing to the applicant by the Director or designate.

8.3.6 Details regarding Qualifications for obtaining Superannuation credit are found in Section 14 of Regulation 423/84 under the Teacher's Superannuation Act and Regulation, 1983.

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2 ✓ 8.4 Seniority will accrue on a full-time basis to all teachers during the period of any leave granted by the **Board**.

8.4.1 Seniority will accrue on a full-time basis to all teachers on a permanent or probationary contract.

8.4.2 Where a teacher reduces teaching assignment from full-time to part-time, seniority will accrue to the teacher on a full-time basis. The reduction in time, if approved by the **Board**, will be considered a part-time leave of absence.

8.5 Leaves of absence will be rescinded if the teacher's contract is terminated prior to the commencement of the leave due to **Transfer & Surplus** procedures.

8.5.1 Teachers applying for a leave of absence must have a permanent contract.

8.5.2 Applications for personal or professional leaves of absence must be made in writing to the Director of Education.

8.5.3 Every effort should be made to apply by September 30th or March 1st prior to the leave.

8.5.4 Following the expiry of the agreed leave period, the teacher will be returned to a position with the Board in the same school, subject to the procedures of the Transfer & Surplus Policy.

8.6 No salary will be paid by The Hastings County Board of Education except where otherwise stated in the leave plan.

8.7 All Board administered benefits become the responsibility of the teacher except where otherwise stated in the leave plan.

8.8 The number of days credited to a teacher in the Cumulative Sick Leave Plan shall not be reduced by the granting of Leaves, nor shall the teacher be entitled to any accumulation of sick leave credits during the period of leave nor shall the period of leave be eligible for calculations for retirement gratuity.

9.0 SCHOOL DEVELOPMENT LEAVE PLAN

9.1 A short-term or departmental leave plan for activities related to the school and/or A.S.G. programs may be granted at the discretion of the Director. Such leave will have no effect on the teacher's salary, allowances and benefits but the school will be granted a supply teacher allotment of funds for the term of absence of the teacher(s) involved.

10.0 LEAVE WITH SALARY HOLDBACK

The concept of "Leave with Salary Holdback" has been developed to permit an employee to pre-plan a one-year leave of absence with pay or a one-semester absence with pay financed by the process of salary holdback. While this concept is sometimes known as the "Four Years over Five Plan", in which the participant works four years at 80% of salary in return for a one-year leave at approximately the same rate, in this case a greater or lesser number of years may be utilized in the calculation. In effect, "Four Years over Five" becomes "X years over (X + 1)" or "4 Semesters over 5" becomes X semesters over (X + 1).

Qualification

A teacher who holds a permanent teaching contract with the Board shall be eligible to participate in the plan. However, a teacher who has had a sabbatical leave shall not become eligible until he/she shall have fulfilled all obligations imposed by that leave.

Application

A written application shall be delivered to the Director of Education not later than the thirty-first (31st) day of January, in which is described the applicant's proposal with respect to a plan of salary holdback and the timing of the leave of absence. An application received by the Director of Education later than the thirty-first (31st) day of January shall be deemed to have been delivered after the first (1st) day of April next following.

Approval or Denial

The right to approve **or** to deny any application shall **rest** solely with the Board. Written advice of approval **or** of denial, with explanation, shall be delivered to the applicant not later than the **first (1st)** day of April following the date of **application**.

Definition

Entry into the plan shall be effective on the first **(1st)** day of September, and the duration of a leave of absence **under this** plan shall be from the first **(1st)** day of September to the **thirty-first (31st)** day of **August** next in the case of full year **leaves**.

Entry into the plan shall be effective from the first **(1st)** day of the September until the last day of the first **(1st)** **semester or** from the **first (1st)** day of the second **(2nd)** semester until the **thirty-first (31st)** day of August in the case of one **semester** Leaves. The Teacher will be expected to assume the equivalent of **50%** of a full year's teaching schedule during the other semester of the school year that includes a one semester Leave With Salary Holdback,

Salary Holdback

The salary holdback shall be placed in trust and **interest** earned thereby shall accrue to the benefit of the trust. **Throughout** an employee's participation in the plan the control of the trust shall be vested solely in the Board on behalf of the **participant**.

Payment

During the leave of absence, the sum accumulated in **the trust**, shall **be** paid to the participant in the same manner as would **his/her** salary **were he/she** not on leave of absence. The **accrued** interest is paid separately annually.

Benefit Plans

During the period preceding leave of absence, employee benefit plans and subsidy thereof shall be **pro-rated** to the **percentage** of salary received and will continue during the leave.

There shall be neither accumulation nor utilization of **sick** leave credits during the leave of absence.

The **employee** shall comply with the regulations **governing** the Teachers' Superannuation Plan.

Return from Leave of Absence

Upon return from a leave of absence under the plan, a **participant** shall **be** returned to duty **in the** school in which **he/she** was **employed** immediately **prior to** commencement of the leave of **absence**, subject to the provisions of the Transfer and Surplus Policy. **Where** a participant held a **position** of responsibility, **it shall** be returned to **him/her** provided that **it** still exists.

Upon return from leave **of** absence the participant shall receive seniority **in** the **same** manner **as if** he/she had not taken leave **of** absence.

Termination

A participant may withdraw from the plan at any time prior to the fifteenth (15th) day **of** March preceding commencement **of** the leave **of** absence. Upon withdrawal, the sum accumulated in the trust, including accrued interest **thereon**, shall be paid to the participant within sixty (60) days following delivery to the Director **of** Education, written notification **of** withdrawal.

A declaration **of** redundancy shall be deemed to be written notice **of** withdrawal, delivered **to** the Director **of** Education on the effective date **of** the redundancy.

In the case **of** the death **of** a participant prior to commencement **of** the leave **of** absence, the **sum** accumulated in the trust, including accrued interest thereon, shall be paid to the estate **of** the participant within sixty (60) days following the date **of** death. In case **of** the death **of** a participant during the leave **of** absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate **of** the participant within sixty (60) days following the date **of** death.

Contract

Each participant shall execute **a** contract wherein are set out the terms and conditions **of** participation in the plan.

11.0 VOLUNTARY MOBILITY

11.1.0 General Principles

11.1.1 Communication **is** an integral part **of** the process and **the process** is subject to the approval **of** all parties involved. Principals and teachers are encouraged to be actively involved and to communicate throughout the process.

11.1.2 Prime considerations in the process are teachers' professional needs and the stability and needs **of** program.

11.1.3 Any principal who unilaterally vetoes **a** move recommended by the Mobility Committee shall provide his/her reasons in writing within forty-eight hours and the decision **will** be automatically appealed to the Director. Appointments to positions **of** responsibility are at the discretion **of** the principal and therefore are exempted **from** this clause.

11.1.4 A minimum **of** one teacher from North Hastings High School must **be** given **the** opportunity to transfer each year, subject to available positions.

11.1.5 Teachers not wishing **a** permanent transfer may **opt for** a temporary exchange, which **is** possible in the case **of** a two-party transfer.

- 11.1.6 Except for bona fide openings, the names of teachers and schools will not be published.
- 11.1.7 Partial teacher assignment, in other schools could be accommodated within this mobility process.
- 11.2.0 The **Procedure**
- 11.2.1 A Board Mobility **Committee (5)** shall be composed of two Federation Representatives (to be determined), two Administrative Representatives (to be determined), and a Chair to be appointed by the Director and approved by the Federation **Executive**. The Committee co-ordinates the voluntary mobility procedure and recommends teachers for positions.
- 11.2.2 Teachers, including department heads, who wish to be involved in the mobility process must be above the line of **equilibrium/established** by the Transfer and Surplus **Process** in the previous year.
- 11.2.3 A teacher expecting to participate in the voluntary mobility process submits a completed application **form** and a copy of his/her **O.T.Q.R.C.** to the **Mobility Committee** prior to the first or subsequent publication dates. The **Mobility Committee** publishes a list of current positions and requests for transfer.' The first suggested date is February 15.
- 11.2.4 Principals and Federation Representatives ensure distribution of information and invite other teachers to become involved in the procedure. A second round of mobility requests and **positions is** submitted to the **Mobility Committee** for publication. A suggested publication date for the second round is March 15.
- 11.2.5 Principals provide **information** concerning programme needs and staff requirements using a standard format. Such information would include bona fide openings as well as programmes for which present staff have minimal background and/or qualifications. Such staff should be willing and encouraged to become involved in the mobility process. The third round of mobility requests including "new" positions identified by the Principal is submitted to the **Mobility Committee**. A republished list including mobility requests and current openings is posted for a period of ten school days. Suggested posting date is April 15.
- 11.2.6 All teachers, including teachers requesting mobility; may apply for first round bona fide openings until April 30. Principals are encouraged to give preference in hiring to any qualified teacher on the Mobility list.
- 11.2.7 The Principals shall forward a list of openings available as a result of hiring in Step 6 to the **Mobility Committee** in order to update their records. During the second and subsequent rounds of hiring for bona fide openings the Principals are again encouraged to give preference in hiring to qualified teachers from the Mobility list. All moves are to be completed and recorded by May 15.

- 11.2.8** After teachers have been placed by the Transfer and Surplus Process, teachers on the current mobility list will be allowed to make exchanges (a two-party transfer). Granting of changes and exchanges through this phase of the Mobility Procedure will be done in conjunction with item Part **III**, Clause **8**, of the Transfer and Surplus Procedure with the understanding that all moves caused by this Mobility Procedure must be mutually agreed upon by the parties concerned.
- 11.2.9** After all exchanges and transfers have been made and not withstanding Part VI of the Document of Intent for Secondary Schools, teachers who still remain on the Mobility List may be given consideration for transfer to subsequent vacancies occurring up to September **30**. All moves under this mobility procedure must be mutually agreed upon by the parties concerned.
- 11.3.0** **Mobility Committee** Guidelines
- 11.3.1** The Mobility **Committee** encourages teachers and principals to participate in the mobility process.
- 11.3.2** The Mobility **Committee** maintains an updated list of candidates for mobility until September **30** of the following school year.
- 11.3.3** The Mobility Committee meets regularly with the **Principals'** Cabinet.
- 11.3.4** The Mobility Committee through consultation with the Principals and Senior Administration will develop a standard format which will allow Principals to identify a program need in an individual school.

12.0 TRAINING AND RETRAINING

A fund of **\$12,000** will be established for Training and/or Retraining. Fund allocation shall be done by a committee composed of the Co-ordinator of **Staff** Services, the Superintendent of Instruction, the President and another executive officer of Hastings Division **O.S.S.T.F.** Primary consideration will be given to teachers who:

- have a new teaching assignment as a result of the T & S procedure, and/or
- have a change in teaching assignment as a result of the T & S procedure, and/or
- are faced with additional requirements in a new position as requested by the principal.

Any remaining funds are to be divided among the eight (8) secondary schools with the individual school amount being added to the Federation **P.D.** Funds in that school and to be administered by the **P.D.** Rep and the Principal of that school.

13.0 ONTARIO HEALTH INSURANCE PLAN

13.1 Effective 1990 January 01, the Board will pay 100% of the cost of O.H.I.P. (ward coverage) as per The Employer ~~Health~~ Tax Act 1989.

14.0 GROUP LIFE INSURANCE PLAN

14.1 This plan provides basic coverage of \$25,000 or \$100,000. 70/c
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14.2 The Board agrees to contribute one hundred percent (100%) of the assessed premium for the coverage of \$25,000 or \$100,000 under the plan.

14.3 The Group Life Insurance Plan shall be available to all regularly appointed employees (excluding occasionally employed personnel) on a voluntary enrolment basis, for current employees, in accordance with the eligibility requirements of the plan. There shall be compulsory participation for all future teachers in the Group Life Insurance Plan as of September 1, 1985.

14.4 Enrolment in the group life insurance plan must take place within thirty-one (31) days of an eligible employee's commencing duty; otherwise the group life insurance carrier may require an applicant to undergo a medical examination, at the applicant's expense, to prove insurability. In no circumstances will the Board bear the cost of such medical examinations.

14.5 Effective January 1, 1988 the Board agrees to pay the cost of the premium for \$50,000.00 Accidental Death Coverage.

76/c Effective September 1, 1988 the Board agrees to pay the cost of \$100,000.00 Accidental Death coverage.

15.0 EXTENDED HEALTH CARE INSURANCE PLAN

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70-F 15.1 The Board agrees to pay one-hundred percent (100%) of the assessed premium cost of an Extended Health Care Plan which includes Private and Semi-Private coverage.

15.2 Effective January 1, 1988 the Board agrees to pay 50% of the cost of the premium for Vision Care.

70-G 075 Effective September 1, 1988 the Board agrees to pay 75% of the cost of the premium for the Vision Care rider.

15.3 The Extended Health Care Insurance Plan shall be available to all regularly appointed employees (excluding occasionally employed personnel) on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.

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16.0 DENTAL PLAN

- 16.1 The Board agrees to pay 100% of the premium cost of a dental plan at the current minus one **year Ontario** Dental Association schedule of fees with rate changes effective September, coverage effective September 1.
- 16.2 The Dental Plan shall be available to all regularly appointed **employees** (excluding occasionally **employed** personnel) on a voluntary enrolment basis, in accordance with the eligibility requirements of the **Plan**.
- 16.3 Effective **1990 February 01** the Board agrees to pay **40%** of the premium cost of Dental Rider **#4**, Restorative Services.
- 16.4 Effective **1990 September 01** the Board agrees to pay **25%** of the premium cost of Dental Rider **#3**, Orthodontic Services.

17.0 LONG TERM DISABILITY INSURANCE PLAN

- 17.1 The teachers agree to pay 100% of the premium cost of a Long Term Disability Insurance Plan.
- 17.2 The Long Term Disability Insurance Plan shall be available to all regularly appointed employees (excluding occasionally employed personnel) on a voluntary enrolment basis for current employees, in accordance with the eligibility **requirements** of the plan. There shall be **compulsory** participation for all future teachers in the Long Term Disability Plan after **September 1, 1985**.

NOTE: The Board will supply copies of master policies to the executive of Hastings Division **O.S.S.T.F.** as they become available from the insurance companies.

18.0 EARLY RETIREMENT INCENTIVE PLAN

18.1. Prerequisites

- 18.1.1 An individual must be at least **55** years of age and be eligible for a service pension **or** a disability pension as defined by the Teachers' Superannuation Act and Regulation, 1983.
- 18.1.2 An individual must be receiving the maximum salary of **his/her** category.
- 18.1.3 An individual must have **10** years service with The Hastings County **Board** of Education credited under the Teachers' Superannuation Act and Regulation, 1983.

18.2 Operation of the Plan

- 18.2.1 The teacher shall forward to the Director of Education:
- an application to participate in the plan
 - proof of age
 - proof of service achieved under the Teachers' Superannuation Act and Regulation, 1983
 - a resignation which clearly states the effective date of separation.
- 18.2.2 The application must be received by the Director by the 1st of December for effective separation at June 30, OR by the 1st of March for effective separation at December 31.
- 18.2.3 Approval of individual requests to participate in the plan shall rest solely with the Board. The Board agrees to articulate criteria for evaluating applications for E.R.I.P. and in the event of refusal, the Board agrees to communicate the reasons to the applicant.
- 18.2.4 The Board shall pay to the teacher the sum of \$5,000 (which includes vacation pay) per year, to a maximum of four years or to June 30th of the school year in which the teacher reaches age 65, whichever comes first, if his/her application for E.R.I.P. is approved.
- 18.2.5 Payments shall be made when requested after January 1st of the year next following the year of separation and on each succeeding January 1st until the full amount is paid. For partial years, the final payment will be adjusted accordingly.
- 18.2.6 If the member dies or becomes incapacitated before receiving all payments under E.R.I.P., remaining payments will be paid to the person or to the person's estate in accordance with 18.2.4 and 18.2.5.
- 18.2.7 Any member who teaches under a Teacher's Contract after accepting payment under E.R.I.P. will forfeit any unpaid balance otherwise payable under E.R.I.P.
- 18.2.8 Once the resignation is effective, the applicant is no longer an employee of the Board and not eligible for any employee benefits.
- 18.2.9 An individual shall agree to work for the Board in an assignment mutually agreed upon with the appropriate Superintendent for the equivalent of 20 working days during each year of participation in the Early Retirement Incentive Plan.
- 18.2.10 The assignment undertaken by the participant in the plan may augment or supplement the duties of Teachers but shall not result in the reduction of teachers or teacher strength.

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19.0 PART-TIME TEACHERS

Part-time teachers, shall have their salaries pro-rated in the proportion of their part-time service to full-time service according to the properly scheduled salary receivable were they employed on a full-time basis.

20.0 STAFFING

- 20.1 The policies and procedures used to determine staff as outlined in the Document of Intent will remain unchanged while this Collective Agreement remains in force unless changes are approved by the Board and the Teachers.
- 20.2 The Board will use its best efforts to offer to surplus teachers teaching positions in summer school and night school credit courses, it being understood that the terms and conditions of employment with respect to such positions are not within the ambit of this Collective Agreement.

21.0 SECONDARY PANEL GRID

Effective 1989 September 01 - 5.60% Increase

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Years of Exp.	Category 1 Level 4	Category 2 Level 5	Category 3 Level 6	Category 4 Level 7
0	27,360	28,474	30,152	32,385
1	28,725	29,499	31,175	33,578
2	<u>30,384</u>	30,618	32,633	35,222
3	31,718	32,246	34,123	36,898
4	33,022	33,578	35,611	38,745
5	34,664	35,052	36,928	40,605
6	36,000	36,370	38,234	42,128
7	37,132	38,186	39,877	43,784
8	38,589	39,362	41,724	45,632
9	40,078	40,653	43,415	47,323
10	41,737	42,468	45,430	49,169
11	44,111	44,159	47,138	50,857
12		46,157	49,323	53,215
13			51,925	56,020

Effective 1990 February 01 - .80% Increase

Years of Exp.	Category 1 Level 4	Category 2 Level 5	Category 3 Level 6	Category 4 Level 7
0	27,579	28,702	30,393	32,644
1	28,955	29,735	31,424	33,847
2	30,627	30,863	32,894	35,504
3	31,972	32,504	34,396	37,193
4	33,286	33,847	35,896	39,055
5	34,941	35,332	37,223	40,930
6	36,288	36,661	38,540	42,465
7	37,429	38,491	40,196	44,134
8	38,898	39,677	42,058	45,997
9	40,399	40,978	43,762	47,702
10	42,071	42,808	45,793	49,562
11	44,464	44,512	47,515	51,264
12		46,526	49,718	53,641
13			52,340	56,468

Effective 1990 September 01 - 5.75% Increase

Years of Exp.	Category 1 Level 4	Category 2 Level 5	Category 3 Level 6	Category 4 Level 7
0	29,165	30,352	33,231	35,793
1	30,620	31,445	34,785	37,545
2	32,388 ✓	32,638	36,374	39,332
3	33,810	34,373	37,960	41,301
4	35,200	35,793	39,363	43,283
5	36,950	37,364	40,756	44,907
6	38,375	38,769	42,507	46,672
7	39,581	40,704	44,476	48,642
8	41,135	41,958	46,278	50,445
9	42,722	43,334	48,426	52,412
10	44,490	45,269	50,247	54,212
11	47,021	47,071	52,577	56,725
12		49,201	55,350	59,715

Effective 1991 June 01

An increase is to be applied to and rolled into the grid over and above the **5.75%** in September 1990 based on the **CPI May 1990 to May 1991** capped at .8%. Adjustment to be included with the last pay in June retroactive to **1990 September 01**.

21.1 INCREMENTS

- (a) Increments shall **be** as contained in the Salary Schedule to, but not exceeding, the maximum **of** each level and subject to sub-section (b) and (c) below, the incremental date being September 1st in each year.
- (b) Where, on the basis **of** reports from the principal, or principal and superintendent, the teacher is deemed to have given service that is less than satisfactory, the annual increment may be withheld **for** that year. **However**, the teacher shall be notified **of** the Board's intention to withhold the increment prior to April 30th and shall be given **a** written statement **of** the reasons why the service is not satisfactory.

In no such case shall the increment **of** a teacher be withheld **for** more than two successive years. If the **teacher's** increment has been withheld in the fore-going manner and if the teacher's service as assessed above is still deemed to be unsatisfactory, the Board shall notify the **teacher of** termination **of** contract in accordance with the terms **of** the contract.

The teacher whose increment has been withheld as stated above shall be placed on the salary schedule in that position **he/she** would have reached had the increment not been withheld should **his/her service be** deemed satisfactory in the subsequent year. Should any teacher's increment be withheld, the Board agrees to notify the appropriate affiliate **of** the Ontario Teacher's Federation.

- (c) Persons employed on **a** Letter **of** Permission **for** the first time as **Prom** September 1, 1971, or re-employed on a Letter **of** Permission **as from** that date but after a break in previous service, shall not receive increments **of** any kind whatsoever.

21.2 SALARY LEVEL PLACEMENT

- (a) Effective January 1st, 1970, and without exception, each new teacher appointed to the staff, whether experienced or inexperienced, shall be placed in the salary level appropriate to his **O.S.S.T.F.** Certification Rating Statement Category,
- (b) It shall be the responsibility **of** a teacher to provide the **Board** with documentary proof in the form **of** an **O.S.S.T.F.** Certification Rating Statement as to **his/her** appropriate category rating.
- (c) **Where** no **O.S.S.T.F.** Certification Rating Statement **is** available, that secondary school teacher shall **be** placed in Level 4 (appropriate to Category 1) **of** the salary schedule unless the person **is** employed under the authority **of** a Letter **of** Permission.
- (d) A person employed **for** the first time after September 1, 1971, under the authority **of** a Letter **of** Permission, or re-employed **from** that date after a break in service with the Board under such an authority,

shall, in the case of appointment in a secondary school) be placed in the salary level described as Secondary Pre-Category equal to minimum of Category 1.

- (e) A secondary school teacher employed on a Letter of Standing issued by the Ontario Ministry of Education shall be paid, during the period of validity of the Letter of Standing or until such time as he receives an O.S.S.T.F. Certification Rating Statement endorsed with a specific category, according to his Letter of Evaluation issued by the O.S.S.T.F.

21.3 SALARY LEVEL ADJUSTMENT

- (a) Any salary adjustment requiring a change in salary level due to changed or improved qualifications will be made effective as follows:
- i) from September 1st if the qualification was completed by August 31st of the same year immediately preceding that date;
 - ii) from September 1st of the next ensuing year if qualification was completed after August 31st.
- (b) Teachers applying to the certification board of the O.S.S.T.F. for revised category rating statements are required at the same time to send to the Board's Administration clear copies of their application forms and supporting documents (including details and dates of the last course taken relevant to their application).
- (c) Where copies of the forms and supporting documents are not received by the Board's Administration by December 13th following qualification date, salary adjustments will become effective on September 1st of the following year.
- (d) For secondary school teachers the O.S.S.T.F. Certification Rating Statement endorsed with a category rating is the only document accepted by the Board for the purpose of making salary level adjustments.

21.4 DETERMINATION OF SALARIES

- (a) Establish the correct Level on the Salary Schedule according to O.S.S.T.F. Certification Rating Statement category or as otherwise provided for in this agreement.
- (b) In the Level decided according to sub-section (a) above, establish the correct number of full years of approved and certified teaching experience, such placement not to exceed the number of years of experience provided for in the Level concerned.

- (c) Add to the salary arrived at in subsection (a) and (b) above any related experience allowance to which the teacher may be entitled under this agreement, provided that the combined teaching and related experience allowances do not exceed the maximum salary provided for in the Level concerned.
- (d) Add to the salary arrived at in sub-sections (a), (b) and (c) above any **responsibility or** additional degree allowances provided for in this agreement.
- (e) No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.

22.0 SECONDARY SCHOOL PRINCIPALS' SALARY SCHEDULE

22.1 PRINCIPALS

	<u>Minimum,</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Maximum</u>
1989 Sept. 01	\$70,816	71,884	72,951	75,084
1990 Feb. 01	\$71,383	72,459	73,534	75,685
1990 Sept. 01	\$75,488	76,625	77,762	80,037

Effective 1991 June 01 - CPI May 1990 to May 1991 above the 5.75% in September 1990 - capped at 8%. Adjustment to be included with last pay in June retroactive to 1990 September 01.

NOTE: Years of experience means years of experience as a Principal. Where such experience includes a fraction of one-half or more of a school year a full increment shall be paid therefor.

23.0 SECONDARY SCHOOL VICE-PRINCIPALS SALARY SCHEDULE

23.1 VICE-PRINCIPALS

	<u>Minimum</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Maximum</u>
1989 Sept. 01	\$63,867	64,630	65,394	66,154
1990 Feb. 01	\$64,378	65,147	65,917	66,683
1990 Sept. 01	\$68,608	69,422	70,236	71,046

Effective 1991 June 01 - CPI May 1990 to May 1991 above the 5.75% in September 1990 - capped at 8%. Adjustment to be included with last pay in June retroactive to 1990 September 01.

NOTE: Years of experience means years of experience as a Vice-Principal. Where such experience includes a fraction of one-half or more of a school year, a full increment shall be paid therefor.

24.0 RESPONSIBILITY ALLOWANCES

24.1 Any teacher appointed to a position of responsibility referred to in this agreement shall be paid the appropriate responsibility allowance therefor.

24.2 The Board may create or designate new positions of responsibility. Where a new position of responsibility is to be filled by a teacher who comes within the scope of this agreement, the salary schedule or allowance for the position will be negotiated.

24.3 Responsibility Allowances are:

Department Head (2 UAS)	\$3,050.00
Acting Department Head	3,050.00
Assistant Department Head (1 UAS)	1,525.00
Co-ordinator of Student Activities	1,525.00

The responsibility allowance is paid in accordance with 21.4(d).

Principals may use units of administrative strength (U.A.S.) or fractions of a unit to establish positions of responsibility not otherwise provided for in this section (24.3) and determine the periods for which such appointments or positions are valid.

1 Unit of Administrative Strength (U.A.S.) is \$1,525.00.

24.4 Any position of responsibility for which a responsibility allowance is paid is subject to annual review by the Board at its discretion.

25.0 COST OF LIVING ALLOWANCE

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Calculation:

$$\left[\frac{(\text{C.P.I. 1990 May 31} - \text{C.P.I. 1989 May 31})}{(\text{C.P.I. 1989 MAY 31})} - .09 \right] \times \text{Annual Salary}$$

For the 1990/91 year dates are deemed to be changed accordingly.

25.2 Payment is to be made on the last pay in June and not folded into the Grid.

25.3 This clause shall not become operative until the parties agree to re-activate its provisions.

26.0 CERTIFICATION

26.1 Throughout this agreement reference to **O.S.S.T.F. Certification Rating Statements or O.S.S.T.F. Certification Rating Categories** are related only to the current **O.S.S.T.F. Certification Rating Plan**.

27.0 RELATED TRADE OR PROFESSIONAL EXPERIENCE ALLOWANCE

27.1 At the discretion of the Director of Education allowance for related trade **or** professional experience may be given as follows:

A maximum of six (6) years may be given **for** full years of employment subsequent to university graduation, **or** for experience in excess of three (3) years prior to university graduation, in a vocation **or** profession related to the university degree obtained and to the teaching responsibilities to be assumed.

27.2 For a commercial teacher holding a university degree allowance will be made **for** related experience before and after graduation without the three-year deduction, subject to a maximum of six (6) years.

27.3 For Vocational Commercial Teachers **eligible for** the two-summer (C.2) Vocational Commercial Course, an allowance will be made to a maximum of six (6) years **for** approved work experience in excess of three (3) years.

27.4 **For** Vocational Shop Teachers, Vocational Commercial Teachers who are required to take the **three-summer (C.3)** Vocational Course, and Occupational (Practical) Teachers, an allowance shall be made to a maximum of six (6) years for approved work experience in excess of the minimum requirement **for** admission to the relevant teacher training course **at** an Ontario College of Education.

27.5 A year of related **or** professional experience consists of twelve (12) months of such experience. Only **full** years of related experience may be considered for allowance purposes.

27.6 Allowance **for** approved trade **or** professional experience shall be at the rate of **\$397.** per year and in no case shall the maximum allowance exceed **\$2,382.**

27.7 In no case may the combined experience allowance **for** related trade or business or professional experience exceed six (6) years.

27.8 In no circumstances may allowances given **for** related **or** professional experience result in the appropriate salary **for** a teacher exceeding the salary level maximum in the salary schedule.

27.9 No allowance **for** related trade **or** professional experience shall be granted to a person engaged under authority of a Letter of Permission for the **first** time as **from** September 1, 1971, **or** to a person being re-engaged as from that date under a similar authority after a break in service with the board.

27.10 Notwithstanding anything in this agreement, any teacher who was employed with this Board or its predecessors prior to this agreement shall not receive a lesser amount for allowances (other than teaching) than are currently being paid.

28.0 GRADUATE & POST-GRADUATE DEGREE ALLOWANCES

- 28.1 i) A post-graduate degree is an earned degree at the Doctoral level.
- ii) A graduate degree is an earned degree at the Master's level.
- iii) An additional degree is an earned degree not at the Doctoral or Master's level but is a degree (usually a Bachelor's Degree) conferred after the first undergraduate degree.
- 28.2 All degrees for which additional allowances are made are to be degrees from a Canadian University. Where degrees have been conferred by other than Canadian Universities, the holder is responsible for providing equivalence to a Canadian Degree at the same level.
- 28.3 Where a second degree or part of that degree is used for the purpose of obtaining a higher O.S.S.T.F. Certification Rating Statement category, the degree shall not qualify for any additional allowance.
- 28.4 No allowance will be made for Bachelor of Education or Bachelor of Divinity Degrees.
- 28.5 i) for a Master's Degree (or B. Paed.) the allowance shall be \$630. Effective September 1, 1988 allowance for a Master's Degree shall be \$650.00
- ii) For a Doctoral Degree, the allowance shall be \$1,260. (only one of (i) or (ii) may be claimed).
- iii) For certain second degrees (such as B.L. Sc., B.Ph.M.) where the degree is specifically related to the teaching assignment, an allowance of \$350. will be made.
- iv) Only one additional degree allowance is payable to an eligible teacher.
- 28.6 i) Allowance for a Master's Degree or better will be paid to all instructional staff up to and including Principals, and shall be permitted to pierce salary maxima.
- ii) Allowances for other additional degrees may be paid to all instructional staff excepting Principals and Vice-Principals.

28.7 Salary adjustment occasioned by the acquisition of a second, graduate or post-graduate degree will be made in the same manner as a change in salary level (see Page 23, 21.3 a), the document required being official notification from the Registrar of the University concerned.

29.0 GRID SALARY LEVEL PLACEMENT

- 29.1 All teachers employed by the Board during the school year 1970-71 and continuing that employment as from September 1, 1971, other than Principals and Vice-Principals shall be entitled to a salary allowance for all previous approved and certified teaching experience up to and including but not exceeding the maximum salary. In the salary level appropriate to their qualifications as provided for in Salary Level Placement (21.2) the allowance being related to the incremental structure of the Salary Schedule.
- 29.2 The amount of teaching experience to be allowed for new appointees to the teaching staff shall be as in sub-section (29.1) above.
- 29.3 Approved and certified teaching experience is defined as full-time teaching in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school.
- 29.4 Teaching experience in a College of Applied Arts and Technology or similar institution maintained by public support and under the Minister of Education of Ontario, or in a Teachers' College or College of Education under the Minister of Education of Ontario, in a University, or with the Ontario Manpower Retraining Program will be admitted in a regular certified program be admitted as approved and certified teaching experience for salary allowance purposes provided that the Teacher was in possession of an Ontario Teaching Certificate for the period(s) involved.
- 29.5 Approved and certified teaching experience does not include occasional or night school teaching or periods of supply teaching, except where occasional or temporary teaching duties were under the terms of a temporary contract with a Board, or where the supply teacher taught with this Board, replacing one absent Teacher, for an unbroken period of not less than five (5) months.
- 29.6 Fractions of increments for approved and certified teaching experience are not paid but where such teaching experience accrued under a regular Teacher's contract (probationary or permanent) or under a temporary or short-term teacher's contract or agreement includes a fraction of one-half of a school year (five school months) or more, a full increment shall be paid therefor.

Examples:

A Teacher has accrued the following teaching service as provided for above:

1) 6 mo. + 4 mo. + 20 mo. + 7 mo. = 37 mo. = 3.7 yr.

ii) 20 mo. + 3 mo. + 10 mo. + 1 mo. = 34 mo. = 3.4 yr.

The teacher would be entitled to an experience allowance on the salary schedule for 4.0 yr. in example (i) but for only 3.0 yr. in example (ii).

- 29.7 Approved and certified teaching experience for the purpose of establishing entitlement to allowance under this Section is that total accrued as at August 31st immediately preceding the September 1st date from which salary adjustments become effective,

30.0 PAYROLL PROCEDURES

- 30.1 Salaries of full-time teachers and part-time teachers on a pro-rated salary basis will be paid all salaries owing or accruing due, during time worked as follows:

Ten instalments of 8% each and one instalment of 20% with 8% instalments being paid on the first teaching day in September and last teaching day in September, and 8% instalments being paid the last teaching day of each month from October to May inclusive, and a 20% instalment being paid on the last teaching day in June.

- 30.1.1 Effective September 1, 1988 one instalment of 8% paid on the first teaching day in September and nineteen (19) instalments of 4% each paid on or before the fifteenth (15th) of each calendar month and on the last teaching day of each month starting September 15th to June 15th inclusive, as well as 16% on the last teaching Friday in June.

Item not to return to the table prior to 1992.

- 30.2 Salaries of full-time or part-time Teachers on a pro-rated salary basis whose service commences during a school year shall be paid at a daily rate of $1/x$ (where x = sum of contractual, instructional and non-instructional days) of the total annual salary due for the agreed period of service.

31.0 DEDUCTION FOR FEDERATION OFFICER(S)

- 31.1 A deduction of .12% of salary will be made from each teacher's salary paid during October when requested in writing by the Hastings Division of O.S.S.T.F. These funds will be used to help offset the personnel costs incurred in carrying out the duties of office of Executives of O.S.S.T.F., District 19, Hastings Division.

- 31.2 Provided the Board qualifies for and receives the U.I.C. rebate, the salary of one (1) full-time Federation Officer to a maximum of Cat. 4 Max. shall be paid as follows:

- (a) the Teachers' share (5/12) of the U.I.C. rebate that the Board qualifies for; and
(b) the remainder to be paid by the Board.

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Federation Leave will be granted in the amount of .67 full-time teaching positions for up to two persons, O.S.S.T.F. to pay salaries, benefits and allowances. Teacher appointment to be determined by O.S.S.T.F. Hastings Division with the approval of the principal(s) concerned. The Board to be notified no later than April 30th prior to the leave.

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32.0 TEACHER/BOARD RELATIONS COMMITTEE

- 32.1 This Committee will be composed of the President and Chief Negotiator of Hastings Division, District 19, O.S.S.T.F., two Board representatives and such Resource Personnel as members of the Committee may deem advisable.
- 32.2 The purpose of this committee is to provide a channel of communication between the Board and Teachers.
- 32.3 The Teacher Board Relations Committee should be informed of the establishment of Ad Hoc Committees, Task Force Committees and/or other committees made up of O.S.S.T.F. members and Trustees and/or Administrative personnel whose deliberations deal with conditions of work and should receive copies of their minutes and reports.

33.0 PRE-NEGOTIATIONS DATA COMMITTEE

- 33.1 The purpose of this Committee would be to co-operate with the Board and O.S.S.T.F. in gathering common data regarding school and systems operations and programs. This procedure would provide both parties with the information required for decision-making during negotiations. It shall serve the needs of one or both of the parties by generating or collecting data at the request of one or both parties.

34.0 JUST CAUSE

- 34.1 No permanently contracted Teacher shall be discharged, demoted or disciplined, without being given just and sufficient cause. In all such cases, a Teacher will choose one of Rights Arbitration or Board of Reference. No Teacher who has been granted a Board of Reference for dismissal will have access to Rights Arbitration.

The Board retains the right of past practice to remove Teachers from positions of added responsibility as may be required by the administrative and educational needs of the system.

35.0 GRIEVANCE PROCEDURE

- a) A grievance shall be written and contain:
- i) A description of how the alleged dispute is in violation of the agreement.
 - ii) A statement of the facts to support the grievance.
 - iii) The relief sought.
 - iv) The signatures of the duly authorized officials of the party making the grievance and the signature of the grievor.
- b) A "Party" is:
- i) Hastings Division of O.S.S.T.F.
 - ii) The Board.
- c) "Days" shall mean instructional days unless otherwise indicated.

PROCEDURE

Step I

Either party presents the grievance to the Principal who shall answer the grievance in writing within five (5) days of receipt of the grievance.

Step II

If the grievance is not resolved the party presents the grievance to the appropriate Superintendent within five (5) days of receipt of the Principal's answer. The Superintendent shall answer the grievance in writing within ten (10) days of receipt of the grievance.

Step III

If the Associated School Group Superintendent(s) and O.S.S.T.F. cannot settle the matter satisfactorily within ten (10) days, the matter may then be presented to the Personnel Committee for consideration and settlement. (Recommendation to the Board)

Step IV

If the grievance remains unresolved on the thirtieth (30th) day from the initiation of Step I (the receipt of the grievance by the Principal) the grievance will proceed according to the terms of Bill 100.

NOTES

- i) Timelines may be extended by mutual agreement (in writing) of the two parties.
- ii) An individual Teacher wishing to start a grievance must have the support and endorsement of the Branch Affiliate.

36.0 IN-SCHOOL MEDICAL PROCEDURES

- 36.1 No Teacher will be required to carry out on a regular basis any medical/physical procedures.
- 36.2 The Board recognizes the right of any Teacher to refuse to be designated to administer medication or perform any medical/physical procedures. In the event of a medical emergency, a Teacher may perform such procedures as are necessary to the safety and well-being of a student.

36.3 The Board shall, through existing **or** supplementary insurance coverage to the limit of Board liability insure Teachers against claims arising from regular **or emergency medical/physical** procedures. The Board shall supply copies of master policies to the Executive of Hastings Division, **OSSTF**, as they become available from the insurance companies.

37.0 SCHOOL CLOSURE

37.1 In the event that a mutually acceptable **policy cannot** be negotiated, any school closure shall occur only after one **(1)** full school year has elapsed following the Board's vote.

38.0 SEPARATE SCHOOL FUNDING EXTENSION

38.1 No agreement, arrangement **or** understanding will be made by the **Board** with any Roman Catholic Separate School Board for the transfer of secondary Teachers without consultation with the individual Teacher concerned and the **Branch** Affiliate,

38.2 The Board and Teachers shall consult on the number of Teachers whose positions are projected to become redundant because of the extension of funding to separate secondary schools. All relevant data in possession of the Board shall be made available to the Branch Affiliate to **facilitate** the process of consultation.

38.3 If as result of the extension of Separate School Funding, fewer persons than are required to **avoid a** surplus situation in The Hastings County Board of Education indicate a willingness to transfer voluntarily by applying for positions advertised by the Hastings-Prince Edward County Roman Catholic Separate School Board, the **Board** will identify Teachers for 'designation' to the Separate Board from those teachers declared '**surplus**' to the system through the T & S process. The identified Teachers will be offered positions in the order of their seniority on the surplus list. Refusal to accept an offer on the basis of '**conscientious objection**' will **not** cause the Teacher to lose **his/her** rights as outlined in the T & S process.

39.0 CONTINUING EDUCATION TEACHERS' AGREEMENT

A Continuing Education Teacher shall mean a Teacher employed by The **Board** to teach in the secondary school program under a Continuing Education Teacher Contract (Form 3) as prescribed by The Education Act and its regulations as amended.

The **Board** recognizes that **O.S.S.T.F.** has the authority to bargain **or** all Continuing Education Teachers employed by the Board. Any agreement made between the parties concerning Continuing Education Teachers shall form a part of the Collective Agreement with its own terms and conditions **and**, except as may be specifically agreed by the parties, no other terms and conditions in the Collective Agreement shall apply to Continuing Education Teachers.

The Board and Teachers agree to meet and determine the conditions of employment for Continuing Education Teachers prior to **1990 May 31 or** such later date as may be **agreed** to by the **parties**.

40.0 DOCUMENT OF INTENT

This document includes policies regarding the following areas of mutual concern between the Board and District 19, Hastings Division, O.S.S.T.F.:

- a) Transfer and Surplus Policy.
- b) Staffing Formula.
- c) Part-time Teachers.

The Hastings County Board of Education shall implement the policies implicit within the attached document, and there shall be no changes in policies or procedures without prior agreement with District 19, Hastings Division, O.S.S.T.F.

A policy in respect to the identification of Teachers available for transfer from their secondary schools, their relocation and the identification of Teachers surplus to the system was developed in November, 1971. Since then, procedures have been periodically appended and practices developed in respect to the application of these procedures. In 1986, the document was revised and the practices and appended procedures were incorporated into a clearer and more concise Document.

Part I

GLOSSARY OF TERMS

A.S.G. The Associate School Group is a group of schools formed by a Secondary School and its feeder Elementary Schools plus special schools in the **A.S.G.** area.

Available for Transfer. A teacher **is** declared available **for** transfer from **his/her** school after the application of the staffing formula and a consideration of **program** needs indicate that a position **is** no longer available **for** that teacher.

Board. This refers to The Hastings County Board of Education.

Federation Representation. District **19**, Hastings Division, **O.S.S.T.F.** selects three Transfer and Surplus Monitors to monitor the whole process.

Occasional Teachers. A Teacher employed to teach as a substitute **for** a permanent, **probationary** or temporary teacher who has died during the school year **or** who **is** absent from his regular duties **for** a temporary period that **is** less than a school year and that does not extend beyond the end of a school year.

A Teacher who signs an Occasional Agreement receives the same benefits as a contract teacher but no seniority accrues **for** Transfer and Surplus purposes.

Panel. The collective body of elementary **or** secondary Teachers **is** referred to as a panel.

Part Time Teacher. A teacher on permanent **or** probationary contract employed by the Board **on** a regular **basis** **for** other than full-time duty.

Placement and Offer. These refer to **commitments** by the Board to provide positions **for** teachers affected by Transfer and Surplus.

An offer occurs when there is (1) an alteration of entitled percentage of teaching time, **or** (2) a relocation to a school which **is** more than **65 km.** from the Teacher's current school. Rejection of an offer does not jeopardize the Teacher's position on the Teachers Available **for** Transfer **list**, the Surplus list, the Recall list and the **Seniority/Qualifications** School and County lists.

A placement occurs when (1) the Teacher is qualified, **or** will become qualified to teach the position, and (2) there is no alteration of percentage of teaching time, and (3) the **relocation** to a school is less than **65 km.** from the Teacher's current school. Rejection of a **placement** ends the **Board's** commitment to the Teacher and **he/she** loses **his/her** position on the Teachers Available **for** Transfer list, the Surplus list, the Recall list and the **Seniority/Qualifications** School and County **lists.** If the Teacher should be rehired, "continuous **experience**" is deemed to be broken.

Qualified. A Teacher shall be deemed qualified **if** given **permission** to teach a subject **or** course by the Ministry of Education **for** Ontario.

School Federation Representation. In each secondary school, the Branch President represents District **19**, Hastings Division, **O.S.S.T.F.**

School Year is the Year as defined by the Ministry of Education.

A **Special Education Class** is defined as a class in which **more than 50%** of the students in the class have been identified as exceptional by the **I.P.R.C.** process, commencing September **1, 1985.**

Staffing Formula is the method used to establish the number of Teachers on the staffs of the secondary **schools** in Hastings County.

Surplus to the System, A teacher is declared surplus to the system within each panel when **it** becomes known that there are more Teachers on staff **in** the Hastings County public schools than there are **positions** available after the application of the appropriate staffing formula and the Transfer and Surplus process.

Teacher. This refers to an active **O.S.S.T.F. member** who **is** employed by the Board under a permanent **or** probationary contract.

Unit of Administrative Strength. This is defined in the Collective Agreement.

PART II

The Guidelines To **Be** Used in the Transfer and Surplus Process:

- Humaneness **is** important in the Transfer and Surplus process. At all times every effort will be made to **accomodate** geographical, academic and personal concerns.
- An acceptance by a teacher of a placement **or** offer **is** a mutually binding agreement between the teacher and the Board.
- Principals will accept the placement decisions resulting from the process.
- A Teacher who has accepted the placement **or** offer is considered to have made a commitment to **his/her** new Principal.
- Subject to Ministry qualifications, Teachers remaining surplus to the system at the end of the placement process are the **Teachers** with the least teaching experience.

PART III

Identifying Teachers Available **for** Transfer in the Schools

- Clause 1 In each secondary and special school in the **Board's** jurisdiction, the Principal is responsible **for** compiling and updating a **Seniority/Qualifications** List and **for** determining the staff requirements. The **staffing formula**

and the program needs determine the **number** of staff. The staffing needs are determined by the **Principal** in consultation with the **A.S.G.** and Curriculum Superintendents and forwarded to Staff Services **as** early as possible between **January 31** and **May 1**.

Clause 2 The following guidelines are used in the school by the Principal in consultation with the School Federation **Representatives** in identifying Teachers "available for transfer":

(a) Principals, Vice-Principals and Department Heads (who will be receiving **two** units of administrative strength effective the following September 1st) are removed from consideration before applying the criteria for identifying Teachers Available for Transfer. **If** a Department Head, Vice-Principal, or Principal takes a leave of absence from **his/her** position of responsibility, the replacement **is** removed from consideration instead of the incumbent.

(b) A Teacher who is no longer required in **his/her** **department** and who has more teaching experience than a teacher in another department in which **he/she is** qualified according to Ministry regulations **is** given priority over the **junior teacher**. The Principal is required to carry this process to its logical conclusion before identifying teachers available for transfer.

(c) The Principal applies the following criteria in descending order of **priority**:

- Continuous teaching experience in Hastings County public schools. (1. For Teachers whose contracts began prior to September 1, 1977, "continuous teaching experience" is deemed to include the total teaching experience in Hastings County public schools. 2. After May 1, 1985, Teachers new to secondary panel will accrue seniority only from the date of entry into the panel. 3. Approved leaves do not interrupt "continuous teaching experience.")
- Total teaching experience in Hastings County public schools. Permanent contracts have priority over **probationary** contracts.)
- Category rating (from highest to **lowest**) as of March 1, completed and documented.
- Outside-County teaching experience recognized for payroll purposes.
- Related Experience recognized for payroll purposes.
- Extra degrees **paid** (see the collective agreement).
- Subject qualifications as indicated on Ontario Teacher's Qualification Record Card.
- In the event that a Principal has not reached a decision in light of the above, the decision **is** referred to the Director of Education.

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- (d) In instances where special Ministry requirements are needed to teach a program, a more junior teacher may be retained if no Teacher who is more senior is qualified to teach the course or will qualify before his/her teaching duties in the program begin. The next more senior teacher may then be placed on the Available for Transfer list.
- (e) One full year of seniority accrues to part-time teachers, full-time teachers who are granted a part-time leave of absence and to part-time teachers who are granted a full-time leave of absence.
- (f) A teacher on permanent contract returning from up to two years' leave of absence returns to the school in which he/she was employed prior to the granting of the leave. A teacher on permanent contract returning from more than two years' leave of absence returns to a systems transfer and surplus list for the purposes of this process. If a teacher has been granted a leave after he/she has been located in another school by the Transfer and Surplus process, the teacher returns to the school in which he/she has been located.
- (g) Teachers returning to the Secondary panel following an interpanel transfer are considered to have seniority in the secondary panel equal to the total experience gained in both panels.
- (h) 1) Teachers returning from support staff are treated in the same manner as teachers returning from leaves of absence for Transfer and Surplus purposes.
- ii) A Teacher wishing to extend a Federation Officer Leave beyond two (2) years without losing the right to return to his/her school of origin, and/or wishing to retain the right to a position of added responsibility in that school must submit a written request to the Mobility Committee within seven (7) days of election.
- If Federation Officer Leave is for less than a 100% teaching position, a Teacher requesting Federation Officer Leave to fulfill the duties of Hastings Division President shall be given top priority for relocation through Voluntary Mobility. Such a move would not void the Teacher's right to return to his/her school of origin and or his/her position of responsibility,
- iii) A department head returning from up to three (3) years service (as outlined in a letter of agreement) on the support team returns, as

department head, to the school in which **he/she** was **employed** prior to the granting of leave.

- iv) A department head, at the conclusion of three years of service on the support team, **may apply** to the Director of an extension of service **for** one year. Any desired, subsequent extension of one year requires a further application.
- v) A department head who has been granted an extension of a term of service on the support team by the Director **for** an additional year and who also wishes to have **his/her** right to a position as department head extended **for** the same period of time must apply in writing to a **Joint Committee** of Senior Administration and **O.S.S.T.F.**
- vi) The **Joint Committee** of Senior Administration and **O.S.S.T.F.** will consist of:
 - 1 Representative of Senior Administration
 - 1 Secondary School Principal (**from** school concerned)
 - 1 Representative of District **19 O.S.S.T.F.** Executive

The Committee will consult with the **T & S** Monitors, the Chair of **T & S**, and the Superintendent of Educational Services prior to making a **recommendation** to the Director concerning the extension of the right to the position of department head.

- vii) A department head who serves a one year extension of **service** on the support team, granted by the Director, and who has failed to secure the extension of the right to return to his **or** her original school of employment as a department head becomes a system responsibility and **may** expect upon leaving the support team to regain a department headship through the choice of one only of the following processes:

- 1. **Being** placed by the Director in an available, appropriate department head position.

In the event that a position is not available, he **or** she will be placed in a school as a teacher with an alternative leadership role in accord with system **T & S** procedures **and** continue to receive responsibility allowance until such time as an appropriate headship is available in which **he/she** can **be** placed.

Refusal of an appropriate placement by the department head relieves the Board of any

further responsibility to place the **person** in a department head position.

2. Application and competition in the System Process for Hiring of Department Heads for any appropriate headship which may be available. In the event that **he/she** is unsuccessful in obtaining a department head position by this process, **he/she** will be placed as a **teacher** by the system T & S process with no further obligation on the part of the Board to place the person in a department head position;

- (i) A reduction **or** an increase in teaching **assignment** may only be **effected** by mutual consent **between** the Board and the Teacher concerned.
- (j) A teacher may not voluntarily put **himself/herself** on the Teachers Available **for Transfer list**.
- (k) **If** a teacher's percentage of teaching **time is** altered during any Transfer and Surplus **procedure** subsequent to May, **1984**, the teacher will then be entitled to **his/her** highest percentage of teaching **time**.
- (l) Teachers must apply for a leave of absence to move to an advertised position in another panel **by May 31** and one extension may be made by applying **before** the subsequent **May 31**. After **no more than two** years in the other panel, teachers who return to **the** secondary panel will return to their positions on **the** seniority **list** of the school from which they took their leave.

Clause 3 Any teachers in the employ of the Board applying **for** all types of Leaves of Absence, Sabbaticals **or Maternity** leaves must include dates of departure and **return** as a precondition **for** acceptance.

Part-time leaves will be process as "reductions in teaching time" **for** administrative purposes, **but**, approved by the Board as "**part-time**" leaves of absence, thereby allowing them to be considered **for** appropriate superannuation adjustment.

Clause 4 The **Seniority/Qualifications** list is presented' by the Principal to each staff member **for** correction, updating and initialling. The Principal notifies Staff: Services of any changes in qualifications.

Clause 5 Internal advertisements are published when **staffing** needs are known. Any teacher in the County System **on** a probationary **or** permanent contract may apply and be selected for such positions. The Principal **internally** advertises only **for** the amount that staffing **needs** exceed

current staff numbers (except **for two-unit** Department Headships).

- Clause 6 The Principal **may** advertise internally and hire **for** any position which is an "officially Designated Alternative **Program**" in the staffing formula as **soon as the** staffing needs of the school are known. The applicant **is** not confirmed in the position until the Transfer and Surplus process is completed.
- Clause 7 **No** external hiring **for** positions with The Hastings County Board of Education **is** done until all Teachers Available **for** Transfer and Teachers Surplus to the System and teachers on the **Surplus** and Recall lists are placed **or** offered positions and until part-time teachers are offered additional time. Internal advertisements are made seven school days prior to any external advertisement.

In **subject** areas requiring additional ministry Certification, **if** no Teachers Available **for** Transfer **or** Surplus to the System and teachers on the Surplus and Recall **lists** will qualify for any available positions, the Board **may** **fill** such vacancies.

- Clause 8 County Mobility **is** encouraged. **It** occurs when teachers are exchanged. Moves **for** reasons of Mobility are possible anytime. Teachers **who may be** subject to the Transfer and Surplus process are not eligible **for** County Mobility until they have been located by the Transfer and Surplus process.

PART IV

Co-ordinating **the** Process at the County Level

- Clause 9 The Superintendent responsible **for** secondary transfer and **surplus** compiles the Principals' information and the information from the **system's** Transfer and Surplus list into a County **Seniority/Qualifications** list. **He/she** uses the same criteria **for** this list as the Principals used **for** compiling **Seniority/Qualifications** school lists. This process **is** completed as early as possible between **January 31** and **March 15**.
- Clause 10 The secondary **school** Principals meet with the **O.S.S.T.F.** Monitors to **begin pre-placement** discussions by **March 15**. All **information** is updated continually (including the lists of teachers available for transfer in each school) and exceptions to straight seniority are identified and reviewed with the Monitors.

Clause 11 If limited qualifications indicate that a senior teacher's percentage of time may be reduced, the Principal consults the other Principals to determine if unassigned sections (which can be timetabled) are available at any other school. If this is unsuccessful, the teacher may select one of the following options:

i) he/she may accept the reduced percentage,

ii) may accept his/her placement on the Teachers Available for Transfer list for the full percentage of time for which he/she is entitled.

Clause 12 In accordance with Regulation 277 of the "Education Act", the "Change of Municipalities" letter are delivered prior to May 1 to the teachers on the County Seniority/Qualifications list who may be affected by the Transfer and Surplus process.

In accordance with Regulation 277 of the "Education Act", the "Termination" letters are delivered on or before May 31 to the teachers on the County Seniority/Qualifications list who may be surplus.

The letters are distributed by the Principals in the presence of a Federation representative.

Clause 13 The staffing formula is applied in each school in such a way that every teacher has a complete timetable for the subsequent year according to his/her entitled percentage until the staffing allotment is exhausted. All available sections are assigned to present teachers or indicated as "openings".

Each Principal delivers the "position descriptions" of the teachers who are subject to Transfer and Surplus and the "openings" to the Principal Chair. "Position descriptions" are written in such a way that special Ministry qualification requirements are indicated.

The Principal Chair co-ordinates the wording in such a way that positions in different schools are worded consistently.

Part-time positions are designed in the timetable so that a part-time teacher is not expected to spend more than one period between scheduled classes.

Part-time positions within a school which may be combined are indicated.

Clause 14 The Principal Chair' provides guidelines and instructions for the teachers involved in the selection process.

The Principal Chair compiles the information into a separate Teacher Selection sheet which contains a description of all junior positions and the "openings" and the Ministry qualifications required for the positions. Teachers are instructed to indicate their preferences in order of priority.

The Principal Chair specifies in an adjoining column on the selection sheets the Ministry qualifications required for the "positions".

Clause 15 A teacher who is on the Available for Transfer list and who participates in the priority ranking of available teaching positions has the option of giving a priority of zero (0) to a position which is more than 65 km. from his/her current school. The teacher no longer has any claim to that position.

This teacher is not placed in that position and maintains his/her position on the Transfer and Surplus list. However, the Placement Committee may offer the position to the teacher and his/her refusal will not jeopardize his/her position on the Transfer and Surplus list.

If a teacher gives a priority higher than zero (0) or does not rank a position, he/she may be placed in that position.

Teachers may combine a number of part-time jobs to make up their entitled time provided that the jobs fit together into an acceptable timetable and do not exceed one hundred percent.

Clause 16 The completed selection sheets are collected and brought by the Principals to the Placement meetings.

Teachers who are involved in the process and the Principals are responsible for being available during the entire process.

Consideration proceeds in order from the most senior to the most junior teacher. Teachers may be placed in or offered their highest rated position which is still available.

Qualifications of Teachers are checked to ascertain that they are indeed qualified or could qualify to teach the program in which they are being placed or are being offered.

The Principals bring to the placement meetings information in respect to whether affected teachers would or could take qualifying course(s) for particular positions. When situations arise that a teacher may be out of a position if he/she does not become qualified, a last inquiry call is made to determine if the teacher will re-consider taking the qualifying course.

The receiving Principal notifies the teacher of his/her placement or offer in the presence of a District 19, Hastings Division, O.S.S.T.F. representative and advises him/her that he/she has 48 hours to accept or reject the placement or offer. A failure to accept or reject is deemed to be a rejection.

Teachers Available for Transfer or Teachers Surplus to the System may reject positions in which they are placed. Such a rejection ends the Board's commitment to the teacher. If the teacher is subsequently rehired, service is deemed to be broken and percentage entitlement for the following year will equal the new percentage under contract.

Leaves may be granted to teachers on the Transfer and Surplus list only after they have accepted a placement or offer. If a leave of absence is granted by the Board, the teacher must take the leave, barring special circumstances which may require the leave to be rescinded. The leave may be granted contingent on the teacher's agreeing to advise the Board of his/her intention regarding extension or return by March 1 of the year of the leave.

PART V

Interpanel Placement

- Clause 17 No interpanel placement of teachers can take place until all Teachers Available for Transfer and Teachers Surplus to the System in the receiving panel with qualifications for the placement position are placed.
- Clause 18 Provided that the Secondary panel has vacancies and the Elementary panel has teachers surplus to the system, these procedures are followed:

An information-sharing meeting is conducted by all the Principals with vacancies in their schools, all the Principals of the teachers surplus to the system in the other panel, the A.S.G. Superintendents, one FWTAO representative, one OPSTF representative, three O.S.S.T.F. representatives.

The Principals with vacancies in their schools, and the federation representatives **of** the secondary panel make the decision concerning placement **of** teachers from the elementary panel.

- Clause 19 Elementary teachers not placed in Part IV remain surplus to the system **in** the elementary panel.
- Clause 20 Elementary teachers who are placed or accept offers in secondary vacancies are considered to have seniority within the secondary panel equivalent to the number **of** years taught in the secondary panel.
- Clause 21 Secondary teachers who have accepted positions **in** the elementary panel may return to the secondary panel after an absence **of** up to ~~two~~ years from the secondary panel. Both the previous secondary Principal and the Principal Chair are notified **of** the teacher's intentions by April **1**. The teacher's name **is** added to the staff **of** his/her previous secondary school and he/she **is** subject to the regular Transfer and Surplus process.
- Clause 22 Teachers placed during Part IV must be qualified according **to** Ministry guidelines to teach in their program in the Secondary panel.
- Clause 23 Membership affiliation **of** a teacher transferred **into** the secondary panel **is** governed by O.T.F. policy.
- Clause 24 This process must be completed by August **31**.

PART VI

Post-Placement Practices and Rights **of** Teachers **Who** Remain Surplus

- Clause 25 Principals accommodate the expertise and interests **of** **incoming** teachers as much as possible and a Transfer and Surplus Monitor is notified in writing **of** any changes in a transferred teacher's timetable **by** September **1**.
- Clause 26 During the months **of** **July** and August, placements and offers are centrally co-ordinated by the Principal Chair and Staff Services. ~~The rules of Transfer and Surplus must be followed at all times. A Monitor is involved in all placements or offers during the summer break.~~
- Clause 27 Teachers **who** are surplus at the end **of** the placement meetings in **June** shall be responsible **for** maintaining contact with the Principal Chair or Staff Services.
- Clause 28 Teachers on contract with the Board whose contracts are terminated effective August **31** receive a letter as ~~soon~~ as

possible signed by the Director of Education explaining the specific reasons for their termination.

Clause 29 If the teacher surplus to the system, who has not rejected a placement, is on a permanent contract, the teacher may opt for one of the following:

a) Remain on the "Surplus" list until May 31 of the year immediately following. Such teachers are placed or offered positions which become available. Teachers so placed retain continuous years of teaching experience and contract status. Teachers who are not placed, remain on a "Recall" list for the second year following the year that they were declared surplus, providing there is no rejection of a placement. Teachers who are recalled from the "Recall" list are considered not to have "continuous experience".

OR

b) Resign prior to May 31.

Clause 30 If the teacher surplus to the system is on a probationary contract, the teacher may opt for one of the following:

a) Be placed as a result of other attrition in Hastings County prior to August 31.

OR

b) Not have his/her contract renewed such that his/her contract will be terminated.

OR

c) Resign prior to May 31.

Clause 31 In September, each Secondary Principal implements the following steps, in order:

a) The Principal identifies areas of program need and determines the qualifications required to fill the position(s) available.

b) The Principal checks the availability of qualified candidates who remain unplaced on the "Surplus" list. Qualified teachers are placed or offered positions in order of seniority on the list. The Principal repeats this procedure with teachers on the "Recall" list. There is no hiring of part-time teachers or increase of time for current teachers until teachers who remain on the current "Surplus" and "Recall" lists and who are qualified or will qualify have rejected the offer or placement.

- c) **If position(s)** are available, **part-time** teachers in order of seniority at the affected **school(s)** are offered the positions up to one hundred percent time provided that the **teacher(s)** are qualified to teach the available **program(s)**. Teachers who **remain** on the "**Surplus**" and "**Recall**" lists may then apply for supply **work for** a teacher who is on **Long-Term** Disability or on **some** other extended absence.
- d) **If position(s)** are still available, the Principal may begin searching and advertising **for** qualified candidates.

Clause **32** Monitors must be involved throughout the September and later **process**.

PART VII

Interpretation and Review Procedures

Clause **33** The review and interpretation of this policy **is** the responsibility of the Secondary Transfer and Surplus Standing Committee.

The composition of the Secondary Transfer and Surplus Standing Committee is the following:

- one Trustee
- one Administrator
- one Secondary School Principal
- three members appointed by District **19**, Hastings Division, **O.S.S.T.F.**

Clause **34** The selection of personnel **for** the Transfer and Surplus Standing **Committee** is the responsibility of each representative group. **It** is the responsibility of each group to **communicate** the **name(s)** of their representative(s) on the **Committee** to Staff Services prior to **January 1** of each year.

Clause **35** The Administrative appointee calls the initial meeting prior to **January 31**. The intermediate Monitor **is** the Chairperson of the Transfer and Surplus Standing **Committee**.

Clause **36** In any one year, the Transfer and Surplus Standing **Committee** must meet at least once prior to March **1** to review the operation of the process.

Clause **37** The Transfer and Surplus Standing Committee may be called together at any time at the request **of** any of the members of the Transfer and Surplus **Committee** **for** the purpose of interpreting the rules and intent of this policy.

Interpretations of rule and intent are made in writing to all representative groups. Such interpretations are final, subject to change under the grievance procedure.

Clause 38 Whenever this Document is officially transcribed, it shall be submitted to the Monitors and to the Principal Chair for verification and initialling.

PART VIII

Clause 39 Special Education Qualifications Beginning 1985/86

- a) A Special Education Class is defined as a class in which more than 50% of the students in the class have been identified as exceptional by the I.P.R.C. process.
- b) Anyone teaching a designated program, learning disabilities program, modified Basic (Services) program or a gifted program requires Special Education, Part I on his/her OTQRC by the time the program begins in the 1985/86 school year, and thereafter.
- c) Qualifications to teach specific designated programs will be determined by the Superintendent of Educational Services.
- d) Where possible, the principal will assign other special education classes to teachers having special education qualifications.

If insufficient qualified teachers are available the principal may assign Special Education classes to teachers not holding Special Education qualifications, however, the proposed staff assignments will be presented to the A.S.G. Superintendent for approval.

- e) The Director of Education shall, through each Principal, encourage teachers to seek qualifications beyond those required by the Ministry of Education.

PART-TIME TEACHERS

DEFINITION

A teacher employed by a Board on a regular basis for other than full-time duty.

FORMULA FOR HIRING AND PAYMENT

There are two situations under which part-time teachers may be hired subject to Section 1 below.

- a) Part-time teachers asked to do only classroom teaching plus being available **for** extra help **before and/or** after school.

For these, the formula for the determination of salary shall be **as follows:**

$$\frac{\text{NUMBER OF PERIODS TAUGHT PER WEEK}}{\text{TOTAL NUMBER OF PERIODS PER WEEK (EXCLUDING LUNCH)}}$$

- b) Part-time teachers asked to do classroom duties, extra help and the extra duties (on a proportionate basis) expected of a full-time teacher, e.g. supervision, extra-curricular, etc.

For these, the formula **for** the determination of salary shall be as follows:

$$\frac{\text{NUMBER OF PERIODS TAUGHT PER WEEK}}{\text{AVERAGE TOTAL NUMBER OF PERIODS PER WEEK TAUGHT BY MOST TEACHERS IN THAT SCHOOL}}$$

- (1) Part-time teachers shall be hired under formula (b) only, except under the following circumstances:

- hiring necessitated by staff allocation adjustments made after **June 30th.** (Such hiring normally would take place prior to November **1st.**)
- teacher may be hired, at the discretion of the principal, under formula (a) **for** one year provided that they convert permanently to formula (b) **for** the same number of teaching periods **for** subsequent school years.

- (2) Teachers **currently** employed under formula (a) will be given the one time option of converting to formula (b), effective September 1, **1988.**

This option must be exercised prior to in-school T & S procedures i.e. March **1st, 1988.**

GRID SALARY LEVEL PLACEMENT

See present Agreement.

BENEFITS

Part-time teachers are eligible **for** all benefits. The amount of premium paid by the teacher and the Board will **be pro-rated on the** basis of **time** worked. Sick leave - see present Agreement. *88/E*

AVAILABLE FOR TRANSFER

See Task Force Report on Teachers Available **for** Transfer. *88/D*

OCCASIONAL TEACHERS AND PART-TIME TEACHERS

The two should not be **confused**. The Ministry defines an **Occasional Teacher** as;

"A teacher **employed** to teach as a substitute for a permanent, probationary **or temporary** teacher who has died during the school year or **who is** absent from his regular duties for a **temporary** period that is less than a school year and that does not extend beyond the end of a school year."

SUPPLY TEACHERS

Principals will **attempt** to hire a Supply Teacher when notification of a full day's absence is given by a teacher prior to the **date(s)** of absence.

ROLE OF INTERDEPARTMENTAL SPEC. ED. HEAD

(Secondary School)

1. To be responsible for identification and **assessment** of **all** exceptional students in secondary schools as described in the Handbook of Special Education Procedures.
2. To be responsible for the development, maintenance and updating of **all I.E.P.'s** in **secondary** schools.
3. To facilitate **communication** between departments re: needs and programming **for** identified students.
4. To co-ordinate programs between home and school and outside agencies including parental permission and follow-up to the **assessment**.
5. To be responsible **for** the co-ordination of comprehensive **work** experience programs within the school.
6. To assist principals with parental **communication**.
7. To identify needs and co-ordinate in-service programs to **meet** the needs of staff.
8. To be responsible for the continual evaluation of students' progress towards the goals on the **I.E.P.**
9. To co-ordinate the **committees** charged with the responsibility of the **in-school** identification of exceptional students.
10. To ensure that tracking procedures are in place.

11. To assume responsibility as a member of the Special Education Program Placement and Review **Committee**.

It is understood that this role will be addressed in co-operation with the secondary school administration.

QUALIFICATIONS AND SELECTION OF INTERDEPARTMENTAL SPEC, ED. HEAD

1. It is an expectation that the Co-ordinator would complete Specialist qualifications in Special Education by September 1, 1985.
2. The minimum qualifications expected would be one Special Education course completed by September 1981.
3. Experience in Special Education, remedial, occupations or alternative schools a minimum expectation. Guidance experience also desirable.
4. A common system role description will be developed by Administration for assistance in preparing the advertisement and in making appointments.
5. A system-wide advertisement would be circulated, Applicants would be interviewed by a team of principals and superintendents.

RELOCATION ALLOWANCE

Excluding T & S and Voluntary Mobility, any teacher who is relocated as a result of a Board Initiated Transfer to a school more than fifty (50) miles distant from their present school and who finds it necessary to change the location of his/her residence to the same municipality as the new school will be reimbursed for moving expenses up to a maximum of \$500.00. Payment shall be made on the effective date of relocation.

Effective September 1, 1988 allowance will be \$750.00.

7. (a) The Principal will use his/her best efforts to ensure that no teacher will be assigned more than one-hundred and ten percent (110%) of the average number of credits (as determined to be taught per Teacher/per program) as determined by the factors in the Staffing formula. If a teacher's timetable is made up of a composite of two or more factors, each factor is subject to the 110% limit.
- (b) In addition to supervision and a regular scheduled lunch period determined by the principal, no subject teacher in a school will be assigned more subject teaching periods per day than three (3) in a five (5) period semestered school or seven (7) periods per day in ten (10) period unsemestered school in North Hastings.

SECONDARY STAFFING

For 1990 September 01, 1.75 additional teaching positions over the county will be added to Program Maintenance/Curriculum Development (Line 26) for the purpose of Curriculum Development. The current total is .50 for Program Maintenance.

For 1991 September 01, the factor for Counselling Services (Line 20) will be adjusted from .0030 to produce an additional two teachers over the county for the 1991-92 school year.

SECONDARY SCHOOL STAFFING

1990 - 1991

DATE: _____
 All Calculations except
 GRAND TOTAL correct to
 3 Decimal Places
 All Calculations except
 GRAND TOTAL correct to
 3 Decimal Places

COMPONENTS OF PROGRAM

i) Total No. of Full Time Students In School		i) _____	
ii) Part-time Students	ii) _____		
iii) Part-Time Students F.T.E.		iii) _____	
iv) Independent Study Students (TASS)	iv) _____		
v) Independent Study Students (TASS) f.T.E, (as per Ministry Formula)		v) _____	
vi) Total No. of Students (F.T.E.)		vi) _____	O.P.E. Total

ENROLMENT BASE

(DEDUCT & ENTER IN APPROPRIATE LINE BELOW)

vii) O.P.E. for Modified Basic (Services)	(F.T.E.)	vii) _____	A
viii) O.P.E. for Designated Alternative Prog. (F.T.E.)		viii) _____	B
ix) O.P.E. for T.A.S.S.	(F.T.E.)	ix) _____	C
x) O.P.E. for Reg. Program Students (F.T.E.) (Less 2.5% for Student leaving)	x) _____	(line vi - (line vii + viii + ix))	
xi)		xi) _____	D

AVERAGE STUDENT CREDIT SELECTION (Average of Last Three Years)

1) Modified Basic (Services)	_____	E
2) Designated Alternative Programs	_____	F
3) Regular Basic, General, Advanced Level Programs	_____	G
4) T.A.S.S. All Programs (7.5) (as per Ministry Formula)	<u>7.5</u>	H

PERCENTAGE DISTRIBUTION OF S.C.S. IN PROGRAM AREAS
REGULAR PROGRAMS

(Average of last three years expressed as decimals)

Advance Level

Academic & Business	_____	I
Technical & Family Studies	_____	J
Co-op. Ed. Credit Studies	_____	K

General Level

Academic & Business	_____	L
Technical & Family Studies	_____	M
Co-op Ed. Credit Studies	_____	N

Basic Level

Academic & Business	_____	O
Technical & Family Studies	_____	P
Co-op Ed. Credit Studies	_____	Q

(TOTAL MUST EQUAL 1.000)

SCHOOL: _____

Date: _____

AVERAGE NUMBER OF CREDITS

(as determined to be taught per teacher/per program)

ADVANCE LEVEL

Academic & Business	163	R
Technical & Family Studies	117	S
Co-op Ed. Credit Studies	117	T

GENERAL LEVEL

Academic & Business	157	U
Technical & Family Studies	117	V
Co-op Ed. Credit Studies	117	W

BASIC LEVEL

Academic & Business	99	X
Technical & Family Studies	99	Y
Co-op Ed. & Credit Studies	99	Z

IASS

all levels 117 AA

SPECIAL EDUCATION

Basic Level Modified (at designated schools)	90	BB
Designated Alternative Progs. (Officially Approved)	60	CC

CALCULATION OF BASE STAFF

ADVANCED LEVEL

Academic & Business	<u>DxCxI</u>	x x		1
	R			
Technical & Family Studies	<u>DxCxJ</u>	x x		2
	S			
Co-op. Ed. Credit Studies	<u>DxCxK</u>			3
	T			

GENERAL LEVEL

Academic & Business	<u>DxCxL</u>	x x		4
	U			
Technical & Family Studies	<u>DxCxM</u>	x x		5
	V			
Co-op Ed. Credit Studies	<u>DxCxN</u>	x x		6
	W			

BASIC LEVEL

Academic & Business	<u>DxCxO</u>	x x		7
	X			
Technical & Family Studies	<u>DxCxP</u>	x x		8
	Y			
Co-op Ed. Credit Studies	<u>DxCxQ</u>	x x		9
	Z			

<u>IASS</u>	all levels	<u>CxH</u>	x		10
		AA			

SPECIAL EDUCATION

Basic Level Modified (at designated Schls)		<u>AxE</u>	x		11
		RE			
Designated Alternative Program	all levels	<u>BxF</u>	x		12
		CC			

SUB TOTAL

SCHOOL: _____

DATE: _____

CALCULATION OF SPECIAL EDUCATION INCREMENTAL STAFF ADJUSTMENTS

School factor x School O.P.E. Sept. 1990 = _____ x _____ = _____ 14

CALCULATION OF ADMINISTRATIVE AND STUDENT SERVICES STAFF

Principal	1.0	<u>1.0</u>	15
Vice Principal	2.0	<u>2.0</u>	16
Department Head	2.0	<u>2.0</u>	17
Inter Departmental Spec. Educ Staff	1.0	<u>1.0</u>	18
Library	.00155 x O.P.E. = _____ x _____ = _____		19
Counselling Services	.003 x O.P.E. = _____ x _____ = _____		20
sua TOTAL			_____ 21

CALCULATION OF SPECIAL PROGRAMS AND NEEDS STAFF

1) Non credit reading lab	_____	22
2) Small class factor		
a) If Enrolment (N.H., C.H., T.H.S., B.S.S.) below	If Enrolment (O.S.S., C.S.S., M.S.S., B.C.I.) below	
1100 add 2/6	1100 add 1/8	
1000 add 3/6	1000 add 2/8	
900 add 4/6	900 add 3/8	
800 add 5/6	800 add 4/8	
700 add 6/6	700 add 5/8	_____ 23

b) If there are fewer than twenty-four Basic and Modified Basic students (combined) in a grade add 2/6 of a teacher. (N.H., C.H., T.H.S., B.S.S.)

Grade	9	10	11	12
No. of Stud.				
Addit. Staff				

SUB TOTAL _____ 24 _____ 25

PROGRAM MAINTENANCE/CURRICULUM DEVELOPMENT

(at discretion of Supt. Educational Services) _____ 26

GRAND TOTAL (Correct to Two Decimal Places)

SYSTEM ADD-ONS (_____) _____ 28

Program Name

Note: This is not part of the Formula

GRAND GRAND TOTAL (Correct to Two Decimal Places) _____

41.0 AGREEMENT

- 41.1 The representatives of the Board of Education and of the Teachers, Hastings Division, O.S.S.T.F. have come to mutual agreement regarding all salaries, allowances, fringe benefits and all other matters contained herein.
- 41.2 This agreement shall be in effect from 1989 September 01 and shall continue up to and including 1991 August 31 and supersedes any previous agreement **between the** Board and the Secondary School Teaching Staff.
- 41.3 The Board is to make available to each Teacher a copy of the Collective Agreement **on or** before forty instructional **days** following ratification by the Board and the Teachers.
- 41.4 Amendments (deletions, additions **or** substitutions) shall be made **only** by mutual consent of the Parties concerned **in** this Collective Agreement.

Chair *Ed Walker*

Collective Bargaining Committee
O.S.S.T.F.

Burnside
Chairperson
Personnel Committee
The Hastings County Board of Education

R. [Signature]
President, District 19,
Hastings Division, O.S.S.T.F.

[Signature]
Chairperson
The Hastings County Board of Education

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