

2004-2006

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ASSOCIATED HEBREW SCHOOLS OF**

**TORONTO**

**- and -**

**THE ASSOCIATION OF HEBREW**

**SCHOOL EDUCATORS**

11313(04)

2004-2006

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BETWEEN  
ASSOCIATED HEBREW SCHOOLS OF TORONTO  
AND  
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## THIS IS A COLLECTIVE AGREEMENT

BETWEEN:

### ASSOCIATED HEBREW DAY SCHOOLS OF TORONTO

(hereinafter referred to as the "School")

- and -

### THE ASSOCIATION OF HEBREW SCHOOL EDUCATORS

(hereinafter referred to as the "Association")

### DEFINITIONS:

In this Agreement:

- (a) "SCHOOL," shall mean The Associated Hebrew Schools of Toronto.
- (b) "TEACHER" means an individual employed as a General Studies Teacher on a full-time or part-time basis during the school year in the Bet Haya'eled (Nursery and Junior Kindergarten), Elementary (Senior Kindergarten to Grade 5), or Middle School divisions of the School and includes Department Heads, Chairmen and Grade Co-ordinators (excluding Administrators, Principals, Vice-Principals, Supervisors, Consultants, Branch Co-ordinators, Teaching Assistants, Nurses, Non-teaching Library Technicians, and Assistants, or other non-teaching personnel).
- (c) "SCHOOL YEAR" means the period between the day after Labour Day and June 30<sup>th</sup> of the following calendar year except when June 30<sup>th</sup> falls on Monday, in which case the School Year shall end on the preceding Friday. It is agreed that Teachers are hired by the School on condition that they are prepared to participate in such seminars, orientation sessions and teacher meetings as may be arranged by the School during one (1) of the last five (5) days prior to the commencement of the School Year, excluding Saturday, Sunday and Labour Day. Notwithstanding the provisions herein, the working period for which a Teacher's pay is calculated shall be deemed to be that of the 1st of September to June 30<sup>th</sup> of the following calendar year.

- (d) "FULL-TIME TEACHER" means a Teacher who teaches thirty (30) hours, plus two (2) hours duties, per week in the Elementary division of the School, or who teaches twenty-six (26) periods of fifty (50) minutes duration, as well as three (3) duty periods of forty (40) minutes duration, in the Middle School division of the School, or who teaches twenty-five (25) hours, plus preparation not to exceed three and three-quarters (3 3/4) hours, per week in the Bet Hayered. For Gym, French, and Music specialists, "FULL-TIME TEACHER" shall be defined as a specialist with twenty-five (25) hours of actual teaching time and up to two (2) hours of duty or travel time.
- (e) "PART-TIME TEACHER" means a Teacher who teaches less than fill-time. Part-time Teachers shall attend the full orientation or professional development sessions as scheduled in accordance with this Collective Agreement unless they are required to perform teaching duties at another school at a time which conflicts with such attendance.
- (f) "PROBATIONARY TEACHER" means a Teacher employed by the School for three (3) School Years or less. A Teacher who starts teaching prior to January 31 of a School Year will be credited with one (1) School Year of teaching for the purposes of this definition. A Teacher who starts teaching after January 31st of a School Year will not be credited with a School Year of teaching for that year, for purposes of this definition. This definition shall not be used for placement on salary grid for pro-rating of salary.
- (g) "PERMANENT STATUS" means a Teacher who has taught in the School for a period in excess of three (3) consecutive School Years on a continuous basis, subject to the Teacher's rights under Articles 8 and 9, and the right of a Teacher to use sick leave credits up to a maximum of ninety (90) days without an extension of the probationary period. It is understood that an absence from actual teaching duties of more than twenty (20) consecutive weeks in any School Year shall require an extension of the probationary period for an additional School Year.
- (h) "PERMANENT TEACHER" means a Teacher who has obtained permanent status and who teaches not less than:

- (a) half-time in the Bet Haya'eled (**12-1/2** teaching hours per week over **three** (3) years), or
  - (b) twelve (**12**) teaching hours per week over **three** (3) years in the Elementary division, or
  - (c) eleven (**11**) teaching periods of fifty (50) minutes per week over **three** (3) years in the Middle School division, and who has received his certification as a fully qualified Teacher; provided that those Teachers who were red-circled under the Collective Agreement between the School and the Association dated March 31, 1977 shall be deemed to have received their certification for purposes of **this** Agreement. Such Teachers shall be regarded as fully qualified Teachers according to their proper category, and as having full entitlement to all benefits accruing as a result thereof.
- (i) "REMEDIAL TEACHER" means a Teacher hired for a short term engagement to do remedial teaching or E.S.L./D teaching on an "as needed" basis. Such Teachers shall have all rights under the Collective Agreement except (i) they shall not be eligible for permanency **unless** the parties otherwise agree, and (ii) they shall not have the right to accumulate sick leave credits as set out in Article **11.05**. Such remedial teaching shall count as teaching experience for the purposes of Article **5.03**.
  - (j) "Long Term Occasional Teacher" means a Teacher hired to replace a Teacher on long term leave who shall have the status equivalent to that of a Probationary Teacher **covered** by **this** Collective Agreement once they have completed twenty (**20**) consecutive days of replacing the Teacher on leave. The maximum length of time a Teacher shall be on such Long **Term** Occasional status shall be two (**2**) years. In the event that the Teacher is employed beyond such two (**2**) years as a Long Term Occasional, he shall be granted credit for the time taught for purposes of eligibility for permanency and/or seniority as the case may be. It is further understood that the Long Term Occasional Teacher's employment may be terminated when the Teacher who is being replaced returns.

## **ARTICLE 1 - RECOGNITION**

**1.01** The School recognizes the Association as the sole and exclusive bargaining representative for the Teachers employed by the School.

**1.02** There shall be no individual contract outside of **this** Collective Agreement. The School shall not negotiate salary, hours of work, payment for extra-curricular activities, or other terms and conditions of employment, with any Teacher which are in violation of, or inconsistent with, the provisions of **this** Agreement.

**1.03** The Association and the School agree to share equally the cost of preparation of sufficient copies of the Collective Agreement for distribution to all Teachers who are covered by the Agreement. The School shall arrange for printing as soon as possible after the signing of the Agreement.

**1.04** When a Teacher is hired by the School, the Principal and/or the Administration **undertakes** to inform the Teacher of the existence of the Association and of the Collective Agreement. In addition, at the same time, the School shall inform the Teacher of the Pension Plan for Employees of Hebrew Day Schools and shall provide the Teacher any information forwarded to the School by the Association concerning the insured benefit plan set forth in Article I1.14. As well, the School shall have the Teacher complete any documents forwarded to it necessary for the Teacher's participation in the benefit plan and/or the pension plan and forward such completed documents to the appropriate individuals. The Association shall also be informed of the hiring of **any new** Teacher by letter before **his** commencement of work.

The Association shall **also** be informed of the hiring of any new Teacher by letter before his commencement of work.

**1.05** The School and the Association agree to comply with the provisions of the Ontario Human **Rights** Code. Any alleged violation shall be dealt with pursuant to the procedures in the Ontario Human **Rights** Code, and not under the grievance procedure in **this** Collective Agreement.

## **ARTICLE 2 - ASSOCIATION SECURITY AND DUES DEDUCTIONS**

2.01 The School agrees to deduct from each member of the bargaining unit such Association dues **as** are prescribed by the Constitution or By-Laws of the Association and shall remit such dues **to** the Association no later than the fifteenth **(15)** of the month following the month in which the deductions were made.

2.02 Each month, the School agrees to provide to the Association a list of the names of the Teachers from whom such deductions have been made, the amount of the payment, the amount of the Teacher's monthly pay cheque, and the total amounts deducted for each month.

2.03 The Association agrees to indemnify and save the School harmless against all claims or other forms of liability that may arise out **of**, or by reason **of**, deductions made or payments made in accordance with **this** Article.

2.04 Any Teacher whose date of employment commences after the beginning of the School ~~Year~~ shall have dues deducted according to the months of employment during the remainder of the School ~~Year~~.

2.05 New **and** present Teachers covered by **this** Agreement will be advised of their category **as** soon **as** possible after the signing of **this** Collective Agreement.

## **ARTICLE 3 - GRIEVANCE PROCEDURE**

3.01 It is the intent of **this** grievance procedure to provide for the successful administration of **this** Agreement **by** providing **this** sole and exclusive procedure to be utilized by a Teacher, the Association, or the School for the prompt discussion and final and binding settlement of any grievance, without stoppage of work, arising from the interpretation, application, administration or alleged violation of **this** Agreement.

3.02 The term "grievance" shall be defined **as any** difference arising out of the interpretation, application, administration or alleged violation of **this** Collective Agreement, including any questions **as** to whether a matter is arbitrable. The parties to **this** Agreement agree that it is of the utmost importance to adjust grievances **as** quickly **as** possible.



3.03 The School shall be under no obligation to consider or process a grievance **unless** the Teacher has discussed the problem with the Principal.

3.04 A Teacher's written grievance shall be presented **as** follows:

**Step No. 1**

A Teacher's written grievance must be presented to his Principal with a copy to the Director of Education within ten (10) school days or thirty calendar days whichever shall be less from the time the circumstances giving rise to the grievance were **known** or should have been **known** to the **grievor** but not thereafter. The written grievance shall **set** forth a brief outline of the facts giving rise to **the** grievance, the specific sections of the Agreement which are alleged to have been violated, the remedy sought, and shall be signed and dated by the **grievor**.

A **meeting** shall be held between the Association and the School, such **meeting** to take place within seven (7) School days. The response **to this** meeting shall be given within seven (7) School days and this response shall terminate Step No. 1.

**Step No. 2**

If the grievance is not settled at Step No. 1, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) School days, if **this** ten (10) day count begins and ends in the same School **Year**, or at any other time, within **fifteen (15)** calendar days after receipt of the Step 1 response, but not thereafter. If the request for arbitration is not given within the above specified time frames, the decision in Step No. 1 shall be final and binding on both parties to this Agreement, and upon **any** **grievor** involved. The request for arbitration shall **specify** all of the outstanding issues of the written grievance to be dealt with by the arbitrator and the remedies sought. The party **giving** such notice shall be bound by the same and shall be restricted at arbitration to the issues presented by **the** notice.

**3.05** A grievance which has been referred to arbitration by a written notice to arbitration shall be heard by a sole arbitrator who shall be selected from the following panel of five arbitrators:

Jane Devlin

Rob Herman

Rick MacDowell

Owen Shime

~~Martin~~ Teplitsky

~~During~~ the term of ~~this~~ Agreement, the parties may mutually agree to substitute any arbitrator on this list for another arbitrator agreeable to the parties. The arbitrators shall be listed in alphabetical order.

**3.06** The parties having carriage of the grievance and suggesting arbitration shall remove one **(1)** name from the list of arbitrators provided in Article 3.05, and the party responding shall remove an additional two **(2)** names from the list within five **(5)** School days, and the name of the arbitrator shall be selected ~~from~~ the remaining arbitrators by the party having carriage of the grievance. If the arbitrator ~~so~~ allocated is unable to convene a hearing within ~~thirty~~ **(30)** calendar days of being contacted then, at the request of either party, the remaining arbitrators will be contacted in seriatim until one of them is found who can convene a hearing within ~~thirty~~ **(30)** calendar days of being Contacted. If none of the arbitrators ~~contacted~~ are able to convene a hearing within ~~thirty~~ **(30)** calendar days, then the arbitrator who ~~can~~ convene a hearing within the shortest period shall be the arbitrator selected.

**3.07** After the notice to arbitrate has been given ~~either~~ party may apply to the ~~Office~~ of Arbitration, Ministry of ~~Labour~~, for the appointment of a grievance settlement ~~officer~~ to assist the parties in resolving their differences. Such appointment shall not effect ~~the~~ time-lines for arbitration as set out in Article 3.06.

3.08 The arbitrator shall hear and determine the grievance and shall issue a written decision setting out the reasons for his decision and the findings of fact upon which the decision is based, which decision shall be binding upon the parties and upon any employees affected by it.

3.09 The arbitrator shall not make any decision inconsistent with the provisions of *this* Agreement, or add to, alter, modify or amend any part of this Agreement, or imply any terms into this Agreement.

3.10 Each party to this Agreement shall bear its own costs of and incidental to any arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties to *this* Agreement.

3.11 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the specified time periods, provided that the parties may extend the time limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a party within the specified time limit in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.

3.12 Any damages arising from circumstances amounting to a continuing grievance shall be limited to those damages accruing within the prior twelve (12) months.

3.13 An Association policy grievance or a School grievance may be submitted to the School or the Association, as the case may be, at Step No. 1 of the grievance procedure, within **twenty** (20) School days from the time that the circumstances giving rise to the grievance were **known** or should have been **known to** the grieving party, and the grievance procedure shall apply, **with** any necessary modifications, to the Association policy grievance or the School grievance, as the case may be. The provisions of *this* Article shall not be **used** by the Association to process a grievance directly affecting Teachers which grievance the Teachers could themselves institute and the regular procedure for a Teacher's grievance shall not be bypassed. The Association's policy grievance shall be signed by a representative of the Association. Where the Association or the School presents a grievance, the Association or the School shall be deemed to be the **grievor** for **the** purposes of this grievance procedure.

**3.14** If the parties to the grievance agree, the grievance shall be submitted to a Bet Din rather than to a Board of Arbitration **as set** out in Step No. 2. The parties agree that if the grievance is referred to a Bet Din, the decision of the **Court** will be final and binding **upon** the parties and upon any staff member of the School affected by it. The Rabbis constituting the Bet Din must be acceptable to both parties to the dispute. The Bet Din shall have the jurisdiction and powers of a Board of Arbitration **as set** out in **this** Agreement.

#### **ARTICLE 4 - CONDITIONS OF TEACHER'S EMPLOYMENT**

**4.01** During the first three **(3)** years of a Teacher's employment, he shall be considered **as** being on probation, and employment shall continue, subject to Articles 4.02, 6.01, and 6.02.

4.02 (a) At the end of the second School Year of employment of a probationary Teacher, the Teacher has the right to request permanent **status**. The School shall either **grant** such permanent **status** or put the Teacher on notice that his request will be reconsidered at the end of the third School Year.

(b) The School shall arrange for all probationary Teachers to be visited, and their work evaluated, in a classroom setting, at least **three** (3) times per year, such visits and evaluations to be at least twenty **(20)** School days apart.

(c) The Teacher shall be visited, and evaluated, by **either** the Director of Education, Principal, Supervisor, an Inspector, or Department Head, but in any event, no one individual shall perform all three visitations and evaluations. Within twenty **(20)** School days of each visit, a copy of the written evaluation shall be provided to the Teacher, and placed in **his** file. The Teacher shall have the right to place any comments on the evaluation and sign the same. The observer shall discuss the evaluation **with** the Teacher and provide **any assistance** to correct any problems which the evaluator has noted in the said evaluation.

(d) Nothing in this Article **4.02** shall be construed **as** limiting the School's right to visit the classroom and assess and guide the work of probationary Teachers at such time **as** it sees fit.

(e) A Teacher who has previously been granted permanency at the School and who after being granted permanency left the School, shall be entitled to be granted permanency once they have successfully completed one full School year of teaching **as** a probationary teacher after being rehired. **This Article 4.02** (e) shall only apply if the teacher actually taught for the School no more than seven years before being rehired.

**4.03** A Teacher who has been re-engaged for a fourth **(4th)** consecutive School Year shall be granted permanent **status**, Thereafter, his employment shall continue unless terminated pursuant to Article 6.

**4.04** A permanent Teacher shall be provided with a copy of any written formal evaluation placed in the Teacher's personnel file within twenty **(20)** school days, of the day or days, when the evaluation took place.

## **ARTICLE 5 - SALARY**

**5.01** Any Teacher who was employed in ~~But~~ Hayered during the School Year **1982-83** and who had notified the School by September **1, 1983** that such Teacher had a B.A. degree but not a maximum E.C.E. shall be entitled to the Six Hundred Dollar (\$600.00) bonus.

An allowance of Seven Hundred and Forty-two **(\$742.00)** dollars per **annum** shall be paid to each Teacher who possesses a degree at, or above the masters level, or equivalent.

Department Heads and Chairmen shall be paid **\$2,175.00** effective September **1, 2001** and **\$2,500.00** effective September **1, 2002** annually in addition to **their** Teacher's salary.

### **5.02** Increment and Salary Calculation

The salary scales for full-time Teachers for a full School Year for the period(s) **1996-1997** and **1997-1998** shall be **as** contained in Appendix **"A"** attached to and forming part of **this** Agreement.

**5.03** A Teacher's placement on the salary scales shall depend upon qualifications and teaching experience. The category of a Teacher shall be determined by the Teacher's qualifications **as** set out in Article **5.09**. The step on the salary scales (or partial step **as** the case

may be) to which a Teacher is assigned shall be determined by the number of full or partial years of experience the Teacher has been granted ~~as~~ further specified in ~~this~~ Article 5.

5.04 (a) ~~Bet~~ Hayed Teachers shall be granted a full year of teaching experience for teaching full-time, and shall be pro-rated on anything less than full-time. For teaching experience gained commencing September 1st, 1989, Bet Hayed Teachers shall be granted a full year of teaching experience for teaching half-time or more, and shall be pro-rated on anything less than half-time.

(b) Senior Kindergarten Teachers and Elementary Teachers teaching half-time or more shall be ~~granted~~ a full year of teaching experience and shall be pro-rated for teaching anything less than half-time.

(c) Middle School division Teachers hired prior to March 31st, 1977 who taught fifteen (15) or more periods per week for a full School Year in any Jewish day school, shall be credited with a full year of teaching experience for purposes of placement on the salary scale. Teachers hired after March 31st, 1977 will be credited with a full year of teaching experience if they teach thirty (30) or more periods per week and shall be pro-rated on anything less than thirty (30) periods.

(d) For Teachers who did not, or do not teach for a continuous School Year, one-tenth (0.1) of the teaching experience ~~as~~ determined in ~~this~~ Article 5.04 will be granted for each completed month that such Teacher did continuously teach for the School in such year.

**5.05** A Teacher who is employed full-time shall be paid an **annual** salary including holiday pay and vacation pay, ~~as~~ set out in the salary scales referred to in Article 6.01, depending upon his category ~~and~~ step (or partial step ~~as~~ the case may be). Any Teacher who is employed less than full-time shall be paid on a pro-rata basis based on actual teaching time. Preparation time and preparation duty time shall be treated ~~as~~ teaching time for the purposes of ~~this~~ Article **5.05**. The School ~~agrees~~ to guarantee to all regular classroom Teachers from Senior Kindergarten ~~to~~ and including Grade 5 preparation time of at least fifty-five (**55**) minutes per week for each Teacher employed half-time or more, or one (1) hour and fifty (**50**) minutes for a

full-time regular classroom Teacher, Any additional preparation/duty time shall be subject to assignment of normal teaching duties **as** may be required.

**5.06** Notwithstanding the provisions of Article 5.04(d) teaching experience granted in a year will not be affected by absences which occur during the School Year for reason of leaves of absence not in excess of sixty (60) days, illnesses not in excess of ninety (90) days, and maternity leaves not in excess of six (6) months or such longer period **as** may be specified in relevant legislation.

**5.07** A Teacher who is asked to, and does, substitute teach over and above his regular work load, shall be paid extra based upon his regular hourly or per period rate **as** the case may be, provided that the Teacher is requested to teach a subject for which he is qualified. If the Teacher does not teach a subject for which he is qualified, he shall receive substitute pay for supervising the said class at the same rate **as** a substitute Teacher hired to perform the substitute teaching.

**5.08 (a)** Upon written request of the Teacher, the School agrees to provide a letter to Revenue Canada confirming that the Teacher is required to travel between branches. Travel time between branches shall be paid for at the Teacher's regular hourly rate of pay and calculated **as** one half (**1/2**) hour per trip.

**(b)** Elementary Teachers whose outside duties are rendered **unnecessary** by inclement weather, shall stay with their class an extra fifteen (**15**) minutes at the end of such class, and the said class's lunch period shall be delayed by fifteen (**15**) minutes. The Teacher who is next responsible for such class shall arrive twenty (**20**) minutes prior to the normal time that the class would have commenced. If the lunch period is taken in the lunchroom then the afternoon Teacher shall pick up the children at the lunchroom and proceed to the classroom.

**(c)** Spread

The maximum spread that can be assigned to a full-time Grade 7 or 8 Teacher shall be two thousand one hundred and twenty (**2120**) minutes except where an individual Teacher has requested in writing a specific timetable. Every reasonable effort will be made to

adjust individual timetables from year to year in order to achieve as much internal equity as possible.

(d) All Teachers shall be required to remain in class until the last student is dismissed and to follow established procedures for classroom closing. Subject to approval by the School, the Principal shall appoint one or more Teachers from the Middle School division to perform supervisory duties at any time during the period beginning five (5) minutes before the teaching in the classes begin for the day, provided that students are required to attend at the beginning of the home room period. Such duties shall be performed by the Teacher without compensation.

(e) Staff meetings shall be held not more than twice per month, to a maximum of ten (10), during the School Year and Teachers shall be required to attend consistent with past practice. Teachers shall be paid for any staff meetings in excess of ten (10) that are not held during school time. Staff meetings in the Middle School division shall be on a shortened School day consistent with past practice. It is understood by the parties that such staff meetings will be scheduled immediately following the School day. Nothing contained in this Article shall limit the School's right to hold staff meetings as it considers necessary during School time. For at least one (1) of the staff meetings in each of the three (3) semesters, there shall be early closing at 3:00 p.m. (Winter 3:00 p.m. Shabbat schedule) for that portion of the School required to attend staff meetings (which meetings shall commence immediately thereafter).

5.09 (a) The School agrees to adopt the seven categories and the qualifications with respect thereto which are, as of the date of this Agreement, determined by Q.E.C.O. All staff members shall be classified according to the extent of their formal education, and total teaching experience, as presented at the time of hiring, in a recognized day-time school (public or private) wherever accumulated. Teachers shall be classified in accordance with the definitions of levels as determined by Q.E.C.O. For ~~But~~ Hayed Teachers, the School agrees to accept from former employers letters outlining the number of years of acceptable teaching experience, or part thereof, that Teachers have accumulated. If a dispute arises between the Teacher and the School as to such experience, the Teacher may appeal to the A.E.C.O. or such similar agency as is agreed upon. These years of teaching shall be used to place such Teacher on the ~~But~~ Hayed salary scale.



(b) The grid for the 1993-1994 school year and following years shall comprise 5 categories being categories A, A1, A2, A3, and A4. Teachers who are classified pursuant to the Q.E.C.O. classifications in the ~~three~~ (3) lowest Q.E.C.O. categories ~~as~~ they existed ~~as~~ of September 1st, 1993, shall be entitled to be placed in category A ~~as~~ further determined by the provisions of ~~this~~ Article 5.09. Teachers who are classified pursuant to the Q.E.C.O. classifications in the 4 highest categories ~~as~~ they existed ~~as~~ of September 1st, 1993, shall be placed in categories A1, A2, A3, and A4 respectively.

(c) A Teacher who was in category 1 or category 2 ~~as~~ of June 30th, 1993 shall have their salary and placement on the grid determined ~~as~~ follows:

(i) For the school year 1993/94 the following calculation shall be made:

FIRSTLY, the teacher shall be placed on the 1992/93 grid for category 1 or category 2 ~~as~~ the case may be based on their experience ~~as~~ of September 1st, 1993 and the salary to which they would be entitled pursuant to the calculations ~~as~~ set out in Article 5.05 shall be established . Such amount shall be the Base Salary for the purposes of ~~this~~ calculation.

SECONDLY, the teacher shall be placed on the same level of the A scale as set out in Schedule A and the salary to which they would be entitled pursuant to the calculations ~~as~~ set out in Article 5.05 shall be established . Such amount shall be the Target Salary for ~~the~~ purposes of ~~this~~ calculation.

THIRDLY, fifty percent (**50%**) of the difference between the Base Salary and the Target Salary shall be calculated and shall be called the Adjustment Amount.

The Teachers salary for the 1993/94 School year shall be established by adding The Adjustment Amount to the Base Salary as established herein.

(ii) ~~For~~ the School year 1994/95 the teachers salary shall be the salary they ~~would~~ be entitled to receive for the same step as the step they were entitled to ~~as~~ of September 1st, 1993 pursuant to the salary scales set out for category A.

(iii) For the School **year 1995/96** and following, the teacher shall receive the salary and increment to which they would be entitled pursuant to the provisions of Article 5.04 and following except that their step on category A **as of June 30th 1995**, as determined by Article 5.09 (c) (i) shall be deemed to have been **correct** for the purpose of placement on the salary scales of Category A only for all future school years.

(d) A Teacher who was in category **3** as of June **30th, 1993** shall be placed on the step level of category A to which he is entitled pursuant to the provisions of Article 5.09.

**5.10 (a)** Classification of a new Teacher shall be determined by the School, and communicated to the Teacher in writing. The School shall evaluate the new Teacher's education and experience, and classify the new Teacher according to the most recent guidelines of Q.E.C.O. If the new Teacher feels he **has** been incorrectly classified by the School, such new Teacher may **go** to Q.E.C.O. for classification but such classification by Q.E.C.O. shall be **based** solely on the educational documents produced and made known to the School at the time of hiring. If the new Teacher is right, the School shall reimburse **him** for the certification **fee**. Any dispute may be dealt with pursuant to the grievance procedure. Retroactivity, **by** reason of change of classification either **as a** result of the Q.E.C.O. ruling, or **as a** result of any grievance of **a** new staff members under the provisions hereof, shall be paid to the date of commencement of employment of the staff member on the next payroll following receipt of such corrected classification.

**(b)** In the event a new Teacher wishes to **seek** reclassification based on educational documents not provided or made **known to** the School at the time of hiring, such application **can** only be made within twelve (12) **months of** the date **on** which **the** new Teacher was hired. In the event such reclassification determines the Teacher should be re-classified, payment on the basis of such application shall commence, or be retroactive to the September following the date such application was made.

5.11 The parties agree that non-Ontario certified Teachers hired under conditions of Article 5.13 who cannot be evaluated by Q.E.C.O. shall be evaluated, for the purposes of Articles 5.09 and 5.10 by the Board of Jewish Education.

5.12 Application may be made by a current staff member for a revision of that staff member's classification pursuant to the terms of this Article 5.12. Application for such revision must be sought within the twelve (12) month period following the occurrence of any event which may affect the Teacher's category. Such application for revision shall be dealt with in the same manner as an application for classification of a new Teacher subject to the following conditions:

- (1) The Teacher must have notified the School in writing prior to February 25th of the year immediately prior to the current School Year that the staff member was either taking the **course** or intended to take the course. In the event that the staff member has not notified the School in Writing prior to the previous February 25th of **his** intention to take such a course, but, in fact, takes and successfully completes such a course before September 1st, then payment for such upgrading shall be made only in the following School Year and not in the current School Year.
- (2) The course including examination or other event has been successfully completed before September.
- (3) In the event a Teacher has notified the School in writing prior to the previous February 25th of **his** intention to take a course but the course including examination (or other event) has not been completed by September, the School shall pay the Teacher from the date such course including examination has been successfully completed. Upon providing appropriate documentation and being reclassified, the School shall pay the Teacher retroactively to the date of completion of the course (or other event) on the next payroll following receipt by the Teacher of such reclassification. The School shall confirm the reclassification to the Teacher in writing.

- (4) In the event a change in policy or classification procedures initiated and adopted by Q.E.C.O. affects the category classification of a Teacher previously classified by the School pursuant to the provisions of Article 5.10, the Teacher shall apply to the School for reclassification no later than February 25th for reclassification to commence September 1st of the following School Year. In the event such policy or classification procedure change is adopted by Q.E.C.O. after February 25th but before September 1st of the following School Year, the Teacher may make a special application for reclassification as a result of the adopted change effective September 1st of the following School Year so long as the application is made as soon as possible and no later than September 1st. It is agreed however that such late application will permit only one category upgrade for any teacher effective September 1st.

5.13 It is the policy of the School to hire Ontario certified Teachers. However, if after reasonable efforts have been made and an Ontario certified Teacher is not available, the School may hire a non-Ontario certified Teacher and, except in the case of a required bilingual Teacher, such Teacher must, within ~~three~~ (3) years of the date of his commencing ~~service~~ with the School, update his credentials and become certified. Any newly hired Teacher Librarians must have librarianship qualifications.

If such Teacher fails to obtain Ontario certification within the said three (3) year period, the School will have no obligation to continue the employment of such Teacher, but in the event ~~the~~ employment of such Teacher is continued by the School, such Teacher shall be considered permanent so long as such Teacher shall, within five (5) years of the date of his commencement with the School, update his credentials and become certified. If such Teacher fails to obtain such certification within such five (5) year period, his employment and all ~~rights~~ arising from his status as a permanent Teacher under this contract shall cease, and his employment shall be continued only on such terms as are mutually agreed between the parties to this Agreement.

All newly hired Teachers shall become and maintain membership in the College of Teachers. All Teachers in the employ of the School as of January 1, 2004, who are members

of the College of Teachers shall maintain such membership. Teachers who are not members because they are in arrears of College dues shall make any necessary payments to re-instate their membership in the College no later than September, 2004.

Those Teachers in the employ of the School as of June 30, 2004, who have not been certified as required by this Article 5.13 shall become certified as of June 30<sup>th</sup>, 2006, or shall have their employment terminated by the School effective June 30<sup>th</sup>, 2006, as required by this Article.

**5.14** Before the School seeks to find applicants for a new supervisory or administrative position, (e.g. Principal, Vice Principal and/or supervisor) the School undertakes to notify the Teachers who are presently on staff in order that they may apply for, and if determined to be qualified, be interviewed for the new position prior to the date that it is publicly advertised.

**5.15** In the Bet Hayered and in the Elementary division each Teacher will be informed on a tentative basis of the grade, a.m. or p.m. placement, and the branch. In the Middle School each Teacher will be informed on a tentative basis of the grade and courses to be taught. The date of notification will be no later than June 28<sup>th</sup>, or the last day of School, whichever comes earlier. However, if Teachers are required in the tentative plan to move moms or branches, notification shall be provided no later than three (3) days before the aforementioned dates. In any event where the School is satisfied that there is a significant change in the placement of the Teacher from the prior year, the Teacher shall have two (2) weeks from the date the Teacher is advised of the change in placement to notify the School, in writing, of the Teacher's resignation and such resignation shall be accepted by the School.

**5.16** The School shall distribute to all Teachers a copy of the planned School Calendar for the following School Year, as soon as possible in the spring of each year.

**5.17** The annual salary as set out in Article 5.05 shall be paid in twelve (12) equal monthly instalments no later than the last working day of each month commencing September 30<sup>th</sup> and ending August 31<sup>st</sup>. Teachers who do not teach a full School year shall have the annual salary pro-rated for the number of teaching days taught by the Teacher over the number of teaching days in the year, and paid in equal monthly instalments no later than the last working

day of each month. Such Teachers may elect to have their salary paid in equal monthly instalments spread over the months the Teacher actually teaches if they **so** advise the School in writing prior to commencing to teach.

5.18 The School shall deduct the membership fees for the Ontario College of Teachers from the salary of Teachers and remit such fees to the College in a timely fashion as required by the College.

5.19 It is agreed that Teachers who are responsible for intramural athletic competitions for more than one (1) period per week, shall have such extra time counted **as** part of their duties.

### 11 6 - TERMIN

6.01 All probationary Teachers shall be engaged subject to the absolute right of the School to terminate such Teacher's employment within the first forty-five **(45)** School Days actually worked by the probationary Teacher, and the right of the Teacher to resign within the first forty-five **(45)** days actually worked by the Teacher.

6.02 (a) The School shall give a probationary Teacher who has completed forty-five **(45)** School days actually worked ~~written~~ notice of termination of employment no later than November 30th, effective December 31st, and not later than May 15th, effective June 30th of that School Year. Such notice must be personally delivered to the Teacher or mailed by registered mail to the last ~~known~~ address of the Teacher and shall be deemed to have been received within three (3) days of the post mark.

(b) The School shall give a probationary Teacher who has completed forty-five **(45)** School days actually worked ~~written~~ reasons for the termination if the probationary Teacher **so** requests. Where the probationary Teacher **so** requests, he will be ~~given~~ an opportunity **to** make representations, or to have the Association make representations on ~~his~~ behalf, to a **committee** of the School other than the Personnel **Committee**. The decision of ~~this~~ committee shall be final and binding on the Teacher, the Association, and the School, The ~~written~~ decision of ~~this~~ committee must be rendered within thirty (30) days from the date representations are made to it.

(c) The discharge of a probationary Teacher shall not be the subject of a grievance or of Arbitration except where there has been a breach of Article 4.02, or the Teacher has been dealt with in an arbitrary or discriminatory manner. In such case the Teacher must elect to proceed either by way of the procedure set out in 6.02(b) above, or by way of grievance and arbitration but not both.

6.03 (a) A staff member shall give the School a written notice of termination of employment no later than May 15th effective June 30th of that School Year and November 30th effective December 31st. Termination of employment at any other time shall be by mutual consent only between the staff member and the School, subject to the right of the School to dismiss the staff member for just cause at any time. Permanent Teachers may be laid-off pursuant to the provisions of Article 8.

(b) Notice of termination of employment of a permanent Teacher shall be given, with written reasons, by the School to the Teacher no later than May 15th in any given year.

(c) The employment of a permanent or probationary Teacher may be terminated at the end of the School year in which the Teacher attains the age of sixty-five (65) before June 30th of that School year. In the event the Teacher attains the age of sixty five (65) after June 30th of any School year, such Teacher's employment may be terminated at the end of the next School year. The School may continue the employment of a Teacher beyond the School year in which they would be eligible for termination pursuant to ~~this~~ clause 6.03(c) under conditions mutually agreeable to the Teacher, the School, and the Association.

(d) In the event a staff member breaches his obligations pursuant to Article 6.03(a), the School may notify the Association. After a twenty-one (21) day period to investigate the circumstances of such breach, if the Association determines that there has been an unjustifiable breach, the Association agrees to notify the Ministry of Education and appropriate Teacher Federations, including but not limited to the Ontario Teachers' Federation, Federation of Women Teachers' Associations of Ontario, Ontario Public School Teachers' Federation, the Ontario Secondary School Teachers' Federation and the Ontario English Catholic Teachers' Federation, of this violation of the Collective Agreement and the seriousness with which both the School and

the Association view **this** violation. If pertinent, the appropriate school board shall also be notified.

6.04 (A) A permanent Teacher may be discharged for just cause including the following:

- (i) refusal to obey reasonable regulations **as** set down by **the** School and previously notified to the Teacher;
- (ii) bringing liquor for non-traditional purposes or bringing non-medically indicated **drugs** upon the premises or being at work under the influence of alcohol or narcotics;
- (iii) abuse of pupils;
- (iv) moral turpitude;
- (v) failure to adhere in **his** teaching and conduct to the philosophy and/or ideology of the School **as** previously specified in writing by the School;
- (vi) teaching incompetence **as** set out hereinafter, provided that **an** Arbitration Board hearing a grievance shall be entitled to determine that the specific cause(s) complained of are not serious enough to **warrant** discharge;
- (vii) a concerted and persistent attempt to involve parents, or students in a personal dispute which the Teacher has with the School.

**(B)** Before Article **6.04(A)(vi)** *can* be invoked, the School shall implement the following procedures:

- (a) The School shall provide **to** the Teacher concerned written notice setting out the following:
  - (i)** that the Teacher's teaching performance is under review,



- (ii) the areas, and/or aspects, of the Teacher's teaching performance which the School considers **as** not meeting the standards, or requirements, of the School,
  - (iii) the Teacher shall be granted a period of sixty (60) School days from the date of such notice within which to improve, or amend **his** performance, during which time the School and outside inspectors from York University, Faculty of Education of the University of Toronto or a Metropolitan Toronto School Board shall evaluate the Teacher's performance at least three (3) times, but not more than is reasonably required, and not more than once in every twenty (20) day interval. The School and the outside inspectors shall make written evaluations and a copy thereof shall be supplied to the Teacher. The Teacher may submit written **comments** on such evaluations, which shall form part of the Teacher's file. Principals and/or supervisors must discuss with the Teacher the results of their inspection and notice of the review shall be sent to the Association.
- (b) At the conclusion of such sixty (**60**) School days, and within a period of thirty (30) School days thereafter, the School shall notify the Teacher of its decision, either;
- (i) that the Teacher's teaching performance is no longer under review, or
  - (ii) that the Teacher's employment will be terminated pursuant to Article 6.4(A)(vi).

Where notice of termination is given to a Teacher pursuant to the terms of Article 6.04(A)(vi), the Teacher may file a grievance, provided that such grievance is filed within twenty (20) days of the Teacher receiving notice of termination. Where such a grievance is filed, the provisions of the grievance procedure shall apply **as modified by** this Article.

**6.05** In the event of an emergency caused by the death, serious illness, unanticipated leaving or dismissal of a Teacher, the School may, if necessary, immediately transfer a Teacher on a temporary basis from one branch to another. The School shall then attempt to fill the original vacancy created by the emergency by finding a suitable replacement Teacher who is agreeable to taking such a transfer. If no suitable replacement can be found who is willing to accept the transfer, the School may transfer a Teacher provided that said Teacher is given at least three (3) weeks' notice. Whereupon the temporary replacement Teacher shall be returned to his original position. A Teacher who is transferred on other than a voluntary basis shall only be transferred for the remainder of the School ~~Year~~ and shall have the right to be returned to the School from which he was moved if there exists a Teacher with less seniority than he, and who is qualified in the School to which the first Teacher was transferred during the year.

### **ARTICLE 7 - SENIORITY**

**7.01** The School shall establish for its permanent Teachers, seniority lists as set out in this Article 7. There shall be two (2) separate lists, one (1) for permanent Teachers employed in the Bet Hayed, and one (1) for permanent Teachers employed otherwise than in the Bet Hayed. The placement of a permanent Teacher on such lists shall be determined by the following criteria in the following order:

- (i) Number of years of recognized continuous teaching experience with A.H.D.S. and if equal;
- (ii) Number of years recognized teaching experience with A.H.D.S. whether or not continuous, and if equal;
- (iii) Number of years recognized teaching experience whether or not with A.H.D.S.

**7.02** For the purposes of this Article 7 only, a permanent Teacher's teaching experience with A.H.D.S. shall be computed as follows:

- (i) For each full School Year or decimal traction thereof that such Teacher teaches half (½) or more of the time or period requirement of a full-time Teacher, such

Teacher shall be granted a year or fraction thereof of full-time teaching experience.

- (ii) For each full School Year or fraction thereof that such Teacher teaches less than half (½) ~~of~~ the time or period requirement of a full-time Teacher, such Teacher shall be granted ~~fifty~~ percent **(50%)** of the teaching experience that a full-time Teacher would have been granted for such full School Year or fraction thereof.

7.03 Any leave of absence granted by the School will not ~~interrupt~~ continuous teaching experience with A.H.D.S. pursuant to Article 7.01(i). All maternity leaves granted pursuant to the E.S.A. and any other leaves to a maximum of three (3) years in any Teacher's career with A.H.D.S. shall be counted ~~as~~ teaching experience for the purposes of Article 7.01(i). For Teachers teaching less ~~than~~ half (½) time, for two **(2)** of the three (3) years prior to such leave, teaching experience for the period of such leave shall be at ~~fifty~~ percent **(50%)** of that of a full-time Teacher.

7.04 The School shall have the right to place its administrative personnel on the seniority list in accordance with the number of years of employment with the School. After an administrator becomes a Teacher, he shall be credited for continuous **service** counting all years of continuous service for the School ~~as~~ a Teacher and/or administrator.

7.05 The seniority lists shall be prepared by the School and a copy of each list provided to the Association by February 15<sup>th</sup>. In addition, each Teacher shall receive a copy of the list upon which that Teacher's name appears by February **28<sup>th</sup>**.

7.06 The procedures for identification of surplus Teachers are ~~as~~ follows:

- (a) Teachers reduction will take place in order of least seniority subject to the provisions of Article 7.10.
- (b) A Teacher who has his teaching assignment reduced due to decreased enrolment, may choose to be placed on the surplus list as opposed to accepting the reduced assignment.

- (c) The most junior Teacher **can** only be retained if the next most junior Teacher on the list is not fully qualified by June 30th of the School Year prior to the year the subject area would be taught or does not have any required special qualifications.
- (d) Where the most junior Teacher is retained, the requirements of 7.06(a) above apply to the next most junior Teacher until all surplus Teachers are identified.

7.07 (a) Teachers who wish to contest their placement on the seniority list shall state their complaint, and the reason for it to both the School and the Association by March 15th. The School and the Association agree to meet on or before March 31st and attempt to resolve all such complaints. Any complaint that cannot be resolved by the School and the Association may be submitted as a grievance and will be handled **as** a policy grievance of the Association.

(b) The Principal will, if possible, advise the staff at the March or April staff meeting concerning current enrolment projections and staffing.

7.08 (a) Teachers in the Bet Hayed who are qualified to teach in the Elementary division may apply for transfer. In the event such transfer is approved by the School, the transferred Teacher shall be considered **as** probationary for the first year or the duration of the normal probationary period, whichever is greater.

If the transferred Teacher is a permanent Teacher, he will either be retained in the Elementary division **as** a permanent Teacher in the Elementary division, or returned to the Bet Hayed without loss of seniority or sick leave credits.

Qualified Teachers in the Elementary division who wish to may apply for transfer to the Bet Hayed on the same terms and conditions **as** outlined above.

(b) After completing the probationary period **as** provided for in Article 7.08(a), Teachers who transfer to the Bet Hayed **from** Elementary or to Elementary **from** Bet Hayed shall be placed on the bottom of the seniority list to which they have been transferred. In the event that a Transferring Permanent Teacher does not successfully complete the probationary period and is returned in accordance with Article 7.098(a), then that year will still be credited to the Teacher's seniority.

A Teacher shall accrue seniority only on the seniority list with respect to which the Teacher is actually working. Seniority on the list from which the Teacher has transferred shall remain frozen. In the event that any seniority protection to which the Teacher is entitled on the seniority list with respect to which the Teacher is actually working is exhausted, then the Teacher may exercise whatever seniority protection to which the Teacher is entitled from the Teacher's frozen place on the other seniority list.

(c) For purposes of ~~this~~ Article 7.08 Elementary includes the Middle School.

7.09 Teachers shall have no seniority rights until they have been appointed as permanent Teachers pursuant to the provisions of this Agreement.

7.10 . Where the School by reason of course change or deletion, or diminished enrollment, determines that a permanent Teacher is to be laid-off or have ~~his~~ teaching load reduced, such lay-off or reduction shall occur in reverse order of seniority provided that the more senior Teacher is fully qualified to perform the required duties.

7.11 Where the School determines pursuant to Article 7.06 that a permanent Teacher will be laid-off or have ~~his~~ teaching load reduced the School shall give notice not later than November 30th, for reductions or lay-offs effective December 31st, and not later than April 30th, for reductions or lay-offs effective the end of the current School Year. In the event the School, is required to institute lay-offs or reductions in assigned duties required by sudden decline in enrolment during the School Year as a result of a legal strike, the School agrees to give Teachers affected at least two **(2) week's** notice of lay-off or reduction of assigned hours. For the purposes of ~~this~~ Article 7.11, a sudden decline in enrolment shall mean a overall reduction of twenty-five percent **(25%)** within a thirty (30) School day period from the commencement of the legal strike.

7.12 Notwithstanding Article 7.10, when a Permanent Teacher who taught elementary or Middle School core curriculum for one class in either the morning or afternoon, is assigned an additional core curriculum class and as a result teaches both morning and afternoon, the following rules shall apply to the additional teaching load:

(i) For the first year of such additional teaching load no seniority protection shall attach to the additional class and the School may in its sole discretion take away

such additional teaching load provided notice is given to such teacher in writing at the same times ~~as~~ those ~~set~~ out in Article 6.03(a).

- (ii) In the event such increased teaching load is continued after the first year, the Teacher shall be placed on the appropriate seniority list a second time with respect to such increased teaching load. For greater clarity, such increased teaching load shall then be subject to the security protection afforded by ~~this~~ Collective Agreement and, in particular, Article **7.10**.

**7.13** Permanent Teachers who have had reductions in their teaching load, or who have been laid-off, shall have a right of recall to any position for which they are fully qualified for a period of eighteen (18) months from the date of reduction or lay-off.

“Fully qualified” for the purposes of ~~this~~ Article **7** shall mean:

- (a) **A** Teacher who has taught the course for at least two **(2)** years; or
- (b) A Teacher who has taken or will have successfully completed by June 30th of the current School ~~Year~~ a recognized, related course at the Ministry or elsewhere that fully qualifies the Teacher to teach the course in question; or
- (c) At the discretion of the Principal, Director of Education or Supervisor.

**7.14** Where a single Teacher is required in a ~~Bet Hayered~~<sup>Hayeled</sup> classroom, it shall be the right of the School to select which Teacher(s) shall undertake such responsibility from among those Teachers who are willing to accept the increased responsibility. First consideration shall be given to those permanent Bet Hayered Teachers willing to accept the increased responsibilities before new or untenured teachers are offered the position. Any Bet Hayered Teacher who is unwilling to accept the sole responsibility in a classroom shall have the right to decline such a position. If there are no Teachers available to fill these positions, the School may assign the Teacher(s) with the least seniority to fill the position.

**7.15** Before hiring new Teachers for the ensuing School ~~Year~~ (including temporary replacements for Teachers on maternity leave or any other leave of absence), first consideration shall be given to part-time permanent Teachers fully qualified to perform the required duties who

have either given written notice to the School of a desire to expand their assignments, or who have responded to the posting **as** provided in Article 7.16. It is understood that part-time permanent Teachers hired **as** temporary replacements for Teachers on maternity leave or other leaves of absence may have those additional duties reduced or eliminated when such temporary leave ends and any such reduction or elimination shall not be considered a reduction in teaching load for purposes of Article 7 of **this** Collective Agreement.

**7.16** The School agrees to post on the staff bulletin board in each of its branches notice of requirements it has for new or expanded teaching assignments (including convener, department head, grade-co-ordinator). Such notice shall specify the assignment, and the location required. The School shall consider applications for such new or expanded teaching assignments (including convener, department head, grade-co-ordinator) received in Writing within five (5) week days of the date of such posting.

**7.17** The provisions of **this** Article 7 are subject to the ability of the School to maintain reasonable timetables for **the** School and its pupils.

**7.18** The School shall grant a leave of absence to a teaching assistant who has been offered employment **as** a probationary teacher for a maximum of three (3) years while such teaching assistant is employed as a probationary teacher for the School. The School shall grant a leave of absence to a Teacher while such Teacher is employed **as** a probationary teaching assistant for the School for a maximum of two (2) years.

**7.19** The School agrees to continue its present practice with respect **to the** number of hours of instructions in the elementary division for the first year of the Collective Agreement. **In** the event the School decides to alter **this** practice for the second year of the Collective Agreement, all permanent teachers in the employ of the School in the second year of the Collective Agreement shall receive a one time payment for the reduced income (if any), they experience **as** a result of the School adopting such altered hours in the second year of the Collective Agreement (provided the School may assign other duties to such teachers during any time lost for which they are receiving such one time payment).

**ARTICLE 8 - ABSENCE DAYS**

**8.01** Leaves of absence may be granted by the School for personal reasons without pay. These may be granted under special circumstances, for reasons approved by the School. The School agrees to exercise its discretion regarding such leaves in a fair and equitable manner.

**8.02** Miscellaneous leaves of absence, other than referred to in Article **8.01**, shall be granted by the School without loss of salary and without deduction of sick leave credits for the purposes of:

- (a) Writing University or Professional examinations to a maximum of two **(2)** days **per year**;
- (b) Attending either a staff member's own graduation or the graduation of the staff member's spouse or child to a maximum of one **(1)** day per graduation. Graduation means graduation with a university or equivalent or higher degree or certificate.
- (c) Attending **Court**, either **as** a person charged or **as** a party in any action in which the staff member's presence is required by law and arrangements cannot be made at night to a maximum of two **(2)** days. Any subsequent days may be granted at the discretion of the School;
- (d) Compassionate leave during the period of Shiva at the time of the death of a Teacher's immediate family which includes parents, spouse, children, **brothers** and sisters. In the event a Teacher feels obligated to attend with their spouse while such spouse is sitting Shiva for his parent, the Teacher may request from the Director of Education, in writing, compassionate leave for such purpose **and** such leave shall be granted. In the case of grandparents, spouses of children, and grandchildren, the leave shall be three (3) days. This leave applies equally to Teachers who are not members of the Jewish faith.
- (e) Non-attendance **as** ordered by the Medical ~~Officer~~ of ~~Health~~ or the School medical advisor;



- (f) Jury duty or duty **as** a witness in any Court to which he has been summoned in any proceedings to which he is not a party or one of the persons charged provided that the staff member pays to the School any fees exclusive of travelling allowances and living expenses received **as** a juror or witness;
- (g) Special circumstances for reasons approved by the School. The School agrees to exercise its discretion regarding such leaves in a fair and equitable manner;
- (h) Members of the Executive of the Association to engage in Association matters requiring their attendance during School time to a maximum of six (6) person days total per year and a maximum of three (3) Teachers absent at any one time;
- (i) Two **(2)** hours to attend a funeral;
- (j) Attendance at meetings of the Pension Plan for the employees of Hebrew Day Schools (“the Hebrew School Pension Plan”) or its sub-committees held during School time for those Teachers appointed **as** trustees to a maximum of six (6) person days total per year and a maximum of three (3) teachers absent at any one time, in the first year of the Collective Agreement. Thereafter it will be a maximum of three **(3)** person days total per year and a maximum of two **(2)** teachers absent at any one time.

**8.03** Days off or parts of days off shall be granted with loss of sick leave credits:

- (a) For one **(1)** day each time the Teacher moves;
- (b) Up to two **(2)** days for special family or personal circumstances **unless** the School cannot reasonably accommodate such request.

**8.04** Except in **the** event of an emergency, all requests shall be made in writing and permission, if granted, shall be made in writing. When leave is being granted for special circumstances, it shall be deemed to be pursuant to Article **8.01** unless otherwise stated.

**ARTICLE 9 - MATERNITY, PATERNITY AND ADOPTION ABSENCE**

**9.01** All female Teachers shall be eligible for maternity leave of absence without pay in accordance with the Employment Standards Act.

**9.02** Maternity leave up to a maximum of two (2) School Years shall be granted for permanent staff members provided such leaves shall terminate at the end of a School Year. Teachers who are not returning from maternity leave at the end of the first year shall advise the School by April 1st of that year. Upon return from the maternity leave, the Teacher shall be credited with benefits which they had at the time they commenced **their** leave.

**9.03** The School shall be informed of the pregnancy of a Teacher **as soon as possible**, but not later than ninety (90) days before the beginning of the leave of absence. The time of leaving shall be agreed upon by the Teacher and the School based upon the best interests of the School and the employee. In the case of a conflict, a mutually acceptable obstetrician's medical advice shall be sought and followed.

**9.04** A Teacher shall, subject to the terms of **this** Agreement, be entitled to be returned to a teaching position for which she is qualified at the beginning of the School Year following termination of leave **as** allowed by **this** Agreement. If absence is longer than seventeen (17) weeks and a Teacher desires to return during the School Year, and if arrangements can be made, she will be reinstated subject to Articles **10.04** and **10.05**.

**9.05** All female Teachers shall be eligible for adoption leave of absence for adoption of a child up to five (5) years old, for a period of up to five (5) days with pay and twenty-five (25) days without pay. The staff member, the Principal and the School will attempt to agree on a mutually acceptable period, but where it is apparent that the adoption date cannot be postponed, such period shall commence immediately upon the child becoming available for adoption.

**9.06** Where a male staff member's wife gives birth or adopts a child up to five (5) years old, he shall be granted a paternity leave of absence for a period not exceeding two (2) days with **pay**.

9.07 Following the granting of an extended maternity leave, a staff member must notify the School in writing of her intention to return to her position for the following School Year by no later than April 1st. In the event that the School is not notified by April 1st of the Teacher's plan to return, the School shall have no obligation to reinstate the Teacher at **any** time.

#### **ARTICLE 10 - EXTENDED LEAVES OF ABSENCE**

10.01 Leave of absence without pay for a period of a full School ~~Year~~ may be granted by the School to a permanent Teacher upon written request by a Teacher, with the approval of the School.

10.02 A Teacher who wishes to take a leave of absence without pay shall apply in writing to the School for leave of absence giving reasons and details regarding the purpose of the proposed leave. The Teacher shall apply not later than April 15th for a leave beginning September 1st.

10.03 After six (6) years of service, a Teacher may ask for a one (1) year leave of absence without pay for educational reasons upon written request to the Personnel Committee of the School. At least one (1) person per year shall be granted such leave if more than one (1) Teacher requests such a leave. If only one (1) Teacher applies for such a leave then it shall be granted unless extraordinary circumstances warrant otherwise. Notification of a request for leave of absence pursuant to ~~this~~ clause shall be delivered by April 15th, of the previous year. The Teacher shall be obligated to return to School the year following the leave of absence.

10.04 Following the granting of a leave of absence, a staff member must notify his School in writing of his intention to return to his position for the following School ~~Year~~ by no later than April 1st. In the event that the School is not notified by April 1st of the Teacher's plan to return, the School shall have no obligation to reinstate the Teacher at any time.

10.05 A Teacher returning from leave of absence shall be credited with all benefits he possessed **as** at the day of leaving.

10.06 For the purpose of determining seniority only, permanent Teachers shall be credited with teaching experience for the period of time during leaves of absence and maternity

leave. For salary purposes **this** period of time will not count **as** teaching experience except **as** provided in Article 5.06.

### **ARTICLE 11 - SICK LEAVE CREDITS**

11.01 Each Teacher covered by the Collective Agreement will have a Sick Leave Credit Account which shall indicate the number of credits he or she has accumulated while employed by the School and the value of such credits.

11.02 At the commencement of each School Year, there shall be credited to each **staff** member's Sick Leave Credit Account, one and one-half (1 ½) credits per month accumulative for the School Year, or fifteen (15) credits. In the case of a **staff** member commencing work after commencement of the School Year, the number of credits granted to that persons' Sick Leave Account shall be in proportion to the remaining full working months for the balance of the year.

11.03 The School shall be responsible for keeping a record of accumulated Sick Leave Credits and, the value of such credits, and the years during which such credits were accumulated. The School shall also be responsible for keeping records of deductions from each Teachers' Sick Leave Account. At the start of each School Year, the School shall notify each Teacher of the number of accumulated Sick Leave Credits in his account, **and** the value of such credits.

11.04 The value of each Sick Leave Credit shall be determined by dividing the number of periods or hours such Teacher is regularly paid per week during the **year** such credit was granted by the periods or hours of a full-time Teacher **as** defined in **this** Agreement. The resulting fraction shall be the value of each Sick Leave Credit accumulated in such year.

11.05 **A** Teacher may accumulate Sick Leave Credits from year to year to a maximum of 150. In all cases, such 150 accumulated Sick Leave Credits shall be the 150 Sick Leave Credits most recently accumulated.

11.06 For purpose of utilization of Sick Leave Credits to provide salary for a Teacher when sick, resort shall be had first to the Sick Leave Credits granted in that School Year. If more than the number of Sick Leave Credits **as** determined by Article 11.01 are required in **any** School Year, resort shall be had to the most aged Sick Leave Credits contained in the Teachers'

Sick Leave credit account. Such credits shall be used according to their respective values to the extent necessary fully to compensate for the absence in the current year.

**11.07** If a staff member uses the credits in **his** Sick Leave Account in full before the end of a given School Year, and leaves the employ of the School before the end of the School Year, a salary deduction shall be made for those days ~~taken~~ in excess of the one and one-half (1 ½) days per School month of employment to which the Teacher was entitled.

11.08 A staff member's absence for illness for a period of more than five (5) consecutive working days must be certified by a licensed medical practitioner or, if as a result of dental problems, certified by a practicing dentist. In special cases, there may be exemptions at the discretion of the School.

11.09 A **staff** member who has been on sick leave for more than five (5) consecutive working days may be required by the School to submit to **an** examination by a mutually agreeable medical practitioner or a dental practitioner at the expense of the Ontario Hospital Insurance Plan (OHIP). In the case of recurrent illness, even if each absence by the Teacher is of less than three (3) days duration, the Teacher may be required to submit to an examination by a medical practitioner appointed by the School at the expense of the Ontario Hospital Insurance Plan (OHIP), and a waiver shall be signed by the staff member directing the medical practitioner to send a note to the School explaining the reason for the Teacher's absence. In each case, the excess cost of the examination over and above the amount paid by OHIP or dental insurance shall be paid by the School.

11.10 **A** Teacher who is absent **from** duty due to illness shall be paid, for each day of such absence, the basic salary to which he would have been entitled to receive for that day, to the extent of the credits in **his** account.

11.11 Absence on the day before, or the day after a holiday without a medical certificate, unless by mutual consent of the School, because of extenuating circumstances, shall be considered unauthorized, and shall apply to extended vacation at the beginning or at the end of any School break. Such unauthorized absences may be the subject of disciplinary action, in addition to loss of pay.

**11.12** A permanent staff member absent from duty for a complete fill year as a result of personal illness shall have, in addition to his accumulated sick leave credits, another fifteen (15) sick leave credits granted to him. This provision shall no longer apply when a long term disability plan is instituted.

**11.13** Retirement/Service Gratuity

Upon retirement or death or the Teacher ceasing to work at the School, having actually taught for the School for fifteen (15) or more years, and the Teacher having attained the age of fifty (50) (except in the case of death), a gratuity shall be paid to the Teacher or the Teacher's estate as set out in this Article.

The gratuity shall be based upon two (2) days per year for the first fifteen (15) years having actually taught for the School, and on three (3) days per year for each year after fifteen (15) years actually taught for the School to a maximum of seventy five (75) days. The amount payable for each day shall be calculated by multiplying the average daily hours or periods paid for the years actually taught by the Teacher, by the per hour or per period rate payable to the Teacher in the last year actually taught at the School.

Except in the case of death, the Teacher must give at least one (1) year's notice of intention to retire or to cease teaching at the school, and the gratuity shall only be payable on retirement or ceasing to teach at the School or one (1) year after notice is given, whichever is later.

The gratuity, less statutorily required deductions, shall be included with the Teacher's last pay cheque, unless the Teacher's requests later or other payment, in which case the School shall comply with the Teachers request. In the case of a Teacher who qualifies for the gratuity, but ceases teaching at the School before the age of fifty (50), the gratuity shall not be payable until the Teacher's fiftieth (50th) birthday. The School will cooperate with the Teacher in making such payments to an RRSP to the extent allowed for such Teacher by the Income Tax Act. In the case of the death of a Teacher who qualifies for the gratuity, it shall be paid to the Teacher's estate within thirty (30) days of the Teacher's death.

**11.14** Benefits

- (a) The School shall pay four percent **(4%)** of a Teacher's salary (plus applicable taxes) to provide such benefits **as** set out in the Welfare Plan established by the Association. The School's sole obligation under this Article shall be to pay the Association of the Hebrew School Educators' Benefit Health and Welfare Plan trust ("the Trust") an amount equal to four percent **(4%)** of the Teacher's **annual** salary (plus applicable taxes), payable monthly, or such other **amounts** as directed by the Trust in accordance with **this** Article. The School shall further deduct additional premiums for coverage for certain Teachers as directed by the Trust. It shall be a condition of employment that all Teachers are deemed to have consented **to** such deductions. The Trust shall be responsible to provide the coverage for benefits under the Welfare Plan. The Trust agrees to provide the School any documentation required to determine the premiums payable by both the School and the Teacher.
- (b) The School shall pay these mounts to the Trust at the address, as indicated by the Association from time to time, no later than the thirtieth (30<sup>th</sup>) of the month following the month for which the payment is made, together with the names of the teachers on whose behalf the payments are made, the amount of the payment and the amount of the Teacher's monthly pay cheque.
- (c) The School shall pay one hundred percent **(100%)** of the premium for WSIB coverage for all Teachers. The School shall provide any information provided to it by either the Association or the WSIB about WSIB to all WSIB claimants.
- (d) A Teacher during **his** first two (2) years of teaching shall be eligible for participation in the pension plan. Commencing the third year of a Teacher's employment with the School, participation shall be mandatory.
- (e) The School shall continue to participate in and pay pension contributions for all Teachers participating in the Pension Plan.

## **ARTICLE 12 - MISCELLANEOUS**

12.01 At a time to be determined by the Principal(s) and Education Committee of each School, there shall be a minimum of four **(4)** Professional Development days during the School Year for the purposes of:

- (a) Visiting other schools (the Teacher shall thereafter supply a written report of said visit);
- (b) Discussion between General and Hebrew Studies Staff;
- (c) Programmes and **seminars** intended to advance professional expertise (the Teacher shall thereafter supply a written report).

At least two **(2)** such days shall be for the entire staff on the same day, but the other days need not be held on the same day, unless agreed to by the Association. One **(1)** week's notice for the individual professional days shall be given by the staff member and the actual days shall be determined by the Principal. No professional development day shall be held on **Purim**, Lag B'Omer, or Yom Haatzmaut.

\* 12.02 Teachers are required to attend two **(2)** Parent/Teacher meetings. One of these meetings shall be held during an evening after the School closes early on a Winter Shabbat 3:00 p.m. closing schedule. The second of these meetings shall be held during a day designated for **this** activity which would otherwise be a School day. The Teacher shall schedule **as** many interviews **as** may be conveniently held during the evening and any remaining interviews shall be held on the second day. Reasonable notice shall be given to the staff of such Parent-Teacher interview dates. In the event that the one **(1)** evening and one **(1)** day is not sufficient to conduct the required Parent-Teacher interviews, such interviews shall be held at such time **as** are mutually agreed to by the Teacher and the parent. Staff members shall, in addition, be required to attend one **(1)** curriculum, or orientation, evening each year upon reasonable notice being given to them. The School shall send a notice of the arrangements to the parents in a manner decided by the School. Nothing contained in **this** Article **12.02** shall be deemed to limit the right of the School **to** schedule Parent-Teacher meetings during a Teacher's normal teaching time.



12.03 It shall be the responsibility of the School to obtain a substitute Teacher in any case where a Teacher is absent **as** a result of illness or leave of absence. Other staff members may be requested to substitute for an absent Teacher. However, the staff member is not obligated to agree.

12.04 All staff members shall be required to notify the person designated by each School to receive such calls no later than 7:00 a.m. of their intended absence for the day.

12.05 Every staff member shall have, upon written request, a right to see his personnel file including any and all appraisals, or reports, which shall be kept in his file, in connection with his work performance at the School, at any reasonable time during the year. A Teacher shall be notified and receive a copy of any material which is placed in their personnel file. A Teacher shall have the right to respond in writing to any notations, and such response shall be included in his file. The Teacher shall also be given a copy of all inspection reports. A Teacher who has responded to any notation shall be given a copy of any rejoinder to his response included in his file. Copies of letters of reprimand sent to a Teacher may be sent to one or more of his Principal, Director of Education, President of the School and chairman of the Personnel Committee. Any recipients may provide copies **as** required in accordance with their duties.

12.06 All rights of the Teacher, such **as** the review of documents, files, salary schedule, classification, timetable, etc., granted elsewhere in **this** Agreement may be transferred to the Association on written authorization of the Teacher, said authorization being valid for no longer than one (1) month **from** the date of signing.

12.07 During the School Year, representatives of the Association shall be provided with information from the School's records with respect to Teachers' salaries, hours and classifications. Such request shall be made in writing and answered within forty-eight **(48)** hours.

12.08 The School shall make available to the Association a meeting room for the conduct of the Association meetings **as** they may be scheduled from time to time outside of School hours, and there shall be no charge for the provision of such room in the case of regular meetings of the Association.

**12.09** (a) In any given year when the day identified as 'Good Friday' falls outside of the Passover break, that day shall be deemed a regular School day. In a year where there are more than one hundred and eighty-five (185) School days, the School shall be closed on a substitute day provided that Teachers, for religious beliefs, may be absent on Good Friday without the loss of pay or sick leave.

(b) The parties agree to implement the Letters of Understanding attached, and made part of **this** Collective Agreement.

(c) In each year the day before Erev Pesach shall be a paid holiday provided it falls on a School day.

(d) The School shall close at noon on Erev Rosh Hashannah and Erev Yom Kippur.

12.10 The School **agrees** to use its best efforts to maintain class size maximum of no more than ~~thirty~~ (30) students in one (1) class. If a class size of more than ~~thirty~~ (30) is required, the School agrees to consult with the Association and to provide written reasons to the Association if requested,

**12.11** Middle School Teachers shall not be regularly timetabled for more than **three** (3) consecutive classes or four **(4)** consecutive periods where the teacher is assigned to any duty including travel time without a free period or lunch except in extraordinary circumstances and only after consultation with the Association.

12.12 Middle School timetables shall be finalized by November 1st and changes shall not occur after that date except in extraordinary circumstances and **only** after consultation with the Association.

12.13 Elementary French, **Gym** and Music schedules will be tentatively scheduled by the first day of School in September, and finally scheduled by November 1st and changes shall not occur after that date except in extraordinary circumstances, and only after consultation with the Association.

12.14 The School agrees to continue its present insurance coverage to the extent that it covers Teachers in the performance of their duties and agrees to provide the Association copies of whatever documentation is available to it with respect to that insurance coverage.

12.15 If during the School Year, new students are to be placed in any Teacher's class, the Teacher shall be notified at least one (1) day prior to that new student being placed in the class. In the event such notification is not possible, the School shall insure that the appropriate facilities are available in the classroom prior to the placement of the student and shall insure that an appropriate administrator escorts the new student to the classroom and introduces such student to the Teacher.

12.16 During the period from the end of classes until June 30<sup>th</sup>, Teachers shall be allowed at least one and one-half (1 ½) days, or partial days as the case may be, for the reorganization and cleaning of their classrooms and Part-time Teachers who are required to attend School beyond their regular hours shall be paid for those hours in excess of their regular part-time hours.

### **ARTICLE 13 - RIGHTS OF THE SCHOOL**

13.01 Save and except to the extent specifically modified or curtailed by any provision of this Agreement, the right to manage and conduct the business of the School is vested in the School's Board and its administration.

Without limiting the generality of the foregoing and subject to the provisions of this Agreement, the foregoing rights shall include:

- (a) The right to hire, transfer, classify, assign duties or classes, promote, discharge, demote or discipline employees provided that a claim of discriminatory classification, promotion, or transfer, a claim that an employee has been discharged, demoted, or disciplined without cause, may be the subject of a grievance;
- (b) The right to make, alter and enforce reasonable rules and regulations, provided that notice of any new rule or regulation which affects the staff shall first be given

to the staff and/or Association and the Association be given an opportunity to comment thereon within **two (2)** weeks of such notice;

- (c) The right to determine the services and courses to be provided and to alter, eliminate, establish or change **services**, courses and objectives;
- (d) The right to determine the location of its Schools and offices;
- (e) The right to maintain efficiency and order;
- (f) The right to effect changes in methods, operations, facilities, systems, and equipment;
- (g) The right to determine the work to be done and to determine the materials and supplies to be used and to contract for the purpose of any and all materials and supplies;
- (h) The right to **determine** the schedule of hours of the School and the Teachers and to assign hours of work to the employees within such schedule, subject to the provisions of **this** Agreement;
- (i) The right to schedule Parent-Teacher meetings and/or interviews, curriculum night and parent orientation meetings subject to the provisions of this Agreement;
- (j) The right **to** schedule staff meetings in accordance with past practice in each of its branches;
- (k) The right **to** select employees for positions excluded from the bargaining unit.

**13.02** The Association undertakes and agrees that neither it nor its members shall take part in, authorize, encourage, condone, support or threaten a strike during the period of operation of **this** Agreement and the School undertakes and agrees that it will not engage in **a** lockout of its Teachers during the aforesaid period. The terms “strike” and “lockout” **as used** herein shall be defined as in the Ontario Labour Relations Act.

**ARTICLE 14 - CRIMINAL RECORDS**

14.01 All new Teachers shall provide criminal reference checks to the School as requested by the School. All Teachers will be required to provide a statutory declaration as set out in Schedule 1.

**ARTICLE 15 - TERMINATION OF AGREEMENT**

15.01 Should the School merge with, or come under the operational jurisdiction of a Public or Separate Board, the terms of this Agreement shall no longer be in effect, and shall be superseded by the Agreement governing Teachers of the Public or Separate School Board with which the School shall merge, subject to the Teacher's seniority, tenure, sick leave, etc., being protected.


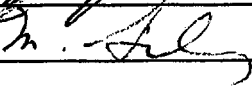
15.02 This Agreement shall become effective on the 1st day of September 2004 and shall continue in effect until the 31st day of August, 2006, and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing, as providing for in this Article, of its desire to negotiate amendments to this Agreement.

Notice that amendments are required shall only be given during the period commencing eight (8) months prior to the 31st day of August 2006, or similar periods thereof. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for purposes of negotiations.

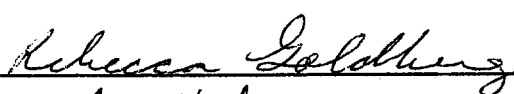

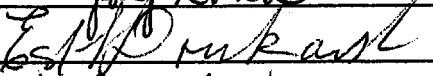
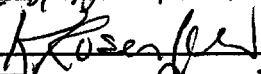

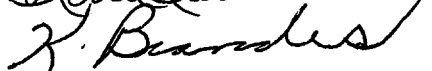
15.03 This Agreement shall be read with any changes of gender and/or number as may be required.

**DATED AT** Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.

For the School

  
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For the Association

  
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## SCHEDULE 1

### OFFENCE DECLARATION

TO: Associated Hebrew Schools of ~~Toronto~~

**Please check the appropriate box:**

The undersigned solemnly declares ~~that~~,

- Since the date of the most recent criminal background check of me obtained by you I have not **been** convicted of any **offences** under the *Criminal Code* (Canada)
- i. that are not included in the most recent criminal background check obtained by **you**; and
  - ii. for which no pardon under section 4.1 of the *Criminal Records Act* (Canada) has been issued or granted.

Or

- Since the date of the most recent criminal background check of me obtained by you I have been convicted of **an** offence(s) under the *Criminal Code* (Canada) for which no pardon has been granted, as follows:
- i. \_\_\_\_\_  
\_\_\_\_\_

sincerely

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Signature**

**LETTER OF UNDERSTANDING NO. 1**

**Re: Teacher Management Committee**

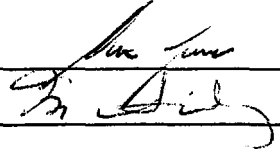
In the interests of bettering the relationship between the School and the Association the parties agree that they shall set up, as soon as possible after the signing of this Agreement, a Teacher Management Committee. The Committee shall be composed of three (3) or more representatives designated by the Association and three (3) or more representatives designated by the School.

It is agreed that the Teacher Management Committee shall only concern itself with matters raised by either party but that it shall not have the right to discuss any problem which is the subject of a current grievance, or arbitration, unless unanimously agreed upon by the Committee.



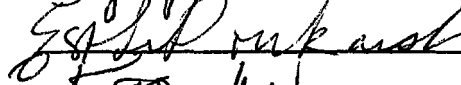

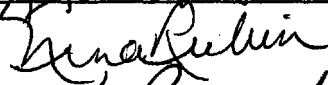

The Committee shall meet once a month or at such other time as the Committee agrees. The Committee may have the assistance and request the attendance of any person that the Committee unanimously agrees upon in order to assist the Committee in its functions.

**DATED** AT Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.

For the School

  
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For the Association

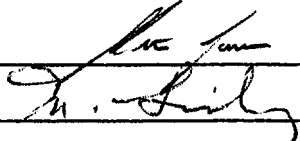
**LETTER OF UNDERSTANDING NO. 2**

**Re: Department Heads**



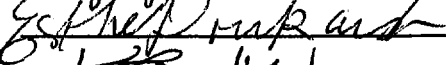
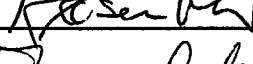


The School agrees that Department Heads must be Teachers who actually teach for the School, and in the case of the Middle School, such Department Heads must teach a minimum of five (5) periods a week.

**DATED AT Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.**

For the School

  
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For the Association



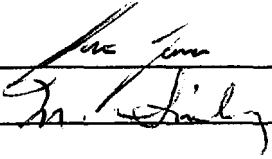
**LETTER OF UNDERSTANDING NO. 3**

**Re: Bilingualism**

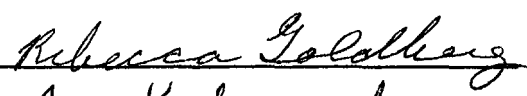

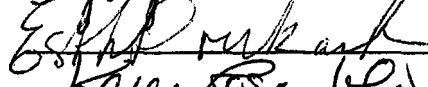
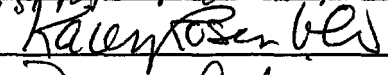

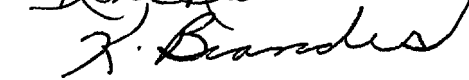
The School agrees that it will not introduce any qualifications for bilingualism in any subject area apart from those already in effect without giving the Association at least one (1) full School Year notice of such intention.

**DATED AT** Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.

For the School

  
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For the Association

  
  
  
  
  
  
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**LETTER OF UNDERSTANDING NO. 4**

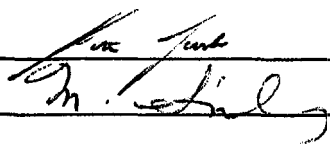
**Re: Middle School Spread**

The School agrees to a letter of understanding regarding Middle School spread as follows:

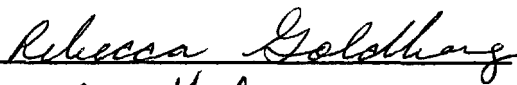
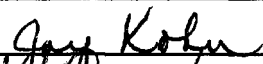
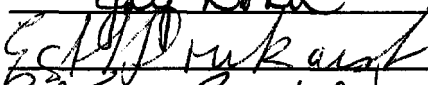
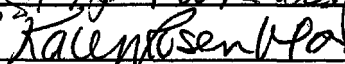

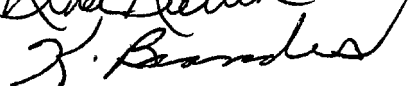
- (a) The School agrees to use its best efforts to reduce spread as far as possible for as many Teachers as possible.
- (b) The School agrees to consult with up to two (2) representatives of the Association with respect to timetabling in the Middle School and specifically with respect to the issue of spread in such Schools.

**DATED AT Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.**

For the School

  
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For the Association

  
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**LETTER OF UNDERSTANDING NO. 5**

**Re: Probationary Teachers**

The parties to **this** Agreement agree that any Teachers, **other** than remedial Teachers, hired on a short term contract are probationary Teachers.

**DATED AT** Toronto, **Ontario**, **this** 14<sup>th</sup> day of February, 2005.

For the School

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For the Association

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**LETTER OF UNDERSTANDING NO. 6****Re: Sabbatical- 4 for 5 Plan**

1. A permanent Teacher with at least **(5)** years of service with the School may apply for an earned leave of absence. The total period of the earned leave of absence program for a Teacher shall be five **(5)** years. During the first four **(4)** years of the program, the Teacher will receive a salary **equal** to eighty percent (80%) per **annum** of the Teacher's normal salary, **as** provided for in **this** Collective Agreement. The balance of the Teacher's regular salary shall be retained by the School (the "Deferred Salary Amount").

2. (a) The leave of absence shall be taken in the fifth (5th) year of the Program. A permanent Teacher who wishes to participate in this earned leave of absence program shall apply to the School in writing by April **30th** of the School Year preceding the commencement of the five **(5)** year program. However in **1998**, applications may be made until September **15, 1998**.

(b) The duration of such leave shall be one **(1)** School Year.

(c) (i) Applications shall be considered by the Personnel Committee of the School.

(ii) Applications shall be submitted to the School for consideration by the Personnel Committee by April **30th**. The Personnel Committee of the School will advise Teachers of its decision by June **30th** of the year in which the application was made. However for those applications submitted by September **15, 1998** the Personnel Committee of the School will advise Teachers of its decision by October **1, 1998**. The Personnel Committee will grant at least one **(1)** leave of absence per year. **Where** there are multiple applicants, **the** School shall not be required to grant more than one **(1)** Teacher a leave of absence under **this** program for any one **(1)** School Year.

- (iii) Notwithstanding anything to the contrary in **this** Article, no earned leave of absence need be granted to any Teacher who has already taken such leave within the previous five **(5)** years.
  - (iv) Where two **(2)** or more permanent Teachers submit applications under this Article and one (1) or more of them **has** previously received an earned leave of absence, preference shall be given to applicants who have not previously taken such leave. Where two **(2)** or more permanent Teachers submit applications, who have not previously received an earned leave of absence, preference shall be given to applicants on the basis of their length of service with the School.
  - (v) Subject to compliance with **this** Letter of Understanding, the decision of the Personnel Committee of the School shall be final and shall not be the subject of a grievance or arbitration.
- (d) Any number of permanent Teachers may apply for such leave,
- (e) During the period of leave, the Teacher shall not receive any salary or wages from the School, or from any other person or partnership with whom the School does not deal at arms-length, other than the amount payable pursuant to Article 1, and the benefits to which the Teacher is otherwise entitled under the terms of the Collective Agreement and in accordance with Article 3 of **this** Letter of Understanding.
- (f)** A Teacher who is granted **an** earned leave of absence shall return to **his** regular employment with the School after the leave of absence for a period that is not less than the period of the leave of absence.
3. (a) (i) Where an application is granted, the Applicant will receive the Deferred Salary amount together with accrued interest in equal monthly instalments during the year of leave.
- (ii) The eighty percent **(80%)** level of salary shall be paid in the first four **(4)** years of the program.

(iii) Interest paid to the Teacher under **this** provision will be considered as employment income for the purposes of the Income **Tax** Act and will be reported on the Teacher's T4 Supplementary and shall be subject to **tax** withholdings.

(b) All benefits and deductions from **this** reduced level of salary shall be determined as if the eighty percent (80%) level of salary were the Teacher's total remuneration.

(c) The seniority of a permanent Teacher taking a leave of absence under **this** Article will continue to accumulate. However, the Teacher shall not receive credit for the School Year during which the leave of absence is taken for the purposes of calculation of increment. The Teacher shall not accumulate any sick leave credit for the School Year during which the leave of absence is taken. **This** shall preclude a salary increase dependant on an additional degree earned that year. The increase shall only be applied on the Teacher's return in September.

4. Where a permanent Teacher leaves the employ of the School during the period during which he is receiving the eighty percent (80%) level, prior to the commencement of his intended leave of absence or during part of the leave where he is still owed monies, he shall be paid all monies which, but for **this** Article, would have been paid to him by the School.

5. Where a permanent Teacher dies during the period during which he is receiving **eighty** percent (80%) level of salary:

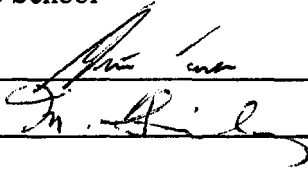
(a) Prior to the commencement of his earned leave of absence or during the part of the leave where he is still owed monies, his estate shall be paid all such monies which, but for **this** Article, would have been paid to him by the School.

6. Where a Teacher has been granted an earned leave of absence and advises the School no later than September 1 of the School Year preceding the year granted as the earned leave of absence that he does not wish to take the leave, such Teacher shall commence receiving one hundred percent (100%) of his salary, as provided for in this Collective Agreement, effective September 1st of such School Year, and shall cease to have any right to that earned leave of absence. Such Teacher shall be paid the deferred salary amount accrued together with interest prior to December of that year, and such amount shall be taxable income in that tax year. Where


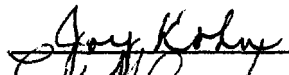
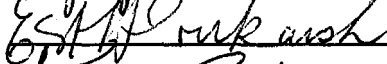


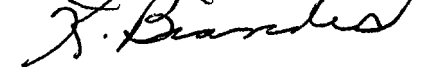
a Teacher advised the School after September 1st of such year preceding the year granted as the earned leave of absence year that he does not wish to take the leave, the School shall have no obligation to cancel the leave.

DATED AT Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.

For the School

  
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For the Association

  
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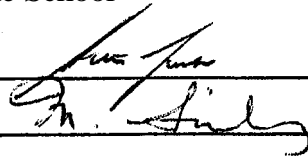
TER OF NDING NO. 7

**Re: Core and Home Room Teachers**

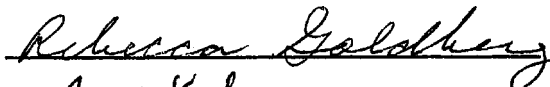
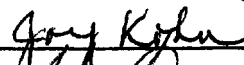
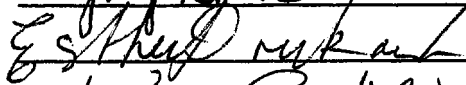
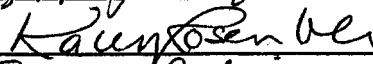

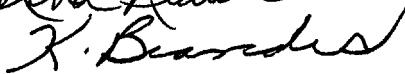
It is understood that the duties of core and home room Teachers **are** voluntary unless the School is unable to obtain **enough** volunteers to perform **this** duty. In the event that Teachers **are** involuntarily assigned to perform these duties, the provisions of Article 5.08(d) shall apply.

**DATED AT** Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.

For the School

  
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For the Association



**LETTER OF UNDERSTANDING NO. 8**

**Re: Class Size**

**WHEREAS** Article 12.10 of the Collective Agreement provides that the School will use its best efforts to maintain a maximum class size of 30 students;

**AND WHEREAS** the Association has proposed that the maximum class size be reduced to 28 students;

**AND WHEREAS** the School would like to do so but does not have the financial capability or the physical facilities to accomplish a maximum class size of 28 students;

**AND WHEREAS** the School has indicated that it is proceeding with destreaming during the 1991-93 School Years;

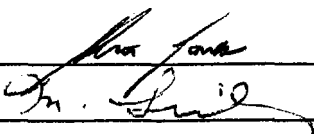
**AND WHEREAS** the parties believe that destreaming may have an affect on maximum class size in that it may tend to minimize large fluctuations in class sizes;

**THE PARTIES THEREFORE AGREE AS FOLLOWS:**



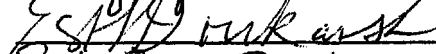



1. The Association withdraws its proposal for a maximum class size of 28 students.
2. The School agrees to provide information to the Association concerning destreaming, and to discuss maximum class size both through the provisions of Article 12.10 and through the Joint Action Committee.
3. The School acknowledges the right of the Association to raise the issue of maximum class size during any subsequent set of negotiations.

**DATED AT** Toronto, Ontario, **this** 14<sup>th</sup> day of February, 2005.

For the School

  
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For the Association

  
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1 " OF UNDERSTANDING NO. 9

**Re: Letter of Reference**

The School agrees that at the request of the Teacher and at the School's discretion a letter of reference will be provided to the Teacher.

DATED AT Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.

For the School

*M. Sidi*  
\_\_\_\_\_  
*Paul Jones*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Association

*Rebecca Goldberg*  
\_\_\_\_\_  
*Joy Kohn*  
\_\_\_\_\_  
*Edith Rubash*  
\_\_\_\_\_  
*Karen Rosenberg*  
\_\_\_\_\_  
*Lisa Rubin*  
\_\_\_\_\_  
*X. Brandes*  
\_\_\_\_\_

**LETTER OF                      ANDI    NO. 1**

**Re:    Duty Assignments and            it**

- (a)    The School shall continue the existing practice at each of its campuses (**as** of January 2004) with respect to recess duties during inclement weather.
  
- (b)    The School agrees to attempt to insure that duties assigned to teachers are allocated equitably and agrees to consult with the Association concerning such allocation.
  
- (c)    Kindergarten Teachers, specialists and any other Teachers covered by the Collective Agreement shall perform duties **as** set out in the Collective Agreement.
  
- (d)    In recognition of preparation time for kindergarten teachers, such teachers shall, in addition to the ten minutes per half day break currently used for preparation time, be entitled to a further ten minute per half day break in lieu of recess. Such **time** shall be taken by the Teacher pursuant to a schedule to be prepared by the School. Such schedule shall insure that at no time is the class unsupervised.
  
- (e)    In the event that the School is not able to meet these timetabling conditions, the School agrees to consult with the Association **with** respect to the timetabling of such duty periods.
  
- (f)    Any nursery class which has **only** one Teacher and an Assistant shall have a maximum class size of seventeen unless otherwise agreed between the parties.
  
- (g)    The Association agrees that it shall **encourage** its members **to** co-operate with requests by the principal to supply teach in the Middle School when necessary.

(h) The Association understands and agrees with the School's expectation that Teachers will not leave their classes before all their students are dismissed.

DATED AT Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.

For the School

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*M. J. [unclear]* >  
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For the Association

\_\_\_\_\_  
*Rebecca Golberg*  
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*Joy Kohn*  
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*Geoffrey Pank and*  
 \_\_\_\_\_  
*Lacey Rosenblatt*  
 \_\_\_\_\_  
*Irina Rubin*  
 \_\_\_\_\_  
*K. Beaudet*

**LETTER OF UNDERSTANDING NO. 11**

**Re: Professional Development and Training**

The Association recognizes the requirement of Teachers to devote their time to professional development. Accordingly for the term of ~~this~~ Collective Agreement, the Association agrees that Teachers will devote their own unpaid time in the event that the Ministry of Education introduces new curriculum in subjects that the School also adopts ~~with~~ one (1) workshop per grade of unpaid time provided that another workshop of equivalent duration takes place during a **staff** meeting or other paid time during regular School hours pursuant to the Collective Agreement.

**DATED AT** Toronto, Ontario, **this** 14<sup>th</sup> day of **February**, 2005.

For the School

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For the Association

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**LETTER OF UNDERSTANDING NO. 12**

**Re: Travel Time**

(a) Travel time up to one hour **and fifty** one minutes (1Hr and 51 Min) for a full time specialist shall be without compensation beyond their regular salary. Travel time **over this** amount shall be compensated on the **same** basis **as** it has been prior to **this Letter** of Understanding.

(b) **Any** full time specialist who is required to travel for one hour **and** forty minutes or more per week shall not have **any assigned** duties.

The times specified in paragraphs (a) **and** (b) shall be pro-rated for **any** specialist who teaches less than full time.

**DATED AT** Toronto, Ontario, **this 14<sup>th</sup> day** of February, 2005.

For the School

*J. Lily*  
*[Signature]*  
   
 

For the Association

*Rebecca Goldberg*  
*Joy Kohan*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**LETTER OF UNDERSTANDING NO. 13**

**Re: Teacher's Inability To Perform Duties - Health Reasons**

The parties agree that the provisions of Article 11.09 allows the School to have a teacher **who** is unable to perform outdoor duties because of a medical condition, examined by a medical or dental practitioner mutually agreed upon, pursuant to the provisions of that article.

**DATED AT** Toronto, Ontario, **this** 14<sup>th</sup> day of February, 2005.

For the School

*E. Lill*  
*Ann York*  
\_\_\_\_\_  
\_\_\_\_\_

For the Association

*Rebecca Goldberg*  
*Gary Kohn*  
*Edith M. K. and*  
*K. Sorber*  
*Lina Rubin*  
*F. Brandes*

7 OF UNDERSTANDING NO. 1.

**Re: Early Retirement Committee**

A committee shall be established composed of equal representatives selected by the Association and the School to consider possible early retirement options.

**DATED AT Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.**

For the School

*[Handwritten signature]*  
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For the Association

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**LETTER OF UNDERSTANDING NO. 15**

**Re: Computer Training: 2001**

For the calendar year **2001 only**, Teachers shall not be required to attend at School on June 27<sup>th</sup>, 28<sup>th</sup> and 29<sup>th</sup>. In exchange, Teachers shall be required to attend for **an** additional day of computer training **only** on either Tuesday, August 28<sup>th</sup> or Wednesday, August 29<sup>th</sup>, 2001.

DATED AT Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.

For the School

*An. Lil*  
*Anna Tomer*  
\_\_\_\_\_  
\_\_\_\_\_

For the Association

*Rebecca Goldberg*  
*Joy Kohne*  
*Est. P. Kausl*  
*K. Rosenbl*  
*Vina Reuben*  
*X. Beaudet*

I OF UNDER NO. 6

**Re: Timetable for the Middle School**

The School intends to re-examine the timetable for the Middle School including issues with respect to duties, spread, and the length of the school day.

The Association agrees to appoint two (2) representatives to sit on a joint committee with representatives of the Association, the School, and the Federation to examine these issues.

**DATED AT Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.**

For the School

D. Smith  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

For the Association

Rebecca Goldberg  
Jay Kolm  
EST/Prakash  
Rosenfeld  
Lina Baker  
X. Brander

**T      OF UNDERST      NO. 17**

**Re: 10 Operating      for      1 Holidays**

**WHEREAS** the School closes early at noon for certain religious and other holidays;

**AND WHEREAS** previously because of **this** early closing on Erev Rosh Hashannah and Erev Yom Kippur, half (1/2) day programs or classes that were taught only for the morning (primarily certain nursery, junior kindergarten and senior kindergarten programs) were cancelled and half (1/2) day programs taught only for the afternoon were shifted **to** the morning on Erev Rosh Hashannah and Erev Yom Kippur;

**AND WHEREAS** **this** transfer was in order to achieve fairness and balance with respect to the early closing on Purim and Yom Haatzmaut where the half (1/2) day morning programs would take place **as** scheduled but the half (1/2) day afternoon programs would be cancelled;

**AND WHEREAS** the School now wishes the half (1/2) day morning programs, which were previously cancelled, take place **as** scheduled on the mornings of Erev Rosh Hashannah and Erev Yom Kippur;

**THEREFORE** the School and the Association each agree that for the 2004 / 2005 School Year:

1. All Teachers and Teaching Assistants who will now be required **to** work the half (1/2) day morning programs on Erev Rosh Hashannah and Erev Yom Kippur shall be permitted to take **an** equivalent amount of paid time **off** from otherwise scheduled time during the School Year.
2. **This** Letter of Understanding is enforceable pursuant to the grievance and arbitration provisions of the Collective Agreement.
3. For the 2005-2006 School Year, the School retains the right to revert to the previous practice of cancelling half (1/2) day programs or classes taught only in the morning on Erev Rosh Hashanah and Erev Yom Kippur **as set** out above, provided the School notifies the Association and the Teacher(s) and Teaching Assistant(s) involved that it is reverting

to the previous practice no later than August 15, 2005, failing which Paragraph 1 continues to apply.

DATED at Toronto, Ontario, this 9<sup>th</sup> day of September, 2004.

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Associated Hebrew Schools  
~~Educators~~

Per:

*[Handwritten signatures]*

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The Association of Hebrew School

Per:

*[Handwritten signatures]*

LETTER OF UNDERSTANDING NO. 1

**Re: Individual Early Retirement Incentives**

1. The School is prepared to disclose any early retirement incentives offered to certain Teachers, to the Association. It is understood that such early retirement packages are completely voluntary on the part of the Teacher.
2. Full details of these packages including the terms and identity of the Teachers involved will be disclosed to the Association.

DATED at Toronto, Ontario, this 14<sup>th</sup> day of February, 2005.

*G. Sidel*

Associated Hebrew Schools  
Educators

Per:

*[Signature]*

\_\_\_\_\_  
The Association of Hebrew School

Per:


*Rebecca Goldberg  
Gary Kohn  
Esther Pankash  
Kosher M  
Dina Rubin  
R. Bander*

**LETTER OF INTENT**

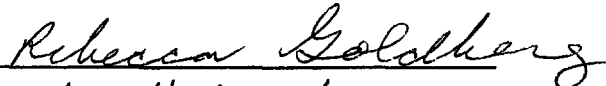


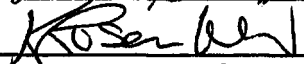
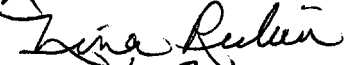
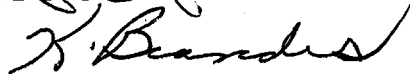
The School undertakes and agrees that where it finds it unavoidable to have a sole Bet Hayered Teacher in a classroom, assistance will be provided by supervisors to enable such Teachers to obtain a suitable and reasonable break from classroom duties.

**DATED AT** Toronto, **Ontario**, this 14<sup>th</sup> day of February, 2005.

For the School

  
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For the Association

  
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**Associated Hebrew Schools  
Teachers' Scale Based on 30 Hours  
September 1, 2004 - January 31, 2005**

<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>	
31897	35052	36742	40435	42115	<b>0</b>
34198	37580	39373	43504	45420	<b>1</b>
36497	40105	41999	46573	48728	<b>2</b>
38799	42635	44624	49638	52033	<b>3</b>
41098	45162	47258	52708	55335	<b>4</b>
43398	47688	49883	55777	58636	<b>5</b>
45804	50224	52514	58861	61942	<b>6</b>
48000	52748	55140	61912	65249	<b>7</b>
50298	55272	57776	64978	68551	<b>8</b>
52605	57808	60398	68049	71858	<b>9</b>
54900	60330	63024	<b>71115</b>	75159	<b>10</b>

**Associated Hebrew Schools  
Teachers' Scale Based on 30 Hours  
February 1, 2005 - August 31, 2005**

<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>	
32216	35402	37109	40839	42536	<b>0</b>
34540	37956	39767	43939	45874	<b>1</b>
36862	40506	42419	47039	49215	<b>2</b>
39187	43061	45070	50134	52553	<b>3</b>
41509	45613	47731	53235	55889	<b>4</b>
43832	48165	50382	56335	59222	<b>5</b>
46262	50727	53039	59450	62561	<b>6</b>
48480	53276	55692	62531	65901	<b>7</b>
<b>50801</b>	<b>55825</b>	<b>58354</b>	<b>65628</b>	<b>69236</b>	<b>8</b>
53131	58386	61002	68729	72576	<b>9</b>
<b>55449</b>	<b>60933</b>	<b>63655</b>	<b>71826</b>	<b>75911</b>	<b>10</b>



**Associated Hebrew Schools  
Teachers' Scale Based on 30 Hours  
September 1, 2005 - August 31, 2006**

<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>	
32941	36199	37944	41758	43493	<b>0</b>
35317	38810	40662	44928	46906	<b>1</b>
37691	41417	43373	48097	50322	<b>2</b>
40069	44030	46084	51262	53735	<b>3</b>
42443	46639	48805	54433	57147	<b>4</b>
44818	49249	51516	57603	60554	<b>5</b>
47303	51868	54232	60788	63969	<b>6</b>
49571	54475	56945	63938	67384	<b>7</b>
51944	57081	59667	67105	70794	<b>8</b>
54326	59700	62375	70275	74209	<b>9</b>
56697	62304	65087	73442	77619	<b>10</b>

**Associated Hebrew Schools  
Junior Kindergarten Scale  
September 1, 2004 - August 31, 2006  
Based on 28.75 hrs**

<b>September 2004-January 2005</b>	<b>February 2005-August 2005</b>	<b>September 2005-August 2006</b>	<b>Step</b>
27084	27355	29769	0
28733	29020	31759	1
30409	30713	33762	2
32120	32441	35785	3
33863	34202	37823	4
35744	36101	39932	5
37703	38080	42134	6
39631	40027	44217	7
41553	41969	46346	8
43473	43908	48479	9
45385	45839	50603	10

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**Associated Hebrew Schools  
Nursery Scale  
September 1, 2004- August 31, 2006  
Based on 28.75 hrs**

<b>September 2004-January 2005</b>	<b>February 2005-August 2005</b>	<b>September 2005-August 2006</b>	<b>Step</b>
22852	23081	23600	0
24290	24533	25085	1
25777	26035	26621	2
27314	27587	28208	3
28900	29189	29846	4
30708	31010	31708	5
32580	32906	33646	6
34515	34860	35644	7
36381	36745	37572	8