
A COLLECTIVE AGREEMENT

BETWEEN

THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD

AND

**THE ONTARIO SECONDARY TEACHERS' FEDERATION,
DISTRICT 21**

EMPLOYED BY THE BOARD

Effective
September 1, 2008 up to and including August 31, 2012

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ARTICLE 1 – RECOGNITION

- 1.01 The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the bargaining agent authorized to negotiate on behalf of its Members, employed by The Hamilton-Wentworth District School Board and assigned as Teachers, to one or more secondary schools, or to perform duties in respect of such schools, other than occasional Teachers.
- 1.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 1.03 The Board also recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 1.04 The Board further recognizes the right of the Bargaining Unit to represent a Teacher at any meeting where the Teacher is placed under review.
- 1.05 The sole terms and conditions of employment under this Agreement applicable to certificated Teachers teaching credit courses in summer school, and evening school shall be as set out in Article 28 of this Agreement.
- 1.06 During the lifetime of this Agreement, the terms and conditions of this Agreement shall be applicable to all O.S.S.T.F. full-time and part-time Teachers who are employed by the Board as probationary, permanent and Continuing Education Teachers. It does not apply to Occasional Teachers and Continuing Education Instructors.
- 1.07 The Bargaining Unit shall notify the Employer in writing of the names of its representatives as follows: officers, bargaining committee members, and grievance committee members.
- 1.08 **Each teacher, either active or on leave, shall keep the Human Resources Department informed, in writing, of any changes to their address and telephone number.**

ARTICLE 2 – PURPOSE

- 2.01 The parties to this Agreement shall make every effort to maintain a harmonious relationship between the Board and each Teacher and shall co-operate to the fullest extent in an endeavour to provide the highest quality of educational services.
- 2.02 It is the purpose of this Agreement to make herein provisions for salaries, allowances, benefits, and those conditions of employment as specified in this Agreement, and to provide for an orderly method of settling grievances, which may arise from time to time.
- 2.03 There shall be no discrimination by the parties against a Teacher because of race, ancestry, place of origin, colour, ethnic origin, creed, sex, age, sexual orientation, record of offences, marital status, family status or handicap in accordance with the Ontario Human Rights Code.
- 2.04 **The Board and the Union agree that harassment and bullying in the workplace are unacceptable.**

ARTICLE 3 - DURATION, RENEWAL AND CONTINUATION

- 3.01 The Collective Agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall be in force from year to year thereafter. In any year not more than ninety (90) days before the date of termination of the Agreement either party shall furnish the other with notice to negotiate the Collective Agreement.

- 3.02 Notwithstanding the period of notice cited in Article 3.01, either party may notify the other in writing, within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 3.03 If either party gives notice of its desire to negotiate amendments in accordance with Section 3.02, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 3.04 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 3.05 In the event that the Federal and/or Ontario Government should pass legislation during the life of this Agreement which would have the effect of altering or modifying any part of this Agreement, the parties shall meet and, in good faith, make every reasonable effort to sign a Memorandum of Agreement covering all amendments the parties deem appropriate. The remaining provisions of the contract shall continue in effect for the duration of the agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 - UNION DUES CHECK-OFF

- 5.01 On each pay date on which an employee is paid the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 5.02 The OSSTF dues deducted as per 5.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- 5.03 Dues specified by the Bargaining Unit in 5.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 21, Hamilton-Wentworth at the OSSTF District 21 office no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

5.04 In consideration of the Board's deducting the monthly contributions, the Bargaining Unit undertakes and agrees to indemnify and save harmless the Board from any and all claims, demands, actions, liability, loss, damages, costs, and expenses, which the Board may hereafter incur, suffer or be required to pay by means of having made, said deduction or deductions.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

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

6.02 When other Board employees are on strike, Teachers shall carry on their regular professional duties to the best of the Teacher's ability without assuming functions that are normally discharged by the Board employees on strike.

ARTICLE 7 – LEAVES

7.01 Short Term Leaves
For absence occasioned by the death of a spouse, son, daughter, mother, father, sister or brother of the Teacher or the Teacher's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) consecutive working days. If the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director or designate where extended travel is required.

7.02 For absence occasioned by the death of other relatives of the Teacher's or the Teacher's spouse's immediate family, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) consecutive working days. If the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time, on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director or designate where extended travel is required.

7.03 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending a funeral.

NOTE: It is understood that the bereavement leave shall begin within seven (7) calendar days following the date of death or later if under extenuating circumstances.

Religious Holy Days

7.04 Leave shall be granted with pay and without deduction of sick leave credits for recognized religious holy days.

Compassionate Leave

7.05 A Teacher may be allowed a special leave(s) of absence for compassionate reasons, subject to the approval of the Manager of Employee Relations for a period not exceeding three (3) days in any one academic year. Such leave will be without loss of salary and will be deducted from the Teacher's sick leave credit account.

Personal Leave Days

7.06 A Teacher shall be granted a leave of absence for personal reasons up to a maximum of two (2) days in any academic year. Such leave shall not abut a holiday. Except in an emergency, the Teacher will provide the Principal with written notice, seventy-two (72) hours in advance of the leave. With the exception of leaves for emergencies, in a school with less than fifty (50) Teachers, a maximum of one (1) Teacher per day per school will be given the leave and in a school with fifty (50) or more Teachers, a maximum of two (2) Teachers per day per school will be given the leave. Such leave will be without loss of salary and will be deducted from the Teacher's sick leave credit account.

General Leave of Absence

7.07 a) The Board may grant a teacher a short-term general leave of absence without pay or allowances. Such leaves will not be unreasonably withheld

b) The Board shall grant a long-term general leave of absence, for periods of one semester or longer without pay or allowances, up to a maximum length of two (2) consecutive years provided the employee has been teaching for this Board for a minimum of two (2) consecutive years. Upon application the leave may be extended but in no case will the period of the leave exceed three (3) years.

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

7.09 A Teacher requesting an extension or a change to the original leave request will provide the Board with ten (10) weeks written notice prior to the expiry of the leave. The notice will be exclusive of the summer period, Christmas or March Break.

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

Federation Leave of Absence

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

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

7.13 The written request for a leave of absence for District 21 Federation Duties will be sent to the Manager of Employee Relations office no later than October 30th for leave beginning January 1st, and not later than May 31st for leave beginning September 1st, unless other mutually-acceptable dates are arranged.

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

7.15 The Teacher on leave under Article 7.14 shall notify the Board by May 1st, in writing, of the Teacher's intention to return to teaching duties effective September 1st. The Teacher shall return to the Teacher's former position; however, should the position formerly held by the Teacher not be available the Teacher

shall receive full grid salary and allowances, and shall be appointed to the first comparable position which becomes available.

7.16 In addition to Articles 7.11 and 7.14, upon two (2) weeks written request, the Board shall grant a leave of absence for a total of thirty (30) days per school year to a member(s) of the Bargaining Unit who is/are required for federation duties by the Provincial OSSTF or the District 21 Office. Under unusual circumstances, where two (2) weeks written notice cannot be provided, the release of the Teacher shall be by mutual agreement between the Superintendent responsible for Secondary School Staffing and the President of District 21. The Federation shall reimburse the Board at the occasional teaching daily rate of pay.

Teacher Funded Leave Plan

7.17 **An employee must have two (2) or more consecutive years of active employment with HWDSB to participate in the plan.** Written applications must be received by the Manager, Employee Relations, on or before January 31st for the next school year.

7.18 The application shall indicate the school year in which the leave shall be taken and:

- (a) that no regular teaching salary be held back or
- (b) the percentage of regular teaching salary to be held back for each year of teaching in the years prior to taking the leave.

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

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

7.21 A written decision on the Teacher's request, with explanation, will be forwarded to the Teacher by April 1st in the school year the request is made. The permission of the Board shall not be unreasonably withheld.

7.22 Any salary held back by the Board shall be placed in irrevocable trust in the Hamilton Teachers Credit Union Limited in the Teacher's name. The interest earned on said funds will be paid in accordance to legislation.

7.23 The method of repayment of salary hold back during the period of the leave shall be mutually agreed on by the Board and the Teacher, in accordance with the Income Tax Act.

7.24 The Board shall continue to contribute its portion of the employee benefit premiums on behalf of the Teacher during the period of the leave.

7.25 Teacher Pension Plan deductions are to be continued as provided by the Teachers' Pension Act. The amount to be deducted is based on the percentage rate as stipulated in the Act, of the salary paid to the Teacher during the leave of absence. Upon returning to full duties, the Teacher is to have the option of contributing the difference between the amount of T.P.P. deducted and the amount that would have been deducted had the Teacher remained on staff and drawn full salary.

7.26 While the Teacher is on leave, no sick leave time shall accumulate, but when the Teacher returns to the Board from the leave, the Teacher shall be credited with the same number of sick leave days accumulated before the leave.

7.27 A Teacher returning from leave will be assigned to the same position (including Position of Added Responsibility) in the same school. The Teacher shall then be subject to the conditions within the school, in accordance with staffing articles.

7.28 The approved period of the leave shall count for seniority purposes with the Board.

- 7.29 Upon return to duty the Teacher will be placed on the salary grid and be entitled to any benefit enhancement as if the Teacher had not had a leave of absence. It is understood that there will be no retroactive adjustment for the period of the leave.
- 7.30 A Teacher may alter, in accordance with the Income Tax Act, the salary hold-back, which was approved in the original application for Teacher funded leave.
- 7.31 If the Teacher ceases to be employed by the Board, withdraws from the agreement or dies prior to taking the leave of absence, the Board shall pay to the Teacher or the Teacher's estate, the full amount of salary together with interest, as soon as possible.
- 7.32 A Teacher must confirm the leave request prior to April 1 of the year in which the leave is to occur. Failure to notify the Board will commit the Teacher to the provisions of this Leave Plan.

Voluntary Timetable Reduction

- 7.33 The Director or designate will consider a request from a Teacher to teach a reduced timetable, **including specific periods**, for the next school year/**semester**. In extraordinary circumstances, late requests will be considered. Such requests shall not be unreasonably withheld. The Director or designate may deny a request if it is due to program needs.
- 7.34 The salary for a Teacher voluntarily teaching part-time shall be pro-rated in the same proportion that the Teacher's partial timetable bears to a full timetable.
- 7.35 The sick-leave allowance for a Teacher voluntarily teaching part-time, shall be pro-rated in the same proportion that the Teacher's partial timetable bears to a full timetable.
- 7.36 A part-time Teacher shall be covered by the same employee benefits as a full-time Teacher. The Board shall contribute toward the premium cost of such benefits on a pro-rata basis in the same proportion that the Teacher's partial timetable bears to a full timetable. The part-time Teacher shall pay the remainder of the premium cost.
- 7.37 A Teacher who teaches in only one semester during the school year may continue the Teacher's employee benefits during the semester the Teacher is not teaching, provided that the Teacher pays the full cost of the Teacher's premiums for that semester in advance; otherwise, the Teacher's employee benefit coverage's will be cancelled.
- 7.38 All written requests, **on a Board form**, from Teachers requesting reduced timetables must be submitted to the Board no later than April 1 for the following school year **and November 1st for second semester**.
- 7.39 A Teacher participating in a voluntary timetable reduction shall receive full seniority.
- 7.40 On return to the Teacher's contractual entitlement, a Teacher will be assigned to the same school at which the Teacher taught prior to entering a reduced timetable. The Teacher shall then be subject to the conditions within the school, in accordance with Teacher surplus and redundancy Articles.

ARTICLE 8 - PREGNANCY LEAVE, PARENTAL LEAVE AND PATERNITY LEAVE

- 8.01 **Pregnancy Leave**
Upon application in writing, a Teacher who is pregnant and who is employed by the Board immediately preceding the estimated day of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17) weeks.
- 8.02 The Board shall not terminate the employment of or lay-off a Teacher who has been granted a statutory pregnancy leave under this Article.

8.03 A Teacher may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

8.04 The Teacher shall give the Board not less than two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

8.05 (a) A Teacher who suffers a pregnancy-related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally-qualified medical practitioner shall qualify for sick leave during the illness. The Teacher will not be required to use pregnancy leave unless the Teacher so elects.

(b) In the case of a Teacher who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the employee expected to give birth, subsections 8.03 and 8.04 will not apply. The procedure will be as indicated in 8.06, which follows.

8.06 Within two (2) weeks of stopping work an employee described in 8.05 (b) above must give the Board:

- (a) written notice of the date the pregnancy leave began or is to begin; and
- (b) a certificate from a legally-qualified medical practitioner stating that:
 - (i) in the case of an employee who elects to stop working because of complications caused by the pregnancy, states the employee is unable to perform the employee's duties because of complications caused by the pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.

8.07 The Pregnancy Leave ends:

- (a) The later of - six (6) weeks after birth, stillbirth or miscarriage; seventeen (17) weeks after the leave began or;
- (b) at an earlier date if the employee gives the Board at least four (4) weeks written notice of the date.

8.08 The Board shall continue to contribute its share towards the premium cost of the Teacher's employee benefits under Article 14 during the period of the statutory pregnancy leave up to a maximum of seventeen (17) weeks unless the Teacher gives the Board written notice that the Teacher does not intend to pay the Teacher's contributions.

8.09 A Teacher who intends to resume employment on the expiration of the statutory leave of absence under these regulations shall so advise the Board and, on return to work, the Board shall reinstate the Teacher to the position the Teacher most recently held with the Board if it still exists, or to a comparable position, if it does not. Seniority shall continue to accrue during a pregnancy leave. Reinstatement from pregnancy leave under this sub-section shall be without loss of seniority, grid step, sick leave or benefits.

8.10 (a) A Teacher granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board, provided the Teacher:

- (i) is eligible for pregnancy leave benefits under EI;
- (ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by EI.

[b] The Board will provide a weekly benefit payable for the two week waiting period at a weekly rate equal to 100% of the Teachers normal weekly earnings providing the Teacher complies with (a) above.

[c] The Board will provide a top-up to 100% of the Teachers normal salary for up to six weeks of pregnancy leave immediately following [b] above.

[d] A teacher who is eligible for E.I. benefits may only use the provisions of [b] and [c] above. Only a teacher who is not eligible for E.I. benefits and who provides approved medical documentation for the need may use sick leave credits. A teacher may only access the number of sick day credits available to her under the Board's sick leave plan.

8.11 Statutory Parental Leave

For the purpose of Parental Leave, parents shall be defined as one of the following:

- (a) natural father or mother
- (b) adoptive father or mother
- (c) any person in a relationship of some permanence with the parent of the child.

8.12 Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:

- (a) the birth of the child; or
- (b) the coming of the child into custody, care and control of a parent for the first time.

8.13 The Board shall not terminate the employment or lay-off a Teacher who has been granted a statutory parental leave under this Article.

8.14 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

8.15 For persons not covered in 8.14, Parental Leave which began January 1, 2001 and thereafter may begin no more than fifty two (52) weeks after the day the child is born or comes into custody, care and control of the parent for the first time.

8.16 The Teacher shall endeavour to give the Board at least two (2) weeks written notice of the date the leave is to begin.

8.17 If a Teacher wishes to change the date when a Parental Leave is scheduled to begin, the Teacher shall endeavour to give written notice:

- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated; or
- (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

8.18 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.

8.19 The parental leave ends after thirty-five (35) weeks if the employee also took a pregnancy leave, or after thirty seven (37) weeks if they did not take a pregnancy leave; or such shorter period as the Teacher may request.

8.20 The Board shall continue to contribute its share towards the premium cost of the Teacher's employee benefits under Article 14, during the period of the statutory parental leave up to a maximum of thirty five (35) weeks, if the employee also took a pregnancy leave or thirty seven (37) weeks if they did not take a pregnancy leave unless the Teacher gives the Board written notice that the Teacher does not intend to pay the Teacher's contributions.

8.21 A Teacher who intends to resume employment on the expiration of a statutory parental leave of absence under these regulations shall so advise the Board and on return to work the Board shall reinstate the Teacher to the position the Teacher most recently held with the Board, if it still exists, or to a comparable position, if it does not. Reinstatement from parental leave under this sub-section shall be without loss of seniority, sick leave or benefits. Seniority continues to accrue during the parental leave.

8.22 On making application to the Board, Pregnancy and Parental Leaves shall be entitled to an extension of

up to two years under the General Leave Plan. The date of return of the Teacher shall be agreed upon between the Teacher and the Board.

Paternal Leave

8.23 For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence for a period not exceeding two (2) days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the Teacher's sick leave credit account.

ARTICLE 9 – TEACHERS RETURNING FROM LEAVES

9.01 (a) A Teacher returning from a leave of absence or term appointment within three (3) years of the original leave, shall be treated as a member of the staff of the school to which the Teacher was last assigned. A position of responsibility shall be relinquished for a teacher who is on general leave from their duties for longer than two (2) years, unless the leave is for documented medical reasons.

(b) A Teacher who has been on a leave of absence for greater than three (3) years and who returns from a leave of absence shall become a system responsibility and available for placement.

ARTICLE 10 – SICK LEAVE AND RETIREMENT GRATUITIES

10.01 The Board shall maintain a sick leave plan for every Teacher who is a member of the Bargaining Unit.

10.02 Each Teacher shall be credited with twenty (20) days' sick leave on the first working day of the work year, the unused balance of which shall be accumulated to the Teacher's sick leave credit account.

10.03 Part-time Teachers shall be entitled to sick leave credit prorated to the nearest half day on the basis of twenty (20) days per year.

Sick Leave Credit Account

10.04 The Board shall maintain a Sick Leave Credit Account for all eligible Teachers, to be operated as follows:

(a) The Teacher's sick leave account shall be credited with the current year's sick leave allowance of twenty (20) days or, where applicable, such lesser number of days as may raise the Teacher's total of sick leave credits on September 1 of each year.

(b) Employees shall be entitled to accumulate up to a maximum of 260 days. Teachers who presently have an accumulative balance in excess of 260 days shall be frozen at their existing accumulative balance.

(c) A newly-hired Teacher shall be entitled to transfer accumulated sick leave from a previous Board to the employee's credit with the Board.

(d) Any Teacher who is on sick leave and is entitled to receive payments under the Workers' Safety Insurance Board shall receive the difference between such payment and regular salary from the Board. Loss of sick days shall be prorated accordingly.

10.05 The following items are not chargeable to the sick leave credit account and shall be without loss of salary:

(a) Quarantine – Any Teacher who because of exposure of communicable disease is quarantined or otherwise prevented by the Medical Health Authorities from being present for duty.

(b) Witness – Any Teacher who is a witness in any court proceedings to which the Teacher is not a party or one of the persons being charged, provided the Board is furnished with the witness fee.

(c) Jury Duty – Any Teacher who is required to serve on a jury.

- 10.06 Effective date of ratification, within one (1) year from date of hire, a Teacher shall be responsible for presenting a certified statement of transferable cumulative credits from the last previous District School Board and its predecessors in the province of Ontario.
- 10.07 To qualify for sick leave, a Teacher who is absent from the Teacher's duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery.
- 10.08 No salary payments will be made to a Teacher for absence due to a personal illness or injury beyond the number of days standing in the Teachers sick leave credit account.

Sick Leave Gratuity

- 10.09 During the lifetime of the Collective Agreement retirement gratuities will remain as status quo in accordance with the former Hamilton Board of Education or the former Wentworth County Board of Education Sick Leave Gratuity Plans. (See Appendix "D" attached).
- 10.10 New employees hired on or after September 1, 1999 shall be required to serve twenty (20) years in the employment of the Board in order to qualify for a retirement gratuity.
- 10.11 A Teacher retiring from the teaching profession must be eligible for a pension under the terms of the Teachers' Pension Plan Act in order to receive a gratuity.

Payment of the Sick Leave Gratuity on Retirement

- 10.12 On the termination of employment for the purpose of retirement, a Teacher is entitled to an amount equal to one half the number of sick days standing in the account at the time of retirement multiplied by the Teacher's per diem rate of salary up to a maximum of one-half year's earnings. The per diem rate shall be calculated by dividing the Teacher's annual earnings based on their annual full-time equivalency at time of retirement by the number of instructional days in the school year. A Teacher who takes a voluntary timetable reduction or a leave of absence during the year of retirement shall not have their salary entitlement reduced from the previous school year as a result of such voluntary timetable reduction or leave of absence. For a Teacher on long term disability, the calculation of annual earnings will be based on the earnings and full-time equivalency the Teacher had at the time of disability.
- 10.13 The Sick Leave Gratuity shall be paid out in one lump sum once the Board has received satisfactory proof that the Teacher has retired on pension. The payment of the Retirement Gratuity will be paid as soon as possible, but in no event, later than sixty (60) days of the Board receiving such satisfactory proof.
- 10.14 If a Teacher dies while in the service of the Board, payment of a gratuity computed on the same basis as the Sick Leave Gratuity on Retirement shall be paid to the estate of the Teacher. Such payment will be conditional upon the qualifying rules for a gratuity, i.e. retirement eligibility and number of years of service required for payment.

ARTICLE 11 – CATEGORY DEFINITIONS

- 11.01 A Teacher shall have the Teacher's qualifications for category placement determined under the current OSSTF certification chart and shall be paid accordingly.
- 11.02 A Teacher teaching with a Letter of Standing or a Letter of Permission will be placed in a category on the salary grid according to the Teacher's OSSTF Letter of Evaluation.
- 11.03 No qualifications shall receive duplicate recognition in the determination of a Teacher's salary.
- 11.04 (a) A Teacher who submits an OSSTF Certification Rating Statement shall have the Teacher's category placement recognized for salary proposes as of September 1, provided that:

- (i) the qualifications were completed before August 31 of that year.
- (ii) the new Certification Rating Statement and proof of the completion of the additional qualifications are registered with the Board within four (4) weeks of the date on the new OSSTF Certification Rating Statement, and
- (iii) the Rating Statement is registered with the Board before December 31 of that year.

b) A Teacher who submits an OSSTF Certification Rating Statement shall have the Teacher's category placement recognized for salary proposes on the first pay following the completion of the qualifications provided:

- (i) The OSSTF Certification Rating Statement and proof of the completion of the additional qualifications are registered with the Board within four (4) weeks of the date of the OSSTF Certification Rating Statement, and
- (ii) the Rating Statement is submitted within four (4) months of the completion of the qualifications.

c) In the event OSSTF certification rules change, a teacher who has applied for a new rating statement must notify the Board, in writing, within four (4) weeks of their application to OSSTF in order to be considered for retroactive salary payment. The teacher's category placement will be recognized for salary purposes as of the date of the OSSTF rating change provided the rating statement is registered with the Board within the current school year.

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

11.05 Newly-hired Teachers who expect to be compensated at a level higher than Category 1 must submit proof of this level to the Manager of Employee Relations by December 31, in order to be retroactive to September 1 of Semester 1 and by May 31, in order to be retroactive to February 1 of Semester II. If delays, which are beyond the control of the Teacher, are experienced in receiving this proof, a copy of the letter explaining the delay must be submitted by December 31 or May 31, respectively.

Grid Placement

11.06 A **newly hired Teacher** shall be placed on the salary grid in accordance with the Teacher's qualifications and approved elementary and/or secondary teaching experience **up to September 1st of the school in which they were hired**. Teaching experience for initial placement on the salary grid for those Teachers newly hired by the Board on and after date of ratification includes:

- (a) Each full year of elementary and/or secondary experience obtained in Ontario.
- (b) For purposes of approved elementary and/or secondary teaching experience exclusive of summer school or night school a year shall be:
 - (i) Full time calculated by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.
 - (ii) Accumulated part-time teaching experience pro-rated to establish a full-time equivalency by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.
- (c) Other teaching experience if recognized by the Ministry of Education and Training or deemed equivalent by the Director or designate.
- (d) Statutory pregnancy and parental leave as defined under the Ontario Employment Standards Act shall not be deducted from teaching experience.
- (e) Accumulated long-term occasional teaching assignments shall be pro-rated to establish a full-time equivalency by totaling the number of months and dividing by ten (10) to determine the number of years. Any remainder of five (5) or more months shall be counted as one (1) year.
- (f) Each Teacher shall be required to submit satisfactory proof of teaching experience.

11.07 To allow for an additional year of teaching experience, a Teacher shall advance on the salary grid in September if the Teacher has taught or performed professional duties fifty per cent (50%) or more in the previous school year.

Secondary School Salary Grid

11.08 (a)

Effective September 1, 2008 to August 31, 2009, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	40,539	42,754	46,070	48,649
1	42,754	45,148	48,835	51,595
2	44,962	47,544	51,595	54,547
3	47,170	49,936	54,360	57,492
4	49,379	52,331	57,126	60,446
5	51,595	54,730	59,893	63,392
6	53,810	57,126	62,660	66,338
7	56,021	59,524	65,419	69,284
8	58,237	61,915	68,181	72,232
9	60,446	64,311	70,943	75,186
10	62,660	66,708	73,711	78,135
11	67,814	71,869	81,089	86,616

(b) Effective September 1, 2009 to August 31, 2010, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	41,755	44,037	47,452	50,108
1	44,037	46,502	50,300	53,143
2	46,310	48,970	53,143	56,183
3	48,585	51,435	55,991	59,216
4	50,861	53,901	58,840	62,259
5	53,143	56,372	61,690	65,294
6	55,425	58,840	64,540	68,328
7	57,701	61,309	67,382	71,362
8	59,984	63,773	70,226	74,399
9	62,259	66,240	73,072	77,441
10	64,540	68,709	75,922	80,479
11	69,849	74,025	83,521	89,214

(c) Effective September 1, 2010 to August 31, 2011, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	43,008	45,358	48,875	51,612
1	45,358	47,898	51,809	54,737
2	47,700	50,439	54,737	57,869
3	50,043	52,978	57,671	60,993
4	52,386	55,518	60,605	64,127
5	54,737	58,063	63,541	67,253
6	57,087	60,605	66,476	70,378
7	59,432	63,149	69,403	73,503
8	61,784	65,686	72,333	76,631
9	64,127	68,228	75,264	79,765
10	66,476	70,770	78,200	82,893
11	71,944	76,246	86,027	91,891

(d) Effective September 1, 2011 to August 31, 2012, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	44,298	46,719	50,342	53,160
1	46,719	49,334	53,364	56,379
2	49,131	51,952	56,379	59,605
3	51,544	54,567	59,401	62,823
4	53,958	57,184	62,423	66,050
5	56,379	59,805	65,447	69,271
6	58,800	62,423	68,470	72,490
7	61,215	65,043	71,486	75,708
8	63,637	67,657	74,503	78,930
9	66,050	70,275	77,522	82,158
10	68,470	72,894	80,546	85,380
11	74,102	78,534	88,608	94,647

11.09 Related Trade, Business and Work/Educational Experience

Effective **September 1, 2008**, subject to Ministry Guidelines on the recognition of teacher experience for teacher compensation grant purposes,

Related experience will be recognized on the following basis:

- (a) Trade Experience (Journeyman, Tradesperson, or related experience with a technical certificate).
 - 1. the experience is in excess of that required for admission to the Ontario Faculties of Education; and
 - 2. the person is qualified and the experience is directly related to the **Teacher's qualifications**.

- (b) Business Experience (Accounting, Marketing, Data Processing/Computer Studies).
 - 1. the experience is acquired after graduation from a Canadian university or its foreign equivalent and the experience is directly related to the **Teacher's qualifications**; or
 - 2. the experience is in excess of five (5) years, subsequent to the obtaining of a Secondary School Honour Graduation Diploma or equivalent, or, alternatively, it is the experience above the basic years of experience required for admission into a recognized Teacher training course and the experience is directly related to the **Teacher's qualifications**.
- (c) Related Work/Educational Experience
 - 1. full-time teaching in an accredited College or University providing the experience is in excess of that required for admission to the Ontario Faculties of Education and the experience is directly related to the **Teacher's qualifications**; or
 - 2. equivalent full-time work experience directly related to the subject area the person is hired for and the experience is directly related to the **Teacher's qualifications**.

Note: Each full year of recognized experience **rounded to the nearest year** shall count as one (1) year of teaching experience on the grid. This recognized experience shall not pierce the maximum of the salary grid. Newly hired teachers must submit all documentation on related experience during the first 12 months with the Board. **For all other teachers, retroactive payments shall be limited to the date of application provided all documentation required is submitted to the Board within twelve (12) months of the application.**

ARTICLE 12 – METHOD OF PAYMENT

12.01 (a) Effective September 1, 2000 annual salaries shall be paid according to the following plan:

September	8% (1 st Friday following Labour Day)
September 25 th	8%
October 25 th	8%
November 25 th	8%
December	8% (last day of school)
January 25 th	8%
February 25 th	8%
March 25 th	8%
April 25 th	8%
May 25 th	8%
June 25 th	20%

- (b) Pay day shall be the 25th of the month. Should the 25th of the month fall on Saturday or Sunday then salaries shall be paid on the preceding Friday. Should the 25th of the month fall during a holiday period, salaries shall be paid on the last teaching day preceding the holiday period.
- (c) The Board shall transmit the Teacher's pay to the Bank or Financial Institution of the Teacher's choice so that as far as feasible the funds should be available on the days as outlined in Article 12.01 (a) and shall provide to the Teacher at the Teacher's school a statement of payment.
- (d) A Teacher shall be paid a salary in proportion that the total number of school days for which duties are performed in the school year bears to the total number of school days in the school year.

12.02 Notwithstanding the above, a Teacher who is retiring and teaches full-time exactly for one (1) semester or until January 31st, whichever is less, shall be paid exactly fifty per cent (50%) of the Teacher's annual rate of salary and shall be credited with exactly .5 of a year for salary and pension purposes. A part-time Teacher's salary shall be prorated accordingly.

12.03 Salary for teachers teaching less than full-time shall be based on their teaching assignment pro-rated to a full-time teaching assignment. A full-time teaching assignment is defined as 6 classes or the equivalent time. A teacher who is fully assigned under article 17.04 shall be paid one hundred percent (100%) of pay and part time assignments will be pro-rated. The parties agree to meet and resolve any anomalies respecting salaries for part time assignments.

ARTICLE 13 – TRAVEL ALLOWANCE

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

13.02 The Board shall pay to each Teacher who is authorized to use a vehicle on approved Board business mileage reimbursement in accordance with Board policy.

ARTICLE 14 – EMPLOYEE BENEFITS

14.01 The Board agrees to administer the benefits provided in 14.02 which are included in Policy 136993 – B effective September 1, 2001 and existing amendments, including the execution of payroll deductions for the Teacher's share in premiums for those Teachers who elect to participate in the coverage's identified in Article 14.02.

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

Semi-Private Hospital Care

Extended Health Care

- including a \$10/\$20 deductible on prescriptions
- Hearing Aids - \$500 every 5 years; **effective September 1, 2009 - Hearing Aids - \$1,000 every 5 years**
- Smoking Cessation products - \$200 lifetime
- Dispensing Fee capped at \$7.00 per prescription; **effective September 1, 2009 - Dispensing Fee capped at \$8.00 per prescription**
- **Effective September 1, 2009 - Fertility Drugs and Treatment - \$6,000 lifetime**

Paramedical Services, under the Extended Health Plan include:

- Massage Therapy – capped at \$20/visit to a maximum of \$225/year; **effective September 1, 2009 - capped at \$30/visit to a maximum of \$225/year**
- Speech Pathologist - \$200 per benefit year
- Clinical Psychologist - \$200 per benefit year
- Physiotherapy - unlimited
- Naturopath, Osteopath, Podiatrist, Chiropractor – 20 visits per benefit year

Basic Dental Plan

Vision Care - \$300 every two years including Laser Eye Surgery; **effective September 1, 2009 - \$375 every two years including Laser Eye Surgery**

Basic Group Life Insurance - \$50,000; **effective September 1, 2009:** Basic Group Life Insurance - **\$70,000**

Orthopedic shoes and orthotics limited to a maximum reimbursement of \$750/person every two (2) benefit years as prescribed by a medical practitioner.

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

(c) The Board shall contribute one hundred per cent (100%) of the premium cost for the benefit plans outlined in 14.02 (a) and (b). The Board's contribution for a part-time teacher shall be prorated in the same proportion that the part-time timetable bears to a full-time timetable.

- (d)
 - (i) The Board shall pay one hundred per cent (100%) of the premiums for the Basic Group Life Insurance Plan for a flat amount of \$50,000 for each member of the Bargaining Unit. Participation in the Basic Group Life Insurance shall be a condition of employment.
 - (ii) Optional Group Life Insurance will be available in multiples of \$25,000 to a combined maximum (basic and optional) of \$200,000. The Teacher shall pay the full premium cost of the amount of optional group life insurance through payroll deduction.
 - (iii) A Teacher must in writing, subscribe for and authorize payroll deductions for Optional Group Life Insurance within thirty-one (31) days of the plan being offered.
 - (iv) A Teacher not subscribing for the Optional Group Life Insurance within the thirty-one (31) day time limit may apply for coverage at a later date by making written application authorizing payroll deductions and providing evidence of insurability satisfactory to the Insurance Company. The Optional Group Life Insurance will be effective on the first day of the month following approval of the evidence of the insurability of the carrier.
 - (v) A Teacher may decide in writing to cancel Optional Group Life Insurance. Such cancellation will be effective from the first day of the month following receipt by the Board of the request for cancellation.
 - (vi) The Teacher must be actively at work on the effective date of the Teacher's Optional Group Life Insurance. If a Teacher is not actively at work on the effective date, Optional Group Life Insurance will commence on the date the Teacher returns to work on a regular basis.
- (e) Under the present Group Life Insurance Plan the Teacher shall pay, the full premium cost for Optional Dependent's Group Life Insurance - \$25,000 for the spouse; \$10,000 - for each dependent child.

- 14.03 The Board may at any time substitute another carrier provided that the benefits conferred thereby are at least equivalent and provided that the Bargaining Unit is given a minimum of thirty (30) days to consider the proposed change before implementation.
- 14.04 The Parties agree to establish and maintain throughout the life of this Agreement an Employee Benefit Committee for the purpose of reviewing and making recommendations concerning the employee benefit package to Administration and/or the appropriate committee of the Board and/or the Teachers.
- 14.05
 - (a)
 - (i) The Board shall contribute one hundred per cent (100%) of the premium cost for full time Teachers based on the current ODA rate schedule of the Dental Plan (covered services - Basic Services, Endodontics and Periodontal), premium cost will be based upon Current ODA fee schedule. The Board's premium contribution for a part-time Teacher shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment, with the Teacher contributing the remainder through payroll deductions. The Plan shall reimburse a claimant one hundred per cent (100%) of the cost of the insured services of Basic Services and seventy-five (75%) of the cost of Endodontics and Periodontics, premium cost will be based upon Current ODA fee schedule. Newly-hired Teachers and Teachers returning from leave shall be enrolled in the Plan, effective the first of the month coinciding with or next following the date of employment. A Teacher may elect, in writing, not to be enrolled under the Plan.
 - (ii) Recall visits shall be once every nine (9) months under the Basic Plan.
 - (b) The Board will contribute fifty per cent (50%) of the premium cost for Major Restorative Benefits for each full-time Teacher. The Board's premium contribution for a part-time Teacher shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment, with the Teacher contributing the remainder through payroll deductions. The plan will reimburse a claimant seventy-five per cent (75%) of the cost of the insured services (based on the current

ODA fee schedule) - premium cost will be based upon Current ODA fee schedule) with benefits limited to \$2,000 per person per year. The individual Teacher shall pay the remainder of the premium cost through payroll deduction.

- (c) The Board will contribute fifty per cent (50%) of the premium cost for Orthodontic Services for each full-time Teacher. The Board's premium contribution for a part-time Teachers shall be pro-rated in the same proportion that the part-time assignment bears to a full-time assignment, with the Teacher contributing the remainder through payroll deductions. The plan will reimburse a claimant fifty per cent (50%) of the cost of the insured services (based on the current ODA fee schedule, premium cost will be based upon Current ODA fee schedule) with benefits limited to a lifetime maximum of \$2,000 per person. Coverage shall include the Teacher and each eligible dependent.
- (d) Coverage under the Dental Plan plus Major Restorative and Orthodontic benefits shall be mandatory for all Teachers who are presently enrolled unless a Teacher elects in writing not be covered under the Dental Plan.
- (e) The Board shall offer an open enrolment period of thirty (30) days for new subscribers to elect such coverage.

14.06 (a)(i) A Teacher who retires and receives an immediate pension from the Teachers' Pension Plan shall have the option of retaining coverage at the Teacher's own expense under the Dental, Extended Health, and Semi-Private Hospital Care Plans of Article 14 under the following conditions:

- (a) the Teacher must elect to retain coverage within thirty-one (31) days of retirement date; otherwise coverage shall be cancelled;
- (b) if the Teacher withdraws from coverage at any time prior to age sixty-five (65), the Teacher shall be ineligible to re-enroll in coverage;
- (c) coverage shall remain in effect until age sixty-five (65) if a Teacher so elects;
- (d) the Teacher shall pay to the Board in advance the full annual premium cost of the coverage; otherwise the coverage shall be cancelled;
- (e) the benefits under the Extended Health Plan for a retiree shall be limited to \$15,000 during the entire period of the Teacher's coverage.

(a)(ii) All Teachers retiring on and after January 1, 2001 will be provided with the Retiree Benefit Package as outlined in 14.06 (a)(i) above however, the premium rates will be determined by the overall rate experience for this Retiree group.

- (b) A Teacher who retires and receives an immediate pension from the Teachers' Pension Plan shall have the option of retaining a \$50,000 Life Insurance Policy until the age of sixty-five (65). The Teacher who so elects shall pay the full amount of the premium, annually in advance, otherwise the Teacher's coverage shall be cancelled.

14.07 A spouse of a deceased Teacher may have the option of retaining benefit coverage at the spouse's own cost under the Semi-Private Hospital Care, Extended Health and Dental Plans under the following conditions:

- (a) the spouse must elect to retain coverage within thirty-one (31) days of the date of death of the deceased Teacher;
- (b) if the spouse withdraws from coverage at any time the spouse shall be ineligible to re-enroll in coverage;

- (c) coverage shall remain in effect for a maximum of two (2) years from the date of death of the deceased Teacher. Coverage shall be cancelled the first day of the month following the spouse's sixty-fifth (65th) birthday;
- (d) the spouse shall pay to the Board in advance the full annual premium cost of the coverage; otherwise the coverage shall be cancelled;

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

14.08 The Board shall provide to the Union a copy of the master policy for each of the employee benefit plans.

14.09 (a) The Board shall continue to make payroll deductions for present Teachers who have elected at their own expense to contribute the premium cost for long term disability coverage. It shall be a condition of employment that all new Teachers hired on and after the ratification of this Agreement become and remain members of the long term disability plan.

(b) It is agreed that the Board's sole responsibility under the Plan is to provide for the following:

- (i) to deduct the monthly payroll deductions and to record and remit such payments to the insurance carrier(s).
- (ii) to provide new Teachers with a package of material on the long term disability plan at the time of sign-up.
- (vii) to provide the District with information on members who have been absent for more than twenty (20) consecutive days.
- (viii) to supply a claims kits to members who are eligible to apply for long term disability and to fill out the Board's portion on the form.

14.10 The EI rebate shall accrue to the credit of the Board.

ARTICLE 15 – EMPLOYMENT INSURANCE

15.01 The parties agree that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that full-time Teachers shall be deemed to have worked seven (7) hours each school day they are employed. Part-time Teachers shall be deemed to have worked hours per day that are prorated accordingly.

ARTICLE 16– STAFFING

16.01 The FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, in accordance with the Education Act and Regulations there under. **A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class size regulation.**

16.02 (a) The number of FTE Teachers assigned to other Board programs and to non-credit courses shall be in accordance with the Funding Model, the Education Act and Regulations.

(b) The minimum number of FTE teachers assigned in the following areas shall be

Librarians	one per school
Guidance Counsellors **	one per 385 FTE students minimum of 1 per school
Learning Resource Teachers	one per 600 FTE students

**** Note: the above may not include credit bearing lines.**

16.03 Except as specifically provided for elsewhere in this Article, each Secondary School shall be staffed annually as follows:

Administration

(i) In each Composite secondary school where the program is offered there will be one Department Head in each of the following departments:

English	Mathematics	Business
Science	Visual Arts	Music
History	Geography	Languages
Family Studies	Boys' Physical Education	Girls' Physical Education
Library		

Technological Studies (including Design and Technology)

Student Services (Guidance, Special Education/Co-Op, **Student Success, Credit Recovery**)

ESL at Sir John A. Macdonald, Orchard Park, MacNab, Glendale, Barton

French Immersion (Credit Granting Program) at Westdale

(ii) In each Vocational secondary school, there will be one (1) Department Head in each of the following Departments:

Academic
Technical

(iii) Each Department in a Composite or Vocational School will have one (1) Assistant Head if the Department has thirty (30) or more lines in the Department.

16.04 An Assistant Head whose position of responsibility is eliminated shall be posted to an available Assistant Headship position, or, if no vacancy, as a replacement for the Assistant Head with the least seniority in the position according to Board records. An Assistant Head displaced by this procedure shall be posted to a teaching position in accordance with Article 19, Surplus and Redundant Teachers.

(i) An Assistant Head displaced by this procedure shall be given first opportunity of returning to an Assistant Headship, according to seniority as defined in Board records. Upon return, prior service in an acting capacity shall be counted in determining the date the appointment becomes confirmed under the Collective Agreement.

(ii) For an Assistant Head who is displaced from the position under this procedure, the responsibility allowance shall be red-circled and frozen for a period of one (1) year, after which the Teacher shall be paid the rate of the Teacher's then current assignment.

16.05 The procedure described in Article 16.04 shall apply only to displacements at the level of Assistant Head occurring on and after the ratification date of this Agreement.

16.06 Notwithstanding the procedure described above, any Assistant Head whose position of added responsibility is lost due to a decline in department size, may elect to remain in the department in a regular teaching position rather than begin the bumping process.

16.07 a) There shall be one full-time equivalent teacher assigned to Co-op for every **105** students enrolled per year.

b) For the purposes of co-op staffing, a student that is enrolled in co-op for one (1) or two (2) credits will count as one (1) student. A student enrolled in co-op for three (3) or four (4) credits will count as two (2) students.

(c) Where a teacher is assigned Co-op periods the following maximum number of students per semester for the teacher shall be: 1 period – **16**; 2 periods – **35**; 3 periods – **55**.

16.08 Classroom Teacher Components

As of the first day of each semester, the following class size maxima shall be in effect:

	Maximum Class Size	
Academic	Sept. 2008	30
	Sept. 2010	29
	Sept. 2011	28
College University/University	Sept. 2008	30
	Sept. 2011	29
Applied	Sept. 2008	23
	Sept. 2010	22
	Sept. 2011	21
Tech (Auto, Wood, Machine, Construction, Integrated Technology)	Sept. 2008	22
	Sept. 2011	21
Workplace	Sept. 2008	20
	Sept. 2010	19
	Sept. 2011	18
Vocational	Sept. 2008	20
	Sept. 2010	19
	Sept. 2011	18
College/Open	Sept. 2008	28
	Sept. 2011	27
ESL/ELL	Sept. 2008	23
	Sept. 2011	22
Locally Developed/Essential	Sept. 2008	17
	Sept. 2010	16
	Sept. 2011	15

The above noted are subject to a flexible factor of ten percent (10%) – rounded to the nearest whole number. Each teacher is limited to a maximum class size overage of five percent (5%) rounded to the nearest whole number in any one semester.

16.09 Any exceptions to the above maximum's must have prior agreement of the Superintendent responsible for Secondary staffing and the President of OSSTF District 21.

16.10 No Teacher shall be responsible for more than four (4) half courses per year unless agreed to by the Teacher.

Multi/Bi-Level/Stacked Classes

16.11 a) The Board shall endeavor to keep the number of tri/bi-leveled/stacked classes to a minimum [Alternate Education excluded]

b) No tri (or greater) - stacked/level classes will be assigned to a teacher without the teacher's prior consent.

16.12 When calculating the maximum allowed PTC's for a teacher teaching a class which contains more than one level, the allowed PTC for that class shall be the average of applicable maximums for the levels being taught.

16.13 Special education congregated classes will be staffed in the proportions determined by Regulations.

Other Programs

16.14 The Employer shall maintain the staffing ratio for the Alternative Education Program as has been done in the past.

16.15 There shall be a program leader for the system Secondary Alternative Education site. In the event new system sites are opened, both parties agree to meet to determine if the new system sites require a program leader.

16.16 There shall be a Lead Teacher for the Hamilton-Wentworth Regional Detention Centre Program.

16.17 Maximum class size in Section 23 programs shall be according to the regulations.

ARTICLE 17 – WORKING CONDITIONS

17.01 Each Full-time teacher shall be assigned 6 periods out of 8 for the school year. This shall include a maximum of 225 minutes of assigned time per day each semester and shall include homeroom if so assigned. [Pro-rated for part-time teachers.]

17.02 All classes will be assigned during the instructional day, unless prior agreement in writing has been made between the Teacher, the Bargaining Unit President, the Principal and the Superintendent responsible for staffing.

17.03 In addition to the classes assigned above, each full time teacher may be assigned Additional Professional Assignments (APA) as outlined below:

	Maximum # of ½ period on-calls	Maximum # of ½ period on-calls /supervisions/ mentoring
Effective September 2008	25	55
Effective September 2009	25	53
Effective September 2010	25	51
Effective September 2011	25	48

- i] All of the above will be pro-rated for part-time teachers
- ii] Maximum of one (1) APA on any given day
- iii] All APA's will be equitably timetabled and performed inside the instructional day with the exception of an APA for Bus supervision. An APA for bus supervision will be a maximum of twenty (20) minutes immediately following the end of the instructional day.

17.04 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:45 a.m. and 1:45 p.m., unless otherwise agreed by the Principal and the Teacher.

17.05 No teacher shall be assigned duties other than those outlined above.

17.06 The principal shall ensure that no teacher is assigned more than 225 minutes (exclusive of travel time between periods and/or breaks) over a continuous interval.

17.07 The length of the school year shall be the minimum under the Education Act.

17.08 No Teacher shall be assigned administrative duties normally performed by management.

17.09 The Superintendent of Education responsible for secondary staffing will forward to the District Office as soon as possible, or by September 30th, a copy of each Teacher's workload assignment for the year, upon request.

ARTICLE 18 – SYSTEM AND IN-SCHOOL STAFFING COMMITTEES

System Staffing Committee

18.01 A Secondary Staffing Committee shall be established by March 1st and maintained from year to year to provide input to the Superintendent in charge of Secondary Staffing regarding the staffing requirements of the secondary system and to assist with determining the number of Teachers required for credit and/or credit equivalent and non-credit in accordance with the Education Act, applicable regulations and the Collective Agreement.

18.02 The Committee shall be comprised of the following:

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

18.03 By April 1st, the Superintendent responsible for Secondary Staffing, in consultation with the System Staffing Committee shall:

- (i) review the enrollment projection data to estimate the total complement of secondary system teaching staff for the following school year. This estimated complement of secondary system teaching staff will ensure that there will be an aggregate average class size across the system of 21:1 in accordance with section 170.1 (2) of the Education Act and according to the Collective Agreement.
- (ii) have calculated the number of Teachers required for credit and/or credit equivalent and non-credit courses/lines in accordance with the Education Act, applicable Regulations, and the Collective Agreement and allocate to each school its share.

18.04 The Superintendent responsible for Secondary Staffing, in consultation with the System Staffing Committee, will make the necessary adjustments to the total complement of secondary system teaching staff in response to shifts in the projected enrolment.

18.05 By April 15th, the Superintendent responsible for secondary staffing, in consultation with the System Staffing Committee, shall allocate the number of Teachers to the schools.

18.06 The Superintendent responsible for Secondary Staffing, in consultation with the System Staffing Committee, shall review the application of surplus and redundancy and ensure that procedures are properly followed.

18.07 **By June 15 (Spring Staffing Process) and January 15 (Fall Staffing Process), the Superintendent responsible for Secondary Staffing of the Board, in consultation with the President of the Teachers' Unit of District 21, or designate, shall endeavour to complete:**

Spring Staffing Process:

- two (2) rounds of postings
- placement of all remaining teachers, in accordance with their FTE, without confirmed assignments for the next school year based on qualifications and seniority while taking into consideration the teacher's pre-stated preferences
- timetable expansions

Fall Staffing Process:

- one (1) posting

- preference will be given to teachers who have been declared surplus to the staffing needs of the school and for teachers who have submitted Voluntary Transfer Declarations from schools that have declared surplus teachers
- placement of all remaining teachers, in accordance with their FTE, without confirmed assignments for semester 2 based on qualifications and seniority, while taking into consideration the teacher's pre-stated preferences
- timetable expansions

The President of the Teachers' Unit of District 21 or designate shall act in a consultative role only; the final decision shall rest with Board Officials.

In-School Staffing Committee

18.08 The In-School Staffing Committee shall consist of the following:

- (a) the Principal and the Vice-Principal(s) of the school
- (b) three (3) OSSTF representatives, to be selected by the Union

NOTE: In addition to the meetings outlined in this article, either party may request a meeting. The Superintendent responsible for Secondary Staffing and the President of the teachers' Unit of District 21, or designate(s), shall attend the meetings as necessary.

18.09 This Committee shall meet for the purpose of identifying the positions required to satisfy the program needs of the school prior to the completion of Article 18.07. The Committee in its deliberations, shall consider such factors as: the courses and number of sections to be offered, the number of Teachers required by course and Department, and the proposed assignment of Teachers to Departments on the basis of qualifications and seniority. Department Heads are exempt from being declared surplus to the needs of the school. The purpose of this Committee is to help provide information necessary for the placement of Teachers in Article 18.07. The Committee shall act in a consultative basis only; the final decision shall rest with the Principal.

18.10 Should any discrepancy or issue arise over the application of the Collective Agreement and surplus and redundancy during consultation with the In-School Staffing Committee, the issue shall be referred to the System Staffing Committee for resolution.

ARTICLE 19 – SURPLUS AND REDUNDANT TEACHERS

Surplus Teachers

19.01 a) A surplus Teacher is defined as a Teacher who is determined to be surplus to the staffing requirements of a particular school **based on seniority**, and, as a result, is available for placement to another school staff in the system. The System Staffing Committee shall be advised of any Teachers that have been determined surplus in a school as soon as possible. **A teacher may also be declared surplus in the event there are no subjects available in the school for which the Teacher is qualified to teach.** Department Heads are exempt from being declared surplus to the needs of the school.

b) **Notwithstanding 19.01 (a), a Teacher that would normally be declared surplus based on seniority, may be retained by the school if declaring the teacher surplus would result in the closure of a curricular programme.**

19.02 Teachers who are declared surplus to their school will be notified of that fact no later than December 1st in semester one (1) and May 1st in semester two (2). They shall be placed, in order of seniority, in available positions for which they are qualified prior to placement of Teachers new to the Board.

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

b) A teacher who is surplus to a school and is assigned to teach in more than one school in the same semester shall have the right to replace the teacher with the least seniority in the teacher's area of qualification in any secondary school operated by the Board.

19.04 A Teacher who is assigned a split timetable as a result of being declared surplus/redundant and who is assigned duties by the Board as a result at two (2) or more sites in the course of a single working day will be reimbursed mileage in accordance with Board policy and shall be allowed adequate time, exclusive of lunch to travel between work sites. Such teachers shall not be assigned any supervision but may be assigned on-calls in accordance with their FTE status.

19.05 Prior to January 15th in the first semester and June 15th in the second semester, a surplus Teacher shall be given the first opportunity to return to the school in which they were declared surplus should teaching lines become available that the surplus Teacher is qualified to teach.

Redundant Teachers

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

19.07 The Superintendent responsible for Secondary Staffing shall establish a list of Teachers "redundant to system requirements". A redundancy list shall be created by removing the number of Teachers necessary to equal the total system reduction, from the bottom of the Seniority List. The Superintendent responsible for Secondary Staffing shall advise the Principal that these Teachers are not available for assignment in the next year.

19.08 The Teacher declared redundant shall be recognized as a competent Teacher and shall be given a letter of recommendation to this effect by the Board no later than April 30. Such Letter will indicate the reason why the Teacher is redundant and that the Teacher will be given the rights outlined below re: Recall List, Severance, Continuing Education and Occasional Teaching Opportunities.

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

19.10 Before hiring from outside the Hamilton-Wentworth system or effecting transfers from another panel, the Board shall offer vacant teaching positions in its schools to qualified Teachers on the Recall List on the basis of seniority.

19.11 Any Teacher who has been terminated in accordance with the provisions of seniority, surplus and redundancy procedures of this agreement shall be eligible for recall for a period of two (2) years from the effective date of termination, and shall accrue seniority for that period of time the Teacher remains on the Recall List.

19.12 A Teacher on the Recall List may be covered by the benefit package provided that the Teacher prepays the full annual premium in advance. If the Teacher is recalled to duty the Board shall rebate to the Teacher a pro-rated amount equal to the cost of the benefits from the period for which the Teacher is recalled. The Teacher shall not continue to accumulate sick leave credits while on the Recall List.

19.13 A Teacher who accepts a position in accordance with this Article shall be reinstated with full rights (advancement on the grid, subject to Article 11.06) and benefits, unless specifically modified by this Agreement.

19.14 It is the responsibility of all Teachers on the Recall List to maintain current addresses and telephone numbers with the Human Resources Department of the Board and the Bargaining Unit.

19.15 When a position becomes available, the Board shall contact the most senior qualified Teacher being recalled by telephone and offer the position by registered mail.

19.16 (a) A Teacher on the Recall List shall be offered a position in Summer School and Evening School for which they are qualified.

(b) A Teacher on the recall list shall be given the opportunity to apply for placement on the secondary occasional Teachers' list for The Hamilton-Wentworth District School Board.

19.17 A Teacher shall forfeit the Teacher's right of recall if the Teacher:

- (a) declines a written offer from an official of the Board of an appointment to a vacant position;
- (b) does not reply within ten (10) working days of an offer of employment sent by registered mail to the Teacher's last known address;
- (c) accepts an appointment to a regular teaching position elsewhere; or
- (d) elects to receive a severance allowance.

Severance Pay

19.18 (a) Severance Pay entitlement shall apply to Teachers who have successfully completed the probationary period. The amount of severance allowance shall be 10% of annual salary based on the annual salary the Teacher was earning on the date the Teacher's contract was terminated.

(b) A Teacher on an unpaid leave of absence who is declared redundant and who elects to receive the severance allowance, shall receive a severance allowance based on the annual salary the Teacher was earning immediately prior to the commencement of the leave.

(c) A Teacher must notify the Board in writing within eight (8) weeks following the date of termination of contract of the Teacher's desire to receive a severance allowance in lieu of recall. If such notice is not received within eight (8) weeks, the Board shall have no obligation to pay the severance allowance.

(d) The Board shall have no further obligation under this Agreement to a Teacher who receives a severance allowance.

19.19 If a teacher declines an offer of employment under the provisions of this Agreement, the Board shall have no further obligation to that Teacher under this Agreement. A Teacher who declines supply or occasional teaching assignments or credit courses outside the regular day school program shall not prejudice the Teacher's recall rights under this Agreement.

ARTICLE 20 – SENIORITY LIST

20.01 For all teachers who were employed by the former Hamilton or Wentworth Boards of Education additional seniority from January 1, 1998 on, and for all teachers hired on or after January 1, 1998, seniority, shall be determined by:

- (a) continuous secondary day school service with The Hamilton-Wentworth District School Board, including long term occasional experience with The Hamilton-Wentworth District School Board accrued on and after January 1, 1998.
- (i) Effective September 1, 2003 all approved leaves of absence, including layoff with recall rights, shall not be considered an interruption of continuous service for seniority purposes only.
- (ii) Seniority shall accrue on a full-time basis regardless of the length of the teaching assignment.

and

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

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

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

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

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

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

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

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

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

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

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

20.02 By February 1st of each year, the Board shall provide on electronic copy of the up-to-date seniority list to the President of OSSTF District 21 Teachers' Unit and one copy to each school and worksite for posting in which there are OSSTF District 21 members on staff.

ARTICLE 21 – TRANSFERS

21.01 Voluntary Transfer Declarations

Teachers are required to submit, in writing, to the Superintendent responsible for secondary staffing, a voluntary transfer declaration no later than April 30th for the following school year and November 30th for semester two (2) of the current school year. Transfer declarations to take effect in the second semester will not be accepted unless the school has declared teachers surplus to the staffing needs of the school. Declaration forms shall be made available to all Teachers by March 1st and October 1st.

21.02 A Teacher who has submitted a voluntary transfer declaration shall be considered to have relinquished their entitlement to a teaching assignment at their current work location.

21.03 Teachers holding a position of added responsibility who submit a voluntary transfer declaration shall be considered to have relinquished an entitlement to a position of added responsibility as well as an entitlement of their current teaching assignment at their current work location.

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

21.05 Reciprocal Transfers

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

- (a) The member of the Bargaining Unit agrees in writing to participate in a reciprocal transfer,
- (b) The transfer shall be for a period not to exceed two (2) years
- (c) A member of the Bargaining Unit on reciprocal transfer shall be subject to all the provisions of the Collective Agreement governing the Bargaining Unit of which the Teacher is a member, except the Teacher shall be subject to the working conditions of the panel to which assigned.

21.06 Job Exchange

- (a) The Board shall provide the opportunity to permanent Teachers to participate in a "job exchange" program in accordance with the terms and conditions of this Article.
- (b) Two permanent Teachers within the panel may be temporarily exchanged, for a period up to one school year, subject to the agreement of the Superintendent responsible for Secondary Staffing. Teachers interested in participating in Job Exchange shall submit an application by April 1st for the following school year to the Human Resources Department. At the end of the exchange the Teachers will return to their previous positions, subject to Article 19 (Surplus and Redundancy). Late applications may be considered at the discretion of the Superintendent responsible for Secondary Staffing.
- (c) Teachers participating in job exchange shall be paid the salary for the exchange assignment. If the exchange assignment is less than full-time, the salary and benefits shall be prorated in the same proportion that the part-time assignment is to a full-time assignment.
- (d) The Board will create a conference on First Class on which teachers may advertise to participate in a job exchange.

ARTICLE 22 – SCHOOL CLOSURE

- 22.01 No Teacher shall, by reason of school or programme closure, be deprived of the Teacher's rights to placement in a position elsewhere in the system according to Seniority (Article 20) and Surplus and Redundancy (Article 19).
- 22.02 Teachers shall be placed according to seniority and qualifications before any other staffing determinations are made.
- 22.03 A Teacher holding a position of responsibility in a school or programme which has been closed shall be transferred to a comparable vacant position elsewhere, if available, in the system.
- 22.04 Where there is no comparable vacant position as indicated in the above clause, a Teacher holding a position of responsibility in a school which has been closed shall be transferred to replace the Teacher with the least amount of time in the position of responsibility in the same subject discipline with the appropriate qualifications elsewhere in the system. In the event of a tie in terms of length of service in a position of responsibility, the tie will be broken in accordance with Article 20.01.
- 22.05 A Teacher in a position of responsibility who is displaced by the procedure in 22.04 shall be given the first opportunity of returning to a position of responsibility equal to that which the Teacher formerly held for up to two (2) years, according to seniority in the position. Upon return, prior service in an acting capacity shall be counted in determining the date the appointment becomes confirmed under the Collective Agreement.
- 22.06 If the Teacher holding a position of responsibility in a school or programme that has been closed is the least senior in that position, the terms of Article 22.05 shall apply to that Teacher.

Note: For the purpose of this article and Surplus and Redundancy (Article 19) the Alternative Education Program shall be considered a school and Section 23 shall be considered a school.

ARTICLE 23- POSTINGS

PART A – TEACHING POSITIONS

23.01 a) The time frame for the spring posting process shall be April 15th to June 15th. The time frame for the Fall posting process is December 1st to January 15th
b) A teacher's annual entitlement cannot be increased through the posting process.

23.02 a) In the Spring posting process:
i) There shall be a maximum of two rounds of postings. The actual dates will be confirmed on the staffing timelines developed by the Superintendent responsible for Secondary Staffing.
ii) In each round of Postings there will be a posting for available lines
iii) Postings shall be posted at each Board location where secondary instruction occurs and the Education Centre for five school days followed by up to five (5) days to interview

b) Round 1 - Only teachers who have submitted transfer declarations in accordance with Article 21, will be invited to apply for the identified vacancies. If there are one or more qualified applicants the position shall be granted to a qualified applicant.
c) Round 2 - Open to all teachers. The position shall be granted to a qualified applicant.

In the Fall process

d) There shall be one posting. Preference will be given to teachers who have been declared surplus to the staffing needs of the school and for teachers that have submitted Voluntary Transfer Declarations from schools that have declared surplus teachers. The position shall be granted to a qualified applicant.

23.03 At the conclusion of the Spring/Fall posting process, teachers who still require placement shall be placed in order of seniority by the Board. Prior to placing these teachers, the Board shall request preferences for placement from each teacher.

PART B – POSITIONS OF ADDED RESPONSIBILITY

23.04 The following process shall be used for Positions of Added Responsibility.

a) The position shall be posted for five days;

b) The position shall be open to all qualified teachers and the position will be filled with the following understanding:

- i) the position posted will be granted to a teacher who currently holds an identical position of added responsibility provided he/she is the sole applicant
- ii) If more than one teacher who currently holds an identical position of added responsibility applies for the position, interviews will be held for these applicants only. One applicant shall be granted the position.
- iii) If there are no applicants who apply who hold an identical position of responsibility, teachers holding the required qualifications shall be considered for interview. One applicant shall be granted the position.

c) Notwithstanding anything in this article, Positions of Added Responsibility that become vacant after January 15th may be filled administratively for the following semester. Positions of Added Responsibility that become vacant after June 15th may be filled administratively until the end of the following semester. Subsequently, these positions shall be posted for 5 days with the position to take effect at the beginning of the next semester.

23.05 For the purpose of this Article “acting position of added responsibility” means a temporary placement for a Teacher in a position of added responsibility.

a) All acting positions of added responsibility shall be posted in all schools and work sites for five (5) school days.

- b) When known, the term of the acting position shall be indicated on the posting.
- c) If the acting position is required to be extended to the end of the school year, the Teacher in the acting position shall be entitled to continue in that position. The Teacher in the acting position shall have the right to refuse the appointment.
- d) Notwithstanding anything in this article, the Board may fill a position temporarily in the most convenient manner where the temporary vacancy occurs after January 15th in first semester and June 15th in the second semester. This appointment shall not extend beyond the end of the semester. Any allowances payable shall be effective from the date of the temporary appointment. A teacher shall have the right to refuse the appointment.
- e) Upon completion of the acting position the Teacher will return to his/her former school or worksite and any position of responsibility held before the acting position began.

ARTICLE 24 - TERM APPOINTMENTS

- 24.01 a) A Teacher appointed to a consultant or special Assignment Teacher may be appointed on a term basis. A teacher holding a position of responsibility selected to a term appointment, shall retain their position of responsibility for a period of up to three (3) years. An acting position shall be posted in accordance with article 23.04.
- b) New and/or vacant consultant and special assignment teachers shall be posted for five days.
- 24.02 A Teacher whose term appointment is expiring **for the upcoming school year** shall be informed by the Board **by April 15th** and will be advised of the Teacher's new assignment for the next school year by **June 15th**.
- 24.03 Upon completion of a term appointment, the Superintendent responsible for Secondary Staffing shall return the Teacher to the Teacher's former position or its equivalent.
- 24.04 The Board may, through appointment, fill a position temporarily in the most convenient manner where the vacancy in a position of responsibility is to last for a period of less than one complete semester. Any allowances payable shall be effective from the date of temporary appointment.

ARTICLE 25 – TEACHER IN CHARGE

- 25.01
 - (a) A Teacher-In-Charge may be assigned for a minimum of one-half school day by the Principal in a secondary school where the Principal and Vice-Principal(s) are absent from the school. A Teacher shall have the right to refuse such assignment, except in an emergency situation.
 - (b) The payment for time spent as Teacher-In-Charge shall be:

	Full Day	Half Day
September 1, 2008	\$30.90	\$15.45
September 1, 2009	\$31.83	\$15.91
September 1, 2010	\$32.78	\$16.39
September 1, 2011	\$33.77	\$16.88

This payment shall not be costed against the secondary school Teachers' funding.

- (c) While the Teacher is performing the duties of a Teacher-In-Charge, an occasional Teacher will be hired to perform the normal classroom responsibilities of that Teacher. The cost of the occasional Teacher shall not be charged against the secondary school Teachers' funding.

(d) A Teacher acting as Teacher-In-Charge shall not be required to discipline or evaluate other Teachers.

ARTICLE 26 - NEW POSITIONS

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

26.02 Part-time Teachers shall be entitled to increase entitlement status up to full-time provided they are qualified for the position and the change does not result in an itinerant timetable (**in the same semester**) prior to Teachers being newly-hired by the Board in the secondary panel. Requests for timetable expansions shall be made to the Superintendent of Staffing by November 1 for the second semester and by April 1 for the next school year. If more than one (1) employee is qualified for the assignment, the more senior employee shall be assigned to the position.

26.03 **Otherwise:**
(a) **prior to the start of a semester, part-time teachers within the same school as the vacancy shall be entitled to increase their entitlement status up to full-time based on seniority and qualifications prior to teachers being newly hired to the Board.**
(b) **after the start of a semester, part-time teachers within the same school as the vacancy shall be entitled to increase their entitlement status up to full-time based on seniority and qualifications provided this does not require timetable changes, prior to teachers being newly hired to the Board.**

ARTICLE 27 – Teacher Performance Appraisal

27.01 Evaluation for Competence and Contract Maintenance
"Evaluation" shall mean an assessment of a Teacher's work by an Academic Supervisory Officer of the Board, a Principal or a Vice-Principal for the purpose of determining the quality of job performance.

27.02 Any criteria established by the Board for evaluation of Teachers or modifications to existing procedures shall be developed in consultation with the Bargaining Unit and shall be in accordance with the Education Act and relevant legislation.

27.03 An Evaluation Report shall be made in writing and signed by the evaluator, with a copy to the Teacher. Evaluation shall take into account the Teacher's area(s) of specialization and assignments and normally shall be made upon reasonable prior notice to the Teacher. Consideration shall be given to a representative variety of classes or teaching situations, or, in the case of a Teacher whose position does not entail classroom teaching, a representative range of duties and responsibilities.

27.04 The Evaluation Report shall be made available to the Teacher at the earliest possible opportunity, but not later than five (5) working days from the date of the visit or evaluation.

27.05 The Teacher shall be given an opportunity to initial or sign the Evaluation Report and to place comments on the form or append comments to the form. This opportunity shall occur before any person other than that Teacher and the evaluator sees the Evaluation Report. Initials or signature indicate only that the Teacher has read the Evaluation Report.

27.06 At the request of either party, a meeting shall be held to discuss the evaluation. At such a meeting, the Teacher is entitled to be accompanied by a representative of the Bargaining Unit.

27.07 An Evaluation Report, which states that the Teacher's performance is unsatisfactory, shall outline the reasons and specific recommendations for improvements necessary to achieve the satisfactory performance. Under such circumstances, a subsequent evaluation shall be made on these specific

recommendations after a reasonable time for improvement. Reasonable time means not less than one month. Such evaluation is subject to all the foregoing procedures.

- 27.08 If the subsequent Evaluation Report states that the Teacher's performance is still unsatisfactory, the Teacher shall, upon request, have the right to an evaluation by another evaluator who shall be determined by the Board. Such evaluation is subject to all the foregoing procedures.
- 27.09 When a Teacher whose performance has been evaluated according to these procedures has not achieved satisfactory performance after a reasonable time, the Superintendent may recommend termination of contract to the Board. Notice of termination shall be by registered letter, with a copy to the Bargaining Unit.
- 27.10 Notwithstanding the provisions herein, the Board shall retain the right provided in legislation to terminate the employment of a probationary Teacher.
- 27.11 Probationary Teachers shall be subject to the same criteria and procedures as permanent Teachers.

Evaluation of Job Performance for Professional Development

- 27.12 The Board shall develop, in consultation with the Bargaining Unit, criteria and procedures for the purpose of evaluating Teacher performance with a view to improving the quality of instruction in the system.
- 27.13 The implementation of any procedure under this Article shall be entirely separate from procedures for the evaluation of job performance for competence and contract maintenance.

Teacher Files

- 27.14 A Teacher shall have access to examine the Teacher's **Human Resources** and evaluation files upon prior arrangement with the Human Resources Department.
- 27.15 Upon request a Teacher shall receive a copy of any material contained in such files.
- 27.16 The Teacher shall have the right to contest in writing the accuracy of such information and have the same recorded in the Teacher's file.
- 27.17 Upon written request of the Teacher, a written warning or other disciplinary action may be removed from the Teacher's Human Resources file after eighteen (18) months providing the personnel record has been free of any written warning or other disciplinary action during the intervening period. Such request shall be submitted in writing to the Manager, Employee Relations.

Just Cause

- 27.18 The Board shall not discipline, without just cause, a Teacher by means of:
 - (a) a written reprimand,
 - (b) demotion from a position of added responsibility,
 - (c) suspension with or without pay,
 - (d) termination of contract.

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

- 27.19 It is understood that formal disciplinary action under Article 27.18 (b) (c) (d) shall be taken by the Board through an appropriate Supervisory Officer of the Board.
- 27.20 A Teacher shall be accompanied by a representative of the Bargaining Unit at any meeting, which may lead to discipline, that may be called by Management to which the Teacher is invited. The representative of the Bargaining Unit may represent the Teacher subject to the Teacher's approval.

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

ARTICLE 28 - CONTINUING EDUCATION

The Board shall maintain separate seniority lists for Evening School staff, Regular Summer School staff and Section 23 Summer Program staff. Lists shall be sent electronically to OSSTF District 21.

In the event a Continuing Education teacher elects not to submit a Continuing Education application for a period of two (2) successive years, his/her name will be removed from the seniority list. A teacher whose name is removed and who is subsequently rehired into the program in accordance with this article shall accumulate credits for the purposes of seniority from the date of rehire.

Summer School and Evening School Staff

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

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

Certified Teacher

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

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

Job Opportunity Notice

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

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

28.06 Appointment to Summer and Evening School Staffs
When hiring Teachers to teach credit courses in the Section 23 Summer School, Regular Summer School or the Evening School Programs the Board shall give preference to application for employment, in the following order:

- (a) to members of the Bargaining Unit having rights of recall under the terms of Article 19.
- (b) to members of the Bargaining Unit in accordance with seniority, provided the member has the qualifications to perform the duties.
- (c) to other members of the Bargaining Unit.
- (d) to other Teachers.

28.07 All Summer and Evening School Teachers shall be employed on contracts stating as a minimum: duration of contract; rate of pay and hours of work.

28.08

Rates of Pay – Continuing Education Hourly Rates

September 1, 2008 \$38.11

September 1, 2009	\$39.25
September 1, 2010	\$40.43
September 1, 2011	\$41.64

(Hourly rate inclusive of Holiday and Vacation Pay) Courses may be cancelled due to insufficient enrolment.

Continuing Education - Fees and Levy Deduction

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

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

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

28.12 In addition to Article 28, the other Articles of the Collective Agreement which apply to Continuing Education Teachers shall be:

Article 1 -	Recognition
Article 2 -	Purpose
Article 3 -	Duration, Renewal and Continuance
Article 4 -	Management Rights
Article 5 -	Union Dues Check-off
Article 8 -	Pregnancy/Parental
Article 29 -	Grievance Procedure

ARTICLE 29 - GRIEVANCE PROCEDURE

29.01 Definitions

(a) "Grievance" shall mean a difference arising from the interpretation, application, administration or alleged violation of the agreement.

(b) "Party" shall be defined as -

(i) The Bargaining Unit

(ii) The Board

(c) "Day" shall be deemed to exclude Saturdays, Sundays, Statutory Holidays, Christmas Break, the Mid-Winter Break, and Summer Holidays.

(d) Notwithstanding the above, a grievor may elect to commence or proceed with a grievance during the summer holiday by giving written notice to the respondent party to that effect, prior to June 30. Such grievance meeting will be limited to either during the first two (2) weeks of July or the last two (2) weeks of August, unless otherwise agreed to by both parties.

(e) "Grievor" shall mean -

(i) an individual employee, or

(ii) a group of employees having the same grievance, or

(iii) the Bargaining Unit acting on its own behalf

(iv) the Bargaining Unit acting on behalf of a deceased or retired member.

(v) the Board acting on its behalf.

29.02 Grievance Procedure

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

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

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

29.05 Notwithstanding Article 29.04 above, time restrictions may be extended if mutually agreed to in writing.

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

29.07 (i) If the immediate supervisor does not settle the matter to the grievor's satisfaction within five (5) days, the grievor's written grievance shall be processed commencing at Step 1 of the Formal Grievance Procedure or the grievor may proceed to Article 29.07(ii)

(ii) If the Federation and the Manager of Employee Relations deem it appropriate, an informal meeting with the Manager of Employee Relations may be held within five (5) days of the decision being communicated to the grievor by the Supervisor. The informal meeting will be held in order to determine if the complaint can be solved informally. The normal grievance timelines under Article 29.08 shall be suspended during this process. If the matter cannot be solved at the informal stage or this matter is not settled to the satisfaction of the grievor then the grievance may proceed to Step 1 of the formal grievance procedure.

29.08 **Formal Stage**
Step One (1)
If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Superintendent of Staffing-Secondary or designate. A meeting will be held between the Superintendent, the grievor and a representative of the Bargaining Unit within ten (10) days of the presentation of the grievance to the Superintendent. The Superintendent shall give the grievor a reply within five (5) days. If the Superintendent's reply is not satisfactory to the grievor, the grievor may proceed to Step 2 within five (5) days of receipt of such answer.

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

29.10 **Step Two (2)**
At this step the written grievance shall be referred to the Director of Education or the Director's designate within the aforesaid five (5) days of receipt of the written decision at Step One, but not thereafter. A meeting shall be held within five (5) days between the Director of Education or designate and the representative of the Bargaining Unit together with the grievor. The Director or designate shall respond to the grievance within five (5) days of such meeting. If the written reply is not satisfactory to the representative for the Bargaining Unit and the grievor, then the next step of the grievance procedure must be taken within twenty (20) days of the receipt of the written decision, but not thereafter.

29.11 **Step Three (3)**
If the reply of the Board is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

29.12 **Grievance Mediation**

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

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

29.14 **Arbitration**
The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Labour Relations Board upon the request of either party.

29.15 The Board of Arbitration or the single arbitrator shall not be authorized to add, delete, modify or otherwise amend the provisions of this Agreement, nor make any decision inconsistent with the provisions of this Agreement, nor adjudicate any matter not specifically assigned to it by the notice to arbitration in Step No. 3 of Article 29.11. It is understood and agreed that in adjudicating a discharge or discipline grievance, an Arbitration Board may substitute such other penalty for the discharge or discipline as the Arbitration Board deems just and reasonable.

29.16 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

29.17(a) A Teacher whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Teacher had been at work and such attendance shall be without loss of benefits, sick leave, seniority or any other rights and benefits that might otherwise accrue to the Teacher. The Teacher shall not be paid for any day that does not fall within the Teacher's regular work period.

(b) A Teacher who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.

29.18 There shall be no discrimination against a Teacher because of the Teacher's participation in the grievance and arbitration procedure.

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

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

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

Unit, as the case may be, in writing by the grievor within twenty (20) days from the time the circumstances upon which the problem is based were known or should have been known. A meeting between the Board and the Bargaining Unit shall be held within ten (10) days of the presentation of the written grievance and shall take place within the framework of Articles 29.08 - 29.11 above. The Board or the Bargaining Unit, as the case may be, shall give its written decision within ten (10) days of such meeting.

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

ARTICLE 30 - PROBATIONARY PERIOD

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

ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY

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

31.02 The Board and the Bargaining Unit agree that the Guidelines for the Structure and Function of the School Joint Health and Safety Committee shall be attached to the Collective Agreement for information. Such Guidelines are subject to mutual agreement between the parties to this Agreement.

ARTICLE 32 – ADMINISTRATION OF MEDICINE

32.01 Except in a medical emergency, the Board shall not require any Teacher to administer medication, perform any medical/physical procedures or examine students for communicable conditions or diseases. No Teacher shall be liable if the Teacher volunteers to assist the Principal/Vice-Principal in a medical emergency.

ARTICLE 33 - ADDED RESPONSIBILITY

33.01 Effective date of ratification, all new Department Head and Assistant Department Head positions are for a three-year term. An incumbent may re-apply for a position of responsibility at the end of a three-year term. Any leave taken during the term of the position will be considered as part of the term of the position. An incumbent that re-applies for a position of responsibility and is not re-appointed to the position will, upon written request, be provided with the reasons, in writing, for not being re-appointed to the position. At the time of ratification, all existing Heads and Assistant Heads shall be grandfathered in their position of responsibility until June 30, 2015.

APPENDIX "D"

FORMER WENTWORTH COUNTY ARTICLES:

ARTICLE XVII – SICK LEAVE CREDIT GRATUITY ON RETIREMENT

17.01 Eligibility of a Teacher for sick leave credit gratuity on retirement shall be determined on the following basis:

- (a) A Teacher retiring from the teaching profession must be eligible for a pension under the terms of the Teachers' Pension Act, have reached the age of fifty-five (55) or achieved the 90 factor and must have acquired ten (10) years of approved teaching experience within schools in the jurisdiction of The Wentworth County Board of Education, before becoming entitled to a Sick Leave Credit Gratuity on Retirement,
or
- (b) A Teacher must retire from the profession by reason of ill health and must have served ten (10) complete years of service as defined in Article 17.01 (a) to be eligible. Retirement for ill health is defined as retirement caused by some permanent disability which prevents the Teacher from being employed as a Teacher and is identical to the meaning ascribed in the Teachers' Pension Act.

FORMER HAMILTON BOARD ARTICLES:

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

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

LETTERS OF AGREEMENT

(1) RE: Allowance Structure

Effective September 1, 2008, the following allowance structure will be paid to Teachers:

	Sep-08	Sep-09	Sep-10	Sep-11
Department Head Allowance (calculated)	2,890	2,977	3,066	3,158
Assistant Department Head	525	541	557	574
Consultant	6,318	6,508	6,703	6,904
System Secondary Alternative Education Program Leader	4,814	4,959	5,107	5,261
Librarian – Certified, with a full timetable and operating a full program as specified by the Superintendent (same as Dept. Head)				
Special Assignment Teacher	1,461	1,504	1,549	1,596
Extra University Degree (providing the degree is at the Master's level or higher and not used category placement). For new allowances, payment will be made first of the month following registration with the Board).	1,142	1,177	1,212	1,248

2nd Degree Allowance – No new allowances to be paid. Those Teachers currently receiving the allowance will maintain the allowance

Diplomas (ARCT, ACTM, AOCA, CGA, CA, or CMA)	465	478	493	508
Computer Liaison Teachers	819	843	869	895
Section 23 Teachers –				
Elementary Certificate in Special Education	325	335	345	356
Intermediate Certificate in Special Education	649	668	688	709
Specialist Certificate in Special Education	975	1,005	1,035	1,066

The allowance shall only be paid for the highest certificate held by the Teacher, and the certification has not be used for category placement.

Senior Teacher, Detention Centre	4,392	4,524	4,659	4,799
Vocational schools				
For teachers hired prior to September 1, 1977			928	per annum
For those Teachers hired after August 31, 1977:				
Elementary Certificate in Special Education	325	335	345	356
Intermediate Certificate in Special Education	649	668	688	709
Specialist Certificate in Special Education	975	1,005	1,035	1,066
The allowance shall only be paid for the highest certificate held by the Teacher and the certification has not been used for category placement				

LETTERS OF AGREEMENT

#2 RE: Non-Credit Transitional Courses

The hourly rate of pay for non-credit transitional courses will be:

July 1, 2008	\$35.65
July 1, 2009	\$36.72
July 1, 2010	\$37.82
July 1, 2011	\$38.96
July 1, 2012	\$40.12

(Hourly rate inclusive of Holiday and Vacation pay). Courses may be cancelled due to insufficient enrolment.

#3 RE: The Board and the Union agree to meet on a future date, to be determined, to discuss new payment options in Article 12.

#4 RE: Report Cards

Two representatives of OSSTF and two representatives of the Board shall meet by May 1, 2009 to discuss report cards.

#5 Accommodating Employees

The Employer and the Union, in recognition of their roles and legal obligations, agree to cooperatively develop work plans for each member requiring an accommodation. Such cooperative efforts shall involve an Employer representative, a Union representative and the member requiring work accommodation. Where a member refuses representation from their Union, the Board will advise the Union that the member has declined Union representation.

#6 Article 19 - Surplus and Redundant Teachers - Reopener

The parties do herein agree to meet and review article 19.01 as set out in the 2008-2012 collective agreement two (2) years from the date of signing. This review will be based upon factual evidence from the previous two (2) years.

Dated at Hamilton this _____ day of April 2009.

ON BEHALF OF THE BOARD

ON BEHALF OF OSSTF DISTRICT 21
