

AGREEMENT

Between

**THE HAMILTON-WENTWORTH
CATHOLIC DISTRICT SCHOOL BOARD**

And

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

**REPRESENTING THE SECONDARY TEACHERS
(INCLUDING ADULT CONTINUING EDUCATION TEACHERS)
OF THE HAMILTON SECONDARY UNIT (O.E.C.T.A.)**

**EMPLOYED BY THE HAMILTON-WENTWORTH
CATHOLIC DISTRICT SCHOOL BOARD**

September 1, 1998 - August 31, 2000

ARTICLE I: RECOGNITION

- 1.01 The Board recognizes O.E.C.T.A. as the exclusive bargaining agent for all Teachers described at S.277.3(1)3 of the Education Act including Adult Continuing Education Teachers.
- 1.02 This Agreement shall be deemed to form the contract of employment between the Board and each Teacher who is a member of O.E.C.T.A. subject to revisions thereof under article 2.03 of this agreement.

ARTICLE II: DURATION AND RENEWAL

- 2.01 This agreement shall have effect from September 1, 1998 up to and including August 31, 2000 and from year to year thereafter, unless either party gives to the other party notice, in writing, no later than April 1st prior to the expiration date that it desires to negotiate with a view of renewal of this agreement with or without modification.
- 2.02 The Parties shall meet within 15 calendar days from the giving of notice, and shall negotiate in good faith and make every effort to arrive at an agreement.
- 2.03 The Parties may at any time upon mutual agreement negotiate revisions of this Agreement. Any such revisions mutually agreed upon shall become effective from such date as shall be mutually agreed upon by the Parties.
- 2.04 All terms of this agreement will be binding on both parties retroactively to September 1, 1998 except as noted.

ARTICLE III A: MANAGEMENT RIGHTS

3A.01 Save and except to the extent specifically modified or curtailed by any provision of this agreement the right to manage the business of the Board and its schools is vested solely and exclusively, without limitation, in the Board and its management.

3A.02 Notwithstanding any other provision of this agreement, it is agreed that the provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic and Protestant Separate School Boards under the British North America Act 1867 and the Constitution Act, 1982.

3A.03 Where a conflict appears between this Agreement and a provision of an Act or Regulation, the provision of the Act or Regulation prevails.

ARTICLE III B: TEACHER RIGHTS

3B.01 Each Teacher shall have the right to consult his/her official personal file held by the Board in its Central Supervisory File during normal business hours. Each Teacher's official personal file shall include all portfolios held by the Board containing any information about an individual Teacher.

The Teacher, upon request, will be provided with a photocopy of any contents so desired. Costs will be 25 cents per copy. A minimum of 48 hours notice, excluding weekends and holidays, must be given for the request.

- 3B.02 a) No Teacher shall be disciplined, demoted, or discharged, except for just cause.
- b) In the event that the Board discharges a Teacher for just cause, the Board shall provide written notice of such termination and such written notice shall state the reason(s) for termination.

3B.03 In accordance with the Labour Relations Act, the Board recognizes the appointment of the elected Hamilton Secondary Unit staff representative/councillor at each school as the union steward for the site.

3B.04 Within 60 working days of the request being made, the Board shall make available to the Local Teacher Bargaining Unit information such as Teacher qualifications, experience, benefits, scattergrams, and any other information required to assist the parties in negotiating a collective agreement.

ARTICLE IV: PLACEMENT

- 4.01 a) A Teacher shall be placed in a category as per the Qualifications Evaluation Council of Ontario, Programme 3, June 1975.
- b) The Board reserves the right to request Q.E.C.O. to review the Teacher's Q.E.C.O. placement according to the terms of Q.E.C.O. Programme 3, June 1975 within 60 days of the receipt of the Q.E.C.O. rating by the Administrator of Human Resources.
- 4.02 a) The initial placement of each Teacher with a degree shall be in Category A1 until he/she submits a Q.E.C.O. certificate to the Administrator of Human Resources.
- b) The initial placement of each Teacher without a degree shall be in a non-degreed category until he/she submits a Q.E.C.O. certificate to the Administrator of Human Resources.
- 4.03 a) i - A Teacher who before the beginning of the school year has met all the conditions required for a higher category placement is entitled to an adjustment in salary as of September 1st of that school year.
- ii - If qualifications are acquired between September 1st and December 31st of a school year, a Teacher who has met all the conditions required for a higher category placement is entitled to an adjustment in salary as of January 1st of that school year.
- iii - Such request for adjustments must be submitted to the Administrator of Human Resources no later than December 31st, if applicable to a September 1st adjustment, or March 31st, if applicable to a January 1st adjustment.
- iv - An official form stating that the Teacher has applied to Q.E.C.O. for a category adjustment must be filed with the Administrator of Human Resources prior to the above stated dates. This form would meet the requirement for adjustment as stated above.
- b) Such adjustments are to be made from September 1st or January 1st as applicable in that school year when the documents are received by the Administrator of Human Resources.
- 4.04 Qualifications cannot be used twice: qualifications used to improve category placement cannot also be used as an extra degree.

ARTICLE V: INTERPRETATIONS AND PROCEDURES

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

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

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

There will be 9 pays from September 1st to December 31st.

There will be 17 pays from January 1st to June 30th.

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

5.02 For purposes of calculating a day's salary under this agreement, the amount shall be equal to:

$$\frac{1}{\text{----- that year in that year}} \times \text{the Teacher's salary in no. of legal school days}$$

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

- 1) proof of registration in a university or Ministry of Education and Training Level Course be supplied, and
- 2) commencing September 1, 1993 that the salary advance(s) does not exceed \$2,100 in a calendar year

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

5.04 Although the Board has the sole right to create or designate a new position to be filled by any Teacher who comes within the scope of this Agreement, it is agreed that any allowance for such position shall be arrived at through negotiation with the Local Collective Bargaining Committee (LCBC). The Board will advise the Local Teacher Bargaining Unit of the establishment of the positions referred to above, in writing, prior to the commencement of advertising.

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

Such payment shall be retroactive to the date of assuming the responsibility of the position.

- 5.06 No Teacher shall hold more than one position for which there is a paid responsibility allowance.
- 5.07 No Teacher shall receive a decrease in basic grid salary because of the implementation of this agreement.
- 5.08 No Teacher who is paid a basic grid salary plus a responsibility allowance and who receives a promotion shall receive a decrease in gross salary.
- 5.09 Teachers shall be placed, initially, within a salary grid, having regard to the following factors:
- a) Each year of successful teaching for which a Teacher has a valid interim, permanent, or equivalent Teacher's certificate shall count for a year of experience.
 - b) Previous years of successful teaching experience with other Boards for which a Teacher has held a valid teaching certificate shall be recognized to the maximum in each level.
 - c) Teachers who are certified to teach in Ontario and who taught on Letters of Permission prior to becoming certified shall be entitled to count a year of experience for each year of experience on a Letter of Permission which was granted by the Ministry of Education & Training in Ontario recognized fully for salary purposes.
 - d) The recognition of experience, as set out above, on the salary scale shall not entitle any Teacher to pierce the maximum of any category.
- 5.10 In determining "years of experience" or "years of teaching experience" in this article, the following shall apply:
- a)
 - i) Where a full time Teacher has completed six full time successful teaching months in a year, but has not completed the full year, the Teacher shall be entitled on one occasion only to count such "short year" as one year's experience, unless the reason for other "short years" are as a result of pregnancy and/or parental leave in which case they shall count.
 - ii) Where a half-time Teacher has completed six half-time successful teaching months in a school year, but has not completed the full year, the Teacher shall be entitled on one occasion only to count such "short year" as one half year's experience, unless the reason for other "short years" are a result of pregnancy and/or parental leave in which case they shall count.
 - b) Where a Teacher has had part years of successful service, consisting of less than six months with the Board, such part years may be accumulated to a total of ten months at which point the Teacher will qualify for one year of experience.
 - c) Teachers who are employed to teach a half day or half week schedule for ten months of the teaching year shall be granted a half year of experience.

- d) Teachers working one complete semester shall be entitled to a half years recognition of experience.
- 5.11 Years of experience already recognized as at September 1, 1973 shall continue to be fully recognized.
- 5.12 When a Teacher is initially placed within a salary grid, upon being employed by the Board, the Board will make an allowance for such related trade or recognized business experience which is relevant to the subject to be taught by the Teacher. It is understood that such allowance will not entitle the Teacher to pierce the maximum of any category. It is further understood that such experience must be related to what the Teacher is initially hired to teach.
- 5.13 Recognition for years of experience shall be granted effective September 1st only, subject to the approval of the Director of Education or designated Superintendent and the terms of the Agreement.
- 5.14 The Board reserves the right to withhold a part or all of an annual increment, if a Teacher's services are proven to be unsatisfactory.
- 5.15 Successful casual supply teaching with this Board shall be recognized as teaching experience.
- Effective September 1, 1991, 190 teaching days shall constitute one year experience and 95 days shall constitute one-half year of experience.
- 5.16 a) When a Teacher is appointed to the position of Consultant, the initial term shall not exceed four (4) years.
- b) After the completion of the initial term the Teacher shall be:
- i) confirmed in the position
 - or
 - ii) promoted
 - or
 - iii) returned to his/her former position or equivalent.
- c) The determination under (b) above shall be at the discretion of the Board. It is further understood that if the Teacher is returned or requests to return to his/her former position under b) iii) above, it will be with no loss of seniority in that position.

ARTICLE VI A: LEAVES OF ABSENCE

6A.01 Cumulative Sick Leave

a) **Cumulative Sick Leave Allowance**

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

b) **Method of Accumulation**

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

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

d) The maximum accumulation in the sick leave credit balance is not to exceed 260 days at any time.

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

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

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

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

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

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

b) When a Teacher's sick leave credit is exhausted, pay deductions shall be made for each additional day's absence. The Teacher may request that these deductions be taken from any accumulated hold back pay.

c) By December 15th, the Board shall furnish each Teacher with a statement of sick leave credit balance as of June 30th in the applicable year.

6A.03 Teachers who are receiving Long Term Disability benefits or who have been placed on leaves of absence will not be eligible for the Cumulative Sick Leave Allowance.

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

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

6A.06 Pregnancy/Parental Leave

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

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

Plan A or Plan B.

Plan A

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

Plan B

- a) Leave upon request shall be granted for up to two years or for up to four consecutive half-years.
 - b) If possible, leave shall be requested to coincide with the legal contract year.
 - c) A Teacher may return any time, but should not expect to resume duties at any time other than September 1st or January 1st, or in the case of a semestered school at the beginning of the semester.
 - d) A Teacher should leave when her pregnancy is impairing her function as a Teacher subject to the discretion of her principal or immediate supervisor.
 - e) Leave should be requested early, to give the Board ample time to obtain a replacement.
 - f) A Teacher returning from leave of absence must notify the Board three months prior to the end of the term immediately preceding the term in which a Teacher plans to return.
- ii - Any change in choice of plans shall be arrived at only by mutual consent of said Teacher and the Board.
- iii - The Teacher should apply to the Administrator of Human Resources for pregnancy and parental leave by the 5th month of pregnancy.

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

- 6A.06 iv - Upon expiration of a Teacher's pregnancy and/or parental leave according to the terms of Plan A, the Teacher shall return to the position the employee most recently held, if it still exists, or to a comparable position if it does not.
- v - A Teacher on pregnancy leave shall accumulate a maximum of 17 weeks of seniority recognition. A Teacher on parental leave shall accumulate a maximum of 18 weeks of seniority recognition.
- vi - By June 30th, a Teacher who is returning from pregnancy and/or parental leave will be informed of his/her placement for the following school year when the leave will extend beyond the school year in which it commenced.
- vii - Advance notification of at least three months should be given to the Board of the intent to adopt, on the understanding that it may be necessary for the Teacher to commence leave immediately the child becomes available. The same conditions and restrictions that apply to pregnancy/parental leave also apply for the purpose of adoption. It is understood that while both male and female Teachers are eligible for adoption leave, only one of two adoptive parents who are employees of the Board is entitled to the equivalent of a pregnancy leave.
- viii - The Board shall maintain its contribution to the monthly premiums as defined in Article VII: Benefits during the first seventeen weeks of approved pregnancy leave and the first eighteen weeks of approved parental leave.

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

- ix - SUPPLEMENTAL EMPLOYMENT BENEFIT (S.E.B.) PLAN FOR THE HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD
1. The purpose of this Plan is to supplement the employment insurance benefits received by the employee for temporary unemployment caused by pregnancy or adoption leaves effective from September 1, 1992. Payment made under this Plan must be financed by the Board and the Board shall maintain separate accounts of such payments in accordance with the Regulations.
 2. This Plan covers employees of the Board who are members of the Hamilton Secondary Unit of O.E.C.T.A.
 3. The following conditions and requirements by the Board and applicable E.I. Regulations will govern the receipt or non-receipt of S.E.B. Benefits:
 - a) An employee must be eligible to receive pregnancy or adoption benefits from E.I.C.
 - b) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period.

- 6A.06
- c) Employees must apply for employment insurance benefits before S.E.B. becomes payable.
 - d) Employees disentitled or disqualified from receiving E.I.C. benefits are not eligible for S.E.B.
 - e) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the Plan.
 - f) The maximum entitlement under this plan to payments during a period of unemployment shall be limited to the two week waiting period under E.I. Regulations.
 - g) The benefit level paid under this plan is set at a weekly rate equal to the percentage of the employee's weekly insurable earnings payable under E.I. regulations. It is understood that, in any week, the total amount of S.E.B., employment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings. As further clarification, the weekly supplementary benefit for the two (2) week waiting period shall be equal to the weekly benefit received by the Teacher under E.I.
4. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan in accordance with the Regulations.
5. Any changes to this Plan as agreed to by the Board and the Hamilton Secondary Unit shall be communicated by the Board to Human Resources Development Canada within thirty days of the effective date of any such change in accordance with the Regulations.
- 6A.07 a) A Teacher shall be entitled to leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days within 7 consecutive calendar days for the purpose of attending or arranging a funeral in the immediate family. The immediate family shall be defined as spouse, parent, child, brother, sister, guardian or a person who stands in loco parentis.
- b) A Teacher shall be entitled to leave of absence with pay and no deduction of sick leave credits up to a maximum of three (3) working days within 7 consecutive calendar days for the purpose of attending or arranging a funeral for a father-in-law, mother-in-law, daughter-in-law, sister-in-law, son-in-law, brother-in-law, grandparent, or grandchild.
- c) i) A leave of absence of a full or partial day may be granted for the purpose of attending the funeral of a person other than those persons mentioned in (a) and (b) above.
- ii) Request for such leave should be submitted to the Director of Education or designate for approval at least one day in advance.
- d) Under unusual circumstances, leave for compassionate reasons may be granted without loss of salary by the Director of Education or designate. Such additional leave shall be deducted from the Teacher's sick leave.

6A.08 Other Leaves

- a) Each Teacher shall be allowed leave of absence without loss of pay and no deduction of sick leave credits when required, for the purpose of jury service or when summoned in any proceedings to which he/she is not a party or one of the persons charged, except in circumstances where the Teacher is a party or one of the persons charged resulting from an activity performed in good faith on Board business.
- b) A Teacher may be granted time for the purpose of taking examinations to further his/her professional development, provided that the absence has been authorized by the Director of Education or designate.
- c) Application for leave for the above purpose should be made in writing at least one month in advance, if possible, to the Director of Education or designate.

6A.09 Leaves - Vice-Principals

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

6A.10 Leaves for Approved Studies in Education

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

- i) The Board may at its discretion grant leave of absence for approved studies in Education. The Board will maintain as its priority leaves of absence for approved studies in Religious Education. However, all other applications will be considered.
- ii) While on leave the Teacher shall receive 85% of the salary he/she would receive if still teaching for the Board. In any one year, the second and subsequent Teachers on leave for approved studies in education shall receive up to 85% of the salary he/she would receive if still teaching for the Board.
- iii) A Teacher who is granted this leave will give the Board an understanding in writing to return to duty following the expiration of this leave. The Teacher shall not resign or retire from service with the Board granting the leave, for a period of at least three years after resuming duty, unless by mutual agreement between the Board and the Teacher.

- iv) Studies undertaken during this leave may be used to increase salary but no recognition for teaching experience will be granted for the time involved in the leave of absence.

6A.11 a) A one year leave of absence without pay for personal reasons, beginning on September 1st, may be given to any Teacher who gives notice of the leave before February 28th of the year of the leave. The Board may limit the number of leaves to Secondary Teachers in any one school year to 10. Teachers will be allowed to return to staff only at the conclusion of a full year's leave. If the Teacher requests an extension of the leave, it must be with the mutual agreement and consent of the Board with the Teacher.

If the Teacher requests an earlier return to staff, it must be with the consent of the Board and be subject to the availability of a suitable teaching position as determined by the Board.

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

6A.12 The Board will grant leaves of absence under a 4/5 Year Leave Plan as described in Appendix "A".

6A.13 The Board shall grant, upon request, up to a maximum of 10 part-time leaves in each school year. After the first year of leave, upon the Teacher's request, the Board shall return the Teacher to a full-time position at the beginning of the following semester. The Teacher shall send written notification of his/her desire to return to a full-time position by March 30th of the year of the leave.

6A.14 a) Where a Teacher is a candidate for a public office, at any level, he/she shall be granted, upon request, leave of absence up to one month without pay for the purpose of conducting a campaign.

- b) If elected to a full time public office, the Teacher shall be granted, upon request, leave of absence without pay.

6A.15 A Teacher may be granted two days' leave per year by the Director of Education or designate for urgent personal reasons. This absence will be deducted from the Teacher's sick leave account.

6A.16 A male Teacher shall be permitted absence with pay for a period of up to a maximum of three (3) days for the birth or adoption of his child with no deduction from the sick leave credit.

6A.17 PRESIDENT'S LEAVE

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

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

Salary, applicable allowances and all benefits are to be paid by the Board to the Teacher with the OECTA Hamilton Secondary Unit reimbursing the Board for one hundred percent (100%) of the Board's total cost of the Teacher and without limiting the generality of the foregoing total cost to include all salary, applicable allowances and benefits.

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

6A.18 i) The Local Collective Bargaining Officer of the L.C.B.C. shall be granted up to a maximum of one-third (1/3) release time of his/her full-time daily schedule during negotiations at the local level with a written request to the Director. The salary, applicable allowances and all benefits are to be paid by the Board to the Teacher with the O.E.C.T.A. Hamilton Secondary Unit reimbursing the Board for up to one-third (1/3) the Board's total cost of the Teacher and without limiting the generality of the foregoing total cost to include all salary, applicable allowances and benefits.

- ii) The Board may require up to one (1) month's notice to release the Teacher from school-related duties. The term of the release period shall commence with the start of the second semester in the year which the collective agreement expires and shall continue to the end of the semester in which a ratified settlement is achieved by the parties.

6A.19 Teachers designated by the President shall be released up to a total of twenty (20) days to attend Unit-related activities at the local level within each school year. The Unit will reimburse the Board for a supply Teacher's daily rate of pay when a supply Teacher is required and assigned by the Board. This Article does not apply to release time pursuant to contract negotiations under the Ontario Labour Relations Act.

6A.20 Leaves from Positions of Responsibility

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

- i - During the leave, the Teacher may assume a teaching position and, if so, be paid according to the Teacher's salary grid.
- ii - The leave shall be for a period of either one school year or one semester.
- iii - The leave shall commence only on the first day of the school year or on the first day of the semester requested.
- iv - Request for this leave shall be submitted to the Administrator of Human Resources no later than four (4) months prior to the commencement of the leave.

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- v - The Teacher will resume that position of responsibility which he/she left or an equivalent position on the first day of the semester following the leave.
- vi - The Board may limit the number of these leaves in a year.
- vii - Positions eligible for this leave are:
 - Consultant
 - Head
 - Assistant Head
- viii - The leave may be extended by the mutual agreement of the Teacher and the Board.

ARTICLE VIB: UNION SECURITY

6B.01 Dues Deduction

- a)
 - i) The Board agrees to deduct from the salary of each Teacher in the bargaining unit a specified amount equivalent to the annual fee or percentage payable by the Teacher to OECTA.
 - ii) For the purpose of this article, the “annual fee” shall have the same meaning as under section 47(2) of the Labour Relations Act.
 - iii) OECTA shall notify the Board of its annual fee and any changes thereto from time to time.
 - iv) Such fees will be deducted on a monthly basis in equal amounts. The monthly deductions hereunder shall be payable to OECTA on or before the 5th day of the month immediately following the month of the deduction. All such payments shall be remitted to the General Secretary of OECTA at 65 St. Clair Avenue East, 4th Floor, Toronto, Ontario M4T 2Y8.
 - v) The Board agrees to deduct from the Teacher’s salary and remit to the local unit any local assessments or fees which have been levied by the local unit which shall notify the Board of such assessments or fees.
 - vi) OECTA shall indemnify and save the Board harmless against any claim or liability arising out of the application of this article.
- b)
 - i) The Board shall deduct \$5.87 from each pay of each member of the Hamilton Secondary Unit of O.E.C.T.A.
 - ii) The Hamilton Secondary Unit will reimburse the Board for any administrative costs arising from this deduction.
 - iii) The administrative costs shall be deducted from b) i) - above and the balance remaining shall be forwarded to the Hamilton Secondary Unit.

ARTICLE VII: BENEFITS

- 7.01 a) Commencing January 1, 1999 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Assurance Company Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.
- b) Commencing September 1, 1999 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Life Assurance Company Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.
- 7.02 a) i) Commencing January 1, 1999 the Board shall contribute 90% of the cost of the monthly premiums in effect on September 1, 1998 towards the coverage of each eligible employee who elects to be covered under the Great-West Life group life insurance plan, for term insurance coverage in one of the three following amounts, as elected at the option of the Teacher: \$15,000, \$40,000 or \$100,000.
- ii) Commencing September 1, 1999 the Board shall contribute 90% of the cost of the monthly premiums in effect on September 1, 1999 towards the coverage of each eligible employee who elects to be covered under the Great-West Life group life insurance plan, for term insurance coverage in one of the three following amounts, as elected at the option of the Teacher: \$15,000, \$40,000 or \$100,000.
- b) Any eligible Teacher on staff, excepting occasional Teachers, may elect, at his/her option, to participate in additional insurance to a maximum of \$100,000, where available, as provided for under the group life insurance plan, provided that the Teacher is responsible for paying all premiums for this optional insurance. It is understood that the carrier will only make available such additional insurance coverage where it has decided that there is sufficient Teacher participation to warrant provision of such additional coverage.
- 7.03 a) i) Commencing January 1, 1999 the Board will contribute 100% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Assurance Company Extended Health Care Plan for eligible Teachers who elect to participate in the plan.
- ii) Commencing September 1, 1999 the Board will contribute 100% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Life Assurance Company Extended Health Care Plan for eligible Teachers who elect to participate in the plan.
- b) There shall be a \$25.00 annual deductible before benefits can be claimed.
- c) i) Commencing January 1, 1999 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Assurance Company Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.

- 7.03 ii) Commencing September 1, 1999 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Life Assurance Company Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.
- 7.04 a) i) Commencing January 1, 1999 the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Assurance Company Dental Plan (H1963 Dental Services) for eligible Teachers who elect to participate in the plan as amended as at January 1, 1985.
- ii) Commencing September 1, 1999 the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Life Assurance Company Dental Plan (H1963 Dental Services) for eligible Teachers who elect to participate in the plan as amended as at January 1, 1985.
- 7.05 a) The Teachers will contribute 100% of the cost of the monthly premiums for the Long Term Disability Plan for all eligible Teachers.
- b) The Teachers will contribute 100% of the cost of the monthly premiums for a cost-of-living rider for up to 2% as defined in the carrier's Long Term Disability Plan.
- 7.06 a) For Teachers employed less than full-time in the Catholic Schools of Hamilton-Wentworth and who are eligible and choose to participate, the Board will prorate the percentage of its contribution towards the cost of the monthly premiums for the plans detailed in Article VII in direct proportion to the time worked during the school year.
- b) The above clause will not apply to part-time Teachers in the employ of the Board as at December 31st, 1981.
- 7.07 The Board may at any time substitute another carrier, provided that the benefits conferred thereby are not in total decreased, provided that the Unit Executives be given prior consultation with an agent of the carrier present.
- 7.08 a) Teachers who have retired from the Board may arrange continuation of any Benefits, stated above until age 65, for which he/she is eligible according to the terms of the insurance policy.
- b) Effective September 1, 1998 the retired Teacher shall be allowed to carry \$50,000 term life insurance up to 65 years of age.
- c) The Teacher will be responsible for the total cost of the applicable premiums.
- 7.09 Teachers on leave without pay may elect to maintain their participation in any or all of the above insurance plans by making arrangements 30 days prior to the commencement of the leave to pay the Board the full cost of the applicable premiums. This is subject to the eligibility requirements of the insurance plan as established by the carrier.

7.10 Workplace Safety Insurance

- a) Teachers who are approved to receive Workplace Safety Insurance Benefits will receive their regular salary from the Board for a period of up to one hundred twenty (120) working days.

It is understood that, during this period, the benefits which would otherwise have been paid to the employee by the Workplace Safety Insurance Board, will be turned over to the Board.

- b) When the Teacher's one hundred twenty (120) days have expired, the Teacher eligible for Workplace Safety Insurance Benefits may elect to utilize sick leave credits to make up the difference between Workplace Safety Insurance Benefits which he/she is receiving and his/her full salary, subject to his/her maximum sick leave benefits. In this event, the Teacher shall be deemed to use any such portions of his/her sick leave credits as is required to make up the difference between the Workplace Safety Insurance Benefit and full salary.

It is understood that during this period, benefits which would otherwise have been paid to the employee by the Workplace Safety Insurance Board will be turned over to the Board.

- c) When a Teacher's sick leave is exhausted the employee shall be eligible to receive only the equivalent of the Workplace Safety Insurance Benefits applicable to the employee's claim.

7.11 Retirement Gratuity

- a) The Board shall grant a retirement gratuity to:

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

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

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

to a maximum of \$7,500

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

- c) The Retirement Gratuity shall be paid in total in the month of termination of employment.
- d) In the event of the death of a Teacher, the amount due to the Teacher under the plan will be paid to the deceased's estate.

- 7.12 i) The Board shall remit an annual payment to be used at the discretion of the Hamilton Secondary Unit, OECTA for its operations in an amount determined by this Article.
- ii) a) Each September 1, the Board shall remit a payment based on the amount of the previous September 1 increased by the total percentage increase applied to the salary grid effective in that year.
- b) In the event of a split grid, the total percentages as applied on the September 1 date shall be the annualized calculation of the grid percentage (e.g. Sept. 1, 1992 salary increase of 3.0% and April 1, 1993 increase of 1.5% would result in an annualized percentage increase of 3.45% to be applied to the \$90,000 = 93,105).
- iii) The Hamilton Secondary Unit shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability arising from the handling of the payment remitted to the Hamilton Secondary Unit by the Board. The Board's sole obligation pursuant to this Article is to remit the payment on a quarterly basis to the Hamilton Secondary Unit, i.e. on September 1, December 1, March 1, June 1.

ARTICLE VIII: TRAVEL ALLOWANCE

- 8.01 a) Commencing September 1, 1998 a Teacher travelling on authorized Board business will receive 28 cents per kilometer for actual mileage.
- b) Where applicable, the Board will issue a letter to a Teacher before February 28th, stating that the Teacher's automobile is used on a regular basis for travelling on official Board business.

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

ARTICLE IX: TEACHER'S TABLE OF SALARIES

9.01 a) i) Salary Grid in effect from September 1, 1998 to August 30, 2000

YRS. EXP.	CAT. A	CAT. A1	CAT. A2	CAT. A3	CAT. A4
0	\$27,769	\$30,854	\$32,543	\$35,067	\$37,032
1	29,289	32,543	34,365	37,174	39,276
2	30,799	34,221	36,189	39,376	41,526
3	32,346	35,940	38,013	41,382	43,768
4	33,829	37,588	39,838	43,489	46,019
5	35,459	39,399	41,663	45,600	48,262
6	37,240	41,378	43,489	47,706	50,510
7	38,829	43,143	45,316	49,809	52,751
8	41,385	45,983	47,174	51,913	54,997
9	43,183	47,981	48,981	54,016	57,250
10	45,003	50,003	50,997	56,126	59,497
11	47,064	52,293	54,722	61,966	65,957

ii) Salary Grid in effect from August 31, 2000

YRS. EXP.	CAT. A	CAT. A1	CAT. A2	CAT. A3	CAT. A4
0	\$28,324	\$31,471	\$33,194	\$35,768	\$37,773
1	29,875	33,194	35,052	37,917	40,062
2	31,415	34,905	36,913	40,062	42,357
3	32,993	36,659	38,773	42,210	44,643
4	34,506	39,340	40,635	44,359	46,939
5	36,168	40,187	42,496	46,512	49,227
6	37,985	42,206	44,359	48,660	51,520
7	39,606	44,006	46,222	50,805	53,806
8	42,213	46,903	48,117	52,951	56,097
9	44,047	48,941	49,960	55,096	58,395
10	45,903	51,003	52,017	57,249	60,687
11	48,005	53,339	55,816	63,205	67,276

iii) Category A is comprised of QECO categories D, C and B.

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

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

9.02 SUPERVISORY AND RESPONSIBILITY ALLOWANCES

a) In addition to their placement on the Teachers' Table of Salaries based on their individual qualifications and recognized experience, the following annual allowance will be paid:

	<u>Sept. 1/98</u>	<u>Aug. 31/2000</u>
(1) Heads		
Cat. A - average number of system wide classes in the subject area is 16 or more sections	\$3,813	\$3,889
Cat. B - average number of system wide classes in the subject area is between 15 and 7 sections inclusive	\$2,771	\$2,826

Note: Religion, Guidance, Computer, Co-Instructional, Special Education Heads will be paid according to Cat. A.

- | | | |
|---|---------|---------|
| (2) Assistant Heads | \$1,458 | N/A |
| (3) Consultants | \$4,958 | \$5,057 |
| (4) Commencing September 1, 1998, the Acting Vice-Principal allowance shall be \$20.00 per day. | | |

ARTICLE X: CONDITIONS OF EMPLOYMENT

Secondary Schools

10.01 The Board will review all classes in excess of its maximum class sizes with representatives of the Local Bargaining Unit in mid-October and mid-March.

10.02 Subject to 10.3 b), c) and d), commencing February 10, 1999, teachers on the semester system will not be assigned more than three (3) classroom teaching assignments on a daily basis.

10.03 Effective September 1, 1999, classroom teaching assignments will be as follows:

- a) Subject to 10.03 b), c) and d):
 - i) Full time classroom teachers will be assigned up to six (6) periods of classroom teaching per day in a school year, or, the equivalent on a semestered basis.
 - ii) Full time classroom teachers, on a semestered basis shall not be assigned more than three (3) periods of classroom teaching per day in each semester or the equivalent on a non-semestered basis.
- b)
 - i) Where a classroom teacher has not been assigned a full classroom teaching load, in accordance with Article 10.03 (a)(i) and (ii), the Board may schedule for such teacher additional assignment(s) of a daily period(s) of Guidance Counselling, Co-operative Education Monitoring, Special Education Resource or Library, provided that the aggregate periods do not exceed four in a semester.
 - ii) No teacher shall be assigned four periods in accordance with sub article 10.03 (b)(i) in more than one semester per school year.
 - iii) A teacher assigned four periods in one semester in accordance with this article shall not be assigned any scheduled on-call or supervision in the school year. This shall not apply to limit basic remedial and counselling duties of a teacher with his/her pupils.
- c) Teachers with full time assignments of Guidance Counselling, Co-operative Education Monitoring, Special Education Resource or Library will have their schedules including preparation and planning time determined by the Principal subject to the discretion of the appropriate Supervisory Officer.
- d) Effective February 10, 1999, each full time classroom teacher shall be assigned the following:
 - i) The equivalent of three (3) periods of planning and preparation time per week.
 - ii) The equivalent of two (2) periods per week of scheduled on-call, supervision and/or for scheduled remedial class(es).
- e) All part-time teachers shall be assigned on a prorated basis the equivalent of two (2) periods per week for the purpose of supervision and/or on-call.

- 10.04 a) The Board will employ sufficient teachers to ensure that the system-wide pupil teacher ratio shall not exceed 17.0:1.
- b) The pupil teacher ratio in the Secondary School System will be calculated as follows:

$$\frac{\text{Total number of F.T.E. students}}{\text{Total number of F.T.E. teachers}} = \text{System Wide P.T.R.}$$

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

Teachers include all members of the Local Teacher Bargaining Unit but teachers on any kind of leave as of October 31st in a school year, whether paid or unpaid, shall not be included if such leave is intended to last more than eighty (80) days beyond October 31st but occasional teachers employed to replace such teachers shall be counted in the number of teachers.

The above calculation does not include Chaplains, teachers on permanent supply and teachers employed as Continuing Education Credit teachers under Article 18 of the collective agreement.

Principal's Prerogative

The Principal's prerogative in regards to the staffing and organization of the school, as outlined in the Acts, Regulations and the collective agreement, will be respected at all times.

10.05 In Secondary Schools where students are bused in or there is a System Special Class or in semestered schools, paraprofessionals will be provided for supervision during the lunch period. The assignment of duties for these paraprofessionals will be at the discretion of the Principal.

10.06 The Principals will ensure in the organization of their schools that teachers are provided with 40 continuous minutes for lunch.

10.07 a) i) It shall be the practice of the Board to staff its Secondary Schools in accordance with the following guidelines re: maximum class sizes:

Basic	-	19 students
General	-	26 students
Advanced	-	31 students
Non-streamed	-	29 students

ii) In recognition of the need to provide flexibility in staffing, the Local Teacher Bargaining Unit acknowledges the Board's right to allow a maximum of 13% of any given school's total number of classes to exceed the limits set out in i) above, provided, however, that no class size may exceed the following class sizes set out as follows:

“HAMILTON - WENTWORTH OECTA AGREEMENT 1998 - 2000”

Basic	-	21 students
General	-	29 students
Advanced	-	34 students
Non-streamed	-	32 students

- b) The determination of class size shall be made based on the number of registered students in any given classes on the 31st day of October and the 31st day of March for semestered schools and/or the 31st day of October for non-semestered schools.
- c) When a class is comprised of two or more levels, the class size shall be determined according to the level having the greatest number of students enrolled in that class, except where the combination of basic and general levels outnumber the advanced level in that class, in which case the general level criteria will apply.

10.08 Assignments to classroom teachers teaching less than full time shall be prorated accordingly in terms of full period classroom assignments.

ARTICLE XI: JOB POSTING

- 11.01 a) The following positions will be advertised internally:
- Consultant
 - Head
 - Assistant Head

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

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

- b) Where it is anticipated that a Teacher in a position of added responsibility will be absent for up to fifteen (15) days and the Board deems it necessary to replace or cover the functions of that person during that time, the Board agrees to contact the Unit President prior to such assignment being made in order to arrive at a mutually agreeable solution.

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

- b) The appointment of qualified teaching staff remains at the sole discretion of the Board and in considering appointments to fulltime teaching positions the Board shall give primary consideration to qualified part-time Teachers employed by the Board.

- 11.03 All advertised positions shall state minimum qualifications, a job description and the applicable responsibility allowance for the positions concerned. Where possible, only qualified candidates should be appointed to positions of added responsibility.

- 11.04 If a position, which has been advertised, remains or becomes vacant four (4) months after the last advertisement of this position, it shall be readvertised following the above time limits.

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

ARTICLE XII: TRANSFERS

12.01 Teacher-initiated and administrative transfers from one school to another shall be in writing to the Administrator of Human Resources (USING THE FORM PROVIDED) as per the Procedures, Operating Principles and timelines contained in the Teacher Transfer Procedures April 1999 as amended below.

It is agreed that the Teacher Transfer Procedures shall omit any requirement for transfer after 8-10 years in a particular school. It is further agreed that the Teacher Transfer Procedures shall include the "Operating Principles for Determination of Teacher Status" as amended in a Letter of Understanding to the collective agreement.

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

12.02 Where necessitated by either the program requirement or the staffing needs of the school, requests by Principals for the transfer of a staff member shall be in writing to the Administrator of Human Resources and a copy sent to the Teacher on or before March 31st of the year the transfer is requested.

12.03 The following procedure will be followed by the appropriate Superintendent for all transfers:

- a) requests by Teachers for transfer will be considered in light of the overall needs of the pupils as well as the needs of the Teacher,
- b) decision on transfers will be made as early as possible,
- c) notification, in writing, setting forth reasons for and details of the transfer will be given,
- d) a Teacher being transferred will be given, upon request, an opportunity to discuss the transfer with a Superintendent within ten days of the receipt of the notice.

12.04 When a Teacher is transferred by administrative transfer, a Superintendent will consult with the Teacher prior to final decision being made.

12.05 No Teacher shall be transferred on an administrative transfer from one panel to the other against his/her wishes except in the case of redundancy as provided for in Article 15.09.

12.06 When timetables are being assigned following an administrative transfer to another school, the Board shall recognize, in the following order, the Teacher's experience as per the seniority list, and qualifications.

ARTICLE XIII: STRIKE OR LOCKOUT

13.01 There shall be no strike or lockout during the term of this Agreement or of any renewal of this agreement. The terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE XIV: PROBATIONARY PERIOD

14.01 Subject to the provisions of article 14.02, for the initial two years of employment with the Board under this agreement, a Teacher will be on probation.

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

ARTICLE XV: STAFF REDUCTION: REDUNDANCY

15.01 The following procedures will be used when a reduction in the number of Teachers is necessary and in the following order:

- a) Redundancy procedure from positions of responsibility:

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

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

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

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

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

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

- b) Redundancy procedures for other positions:

- 1) normal attrition
- 2) Teachers in reverse order of seniority.
 - i - When seniority is the same, the following, as determined by the Board, in order, shall be the next determinants:
job performance, teaching experience with this Board, total teaching experience and teaching qualifications.

- c) i) Notwithstanding the foregoing:

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

- ii) A Teacher declared redundant shall receive a minimum of 30 days written notice by the Board prior to the end of the semester/school year.

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

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

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

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

15.06 The terms of 15.02 and 15.03 will not apply to any Teacher who accepts employment other than casual employment with any other Board. By virtue of accepting such casual employment, no redundant Teacher will be penalized in terms of his or her recall rights, provided that the position can be filled by another redundant Teacher with recall rights.

15.07 The seniority list of all Teachers shall be sent to L.C.B.U. on or before November 15th. The seniority list shall be the only list used by the Board and its Teachers. The seniority list shall indicate both the hiring date and the years of accumulated seniority of each Teacher in the L.C.B.U. from the most recent date of hiring.

15.08 a) For the purpose of this agreement a Teacher's seniority shall commence with the date of his/her most recent hiring by the Board.

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

i) layoff,

ii) strike,

iii) a leave of absence when elected to a full time public office as per Article 6.14.

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

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

i) a Teacher granted leave of absence for missionary leave or while working with agencies such as the Department of National Defense,

ii) approved studies in Education, as per Article 6.10,

- 15.08
- iii) Teacher on Pregnancy/Parental Leave - Plan A
 - iv) Teacher on Pregnancy/Parental Leave - Plan B
A Teacher would be able to count a maximum period of two (2) years in every five (5) year period towards her seniority,
 - v) a Teacher on jury duty,
 - vi) a Teacher on compassionate or bereavement leave,
 - vii) a Teacher on Association-related business.
- d) A loss of seniority shall be deemed to have occurred, and the Teacher's employment finally terminated, if any Teacher employed by the Board
- i - quits,
 - ii - is discharged and is not reinstated,
 - iii - is laid off for at least 72 consecutive months,
 - iv - fails, following a layoff, to notify the Board within 7 days of the Board sending him/her a notice to return to work of his/her acceptance of the assignment,
- e) No more than 1 year may be counted for any September 1st to August 31st period.
- f) A Teacher's seniority shall be as set out on the seniority list published under Article 15.07.
- 15.09 If a Secondary Teacher is transferred to another panel, the Teacher's seniority as defined in Article 15, will be transferred and be applicable to the redundancy provision contained in the agreement to which the Teacher is transferred.

ARTICLE XVI: GRIEVANCE PROCEDURE

- 16.01 It is the mutual desire of the Teachers and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the griever for the prompt disposition, and final settlement of the grievance.
- 16.02 A grievance under this Agreement shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.
- 16.03 i - At all formal steps a grievance, to be acceptable under this Agreement, shall:
- a) be in writing,
 - b) specify the article(s) allegedly violated,
 - c) contain a precise statement of the facts relied upon,
 - d) indicate the redress sought,
 - e) be sent by registered mail or delivered in person,
 - f) not be subject to change after submission.
- ii - At all stages or steps a Teacher may be accompanied by a representative of the Local Collective Bargaining Unit.
- 16.04 The grievance shall be presented in writing to the Administrator of Human Resources within 30 working days from the time the circumstances, upon which the grievance is based, were known to the griever.
- 16.05 Complaints and Grievances shall be settled in the following manner and sequence:

INFORMAL STAGE

- A) A Teacher with a complaint or grievance would be advised that he/she should first discuss the matter with the appropriate official of the Board in an endeavour to resolve the complaint or grievance in an informal manner before a written grievance is submitted.
- B) The Board's official shall reply, verbally, within three (3) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Board Official, the complaint shall then become a grievance and may be processed to Step I.

STEP ONE

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

Committee formulated and designated by the Unit Executive to the Administrator of Human Resources within five (5) working days.

16.05 STEP TWO

- a) The Administrator of Human Resources shall arrange for the Teacher(s) to meet with the Director of Education to review his/her grievance.
- b) The Teacher shall take the matter up with the Director of Education by submitting a concise statement of the facts complained of and the redress sought.
- c) This meeting shall be held within five (5) teaching days of receipt of the letter of grievance.
- d) The Director of Education or designated Superintendent shall provide the answer, in writing, within five (5) teaching days of the meeting.
- e) If the decision is not rejected within ten (10) working days, it shall be binding on both parties.

Prior to proceeding to arbitration, both parties to the agreement agree that they will request grievance mediation only by mutual consent.

- f) In the event that the party that originated the grievance fails to get a satisfactory reply, he/she may refer the matter to arbitration.

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

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

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

16.10 a) Notwithstanding the procedure above, the Unit may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act, 1995.

- b) A written request may be made after the grievance procedure under the agreement has been exhausted or after thirty (30) days have elapsed from the time at which the grievance was first brought to the attention of the Board, whichever occurs first.

- c) Despite subsection (b) above, where the grievance is respecting discharge or other termination of employment, a request may be made in writing after the grievance procedure has been exhausted or after fourteen (14) days have elapsed from the time at which the grievance was first brought to the attention of the Board, whichever comes first.

ARTICLE XVII: ARBITRATION

- 17.01 When a difference arises between the parties from the interpretation, application, administration or alleged violation of this agreement, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.
- 17.02 The recipient of the notice shall within five days inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its appointee to the arbitration board.
- 17.03 Where two appointees are so selected, they shall, within twenty (20) days of the appointment of the second of them, appoint a third person who shall be the chairperson.
- 17.04 If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Ministry of Labour upon the request of either party.
- 17.05 Both parties to this agreement concur that the Chairperson appointed by the Ministry of Labour should be a Roman Catholic Separate School Supporter having no direct or indirect pecuniary interest in the parties.
- 17.06 A single arbitrator will only be appointed by the mutual agreement of both parties.
- 17.07 The single arbitrator or the arbitration board, as the case may be, shall within seventy-five (75) working days of appointment, hear and determine the difference or allegation and shall issue a decision thereafter. That decision is final and binding upon the parties and upon any employee or employer affected by it.
- 17.08 The decision of a majority is the decision of the arbitration board, but, if there is no majority, the decision of the chairperson governs.
- 17.09 The arbitrator or arbitration board, as the case may be, shall not by his or its decision add to, delete from, modify or otherwise amend the provisions of this agreement.
- 17.10 The initial notice requesting submission of the grievance to an arbitrator or board of arbitration shall be delivered not later than ten (10) working days after the time limited for exhaustion of the applicable procedure contained in Article XVI in this agreement.
- 17.11 Any notice required under this Article shall be in writing by registered mail or personal delivery to the parties at their respective mailing address.
- 17.12 Each party may be represented at the arbitration by a representative of its choice.
- 17.13 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.
- 17.14 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

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

ARTICLE XVIII - CONTINUING EDUCATION

The following terms are the provisions in the collective agreement applying to Continuing Education Teachers as defined in the Education Act:

18.01 "Continuing Education Teacher" means a Teacher employed to teach a continuing education course or class established in accordance with the regulations for which a valid certificate of qualification or a letter of standing is required by the regulations.

Summer School and Night School Principals are excluded.

18.02 It is agreed that the employment of the Continuing Education Teacher is conclusively deemed to have been terminated by mutual agreement of the Board and the Teacher upon the completion of the course or program which the Teacher was employed to teach or on the date of the cancellation of the program which the Teacher was employed to teach.

18.03 The hourly rate of pay set out in this Agreement is based only on scheduled classroom teaching hours. However, the payment to the Teacher based on such hours is payment also for the performance by the Teacher of duties related to his/her teaching functions such as marking, evaluation, completing reports, student interviews, preparation and all such other activities necessarily related to the effective teaching of pupils.

18.04 The grievance and arbitration procedures are those as set out in Articles 16 and 17 of the collective agreement.

18.05 Other than as set out in Article 1.01 of this agreement and in this Article,, the terms and conditions of this collective agreement shall not be applicable to Continuing Education Teachers.

18.06 HOURLY RATES

a) Summer School and Evening Classes continuing education credit Teachers excluding St. Charles Adult Continuing Education Centres

<u>Class Size</u>	<u>Sept.1/98</u>	<u>Aug. 31/2000</u>
11 + pupils	\$19.50	\$19.89
15 + pupils	24.16	24.64
20 + pupils	26.36	26.89
25 + pupils	28.55	29.12

b) Continuing Education Teachers employing Independent Study Registers (lessons submitted) and employed at St. Charles Adult Continuing Education Centres

Regularly scheduled sessions at 3 hours

“HAMILTON - WENTWORTH OECTA AGREEMENT 1998 - 2000”

<u>Subject</u>	<u>Lessons Marked</u>	<u>Yrs Exp.</u>	<u>Sept.1/98</u>	<u>Aug. 31/2000</u>
Gr.9&10 math & similar	8/ session	0	\$29.65	\$30.24
		1	30.15	30.75
		2	30.65	31.26
		3	31.15	31.77
Gr.9&10 English and similar	5/ session	0	\$29.65	\$30.24
		1	30.15	30.75
		2	30.65	31.26
		3	31.15	31.77
Gr.11&12 English and similar	3/ session	0	\$29.65	\$30.24
		1	30.15	30.75
		2	30.65	31.26
		3	31.15	31.77
Gr.11&12 Math and similar	5/ session	0	\$29.65	\$30.24
		1	30.15	30.75
		2	30.65	31.26
		3	31.15	31.77

Additional Lessons marked
during a register period

Sept. 1, 1998

English and similar

\$8.00 per lesson

Math and similar

\$7.00 per lesson

*To qualify for the hourly rate the Continuing Education Teacher must have completed marking and related tasks in respect of the lessons per session as indicated.

18.06 c) Continuing Education Teachers employing Continuing Education for Credit Registers (attendance) and employed at St. Charles Adult Continuing Education Centres

<u>Class Size</u>	<u>Yrs/Exp.</u>	<u>Sept.1/98</u>	<u>Aug. 31/2000</u>
15 + students	0	\$29.65	\$30.24
	1	30.15	30.75
	2	30.65	31.26
	3	31.15	31.77
20 + students	0	\$31.30	\$31.93
	1	31.80	32.44
	2	32.30	32.95
	3	32.80	33.46

“HAMILTON - WENTWORTH OECTA AGREEMENT 1998 - 2000”

25 + students	0	\$32.95	\$33.61
	1	33.45	34.12
	2	33.95	34.63
	3	34.45	35.14

18.07 Continuing Education Teachers at St. Charles Adult Continuing Education Centres regularly scheduled for thirty (30) or more teaching hours per week over a term shall be eligible for the following:

- a)
 - i) Commencing January 1, 1999 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Health Services Semi-Private Care Plan for eligible Teachers who elect to participate in the plan.
 - ii) Commencing September 1, 1999 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Life Health Services Semi-Private Care Plan for eligible Teachers who elect to participate in the plan
- b)
 - i) Commencing January 1, 1999 the Board will contribute 100% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Medi-Pak Plan for eligible Teachers who elect to participate in the plan.
 - ii) Commencing September 1, 1999 the Board will contribute 100% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Life Medi- Pak Plan for eligible Teachers who elect to participate in the plan.
 - iii) There shall be a \$25.00 annual deductible before benefits can be claimed.
 - iv) Commencing January 1, 1999 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.
 - v) Commencing September 1, 1999 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Life Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive calendar year period) for eligible Teachers who elect to participate in the plan.
- c)
 - i) Commencing January 1, 1999 the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great-West Life Dental Plan (H 1963 Dental Services) for eligible Teachers who elect to participate in the plan as amended as at January 1, 1985.
 - ii) Commencing September 1, 1999 the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great-West Life Dental Plan (H 1963 Dental Services) for eligible Teachers who elect to participate in the plan as amended as at January 1, 1985.

- 18.07 d)
- i) Commencing January 1, 1999 Continuing Education Teachers as defined above may elect, at his/her option, to participate in life insurance in the amount of \$20,000 as provided for under the group life insurance plan, with the Board contributing 90% towards the cost of the monthly premiums in effect on September 1, 1998.
 - ii) Commencing September 1, 1999 Continuing Education Teachers as defined above may elect, at his/her option, to participate in life insurance in the amount of \$20,000 as provided for under the group life insurance plan, with the Board contributing 90% towards the cost of the monthly premiums in effect on September 1, 1999.
 - iii) Effective February 1, 1992 Continuing Education Teachers as defined above, may elect, at his/her option, to participate in additional optional life insurance to a maximum of \$100,000, where applicable, as provided for under the Optional Group Life Insurance Plan, provided that the Continuing Education Teacher is responsible for paying all premiums for this optional insurance. It is understood that the carrier will only make available such additional insurance coverage where it has decided that there is sufficient Teacher participation to warrant provision of such additional coverage.

For Continuing Education Teachers regularly scheduled to teach ten (10) or more hours per week but less than thirty (30) hours per week over a term and who are eligible for the above plans and choose to participate, the Board will prorate the percentage of its contribution towards the cost of the monthly premiums for the plans detailed above in direct proportion to the time worked.

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

APPENDIX "A" : 4/5 LEAVE PLAN

Eligibility

- a) Any member of the Hamilton Secondary Unit teaching staff of the Hamilton-Wentworth Catholic District School Board as defined under Article 1.02 of the current collective agreement, who has seven years of teaching experience with the Catholic schools in the Regional Municipality of Hamilton-Wentworth prior to the commencement of the leave is eligible to apply.
- b) The maximum number of Teachers who will be allowed to be on leave at any one time will be three in any one year.
- c) In the event that there are more applications for leaves in one year than provided for above, leaves will be granted on the basis of seniority with preference given to those applicants not having any prior 4/5 leave plan experience with the Catholic Schools in the Regional Municipality of Hamilton- Wentworth.

Application

A Teacher will make written application to the Director of Education on or before January 31st of his/her intent to participate in the plan.

Written acceptance or denial will be forwarded to the applicant by April 30th of the school year in which the request was made.

Terms of Leave

The leave of absence shall be taken only in the fifth year of the plan.

Withdrawal from the Plan

A Teacher may withdraw from the plan any time prior to February 1st of the calendar year in which the leave is to be commenced. Any exceptions to the aforesaid shall be by mutual consent of the Teacher and the Board.

Fringe Benefits

- a) While a Teacher is enrolled in the Plan and not yet on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the plan.
- b) While on the Leave the Teacher shall have his/her salary equated to 80% of his/her current rate of pay during the period of absence.

Sick Leave

While a Teacher is on leave, no sick time will accumulate, but when the Teacher returns to the Board from the leave, he/she shall be credited with the same number of sick leave days he/she had before going on leave.

Redundancy

A Teacher enrolled in the Plan shall be subject to the redundancy terms of the current agreement in effect at the time of the leave. Teachers who are declared redundant shall not be eligible for the Plan.

Payment of Salaries

Teachers who are enrolled in the plan will be paid by the Board in the following manner:

a) Year 1 through 3

The Board will issue his/her regular cheque to the Teacher during each of the four years preceding the leave once the Teacher has been accepted into the plan.

20% of the gross amount of the cheque shall be deducted from each cheque and placed in an account established by the Teacher.

The Teacher may choose to have the money placed in an optional trust account as detailed later.

b) Year 4

The general manner of payment will be that the Teachers will receive their regular cheque, as described above.

c) Year 5 (leave year)

The Teacher will not receive any further salary from the Board during the year of the leave.

d) The Board shall assume no responsibility for the money placed on deposit in the designated account referred to above, or without limiting the generality of the foregoing, the interest earned on the funds.

e) The Branch Affiliate shall assume no responsibility for the money placed on deposit in the designated account referred to above, or without limiting the generality of the foregoing, the interest earned on the funds.

f) Each individual Teacher choosing to take advantage of the 4/5 Leave Plan shall be responsible for administering his/her own funds.

Other

a) The period of leave shall not interrupt the continuity of the Teacher's service with the Board.

b) The agreement to participate in the 4/5 Leave Plan shall not be construed as a contract of employment for a certain term.

c) All Teachers wishing to participate in the 4/5 Leave Plan shall be required to sign a contract with the Board agreeing to participate in the plan.

- d) The Teacher will be totally responsible for paying his/her contributions to the Teachers' Pension Plan in the year of the leave.

OPTIONAL TRUST ACCOUNT

Terms

1. This trust account shall require two signatures for withdrawal purposes, the Teacher's in question and a designated member of the Executive of the Branch Affiliate.
2. Deposits shall be made on pay dates, as defined in Article 5.01, of the current collective agreement.
3. All monies and interest accrued shall become due on September 1st of the fifth year, when the leave commences.
4. A Teacher enrolled in the plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan.
5. Should a Teacher die while participating in the plan, any monies accumulated plus interest accrued at the time of death, shall be paid to the Teacher's beneficiary as indicated.
6. If a Teacher chooses to withdraw from the plan, any monies deferred plus interest shall be released.

LETTER OF UNDERSTANDING

This Letter of Understanding acknowledges that subject to the Board's right to amend and revise its policies and procedures, the process for the evaluation of Teachers with the Hamilton-Wentworth Catholic District School Board is outlined in the current Teacher Evaluation Document as amended from time to time in collaboration with the Teachers.

LETTER OF INTENT - #1

To improve communications and understanding between the parties, meetings between the Teachers and the Trustees will be scheduled to occur in mid-November and mid-April. The Unit representatives will consist of the President, First Vice-President, Second Vice-President and one Councillor and Counsellor. The Board representatives will consist of the Chairperson of the Board, the Vice-Chairperson of the Board, two other Trustees and the Director of Education or his/her designate.

The agendas for these Committee Meetings will be jointly set by the Board Chairperson and the Unit President.

Within two (2) weeks, the parties will exchange a written report on the proceedings of the previous meeting.

LETTER OF UNDERSTANDING

OPERATING PRINCIPLES FOR DETERMINATION OF TEACHER STATUS

DETERMINATION OF "SURPLUS" STATUS

to be determined sequentially (a) through (f) for:

- (i) probationary Teachers and only subsequently for:
- (ii) Teachers who have completed the probationary period on the basis of the following criteria and in this order:
 - a) seniority with the Board with respect to teaching experience in all subject or program areas in which the Teacher is qualified
 - b) seniority in the school with respect to teaching experience in all subject or program areas in which the Teacher is qualified
 - c) academic and teaching qualifications
 - d) seniority as a secondary school Teacher
 - e) seniority as a Teacher
 - f) by mutual consent of the Teacher and the Board.

General Principles:

1. Time-tabling opportunities will be shared with the teaching staff members who are being considered for "surplus" status.
2. Consideration will be given to verifiable Teachers' plans to upgrade qualifications prior to September of that year.
3. Once the determination has been made, the Unit President will be notified in writing of the names of in-school surplus Teachers.

Specific Procedures for Teachers who have been Declared "Surplus"

1. Given the minimum required qualifications, a "surplus" Teacher with a full time-table in a particular discipline will bump the least senior Teacher (refer p.1) who has the most time-tabled sections in that discipline. That Teacher in turn repeats the process with the next least senior Teacher in the panel in that discipline.
2. Given the minimum required qualifications, a "surplus" Teacher with a partial time-table in a particular specialty will bump the least senior Teacher (refer above) who has been scheduled for at least the same number of sections in that discipline.

(Should there be more than one replacement time-table available with at least the same number of sections in that discipline, the one selected will be that which best mirrors the time-table being vacated by the original "surplus" Teacher).

3. If the Teacher being bumped by the original "surplus" Teacher has more than one area in which he/she is both qualified and experienced, the replacement time-table assigned will be the one which best mirrors that being vacated by the "bumped" Teacher.
4. Save and except for mutual agreement between the Principal and the more senior Teacher, a greater length of experience teaching in a particular specialty (provided the Teacher possesses the minimum required qualifications in that area) shall take precedence over a specialist qualification in that area, other than in Technical Education.
5. A Teacher who was not declared surplus by virtue of being in a school for the first year after having transferred from another school may nevertheless be subsequently bumped by a "surplus" Teacher, in accordance with the above Procedures.

General Principles:

- A. These Procedures also apply when placing administratively transferred Teachers and Teachers returning from leaves (other than pregnancy/parental leaves, to which the Employment Standards Act applies) for whom no openings exist.
- B. Placement of surplus Teachers will be decided at a meeting of Board Administration and Principals. Once the determination has been made, the Unit will be notified in writing of the surplus Teacher placements.
- C. No redundancy in the secondary panel shall be declared as a result of a secondary Teacher being bumped by an elementary Teacher who, having been declared either redundant or surplus in the elementary panel, is transferred into the secondary panel.

*Mr. Eugene McMahon, President
Hamilton Secondary Unit,
181 Belmont Avenue North,
Hamilton, Ontario.
L8L 7M5*

Dear Mr. McMahon:

This letter shall confirm the understanding between the Hamilton-Wentworth Catholic District School Board and the Hamilton Secondary Unit, O.E.C.T.A. regarding notification under the Teacher Transfer Procedures.

In the event that an administrative transfer of a Teacher is initiated by the designated Superintendent, outside of the timelines and/or provisions of the Teacher Transfer Procedures, the President of the Hamilton Secondary Unit shall be notified within a reasonable time.

Yours truly,

*L. Varrasso,
Director of Education.*

LV/jj