

SOURCE	School
EFF.	940901
TERM.	970831
No. OF EMPLOYEES	350
NOMBRE D'EMPLOYÉS	350

COLLECTIVE AGREEMENT

BETWEEN

THE HALDIMAND BOARD OF EDUCATION

(herein called the "Board")

PARTY OF THE FIRST PART

AND

THE BRANCH AFFILIATES OF THE FEDERATION

OF WOMEN TEACHERS' ASSOCIATION OF ONTARIO

AND

ONTARIO PUBLIC SCHOOL TEACHERS FEDERATION

EMPLOYED BY THE HALDIMAND BOARD OF EDUCATION

IN ITS ELEMENTARY SCHOOLS

(hereinafter called the Branch Affiliates)

PARTY OF THE SECOND PART

**Effective September 1, 1994**  
**Expires August 31, 1997**

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## ARTICLE 1 - PURPOSE

### .01 Maintaining Harmonious Relations and Co-operation

It is the intent and purpose of the Parties to maintain harmonious relations between the Board and each Teacher, and to co-operate to the fullest extent in an endeavour to provide the highest quality of educational services.

### 1.02 Contents of This Agreement

It is the intent of the Parties to specify within this Agreement the entitlement of those Teachers covered by the Agreement as to salary, allowance, monetary benefits and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the Parties hereto.

## ARTICLE 2 - PARTIES

### 2.01 Definition of the Parties

The Parties to this Agreement are the Haldimand Board of Education (hereinafter called the "Board") and the Branch Affiliates of the Elementary Teachers employed by the Haldimand Board of Education (hereinafter called the "Branch Affiliates").

### 2.02 Definition of a Teacher

A "Teacher" shall mean a person as defined in the School Boards' and Teachers' Collective Negotiations Act, 1975, Section 1(m), and who is employed by the Board in its elementary school system.

## ARTICLE 3- RECOGNITION

### 3.01 Recognition of the Negotiating Committee of the Branch Affiliate

The Board recognizes the Negotiating Committee of the Branch Affiliates as the official body to represent the Branch Affiliates and to negotiate on their behalf.

### 3.02 Recognition of the Negotiating Committee of the Board

The Branch Affiliates recognize the Negotiating Committee of the Board as the official body to represent the Board and to negotiate on its behalf.

### 3.03 Right of Branch Affiliates to Seek Assistance

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

3.04 Right of Board to Seek Assistance

The Branch Affiliates recognize the right of the Board to authorize the Ontario School Trustees' Council, or Member Association, or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Agreement.

**ARTICLE 4 - IT AND JO IT**

4.01 Definitions

Except where otherwise stated, the terms employed herein shall have the same meaning as defined in the Education Act and its Regulations and Amendments thereto, and the School Boards and Teachers Collective Negotiations Act.

4.02 Equal Opportunity

There shall be no discrimination against a Teacher because of race, creed, colour, religion, sex, marital status, age, or because of participation in the lawful activities of Branch Affiliates.

4.03 Amendments

Any amendment to this Agreement shall be made in writing upon mutual consent of the Parties.

**ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 Management Rights

It is the exclusive right and obligation of the Board to manage the affairs of the Board consistent with legislation, regulations, and as the need for executive decision arises from time to time.

5.02 Just Cause

No Teacher on permanent contract with the Board shall, without just cause given in writing, be disciplined, suspended or discharged. This in no way prohibits the contract of a Teacher being terminated as a result of redundancy. If a Teacher selects to have a dispute referred to a Board of Reference, the subject matter of such dispute shall not form the basis of a grievance or arbitration proceeding.

Probationary teachers who have their contracts terminated by the Board shall be notified in writing as to the reasons for the termination. Such termination cannot be the subject of a grievance or arbitration.

## **ARTICLE 6 - NO STRIKE AND NO LOCKOUT**

### **6.01 No Strike Provision**

During the term of this Agreement as set out in Article 19.01, there shall be no strike by the Teachers or any of them. "Strike" shall be as defined in The School Boards' and Teachers' Collective Negotiations Act.

### **6.02 No Lockout Provision**

During the term of this Agreement as set out in Article 19.01, there shall be no lockout by the Board. "Lockout" shall be as defined in The School Boards' and Teachers' Collective Negotiations Act.

## **ARTICLE 7- GRIEVANCE PROCEDURE**

### **7.01 Purpose**

The purpose of this Article is to establish a procedure for the settlement of Grievances in an orderly manner.

### **7.02 A Procedure for Pursuing Teacher Concerns**

If a Teacher feels, for any reason, that he/she has been unfairly dealt with, the following procedural options may be followed:

1. The Teacher may contact the Grievance Officer of the respective Federation for advice.
2. The Principal and/or Superintendent may be approached and the matter may be discussed with him/her.
3. The Director may be notified of the situation who may discuss it with the Teacher and his/her advisors.
4. If this doesn't eliminate the concern the Teacher may contact the Chair of the Board and discuss the matter at this level.

Following these steps, Step 1 of the Grievance Procedure may be followed.

### **7.03 Time Limits**

The time limits in Article 7 and in Article 8 are mandatory and not simply directory, except as specified in Article 7.11.

### **7.04 Definition of Teaching Day**

Within Article 7 and Article 8, a "teaching day" shall be defined as a school day.

#### 7.05 Definition of a Grievance

Within the terms of this Agreement, a "Grievance" shall be defined as a difference of opinion between the Parties as to the interpretation, application, administration or alleged violation of this Agreement.

#### 7.06 Requirements of a Grievance

A grievance, to be acceptable under the terms of this Agreement, must be in writing, must specify the Article or Articles allegedly violated, must contain a precise statement of the facts relied on, must indicate the relief sought, and must be signed by the grievor.

#### 7.07 Steps of Grievance Procedure

STEP 1: The grievance shall be submitted to the Director of Education, or delegate, in writing within ten (10) teaching days of when the grievor became or should have become aware of the incident which gave rise to the grievance. A meeting to discuss the grievance shall be held within ten (10) teaching days of receipt of the request. The grievor shall be accompanied by up to two (2) representatives of the Branch Affiliates. The Director or delegate shall reply in writing within five (5) teaching days of the meeting.

STEP 2: Failing satisfaction with the reply in Step 1 above, then within five (5) teaching days of the reply but not thereafter, the grievance may be referred to the Board for presentation at the next regularly scheduled meeting of the Management Committee. The grievor may be accompanied by up to three (3) representatives of the Branch Affiliates. The Board shall reply in writing within five (5) teaching days of the meeting. Failing satisfaction with the reply in Step 2 herein, the grievance may be referred to arbitration provided such action is taken within ten (10) teaching days of receipt of the reply.

#### 7.08 Policy Grievance of the Branch Affiliates

- a) The Branch Affiliates may initiate and process a policy grievance affecting a group of Teachers within thirty (30) teaching days of when the grievors became or should have become aware of the incident which gave rise to the grievance.
- b) A policy grievance shall conform to Article 7.06 and be processed starting at Step 1. The time limit specified in Step 1 shall be followed with the exceptions noted in 7.08 (a) for policy grievances.

#### 7.09 Policy Grievance of the Board

A grievance alleging a violation by the Branch Affiliates, their officers, a teacher or a group of teachers, may be processed by the Board within thirty (30) teaching days of when the Board became or should have become aware of the matter which gave rise to the grievance. The grievance will be initiated at the equivalent of Step 1, with a written request made for a meeting to the Presidents of the Branch Affiliates and the latter shall reply as set out in Step 1. ("Equivalent" means that the section referred to should be read by reversing the roles of the parties. For example, in Step 1, the grievance should be submitted to the Branch Affiliates' equivalent of the Director of Education and further that equivalent respond in writing, etc.)

7.10 Procedures Must Be Followed

A Teacher, a group of Teachers, the Board and its employees and the Branch Affiliates are required to follow the procedures set out in this Article in respect to a Grievance, and in Article 8 in respect to an Arbitration.

7.11 Amending Time Limits

The time limits specified in Article 7 and in Article 8 may be amended by mutual written agreement.

**ARTICLE 8 - ARBITRATION**

8.01 \_\_\_\_\_ to Initiate Arbitration

Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been violated, either of the Parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to Arbitration. The notice shall contain the name of the initiating Party's appointee to the Arbitration Board, and shall be delivered to the other Party within ten (10) teaching days of the reply under Step 2 of Article 7. The recipient Party shall, within ten (10) teaching days, advise the initiating Party of the name of its appointee to the Arbitration Board.

8.02 Selection of Chair - Procedures and Powers of Arbitration Board

- a) The two appointees so selected shall, within five (5) teaching days of the notification of the second of them, or at a time mutually agreeable, appoint a third person who shall be the Chair of the Arbitration Board. If the recipient Party fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within the time limits, the appointment shall be made by the Education Relations Commission upon the request of either party.
- b) The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision which shall be final and binding upon the Parties and upon any Teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chair shall govern.
- c) The powers of an Arbitration Board shall be the powers of an Arbitration Board established under the "Act Respecting the Negotiation of Collective Agreements Between School Boards and Teachers, 1975".

8.03 Ineligibility to Serve as an Arbitrator

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the Grievance, or who is a member of the Ontario Teachers' Federation or of a Board of Education in Ontario.

8.04 Fees and Expenses

Each of the Parties will pay the fees and expenses of the Arbitrator appointed by it and jointly share the fees and expenses of the Chair of the Arbitration Board.

8.05 Mandatory Consistency With Agreement

The Board of Arbitration shall be specifically forbidden to make a decision which is inconsistent with any Act or Regulation thereunder or with the Agreement, and shall be specifically forbidden to alter, modify, or amend any part of this Agreement, or to add to or delete from any of its provisions.

8.06 Boards of Reference Excluded from Grievance and Arbitration

Any matter for which a Teacher opts for a Board of Reference shall not be grievable or arbitrable.

**ARTICLE 9 - LEAVES OF ABSENCE**

9.01 Bereavement Leave

In the case of the death of a member of the immediate family, a Teacher shall be granted a leave of absence to a maximum of three (3) teaching days for attendance at or to make the necessary arrangements for the funeral with no loss of salary or sick leave. For the purpose of this Article, the immediate family shall be defined as: mother, father, brother, sister, husband, wife, children, grandchildren, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, and brother-in-law. An additional two (2) days with no loss of salary or sick leave may be granted by the Director of Education.

9.02 Serious Illness of Immediate Family - Death or Serious Illness of a Friend

- a) In the case of a serious illness in the immediate family a reasonable time may be granted subject to the discretion of the Director of Education. Such leave will be without loss of salary but with deduction of accumulated sick leave credits.
- b) In the case of the death or serious illness of a close friend, a reasonable time may be granted subject to the discretion of the Director of Education. Such leave will be without loss of salary but with deduction of accumulated sick leave credits.

9.03 Jury Duty and Subpoenaed Witness Leave

A Teacher who is absent due to Jury Duty or by reason of a subpoena as a witness in any proceeding in which the Teacher is not a party or one of the persons charged, shall be entitled to regular salary for the required duration of such Duty, provided that the Teacher pays to the Board the fees received from such Duty, for such per diem activity. Fees received from such Duty do not include expense allowances. Such leave shall not result in a deduction of accumulated sick leave credits.

9.04 Writing Examinations - Attendinn Own Graduation Leave

Leave of absence without loss of salary and without deduction of sick leave credits shall be granted to a Teacher for the purpose of writing university examinations and for the purpose of attending the Teacher's own graduation.

9.05 Pregnancy and Parental Leave

Pregnancy/Parental Leave shall be granted in accordance with The Employment Standards Act (see Appendix "A") and such leave may be extended in accordance with The Education Act. Such leave will be without sick leave credits. Such leave shall be without salary, except that the Board shall compensate the teacher through an Unemployment Insurance Commission-approved Supplemental Unemployment Benefits Plan (S.U.B. Plan) for each week of the two-week waiting period equal to the U.I.C. benefit that would be payable to the teacher during each week of the statutory Pregnancy/Parental Leave.

Subject to the provisions of Article 15.00, Teachers shall return to the school from which they took their leave, or a mutually acceptable school provided that the absence does not exceed 35 weeks or by the beginning of the next school year or term. Nothing in this Article shall preclude the Board's right to transfer Teachers in the normal course of organization.

9.06 Quarantine Leave

Leave of absence without loss of salary and without deduction of sick leave credits shall be granted to a Teacher when under quarantine or other order of the Medical Officer of Health.

9.07 Graduation of a Family Member

Leave of absence without loss of salary but with deduction of accumulated sick leave credits shall be granted to a Teacher to attend the graduation of a spouse, child or parent provided that the time does not exceed one (1) day and provided that the time required is on a school day.

9.08 Parental Leave

Leave of absence without loss of salary but with deduction of accumulated sick leave credits shall be granted to a Teacher on the occasion of the birth of a child or the adoption of a child provided that the time does not exceed one (1) day and provided that the time required is on a school day.

9.09 Personal Leave

Leave of absence without loss of salary but with deduction of accumulated sick leave credits may be granted upon written request for the purpose of attending to personal matters for a limit of two (2) days, provided that prior approval has been granted by the Director or delegate, or in an emergency, by telephone, with written confirmation by the Teacher as soon as possible.

9.10 Sabbatical Leave

The Board may grant a Sabbatical Leave to one (1) applicant on the recommendation of the Administrative Council, and subject to the regulations set out below. Such leave, if granted, must be for the purpose of broadening the applicant's teaching ability through approved educational study, travel or research, which must be related to the teaching curriculum.

The governing regulations are as follows:

- a) Qualifications  
The applicant Teacher must have at least five (5) years service with this Board, and must begin the Sabbatical Leave prior to the fifty-fourth (54) birthday.
- b) Commitment  
The applicant Teacher must give a written undertaking to continue to teach for this Board for at least three (3) years following return from the leave. Any Teacher failing to carry out this undertaking must return to the Board on a pro-rata basis of such three (3) year commitment which has not been fulfilled, the money received during the leave prior to the end of the teaching year in which the Teacher fails to complete the commitment.
- c) Rules of Application  
All requests for Sabbatical Leave must be submitted in writing to the Director of Education, through the Teacher's principal, between October 1 and December 31, inclusive, which precedes the school year in which the leave is to be taken.
- d) Necessary Information with Application  
Information regarding the applicant's plans for the Sabbatical Leave and a record of the applicant's teaching experience must accompany each application.
- e) Board Consideration and Notification  
The Board shall consider each application for leave in time to notify each applicant in writing of the decision of the Board not later than February 28 following.
- f) Terms (or Conditions)  
On return from Sabbatical Leave, a Teacher will be assigned to his/her same position (including positions of responsibility), or if due to declining or changing enrolment patterns said position no longer exists, the employee will be assigned to as similar a position as possible.
- g) Compensation During Leave  
During the term of the leave, the Teacher will receive seventy per cent (70%) of the basic salary to which the Teacher would have been entitled had the Teacher remained in the position held at the start of the leave. The Board will continue contributions to the Benefit Plans set out in Article 12 in which the Teacher is enrolled. The Teacher will not be entitled to responsibility or other allowances during the leave.
- h) Sick Leave Accumulation and Credits  
The taking of Sabbatical Leave shall not alter the number of days to the Teacher's credit in the Accumulated Sick Leave Plan immediately prior to the leave. The Teacher shall not be eligible to use Sick Leave during Sabbatical Leave.
- i) Increment and Allowances Upon Return  
The taking of Sabbatical Leave shall not delay or limit increments which otherwise would have been due. Allowances shall not be paid during leave but will resume upon return to the formerly held position.

- j) Maximum Duration of Leave  
Sabbatical Leave shall not exceed one school year, and will commence on September 1 of the school year following the Board's approval of the application for leave.
- k) Deductions  
The Board will make superannuation and other necessary deductions from the salary paid under subsection (g) above.
- l) When Salary Payable  
One-half (1/2) of the Sabbatical Leave salary (less deductions noted in subsection (k) above), will be paid on September 1 of the school year in which the Sabbatical Leave begins, and the remaining one-half (1/2) (less deductions), will be paid on January 31 which follows.
- m) Reporting Experience  
Within three (3) months of return, the Teacher will submit a detailed report to the Board of the term of study and shall undertake to give the benefit of the experience and knowledge gained to the staff or students, at the direction of the Board.
- n) Notification When Leave Not Granted  
The Board will give written notification to each unsuccessful applicant, advising why the leave request has not been approved.
- o) Limiting Sabbatical Leaves  
The Board will reserve the right to limit the granting of Sabbatical Leaves for any year, when, in the opinion of the Board, such leaves would not be in the best interest of education. Such reasons will be presented in writing to the individual by the Board.

No Teacher shall be granted more than one Sabbatical Leave during his/her employment with the Board.

#### 9.11 Federation Release Time

- a) The Board agrees to arrange reasonable Federation release time for the Affiliates upon request. The Affiliates shall reimburse the Board for occasional teachers necessary in accommodating such Federation release time.
- b) After their election and before September 1 each year, the Branch Affiliates' Presidents may inform the Board of their wish to be released from their teaching duties on a regular basis throughout the year. This release time may be up to one hundred per cent (100%). The Branch Affiliates shall reimburse the Board for the salary and benefits paid during the release time.

#### 9.12 Unpaid Leave

Extended leave for any purpose may be granted by the Board upon application by the Teacher in writing. Such leave will be without salary and without sick leave credits. Upon return from an unpaid leave, a Teacher, subject to Article 15, shall be guaranteed equivalent time employment on the staff of the Haldimand Board of Education, provided that the date of return is the date mutually agreed upon by the Teacher and the Board at the time of the granting of the leave.

### 9.13 Seniority Credit

- a) All leaves granted under the terms of Articles 9.01, 9.02, 9.03, 9.04, 9.05 (maximum 35 weeks if taken during the school year), 9.06, 9.07, 9.08, 9.09, 9.10, 9.11 shall be considered teaching experience for the purpose of placement on the salary grid and for seniority purposes.
- b) All leaves granted under the terms of Article 9.05 which exceed 35 weeks but do not exceed 2 years and 35 weeks shall not be considered for teaching experience purpose but shall not constitute a break in service.
- c) All leaves granted under the terms of Article 9.12 shall not be considered for teaching experience purposes but shall not constitute a break in service.

## A 0 SICK LEAVE

### 10.01 Annual Credit

The Sick Leave allowance shall be twenty (20) days per full teaching year

### 10.02 Part-time Teachers' Allowance

Part-time Teachers coming within the scope of this Agreement shall receive the benefits of Article 10.01 pro-rata.

### 10.03 Accumulation of Unused Sick Leave Credits

The unused portion of sick leave credits will be accumulated from year to year, with a maximum accumulation allowed under this Agreement to be 220 days. Days in excess of 220 for any Teacher on August 31, 1987 shall be red circled and used for illness only.

### 10.04 Certification Requirement

Absence for illness or accident of more than three (3) teaching days is to be certified by a Medical Practitioner if required by the Board. Nothing in the foregoing shall prohibit the Board from requiring a Teacher to submit such a certificate for an absence of three (3) teaching days or less. Such requirement for a certificate is in accordance with the Education Act, 1981, Section 231(2).

### 10.05 Supplementation

When a Teacher is eligible for and receives approval of claim by the Worker's Compensation Board of Ontario:

- a) The Teacher shall receive full pay from the Board, provided the Teacher has sick leave credits.
- b) The Worker's Compensation payment shall be remitted to the Board until supplementation has ceased.
- c) There shall be a deduction from Sick Leave credits equal to the supplementation.

10.06 Restrictinn Use of Sick Leave Credits

A Teacher whose sick leave accumulation is less than seventy-five (75) days is not permitted to use more than eight (8) days per year for purpose other than illness.

10.07 Daily Rate of Pay

The daily rate of pay for salary, sick leave and other purposes shall be determined in accordance with the Education Act, 1981, Section 231(1).

**ARTICLE 11 - RETIREMENT GRATUITY**

1 ■01 Definition of Retirement

"Retirement" shall refer to the retirement of a Teacher who ceased to be employed by the Board and who superannuates under the Teachers' Superannuation Commission.

11.02 Computation of Retirement Gratuity

Teachers retiring from service with the Board shall be granted a Retirement Gratuity subject to the provisions of the Education Act which stipulates that such Gratuity must not exceed more than one-half (1/2) of the number of days standing to the credit of such employee with a maximum of one-half (1/2) year of pay. The Gratuity shall be an amount equal to the unexpended portion of accumulated sick leave at the time of retirement in accordance with the following schedule:

YEARS OF SERVICE WITH THE BOARD	PERCENTAGE OF GRATUITY TO BE APPLIED IN FORMULA
Less than five (5) years	nil
Five (5) years but less than six (6) years	4% of annual salary
Six (6) years	8% of annual salary
Each additional full year of service over six (6) years	a further 4% of annual salary to a maximum salary of fifty per cent (50%) of last year's salary to date of leaving the service

i) Effective September 1, 1986

Formula:  $\frac{\% \text{ of formula set out above} \times \text{salary} \times \text{*number of days of sick leave}}{200}$

\* For computation of Retirement Gratuity the number of days of sick leave will not exceed 200 days.

ii) Effective September 1, 1987

Formula:  $\frac{\% \text{ of formula set out above} \times \text{salary} \times \text{*number of days of sick leave}}{220}$

- For computation of Retirement Gratuity the number of days of sick leave will not exceed 220 days.

**11.03 Method of Payment**

The Gratuity as established by and calculated under the formula in Article 11.02 is to be paid to the retiring Teacher, or in the event of death, to the estate or declared legal beneficiary of the Teacher, in two (2) equal instalments. Payments shall be made in each subsequent year to the last teaching date until both payments have been made.

**11.04 Death While In Service**

The balance remaining in the accumulated sick leave of a Teacher who dies while in the service of the Board shall be paid to the estate or legally declared beneficiary to the maximum set out in the Education Act and Article 11.02 above.

**11.05 Definition of Years of Service**

"Years of Service" as set out in this Article shall mean years of continuous and unbroken service with the Haldimand Board of Education and its predecessor Boards since last date of hire. Leaves of absence approved by the Board will not constitute a break in continuous service of the purpose of this Article.

**11.06 Age and Time of Retirement**

Retirement shall take place at August 31st which follows the month in which the age of sixty-five (65) is attained. Extensions will be granted at the discretion of the Board on application of the Teacher by April 1st prior to the next teaching year.

**ARTICLE 12 - BENEFIT PLANS**

**12.01 Group Life Insurance**

- a) The Board will contribute 100% of the premium on the first \$25,000 of life insurance.
- b) Teachers may opt to purchase any one of the following amounts of life insurance:

\$10,000	\$40,000	\$80,000
20,000	50,000	90,000
25,000	60,000	100,000
30,000	70,000	120,000

Teachers who do not carry the maximum coverage available may be required to present proof of insurability when they seek any increase in coverage.

- c) Teachers who opt for more than \$25,000 of insurance will be required to contribute the total premium of the insurance in excess of \$25,000. The Board contribution is based upon full-time teaching duties. (Refer to Article 12.07)
- d) Teachers who continue teaching after age 65 may retain their coverage, at the group rate, until their retirement.

## 12.02 Extended Health Benefits

Effective September 1, 1992 the Board will contribute 100% of the premium of the Extended Health Plan which shall include coverage for eye glasses at the rate of \$200/2 years/family member.

## 12.03 Dental Plan

- a) The Board will contribute 100% of the premium for properly enrolled Teachers in the Blue Cross Dental Plan #9 with riders #2 and #4 (caps and crowns). The coverage is 50/50% shared cost by Teachers and Board to a total of \$1,500 per year.
- b) Effective January 1, 1993 the Board will add Rider 3 (orthodontics) with 50/50 co-insurance and \$1,500 lifetime cap.

## 12.04 Long Term Disability

The Teachers shall have coverage by and access to the Ontario Teachers' Insurance Plan (O.T.I.P.) Disability Income Plan and shall pay 100% of the premium therefore. The Board shall deduct and remit the premiums to O.T.I.P.

## 12.05 Dependent Insurance

Upon application, the Teachers shall have coverage of spousal insurance by the Board's carrier in the amount of \$10,000 and shall have coverage of child insurance in the amount of \$5,000 per child to age 21. The Teachers shall pay 100% of the premiums to the carrier.

The Teachers will have to meet the required enrolment of 75% of those eligible before this plan can be effected.

## 12.06 Part-Time Teachers - Eligibility for Benefits

Part-time Teachers who are engaged on a regular basis shall be eligible to participate in the benefit plans set out in this Article. The Board's contribution on behalf of such Teachers shall be pro-rated to the part-time assignment.

## 12.07 Participation After Retirement

Teachers who retire from the Haldimand Board of Education may continue enrolment in the Extended Health Benefits and Dental Plan. Retired Teachers will pay 100% of the premium cost and may remain enrolled in the Plans until their 65th birthday. Premiums will be prepaid by the Teacher one year in advance, by post-dated cheques.

## ARTICLE 13 - CATEGORY DEFINITIONS

### 13.01 Category Definitions

Category definitions shall be those established by the Teachers' Qualifications Evaluation Program 3 dated June, 1975.

## ARTICLE 14 - SALARY AND ALLOWANCES

### 14.01 Salary Schedule - Teachers

<u>Years of Experience</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	28,007	30,750	32,046	34,990	36,610
1	29,837	32,663	34,100	37,353	39,167
2	31,666	34,576	36,154	39,717	41,724
3	33,496	36,488	38,208	42,080	44,281
4	35,325	38,401	40,261	44,443	46,838
5	37,155	40,314	42,315	46,806	49,395
6	38,984	42,227	44,369	49,169	51,952
7	40,814	44,140	46,423	51,533	54,508
8	42,643	46,052	48,477	53,896	57,065
9	44,473	47,965	50,530	56,259	59,622
10	46,302	49,878	52,584	58,622	62,179
11	48,132	51,791	54,638	60,985	64,736
12	49,961				
13	51,791				

### 14.02 Special Allowances

Administrative Assistants shall be paid an allowance beyond their salary grid position effective as follows: \$1,028.00

### 14.03 Allowance for Teaching Experience

Previous teaching experience in Ontario or equivalent prior to employment with the Board will be granted full recognition (to the complete 1/10) in schedule up to the maximum salary for the appropriate category. Teaching experience as determined under the previous method shall be credited to Teachers up to September 1, 1980.

### 14.04 Responsibility Allowance

#### a) Principals

- i) Principals shall be paid an allowance beyond their salary grid position on the following basis:

Group A Schools - up to and including 10 classrooms  
Group B Schools - 11 classrooms and more

A classroom is a room for which a register is kept on September 30. Kindergarten, whether used one half day or two half days, shall be considered as one classroom.

<u>Group A</u>	<u>Group B</u>
\$11,486.00	\$15,208.00

#### ii) Red Circling

Principals receiving a total salary in excess of their grid salary plus allowance, shall continue to receive said salary until their grid salary plus allowance surpasses the red-circled rate. If the principal is transferred to a school in another group, the red circling is negated.

#### b) Vice-Principals

Vice-Principals shall be paid an allowance beyond their salary grid position as follows: \$6,783.00

c) Area Leaders

Area Leaders shall be paid an allowance beyond their salary grid position as follows:

Effective September 1, 1997 - \$11,486.00

14.05 Implementation and Grid Placement

The salaries and allowances agreed upon in any contract made between the Board and any Teacher in respect of the teaching year commencing September 1, 1988 shall be the salaries and allowances set out in the appropriate schedule of this Agreement.

14.06 Method of Payment

Salaries shall be paid in accordance with the following schedule:

The first teaching Friday in September	8% of annual salary
September 25	8% of annual salary
October 25	8% of annual salary
November 25	8% of annual salary
The last teaching day in December	8% of annual salary
January 25	8% of annual salary
February 25	8% of annual salary
March 25	8% of annual salary
April 25	8% of annual salary
May 25	8% of annual salary
The last school day in June	<u>20%</u> of annual salary
	100%

14.07 Withholding Increases

It is the prerogative of the Board to withhold for one (1) year the increase of a Teacher whose performance of work is inadequate or unsatisfactory as evidenced by the Principal and/or Superintendent and agreed to by the Director, provided that the Teacher is:

- i) given notice in writing of the reasons for the withholding,
- ii) given assistance, opportunity and encouragement as to how to improve, and
- iii) placed on the salary grid according to his/her experience at the commencement of the next school year, provided satisfactory improvement has been made. If satisfactory improvement has not been evidenced, the Teacher shall be dismissed in accordance with the terms of the individual contract between the Teacher and the Board.

14.08 Change in Category

A Teacher who qualifies for a category change by reason of improved qualifications shall be granted the appropriate change and receive the appropriate amount in addition to the increment, where applicable.

- a) Where the Teacher improves qualifications by successfully completing summer courses and the Teacher notifies the Board in writing of such improvement by September 30, the increase shall be effective September 1. Where, through delay at the Ministry or Qualifications Evaluation Council of Ontario, notification of the

improved qualifications and category is not received until later, the said improvement will be retroactive to the first day of September.

- b) Where the Teacher has notified the Board in writing by January 1 of the current school year of an expected change in qualifications as a result of courses taken and successfully completed between September and December of the current school year, the increased salary will be paid retroactive to the first day of January of the current school year on receipt of documentary evidence.
- c) No adjustment in (a) or (b) above will be undertaken unless documentary evidence has been received prior to the first day of April, and no adjustment in (b) will be undertaken unless documentary evidence has been received prior to the first day of June.

#### 14.09 Federation Fees

Federation fees are to be deducted in ten (10) equal instalments.

#### 14.10 Payment of Part-Time Teachers

- a) Principal's Relief Teachers shall be paid a salary pro-rated on the salary grid according to qualifications and experience.
- b) Regular Part-time or Relief Teachers employed on a regular basis for more than twenty (20) teaching days in any one (1) school year shall be paid a salary pro-rated on the salary grid according to qualifications and experience.

This Article does not refer to Occasional Teachers.

#### 14.11 Extra Degree Allowance

Extra Degree Allowance shall be paid for M.A., M.Sc., M.Ed., M.Sc.Ed., Ed.D., Ph.D. providing:

- i) not used in QECO evaluation,
- ii) applicable to elementary teaching panel.

Extra degree allowances shall be paid as follows: **\$1,152.00**

### **ARTICLE 1 - E JANCY**

#### 15.01 Definition of Redundant Teachers

A redundant Teacher is defined as one who is teaching on a Permanent Teacher's Contract in the elementary panel and whose position ceases to exist because of a change in program or because of an adjustment due to declining enrolment on a system-wide basis. This definition does not apply to Teachers who can be accommodated in the elementary schools of the Haldimand Board through rescheduling and transfer.

#### 15.02 Seniority in Redundant Teachers

Teachers will be declared redundant according to their seniority on a system-wide basis.

Seniority shall be defined as:

- a) Length of continuous service with the Board and its predecessors in the elementary panel. If **two** or more Teachers have equal seniority then the following criteria shall be used in sequence, for determining seniority ranking:
  - i) the length of continuous service with the Board and its predecessors,
  - ii) the total service with the Board and its predecessors,
  - iii) the length of teaching experience as stated in the Teacher's superannuation report, and finally,
  - iv) by lot drawn by the Director or his designate in the presence of Affiliate representatives.

A seniority list shall be compiled by the Board according to the above mentioned criteria and presented to the Branch Affiliates by November 1 each year. The list shall contain the names of the last thirty (30) Teachers hired only and shall show the seniority status (1-30) of each of these Teachers in decreasing order of seniority and shall state the years of continuous service.

Qualified Teachers who are currently in the following programs:

- Special Education
- French as a Second Language
- Design and Technology, and
- Family Studies

shall be specifically identified, Any Teacher who is to be declared redundant but whose dismissal would create a vacancy in any of the aforementioned programs will be retained and the person with the next least seniority will be declared redundant, provided the Board has posted for five (5) consecutive school days (commencing April 1st) the pending vacancy among Teachers with greater seniority and no Teacher qualified for the specific position chose to apply for it and was subsequently accepted by the Board.

#### 15.03 Seniority for Part-Time Teachers

- a) Teachers teaching 50% or more of a full timetable will receive credit as if they were on a full timetable. This recognition is for seniority only, will be effective September 1, 1984 and is applicable for teaching after September 1, 1984 only.
- b) Teachers teaching less than 50% of a full timetable will receive 50% credit for seniority. This recognition is for seniority only, will be effective September 1, 1988 and is applicable for teaching after September 1, 1988 only.

#### 15.04 Notification

A Teacher who is declared redundant shall be notified in writing by April 30 of the school year preceding that for which he or she is declared redundant.

#### 15.05 Filling of Vacancies

A Teacher who is declared redundant shall, where a vacancy exists for which he or she is qualified, be transferred to such vacancy. If more than one Teacher declared redundant is qualified for the vacancy, the Teacher with greater seniority as defined in Article 15.02 shall be transferred. If a redundant Teacher refuses to transfer to a position for which he or she is qualified, the obligations of the Board under this Article shall be null and void.

#### 15.06 Entitlement in Year for Which Declared Redundant

A Teacher whose contract has been terminated due solely to having been declared redundant shall have the following rights:

- a) Such Teacher shall be an Associate Teacher from September 1 to December 31 of the same year following notification as set out in Article 15.04 above, with full contract and Collective Agreement rights; and then
- b) from January 1 to August 31, the Teacher shall be known as an Auxiliary Teacher and shall be given priority over Supply Teachers for supply teaching, subject to availability when the principal attempts to notify him/her of the availability of supply teaching. The accumulative sick leave of the Auxiliary Teacher shall be frozen for the balance of the applicable school year and during the period of recall eligibility. During the balance of the applicable year, the Teacher shall not receive sick leave credits nor shall he/she be entitled to use sick leave previously accumulated;
- c) the right to continue to participate in one or more of the benefit plans until August 31st of that year, providing the Teacher pays the total costs of such plans to the extent that the plans permit.

#### 15.07 Recall

- a) The Teacher shall have priority right to recall if a vacancy develops for which he or she is qualified for a period equal to his or her continuous service with the Board. The Teacher shall be notified in writing by the Director of Education of the proposed recall, and the Teacher shall, within ten (10) days of notification advise the Director of the intention to return at the required time, failing which his or her rights under this Article are null and void.
- b) A Teacher who is unable to respond to a recall notice but who, however, furnishes reasons or justification considered acceptable to the Board as in the case of a failure to return from a leave of absence shall not lose the right to be recalled.
- c) Should a Teacher whose contract has been terminated fail to comply with a recall notice, except as provided in 15.07 (b) hereof, the right to be recalled shall terminate.
- d) Notwithstanding any of the foregoing after December 31, the Auxiliary Teacher retains the right to accept employment elsewhere, and upon such acceptance will be released by the Board from any contractual obligations and loses the right of recall.
- e) The Board will provide the Teacher with a letter stating that the Teacher's contract was terminated due to being declared redundant, and for no other reason.
- f) The redundant Teacher's contract will be terminated effective August 31 of the applicable school year, and all Collective Agreement rights will be suspended except the right of recall. The Teacher's services will be finally terminated as of the date upon which recall rights have run out and the Teacher has not been recalled.

#### 15.08 Non-applicability to Probationary Teachers

The provisions of this Article do not apply to probationary teachers. However, the parties understand that probationary teachers shall be the first to be released in the event of redundancy in the system except when the redundancy situation creates a vacancy in the specifically identified programs outlined in Article 15.02. In this case, the Board reserves the right to opt for the redundancy procedure for the specified programs as outlined in 15.02.

#### 15.09 Transfer of Teachers

Nothing in this Article shall be deemed to take away the right of the Board to transfer Teachers consistent with its program.



## **ARTICLE 16 - TEACHER-BOARD LIAISON COMMITTEE**

### **16.01 Teacher-Board Liaison Committee**

A Teacher-Board Liaison Committee may be formed for the purpose of discussing matters of mutual concern in the cause of sound education in Haldimand and presenting recommendations on the basis of these discussions.

## **ARTICLE 17- JOB POSTINGS**

### **17.01 Job Postings**

- a) The Board undertakes to post all vacant positions from the time a position is officially open, until the first courier date after May 31.
- b) The Board agrees not to make any position currently held by a person on exchange from another panel and/or Board permanent without posting the position.

## **ARTICLE 18 - SCHOOL CLOSINGS**

### **18.01 School Closings**

Teachers in the schools that are being closed will be given fair consideration for placement for the following school year.

## **ARTICLE 19 - TERM AND EFFECTIVITY OF AGREEMENT**

### **19.01 Term of Agreement**

This Agreement shall come into effect on September 1, 1994 and shall continue in effect up to and including August 31, 1997, and shall continue thereafter for annual periods of one (1) year unless either Party notifies the other Party in writing in January of the year in which the Agreement expires that it desires to negotiate with the view to renewal, with or without modifications, of this Agreement.

### **19.02 Serving of Notice**

Either Party to this Agreement may give written notice to the other Party in accordance with Article 19.01 of this Agreement within the month of January in the year of its expiration, of its desire to negotiate with a view to the renewal, with or without modifications, of this Agreement.

### **19.03 Meetings of the Parties**

Following receipt of the notice set out in Article 19.01 above, the Parties shall meet within thirty (30) days, and shall continue to meet on a regular basis to make every reasonable effort to renew this Agreement, and both Parties shall negotiate in good faith.

**ARTICLE 20 - PREPARATION TIME**

- 20.01 Preparation time shall be provided with additional qualified Teacher relief time as required for full-time and part-time classrooms staffed by regular Teachers.
- 20.02 Effective September 1, 1997 the Board shall provide each full-time teacher with a minimum of 160 minutes preparation time per six day cycle for the purpose of planning, preparing and evaluating programs.  
  
For 1997-98 only, three (3) P.D. days will be designated for in-school personal professional development with no planned meetings in or outside the school.  
  
Part-time teachers will be allocated preparation time on a pro-rata basis to their part-time assignment.
- 20.03 The parties agree that some flexibility will be required in administering the foregoing.
- 20.04 It is understood that Teachers on preparation time will not be assigned other duties without equal time being granted.
- 20.05 Preparation time shall be assigned in flexible blocks of time which are no shorter than twenty (20) minutes.

**ARTICLE 21 - CLASS SIZE AND STAFFING**

21.01 The Board agrees to organize each school using the following guidelines as a targeted maxima:

K	23
1, 2, 3	25
4, 5, 6	27
7, 8	29

- 21.02 In determining class size split grades which encompass two divisions will be considered to be the lower division.
- 21.03 The size of special classes will be in accordance with Ministry of Education guidelines.
- 21.04 By September 15, a joint Board and Branch Affiliates Committee will be formed for the purpose of reviewing class size and staffing practices with a report to be made to the Director of Education by October 7. The Committee shall consist of one representative from each Branch Affiliate, a principal chosen by the Principal's Association and approved by the Branch Affiliates and one representative from the Administration. The Committee shall meet at other times mutually agreed upon by the Board and Branch Affiliates and may include recommendations in its report. The following criteria shall be used by this Committee to determine which classes shall be deemed oversized:

K - 8            1 or more students over guidelines

GLD, Developmentally Delayed, Behavioral and Communications students will be taken in consideration by the committee.

21.05 Effective September 30, 1994, the system-wide P.T.R. shall not exceed 16.23:1 based on the full-time equivalent enrolment.

21.06 It is understood that the Board will hire additional Teachers, if necessary to implement Article 20 - Preparation Time and Article 21 - Class Size and Staffing.

**ARTICLE 22 - LUNCH ROOM SUPERVISION**

22.01 The daily lunch time for Teachers will be allocated in accordance with Regulation 262.

IN WITNESS WHEREOF each of the Parties has caused this Collective Agreement to be signed by its duly authorized representatives as of this 3 day of June , 1997 at Cayuga, Ontario.

FOR THE BOARD

Susan Bondaine

Harvey Richardson

Arline Curtis

Don Dunningan

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\_\_\_\_\_

FOR THE BRANCH AFFILIATE

V. Dan Fell President OPST.

Dawn Suter President H WTA

Sue Harrison <sup>H WTA</sup>  
<sub>C B R</sub>

A. Lemkul N.O. OPST. Haldimand

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**PREGNANCY AND PARENTAL LEAVE**

The Employment Standards Act, 1980

Definitions

35. In this Part,

"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;

"parental leave" means a leave of absence under subsection 38a (1);

"pregnancy leave" means a leave of absence under subsection 36 (1).

Pregnancy Leave

36. **(1)** A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

When Leave May Begin

- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) The employee must give the employer,
- (a) at least two weeks written notice of the date the leave is to begin; and
  - (b) a certificate from a legally qualified medical practitioner stating the expected birth date.
37. (1) Subsection 36 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth.
- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin; and
  - (b) a certificate from a legally qualified medical practitioner that,
    - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
    - (ii) in any other case, states the date of the birth, stillbirth or miscarriage and the date the employee was expected to give birth.
38. (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, stillbirth or miscarriage.

- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.

### Parental Leave

- 38a. (1) 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.
- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

### Special Circumstances

- 38b. (1) Subsection 38a (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.
- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.
- 38c. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.
- 38d. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
  - (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- (2) An employee who has given notice to end leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
  - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to begin.

- 38e. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he ~~or~~ she elects in writing not to **do** so.
- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (4) Seniority continues to accrue during pregnancy leave or parental leave.
- 38f. (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume in accordance with the employer's seniority system or practice, if any.
- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
- (a) the wages the employee was most recently paid by the employer; or
- (b) the wages that the employee would be earning had the employee worked throughout the leave.
- 38g. An employer shall not intimidate, **discipline**, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

TEACHER FUNDED LEAVE PLAN

1. Purpose

The Teacher Funded Leave Plan has been developed to afford teachers the opportunity of taking a one year leave of absence, and through deferral of salary, finance the leave.

2. Qualifications

Any Teacher having three years seniority with the Board is eligible to participate in the Plan.

3. Application

- a) A Teacher must make written application to the Director before March 31 requesting permission to participate in the Plan.
- b) Written acceptance or refusal of the Teacher's request will be sent to the Teacher by May 31 in the year the request is made.
- c) Approval of individual requests to participate in the Plan shall rest solely with the Board.

4. Payment Formula and Leave of Absence

- a) The payment of salary, fringe benefits, and the time of the one year leave shall be as follows:
  - i) In each year or semester of the Plan, preceding the year or semester of the leave, a Teacher will be paid a reduced percentage of his/her proper grid salary and the applicable allowances. The remaining percentage of annual or semester salary will be deferred and this accumulated amount plus any interest earned shall be retained in trust for the Teacher by the Board to finance the year or semester of leave.
  - ii) The calculation of the interest under the terms of this Plan shall be at the rate in effect for the savings/non-chequing account at the bank which handles the Board account.
- b) Teacher's fringe benefits will be maintained by the Board during the leave of absence. The Teacher will continue to receive the Board contribution for health benefits during the leave period. Any benefits tied to salary level shall be structured according to actual salary paid; for example on a (4 + 1) plan,

Year 1 - grid salary	=	\$20,000.00
Salary Paid	=	\$16,000.00
Insurable salary for group life purposes	=	\$16,000.00

- c) The year of leave shall be taken in the last year of the plan.
- d) In the year of the leave, the accumulated monies shall be paid to the Teacher according to Article 16.03 or 9.10 (1) as mutually agreed upon by the Teacher and the Board prior to the commencement of the leave.

5. Alternatives

With approval of the Board, a Teacher may select a three (2 + 1); four (3 + 1); five (4 + 1) year Plan. A Plan involving a one semester leave will also be considered.

6. Terms of Reference

- a) On return from leave, a Teacher will be assigned to **his/her** same position (including position of responsibility), or if due to declining or changing enrolment patterns said position no longer exists, the employee will be assigned to as similar a position as possible.
- b) Sick Leave credits will not accumulate during the year spent on leave.
- c) No one will be granted leave under this Plan who has been on leave and has not fulfilled all the requirements of their previous leave.
- d) Teachers declared redundant will be required to withdraw from the Plan.
- e) Superannuation deductions are to be continued as provided by the current ruling of the Superannuation Commission.
- f)
  - i) A Teacher may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board.
  - ii) In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, a Teacher may choose to remain in the Plan or **he/she** may withdraw and receive any monies and interest (see 4 (a) (ii)) accumulated to the date of withdrawal.
  - iii) Should deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest (see 4 (a) (ii)) until the leave of absence is granted.
- g) Should a Teacher die while participating in **the** Plan, any monies accumulated, plus interest earned (see 4 (a) (ii)) at the time of death will be paid to the Teacher's estate.
- h) All Teachers wishing to participate in the Plan shall be required to sign a standard form of agreement accepted by the Branch Affiliate and supplied by the Board before final approval for participation will be granted.
- i) All Teachers participating in the Plan are subject to the applicable redundancy clauses.
- j) For the purpose of this Plan, "Teacher" means anyone who is eligible to participate in the Teachers' Superannuation Fund.
- k) The period of leave shall be considered experience on the salary grid and for seniority purposes.

- l) Upon withdrawal from the Plan (6 (d); 6 (9)(i) (ii)); any monies accumulated, plus interest earned (see 4 (a) (ii)), will be repaid to the Teacher. This repayment will take the form of a lump sum adjustment made within thirty (30) days of withdrawal from the Plan. By mutual agreement of the Board and the Teacher, the repayment may be made in two instalments on a date mutually agreed upon.
  
- m) This appendix shall form part of the Collective Agreement.

**MEMORANDUM OF AGREEMENT  
TEACHER FUNDED LEAVE PLAN**

I have read the terms and conditions of the Haldimand Board of Education's Teacher Funded Leave Plan and hereby agree to enter the Plan under the following terms and conditions.

1. Enrolment Date

I wish to enrol in the Teacher Funded Leave Plan commencing

\_\_\_\_\_

2. Year of Leave

I shall take my leave of absence from The Haldimand Board of Education

from \_\_\_\_\_ to \_\_\_\_\_

3. Financial Arrangements

The financing of my participation in the Teacher Funded Leave Plan shall be according to the following schedule:

3.1 Commencing September 1, 19\_\_\_\_, I wish to defer \_\_% of each of my salary payments for the next \_\_\_\_ years.

(i.e., September 1, 19\_\_\_\_ to June 30, 19\_\_\_\_ inclusive)

3.2 Annually, The Haldimand Board of Education will provide me with a statement regarding the status of my account.

3.3 In the year of the leave, the total monies accumulated as of August 31 of that year shall be paid \_\_\_\_\_

3.4 The final payment shall include all interest that has accrued during the year of the leave.

\_\_\_\_\_  
Teacher's Present School

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Present Assignment

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**APPENDIX "C"**

**LETTER OF INTENT**

Where it is recognized by a Teacher and Principal in consultation with a Superintendent, that a difficult G.L.D. classroom situation exists, a G.L.D. Teacher Aide will be hired until the problem is alleviated.

This Letter of Intent is subject to a review after the 1990-91 teaching year

PAY EQUITY PLAN

PAY EQUITY PLAN

Between

THE HALDIMAND BOARD OF EDUCATION

and

HALDIMAND WTA and the OPSTF HALDIMAND DISTRICT

1. The establishment is the Haldimand Board of Education.
2. The bargaining unit consists of all statutory members of the FWTAO and OPSTF employed by the Haldimand Board of Education under permanent and probationary teacher contracts in the form presented in the Education Act.
3. The bargaining agents are the local Branch Affiliates of the FWTAO and OPSTF in accordance with the provisions of the School Boards and Teachers Collective Negotiation Act.
4. **JOB CLASSES**
  - Classroom Teachers Category D (1)
  - Classroom Teachers Category C (2)
  - Classroom Teachers Category B (3)
  - Classroom Teachers Category Ai (4)
  - Classroom Teachers Category A2 (5)
  - Classroom Teachers Category A3 (6)
  - Classroom Teachers Category A4 (7)
5. **GENDER PREDOMINANT JOB CLASSES**

The parties agree that the following are the female job classes

  - Classroom Teacher Category D (1)
  - Classroom Teacher Category C (2)
  - Classroom Teacher Category B (3)

The parties agree that the following are the male **job** classes

  - Classroom Teacher Category A1 (4)

The parties agree that the following are the gender neutral job classes

  - Classroom Teacher Category A2 (5)
  - Classroom Teacher Category A3 (6)
  - Classroom Teacher Category A4 (7)
6. **METHOD OF COMPARISON**

The gender neutral method of comparison used was a paired comparison ranking system.

7. COMPARISON RESULTS

The following male and female job classes were found to be of equal or comparable value.

<u>Female</u> <u>Job Class</u>	<u>Male</u> <u>Job Class</u>
Category D	AI
Category C	AI
Category B	AI

8. PAY EQUITY ADJUSTMENTS

- (1) (a) In order to achieve Pay Equity a new Category A will be created. Compensation for Category A will be calculated in accordance with paragraphs 8(2) (a) to (9).
- (b) In accordance with the Pay Equity Act, under this Pay Equity Plan
- the female job class with the lowest job rate will receive increases in compensation that are greater than the increases for other female job classes and
  - all female job classes entitled to adjustments will receive them each year until Pay Equity is achieved.
- (c) Pay Equity will be achieved on January 1, 1992.
- (2) (a) Categories D, C and B (sometimes referred to as Categories 1, 2 and 3) in the salary grids or scales of the collective agreement in effect on January 1 is 1990, shall be eliminated and replaced by Category A.
- (b) The number of experience steps in Category A shall be two steps longer than in Category B (sometimes referred to as Category 3). These steps shall be referred to as the penultimate step and the ultimate step. The salary level at all experience steps except the penultimate and the ultimate steps of Category A will be B plus .25 of the difference between each step in B and the same step in Category A. The salary at the penultimate step of A shall be the previous maximum of B plus .5225 of the difference between the previous maximum of B and of the maximum of Category A. The salary level at the ultimate step will be the same as the maximum of Category A.
- (c) On January 1, 1990 a teacher who was formerly in Category D, C or B shall move to her actual experience step in Category A but shall not move beyond the penultimate experience step of Category A except as follows:
- (i) a teacher who has under the terms of the Board's Collective Agreement, qualified to move to Category A1, A2, A3 or A4, shall do so
- OR**
- (ii) A teacher who has successfully completed the course requirements listed below shall move to the maximum of Category A on September 1 or January 1 provided course requirements are completed prior to September 1 or January 1 respectively.

No acceptable course shall be included which has been used in any way whatsoever by the teacher for her category ranking or other salary purposes under the terms of the Board's Collective Agreement. Movement shall take place as follows:

- A. In the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category B, 5 acceptable courses at least 4 of which must have been completed since January 1, 1990.
- B. In the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category C, 7 acceptable courses at least 5 of which must have been completed since January 1, 1990.
- C. In the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category D, 9 acceptable courses at least 6 of which must have been completed since January 1, 1990.

Acceptable courses shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for category placement under the terms of the Board's Collective Agreement.

- (2) (d) On each September 1, a teacher who would have been placed in former D, C or B prior to the execution of this Pay Equity Plan, shall be placed at her actual experience step in Category A but shall not move beyond the Category A penultimate experience step except as outlined in (c)(ii).
- (e) In each implementation year 1% of the Board's previous 12-month Elementary Teacher Payroll, or less if sufficient to achieve pay equity, shall be directed to fund the salary rate changes until such time as the changes are fully implemented. In addition in each implementation year, to the extent that 1% of the Board's total Employee Payroll in the previous 12 months has not been used for pay equity adjustments of other employees, it shall similarly be directed to fund the salary rate changes necessary to fully implement the adjustments.
- (f) All salary rate changes shall be made effective the first date of each implementation year. On each occasion after January 1, 1990 until completion of implementation, whenever Category A must be recalculated each step in Category A shall retain the same percentage relationship to its corresponding step in Category A1 (4) as that established as of January 1, 1990. Category A shall be adjusted in accordance with the negotiated increases to category A1.

## THREE YEAR IMPLEMENTATION OF PAY EQUITY ADJUSTMENTS

### YEAR ONE beginning January 1, 1990

- 1) Category A is calculated.
- 2) Categories D, C, and B are extended by repeating the salary at maximum until the categories are the same length as Category A.
- 3) The 1990 adjusted rates for Categories D, C, and B are determined by adding to each step one third of the difference between the step and its corresponding step in Category A.

#### Other 1990 Salary Adjustments

- 4) Categories D, C, and B as calculated in 3) above shall be increased in accordance with the negotiated increases to Category AI.
- 5) Category A is recalculated each time Category AI changes. On each occasion after January 1, 1990 when Category A must be recalculated each step in category A shall retain the same percentage relationship to its corresponding step in Category AI (4) as that established as of January 1, 1990. Category A shall be adjusted in accordance with the negotiated increase to Category AI.

### YEAR TWO beginning January 1, 1991

- 1) Category A is calculated if necessary.
- 2) The 1991 adjusted rates for Categories D, C, and B are determined by adding to each step as last adjusted in 1990 one half of the difference between the step and its corresponding step in Category A.

#### Other 1991 Salary Adjustments

- 3) Categories D, C, and B as calculated in 2) above shall be increased in accordance with the negotiated increases to Category AI.
- 4) Category A is recalculated each time Category AI changes. On each occasion after January 1, 1990 when Category A must be recalculated each step in Category A shall retain the same percentage relationship to its corresponding step in Category AI (4) as that established as of January 1, 1990. Category A shall be adjusted in accordance with the negotiated increases to Category AI.

### YEAR THREE beginning January 1, 1992

- 1) Category A is calculated if necessary
- 2) Categories D, C, and B are eliminated and all the teachers who would have been in those categories are paid in Category A.

9. It is understood that Pay Equity increases retroactive to January 1, 1990 shall be payable to all eligible teachers who were on the Board's Elementary Teacher Payroll as of that date regardless of whether or not they are still on the Board's Payroll or in the Board's employ.

Date \_\_\_\_\_

*(original document dated and signed on August 22, 1997)*

\_\_\_\_\_  
Board Representative

\_\_\_\_\_  
WTA President

\_\_\_\_\_  
Board Representative

\_\_\_\_\_  
OPSTF District President

**APPENDIX "E"**

**LETTER OF UNDERSTANDING RE INCREMENT RESTORATION**

The parties agree that experience credit for increments withheld during the Social Contract will be restored as follows:

- a) 1993-94 increments will be restored effective March 1, 1997
- b) 1994-95 increments will be restored effective September 1, 1997
- c) 1995-96 increments will be restored effective December 1, 1997

There will be no payment due to increments withheld during social contract period (i.e. no back payments).

Payment re (a) will be made in May of 1997.

**APPENDIX "F"**

**LETTER OF INTENT**

A Letter of Intent is included with this settlement to read:

The parties agree that should it be necessary to declare Brenda Hunt redundant to the system for the 1997-98 school year, she will be retained on staff and the Board will staff to a P.T.R. of 16.23:1 and 1 F.T.E. This letter is in effect for one year only and expires on August 31, 1998.