

AGREEMENT

Between

THE HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD

and

THE ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (O.E.C.T.A.)

September 1, 1998 - August 31, 2000

AGREEMENT

B E T W E E N

THE HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called "The Board")
- and -

The Ontario English Catholic Teachers Association incorporating the ELEMENTARY TEACHERS employed
by the Hamilton-Wentworth Catholic District School Board,
(hereinafter called "O.E.C.T.A.")

WHEREAS it is the common goal of the Board and O.E.C.T.A. to provide the best possible Catholic
Education for the children of this community;

AND WHEREAS to achieve that common goal it is essential that the Board

and O.E.C.T.A. maintain the harmonious relationship which exists between them;

IT IS THE DESIRE of the Board and O.E.C.T.A. to set forth in this Agreement the Salaries, Allowances, and
certain of the conditions of employment contained herein, which apply to the Teachers and the Board.

To improve communications and understanding between the parties, meetings between O.E.C.T.A. and the
Trustees will be scheduled to occur in October and February. The Unit representatives will consist of the
President and four other representatives as designated by the Hamilton-Wentworth Unit. The Board
representatives will consist of the Chairperson of the Board, the Vice-Chairperson of the Board, two other
Trustees and the Director of Education or his/her designate.

The agendas for these Committee meetings will be jointly set by the Board Chairperson and the Unit
President. Within two (2) weeks, the parties will exchange a written report on the proceedings of the
previous meeting.

ARTICLE 1: RECOGNITION

1.01 The Board recognizes O.E.C.T.A. as the exclusive bargaining agent for all Teachers described at S.277.3(1)1 of the Education Act (1998) who are members of the Local Bargaining Unit.

1.02 This Agreement shall be deemed to form part of the contract of employment between the Board and each Teacher who is a member of O.E.C.T.A.

ARTICLE 11: DURATION AND RENEWAL

2.01 This Agreement shall have effect from September 1, 1998 up to and including August 31, 2000 and from year to year thereafter, unless either party gives to the other party notice in writing during the month of January in the year of its termination that it desires to negotiate with a view of renewal of this agreement with or without modification.

2.02 The Parties shall meet within 15 calendar days from the giving of notice, and shall negotiate in good faith and make every effort to arrive at an agreement.

2.03 The Parties may at any time upon mutual agreement negotiate revisions of this Agreement. Any such revisions mutually agreed upon shall become effective from such date as shall be mutually agreed upon by the Parties.

ARTICLE III: MANAGEMENT RIGHTS

3.01 Save and except to the extent specifically modified or curtailed by any provision of this agreement the right to manage the business of the Board and its schools is vested solely and exclusively, without limitation, in the Board and its management.

3.02 Each Teacher shall have the right to consult his/her official personal file held by the Board in its Central, Supervisory File during normal business hours. These personal files shall include all portfolios held by the Board containing any information about an individual Teacher. The Teacher, upon request, will be provided with a photocopy of any contents so desired. Costs will be 25 cents per copy. A minimum of 48 hours notice, excluding weekends and holidays, must be given for the request.

3.03 No Teacher shall be disciplined, demoted, or discharged, except for just cause.

3.04 The Board shall make available to the Local Bargaining unit information such as the qualifications, experience, benefits, scattergrams and information required to assist the parties in negotiating a collective agreement, within 60 working days of the request being made.

ARTICLE IV: PLACEMENT

- 4.01 a) A Teacher shall be placed in a category as per the Qualifications Evaluation Council of Ontario, Programme 3, June 1975.
- b) The Board reserves the right to request Q.E.C.O. to review the Teacher's Q.E.C.O. placement according to the terms of Q.E.C.O. Programme 3, June 1975 within 60 days of the receipt of the Q.E.C.O. rating by the Administrator of Human Resources.
- 4.02 a) Each Teacher's initial placement shall be in Level A until he/she submits a Q.E.C.O. certificate to the Administrator of Human Resources.
- b) Each Teacher new to the Board with a degree shall be placed in Level AI until he/she submits a Q.E.C.O. certificate to the Administrator of Human Resources.
- 4.03 a) i - A Teacher who before the beginning of the school year has met all the conditions required for a higher category placement is entitled to an adjustment in salary as of September 1st of that school year.
- ii - If qualifications are acquired between September 1st and December 31st of a school year, a Teacher who has met all the conditions required for a higher category placement is entitled to an adjustment in salary as of January 1st of that school year.
- iii - Such request for adjustments must be submitted to the Administrator of Human Resources no later than December 31st, if applicable to a September 1st adjustment, or March 31st, if applicable to a January 1st adjustment.
- iv - An official form stating that the Teacher has applied to Q.E.C.O. for a category adjustment must be filed with the Administrator of Human Resources prior to the above stated dates. This form would meet the requirement for adjustment as stated above.
- b) Such adjustments are to be made from September 1st or January 1st as applicable in that school year when the documents are received by the Administrator of Human Resources.
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- 4.04 Qualifications cannot be used twice: qualifications used to improve category placement cannot also be used as an extra degree.

ARTICLE V: INTERPRETATIONS AND PROCEDURES

5.01 a) The payment of Teachers, salaries will be 1/26th of the annual salary. Payment will commence on the first teaching Thursday in September and continue at two week intervals. The unpaid balance will be paid on the last teaching day of June or within two weeks of leaving the employ of the Board, whichever is the earlier.

If the Teacher does not commence duties on September 1st, the biweekly payment will be calculated by dividing the total salary that will be earned by the number of pay periods to the end of August.

If a Teacher terminates employment prior to the end of the school year, the Teacher will receive the remainder of the salary earned to the date of termination on the next following pay date.

There will be 9 pays from September 1st to December 31st. There will be 17 pays from January 1st to June 30th.

b) Each Teacher will have his/her net pay deposited on the above schedule into his/her choice of one account in one of the following - a Bank, Credit Union, or Trust Company.

5.02 For purposes of calculating a day's salary under this agreement, the amount shall be equal to:
[1 / # legal school days in that year] x the teacher's salary in that year

5.03 a) The Board shall grant interest free advance(s) to Teachers for the purpose of tuition fees provided that:

1) proof of registration in a university or ministry of Education and Training Level Course be supplied, and
2) commencing January 1, 1996 that the advance(s) does not exceed \$2,100 in a calendar year

b) Failure to provide proof of registration within 30 days of receipt of the advance may result in the total amount of the advance being recovered from subsequent pay cheques.

5.04 Although the Board has the sole right to create or designate anew position to be filled by any Teacher who comes within the scope of this Agreement, it is agreed that any allowance for such position shall be arrived at through negotiation with O.E.C.T.A. The Board will advise O.E.C.T.A. of the establishment of the positions referred to above, in writing, within ten (10) calendar days prior to the commencement of advertising.

5.05 When the Director of Education or designated Superintendent has designated a Teacher to carry on the duties of a position for which a responsibility allowance or salary is paid, and that Teacher discharges these duties, he/she shall be paid according to qualifications, experience and responsibility. Such payment shall be retroactive to the date of assuming the responsibility of the position.

5.06 No Teacher shall hold more than one position for which there is a paid responsibility allowance.

5.07 No Teacher shall receive a decrease in basic salary because of the implementation of this agreement.

5.08 No Teacher who is paid a basic salary plus a responsibility allowance and who receives a promotion shall receive a decrease in gross salary.

5.09 Teachers shall be placed, initially, within a salary grid, having regard to the following factors:

a) Each year of successful teaching or each half-year (5 full months) for which a Teacher has held a valid teaching certificate shall count for a year or half-year of experience.

b) Previous years of successful teaching experience or previous half-years of successful teaching experience (5 full months) with other Boards for which a Teacher has held a valid teaching certificate shall be recognized to the maximum in each level.

- c) Teachers who are certified to teach in Ontario and who taught on Letters of Permission prior to becoming certified shall be entitled to count a year of experience for each year of experience on a Letter of Permission which was granted by the Ministry of Education and Training in Ontario recognized fully for salary purposes.
- d) The recognition of experience, as set out above, on the salary scale shall not entitle any teacher to pierce the maximum of any category.

5.10 In determining "years of experience,, or "years of teaching experience, in this article, with this Board, the following shall apply:

- a) i) Where a full time Teacher has completed six full time successful teaching months in a year, but has not completed the full year, the Teacher shall be entitled no one occasion only to count such "short year" as one year's experience, unless the reason for other "short years" areas a result of pregnancy leave in which case they shall count.
- ii) Where a half-time Teacher has completed six half-time successful teaching months in a school year, but has not completed the full year, the Teacher shall be entitled no one occasion only to count such "short year" as one half year's experience, unless the reason for other "short year" are a result of pregnancy leave in which case they shall count.
- b) Where a Teacher has had part years of successful service, consisting of less than six months, with the Board, such part years may be accumulated to a total of ten months at which point the Teacher shall qualify for one year of experience.
- c) Teachers who are employed to teach a half day or half week schedule for ten months of the teaching year shall be granted a half year of experience.
Teachers who are employed to teach a full schedule for five months of the teaching year shall be granted a half year of experience for that teaching year.

5.11 Years of experience already recognized as at September 1 shall continue to be fully recognized.

5.12 When a Teacher is initially placed within a salary grid, upon being employed by the Board, the Board will make an allowance for such related trade or recognized business experience which is relevant to the subject to be taught by the Teacher. It is understood that such allowance will not entitle the Teacher to pierce the maximum of any category.

5.13 Recognition for years of experience shall be granted effective September 1st only, subject to the approval of the Director of Education or designated Superintendent and the terms of the Agreement.

5.14 The Board reserves the right to withhold a part or all of an annual increment, if a Teacher's services are proven unsatisfactory.

5.15 Where a conflict appears between this Agreement and a provision of an Act or Regulation, the provision of the Act or Regulation prevails.

5.16 Successful casual supply teaching with this Board shall be recognized as teaching experience. Effective from September 1, 1991, 190 teaching days shall constitute one year of experience. Effective from September 1, 1991, 95 teaching days shall constitute one-half year of experience.

- 5.17 a) Effective from September 1, 1998, when a Teacher is appointed to a position of responsibility, the initial term shall not exceed two (2) years.
- b) After the completion of the initial term the Teacher shall be:
 - i) confirmed in the position or
 - ii) promoted or

iii) returned to his/her former position or its equivalent.

c) The determination under (b) above shall be at the discretion of the Board. It is further understood that if the Teacher is returned or requests to return to his/her former position under (b)iii) above, it will be with no loss of seniority in that position.

ARTICLE VIA: LEAVES OF ABSENCE

6A.01 Cumulative Sick Leave

a) Cumulative Sick Leave Allowance

On September 1st each year each Teacher will be credited with a 20 day sick leave allowance.

b) Method of Accumulation

All of the unused portion of the Sick Leave Allowance shall be credited to the Teacher's sick leave credit balance at the close of each year.

c) If the Sick Leave Allowance has been exhausted in any given year, the Teacher's sick leave credit balance will then be debited for any further absences.

d) Effective from September 1, 1992, the maximum accumulation in the sick leave credit balance is not to exceed 260 days at any one time.

e) Where a Teacher commences employment after September 1st in any year, the Cumulative Sick Leave Allowance of twenty days shall be calculated on a prorated basis.

f) Where a Teacher terminates employment prior to the end of June in any year, the Cumulative Sick Leave Allowance of twenty days shall be calculated on a prorated basis.

g) Teachers appointed on a part-time basis shall be included under this Plan and shall be entitled to cumulative sick leave benefits. The benefits will be calculated on the percentage of time worked.

6A.02 a) Absences with Deduction from Sick Leave Credit

i - A Teacher who is absent on account of personal illness, may be required to have his/her illness certified to by a physician or a licentiate of Dental Surgery as provided in the Education Act.

ii - Deductions shall be made from the Teacher's sick leave credit for the number of days absent because of personal illness.

b) When a Teacher's sick leave credit is exhausted, pay deductions shall be made for each additional day's

absence. The Teacher may request that these deductions be taken from any accumulated hold back pay.

c) By the end of the fall term, the Board shall furnish each Teacher with a statement of sick leave credit balance as of June 30th in the applicable year.

6A.03 Teachers who are receiving Long Term Disability Benefits or who have been placed on leaves of absence (Articles 6A.01 unpaid leave, 6A.06 Plan B, 6A.10, 6A.11, 6A.12, 6A.13, 6A.14) will not be eligible for the Cumulative Sick Leave Allowance.

6A.04 Where a Teacher is absent due to illness and the accumulated sick leave credit is exhausted, the Board will continue to pay the fringe benefit premiums as long as that employee is in the Board's employ.

6A.05 Sick leave credits accumulated in the service of Boards that have an approved cumulative sick leave plan will be recognized to the maximum of 260 days.

6A.06 Pregnancy/Parental Leave

a) Teachers who are eligible for pregnancy and/or parental leave under the Employment Standards Act in connection with the birth or adoption of a child, shall be given adequate pregnancy and/or parental leave in accordance with the following provisions:

i - The Teacher shall choose one of the following plans:

Plan A or Plan B.

- Any change in choice of plans shall be arrived at only by mutual consent of said Teacher and the Board.

- The Teacher should apply to the Administrator of Human Resources for pregnancy and parental leave by the 5th month of pregnancy.

A Teacher who intends to apply for parental leave, in connection with an adoption or birth of a child will make every effort to advise the Administrator of Human Resources at least three months in advance of the proposed commencement date of the leave.

iv Upon expiration of a Teacher's pregnancy and/or parental leave according to the terms of Plan A, the Teacher shall return to the position the employee most recently held with the employer, if it still exists, or to a comparable position.

v While on pregnancy/parental leave, a Teacher may accumulate seniority recognition.

vi By June 30th, a Teacher who is returning from pregnancy and/or parental leave will be informed of his/her placement for the following school year when the leave will extend beyond the school year in which it commenced.

vii Advance notification of at least three months shall be given to the Board of the intent to adopt, on the understanding that it may be necessary for the Teacher to commence leave immediately the child becomes available. The same conditions and restrictions that apply to pregnancy/parental leave also apply for the purpose of adoption.

viii Effective September 1, 1991 the Board shall maintain its contribution to the monthly premiums as defined in Article VII: Benefits during the first seventeen weeks of approved pregnancy leave and the first eighteen weeks of approved parental leave.

For Teachers employed on less than a full-time contract and who are eligible and choose to participate, the Board will prorate the percentage of its contribution towards the cost of the monthly premiums as defined in Article VII: Benefits during the first seventeen weeks

of approved pregnancy leave and during the first eighteen weeks of approved parental leave.

ix The Board shall provide a Supplemental Employment Benefit (S.E.B.) Plan as described in Appendix "B", to Teachers on Pregnancy/Adoption leave.

x Teachers returning from Plan A Pregnancy/Adoption leave, shall be exempt from being transferred from their home school in their year of returning, except for special circumstances as determined by the Administrator of Human Resources.

b) PLAN A

Plan A will consist of the Employment Standards Act as amended from time to time.

c) Plan B

a) Leave upon request shall be granted for up to two years. A Teacher may be granted upon request, a one year extension if requested prior to April 1st of the year scheduled to return.

b) If possible, leave shall be requested to coincide with the legal contract year.

c) A Teacher may return any time, but should not expect to resume duties at any time other than September 1st or January 1st, or in the case of a semestered school at the beginning of the semester.

d) A Teacher should leave when her pregnancy is impairing her function as a Teacher subject to the discretion of her principal or immediate supervisor.

e) Leave should be requested early, to give the Board ample time to obtain a replacement.

f) A Teacher returning from leave of absence must notify the Board three months prior to the end of the term immediately preceding the term in which a Teacher plans to return.

6A.07 a) A Teacher shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days within 7 consecutive calendar days for the purpose of attending a funeral in the immediate family. The immediate family shall be defined as spouse, parent, child, brother, sister, guardian or a person who stands in loco parentis.

b) A Teacher shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of three days for the purpose of attending or arranging a funeral for a father-in-law, mother-in-law, daughter-in-law, sister-in-law, son-in-law, brother-in-law, grandparent, or grandchild.

- c) i) A leave of absence of a full or partial day with pay and no deduction of sick leave credit, may be granted for the purpose of attending the funeral of a person other than those persons mentioned in (a) and (b) above.
- ii) Request for such leave should be submitted to the Director of Education or designate for approval at least one day in advance.
- d) Under unusual circumstances, leave for compassionate reasons may be granted without loss of salary by the Director of Education or designate. Such additional leave shall be deducted from the Teacher's sick leave.

6A.08 Other Leaves

- a) Each Teacher shall be allowed leave of absence when required for the purpose of jury service or when summoned in any proceedings to which he/she is not a party or one of the persons charged.
- b) A Teacher may be granted time for the purpose of taking examinations to further his/her professional development, provided that the absence has been authorized by the Director of Education or designate.
- c) Application for leave for the above purpose should be made in writing at least one month in advance, if possible, to the Director of Education or designate.

6A.09 Leaves - Principals and vice-Principals

- a) The Board may assign to a Teacher, a member of the bargaining unit, the duties of a Principal or Vice-Principal on an acting basis for a temporary period of up to thirty (30) consecutive instructional days, to cover the temporary absence of a Principal or vice-Principal.
- b) In special circumstances, the time limit of thirty (30) consecutive instructional days may be extended by mutual agreement between the Director of Education and the President of the Hamilton-Wentworth Unit.
- c) The Teacher assigned to an acting position will continue to remain as a member of the unit and will continue to be provided with all of the rights and privileges, including dues deduction, of the collective agreement during the period of acting assignment.
- d) It is agreed that any Teacher, as a member of the Hamilton-Wentworth Unit, who is assigned duties of a Principal/Vice-Principal shall not participate in the evaluation of another member.

6A.10 Leaves for Approved Studies in Education

A Teacher may be granted leave for approved professional purposes, provided that the leave has been approved by the Director of Education.

- i) The Board may at its discretion grant leave(s) of absence, for approved studies in Education. The Board will maintain as its priority leaves of absence for approved studies in Religious Education. However, all other applications will be considered.
- ii) While on leave the Teacher shall receive 85% of the salary he/she would receive if still teaching for the Board. In any one year, the second and subsequent Teachers on leave for approved studies in education shall receive up to 85% of the salary he/she would receive if still teaching for the Board.
- iii) A Teacher who is granted this leave will give the Board an understanding in writing to return to duty following the expiration of this leave. The Teacher shall not resign or retire from service with the Board granting the leave, for a period of at least three years after resuming duty, unless by mutual agreement between the Board and the Teacher.
- iv) Studies undertaken during this leave may be used to increase salary but no recognition for teaching experience will be granted for the time involved in the leave of absence.

- 6A.11 a) A one year leave of absence without pay for personal reasons, beginning on September 1st, shall be given to any Teacher who gives notice of the leave before February 28th of the year of the leave, subject to the Board's right to limit the number of leaves in any one school year to 10. Teachers will be allowed to return to staff only at the conclusion of a full year's leave.
if the Teacher requests an earlier return to staff, it

must be with the consent of the Board and be subject to the availability of a suitable teaching position as determined by the Board.

- b) A leave of absence without pay may be given at any time to any Teacher for varying lengths of time providing there is mutual consent on the part of the Teacher and the Board.
- c) The Teacher will be allowed to continue his/her fringe benefits during the term of the leave at his/her expense.

6A.12 The Board shall grant, upon request, up to a maximum of 10 half-time leaves of absence without pay for personal reasons in each school year. After the first year of leave, upon the Teacher's request, the Board shall return the Teacher to a full-time position. The Teacher shall send written notification of his/her desire to return to a full-time position by March 30th of the year of the leave.

- 6A.13 a) Where a Teacher is a candidate for a public office, at any level, he/she shall be granted, upon request, leave of absence up to one month without pay for the purpose of conducting a campaign.
- b) If elected to a full time public office, the Teacher shall be granted, upon request, leave of absence without pay.

6A.14 A Teacher may be granted two days leave per year by the Director of Education or designate for urgent personal reasons. This absence will be deducted from the Teacher's sick leave account.

6A.15 A male Teacher shall be permitted absence with pay for a period of up to a maximum of three (3) days for the birth or adoption of his child with no deduction from the sick leave credit.

6A.16 PRESIDENT'S LEAVE

Release time as requested by the local executive of O.E.C.T.A., Hamilton-Wentworth shall be granted without prejudice, loss of position, salary and benefits, or seniority to the President of the unit.

- a) The President of OECTA, Hamilton-Wentworth Unit, shall be released by the Board on a full time basis.

The salary for the position of President and all benefits are to be paid by the Board to the Teacher with the OECTA Hamilton-Wentworth Unit reimbursing the Board for one hundred percent (100%) of the Board's total cost of the Teacher and without limiting the generality of the foregoing total cost to include all salary and benefits, as determined by the Unit membership.

- b) A Teacher will be released at any time as requested by the Unit Executive to be Unit President. The Board may require up to one (1) month's notice to release the Teacher from school related duties.
- c) Each full year of his/her term as President will be counted as a full teaching year of experience.

6A.17 The Chief Negotiator of the Local Collective Bargaining Committee (L.C.B.C.) shall be granted release time upon request, without loss of position, seniority, salary or benefits, for negotiations at the local level. The salary, applicable allowances and all benefits are to be paid by the Board to the Teacher with the O.E.C.T.A. Hamilton-Wentworth Unit reimbursing the Board for the cost of the salary, applicable allowances and benefits for the Teacher in proportion to the release time.

6A.18 Teachers designated by the President shall be released up to a total of twenty (20) days to attend Unit-related activities at the Local level within each school year. The Unit will reimburse the Board for a supply teacher's daily rate of pay when a supply teacher is required and assigned by the Board. This Article does not apply to release time pursuant to collective agreement negotiations under the Labour Relations Act.

6A.19 Leaves from Positions of Responsibility

The Board may, upon request, grant a leave of absence from his/her position of responsibility to Teachers under the following conditions:

- i - During the leave, the Teacher may assume a teaching position and, if so, be paid according to the Teacher's salary grid.
- ii - The leave shall be for a period of one year only.
- iii - The leave shall commence only on September 1.
- iv - Request for this leave shall be submitted to the Administrator of Human Resources by February 28th or as mutually agreed between the Teacher and the Board prior to the commencement of the leave.
- v - The Teacher will resume that position of responsibility which he/she left or an equivalent position on the September 1st following the leave.
- vi - The Board may limit the number of these leaves in a year.
- vii - Positions eligible for this leave are:-
 - Consultant
 - Assistant to the Principal- Teacher-Librarian
 - Special Education Teacher
- viii - The leave may be extended by the mutual agreement of the Teacher and the Board.

6A.20 If a Teacher leaves a position of responsibility to participate in a Principal Intern Programme, he/she will be allowed to return to that former position without loss of seniority in that position.

ARTICLE VIB: UNION SECURITY

6B.01 Dues Deduction

- i) The Board agrees to deduct from the salary of each Teacher in the bargaining unit a specified amount equivalent to the annual fee or percentage payable by the Teacher to OECTA.
- ii) For the purpose of this article, the -annual fee- shall have the same meaning as under section 47(2) of the Labour Relations Act.
- iii) OECTA shall notify the Board of its annual fee and any changes thereto from time to time.
- iv) Such fees will be deducted on a monthly basis in equal amounts. The monthly deductions hereunder shall be payable to OECTA on or before the 5th day of the month immediately following the month of the deduction. All such payments shall be remitted to the General Secretary of OECTA at 65 St. Clair Avenue East, 4th Floor, Toronto, Ontario M4T 2Y8.
- v) The Board agrees to deduct from the Teacher's salary and remit to the local unit any local assessments or fees which have been levied by the local unit which shall notify the Board of such assessments or fees.
- vi) O.E.C.T.A. shall indemnify and save the Board harmless against any claim or liability arising out of the application of this article.

ARTICLE VII: BENEFITS

7.01 i) Commencing the first of the month following ratification of this agreement the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.

ii) Commencing September 1, 1999 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Life Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.

7.02 a) i) Commencing August 31, 1998, the Board will contribute 95% of the cost of the monthly premiums in effect on September 1, 1998 towards the coverage of each eligible employee who elects to be covered under the current group life insurance plan, for term insurance coverage in one of the three following amounts, as elected at the option of the Teacher:

\$15,000, \$40,000 or \$100,000.

ii) Commencing September 1, 1999, the Board will contribute 95% of the cost of the monthly premiums in effect on September 1, 1999 towards the coverage of each eligible employee who elects to be covered under the current group life insurance plan, for term insurance coverage in one of the three following amounts, as elected at the option of the Teacher:

\$15,000, \$40,000 or \$100,000.

b) Any eligible Teacher on staff, excepting occasional Teachers, may elect, at his/her option, to participate in additional insurance to a maximum of \$100,000, where available, as provided for under the group life insurance plan, provided that the Teacher is responsible for paying all premiums for this optional insurance. It is understood that the carrier will only make available such additional insurance coverage where it has decided that there is sufficient Teacher participation to warrant provision of such additional coverage.

7.03 a) i) Commencing the first of the month following ratification of this agreement the Board will contribute 100% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Medi-Pak Plan for eligible Teachers who elect to participate in the plan.

ii) Commencing September 1, 1999 the Board will contribute 100% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Medi-Pak Plan for eligible Teachers who elect to participate in the plan.

b) There shall be a \$25.00 annual deductible before benefits can be claimed.

c) i) Commencing the first of the month following the ratification of the agreement the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1998 for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.

ii) Commencing September 1, 1999 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1999 for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.

7.04 i) Commencing August 31, 1998, the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 1998 for the Dental Plan for eligible Teachers who elect to participate in the plan as amended as at January 1, 1985.

ii) Commencing September 1, 1999, the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 1999 for the Dental Plan for eligible Teachers who elect to participate in the plan as amended as at January 1, 1985.

7.05 a) The Teachers will contribute 100% towards the cost of the premiums for the Long Term Disability Plan for all eligible Teachers.

b) The Teachers will contribute 100% towards the cost of the premiums for a cost-of-living rider for up to 5% as defined in the carrier's long term disability plan. The 5% cost-of-living rider as implemented on September 1, 1989.

7.06 a) For Teachers employed on less than a full time contract in the Catholic Schools of Hamilton-Wentworth and who are eligible and choose to participate, the Board will prorate the percentage of its contribution towards the cost of the monthly premiums for the plans detailed in Article VII indirect proportion to the time worked during the school year.

b) The above clause will not apply to part-time Teachers in the employ of the Board as at December 31st, 1981.

7.07 The Board may at any time substitute another carrier, provided that the benefits conferred thereby are not in total decreased, provided that the Unit Executive be given prior consultation with an agent of the carrier present.

7.08 a) Teachers who have retired from the Board may arrange continuation of any Fringe Benefits, stated above until age 65, for which he/she is eligible according to the terms of the insurance policy.

b) Effective September 1, 1991 the retired Teacher shall be allowed to carry \$25,000 term life insurance up to 65 years of age.

c) The Teacher will be responsible for the total cost of the applicable premiums.

7.09 Teachers on leave without pay may elect to maintain their participation in any or all of the above insurance plans by making arrangements 30 days prior to the commencement of the leave to pay the Board the full cost of the applicable premiums. This is subject to the eligibility requirements of the insurance plan as established by the carrier.

7.10 Workers' Safety Insurance Board

For absences covered by Workers' Safety Insurance, the Teacher shall receive his/her regular pay from the Board. The Board shall claim all W.S.I.B. reimbursement cheques.

7.11 Retirement Gratuity

a) The Board shall grant a retirement gratuity to: any Teacher who qualifies for a pension according to the Ontario Teachers Pension Plan and has taught a minimum of twenty (20) years in schools within this Board's jurisdiction.

b) The above mentioned retirement gratuity shall be computed in the following manner:

[50% of the unused credit / 200] x last year's salary

to a maximum of \$7,500.00

NOTE: No Teacher shall receive a gratuity of an amount greater than 50% of the salary received by the Teacher during his/her last year of employment with this Board.

c) The Retirement Gratuity shall be paid in total in the month of termination of employment.

d) In the event of the death of a Teacher, the amount due to the Teacher under the plan will be paid to the deceased's estate.

7.12 The Board will provide to the Hamilton-Wentworth Unit, on an annual basis, confirmation of the revised benefit premium costs.

ARTICLE VIII: TRAVEL ALLOWANCE

8.01 a) Commencing September 1, 1998 a Teacher travelling on authorized Board business will receive 28 cents per kilometre for actual mileage.

b) Where applicable, the Board will issue a letter to a Teacher before February 28th, stating that the Teacher's automobile is used on a regular basis for travelling on official Board business.

NOTE: The mileage should be calculated using the "Home School,, as the point of origin, then calculating the actual mileage to the second school, and finally, the mileage from the second school to the "Home School". Mileage to and from your school and home is not allowable. All mileage must be approved by the appropriate Board official.

8.02 Each school will be provided with an annual allowance which will be used by the Principal to reimburse Teachers who use their automobiles as a result of their involvement in extracurricular activities. This allowance shall be calculated in the following manner:

- i) Total number of full time equivalent students as at October 31 x 1.30 = Annual Allowance
- ii) No school shall receive less than \$250 as an annual allowance.

ARTICLE IX: TEACHERS' TABLE OF SALARIES

9.01 a) i) Salary Grid in effect from September 1, 1998 to August 31, 1999

YRS.EXP.	CAT. A	CAT. AI	CAT. A2	CAT. A3	CAT. A4
0	\$27,373	\$31,163	\$32,868	\$35,418	\$37,402
1	28,364	32,868	34,709	37,546	39,669
2	29,027	34,563	36,551	39,669	41,941
3	31,004	36,299	38,393	41,796	44,206
4	32,975	37,964	40,236	43,924	46,479
5	34,947	39,793	42,080	46,056	48,745
6	36,918	41,792	43,924	48,183	51,015
7	38,963	43,574	45,769	50,307	53,279
8	41,182	46,443	47,646	52,432	55,547
9	43,002	48,461	49,471	54,556	57,823
10	46,620	50,503	51,539	56,687	60,092
11	48,459	52,816	55,269	62,586	66,617

ii) Salary Grid in effect from September 1, 1999 to August 30, 2000

YRS.EXP.	CAT. A	CAT. AI	CAT. A2	CAT. A3	CAT. A4
0	\$27,510	\$31,318	\$33,033	\$35,595	\$37,589
1	28,506	33,033	34,882	37,733	39,867
2	29,173	34,736	36,734	39,867	42,151
3	31,159	36,481	38,585	42,005	44,427
4	33,140	38,154	40,438	44,144	46,712
5	35,122	39,992	42,290	46,286	48,988
6	37,102	42,001	44,144	48,424	51,270
7	39,158	43,792	45,998	50,559	53,545
8	41,388	46,675	47,884	52,694	55,825
9	43,217	48,703	49,718	54,829	58,112
10	46,853	50,756	51,797	56,971	60,392
11	48,701	53,080	55,546	62,899	66,950

iii) Salary Grid in effect August 31, 2000

YRS.EXP.	CAT. A	CAT. AI	CAT. A2	CAT. A3	CAT. A4
0	\$27,647	\$31,475	\$33,198	\$35,773	\$37,777
1	28,648	33,198	35,057	37,922	40,066
2	29,318	34,910	36,917	40,066	42,362
3	31,315	36,663	38,778	42,215	44,649
4	33,306	38,344	40,640	44,364	46,945
5	35,297	40,192	42,501	46,518	49,233
6	37,288	42,211	44,364	48,666	51,527
7	39,353	44,011	46,228	50,811	53,813
8	41,595	46,908	48,123	52,958	56,104
9	43,433	48,947	49,967	55,103	58,402
10	47,087	51,009	52,056	57,256	60,694
11	48,945	53,345	55,823	63,213	67,284

b) Commencing September 1, 1998 for each postgraduate degree not used for placement on the grid, the Teacher will be paid an annual sum of \$750. The maximum of any category may only be pierced by one postgraduate degree allowance. A postgraduate degree shall be defined as a degree above the bachelor's level and shall include a master's degree and a doctorate degree.

c) Years of related trade or business experience will be recognized at the rate of \$400 per year.

9.02 SUPERVISORY AND RESPONSIBILITY ALLOWANCES TABLE OF SALARIES

In addition to their placement on the Teachers, Table of Salaries based on their individual qualifications and

recognized experience the following annual allowance will be paid:

Sept. 1/ 9 8 Sept.1/99 - August

- Aug.31/99 Aug.30/2000 31/2000

(1) Consultants	\$5008	\$5033	\$5058
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(2) Special Education

a) central resource staff	1159	1165	1171
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b) in-school resource staff	1159	1165	1171
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(3) Principal's	\$20.00	\$20.00	\$20.00
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Designate	per day	per day	per day
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The total allowance paid shall not exceed \$400 in any one school during a school year.

(4) Elem. Principal	1993	2003	2013 Intern
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(5) Assistant to	1993	2003	2013 Principal
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(6) Teacher Librarian	1159	1165	1171
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ARTICLE X: CONDITIONS OF EMPLOYMENT

- 10.01 a) i) The Board will provide each full time classroom Teacher with a minimum of 200 minutes per week for the purpose of preparation and planning time subject to clause "b".
- ii) Part time classroom Teachers employed to teach a minimum of half time but not more than full-time shall be subject to article 10.01 a) i) above on a pro rated basis.
- b) Preparation time entitlement in a week shall be reduced on a pro rata basis in the event the week is shortened or if there is a statutory holiday or a professional development day.

10.02 a) i) Effective from September 1, 1998 the Board shall organize the schools in accordance with the following provisions:

i) No class shall exceed the following maximum size except as provided under subparagraph 3 hereof.

- Early Childhood - 22 pupils
- Combined E.C.E./K - 22 pupils
- Kindergarten - 24 pupils
- Grade 1 - 2 - 28 pupils
- Grade 3 - 30 pupils
- Grade 4 - 6 - 32 pupils
- Grade 7 - 8 - 32 pupils

ii) Special Education programmes shall be staffed in accordance with Ontario Regulations.

2) Effective from September 1, 1998 the system average class size by division shall not exceed the following:

- Early Childhood) -
- Kindergarten) - 20.0 pupils
- Primary - 24.0 pupils
- Junior - 29.4 pupils
- Intermediate - 29.4 pupils

System average class size for ECE/K shall be determined by:

Total number of students

Number of sessions / System average class size for the Primary, Junior, intermediate divisions shall be arrived at by:

Total number of students in the division

Total number of full-time equivalent teachers in the division

3) Effective from September 1, 1998 the maximum class sizes may be exceeded where:

- a) the Principal determines that it would be in the interest of the school to increase a class size, and
- b) there are no more than 25 classes across the school system on October 31st, in excess of its Current Operational School Staffing Practice.

4) i) Effective October 31, 1998 the Board will employ sufficient Teachers to ensure that the system wide Pupil-Teacher Ratio (P.T.R.) shall not exceed 18.56:1.

ii) The Pupil-Teacher Ratio will be calculated as follows:

Total number of F.T.E. Students/Total number of F.T.E. Teachers = System P.T.R.

Teacher and student counts shall be as of October 31st in any given year.

In the calculation of F.T.E. Teachers, it shall include all and only members of the Local Bargaining Unit.

Teachers on leave of absence including Long Term Disability and secondment, shall not be included.

Occasional Teachers employed to replace such Teachers shall be included in the calculation.

10.03 The Board will review all classes in excess of its current operational School Staffing Practice with a representative of the Local Bargaining Unit in mid-November and mid-February.

10.04 In schools where pupils stay for lunch, the Board will provide the school with paraprofessionals for supervision during the lunch period.

10.05 The Principals will ensure in the organization of their schools that Teachers are provided with 40 continuous minutes at lunch, free from the supervision of students.

ARTICLE XI: JOB POSTING

11.01 a) For the purposes of this Job Posting Article, the following positions shall be advertised internally in October, with the pools of eligible candidates established by the end of December, in order to maintain the pool complements of regular or acting appointments for the following calendar year:

- Special Education - In-School Resource
- Special Education - Central Resource Staff
- Special Education - System Program
- Teacher Librarian
- Assistant to the Principal
- Computer Lab Teacher
- Teacher of French as a Second Language

b) The following positions will be advertised internally:

- Consultant
- Elementary Principal Intern

These positions will be advertised internally a minimum of five (5) teaching days prior to any external advertising.

An advertisement shall refer to one job title at a time.

c) Method of Application of Above:

1. That from the applications received, a list or pool of up to ten (10) acceptable candidates be established by the Human Resources Department.
2. That in the case of unexpected illness, sudden emergencies and special circumstances, it will be the decision of the Human Resources Department within fifteen (15) working days of the absence, to determine the timeline for filling the positions from the list or pool.
3. That additions to the list or roster may be made by reposting if and when the list or pool is exhausted.
4. That these acting or temporary appointments will continue to be limited to the academic school year for which the appointments were made.
5. Effective with the establishment of the Elementary Pool for the period commencing January 1, 1992, eligible candidates shall be appointed to the pool for a period of three (3) years from their initial appointment to the pools.

11.02 When a new teaching position is created by the Board for which a responsibility allowance is designated, the position will be advertised internally. A minimum of five (5) teaching days later, external advertising may begin.

11.03 All advertised positions shall state minimum qualifications, a job description, and the applicable responsibility allowance for the positions concerned. Only Teachers with at least the minimum qualifications will be considered for an interview.

11.04 A vacant position will be filled within four (4) months of the advertisement of the position.

11.05 All positions in summer school, night school, and ministerial courses under the Board's jurisdiction will be advertised. Such advertising will be done internally a minimum of five (5) teaching days prior to external advertising.

11.06 The Board acknowledges that when hiring of new staff is required 50% of the new hirings in a given school year will be from the current part-time Teachers who have requested consideration for full time status. If sufficient numbers of part-time staff do not apply to the Board for full time status, then the Board can fill the required vacancies from other applicants.

ARTICLE XII: TRANSFERS

12.01 Requests by Teachers for transfer from one school to the another shall be in writing to the Administrator of Human Resources (USING THE FORM PROVIDED) as per the timelines contained in the Teacher Transfer Procedures, 1994 and as revised annually by mutual agreement.

The request should indicate the reason for the desired transfer and an indication of the new assignment requested.

Requests by Teachers for transfer will be considered in light of the overall needs of the pupils as well as the needs of the Teacher.

12.02 Requests by Principals for the transfer of a staff member shall be in writing to the Administrator of Human Resources and a copy sent to the Teacher on or before March 31st of the year the transfer is requested.

12.03 The following procedure will be followed for all transfers:

- a) decision on transfers will be made as early as possible,
- b) notification, in writing, setting forth details of the transfer will be given,
- c) a Teacher being transferred will be given, upon request, an opportunity to discuss the transfer with the Superintendent within ten days of the receipt of the notice.

12.04 When a Teacher is transferred by administrative transfer, the Superintendent will consult with the Teacher before making the transfer.

ARTICLE XIII: STRIKE OR LOCKOUT

13.01 There shall be no strike or lockout during the term of this Agreement or of any renewal of this agreement.

ARTICLE XIV: PROBATIONARY PERIOD

14.01 For the initial two years of employment with the Board under this agreement, a Teacher will be on probation.

ARTICLE XV: STAFF REDUCTION: REDUNDANCY

15.01 The following procedures will be used when a reduction of staff holding positions of responsibility or teaching staff is necessary and in the following order:

a) Redundancy procedure from positions of responsibility:

The redundancy process to be followed by those losing positions of responsibility is as follows, in descending order of priority from i) to iii):

- i) seniority in the position
- ii) seniority in this Board
- iii) seniority as a Teacher

Staff who are declared redundant from a position of responsibility will have the right to return to the position previously held. If this process results in a further redundancy, the process will be repeated, with the redundant person being deemed to be the most senior in the position they have returned to in regards to a) above.

Staff who are declared redundant from a position of responsibility will be offered the first opening in this position for a period up to four years after their redundancies are declared. Where more than one redundancy occurs in a position in the same period, new positions will be filled in reverse order of a) above.

Staff who are declared redundant from a position of responsibility will continue to receive their current responsibility allowance until such time as either:

- 1) They are re-appointed (or promoted to a more responsible position) or
- 2) The salary grid payable in the new position matches their combined salary and responsibility allowance income in their last year in the position made redundant.

b) Redundancy procedures for other positions:

- 1) normal attrition
- 2) Teachers on probation
- 3) other Teachers in reverse order of seniority.

i - When seniority is the same, the following, as determined by the Board, in order, shall be the next determinants:

job performance, teaching experience with this Board, total teaching experience and teaching qualifications.

c) Notwithstanding the foregoing:

A Teacher who would otherwise be declared redundant under Article 15.01 shall not be declared redundant where no available Teacher with the qualifications remains to teach the subjects which had been taught by the Teacher.

Without restricting the generality of the above, Byzantine Rite Teachers, teaching at Byzantine Rite Schools, shall not be declared redundant where no available Teacher with the qualifications remains to teach in their respective schools.

15.02 Where the Board has terminated the employment of a Teacher as a result of staff reductions, it shall, when making new appointments to staff, first offer positions to those Teachers whose contracts were terminated because of staff reduction in reverse order of their leaving, provided that the Teacher is qualified to fill the opening available at that time.

15.03 Teachers, whose employment had been terminated according to this Article, upon their reinstatement shall retain earned seniority and cumulative sick leave credits, provided that the Teacher is reinstated within a 36 month period following termination.

15.04 To be considered for employment as defined in Article 15.03, the Teacher concerned must file with the Administrator of Human Resources, a letter stating the Teacher's availability and a current address where that Teacher may be reached.

15.05 Where the Board determines that casual supply teaching is available, it will offer such casual supply teaching justly to a Teacher who has been declared redundant, subject to the qualifications of the Teacher and the needs of the Board.

15.06 The terms of 15.02 and 15.03 will not apply to any Teacher, who accepts employment other than casual employment with any other Board.

15.07 The seniority list of all Teachers shall be sent to the Local Bargaining Unit by October 31st. The seniority list shall be the only list used by the Board and its Teachers.

15.08 a) For the purpose of this agreement a Teacher's seniority shall mean the length of continuous membership in the local bargaining unit from the most recent date of hiring.

b) A Teacher's seniority shall not include any period of time when he/she was on:

- i) layoff
 - ii) strike,
 - iii) a leave of absence when elected to a full time public office as per Article 6A.13.
- Upon return from any of i) through iii) above, an employee's seniority would recommence from the seniority credit that was in effect on his/her last date of employment.

d) A Teacher's seniority shall include any period of time when he/she was on leave of absence for situations listed below:

- i) a Teacher granted leave of absence for missionary leave or while working with agencies such as the Department of National Defense or while on exchange with another school board
- ii) approved studies in Education, as per Article 6A.10
- iii) a Teacher on Pregnancy/Parental Leave - Plan A
- iv) a Teacher on Pregnancy/Parental Leave - Plan B
- v) a Teacher on jury duty
- vi) a Teacher on compassionate or bereavement leave
- vii) a Teacher on Association-related business
- viii) Board approved secondments

e) A loss of seniority shall be deemed to have occurred, and the Teacher's employment finally terminated, if any Teacher employed by the Board

- i - quits,
- ii - is discharged and is not reinstated,
- iii - is laid off for at least 36 consecutive months,
- iv - fails, following a layoff, to notify the Board within 7 days of the Board sending him/her a notice to return to work of his/her acceptance of the assignment,

f) No more than 1 year may be counted for any September 1st to August 31st period.

g) A Teacher's seniority shall be as set out on the seniority list published under Article 15.07.

15.09 if either an elementary or a secondary Teacher is transferred between either section the Teacher's seniority as defined in Article XV will be transferred and be applicable to the redundancy provisions contained in the agreement to which the Teacher is transferred.

16.01 It is the mutual desire of the Teachers and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, and final settlement of the grievance.

16.02 A grievance under this Agreement shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of the agreement.

16.03 i - At all formal steps a grievance, to be acceptable under this Agreement, shall:

- a) be in writing,
- b) specify the article(s) allegedly violated
- c) contain a precise statement of the facts relied upon
- d) indicate the redress sought,
- e) be sent by registered mail or delivered in person,
- f) not be subject to change after submission.

ii - At all stages or steps a Teacher may be accompanied by a representative of the Local Bargaining Unit.

16.04 Time limits specified in the Grievance Procedure are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

16.05 The grievance shall be presented in writing to the Administrator of Human Resources within thirty (30) working days from the time the circumstances, upon which the grievance is based, were known to the grievor.

16.06 Complaints and Grievances shall be settled in the following manner and sequence:

INFORMAL STAGE

- A) A Teacher with a complaint or grievance would be advised that he/she should first discuss the matter with the appropriate official of the Board in an endeavour to resolve the complaint or grievance in an informal manner before a written grievance is submitted.
- B) The Board's official shall reply, verbally, within five (5) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Board Official, the complaint shall then become a grievance and may be processed to Step 1.

STEP ONE

- a) Failing satisfaction with the reply above, then within five (5) working days of the receipt of the reply, the grievance shall be submitted in person or by registered mail, to the Administrator of Human Resources.
- b) The Administrator of Human Resources shall reply, in writing, by registered mail or by personal delivery, within five (5) working days of the receipt of the grievance.
- c) If after the reception of the written reply as per Step One the Teacher(s) wishes to process his/her claim further he/she must submit, in writing, his/her request through a Committee formulated and designated by the Unit Executive to the Administrator of Human Resources within five (5) working days.

STEP TWO

- a) The Administrator of Human Resources shall arrange for the Teacher(s) to meet with the Director of Education to review his/her grievance.
- b) The Teacher shall take the matter up with the Director of Education by submitting a concise statement of the facts complained of and the redress sought.
- c) This meeting shall be held within five (5) teaching days of receipt of the letter of grievance.

- d) The Director of Education or designate shall provide his answer, in writing, within five (5) teaching days of the meeting.
- e) if the decision is not rejected within ten (10) working days, it shall be binding on both parties. Prior to proceeding to arbitration, both parties to the agreement agree that they will request grievance mediation only by mutual consent.
- f) In the event that the party that originated the grievance fails to get a satisfactory reply, he/she may refer the matter to arbitration.

16.07 Direct Grievances arising directly between the Board and the O.E.C.T.A., instead of following the procedures set out above in this Article, may be submitted in writing by registered mail or personal delivery within thirty-five (35) working days after the party becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint. The parties agree to meet without delay in an attempt to settle the grievance. in the event that the parties are unable to settle such grievance within fifteen (15) working days after submission, as required above, then the party to whom the grievance was delivered shall reply in writing, by registered mail or personal delivery, to such grievance within a further five (5) working days.

16.08 A Grievance which has exhausted the procedure set out in this Article without being resolved, may be referred to an arbitrator or Board of Arbitration under the procedures of Article XVII of this Agreement.

16.09 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined by the Ministry of Education and Training.

ARTICLE XVII: ARBITRATION

- 17.01 When a difference arises between the parties from the interpretation, application, administration or alleged violation of the agreement, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party, in writing, of its desire to submit the difference or allegation to arbitration.
- 17.02 A single arbitrator will be appointed from the list of arbitrators agreed upon between the parties.
- 17.03 By mutual agreement of the parties, a tripartite Board of Arbitration can be used. In such cases the party submitting a grievance for arbitration shall notify the other party of their appointee to an arbitration board.
- 17.04 The recipient of the notice shall within five (5) 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.
- 17.05 Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson.
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- 17.06 If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the ministry of Labour upon the request of either party.
- 17.07 Both parties of this agreement concur that the Chairperson appointed by the ministry of Labour should be a Roman Catholic Separate School Supporter having no direct or indirect pecuniary interest in the parties.
- 17.08 The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.
- 17.09 The decision of a majority is the decision of the arbitration board, but, if there is no majority, the decision of the chairperson governs.
- 17.10 The arbitrator or arbitration board, as the case may be, shall not by his/her or its decision add to, delete from, modify or otherwise amend the provisions of this agreement.
- 17.11 The initial notice requesting submission of the grievance to an arbitrator or board of arbitration shall be delivered not later than ten (10) working days after the time limited for exhaustion of the applicable procedure contained in Article XVI in this agreement.
- 17.12 Any notice required under this Article shall be in writing by registered mail or personal delivery to the parties at the irrespective mailing address.
- 17.13 Each party may be represented at the arbitration by a representative of its choice.
- 17.14 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson or single arbitrator.

17.15 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

17.16 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined by the Ministry of Education and Training.
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IN WITNESS WHEREOF the Board and Teachers have caused this Agreement to be signed in their respective names by their duly authorized

representatives as of this of at Hamilton, Ontario.

Signed on behalf of the Hamilton-Wentworth Catholic District School Board

Director of Education and Chairperson of the Board Secretary of the Board

Signed on behalf of O.E.C.T.A.

O.E.C.T.A. President - Hamilton-Wentworth Unit, O.E.C.T.A.

Chairperson, Local Collective Bargaining Committee

APPENDIX "A" - CONTINUING EDUCATION

The following terms are the collective agreement provisions applying to

Continuing Education Teachers as defined in the Education Amendment Act, 1989.

1. "Continuing Education Teacher" means a Teacher employed to teach a continuing education course or class established in accordance with the regulations for which a valid certificate of qualifications or a letter of standing is required by the regulations.
2. It is agreed that the employment of the Continuing Education Teacher is conclusively deemed to have been terminated by mutual agreement of the Board and the Teacher upon the completion of the course or program which the Teacher was employed to teach or on the date of the cancellation of the program which the Teacher was employed to teach.
3. The hourly rate of pay set out in this Agreement is based only on scheduled classroom teaching hours. However, the payment to the Teacher based on such hours is payment also for the performance by the Teacher of duties related to his/her teaching functions such as marking, evaluation, completing reports, student interviews, preparation and all such other activities necessarily relate to the effective teaching of pupils.
4. The grievance and arbitration procedures are those as set out in Articles XVI and XVII of the collective agreement.
5. Other than as set out in this Appendix, the terms and conditions of this collective agreement shall not be applicable to Continuing Education Teachers, Summer and Evening School Principals.
6. HOURLY RATES
 - a) Summer School continuing education Teachers excluding St. Charles Adult Continuing Education Centres.
July 1/96\$26.45
7. If required by the Employment Standards Act the above noted hourly rates are deemed to include vacation and statutory holiday pay.

APPENDIX ""B" - SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB) PLAN FOR

THE HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD

1. The purpose of this Plan is to supplement the employment insurance benefits received by the employee for temporary unemployment caused by pregnancy or adoption leaves effective from the date the Plan is approved and registered by Employment and Immigration Canada., with application to be submitted upon ratification of this agreement. Payment made under this Plan must be financed by the Board and the Board shall maintain separate accounts of such payments in accordance with the Regulations.
2. This Plan covers employees of the Board who are members of the Hamilton-Wentworth Unit of O.E.C.T.A.
3. The following conditions and requirements by the Board and applicable E.I. Regulations will govern the receipt or non-receipt of SEB Benefits:
 - a) An employee must be eligible to receive pregnancy or adoption benefits from E.I.C.
 - b) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period.
 - c) Employees must apply for employment insurance benefits before SEE becomes payable.
 - d) Employees disentitled or disqualified from receiving E.I.C. benefits are not eligible for S.E.B.
 - e) Employees have no vested right to payments made under the Plan except to payments during a period of unemployment specified in the Plan.
 - f) The maximum entitlement under this Plan to payments during a period of unemployment shall be limited to the two week waiting period under E.I. Regulations.
 - g) The benefit level paid under this Plan is set at a weekly rate equal to the percentage of the employee's weekly insurable earnings payable under E.I. regulations. It is understood that, in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings. As further clarification, the weekly supplementary benefit for the two (2) week waiting period shall be equal to the weekly benefit received by the Teacher under E.I.C.
4. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan in accordance with the Regulations.

Any changes to this Plan as agreed to by the Board and the Hamilton-Wentworth Unit of O.E.C.T.A. shall be communicated by the Board to the Canada Employment and Immigration Commission within thirty days of the effective date of any such change in accordance with the Regulations.

LETTER OF INFORMATION

Notwithstanding any other provision of this agreement, it is agreed that the provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic and Protestant Separate School Boards under the British North America Act, 1867 and the Constitution Act, 1982.

LETTER OF INFORMATION - #2

The following is being stated only for the information of the Teachers. When the Board appoints an Assistant to the Principal its normal staffing

guideline is:

Assistants to the Principals will be appointed in all schools:

- a) where there is no Vice-Principal
- b) where there is no Elementary Principal intern
- c) where the enrolment is greater than 200 pupils as at October 31st.

LETTER OF INFORMATION - #3

GUIDELINES FOR OCCUPATIONAL HEALTH AND SAFETY

1. a) No Teacher shall be discharged, penalized or disciplined in any way for refusing to perform any duties or work in any area or to operate any equipment or use any substance where he/she believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a fellow employee, a student or the public, or where it would be contrary to the applicable federal, provincial, or municipal health and safety legislation or regulations. There shall be no loss of pay or benefits during the period of refusal. No Teacher shall be ordered to operate any equipment or use any substance which another Teacher has refused until the matter is investigated and satisfactorily settled.
b) No Teacher shall be discharged, penalized or disciplined in anyway for making a complaint relating to health and safety.
2. A joint health and safety committee shall be established composed of at least eight persons, with at least one half of the committee consisting of Teachers who shall be elected by the Local Bargaining Unit.
3. it is the function of the committee and each committee member has the power to:
 - a) identify and investigate unsafe or unhealthy conditions that maybe a source of danger or hazard in the schools or workplace.
 - b) receive accident reports on members of the Local Bargaining Unit including those not resulting in injury or lost time.
 - c) obtain information from the-Board pertaining to health and safety including all data pertaining to potentially hazardous and toxic substances that are used in schools.
 - d) make recommendations to the Board for the improvement of health and safety.
4. The Board agrees to implement all recommendations made by a majority of the committee and subject to the committee a timeline for implementation.
5. The committee shall meet at least once a month, or more often if deemed necessary by a majority of the committee. A committee member is entitled to such time from work as is necessary to attend meetings of the committee and to carry out inspections. Time spent on such duties shall be deemed to be time worked.

6. The members of the committee who represent the Local Bargaining unit shall designate one or more such persons to inspect work places. Such members shall have the opportunity for inspections at least once a month or on a greater number of occasions should a majority of the committee approve. The Board shall afford these members such information and assistance as may be required for the purposes of carrying out these inspections.

LETTER OF INTENT - #4

The Board will provide to the members of the Hamilton-Wentworth Unit of O.E.C.T.A., copies of the Collective Agreement. The copies of the Agreement will be provided within 90 days of the ratification of this agreement.

LETTER OF UNDERSTANDING

It is the mutual understanding and the agreement between the parties regarding the application of Article 10.01 of the Collective Agreement re: Preparation and Planning time, that the concept of BANKING missed Preparation and Planning time in regular scheduled blocks of time is supported.

The parties agree that the guidelines for Preparation and Planning time, as developed by joint committee in 1992, shall remain in effect for the duration of this Collective Agreement.

LETTER OF UNDERSTANDING - #6

The Unit agrees that effective from September 1, 1996 the E.I. rebate will be retained by the Board.

LETTER OF UNDERSTANDING - #7

The parties acknowledge that combined Grades 2/3 and 3/4 classes shall be counted for class loading purposes at the higher level where the majority of students are at that level.

LETTER OF UNDERSTANDING - #8

This letter shall confirm the mutual understanding and agreement reached between the parties that the Board will continue to provide the Junior Kindergarten (B.C.E.) Program. If the Board were to decide to discontinue the Junior Kindergarten program (E.C.E.) The Pupil Teacher Ratio - P.T.R. as provided in Article 10.02 would revert to 18.1:1.

LETTER OF UNDERSTANDING - #9

This letter shall confirm the mutual understanding and agreement reached between the parties that in consideration of the Board's option to initiate an alternate full day E.C.E. and Kindergarten program, the supervision of students over the students lunch period will be covered through the use of Lunch time Supervisors employed by the Board.

LETTER OF UNDERSTANDING - #10

This letter shall confirm the mutual understanding and agreement between the parties that the Board shall continue to use certified teaching staff in the system as per existing practice.

LETTER OF UNDERSTANDING

In recognition of the terms and conditions contained in this collective agreement between the parties, the Board will guarantee that members of the Hamilton-Wentworth Unit of O.E.C.T.A. currently employed under contract as at June 30, 1996, including probationary contracts effective from September 1, 1994 with the Board, shall continue to be employed during the life of this agreement, subject to the continuation of existing student population of 16,072.5 FTE, and the Board's right to review and act upon probationary teacher contracts during the probationary period, in accordance with the Education Act and Regulations. In the event that the student population drops below 16,072.5 FTE students, resulting redundancy of staff as provided pursuant to Article XV shall be limited to one full-time equivalent teacher for every twenty pupils.

Further, it is agreed that during the life of this agreement, if the redundancy procedure should be applied in the event of a drop in the student population as detailed above, the teacher on probationary contract, whose contract was terminated as a result of the above noted student population decline, shall have right to reinstatement, provided that such teacher is reinstated within a 24 month period following termination, and upon their reinstatement shall retain earned seniority and cumulative sick leave credits. During this reinstatement period, when making new appointments to staff, the Board shall first offer positions to those probationary teachers whose contracts were terminated because of a staff reduction in reverse order of their leaving, provided that the teacher is qualified to fill the opening available at that time, or has completed the qualifications prior to the commencement of the assignment.

September 29, 1998. File Code: H15

Ms. Patt Kwiatkowski, President Hamilton-Wentworth Unit, O. E. C. T. A., 98 Bigwin Road, Unit 3, Box 29, Hamilton, Ontario. L8W 3R4

Dear Ms. Kwiatkowski:

RE: SUPPLY TEACHER ALLOCATION

This letter will confirm the matters discussed between the parties during negotiations, regarding the provisions of Supply Teacher Allocation within the elementary schools of the Hamilton-Wentworth Catholic District School Board.

The main elements of the Board's policy regarding the determination of the allocation of Supply Teacher Days for the Schools and the system are as follows:

1. That the number of Supply Teacher Days allocated for each eligible classroom Teacher in the Elementary schools will be five (5) days. This per school allocation will be used to provide coverage for short-time casual absences. Unused days will be allocated to the school per pupil budget or the unused supply teaching days can be carried over and added to the school allocation for the next school year.
2. That short-term casual absences be defined as those of three (3) days or less.
3. That Elementary schools which have a half-time Librarian and/or a half-time Special Education Teacher be provided with an additional allocation of 2.5 Supply Teacher Days for each of these positions.
4. That a central fund of 600 Supply Teacher Days be established and available to the Superintendents of Schools to be dispersed to schools that experience unique demands on their allocated days.