

**COLLECTIVE AGREEMENT**

SOURCE	School
EFF.	9/09/01
TERM.	98/08/31
No. OF EMPLOYEES	260
NOMBRE D'EMPLOYÉS	260

- between -

**THE HALDIMAND BOARD OF EDUCATION**

- and -

**DISTRICT 53 OF THE ONTARIO SECONDARY  
SCHOOL TEACHERS' FEDERATION, THE TEACHERS  
EMPLOYED BY THE HALDIMAND BOARD  
OF EDUCATION**

**Effective September 1, 1994** ✱

**Expires August 31, 1997**

*(extended to August 31, 1998 as mutually agreed upon by both parties)*

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## **ARTICLE 1 - PURPOSE**

### **1.01 Furthering Harmonious Relationship and Co-Operation**

It is the intent and purpose of the Parties to further harmonious relations between the Board **and the** Teachers and to co-operate to the fullest extent in an endeavour to provide the highest quality of education services.

## **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 District 53 of the Ontario Secondary School Teachers' Federation representing Teachers employed by the Board (hereinafter called the "Teachers").

### **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 Secondary School System.

### **2.03 Definition of a Part-Time Teacher**

A **part-time** teacher is a teacher **as** defined in Article **2.02** who is teaching less than a full teaching load **as** defined in Article **20.02**. Until August **31, 1990**, those full-time permanent teachers who opt for part-time duties in order to ease the impact of declining enrolment will, for seniority purposes, be credited one full year's service for each part year's service performed and such option will not constitute a break in continuous service.

### **2.04 Definition of a Short-Term Teacher**

A **short-term** teacher is a teacher **as** defined in Article **2.02** who is teaching for a period of time less than a school year, either a full teaching load **as** defined in Article **20.02** or less than a full teaching load as defined in Article 2.03.

## **ARTICLE 3 - RECOGNITION**

### **3.01 Recognition of the Negotiating Committee of the Teachers**

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

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

The Teachers 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 the Teachers to Seek Assistance**

The Board recognizes the right of the Teachers to authorize the Ontario Secondary School Teachers' Federation or any other advisor, agent, counsel, solicitor or duly authorized representative to assist it in all matters pertaining to the negotiation and administration of this Agreement.

3.04 **Right of the Board to Seek Assistance**

The Teachers 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 - AMENDMENTS**

4.01 **Any** amendment of ~~this~~ Agreement, during the term **of** this Agreement, shall be made in writing upon mutual consent of the Teachers and the Board. Either Party wishing to propose such an amendment **shall** notify the other Party in writing requesting a meeting and indicating the Article involved and the proposed change. The other Party shall reply in writing within ten (10) teaching days as to its intent as to such proposed meeting.

4.02 Notwithstanding anything in 4.01 above, if the Province of Ontario passes or amends statutes or regulations affecting the terms or conditions of employment set forth in this Agreement, the two parties shall, at the written request of either of the parties, meet to discuss amendments of this Agreement to comply with the regulations.

**ARTICLE 5 - TERM**

5.01 **This** Agreement shall come into effect on September 1, 1997 and shall continue in effect up to and including August 31, 1998 and shall continue thereafter for annual periods of one (1) year unless either Party notifies the other Party in writing within the month of January of the year in which this Agreement expires that it desires to negotiate with the view of renewal, with or without modifications, of **this** Agreement.

**ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Teachers recognize that within the limitations and qualifications contained in this Agreement and subject to the applicable legislation and regulations, it **is** the sole and exclusive right of the Board to manage the affairs of the Board. Without limiting the generality of the foregoing, this includes the right to:

- (a) hire, transfer, promote and declare surplus,
- (b) demote, discipline, **suspend**, and discharge for just cause subject to the provisions of Article 19 with respect to termination for surplus and redundancy and subject to the provisions **of** Article 22 with respect **to** Positions **of** Responsibility,

- (c) determine, **plan** and control the nature and quality of teaching programs and subjects to be taught,
- (d) **make**, enforce and alter **from** time to time reasonable rules and regulations governing teachers and to provide written notification thereof to all teachers,
- (e) plan and control the number of teachers to be employed, the number of students to be allocated to a program and the class size.

## **ARTICLE 7 - GRIEVANCE PROCEDURES**

### **7.01 Purpose**

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

### **7.02 Time Limits and Procedure**

The time limits in Article **7.06** and in Article **7.07** are mandatory and not simply directory. The procedural **steps** set out in this Article in respect to a Grievance, and in Article 8 in respect to an Arbitration, **must** be followed in the outlined order. **If** an allowed time period elapses before the next step **has** been initiated, it will be assumed that the Grievance **has** been settled unless such time period **is** extended by mutual, written agreement of the Parties.

### **7.03 Definition of Teaching Day**

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

### **7.04 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, or alleged violation of this Agreement.

### **7.05 Requirements of a Grievance**

A Grievance, to be accepted 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 Griever.

### **7.06 Complaint Stage**

A teacher **may** verbally complain to the principal concerning a matter arising from a decision of the principal **within** twenty (20) school days **of** when the complainant became or ought reasonably to have become aware of the incident giving rise to the Complaint. The complainant may bring one (1) representative of the Teachers to **an** informal meeting **with** the principal. Failing satisfaction **with** the verbal reply of the principal (which shall be given within five (5) school days of the meeting), the Complaint may then become a Grievance as set out in Article **7.05**, Requirements of a Grievance.

## **7.07 Steps of Grievance Procedure**

The methods and time limits are as follows:

### **Step 1**

The Grievance shall be submitted to the Director of Education, or delegate, at a meeting requested in writing within twenty (20) school days of when the Grievor became or should have become aware of the incident which gave rise to the Grievance. The meeting shall be held within five (5) school days of the receipt of the request. The Grievor may be accompanied by two (2) representatives of the Teachers. The Director or delegate shall reply in writing within five (5) school days of the meeting. A Grievance which arose out of an unsatisfactory reply from the principal in the Complaint Stage, in lieu of the twenty (20) school days set out herein shall be submitted to the Director of Education at a meeting requested for that purpose in writing within ten (10) school days of the unsatisfactory reply in the Complaint Stage in Article 7.06.

### **Step 2**

Failing satisfaction with the reply in Step 1 above, then within ten (10) school 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 three (3) representatives of the Teachers. The Board shall reply in writing within five (5) school 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 one (1) calendar month of the reply.

## **7.08 Policy Grievance of the Teachers**

- (a) The Teachers as a group may initiate and process a policy grievance affecting a group of teachers within thirty (30) school 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 7.05 and be processed starting at Step 1. However, the time limit specified in Step 1 shall be extended from twenty (20) school days to thirty (30) school days in the case of a policy grievance.

## **7.09 Policy Grievance of the Board**

A Grievance alleging a violation by the Teachers, their officers, a teacher or a group of teachers may be processed by the Board beginning at the equivalent of Step 2, with a request made for a meeting in writing to the Secretary of the Teachers, and the Secretary of the Teachers shall reply as set out in step 2.

## **ARTICLE 8 - ARBITRATION**

### **8.01 Requirements 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 Procedures established by this Agreement, notice 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) school days of the reply under Step 2 of Article 7.07. The recipient Party shall, within ten (10) school days, advise the initiating Party of the name of its appointee to the Arbitration Board.

### **8.02 Selection of Chairperson - Procedure and Powers of an Arbitration Board**

- (a) The two appointees ~~so~~ selected shall, within five (5) days of the notification of the second of them, or at a time mutually agreeable, appoint a third person who shall be the Chairperson of the Arbitration Board. If the recipient Party fails to appoint an Arbitrator or if the two appointees fail to **agree** upon a Chairperson 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 is final and binding upon the Parties and upon any teacher or Board employee 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 Chairperson shall govern.

### **8.03 Ineligibility to Serve as an Arbitrator**

No person shall be appointed as an Arbitrator who has a direct pecuniary interest in the matters **coming** before ~~him~~ or her or who is acting **or** has, within the period of six months immediately before the date of ~~his~~ appointment, acted as solicitor, counsel, negotiator, advisor or agent of either of the Parties, but no person *shall* be deemed to have a direct pecuniary interest by reason of being a ratepayer within the area of jurisdiction of the Board.

### **8.04 Fees and Expenses**

Each of the Parties will **pay** the fees and expenses of the nominee appointed by it and will jointly and equally share the fees and expenses of the Chairperson 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 this 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.

## **ARTICLE 9 - LEAVES OF ABSENCE**

### **9.01 Sick Leave Deductions When Teachers Have No C.S.L. Credits**

Teachers who do not have accumulated Sick Leave Credits may have leaves granted under **9.02(b)**, 9.06, 9.07 and 9.08. These teachers' credits will be adjusted at the end of the current year.

### **9.02 Bereavement Leave**

- (a) Leave of Absence of up to **three** (3) days without loss of salary and without deduction of Sick Leave Credits shall be granted to a teacher at the time of the death of a member of the teacher's or spouse's immediate family. For the purpose of **this** Article, the immediate family shall be defined as:

mother, father, brother, sister, wife, husband, children, grandchildren, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, brother-in-law.

**An** additional two (2) **school** days with no loss of *salary* or Sick Leave Credits may be granted at the discretion of the Director of Education.

- (b) Leave may be granted by the Director without loss of salary but with deduction of accumulated Sick Leave Credits for the purpose of:
- (i) attending the funeral of a friend or more distant relative;
  - (ii) attending a seriously ill member of the teacher's immediate family.

### **9.03 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.

### **9.04 Jury Duty and Witness Leave**

Leave of Absence without loss of *salary* and without deduction of Sick Leave Credits shall be granted to a teacher for **Jury Duty or Duty as a witness** in any Court to which the teacher has been summoned in any proceedings to which the teacher is not a party or one of the persons charged, provided the teacher pays to the Board any **fees**, exclusive of travelling allowances and living expenses received as a juror or as a witness.

### **9.05 Writing Examinations - Attending 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.

9.06 **Graduation of Family Member**

Leave of Absence without loss of salary but with deduction of Sick Leave Credit 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.

9.07 **Parental Leave and/or Leave for Taking Custody of an Adopted Child**

Leave of Absence without loss of salary but with deduction of Sick Leave Credits shall be granted to a teacher upon request, to the maximum number of days stated, in the event of:

- a) the birth of his child - one (1) day
- b) taking custody of an adopted child - two (2) days; provided that the time required is on a school day(s).

9.08 **Leave Requests for Personal Reasons**

Leave of Absence without loss of salary but with deduction of accumulated Sick Leave Credits may be granted for the purpose of attending to personal matters, provided that prior approval has been **granted** by the Director or delegate, or in an emergency, by telephone, with written confirmation as soon as possible. Teachers will be given up to two (2) days per year.

9.09 **Pregnancy Leave**

Pregnancy Leave shall be without pay, except that the Board shall compensate the Teacher through an Employment Insurance-approved Supplemental Unemployment Benefits Plan (S.U.B.-Plan) for the two **week** waiting period equal to the E.I. benefit that would be payable to the Teacher during each week of the 17-week benefit period.

Employee benefits shall be subsidized by the Board in accordance with Article 12.00 for a maximum of seventeen (17) weeks, during the pregnancy leave.

Seniority and experience will be granted for Pregnancy Leave, up to seventeen (17) weeks, taken within the school year.

9.10 **Unpaid Leaves**

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. The Teacher granted an unpaid leave shall have access to benefit plans (Article 12.00) offered by the Board providing the carrier approves the leave for benefit purposes. Teachers with less than ten (10) years experience will pay 100% of the premium **costs**. Teachers with ten (10) years of experience or more will have the premium 100% paid by the Board for the duration of the leave.

## 9.11 **Sabbatical Leave**

The Board may grant to one (1) applicant, a ~~full-year~~ Sabbatical Leave; or, to two (2) applicants, half-year Sabbatical Leaves on the recommendation of the Administrative Council, and subject to the regulations set out below. Such leave(s), if granted, must be for the purpose of broadening each 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**

Each applicant teacher must have at least five (5) years service ~~with~~ this Board, and must begin their Sabbatical Leave prior ~~to~~ the fifty-fourth (54th) birthday.

b) **Commitment**

Each applicant teacher must give a written undertaking to continue to teach for this Board for at least three (3) years, if granted a full-year Sabbatical Leave; or for at least one and one-half (1.5) years, if granted a half-year Sabbatical Leave, 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 or one and one-half (1.5) 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 January 1st and March 31st, 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 May 31st following.

f) **Terms (or Conditions)**

On return from a Sabbatical Leave, the teacher will be assigned ~~to an~~ equivalent position on the staff of the Board.

g) **Compensation During Leave**

During the term of the Leave, the teacher will receive seventy (70%) percent 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**

A full-year Sabbatical Leave must commence **on** September 1st of the school year following the Board's approval of the application for Leave. A half-year Sabbatical Leave may commence during the school year, at a time to be arranged with the Director of Education, but **must** be completed by June **30th** of the school year following the Board's approval of the application for Leave.

**k) Deductions**

The Board will make pension and other necessary deductions from the **salary** paid under subsection (g) above.

**l) When Salary Payable**

**For** a full-year Sabbatical Leave, one-half (1/2) **of** the Sabbatical Leave Salary (less deductions **as** noted in subsection (k) above), will be paid on September 1st of the school year in which the Sabbatical Leave **begins**, and the remaining one-half (1/2) (less deductions), will be paid **on** January **31st** which follows.

For half-year Sabbatical Leaves, the full Sabbatical Leave Salary (less deductions as noted in subsection (k) above), will be paid on the first day of the Leave.

**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 Leave(s)**

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(s) by the Board. No teacher shall be granted more than one full-year Sabbatical Leave or two half-year Sabbatical Leaves during their employment with the Board.

p) **Discretionary Granting of Sabbatical Leave**

The Board may exercise its discretion in the granting of Sabbatical Leave(s) *so* that none may be granted in some years and more than *one* full-year Sabbatical Leave or two half-year Sabbatical Leaves may be **granted** in other years when it seems advisable to do *so* because of staffing requirements.

9.12 **Loss of Pay**

Any absence not set out in Article 9.02 through Article 9.11 inclusive shall result in a deduction **from** the teacher's pay. Such daily rate of pay shall be determined in the proportion that the **total** number of days during which the teacher bears to the whole number of teaching days in the year (in accordance with Section 231(1) of the Education Act).

9.13 **Federation Officer(s)**

- a) District 53 may grant to an Officer of District 53, O.S.S.T.F., up to a full timetable for Federation work. The District shall notify the Board in writing, of the Officer(s) granted the part timetable, or no timetable by April 21st of the current school year.
- b) **The** Federation Officer(s)' total *salary* shall be paid by the Board in accordance with the dates outlined in Article 16.03 and the District shall reimburse the Board for the Federation Officer(s) as though the officer(s) was a category 3 - zero years teacher.
- c) For the **purpose** of interpreting the following articles or clauses, the Officer(s) to whom a part timetable or no timetable is granted shall be considered a full-time teacher; 10.03, 10.04, 11.02, 12.00 and 19.00. In addition, said Officer(s), when he/she returns to a full timetable shall be entitled to **full** increment.
- d) For the purpose of interpreting Articles 19.00 and 20.00, the Officer(s) granted a part timetable **or** no timetable shall be considered a part-time teacher equal to the portion of a full timetable assigned.
- e) A teacher(s) holding a position of responsibility cannot continue to hold that position for the duration of **the period** for which he/she works on a part timetable or no timetable. However, on his/her return to full-time teaching, the teacher(s) shall be restored to the position of responsibility he/she held, if the same still exists.

- f) In traditionally organized schools, the part timetable assigned to the Officer(s) shall be arranged so that it occurs either in the morning or afternoon. In semestered schools, the part timetable shall be assigned to the Officer(s) for each semester after consultation with the Branch Affiliate, the Officer(s), and the Principal, and ratification by the appropriate supervisory officer.

## **ARTICLE 10 - SICK LEAVE**

### **10.01 Eligibility**

This Sick Leave Plan applies to all teachers who come within the scope of this Agreement.

### **10.02 Permanent Part-Time Teachers Pro-Rata Entitlement**

Permanent Part-Time teachers shall receive the benefits of this Plan on a pro-rated basis in proportion to the time employed.

### **10.03 Annual Sick Leave Credit**

The annual sick leave credit shall be twenty (20) days based upon a full teaching year and credited on the first teaching day in September. Teacher's credits shall be adjusted on a pro-rata basis for leaves of absence of one (1) month or more. Teachers commencing duties during the year shall receive credit on a pro-rata basis on their first teaching day. Teachers will retain and accumulate the unused portion of their annual sick leave credit each year.

### **10.04 Maximum Accumulation**

The unused portion of Sick Leave Credits will accumulate from year to year to a maximum of 350 days.

### **10.05 Certification**

Absence for illness or accident is to be certified by a doctor after three (3) consecutive teaching days, if required by the Board.

### **10.06 Accident Under Workers' Compensation Act or Other Benefit**

Where an absence is due to an accident compensable under the Workers' Compensation Act, the period of absence to be charged against Sick Leave Credits shall be reduced to give effect to only the net salary paid by the Board.

### **10.07 Restricting 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 purposes other than illness.

## **ARTICLE 11 - RETIREMENT GRATUITY**

### **11.01 Definition of a Retiring Teacher**

A retiring teacher **is** one who ceases to be employed by the Board, and who retires on a pension under the Teachers' Pension Act, 1989.

### **11.02 Calculation of Gratuity**

A teacher 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 teacher 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 and formula:

#### **Schedule**

<b><u>Years of Continuous Service with the Board</u></b>	<b><u>Percentage of Gratuity to be Applied in Formula</u></b>
Fewer than five (5) years	Nil
Five (5) years	4%
Six (6) years	8%
Each additional full year of continuous service over six (6) years	A further 4% to a maximum of <i>fifty</i> (50%) percent of the final salary in the year of retirement

#### **Formula:**

$$\frac{\% \text{ of formula set out above} \times \text{salary} \times \text{number of days of sick leave}}{300} *$$

\* For the purposes of calculation in this formula, the maximum number of days of sick leave shall be 300.

### **11.03 Gratuity Payment**

The Gratuity is to be paid to the teacher, or, in the case of death, to the estate of the said teacher either:

- a) in two (2) equal annual instalments in the two (2) years immediately following retirement;

or

- b) in one lump sum payable on February 1st of the year following the effective date of retirement;

whichever method is requested by the teacher upon retirement.

Teachers selecting b) must submit their resignations by January 31st for retirement effective June 30th.

11.04 **Death While in Service**

The balance remaining in the Sick Leave Account of a teacher who dies while in the service of the Employer will be paid to the Estate or declared legal beneficiary of such teacher, subject to the Education Act, Section 158 and Article 11.02 above.

For a teacher who dies in service of the Board, the premiums for the benefit plans (Article 12) for that teacher will continue to be paid by the Board for a period of three (3) months beyond the month of the death of the teacher.

11.05 **Approved Leaves of Absence**

Leaves of Absence approved by the Board will not constitute a break in continuous service for the purpose of this Article 11.00.

**ARTICLE 12 - BENEFIT PLANS**

12.01 **Group Life Insurance**

- a) Teachers may opt to purchase Group Life Insurance in \$10,000.00 lots up to a maximum of \$200,000.00. Teachers who do not presently carry the maximum coverage available, may be required to present proof of insurability when they seek additional coverage.
- b) Teachers who continue teaching after age 65 may retain their coverage, at the group rates, until their retirement.
- c) The Board will contribute 100% of the premiums to a maximum of \$25,000.00 of insurance. Teachers who opt for more than \$25,000.00 of insurance will be required to contribute the total premium of the insurance in excess of \$25,000.00. The Board contribution is based upon full-time teaching duties.

12.02 **Extended Health Benefits**

The Board will contribute 100% of the premiums for the Extended Health Insurance Plan. The Board contribution is based upon full-time teaching duties.

12.03 **Dental Plan**

The Board will contribute 100% of the premiums for properly enrolled teachers in the Blue Cross Dental Plan #9, with riders 2,4, and 3 (orthodontics with 50/50 coinsurance and

**\$1,500.00** lifetime **cap**) or equivalent. The Board contribution is based upon full-time teaching duties.

Part-time teachers who are engaged on a regular basis to work 50% of the time or more 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.

**12.05**      **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.

**12.06**      **Dependents' Insurance**

Upon application, the Teachers shall have coverage of spousal insurance by the Board's carrier in the amount of **\$10,000.00, \$20,000.00 or \$30,000.00** and shall have coverage of child insurance by the Board's carrier in the amount of one-half (1/2), spousal coverage per child to age **21**. The Teacher shall pay **100%** of the premiums. The Board shall deduct and remit the premiums to the Board's carrier.

**12.07**      **Retiree Benefits**

Teachers who retire from the Haldimand Board of Education may continue enrolment in the following plans:

- 12.02**              Extended Health Benefits
- 12.03**              Dental Plan

Retired Teachers will pay **100% of** the premium cost and may remain enroled in the plans **until** his/her 65th birthday and will prepay the premiums one year in advance, by post-dated cheques.

Conversion privileges to these plans will be available **only** at the time of retirement.

**ARTICLE 13 - IMPLEMENTATION**

**13.01**      **Salary Upon Hire**

No teacher shall be hired at a salary higher than that being paid to a teacher already on staff having the same or equal qualifications, experience, and responsibility.

**13.02**      **Qualifying For Change in Category**

A teacher who qualified for a change in Category, in the subject area in which employed, by reason of improved qualifications shall receive the appropriate differential amount in addition to the increment, where applicable. The following shall apply to such Category change:

- a) **Summer Courses**
- (i) Where the teacher improves qualifications by successfully completing Summer Courses by August 31st, and the teacher notifies the Director of Education in writing of such improvement by September 30th, the increase shall be effective on September 1st.
  - (ii) Where the teacher expects to improve qualifications by completing Summer Courses by August 31st, but has not received official notification from O.S.S.T.F. (Certification Rating Statement), to comply with (i) above, the teacher shall inform the Director of Education in writing of such possible improvement by September 30th.
  - (iii) Where the teacher improves qualifications as in (i) above, and notifies the Director of Education in writing of such improvement between October 1st and January 1st, the increase shall be effective January 1st of the current school year.

In both (i) and (ii) above, the increase shall be effective September 1st upon receipt of documentary evidence.

b) **Courses Completed September - December**

- (i) Where the teacher improves qualifications by successfully completing courses in September through December and the teacher notifies the Director of Education in writing of such improvement by January 1st following, the increased salary will be retroactive to such first day of January.
- (ii) Where the teacher completes the requirements for courses in (i) above but does not receive notification from O.S.S.T.F. prior to January 1st, the teacher, in order to remain qualified for expected adjustment, shall notify the Director of Education in writing by January 1st of the contemplated adjustment.

c) **Adjustments to a) or b) Above**

No adjustments in a) or b) above will be made unless documentary evidence has been received prior to the first day of April.

13.03

**Board Right to Withhold Increment**

Salary increments are given for satisfactory service. It shall be the prerogative of the Board to withhold for one (1) year the salary increment of a teacher whose work is inadequate as attested by the Director of Education and/or principal, provided that the teacher is given notice in writing why the Board is withholding the increment, is instructed how to improve, and provided the teacher is reinstated at the correct point on the salary schedule if satisfactory improvement is made. Failing satisfactory improvement, the teacher shall be dismissed in accordance with the terms of the Contract of Employment.

## **ARTICLE 14 - CATEGORY DEFINITIONS**

### **14.01 Derivations of Category Definitions**

Category definitions shall be those established by the latest Ontario Secondary School Teachers' Federation Certification Plan which has been approved by the Ontario Public School Boards Association. For the purpose of salary categorization, the Board recognizes ~~the~~ the Certification Rating Statement issued by ~~the~~ the O.S.S.T.F. Certification Board.

### **14.02 Documentary Proof and Rulings**

It shall be incumbent on all new teachers, experienced and inexperienced, to provide documented proof in the form of a Certification Rating Statement from O.S.S.T.F. as to the appropriate Group Classification. In **case** of a dispute, the ruling of the O.S.S.T.F. Certification Board shall be final.

### **14.03 Board Request to Teach in Another Area**

A request **from** the Board for a teacher to teach in an area other than that teacher's specialty shall not result in a reduction in salary, and such teacher shall be paid as though teaching the work for which certified. Said teacher shall be notified of a September assignment by the preceding June 30<sup>th</sup> when requested to teach outside the teacher's specialty. For a second semester, said teacher will be notified by October 31<sup>st</sup>.

### **14.04 Teacher Request to Teach in Another Area**

A request from a teacher on **staff** or an applicant to teach in an area other than that teacher's specialty shall not require the Board to pay such teacher at the specialist rate.

### **14.05 Displacement Due to Non-Requirement**

When a teacher is displaced from an area of specialist qualifications because of a decrease in demand for that course, the Board **will** accommodate the teacher in another subject area or in another school at the **salary** paid for the specialist qualifications. Such arrangement is contingent upon the teacher commencing retraining immediately in the new **area** and providing annual proof that retraining is progressing by at least one course annually.

## **ARTICLE 15 - ALLOWANCES**

### **15.01 Allowance for Experience**

#### **a) Previous Teaching**

Previous teaching experience in Ontario or equivalent prior to employment with the Board will be granted **full** recognition on schedule up to the maximum salary for the appropriate category. A teacher hired on or before the 15<sup>th</sup> of any month will receive full experience

credit for that month. A teacher hired after the 15th of any month will not receive credit for that month. **This** experience to be supported by statements from the Ontario Teachers' Pension Plan Board.

b) **Accumulating Experience**

A teacher employed under Article 2.03 or 2.04 shall receive sick leave credits and credits for teaching experience to the closest full month taught. Part month experience shall accumulate.

15.02 **Allowance for Letter of Permission**

The **maximum** placement for teachers teaching on a Letter of Permission shall be two (2) increments below the maximum of Category 1.

15.03 **Allowance for Related Trade or Professional Experience**

Seven (7) years at \$728.00 to a maximum of \$5096.00.

Such allowance shall not pierce the maximum of the teacher's category.

15.04 **Allowance for Responsibility**

The following Responsibility Allowance shall be granted in addition to the salary schedule: Effective dates September 1, 1997 to August 31, 1998.

Co-ordinator	\$6802
#1 Head	\$5186
#2 Head	\$4495
#3 Head	\$3979
#4 Head	\$3285
#5 Head	\$2594
#6 Position of Responsibility	\$1900
#7 Position of Responsibility	\$ 130/course

15.05 **Degree Allowance**

The following allowance **for only one** of the undernoted Degrees shall be granted (if they have been approved by the O.S.S.T.F. Certification Board), in addition to the salary schedule provided the said Degree is applicable to the teaching of a subject; M.A., M.Sc., M.ED., M.B.A., M.Sc.ED.:

\$1226

15.06 **Retention of Other Degrees' Allowance Previously Granted**

Teachers presently on staff who are receiving an allowance for a degree shall continue to receive the allowance in the amount stated in the Collective Agreement.

15.07 Notification Regarding New Position

When the Board designates a new position coming within the scope of this Agreement, the Board will notify the Teachers in advance of the appointment.

**ARTICLE 16 - SA URY SCHEDULE**

16.01 Salary Schedule - Teachers

**GRID -**

Years of Experience	Cat. I	Cat. II	Cat. III	Cat. IV
0	\$31,100	\$32,412	\$35,388	\$37,024
1	33,035	34,489	37,778	39,610
2	34,970	36,566	40,169	42,196
3	36,904	38,643	42,559	44,782
4	38,839	40,720	44,949	47,368
5	40,774	42,797	47,340	49,954
6	42,709	44,874	49,730	52,540
7	44,644	46,951	52,120	55,127
8	46,579	49,028	54,511	57,713
9	48,514	51,105	56,901	60,299
10	50,449	53,182	59,292	62,885
11	52,384	55,259	61,682	65,471

16.02 Salary Schedule - Vice-Principals and Principals

<del>Ex</del> perience	Vice-Principals	Principals
0	\$72,265	\$80,405
1	74,009	82,149
2	75,753	83,891
3	77,499	85,633
4		87,377

16.03 Method of Payment

Salary shall be paid in accordance with the following agreed upon dates:

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 teaching day in	June -20% of annual salary
	100%

**16.04 Federation Fees**

Federation fees and levies for Federation Leave shall be deducted in ten (10) equal instalments.

**16.05 Daily Rate of Pay**

The daily rate of pay for any purpose shall be determined in accordance with Section 231 of the Education Act.

**ARTICLE 17 - PROFESSIONAL ~~E~~ \_\_\_\_\_**

17.01 The Board will contribute required amounts of up to one-half (1/2) of one (1%) percent of full-time Teachers' salaries and an additional \$5,000 to a program of Professional Development. The decision as to how, when, to what extent and for what projects this contribution is to be deployed is solely the decision of the Board, and the money will be administered in accordance with Board policy. The Local Federation may liaise with officials of the Board to discuss the status of the Account at a mutually convenient time.

**ARTICLE 18 - INPUT COMMITTEE**

18.01 The parties agree that an Input Committee to discuss matters affecting education in the secondary schools of The Haldimand Board of Education is desirable. The Teachers will form a committee of five (5) teachers to meet with a committee composed of five (5) board members. The Director of Education, and other staff as needed, will attend as resource staff. Meetings shall be held in the last week of October, November, January, March, and May, subject to either or both Parties submitting a written proposed Agenda to the Secretary of the other Party, outlining matters to be introduced for discussion, no later than the 15th calendar day of such meeting month. In the event that an emergency arises which cannot reasonably await discussion until the following regularly scheduled meeting, either Party may request a special meeting, which may be held by mutual agreement.

**ARTICLE 19 - STAFFING**

**Note: Re Increment Restoration**

The Board agrees to restore increments for the 1993-94 and the 1994-95 increments on September 1, 1996 and the 1995-96 increments on February 1, 1997. There will be no back payments for increments lost during Social Contract. This represents final settlement of the increment restoration.

The teachers agree to pay for the cost of increment restoration by reducing staff by an additional 7.67 FTE teachers beyond the required 4.75% reduction mandated by the framework agreement. This results in a PTR of 15.42 to 1.

The parties agree to conduct an annual reconciliation of the cost of increment restoration on the basis of:

➤ A Teacher is valued at \$55,000 per year for these purposes.

Costs for the coming year due to the restoration of increments for those teachers frozen during the Social Contract will be calculated at an agreed upon date. Any adjustments to the costs past this date will be rolled into the next year.

The 7.67 FTE teachers will be returned to the staffing complement when the savings from staff reduction (7.67) exceeds the cost of increment restoration. Teachers restoration will take place based on each \$55,000 savings.

The parties agree this represents full and final settlement of all outstanding issues. The teachers agree to withdraw grievances related to social contract issues, staffing and occasional teachers.

The Board agrees to credit \$100,000 per year toward the cost of increment restoration.

#### 19.01 Definitions

- (a) **"Surplus teacher"** - shall be defined as a teacher under permanent contract who is surplus to the staffing requirements of his present school and available for transfer.
- (b) **"Redundant teacher"** - shall be defined as a teacher under permanent contract who is surplus to the staffing requirements of the Haldimand secondary system.
- (c) **"Associate teacher"** - shall be defined as a teacher not assigned to a particular school but who is assigned on a daily basis.
- (d) **"Auxiliary teacher"** - shall be defined as a teacher who has been declared redundant and who is called to teach as required.

#### 19.02 Pupil Teacher Ratio

- (a) The Board shall staff schools in conformity with the following P.T.R.:  
**15.42:1 FTE teacher.**
- (b) Beginning with the 1997-1998 school year, the secondary enrolment on October 31 shall be used to adjust the number of staff required according to 19.02 (a).
  - i) The Staff shall be generated for allocation purposes using the existing Board formula. (STAFFING CALCULATIONS - SECONDARY) Appendix C.
  - ii) A coefficient shall be applied to bring the number of staff generated by the formula to that number generated by the PTR as per 19.02(a).
  - iii) The allocation assigned by the formula to Library and Counselling shall be maintained as generated.
- (c) The secondary enrolment as calculated on October 31st each year shall be divided by the PTR obtained in (a) above to determine the number of teachers required rounded to the nearest half (1/2) teacher.

- (d) Notwithstanding (c) above, the Board shall not declare more than five **(5)** permanent teachers redundant to the secondary ~~system~~ in any one year.

### 19.03 **Staff Allocation**

- (a) The Director of Education shall notify each Principal of his/her **own** staff allocation by February **28**. A copy **of** same shall be sent to the President of the Branch Affiliate. Prior to this:
- (b) The Director of Education shall complete enrolment projections for the next school year.
- (c) The Director **of** Education and the Superintendent **of** Schools shall complete the staffing and program projections for the next school year, taking into consideration the unique make-up of each school, and
- (d) The Director **of** Education and the Superintendent of Schools shall meet with the District President (see **9.13**) or designate to discuss staff allocation information.

### 19.04 **Determination of Seniority**

- (a) Teachers will be declared surplus and/or redundant according to their seniority. Seniority shall be determined on a system-wide basis using length of teaching experience in the following order:
  - i) length of continuous service in the secondary schools of the board and its predecessors;\*
  - ii) length of continuous service with the Board and its predecessors;
  - iii) length **of** total teaching service.

\* **Note on Implementation**

Teachers presently on **staff** in the *secondary* panel will count elementary teaching experience if earned prior to September 1, **1978**.

- (b) For the purpose **of** determining length **of** continuous service, (for seniority purposes only) in **(a)(i)** and **(ii)**, all leaves, except unpaid leave as provided in Article **9.10**, granted by the Board shall count towards length **of** service. All leaves, including unpaid leave, **shall** not constitute a break in continuous service.
- (c) For the **purposes** of Article **19.05**, the Director shall prepare before February 1 of each year **a** seniority list of **all** secondary teachers. A copy **of** this list will be sent to the Branch Affiliate.

## 19.05 Determination of Staff Within School

- (a) In each secondary school in the Haldimand Board of Education jurisdiction, the principal is responsible for determining the staff requirements for his/her school according to the staff allotment as outlined by the Director of Education and according to specific program requirements.
  - (b) - For ~~the~~ purpose of maintaining the quality of education, the Board may protect teachers in the following categories despite their seniority:
    - i) Teachers holding the following Positions of Responsibility - Principal, Vice-Principals, and Heads #'s 1 - 5.
    - ii) Teachers needed to teach viable classes in O.A.C. courses where the Head does not have the necessary qualifications.
    - iii) Teachers needed to teach viable classes where special qualifications are required under Regulation 262.
- Note:** In ii) and iii) above, ~~the~~ most senior teachers in the system, with the necessary qualifications, will be the teachers protected.
- (c) If a change in the number of staff is forthcoming, the staffing needs are determined by the Principal in **consultation** with the Director, Superintendent(s) and the other Principals and in accordance with Article 19.06.

## 19.06 Filling of Vacancies

- (a) A Teacher who is declared surplus to a school shall, where a vacancy exists for which he/she is qualified, be transferred to such vacancy. If more than one teacher declared surplus is qualified for the vacancy, the teacher with the greater seniority as defined in Article 19.05 (a) **and** (b) shall be transferred. **If** a surplus teacher refuses to transfer to a position for which qualified, the obligations **of** the Board under **this** Article shall be null and void.
- (b) Prior to the winter break, the Director will inform those teachers who may be redundant.
- (c) Between February 28 and April 1, principals will determine those teachers surplus to their school. Principals will **use** Articles 19.05 (a) and (b) and 19.06 as their guide.
- (d) Principals will, by April 1, submit to the Director a list of teachers tentatively surplus to their school and **their** known **qualifications**. The director shall inform such **persons** prior to posting available positions.
- (e) Principals will, by April 1, submit to the Director a list of those teaching assignments yet unassigned. **These** assignments will be posted within five (5) teaching **days** of receipt of the lists. All teachers will have five (5) teaching days in which to apply for any of the posted positions.

- (f) Transfers, under **19.07(a)**, shall be made at a meeting held within twenty **(20)** teaching days **of** the first of April in accordance with Article 19.05. Notification shall be given in accordance with section 8 on the Permanent Teacher's Contract. **A list of** these names will be sent to the Branch Affiliate.

**19.07 Posting of Positions for Surplus Staff**

A list of positions to which surplus staff cannot be assigned shall be posted. Teachers who are interested in these positions and who are qualified for or can become qualified before the assignment **begins**, may apply. **An** interview ~~team~~ will select a candidate who, in their judgement, will do the best job.

**19.08 Transfer to Elementary Schools**

- (a) **As** vacancies arise in the Elementary panel, qualified teachers in the Secondary panel will be considered for these positions. Preference will be given to Secondary teachers who so indicate on their preference sheets and/or to teachers who **may** be in a position of being declared redundant before consideration be given to applicants from outside the system.
- (b) Individual arrangements will be made with respect to whether the transfer is to be of a short term or permanent nature and subject to the elementary redundant clause.
- (c) In every case, consideration for transfer will be contingent upon the suitability of the secondary teacher for the assignment in the judgement of the Director **of** Education. It is understood that this judgement is not grievable.

**19.09 Declaring Teachers Redundant**

- (a) All teachers under permanent contract, for whom positions with the board are unavailable, shall be declared redundant according to 19.05 and 19.06
- (b) A teacher who is declared redundant shall be notified in writing as soon as possible but not later than April 30 **of** the school year preceding that for which he or she is declared redundant.

**19.10 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 **Associate** Teacher from September 1 to December 31 of the same year following notification as set out in Article 19.10 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 Occasional Teachers for supply teaching, subject to availability when the principal attempts to notify him or her of the availability of supply teaching. The Accumulated 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 or she be entitled to use sick leave previously accumulated. The Auxiliary Teacher shall have 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.

#### 19.11 **Recall**

- (a) The teacher declared redundant, in order of seniority as per **19.05**, shall have priority right to recall if a vacancy develops for which he or she is qualified or may become qualified before the commencement of the assignment. **This** priority right **of** recall is 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) The **Board** will provide the teacher ~~with~~ a letter stating that teacher's contract **was** terminated due to being declared redundant and for no other reason.
- (c) 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.

#### 19.12 **Non-applicability to Probationary Teachers**

The provisions of Section **19.05**, **19.09**, **19.10**, **19.11**, **19.12** of **this** Article do not apply to probationary teachers.

#### 19.13 **Right of Board to Transfer Teachers**

Nothing in this Article shall be deemed to take away the right **of** the Board to transfer teachers consistent with its program. The Director of Education shall be entitled to transfer or otherwise accommodate teachers prior to October **15** of the year concerned, if the actual October **31** enrolment requires an adjustment in staffing.

#### 19.14 **Posting of Positions**

All positions **and all** classes requiring special qualifications which become available in the secondary schools of the County, whether temporary or permanent, shall be posted in the secondary schools of the County. **An** interview team will select a candidate who, in their judgement, will do the best job.

**Article 20 - Working Conditions**

20.01 The ~~Parties~~ recognize that the workload assigned to each teacher should be a fair and equitable one. ~~The Parties~~ recognize that the Board requires some flexibility in making an assignment of workload, and that the workload of each teacher cannot be identical. The Parties desire a speedy, efficient and inexpensive format for the resolution of any ~~disputes~~ which may arise with respect to the assignment of workload to any teacher.

20.02 a) **Teaching Load**

Teaching time shall not exceed seventy-five per cent (75%) of available scheduled formal class time/cycle excluding lunch periods.

b) **Non-Teaching Time**

Not more than sixteen (16%) of non-teaching time shall be allocated to supervision.

20.03 **Occasional Teachers**

The Board undertakes to hire occasional teachers for any absence of a teacher for one day or longer whenever a qualified occasional teacher is available and provided that the principal or designate is notified not later than 7:30 of the morning of the absence. The Board also undertakes to hire **occasional** teachers for up to one hundred (100) occasional days per school year, per school for any absence of a teacher for one day or longer for any student activities. The Board shall not use any internal coverage for full day student activities. The Board may use internal coverage for part day absences in so far that it does not contravene article 20.02 (b). A teacher who will be absent more than one day shall notify the principal or designate of the expected length of his/her absence.

20.04 **Class Size**

The Board recognizes that the following figures should be considered maximums in organizing the schools. The teachers recognize that it may be necessary to exceed these maximums.

**Academic & Business**

Advanced	32
General	28
Basic	20
Special Education	14
Destreamed	24

**Technological & Family Studies**

Advanced	22
General	18
Basic	14
Special Education	12 or as per Regulation 262
Destreamed	24

Further, it is expected that principals will include a teacher representative with department heads in the early stages of planning for the next school year.

### **Article 21 - Workload Grievance**

**21.01** Any teacher, including those holding positions of responsibility, may grieve his/her assignment of workload, if he/she believes it to be contrary to Article **20.02** or excessive.

**21.02** (i) A teacher may grieve a breach of Article **20.02** by following the procedure set out in Article **21.03 (b) to (f)**.

The Umpire shall decide whether there has been a breach of Article **20.02** and shall direct the Board to make such adjustments as are necessary to fulfil the requirements of Article **20.02**.

**21.03** (a) Notwithstanding that the number of teaching periods assigned falls within the parameters of Article **20** aforesaid, a teacher may grieve that his/her workload is excessive.

(b) A teacher shall notify his/her principal in writing of his/her grievance as soon as possible but not later than ten (**10**) teaching days after the commencement of the assignment.

(c) The teacher and a designated representative of the Branch Affiliate shall meet with the principal and the Director of Education or his designate within 3 teaching days after the delivery of the grievance, and they shall make every effort to resolve the dispute.

(d) If no resolution is reached which is satisfactory to the Parties, the Branch Affiliate may within 2 teaching days after the meeting by notice in writing to the Director and the Umpire require the grievance to be determined by the permanent umpire.

(e) The permanent umpire shall within five (**5**) days of receipt of the notice hear and determine the grievance.

(f) The decision of the umpire shall be rendered within three (**3**) days of the hearing.

(g) The duty of the permanent umpire is not to decide whether the Board or Teacher is acting reasonably.

(h) The permanent umpire *shall*, having regard to all relevant matters, including, without limiting the generality of the foregoing, the subject areas being taught by the teacher, the number of pupil teacher contacts, the number of credits, the number of teaching periods assigned and the number of supervisions, decide whether the teacher's workload is in his/her opinion excessive.

(i) Should the umpire rule that the Teacher's workload is excessive, he/she shall also indicate his/her reasons for his/her conclusion and the Board shall forthwith make such adjustments as may be necessary to reduce the teacher's workload to a level which is fair and equitable.

j) Should the Board fail to **make** the adjustment **as** set out in (i), the Branch Affiliate may within fifteen **(15)** teaching days of the umpire's decision request the umpire to specify what adjustments are to be made and the Board shall implement the direction of the umpire within the time period specified by the umpire.

(k) The request of the Branch Affiliate in (j) shall follow the procedure set out in (d) to (f) herein.

#### 21.04 Umpires

(a) The parties **agree** that there shall be a list of three (3) permanent umpires who will be called **upon** in rotation.

(b) The rulings of the umpire shall be final and binding and not subject to appeal or judicial review.

(c) The parties will equally bear the fees and expenses of the umpire.

#### 21.05 Rulings of Umpire

The **ruling** of the umpire *shall* demand to be a decision of an arbitrator under the provisions of Section **52(1)** of School Boards and Teachers Collective Negotiations Act.

### **ARTICLE . - POSITIONS OF RESPONSIBILITY**

#### 22.01 Secondary School Organization

Secondary schools shall be organized by departments or other similar organizational **units**. Such departments or similar organizational **units** shall be recommended by the Director of Education and ratified by the Board.

Where a program of business studies or technological studies is offered in a secondary school, the Board *shall* appoint a teacher to be in charge of such program subject to the authority of the Principal. Notwithstanding the **preceding**, such program shall meet the requirements of a department as outlined in this Article.

The assignment of a subject to a specific department *shall* be the responsibility of the Principal, subject to the approval of the Director of Education.

#### 22.02 Leadership Positions

a) Departments or similar organizational units shall be supervised by a teacher or teachers as follows:

**#1** head and **#6** position of responsibility for departments with **45+** classes

**#1** head for departments with **30+** classes

**#2** head for departments with **23-29** classes

**#3** head for departments with **16-22** classes

**#4** head for departments with **12-15** classes

**#5** head for departments with **8-11** classes

- #6 position of responsibility appointed under special circumstances (e.g. organizational **units** with 45 or more classes, physical and health education organizational **units**, guidance)
- #7 position of responsibility for programs with 1-7 classes

Each distinct **course** being taught in a multi-grade or multi-level class will for the determination of positions of responsibility be deemed to be a separate class.

- b) **Up to 2** periods per year may be assigned, at the discretion of the Director, in schools for office time.

**22.03 Special Circumstances**

**Because** of the nature of the Guidance, Physical and Health Education, Special Education, Library and Co-op Education organizational **units**, the following criteria have been established:

**22.03.1 Guidance**

The staffing ratio will be 1.0 **FTE guidance** teacher for each 360 students. There **shall** be a minimum of **1.0 FTE** guidance teacher per school per year.

800+ students	#1 head
575 - 799 students	#2 head
350 - 574	#4 head
349 or fewer students	#6 position of responsibility

**22.03.2 Physical and Health Education**

All schools - the number of classes to be taught determines the level of headship (minimum level is #3 head).

Schools with **575** or more students - in addition to the headship provided for above, a #6 position of responsibility will be appointed.

**22.03.3 Special Education**

In schools with **575** or more students, a #1 **head** will be assigned and will be given one administrative period per school year.

A **gifted** learning resource teacher (GLRT) will be assigned to each school for 1 period per school year.

A learning resource teacher (**LRT**) will be assigned on the following basis:

**1 LRT** period for each 8 identified students, to a maximum of **2.5 FTE** teachers.

Self-contained classes shall be staffed at **1.33 FTE** teachers for each self contained class.

#### 22.03.04 Library

In schools of 800 or more students, there shall be a maximum of 9 library periods. These periods will be pro-rated for enrolments below 800.

800+ students	#3 head
575 - 799 students	#4 head
574 or fewer students	#5 head

#### 22.03.05 Co-op Education

The staffing ratio shall be: 12.5 students:1/6 FTE teacher.

#### 22.04 Appointments to Positions of Responsibility

Teachers appointed to positions of responsibility shall meet all of the criteria of the Position of Responsibility Article and Regulation 262 in order to qualify for appointment and remuneration. Appointments to any of these positions of responsibility may be modified or withdrawn by the board after due notice.

#### 22.05 Annual Department Review

The status of departments shall be reviewed annually based on the number of periods taught in designated subject areas as of September 30 of the current school year. (Semestered schools shall be assessed according to the actual periods taught on September 30 and the projected periods for the second semester, subject to the approval of the Superintendent). Any change in the status of the department shall become effective January 1 of the current school year. This review shall be conducted in November of each school year by the Director in consultation with each secondary school principal. The results of the review shall be communicated, forthwith, to any affected teachers in positions of responsibility.

The combination of the departments shall be at the discretion of the Board which will review the recommendations of the Director of Education.

No department head will have his/her position altered by more than one level in a given year.

Notwithstanding the above, a newly assigned person to a Position of Responsibility shall receive remuneration as of September 30th (retroactive from November review).

#### 22.06 Administrative Time

Administrative periods shall be given to organizational units with the following number of classes:

1. 16 classes or more - 1 administrative period per school year.
2. Departments with fewer than 16 classes, where workload demands, may request an administrative period.
3. There will be a minimum of five (5) administrative periods assigned to a school per school year.
4. When there is a difference between the actual number of classes and the projected number of classes, adjustments will be made in semester two.

**ARTICLE 23 - JUST CAUSE**


23.01 The Board agrees that no teacher shall be disciplined, demoted or discharged without just cause, subject to the provisions of Article 19 with respect to surplus and redundancy and subject to Article 22 with respect to positions of responsibility.

**ARTICLE 24 - EXPIRY DATE FOR SPECIFIC ARTICLES**

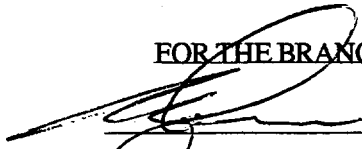
Appendix "B" shall cease being part of this Agreement, effective August 31, 1999.

IN WITNESS WHEREOF each of the Parties has caused this Collective Agreement to be signed by its duly authorized representatives as of this 6th day of May, 1997, at Cayuga, Ontario.

FOR THE BOARD

  
\_\_\_\_\_  
Dan Durrigan  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE BRANCH AFFILIATE

  
\_\_\_\_\_  
Jeremy Russell  
Kate Bud  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A"**

**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 and 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 31st 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 31st 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) Teachers' 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 I - 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**

- a) With approval of the Board, a teacher may select a three (2 + 1); four (3 + 1); five (4 + 1) year Plan.

**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 soon 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) Pension deductions are to be continued as provided by the current ruling of the Ontario Teachers' Pension Plan Board.
- f) i) A teacher may withdraw from the Plan any time prior to March 1st 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 Ontario Teachers' Pension Plan.
- 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. f(i); 6. f(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 **dates** mutually agreed upon.

**MEMORANDUM OF AGREEMENT RE: 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 "B"**

### **EARLY RETIREMENT INCENTIVE PLAN**

#### **Purpose**

The purpose of the Early Retirement Incentive Plan is to enable Secondary Teachers, during the period of declining enrolment, to retire earlier than might otherwise be possible.

#### **Retirement**

Mandatory retirement age for teachers employed by the Haldimand Board of Education shall be age **65**. When a teacher reaches the mandatory retirement age during the school year, the teacher may continue to be employed **until** August 31st of that school year.

#### **Qualifications and Conditions**

1. The Teacher must be at maximum of his/her category.
2. The Teacher must have been on staff of the Board for the ten years immediately preceding entry into the program.
3. Approval of **an** individual request to participate in the Plan shall rest solely with the Board.
4. Payment is to be made in the year following the Teacher's retirement.

#### **Amount**

- a) For teachers who are eligible for an unreduced pension, the **sum** payable shall be:
  - i) **\$12,000** if retirement is taken in the first year of eligibility;
  - ii) **\$ 7,200** if retirement is taken in the second year of eligibility;
  - iii) **\$ 4,800** if retirement is taken in the third year of eligibility;
  - iv) **\$ 2,400** if retirement is taken at least one year earlier than the mandatory retirement age.
- b) For teachers who are not covered in a) above, but who are eligible for pension, the **sum** payable shall be:
  - i) **\$12,000** if retirement is taken at or before age 60;
  - ii) **\$ 7,200** if retirement is taken at age **61**;
  - iii) **\$ 4,800** if retirement is taken at age 62;
  - iv) **\$ 2,400** if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.
- c) Teachers who retire prior to being eligible for a pension under the Teachers' Pension Act, **1989** are not eligible for **an** ERIP Payment.

**Duration** The Plan shall expire on August **31, 1999**.

**APPENDIX "C"**

**STAFFING CALCULATIONS - SECONDARY**

School \_\_\_\_\_ Date \_\_\_\_\_ for school year \_\_\_\_\_

Proj. Enrol.-Mod. = \_\_\_\_\_ x Av. St. Cr. Sel. of \_\_\_\_\_ = Proj. Credits for Sept. \_\_\_\_\_ (A)  
 Average PTC Percentage Distribution

- 1. Advanced Academic/Bus. = 172 B \_\_\_\_\_
- 2. General Academic/Bus. = 147 C \_\_\_\_\_
- 3. Advanced Tech + Fam. Studies = 120 D \_\_\_\_\_
- 4. General Tech + Fam. Studies = 98 E \_\_\_\_\_
- 5. Basic Academic = 84 F \_\_\_\_\_
- 6. Basic Tech/Fam. Studies = 76 G \_\_\_\_\_

**Base Staff**

- I Advanced Acad/Bus.  $(AxB)/1 = (x)/172 =$
- II General Acad/Bus.  $(AxC)/2 = (x)/147 =$
- III Advanced Tech + Fam. Studies  $(AxD)/3 = (x)/120 =$
- IV General Tech + Fam. Studies  $(AxE)/4 = (x)/98 =$
- V Basic Academic  $(AxF)/5 = (x)/84 =$
- VI Basic Tech/Fam. Studies  $(AxG)/6 = (x)/76 =$

**Special Education Staff**

- 7. Modified Pupils \_\_\_\_\_ - \_\_\_\_\_ classes x 1.33 F. T. E. = \_\_\_\_\_
- 8. Resource (L.R.T.) maximum 10 F. T. E. for system = \_\_\_\_\_
- 9. Behaviour (TAP) = \_\_\_\_\_
- 10. Gifted (G.L.R.T.) [one (1) period per school per year] = \_\_\_\_\_

**Administrative and Student Services**

- 11. Principal (one per secondary school) = { 1 }
- 12. Vice-Principal (one per secondary school) = { 1 }
- 13. Administrative Periods (#1, #2, and #3 Heads x 1 period) = \_\_\_\_\_
- 14. Library: enrolment x .00187 F. T. E. (maximum 1.5 F. T. E.) = \_\_\_\_\_
- 15. Guidance: enrolment x .00278 F. T. E. = \_\_\_\_\_
- 16. Co-op: number of co-op students x .0133 F. T. E. = \_\_\_\_\_
- 17. Office Administration (maximum 2 periods per school year) = \_\_\_\_\_

**Special Needs**

- 18. Adult Education = \_\_\_\_\_

**Total Staff:** \_\_\_\_\_ F. T. E.