

A G R E E M E N T

Between

HAMILTON-WENTWORTH
CATHOLIC DISTRICT SCHOOL BOARD

and

THE ONTARIO ENGLISH CATHOLIC TEACHERS
ASSOCIATION (O.E.C.T.A.)
HAMILTON-WENTWORTH UNIT

September 1, 2008 - August 31, 2012

11263 (05)

AGREEMENT

B E T W E E N

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.

The Hamilton Wentworth Catholic District School Board and the Hamilton-Wentworth Unit (OECTA Bargaining Unit) are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

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ARTICLE I: 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 II: DURATION AND RENEWAL

- 2.01 This Agreement shall have effect from **September 1, 2008** up to and including **August 31, 2012** 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 personnel file held by the Board in its Central Supervisory File during normal business hours. This personnel file 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. 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 50 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 5
- 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 5, 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 newly **hired** to the Board with a degree shall be placed in Level A1 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.
- c) **Upon receipt of such documents from a teacher, confirmation of category placement shall be provided via e-mail from the Administrator of Human Resources.**
- 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 bi-weekly 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:

$$\frac{1}{\text{no. of legal school days in that year}} \times \text{the teacher's salary in that year including any responsibility allowance if applicable}$$

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

i) proof of registration in a University or Ministry of Education and Training Level Course be supplied, and

ii) effective September 1, 2002, the advance(s) does not exceed \$3,000 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 a new position to be filled by any Teacher who comes within the scope of this Agreement, it is agreed that an allowance, if any, for such position(s) shall be arrived at through negotiation with O.E.C.T.A. The Board shall 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 position being posted.

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 Teachers shall be placed, initially, within a salary grid, having regard to the following factors:
- a) Each year of 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 teaching experience or previous half-years of 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.
- 5.09 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 teaching months in a year, but has not completed the full year, the Teacher shall be entitled on one occasion only to count such "short year" as one year's experience, unless the reason for other "short years" are as a result of pregnancy leave in which case they shall count.
 - ii) Where a half-time Teacher has completed six half-time teaching months in a school year, but has not completed the full year, the Teacher shall be entitled on 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 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.

- 5.10 Years of experience already recognized as at September 1 shall continue to be fully recognized.
- 5.11 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.
- 5.12 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.
- 5.13 Where a conflict appears between this Agreement and a provision of an Act or Regulation, the provision of the Act or Regulation prevails.
- 5.14 Casual **occasional** teaching **days and the days generated by Long Term Occasional Teacher assignments** 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.

- 5.15
 - a) **Effective September 1, 2008** when a Teacher is appointed to **the** position of **Consultant**, the initial term shall not exceed **four (4)** years.
 - b) After the completion of the initial term **in the position** the Teacher shall be:
 - i) confirmed in the position
or
 - ii) 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)ii) 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 of 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.

- h) In compliance with the Regulations and the Board's continued eligibility for the E.I. Premium Reduction Program, a minimum of one (1) day per month (10 days per year) sick leave credit as outlined in section (a) above, shall be reserved solely for personal illness and other statutory leave provisions.

- 6A.02 a) **Absences with Deduction from Sick Leave Credit**
- i) A Teacher who is absent on account of personal illness or quarantine, 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 of the **preceding school** 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.06B**, 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 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 Teacher who provides medical documentation of an inability to work as related to the birthing process may access her sick leave credits to a maximum of six (6) weeks.

- a) **Pregnancy and/or parental leave for eligible teachers shall be provided in accordance with the Employment Standards Act as amended from time to time.**

- i) 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.

- ii) Upon expiration of a Teacher's pregnancy and/or parental leave the Teacher shall return to the position the employee most recently held with the employer, if it still exists, or to a comparable position.
- iii) A Teacher on pregnancy leave shall accumulate a maximum of seventeen (17) weeks of seniority recognition. A Teacher on parental leave shall accumulate a maximum of thirty-five (35) weeks of seniority recognition pursuant to the **Employment Standards Act**.
- iv) 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.
- v) 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 **when** the child becomes available. The same conditions and restrictions that apply to pregnancy/parental leave also apply for the purpose of adoption.
- vi) The Board shall maintain its contribution to the monthly premiums as defined in Article VII: Benefits during the first seventeen (17) weeks of approved pregnancy leave and the first thirty-five (35) weeks of approved parental leave pursuant to the **Employment Standards Act**. For Teachers employed less than a fulltime contract and who are eligible and choose to participate, the Board will pro-rate the percentage of its contribution towards the cost of the monthly premiums as defined in Article VII: Benefits during the first seventeen (17) weeks of approved pregnancy leave and during the first thirty-five (35) weeks of approved parental leave.
- vii) The Board shall provide a Supplemental Employment Benefit (S.E.B.) Plan as described in **sub-clause c herein**, to Teachers on Pregnancy/Parental leave.

Any changes to this Plan as agreed to by the Board and the Hamilton-Wentworth Unit of OECTA shall be communicated by the Board to **Service Canada** within thirty days of the effective date of any such change in accordance with the Regulations.

- viii) Teachers returning from **the statutory provisions of** Pregnancy/Parental leave, shall be exempt from being transferred from their **assigned** school in their year of returning, except for special circumstances as determined by the Administrator of Human Resources.

- b)
 - i) **A teacher on the pregnancy and parental leave provision of the Employment Standards Act shall, upon written notice, be granted a further leave of absence for up to one (1) year on a full time or part time basis. The teacher shall give notice to the Board, in writing prior to April 1st of the year in which the statutory provisions of the employment Standards Act are to end.**
 - ii) A Teacher returning from leave of absence must notify the Board **one** month prior to the end of the term immediately preceding the term in which a Teacher plans to return.
 - iii) **Upon expiration of the extended leave identified above, the Teacher shall be guaranteed a position within the system for which they are qualified.**

c) **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 parental leaves effective from the date the Plan is approved and registered by **Service 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:
 - i) **A teacher** must be eligible to receive pregnancy or adoption benefits from E.I.C.
 - ii) Payment will not be made for any week in the waiting period, which falls outside the Teacher's normal employment period.
 - iii) **Teachers** must apply for employment insurance benefits before SEB becomes payable.
 - iv) **Teachers** disentitled or disqualified from receiving E.I.C. benefits are not eligible for S.E.B.
 - v) **Teachers** have no vested right to payments made under the Plan except to payments during a period of unemployment specified in the Plan.

- vi) 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.C. Regulations.
 - vii) The benefit level paid under this Plan is set at a weekly rate equal to the percentage of the **teacher's** weekly insurable earnings payable under E.I.C. regulations. It is understood that, in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by **teachers** will not exceed 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.
 5. 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 **Service Canada** within thirty days of the effective date of any such change in accordance with the Regulations.

6A.07

Other Leaves

Bereavement Leave

- 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. The discretion and consideration of requests for compassionate leave shall continue to be provided in compliance with the requirements of the Employment Insurance Regulations.

6A.08

- 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 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.10

- 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 **twenty (20)**. **The Board shall respond to such requests, in writing to the teacher by no later than March 31.** Teachers will be allowed to

return to **work** only at the conclusion of a full year's leave. **Subsequent requests for an additional one-year leave beyond the initial year shall be considered, with the total leave duration not exceeding two (2) consecutive years.**

If the Teacher requests an earlier return to **work**, 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 shall be allowed to continue his/her benefits during the term of the leave at his/her expense.

6A.11 The Board shall grant, upon request, up to a maximum of **fifteen (15)** half-time leaves of absence without pay for personal reasons in each school year. **Requests for such leave shall be received by no later than February 28 of the year of the leave. The Board shall respond to such requests, in writing to the teacher by no later than March 31.** After the first year of leave the Board shall return the Teacher to a full-time position. **Subsequent requests for an additional one-year leave beyond the initial year shall be considered, with the total leave duration not exceeding two (2) consecutive years.**

- 6A.12
- 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.13 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. Such leave shall not be taken prior to or following a scheduled break in the school year.

- 6A.14
- (a) A male Teacher shall be permitted absence with pay for a period of up to a maximum of five (5) days for the birth or adoption of his child with no deduction from the sick leave credit. Any such leave shall be requested and taken within **four (4) calendar months** of the birth of the child. **Such days are not required to be consecutive.**
 - (b) A Teacher shall be permitted absence with pay for a period of up to a maximum of five (5) days for the adoption of his or her child with no deduction from the sick leave credit. Any such leave shall be requested and taken within **four (4) calendar months** of the adoption of the child. **Such days are not required to be consecutive.**

6A.15

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.
- d) In the event that the Association President is unable to complete the term of office, the Unit may appoint another Teacher as Interim President.

The Board shall grant a leave to the Teacher named by the Association as Interim President during the period of the appointment.

6A.16

The Chief Negotiator of the Local Collective Bargaining Committee (L.C.B.C.) shall be granted release time upon request without prejudice, 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.17

Leaves: Association Business

Upon request of the Hamilton-Wentworth Unit, OECTA, to the Director of Education, a Teacher shall be released from his/her duties to perform official Association/Federation business without loss of pay or sick leave credits or benefits, provided that the Hamilton-Wentworth Unit, OECTA, reimburses the Board for the salary of the Occasional Teacher assigned, if required to replace the Teacher. Such leaves shall not exceed two (2) consecutive days unless mutually agreeable to the Director of Education and the Hamilton-Wentworth Unit, OECTA. This Article does not apply to release time pursuant to collective agreement negotiations under the Labour Relations Act.

6A.18

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.19

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 shall 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. **The Board shall provide to the local bargaining unit, on a monthly basis, in electronic format, a list of the bargaining unit members from whom deductions were made and the total deductions made.**

- 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 September 1, 2008 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 2007 for the Great-West Life Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.**

Commencing **January 1, 2009**, the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2008** for the Great-West Life Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.

- ii) Commencing **September 1, 2009**, the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2009** for the Great-West Life Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.
- iii) Commencing **September 1, 2010**, the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2010** for the Great-West Life Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.
- iv) Commencing **September 1, 2011**, the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2011** for the Great-West Life Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.

- 7.02 a) i) **Commencing September 1, 2008, the Board will contribute 95% of the cost of the monthly premiums in effect on September 1, 2007 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 **January 1, 2009**, the Board will contribute 95% of the cost of the monthly premiums in effect on **September 1, 2008** 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.

- iii) Commencing **September 1, 2009**, the Board will contribute 95% of the cost of the monthly premiums in effect on **September 1, 2009** 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.
- iv) Commencing **September 1, 2010**, the Board will contribute 95% of the 1st of the monthly premiums in effect on **September 1, 2010** 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.
- v) Commencing **September 1, 2011**, the Board will contribute 95% of the cost of the monthly premiums in effect on **September 1, 2011** 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 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 September 1, 2008, the Board will contribute 100% towards the cost of the monthly premiums in effect on September 1, 2007 for the Great-West Life Medi-Pak Plan for eligible Teachers Who elect to participate in the plan.**
 - ii) Commencing **January 1, 2009**, the Board will contribute 100% towards the cost of the monthly premiums in effect on **September 1, 2008** for the Great-West Life Medi-Pak Plan for eligible Teachers who elect to participate in the plan.
 - iii) Commencing **September 1, 2009**, the Board will contribute 100% towards the cost of the monthly premiums in effect on **September 1, 2009** for the Great-West Life Medi-Pak Plan for eligible Teachers who elect to participate in the plan.
 - iv) Commencing **September 1, 2010**, the Board will contribute 100% towards the cost of the monthly premiums in effect on **September 1, 2010** for the Great-West Life Medi-Pak Plan for eligible Teachers who elect to participate in the plan.

v) Commencing **September 1, 2011**, the Board will contribute 100% towards the cost of the monthly premiums in effect on **September 1, 2011** for the Great-West Life Medi-Pak Plan for eligible Teachers who elect to participate in the plan.

vi) The annual maximum reimbursement limit for paramedical services, is \$350.

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

b) i) **Commencing September 1, 2008, the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 2007 for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.**

ii) Commencing **January 1, 2009**, the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2008** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.

iii) Commencing **September 1, 2009**, the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2009** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.

iv) Commencing **September 1, 2010**, the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2010** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.

v) Commencing **September 1, 2011**, the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2011** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.

7.04 a) i) **Commencing September 1, 2008, the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 2007 for the Dental Plan for eligible Teachers who elect to participate in the plan as amended as at January 1, 1985.**

ii) Commencing **January 1, 2009**, the Board will contribute 80% towards the cost of the monthly premiums in effect on **September 1, 2008** for the Dental Plan for eligible Teachers who elect to participate in the plan as amended as at January 1, 1985.

- iii) **Commencing September 1, 2008, the Board will contribute 50% towards the cost of the monthly premiums in effect for September 1, 2007 for orthodontic services for active eligible Teachers who have dependents/family coverage. The plan will reimburse a claimant 50% of the cost of the insured services for dependents with benefits limited to a lifetime maximum of \$2500.00 per person.**
- iv) Commencing **January 1, 2009**, the Board will contribute 50% towards the cost of the monthly premiums in effect for **September 1, 2008** for orthodontic services for active eligible Teachers who have dependents/family coverage. The plan will reimburse a claimant 50% of the cost of the insured services for dependents with benefits limited to a lifetime maximum of \$2500.00 per person.
- b)
 - i) Commencing **September 1, 2009**, the Board will contribute 80% towards the cost of the monthly premiums in effect on **September 1, 2009** 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, 2009**, the Board will contribute 50% towards the cost of the monthly premiums in effect for **September 1, 2009** for orthodontic services for active eligible Teachers who have dependents/family coverage. The plan will reimburse a claimant 50% of the cost of the insured services for dependents with benefits limited to a lifetime maximum of \$2500.00 per person.
- c)
 - i) **Commencing January 1, 2010 the Board will contribute 90% towards the cost of the monthly premiums in effect on September 1, 2009 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, 2010**, the Board will contribute **90%** towards the cost of the monthly premiums in effect on **September 1, 2010** for the Dental Plan for eligible Teachers who elect to participate in the plan as amended as at January 1, 1985.
 - iii) Commencing **September 1, 2010**, the Board will contribute 50% towards the cost of the monthly premiums in effect for **September 1, 2010** for orthodontic services for active eligible Teachers who have dependents/family coverage. The plan will reimburse a claimant 50% of the cost of the insured services for dependents with benefits limited to a lifetime maximum of \$2500.00 per person.
- d)
 - i) Commencing **September 1, 2011**, the Board will contribute **90%** towards the cost of the monthly premiums in effect on **September 1, 2011** 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, 2011**, the Board will contribute 50% towards the cost of the monthly premiums in effect for **September 1, 2011** for orthodontic services for active eligible Teachers who have dependents/family coverage. The plan will reimburse a claimant 50% of the cost of the insured services for dependents with benefits limited to a lifetime maximum of \$2500.00 per person.
- 7.05 a) The Teachers shall contribute 100% towards the cost of the premiums for the Long Term Disability Plan for all eligible Teachers.
- b) The Teachers shall contribute 100% towards the cost of the premiums for a cost-of-living rider as defined in the carrier's long term disability plan. The cost-of-living rider was implemented on September 1, 1989.
- 7.06 For Teachers employed less than full time and who are eligible and choose to participate, the Board shall prorate the percentage of its contribution towards the cost of the monthly premiums for the plans detailed in Article VII in direct proportion to the time worked during the school year.
- 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 is 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 Benefits, **described** above until age 65, **provided however that such teachers shall constitute a separate group for rating and coverage purposes. Benefit** eligibility shall be in accordance with the terms of the **applicable** insurance policy.
- b) i) Effective September 1, 1991 the retired Teacher shall be allowed to carry \$25,000 term life insurance up to 65 years of age.
- ii) Effective September 1, 2002, the retired Teacher shall be allowed to carry \$50,000 term life insurance up to 65 years of age.
- c) The **retired** Teacher will be responsible for the total cost of the applicable premiums **as outlined above.**
- 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 **with the Hamilton-Wentworth Catholic District School Board (formerly known as the Hamilton-Wentworth Roman Catholic Separate School Board)**.
- b) The above mentioned retirement gratuity shall be computed in the following manner:

$$\frac{50\% \text{ of the unused credit}}{200} \times \text{last year's salary}$$

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 shall provide to the **OECTA** Hamilton-Wentworth Unit, on an annual basis, confirmation of the revised benefit premium costs.

- 7.13
 - i) The Board shall provide for each newly hired Teacher, by September 30th, a Group Benefits Booklet that shall contain information regarding coverage under each benefit as outlined herein.
 - ii) If there is a change to Group Benefits pursuant to this agreement each Teacher shall be provided with a Group Benefits Booklet

ARTICLE VIII: TRAVEL ALLOWANCE

- 8.01 a) A Teacher travelling on authorized Board business will receive reimbursement for actual mileage (**kilometres**) at the current Board approved rate as amended from time to time.
- 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 **2.30** = Annual Allowance
- ii) No school shall receive less than **\$450** as an annual allowance.

ARTICLE IX: TEACHERS' TABLE OF SALARIES

9.01 a)

i) Salary Grid Effective September 1, 2008

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	35,576	40,508	42,724	46,040	48,618
1	36,865	42,724	45,118	48,804	51,563
2	37,727	44,928	47,512	51,563	54,520
3	40,298	47,184	49,907	54,328	57,461
4	42,859	49,347	52,302	57,095	60,419
5	45,422	51,726	54,697	59,869	63,361
6	47,983	54,324	57,095	62,631	66,314
7	50,642	56,641	59,494	65,391	69,257
8	53,525	60,370	61,933	68,155	72,203
9	55,890	62,993	64,306	70,916	75,163
10	60,593	65,645	66,993	73,686	78,113
11	62,985	68,654	71,844	81,354	86,592

ii) Salary Grid Effective September 1, 2009

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	36,643	41,723	44,006	47,421	50,077
1	37,971	44,006	46,472	50,269	53,110
2	38,859	46,275	48,937	53,110	56,156
3	41,507	48,600	51,404	55,958	59,184
4	44,145	50,828	53,871	58,808	62,231
5	46,785	53,277	56,338	61,665	65,262
6	49,422	55,954	58,808	64,510	68,304
7	52,161	58,340	61,279	67,352	71,335
8	55,131	62,181	63,791	70,200	74,369
9	57,567	64,883	66,235	73,043	77,418
10	62,411	67,614	69,003	75,897	80,457
11	64,874	70,713	73,999	83,794	89,190

iii) Salary Grid Effective September 1, 2010

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	37,743	42,975	45,326	48,844	51,579
1	39,110	45,326	47,866	51,777	54,703
2	40,024	47,664	50,405	54,703	57,840
3	42,752	50,058	52,946	57,637	60,960
4	45,469	52,353	55,488	60,572	64,098
5	48,188	54,876	58,028	63,515	67,220
6	50,905	57,633	60,572	66,445	70,353
7	53,726	60,090	63,117	69,373	73,475
8	56,785	64,047	65,705	72,306	76,600
9	59,294	66,829	68,222	75,234	79,741
10	64,283	69,643	71,073	78,174	82,870
11	66,820	72,835	76,219	86,308	91,866

iv) Salary Grid Effective September 1, 2011

Yrs. Exp.	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	38,875	44,264	46,686	50,309	53,126
1	40,283	46,686	49,302	53,330	56,344
2	41,225	49,094	51,917	56,344	59,575
3	44,034	51,560	54,534	59,366	62,789
4	46,834	53,923	57,152	62,389	66,021
5	49,634	56,522	59,769	65,420	69,237
6	52,432	59,362	62,389	68,439	72,464
7	55,338	61,893	65,011	71,454	75,679
8	58,488	65,968	67,676	74,475	78,898
9	61,072	68,834	70,269	77,491	82,133
10	66,211	71,732	73,205	80,519	85,356
11	68,825	75,020	78,505	88,897	94,622

- b) For each post-graduate degree not used for placement on the grid, the Teacher will be paid an annual sum **as set out in the following chart**. The maximum of any category may only be pierced by one post-graduate degree allowance. A post-graduate degree shall be defined as a degree above the bachelor's level and shall include a master's degree and a doctorate degree.

September 1, 2008	\$773
September 1, 2009	\$796
September 1, 2010	\$820
September 1, 2011	\$844

- c) **Effective September 1, 2008, a Teacher at the initial time of hiring shall be eligible to receive recognition of trade or business experience, directly related to their teaching assignment on the basis of two (2) full equivalent years of related trade or business work experience shall equate to one (1) year of teaching experience for the purposes of initial grid placement.**

9.02

RESPONSIBILITY ALLOWANCES

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. 1/08	Sept. 1/09	Sept. 1/10	Sept. 1/11
1) Consultant	\$6,512	\$6,707	\$6,908	\$7,115
2) Sp. Educ.				
a) Central Resource	\$1,507	\$1,552	\$1,599	\$1,647
b) In School	\$1,507	\$1,552	\$1,599	\$1,647
3) Teacher in Charge (per day)	\$20.60	\$21.22	\$21.85	\$22.51
The total allowance paid shall not exceed \$400 in any one school during a school year.				
4) Elem. Princ. Intern	\$2,590	\$2,668	\$2,748	\$2,831
5) Assist. to the Princ.	\$2,590	\$2,668	\$2,748	\$2,831
6) Teacher-Librarian	\$1,507	\$1,552	\$1,599	\$1,647

ARTICLE X: CONDITIONS OF EMPLOYMENT

- 10.01 a) i) The Board shall 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 fulltime shall be subject to article 10.01 a)i) above on a pro rated basis.

- b) **The parties agree that preparation time for a full-time teacher shall be increased as follows:**
- **September 1, 2008 200 minutes per week;**
 - **September 1, 2009 210 minutes per week;**
 - **September 1, 2010 220 minutes per week;**
 - **September 1, 2011 230 minutes per week; and**
 - **August 31, 2012 240 minutes per week.**
- c) **Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Board-Level Staffing Committee.**
- d) **Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. This shall be done in consultation with the Board-Level Staffing Committee.**
- e) **A teacher who misses his/her preparation and planning time shall record the number of minutes on each occasion in the “Missed Planning and Preparation Time Binder” found in the main office of each school.**
- f) 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 1) 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.
- | | |
|---------------|-------------|
| JK | - 22 pupils |
| Combined JK/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:

JK/Kindergarten	- 20.0 pupils
Primary	- 24.0 pupil
Junior	- 29.4 pupils
Intermediate	- 29.4 pupils

System average class size for JK/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 In schools where pupils stay for lunch, the Board will provide the school with paraprofessionals for supervision during the lunch period.
- 10.04 The Principals shall ensure in the organization of their schools that Teachers are provided with 40 continuous minutes at lunch, free from the supervision of students.
- 10.05 **All school-based staff have a role to play in Elementary school supervision which is essential in maintaining a safe school environment.**
- a) In assigning scheduled supervision duties, Principals shall not assign lunch supervision duties to Teachers assigned to two schools on a daily basis.
 - b) **The maxima of supervision minutes for elementary teachers will be as follows :**
 - **100 minutes in 2008-09;**
 - **90 minutes in 2009-10;**
 - **80 minutes in 2010-11;**
 - **80 minutes in 2011-12**
 - c) **The introduction of the maxima described above shall not increase Collective Agreement provisions or current practice during the 2007-2008 school year, where such provisions may be more favourable subject to Letter of Understanding #22 Re: Supervision Schedule Variances.**
 - d) **Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision / on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty shall constitute supervision.**

ARTICLE XI: JOB POSTING

- 11.01 a) For the purposes of this Job Posting Article, the following positions shall be advertised internally as required, with the pools of eligible candidates established 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

b) Method Of Application

1. From the applications received, a list or pool of up to ten (10) acceptable candidates **shall** be established by the Human Resources Department. **A copy of each list shall be provided to the bargaining unit by September 30th of each school year.**
2. In the **event that a temporary vacancy occurs in one of the above-mentioned positions as a result of a teacher's approved leave of absence, unexpected illness, sudden emergency or special circumstances and the Board deems it necessary to replace that person during that time, it shall do so with an occasional teacher. A temporary vacancy shall be defined as an absence, which is for a period of less than three months.**
3. In the **event that an acting assignment occurs in one of the above-mentioned positions as a result of a teacher's approved leave of absence, unexpected illness, sudden emergency or special circumstances and the Board deems it necessary to replace that person during that time, it shall do so from the appropriate list or pool. An acting assignment shall be defined as an absence, which is known by the Board to be for a period of greater than three months. These acting assignments will continue until the end of the academic school year in which the appointments were made or until the absent teacher returns, which ever occurs first.**
4. Additions to the list(s) or roster(s) may be made by reposting if and when the list or pool is exhausted.
5. Eligible candidates shall be appointed to the pool for a period of three (3) years from their initial appointment to the pools.

c) The following position/leadership program will be advertised internally:

- Consultant
- Literacy Resource Teacher**
- Reading Recovery Teacher**
- Special Assignment Teacher**
- English as a Second Language
- French as a Second Language
- Elementary Principal Intern

These 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.

- i) **In the event that a temporary vacancy occurs in one of the above-mentioned positions as a result of a teacher's approved leave of absence, unexpected illness, sudden emergency or special**

circumstances and the Board deems it necessary to replace that person during that time, it shall do so with an occasional teacher. A temporary vacancy shall be defined as an absence, which is for a period of less than three months.

- ii) **In the event that an acting assignment is deemed to exist in one of the above-mentioned positions as a result of a teacher's approved leave of absence, unexpected illness, sudden emergency or special circumstances and the Board deems it necessary to replace that person during that time, it shall post an acting assignment. An acting assignment shall be defined as an absence, which is known by the Board to be for a period of three months or greater. The acting assignment will continue until the end of the academic school year in which the appointments were made or until the absent teacher returns, which ever occurs first.**

11.02 When a new teaching position is created by the Board which may or may not have a responsibility allowance applicable to the position, said 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 as per the Education Act and Regulations and Board Policy, a job description, and the applicable responsibility allowance, if any, for the positions concerned. Only Teachers with at least the minimum qualifications as per the Education Act and Regulations and Board Policy will be considered for an interview.

11.04 A vacant position shall be filled within a timely manner of the advertisement of the position.

11.05 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.

11.06 **Home Instruction**

- i) By September 30th of each year, the Board shall issue an interest posting to all Teachers to identify those Teachers who are available to deliver home instruction.
- ii) Notwithstanding 11.06(i) above, when home instruction is approved by the Board, the following process will be used:
- a) the student's home room Teacher will have the right of first refusal;
 - b) offer to teaching staff at that school;
 - c) an assignment will be offered to those Teachers having responded

to the interest posting;

- d) if no member of the bargaining unit accepts the home instruction assignment, the Board may assign at its discretion.

iii) **The hourly rate of pay shall be as set out in Appendix A**

ARTICLE XII: TRANSFERS

12.01 Requests by Teachers for transfer from one school to the another shall be in writing to the Superintendent of Education (USING THE FORM PROVIDED) as per the timelines contained in the Teacher Transfer Procedures, 2003/2004 and as revised annually by mutual agreement.

Requests by Teachers for transfer will be considered in light of the overall system needs 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 Superintendent of Education 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 of Education within ten days of the receipt of the notice.

12.04 When a Teacher is transferred by administrative transfer initiated by the Superintendent of Education, the Superintendent of Education 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 A Teacher will be on probation for the initial two years of employment with the Board under this agreement, subject to the provisions **of the New Teacher Induction Program.**

14.02 A Teacher who is hired by the Board and who has one year or more of teaching experience with another school board will be on probation for a one year period.

ARTICLE XV: SENIORITY, SUPERNUMERARIES AND SURPLUS

15.01 For the purpose of this agreement **and subject to the approval of the Board of the recommendation to hire** a Teacher's seniority shall mean the length of continuous membership in the local bargaining unit from the most recent date of **commencement of employment.**

15.02 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 full time public office as per Article 6A.13.

Upon return from any of i) through iii) above, an employee's seniority would re-commence from the seniority credit that was in effect on his/her last date of employment.

15.03 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.09
- iii) a Teacher on Pregnancy/Parental Leave
- iv) a Teacher on jury duty
- v) a Teacher on compassionate or bereavement leave
- vi) a Teacher on Association-related business
- vii) Board approved secondments, **other than those set out herein where no seniority accrues**
- viii) **a Teacher on a Board-approved leave that commenced prior to September 1, 2008**
- ix) **Effective September 1, 2008, or the date of ratification of this agreement, which ever comes first, a Teacher commencing a Board approved leave after this date shall accumulate a maximum of four (4) consecutive years of seniority. Upon return, a teacher's seniority would re-commence from the seniority credit that was in effect on the last day of the fourth year of leave.**
- x) **a Teacher on LTD**
- xi) **a Teacher on unpaid sick leave.**

15.04 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) **resigns,**
- 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.

- 15.05 No more than 1 year may be counted for any September 1st to August 31st period.
- 15.06 A Teacher's seniority shall be as set out on the seniority list published under Article **15.08**.
- 15.07 Part-time Teachers shall not have their seniority prorated or in any manner reduced from the commencement of employment as per article 15.01.**
- 15.08 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 the Teachers. **The seniority list shall provide, in decreasing order of seniority, the names of all elementary teachers, the date of commencement of employment in the bargaining unit, and the date of commencement of employment in the board as a teacher.**
- 15.09 If either an elementary or a secondary Teacher is transferred between either panel, the Teacher's **board** seniority as defined in Article **15** will be transferred and be applicable to the redundancy provisions contained in the agreement to which the Teacher is transferred.
- 15A.01 SUPERNUMERARY**
In the event that this provision is accessed the following shall apply:
- a) **A supernumerary is understood to be: "a teacher who remains a member of the bargaining unit, but who is in excess of the total number of teachers the board is mandated to employ in the elementary panel as per applicable legislation, the Education Act and Regulations".**
 - b) **The identification of a teacher as a supernumerary shall be determined by the Board according to seniority as outlined in article 15.**
 - c) **The identification of supernumeraries, as per (a) above shall occur following the identification of the required compliment of Elementary Teachers for the next school year as determined by the Board. Such identified Supernumerary Teacher(s) shall be notified in writing, by the Director of Education by no later than the end of week following the March break.**
- 15A.02 Those Teacher(s) notified in article 15A.01(c) shall make up the Supernumerary List. The Board shall provide a copy of this list to the Bargaining unit within three (3) working days of the date of notification to the supernumeraries.**
- 15A.03 Those Teacher(s) identified as Supernumeraries shall not be permitted to participate in the Teacher Transfer Process.**

- 15A.04** Upon completion of the Teacher Transfer Process for Elementary Teachers, the Teacher(s) on the Supernumerary list shall be placed in teaching positions, according to seniority (as per Article 15) and qualifications as per the Education Act. Placement of supernumeraries in positions that become available shall be made collectively by no later than June 15.
- 15A.05** If, following placement as per article 15A.04, Teacher(s) still remain on the Supernumerary List, such Teacher(s) shall be placed in available Long Term Occasional Teacher assignments. As permanent teaching positions become available, Teacher(s) from the Supernumerary List who have been placed in Long term Occasional Teacher assignments shall be placed in regular day school teaching positions according to seniority and qualifications as per the Education Act. Teacher(s) on the Supernumerary list shall accept permanent regular day teaching positions when they arise.
- 15A.06** The Board shall refrain from hiring any new teachers to the elementary panel while any teacher remains on the supernumerary list who has the qualifications to fill any teaching position that may arise.
- 15A.07** By January 30 of each school year the Board shall distribute a survey to Elementary Teachers to solicit interest in being considered for a cross panel transfer.
- 15B.01** Surplus
Surplus at a school shall mean a reduction in the total number of teaching positions in a school due to any of the following situations:
- i) declining enrolment at a school,
 - ii) enrolment shifts brought about by the opening of a new school or closing of an existing school,
 - iii) the reduction in or elimination of a program at a school,
 - iv) changes in the catchment areas of a school,
 - v) placement of an Elementary Principal Intern, or Assistant to the Principal.
- 15B.02** When a school experiences a surplus in teaching staff, as defined above, the least senior teacher (as determined in Article 15) in the school will be declared surplus, provided the remaining teachers have the qualifications as defined by the Education Act to fill the remaining teaching positions at the school.
- 15B.03** The Board shall notify teachers declared surplus, on or before March 31st. The names of all teachers declared surplus shall be forwarded to the bargaining unit by March 31st.
- 15B.04** If a Teacher is declared surplus to the school, and, on or before August 31st a vacancy occurs in the school from which the Teacher was transferred, the Teacher shall be contacted by the Human Resources Department and shall be given the opportunity to return to the school from which the Teacher was transferred.

15C.01

Redundancy

Redundancy From Positions Of Responsibility

- a) **The following procedures will be used when a system-wide reduction of staff holding positions of responsibility is necessary and in the following descending order of priority:**
 - i) **normal attrition**
 - ii) **seniority in the position of responsibility**
 - iii) **seniority as a teacher in the bargaining unit**
 - iv) **seniority as a teacher with the Board**
 - v) **seniority as a certified Teacher**
- b) **Teachers** 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.
- c) **Teachers** 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.
- d) **Teachers** who are declared redundant from a position of responsibility will continue to receive their current responsibility allowance until such time as either:
 - i) They are re-appointed, or
 - ii) 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.

15C.02

Teachers who are declared redundant from a position of Responsibility, shall be notified in writing by March 31st from the Director of Education. The Board shall provide a copy of this list to the bargaining unit by March 31st.

15D.01

Redundancy From All Other Teaching Positions

- a) **Redundancy procedures for teachers not in a position of responsibility shall be in descending order of priority from i) to v) below:**
 - i) **normal attrition**
 - ii) **seniority as a Teacher in the bargaining unit**
 - iii) **seniority as a Teacher with the Board**
 - iv) **seniority as a certified Teacher**

- v) **teaching qualifications as per the salary grid in the order A4, A3, A2, and A1.**
- b) **In the event that the determinants of teachers are equal, the decision shall be made by lot in the presence of the president of the bargaining unit and a representative of the board.**
- c) **Notwithstanding the foregoing:**

A Teacher who would otherwise be declared redundant under Article **15D.01** shall not be declared redundant where no available Teacher with the qualifications **as per the Education Act** 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 **as per the Education Act** remains to teach in their respective schools.

- 15D.02** Where the Board has **declared a Teacher redundant** as a result of staff reductions, it shall, when making new appointments to staff, first offer positions to those Teachers **according to seniority as outlined in Article 15, who were declared redundant, provided that the Teacher is qualified as per the Education Act** to fill the opening available at that time.
- 15D.03** Teachers, **who have been declared redundant as per 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 **declaration of redundancy.**
- 15D.04** To be considered for **reinstatement as defined in Article 15D.05**, 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.
- 15D.05** Where the Board determines that casual occasional teaching is available, it will offer such casual occasional teaching assignments to a Teacher who has been declared redundant, subject to the qualifications, **as per the Education Act**, of the Teacher and the needs of the Board.

ARTICLE XVI: PERFORMANCE APPRAISAL OF EXPERIENCED TEACHERS

- 16.01** The appraisal of experienced teachers shall be conducted in accordance with the Education Act, Regulations and the Board's Performance Appraisal of Experienced Teachers Document dated November 2007 as may be amended from time to time in consultation with the Bargaining Unit.
- a) No member of the bargaining unit shall participate in the Teacher Performance Appraisal of Experienced Teacher process of another member.
 - b) Upon receipt of the Summative Report Form of a Performance Appraisal of Experienced Teachers, the teacher may add comments to it, sign it (with the express understanding that such signature is only an acknowledgement of having received a copy thereof) and return it to the Principal for placement in the teacher's personnel file at the Board office. Any such comments are to be returned by the teacher within six (6) working days. The timeline identified herein may be extended by mutual consent in the event that a teacher has received an unsatisfactory rating.
 - c) Unless otherwise directed by the teacher, notification of an unsatisfactory rating under the Performance Appraisal of Experienced Teacher process shall be provided to the President of the Bargaining Unit within five (5) working days of the teacher having received the unsatisfactory.
 - d) The Board shall provide a list annually to the President of the Bargaining Unit by no later than the thirtieth (30th) instructional day of the school year identifying the names of the teachers who have been designated to participate in the Performance Appraisal of Experienced Teachers process in that school year.
 - e) A teacher's Annual Learning Plan (ALP) is authored and directed by the teacher and is developed in a consultative manner with the principal. Consultation and collaboration related to the ALP shall occur as defined by the Ministry of Education.

ARTICLE XVII: NEW TEACHER INDUCTION PROGRAM

- 17.01** The appraisal of new teachers shall be conducted in accordance with the Education Act, Regulations and the Ministry of Education Manual for Performance of New Teachers 2008 and Inductions Elements Manual 2008.
- a) No member of the bargaining unit shall participate in the Performance Appraisal of New Teachers.

- b) **The Principal shall ensure that mentors are recruited, selected and matched according to the Board’s established process.**
- c) **Upon receipt of the Summative Report Form of a Performance Appraisal of New Teachers, the new teacher may add comments to it, sign it (with the express understanding that such signature is only an acknowledgement of having received a copy thereof) and return it to the Principal for placement in the teacher’s personnel file at the Board office. Any such comments are to be returned by the teacher within six (6) working days. The timeline identified herein may be extended by mutual consent in the event that a teacher has received an unsatisfactory rating.**
- d) **Unless otherwise directed by the teacher, notification of a “development needed” or “unsatisfactory” under the Performance Appraisal of New Teachers process shall be provided to the President of the Bargaining Unit within five (5) working days of the teacher having received the unsatisfactory.**
- e) **The Board shall provide a list annually to the President of the Bargaining Unit by no later than the thirtieth (30th) instructional day of the school year identifying the names of the new teachers who have been designated to participate in the Performance Appraisal of New Teachers and the New Teacher Induction Program.**
- f) **The New Teacher Induction Program Strategy Form shall serve as a vehicle for discussion and learning as well as a means of planning, tracking and recording the NTIP induction elements. Teachers shall track their progress and upon completion of the requirements of New Teacher Induction Program shall sign it and forward it to the Principal. The principal shall sign the form when a teacher has received two satisfactory ratings on performance appraisals for new teachers and has completed the New Teacher Induction Program. The principal shall forward a copy of the NTIP strategy form to the designated NTIP Superintendent who shall forward the teachers name to the Ontario College of Teachers.**

ARTICLE XVIII: GRIEVANCE PROCEDURE

- 18.01 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.
- 18.02 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.
- 18.03 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.

18.04 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.

18.05 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.

18.06 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 I.

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 and an O.E.C.T.A. representative 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.

18.07 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.

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

18.09 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.

ARTICLE XIX: ARBITRATION

- 19.01 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.
- 19.02 a) A single arbitrator will be appointed from the list of arbitrators agreed upon between the parties.
- b) Either party may refer the matter to an expedited process pursuant to section 49 of the Labour Relations Act.
- 19.03 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 **nominee** to an arbitration board.
- 19.04 The recipient of the notice shall within five (5) days inform the other party either that it accepts the other party's **nominee** as a single arbitrator or inform the other party of the name of its **nominee** to the arbitration board.
- 19.05 Where two **nominees** 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.
- 19.06 If the recipient of the notice fails to appoint an arbitrator or if the two **nominees** 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.
- 19.07 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.
- 19.08 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.
- 19.09 The decision of a majority is the decision of the arbitration board, but, if there is no majority, the decision of the chairperson governs.
- 19.10 The **single** 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.
- 19.11 The initial notice requesting submission of the grievance to a **single** 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

XVIII in this agreement.

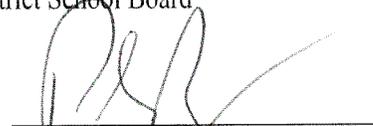
- 19.12 Any notice required under this Article shall be in writing by registered mail or personal delivery to the parties at their respective mailing address.
- 19.13 Each party may be represented at the arbitration by a representative of its choice.
- 19.14 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson or single arbitrator **as the case may be**.
- 19.15 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.
- 19.16 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.

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 27th of January, 2009 at Hamilton, Ontario.

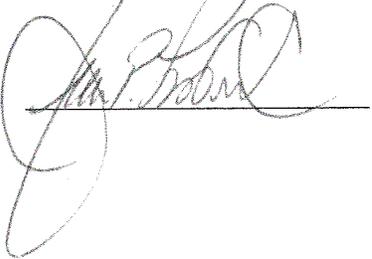
Signed on behalf of the Hamilton-Wentworth Catholic District School Board



Director of Education and
Secretary to the Board



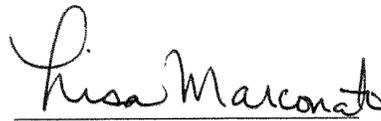
Chairperson of the Board



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



President- OECTA
OECTA Hamilton-Wentworth Unit



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. A 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 related to the effective teaching of pupils.
4. The grievance and arbitration procedures are those as set out in Articles **XVIII** and **XIX** 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.

Effective September 1, 2008 **\$27.24**

Effective September 1, 2009 **\$28.06**

Effective September 1, 2010 **\$28.90**

Effective September 1, 2011 **\$29.77**

7. If required by the Employment Standards Act the above noted hourly rates are deemed to include vacation and statutory holiday pay.

LETTER OF INFORMATION - #1

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 INTENT - #2

The parties agree to prepare copies of the collective agreement within 30 days of ratification of this agreement, or other such time period as is mutually agreed by the parties, in a booklet format as agreed upon, with the cost of the preparation of such booklets to be shared equally between the Board and the Hamilton-Wentworth Unit.

LETTER OF UNDERSTANDING - #3

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 #4

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 JK and Kindergarten program, the supervision of students over the students lunch period will be covered through the use of Lunch Leaders employed by the Board.

LETTER OF UNDERSTANDING - #5

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 - #6
CRIMINAL RECORDS CHECK

The information collected through the Ontario Education Services Corporation O.E.S.C. shall be maintained in strict confidence and in separate secure area for storage in the Human Resources Department.

The Teachers' yearly Offence Declarations shall be held and stored under the same parameters and conditions as the O.E.S.C. information.

LETTER OF UNDERSTANDING - #7

The Board and teachers recognize that every teacher has a right to freedom from discrimination and harassment as per the Board's "**Respectful Catholic Workplace Community Policy (June 2008)**". It is understood that any complaint of discrimination or harassment shall be dealt with in accordance with the Board's "**Respectful Catholic Workplace Community Policy (June 2008)** and/or the Board's **Parental Concern Protocol and Guidelines for the Management of Parental Harassment dated April 2006**."

LETTER OF UNDERSTANDING - #8

Commencing with the 2003-04 school year, the school entry procedures for JK/K will be amended to facilitate a more immediate commencement of these programs in September. OECTA will be involved to provide input in the review process, with the understanding that no Teacher will be required to conduct home visits.

LETTER OF INFORMATION - #9

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 any way 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 may be 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 other duties. Time spent on such duties shall be deemed to be time worked.
6. For the provision of the inspection of the workplace(s), the procedure to be followed will be in accordance with the Ministry of Labour's direction. Inspections of each workplace shall be conducted by a worker at that site in accordance with the Act and Regulations.

The timetable and procedures for the workplace inspections which are being developed and expected to be implemented during this 2002-2003 school year will be shared with OECTA.

LETTER OF UNDERSTANDING - #10

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.

LETTER OF UNDERSTANDING - #11
INTERIM REDUNDANCY PROTOCOL

There shall be no declaration of system redundancy for Teachers employed by the Board as of May 25, 2005 for the first three (3) years of this collective agreement.

The parties acknowledge the mutual understanding and agreement reached during negotiations regarding the interim temporary procedures agreed upon as an alternate to the formal declaration of redundancy of Teachers in accordance with Article XV of the collective agreement. This agreement facilitates the understanding that some Teachers may be placed in positions generated by liberalized Board approval for leave of absence requests received by the Board since March 1, 2005, beyond the period allowable by the collective agreement and by the assignment of Teachers to positions on an acting basis. It is further agreed that Teachers placed pursuant to the aforementioned conditions shall be so placed in reverse order of seniority (least senior first).

This agreement shall apply for the 2005-2006 school year and the parties shall continue to monitor the situation to evaluate by mutual agreement if certain provisions are appropriate for a subsequent school year within the term of this collective agreement.

LETTER OF UNDERSTANDING - #12
TEACHER TRANSFER PROCEDURES

The parties acknowledge the mutual understanding and agreement reached during negotiations to introduce a revised Teacher Transfer Procedure in the 2005-2006 school year for staff placement in effect for the 2006-2007 school year. The revised procedure shall be introduced as a pilot and will be subject to review by the parties. Amendments agreed upon by both parties, if any, shall be incorporated into the procedures for the subsequent school year during the term of this collective agreement.

The revised procedures shall include the following key provisions:

Voluntary Transfer List

- a) No later than March 15 of any school year a Teacher may indicate that they wish to be placed on the Voluntary Transfer List (hereinafter referred to as the VTL).
- b) Potential transfer opportunities generated by the VTL as well as other known vacancies shall be subject to application by Teachers on the VTL under the following conditions:
- c) the list of aforementioned vacancies shall be made available to Teachers on the VTL no later than March 30.
- d) a Teacher on the VTL may apply for any position stipulated in (i) above no later

than April 15.

- e) a Teacher who does not apply for any position pursuant to (ii) above or who is not successful in obtaining desired position may, without prejudice refuse any other transfer offer.
- f) positions shall be awarded to applicants subject to (iii) above.
- g) in the event that more than one Teacher applies for a vacancy generated by the VTL the position shall be awarded to the Teacher on the basis of highest continuous membership in the local bargaining unit from the most recent date of hiring subject to holding qualifications per regulation 298 of the Education Act.
- h) it is recognized that a transfer under this process may be refused by the Board for bonafide reasons.

Administrative Transfers

- a) No later than April 30, the Board may give notice of an administrative transfer to a Teacher in accordance with existing provisions subject to amendment by mutual agreement pursuant c) below.
- b) A Teacher within 2 years of retirement is not subject to administrative transfer.
- c) The parties shall meet to develop the full Teacher Transfer Procedure document which integrates the above key provisions/amendments into the existing Teacher Transfer Procedures as amended by mutual agreement.
- d) Such task shall be completed no later than October 31, 2005.
- e) In the event that agreement cannot be reached on amended Teacher Transfer Procedures, the parties agree to participate in a mediation and arbitration before an arbitrator who is mutually agreeable to the parties and who shall rule on this issue.

LETTER OF UNDERSTANDING - #13 **SAFE SCHOOLS ACT AND RELATED POLICY/PROGRAM MEMORANDUM (PPM)** **AND BOARD APC'S**

This shall confirm the understanding reached in negotiations that the Board shall abide by the mandated Ministry of Education initiatives on Safe Schools in accordance with the guidelines provided in PPM128, PPM 144 and PPM 145 and the Board's APC 035 (January 25, 2008), APC 034 (January 25, 2008), APC 018 (September 4, 2001).

LETTER OF UNDERSTANDING - #14 **ELEMENTARY PANEL ELECTRONICALLY DELIVERED COURSE/PROGRAM**

In the event that the Board intends to implement a course/program for Elementary students under its jurisdiction that entails, in whole or in part, the use of an electronic

vehicle for the delivery of curriculum, a committee of equal representation of the parties shall be formed, with three (3) members appointed by the Bargaining unit and three (3) members appointed by the Board. The committee shall examine, study and make recommendations regarding the implementation of such course(s) and or program(s).

LETTER OF UNDERSTANDING - #15
BARGAINING UNIT REPRESENTATION ON COMMITTEES

The Board agrees that if a Teacher representative is requested/required to represent the unit on a Board Committee, the selection of the teacher shall be at the sole discretion of the local unit executive. Notwithstanding the above, it is understood that the Board may invite the participation of other teacher(s) based on their knowledge and expertise.

LETTER OF UNDERSTANDING - #16
RETURN TO WORK AFTER EXTENDED MEDICAL LEAVE

In cases of personal illness (paid/unpaid), Long Term Disability or WSIB, the Board shall guarantee a return to the position the Teacher most recently held for a period not exceeding two (2) calendar years.

The return of any Teacher from a personal illness (paid/unpaid), Long Term Disability or WSIB will be conducted according to the Board's normal Return to Work protocols and/or the collective agreement. For clarification purposes, the return to active duty will require the necessary and appropriate corresponding medical documentation to support the return.

LETTER OF UNDERSTANDING - #17
SUPPORT FOR ELEMENTARY STUDENTS AT RISK

The parties agree to refer discussions on the above referenced matter to the Joint Board Level Staffing Committee who shall examine, study and make recommendations for the implementation of best practices that will have a positive affect on Elementary Students at risk in anticipation of the assignment of the Elementary Student Success Teacher in the 2012-2013 school year. Recommendations shall be forwarded to the Superintendent of education – responsible for Special Education.

LETTER OF UNDERSTANDING - #18
ELEMENTARY TEACHER SUPERVISION

The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor-in -Council, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows:

- \$22.23 per elementary pupil in 2008-09;
- \$26.61 per elementary pupil in 2009-10;
- \$26.88 per elementary pupil in 2010-11;
- \$20.06 per elementary pupil in 2011-12.

LETTER OF UNDERSTANDING - #19
ELEMENTARY PREPARATION TIME

The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to fund additional preparation time for elementary teachers as follows:

- 0.42 additional teachers per 1,000 elementary pupils in 2009-10;
- 0.86 additional teachers per 1,000 elementary pupils in 2010-11;
- 1.30 additional teachers per 1,000 elementary pupils in 2011-12;
- 1.74 additional teachers per 1,000 elementary pupils in 2012-13.

The Board shall hire the full complement of additional funded elementary teachers that result from the new allocation.

LETTER OF UNDERSTANDING - #20
GRADE 4-8 CLASS SIZE REDUCTION

The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor in Council, to fund in the GSN a reduction of the average class size in grades 4 to 8 from 25.0 to 24.5 as follows:

- September 1, 2009 : 0.18 teacher per 1,000 grade 4 to 8 pupils
- September 1, 2010 : 0.37 teacher per 1,000 grade 4 to 8 pupils
- September 1, 2011 : 0.57 teacher per 1,000 grade 4 to 8 pupils
- August 31, 2012 : 0.96 teacher per 1,000 grade 4 to 8 pupils

The Board will hire the full complement of additional funded elementary teachers that result from the new allocation.

The Parties also note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows : 0.32 teacher per 1,000 grade 4 to 8 pupil.

The Board-Level Staffing Committee will be engaged in the allocation of this additional staffing.

LETTER OF UNDERSTANDING - #21
RELEASE TIME FOR ASSESSMENT, EVALUATION AND REPORT CARDS

The Parties agree on the importance of timely, relevant, comprehensive and meaningful assessment and evaluation of Students' learning.

In the 2009-10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The professional development day shall be scheduled so as to be consistent with the established timelines for the completion of student report cards. The day will be designated in the calendar prior to

the first reporting period.

Commencing in the 2010/2011 school year, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level. The professional development day shall be scheduled so as to be consistent with the established timelines for the completion of student report cards. The days will be designated in the calendar such that one day is prior to the first reporting period and the second day is prior to the second reporting period.

LETTER OF UNDERSTANDING - #22
SUPERVISION SCHEDULE VARIANCES

It is understood by the parties that, notwithstanding the maxima of supervision minutes or the supervision practices of the 2007-2008 school year, as verified by the President of the Bargaining Unit and a representative of the Board, where such provisions may be more favourable as per the PDT, a principal of an elementary school may approach the Joint Board Level Staffing Committee to seek a variance in the school's supervision maxima.

The Joint Board Level Staffing Committee shall adjudicate such a request for variance of supervision minutes and shall work by consensus in reaching the decision. In the event that a consensus decision cannot be reached by the Joint Board Level Staffing Committee on the request for variance, a meeting shall be held at the school in question with the Superintendent of the school, the school Principal, the President of the Bargaining Unit and the school OECTA Staff Representative in an effort to reach a decision. This committee shall work by consensus.

If a consensus decision on the request for variance is still not reached the parties shall agree on a single arbitrator who shall make a decision on the variance. The decision of the single arbitrator shall be binding on both parties.

The parties shall share equally in all expenses related to the appointment and use of the single arbitrator.

LETTER OF UNDERSTANDING - #23
JOINT PROFESSIONAL DEVELOPMENT COMMITTEE

In accordance with the Provincial Discussion Table (PDT) Agreement dated May 1, 2008, the funding provided, as set out below, is for the purpose of enhancing professional learning opportunities for teachers. The allocation of such funds shall be in the purview of the Joint Professional Development Committee.

- \$7.24 per elementary pupil in 2009-10;
- \$15.21 per elementary pupil in 2010-11;
- \$23.07 per elementary pupil in 2011-12.

The Board and the Bargaining Unit are committed to the continuous development of a Catholic Professional Learning Community in each of the schools of the Board and system-wide, and, to that end are committed to fostering an atmosphere within each of the schools and system-wide that promotes a focus on learning collegiality, respect for professionalism,

continuous learning, collective inquiry into best practices, innovation and experimentation all in order to improve teaching and student learning.

The Board and the Bargaining Unit agree that professional learning is job-embedded and informed by research done in partnership with colleagues and is to be informed by the teachers Annual Learning Plan.

In accordance with the Provincial Discussion Table (PDT) Agreement (PDT) dated May 1, 2008 effective September 1, 2009, there shall be established a Joint Professional Development Committee composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Bargaining Unit.

The function of the committee shall be to:

- i) Oversee professional activities for teachers during Professional Activity Days to ensure that they are consistent with the learning goals identified in the Teachers' Annual Learning Plan.**
- ii) Promote best practices in sustaining successful Catholic Professional Learning Communities and monitor their implementation.**
- iii) Advise on the allocation and dissemination of the funding generated in the Pupil Foundation Grants in 2009-2010, 2010-2011 and 2011 – 2012 for the purposes of enhancing professional development opportunities for teachers.**
- iv) Discuss, advise and make recommendations on such other professional development issues as agreed to by the parties.**

LETTER OF UNDERSTANDING - #24

JOINT BOARD LEVEL STAFFING COMMITTEE (JBLSC)

In accordance with the Provincial Discussion Table (PDT) Agreement dated May 1, 2008, effective September 1, 2009, there shall be established a Joint Board Level Staffing Committee (JBLSC) composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Bargaining Unit.

Once the committee has been established it shall convene no later than October 15 in each school year and shall meet bi-monthly thereafter, unless otherwise agreed to by the parties. The function of the committee shall be:

- i) To review and advise the existing staffing model and staff allocation to Elementary Schools**
- ii) To review and advise on staffing issues arising from of the PDT.**
- iii) To discuss data and advise on elementary staffing issues.**
- iv) To review and advise on any other staffing issues as agreed to by the JBLSC.**

The Board shall provide to the JBLSC any data that is requested by the JBLSC that relates to individual elementary schools or elementary panel staffing.

LETTER OF UNDERSTANDING - #25
BENEFITS

The parties have noted the provincial government's intention, conditional upon approval by the Lieutenant-Governor-in-Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks) effective in 2010-11 to enhance group benefits for all School Boards in Ontario as locally negotiated for implementation by September 2010.

The local Bargaining Unit's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, occasional teachers shall be excluded.

All group benefit coverage levels, provisions and practices in place in 2007-08 and not revised under this \$33 million enhancement, shall remain status quo for the 2008 to 2012 locally negotiated Collective Agreements.

Upon written request, the Board shall provide to the local Bargaining unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar to the information provided by the Board in a public procurement process.

In recognition and in consideration of the commitments outlined herein the parties agree to meet by no later than September 30, 2009 to discuss the Bargaining unit's proportional share of this allocation and any potential enhancements.

LETTER OF UNDERSTANDING - #26
ELEMENTARY CLASS SIZES

The following is provided for information purposes relating to the organization of elementary schools:

- a) The Board shall ensure that the average size of its Elementary School classes, in the aggregate, as of October 31st each year, shall be in compliance with Section 170.1 of the Education Act, as may be amended from time to time.
- b) The Board shall ensure that the class sizes for junior kindergarten to grade 3 shall be as directed by the government of Ontario's Primary Class size initiative.
- c) The Board shall ensure that the Elementary grade 4 – 8 average class sizes shall be in accordance with the Ministry of Education's SB-11 memorandum dated April 18, 2008. Staffing enhancements outlined in the PDT of May 1, 2008 shall be utilized to reduce the grade 4 – 8 average class sizes.

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 Education to be dispersed to schools that experience unique demands on their allocated days.

Yours truly,

Patrick J. Daly,
Chairperson of the Board of Trustees.

PJD/jj



Hamilton-Wentworth Catholic District School Board
Believing. Achieving. Serving

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

November 19, 2008

Dear Mary,

This letter shall confirm the mutual understanding and agreement reached during negotiations regarding the parties' commitment to continue support for the position of Health and Safety Advisor, as appointed by the Hamilton-Wentworth Unit on a yearly basis. The teacher appointed shall receive full time release from teaching duties without loss of position, seniority, experience, salary or benefits for the purpose of carrying out responsibilities as per the Occupational Health and Safety Act.

The salary, applicable allowances, if any, and the benefits of the Health and Safety Advisor shall be paid by the Board to the teacher with the O.E.C.T.A. Hamilton-Wentworth Unit reimbursing the Board fifty percent (50%) of the Board's total cost of the teacher's salary and benefits.

It is further understood that the parties have agreed to meet and review the expectations of the Health and Safety Advisor in consideration of the elementary schools and broader system Health and Safety needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim LoPresti".

Jim LoPresti
Administrator of Human Resources
SH



Hamilton-Wentworth Catholic District School Board
Believing. Achieving. Serving

Ms. Mary Lachapelle
President
O.E.C.T.A. Hamilton-Wentworth Unit
98 Bigwin Rd., Unit 3, Box 29
Hamilton, ON

November 24, 2008

Dear Mary,

This letter shall confirm the mutual understanding and agreement reached during negotiations regarding changes in the determination of a Teacher's seniority date.

This is to confirm the Board's commitment to review and assess a Teacher's seniority date on a case-by-case basis in the event of redundancy situation. A teacher who has been identified as a potential redundancy through the established process, may request in writing to the Administrator, Human Resources a review of their seniority date in light of the recent changes to the seniority provisions of the collective agreement.

Sincerely

A handwritten signature in black ink, appearing to read "Jim LoPresti", written over a large, stylized flourish.

Jim LoPresti
Administrator, Human Resources