

SOURCE	Board		
EFF.	96	09	01
TERM.	97	08	31
No. OF EMPLOYEES	416		
NOMBRE D'EMPLOYÉS	28		

BOARD Hastings - TPA

TERM 1996-97

**Grid**

<u>YR.</u>	<u>CAT. I</u>	<u>CAT. II</u>	<u>CAT. III</u>	<u>CAT. IV</u>
0	31 903	33 202	36 351	39 154
1	33 495	34 398	38 050	41 071
2	35 429	35 702	39 789	43 024
3	36 985	37 600	41 524	45 177
4	38 505	39 154	43 058	47 348
5	40 418	40 873	44 581	49 123
6	41 976	42 409	46 497	51 052
7	43 297	44 524	48 652	53 209
8	44 997	45 896	50 662	55 181
9	46 734	47 403	52 971	57 333
10	48 666	49 518	54 964	59 300
11	51 435	51 491	57 511	62 050
12		53 821	60 546	65 321

**Responsibility Allowances**

Principals	82 574 - 87 551
Vice-Principals	75 049 - 77 715
1 Unit of Administrative Strength (U.A.S.)	1 628
Co-ordinator of Curriculum Services	3 500
Master's Degree	650

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**COLLECTIVE AGREEMENT**

**BETWEEN**



**THE HASTINGS COUNTY BOARD OF EDUCATION**

**AND**

**DISTRICT 19, HASTINGS (TPA)**



**SEPTEMBER 1, 1996 TO AUGUST 31, 1997**

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# I. INTRODUCTION

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**1.0 RECOGNITION**

- 1.1** The parties to this collective agreement shall be defined as The Hastings County Board of Education, hereinafter called "The Board", and the Ontario Secondary School Teachers' Federation, District 19, Hastings Teaching Profession Act, hereinafter called OSSTF, District 19 Hastings TPA.
- 1.2** The Board recognizes OSSTF Hastings TPA as the exclusive agent authorized to negotiate on behalf of all secondary school teachers employed by The Board as teachers as defined under the current School Boards and Teachers Collective Negotiations Act and the Education Act.

**2.0 EFFECTIVE PERIOD**

This collective agreement shall be in effect from September 1, 1996 and shall continue in force up to and including August 31, 1997.

**3.0 DEFINITIONS**

**Bona fide opening** is an available contractual teaching position

**Education Centre - Secondary Branch** includes contracted secondary school teachers assigned to the Board Office.

**Federation** refers to District 19 OSSTF Hastings TPA.

**Grievance** shall be any question or dispute involving the interpretation, application or alleged violation of any term, provision or condition of the Collective Agreement, including the question of whether a matter is arbitrable.

**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.

**Occasional Teacher** shall bear the meaning given it in the Education Act, as amended from time to time.

**O.T.Q.R.C.** refers to Ontario Teachers' Qualifications Record Card.

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

**Qualified** means that a Teacher is given permission to teach a subject or course as defined by the Minister of Education (old definition).

**School Year** is the year as defined by the Minister of Education.

**Staffing Committee** is the body which manages the process for the interschool movement of teachers (Section V, Part 4.0).

**Staffing Formula** is the instrument used to calculate the number of teachers on the staffs of the secondary schools in Hastings County (Section VI, Part 3.0).

**Support Staff** are teachers who are assigned to the Education Centre Secondary Branch for all or

## I. INTRODUCTION

part of their contractual time to assist with program development, implementation and review.

**Unit of Administrative Strength** is an amount of money allocated to a Teacher who assumes a leadership responsibility at his/her school (Section III, Part 4).

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## **II. BENEFITS**

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**1.0 SICK LEAVE CREDIT PLAN**

- 1.1 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.
- 1.2 (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, 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.
- 1.3 (a) The Superintendent of Human Resources 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.
- 1.4 (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 1.4(a) above may be made only where the transfer of employment from a school board to another school 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.

- 1.5 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.
- 1.6 (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 thirty (230) days.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Academic employees employed regularly on a part-time basis shall have their sick leave and their cumulative totals pro-rated accordingly.
- 1.7 Board Policy provides that a full-time or part-time employee of the Board will receive at least 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 full time return to work (Teacher's contractual entitlement) for a recurring disability and after one month full time return to work (Teacher's contractual entitlement) 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).

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2.0 POLICY RE: ABSENCE2.1 Code 1 - Absence with pay due to illness with deductions from Sick Leave Credit Account.

- (a) (i) Absence through illness of the employee for a period of five (5) 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.
- (ii) Absence for illness over five (5) consecutive working days must be certified by a licensed medical practitioner or 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 Act 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/her sick leave account except pursuant to a resolution of the Board or pursuant to 1.7.
- (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 salary which he/she would have been entitled to receive for that day to the extent of the credits in his/her account.

2.2 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.
- (b) Juror service or by reason of a subpoena being a witness in any proceeding to which he/she is not a party to one of the persons charged, provided that the Teacher pays to the Board any fee exclusive of travelling allowances and living expenses that he/she 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.
- (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) For the purpose of attending his or her own graduation, or the graduation of a member of the immediate family.
- (f) Special circumstances for reasons approved by the Director.

2.3 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) illness in the immediate family, three (3) days/school year.
- (c) Special circumstances for reasons approved by the Director.

2.4 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 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.

2.5 Principals shall attempt to hire a Supply Teacher when notification of a 1/11 day's absence is given by a Teacher prior to the date(s) of the absence.

3.0 RETIREMENT GRATUITY PLAN

- 3.1 (a) An academic employee, or any employee who is in a designated capacity of employment under The Teachers' Pension Act, 1989, having not less than five (5) consecutive years of contracted service with The Hastings County Board of Education immediately preceding cessation of employment, and who ceases to be employed by the Board because of age or who for reasons of ill health acceptable to the Board and who, upon retirement, is entitled to a pension under the Teachers' Pension Act shall be eligible to receive a retirement gratuity based on the following formula:

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

where RG is the amount of retirement gratuity; CSL is the number of cumulative sick 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 Personnel Committee.

- 3.2 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 3.1 above, or to take another contracted position involving eligibility to contribute to the Teachers' Pension plan or who is dismissed for cause.
- 3.3 la) 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.
- 3.4 (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 3.1(a) above are included.
- 3.5 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.
- 3.6 Where an employee has completed 20 years contracted services with this Board and its predecessors, such employee shall be entitled upon retirement in accordance with section 3.1(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.

**4.0 EARLY RETIREMENT INCENTIVE PLAN****4.1 Prerequisites**

- 4.1.1 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' Pension Act, 1989.
- 4.1.2 An individual must be receiving the maximum salary of his/her category.
- 4.1.3 An individual must have 10 years service with The Hastings County Board of Education credited under the Teachers' Pension Act, 1989.

**4.2 Operation of the Plan**

- 4.2.1 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' Pension Act, 1989
  - a resignation which clearly states the effective date of separation.
- 4.2.2 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.
- 4.2.3 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 Early Retirement Incentive Plan and in the event of refusal, the Board agrees to communicate the reasons to the applicant.
- 4.2.4 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 Early Retirement Incentive Plan is approved.
- 4.2.5 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.
- 4.2.6 If the member dies or becomes incapacitated before receiving all payments under Early Retirement Incentive Plan, remaining payments will be paid to the person or to the person's estate in accordance with 4.2.4 and 4.2.5.
- 4.2.7 Any member who teaches under a Teacher's Contract after accepting payment under Early Retirement Incentive Plan will forfeit any unpaid balance otherwise payable under Early Retirement Incentive Plan.
- 4.2.8 Once the resignation is effective, the applicant is no longer an employee of the Board and not eligible for any employee benefits.
- 4.2.9 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.

4.2.10 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.

## 5.0 STAFF DEVELOPMENT

5.1 The Joint Staff Development Committee shall consist of:

- . The Educational Services Officer, Hastings TPA
- . Two members of the Educational Services Committee
- . A Superintendent assigned by the Board
- . A representative of Curriculum Services
- . A Secondary School Principal

5.2 The Joint Staff Development Committee shall establish a process for:

- (a) the planning of staff development activities
- (b) the use of funds allocated to the Committee.

5.3 The Joint Staff Development Committee shall administer the allocation of the Training and Retraining Fund.

### 5.3.1 Training and Retraining Fund

A fund of \$22,000.00 will be established for Training and/or Retraining. To be eligible, applicants must apply in writing to the Joint Staff Development Committee before October 1st of the year in which the course was successfully completed, enclosing course receipts for the amount requested and proof of course completion. Consideration will be given to Teachers in the following order of priority: Teachers who:

- have a new or a change in teaching assignment as a result of the Transfer and Surplus procedure, and/or
- have a change in teaching assignment as a result of the Transfer and Surplus procedure, and/or
- are faced with additional requirements in a new teaching assignment as identified by the Principal in consultation with the Staff Advisory Committee
- have taken courses that merit financial support.

Any remaining funds will be allocated to the Joint Staff Development Fund.

5.4 The Board shall provide a fund of \$44,400.00 per year to be used by the secondary schools for staff development activities during the year that are focused on instructional practices and curriculum needs. These funds shall be administered by the Joint Staff Development Committee.

5.5 Applications for funds from the Board Staff Development Fund by secondary school Teachers, groups or staffs shall be directed through the Joint Staff Development Committee for approval before being forwarded to the Board Staff Development Fund Committee.

5.6 The Branch Staff *Development Committee* in each school shall consist of;

- . The Principal
- . Two Educational Services representatives
- . The Branch President
- . Additional members as selected by the school staff.

5.7 The Branch Staff Development Committees shall:

- 5.7.1 Administer staff development funds allocated directly to the school.
- 5.7.2 Plan school staff development activities.

## 6.0 PREGNANCY AND PARENTAL LEAVE PLAN

### 6.1 Definitions:

- 6.1.1 "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;
- 6.1.2 "parental leave" - an employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following:
  - (a) the birth of the child, or
  - (b) the coming of the child into the custody, care and control of a parent for the first time.
- 6.1.3 "pregnancy leave" - a pregnant employee who started employment with her employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence.

### 6.2 Pregnancy Leave:

- 6.2.1 Pregnancy Leave shall be granted upon written request provided that:
  - (a) The Teacher provides a certificate from a legally qualified medical practitioner stating the expected birth date.
  - (b) The Teacher will have been in the employ of the Board for a period of at least thirteen (13) weeks immediately preceding the expected birth date.
  - (c) The Teacher notifies the Board in writing at least two (2) weeks immediately preceding the date the leave is to begin.
- 6.2.2 Pregnancy Leave may commence up to seventeen (17) weeks preceding the expected birth date.

### 6.3 Parental Leave

- 6.3.1 A Teacher who has been granted a Pregnancy Leave shall be granted a Parental Leave of up to eighteen (18) weeks upon written request at least two (2) weeks in advance of the date the leave shall commence. The Parental Leave shall begin

immediately upon termination of the Pregnancy Leave unless the child has not yet come into the custody, control and care of a parent for the first time. In such case, the Leave will commence within thirty-five (35) weeks of the child's coming into the custody, care and control of a parent for the first time.

- 6.3.2 Where Pregnancy Leave has not been taken, a Teacher, following the birth of the Teacher's child or of the child coming into the custody, care and control of the parent for the first time, may take Parental Leave upon written request, provided the Teacher has thirteen (13) weeks or more of service within the Board and notifies the Board at least two (2) weeks in advance of the date the leave shall commence. Parental Leave shall commence within thirty-five (35) weeks of the child's birth or of the child coming into custody, care or control of the parent for the first time.
- 6.3.3 Where the conditions of 6.2 *ad* 6.3.1 and 6.3.2 are met, Pregnancy and/or Parental Leave shall be granted for a period of up to twelve (12) months. During the first thirty-five (35) weeks of Pregnancy and/or Parental Leave the Teacher shall be credited with seniority and experience for grid purposes and may continue to be enrolled in the Benefits Plans of this Agreement with the Board continuing to make its premium contributions. Where the Teacher is on leave in excess of thirty-five (35) weeks and continues to be enrolled in the Benefits plans, the Teacher shall pay 100% of the premium cost. Upon return from Pregnancy and/or Parental Leave, the Teacher shall be reinstated to the position the Teacher most recently held prior to the commencement of the leave if it still exists, or to a comparable position if it does not exist.
- 6.3.4 Nothing in this Article precludes an employee from:

- (a) entitlement to sick leave pay if the employee's absence is due to illness arising out of pregnancy prior to the maternity leave; or
- (b) the provisions of the Employment Standards Act.

#### 6.4 Supplemental Unemployment Benefit Plan

The plan is to supplement the Unemployment Insurance benefits received by Teachers for temporary unemployment caused by Pregnancy and/or Parental Leave and will consist of the following:

- (a) (i) Employees must prove that they have applied for and are in receipt of Unemployment Insurance benefits in order to receive payment under the plan.
- (ii) The Supplemental Unemployment Benefit is payable for a period during which a Teacher is not in receipt of Unemployment Insurance if the only reason for non-receipt is the claimant is serving the two week Unemployment Insurance waiting period.
- (b) The benefit level paid under this plan is set at 100% of the teacher's allowable Unemployment Insurance benefit.

In any week, the total amount of the Supplemental Unemployment Benefit payments and the weekly rate of Unemployment Insurance benefits will not exceed 95% of the Teacher's weekly earnings,

- (c) This Supplemental Unemployment Benefit will be paid for the two (2) week waiting period.

- (d) (i) The plan is financed by the employer's general revenues.
- (ii) Supplemental Unemployment Benefit payments will be kept separate from payroll records.
- (e) The duration of the plan is for the period covered by the Collective Agreement.
- (f) The employer will inform the Canada Employment and Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- (g) Teachers do not have a right to Supplemental Unemployment Benefit payments or — for supplementation of Unemployment Insurance benefits for the unemployment period as specified in the plan.
- (h) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

#### 6.5 General Provisions for Pregnancy and Parental Leave

- 6.5.1 A Teacher will be granted any change in the salary scale which may have occurred during the statutory leave relative to the position most recently held.
- 6.5.2 A teacher on Pregnancy or Parental Leave shall be credited with seniority and shall continue to be enrolled in the benefits plans unless he or she elects in writing not to do so, and shall be entitled to the terms and conditions outlined in the Collective Agreement.
- 6.5.3 Sick leave credit accumulated under the Board's plan at the time of commencing the unpaid pregnancy or parental 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.

#### 6.6 Paternity Leaves

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

#### 6.7 Return to Employment

- 6.7.1 A Teacher who is returning from Pregnancy or Parental Leave as defined in the Employment Standards Act shall give the Board at least four (4) weeks written notice of the date of return.

### 7.0 SABBATICAL LEAVE PLAN

- 7.1 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.
- 7.2 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

## II. BENEFITS

and the Board's decision in this regard is final.

- 7.3 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.
- 7.4 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 Personnel Committee.
- 7.5 (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 decisions 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.
- 7.6 (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.
- (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.
- 7.7 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.
- 7.8 An employee failing to carry out the purpose for which the leave was granted shall, upon demand, repay the Board the money withdrawn 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.
- 7.9 An employee granted sabbatical leave shall receive the normal increment in salary and other benefits for which he/she is eligible. Deductions for Teachers' 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 Teachers' Pension Plan or to any other pension fund to which they belong.

- 7.10 (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.
- 7.11 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.
- 7.12 The plan shall operate in regard to Teachers, Vice-Principals and Principals.
- 7.13 The number of employees granted leave for any year shall not exceed one percent (1%) of the Academic Staff of the Board.
- 7.14 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 the Transfer and Surplus policy in Section V - 8.0.

## 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.
- 8.3 Seniority will accrue on a full-time basis to all Teachers during the period of any leave granted by the Board.
- 8.3.1 Seniority will accrue on a full-time basis to all Teachers on a permanent or probationary contract.
- 8.3.2 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.
- 8.4 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.
- 8.4.1 Teachers applying for a leave of absence must have a permanent contract.
- 8.4.2 Applications for personal or professional leaves of absence must be made in writing to the Director of Education.
- 8.4.3 Every effort should be made to apply by September 30th or March 1st prior to the leave.
- 8.4.4 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.

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

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

8.4.7 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 Associated School Group 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 SUBSIDIZED EDUCATIONAL LEAVE PLAN

10.1 The Board may grant to a permanently contracted Teacher in the employ of The Hastings County Board of Education, a Subsidized Educational Leave.

10.2 An employee desiring a Subsidized Educational Leave shall apply in writing to his/her Associated School Group 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.*

10.3 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 Subsidized Educational Leave.

10.4 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.

10.5 Leaves shall not be granted for the purpose of upgrading salary. Leaves may be granted so that Teachers may broaden qualifications.

10.6 Required deductions, i.e. Teachers' Pension plan, income tax, Unemployment Insurance Commission etc. will be made on the basis of actual salary paid. The cost of other benefits, i.e. Dental, Life Insurance, etc., will be pro-rated based on percentage of actual salary paid.

10.7 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.

- 10.8 The leave, should it occur with the five (5) years previous to retirement, will not be considered as disrupting consecutive years of experience.
- 10.9 Applications are to be received on or before January 15.
- 10.10 Applications are to be approved (or not approved) on or before March 1, and the applicant notified in writing by the Director,
- 10.11 Leaves will be administered in such a way that there will be no cost to the Board.

## 11.0 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.

While participating in the plan the amount of the Current C ———— Amount deferred by the participant under the plan, or any other such arrangement for services rendered by the Teacher to the Board, cannot exceed 33.3% in any calendar year in accordance with the Income Tax Act.

Entry into the plan shall be effective from the first (1st) day of August 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 July 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 by 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' Pension Plan Act.

### 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 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.

**12.0 GROUP LIFE INSURANCE PLAN**

- 12.1 This plan provides basic coverage of \$25,000 or \$100,000.
- 12.2 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.
- Optional amounts in multiples of \$25,000.00 may be elected by the Teacher. The maximum amount of Basic and Optional Insurance combined is \$200,000.
- 12.3 The Group Life Insurance Plan shall be available to all regularly employed Teachers in accordance with the eligibility requirements of the plan. There shall be compulsory participation in the Group life Insurance Plan for all Teachers hired after 1985 September 01.
- 12.4 Enrolment in the Group Life Insurance Plan must take place within thirty-one (31) days of an eligible employee 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.
- 12.5 The Board agrees to pay the cost of \$100,000.00 Accidental Death Coverage.

**13.0 EXTENDED HEALTH CARE INSURANCE PLAN**

- 13.1 The Board agrees to pay one-hundred percent (100%) of the premium cost of an Extended Health Care Plan which includes Private and Semi-Private coverage.
- 13.2 Effective 1991 September 01 the Board agrees to pay 100% of the cost of the premium for the Vision Care Rider.
- 13.3 The Extended Health Care Insurance Plan shall be available to all regularly appointed employees on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.
- 13.4 Effective 1992 December 01 the Extended Health Care Insurance Plan will include the Deluxe Trawl Plan.

**14.0 DENTAL PLAN**

- 14.1 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.
- 14.2 The Dental Plan shall be available to all regularly appointed employees on a voluntary enrolment basis, in accordance with the eligibility requirements of the plan.
- 14.3 Effective 1993 September 01 the Board agrees to pay 75% of the premium cost of Dental Rider #3, Orthodontic Services.
- 14.4 Effective 1993 September 01 the Board agrees to pay 75% of the premium cost of Dental Rider #4, Restorative Services.

**15.0 LONG TERM DISABILITY INSURANCE PLAN**

- 15.1 The Teachers agree to pay 100% of the premium cost of a Long Term Disability Insurance Plan.
- 15.2 The Long Term Disability Insurance Plan shall be available to all regularly employed Teachers (excluding occasionally employed Teachers) in accordance with the requirements of the plan. There shall be compulsory participation in the Long Term Disability Plan for all Teachers hired after 1985 September 01.

The Board agrees to provide 100% of the Extended Health Care Insurance Plan and the Dental Plan as outlined in 13.0 and 14.0 to a maximum of two (2) years.

- 15.3 The Board will supply copies of master policies to the executive of Hastings TPA O.S.S.T.F. as they become available from the insurance companies.

**16.0 ONTARIO HEALTH INSURANCE PLAN**

- 16.1 In the event that the Provincial Government reinstates Ontario Health Insurance Plan premiums, the Board shall pay 100% of the cost of Ontario Health Insurance Plan (ward coverage).

**17.0 DEDUCTION FOR FEDERATION OFFICERS**

- 17.1 A deduction of .12% of annual salary will be made from each Teacher's salary paid during October when requested in writing by the Hastings TPA 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 TPA.
- 17.2 Provided the Board qualifies for and receives the Unemployment Insurance Commission rebate, the President of Hastings TPA of O.S.S.T.F. shall be released from teaching duties and receive benefits, allowances and salary to a maximum of Category 4 Maximum. This salary and any allowances shall be paid as follows:

(a) the Teachers' share (5/12) of the Unemployment Insurance Commission rebate that the Board qualifies for; and

(b) the remainder to be paid by the Board.

- 17.3 Federation Leave will be granted in the amount of 1.0 full-time teaching position for up to two per year, O.S.S.T.F. to pay salaries, benefits and allowances. Teacher appointment to be determined by O.S.S.T.F. Hastings TPA with the approval of the principal(s) concerned. The Board to be notified no later than April 30th prior to the leave. Time for added responsibilities (as identified in the Staffing Formula - Department Heads).

Release time for Department Headships shall remain in the school.

**18.0 SPECIALIZED CLOTHING**

If a Teacher is required to have safety shoes, the Board shall reimburse the Teacher the cost of the shoes, on an as needed basis. the cost not to exceed \$80.00.

### III. SALARIES

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III. SALARIES

1.0 **SECONDARY PANEL GRID**

Effective 1996 September 01

Years of Exp.	Category 1 Level 4	Category 2 Level 5	Category 3 Level 6	Category 4 Level 7
0	31,903	33,202	36,351	39,154
1	33,486	34,398	38,050	41,071
2	35,429	35,702	39,789	43,024
3	36,986	37,600	41,524	45,177
4	38,506	39,154	43,058	47,348
5	40,418	40,873	44,581	49,123
6	41,976	42,409	46,497	51,062
7	43,297	44,524	48,652	53,209
8	44,987	46,896	50,662	55,181
9	46,734	47,403	52,971	57,333
10	48,666	49,518	54,984	59,300
11	51,435	51,491	57,511	62,080
12		53,821	60,548	65,321

1.1 **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 each year.
- (b) Persons employed on a Letter of Permission or re-employed on Letter of Permission but after a break in previous service, shall not receive increments.

1.2 **SALARY LEVEL PLACEMENT**

- (a) Each new Teacher appointed to the staff, whether experienced or inexperienced, shall be placed in the salary level appropriate to the Teacher's 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 under the authority of a Letter of Permission, or re-employed 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 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 the Teacher receives an O.S.S.T.F. Certification Rating Statement endorsed with a specific category, according to the Teacher's Letter of Evaluation issued by the O.S.S.T.F.

1.3 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.

1.4 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 sub-section (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-section (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.

SCHOOL PRINCIPALS'PRINCIPALS

		Year 1	Year 2	Maximum
1996 Sept. 01	82,574.	83,819.	86,093.	87,551.

1996 Sept. 01	75,049.	75,939.	76,830.	77,715.
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- 3.2 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.

**4.0 RESPONSIBILITY ALLOWANCES**

- 4.1 Any Teacher appointed to a position of responsibility referred to in this agreement shall be paid the appropriate responsibility allowance.
- 4.2 Where the Board establishes a new position of responsibility to be filled by a Teacher who comes within the scope of this Agreement, the Board shall establish a responsibility allowance or salary consistent with established responsibility allowances or salaries and shall notify the Hastings TPA of OSSTF. If the Federation does not agree to the responsibility allowance or salary established, the rate may be the subject of a grievance filed by the Federation and may be carried to arbitration if necessary. The final rate established shall be effective from the time the position was originally introduced.
- 1 Unit of Administrative Strength (U.A.S.) is \$1,628.00.
- 4.4 The responsibility allowance for the Co-ordinator of Curriculum Services, if a member of O.S.S.T.F. and covered by this Collective Agreement will be \$3,500.00 per year beyond his/her salary grid placement and responsibility allowance allocation.

**5.0 CERTIFICATION**

- 5.1 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.

**6.0 RELATED TRADE OR PROFESSIONAL EXPERIENCE ALLOWANCE**

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 In no case may the combined experience allowance for related trade or business or professional experience exceed six (6) years.
- 6.8 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.
- 6.9 No allowance for related trade or professional experience shall be granted to a person engaged under authority of a Letter of Permission or to a person being re-engaged under a similar authority after a break in service with the Board.
- 6.10 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.

**7.0 GRADUATE AND POST-GRADUATE DEGREE ALLOWANCES**

- 7.1 (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.

- 7.2 *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.*
- 7.3 *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.*
- 7.4 *No allowance will be made for Bachelor of Education or Bachelor of Divinity Degrees.*
- 7.5 (i) *For a Master's Degree (or B. Paed.) the allowance 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.*
- 7.6 (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.*
- 7.7 *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 1.3a), the document required being official notification from the Registrar of the University concerned.*

## 8.0 GRID SALARY LEVEL PLACEMENT

- 8.1 *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 (1.2) the allowance being related to the incremental structure of the Salary Schedule.*
- 8.2 *The amount of teaching experience to be allowed for new appointees to the teaching staff shall be as in sub-section (8.1 above).*
- 8.3 *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.*
- 8.4 *Teaching experience in a College of Applied Arts and Technology or similar institution maintained by public support and under the Ministry 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 in a regular certified program will 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.*

- 8.5 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.
- 8.6 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:

- i) 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).

- 8.7 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.

**9.0 PAYROLL PROCEDURES**

- 9.1 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:

9.1.1. one instalment of 8% paid on the first 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 16th to June 15th inclusive, as well as 16% on the last teaching Friday in June.

- 9.2 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  $x$  = arm of contractual, instructional and non-instructional days) of the total annual salary due for the agreed period of service.

- 9.3 Salaries of part-time teachers whose service commences at the beginning of Semester 2 shall be paid all salaries owing or due, during time worked as follows:

On the first day of Semester one instalment of 4%, nine (9) instalments of 4% each paid on or before the fifteen (15th) days of each calendar month and on the last day of each calendar month to June 1st inclusive, as well as 10% on the last teaching Friday in June.

**10.0 Severance Allowance**

- 10.1 The Board shall pay to any Teacher covered by this collective Agreement who leaves the employ of the Board, for reasons of redundancy, a severance allowance calculated as follows: 4% of the Teacher's grid placement. The Teacher shall also have the right to purchase his/her benefits for up to two years while on the Surplus/Recall Lists.

## **IV. WORKING CONDITIONS**

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## IV. WORKING CONDITIONS

### 1.0 JUST CAUSE

- 1.1 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.

### 2.0 IN-SCHOOL MEDICAL PROCEDURES

- 2.1 No Teacher will be required to carry out on a regular basis any medical/physical procedures.
- 2.2 The Board recognizes the right of any Teacher to refuse to be designated to administer medication or perform my 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.
- 2.3 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 TPA, OSSTF, as they become available from the insurance companies.

### 3.0 COMPLAINT PROCEDURE

- 3.1 (a) A teacher who has a complaint relating to the interpretation, application, or alleged violation of this Collective Agreement shall discuss the complaint with the Branch President and may wish to include the Grievance Officer and the Principal within five (5) school days of the Teacher becoming aware of the circumstances giving rise to the complaint. The initial meeting shall attempt to settle the complaint within five (5) school days.
- (b) If no settlement is reached the grievance procedure may be used.

### 4.0 GRIEVANCE PROCEDURE

- 4.1 (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 signature of the duly authorized officials of the party making the grievance and the signature of the Grievor.
- (b) A "Party" is:
- (i) Hastings TPA 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 Teacher/Board Relations 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.

**Group and Policy Grievances Procedure**

**Step I**

In the case of all other forms of grievances, including group, policy or Board initiated grievances, the party making the grievance may make written grievance to the Secretary of the Board or President of District 19 Hastings TPA, as the case may be, who shall answer the grievance in writing within five days.

The grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; and
- (ii) a statement of the facts to support such grievance; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the party making the grievance.

**Step II**

If the reply of the President of District 19 Hastings TPA or the Secretary of the Board, as the case may be, is not acceptable to the party making the grievance, that party may apply for arbitration within twenty (20) days of the receipt of the reply.

**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 of

endorsement of the Branch Affiliate.

5.0 **EXISTING PRACTICES**

Copies of new Board Policies and Practices and updates of current ones shall be forwarded to the Hastings TPA OSSTF President.

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**V. STAFF ASSIGNMENT  
AND  
TRANSFER PROCEDURES**

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## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

### 1.0 PART-TIME TEACHERS

- 1.1 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.

#### 1.2 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 is:

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

- (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,

For these, the formula for the determination of salary is:

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

- (1) Part-time Teachers are hired under formula (b) only, except under the following circumstances:

- hiring necessitated by staff allocation adjustments made after June 30th. (Such hiring normally takes place prior to November 1st.)
- Teachers 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.

#### 1.3 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.

## 2.0 STAFFING

### 2.1 General Guidelines

Humaneness is important in the staffing process. At all times every effort is made to accommodate geographical, academic and personal concerns.

A Teacher's signature on a Memorandum of Mobility or a Teacher's acceptance of a Placement or Offer during the Transfer and Surplus Process is deemed to be a commitment by the Teacher to his/her new school and is a mutually binding agreement between the Teacher and the Board.

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

Subject to Ministry qualifications, Teachers remaining Surplus to the System at the end of the Transfer and Surplus Process are the Teachers with the least teaching experience.

Staff assignments are based on the best fit of student and program needs, Teacher qualifications and professional needs of Teachers.

### 3.0 STAFF RECORDS LIST

#### 3.1 Maintenance of the Staff Records List

NOTE: During the 1992-93 school year, the conditions of the Special School Closure Protocol apply to 3.1.

The County Staff Records List:

- contains the names of all secondary Teachers employed by the Board
- indicates the secondary school (s) to which each Teacher is assigned and the Teacher's entitlement in each school. Teachers who are serving on the Support Staff whose leave of absence period no longer grants them the right to return to their original school and any other OSSTF member employed by the Board under a permanent or probationary contract who is not assigned to a secondary school is listed as being at the Education Centre Secondary Branch
- contains information about each Teacher's initial and additional qualifications, curricular programs that each Teacher is qualified to teach, curricular programs that each Teacher prefers to teach, length and location of teaching experience, category rating, related experience, subjects taught and department headships held currently and previously, pertinent conditions of any previous mobility, projected year of retirement and any other information deemed to be necessary by the Staffing Committee.

Each Teacher submits information for the Staff Records List to his/her Principal/Supervisor who collates and confirms its accuracy and submits the information to the Human Resources Department of the Board. In addition, the Teacher submits corrections and new information about his/her qualifications directly to the Human Resources Department.

#### 3.2 Guidelines for Sequencing Names on the Staff Records List

One full year of seniority accrues to full-time Teachers, to part-time Teachers, to 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.

Teachers returning to the Secondary Panel following an interpanel transfer are considered to have the same seniority in the Secondary Panel as if they had remained in the secondary Panel.

Human Resources then applies the following criteria in descending order of priority in accordance with documentation submitted to Human Resources by April 1st of each year:

- \* continuous teaching experience in Hastings County secondary public schools:
  1. For Teachers whose contract began prior to 1977 September 01 "continuous teaching experience" is deemed to include the total teaching experience in Hastings County secondary public schools.

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

2. After 1985 May 01, Teachers new to the 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 secondary schools. Permanent contracts have priority over probationary contracts.
  - category rating (from highest to lowest), as of April 1st.
  - teaching experience outside the Board recognized for payroll purposes.
  - related experience recognized for payroll purposes.
  - extra degrees paid.
  - subject qualifications as indicated on the Ontario Teacher's Qualification Record Card.
  - if still necessary, a decision is made by the Director.

### 3.3 Teacher Percentage Entitlement Rights

If a Teacher's percentage of time is altered during any staffing process, the Teacher retains entitlement to his/her highest percentage of teaching time. Other reductions or increases in teaching assignments may only be effected by the mutual consent of the parties.

### 3.4 Return of Teachers and Department Heads from Leaves of Absence and Support Staff

**NOTE** During the 1992-93 school year, the conditions of the Special School Closure Protocol apply to 3.4.

A Teacher or department head who begins a leave of absence or who begins a term of service on the Support Staffs of 1991 September 01 and who subsequently returns from the leave or who completes the term of service is subject to the staffing processes.

A Teacher or department head who has taken a leave of absence or who began a term of service on the Support Staff before 1991 September 01 is subject to the provisions of the Collective Agreement dated 1989 September 01.

A Teacher who accepts a Support Staff position retains entitlement to his/her responsibility allowance during the period on Support and to an equivalent position of responsibility upon return to a secondary school.

A Memorandum of Understanding specifies the agreed conditions of the Support Staff assignment and of the re-entry into a secondary school staff. Changes to this Memorandum must be mutually acceptable.

For a Teacher who held a position of responsibility immediately prior to taking a leave of absence of up to one year that position of responsibility shall be returned to the Teacher at the end of the leave period, subject to the staffing processes (see Section V Staff Assignment and Transfer Procedures, 2.0).

A Teacher who is granted a Federation Officer Leave and who requests the right to return

to his — school of origin and to the same position of responsibility, submits a written notice to the Staffing Committee within seven (7) days of the granting of the leave. In instances where a notice is not made, the Teacher is added to the Education Centre Secondary Branch List.

#### 4.0 **STAFFING COMMITTEE**

##### 4.1 **Composition of the Staffing Committee**

The Staffing Committee is composed of the principals of the secondary schools, one representative from each Secondary School (the representative to be elected by the Teachers in the Secondary School), one Superintendent and the Human Resources Officer, Teaching Staff. The Principals and the elected staff representatives will select a Chair with voting rights from among the principals and staff representatives.

##### 4.2 **Responsibilities of the Staffing Committee**

The Staffing Committee manages the processes for the interschool movement of Teachers.

Each principal is responsible for the deployment of the staff in his/her school.

The secondary principals on the Staffing Committee are responsible for the reassignment of staff, as necessary, to ensure that each school has the best fit to meet the learning needs of students.

The Federation members of the Staffing Committee appointed by the Federation represent the interests of Teachers in the deliberations of the Staffing Committee.

The Superintendent represents the senior administration.

The Human Resources Officer, Teaching Staff acts as recording secretary.

##### 4.3 **Procedures of the Staffing Committee**

The Staffing Committee selects a chair and develops, reviews and alters such operating practices as it deems necessary for the efficient implementation of its mandate, provided that no practice contravenes the provisions of the Collective Agreement.

The Staffing Committee establishes a Mobility Subcommittee, chaired by one of the Federation appointees to the Staffing Committee.

Staffing Committee operating practices are recorded in writing.

The Staffing Committee meets at the call of the Chair of the Staffing Committee.

All planning information is updated continually.

As information on the status of staffing becomes available, it will be released by agreement of the Staff Committee.

A Staff Advisory Committee is elected in each secondary school to assist the school's representative on the Staffing Committee.

The deliberations of the Staffing Committee are confidential to the Staffing Committee.

except as provided in other parts of this clause.

## 5.0 SCHOOL STAFFING NEEDS

### 5.1 Determination of School Staffing Needs

To estimate staff allocation needs and to determine program needs, the Principal of each secondary school, in consultation with the elected Staff representative, considers the school's specific goals, leadership needs, student option selection data, staffing formulas, staff retirements, staff mobility and leaves, qualifications of available staff, staff preferences, and such other criteria as may be specified by the Staffing Committee.

The Principal submits information pertinent to estimating and determining the school's needs to the Staffing Committee.

Senior administration presents information pertinent to the re-entry of Teachers from the Education Centre Secondary Branch into secondary schools and information on external hiring as it becomes available.

The Staffing Committee collects, collates and analyzes the estimates and needs which are received.

Information pertinent to new and changing needs that may lead to mobility or reassignment is submitted as soon as possible.

Each principal in association with the rest of the Staffing Committee compares the estimates and needs with the qualifications and teaching preferences of staff to:

- (i) identify specific staffing requirements for each school, and
- (ii) identify specific individuals who may be available for service in other schools.

## 6.0 MOBILITY AND REASSIGNMENT

**NOTE** During the 1992-93 school year, the conditions of the Special School Closure Protocol apply to 6.2.

### 6.1 Postings and Applications for Mobility

Each January, each Principal reviews the various staffing procedures with his/her staff.

The Staffing Committee publicizes the staffing requirements by postings numbered "Pink Sheet Staffing Bulletins" in each school. Staffing requirements will be published each year as close to the beginning of February as possible and updated continuously. No secondary school publicizes its requirements independently.

The Chair of the Staffing Committee coordinates the wording of the advertising in such a way that positions in different schools (if identified) are worded consistently and that special Ministry qualification requirements are indicated.

Secondary Teachers under contract may apply for:

- (a) Mobility to a posted position in a school, or

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

- (b) Mobility to a school which has not posted any positions which the Teachers deems to be suitable, or
- (c) Mobility to a school which has posted no positions.

Teachers apply for Mobility by submitting an application and such other information as the Staffing Committee requires.

### 6.2 Factors Related to Mobility and Reassignment

The Staffing Committee finalizes moves at such times as it may deem appropriate, subject to the following:

A Teacher's Mobility is deemed to be complete when a Memorandum of Mobility is signed by the Teacher, the Receiving Principal, the Sending Principal and the representative of the Senior Administration. The Memorandum of Mobility specifies the nature, term and other conditions of the move. The Chair of the Staffing Committee arranges the signings of the Memorandum of Mobility.

The Principals and Senior Administration, in consultation with the Staffing Committee, retain the right to use a process of Reassignment to address program and staffing needs which may not have been met through the mobility process.

Administrative reassignments are confirmed in a memorandum of reassignment from the Chair of the Staffing Committee to the Teacher.

Except by mutual agreement, part-time positions are designed in such a way that a part-time Teacher who is moved does not spend more than one period between scheduled classes.

Instances where a Teacher is moved to a teaching assignment in two schools in a day, the Teacher is given adequate travelling time between the two schools.

A Teacher is not moved nor reassigned to a school which is more than 65 km distant from his/her current school without that Teacher's consent.

At least one Teacher from North Hastings High School is given an opportunity for Mobility each year subject to available positions.

Federation Officers on Federation leave are given top priority for Mobility, if requested.

When, as a result of the deliberations of the Staffing Committee, the possibility of the need for a Reassignment of a Teacher appears likely, the Teacher is informed by the Principal, orally and in writing, that a move is being considered. The reasons for the Reassignment are listed. This information is given in the presence of the Branch President. The Teacher may provide information pertinent to the proposed Reassignment at this time.

As a result of an Administrative Reassignment, no Teacher with added position(s) of responsibility receives a reduction in Units of Administrative Strength.

Teachers who have been reassigned may apply for mobility to an alternate school from their new school.

Each Principal, in consultation with his/her Branch Executive, develops school and departmental plans to facilitate the entry of moved and reassigned Teachers

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

school.

The receiving Principal contacts the Teacher and discusses the teaching assignment and the roles that the Teacher will play in the new school as soon as it is practicable to do so.

Teachers who are moved by any staffing process are *subject* to the Transfer and Surplus process in the schools at which they have been relocated.

### 6.3 Conditions for Hirings

No Teacher will *lose* his/her contractual entitlement with The Hastings County Board of Education as a result of external hiring done by the Board when the Teacher is qualified to teach in subject areas for which the externally acquired Teacher was hired.

If only a fractional position exists in a school, part-time Teachers in that school who are available for scheduling and who are qualified are offered the additional time in order of seniority.

Teachers who are hired externally are added to the Staff Records List and are assigned to the Education Centre Secondary Branch until such time as they are assigned to a secondary school by the Staffing Committee. Teachers who are hired externally for individual schools through advertising in July and August will be placed temporarily in those schools. In September the positions for which the external teachers were hired will be posted (pink sheeted) in the system. Teachers currently under contract who are interested shall be considered for placement in these positions. In September of the following year, subject to the continued availability of such positions.

### 7.0 CHANGE OF MUNICIPALITY AND TERMINATION LETTERS

In accordance with the Education Act, 'Change of Municipality' Letters are delivered prior to May 1st. In accordance with Board practices, all Teachers receive the 'Change of Municipality' Letters.

In accordance with the Education Act the Termination Letters are delivered on or before May 31st to the Teachers who may be surplus to the system. The letters are distributed by the Principals in the presence of a Federation representative.

Termination Letters state the effective dates of termination and the reasons for the termination.

### 8.0 TRANSFER AND SURPLUS

For the purposes of this section:

Available for Transfer means after the application of the Staffing Formula and a consideration of program needs indicates a position is no longer available for a teacher at his/her school that teacher is declared available for transfer from that school.

Offer refers to a commitment by the Board to provide positions for Teachers affected by Transfer and Surplus. An Offer occurs during the Transfer and Surplus process when there is:

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

- (i) an alteration of the entitled percentage of teaching time

OR

- (ii) a relocation to a school which is more than 35 km from the Teacher's current school.

Rejection of an Officer does not jeopardize the Teacher's position on the Teachers Available for Transfer List, the Surplus List, the Recall List and the County and School Staff Records List.

Placement refers to commitments by the Board to provide positions for Teachers affected by Transfer and Surplus. It occurs during the Transfer and Surplus process when:

- (i) the teacher is qualified, or will become qualified, to teach in the position;  
(ii) there is no alteration of percentage of teaching time; and  
(iii) 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 County and School Staff Records List. If the Teacher is rehired "continuous experience" is deemed to be broken.

Surplus to the System occurs during the Transfer and Surplus process when it becomes known that there are more Teachers on staff in the Hastings County Public Secondary Schools than there are positions available after the application of the appropriate Staffing Formula and the Transfer and Surplus process. A Teacher for whom no position exists is then declared Surplus to the System.

### 8.1 Inauguration of Transfer and Surplus

In the event that the application of the Staffing Formula on May 29th (or the last school day prior to May 29th) indicates that a Teacher may be available for transfer from any secondary school or from the Education Centre Secondary Branch or that any Teacher may be surplus to the system, the Chair of the Staffing Committee inaugurates the following provisions of Transfer and Surplus.

### 8.2 Guidelines Used to Determine Who May Be Available for Transfer from a School

In consultation with the school Federation Representatives, the Principal of each secondary school identifies Teachers available for transfer by applying the following guidelines to the sequence of Teachers on the Staff Records List who will be assigned to his/her school in the following September:

- (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 as well as the incumbent.
- (b) Teachers who become surplus to the school are the most junior Teachers on the Staff Records List.
- (c) In instances where special Ministry requirements are needed to teach a program, a

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

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.

- (d) A Teacher may not voluntarily put himself/herself on the Teachers Available for Transfer List.

### 8.3 Reduction of Time Due to Unavailable Program During the Transfer and Surplus Process

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:

- (a) he/she may accept the reduced percentage, or  
(b) he/she may accept his/her placement on the Teachers Available for Transfer List for the full percentage of time to which he/she is entitled.

### 8.4 Description of Positions Available to Teachers Available for Transfer

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 entitlement 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 Chair of the Staffing Committee. "Position descriptions" are written in such a way that special Ministry qualification requirements are indicated.

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

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 in a school which may be combined are indicated.

### 8.5 Compiling of Selection Sheets for Transfer and Surplus

The chair of the Staffing Committee provides guidelines and instructions for the Teachers involved in the completion of the selection sheets.

The Chair of the Staffing Committee compiles the information into a Teacher selection sheet which contains a description of all junior positions, the openings and the Ministry qualifications required for each position. Teachers are instructed to indicate their preferences in order of priority.

### 8.6 The Selection Process During Transfer and Surplus

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.

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

This Teacher is not placed in that position and maintains his/her position on the Transfer and Surplus List. However, the Staffing 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 (100%).

### 8.7 The Offer and Placement Procedures in Transfer and Surplus

The completed selection sheets are collected and brought by the Principals to the Staffing Committee.

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

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 which they 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 a situation arises 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 consider taking the qualifying course(s).

The receiving Principal notifies the Teacher of his/her Placement or Offer in the presence of an OSSTF Branch Affiliate representative and advises him/her that he/she has forty-eight (48) hours from that time 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 rejection ends the Board's commitment to the Teacher. If the Teacher is subsequently rehired, continuity of 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 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 1st of the year of the leave.

### 8.8 Interpanel Placement After Transfer and Surplus

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.

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

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 the Staffing Committee. Principals with vacancies in their schools, the Principals of the Teachers Surplus to the System in the other Panel, and the Associate School Group (ASG) Superintendents, one Hastings Women Teachers' Association (HWTA) representative, one Ontario Public School Teachers' Federation (OPSTF) representative, and three Ontario Secondary School Teachers' Federation (OSSTF) representatives are invited to attend.
- The Staffing Committee makes the decision concerning placement of teachers from the Elementary Panel.
- Elementary Teachers who are not placed in a secondary school by this process remain surplus to the system in the Elementary Panel.
- Secondary Teachers who have accepted positions in the Elementary Panel may return to the Secondary Panel after an absence of up to two (2) years from the Secondary Panel. The Teacher notifies Human Resources or the Chair of the Staffing Committee of his/her intention concerning the return by April 1st. If the Teacher is returning, his/her name is added to the list of Teachers at the Education Centre Secondary Branch and he/she is subject to the regular staffing process from there.
- Elementary Teachers placed during this process must be qualified according to Ministry guidelines to teach in their program in the Secondary Pad.
- Membership affiliation of a Teacher transferred into the Secondary Panel is governed by Ontario Teachers' Federation (OTF) policy.
- This process must be completed by August 31st.

### 8.9 Summer Break Procedures

Principals accommodate the expertise and interests of incoming Teachers as much as possible and members of the Staffing Committee are notified in writing through the Chair of the Staffing Committee of any changes in a transferred Teacher's timetable.

During the months of July and August, Placements and Offers are centrally co-ordinated by the Chair of the Staffing Committee and by Human Resources. The Division President or his/her designate is involved in all Placements or Offers during the summer break.

Teachers who are Surplus to the System at the end of June are responsible for maintaining contact with the Chair of the Staffing Committee and with Human Resources.

### 8.10 Teachers Unplaced by September 1

Teachers who are Surplus to the System and who have not rejected a Placement remain on the Surplus List until May 31st of the year immediately following. They 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 provided that they do not reject a Placement.

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

Teachers who are recalled from the Recall List are considered *not* to have continuous experience.

### 8.11 September Procedures

In September, the Staffing Committee examines and addresses the staffing needs in the County. The Staffing Committee fills positions that become available in any school in the in the following order:

- \* by Placement in or Offer of positions to Teachers on the Surplus List in order of seniority;
- by Placement In or Offer of positions to Teachers on the Recall List in order of seniority;
- then, by increasing the entitlement of current Teachers at the affected school.

## 9.0 REVIEW OF STAFFING PROCEDURES

Annually in October a Committee composed of the members of the Staffing Committee and the Branch Presidents reviews staffing policies, processes and procedures of the Staffing Committee.

### 9.1 Appeals

Appeals to reverse Reassignments are made in writing to the Director. Teachers may cite undue hardships, lack of due process and lack of procedural fairness as reasons for this appeal.

### 9.2 Offer to Surplus Teachers of Teaching Positions in Summer School and Night School

The Board will use its best efforts to offer to surplus Teachers teaching positions in summer school and night school credit courses. It is understood that the terms and conditions of employment with respect to such positions are determined by the appropriate sections of this Collective Agreement.

### 9.3

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 individual Placement Review Committee process.

Anyone teaching a designated program, Learning Disabilities Program, Modified Basic (Services) Program or a Gifted Program requires Special Education, Part I on his/her Ontario Teachers' Qualification Record Card (OTQRC) by the time the program begins in the 1985/86 school year, and thereafter.

Qualifications to teach designated programs is determined by the Superintendent in charge of Special Education Services.

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. The proposed staff

## V. STAFF ASSIGNMENT AND TRANSFER PROCEDURES

assignments are presented to the Associated School Group Superintendent for approval.

The Director of Education, through each Principal, encourages Teachers to seek qualifications beyond those required by the Minister of Education.

It is the expectation that there will be a Special Education Head in each school.

### 9.4 Relocation Allowance

Excluding Transfer and Surplus and Mobility, any Teacher who is relocated as a result of an Administrative Reassignment to a school more than eighty (80) kilometres distant from his/her current school and who finds it necessary to change the location of his/her residence to the same municipality as the new school, is reimbursed for moving expenses up to a maximum of \$750.00 Payment is made on the effective date of relocation.

**VI. SCHOOL ORGANIZATION,  
TIMETABLING AND WORKLOAD**

1.0 SCHOOL STAFF ADVISORY COMMITTEE (SAC)

- 1.1 There shall be a Staff Advisory Committee in each school.
- 1.2 The Staff Advisory Committee shall be composed of a minimum of 6 members as follows:
- (i) 3 elected TPA staff members
  - (ii) the OSSTF Branch President
  - (iii) the Staffing Representative
  - (iv) the Principal.

- 1.3 In the matter of staffing, the Staff Advisory Committee shall be responsible for:
- (i) assisting the Staffing Representative in making the calculations of school staffing needs in accordance with the staffing formula;
  - (ii) ensuring compliance with the guidelines for timetabling;
  - (iii) recommending, if necessary, any modifications made to in-school timetabling at any time during the school year.

The Staff Advisory Committee shall meet at least four (4) times per year and shall report in writing on its activities to the full school staff at the staff meeting next following any meeting of the Staff Advisory Committee.

2.0 School Staffing Needs

- 2.1 To estimate staff allocation needs and to determine program needs, the Principal of each secondary school, in consultation with the elected Staff representative, considers the school's specific goals, leadership needs, student option selection data, staffing formulas, staff retirements, staff mobility and leaves, qualifications of available staff, staff preferences, and such other criteria as may be specified by the Staffing Committee as stated in Section V - Article 5.1.
- 2.2 The Calculations of the school's staffing needs shall be made in accordance with the component staffing formula:

## 3.0 METHOD OF CALCULATING STAFF MEMBERS - SECONDARY SCHOOL STAFFING (1996-1997) &lt; 1

All calculations except GRAND TOTAL correct to 3 decimal places.

SCHOOL:		Date:	
<b>1.0 COMPONENTS OF PROGRAM</b>			
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.	v)	
vi)	Total No. of Students (F.T.E.)	vi)	O.P.E. Total
<b>ENROLMENT BASE (Deduct and Enter in Appropriate Line Below)</b>			
vii)	O.P.E. for Modified Basic - Services (F.T.E.)	vii)	A
viii)	O.P.E. for Designated Alternative Program (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.) x ii)	x)	line vi - (line vii + viii + ix)
	(Less 2.5% for Student Leaving)		
xi)		xi)	D
<b>AVERAGE STUDENT CREDIT SELECTION (Average of Last Three Years)</b>			
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)	7.5	H
<b>PERCENTAGE DISTRIBUTION OF S.C.S. IN PROGRAM AREAS REGULAR PROGRAMS</b>			
(Average of last three years expressed as decimals)			
Note: in the 1993-94 year only, where "W" level classes exist, they shall be classified as General Level classes.			
<b>Advance Level:</b>			
Academic and Business			I
Technical and Family Studies			J
Co-op. Ed. Credit Studies			K
<b>General Level:</b>			
Academic and Business			L
Technical and Family Studies			M
Co-op. Ed. Credit Studies			N
<b>Basic Level:</b>			
Academic and Business			O
Technical and Family Studies			P
Co-op Ed. Credit Studies			Q
<b>(TOTAL MUST EQUAL 1.000)</b>			

## VI. SCHOOL ORGANIZATION, TIMETABLING AND WORKLOAD

SCHOOL:		Date:	
AVERAGE NUMBER OF CREDITS (as determined to be taught per teacher/per program)			
<b>ADVANCE LEVEL</b>			
Academic and Business	163	R	
Technical and Family Studies	117	S	
Co-op Ed. Credit Studies	117	T	
<b>GENERAL LEVEL</b>			
Academic and Business	157	U	
Technical and Family Studies	117	V	
Co-op Ed. Credit Studies	117	W	
<b>BASIC LEVEL</b>			
Academic and Business	99	X	
Technical and Family Studies	99	Y	
Co-op Ed. Credit Studies	117	AA	
<b>TASS</b>	all levels		
<b>SPECIAL EDUCATION</b>			
Basic Level Modified (at designated schools)	90	BB	
Designated Alternative Programs (officially approved)	60	CC	

**2.0 CALCULATION OF BASE STAFF ADVANCED LEVEL**

Academic and Business	$DxGxI + R$	x x		1
Technical and Family Studies	$DxGxJ + S$	x x		2
Co-op. Ed. Credit Studies	$DxGxK + T$	x x		3
<b>GENERAL LEVEL</b>				
Academic and Business	$DxGxL + U$	x x		4
Technical and Family Studies	$DxGxM + V$	x x		5
Co-op Ed. Credit Studies	$DxGxN + W$	x x		6
<b>BASIC LEVEL</b>				
Academic and Business	$DxGxO + X$	x x		7
Technical and Family Studies	$DxGxP + Y$	x x		8
Co-op Ed. Credit Studies	$DxGxQ + Z$	x x		9
<b>TASS (all levels)</b>	$CxH + AA$	x		10
<b>SPECIAL EDUCATION</b>				
Basic Level Modified (at designated schls)	$AxE + BB$	x		11
Designated Alternative Programs (all levels)	$BxF + CC$	x		12
<b>SUB TOTAL</b>				<b>13</b>

VI SCHOOL ORGANIZATION, TIMETABLING Am) WORKLOAD

SCHOOL:		Date:
Principal	1.0	15
Vice Principal	2.0	16
Department Head	2.0	17
Inter Departmental Special Ed. Staff	1.0	18
Library	.00155 x O.P.E. = x =	19
Counseling Services	.0033 x O.P.E. = x =	20
<b>SUB TOTAL</b>		<b>21</b>
1) Non credit reading lab		22
2) Small class factor		
a) If Enrolment below	(M.H, CH, THS, BSS)	If Enrolment below
1100 add 2/8		(GSS, CSS, MSS)
1000 add 3/8		1100 add 1/8
900 add 4/8		1000 add 2/8
800 add 5/8		900 add 3/8
700 add 5/8		800 add 4/8
		700 add 5/8
b) If there are fewer than twenty-four Basic and Modified Basic students (combined) in a grade, add 2/8 of a teacher (M.H, CH, THS, BSS)		23
Grade	9 10 11 12	
# of Students	_____	24
Addit. Staff	_____	
<b>SUB TOTAL</b>		<b>25</b>
6.0 PROGRAM MAINTENANCE/CURRICULUM DEVELOPMENT (2.25 Teachers assigned across the secondary panel at the discretion of the Superintendent of Curriculum)		26
<b>GRAND TOTAL (Correct to Two Decimal Places)</b>		<b>27</b>
7.0 SYSTEM ADD-ONS: Program Name _____ Note: This is not part of the Formula		28
<b>GRAND GRAND TOTAL (Correct to Two Decimal Places)</b>		<b>29</b>

**SOCIAL CONTRACT REDUCTION** If the total secondary teaching staff in the Board as generated by the Staffing Formula is greater than 450.47 (Social Contract base staffing) then the County Staff shall be reduced by 23 to be distributed among the schools on a proportionate to staffing basis. If the total staffing is less than 450.47 then each school shall reduce its staff by 4.3%.

## VI. SCHOOL ORGANIZATION, TIMETABLING AND WORKLOAD

### 4.0. GUIDELINES FOR TIMETABLING STAFF

Timetable assignments are a critical component of meeting:

- (i) the needs of programs and students
- (ii) the on-going professional needs of teachers and
- (iii) the needs of the school for flexibility in subject expertise among its professional staff.

In determining staff assignments, the Principal and/or Vice-Principal in charge of timetabling, the Staff Advisory Committee and Department Heads/Teachers in charge of organizational units shall ensure compliance with the following guidelines:

1. In order to maintain reasonable class sizes, all staff, regardless of position, shall be available for instructional duties in the regular classroom.
2. Staff assignments are based on the best fit of student and program needs, Teacher qualifications and the professional needs of Teachers.
3. Every effort shall be made to accommodate Teachers' course preferences/interests.
4. Each school shall identify in writing the consultative process used with staff to determine timetable assignments.
5. Adjustments to timetable assignments may be necessary after final timetable assignments to:
  - (i) assist another staff member to improve upon an area of concern;
  - (ii) allow a staff member to acquire new qualifications;
  - (iii) accommodate a new staff member who possess the qualifications necessary to fill a vacancy;
  - (iv) allow a staff member an opportunity to gain experience in an area for which s/he is qualified;
  - (v) accommodate staff members who teach in a variety of subject areas;
  - (vi) accommodate system/school/staffing/timetabling processes.
6. Where a teacher has been required to make a timetable adjustment every attempt will be made to accommodate that person's preferences in the next timetable assignment process.

#### Appeal Process

Any appeal shall be based on a perceived misapplication of the guidelines for timetabling staff.

#### Step I

Teachers who are not satisfied with their designated assignments may present their concern to (i) the Department Head/Teacher in charge of the organizational unit and/or (ii) administrator responsible for timetabling and/or (iii) Staffing Representative. If there is no satisfactory resolution to the concern, teachers may request a meeting with the School Staff Advisory Committee. The Staff Advisory Committee will make a recommendation to the Principal based on the guidelines for timetabling.

#### Step II

A teacher may seek a final resolution through the grievance procedure.

### 5.0 WORKLOAD

- 5.1 No Teacher shall be assigned more than one hundred and ten percent (110%) of the average number of credits, as determined to be taught per Teacher/program and as defined 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 in that semester/term.

In addition to supervision and 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 six (6) periods per day in a ten (10) period unsemestered school.

#### 5.2 On-Calls

- 6) A Principal shall hire a supply Teacher to perform the duties of a teacher who is absent because

## VI. SCHOOL ORGANIZATION, TIMETABLING AND WORKLOAD

of illness, subject to the limitations imposed by the current supply teacher budget.

- (ii) If no supply Teacher is available to substitute for a Teacher who is absent, a Principal may assign teachers who are "on-call" during their preparation time.
- (iii) The Principal shall ensure an equitable distribution of "on-calls" among the teaching staff and shall keep a record thereof.

### 6.0 SCHOOL ORGANIZATION

6.1 Units of Administrative Strength shall be allocated to each secondary school on the following basis:

- (i) a basic allotment of 30 units
- (ii) one unit for each complete 100 students over 1000 enrolment
- (iii) one of
  - (a) one unit for 30 - 59 Basic Level students
  - (b) two units for 60 or more Basic Level students.

Units of Administrative Strength are applied such that a Department Head/Teacher in charge of an organizational unit receives a minimum of two units.

A Department Head is a Teacher who is qualified in accordance with Ministry regulations and who is in charge of a Department.

Openings for leadership positions to which two Units of Administrative Strength (or more) have been applied shall be advertised to all Teachers in the Board.

Only full-time Teachers shall be eligible for positions to which Units of Administrative Strength have been assigned.

6.2 The principal is in charge of school organization:

6.2.1 The Principal shall be assisted by the Staff Advisory Committee.

6.3 The Staff Advisory Committee of each school shall be responsible for:

- 6.3.1 assisting the process for the review, development and implementation of the school organizational plan;
- 6.3.2 recommending the allocation of all UAS and time to positions of responsibility, projects and tasks;
- 6.3.3 ensuring that the concept of career planning has been incorporated in the school's leadership structure;
- 6.3.4 communicating the criteria for selection and terms of each leadership position within the school and the system;
- 6.3.5 keeping regular minutes of decisions and recommendations made in this area on file and available to staff.

6.4 The Staff Advisory Committee shall recommend the allocation of UAS and time for added responsibility in accordance with the guidelines of the Steering Committee and in consultation with the CBC of District 19, Hastings TPA.

- 6.4.1 Teachers who currently hold positions of responsibility to which two UAS are attached and who find their position eliminated as a result of a school's organizational plan shall be allowed to maintain the gross salary level achieved at the time of reorganization until June 1997.
- 6.4.2 Teachers who currently hold positions of responsibility to which two UAS are attached and who are in their last five years of teaching for pension purposes, defined as attaining the 90 factor (Teachers' Pension Plan) or age 65, shall retain their responsibility allowance and the right to basic salary adjustments for a period of five (5) years, subject to continuing satisfactory performance. If the position of responsibility is eliminated as a result of a school's organizational plan the teacher shall be assigned additional duties of responsibility.
- 6.4.3 In granting either of these provisions, the Staff Advisory Committee shall not exceed the current allocation of UAS.

6.5 The Staff Advisory Committee shall operate by consensus.

6.6 The Principal shall file annually with the Superintendent assigned by the Board and the Hastings TPA

## VI. SCHOOL ORGANIZATION, TIMETABLING AND WORKLOAD

President a school plan, updated where appropriate, which describes the positions of responsibility and selection criteria.

- 6.7 Copies of the plan shall be filed with the Superintendent of Educational Services and the Hastings TPA President by June 1 for implementation the following year.
- 6.8 The positions of responsibility listed in each plan shall be recognized by the Board.
- 6.9 Any amendment to a school's plan must first be approved by the Staff Advisory Committee, then the Principal and the Superintendent assigned by the Board.

### 7.0 STEERING COMMITTEE

- 7.1 There shall be a joint Board/OSSTF Steering Committee to oversee the implementation of the recommendations of the Leadership Study.
- 7.2 The Steering Committee shall be composed of 3 members from the Board and 3 members from District 19, OSSTF, Hastings TPA. The President of District 19 Hastings TPA and the Superintendent assigned by the Board shall be two of the 6 members.
  - 7.2.1 The President of District 19 Hastings TPA and the Superintendent assigned by the Board shall co-chair the Steering Committee.
- 7.3 The Steering Committee shall be responsible for:
  - 7.3.1 developing commitment to the underlying assumptions of the Leadership Study and the key concepts of equity, flexibility and adaptability;
  - 7.3.2 developing a process whereby schools can review, develop and implement school organizational plans;
  - 7.3.3 developing guiding principles to assist schools in the allocation of UAS and time for added responsibility;
  - 7.3.4 training staff advisory committees in team building and problem solving at the school level.
- 7.4 The Steering Committee shall report annually to the Board and the District 19 Hastings TPA Executive.
- 7.5 The Steering Committee shall endeavour to operate by consensus as a role model to school-based decision making groups. Where there is failure to reach agreement, however, the item(s) in dispute shall be the subject of continuing negotiations between the Board and District 19, Hastings TPA.
- 7.6 The following items shall be the subject of continuing discussions by the Steering Committee:
  - the establishment of equivalency qualifications for positions of responsibility which vary from school to school
  - term appointments for principals/vice-principals
  - the nature of term appointments
  - the role of staff in the selection of principals and vice-principals
  - the performance evaluation process for positions of responsibility
  - the design and funding of secondary leadership training programs
  - conflict of interest guidelines for school Staff Advisory Committees
  - all other issues related to positions of responsibility, principalships and vice-principalships which may arise as a result of these discussions, new school organizational structures or amendments to the Education Act and its associated Regulations.
- 7.7 The pool of successful vice-principal or principal candidates shall be limited to a two-year period.

### 8.0 TERM APPOINTMENTS

- 8.1 All positions of responsibility shall be term appointments of 3 to 5 years for all positions to which two or more UAS are attached and 1 year for all positions of responsibility to which 1 UAS is attached. There shall be no fractional units attached to any position of responsibility.
- 8.2 All positions of responsibility filled before June 32, 1994 shall be designated term appointments as of June 1997.

VI. SCHOOL ORGANIZATION, TIMETABLING AND WORKLOAD

- 8.2.1 All positions of responsibility filled for the 1995-96 school year shall be designated term appointments and assigned a duration of three to five years.
- 8.2.2 All positions of responsibility created or filled after January 1996 shall be term appointments under the conditions of this agreement.

## **VII. CONTINUING EDUCATION TEACHERS' AGREEMENT**

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## VII. CONTINUING EDUCATION TEACHERS' AGREEMENT

### 1.0 General Conditions and Definitions

- 1.1 Continuing Education for the purpose of this Collective Agreement refers to the Summer School and Night School Program of credit courses offered by The Hastings County Board of Education.
- 1.2 The Board recognizes that the Ontario Secondary School Teachers' Federation is the sole authority to bargain for 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 to by the parties, no other terms and conditions in the Collective Agreement shall apply to Continuing Education Teachers.
- 1.3 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.
- 1.4 A credit shall be defined for the purpose of this Agreement as a course of studies taught in Night School or Summer School program for the number of hours determined by Ministry of Education requirements for the granting of credits and Hastings County Board of Education guidelines for improvement credits. New credits shall be not less than 90 hours.
- 1.5 Courses of studies shall meet the requirements of the Ministry of Education and The Hastings County Board of Education. Approved County programs where available must be used in all subjects.
- 1.6 Summer School credits shall be granted by the Principal of Summer School who must be a qualified Principal. Night School credits shall be granted by the Principal of Night School who must be a qualified Principal.
- 1.7 The Board shall post a notice by April 1st in each secondary school and the Education Centre inviting applications to teach credit courses in the ensuing Summer School Program.
- 1.8 The Board shall post a notice by September 15th in each secondary school and the Education Centre inviting applications to teach credit courses in the ensuing Night School Program.

### 2.0 Salary Schedule

- 2.1 Summer School Principals and Night School Principals are paid a salary. Continuing Education Teachers, Guidance Personnel and Librarians are paid an hourly wage.

For 1996-97 the Parties agree that full courses shall be based on the following maximum numbers of hours:

Night School	-	up to 120.0 hours
Summer School	-	up to 112.5 hours

- 2.2 It is understood and agreed that the salary rate per credit includes the requirement for performing all of the normal, regular and associated duties as required, including registration, instruction, individual assistance, examination and reporting to parents.
- 2.3 A Teacher shall be required to be present in school only during the time when he/she is performing normal, regular and associated duties.
- 2.4 Where the credit course the teacher has been hired to teach is cancelled, and the cancellation occurs after the Teacher has begun classes, the Teacher shall continue to be employed for a minimum of two (2) instructional classes and shall be assigned duties by

the Administrator or Night School Program.

- 2.5 The Board may pay a responsibility allowance for a subject co-ordinator in the areas of English, Mathematics or Science. If the Board determines in consultation with the Summer School Principal, that co-ordinators are needed in one or more of these areas, the full allowance will be paid.
- 2.6 The salary schedule for their term of this Collective Agreement (1996 September 01 to 1997 August 31):

	<u>Sept. 1/96</u>
Night School Teachers	\$28.85/hr.
Summer School Teachers and In-Class Driver Ed.	\$28.85/hr.
Night School Principal:	
- South Hastings	\$7,876.00
- Centre Hastings	\$2,364.00 plus \$90.00/course
Summer School Principal	\$5,950.00
Summer School Co-ordinator	\$ 819.00

### 3.0 Method of Payment

- 3.1 Night School Teachers are paid monthly in equal instalments. Payment is by bank deposit.
- 3.2 Summer School Teachers are paid bi-weekly according to time sheets submitted by the Summer School Principal. Payment is by cheque.
- 3.3 The Board shall deduct 0.12% of gross salary from each Teacher's salary. This deduction will be made on the final instalment of monies owing for each Summer School and Night School Program. These funds will be forwarded to Hastings TPA of OSSTF.

### 4.0 Staffing and Seniority

- 4.1 Continuing Education Teachers employed by The Hastings County Board of Education shall:
- (a) hold a valid certificate of qualification as a Teacher in a secondary school in Ontario;  
or
- (b) hold a Letter of Standing granted by the Minister under the Education Act; or
- (c) have been granted a Letter of Permission by the Minister.
- 4.2 Teachers employed as Permanent or Probationary Teachers by The Hastings County Board of Education shall have first preference for Continuing Education Teachers positions over Teachers employed by other school systems.
- 4.3 If seniority is to be considered in any situation, seniority shall mean the regular contract seniority with The Hastings County Board of Education as determined by The Human Resources Department and the Transfer and Surplus monitors of the Hastings TPA.
- 4.4 If conditions of surplus or redundancy apply, first preference for Continuing Education Teachers shall be given to surplus Teachers and Teachers who have not been able to obtain their full entitlement, subject to qualifications.

4.5 In the event that the credit course that a Hastings County Board of Education Teacher has been employed to teach during Summer School is canceled prior to the commencement of the course, the redundant Teacher will be placed in the position of:

- (a) the external to Hastings Teacher with the least Summer School experience in the subject area(s) for which the redundant teacher indicated his or her preferences on the application form; or
- (b) if there are no external Teachers, the Teacher with least regular contract seniority with The Hastings Board in the subject area(s) for which the redundant Teacher indicated his or her preference on the application form.

Rejection of the placement will end the Board's obligation to that Teacher. The placement procedure will be administered by the Summer School Principal in consultation with the Superintendent for Continuing Education and the President OSSTF, District 19, Hastings TPA.

4.6 If a continuing education course is canceled after one or more classes have been held, only the Teacher of that class will be affected and the seniority of that Teacher will not affect other Teachers.

5.0 Complaints/Grievance Procedure

If a Teacher or group of Teachers covered by this agreement has a complaint, such Teacher(s) shall attempt to resolve the complaint informally with the Principal of Summer School or the Supervisor of Night School. If the complaint cannot be resolved informally, the complainant should follow the Grievance Procedure as outlined in Section IV. 4.0 of this Collective Agreement. Nothing in the foregoing precludes the Teacher(s) from being accompanied by a Federation Representative.

6.0 Cumulative Sick Leave Plan

6.1 Teachers contracted to teach in the Summer School Program shall be credited with two (2) sick leave days per credit course taught.

6.2 Each probationary and permanently contracted Teacher with The Hastings County Board of Education who is employed at Summer School shall be entitled to have one hundred percent (100%) of the unused portion of his/her sick leave credit per course transferred at the end of Summer School to his/her cumulative sick leave credit with The Hastings County Board of Education.

7.0 Special Leaves

Leave granted in accordance with the following shall be without deduction from pay or sick leave. Requests for a such leave shall be directed to the Principal, or in the absence of the Principal, to the Director as own as the need for leave is known.

7.1 Bereavement Leave:

For the purpose of this clause, immediate family is defined as father, mother (or alternately step-mother, step-father, foster parent or former legal guardian of the Teacher), father-in-law, mother-in-law, brother, sister, spouse, child, step-child or ward of the Teacher, grandparents, grandchildren.

- (i) When a member of the immediate family dies a Teacher shall be entitled to bereavement leave with pay to attend the funeral. such leave shall be for a period of up to two consecutive calendar days; an unpaid extension may be granted by permission of the

## VII. CONTINUING EDUCATION TEACHERS' AGREEMENT

Director.

- (ii) A Teacher shall be entitled to **Bereavement Leave** without pay for a period of up to **one (1) day** to attend the **funeral** of a close personal friend, subject to the approval of the Principal.

### 7.2 Court Leave:

Leave of absence with pay shall be granted to a Teacher,

(i) to serve on a jury; or

(ii) by subpoena or summons to attend as a witness in any proceeding to which the teacher is not a party or one of the persons charged.

### 7.3 Quarantine:

Leave with pay shall be granted for a period of quarantine when declared by the Medical Officer of Health or his/her designate.

### 7.4 Pregnancy/Parental Leave:

Leave shall be granted in accordance with the **Employment Standards Act**.

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## VIII. OTHER

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**1.0 TEACHER/BOARD RELATIONS COMMITTEE**

- 1.1 This committee will be composed of the President and District Officer Hastings TPA, District 19, O.S.S.T.F., two Board representatives and such Resource Personnel as members of the Committee may deem advisable.
- 1.2 The purpose of this Committee is to provide a channel of communication between the Board and Teachers.
- 1.3 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.

**2.0 PRE-NEGOTIATIONS**

- 2.1 The Board and O.S.S.T.F. will assist each other in gathering common data regarding school and systems operations and programs to provide both parties with information required for decision-making during negotiations.

**3.0 SCHOOL CLOSURE**

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.

**4.0 SEPARATE SCHOOL FUNDING EXTENSION**

- 4.1 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 Affiliates.
- 4.2 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.
- 4.3 If, as a 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 Transfer and Surplus 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 Transfer and Surplus process.

**LETTER OF UNDERSTANDING #1**

The North Hastings High School Study Hall Supervisor shall be funded from central funds for the 1996-97 school year.

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5.0 AGREEMENT

- \* 5.1 The representatives of the Board of Education and of the Teachers, OSSTF, District 19 Hastings TPA, have come to mutual agreement regarding all salaries, allowances, fringe benefits and an other matters contained herein.
- 5.2 This agreement shall be in effect from 1996 September 01 and shall continue up to and including 1997 August 31—and supersedes any *previous agreement* between the Board and the Secondary School Teaching Staff.
- 5.3 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.
- 5.4 Amendments (deletions, additions or substitutions) shall be made only by mutual consent of the Parties concerned in this Collective Agreement.

Dated at Belleville this 26 day of November, 1996.

For the Hastings TPA of the Ontario Secondary School Teachers' Federation

B. Lottally  
Bruce Wilson

For The Hastings County Board of Education

Grace McKeown  
Louis N. Hamonaka

**MEMORANDUM OF AGREEMENT**  
**between**  
**THE HASTINGS COUNTY BOARD OF EDUCATION**  
**and the**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**DISTRICT 19, TPA**

In order to limit the extent of staff reduction and layoffs resulting from the Ontario Provincial Government's expenditure cuts and grant reductions, the following agreements have been made for the 1996-97 school year, subject to ratification by the Board and the Federation.

1. **The cash savings target of \$737,700.00 has been achieved by a combination of credits and other cost savings measures agreed to by both Parties.**
2. **Redeployment of a minimum of 2 FTE per school from the Administrative and Student Services Staff/Designated Alternate Staffing component of the staffing formula (Section 4.0 and Section 2.0, line 12) shall take place for the 1996-97 school year so as to maintain reasonable class sizes. No component shall be identified for more than 50% of the required redeployment.**
3. **Additional cost savings which accrue in the 1996-97 school year shall be credited to the Federation in the following manner:**

LTD **non-integrated** savings for new cases effective February 1996\*

**100%** of the replacement savings for teachers on LTD

**100%** of the replacement savings for teachers on leaves of absence

**100%** of the savings for non-replacement by mutual agreement of the Board and the Federation

**100%** of other cost saving factors agreed to by both Parties'

Costs (if any) associated with any of the identified measures named above shall be debited to the Federation.

- It is understood that the savings for non-integrated cases shall be credited when matched by integrated cases coming off LTD.
4. **The Federation shall be credited with savings for the non-hiring of additional staffing generated (i) by increased enrolment by the count date of October 31 and/or (ii) by any Board/Federation initiated alternative programs designed to improve our current retention rate.**
  5. **A Secondary Savings Task Force shall be established comprised of two members named by the Hastings Board and two members named by the Hastings TPA Executive. The Task Force shall monitor the implementation of this Memorandum of Agreement with respect to the cost savings measures and ensure the proper crediting of savings to the Federation and/or Board, where applicable. The mandate of the Secondary Savings Task Force may be expanded if both parties agree.**

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6. There shall be no further *reductions* in the following areas during the life of this agreement:

Board Support Staff	3.5 positions
Designated Alternate Staffing	17.47 positions

Designated Alternate Staffing shall only be deployed within secondary schools for school-designed/sponsored programs.

7. The Board agrees to name OTIP as the broker for any Board/OSSTF initiated Managed Health Care program in 1996-97 and to name OSSTF as an equal partner with the Board in a Benefit Review Committee.
8. There shall be full restoration of teachers to their proper place on the grid on January 1, 1997 paid for through cost saving measures identified in the Memorandum of Agreement.

The restoration to proper grid placement shall be paid for at the actual cost until August 31, 1999.

Effective September 1997, there shall be an additional reduction of two teachers from the 2.25 currently identified for Program Maintenance/Curriculum Development (Section 6, Staffing Formula). The cost of two teachers at \$65,000.00 each shall be deducted from the estimated cost of the grid placement until August 31, 1999, after which time the reduction shall be permanent.

**MEMORANDUM OF AGREEMENT**  
**between**  
**THE HASTINGS COUNTY BOARD OF EDUCATION**  
**and the**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**DISTRICT 19, HASTINGS TPA**

The Hastings County Board of Education and the Federation agree that our commitment to the interests of adult learners can be best demonstrated through our continuing support for the pilot project at Quinte Secondary School.

Both Parties agree:

1. that the site for the pilot project shall be Quinte Secondary School end;
2. that the program shall be timetabled according to the May 1996 proposal;
3. that the program shall be funded according to Ministry memorandum on the Key Components of the 1996 General Legislative Grants, dated March 12, 1996;
  - a. Adult day school students will be listed on regular day school registers as long as they are taught by Form 1 and Form 2 teachers.
  - b. Funding will be \$2,257.00 and adult day students will be counted for F.T.E. purposes, in the same way as adolescent day students (i.e. 660 hours of instruction = 1 F.T.E.).

and:

4. that the program shall be based on a minimum enrolment of 22 students per course and;
5. the salary of the Adult Education Co-ordinator shall be funded from 1 of 2.25 teachers identified in Section 6 (Staffing Formula) - Program Maintenance/Curriculum Development the current Collective Agreement.

Both Parties agree that this pilot project is experimental and subject to revision and review through negotiations. It is understood that the project shall have demonstrated the capacity to be self-funding by August 31, 1997.

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**MEMORANDUM OF AGREEMENT**  
**between**  
**THE HASTINGS COUNTY BOARD OF EDUCATION**  
**and the**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**DISTRICT 19, HASTINGS TPA**

The Hastings County Board of Education and the Federation agree that our commitment to young learners at risk can be best demonstrated through our support for a pilot project in Alternative Programs designed to improve our current retention rate.

Both Parties agree:

1. the salaries for 1.25 teaching staff shall be funded from the 2.25 F.T.E. identified in the Collective Agreement. Section 6, Staffing Formula, Program Maintenance/Curriculum Development. The additional .75 staffing shall be funded from cost savings measures identified by the Federation.
2. that additional staffing generated by improved retention rate shall first be allocated to North Hastings High School, Centre Hastings Secondary School and Trenton High School to a maximum of 1 F.T.E. per school, after which staffing shall be allocated among the seven secondary schools on a proportionate to staffing basis.
3. that this proposal for a pilot project in Alternative Program shall be deemed experimental and subject to revision and review through negotiations at the end of this agreement. It is also understood that the project shall have demonstrated the capacity to be self-funding by August 31, 1997.

**MEMORANDUM OF AGREEMENT**  
**between**  
**THE HASTINGS COUNTY BOARD OF EDUCATION**  
**and the**  
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**DISTRICT 19, HASTINGS TPA**

Both Parties agree that the **changes** made by the Staff Advisory Committee to school organizational structure are **experimental** and **subject** to evaluation, review and revision.

Each school plan is deemed to be a part of this Memorandum of Agreement.

Differences in the interpretation, application and administration of a school's plan shall be **resolved** through the **school Staff** Advisory Committee assisted by the **President** of Hastings TPA and the Superintendent assigned by the Board. where necessary.

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## LETTER OF UNDERSTANDING

The Hastings TPA of the Ontario **Secondary School** Teachers' Federation has tabled in our collective bargaining a **number** of additions, deletions and changes to Section V - Staff **Assignment** and Transfer **Procedures**. The Federation has **also tabled** in its brief its intent to present language to clarify the status of principals, **vice-principals** and department heads in relation to the **Transfer and Surplus Procedures**.

**Section 9.0** Review of Staffing **Procedures** requires an annual review in October of **the** staffing **policies, processes** and procedures of the Staffing Committee and the **Branch Presidents**.

**Following** this review in October 1996, the items listed in the Federation brief will return to the negotiating table.

The Hastings County Board of Education and the Hastings TPA of the Ontario Secondary School Teachers' Federation negotiating teams agree to meet in November 1996, or at a **time mutually** acceptable, for the purpose of reaching agreement on the recommendations.



**THE HASTINGS COUNTY  
BOARD OF EDUCATION**

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**DATE:** 1996 May 6  
**TO** ALL BOARD EMPLOYEES  
**FROM:** Ph# Ainsworth, Director of Education  
**SUBJECT:** **EARLY RETIREMENT INCENTIVE/EARLY LEAVE/EXIT PLANS**

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I am very pleased to announce The Hastings County Board of Education **EARLY LEAVE/EXIT PLANS**.

In keeping with staff reductions through voluntary methods, for the school year 1996-'97 only, the Board is offering three program designed to benefit both the Board and the employees.

The application deadline for consideration under these programs is:  
**4:00 p.m., Friday, May 24, 1996**

The Board values the contributions of all employees, but we will not meet our restructuring goals without the benefit of these short term programs. If successful, they will result in fewer layoffs. Hopefully, they will provide an incentive to staff who, for various reasons, are considering leaving the Board.

Please take the time to review the accompanying materiel. It is important that all employees understand the approach we are taking to meet these challenging fiscal times.

**PURPOSE:**

The intent of this program is to encourage voluntary leaving of employees of the Board. This program has been provided to facilitate employee's transition to retirement for a number of employees, provide financial assistance for those pursuing career opportunities, create opportunities for restructuring within the Board, and assist the Board in meeting its fiscal responsibilities. It is also intended to reduce the impact of staff reductions through layoff.

**ELIGIBILITY:**

Consideration for participation in this program will be given to all permanent employees who have already indicated their intention or who will indicate their intention to retire on less than full pension and those employees who have indicated or will indicate a desire to begin a leave of absence.

**SELECTION CRITERIA:**

The approval of applications under any of the options will be at the sole discretion of the Board, based upon the following principles:

- avoidance of staff layoffs
- reduction in the number of employees
- ability to replace a departing employee with an existing junior employee of the Board

All applications will be considered fairly and equitably by a committee which will include the appropriate employee group representation and the Superintendent of Human Resources.

**PROCEDURE FOR APPLYING:**

1. Applications should be received on the attached form to the Superintendent of Human Resources no later than 1996 May 24.
2. Each applicant shall be notified in writing of the Board's decision on or about 1996 May 28.
3. The employee must accept or reject the Board's offer by 1996 May 31.

Please direct inquiries to Robert Fisher at 966-1170, Ext. 2259 or for information on your benefits, contact Chris Uens at Ext. 2268.

Teachers may wish to contact their Federation Presidents.

## VOLUNTARY LEAVING PROGRAM

### OPTION A - BRIDGING TO RETIREMENT (For All Employees)

For employees who have the ability to reach the 90 Factor after 5 years (FTE) of total leave time. This plan will be attractive to employees whose pension will be above 50%. This program will begin in September, 1996.

#### FEATURES

The Employee:

- reduces workload to 50% for up to 5 years of total time
- agrees to retire no later than when the 90 Factor is reached

The Board:

- supplements salary to level of 90 Factor pension (maximum 70%)
- reimburses the employee's pension plan contributions upon verification of buy back by employee
- pays benefits as per the Collective Agreement as though the employee was working at the 100% rate (employees are expected to continue to pay the portion they currently pay)

#### Example

If, at the point you would normally retire, you have 33 years service, your pension would equal 66% of your average salary. Therefore, if you work 50% under this plan, you earn 50% and the Board would top up your income by another 16% to equal your projected pension income.

#### Teacher Pension Implications

Under the Teachers Superannuation Act, there is a career total of 5 years maximum for purchase of T.P.P. during leaves of absence.

- For teachers who may wish to purchase credit service under the Teacher's Pension Plan, the Board shall withhold payment to the teacher a sum equal to seventy (70) days salary at the teacher's present annual rate. The sum withheld shall be paid in the form of salary commencing seventy (70) working days prior to the teacher's resignation or retirement. This requirement is not necessary for employees enrolled in OMERS.

#### Non-Teacher Implications

- If employee works 50%, employee/Board make regular Pension Plan contributions
- While employee is on 50% leave, employee contributes 100%. Upon verification of buy back, the Board reimburses employee
- Seniority will be accrued at 100%.

#### CONDITIONS:

Employees who apply to the Bridging Retirement Plan will have to agree to the following:

- A signed undertaking to retire when the 90 Factor is reached to include the understanding that, in order to rescind retirement, all monies paid under the program would have to be reimbursed.

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**VOLUNTARY LEAVING PLAN****OPTION B - EARLY EXIT PLAN (For All Employees)**

For employees who may wish to leave prior to eligibility for a pension

**FEATURES:**

- open to employees with a minimum of ten years service with the Board
- incentive payment of 4% of annual salary for each year of service to a maximum of 50% of annual salary

**Examples:**

- A. Service - 20 years  
 Annual Salary - \$64,888.00  
 Incentive -  $4\% \times 20 \times \$64,888.00 = \$51,910.40$   
 Actual = \$32,444.00 (maximum)
- B. Service - 20 years  
 Annual Salary - \$32,000.00  
 Incentive -  $4\% \times 20 \times \$32,000.00 = \$25,600.00$   
 Actual = \$16,000.00 (maximum)

**CONDITIONS:**

Any employee accepted under the Early Exit Plan will be required to provide a waiver on conclusion of employment confirming that this fully concludes any and all obligations arising out of the employment relationships with the Board.

## VOLUNTARY LEAVING PROGRAM

### OPTION C - LEAVE OF ABSENCE

For all employees who may wish to take a Leave of Absence full or partial commencing September 1, 1996.

#### FEATURES

- for any employee who has been in the employ of the Board for at least ten (10) continuous years and who provided active service to the Board for their full or part-time contract in the 1995-'96 school year
- for employees, this plan may not be used in conjunction with a Sabbatical Leave or Leave with Salary Holdback.
- the Board will pay the same portion of benefits that have been established in the Collective Agreements.
- upon verification, the Board will reimburse members who have purchased the year of service for T.P.P. or O.M.E.R.S. This will be equivalent to the amount paid.
- under the Teachers' Superannuation Act, there is a five (5) year maximum on the purchase of T.P.P. during Leaves of Absence.
- C.U.P.E. members will accumulate seniority if they wish to participate in this plan.

#### CONDITIONS:

Employees who apply will have to agree to a signed undertaking to return to work at the approved date. In order to rescind the expected return to work, all monies paid out under this plan will be returned to the Board.

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## THE HASTINGS COUNTY BOARD OF EDUCATION

## VOLUNTARY LEAVING PROGRAM

APPLICATION FOR CONSIDERATIONPROCEDURES FOR APPLICATIONS

1. Fill out the form and return it to the Human Resources Department, Attention: Randy Brown.
2. Applicants will be advised, in writing, by the Human Resources Department, of the Board's decision.
3. Completion of the application form does not constitute an offer from the Board, nor does it commit the applicant or the Board to accept any offer. If you have any questions, please contact Robert Fisher for general inquiries or Chris Uena for benefits information.

NAME			
POSITION			
SCHOOL/DEPARTMENT			
PLAN REQUESTED: (check one below)			
	Option A Retirement Bridging	Check One:    ___ half year                      ___ half days	
		Age: _____	Yrs. of Pensionable Service: _____
		Pension Factor as of 1996 September 01: _____	
	Option B Early Exit Plan	Requested Leaving Date: (No later than 1996 September 01)	
	Option C Leave of Absence	Unpaid Leave of Absence FROM: _____ TO: _____  % reduction: _____	
Other Pertinent Data:			
Signature: _____			Date: _____

RETURN TO HUMAN RESOURCES DEPARTMENT PRIOR TO 4:00 P.M., 1996 MAY 24

Note: Your Supervisor will be consulted prior to a final decision being made to accept your application.

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