

OF  
**JUL 15 1999**  
 COLLECTIVE BARGAINING  
 INFORMATION

SOURCE	Bud.
EFF.	98/09/01
TERM.	2000 08/31
No. OF EMPLOYEES	2,060
NOMBRE D'EMPLOYÉS	df

FILE NO.		
CERT. FILE		
Cert. Date		
MALE EMPS		
FMLE EWS		
TOTAL EMPS		
EFF. DATE 01-SEP-98		
EXP. DATE 31-AUG-2000		
CODING CONTROL	DATE	CODER
RENT CODED		
SUB. PROVS CODED		

**A COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD**

**AND**

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
 (HAMILTON-WENTWORTH)**

**EMPLOYED BY THE BOARD**

Effective from September 1, 1998 up to and including August 31, 2000

Received - union	<input type="checkbox"/>
Received - employer	<input checked="" type="checkbox"/>
Received - other	_____

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## **ARTICLE 1 - PURPOSE**

1.01 The parties to this Agreement shall make every effort to maintain a harmonious relationship between the Board and the statutory members of the Local and shall co-operate to the fullest extent in an endeavour to provide the highest quality of educational services.

1.02 It is the purpose of this Agreement to make herein provisions for salaries, allowances, benefits and those conditions of employment as specified in this Agreement, and to provide for an orderly method of settling grievances which may arise from time to time.

1.03 The employer being the Hamilton-Wentworth District School Board (herein after referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (herein after referred to as the "Union") as the bargaining agent for all teachers employed by the Board in its elementary panel save and except occasional teachers in accordance with the Education Act.

1.04 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

## **ARTICLE 2 - DEFINITIONS**

2.01 The words employed herein are intended to have the same meaning as defined or used in the Education Act, and its Regulations and amendments hereto:

2.02 (a) "Act" means the Education Act. R.S.O.1980 Chapter 129 and amendments thereto;

(b) "Regulations" means regulations made under the Act and amendments thereto;

(c) "Board" means The Hamilton-Wentworth District School Board:

(d) "Director" means the Director of Education and Secretary to the Board;

(e) "Teacher" means a teacher as defined in Part X.1 of the Education Act who is employed by the Board to teach in the elementary panel but does not include a supervisory officer, a principal, a vice-principal or an occasional teacher:

(f) "Parties" means the Board and the Union;

(g) "Local" means the Hamilton-Wentworth Elementary Teachers' Local;

(h) "Union" means the Elementary Teachers' Federation of Ontario;

(i) "Workplace Steward" means a Teachers chosen by the staff at a work site to represent the Union;

(j) "Designated Teacher" means a Teacher in charge of ensuring the safety of the school, the staff, and the students when the principal and/or vice principal is absent.

(k) "Site" means any place within the jurisdiction of the Board where members of the Local are employed;

(l) "Occasional Teacher" shall have the same definition as in the Education Act;

(m) "Staff" means the elementary Teachers covered by this collective agreement who are assigned to a single work site.

### ARTICLE 3 - UNION DUES AND ASSESSMENTS

3.01 Effective September 1,1998, the Board shall deduct, for every pay period and for each teacher, union dues and local assessments. Dues deducted in accordance with this Article shall be forwarded to the General Secretary at the head office of the Union within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.

3.02 Effective September 1,1998, local assessments deducted in accordance with this Article shall be forwarded to the Branch Office of the Union within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such local assessments.

3.03 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Bard shall, where available, provide the information in electronic form.

3.04 The Union and the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or Local.

## ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

4.01 (a) Save and, except to the extent specifically modified or curtailed by any provision of this collective agreement, the right to manage the business of the Board is vested exclusively with the Board and its administration.

(b) The Board agrees that it will not exercise any of its rights in a manner inconsistent with the terms and provisions of this collective agreement.

4.02 The Board agrees to abide by the Education Act and Regulations, and the Ontario Human Rights Code.

4.03 There shall be no discrimination against a teacher for any reason including race, ancestry, place of origin, colour, religion, sexual orientation, gender, age, family status, creed, ethnic origin, citizenship, record of offences, marital status or handicap in accordance with the Ontario Human Rights Code.

4.04 The Board and the Union agree not to penalize or discriminate against any Teacher for participating in the lawful activities of the Union.

### Evaluations

4.05 a) A signature of a Teacher on any report or evaluation respecting the performance of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to or agreement with the contents.

b) Elementary Principals, Vice-Principals and academic Supervisory Officers  
are the only personnel authorized to evaluate Teachers.

c) An evaluation report shall be made in writing and signed by the evaluator, with a copy to the teacher.

4.06 The Board shall have a policy on, and procedures for, evaluations. Any such policy or procedure shall be developed in consultation with the Union. Teachers shall only be evaluated in accordance with these policy/procedures.

### Just Cause

4.07 (a) No teacher shall be disciplined, terminated, suspended with or without pay, or demoted from a position of responsibility without just cause. Such cause shall be provided to the Teacher in writing, within seven (7) calendar days from the time the Teacher is informed of any such action.

(b) Prior to any imposition of any of the actions listed in **(a)**, there shall be a meeting held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Union present.

### Terminations and Resignations

4.08 (a) A Teacher whose employment is to be terminated as a result of an unsatisfactory evaluation shall be given notice in writing. This notice will be given at least ten (10) days in advance of the meeting of the Board at which the recommendation for the termination will be presented and will state the right of the teacher to be present with representation. Terminations for unsatisfactory evaluation shall be subject to Article 4.07 (Just Cause).

(b) A Teacher shall notify the Board by November 30th of the Teacher's intention to resign effective December 31st, and by May 1st of the Teacher's intention to resign effective June 30th or August 31st

## ARTICLE 5 - NEW POSITIONS, VACANCIES AND TRANSFERS

### Newly Created Positions

5.01 If the Board creates a new position which is to be filled by a member of the Local and that position is not presently covered by the Agreement, the Board and the Local shall meet forthwith to negotiate and endeavour to reach agreement on the terms of employment applying to the new position. Wherever applicable, the said terms shall be retroactive to the effective date of appointment of the incumbent.

### Posting of General Teaching Positions

5.02 A "vacancy" under this Article means a teaching assignment covered by this collective agreement that is unoccupied because of:

- (a)
  - (i) retirement;
  - (ii) resignation;
  - (iii) termination except in the case of surplus/redundancy;
  - (iv) a position which must be filled by a Teacher for the ensuing school year, in accordance with the Education Act and the appropriate regulations;
  - (v) a newly created position for the ensuing school year which is known prior to June 1st of the current school year;
  - (vi) promotion;
  - (vii) voluntary transfer request (Teacher requested transfer);
  - (viii) administrative transfer;
- (b) the incumbent has died.

### Notwithstanding:

1. In the event of a surplus and an accompanying vacancy within a school, the Board shall have the right to redeploy staff without posting the vacancy.

2. If a vacancy to take effect on September 1 of the following school year occurs, the Board may redeploy staff at a school/worksite before the first round of postings. The resulting vacancy must be included in the first round of postings. No further redeployment of staff as a result of further vacancies shall be permitted.

### **General Posting Information**

5.03 (a) The Board shall post all vacancies during the posting periods in all schools/worksites.

(b) Interviews shall be held at a time outside the instructional day or at a time convenient to the Teacher and the principal.

(c) Once a candidate accepts a position under this article, the Teacher will not be permitted to apply for another position in a subsequent round of postings.

(d) Where the assignment associated with a posted position is between two (2) or more work sites, there shall be one (1) set of interviews only conducted for the position.

(e) The Board shall provide a copy of the postings to the President of the Local.

(f) During the school year, due to reorganization to meet population distribution changes, positions might be altered or re-aligned by the Superintendent of Education in such a way that a Teacher's F.T.E. is not reduced.

(g) If a vacancy occurs at any time outside the specified timeframes for posting, the position will be filled by an administrative placement.

(h) All postings shall include a job description, any specific requirements, procedure for applying, and the effective date.

(i) Should the Board be unable to fill a new position or a vacancy from among the Teachers covered by this collective agreement by the end of the third round of postings described in Article 5.04, part-time Teachers requesting full time assignments shall be placed, providing they are qualified, before any other candidates are recruited or hired.

(j) Should the Board be unable to fill a new position or a vacancy from

among the Teachers covered by this collective agreement, the Board shall fill the vacancy in the most convenient manner.

### **Time frames for Postings**

5.04 (a) The time frame for the posting process shall be April 1st to the end of the first week in June.

(b) There shall be a maximum of three rounds of postings. The actual dates shall be confirmed each year by the Local and the Board's representative(s).

(c) Vacancies during the school year shall be filled administratively and posted during the posting process identified in 5.04 (a) and (b).

(d) Postings shall adhere to the following pattern:

a week of postings;  
a week of interviews;  
a week of feedback and administrative purposes.

(e) After each round of postings, all teachers requiring medical accommodation may be placed.

(f) Teachers who have been administratively transferred may be placed after the second and third round of postings.

(g) After the last round of postings, teachers who still require placement for September shall be given a placement for which they are qualified.

(h) Following the last round of postings and by June 25th, Superintendents of Education and/or designates shall place all currently employed teachers including those returning from leave. The Local will be invited **as** an observer during the final staffing process.

### **Voluntary Transfers**

5.05 (a) Requests by teachers for voluntary transfers shall be made in writing on the appropriate Human Resources form and sent to the appropriate Superintendent of Education, with a copy to the school principal, no later than March 1.

(b) Teachers requesting a voluntary transfer may participate in the posting process.

(c) Nothing shall restrict the right of any Teacher to apply for a transfer.



(d) Teachers who have received approval for voluntary transfer shall be notified of their teaching assignment for the next school year by June 25th. Written confirmation shall follow.

### **Administrative Transfers**

5.06 (a) Administrative Transfers shall not be carried out without prior individual consultation with the Teacher involved.

(b) Prior to the first round of postings, the Board shall notify those Teachers who are to be administratively transferred. The principal of the Teacher's school shall both notify the Teacher and give the Teacher an explanation for the transfer.

(c) Notice of placement to take effect September 1st shall be given to the Teacher by June 25th. Written confirmation to follow.

(d) A Teacher shall not be administratively transferred more than one in three (3) school years.

(e) A Teacher shall not be administratively transferred within three (3) school years of retirement except by mutual consent.

(f) Lack of compliance with the stated intention to retire will result in the automatic reinstatement of the teacher's eligibility for transfer.

### **Principals and Vice-Principals**

5.07 The Board shall inform the Local of all Vice-Principal and Principal transfers and appointments as they occur.

5.08 (a) The Board will ensure that teachers have access to the promotion process.

## **ARTICLE 6 - TRANSFERS**

### **Transfer to Distant Location**

6.01 The Board recognizes the hardship that a transfer over long distances may cause for some teachers and, in consultation with any teacher so affected, will endeavour to limit such transfers or placements if possible.

6.02 All Teacher who are administratively transferred as a result of staffing reorganization in September, shall be entitled to be notified at least two (2) school days in advance of the transfer. The teacher administratively transferred, as a result of staffing reorganization in September shall be provided, upon request,

with one (1) preparation day to complete the move and prepare the new classroom.

## **ARTICLE 7 - PROBATIONARY PERIOD**

7.01 a) There shall be a probationary period of two (2) years for newly hired Teachers with less than three (3) years teaching experience.

b) There shall be a probationary period of one (1) year for newly hired Teachers with three (3) or more years teaching experience.

## **ARTICLE 8 - ACCESS TO INFORMATION**

8.01 The Board agrees to abide by the provisions of the "Freedom of Information and Protection of Privacy Act".

8.02 A Teacher shall have the right to contest, in writing to the Human Resources Department the contents, and the accuracy of any information contained in the personnel file and have the same recorded in the Teacher's personnel file.

8.03 Errors in the information will be corrected and, whenever necessary, the Board will notify all parties concerned in accordance with the "Municipal Freedom of information and Protection of Privacy Act ( Bill 49 )

8.04 Where a Teacher authorizes in writing access to her/his personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

8.05 Upon request a teacher shall receive a copy of any material contained in such files.

8.06 A Teacher may submit to the Human Resources Department material to be placed in her/his personnel file.

8.07 Upon written request of the Teacher, a written warning or other disciplinary action may be removed from the teacher's personnel file after two (2) years providing the personnel record has been free from any written warning or other disciplinary action during the intervening period. Such request shall be submitted in writing to the Manager, Human Resources.

### **Medical Information**

8.08 The Board shall keep any medical information in separate files accessible only to the appropriate supervisory officer, the Human Resources Officers responsible for medication information and the Teacher.

8.09 Prior to the commencement of negotiations the Board will provide the Union with:

- (a) a statement of the current approved operating budget and expenditures,
- (b) data on salaries, allowances and a scattergram for elementary teachers,
- (c) participation in each benefit plan and benefit plan rates,
- (d) data on teacher complement, class size and pupil enrolment,
- (e) number of teachers on probationary status.

**ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT**

9.01 The Board will provide the Union with twenty-five (25) copies of the collective agreement and will supply each school/worksite with one copy of the collective agreement.

**ARTICLE 10 - SALARY AND ALLOWANCES**

10.01 Subject to the Letter of Agreement as attached on pay stubs, during the 1999-2000 school year, on each pay stub, the Board shall provide to each Teacher a notice setting forth the following:

- Salary and allowances
- Benefit plan contributions
- Accumulative sick leave credits
- Deductions

10.02 (a) For the 1998-99 school year, teachers will continue to be paid according to the respective methods of payment in accordance with the former Hamilton Board of Education and Wentworth County Board of Education.

(b) Effective September 1, 1999 annual salaries shall be paid according to the following plan:

September	8% ( 1 <sup>st</sup> Friday following Labour Day )
September 25 <sup>th</sup>	8%
October 25 <sup>th</sup>	8%
November 25 <sup>th</sup>	8%
December	8% (last day of school)
January 25 <sup>th</sup>	8%
February 25 <sup>th</sup>	8%
March 25 <sup>th</sup>	8%
April 25 <sup>th</sup>	8%
May 25 <sup>th</sup>	8%

June 25th                      20%

10.03 Payday shall be the 25th of the month. Should the 25th of the month fall on Saturday or Sunday then salaries shall be paid on the preceding Friday. Should the 25th of the month fall during a holiday period, salaries shall be paid on the last teaching day preceding the holiday period.

10.04 The Board shall transmit the Teacher's pay to the Bank or Financial Institution of the Teacher's choice so that the funds are available on the days outlined in Article 10.01 and shall provide to the Teacher at the Teacher's school or worksite a statement of payment. The Union will not hold the Board responsible for the failure to transfer funds if such failure is beyond the control of the Board.

### **Grid Placement**

10.05 Each Teacher shall be paid at the rate appropriate to the Teacher's teaching experience per articles 10.06 and 10.07 and the Teacher's category classification per article 10.09, as set forth on the attached grid.

Teachers shall be paid in Category AI until such time as they provide proof of a higher category classification. The appropriate adjustments shall be made retroactive to the date on which the employment commenced.

Teachers with less than full-time assignment shall be paid pro rata based on their assignment percentage.

### **Home Instruction**

10.06 (a) When home instruction is approved by the Board, the student's Teacher

shall be given first right of refusal of such instruction.

(b) When the student's Teacher refuses such instruction, another Teacher

within the school shall have the right to perform such instruction.

(c) If no Teacher volunteers for such home instruction, an Occasional Teacher may complete said instruction.

(d) The fee for home instruction shall be \$33.71 per hour plus 4% vacation

**pay.**

### **Prorated Salary**

10.07 Where a Teacher is employed to work only part of the school year, the Teacher shall receive that portion of annual salary that the number of days which the teacher is employed to work bears to the total number of school days in the school year.

### **Grid Placement**

10.08 A teacher shall be placed on the salary grid in accordance with teacher's qualifications and approved elementary and/or secondary teaching experience. Teaching experience for initial placement on the salary grid for those teachers newly hired by the Board on and after September 1, 1998 includes:

(a) Each full year of elementary and/or secondary experience obtained in Ontario under either probationary or permanent status.

(b) For the purposes of approved elementary and/or secondary teaching experience under probationary or permanent status a year shall be:

(i) Full time calculated by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.

(ii) Accumulated part-time teaching experience pro-rated to establish a full time equivalency by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.

(c) Other teaching experience outside Ontario if recognized by the Ministry of Education and Training or deemed equivalent by the Director or designate.

(d) Statutory pregnancy and parental leave as defined under the Ontario Employment Standards Act shall not be deducted from teaching experience.

(e) Accumulated long-term occasional teaching assignments shall be pro-rated to establish a full time equivalency by totaling the number of months and dividing by ten (10) to determine the number of years. Any remainder of five ( 5) or more months shall be counted as one (1 ) year.

(9) Each teacher shall be required to submit satisfactory proof of teaching experience.

### **Increment**

10.09 (a) To allow for an additional year of teaching experience a teacher shall advance on the salary grid in September if the teacher has taught or performed professional duties sixty percent ( 60% ) or more of the previous school year.

(b) A teacher who has been absent from work for more than forty per cent

(40%) of the previous school year due to illness, certified by a physician, or due to an approved study leave, shall be allowed to advance on the **salary** grid in September of the following school year if the teacher has not been absent for more than forty per cent (40%) of any previous school year.

(c) A Statutory Pregnancy or Statutory Parental Leave of Absence shall not prevent a teacher from advancing on the salary grid.

### **Category Changes**

10.10 A teacher's level placement for salary purposes shall be based on a Statement of Evaluation under Q.E.C.O. Programme III.

10.11 (a) A teacher who submits a Q.E.C.O. Programme III Rating Statement shall have the teacher's category placement recognized for salary purposes as of September 1, provided that:

- (i) the qualifications were completed before August 31st of the previous school year.
- (ii) the office of Human Resources has been notified before September 30th of the current school year that the teacher intends to submit improved qualifications.
- (iii) the Statement of Evaluation is registered with the Board within two (2) weeks of the teachers receiving the statement, and,
- (iv) the Rating Statement is registered with the Board before Dec. 31st.

(b) A teacher who submits a Q.E.C.O. Programme III Rating Statement shall have the teacher's category placement recognized for salary purposes as of January 1, provided that:

- (i) the qualifications were completed prior to December 31st of the current school year.
- (ii) the office of Human Resources has been notified before January 31st of the current school year that the teacher intends to submit improved qualifications.
- (iii) the Statement of Evaluation is registered with the Board within two (2) weeks of the teachers receiving the statement, and,
- (iv) the Rating Statement is registered with the Board before April 30th of the current school year.

(c) if the submission of the Rating Statement is likely to be delayed beyond the timeframes listed in (a) and (b), and is beyond the control of the teacher, the teacher is required to notify the Human Resources Department in writing, giving the reason for the delay. Nothing in this article removes the obligation of the teacher to provide notification of intention to submit improved

qualifications in accordance with the terms of this article. Otherwise, the effective date for payment will be the first day of the month following registration of the Rating Statement with the Board.

(d) For teachers who complete qualifications other than the timeframes listed in (a) and (b) above, payment for salary placement will be the first day of the month following registration of the Rating Statement with the Board.

**Grid**

10.12 (a) Effective September 1, 1998 to August 31, 1999, teachers will be paid on their respective salary grids in accordance with the former Hamilton Board of Education or the former Wentworth County Board of Education.

(b) Effective September 1, 1999 until January 31, 2000, all teachers employed in the elementary panel for The Hamilton-Wentworth District School Board shall be placed on the following salary grid:

<b>Yrs. of Experience</b>	<b>Cat. A</b>	<b>Cat. A1</b>	<b>Cat. A2</b>	<b>Cat. A3</b>	<b>Cat. A4</b>
0	28,537	30,852	32,538	35,060	37,024
1	30,098	32,538	34,361	37,165	39,266
2	31,651	34,217	36,183	39,266	41,512
3	33,206	35,899	38,004	41,369	43,752
4	34,760	37,578	39,827	43,474	46,001
5	36,321	39,266	41,650	45,580	48,243
6	37,264	40,951	43,474	47,686	50,486
7	38,797	42,633	45,299	49,786	52,727
8	40,332	44,320	47,118	51,888	54,970
9	41,860	46,001	48,942	53,990	57,218
10	46,138	47,686	50,767	56,096	59,463
11X	48,253	51,609	54,695	61,710	65,916
11Y	49,027				
11Z	51,609				

(c) Effective February 1, 2000, all teachers employed in the elementary panel for The Hamilton-Wentworth District School Board shall be paid on the following salary grid:

<b>Yrs. of Experience</b>	<b>Cat. A</b>	<b>Cat. A1</b>	<b>Cat. A2</b>	<b>Cat. A3</b>	<b>Cat. A4</b>
0	28,860	31,006	32,700	35,235	37,209
1	30,248	32,701	34,533	37,351	39,462
2	31,809	34,388	36,364	39,462	41,720
3	33,372	36,078	38,194	41,576	43,971
4	34,933	37,766	40,026	43,691	46,231
5	36,503	39,462	41,858	45,808	48,484
6	37,450	41,156	43,691	47,924	50,738
7	38,991	42,846	45,525	50,035	52,991
8	40,534	44,542	47,354	52,147	55,245
9	42,069	46,231	49,187	54,260	57,504
10	46,369	47,924	51,021	56,376	59,760
11X	48,494	51,867	54,968	62,019	66,246
11Y	49,272				
11Z	51,867				

46,231

**No Adverse Effects**

10.13 No teacher who is in the employ of the Board on date of ratification shall be adversely affected with respect to grid placement by reason of the application of any provision in this article.

Note: Teachers shall be paid in accordance with their respective pay equity plans.

10.14 (a) (i) Effective September 1, 1999 Consultants/Co-ordinators shall be paid grid salary plus an annual responsibility allowance of \$5,400.00.

(ii) The Special Education Co-Ordinator will be required to work a minimum of one week prior to the commencement of the school year and one week after the end of school year. Payment for the additional time worked prior to and after the completion of the school year will be pro-rated based on the grid salary plus allowances.

(b) Special Assignment Teachers shall be paid grid salary plus a responsibility allowance of \$139.00 per month.

**Additional Allowances**



1. The Parties agree that all allowances, excluding Principal's Assistant, Assistant to the Unit Principal and former Consultants and Special Assignment Teachers appointed on term appointments, currently paid to teachers shall continue during the lifetime of this collective agreement.
2. The Parties agree to establish, within sixty (60) days of the ratification of this collective agreement, a Joint Committee of equal representation.
3. The Joint Committee will review and make recommendations on all allowances paid to teachers under former collective agreements.
4. The Joint Committee will report by December 31,1999.

## **ARTICLE II- TRAVEL REIMBURSEMENT**

11.OI The Board shall pay to each Teacher who is authorized to use a vehicle on approved Board business mileage reimbursement in accordance with Board policy.

## **ARTICLE 12 - WORKING CONDITIONS**

### **School Year**

12.01 The 1999-2000 school year shall not exceed one hundred and ninety - four (194) school days of which no less than four (4) shall be designated as professional activity days.

### **Extra-Curricular Activities**

12.02 It is understood that extra-curricular activities are voluntary.

### **Instructional Time**

12.03 (a) Effective September 01, 1999 the Board shall ensure that each full time teacher in elementary schools is assigned to provide instruction to pupils for no more than one thousand, four hundred and fifty minutes ( 1450) for each period of five ( 5) instructional days during the school year.

Part-time teachers shall have their instruction to pupil time pro-rated.

(b) Effective September 01,2000 the Board shall ensure that each full time teacher in elementary schools is assigned to provide instruction to pupils for no more than one thousand, three hundred and fifty minutes ( 1350) for each period of five ( 5) instructional days during the school year.

Part-time teachers shall have their instruction to pupil time pro-rated.

### **Preparation Time**

12.04 (a) (i) Exclusive of morning and afternoon recesses and the lunch period, the Board shall provide each full-time teacher exclusive of Junior Kindergarten but including full time itinerant teachers of Music, French and Physical Education with a minimum of one hundred and fifty (150) minutes free from supervisory, teaching or other duties within the scheduled working day and

within each period of five (5) instructional days. Preparation time shall be allocated in blocks of not less than thirty (30) minutes each.

(ii) Teachers on part time assignments shall have this time pro-rated.

(b) The Board will provide each Junior Kindergarten teacher with release time for the purposes of preparation and planning. This time shall be exclusive of and free from the school instructional timetable, supervision and administrative duties. It is recognized that preparation time will be provided as in the past through early class dismissal.

(c) In addition to the preparation time provided above, the Parties agree that effective September 1, 1999, one (1) Professional Activity Day each year shall be for the use of each teacher as preparation time.

### **Lunch Break**

12.05 Each Teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day.

### **Time for Travelling**

12.06 A Teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.

When traveling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40 minute lunch period.

### **Teacher Absence**

12.07 The Board will make every effort to replace an absent regular classroom teacher.

### **Designated Teacher**

12.08 (a) The Principal shall appoint a Designated Teacher. In the event that the entire school administration is absent from the building on a short-term basis, the Designated Teacher shall be responsible for the safety of the students. Notwithstanding the duties of Teachers and Principals as set out in the Education Act and its Regulations, the Designated Teacher role shall be assigned to Teachers in the school who have volunteered for such assignment.

(b) Where the principal has appointed a Designated Teacher, the Teacher shall be compensated by a responsibility allowance of \$15.00 per half day or less and \$30.00 each full day.

(c) When the Designated Teacher agrees to assume any of the responsibilities of a principal or vice-principal, as outlined in Article 2.02(i) an Occasional Teacher shall be hired when these responsibilities exceed one full day.

## **ARTICLE 13 - STAFFING**

### **Class Size**

13.01 The Board shall ensure that the average class size of its elementary school classes, in the aggregate, does not exceed 25 pupils.

13.02 (a) The size of each class on October 1, 1999 shall be no more than

Junior Kindergarten	23
Kindergarten	28
JK/SK Blended	25

(b) The size of each class on October 1, 2000 shall be no more than:

Junior Kindergarten	23
Kindergarten	26
JK/SK Blended	25

13.03 The Board shall endeavour to limit to no more than three (3) the number of exceptional students integrated at any one time into a regular or rotary classroom.

### **Staffing Committees**

13.04 A District School Board Staffing Committee shall be established within sixty (60) days of the ratification of this agreement. The District Staffing Committee shall provide advice to the Superintendent responsible for elementary staffing.

There shall be two representatives from the Local, two elementary principals and the Superintendent responsible for elementary staffing on the District School Board Staffing Committee.

The terms of reference of the Committee shall be established at the first meeting.

### **School Staffing Committees**

13.05 (a) An In-School Staffing Committee shall be established in every school.

- (b) The In-School Staffing Committee shall be comprised of:
  - one Teacher as determined and elected by the school staff, and
  - the ETFO Steward, and
  - at least one administrator.
  
- (c) The responsibilities of the In-School Staffing Committee shall be as follows:
  - (i) to provide input into the organization of the school timetable
  - (ii) to provide input in the development of and to review schedules for supervision duties.
  
- (d) The Parties acknowledge that the role of this committee is advisory only and nothing in this Article restricts the Principal's right to manage the school.

#### ARTICLE 14 - MEDICAL PROCEDURES

14.01 Although the Principal may seek the voluntary assistance of the staff, the Board shall not require any Teacher to administer medication, perform any medical/physical procedures, or examine pupils for communicable conditions or diseases.

#### ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

15.01 The Board and Union agree to Co-operate with regard to the duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

15.02 The Local shall have two (2) representatives on the Board's Joint Health and Safety Committee.

15.03 The Board and the Union agree that the Guidelines for the Structure and Function of the Joint Health and Safety Committee shall be attached to the Collective Agreement for information. Such Guidelines are subject to mutual agreement between the parties to this Agreement.

#### ARTICLE 16 - HARASSMENT

16.01 The Board agrees to establish an anti-harassment policy in consultation with the Union.

#### ARTICLE 17 - BENEFIT PLANS

17.01 (a) The Board agrees to continue the respective benefit plans (former Hamilton Board of Education and former Wentworth County Board of Education) for all members of the Union from September 1, 1996 until August 31, 1999.

(b) Effective September 1, 1999, the Board agrees to administer the plan for benefits as set out below including the execution of appropriate payroll deductions for the teacher's share in premiums for those teachers who elect to participate in the coverages identified in Article 17.02 (a).

17.02 (a) The following benefits shall be made available to each member of the Bargaining Unit:

Semi-Private Hospital Care.

Extended Health Care - including a \$10/\$20 deductible on all prescriptions; Hearing Aids - \$500 every 5 years effective September 1, 1999; Smoking Cessation products - \$200 lifetime maximum effective September 1, 1999; Dispensing Fee capped at \$7.00 per prescription effective September 1, 1999.

Paramedical Services, effective September 1, 1999 under the Extended Health Plan include:

- Massage Therapy - capped at \$10/visit to a maximum of \$225/year
- Speech Pathologist - \$200 per benefit year
- Clinical Psychologist - \$200 per benefit year
- Physiotherapy - unlimited
- Naturopath, Osteopath, Podiatrist, Chiropractor - 20 visits per benefit year

Basic Dental Plan

Vision Care - \$250.00 every two years effective September 1/99

Basic Group Life Insurance - \$50,000 effective September 1, 1999.

(b) Extended Health, Dental and Semi-Private Hospital Care Plans shall

include children under twenty-five (25) years of age in full-time attendance at a school, college or university.

(c) The Board shall contribute one hundred per cent (100%) of the premium

cost for full-time teachers for the benefit plans outlined in 17.02 (a) and (b). The Board's contribution for a part-time teacher shall be prorated in the same proportion that the part-time teaching assignment bears to a full-time teaching assignment.

(d) (i) Effective September 1, 1999, the Board shall pay one hundred per cent (100%) of the premiums for the Basic Group Life Insurance Plan for a flat amount of \$50,000 for each full-time member of the Bargaining Unit. Participation in the Basic Group Life Insurance shall be a condition of employment.

(ii) Optional Group Life Insurance will be available in multiples of \$25,000 to a combined maximum (basic and optional) of \$200,000. The teacher shall pay the full premium cost of the amount of optional group life insurance through payroll deduction.

(iii) A teacher must in writing, subscribe for and authorize payroll deductions for Optional Group Life Insurance within thirty-one (31) days of the plan being offered.

(iv) A teacher not subscribing for the Optional Group Life Insurance within the thirty-one (31) day timelimit may apply for coverage at a later date by making written application authorizing payroll deductions and providing evidence of insurability satisfactory to the Insurance Company. The Optional Group Life Insurance will be effective on the first day of the month following approval of the evidence of the insurability of the carrier.

(v) A teacher may decide in writing to cancel Optional Group Life Insurance. Such cancellation will be effective from the first day of the month following receipt by the Board of the request for cancellation.

(vi) The teacher must be actively at work on the effective date of the teacher's Optional Group Life Insurance. If a teacher is not actively at work on the effective date, Optional Group Life Insurance will commence on the date the teacher returns to work on a regular basis.

(e) Under the present Group Life Insurance Plan the teacher shall pay, effective September 1, 1999 the full premium cost for Optional Dependent's Group Life Insurance - \$25,000 for the spouse; \$10,000 - for each dependent child.

17.03 The Board may at any time substitute another carrier (excluding Semi-Private Hospital Care) provided that the benefits conferred thereby are at least equivalent and provided that the Bargaining Unit is given a minimum of thirty (30) days to consider the proposed change before implementation.

17.04 The Parties agree to establish and maintain throughout the life of

this Agreement an Employee Benefit Committee for the purpose of reviewing and making recommendations concerning the employee benefit package to Administration and/or the appropriate committee of the Board and/or the Teachers.

17.05 (a) (i) Effective September 1, 1999 the Board shall contribute one hundred per cent (100%) of the premium cost for full time teachers (based on the current ODA rate schedule minus one year) of the Dental Plan (covered services - Basic Services, Endodontics and Periodontial). The Board's premium contribution for a part-time teacher shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment, with the teacher contributing the remainder through payroll deductions. The Plan shall reimburse a claimant one hundred per cent (100%) of the cost of the insured services of Basic Services and seventy-five (75%) of the cost of Endodontics and Periodontics (based on the current ODA fee schedule minus one year). Newly hired teachers and teachers returning from leave shall be enrolled in the Plan effective the first of the month coinciding with or next following the date of employment. A teacher may elect, in writing, not to be enrolled under the Plan.

(ii) Recall visits shall be once every nine (9) months under the Basic Plan.

(b) Effective September 1, 1999, the Board will contribute fifty per cent (50%) of the premium cost for Major Restorative Benefits for each full-time teacher. The Board's premium contribution for a part-time teacher shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment, with the teacher contributing the remainder through payroll deductions. The plan will reimburse a claimant seventy-five per cent (75%) of the cost of the insured services (based on the current ODA minus one year fee schedule) with benefits limited to \$2,000 per person per year. The individual teacher shall pay the remainder of the premium cost through payroll deduction.

(c) Effective September 1, 1999, the Board will contribute fifty per cent (50%) of the premium cost for Orthodontic Services for each full-time teacher. The Board's premium contribution for a part-time teachers shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment, with the teacher contributing the remainder through payroll deductions. The plan will reimburse a claimant fifty per cent (50%) of the cost of the insured services (based on the current ODA fee schedule minus one year) with benefits limited to a lifetime maximum of \$2,000 per person. Coverage shall include the teacher and each eligible dependent.

(d) Coverage under the Dental Plan plus Major Restorative and Orthodontic benefits shall be mandatory for all teachers who are presently enrolled unless a teacher elects in writing not to be covered under the Dental Plan.

(e) The Board shall offer an open enrolment period of thirty (30) days in consultation with the Local for new subscribers to elect such coverage.

17.06 (a) Effective September 1, 1999, a teacher who retires before the compulsory retiring age and who receive an immediate pension from the Teachers' Pension Plan shall have the option of retaining coverage at the teacher's own expense under the Dental, Extended Health, and Semi-Private Hospital Care Plans of Article 18 under the following conditions:

(i) the teacher must elect to retain coverage within thirty-one (31) days of retirement date: otherwise coverage shall be cancelled;

(ii) if the teacher withdraws from coverage at any time prior to age sixty-five (65), the teacher shall be ineligible to re-enroll in coverage;

(iii) coverage shall remain in effect until age sixty-five (65) if a teacher so elects;

(iv) the teacher shall pay to the Board in advance the full annual premium cost of the coverage; otherwise the coverage shall be cancelled;

(v) the benefits under the Extended Health Plan for a retiree shall be limited to \$15,000 during the entire period of the teacher's coverage.

(b) Effective September 1, 1999, a teacher who retires before the compulsory retirement age and who receives an immediate pension from the Teachers' Pension plan shall have the option of retaining a \$50,000 Life Insurance policy until the age of sixty-five (65). The teacher who so elects shall pay the full amount of the premium, annually in advance, otherwise the teacher's coverage shall be cancelled.

17.07 Effective September 1, 1999, a spouse of a deceased teacher may have the option of retaining benefit coverage at the spouse's own cost under the Semi-Private Hospital Care, Extended Health and Dental Plans under the following conditions:

(a) the spouse must elect to retain coverage within thirty-one (31) days of the date of death of the deceased teacher;



(b) if the spouse withdraws from coverage at any time the spouse shall be ineligible to re-enroll in coverage;

(c) coverage shall remain in effect for a maximum of two (2) years from the date of death of the deceased teacher. Coverage shall be cancelled the first day of the month following the spouse's sixty-fifth (65th) birthday;

(d) the spouse shall pay to the Board in advance the full annual premium cost of the coverage; otherwise the coverage shall be cancelled:

Note: In the event of a death of a teacher over the summer period the thirty-one (31) day provision in (a) shall commence from September 1st.

17.08 (a) The Board shall provide to the Union a copy of the master policy for each of the employee benefit plans.

(b) The Board shall provide each Teacher with an information package explaining the benefit plans covered by this Article.

17.09 (a) The Board shall continue to make payroll deductions for present teachers who have elected at their own expense to contribute the premium cost for long term disability coverage. It shall be a condition of employment that all new teachers hired on and after the ratification of this agreement become and remain members of the long term disability plan.

It is agreed that the Board's sole responsibility under the Plan are to:

- (i) deduct the monthly payroll deductions and to record and remit such payments to the insurance carrier(s) and;
- (ii) track absences of Teachers and report any absence of 20 consecutive days to the Local and;
- (iii) participate in early intervention and return-to-work rehabilitation programs initiated on behalf of disabled members.

(b) If a teacher is absent and off the active payroll in excess of six (6) months, then the teacher shall be responsible for paying in advance the full cost of any premiums for coverage under Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance.

17.10 The E.I. Rebate shall accrue to the credit of the Board.

## **ARTICLE 16 SICK LEAVE AND RETIREMENT GRATUITIES**

18.01 The Board shall maintain a sick leave plan for every teacher who is a member of the Bargaining Unit.

18.02 Each teacher shall be credited with twenty (20) days' sick leave on the first working day of the work year, the unused balance of which shall be accumulated to the teacher's sick leave credit account.

18.03 Part-time teachers shall be entitled to sick leave credit prorated to the nearest half day on the basis of 20 days per year.

### **Sick Leave Credit Account**

18.04 The Board shall maintain a Sick Leave Credit Account for all eligible teachers, to be operated as follows:

(a) The teacher's sick leave account shall be credited with the current year's sick leave allowance of 20 days or, where applicable, such lesser number of days as may raise the teacher's total of sick leave credits on September 1 of each year.

(b) Employees shall be entitled to accumulate up to a maximum of 260 days. Teachers who presently have an accumulative balance in excess of 260 days shall be frozen at their existing accumulative balance.

(c) A teacher who previously has been employed by this Board, a predecessor Board, another Board, or local Board as defined in the Municipal Affairs Act, which operated or operates a cumulative sick leave plan, shall be credited with all sick leave credits accumulated therein whether or not there has been any intervening period of unemployment, non-teaching or teaching employment provided:

- (i) the transfer of sick leave credits cannot exceed the maximum number of cumulative sick leave days permitted under the Board's plan, and
- (ii) no gratuity has been paid on the accumulative sick leave credits.

(d) Any teacher who is on sick leave and is entitled to receive payments under the Workers' Safety Insurance Board and shall receive the difference between such payment and regular salary from the Board. Loss of sick days shall be prorated accordingly.

18.05 The following items are not chargeable to the sick leave credit account and shall be without loss of salary:

- (a) **Quarantine** - Any teacher who because of exposure of communicable disease is quarantined or otherwise prevented by the Medical Health Authorities from being present for duty.
- (b) **Witness** - Any teacher who is a witness in any court proceedings to which the teacher is not a party or one of the persons being charged, provided the Board is furnished with the witness fee.
- (c) **Jury Duty** - Any teacher who is required to serve on a jury, provided the Board is furnished with the jury duty fees.
- (d) Any teacher who is on sick leave and is entitled to receive payments under the Workers' Safety Insurance Board and shall - receive the difference between such payment and regular salary from the Board. Loss of sick days shall be prorated accordingly.

18.06 Any teacher entering the employment of the Board shall be responsible for presenting a certified statement of transferable cumulative credits from the last previous Board.

18.07 To qualify for sick leave, a teacher who is absent from the teacher's duties for a period not exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and (if required by the Board) a further certificate from the Medical Officer of the Board. If such period does not exceed five (5) consecutive working days, a certificate by the School Principal or other superior official of such teacher shall be accepted in lieu thereof.

18.08 No salary payments will be made to a teacher for absence due to personal illness or injury beyond the number of days standing in the teacher's sick leave credit account.

### **Sick Leave Gratuity**

18.09 During the lifetime of the collective agreement retirement gratuities will remain as status quo in accordance with the former Hamilton Board of Education or the former Wentworth County Board of Education Sick Leave Gratuity Plans. (See Appendix "A" attached).

18.10 New employees hired on or after September 1, 1999 shall be required to serve 20 years in the employment of the Board in order to qualify for a retirement gratuity.

18.11 A Teacher retiring from the teaching profession must be eligible for a pension under the terms of the Teachers' Pension Plan Act in order to receive a gratuity.

#### **Payment of the Sick Leave Gratuity on Retirement**

18.12 On the termination of employment for the purpose of retirement, a teacher is entitled to an amount equal to one half the number of sick leave days standing in the account at time of retirement multiplied by the teacher's per diem rate of salary up to a maximum of one-half year's gross salary and allowances.

18.13 The Sick Leave Gratuity on retirement shall be paid in one lump sum at retirement.

### **ARTICLE 19 - LEAVES OF ABSENCE WITHOUT PAY**

19.01 The Board may grant a Teacher a leave of absence without pay for up to 2 years.

19.02 A request for a leave of absence shall not be unreasonably denied.

19.03 Before commencing a leave of absence, a teacher may continue employee benefits during the period of leave by paying the full cost of the premium in advance; otherwise, the teacher's employee benefit coverage will be canceled for the duration of the leave.

19.04 A Teacher on leave shall notify the Board in writing by March 31st of the Teacher's intention to return to teaching in the following September. A Teacher intending to return to teaching on a date other than in September shall give the Board a minimum of sixty (60) days prior notice. If Teacher fails to notify the Board of the Teacher's intention to return to work in accordance with Article 19.04, then the Board shall advise the Teacher by registered mail to the last know address which appears on the Board's personnel records that the Teacher's employment may be terminated by the Board unless notification of the member's intent to return to teaching is received by the Board within twenty one (21) calendar days. For a leave less than twelve (12) months, the date of notification of the Teacher's intention to return to teaching duties shall be agreed upon in writing at the time the leave is granted. The Board shall endeavour to assign that returning Teacher to a suitable position as soon as practicable. if a Teacher, upon returning from a leave of absence, is not returned to a comparable position, then the Teacher shall be given the first opportunity to accept the next available position. If the Teacher declines the position, the Board's obligation shall thereby be satisfied.

### **ARTICLE 20 - SHORT TERM PAID LEAVES OF ABSENCE**

#### **Short Term Leaves**

20.01 For absence occasioned by the death of a spouse, son, daughter, mother,

father, sister or brother of the Teacher or the Teacher's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) consecutive working days. If the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One additional day may be granted at the discretion of the Director where extended travel is required.

20.02 For absence occasioned by the death of other relatives of the Teacher's or the Teacher's spouse's immediate family, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) consecutive working days. If the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time, on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director where extended travel is required.

20.03 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending a funeral.

**NOTE:** it is understood that the bereavement leave shall begin within seven (7) calendar days following the date of death or later if under extenuating circumstances.

### **Special Leave**

20.04 A teacher may be allowed a special leave(s) of absence for compassionate reasons; subject to the approval of the appropriate Superintendent of Education for a period not exceeding three (3) days in any one academic year. Such leave will be without loss of salary and will be deducted from the teacher's sick leave credit account.

### **Personal Leave**

20.05 A teacher shall be granted a leave of absence for personal reasons up to a maximum of two (2) days in any academic year. Such leave shall not abut a holiday. Such leave will be without loss of salary and will be deducted from the teacher's sick leave credit account.

### **Holy Days**

20.06 Effective date of ratification leave shall be granted with pay and without deduction of sick leave credits for recognized religious holy days.

### **Paternal Leave**

20.07 For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence without loss of salary for a period not exceeding one day. This leave shall be granted on one of the

following days: the day of birth, the day of hospital release or the first day of adoption.

## **ARTICLE 21 - ACTING VICE-PRINCIPAL/PRINCIPAL**

21.01 (a) Teachers may be temporarily appointed to the position of Acting Vice-Principal/Principal to replace an absent Vice-Principal/Principal for a period of up to one year and shall have the right to resume the teacher's bargaining unit duties at the end of the temporary assignment with full rights and privileges as though there have been no break in service within the bargaining unit.

(b) Teachers may be temporarily appointed to the position of Acting-Vice-Principal/Principal to fill a vacancy for emergency reasons for a period of up to one year and shall have the right to resume the teacher's bargaining unit duties at the end of the temporary assignment with full rights and privileges as though there had been no break in service within the bargaining

21.02 The teacher will continue to pay union dues.

21.03 Nothing in this article prevents the teacher from resuming their position within the bargaining unit subject to ten (10) working days written notice to the Director or designate.

21.04 The teacher who has been temporarily appointed to the position of Acting Vice-Principal/Principal shall be replaced by an occasional teacher. At the end of the assignment the teacher shall return to a teaching position in accordance with Article 19.04.

## **ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE (In Accordance with the Employment Standards Act)**

### **Pregnancy Leave**

22.01 (a) Upon application in writing, an employee who is pregnant and who is employed by the Board immediately preceding the estimated day of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17) weeks.

(b) The Board shall not terminate the employment of or lay off any employee who has been granted a Statutory Pregnancy Leave.

(c) (i) An employee may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

- (iii) the teacher has not requested a different assignment ( either a location change or a timetable change).

**Reinstatement shall be without loss of seniority or benefits.**

(h) The Board shall continue to contribute its share towards the premium cost of the teacher's employee benefits - Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory pregnancy leave up to a maximum of seventeen (17) weeks unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.

(i) A teacher granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under an E.I. approved supplementary benefit plan for the two (2) week waiting period, provided the teacher:

- (1) is eligible for pregnancy leave benefits under EI
- (2) makes a claim to the board on a form to be provided indicated the weekly amount payable by EI

No supplemental benefit will be paid under this plan for any week, which fails outside the teacher's normal employment period (i.e. July and August for ten- (10) month employment). This plan shall be subject to approval of EI Refer to Appendix "B" for details on EI SUB. Plan.

**Parental Leave**

22.02 (a) For the purpose of this clause and Appendix "B", parent shall be defined as one of the following:

- (i) natural father or mother
- (ii) adoptive father or mother
- (iii) any person in a relationship of some permanence with the parent of the child.

(b) Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:

- (i) the birth of the child: or
- (ii) the coming of the child into custody, care and control of a parent for the first time.

(c) The Board shall not terminate the employment of or lay off any employee

who has been granted a Statutory Pregnancy Leave under this clause.

(d) 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 custody, care and control of the parent for the first time.

(e) For persons not covered under (d) parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into custody, care and control of a parent for the first time.

(f) The employee shall give the Board at least two (2) weeks written notice of the date the leave is to begin.

(g) If an employee wishes to change the date when a Parental Leave is scheduled to begin the employee must give written notice:

- (i) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
- (ii) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

(h) If a child comes into custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.

- (i) The Parental Leave ends:
  - (i) eighteen (18) weeks after it begins; or
  - (ii) at an earlier date if the employee give the Board at least four (4) weeks written notice before the earlier date; or
  - (iii) at a later date if the employee gives the Board at least four (4) weeks written notice before the date the leave was to end.

(j) An employee who intends to resume employment on the expiration of a statutory pregnancy leave of absence shall so advise the Board. Upon return to work the Board shall reinstate the employee to the position most recently held providing:

- (i) the leave was statutory in length,
- (ii) the position which the teacher left is still in existence upon the return of the teacher,
- (iii) the teacher has not requested a different assignment ( either a location change or a timetable change).

**Reinstatement shall be without loss of seniority or benefits.**



(k) The Board shall continue to contribute its share towards the premium costs of the teacher's employee benefits - Semi-Private Hospital Care, Extended Health Care, Dental and Group Life Insurance during the period of the statutory Parental Leave up to a maximum of eighteen (18) weeks unless the employee give the Board written notice that the employee does not intend to pay the employee's contributions.

(l) A teacher granted a statutory Parental Leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under a EI approved supplementary Benefit plan for the two (2) week waiting period, provided the teacher:

- (i) has not already received payment during the pregnancy leave,
- (ii) is eligible for parental leave benefits under EI,
- (iii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by EI

No supplementary benefit will be paid under this plan for any week, which falls outside the teacher's normal employment period (i.e. July and August of ten (10) month employment). This plan shall be subject to approval of EI Refer to Appendix " B " for details on the EI SUB Plan.

### **Extended Parental Leave**

22.03 (a) A teacher granted statutory pregnancy or parental leave shall be entitled, upon request, to an unpaid extension of the leave up to a period of two (2) years.

(b) The date of return of the teacher shall be mutually agreed upon between the teacher and the Superintendent.

(c) Any Teacher returning to teaching from an extended parental leave during the same school year that the leave began has the right to be reassigned to the same position held prior to going on leave. A Teacher returning from an extended parental leave in a different school year has the right to be assigned in accordance with Article 14.01.

22.04 A Teacher shall continue to accrue seniority during an extended parental leave up to a maximum of two (2) years.

## **ARTICLE 23 - LOCAL RELEASE TIME/LEAVE**

23.01 (a) Upon application by the District to the Director of Education, a

request for a leave of absence for the duration of the member's term of office shall be granted to a member of the Local who has been elected to perform Federation Duties.

(b) The Local shall apply on behalf of a teacher in writing to the Director for such a leave of absence. The Local shall apply no later than October 30th for leave beginning January 1st, and not later than May 31st for leave beginning September 1st, unless other mutually acceptable dates are arranged.

23.02 The Board shall continue to pay full salary and benefits for the Teacher(s) concerned. The Local will reimburse the Board the cost of salaries and benefits based on a teacher in Category A3, Year 2 and if applicable any responsibility allowances.

23.03 In addition to the persons released in Article 23.01, at the request of the Local, the Board shall release members of the bargaining unit's negotiating team from teaching duties. The Local shall reimburse the Board for the release of the members attending negotiation sessions at the occasional teaching daily rate of pay.

23.04 In addition to the persons released in 23.01, the Board may grant further release time from teaching duties for additional members of the Local. The Local shall reimburse the Board at the occasional teaching daily rate of pay and shall provide the Board with sufficient prior notice. This leave shall not exceed sixty (60) days in any school year.

23.05 if a member is released less than full-time any combination of teaching assignment and leave shall be agreed to by the Teacher and the principal of the school concerned.

23.06 Should any Teacher be elected to the Provincial Executive of ETFO, or seconded to the executive staff of ETFO, such Teacher shall be granted a leave of absence if requested without loss of salary or employee benefits, provided that the Board is reimbursed for the full cost of the Teacher's salary and benefits by ETFO.

23.07 The Teacher on leave shall notify the Board by June 1st in writing of the Teacher's intention to return to teaching duties effective September 1st.

23.08 Any Teacher released to perform Union duties shall continue to accumulate seniority, teaching experience and sick leave credits during the period of leave.

## **ARTICLE 24 - DEFERRED SALARY LEAVE PLAN**

24.01 (a) A teacher who has completed at least two (2) years continuous

service with the Board may apply for a DSLP for one (1) year.

(b) The Board shall endeavour to grant all requests for paid leave of absence but shall have the right to limit the number of leaves granted.

(c) The conditions governing a paid leave of absence shall be as follows:

- (i) Requests for leaves under this article will be considered only for the third (3rd), fourth (4<sup>th</sup>) or fifth (5<sup>th</sup>) year of the agreement.
- (ii) A teacher shall apply to the Board for a paid leave of absence prior to September 15th of the current school year, and the Board shall notify the applicant by October 20<sup>th</sup> of the current school year.
- (iii) If a paid leave of absence is granted, the Board and the teacher shall complete and sign an agreement form, a copy of which shall be given to the Local.

- (d)
  - (i) If the leave is to be taken in the third (3rd) year of the agreement then thirty-three and one-third per cent (33 1/3%) of the teachers salary shall be held back for each of the three (3) years proceeding the year of leave.
  - (ii) If the leave is to be taken in the fourth (4<sup>th</sup>) year of the agreement then twenty per cent (25 %) of the teacher's salary shall be held back for each of the three (3) years proceeding the year of leave.
  - (iii) If the leave is to be taken in the fifth (5th) year of the agreement then twenty per cent (20%) of the teacher's salary shall be held back for each year of the four (4) years preceding the of leave.
  - (iv) The salary held back shall be held in trust by the Hamilton Teachers' Credit Union and shall be paid to the teacher in the year of the leave.
  - (v) Interest shall be paid to the teacher in December of the year in which it is earned.

(e) The method of payment in the year of the leave shall be mutually agreed upon by the Board and the teacher.

(f) The Board shall maintain full employee benefit coverage for the Teacher during the year of leave. Sick leave credits, however, shall not accumulate during the year of the leave.

(g) Pension deductions shall be in accordance with the regulations under the Ontario Teachers' Pension Plan.

(h) The plan is subject to any regulations or income tax rulings issued by the Revenue Canada. The Local shall be advised of any such rulings.

(i) If the teacher ceases to be employed by the Board, withdraws from the agreement or dies prior to taking the leave of absence, the Board shall pay to the teacher or the teacher's estate the full amount of salary together with accrued interest as soon as possible.

(j) Conditions governing the return to regular duties shall be in accordance with the terms of Article 21.04 of this Agreement.

(k) During the period of leave, seniority and teaching experience credit will continue to accrue.

(l) A Teacher who was granted a DSLP prior to the implementation of this Article shall continue to be covered by the terms and conditions of the leave as previously agreed to by the Board and the Teacher.

## ARTICLE 25 - SENIORITY

25.01 The seniority provisions developed in accordance with this Article shall be used only for the purpose of Surplus and Lay-off.

25.02 "Seniority" is defined as the length of "Total Employment" as an Elementary Teacher with the Board and its predecessors.

25.03 "Total Employment" is defined as the total number of years of employment with the Board and its predecessors in the Elementary Panel that a teacher has accumulated on a permanent or probationary Teacher regardless of whether the employment is full-time or less than full-time. "Total employment" shall include any accumulated employment as an Elementary Occasional Teacher on a long-term basis after December 31, 1997. All calculations shall be rounded to the nearest 1/10 of year. A year shall be deemed to consist of 194 days for the purpose of calculating seniority.

25.04 The effective date at which Seniority shall be calculated shall be August 31 of each year.

25.05 The Board shall prepare a list ranking every Elementary Teacher covered by this Collective Agreement. The prepared list shall include all Principals and Vice-Principals who have elected, effective April 1, 1998, to return to the bargaining unit. The list shall include each Teacher in decreasing order of seniority. This master seniority list shall be available in all sites employing Elementary Teachers by March 1 each year. The list shall specify all factors which determine the seniority status of each Teacher respectively, as determined and accumulated in accordance with this Article.

25.06 A Teacher shall have ten (10) working days to appeal the Teacher's position on the Seniority List by stating the reasons for the appeal in writing, including all necessary documentation, to Human Resources or the list shall be deemed correct. Human Resources shall review each appeal and revise the Teachers placement if warranted. The Teacher and the Local shall be advised as to the decision of Human Resources. No later than March 31st, the revised seniority list shall be distributed. The list may be amended from time to time when a new Teacher is employed or the employment of a Teacher is terminated. The master seniority list shall be published annually.

25.07 a) Seniority shall be established within the Elementary Panel by determining Total Employment with the Board and its predecessors in the Elementary Panel as determined under Article 25.03.

b) Notwithstanding Article 25.03, no Teacher shall have previously accumulated seniority reduced or removed as a result of the application of the provisions outlined in this Article.

25.08 When two or more Teachers are initially found to have equal seniority, the following order of tie-breaking shall be used:

- a) total accumulated employment as an Elementary Occasional Teacher with the Board on a long term contract after December 31, 1997;
- b) total employment as a Teacher with the Board and its predecessors in the secondary panel and where equal;
- c) total employment as a Teacher in either the elementary or secondary panel with other school boards/authorities and where equal;
- d) by lot to be conducted annually.

**25.09** Effective January 1, 1998, for the purposes of this Article, a Teacher shall continue to accumulate seniority during any and all leaves of absence except unpaid personal or general leaves.

## **ARTICLE 26 - LAY-OFF AND SURPLUS TEACHERS**

### **Surplus Teacher**

26.01 "Surplus teacher" shall be defined as a teacher who is surplus to the staffing requirements of the present school and is available for transfer in accordance with Article Five.

26.02 Subject to 26.04 and 26.05 below, the least senior teacher in the school shall be declared surplus to the school. A teacher may be retained out of order of seniority if there is no other teacher with greater seniority qualified for the position and the school' program necessitates the retention of the teacher.

26.03 Unless by mutual consent, no teacher shall be declared surplus to a school who:

- (a) is within three (3) years of retirement or
- (b) is under review.

26.04 A teacher may volunteer to be declared surplus by indicating such, in writing by March 1 to his or her principal.

#### **List of Teachers for Possible Lay-off**

26.05 The Superintendent, responsible for elementary staffing shall establish a list of Teachers who are surplus to the needs of the elementary panel. This will occur when the number of teachers exceeds the staffing requirements of the Board.

26.08 The Teacher who is to be laid-off shall be recognized as a competent Teacher and shall be given a letter to this effect by the Board no later than March 31. Such letter will indicate the reason why the Teacher is laid off.

#### **Lay-off of Teachers**

28.07 In the event of lay offs in the elementary panel, terminations for the purpose of redundancy shall be based upon ranking as defined by the seniority list.

26.08 Notwithstanding Article 28.13, a teacher may be retained out of order of termination or seniority if the continuation of program necessitates the retention of the teacher and there is no other unassigned teacher with greater seniority qualified for the position in accordance with the Education Act and Regulations.

26.09 On September 1 all redundant teachers shall be identified as being on the Recall List. The Board will notify the Local of the names of those teachers identified as being on the Recall List.

26.10 Before hiring from outside the Hamilton-Wentworth system or effecting transfers from another panel the Board shall offer vacant teaching positions in its schools/work sites to qualified teachers on the Recall List on the basis of seniority.

26.11 Any teacher who has been laid off in accordance with the provisions of seniority, surplus and redundancy procedures of this agreement shall be eligible for recall for a period of three years from the effective date of termination and shall accrue seniority for that period of time the teacher remains on the Recall List.

26.12 A teacher on the recall list may be covered by the benefit package provided that the teacher prepaays the full annual premium in advance. If the teacher is recalled to duty the Board shall rebate to the teacher a pro-rated amount equal to the cost of the benefits from the period for which the teacher is recalled. The teacher shall not continue to accumulate sick leave credits while on the Recall List.

26.13 When teaching positions become available, they shall be offered to teachers eligible for recall in order of seniority on the seniority list, provided that the teacher is qualified for the position, or becomes qualified before the assignment commences.

26.14 A teacher who accepts a position in accordance with this Article shall be reinstated with full rights as a teacher (exclusive of advancement on the grid) and benefits unless specifically modified by this Agreement.

26.15 It is the responsibility of all teachers on the recall list to maintain current addresses and telephone numbers with the Human Resources Department of the Board and the Local.

26.16 When a position becomes available, the Board shall contact the most senior qualified teacher being recalled by telephone and offer the position by registered mail.

26.17 A teacher on the recall list shall be given the opportunity to apply for placement on the elementary occasional teacher's list for the Hamilton-Wentworth District School Board.

26.18 A teacher shall forfeit the teacher's right of recall if the teacher.

- (i) declines a written offer from an official of the Board of an appointment to a vacant position;
- (ii) does not reply within ten (10) working days of an offer of employment sent by registered mail to the teacher's last known address;
- (iii) accepts an appointment to a regular teaching position elsewhere:  
or
- (iv) elects to receive a severance allowance.

### **Severance Pay**

26.19 (i) Severance Pay will apply to all teachers with more than one year's seniority who are laid off. The amount of severance allowance

shall be 10% of annual salary for each year up to a maximum of 20% of annual salary. The amount of severance allowance shall be based on the annual salary the teacher was earning on the date the teacher's contract was terminated.

- (ii) A teacher on an unpaid leave of absence who is laid off and who elects to receive the severance allowance shall receive a severance allowance based on the annual salary the teacher was earning immediately prior to the lay off.
- (iii) A teacher must notify the Board in writing within eight (8) weeks following the date of being laid off of the teacher's desire to receive a severance allowance in lieu of recall. If such notice is not received within eight (8) weeks, the Board shall have no obligation to pay the severance allowance.
- (iv) The Board shall have no further obligation under this Agreement to a teacher who receives a severance allowance.

26.20 If a teacher declines an offer of employment under the provisions of Article 26, the Board shall have no further obligation to that teacher under this Agreement. A teacher who declines occasional teaching assignments shall not prejudice the teacher's recall rights under this Agreement.

## **ARTICLE 27 - PART-TIME ASSIGNMENTS**

### **Definition of Teacher on Part-Time Assignment**

27.01 A Teacher on a part-time assignment is a Teacher employed on a regular basis for other than fill-time duty.

### **Part-Time to Full-Time**

27.02 A Teacher with a part-time assignment who, prior to March 1, requests a timetable expansion for the following school year shall be placed after the third round of postings, providing they are qualified, before any other candidates are recruited or hired.

27.03 (a) A Teacher with a full-time assignment who, prior to April 1, requests a reduced timetable for the following school year shall have the request granted.

(b) A Teacher who requests and is granted a reduced timetable for the following school year will return to the teacher's previous fte at the end of that school year.



(c) A Teacher may apply prior to April 1 for an extension of the Teacher's part-time leave for the next school year and such extension shall be granted.

(d) On return to the teacher's previous fte, the Teacher shall be subject to the Surplus and Lay Off provisions in Article 26.

27.04 A Teacher participating on a voluntary timetable reduction shall receive full seniority.

### **Salary and Allowances**

27.05 A teacher on part time assignment shall be paid according to the salary schedule and allowances in the collective agreement, pro-rated.

### **Sick Leave**

27.06 Part-time teachers shall be entitled to sick leave credit prorated to the nearest half day on the basis of 20 days per year.

### **Benefits**

27.07 A Teacher on part-time assignment shall have the right to participate in the Board's benefit plans. The Board's contribution towards the benefit premiums for a part-time teacher shall be prorated in the same proportion that the part-time teaching assignment bears to a full-time teaching assignment.

### **Preparation Time**

27.08 A Teacher on part-time assignment shall be assigned preparation time pro-rated within the scheduled working day.

### **Experience Credit**

27.09 For the purposes of approved elementary and/or secondary teaching experience under probationary or permanent status a year shall be: Accumulated part-time teaching experience pro-rated to establish a full time equivalency by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.

### **Scheduling of Assignments**

27.10 The Board shall schedule assignments consecutively during the part of the working day during which the part time teacher has been assigned to teach. The Board may schedule assignments non-consecutively only with the consent of the teacher.

## **ARTICLE 30 - GRIEVANCE AND ARBITRATION PROCEDURE**

28.01 The Board and the Local agree that the designated grievance procedure as hereinafter set forth shall serve and constitute the means to be utilized by the grievor for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged

violation of the Agreement, and the specifically designated grievance procedure shall be followed. Wherever the term "Grievance Procedure" is used, it shall be considered as including the arbitration procedure.

28.02 "Grievance" shall mean a difference arising from the interpretation, application, administration or alleged violation of the Agreement.

28.03 All time limits referred to in the grievance procedure herein contained shall be deemed to be exclusive of Saturday, Sunday, or the holidays set forth in regulations of the Ministry

28.04 The parties to this Agreement agree to resolve grievances as quickly as possible. A Teacher with a grievance shall first discuss the matter with an official of the Board in an endeavour to resolve the grievance. A Teacher may have a representative of the Local accompany the Teacher to see the official of the Board. If the grievance is not satisfactorily resolved then the grievance procedure outlined below may be followed.

#### **STEP NO. 1**

The grievance shall be presented in writing to the Manager, Human Resources or designate within fifteen (15) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. The written grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, and shall be signed by the grievor and countersigned by the representatives of the Local. The Manager, Human Resources or designate shall inform the Local of the name of the official designated to hear the grievance at a meeting, no later than ten (10) days after receipt of the written grievance. A representative of the Local shall accompany the grievor to see the official designated to hear the grievance. The designated official shall give the grievor a written decision no later than ten (10) days after the aforementioned meeting. If the decision is not satisfactory to the grievor, then the next step must be taken within ten (10) days of the receipt of the written decision but not thereafter.

#### **STEP NO. 2**

At this step the written grievance shall be presented to the Director or designate within the aforesaid ten (10) days of receipt of the written decision at Step No. 1, but not thereafter. A meeting will be held between the representative of the Local together with the grievor, and the Director designate. The Director or designate shall give a written decision to the representative of the Local and the grievor within ten (10) days of such meeting. If the written decision is not satisfactory to the representative of the Local and the grievor, then the next step must be taken within ten (10) days of receipt of the written decision, but not thereafter.

### **STEP NO. 3**

In the event the grievance is not settled at Step No. 2, the Local may request arbitration of the grievance by giving notice in writing to the Board within ten (10) days of receipt of the written decision at Step No. 2 but not thereafter. If a request for arbitration is not given within such ten (10) day period, the decision at Step No. 2 shall be final and binding upon both parties to this Agreement, and upon any employee affected by it. The notice to arbitrate shall contain the name and address of the Local's nominee to the Board and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board of Arbitration, and the remedy sought. The Local shall be bound by the same and shall be restricted at arbitration to the issues represented by the notice. The District School Board shall within ten (10) days advise the Local in writing, of the names of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them appoint a third person who shall be chair. If the two appointees fail to agree upon a chair within the time limit, the appointment shall be made by the Minister of Labour. The request to the Minister of Labour must be made within ten (10) days from the expiry of the date upon which the two appointees were to appoint a chair.

28.05 The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board but if there is no majority decision, the decision of the chair shall govern.

28.06 The Board of Arbitration shall not be authorized to add, delete, modify or otherwise amend the provisions of the Agreement nor make any decision inconsistent with the provisions of this Agreement, nor adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step No. 3 of Article 30.04 hereof.

28.07 Each party hereto shall bear its own costs of, and incidental to, such arbitration proceedings. The fees and charges of the chair to the Board of Arbitration shall be borne equally by the parties hereto. Either party shall have the right to require the attendance of the grievor at the Arbitration hearing.

28.08 The time limits and other procedural requirements of this grievance procedure are mandatory. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. If a respondent party fails to reply to a grievance within the designated time, the party having carriage of the grievance shall move to the next step of the grievance procedure. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the time limits specified. The mandatory provisions of this grievance procedure may only be modified by the written agreement of the parties.

28.09 A settlement reached at any stage of the grievance procedure shall be final and binding upon both parties and the grievor.

#### **28.10 Local Policy Grievance or Board Grievance**

If a problem arises between the Board and the Local under this Agreement, before a grievance is submitted in writing, representatives of the Board and the Local shall first discuss the matter in an endeavour to resolve the problem. If the matter has not been satisfactorily resolved, a Local Policy Grievance or a Board Grievance may be submitted to the Board or the Local, as the case may be, in writing within fifteen (15) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the representatives of the Board and the Local shall be held within ten (10) days of the presentation of the written grievance and shall take place within the framework of Step No. 2 of Article 28.04. The Board or the Local, as the case may be, shall give its written decision within ten (10) days of such meeting. If the decision is unsatisfactory to the grieving party, the grievance shall be submitted to arbitration within ten (10) days of the delivery of such written decision and the arbitration sections of the Agreement shall be followed. The provisions of this Article 28.10 shall not be used by the Local to submit a grievance in which the circumstances giving rise to the grievance and the remedy sought pertain solely to an individual teacher, which such teacher could have submitted on his or her own.

28.11 A leave of absence without loss of salary shall be granted to a grievor and a representative of the Local if they are required during-regular working hours to meet with Board representatives at Step 1 and 2.

28.12 Where a Teacher has received a termination notice for just cause, the Teacher may file a grievance at Step 2 within fifteen (15) days of written notice of termination.

28.13 Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the person and timeline for grievance mediation.

### **ARTICLE 29 - STRIKES AND LOCKOUTS**

29.01 The Board agrees that there shall be no lockout of Teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

### **ARTICLE 30 - LOCAL REPRESENTATIVES**



30.01 The Local shall notify the Board in writing of the names of the persons elected to office in the Local and of persons authorized by the Local to represent Teachers in a particular school or workplace on behalf of the Local (Workplace Steward).

30.02 The Board shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Local or Union business and information for the Local membership.

**ARTICLE 31- PROFESSIONAL DEVELOPMENT**

31.01 The Local shall be entitled to a minimum of one (1) representative as a member of the Staff Development Advisory Committee.

**ARTICLE 32 - DURATION AND RENEWAL**

32.01 This collective agreement becomes effective September 1, 1998 and shall remain in effect until August 31, 2000 and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the Labour Relations Act.

32.02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either Party may notify the other within the period of 180 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement.

Dated at Hamilton this      day of June, 1999.

**ON BEHALF OF THE ELEMENTARY  
BOARD  
TEACHERS**

**ON BEHALF OF THE**

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**APPENDIX "A"**  
**RETIREMENT GRATUITY PROVISIONS FROM FORMER PREDECESSOR**  
**BOARDS**  
**FORMER WENTWORTH COUNTY BOARD OF EDUCATION**

## **ARTICLE XVII - SICK LEAVE CREDIT GRATUITY ON RETIREMENT**

17.01 Eligibility of a teacher for sick leave credit gratuity on retirement shall be determined on the following basis:

- (a) A Teacher retiring from the teaching profession must be eligible for a pension under the terms of the Teachers' Pension Act, have reached the age of fifty-five (55) or achieved the 90 factor and must have acquired ten **years** of approved teaching experience within the schools in the jurisdiction of The Wentworth County Board of Education, before becoming entitled to Sick Leave Credit Gratuity on Retirement, or
- (b) A Teacher must retire from the profession by reasons of ill health and must have served ten complete years of service as defined in Article 17.01 (a) to be eligible. Retirement for ill health is defined as retirement caused by some permanent disability which prevents the teacher from being employed as a teacher and is identical to the meaning ascribed in the Teachers' Pension Act.

### **Payment of Sick Leave Credit Gratuity on Retirement**

17.02 Payment of Sick Leave Credit Gratuity on retirement shall be made on the following basis:

- (a) Each eligible Teacher shall be paid a sum equivalent to the number of sick leave days accumulated to a maximum of 200 days times 1/2 the daily rate of salary (calculated by dividing the teacher's salary by the whole number of school days in the school year) in force during the last year of employment, but in no event shall the sum exceed one-half the Teacher's annual salary.

For the purposes of calculating Sick Leave Credit Gratuity on retirement only, a Teacher who retires during the academic year shall receive, as of the date of retirement, the same number of sick leave credit which would have been received had the teacher remained in the Board's employment until June 30 without further absences.

- (b) The Sick Leave Credit Gratuity on retirement shall be paid in one lump sum either at retirement or on January 15, of the year following retirement at the Teacher's option provided that any claimant for retirement gratuity must have notified the Board by February 15 if payment is required in the year of retirement, otherwise the gratuity will not be payable until January 15th of the following year.

**(c) If the teacher dies in service, payment of a gratuity computed on the same basis as the Sick Leave Credit Gratuity on Retirement shall be**

**made to such beneficiary as legally designated in writing by the employee. In the absence of such designation, such payment shall be made to the employee's estate.**

(d) The Board shall have the right to withhold payment of the Sick Leave Credit Gratuity on retirement in the case of any teacher who is discharged or caused to resign with just cause. The provisions of the paragraph shall in no way limit the teacher's rights to challenge this discharge or resignation under the provisions of Article XXX of this Agreement.

(e) A part-time teacher who teaches half-time or more shall be entitled to a Sick Leave Credit Gratuity on retirement under the conditions prescribed in this Article XVII providing eligibility is based on ten complete years of service.

#### **FORMER HAMILTON BOARD OF EDUCATION**

12. Any teacher, upon entering the service of the Board shall (subject to the conditions and restrictions herein provided) have credited to the Sick Leave Account any credits standing to the Account of such teacher under a system of Sick Leave Credits established by any other Board of Education under any General or Special Act of the Legislature of Ontario; and any teacher terminating service with the Board and entering the service of any other Board of Education having a system of Sick Leave Credits established under any General or Special Act of the Legislature of Ontario, shall not be deemed to be terminating employment with the Board for the purpose of paragraph 13 hereof.

13. Subject to the provisions of any General or Special Act of the Legislature of Ontario, now or hereafter enacted, the Board shall, on the termination of a teacher's service with the Board, compute the amount of such teacher's Sick Leave Credit Account by the teacher's then per diem salary and;

- (a) The Board shall pay the said amount to such teacher if, at the date of such termination the teacher has attained the age of sixty-five (65) years.
- (b) The Board may, in its discretion, pay the said amount to such teacher, if the teacher terminates services at such time as may be fixed by the Board for retirement and the teacher has either attained the age of sixty (60) years or has been twenty (20) years in the service of the Board.
- (c) The Board may, in its discretion, pay the said amount to any female teacher who terminates her employment with the Board to become married and who has been thirty (30) years in the service of the Board.



14. This system may be amended, from time to time, by Resolution of the Board:

Note: The Laws of Ontario provide:

“That on the termination of his employment no employee is entitled to more than an amount equal to his salary, wages or other remuneration for one half of the number of days standing to his credit and in any event not in excess of the amount of one-half year’s earnings at the rate received by him immediately prior to the termination of employment.

## Letter of Understanding # 1- Committee to Review Retirement Gratuities

The parties agree, during the lifetime of the Collective Agreement, to establish a committee composed of three representatives of the Board and three representatives from the Union to study alternatives to retirement gratuities. The representatives will report back the results of their findings to their respective principals.

## Letter Of Understanding #2

1. The Parties agree that the Union shall have two (2) representatives on each

Committee established by the Board/Administration to develop Board policies and to make recommendations to the Joint Advisory Committee (JAC).

2. The Parties agree that during the term of this collective agreement, the Union will have participation in the development/review of the following policies:

- (a) Harassment
- (b) Inclement Weather
- (c) Performance Appraisal
- (d) Progressive Discipline
- (e) Safe Schools/Anti-Violence

- 3 The parties agree that the union will have participation in the development/review of the hiring and equity policy issues.

- 4 The parties agree that additional policies may be added to the list in 2 above.

## Letter of Understanding #3 - Re: Five Days Preceding the Commencement of the School Year.

It is not the Board's intention to require teachers to work during the five days preceding the start of the school year for the students in 1999-2000.

If the Board requires a teacher or group of teachers to work during these periods, because of requirements announced by the Ministry of Education and Training, these teachers will be granted lieu time during the following school year at times mutually agreed to between the Teacher and the Board.

**LETTER OF AGREEMENT  
BETWEEN  
THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD  
AND  
THE HAMILTON-WENTWORTH ELEMENTARY TEACHERS' LOCAL**

In conjunction with Article 10.01 the parties agree that prior to the implementation of the new payroll system, the annual notification of sick leave credits for Teachers of the former Wentworth County Board of Education shall continue during the 1999-2000 school year. Once the new payroll system is implemented, then sick leave credits will be contained on the teacher's pay stub each pay period.

Each teacher shall receive written notification by October 1, 1999.

Dated at Hamilton this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**ON BEHALF OF THE UNION**

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**ON BEHALF OF THE BOARD**

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