

A COLLECTIVE AGREEMENT  
BETWEEN  
THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD  
AND  
THE ONTARIO SECONDARY TEACHERS' FEDERATION, DISTRICT **21**  
EMPLOYED BY THE BOARD

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

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T A B L E O F C O N T E N T S

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<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE #</b>
1	Recognition .....	1
2	Purpose. ....	1
3	Duration, Renewal & Continuation.. ..	2
4	<b>Management</b> Rights.. ..	2
5	<b>Union</b> Dues Check-Off.. ..	3
6	No Strike or <b>Lock-Out</b> .....	3
7	Leaves .....	3
	7.01 Short Term <b>Leaves</b> .....	3
	7.06 General Leave of Absence.. ..	4
	7.10 Federation Leave of Absence.. ..	5
	7.15 Teacher Funded Leave Plan.....	5
	7.31 Voluntary Timetable Reduction.. ..	7
8	Pregnancy Leave, Parental Leave & Paternity Leave .....	7
	8.01 Pregnancy Leave.....	7
	8.11 Statutory Parental Leave.....	9
	8.23 Paternal Leave.. ..	10
9	Sick Leave and Retirement Gratuities.....	10
	9.04 Sick Leave Credit Account.....	10
	9.09 Sick Leave Gratuity .....	11
	9.12 <b>Payment</b> of Sick Leave Gratuity on Retirement	12
10	Category Definitions.. ..	12
	10.06 Grid Placement.....	13
	10.08 Secondary School Salary Grid.....	14
	10.09 Allowances for Related Trade & <b>Business</b> Experience, Degrees, Diplomas.. ..	14
11	Method of Payment .....	15
12	Travel Allowance.....	16
13	<b>Employee Benefits</b> . ....	16
14	<b>Employment</b> Insurance.....	20
15	Staffing ( <b>Effective</b> September 1, 1999).....	20
16	Assigned and Supervisory Time .....	21

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE #</b>
<b>17</b>	Surplus & Redundancy .....	22
	17.01 Staffing Needs.. .....	22
	17.04 Redundancy List.. .....	23
	17.09 Seniority List .....	23
	17.10 School Needs Identification Committee.....	24
	17.12 Surplus Teachers.....	25
	17.17 Redundant Teachers.....	25
	17.28 Severance Pay.....	26
<b>18</b>	Transfers .....	27
	18.01 Voluntary Transfers .....	27
	18.06 Reciprocal Transfers.....	27
	18.07 Job Exchange.....	28
<b>19</b>	Programme Consolidation and School Closure	28
<b>20</b>	<b>Postings</b> .....	28
<b>21</b>	Term Appointments .....	29
<b>22</b>	Acting Vice-Principal .....	29
<b>23</b>	New Positions.....	30
<b>24</b>	Evaluation of Job Performance.....	30
	24.01 Evaluation for Competence & Contract Maintenance.. .....	30
	24.12 Evaluation of Job Performance for Professional Development.. .....	31
	24.14 Teacher Files.....	31
	24.18 Just Cause.....	32
<b>25</b>	Continuing Education .....	32
	25.01 Summer School & Evening School Staff...	32
	25.03 Certified Teacher.. .....	32
	25.04 Job Opportunity Notice .....	33
	25.06 Appointment to Summer and Evening School Staffs .....	33
	25.07 Rates of Pay . Summer School .....	33
	25.08 Rates of Pay . Evening School. ....	33
	25.11 Continuing Education . Fees and Levy Deduction. ....	34
<b>26</b>	Grievance Procedure .....	34
	26.01 Definitions.....	34
	26.02 Grievance Procedure.....	35

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE #</b>
	26.06 Informal Stage .....	35
	26.08 Formal Stage . Step One (1).....	35
	26.10 Step Two (2).....	36
	26.11 Step Three (3).....	36
	26.12 Grievance Mediation.. ..	36
	26.14 Arbitration .....	36
	26.19 Bargaining Unit's Policy Grievance or Group Grievance, or Board Grievance Informal Stage .....	37
	26.20 Formal Stage .....	37
<b>27</b>	Probationary Period.....	38
<b>28</b>	Occupational Health and Safety.....	38
APPENDIX "A" - SENIORITY <b>PROVISIONS</b> FOR COMBINING THE SENIORITY LISTS OF DISTRICTS <b>36</b> <b>AND 8</b> .. .. .		
		39
APPENDIX "B"-1999-2000 COMMITTEE.....		
		40
APPENDIX "C" - COMMITTEE TO REVIEW ALLOWANCES...		
		42
APPENDIX "D"		
		43
LETTER OF <b>INTENT</b> - <b>EMPLOYEE</b> ASSISTANCE PROGRAM		
		44
COMMITTEE TO REVIEW RETIREMENT GRATUITIES		
		44
MEMORANDUM OF AGREEMENT FORM		
		45
ARTICLES FROM THE COLLECTIVE AGREEMENT BETWEEN THE FORMER HAMILTON BOARD OF EDUCATION AND DISTRICT 8		
ARTICLES FROM THE COLLECTIVE AGREEMENT BETWEEN THE FORMER WENTWORTH COUNTY BOARD OF EDUCATION AND DISTRICT <b>36</b>		

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## 1998-2000 COLLECTIVE AGREEMENT

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### **ARTICLE 1 - RECOGNITION**

- 1.01 The Board **recognizes** the Ontario Secondary School Teachers' Federation (**OSSTF**) as the bargaining agent **authorized** to negotiate on behalf of its Members, employed by the Hamilton-Wentworth District School Board and assigned as teachers, to one or more secondary schools, or to perform duties in respect of such schools, other than occasional teachers.
- 1.02 The Board **recognizes** the negotiating team of the Bargaining Unit as the group **authorized** to negotiate on behalf of the Union,
- 1.03 The Board also **recognizes** the right of the Bargaining Unit to **authorize OSSTF** or any other advisor, agent, counsel, solicitor or duly **authorized** representative to assist, advise, or represent them in all matters pertaining to the **negotiation** and administration of this Collective Agreement.
- 1.04 The Board further **recognizes** the right of the Bargaining Unit to represent a teacher at any meeting where the teacher is placed under review.
- 1.05 The sole terms and conditions of employment under this Agreement applicable to certificated teachers teaching credit courses in summer school, and evening school shall be as set out in Article **26** of this Agreement.
- 1.06 During the lifetime of this Agreement, the terms and conditions of this Agreement shall be applicable to all **OSSTF**, full-time and part-time teachers who are employed by the Board as probationary, permanent and Continuing Education Teachers. It does not apply to Occasional teachers and Continuing Education Instructors.

### **ARTICLE - URPOSE**

- 2.01 The parties to this Agreement shall make every effort to maintain a harmonious relationship between the Board and each teacher and Shall co-operate to the fullest extent in an endeavour to provide the highest quality of educational services.
- 2.02 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.
- 2.03 There shall be no discrimination by the parties against a teacher because of race, ancestry, place or origin, colour, ethnic origin, creed, sex, age, sexual orientation, record of offences, marital status, family status or handicap in accordance with the Ontario Human Rights Code.

**ARTICLE 3 - DURATION, RENEWAL AND CONTINUATION**

- 3.01 This Collective Agreement shall be in effect from September 1, 1998 and shall continue in force up to and including August 31, 2000 and shall continue in force from year to year thereafter. In any year not more than (90) ninety days before the date of termination of the Agreement either party shall Furnish the other with notice to negotiate the Collective Agreement.
- 3.02 Notwithstanding the period of notice cued in 3.01, either party may notify the other, in writing within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 3.03 If either party gives notice of its desire to negotiate amendments in accordance with Section 3.02, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 3.04 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 3.05 In the event that the Federal and/or Ontario Government should pass legislation during the life of this Agreement which would have the effect of altering or modifying any part of this Agreement, the parties shall meet and in good faith, make every reasonable effort to sign a memorandum of agreement covering all amendments the parties deem appropriate. The remaining provisions of the contract shall continue in effect for the duration of the agreement.

**ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 Save and except to the extent specifically modified or curtailed by any provision of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.
- 4.02 The Board agrees that it will not exercise any of its rights in a manner inconsistent with the express provisions of this Agreement.
- 4.03 The Board agrees that any proposed changes in the policies and procedures of the Board which might adversely affect a Teacher or Teachers shall be communicated to the President of the Hamilton-Wentworth District. After such communication, if the Federation wishes to enter into discussion on the subject, the Board shall receive Federation input, either written or oral, within ten (10) school days, before reaching a final decision resulting in any change.

**ARTICLE 5 - UNION DUES CHECK-OFF**

- 5.01 On each pay date on which an employee is paid the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 5.02 The OSSTF dues deducted as per 5.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- 5.03 Dues specified by the Bargaining Unit in 5.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 2 1, Hamilton-Wentworth at the OSSTF District 2 1 office no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- 5.04 In consideration of the Board's deducting the monthly contributions, the Bargaining Unit undertakes and agrees to indemnify and save harmless the Board from any and all claims, demands, actions, liability, loss, damages, costs and expenses which the Board may hereafter incur, suffer or be required to pay by means of having made said deduction or deductions.

**ARTICLE 6 - NO STRIKE OR LOCK-OUT**

- 6.01 There shall be no strike or lock-out during the term of this Agreement. The terms strike and lock-out shall be defined in the Ontario Labour Relations Act.

**ARTICLE 7 - LEAVES**

- 7.01 **Short Term Leaves**  
For absence occasioned by the death of a spouse, son, daughter, mother, father, sister or brother of the Teacher or the Teacher's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) consecutive working days. If the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One additional day may be granted at the discretion of the Director where extended travel is required.
- 7.02 For absence occasioned by the death of other relatives of the Teacher or the Teacher's spouse's immediate family, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) consecutive

working days. If the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time, on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director where extended travel is required.

- 7.03 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.

- 7.04 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.

- 7.05 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.

7.06 **General Leave of Absence**

The Board may grant a Teacher a leave of absence, without pay or allowances, up to a maximum of two (2) years.

- 7.07 A teacher returning from a leave of absence as of September 1<sup>st</sup> shall be treated as a member of the staff of the school(s) to which the teacher was assigned for staffing purposes. If the return date is other than on September 1<sup>st</sup>, the Board shall endeavour to assign the returning teacher to a suitable position as soon as practicable. A teacher, returning from a leave of absence shall not necessarily be reassigned to the teacher's former position or to a comparable position immediately upon the teacher's return, but the Board shall endeavour to do so as soon as practicable thereafter.

- 7.08 A teacher returning from a leave of absence will provide the Board with eight (8) weeks written notice prior to the return. The notice will be exclusive of the summer period, Christmas or March Break.

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



**7.10 Federation of Absence**

Upon written request, the Board shall grant a leave of absence for a period up to a maximum of one (1) year to District 21 Officers who have been elected to perform Federation Duties.

7.11 The leave shall be without loss of salary or benefits and OSSTF, District 21 shall reimburse the Board for each full-time position granted the equivalent of the salary at Category 3, Year 2 and if applicable any responsibility allowances. The Officers Identified in Article 7.2 shall continue to accrue sick leave credits while serving in these elected positions.

7.12 The written request for a leave of absence for District 21 Federation Duties will be sent to the Director's Office no later than October 30th for leave beginning January 1st, and not later than May 31st for leave beginning September 1st, unless other mutually acceptable dates are arranged.

7.13 Upon written request, the Board shall grant a leave of absence for a period of two (2) years to a member of the Bargaining Unit who is elected to the Provincial Executive of OSSTF. The leave shall be without loss of salary or employee benefits, provided that the Board is reimbursed for the full cost of the leave by the Provincial Affiliate.

7.14 The teacher on leave under Article 7.13, shall notify the Board by May 1st, in writing, of the teacher's intention to return to teaching duties effective September 1st. The teacher shall return to the teacher's former position; however, should the position formerly held by the teacher not be available the teacher shall receive full grid salary and allowances, and shall be appointed to the first comparable position which becomes available.

**7.15 Teacher Funded Leave Plan**

The teacher must make written application requesting permission to participate in the Plan to the Board, on or before January 31.

7.16 The application shall indicate the school year in which the leave shall be taken and:  
(a) that no regular teaching salary be held back or  
(b) the percentage of regular teaching salary to be held back for each year of teaching in the years prior to taking the leave.

7.17 Leave may be granted for a period of one year, one semester, or such other period as the Director or Designate may approve to a maximum of the equivalent of one year in a five year period or such other period as approved by the Board.

7.18 Late applications may be considered at the discretion of the Director or designate.

- 7.19 A written decision on the Teacher's request, with explanation, will be forwarded to the Teacher by April 1st in the school year the request is made. The permission of the Board shall not be unreasonably withheld.
- 7.20 The salary held back by the Board shall be placed in irrevocable trust in the Hamilton Teachers Credit Union Limited in the Teacher's name.
- 7.21 The method of repayment of salary hold back during the period of the leave shall be mutually agreed on by the Board and the teacher in accordance with the Income Tax Act
- 7.22 The Board shall continue to contribute its portion of the employee benefit premiums on behalf of the teacher during the period of the leave.
- 7.23 Teacher Pension Plan deductions are to be continued as provided by the Teachers Pension Act. The amount to be deducted is based on the percentage rate as stipulated in the Act, of the salary paid to the teacher during the leave of absence. Upon returning to full duties, the Teacher is to have the option of contributing the difference between the amount of T.P.P. deducted and the amount that would have been deducted had the Teacher remained on staff and drawn full salary.
- 7.24 While the Teacher is on leave, no sick leave time shall accumulate, but when the Teacher returns to the Board from the leave, the teacher shall be credited with the same number of sick leave days accumulated before the leave.
- 7.25 A Teacher returning from leave will be assigned to the same position (including Position of Added Responsibility) in the same school. The Teacher shall then be subject to the conditions within the school in accordance with staffing articles.
- 7.26 The approved period of the leave shall count for seniority purposes with the Board.
- 7.27 Upon return to duty the teacher will be placed on the salary grid and be entitled to any benefit enhancement as if the teacher had not had a leave of absence. It is understood that there will be no retroactive adjustment for the period of the leave.
- 7.28 A Teacher may alter in accordance with the Income Tax Act the salary hold-back which was approved in the original application for teacher funded leave.
- 7.29 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 interest, as soon as possible.
- 7.30 A teacher must confirm the leave request prior to April 1 of the year in which the leave is to occur. Failure to notify the Board will commit the teacher to the provisions of this Leave Plan

**7.31 Voluntary Timetable Reduction**

The Director or designate will consider a **request** from a teacher to teach a reduced timetable. Such requests shall **not be** unreasonably withheld. The Director or designate may deny a request if it is determined it was due to program needs.

7.32 The salary for a teacher voluntarily teaching part-time shall be pro-rated in the same proportion that the teacher's partial timetable bears to a full timetable.

7.33 The sick-leave allowance for a teacher voluntarily teaching part-time, shall be pro-rated in the same proportion that the teacher's partial timetable bears to a full timetable.

7.34 A part-time teacher shall be covered by the same employee benefits as a full-time teacher. The Board shall contribute toward the premium cost of such benefits on a pro-rata basis in the same proportion that the teacher's partial timetable bears to a **full** timetable. The part-time teacher shall pay the remainder of the premium cost.

7.35 A teacher who teaches in only one semester during the school year may continue the teacher's employee benefits during the semester the teacher is not teaching, provided that the teacher pays the **full** cost of the teacher's premiums for that semester in advance, otherwise, the teacher's employee **benefit** coverages will be cancelled.

7.36 All written requests from teachers requesting reduced timetables must be submitted to the Board no later than April 1 for the following school year.

7.37 A teacher requesting a return to **his/her** contractual entitlements must inform the Board no later than April 1 for the following school year. Such request shall be granted before **staffing** is assigned for the ensuing school year.

7.38 A teacher participating in a voluntary timetable reduction shall receive **full** seniority.

7.39 On return to the teacher's contractual entitlement, a teacher will be assigned to the same school at which the teacher taught prior to entering a reduced timetable. The teacher shall then be subject to the conditions within the school in accordance with teacher surplus and redundancy Articles.

**ARTICLE 8 - PREGNANCY LEAVE, PARENTAL LEAVE AND PATERNITY LEAVE**

**8.01 Pregnancy Leave**

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.

8.02 The Board shall not terminate the employment of or **lay-off a teacher** who has been granted a statutory pregnancy leave under this Article.

- 8.03 A teacher may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date
- 8.04 The Teacher shall give the Board not less than 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.
- 8.05 (a) 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. The teacher will not be required to use pregnancy leave unless the teacher so elects  
 (b) 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, subsections 8.03 and 8.04 will not apply. The procedure will be as indicated in 8.06 which follows.
- 8.06 Within two (2) weeks of stopping work an employee described in 8.05 (b) above must give the Board:  
 (a) written notice of the date the pregnancy leave began or is to begin; and  
 (b) a certificate from a legally qualified medical practitioner stating that:  
 (i) in the case of an employee who elects to stop working because of complications caused by the pregnancy, states the employee is unable to perform the employee's duties because of complications caused by the pregnancy and states the expected birth date, or  
 (ii) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
- 8.07 The Pregnancy Leave ends:  
 (a) The later of - six (6) weeks after birth, stillbirth or miscarriage seventeen (17) weeks after the leave began or;  
 (b) at an earlier date if the employee gives the Board at least four (4) weeks written notice of the date.
- 8.08 The Board shall continue to contribute its share towards the premium cost of the teacher's employee benefits under Article 13 during the period of the 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 teacher's contributions,
- 8.09 A teacher who intends to resume employment on the expiration of the statutory leave of absence under these regulations shall so advise the Board and on return to work the Board shall reinstate the teacher to the position the teacher most recently held with the Board, if it still exists, or to a comparable position, if it does not, Seniority shall continue to accrue during a pregnancy leave. Reinstatement from pregnancy leave under this sub-section shall be without loss of seniority, sick leave or benefits.

- 8.10 (a) A teacher granted a statutory pregnancy leave of absence on and **after** the ratification date of this Agreement shall be compensated by the Board under an EI approved supplementary benefit plan for the two **(2)** week waiting period, provided the teacher:
- (i) is eligible for pregnancy leave benefits under EI;
  - (ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by EI.
- (b) No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the teacher's normal employment period (**ie.** July and August if 10 month employment). This plan shall be subject to approval of EI.
- 8.11 **Statutory Parental leave**  
For the purpose of Parental Leave, parents shall be defined as one of the following:
- (a) natural father or mother
  - (b) adoptive father or mother
  - (c) any person in a relationship of some permanence with the parent of the child
- 8.12 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:
- (a) the birth of the child; or
  - (b) the coming of the child into custody, care and control of a parent for the first time.
- 8.13 The Board shall not terminate the employment or lay-off a teacher who has been granted a statutory parental leave under this Article.
- 8.14 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 a parent for the first time.
- 8.15 For persons not covered in the above clause, Parental Leave may begin no more than thirty-five **(35)** weeks after the day the child is born or comes into the custody, care and control of the parent for the **first** time.
- 8.16 The Teacher shall endeavour to give the Board at least two **(2)** weeks written notice of the date the leave is to begin.
- 8.17 If a Teacher wishes to change the date when a Parental Leave is scheduled to begin, the teacher shall endeavour to give written notice:
- (a) two **(2)** weeks before the starting date if the leave is to begin sooner than indicated; or
  - (b) two **(2)** weeks before the leave was to start if the leave is to begin later than indicated.

- 8.18 If a child comes into the 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.
- 8.19 The Parental leave ends eighteen weeks after it begins, or such shorter period as the teacher may request.
- 8.20 The Board shall continue to contribute its share towards the premium cost of the teacher's employee benefits under Article 13 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 teacher's contributions.
- 8.21 A teacher who intends to resume employment on the expiration of a statutory parental leave of absence under these regulations shall so advise the Board and on return to work the Board shall reinstate the teacher to the position the teacher most recently held with the Board, if it still exists, or to a comparable position, if it does not. Reinstatement from parental leave under this sub-section shall be without loss of seniority, sick leave or benefits. Seniority continues to accrue during the parental leave.
- 8.22 On making application to the Board, Pregnancy and Parental Leaves shall be entitled to an extension of up to two years under the General Leave Plan. The date of return of the Teacher shall be agreed upon between the teacher and the Board.
- 8.23 **Paternal Leave**  
For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence for a period not exceeding one (1) day. This leave shall be granted on one of the following days: the day of birth, the day of hospital release or the first day of adoption. This leave shall not be deducted from the teacher's sick leave credit account.

#### **ARTICLE 9 - SICK LEAVE AND RETIREMENT GRATUITIES**

- 9.01 The Board shall maintain a sick leave plan for every teacher who is a member of the Bargaining Unit.
- 9.02 Each teacher shall be credited with twenty (20) days' sick leave on the first working day of the work year, the unused balance of which shall be accumulated to the teacher's sick leave credit account.
- 9.03 Part-time teachers shall be entitled to sick leave credit prorated to the nearest half day on the basis of 20 days per year.
- 9.04 **Sick Leave Credit Account**  
The Board shall maintain a Sick Leave Credit Account for all eligible teachers, to be operated as follows:

- (a) The teacher's sick leave account shall be credited with the current year's sick leave allowance of **20** days or, where applicable, such lesser number of days as may raise the teacher's total of sick leave credits on September 1 of each year.
  - (b) Employees shall be entitled to **accumulate** up to a maximum of **260** days. Teachers who presently have an accumulative balance in excess of **260** days shall be frozen at their existing accumulative balance.
  - (c) A newly hired teacher shall be entitled to transfer accumulated sick leave **from** a previous Board to the employee's credit with the Board.
  - (d) Any teacher who is on sick leave and is entitled to receive payments under the Workers' Safety Insurance Board shall receive the difference between such payment and regular salary **from** the Board. Loss of sick days shall be prorated accordingly.
- 9.05 The following items are not chargeable to the sick leave credit account and shall be without loss of salary:
- (a) Quarantine - Any teacher who because of exposure of communicable disease is quarantined or otherwise prevented by ~~the~~ Medical Health Authorities from being present for duty.
  - (b) Witness - Any teacher who is a witness in any **court** proceedings to which the teacher is not a party or one of the persons being charged, provided the Board is furnished with the witness fee.
  - (c) Jury Duty - Any teacher who is required **to** serve on a jury, provided the Board is furnished with the jury duty fees.
- 9.06 Any teacher entering the employment of the Board shall be responsible for presenting a certified statement of transferable cumulative credits from the last previous Board.
- 9.07 To qualify for sick leave, a teacher who is absent from the teacher's duties for a period exceeding three **(3)** consecutive working days must produce a certificate of illness **from** a qualified physician or **licentiate** of dental surgery and (if required by the Board) a **further certificate** from the Medical **Officer** of the Board. If such period does not exceed three **(3)** consecutive working days, a certificate by the School Principal or other superior **official** of such teacher shall be accepted in lieu thereof.
- 9.08 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.
- 9.09 **Sick Leave Gratuity**  
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 "D" attached).
- 9.10 New employees hired on or after September 1, 1999 shall be required to serve **20 years** in the employment of the Board in order to qualify for a retirement gratuity.

Otherwise the effective date for payment will be the first day of the month following registration of the Rating Statement with the Board.

- 10.05 Newly hired teachers who expect to be compensated at a level higher than Category I must submit proof of this level to the Manager, Human Resources by December 31, in order to be retroactive to September 1 of Semester I and by May 31, in order to be retroactive to February 1 of Semester II. 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 by December 31 or May 31 respectively.
- 10.06 **Grid Placement**  
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 date of ratification includes:
- (a) Each Full year of elementary and/or secondary experience obtained in Ontario under either probationary or permanent status.
  - (b) For 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**.
- 10.07 To allow for an additional year of teaching experience:
- (a) A teacher shall advance on the salary grid in September if the teacher has taught or performed **professional duties sixty per cent (60%) or more of the previous school year.**
  - (b) **If a teacher has taught one complete semester in the previous school year, then the teacher shall advance on the salary grid in September, subject to the limitation that this provision shall apply only once to that teacher. Thereafter, a teacher shall advance on the salary grid after the teacher has taught sixty percent (60%) or more**



- 9.11 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
- 9.12 **Payment of the Sick Leave Gratuity on Retirement**  
On the termination of **employment** for the purpose of retirement, a teacher is entitled to an amount equal to one half the number of sick leave days standing in the account at time of retirement multiplied by the teacher's per diem rate of salary up to a maximum of one-half year's earnings.
- 9.13 The Sick Leave Gratuity on retirement shall be paid in one lump sum at retirement.

**ARTICLE 10 - CATEGORY DEFINITIONS**

- 10.01 A teacher shall have the teacher's qualifications for category placement determined under the current OSSTF certification chart and shall be paid accordingly.
- 10.02 A teacher teaching with a Letter of Standing or a Letter of Permission will be placed in a category on the salary grid according to the teacher's OSSTF Letter of Evaluation,
- 10.03 No qualifications shall receive duplicate recognition in the determination of a teacher's salary.
- 10.04 (a) A teacher who submits an OSSTF Certification Rating Statement shall have the teacher's category placement **recognized** for salary proposes as of September 1, provided that:
- (i) the 'qualifications were completed before August 31" of that year.
  - (ii) the teacher has notified the Manager, Human Resources before September 30<sup>th</sup> of that year that the teacher intends to submit improved qualifications.
  - (iii) the Rating Statement and the new qualifications are registered with the Board within two (2) weeks of the teacher's receiving the statement, and
  - (iv) the Rating Statement is registered with the Board before December 31" of that year.
- (b) A teacher who submits an OSSTF Certification Rating Statement shall have the teacher's category placement recognised for salary proposes as of January 1, Provided that:
- (i) the qualifications were completed before December 31" of the preceding year.
  - (ii) the teacher has notified the Manager, Human Resources before January 31" of that year that the teacher intends to submit improved qualifications.
  - (iii) the Rating Statement and the new qualifications are registered with the Board within two (2) weeks of the teacher's receiving the statement, and
  - (iv) the Rating Statement is registered with the Board before April 30 of that year.

of two semesters. The effective date of advancement on the salary grid shall be the first teaching day of the next semester that the teacher teaches.

#### 10.08 Secondary School Salary Grid

- (a) Effective September 1, 1998 until April 30, 1999, teachers will be paid on their respective salary grids in accordance with the former Hamilton Board of Education or the former Wentworth County Board of Education. (See Appendix "D" attached),
- (b) Effective May 1, 1999, all teachers employed by the Hamilton-Wentworth District School Board shall be placed on the following salary grid:

Year	Category 1	Category 2	Category 3	Category 4
0	\$30,852	\$32,538	\$35,060	\$37,024
1	32,538	34,361	37,165	39,266
2	34,217	36,183	39,266	41,512
3	35,899	38,004	41,369	43,752
4	37,578	39,827	43,474	46,001
5	39,266	41,650	45,580	48,243
6	40,951	43,474	47,686	50,486
7	42,633	45,299	49,786	52,727
8	44,320	47,118	51,888	54,970
9	46,001	48,942	53,990	57,218
10	47,686	50,767	56,096	59,463
11	51,609	54,695	61,710	65,916

#### 10.09 Allowances for Related Trade & Business Experience, Degrees, Diplomas

Related experience shall be recognized on the following basis:

- (a) (i) Experience - Trade. Vocational teacher shall be entitled to an allowance for trade experience when the following conditions have been met:
1. the experience is in excess of that required for admission to the Ontario Faculties of Education; and
  2. the experience is related directly to the vocational subjects to be taught.
- (ii) Graduates of three year courses from the Ryerson Institute of Technologies or Colleges of Applied Arts and Technology shall be permitted to count trade experience in excess of three years.
- (b) Experience - Business, Commercial and Trade: Academic and Commercial Teachers shall be entitled to an allowance for business, commercial or trade experience when the following conditions have been met:
- (i) the experience is acquired after graduation from a Canadian university or its foreign equivalent; or
  - (ii) the experience is in excess of five years, subsequent to the obtaining of a Secondary School Honour Graduation Diploma or equivalent, or, alternatively, it is the experience above the basic years of experience required for admission into a recognized teacher training course; or

- (iii) the experience is acquired **after** graduation from the Ryerson Institute of Technology or a College of Applied Arts and Technology; and
  - (iv) the experience is related directly to the subjects being taught.
- 10.10 Teachers in Composite and Vocational Secondary Schools shall be paid \$600 per year for each year of related trade and business experience in accordance with Article 10.09. This allowance shall not exceed the maximum of the teacher's category.
- 10.11 Former Wentworth County Teachers who have related trade and business experience and who have been placed on the salary grid shall continue on the grid and not be subject to Articles 10.09 and 10.10. All new teacher hired on and **after** the ratification of this agreement shall be paid the related trade and business allowance under Article 10.10.
- 10.12 Subject to Appendix "C", all allowances paid to teachers for positions of responsibility, degrees and diplomas and special allowances that were in place as of September 1, 1998 shall continue for the lifetime of this collective agreement.

**ARTICLE 11 - METHOD OF PAYMENT**

- 11.01 (a) For the 1998-99 school year, teachers will continue to be paid according to the respective methods of payment in accordance with the former Hamilton Board of Education and Wentworth County Board of Education,
- (b) Effective September 1, 1999 annual salaries shall be paid according to the following plan:
- |                |                                        |
|----------------|----------------------------------------|
| September      | 8% ( 1 st Friday following Labour Day) |
| September 25th | 8%                                     |
| October 25th   | 8%                                     |
| November 25th  | 8%                                     |
| December       | 8% (last day of school)                |
| January 25th   | 8%                                     |
| February 25th  | 8%                                     |
| March 25th     | 8%                                     |
| April 25th     | 8%                                     |
| May 25th       | 8%                                     |
| June 25th      | 20%                                    |
- (c) Pay day shall be the 25th of the month. Should the 25th of the month fall on Saturday or Sunday then salaries shall be paid on the preceding Friday. Should the 25th of the month fall during a holiday period, salaries shall be paid on the last teaching day preceding the holiday period.
- (d) The Board shall transmit the Teacher's pay to the Bank or Financial Institution of the Teacher's choice so that as far as feasible the funds should be available on the days as outlined in Article 11.01(a) and shall provide to the Teacher at the Teacher's school a statement of payment.

(c) A teacher shall be paid a salary in proportion that the total number of school days for which duties are performed in the school year bears to the total number of school days in the school year.

11.02 Notwithstanding the above, a teacher who is retiring and teaches full-time exactly for one semester or one-half year, whichever is less, shall be paid exactly fifty per cent (50%) of the Teacher's annual salary rate and shall be credited with exactly .5 of a year for salary and pension purposes.

**ARTICLE 12 - TRAVEL ALLOWANCE**

12.01 The Board recognizes the hardship that a transfer over long distances may cause for some teachers and will endeavour to limit such transfers or placements if possible.

12.02 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 13 - EMPLOYEE**

13.01 (a) The Board agrees to continue the respective benefit plans (former Hamilton Board of Education and former Wentworth Board of Education) for all Members of the Bargaining Unit from September 1, 1998 until April 30, 1999.

(b) Effective May 1, 1999, the Board agrees to administer the plan for benefits as set out below including the execution of appropriate payroll deductions for the teacher's share in premiums for those teachers who elect to participate in the coverages identified in Article 13.02 (a).

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

Seni-Private Hospital Care

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

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

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

Basic Dental Plan

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

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

- (b) **Extended Health, Dental and Semi-Private Hospital Care Plans shall include children under twenty-five (25) years of age in full-time attendance at a school, college or university.**
  - (c) **The Board shall contribute one hundred per cent (100%) of the premium cost for the benefit plans outlined in 13.02 (a) and (b).**
  - (d) (i) **Effective May 1, 1999, the Board shall pay one hundred per cent (100%) of the premiums for the Basic Group Life Insurance Plan for a flat amount of \$50,000 for each member of the Bargaining Unit. Participation in the Basic Group Life Insurance shall be a condition of employment.**
  - (ii) **Optional Group Life Insurance will be available in multiples of \$25,000 to a combined maximum (basic and optional) of \$200,000. The teacher shall pay the full premium cost of the amount of optional group life insurance through payroll deduction.**
  - (iii) **A teacher must in writing, subscribe for and authorize payroll deductions for Optional Group Life Insurance within thirty-one (31) days of the plan being offered.**
  - (iv) **A teacher not subscribing for the Optional Group Life Insurance within the thirty-one (31) day 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, effective May 1, 1999 the full premium cost for Optional Dependent's Group Life Insurance - \$25,000 for the spouse; \$10,000 for each dependent child.**
- 13.03 **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.**
- 13.04 **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.**

- 13 OS (a) (i) Effective May 1, 1999 the Board shall contribute one hundred per cent (100%) of the premium cost for full time teachers based on the current ODA rate schedule minus one year of the Dental Plan (covered services - Basic Services, Endodontics and 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). Newly hired teachers and teachers returning from leave shall be enrolled in the Plan effective the first of the month coinciding with or next following the date of employment. A teacher may elect, in writing, not to be enrolled under the Plan.
- (ii) Recall visits shall be once every nine (9) months under the Basic Plan.
- (b) Effective May 1, 1999, the Board will contribute fifty per cent (50%) of the premium cost for Major Restorative Benefits for each full-time teacher. The Board's premium contribution for a part-time teacher shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment, with the teacher contributing the remainder through payroll deductions. The plan will reimburse a claimant seventy-five per cent (75%) of the cost of the insured services (based on the current ODA fee schedule minus one year) with benefits limited to \$2,000 per person per year. The individual teacher shall pay the remainder of the premium cost through payroll deduction.
- (c) Effective May 1, 1999, the Board will contribute fifty per cent (50%) of the premium cost for Orthodontic Services for each full-time teacher. The Board's premium contribution for a part-time 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 fifty per cent (50%) of the cost of the insured services (based on the current ODA fee schedule minus one year) with benefits limited to a lifetime maximum of \$2,000 per person. Coverage shall include the teacher and each eligible dependent.
- (d) Coverage under the Dental Plan plus Major Restorative and Orthodontic benefits shall be mandatory for all teachers who are presently enrolled unless a teacher elects in writing not to be covered under the Dental Plan
- (e) The Board shall offer an open enrolment period of thirty (30) days for new subscribers to elect such coverage.
- 13 06 (a) Effective May 1, 1999, a teacher who retires before the compulsory retiring age and who receive an immediate pension from the Teachers' Pension Plan shall have the option of retaining coverage at the teacher's own expense under the Dental, Extended Health, and Semi-Private Hospital Care Plans of Article 13 under the following conditions:
- (i) the teacher must elect to retain coverage within thirty-one (31) days of

- (ii) retirement date; **otherwise** coverage shall be cancelled;
  - (iii) 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;
  - (iv) coverage shall remain in effect until age sixty-five **(65)** if a teacher so elects;
  - (v) **the** teacher shall pay to **the** Board in advance the full annual premium cost of the coverage; otherwise the coverage shall be cancelled;
  - (v) **the benefits** under the Extended Health Plan for a retiree shall be limited to **\$ 15,000** during the entire period of **the** teacher's coverage.
- (b) Effective May 1, 1999, a teacher who retires before the compulsory retirement age and who receives an immediate pension from the Teachers' Pension plan shall have the option of retaining a **\$50,000 Life Insurance** policy until the age of **sixty-five (65)**. The teacher who so elects shall pay the full amount of the premium, annually in advance, otherwise the teacher's coverage shall be cancelled.

- 13.07** Effective May 1, 1999, a spouse of a deceased teacher may have the option of retaining benefit coverage at the spouse's own cost under the Semi-Private Hospital Care, Extended Health and Dental Plans under the following **conditions**:
- (a) the spouse must elect to retain coverage within thirty-one **(31)** days of the date of death of the deceased teacher;
  - (b) if the spouse withdraws **from** coverage at any time the spouse shall be ineligible to **re-enroll** in coverage;
  - (c) coverage shall remain in effect for a maximum of two **(2)** years from the date of death of the deceased teacher. Coverage shall be cancelled the **first** day of the month following the spouse's **sixty-fifth (65th)** birthday;
  - (d) the spouse shall pay to the Board in advance the full annual premium cost of the coverage; otherwise the coverage shall be cancelled;

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

- 13.08** The Board shall provide **to** the Union a copy of the **master** policy for each of the employee benefit plans.
- 13.09** (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.
- (b) It is agreed **that the Board's** sole responsibility under the Plan is to **provide** for the following:
- (i) to **deduct** the monthly payroll deductions **and** to record and remit such **payments** to the **insurance carrier(s)**.
  - (ii) to provide new teachers with a package of material on the long term disability plan at the **time** of sign-up.

- (iii) to provide the District with information on members who have been absent for more than twenty (20) consecutive days.
  - (iv) to supply a claims kits to members who are eligible to apply for long term disability and to fill out the Board's portion on the form.
- 13.10 It is understood by the parties that the benefits provided to OSSTF District 2 teachers after May 1, 1999 will not be less than those provided to city teachers prior to May 1, 1999
- 13.11 The EI rebate shall accrue to the credit of the Board.

**ARTICLE 14 - EMPLOYMENT INSURANCE**

14.01 The parties agree that for the sole and exclusive 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 school day they are employed. Part-time teachers shall be deemed to have worked hours per day that are prorated accordingly.

**ARTICLE 15 - STAFFING (EFFECTIVE SEPTEMBER 1, 1999)**

- 15.01 Subject to Appendix "B" there will be one Learning Resource Teacher allocated for every 625 FTE students projected for the system.
- 15.02 Subject to Appendix "B" each Secondary School shall be staffed with the following teachers:
- (a) one Teacher-Librarian
  - (b) the equivalent of one Guidance Counselors for every 375 FTE students
  - (c) a minimum of one Learning Resource Teacher from the number generated to the system by Article 17.01
  - (d) one line for every 18 students enrolled in co-op
- 15.03 The maximum Pupil Teacher Contacts for the year determined on October 31 and March 31 shall be as follows:

Subject Area	P.T.C.
General Level Science, Math, History	
Geography, French	153
English, including OAC	153
Science Advanced	168
Other Advanced	180
Other General	162
Technical Studies (Auto, Wood, Machine)	135
Open	153
Industrial Arts/Electrical	141
Drafting/Communications/Family Studies (labs)	147



Basic Level	110
Vocational	120
OAC's (except English)	168
Physical Education	168
ESL	135

NOTE: Given the expected changes to be brought about by Secondary School Reform, the term General will be replaced by Applied, the term Advanced will be replaced by Academic.

- 15.04 The semestered P.T.C. shall not exceed 55% of the maximum P.T.C. in one semester and 45% in the other using the enrolment figures as of October 31 and March 31.
- 15.05 The maximum P.T.C. shall be calculated proportionately to the number of classes taught and to the number taught in each subject area.
- 15.06 When calculating the maximum allowed P.T.C.'s for a teacher teaching a class which contains more than one course, the allowed P.T.C. for that class shall be an average of applicable maximums for the courses being taught.
- 15.07 The Principal shall endeavour to keep the number of multi/bi-levelled/stacked classes to a minimum.
- 15.08 In special circumstances, the Superintendent responsible for Secondary Staffing, in consultation with the District President, OSSTF, District 21, may assign a teacher up to five per cent (5%) in excess of the foregoing P.T.C. figures.
- 15.09 In a Composite school, no teacher, unless he/she agrees, shall have more than one Basic Level class with more than 20 students among the classes assigned to that teacher.
- 15.10 Special Education congregated classes will be staffed in the proportions determined by the Regulations.
- 15.11 The average class size for secondary schools, in the aggregate, shall be in accordance with the Education Act and Regulations.

#### **ARTICLE 16 - ASSIGNED AND SUPERVISORY TIME**

- 16.01 A teacher's duties shall consist of 1250 minutes of assigned instructional time, 200 minutes of preparation time and up to 90 minutes of supervision time per every five (5) instructional days on average over the school year.
- 16.02 As part of the 1250 minutes a full-time teacher shall be assigned three classes or equivalent time periods per day. No teacher shall be assigned, as part of the three assigned classes per semester, office administration duties.

- 16.03 The balance of the 1250 minutes will consist of:
- (a) scheduled student evaluation & assessment (invigilation of exams/tests & co-op monitoring)
  - (b) scheduled on-call classroom instruction (including special education or remedial classes) to replace absent teachers
  - (c) teacher advisory group
  - (d) resource centre (library) or computer-lab support
  - (e) and other instructional duties as assigned by the Principal in accordance with the Education Act as amended by Bill 63.
- 16.04 No duties shall be assigned during a teacher's 200 minutes per week preparation time.
- 16.05 Instructional duties as a part-time teacher shall be pro-rated in the same ratio that the part-time bears to a full-time assignment.
- 16.06 Each teacher shall be entitled to a scheduled interval between classes for a lunch-break of not less than forty (40) consecutive minutes.
- 16.07 The Principal will make every reasonable effort to provide an equitable distribution of assigned duties to all teachers.
- 16.08 No teacher shall be required to perform duties as assigned in sub-section 16.03 for a full period without prior consent of the teacher. The principal will endeavour, wherever possible, not to assign the duties in Subsection 16.03 on consecutive days to a teacher.
- 16.09 No teacher shall be required to perform supervision as assigned in Subsection 16.01 on any day the teacher is assigned and performs instructional duties as per Subsection 16.03 (exclusive of TAG).
- 16.10 No teacher shall be required to perform more than 30 "on calls" per semester unless the Principal can demonstrate there is a need to do so in order to meet program needs.

**ARTICLE 17 - SURPLUS & REDUNDANCY**

**17.01 Staffing Needs**

A Secondary Staffing Committee shall be established by January 15 and maintained from year to year to provide advice to the Superintendent in charge of Secondary Staffing on the staffing requirements of the secondary system.

**17.02 The Committee shall be comprised of the following:**

- (a) The President or designate of the Bargaining Unit
- (b) The Chief Negotiator or designate of the Bargaining Unit
- (c) Two Principals selected by the Superintendent in charge of secondary staffing
- (d) The Superintendent responsible for secondary staffing

- t7.03 By March 1 st, the Superintendent responsible for secondary **staffing**, in consultation with the **Committee** shall review the **enrollment** projection data to **estimate** the **total** complement of secondary system teaching **staff** for the following school year, This estimated complement of secondary **system** teaching **staff** will ensure that there will be an aggregate average class size across the system of **22:1** in accordance with **section 170.1 (2) of the Education Act** and according to the Collective Agreement.
- 17.04 **Redundancy List**  
The Superintendent responsible for secondary **staffing** shall establish a list of Teachers "redundant to **system** requirements". A redundancy list shall be created by removing the number of Teachers necessary to equal the **total** system **reduction**, from the bottom of the Seniority List. The Superintendent responsible for Secondary **staffing** shall advise the Principal that **these** Teachers are **not** available for assignment in the next year.
- 17.05 The teacher declared redundant shall be **recognized** as a competent Teacher and shall be given a letter of recommendation **to this effect** by the Board no **later than** March 31. Such Letter will indicate the reason why the teacher is redundant and **that the** Teacher will be given the rights **outlined** below **re:** Recall List, Severance, Continuing Education and Occasional Teaching Opportunities.
- t7.06 In **consultation with the** Committee, the Superintendent responsible for secondary **staffing** will **make** the necessary **adjustments** to the **total complement** of secondary system teaching staff in response to **shifts** in the projected **enrollment**.
- t7.07 The Superintendent responsible for secondary **staffing**, in consultation with the Committee shall allocate the number of teachers **to** the schools.
- t7.08 By June 1 and January 1, the Superintendent responsible for secondary staffing of the Board in consultation with the President of District 21, or designate, shall endeavour to **complete:**
- appointments to known vacant Positions of Added Responsibility,
  - placement of Teachers returning from leave of absence,
  - **transfers.**
- The President of District 21 or designate shall act in a consultative role only; the final decision shall rest with Board **Officials**.
- 17.09 **Seniority List**  
For all teachers who were employed by the former Hamilton or Wentworth Boards of Education additional **seniority** from January 1, 1998 on, and for all teachers hired on or after January 1, 1998, seniority, shall be determined by
- (a) continuous secondary service with the Hamilton-Wentworth District Board of Education including long term occasional experience with the Hamilton-Wentworth District School Board accrued on and after January 1, 1998.
    - (i) all approved leaves of absence, including layoff with recall rights, shall not

be considered an interruption of continuous service. Seniority shall continue to accrue during any and all leaves of absence except unpaid personal or general leaves.

- (ii) seniority shall accrue on a full-time basis regardless of the length of the teaching assignment.

and where seniority as calculated by continuous service with the employer within the secondary panel is equal, the criteria as listed below shall be used to determine which teacher has the greatest seniority:

- (b) with the greatest amount of other teaching experience in either panel in the former Wentworth County Board of Education or the former Hamilton Board of Education or the Hamilton Wentworth District School Board shall be considered to have the greatest seniority.

and where seniority as calculated in (a) and (b) is equal the teacher

- (c) with the greatest other secondary teaching experience with school boards in Ontario shall be considered to have the greatest seniority.

and where seniority as calculated in (a), (b), (c) is equal the teacher

- (d) with the greatest elementary teaching experience with school boards in Ontario shall be considered to have the greatest seniority.

and where seniority as calculated in (a), (b), (c), and (d) is equal, the teacher

- (e) with the greatest out of province teaching experience shall be considered to have the greatest seniority.

and where seniority as calculated in (a), (b), (c), (d) and (e) is equal, the teacher

- (f) with the earliest documented acceptance of a teaching position with the former Wentworth or Hamilton Boards of Education or the Hamilton Wentworth District Board of Education, shall be considered to have the greatest seniority.

Should there be teachers with equal seniority after the criteria above is applied, final position on the seniority list shall be determined by lottery

**17 10 School Needs Identification Committee**

Each secondary school shall form a School Needs Identification Committee to consist of the following.

- (a) the Principal
- (b) the Vice-Principal(s)
- (c) Department Heads
- (d) Branch President

NOTE: The Superintendent responsible for secondary staff and the President of District 2 I. or designate(s). shall attend the meetings as necessary

17 11 This Committee shall meet for the purpose of identifying the positions required to satisfy the program needs of the school prior to the completion of Article 17.08. The Committee in its deliberations, shall consider such factors as: the courses and number of sections to

be offered, the number of teachers required by course and Department, and the proposed assignment of teachers to Departments on the basis of qualifications and seniority. Department Heads are exempt from being declared surplus to the needs of the school. The purpose of this committee is to help provide information necessary for the placement of teachers in Article 17.08, as well as monitoring Article 16 (1 250 minutes). The Committee shall act in a consultative basis only; the final decision shall rest with the Principal.

**17.12 Surplus Teachers**

A surplus teacher is defined as a teacher who is determined to be surplus to the staffing requirements of a particular school, and, as a result, is available for placement to another school staff in the system.

**17.13** Teachers who are declared surplus to their school will be notified of that fact no later than May 1st. They shall be placed in available positions in other schools for which they are qualified prior to placement of teachers new to the Board, with the most senior teachers being offered their choice of positions first.

**17.14** A teacher who is surplus to a school shall have the right, on the basis of seniority, to replace the teacher with the least seniority in the teacher's area(s) of qualification in any secondary school operated by the Board.

**17.15** A surplus teacher who cannot be transferred to a full timetable in one work site shall be assigned, wherever possible, to a full timetable, which is split between two work sites.

**17.16** A teacher who is assigned a split timetable and who is required to travel between two work sites in the same day will be paid mileage reimbursement in accordance with Board policy.

**17.17 Redundant Teachers**

A redundant teacher is defined as a teacher who is determined to be redundant to the staffing requirements of the system.

**17.18** On September 1 all redundant teachers shall be identified as being on the Recall List. The Board will notify the Bargaining Unit of the names of those teachers identified as being on the Recall List.

**17.19** Before hiring from outside the Hamilton-Wentworth system or effecting transfers from another panel the Board shall offer vacant (caching positions in its schools to qualified teachers on the Recall List on the basis of seniority.

**17.20** Any teacher who has been terminated in accordance with the provisions of seniority, surplus and redundancy procedures of this agreement shall be eligible for recall for a

period of two years from the effective date of termination and shall accrue seniority for that period of time the teacher remains on the Recall List.

- 17.21 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.
- 17.22 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,
- 17.23 A teacher who accepts a position in accordance with this Article shall be reinstated with full rights (advancement on the grid, subject to Article 10.06) and benefits unless specifically modified by this Agreement,
- 17.24 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 Bargaining Unit.
- 17.25 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.
- 17.26 (a) A teacher on the recall list shall be offered a position in Summer School and Evening School for which they are qualified.  
(b) A teacher on the recall list shall be given the opportunity to apply for placement on the secondary occasional teacher's list for the Hamilton-Wentworth District School Board
- 17.27 A teacher shall forfeit the teacher's right of recall if the teacher:  
(a) declines a written offer from an official of the Board of an appointment to a vacant position;  
(b) does not reply within ten (10) working days of an offer of employment sent by registered mail to the teacher's last known address;  
(c) accepts an appointment to a regular teaching position elsewhere; or  
(d) elects to receive a severance allowance.
- 17.28 **Severance Pay**  
(a) Severance Pay entitlement shall apply to teachers who have successfully completed the probationary period. The amount of severance allowance shall be 10% of annual salary for each year up to a maximum of 20% of annual salary. The amount of severance allowance shall be based on the annual salary the teacher was earning on the date the teacher's contract was terminated.

- (b) A teacher on an unpaid leave of absence who is declared redundant 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 commencement of the **leave**.
  - (c) A teacher must notify the Board in writing within eight (8) weeks following the date of **termination of contract** 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.
- 17.29 If a **teacher** declines an offer of employment under the provisions of Article 17, the Board shall have no **further** obligation to that teacher under this Agreement. A teacher who declines supply or occasional teaching assignments or credit courses outside the regular day school program shall not prejudice the teacher's recall rights under this Agreement.

#### **ARTICLE 18 - TRANSFERS**

##### **18.01 Voluntary Transfers**

Teachers may request to be transferred from one school to **another**. Application forms for voluntary transfer shall be made available to all Teachers early in **the** school year.

18.02 A teacher requesting a voluntary transfer shall request the transfer in writing no **later** than April **1st** for semester one (1) and November **1st** for semester two (2).

18.03 All such requests shall remain on file with the Superintendent for one school year.

18.04 Requests for voluntary transfer which can **be** accommodated shall be used first to **fulfill** the requirements of **Article 15 (Staffing)**. In order to facilitate voluntary **transfer**, a Teacher who is transferred to replace a Teacher on leave for only one year will remain the responsibility of the originating school.

18.05 A Teacher whose request for transfer cannot be effected shall be informed as soon **as** possible. A teacher may request and receive an explanation as to why this transfer request was not acted upon.

##### **18.06 Reciprocal Transfers**

A reciprocal transfer involving a member(s) of the Bargaining Unit and a **member(s)** of **another** Bargaining Unit may occur under the following conditions:

- (a) The **member** of the Bargaining Unit agrees in writing to participate in a reciprocal transfer,
- (b) The transfer shall **be** for a period **not** to exceed **two** years,
- (c) A member of the Bargaining Unit on reciprocal transfer shall be subject to all the provisions of the Collective Agreement governing the Bargaining Unit of which **the**

teacher is a member, except the teacher shall be subject to the working conditions of the panel to which assigned.

#### 18.07 Job Exchange

- (a) The Board shall provide the opportunity to permanent teachers to participate in a "job exchange" program in accordance with the terms and conditions of this article.
- (b) Two permanent teachers may be temporarily exchanged, subject to the agreement of the Superintendent responsible for Secondary Staffing. At the end of the exchange the teachers will return to their previous positions, subject to Article 17 (Surplus and Redundancy).
- (c) Teachers participating in job exchange shall be paid the salary for the exchange assignment. If the exchange assignment is less than full-time, the salary and benefits shall be prorated in the same proportion that the part-time assignment is to a full-time assignment.

### ARTICLE 19 - PROGRAMME CONSOLIDATION AND SCHOOL CLOSURE

- 19.01 No teacher shall, by reason of school closure or programme consolidation be deprived of the teacher's rights to placement in a position elsewhere in the system according to seniority and Article 17.
- 19.02 Wherever possible, the Board will use transfers to place teachers of programmes to be consolidated or from schools to be closed.
- 19.03 A teacher holding a position of responsibility in a school or programme which has been closed, shall be transferred to a comparable vacant position elsewhere, if available, in the system.
- 19.04 Where there is no comparable vacant position as indicated in the above clause, a teacher holding a position of responsibility in a school or programme which has been closed shall be transferred to replace the most junior teacher holding a comparable position in the same subject discipline or area of responsibility elsewhere in the system.

### ARTICLE 20 - POSTINGS

- 20.01 (a) If a teaching position becomes vacant or a new position is created after the beginning of the school year, the Board will first consider transfer requests on file to fill the position as soon as possible. The teaching position vacated by the transferred teacher will be posted, to take effect at the beginning of the next semester. For the remainder of the current semester, that position will be filled by an administrative placement.
- (b) If there are no transfer requests on file, the teaching position will be posted to take effect the next semester, and the position will be filled by an administrative placement for the remainder of the current semester.



- 20.02 If a vacancy occurs in a position of responsibility listed in Article 10, the position shall be posted in each school and Ed. Centre at least **five (5)** days prior to the stated deadline of application. *Any change in the stated application period shall be made by mutual consent of the parties.*

#### **ARTICLE 21 - TERM APPOINTMENTS**

- 21.01 As of **September 1, 1998**, a teacher appointed to any of the following positions shall be on a term basis, renewable as indicated:
- (a) Consultant • for a term of one (1) year. **renewable** for a further period at the mutual consent of the teacher and the Board.
  - (b) Special Assignment Teacher • normally for a period of up to ten months, but this **term** may be extended by mutual consent of the teacher and the Board.
- 21.02 A Teacher whose term appointment is expiring shall be informed by the Board of the teacher's new assignment at least one month prior to the expiration of the appointment,
- 21.03 Upon completion of a term appointment, the Superintendent responsible for **secondary staffing** shall return to the teacher to the teacher's former position or its equivalent,
- 21.04 Notwithstanding anything in this Article, the Board may, through appointment, **fill** a position temporarily in the most convenient manner where the vacancy in a position of responsibility is to last for a period of less than one complete semester. Any allowances payable shall be effective from the date of temporary appointment.

#### **ARTICLE 22 - ACTING VICE-PRINCIPAL**

- 22.01 (a) A teacher may be temporarily appointed to the position of Acting Vice-Principal to replace an absent Vice-Principal for a period of one year less a day 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.
- (b) A teacher may be temporarily appointed to the position of Acting Vice-Principal to fill a vacancy which is known prior to a board approved school closure or for emergency reasons for a period of one year less a day 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.
- 22.02 Notwithstanding Article 22.01, the teacher will continue to be subject to all terms and conditions of the **Collective Agreement** excluding working conditions but including **dues** deductions.
- 22.03 Nothing in this Article prevents the teacher from resuming the teacher's position within the bargaining unit **subject** to ten (10) working days **written** notice to the **Director** or designate.

- 22.04 The teacher appointed to the position of Acting Vice-Principal shall be paid at the minimum salary rate for a Vice-Principal.
- 22.05 The teacher who has been temporarily appointed to the position of Acting Vice-Principal shall be replaced by an Occasional Teacher. At the end of the assignment the teacher shall return to the teacher's former position or equivalent.
- 22.06 A teacher who has been temporarily appointed to the position of Acting Vice-Principal shall not participate in either performance evaluation under Article 17 or disciplinary action under Article 24.
- 22.07 Notwithstanding Article 23.03 above, in the event of a labour dispute, between the Board and the bargaining unit, the teacher will return forthwith to the bargaining unit.

**ARTICLE 23 - NEW POSITIONS**

- 23.01 If the Board creates a new position to be filled by a member of OSSTF, either by reclassification or the use of terminology or nomenclature not presently in the Agreement, the Board and the Bargaining Unit shall meet forthwith to negotiate the salary, allowance and other terms of employment.

**ARTICLE 24 - EVALUATION OF JOB PERFORMANCE**

- 24.01 **Evaluation for Competence and Contract Maintenance**  
"Evaluation" shall mean an assessment of a teacher's work by an Academic Supervisory Officer of the Board, a Principal or a Vice-Principal for the purpose of determining the quality of job performance.
- 24.02 Any criteria established by the Board for evaluation of teachers or modifications to existing procedures shall be developed in consultation with the Bargaining Unit.
- 24.03 An Evaluation Report shall be made in writing and signed by the evaluator, with a copy to the teacher. Evaluation shall take into account the teacher's area(s) of specialization and assignments and normally shall be made upon reasonable prior notice to the teacher. Consideration shall be given to a representative variety of classes or teaching situations, or, in the case of a teacher whose position does not entail classroom teaching, a representative range of duties and responsibilities.
- 24.04 The Evaluation Report shall be made available to the teacher at the earliest possible opportunity, but not later than five (5) working days from the date of the visit or evaluation.
- 24.05 The teacher shall be given an opportunity to initial or sign the Evaluation Report and to place comments on the form or append comments to the form. This opportunity shall occur before any person other than that teacher and the evaluator sees the Evaluation Report. Initials or signature indicate only that the teacher has read the Evaluation Report.

- 24.06 At the request of either party, a meeting shall be held to discuss the **evaluation**. At such a meeting, the **teacher** is entitled to be accompanied by a representative of the Bargaining Unit.
- 24.07 An Evaluation Report which **states** that the teacher's performance is unsatisfactory shall outline **the** reasons and specific recommendations for improvements necessary to achieve **the** satisfactory **performance**. **Under** such circumstances, a subsequent evaluation shall be made on these specific **recommendations after** a reasonable **time** for improvement. Reasonable time means not less than one month. Such **evaluation** is **subject to all the** foregoing procedures.
- 24.08 If the subsequent evaluation report **states** that the teacher's **performance** is still unsatisfactory, the teacher shall, upon request, have **the** right to an evaluation by another evaluator who shall **be determined by the** Board. Such evaluation is subject to all the foregoing procedures.
- 24.09 When a teacher whose performance has been evaluated according to these procedures has not achieved **satisfactory performance after** a reasonable time, the Superintendent may recommend **termination** of contract to the Board. Notice of termination shall be by registered letter, with a copy to the Bargaining Unit.
- 24.10 Notwithstanding the provisions herein, the Board shall retain the right provided in legislation to terminate **the** employment of a probationary teacher.
- 24.11 Probationary teachers shall be subject **to** the same **criteria** and procedures as permanent teachers.
- 24.12 **Evaluation of Job Performance for Professional Development**  
The Board shall develop, in consultation with **the Bargaining Unit**, criteria and procedures for the purpose of **evaluating teacher** performance with a view to improving the quality of instruction in the system.
- 24.13 The implementation of any procedure under this Article shall be **entirely** separate from procedures for the evaluation of job **performance for competence** and contract maintenance.
- 24.14 **Teacher Files**  
A teacher shall **have** access to examine the teacher's personnel and evaluation files upon prior **arrangement with the Human Resources Department or the Principal**.
- 24.15 Upon request a teacher shall receive a copy of any material contained in such files
- 24.16 **The** teacher shall have **the** right to contest in writing **the** accuracy of such **information** and **have the** same recorded in the **teacher's file**.

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

24.18 **Just Cause**

The Board shall not discipline, without just cause, a teacher by means of:

- (a) a written reprimand,
- (b) demotion from a position of added responsibility,
- (c) suspension with or without pay,
- (d) termination of contract.

**NOTE:** It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of a probationary teacher.

24.19 It is understood that formal disciplinary action under 29.18 (b) (c)(d) shall be taken by the Board through an appropriate Supervisory Officer of the Board.

24.20 A teacher shall be accompanied by a representative of the Bargaining Unit at any disciplinary meeting that may be called by Management to which the teacher is invited. The representative of the Bargaining Unit may represent the teacher subject to the teacher's approval.

24.21 Each teacher shall be provided in writing with all derogatory notations or disciplinary action which is placed in the teacher's file. Any comments or rebuttal the teacher wishes to make pursuant to any derogatory or disciplinary action shall be inserted in the file.

**ARTICLE 25 - CONTINUING EDUCATION**

25.01 **Summer School and Evening School Staff**

Certified teachers employed to teach credit courses in the summer school program of the Board shall be designated as the Summer School Staff.

25.02 Certified teachers employed to teach credit courses in the evening school program of the Board shall be designated as the Evening School Staff.

25.03 **Certified Teacher**

A "Certified Teacher" means a teacher who is registered with the Ontario College of Teachers and:

- (a) who holds a valid certificate of qualification as a teacher in a secondary school in Ontario, or
- (b) who holds a Letter of Eligibility granted by the Minister under the Education Act, or
- (c) in respect of whom the Minister has granted a Letter of Permission under the Education Act.

**25.04 Job Opportunity Notice**

The Board shall post a notice by April 1, in each secondary school and the Education Centre inviting applications from members of the bargaining unit to teach credit courses in the summer school program.

**25.05** The Board shall post a notice by June 1, in each secondary school and the Education Centre inviting applications from members of the bargaining unit to teach credit courses in the evening school program for the ensuing school year.

**25.06 Appointment to Summer and Evening School Staffs**

When hiring certified teachers to teach credit courses in the summer and evening school programs, the Board shall give preference to application for employment, in the following order:

- (a) to members of the Bargaining Unit under the terms of Article 17.
- (b) to members of the Bargaining Unit having recall rights under the terms of Article 17.
- (c) to members of the Bargaining Unit employed in the preceding school year in the Board's summer and evening school programs respectively in accordance with qualifications and seniority,
- (d) to other members of the Bargaining Unit and to members of the Occasional Teachers' Unit.
- (e) to other persons

**25.07** All members of the Summer and Evening School Staffs shall be appointed on a Sessional (Form 3) contract or equivalent.

NOTE: Teachers will continue to be paid their respective rates of pay (former Hamilton Board of Education and former Wentworth County Board of Education) for summer and evening school until June 30, 1999. Effective July 1, 1999 all teachers in the summer and evening school programmes will be paid in accordance with Articles 25.07 and 25.08.

**Rates of Pay - Summer School**

Teaching staff of Summer School shall be paid as follows:

- (a) Teachers - New Credit Course - \$3,710
- (b) Teachers - Remedial Course - 1 Course - \$1,855
- (c) Teachers - Remedial Course - 2 Courses - \$3,710
- (d) The above rates of pay shall be pro-rated if the teacher is employed for less than the full summer school period.

**25.08 Rates of Pay - Evening School**

- Certificated Teachers of Credit Courses - \$33.71/hr.
- Supervisors of Evening Schools (September 1/98 to June 30, 1999) - \$4,565

**NOTE:** In addition to the above stated rates Continuing Education teachers shall receive 4% vacation pay.

25.09 A teacher shall receive a special allowance, over and above the regular rate of pay, equal to one half (1/2) hour's pay for each evening taught while the registered class enrollment is twenty-five or more students. If the registered class enrollment drops below twenty-five (25) students the special allowance shall be deleted. Registered class enrollments shall be monitored on a regular basis by the Supervisor of Evening School and the Principal of Continuing Education.

25.10 Effective July 1, 1999, the positions of Co-Principals of Summer School and Supervisors of Evening School will be replaced by Administrators.

25.11 **Continuing Education Fees and Levy Deduction**

The Board shall deduct Federation Fees from each pay from all members of the Evening School and Summer School Staffs in accordance with Article 5.02.

25.12 The Board shall deduct from the salary of each member of the Summer School and Evening School Staffs the Bargaining Unit District levy in accordance with Article 5.03.

25.13 The Union agrees to indemnify and save the Board harmless from any claims, suits, attachments, or any form of liability as a result of fee or levy deductions.

25.14 In addition to Article 25, the other Articles of the Collective Agreement which apply to Continuing Education teachers shall be:

- Article 1 • Recognition
- Article 2 • Purpose
- Article 3 • Duration, Renewal and Continuance
- Article 4 • Management Rights
- Article 8 • Pregnancy/Parental
- Article 26 • Grievance Procedure

**ARTICLE 26 - GRIEVANCE PROCEDURE**

26.01 **Definitions**

- (a) "Grievance" shall mean a difference arising from the interpretation, application, administration or alleged violation of the agreement
- (b) "Party" shall be defined as:
  - (i) The Bargaining Unit
  - (ii) The Board
- (c) "Day" shall be deemed to exclude Saturdays, Sundays, Statutory Holidays, Christmas Break, the Mid-Winter Break, and Summer Holidays.
- (d) Notwithstanding the above, a grievor may elect to commence or proceed with a grievance during the summer holidays by giving written notice to the respondent

party to that effect, prior to June 30. The provision for timelines shall be contingent upon availability of supervisory officers and other management personnel

(c) "Grievor" shall mean -

- (i) an individual employee, or
- (ii) a group of employees having the same grievance, or
- (iii) the Bargaining Unit acting on its own behalf
- (iv) the Bargaining Unit acting on behalf of a deceased or retired member.
- (v) the Board acting on its behalf.

**26.02 Grievance Procedure**

The Board and the Bargaining Unit agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the means under this collective agreement to be utilized by the grievor for the prompt disposition, decision, and final settlement of a grievance, and the specifically designated procedure shall be followed. Wherever the term grievance procedure is used, it shall be considered as including the arbitration procedure.

**26.03** A member shall have present a representative from OSSTF to assist the Member at any stage of this grievance and arbitration procedure.

**26.04** The time limits and other procedural requirements set out in this Article are mandatory and not merely directory; therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance.

**26.05** Notwithstanding Article 26.04 above, time restrictions may be extended if mutually agreed to in writing.

**26.06 Informal Stage**

The Bargaining Unit, or a Member, with the concurrence of the Bargaining Unit, may initiate a complaint with the immediate supervisor, who shall respond to the complaint within five (5) days of the receipt of the complaint.

**26.07** If the immediate supervisor does not settle the matter to the grievor satisfaction within five (5) days, the grievor's written grievance shall be processed commencing at Step One of the Formal Grievance Procedure.

**26.08 Formal Stage  
Step One (1)**

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Superintendent of Staffing-Secondary or designate. A meeting will be held between the Superintendent, the grievor and a representative of the Bargaining Unit within ten (10) days of the presentation of the grievance to the

Superintendent. The Superintendent shall give the grievor a reply within five (5) days. If the Superintendent's reply is not satisfactory to the grievor, the grievor may proceed to Step 2 within five (5) days of receipt of such answer.

26.09 The grievance shall contain:

- (a) a description of how the alleged dispute is in violation of the Agreement, and
- (b) the clauses in the Collective Agreement alleged to be violated, and
- (c) the remedy sought, and
- (d) the signature of the duly authorized official of the Bargaining Unit

26.10 **Step Two (2)**

At this step the written grievance shall be referred to the Director of Education or the Director's designate within the aforesaid five (5) days of receipt of the written decision at Step One, but not thereafter. A meeting shall be held within five (5) days between the Director of Education or designate and the representative of the Bargaining Unit together with the grievor. The Director shall respond to the grievance within five (5) days of such meeting. If the written reply is not satisfactory to the representative of the Bargaining Unit and the grievor, then the next step of the grievance procedure must be taken within twenty (20) days of the receipt of the written decision, but not thereafter.

26.11 **Step Three (3)**

If the reply of the Board is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

26.12 **Grievance Mediation**

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.

26.13 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

26.14 **Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the



appointment of the second of them, appoint a third person who shall be the Chairperson, If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Labour Relations Board upon the request of either party.

- 26.15 The Board of Arbitration shall not be **authorized** to add, delete, modify or otherwise amend the provisions of this **Agreement**, nor make any decision inconsistent with the provisions of this Agreement, nor adjudicate any matter nor specifically assigned to it by the notice to arbitration in Step No. 3 of Article 26.11. It is understood and agreed that in adjudicating a discharge or discipline grievance, an Arbitration Board may substitute such other penalty for the discharge or discipline as the Arbitration Board deems just and reasonable.
- 26.16 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.
- 26.17 (a) A Teacher whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Teacher had been at work and such attendance shall be without loss of benefits, sick leave, seniority or any other rights and **benefits** that might otherwise accrue to the Teacher. The Teacher shall not be paid for any **day** that does not fall within the Teacher's regular work period.
- (b) A Teacher who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.
- 26.18 There shall be no discrimination against a Teacher because of the the Teacher's participation in the grievance and arbitration procedure.

**Bargaining Unit's Policy Grievance or Group Grievance or Board Grievance**

26.19 **Informal Stage**

If a complaint arises between the Board and the Bargaining Unit under this Agreement, **representatives** of the Board as **designated** by the Superintendent responsible for **secondary staff and** representatives of the Bargaining Unit as **designated** by its President shall first discuss the **matter** in an endeavour to resolve the complaint. Such a meeting shall take place within ten (10) days from the time the circumstances upon which the complaint is based **were** known or should have **been** known. If the matter is not settled at the informal stage, the grieving party shall proceed to the formal stage of the grievance procedure.

26.20 **Formal Stage**

If the complaint referred to above has not been satisfactorily resolved, a **Bargaining Unit** policy grievance or group grievance, or a **Board** grievance shall be submitted to the

Board or the Bargaining Unit, as the case may be, in writing by the grievor within twenty (20) days from the time the circumstances upon which the problem is based were known or should have been known. A meeting between the Board and the Bargaining Unit shall be held within ten (10) days of the presentation of the written grievance and shall take place within the framework of Articles 26.08 - 26.11 above. The Board or the Bargaining Unit, as the case may be, shall give its written decision within ten (10) days of such meeting.

26.21 If the decision is unsatisfactory to the grieving party, the grievance must be submitted to arbitration within 20 days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

**ARTICLE 2 - PROBATIONARY PERIOD**

27.01 A newly hired teacher shall serve a probationary period of one (1) year with an extension of the period for absences exceeding twenty (20) teaching days in that year. It is understood that the extension is equal to the number of teaching days absent,

**ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY**

28.01 In accordance with the Occupational Health and Safety Act the Board agrees to carry out its duties and responsibilities to provide a safe and healthful workplace.

28.02 The Board and the Bargaining Unit agree that the Guidelines for the Structure and Function of the School 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.

**APPENDIX "A" - SENIORITY PROVISIONS FOR COMBINING THE SENIORITY  
LISTS OF DISTRICTS 36 AND 8**

In order to combine the existing District **36-Wentworth** seniority list with the existing District &Hamilton seniority list, the following criteria shall be used for the initial placement on the list for all **OSSTF** members who were employed by **either** board on December 31, **1997**.

- (a) Current seniority with either one of the Wentworth Board or **the** Hamilton Board of Education plus:
  - (i) Wentworth teachers who have elementary experience with the Wentworth County Board of Education, continuous with their secondary experience, shall receive full seniority credit for this experience
  - (ii) Hamilton teachers who have secondary experience with the Hamilton Board, and who are currently not receiving seniority credit for this service because **a break** in service occurred, shall receive **full** seniority credit for this experience.
  - (iii) Hamilton teachers on probationary contracts shall have their seniority calculated in the same way as all other teachers.

and where seniority as calculated in (a) is equal, the teacher

- (b) with the greatest amount of other teaching experience in either panel in either the Wentworth County Board of Education or the Hamilton board of Education shall be considered to **have** the greatest seniority.

and where seniority as calculated in (a) and (b) is equal the teacher

- (c) with the greatest other secondary teaching experience shall be considered **to have** the greatest seniority.

and where seniority as calculated in (a), (b), (c) is equal the teacher

- (d) with **the** greatest other elementary teaching experience shall be considered to have the **greatest** seniority

and where seniority as calculated in (a), (b), (c), and (d) is equal, the teacher

- (e) with the earliest documented acceptance of a teaching position with the **Wentworth** or Hamilton Boards of Education shall be considered to have the greatest seniority.

Should there **be teachers** with equal seniority after the criteria above is applied, final position on the seniority list shall be determined by lottery.

**APPENDIX "B" - 1999-2000 COMMITTEE**

The parties agree that a working committee be established to prepare for the consideration of the Salary Committee to address 1999-2000 funding of secondary school staffing.

**Committee Composition:**

Committee to be comprised as follows:

- 3 OSSTF
- 3 Administration
- 1 Trustee - Chairperson

The Trustee representative shall be the chairperson and shall be a non-voting representative on the Committee.

**Determination of Monies Allocated for Secondary Staffing:**

The total monies allocated for secondary staffing in 1999-2000 shall be calculated by determining the sum of the revenue sources listed below referenced with the %'s indicated.

Secondary Foundation Grant:

- 100% Classroom Teacher
- 100% Preparation Time
- 100% Library & Guidance
- 100% Department Head Allowance
- 100% Classroom Consultants

Secondary Qualification & Experience Grant

100%

Secondary Credit Load Funding for 7.2 to 7.5 average:

100%

Secondary Special Education:

64.8%

Secondary Learning Opportunities Grant:

48.7%

Secondary Core French/French Immersion Grant:

68.5%

Secondary ESL Grant:

90.6%

Adult Education Grant:

81%

Secondary Visa Student Revenue:  
60%

The Committee will also consider any new secondary teacher staffing funding announcements from the Ministry of Education and Training and any other possible allocations of monies (excluding textbooks & learning materials, classroom supplies & classroom computers) from 1998/11/01 to the date the final report is to be submitted.

**Committee Mandate:**

- (a) Determine monies to be allocated as per above.
- (b) Calculate the cost of the 1999-2000 secondary teacher compensation package using relevant staff projections, enrolment projections, estimated 1999/10/31 scattergrams and anticipated retirements.
- (c) Identify potential savings in the 1999-2000 secondary teacher compensation package.
- (d) Ensure that the Board will not incur a financial deficit. Any remaining shortfall between monies allocated and compensation cost will be addressed via teacher staff reductions and/or redeployment.
- (e) The foregoing issues will be addressed in a **report** to be submitted to the Salary Committee. The report is advisory in nature, and the Board has the right to determine the action required to address any shortfall between 1999-2000 monies allocated and compensation costs. However, such action will be limited to teacher staff reductions and/or redeployment.

**Reporting Deadline:**

The report is to be submitted to the Salary Committee no later than 1999/04/15.

**APPENDIX "C"**

**COMMITTEE TO REVIEW ALLOWANCES**

The parties agree that a working committee be established to prepare for the consideration of the Salary Committee to address the 1999-2000 funding for Department Heads and Assistant Heads, The Committee shall be comprised of three representatives from administration and three representatives from OSSTF. The mandate of the committee is to ensure that the Board does not incur a financial deficit between monies allocated for Department Heads and Assistant Heads and the funding model. The report is to be submitted to the Salary Committee no later than 1999/04/15.

In addition, this committee shall also be charged with reviewing all other allowances paid to teachers under the former Hamilton and Wentworth County Collective Agreements and to report their findings back to their respective parties.

**APPENDIX "D"**

The parties agree to insert the former Hamilton Board of Education and Wentworth County Board of Education Salary Grids, *Allowances*, Degrees and Diplomas, Employee Benefits, Continuing Education Rates of Pay and Sick Leave **and** Retirement Gratuity Plans

Workload provisions contained in the former Hamilton Board of Education and Wentworth County Board of Education will remain in force during the **1998-99** school year unless otherwise stipulated in this Collective Agreement.

**LETTER OF INTENT - EMPLOYEE ASSISTANCE PROGRAM**

The Board will continue its current practice of providing an Employee Assistance Program for members of the Bargaining Unit.

**COMMITTEE TO REVIEW RETIREMENT GRATUITIES**

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



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD  
AND  
OSSTF, DISTRICT 21**

1. The parties agree that the terms of this Memorandum shall constitute full settlement of all matters in dispute.
2. The undersigned representatives agree to recommend acceptance of the terms of this memorandum of agreement to their respective principals.
3. The term of the Collective Agreement shall be in force from September 1, 1998 up to and including August 31, 2000.
4. All terms and conditions shall be applicable effective September 1, 1998 unless otherwise specified.
5. Any obvious errors or omissions in this document will be corrected in accordance with the negotiations and agreements reached between the parties.

**Dated at Hamilton this 24th day of November, 1998.**

ON BEHALF OF  
OSSTF, DISTRICT 21

ON BEHALF OF  
THE HAMILTON-WENTWORTH  
DISTRICT SCHOOL BOARD

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1. ARTICLES **FROM** THE COLLECTWE  
**AGREEMENT** BETWEEN THE FORMER  
HAMILTON BOARD OF EDUCATION  
AND **DISTRICT 8.**

2. ARTICLES FROM THE COLLECTIVE  
**AGREEMENT BETWEEN** THE FORMER  
**WENTWORTH COUNTY** BOARD OF  
EDUCATION AND **DISTRICT 36.**

FORMER HAMILTON BOARD OF EDUCATION ARTICLES:

**ARTICLE 11 . SECONDARY SCHOOL SALARY GRID**

11.00	YEAR	Category 1	Category 2	Category 3	Category 4
	0	\$30,852	\$32,538	\$35,060	\$37,024
	1	\$32,538	\$34,361	\$37,165	\$39,266
	2	\$34,217	\$36,183	\$39,266	\$41,512
	3	\$35,899	\$38,004	\$41,369	\$43,752
	4	\$37,578	\$39,827	\$43,474	\$46,001
	5	\$39,266	\$41,650	\$45,580	\$48,243
	6	\$40,951	\$43,474	\$47,686	\$50,486
	7	\$42,633	\$45,299	\$49,786	\$52,727
	8	\$44,320	\$47,118	\$51,888	\$54,970
	9	\$46,001	\$48,942	\$53,990	\$57,218
	10	\$47,686	\$50,767	\$56,096	\$59,463
	11	\$51,609	\$54,695	\$61,710	\$65,916

11.06 (a) **Commencing** September 1, 1993, the method of payment for statutory members of regular day school will be changed to **provide 12** equal salary **payments**, two payments in the month of September, **two** payments in the month of June and all **remaining** months, October to May, will have one payment.

(b) The **first** payment in September **will** be payable the first teaching **Friday following Labour Day** and the First payment in June will be payable on the fifteenth (**15th**) of the month. If the fifteenth (**15th**) of the month falls on a Saturday or Sunday, the pay date will be the preceding Friday. **If** the fifteenth (**15th**) of the month falls on 8 Monday, the pay date **will** be on that date

(c) The pay dates for the remaining pays will not be changed and **will** Continue to be the twenty-eighth of each month, except for the month of December. December's payment will be on the last teaching day of the month.

(d) The Board will continue to provide monthly salary **payments** to Branch **Affiliate** members who are employed on a twelve month basis

**ARTICLE 14 . RESPONSIBILITY ALLOWANCES . SECONDARY SCHOOLS**

**Composite** Secondary Schools

14.00 Allowances beyond the regular grid salary shall be paid to teachers in the **following areas:**

(a) Major Head - English, Business **Education**, Technical Education, Guidance, Mathematics, Science, Languages, History, French Immersion (Credit Granting Program), Geography, Physical and Health **Education** (Boys), **Physical** and Health Education (Girls), Family Studies, Music, Art and **E.A.S.L.** credit granting program at Sir John A. **Macdonald** and Scott Park. - **\$4,582**

(b) Assistant to the Head - **\$2,291**

(c) Library Teacher - **Certificated**, with a full timetable and operating a full programme as specified by the Superintendent. - **\$2,650**

(d) Alternative Programme Leader(s) - **\$4,582**

14.01 An **allowance** shall be paid to the **teacher** who is assigned computer liaison and co-ordination **duties**. Arrangements will also be made by the Board for the assignment of two **half days** of supply teaching time per month to provide for the teacher appropriate time to **perform** the required duties, - **\$ 779**

#### 14.02 **Special Assignment Teachers**

(a) The term of the special assignment shall **normally** be for a period of up to ten school months, but may be extended by mutual consent of the teacher and the **Board**.

(b) The teacher shall be paid the greater of:

(i) the teacher's current **rate** of salary plus allowance,

or

(ii) the teacher's **grid** salary rate under 11.00 plus a monthly allowance of: - **\$139**

14.03 A **Teacher** who teaches in a Section 27 establishment shall be paid certificate allowance beyond the regular grid salary based upon the following:

(a) elementary certificate in special education - **\$310**

(b) intermediate certificate in special education - **\$618**

(c) specialist certificate in special education - **\$928**

(d) these allowances shall be paid provided that:

(i) the allowance shall only be paid for the highest certificate held by the teacher, and

(ii) the certificate has not been used for category placement.

a

14.04 The Senior Teacher, Regional Mention Centre shall be paid grid salary plus a responsibility allowance of: **- \$4,180**

14.05 Consultants shall be paid grid salary plus a responsibility allowance of: **- \$4,582**

**ARTICLE 15 . SPECIAL ALLOWANCES . SECONDARY SCHOOLS (VOCATIONAL)**

15.00 Allowances beyond the regular grid salary shall be paid as follows, subject to the provisions of 15.01 to 15.05 inclusive.

15.01 Teachers of Secondary Schools (Vocational) (excluding Principals): **\$ 928**

15.02 Assistant to the Principal • (Crestwood and Caledon): **- \$4,582**

15.03 A per annum allowance shall be paid to the teacher who is assigned computer liaison and co-ordinator duties: **- \$ 454**

15.04 (a) **Effective** September 1, 1977, an allowance shall be paid beyond the regular grid salary to a teacher who received the allowance in the 1976/77 school year and who continues to teach in a Secondary School (Vocational) after August 31, 1977.

(b) **Effective** September 1, 1977, an allowance shall be paid beyond the regular grid salary to a teacher who is presently in the employ of the Board and who commences teaching in a Secondary School (Vocational) between September 1, 1977 and December 31, 1977 and who continues to teach in a Secondary School (Vocational).

15.05 For a teacher who enters the employ of the Board after August 31, 1977 and who teaches in a Secondary School (Vocational), the following certificate allowance shall be paid beyond the regular grid salary:

(a) elementary certificate in special education: **- \$ 310**

(b) intermediate certificate in special education: **- \$ 618**

(c) **specialist certificate** in special education: **- \$ 928**

(d) the following conditions shall apply:

(i) the allowance shall only be paid for the highest certificate held by the teacher, and;

(ii) the certificate shall not have been used for category placement.

ARTICLE 17 • ALLOWANCES FOR RELATED TRADE AND BUSINESS EXPERIENCE, DEGREES, DIPLOMAS

17.00 Subject to the recommendation of the Director and Superintendent, teachers in Composite and Vocational ~~Secondary~~ Schools shall be paid \$600 per year for each year of related trade and ~~business~~ experience in excess of those years required to gain admission to a Faculty of Education. This allowance shall not exceed the maximum of the ~~teacher's~~ category.

17.01 (a) If a **recognized** post graduate degree is not used for category placement, an allowance shall be paid beyond the regular grid salary to a teacher who holds such a post graduate degree in accordance with the following schedule:     **- \$ 884**

(b) An additional per annum allowance for the second post graduate degree:     **- \$ 735**

(c) This allowance shall be limited to two **(2)** degrees and shall be paid effective from the **first** day of the month following registration of ~~the~~ degree with the Board. This allowance shall not apply to Principals, Vice-Principals, Team Leaders and Area Supervisors.

17.02 (a) An allowance beyond the regular grid salary may be **paid** to a teacher who holds one of the following diplomas: **A.R.C.T., A.T.C.M., A.O.C.A., C.G.A., C.A.** or **C.M.A.** on the recommendation of the superintendent, provided that the diploma is not used for category placement as follows:     **- \$ 442**

(b) This allowance shall be paid effective from the first day of the month following registration of the diploma with the Board. This allowance shall not apply to Principals, Vice-Principals, Team Leaders and Area Supervisors.

ARTICLE 18 • EMPLOYEE BENEFITS

18.00 (a) (i) The Board ~~shall~~ contribute one hundred per cent **(100%)** of the premium cost as of September 1, ~~1991~~ of ~~the~~ following plans:

- Semi-Private Hospital Care
- Extended Health ( Vision Care **\$185/2** years)
- Hearing Aids • **\$500** every 5 years
- Basic Group Life Insurance (up to **\$50,000** coverage)

Note: Vision Care to include reference **re:** prescription safety glasses for science, technical, art and physical education teachers.

(ii) Effective September 1, 1997 the Board shall contribute one hundred per cent ( 100%) of the premium cost as of January 1, 1997 of the following plans,

Semi-Private Hospital Care  
Extended Health (Vision Care \$250/2 years)  
Hearing Aids - \$500 every 5 years  
Basic Group Life Insurance (up to \$50,000 coverage)

Note: Vision Care to include reference **re**: prescription safety glasses for science, technical, art and physical education teachers.

(b) Any increase in the premium cost of the above plans during the lifetime of this Agreement shall be paid by the Board.

(c) Contributions by the Board for employee benefits **will** commence as of the date of the teacher's employment with the Board. Coverage for Blue Cross and Extended Health commences from the **first** day of the month coinciding with or next following the date of employment.

(d) The **U.I.C.** rebate shall, as in the past, accrue to the credit of the Board and shall be used to offset the cost of providing the benefits described in **Article 18**.

(e) 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 Branch **Affiliate** is given a minimum of thirty (30) days **to** consider the proposed change before Implementation.

(f) If a teacher is absent due to illness or disability 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 premium for coverage under Semi-Private Hospital Care, Extended Health, Group Life Insurance and Dental.

(g) The Board shall provide benefit booklets for **O.S.T.F.**, District 8 members in the month of November, **1989**. Amendments to these booklets will be sent **to** members every second September or as soon as practicable thereafter.

(h) Effective March 1, 1997, the following amendments will be incorporated into the Extended Health Care and Dental Plans:

Extended Health • Massage Therapy - capped at \$10 per visit to a maximum of \$225/yr.  
• Dispensing Fee - capped at \$7.00 per prescription.  
Dental Coverage • Recall every nine (9) months.

18.01 The present Group Life Insurance Plan shall be continued in force during the lifetime of this Agreement and effective date of ratification, shall provide basic Insurance equal to three (3) times the annual rate of salary (to next higher \$1000 if not already an integral multiple of \$1000) up to a maximum of \$50,000. A teacher appointed to the teaching staff of the Board after August 31, 1979 shall become a member of the Basic Group Life Insurance Plan and the Teacher's coverage shall be effective from the first day of the month coinciding with, or next following, the teacher's date of employment.

NOTE: If a member of the Plan becomes totally and permanently disabled before reaching the age of 65 years, the teacher's life insurance up to a maximum of \$40,000 will be paid to the teacher in a series of monthly installments while the disability continues. Any insurance in excess of \$40,000 will be continued in force without payment of premiums as long as the member remains totally disabled (subject to any reductions or termination due to age as provided under the plan).

If a member of the plan who is in receipt of monthly installments dies before the full number of monthly installments has been paid, the commuted value of the remaining unpaid installments will be paid to the teacher's beneficiary.

18.02 (a) In addition to the Basic Group Life Insurance Plan Under 18.01, which provides for up to \$50,000 coverage at Board cost effective October 1, 1985, or as soon as practicable thereafter, the Group Life Insurance plan shall be amended to provide an Optional Group Life Insurance Plan as specified under 18.02 (a) to (h) inclusive.

(b) Under the Optional Group Life Insurance Plan a teacher may elect insurance in multiples of \$20,000 up to a combined maximum (Basic and Optional) of \$200,000. The teacher shall pay the full premium cost of the amount of Optional Group Life Insurance through payroll deduction. During the lifetime of this Agreement, the premium rate for Optional Insurance shall be the same as for Basic Insurance.

(c) A teacher on the payroll at October 1, 1985 will be enrolled automatically for the Optional Group Life Insurance unless the Board receives a signed denial form from the teachers on or before September 30, 1985.

(d) A teacher hired on or after October 1, 1985 must, in writing, subscribe for and authorize payroll deduction for the Optional Group Life Insurance within 31 days of employment in order to be covered under the Optional Group Life Insurance Plan.

(e) A teacher on leave of absence at October 1, 1985 must, in writing, subscribe for and authorize payroll deductions for Optional Group Life Insurance within 31 days of return to employment in order to be covered under the Optional Group Life Insurance Plan.



(f) A teacher not subscribing for the Optional Group Life Insurance within the time limits in (c), (d) and (e), above may apply for coverage at a later date by making written application **authorizing** appropriate 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 insurability by the carrier.

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

(h) 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.

**18.03** Under the present Group Life Insurance Plan teachers shall pay, effective first of the month following date of ratification the full premium for Optional Dependent's Group Life Insurance - **\$25,000** - spouse; **\$10,000** - each dependent child.

**18.04** A teacher who retires before the compulsory **retirement** age and who receives an immediate pension from the Teacher's Pension Plan shall have the option of retaining a **\$50,000** Life Insurance policy until the age of sixty-five (**65**) (disability coverage not included). The teacher who so elects shall pay the full amount of the premium, annually **in** advance, otherwise the teacher's coverage shall be cancelled.

**18.05** The Board shall continue to make payroll deductions for those teachers who have elected at their own expense to contribute the premium cost for insurance coverages under the **Ontario** Secondary School Teachers' Fraternal Society. It is agreed that the Board's sole responsibility under the Plan is to provide for monthly Payroll deductions and to record and remit such payments to the Fraternal Society.

**18.06** (a) Effective September 1, 1997, the Board shall contribute one hundred per cent (**100%**) of the premium cost for full time teachers based on the **1995 ODA rate** 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 timetable bears to a full-time timetable, with the teacher contributing the remainder through payroll deductions. The Plan shall reimburse a claimant **100%** of the cost of the insured services of Basic Services and **75%** of the cost of Endodontics and Periodontics (based on the **1995 O.D.A.** rate 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 date Of employment. A teacher may elect, in writing, not to be enrolled under the Plan.

(b) The Board will contribute **50%** of the premium cost for Major **Restorative benefits**. The plan will reimburse a claimant **75%** of the cost of the **insured** services (based on the **1995 O.D.A.** 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) Orthodontic **Services** will be provided at a **50%** reimbursement level (based on the **1995 O.D.A.** rate schedule) with **benefits** limited to a lifetime maximum of **\$2,000** per person. Coverage shall include the teacher and each eligible dependent. The Board shall contribute **50%** of the premium cost for orthodontic services and the individual teacher will pay the remainder of the premium cost through payroll deduction.

(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 prior to **December 15, 1989** not to be Covered under the Dental Plan.

(e) The Board shall offer an open **enrollment period** of thirty **(30)** days for new subscribers to elect such coverage.

**18.07** Extended Health, **Dental** and **Semi-Private** Hospital Care Plans shall include **unmarried**, unemployed dependent children under **twenty-five (25)** years of age in full-time attendance at a school, college or university.

**18.08** 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 **cost** under the Dental, Semi-Private Hospital Care, and Extended Health Plans of Article **18** under the **following** conditions:

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

(b) **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;

(c) coverage shall remain in effect until age **sixty-five (65)** if a teacher so elects:

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

(e) The benefits under the Extended Health Plan for a **retiree** shall be

limited to **\$15,000** during the entire period of the teachers coverage under **18.07** and **18.08 (a), (b), (c), (d) and (e)**.

**18.09** The 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 may elect to retain coverage within thirty-one (**31**) days of the date of death of the deceased teacher;

(b) coverage shall remain in effect for a maximum of two years from the date of death of the deceased teacher. Coverage shall be cancelled the **first day** of the month following the spouse's **65th** birthday or upon remarriage.

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

(d) if the spouse withdraws from coverage at any time, then the spouse **will be ineligible to re-enroll** in coverage.

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

#### **ARTICLE 25 - STAFFING**

**25.00** Composite Secondary Schools, **Vocational** Secondary Schools and all other Credit **Granting** Programmes shall be staffed in accordance **with** Article **25**.

##### **COMPOSITE SECONDARY SCHOOLS**

**25.01** (a) Except as **specifically** provided for elsewhere in Article **25**, each composite secondary school shall be staffed annually as follows:

Effective September **1, 1997**, except as specifically provided for elsewhere in Article **25**, each composite secondary school shall be staffed annually as follows:

(i) "Staffed Annually" shall mean staffed as of October **31**. This shall not prevent the Board from adding staff on other occasions to meet the needs of a school/programme.

(ii) A semester shall be defined as one half of a school year.

**25.02** (a) The Composite Secondary School system shall be staffed annually as of October **31st** according to a **PTR** not greater than **16.3:1**.

**Administration**

25.03

One Principal

25.04

(a) One Vice Principal for a school population of up to **950** students.

(b) Two Vice-Principals for a school population of **950** or more students,

25.05

in each school there will be one Department Head in each of the following departments:

English

Mathematics

Business

Technological Studies

Science

Visual Arts

Music

History

Geography

Languages

Family Studies

Guidance

Boys Physical Education

Girls Physical Education

ESL (Sir John A. MacDonald, Scott Park)

French Immersion (Credit Granting Programme)

25.06

(a) Each Department **will** have one **(1)** Assistant Head if the **Department** has four **(4)** equivalent full timetables (**23** instructional lines plus one **(1)** administrative line), or seven **(7)** teachers assigned courses in the department.

(b) Assistant Headships shall be established in a department in a school where the number of equivalent full-time teacher timetables is four **(4)** or more, or where seven **(7)** or more teachers are assigned courses in the department.

(c) In addition to **25.06 (b)** the Director or Superintendent **may** establish one or more Assistant Headships in a Department.

(d) An Assistant Head whose position of **responsibility** is eliminated under the foregoing criteria shall be posted to an available Assistant **Headship** position, or, if no vacancy is available, as a replacement for the Assistant Head with the least seniority according to articles **8.03** and **8.04**. An Assistant Head displaced by this procedure shall be posted to a teaching position in accordance with article **6.00** through **6.13**.

(e) An Assistant Head displaced by this procedure shall be given **first** opportunity of returning to an Assistant **Headship** according to seniority as **defined** in article **8.03** and **8.04**. Upon return, prior service in an acting capacity shall be counted in determining the date the appointment becomes confirmed under **articles 5.06** and **5.07 (a) and (b)**.

(f) For an **Assistant** Head who holds a confirmed appointment and is

displaced from the position under (d) above, the responsibility allowance shall be **red-** circled and frozen for a period of one year, after which the teacher shall be paid **the rate** of the teacher's then current assignment.

(g) Notwithstanding the above, for those Assistant Heads displaced effective September 1, 1984, the right of recall shall apply as defined in (e) above.

**Guidance**

25.07 Each school will have a minimum of one (1) full-time guidance Counsellor.

**Library**

25.08 Each school will have a minimum of one full-time (1) teacher librarian.

**Co-op Education and ESL**

25.09 Effective September 1994, teachers who hold **certification** In Co-op Education or English as a **Second** Language will be given **first** priority when **these** lines are being assigned.

**Learning Resource**

25.10 Each school shall assess and assign the Learning Resource Teacher Needs for their respective school.

**Multi/Bi-Level/Stacked Classes**

25.11 (a) The School Deployment Committee shall endeavour to keep the number of **multi/bi-levelled/stacked** classes to a minimum.

(b) A **course** shall be **defined** as one (1) subject taught at one grade and one level.

**Special Education**

25.12 Trainable Mentally Retarded classes shall be staffed in accordance with the regulations.

**VOCATIONAL SECONDARY SCHOOLS**

25.13 The Vocational Secondary System will be staffed annually as of October 31 according to a **PTR** not greater than **12.2:1**.

**Administration**

25.14 (a) One Principal

- (b) (i) One Vice-Principal for a school population of up to **800** students.  
(ii) Two Vice-Principals for a school population of **800** or more students.  
(iii) There will be a tolerance factor of **5%** In the staffing of **Vice-**

Principals.

- (c) One (1) Academic Department Head and one (1) **Vocational** Department Head.
- (d) An Assistant Head in each of the school departments.
- 25.15 Guidance  
Each school will have a minimum of one (1) full-time guidance counsellor.
- 25.16 Library  
Each school will have a minimum of one (1) full-time teacher librarian.
- 25.17 Learning Resource  
Each school shall assess and **assign** the **Learning** Resource Teacher needs for their respective school.
- 25.18 Coop Education and ESL  
Effective September 1, 1994 teachers who hold **certification** In Co-operative Education and English as a Second Language will be **given first priority** when these lines are being assigned.
- 25.19 Multi/BI-Level/Stacked Classes  
A course shall be defined as one subject taught at one grade and one level. The School Deployment **Committee** shall endeavour to keep the number of bi-levelled, stacked classes to a **minimum**.
- 25.23 Alternative Education Program  
As of October 31<sup>st</sup>, the PTR In the Alternative Education Programmes shall not exceed 16.3:1.
- 25.24 Section 27 Programs  
There shall be a Senior Teacher in the Hamilton **Wentworth** Regional Detention Centre.
- 25.25 Adult and Continuing Education Programs  
The maximum class size in Section 27 programmes shall be according to the regulations.
- 25.26 Staffing for Adult and Continuing Education programmes shall be exempted from the Pupil Teacher Ratio staffing model.
- 25.30 MAXIMUM CLASS SIZE  
The maximum class size shall not exceed the average class size for the

advanced level classes as established by the individual school's School Deployment Committee, plus 15%.

#### LETTER OF UNDERSTANDING # 2 CLASS SIZE

(1) Effective September 1, 1992, the Principal, in consultation with the Department Head and the **Superintendent** of Schools shall endeavour to limit the number of classes in the school in excess of 30 students.

(2) When a class exceeds 30 students, the Principal shall discuss with the Department Head and/or the teacher involved the reasons the number of students exceeds 30.

#### **ARTICLE 33 - CONTINUING EDUCATION**

##### Summer and Evening School Staff

**33.00** Certified teachers employed to **teach** credit courses in the summer school program of the Board shall be designated as the Summer School Staff **which** shall include the Co-Principals of summer school and subject **co-ordinators**.

**33.01** Certified **teachers** employed to **teach** credit courses in the evening school program of the Board shall be designated as the Evening School Staff which shall include **Supervisors** and **Assistant Supervisors** of evening school.

##### Certified Teacher

**33.02** A **"Certified** Teacher means a teacher:

(a) who holds a **valid** certificate of qualification as a teacher in a secondary school in Ontario, or

(b) who holds a Letter of **Standing** granted by the Minister under the Education Act, or

(c) In respect of whom the Minister has granted a Letter of Permission under the Education Act.

##### Job Opportunity Notice

**33.03** The Board shall post a notice by April 1, in each secondary school and the Education Centre inviting **applications** from members of the Branch Affiliate to teach credit courses in the summer school program

**33.04** The Board shall post a notice by June 1, in each secondary school and the Education Centre inviting applications from members of the Branch Affiliate to teach credit courses in the evening school program for the ensuing school year.

Appointment to Summer and Evening School Staffs

33.05 When hiring certified teachers to teach credit courses in the summer and evening school programs, the Board shall give preference to application for employment, in the following order:

- (a) to members of the Branch Affiliate under the terms of Article 6.36,
- (b) to members of the Branch Affiliate having recall **rights** under the terms of Article 6.59,
- (c) to members of the Branch **Affiliate** having recall rights under the terms of Article 6.67,
- (d) to persons employed in the preceding school year in the Board's summer and **evening school programs** respectively,
- (e) to other members of the Branch **Affiliate** and to members of the Occasional Teachers' Unit.
- (f) to other persons

33.06 All members of the Summer and Evening School Staffs shall be **appointed** on Sessional (Form 3) contract.

Rates of Pay - Summer School

Teaching staff of Summer School shall be paid as follows:

- (a) Teachers - New Credit Course - **\$3,710**
- (b) Teachers - **Remedial** Course - 1 Course - **\$1,855**
- (c) Teachers - Remedial Course - 2 Courses - **\$3,710**
- (d) Co-Principals of Summer School - 3 Year **Term Non-Renewable** - **\$2,131**
- (e) Subject **Co-ordinator** - **\$3,710**

(f) The above rates of pay shall be pro-rated if the teacher is employed for less than the full summer school period or in the case of Co-Principals employed for less than half of ~~the~~ full period.

Rates of Pay - Evening School

33.07 Certificated Teachers of ~~Credit~~ **Credit** Courses - **\$ 33.71/hr.**



**33.08** A teacher shall receive a special allowance, over and above the regular rate of pay, equal to one-half (1/2) hour's pay for each evening taught while the registered class enrollment is **twenty-five (25)** or more students. If the registered class enrollment drops below **twenty-five (25)** students the special allowance shall be deleted. Registered class enrollments shall be monitored on a regular basis by the Supervisor of Evening School and the Principal of **Continuing** Education.

**33.09** Supervisors of Evening School - **\$4,565**

**33.10** Assistant Supervisors of Evening School - **\$4,098**

**33.11** A Supervisor or Assistant Supervisor employed for less than the full evening school year (ending March **31**), shall be paid a pro rata amount.

**33.12** Whenever an Evening School continues **after** March **31**, the **Supervisor**, Assistant Supervisor, or both shall be paid a pro rata amount for **supervisory** duties **after** March **31**.

NOTE: In addition to the above stated rates Continuing Education teachers shall receive **4%** vacation pay.

**33.13** The Principal of a Secondary School in which an Evening **School** is held shall **receive:** - **\$ 521**

Adult Learning Centre Staff

**33.14** **Certified** teachers employed to teach students in credit courses in Independent Home Study programmes in Adult Learning Centres shall be designated as the Adult Learning Centre Staff.

**33.15** All Branch **Affiliate** members in Adult Learning Centres shall be appointed on Sessional (**Form 3**) contracts.

**33.16** A full time teacher in the Adult Learning Centre Staff shall be **defined** as a **teacher** who works for **25** hours per week.

Rates of Pay - Adult Learning Centre

**33.17** Continuing Education Teachers tutoring students in credit courses in Independent Home Study programmes at Adult Learning Centres shall be paid - **\$ 33.71/hr.**

**33.18** For preparing registers three (**3**) times per year. The maximum time period allowed will be 3 hours per register. - **\$ 33.71/hr.**

NOTE: In addition to the stated rates in 33.17 & 33.18 teachers In Adult Learning Centres shall receive 4% vacation pay.

33.19 Teachers tutoring students in credit course programmes at Adult Learning Centres shall be paid the following rates for marking papers and exams, calculated on the basis of 3 papers per hour:

- (a) Mathematics, Science & Business (Grades 9 & 10) - \$7.00 per paper
- (b) Business, Mathematics, & Science (Grades 11 & 12) - \$9.00 per paper
- (c) English and History (Grades 9 & 10) - \$9.00 per paper
- (d) History and English (Grades 11 & 12) - \$11.00 per paper

33.20 For the purpose of determining hours of work for Unemployment Insurance and pension payments and benefit entitlement the following calculation shall be made:

Number of papers and exams marked = Number of hours worked

Where x is

- (a) for Mathematics, Science and Business - 3
- (b) for English and History - 2

Employee Benefits

33.21 An employee may elect, in writing to subscribe to the following benefit plans. An employee not subscribing to these benefit plans at the time of the open enrollment, may apply for coverage at a later date by making written application and providing evidence of insurability satisfactory to the carriers.

33.22 (a)(i) The Board will contribute seventy-five per cent (75%) of the premium cost of the following benefit plans for full time teachers:

Semi-Private Hospital Care  
Extended Health -Vision Care \$185/2yrs.  
Hearing Aids - \$500. every five years  
Dental Plan  
Basic Group Life

(ii) Effective September 1, 1997 the Board shall contribute one hundred per cent (100%) of the premium cost as of January 1, 1997 of the following plans:

Semi-Private Hospital Care  
Extended Health (Vision Care **\$250/2** years)  
Hearing Aids • **\$500** every 5 years  
**Basic** Group Life Insurance (up to **\$50,000** coverage)

Note: Vision Care to include reference **re**: prescription safety **glasses** for science, technical, **ad** and physical education teachers.

**(b)** Effective March **1, 1997**, the following amendments will be incorporated into the Extended Health Care and Dental Plans:

Extended Health - Massage Therapy - capped at **\$10** per visit to a maximum of **\$225/yr.**  
• Dispensing Fee - capped at **\$7.00** per prescription.

Dental Coverage • Recall every nine **(9)** months,

**33.23** The Board's **premium contribution** for a part-time teacher shall be pro-rated in the same proportion that the part-time schedule bears to a full time schedule.

**33.24** Basic Group Life Insurance will provide life Insurance in the amount of three **(3)** times annual salary up to a maximum of **\$50,000**. (disability coverage not included),

**33.25** Independent Home Study Teachers shall be automatically enrolled in the optional Group Life Insurance Plan unless the Human Resources Department receives a signed waiver **card**. Effective March **1, 1992** under the Optional Group Life Insurance Plan a teacher may elect optional Insurance in multiples of **\$25,000** up to a combined maximum Basic and Optional of **\$200,000**. The teacher shall pay the full premium cost of the amount of **Optional Life** Insurance through payroll deduction.

**33.26 (a) (i)** The Board **will** contribute seventy-five percent **(75%)** of the premium costs of the Dental Plan. A claimant will be reimbursed one hundred percent **(100%)** of the cost of the insured **services** of Basic Services and **75%** of the cost of Endodontics and Periodontics (based on **the 1992 O.D.A.** rate schedule).

(ii) Effective September **1, 1997** the Board will contribute **seventy-five** percent **(75%)** of the premium costs of the Dental Plan. A claimant will be reimbursed one hundred percent **(100%)** of **the** cost of the Insured services of **Basic** Services and **75%** Of the cost of Endodontics and Periodontics (based on the **1995 O.D.A.** rate schedule).

**(b)** The Board will contribute **50%** of the premium cost for Major Restorative benefits. The plan will reimburse a claimant seventy-five percent **(75%)** of the **cost** of the Insured services (based on the **1995 O.D.A.** rate 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.

NOTE **Teachers** on staff as of June 30, 1991 at **Mcllwraith** and **Southview** shall maintain their benefit entitlement in force as of that date.

Sick Leave

33 27 (a) **Teachers** who are **regularly** employed for twenty-five (25) hours per week or more will receive two (2) days sick leave per working month with a maximum accumulation of **two hundred (200)** days.

(b) **Teachers** who are regularly employed for less than twenty-five (25) hours per week shall receive one (~~two~~) sick leave per *working* month, with a maximum accumulation of one hundred (**100**) days.

Bereavement Leave

33.28 (a) 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. Notwithstanding the note below, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of **burial**. The absence on the day of death is not included in the calculation of the leave. One (1) **additional** day may be granted at **the** discretion of the Director where extended travel is required.

(b) 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. Notwithstanding the note below, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time, on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director, where extended travel is required.

(c) 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 7 calendar days following the **day** of death.

Independent Home Study Program

33 29 If the Board operates the Independent Home Study program at **Mcllwraith** **Southview**, or any additional site(s) on or after **September 1, 1991** the current staff

members shall be employed **up** to the equivalent of full time before additional staff members are hired.

Continuing Education - Fees and Levy Deduction

**33.30** The Board shall deduct Federation fees from each pay from all members of the Evening School, Summer School and Adult Learning Centre Staffs and remit them in the regular manner to the **Ontario** Teachers' Federation who shall Inform the Board of the amount of such fees.

**33.31** The Board shall deduct from the salary of each member of the Summer School, Evening School and Adult Learning Centre Staffs the **District 8** levy. The Branch **Affiliate** shall advise the Board as to the amount to be deducted.

**33.32** The Branch **Affiliate** agrees to Indemnify and save the Board harmless from any **claims**, suits, attachments, or any form of liability as a result of fee or levy deductions.

**33.33** In addition to Article **33**, the other Articles of the Collective Agreement which **apply** to **continuing** Education teachers shall be:

Article 1 - <b>Recognition</b>	Article 2 - Purpose
1.00	2.00
1.01	2.01
1.02	2.02
Article 3 - General Terms	Article 4 - Management <b>Rights</b>
3.00	4.00
3.01	
3.02	
3.03	
Article 16 - <b>Promotions</b>	Article 21 - Pregnancy/Parental
16.00	21.00
	21.01
	21.02
	21.03
	21.04
	21.05
	21.06
	21.07
	21.08
	21.09
	21.10
	21.11
	21.12
	21.13
	21.14

21.15  
21.16  
21.17  
21.18  
21.19  
21.20

**Article 27 - Evaluation**

27.00  
27.01  
27.13  
27.14  
27.15

**Article 28 - Just Cause**

**28.00 (a), (b), (c) and (d)**

**28.01** The **termination** of a contract under **28.00 (d)** shall not be the subject of a grievance beyond Step 2 of the Grievance Procedure unless the teacher is:

- (a) employed under permanent contract in the Board's regular day school program or
- (b) employed in the Independent Home Study Program and has two **(2)** or more years' **service** with the Board.

28.02  
28.03

**Article 29 - Grievance Procedure**

**Article 32 - Amendments**

29.00  
29.01  
29.02  
29.03  
29.04  
29.05  
29.06  
29.07  
29.08  
29.09  
29.10  
29.11

32.00  
32.01

**Article 34 - Term of the Agreement**

34.00  
34.01

**34.02**  
**34.03**

Appendix B  
Appendix D

**ARTICLE 26 - REGULATIONS GOVERNING ABSENCE WITH PAY**

**26.00** Regulations governing Absence with Pay, Retiring Allowances, Sick Leave Gratuities and the Employees' Insurance Fund shall be continued in force during the lifetime of this Agreement and appear as Appendix "A". Appendix "A" shall form part of this Agreement.

**APPENDIX "A" - SYSTEM OF THE BOARD OF EDUCATION FOR THE CITY OF HAMILTON FOR SICK LEAVE, SICK LEAVE CREDITS AND SICK LEAVE GRATUITIES (APPLYING TO TEACHERS WHO ENTER THE SERVICE OF THE BOARD ON AND AFTER THE 1ST DAY OF JANUARY, 1956)**

**3.00** "Board" means the Board of Education for the City of Hamilton.

**3.01** "Teacher" shall mean full-time teacher.

**3.02** Reference to the masculine, wherever used, shall be construed to include the feminine.

**3.03** The Board shall maintain a Sick Leave Credit Account for each teacher which shall be operated in the manner following:

(a) On September 1, of each year, beginning in 1975, a teacher shall be granted twenty (20) days sick leave credit for personal illness.

(b) During a teacher's first school year of employment, the teacher shall be granted eight (8) days sick leave credit on September 1 of any year and twelve (12) days sick leave credit on January 1 following. A teacher hired on a date other than the first teaching day in September shall be granted sick leave credit on a pro-rata basis in accordance with the teacher's employment date.

(c) Beginning in 1975, credits in a teacher's account on June 30 of each year shall be carried forward to September 1, next following.

(d) A teacher on leave of absence or sabbatical leave shall not be entitled to accumulate sick leave credits while on such leave.

(e) Except as otherwise provided In 1.05 inclusive there shall be deducted from a teacher's account on the 30th day of June in each year, the numbe

days that such employee **was absent**, with salary paid, **during** the preceding school year

(f) Deductions made from a teacher's account, in any school year in excess of the credits credited to such **teacher's** account during that year as provided in (a) and (b) above shall be deducted from the cumulative balance in such **teacher's** account. Such excess deductions shall not, however, be calculated to reduce the number of the **teacher's** credits accumulating to the maximum number of credits allowed to such teacher by **3.12**.

**3.04** Except as otherwise provided in **1.05** inclusive, no salary shall be paid to a teacher while the teacher is absent from employment when there are no credits in the **teacher's** Sick Leave Credit Account.

**3.05** (a) 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. Notwithstanding the note below, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One **(1)** additional day may be granted at the discretion of the Director where extended travel is required.

(b) 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. Notwithstanding the note below, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time, on the day of burial. The absence on the day of death is not included in the calculation of the leave. One **(1)** additional day may be granted at the discretion of the Director where extended travel is required.

(c) 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** calendar days following the day of death.

**3.06** Each teacher shall be entitled to the teacher's salary notwithstanding the teacher's absence from duty in any case where, because of exposure to communicable disease, the teacher is quarantined or otherwise prevented by the order of the Medical Health authorities from ~~attending~~ upon the **teacher's** duties



**3.07** Each teacher shall be allowed leave of absence without deduction of salary when absent for the purpose of Jury **service** or as a witness in any court to which the teacher has been summoned In any proceedings to which the teacher is not a party or *one* of the persons charged.

**3.08** Upon a teacher returning to the service of the Board following War Service there shall be credited to the **teacher's** Sick Leave Credit Account the number of days' credit to which the teacher would have been entitled **during** the **teacher's** absence on War Service.

**3.09** (a) The Director of Education of the Board may grant leave of absence to any teacher for reasons other than illness up to a maximum of two **(2)** working days in each school year, without deduction of salary and any such absence or so much thereof possible shall be deducted from **teacher's** current **year's** sick leave allowance and the balance, if any, shall be debited to the teacher's Accumulative Sick Leave Account.+

(b) Each teacher shall be allowed leave of absence, **without** deduction of salary, when absent for personal reasons to a maximum of one day **in** each school year. Any such absence shall be deducted from the teacher's sick leave account.

**3.10** To qualify for sick leave, a teacher who is absent from the teacher's **duties** for a period exceeding three **(3)** consecutive working days must produce a **certificate** of illness from a qualified physician or **licentiate** of dental surgery and (if required by the Board) a further **certificate** from the Medical Officer of the Board. **If** such **period** does not exceed three **(3)** consecutive working days, a certificate by the School **Principal** or other superior official of such teacher shall be accepted in lieu thereof.

**3.11** A teacher injured **in** the course *of* the teacher's duties with the Board and receiving partial compensation on account of the teacher's earnings pursuant to the Workers' Compensation Act, shall be entitled to have such compensation supplemented by the Board so as to provide payment to the teacher of the teacher's full earnings up to a maximum of sixty-six **(66)** days for any one accident. The amount so paid to such teacher by the Board shall be divided by the per diem earnings of such teacher to determine the number of days the teacher was absent with pay and the same shall be deducted from such teacher's Sick Leave Credit Account. In the event that a teacher does not wish to have the teacher's earnings supplemented by the Board as herein **provided**, the teacher must give written notice thereof to the Business Administrator of the Board within thirty **(30)** days after the date of the accident.

**3.12** Notwithstanding anything herein contained, a teacher paid on a ten **(10)** month basis shall not be allowed to accumulate in the teacher's Sick Leave **Credit** Account

more than a ~~maximum~~ cumulative total of four hundred (400) days. Upon production of a certificate or certificates, ~~as provided in 1.10~~, deductions from such Account shall be made from time to time, for absence of such teacher with salary, up to an aggregate total of two hundred (200) days. Deductions in excess of two hundred (200) days shall be made only at the discretion of, and by Resolution passed by, the Board.

3.13 Any teacher, upon entering the service of the Board shall (subject to the conditions and restrictions herein **provided**) have credited to the teacher's 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 the **teacher's** 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 the **teacher's** employment with the Board for the purpose of 3.14 hereof.

3.14 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 days standing to the **teacher's** credit in the **teacher's** Sick Leave Credit Account by **multiplying** the number of days standing to the **teacher's** credit in the teacher's account by the **teacher's** then per diem salary and

3.15 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.

3.16 The Board may, in its **discretion**, pay the said amount to such teacher, if the teacher **terminates** the teacher's services at such time as may be fixed by the Board for the teacher's retirement and the teacher has either attained the age of sixty (60) years or has been; twenty years in the service of the Board.

3.17 The Board may, in its **discretion**, pay the said amount to any female teacher who terminates her employment with the Board to become **married** and who has been thirty years in the service of the Board.

3.18 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 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 **termination** of employment."

**APPENDIX "A" - ADDED PROVISIONS**

(APPLYING TO EMPLOYEES WHO ENTER THE SERVICE OF THE BOARD ON AND AFTER THE **1ST** DAY OF JANUARY, **1956** AND WHO ARE EMPLOYED ON A TWELVE MONTH **(12)** BASIS)

**4.00** The **provisions** of Appendix "A" shall apply to teachers on twelve **(12)** month employment with the following amendments: (number references refer to section numbers of existing Appendix "A").

**4.01** On September **1** of each year, a teacher shall be granted twenty-six **(26)** days sick leave credit for personal illness.

**4.02** (a) Credits in a **teacher's** account on August **31** of each year shall be carried forward to September 1 next following.

(b) Except as otherwise provided in **1.05** Inclusive there shall be deducted from a teacher's account on the **31st** day of August each year, the number of days that such employee was absent, with salary paid, during the preceding school year.

(c) Deductions made from a teacher's account, in any school year in excess of the **credits** credited to such teacher's account during that year as provided in **3.03** (a) and (b) shall be deducted from the cumulative balance in such **teacher's** account. Such excess deductions shall not, however, be calculated to reduce the number of the **teacher's** credits accumulating to a maximum number of credits allowed to such teacher by **3.12**.

**4.03** (a) The Director of Education of the Board may grant leave of absence to any teacher for reasons other than illness up to a maximum of **two (2)** working days in each calendar year, without deduction of salary and any such absence or so much thereof possible shall be deducted from such teacher's current year's sick leave allowance and the balance, if any, shall be debited to the teacher's Accumulative Sick Leave Credit.

(b) Each teacher shall be allowed leave of absence, without deduction of salary, when **absent** for personal reasons to a maximum of one day in each school year. Any such absence shall be deducted from the teacher's sick leave account .

**4.04** Notwithstanding anything herein contained a teacher paid on a twelve **(12)** month basis shall not be allowed to accumulate in the teacher's Sick Leave Credit Account more than a maximum cumulative total of six hundred and twenty **(620)** days. Upon production of a certificate or certificates, as provided in **3.10** deductions from such account shall be made from time to time, for absence of such teacher with ~~salary~~, up to an aggregate total of three hundred and ten **(310)** days. Deductions in ~~ex~~ of three hundred and ten **(310)** days shall be made only at the discretion of, and by

Resolution passed by the Board.

SPECIAL NOTES

**4.05 (a)** The added provisions above shall apply only during the **period the teacher is** employed on a twelve month basis.

**(b)** If the teacher converts from twelve **(12)** to ten **(10)** months employment, the maximum accumulative sick leave under **3.12** shall be the greater of four hundred **(400)** days or the **teacher's** actual accumulative balance immediately **prior** to conversion.

**(c)** If at conversion maximum accumulative sick leave is greater than four hundred **(400)** days, then under **3.12 deductions** from such account shall be made from time to **time**, for absence of such teacher with salary, up to an aggregate total of fifty percent **(50%)** of the accumulative sick leave at time of conversion. Deductions in excess of **fifty percent (50%)** shall be made at the discretion of, and by Resolution passed by the Board. |

FORMER WENTWORTH COUNTY ARTICLES:

SALARY GRID AND ALLOWANCES

EFFECTIVE FROM JANUARY 1, 1998 TO AUGUST 31, 1998

<b>Years' Experience</b>	<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>	<b>Category 4</b>
September 1				
0	30179	31822	34263	36199
1	31822	33615	36324	38393
2	33466	35403	38386	40591
3	35114	37194	40448	42790
4	36757	38984	42509	44986
5	38405	40777	44570	47182
6	40049	42567	46630	49379
7	41694	44356	48849	51733
8	43337	46146	50916	53970
9	45138	47937	53096	56123
10	46854	49729	55093	58179
11 & over	50425	53427	60297	64420

SECONDARY RESPONSIBILITY ALLOWANCES

	January 1, 1998 to August 31, 1998
Co-ordinator	6014
Consultant	6014
Major Department Head	4589
Minor Department Head	2683
Assistant Department	2316
Head	1087
Extra University Degree	

Home Instruction Rate of OSSTF member \$25.78

Related Work Experience shall be paid in accordance with Article 10.06 (d).

ARTICLE VIII

Major Department Head

8.06 A Major Department Head shall be appointed on the recommendation of the Director of Education and in accordance with the policy of the Board.

Minor Department Head

8.07 A Minor Department Head shall be appointed on the recommendation of the Director of Education and in accordance with the policy of the Board.

Assistant Department Head

8.08 An Assistant Department Head shall be appointed on the recommendation of the Director of Education and in accordance with the policy of the Board.

Major Department

8.09 (a) A department with a minimum of 20 sections per year, or any department so designated by the Board from time to time, shall be a Major Department and shall have a Major Department Head appointed.

(b) A teacher who was a Major Department Head in Guidance or Physical Education prior to September 1, 1992 and who has had that Major Headship changed to a Minor Department Head as a result of the change in Board Policy on Headships for Guidance and Physical Education will continue to receive the allowance for a Major Department Headship as long as the teacher continues in the same Department Headship but in no case will the Major Headship Allowance be continued for more than 5 years.

Minor Department

8.09 Any department below 20 sections per year shall be a Minor Department and shall have a Minor Department Head appointed.

Department Definition:

The following program areas shall be considered departments:

Art	Business Studies
English	Family Studies
Geography	Guidance
History	Languages (modern and classical)
Mathematics	

Music	Resource Centre
Science	(library)
Physical Education - Boys'	Physical Education - Girls'
Technological Studies	
(including Industrial Arts)	

Assistant Department Head

**8.11 (a)** A department with a minimum of **33** sections per year shall have an Assistant Department Head appointed.

**(b)** A department with a minimum of **55** sections **per** year shall have **two** Assistant Department Heads appointed.

**8.12** For the purpose of this Article VIII, one section is the time required to teach **one** timetabled class or class grouping in the school year.

**8.13** If the number of sections in any department varies upwards or downwards from the number of sections designated for responsibility categories in this Article VIII, the department shall maintain **its** current status **until** the **expiration** of the **following** school year. Thereafter, the appropriate status adjustment shall be made.

**8.14** The provisions of the "Red Circle" principle **outlined** in Article **XXVIII** shall **take** precedence over any of the above.

**8.15** In the event of a school closure the **provisions** outlined in **Article 25.12** shall **take** precedence over any of **the** above excepting Article **8.14**.

**METHOD OF PAYMENT**

**10.02** Annual salaries shall be **pald** according to the following plan:

September	- first Friday in school year	<b>8%</b>
September	- <b>25th</b> of month	<b>8%</b>
October	- <b>25th</b> of month	<b>8%</b>
November	- <b>25th</b> of month	<b>8%</b>
December	- last day of school	<b>8%</b>
January	- <b>25th</b> of month	<b>8%</b>
February	- <b>25th</b> of month	<b>8%</b>
March	- <b>25th</b> of month	<b>8%</b>
April	- <b>25th</b> of month	<b>8%</b>
<b>May</b>	- <b>25th</b> of month	<b>8%</b>
June	- <b>25th</b> of month	<b>20%</b>

Should the **25th** of the month fall on Saturday or Sunday then salaries shall be paid

on the proceeding Friday. Should the **25th** of the month fall during a holiday period, salaries shall be **paid** on the last teaching day proceeding the holiday period.

The Board shall transmit the **Teacher's** pay to the Bank or Financial Institution of the **Teacher's** choice so that as far as feasible the funds should be available on the days as outlined above, and shall provide to the Teacher at the **Teacher's** school a statement of the payment.

Where the contract of a teacher is to be terminated on December **31st** of a school year, and the teacher has fulfilled the duties for the required number of days in the term, then forty (**40**) percent of the teacher's annual salary rate effective for that period shall be the sum **paid** for services in that school year.

Where a teacher commences employment on January **2nd** and the contract is to be terminated on August **31st** and the teacher has **fulfilled** the duties for the required number of days in the term, then sixty (**60**) percent of the teacher's annual salary rate effective for that period shall be the sum paid for services in that school year.

Where the contract of a teacher is commenced or is terminated by mutual agreement effective **any** date other than December **31st** or August **31st**, a teacher shall be paid a salary in proportion that the total number of school days for which **duties** are performed in the school **year** bears to the total number of school days in the school year,

**Notwithstanding** the above, a Teacher teaching full-time exactly one semester shall be paid exactly fifty (**50**) percent of the Teacher's annual salary rate and shall be credited with exactly **0.50** of a year for salary and **superannuation** purposes.

#### EXTRA UNIVERSITY DEGREE

10.05 An annual allowance in accordance with Article **10.01** will be paid to any teacher who has a **recognized** university degree acceptable (such acceptance shall not be unreasonably withheld) to the Board above the "Bachelor" level, (e.g. a Master of Arts (M.A.), Master of **Education (M.Ed.)**, Bachelor of Pedagogy (**B. Paed.**), or Doctor of Philosophy (Ph.D.)) over and above the teacher's annual salary provided the said degree is not being used by the teacher in achieving a higher category. The additional degree must be **relevant** to the subjects taught by the teacher as determined by the Director of Education. This allowance shall be granted for only **one** additional degree. The effective date of acquiring an extra degree allowance shall be determined in a manner similar to that defined in Article IX, paragraph **9.02** and **9.03**.

#### ARTICLE XV - FRINGE BENEFITS

15.01 The Board agrees to administer the plan for benefits as set out in **15.02** and **15.03** below including the execution of **appropriate** payroll deductions for the **Teacher's** share in



premiums and to do all things as necessary according to the provisions of the policies and the provisions of this Agreement.

**15.02** The following benefits shall be available to each member of the Branch Affiliate:

- (a) Ontario Health Insurance Plan.
- (b) Semi-private hospital coverage (Liberty Health).
- (c) Extended Health Care, Out of Province (**\$10/20** deductible) as provided by Liberty Health.
  - Hearing Aids - **\$400** every 5 years.
  - 2. Deluxe Travel Plan

Effective September 1, 1997 there will be mandatory genetic drug substitution unless otherwise prescribed by a physician.

(c) Group Life Insurance in the face amount of two and one half (2.5) times earnings to the nearest **\$500.00**. Earnings shall be defined as at September 1, each year.

(d) Dental Insurance Plan #9 (Liberty Health) based on the current O.D.A. fee guides in effect less one year with balance of Rider #2 at 50% w-insurance and Rider #4 at 50% co-insurance. Effective September 1, 1997 there will be a 9 month recall for dental check-ups.

(e) Vision Care Plan (Liberty Health) **\$175** every two years effective February 1, 1991.

**15.03** The Board shall pay 100% of the costs of premiums. Costs shall be defined as the cost at September 1, each year.

**15.04** For members of the Branch Affiliate, participation in the Group Life Insurance Plan shall be a condition of employment.

**15.05** (a) The Board and the Branch Affiliate agree that carriers may be different from particular carriers mentioned in 15.02, subject to mutual agreement of the Parties

(b) The Parties agree to establish and maintain throughout the life of this Agreement an Employee Benefit Committee under the direction of the Superintendent of Business and Finance for the purpose of reviewing and making recommendations concerning the employee benefit package to the Administration and/or the appropriate committee of the Board and/or the Teachers

15.06 A teacher retiring on pension shall be permitted to remain in all benefit plans of Article XV, provided:

(a) that the premiums shall be paid fully by such teacher to the Board, until voluntary withdrawal by the teacher or until age **65**, whichever is sooner, and

(b) subject to approval of the appropriate carder(s).

15.07 (a) The Board agrees to administer a Long Term Disability Plan, of the Teachers' choosing, provided a minimum number of teachers, as defined by the carrier, wish to participate.

(b) Enrolment in **the Long Term** Disability Plan **will** be mandatory for all new Teachers eligible according to the insurer, who are hired for, or after September 1, **1986**.

(c) A Teacher receiving benefits from the Long Ten-n Disability Plan shall **remain** on contract **with** the Board for a period of two **(2)** years plus an extension of time of:

i) up to three **(3)** years provided the Teacher's physician provides annually to the **Superintendent** responsible for Secondary staffing, in **writing**, a prognosis that the **physician believes** the Teacher may return to teaching within that three **(3)** years.

ii) an unspecified amount of time beyond that provided in **(i)** above if **approved** by the Superintendent responsible for Secondary staffing.

(d) During the first two **(2)** years of disability, the Teacher may continue to participate in the Insured employee benefit plans, and where applicable, the Board will continue to pay its share of the contributions. After the two **(2)** year period a Teacher under contract in receipt of payments under the Long Term Disability Plan **shall** be permitted to maintain the applicable fringe benefit coverage by payment of the premiums to the Board.

15.08 The Board shall provide to the Branch Affiliate a copy of the **master** policy for each of the employee benefit plans.

## ARTICLE XI

### Sick Leave Plan

**11.01 Eligibility:** The cumulative sick leave plan shall apply to all Teachers of The Wentworth County Board of **Education**, specifically:

- (a) All teachers on permanent or probationary **staff** shall be included under this plan.
- (b) Each eligible teacher shall be entitled to sick leave, for personal illness or injury, for **20** days per year without deduction of salary.
- (c) Part-time teachers shall be entitled to sick leave benefits prorated to the nearest **half** day on the basis of **20** days per complete full-time year. Accumulated credits shall be similarly prorated except that there shall be no cumulative entitlement for less than **half-time** assignments.
- (d) A "supply" or "occasional" teacher shall not be included under this plan.

Sick Leave Credit Account

**11.02** 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 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 to the maximum of **260** on September 1 of each year.
- (b) In the case of any teacher who shall commence the academic year on September 1 with the maximum of **260** days sick leave credits (including any sick leave credits given on September 1 to a maximum of **260**) and who is absent because of personal illness or injury during the year, the Teacher shall be entitled to receive sick leave credits on June **30** providing the number of sick leave credits shall not exceed **20** days in any one academic year and providing the teacher's cumulative sick leave account shall not exceed **260** days.
- (c) Any teacher who is on sick leave and is entitled to receive payments under the provision of the Workers' Compensation Act, may
  - a) elect to retain such payments and receive the difference between such payment and regular salary from the Board, or
  - b) elect to receive an advance of full salary upon undertaking to reimburse the Board for an amount equal to payments under the Workers' Compensation Act.

In either procedure deductions shall be made from accumulated sick leave credits prorated in the proportion that the net sum paid by the Board bears to the regular salary

of the employee upon which the award is based

Similar provisions apply where **loss** of wages due to injury or illness is compensative from sources other than those provided under the Workers' Compensation Act and the Board shall have subrogation rights in such cases.

This clause shall **not** be construed to apply to any payments arising from any personal policy or plan for which the employee has paid a premium or subscription.

- (d) Subject to the provisions of appropriate legislation, former teachers who have been on **authorized** leave of absence shall be entitled to retain prior cumulative sick leave credits providing the leave of absence does not exceed two years; otherwise, prior sick leave credits shall not be **recognized**.

#### Administration of Sick Leave Credit Account

11.03 The sick leave plan shall be administered on the following basis:

- (a) Subject to the final authority of the Board, the administration of the plan shall be vested in the Superintendent of Business and Finance. The Superintendent shall keep a record of credits and deductions for each teacher and shall render a statement to each teacher by the **first** day of school in September of each year showing the number of **sick** leave credits accumulated **under** this plan as at June **30**.
- (b) In case of dispute **with respect** to credits or deductions, there shall be a right of appeal in accordance with Article XXX.
- (c) Absences for personal illness or injury for a period not exceeding **five (5)** School Days shall be certified by the School Principal and approved, if required, by the **appropriate** official. The **Board** may require, for any absence, a medical certificate of inability to work. In the case of continued absence beyond three months, the Board may request an examination by a doctor appointed by the Board.
- (d) Where a teacher commences employment after September **15**, in any year, the Teacher shall receive sick leave days prorated for the balance of the School Year at two days per complete month or part month in excess of nine School Days.
- (e) No salary payments shall be paid to a teacher for absence due to illness or injury beyond the number of days **standing** to the teacher's credit in the sick leave plan

- (e) A teacher who is absent **from** duty with the Board on account of illness shall be entitled to be paid a salary at the current daily rate then applicable for the number of **days** absent up to the number of credits standing in the **teacher's** sick leave credit account.

**11.03** The following items are not chargeable to the sick leave credit account and shall not constitute grounds for deduction of salary and allowances.

- (a) Quarantine. Any teacher who because of exposure to communicable disease is quarantined or otherwise prevented by the Medical Health Authorities from being present for duty,
- (b) Approved school business or conventions.
- (c) Days school is closed by proclamation or by order of the Medical Health Office.
- (d) When satisfying Armed Forces medical requirements.
- (e) When writing examinations for professional advancement in work for which employed, or to be employed.
- (f) A teacher is entitled to salary notwithstanding absence from duty as a witness in any court proceedings to which the teacher is not a party or one of the persons charged, provided the Board is furnished with the witness fee.
- (g) A teacher shall be allowed leave of absence without deduction of salary when required to serve on a jury, provided the Board is furnished with the jury duty fees.
- (h) Where a teacher is charged with an offence under the Highway Traffic Act, Liquor Control Act or **Criminal** Code of Canada and is required to appear in court and is acquitted of said charge, then the salary for the school time involved while appearing in court will not be deducted.

**11.04** Any teacher entering the employment of the Board shall be responsible for presenting a certified statement of transferable cumulative credits from the last previous Board. In no event shall such transferable credits exceed the maximum of **260** days sick leave credits established under this Agreement.

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

**17.01** Eligibility of a teacher for sick leave credit gratuity on retirement shall be determined

on the following basis:

(a) A Teacher ~~retiring from~~ the ~~teaching~~ profession must be eligible for a pension under the terms of the Teachers' Pension Act, have reached the age of fifty-five (55) or achieved the 90 factor and must have acquired ten years of approved teaching experience within schools in the Jurisdiction of The Wentworth County Board of Education, before becoming entitled to a Sick Leave Credit Gratuity on Retirement, or

(b) A teacher must retire from the profession by reason of ill health and must have served ten complete years of service as defined in Article 17.01 (a) to be eligible. Retirement for ill health is defined as retirement caused by some permanent disability which prevents the teacher from being employed as a teacher and is identical to the meaning ascribed in the Teachers' Pension Act.

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

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

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

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

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

(c) If a teacher dies in service, payment of a gratuity computed on the same basis as the Sick Leave Credit Gratuity on Retirement shall be made to such beneficiary as legally designated in writing by the employee. In the absence of such designation, such payment shall be made to, the employee's estate.

(d) The Board shall have the right to withhold payment of the Sick Leave Credit Gratuity on retirement in the case of any teacher who is discharged or caused to resign

with just cause. The provisions of this paragraph shall in no way limit the teacher's rights to challenge this discharge or resignation under the provisions of Article XXX of this Agreement.

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

#### ARTICLE XXVII - STAFFING

**27.01 (a)** It is agreed that the Pupil Teacher Ratio (**P.T.R**) will not exceed **16.96** to **1**.

(b) For purposes of determining the **P.T.R**, a Teacher shall mean the number of full-time equivalent Teachers, **Principals**, and **Vice-Principals** assigned on a daily basis to the Secondary Schools of Wentworth County.

(c) Not to be included in **P.T.R**. calculation but to form part of the total staff **will** be the following:

1 Principal of Continuing and Community Education  
Such other staff as the Board may approve from time to time.

One **sixth (1/6)** of a Teacher assigned to Special Education programs for every forty-eight (**48**) students of the total secondary school student enrolment. If as a result of the September **30** enrolment, additional Special Education staff is required, such staff shall be added **effective** the first day of the second semester.

(d) For the term of this Agreement the complement of coordinators and consultants shall be no less than that provided for on September **1, 1996**. Should any downsizing of **O.S.S.T.F.** coordinators or consultants occur from June **1995** to September **1, 1996**, then a number of positions equal to the downsizing shall be added to the staffing complement generated by Article **27.01** and the **PTR figure** in Article **27.01** shall be adjusted accordingly.

**27.02** The staff of each school shall include:

- (a) one Principal,
- (b) one Vice-Principal, and in schools where the enrolment exceeds **1,200**, there shall be two Vice-Principals.
- (c) each school will be staffed by a qualified Teacher-Librarian (included in **PTR**).
- (d) There shall be no less than the equivalent of one qualified Guidance Counsellor for every **350** students.

Pupil Teacher Contacts

**(e)** Pupil-Teacher Contacts (P.T.C.)

Within **15** days of the beginning of the semester the maximum **P.T.C.'s** shall be as below:

<u>Subject Area</u>	<u>P.T.C.</u>
General Level Science, Math., History, Geography and French	<b>153</b>
English	<b>153</b>
Science Advanced	<b>168</b>
Other Advanced	<b>184</b>
Other General	<b>165</b>
Technical Studies	<b>135</b>
Family Studies	<b>147</b>
Industrial Arts (grade 9 only)	<b>141</b>
Drafting	<b>147</b>
Basic Level	<b>104</b>
<b>Phys. Ed.</b>	<b>168</b>
<b>OAC'S</b>	<b>168</b>
W-Level (except in subject areas where the maximum <b>PTC</b> is lower)	<b>153</b>

The semestered **P.T.C.** shall not exceed **55%** of the maximum **P.T.C. in** one semester and **45%** in the other, using **the** enrolments as of **15** days after the **beginning** of the semester.

The maximum **P.T.C.** shall be calculated **proportionately** to the number of classes taught and to the number taught in each area.

When calculating the maximum allowed **P.T.C.'s** for a Teacher teaching a class which contains more than one course, the allowed **P.T.C.** (for that class) shall be an average of applicable maximums for the courses being taught.

**(f)** In special circumstances, a Teacher may be assigned Pupil-Teacher Contacts up to five percent (**5%**) in excess of the foregoing **P.T.C.** figures.

**(g)** No Teacher shall have more than one **Basic** Level class with more than **20** students among the classes assigned to that Teacher.