

**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, 2004 up to and including August 31, 2008

## TABLE OF CONTENTS

Article No.	Subject Matter	Page(s)
1	Purpose	1
2	Definitions	1
3	Union Dues and Assessments	1
4	Rights and Responsibilities	2
5	New Positions, Vacancies & Transfers	3
6	Transfers	5
7	Probationary Period	6
8	Access to Information	6
9	Copies of the Collective Agreement	7
10	Salary and Allowances	7
11	Travel Reimbursement	12
12	Working Conditions	13
13	Staffing	15
14	Medical Procedures	16
15	Occupational Health & Safety	16
16	Harassment	17
17	Benefit Plans	17
18	Sick Leave and Retirement Gratuities	20
19	Leaves of Absence Without Pay	22
20	Short Term Paid Leaves of Absence	22
21	Acting Vice-Principal/Principal	23
22	Pregnancy and Parental Leave	24
23	Local Release Time/Leave	27
24	Deferred Salary Leave Plan	28
25	Seniority	29
26	Lay-Off and Surplus Teachers	30
27	Part-Time Assignments	32
28	Grievance and Arbitration Procedure	33
29	Strikes and Lockouts	35
30	Local Representatives	35
31	Retirement Dates	35
32	Professional Development	35
33	Duration and Renewal	35
Appendix "A"	Retirement Gratuity Provisions from former Predecessor Boards	37
Appendix "B"	Supplementary Employment Insurance Benefit (SUB) Plan	38
Letters of Understanding		39
Letters of Intent		39
Letter of Agreement	- Hours of Insurable Employment – Method of Determination	40

## 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.

## 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, **Sec. 277.1(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 Local;
- (g) “Local” means the Hamilton-Wentworth Elementary Teachers’ Local;
- (h) “Union” means the Elementary Teachers’ Federation of Ontario;
- (i) “Workplace Steward” means a Teacher chosen by the staff at a work site to represent the Local;
- (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 – LOCAL DUES AND ASSESSMENTS

- 3.01 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 Local shall inform the Board, from time to time, of the amount of such dues and assessments.

- 3.02 Local assessments deducted in accordance with this Article shall be forwarded to the Local within thirty (30) days of the dues being deducted. The Local 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 Board 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 Local agree not to penalize or discriminate against any Teacher for participating in the lawful activities of the Local and/or Union.

#### **Performance Appraisals**

- 4.05 (a) A signature of a Teacher on any report or performance appraisal respecting the performance of that Teacher shall be deemed to be evidence only of the receipt thereof
- (b) Elementary Principals, Vice-Principals and academic Supervisory Officers are the only personnel authorized to appraise Teachers.
- (c) A performance appraisal report shall be made in writing and signed by the appraiser, with a copy to the Teacher.
- 4.06 The Board shall have a policy on, and procedures for, performance appraisals. Any such policy or procedure shall be developed in consultation with the Local. Teachers shall only be appraised 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 Local and/or Union present.

## **Terminations and Resignations**

- 4.08 (a) A Teacher whose employment is to be terminated as a result of an unsatisfactory performance appraisal 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 performance appraisals shall be subject to Article 4.07 (Just Cause).
- (b) A Teacher shall notify the Board by November 30<sup>th</sup> of the Teacher's intention to resign effective December 31<sup>st</sup>, and by May 1<sup>st</sup> of the Teacher's intention to resign effective June 30<sup>th</sup> or August 31<sup>st</sup>.

## **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 1<sup>st</sup> 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/worksites 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 re-organization 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 time frames 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 **final** 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 1<sup>st</sup> 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) Teachers who have been administratively transferred shall be placed after the second and third round of postings.
  - (f) After the last round of postings, Teachers who still require placement for September shall be given a placement for which they are qualified.
  - (g) Following the last round of postings and by June 25<sup>th</sup>, Superintendents of Education and/or designates shall place all currently employed Teachers including those returning from leave based on seniority, subject to adjustments which may become necessary based upon qualifications. Reasonable efforts will be made to place Teachers according to their Teacher Profile Summary, which will include subject, division and grade preferences. 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 no later than five (5) teaching days following the presentation of the approved school organization for September by their Principal.

The Principal shall present the approved school organization for September to their staff within two (2) teaching days following the Superintendent's approval.

Once the Superintendent has approved the school organization it may not be changed prior to September re-organization

- (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 25<sup>th</sup>. 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 March 1, 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 1<sup>st</sup>, shall be given to the Teacher by June 25<sup>th</sup>. Written confirmation to follow.
- (d) A Teacher shall not be administratively transferred more than once 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.
- (g) A Teacher who is administratively transferred may participate in the posting process.

### **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 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 Teachers who are **surplus** as a result of staffing re-organization in September, shall be entitled to be notified at least two (2) school days in advance of the transfer. The Teacher transferred, as a result of staffing re-organization 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 There shall be a probationary period of one (1) school year for newly hired Teachers. Absence of twenty (20) days or greater shall result in the equivalent time being added to the probationary period. In any event, the probationary period will not exceed beyond two (2) school years from the date of hire.

## 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 Upon written request of the Teacher, a written warning or other disciplinary action may be removed from the Teacher’s **Human Resources** file after two (2) years providing the **file** 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, Employee Relations**.

### Medical Information

- 8.07 (a) The Board shall keep any medical information in separate files accessible only to the appropriate supervisory officer, the Human Resources Officers responsible for medical information and the Teacher.
- (b) All Medical Files are to be stored in a secured area, accessible only to personnel noted in 8.07 (a).

### Information for Negotiations

- 8.08 Prior to the commencement of negotiations the Board will provide the Local 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 Local 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 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
- Gross Salary

10.02 Annual salaries shall be paid according to the following plan:

September	8% (1st 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 25 <sup>th</sup>	20%

10.03 Should **any of the dates in 10.02** fall on Saturday or Sunday then salaries shall be paid on the preceding Friday. Should **any of the dates in 10.02** 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 10.02 and shall provide to the Teacher at the Teacher's school or worksite a statement of payment. The Local 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 (a) Each Teacher shall be paid at the rate appropriate to the Teacher's teaching experience per articles 10.06 and the Teacher's category classification per article 10.07, as set forth on the grid in 10.11.
- (b) Effective May 1, 2001, newly hired Teachers shall be paid in Category A1 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 providing the Teacher submits proof of a higher category classification within seven (7) months of date of hire, otherwise salary adjustments will be made the first of the month following date of registration with the Board. If delays, which are beyond the control of the Teacher are experienced in receiving this proof, a copy of the letter explaining the delay must be submitted to the **Manager, Employee Relations**.
- (c) Teachers with less than full-time assignment shall be paid prorata 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.

### Grid Placement

- 10.07 A Teacher shall be placed on the salary grid in accordance with the 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.
- (f) Each Teacher shall be required to submit satisfactory proof of teaching experience **within seven (7) months of date of initial hire.**

### Increment

- 10.08 (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 sixty percent ( 60% ) or more of the previous school year **providing it has not been used for grid placement or advancement on the grid.**
- (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**

- 10.09 (a) A Teacher who submits a **current** Q.E.C.O. Programme 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 31<sup>st</sup> of the previous school year.
  - (ii) the office of Human Resources has been notified before September 30<sup>th</sup> 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. 31<sup>st</sup>.
- (b) A Teacher who submits a **current** Q.E.C.O. Programme 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 31<sup>st</sup> of the current school year.
  - (ii) the office of Human Resources has been notified before January 31<sup>st</sup> 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 30<sup>th</sup> of the current school year.
- 10.10 (a) If the submission of the Rating Statement is likely to be delayed beyond the time frames listed in 10.09 (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.
- (b) For Teachers who complete qualifications other than the time frames listed in 10.09 (a) and (b) above, placement for salary purposes will be the first day of the month following registration of the Rating Statement with the Board.

**Grid**

- 10.11 (a) Effective September 1, 2004 to August 31, 2005, all Teachers employed in the elementary panel shall be paid on the following salary grid:

Year	CAT. A	CAT. A1	CAT. A2	CAT. A3	CAT. A4
0	33563	36285	38268	41235	43544
1	35398	38268	40412	43710	46181
2	37225	40243	42555	46181	48824
3	39054	42221	44697	48656	51459
4	40883	44197	46840	51131	54103
5	42719	46181	48986	53608	56740
6	43827	48164	51131	56084	59377

7	45630	50142	53277	58554	62014
8	47436	52126	55418	61026	64652
9	49232	54103	57563	63499	67296
10	54265	56084	59709	65976	69935
11x	56752	60698	64328	72579	77526
11y	57662				
11z	60698				

- (b) Effective September 1, 2005 to August 31, 2006, all Teachers employed in the elementary panel shall be paid on the following salary grid:

<b>Year</b>	<b>CAT. A</b>	<b>CAT. A1</b>	<b>CAT. A2</b>	<b>CAT. A3</b>	<b>CAT. A4</b>
0	34234	37011	39033	42060	44415
1	36106	39033	41220	44584	47105
2	37970	41048	43406	47105	49800
3	39835	43065	45591	49629	52488
4	41701	45081	47777	52154	55185
5	43573	47105	49966	54680	57875
6	44704	49127	52154	57206	60565
7	46543	51145	54343	59725	63254
8	48385	53169	56526	62247	65945
9	50217	55185	58714	64769	68642
10	55350	57206	60903	67296	71334
11x	57887	61912	65615	74031	79077
11y	58815				
11z	61912				

- (c) Effective September 1, 2006 to January 31, 2007, all Teachers employed in the elementary panel shall be paid on the following salary grid:

<b>Year</b>	<b>CAT. A</b>	<b>CAT. A1</b>	<b>CAT. A2</b>	<b>CAT. A3</b>	<b>CAT. A4</b>
0	34919	37751	39814	42901	45303
1	36828	39814	42044	45476	48047
2	38729	41869	44274	48047	50796
3	40632	43926	46503	50622	53538
4	42535	45983	48733	53197	56289
5	44444	48047	50965	55774	59033
6	45598	50110	53197	58350	61776
7	47474	52168	55430	60920	64519
8	49353	54232	57657	63492	67264
9	51221	56289	59888	66064	70015
10	56457	58350	62121	68642	72761
11x	59045	63150	66927	75512	80659
11y	59991				
11z	63150				

- (d) Effective February 1, 2007 to August 31, 2007, all Teachers employed in the elementary panel shall be paid on the following salary grid:

<b>Year</b>	<b>CAT. A</b>	<b>CAT. A1</b>	<b>CAT. A2</b>	<b>CAT. A3</b>	<b>CAT. A4</b>
0	35268	38129	40212	43330	45756
1	37196	40212	42464	45931	48527
2	39116	42288	44717	48527	51304
3	41038	44365	46968	51128	54073
4	42960	46443	49220	53729	56852
5	44888	48527	51475	56332	59623
6	46054	50611	53729	58934	62394
7	47949	52690	55984	61529	65164
8	49847	54774	58234	64127	67937
9	51733	56852	60487	66725	70715
10	57022	58934	62742	69328	73489
11x	59635	63782	67596	76267	81466
11y	60591				
11z	63782				

- (e) Effective September 1, 2007 to January 31, 2008, all Teachers employed in the elementary panel shall be paid on the following salary grid:

<b>Year</b>	<b>CAT. A</b>	<b>CAT. A1</b>	<b>CAT. A2</b>	<b>CAT. A3</b>	<b>CAT. A4</b>
0	35903	38815	40936	44110	46580
1	37866	40936	43228	46758	49400
2	39820	43049	45522	49400	52227
3	41777	45164	47813	52048	55046
4	43733	47279	50106	54696	57875
5	45696	49400	52402	57346	60696
6	46883	51522	54696	59995	63517
7	48812	53638	56992	62637	66337
8	50744	55760	59282	65281	69160
9	52664	57875	61576	67926	71988
10	58048	59995	63871	70576	74812
11x	60708	64930	68813	77640	82932
11y	61682				
11z	64930				

- (f) Effective February 1, 2008 to August 31, 2008, all Teachers employed in the elementary panel shall be paid on the following salary grid:

<b>Year</b>	<b>CAT. A</b>	<b>CAT. A1</b>	<b>CAT. A2</b>	<b>CAT. A3</b>	<b>CAT. A4</b>
0	36406	39358	41509	44728	47232
1	38396	41509	43833	47413	50092
2	40377	43652	46159	50092	52958
3	42362	45796	48482	52777	55817
4	44345	47941	50807	55462	58685
5	46336	50092	53136	58149	61546

6	47539	52243	55462	60835	64406
7	49495	54389	57790	63514	67266
8	51454	56541	60112	66195	70128
9	53401	58685	62438	68877	72996
10	58861	60835	64765	71564	75859
11x	61558	65839	69776	78727	84093
11y	62546				
11z	65839				

**No Adverse Effects**

10.12. 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.

**Allowances**

- 10.13 (a) Consultants shall be paid grid salary plus an annual responsibility allowance of \$5,500.
- (b) Special Assignment Teachers shall be paid grid salary plus an annual responsibility allowance of \$1,420
- (c) Learning Resource Teachers (LRT) shall be paid grid salary plus an allowance of \$985 per annum.
- (d) Teachers of self-contained Special Education Classes, **Alter-Ed programs, Section 20 classrooms** shall be paid grid salary plus an allowance as follows:

Special Education 1 or 2 - \$680 per annum  
Special Education Specialist - \$985 per annum.

Teachers shall only be paid for the highest certificate held, providing it has not been used for grid placement. The allowance shall be made payable from the first of the month following registration of the certificate with the Board. If the submission of the registration is likely to be delayed beyond the control of the Teacher, the Teacher is required to notify the Human Resources Department in writing, giving the reason for the delay.

- (e) Teachers with a graduate degree shall be paid grid salary plus an allowance of \$920 per year, providing the above graduate degree has not been used for grid placement. The degree allowance shall be made payable from the first of the month following registration of the degree with the Board. If the submission of the registration is likely to be delayed beyond the control of the Teacher, the Teacher is required to notify the Human Resources Department in writing, giving the reason for the delay.
- (f) The parties agree that the Second Graduate Degree Allowance for the former Hamilton and Wentworth Boards continue to be paid to those Teachers receiving it as of September 1, 2000, but that no new such allowance be paid to any Teacher.
- (g) The parties agree that all Special Education and ESL allowances currently paid for qualifications for the former Hamilton Board continue to be paid to those Teachers receiving it as of September 1, 2000, but that no new such allowance be paid to any Teacher. In addition, all allowances paid to Teachers as of September 1, 2000 for working in two schools from the former Hamilton Board and who continue to work in two schools shall maintain their present allowance but no new such allowance shall be paid to any Teacher.

## ARTICLE 11 – TRAVEL REIMBURSEMENT

11.01 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 **2004-2005** and **2005-2006** and **2006-2007** and **2007-2008** school years 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) The Instructional day shall be three hundred (300) instructional minutes commencing with the start of opening exercises or the start of instruction whichever comes first and ending with the students dismissal from school for the day exclusive of lunch, nutrition break[s] and recess break[s].**

(b) For the purpose of instructional time, travel time will not be considered as a scheduled interval between classes.

### Preparation Time

**12.04 (a) For the year commencing September 1, 2004 and ending August 31, 2005 all existing provisions and practices respecting preparation will remain in effect:**

**1] Effective September 1, 2005, each teacher will receive a minimum of one hundred and sixty (160) minutes of preparation time within each period of five (5) instructional days**

**2] Effective September 1, 2006, each teacher will receive a minimum of one hundred and eighty (180) minutes of preparation time within each period of five (5) instructional days**

**3] Effective September 1, 2007 each teacher will receive a minimum of one hundred and ninety[190] minutes of preparation time within each period of five [5] instructional days.**

**4] Effective August 31, 2008 each teacher will receive a minimum of two hundred [200] minutes of preparation time within each period of five [5] instructional days. When 200 minutes of preparation time have been implemented, professional activity days previously designated for use as preparation time will no longer be used for such purpose.**

**5] Notwithstanding the foregoing, existing provisions or practices respecting preparation time, as of March 1, 2005 which provide superior benefits to the provisions set out above shall be maintained at each school.**

**6] Every reasonable effort shall be made to allocate preparation time in blocks of no less than thirty (30) minutes but, in any event, no less than twenty (20) minutes.**

**7) Effective August 31, 2008 one (1) professional activity day shall be designated for report card preparation purposes provided such professional activity day is not otherwise prescribed by the Ministry of Education and Training.**

**Such time shall be free from supervisory, teaching or other duties, exclusive of the morning and afternoon recesses and the lunch period, nutrition breaks and shall be scheduled within the instructional day.**

**Teachers on part time assignments shall have the amount of preparation time pro-rated as per the teaching assignment.**

- (b) In addition to the preparation time provided above, the Parties agree that one and one-half (1 1/2) Professional Activity Days each year shall be for the use of each Teacher as preparation time. **[As of July 1, 2008 this clause shall be null and void]**

#### 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) 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.
- (b) 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 (a) The Board will make every effort to replace an absent regular classroom Teacher.
- (b) A Teacher shall be required to call the Substitute Employee Management System (SEMS) in order to report an absence.

#### Designated Teacher

- 12.08 (a) **The Designated Teacher role shall be assigned to a Teacher in the school who has volunteered for such assignment. Should no teacher[s] volunteer, 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.**
- (b) Where the Principal has appointed a Designated Teacher, the Teacher shall be compensated by a responsibility allowance of \$15 per half day or less and \$30 for each full day.
- (c) **When the Designated Teacher assumes any of the responsibilities of a Principal or Vice-Principal, as outlined in Article 2.02 (j) an Occasional Teacher shall be hired when these responsibilities exceed one full day.**

#### Consultants and Special Assignment Teachers

- 12.09 Consultants and Special Assignment Teachers will be subject to a one (1) year term appointment. This may be shorter if the incumbent so wishes. This term appointment may be renewed yearly upon the mutual agreement of the Teacher and the Board.



### **Supervision Time**

**12.10 Supervision time shall be defined as the time teachers are assigned to supervise students outside of the three hundred (300) minute instructional day as defined in 12.03.**

**Supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and any other scheduled supervisory duties at any of the following times:**

- (i) before the beginning of opening exercises or the beginning of the instructional day, whichever occurs first;**
- (ii) during lunch, nutritional breaks or recess breaks;**
- (iii) after school following the dismissal of students and beyond the 300 minute instructional day.**

**Provided that there is no compromise to student safety, nor additional cost to The Hamilton-Wentworth District School Board or the Ontario Provincial Government, the Board shall implement the following provisions respecting teacher supervision schedules:**

- (i) effective September 1, 2005 no teacher shall be required to perform supervision duties in excess of the amount of supervision time assigned in his or her school as of March 1, 2005, subject to modifications or changes in the present worksite, or a change to a different worksite;**
- (ii) effective September 1, 2005, make every reasonable effort to limit the supervision time assigned to teachers to one hundred (100) minutes for each period of five (5) instructional days;**
- (iii) effective September 1, 2006, limit the supervision time assigned to teachers to one hundred (100) minutes for each period of five (5) instructional days; and**
- (iv) effective September 1, 2006, make every reasonable effort to limit the supervision time assigned to teachers to eighty (80) minutes for each period of five (5) instructional days.**

**Teachers on part-time assignments shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.**

12.11 The Principal shall endeavour to provide an equitable distribution of supervision to all Teachers.

## **ARTICLE 13 – STAFFING**

### **Class Size**

In accordance with the Education Act the Board shall ensure that:

- 13.01 (a) the average size of its elementary school classes in the primary division, in the aggregate, does not exceed 24 pupils.
- (b) The average size of its elementary school classes, in the aggregate, does not exceed 24.5 pupils.

13.02 The size of each class on October 1, shall be no more than

Junior Kindergarten	23
Kindergarten	26
JK/SK Blended	23

**After October 1 until the end of the school year, the limits as outlined above may be exceeded to a maximum of two (2) students to accommodate for any influx of students.**

- 13.03 (a) 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.
- (b) By September 30 of each school year the Superintendent of Education responsible for elementary staffing will meet with the Local to review integration of exceptional pupils from self-contained classrooms into regular classrooms.

**District Staffing/Supervision Committee**

**13.04**

**The District Staffing/Supervision Committee shall:**

- a) consist of up to three (3) Board representatives and three (3) Union representatives.
- b) develop supervision time guidelines for schools for implementation each September, commencing in 2005.
- c) approve the supervision time schedules as submitted by each In-School Staffing/Supervision Committee prior to the implementation of the supervision schedules
- d) develop a supervision time schedule, in accordance with the supervision guidelines, for each school where there is a dispute

**Failing agreement by the District Staffing/Supervision Committee on a school supervision schedule, by June 30 of each relevant school year, the school's disputed schedule shall be forwarded to the Provincial Stability Commission for final and binding decision.**

**The members of this committee who review supervision time schedules shall not be from the school whose schedule is in dispute.**

**In-School Staffing/Supervision Committee**

**13.05**

a) Each In-School Staffing/Supervision Committee established shall be comprised of:

- (i) one Teacher as determined and elected by the school staff, and
- (ii) the HWETL Steward, and
- (iii) at least one administrator.

(b) The responsibilities of each In-School Staffing/Supervision Committee shall be as follows:

- (i) to provide input into the organization of the school timetable;
- (ii) to develop supervision time schedules by June 1<sup>st</sup> of each school year in accordance with supervision time guidelines as established by the District Staffing/Supervision Committee and submit the schedule to the District Staffing/Supervision Committee for approval.
- (iii) in the event of school reorganization any revised supervision time schedule shall be forwarded to the Committee no later than five (5) teaching days following the presentation of the approved school organization for September by their Principal.

**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 Local 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 Local 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 Local.

#### **ARTICLE 17 – BENEFIT PLANS**

- 17.01 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:

- (i) \$10/\$20 deductible on all prescriptions;
- (ii) Hearing Aids - \$500 every 5 years;
- (iii) Smoking Cessation products - \$200 lifetime maximum;
- (iv) Dispensing Fee capped at \$7.00 per prescription;
- (v) Paramedical Services 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 every two years, **\$275 effective September 1, 2006/ \$300 effective September 1, 2007** every two years **including Laser Eye Surgery**

Basic Group Life Insurance - \$50,000

**Effective July 1, 2005, Orthopaedic shoes and orthotics limited to a maximum reimbursement of \$750/person every two (2) benefit years with medical documentation.**

- (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 pro-rated in the same proportion that the part-time teaching assignment bears to a full-time teaching assignment.
- (d)
  - (i) 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 \$250,000 (Optional of \$200,000 plus basic \$50,000). 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 time limit 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 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) 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. **Effective September 1, 2007, premium cost will be based upon Current ODA fee schedule**) of the Dental Plan (covered services - Basic Services, Endodontics and Periodontal). 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 **Effective September 1, 2007,**

**premium cost will be based upon Current ODA fee schedule).** 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) 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. **Effective September 1, 2007, premium cost will be based upon Current ODA 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) 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. **Effective September 1, 2007, premium cost will be based upon Current ODA fee schedule)** 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 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) A Teacher who retires before the compulsory retiring age and who receives 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 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) 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.

- (c) Teachers retiring on or after September 1, 2001 will be provided with the Retiree Benefit package as outlined in 17.06 (a) above; however, the premium rates will be determined by the overall rate experience for this Retiree Group.

17.07 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 1<sup>st</sup>.

- 17.08 (a) The Board shall provide to the Local 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 18 – 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 full-time Teacher shall be credited with twenty (20) days' sick leave on the first working day of the school 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 pro-rated 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) In accordance with the Education Act, a newly hired Teacher who was previously 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:

the transfer of sick leave credits cannot exceed the maximum number of cumulative sick leave days permitted under the Board's plan, and

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 pro-rated accordingly.

18.05 Effective May 1, 2001, within one (1) year from date of hire a Teacher shall be responsible for presenting a certified statement of transferable cumulative credits from the last previous Board and its predecessors.

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

**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.

**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.

**Jury Duty** – Any Teacher who is required to serve on a jury, provided the Board is furnished with the jury duty fees.

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.

18.07 To qualify for sick leave, a Teacher who is absent from the Teacher's duties for a period 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.

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 twenty (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 (1/2) 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 (1/2) year's earnings. The per diem rate shall be calculated by dividing the Teacher's annual earnings based on their annual full-time equivalency at time of retirement by the number of instructional days in the school year. A Teacher who takes a voluntary timetable reduction or a leave of absence during the year of retirement shall not have their salary entitlement reduced from the previous school year as a result of such voluntary timetable reduction or leave of absence. For a Teacher on long-term disability, the calculation of annual earnings will be based on the earnings and full-time equivalency the Teacher had at the time of disability.

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

(b) If a Teacher dies while in the service of the Board, payment of a gratuity computed on the same basis as the Sick Leave Gratuity on Retirement shall be paid to the estate of the Teacher. Such payment will be conditional upon the qualifying rules for a gratuity, i.e. retirement eligibility and number of years of service required for payment.

**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 31<sup>st</sup> 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 the 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 known address which appears on the Board's personnel records that the Teacher **will be considered to have resigned** 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**

### **Bereavement Leave**

- 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 or designate 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 or designate 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 to exceed two (2) days. This leave shall be granted on a day that is associated with the day of birth, and/or the day of hospital release and/or when the child comes into the custody and control of the parent(s).

## **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 unit.
- 21.02 The Teacher will continue to pay Union Dues and the Local Assessments. The Board shall deduct Union Dues and the Local Assessments in accordance with Article 3.
- 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, a Teacher 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 Teacher who has been granted a Statutory Pregnancy Leave.
- (c) A Teacher may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- (d) A Teacher shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (e) A Teacher who suffers a pregnancy related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness.
- (f) In the case of a Teacher who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth, or miscarriage that happens earlier than the employee expected to give birth, subsection (c) and (d) will not apply. The Procedure will be as indicated in (g), which follows.
- (g) Within two (2) weeks of stopping work a Teacher described in subsection (f) above must give the Board:
- (i) written notice of the date the pregnancy leave began or is to begin; and
  - (ii) a certificate from a legally qualified medical practitioner stating that:
    - in the case of a Teacher who stops working because of complications caused by the pregnancy, the Teacher is unable to perform the Teacher's duties because of complications caused by the pregnancy and states the expected birth date; (or)
    - in any other case, states the date of birth, stillbirth or miscarriage and the date the Teacher was expected to give birth.

- (h) The pregnancy leaves ends:
  - (i) the later of six (6) weeks after birth, still-birth or miscarriage – seventeen (17) weeks after the leave began; (or)
  - (ii) at an earlier date if the Teacher gives the Board four (4) weeks written notice of the date.
- (i) A Teacher 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 Teacher to the position the Teacher 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.**

- (j) 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 Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions.
- (k) A Teacher granted a statutory pregnancy leave of absence shall be compensated by the Board under the E.I. approved supplementary benefit plan, provided the Teacher:
  - (i) is eligible for pregnancy leave benefits under E.I.
  - (ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.
- (l) No supplemental benefit will be paid under this plan for any week, which falls 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 E.I. Refer to Appendix "B" for details on E.I. SEB. 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 Teacher who has been granted a Statutory Parental 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 Teachers not covered under (d) parental leave which began on December 31, 2001 and thereafter may begin no more than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of a parent for the first time.
- (f) The Teacher shall give the Board at least two (2) weeks written notice of the date the leave is to begin.
- (g) If a Teacher wishes to change the date when a Parental Leave is scheduled to begin the Teacher 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) On and after December 31, 2000, the Parental Leave ends:
  - (i) thirty-five (35) weeks after it begins if the Teacher also took a pregnancy leave, or thirty-seven (37) weeks if they did not take a pregnancy leave; or
  - (ii) at an earlier date if the Teacher gives the Board at least four (4) weeks written notice before the earlier date; or
  - (iii) at a later date if the Teacher gives the Board at least four (4) weeks written notice before the date the leave was to end.
- (j) A Teacher who intends to resume employment on the expiration of a statutory Parental Leave of absence shall so advise the Board. Upon return to work the Board shall reinstate the Teacher 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) (i) 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 Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions.

For those Teachers who commenced a statutory parental leave on and after December 31, 2000, 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 thirty-seven (37) weeks unless the Teacher has taken a pregnancy leave or unless the Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions.

- (l) A Teacher granted a statutory Parental Leave of absence shall be compensated by the Board under a E.I. approved supplementary Benefit plan, provided the Teacher:
  - (i) has not already received payment during the pregnancy leave;
  - (ii) is eligible for parental leave benefits under E.I.;
  - (iii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.
- (m) 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 E.I. Refer to Appendix " B " for details on the E.I. SEB 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 19.04.
- 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 Local to the **Executive Officer of Human Resources or designate**, 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 bargaining unit who has been elected to perform duties of the Local. **The elected member must continue in their present teaching assignment for up to two (2) weeks following receipt of the letter by the Executive Officer of Human Resources or designate.**
  - (b) The Local shall apply on behalf of a Teacher in writing to the Director or designate for such a leave of absence. The Local shall apply no later than October 30<sup>th</sup> for leave beginning January 1<sup>st</sup>, and not later than May 31<sup>st</sup> for leave beginning September 1<sup>st</sup>, 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 **shall** 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 1<sup>st</sup> in writing of the Teacher's intention to return to teaching duties effective September 1<sup>st</sup>.
- 23.08 Any Teacher released to perform Local duties shall continue to accumulate seniority, teaching experience and sick leave credits during the period of leave.

**ARTICLE 24 – DEFERRED SALARY LEAVE PLAN (DSLPL)**

- 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 DSLP shall be as follows:
- (i) requests for leaves under this article will be considered only for the third (3<sup>rd</sup>), 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 15<sup>th</sup> 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 (3<sup>rd</sup>) year of the agreement then thirty-three and one-third per cent (33 1/3%) of the Teacher's salary shall be held back for each of the two (2) 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-five 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 (5<sup>th</sup>) 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 year 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 19.04 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 **and by the Staffing Placement Committee.**
- 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 as 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 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 Teacher's placement if warranted. The Teacher and the Local shall be advised as to the decision of Human Resources. No later than March 31<sup>st</sup>, 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, **and with the exception of 25.07 (c)** no Teacher shall have previously accumulated seniority reduced or removed as a result of the application of the provisions outlined in this Article.

- (c) **A teacher who retires or resigns and is entitled to and has received a reduced, unreduced or commuted pension and is thereafter re-employed as an Elementary teacher by the Board, will not have previously accumulated seniority recognized for seniority list placement.**

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

- (i) total accumulated employment as an Elementary Occasional Teacher with The Hamilton-Wentworth District School Board and its predecessor Boards on a long-term contract up to and including December 31, 1997;
- (ii) total employment as a Teacher with the Board and its predecessors in the secondary panel and where equal;
- (iii) total employment as a Teacher in either the elementary or secondary panel with other school boards/authorities and where equal;
- (iv) by lot to be conducted annually.

25.09 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 their present school and is available for transfer in accordance with Article 5 and/or **redundant** to the staffing needs of the elementary panel.

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:

- (i) is within three (3) years of retirement; or
- (ii) is under review.

26.04 (a) A Teacher may volunteer to be declared surplus by indicating such, in writing to the Principal:

- (i) No later than five (5) teaching days following the presentation of the approved school organization for September by their Principal;
- (ii) No later than two (2) teaching days following the presentation of the revised school organization in September.

(b) A Teacher who volunteers to be declared surplus may participate in the posting process.

### **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.

26.06 In the event of lay offs in the elementary panel, surplus shall be based upon ranking as defined by the seniority list.



- 26.07 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 **April 30th**. Such letter will indicate the reason why the Teacher is laid off. Prior to this the Local shall receive a copy of the names.
- 26.08 Notwithstanding Article 26.13, 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 Teachers who have been laid off, 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 Any Teacher who has been laid off in accordance with the provisions of seniority and surplus procedures of this Agreement shall be eligible for recall for a period of three (3) years from the effective date of termination and shall accrue seniority for that period of time the Teacher remains on the Recall List.

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

- 26.11 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.
- 26.12 A Teacher on the Recall List may be covered by the benefit package provided that the Teacher prepays 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 (a) 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 immediately prior to the lay-off.
- (b) 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.
- (c) 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.
- (d) 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 full-time duty.

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

- 27.02 A Teacher with a part-time assignment who, no later than five (5) teaching days following presentation of the approved school organization by the principal requests a timetable expansion for the following school year shall be placed after the final round of postings, providing they are qualified, before any other candidates are 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 F.T.E. 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 F.T.E., the Teacher shall be subject to the Surplus and Lay-Off provisions in Article 26.
- 27.04 A Teacher participating in a voluntary timetable reduction shall receive full seniority.

### **Benefits**

- 27.05 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 pro-rated in the same proportion that the part-time teaching assignment bears to a full-time teaching assignment.

### **Preparation Time**

27.06 A Teacher on part-time assignment shall be assigned preparation time pro-rated within the instructional day.

### **Experience Credit**

27.07 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**

27.08 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 28 – 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, Employee Relations** or designate within twenty (20) 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, Employee Relations** 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 28.04 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 twenty (20) 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.
- 28.14 Single Arbitrator**  
**The parties may agree on the appointment of a single arbitrator who shall have the powers and be subject to the same limitations as an arbitration board.**

#### **ARTICLE 29 – STRIKES AND LOCKOUTS**

- 29.01 The Board agrees that there shall be no lockout of Teachers and the Local 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 Local business and information for the Local membership.

#### **ARTICLE 31 – RETIREMENT DATES**

- 31.01 (a) The compulsory retiring age for Teachers shall be sixty-five (65). In the year in which the age of sixty-five (65) is reached, that Teacher shall retire on either:
- (i) June 30<sup>th</sup> of that year if the Teacher's birthday is before September 1<sup>st</sup>, or
  - (ii) June 30<sup>th</sup> of the following year if the Teacher's birthday is on or after September 1<sup>st</sup>.
- (b) It is recognized that the date of retirement may be between June 30<sup>th</sup> and August 31<sup>st</sup> inclusive if:
- (i) the Teacher so elects, or
  - (ii) the Teacher has employment obligations to the Board beyond June 30<sup>th</sup>.

**ARTICLE 32 – PROFESSIONAL DEVELOPMENT**

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

**ARTICLE 33 – DURATION AND RENEWAL**

33.01 This collective agreement becomes effective September 1, **2004** and shall remain in effect until August 31, **2008** and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the Labour Relations Act.

33.02 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 2nd day of November **2005** at Hamilton, Ontario.

**ON BEHALF OF  
THE HAMILTON-WENTWORTH  
ELEMENTARY TEACHERS' LOCAL**

**ON BEHALF OF THE BOARD**

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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, and must have acquired ten (10) years of approved teaching experience within the schools in the jurisdiction of the former 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) 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.
  - (b) 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 28 of this Agreement.

**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.
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.

**APPENDIX “B”**  
**Supplemental Employment Insurance Benefit (SEB) Plan**  
**[Effective September 1, 2005]**

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves.
2. Members of the Hamilton-Wentworth Elementary Teachers' Local are covered by this plan.
3. The other requirements imposed by the employer for the receipt or the non-receipt of the SEB plan are:
  - (a) A Teacher must be eligible to receive pregnancy or parental leave from E.I.
  - (b) An application for supplementary employment benefits must be made by the Teacher on a form provided by the Employer and the Teacher shall provide verification of the approval of E.I. claim indicating the weekly amount to be paid by Canada Customs and Revenue Agency.
  - (c) Payment will not be made for any week in the waiting period, which falls outside the Teacher's normal working period. A Teacher (includes consultants and co-ordinators) who has a working period exclusive of the months of July and August shall not be supplemented by the E.I. SEB Plan for any week of the two (2) week waiting period which falls outside these months (July and August). This list shall not exclude those Teachers who by virtue of new job creation fit into one of the categories.
4. Teachers must apply for and be in receipt of employment insurance benefits before SEB becomes payable except if non-receipt is due to serving the waiting period.
5. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
6. Teachers do not have a right to SEB payments except for supplementation of E.I. benefits for the unemployment period as specified in the plan.
7.
  - (a) The benefit level paid under this plan is set at a weekly rate equal to the Teacher's weekly insurable earnings under E.I. It is understood that in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by Teachers will not exceed **100%** of the Teacher's normal weekly earnings.
  - (b) Effective September 1, **2005**, the Board shall provide for Teachers on pregnancy or parental leave a supplementary employment insurance benefit plan. The Plan will pay **100%** of the Teacher's normal weekly earnings during the mandatory two-week waiting period for employment insurance payments/parental benefits.
  - (c) Effective September 1, 2005 the Board will provide a top-up to 100% of the teacher's normal salary for up to six (6) weeks of pregnancy leave immediately following (b) above.**
  - (d) A teacher who is eligible for E.I benefits may only use the provisions of b) and c) above. Only a teacher who is not eligible for E.I. benefits and who provides approved medical documentation for the need may use sick leave credits. A teacher may only access the number of sick days credits available to them under the Board's sick leave plan.**
8. The maximum number of weeks for which SEB is payable is for **eight (8)** weeks.
9. The plan is financed from the Employer's general revenues or through a Trust Fund. SEB payments will be kept separate from payroll records.
10. The Employer will inform the Canada Customs and Revenue Agency of any changes to the plan within thirty (30) days of the effective date of change.



11. The Teacher must provide the Employer with the proof that the employee is getting E.I. benefits or that the Teacher is not getting benefits for reasons specified in the Plan.
12. The Employer will use the E.I. receipt of the Teacher to verify that Employees are receiving E.I. benefits or other earnings.

#### **Letter Of Understanding #1**

1. The Parties agree that the Local 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 Local 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 Local 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 #2 - 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 students in **2004-2005 and 2005-2006 and 2006-2007 and 2007-2008.**

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 Intent #1 – Full Staff Meetings**

The Board agrees to implement a policy to direct Principals to make every effort to have full staff meetings last for not more than one (1) hour after the end of the student's instructional day and, in any event, not more than one and a half (1 ½) hours save in exceptional circumstances.

The letter is part of the collective agreement and can be grieved.

#### **Letter of Intent #2 – Report Cards**

If report card preparation is affected by significant technical difficulties, the Board agrees to consider each case and to develop a plan to address the individual situation.

#### **Letter of Intent #3- Provincial Reopener**

**If the province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.**

If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

**Letter of Agreement #1**

**RE: Hours of Insurable Employment – Method of Determination**

The parties agree, under **the Employment Insurance Act** that for the sole purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that full-time Teachers shall be deemed to have worked seven (7) hours each work day they are employed. Part-time Teachers shall be deemed to have worked hours per day that are pro-rated accordingly.