COLLECTIVE AGREEMENT

between

THE BRANT COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD

(hereinafter called "THE BOARD")

and

THE TEACHERS EMPLOYED BY THE BOARD

(hereinafter called "THE TEACHERS")

The members of the:

ONTARIO TEACHERS' FEDERATION AFFILIATES

(Secondary Branch Affiliate, Brant Unit, O.E.C.T.A.)



SEPTEMBER 1st, 1993 - AUGUST 31st, 1996

D'EMPLOYÉS	No. OF EMPLOYEES	TERM.	EFF.	SOURCE
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Article RECOGNITION AND MANAGEMENT RIGHTS

- 1.01 The Board will recognize the local negotiating committee of the Brant Unit Secondary Affiliate of O.E.C.T.A. (Ontario English Catholic Teachers' Association) as the sole negotiating agent for all secondary teachers in the employ of the Board. The terms of the agreement shall apply only and to all secondary teachers on permanent and probationary contracts.
- 1.02 The Board reserves unto itself all management rights and shall exercise these rights in a manner consistent with this Agreement, subject to the Education Act, RSO, 1990, c. E2 and regulations thereto, and the School B o d s and Teachers Collective Negotiations Act, RSO, 1990, c. S2.

1.03 WORKING DAY

For the purpose of this Agreement, working day shall be defined as a school day, Professional Activity Day or examination day as indicated in the Boards' annual school year calendar.

1.04 LENGTH OF A SCHOOL YEAR

The length of a school year shall not exceed one hundred and ninety-four (194) working days subject to any legislation or regulation to the contrary.

Article 2: DURATION

This Agreement shall have effect from September 1st, 1993 and continue in force until August 31st, 1996.

Article 3: PERSONNEL

3.01 Principals

Each Secondary School shall have, for the purpose of administrative duties, one (1) full-time principal.

3.02 VICE PRINCIPALS

- (a) Each Secondary School shall have, for the purpose of administrative duties, one (1) full-time vice principal. The second vice principal will be added where enrolment is at least nine hundred (900) students and where it is projected to remain at that or higher.
- **(b)** Students transferred for technological programs will not be counted in arriving at the nine hundred (900) **figure.**
- (c) Where it is necessary to reduce the number of vice principals in a secondary school, this reduction will be done on a seniority basis as a vice principal. The most junior (i.e. least seniority) of the vice principals will be returned to their previous position. Any one promoted to fill the vacancy caused by the promotion to vice principal will revert to his/her previously held status and the process of downward transfer may result in a teacher being declared redundant.
- (d) Each vice principal is required to teach one'(1) section per school year.

3.03 Organizational Structure - SECONDARY SCHOOLS

(a) With the exception of Technological Studies, departments shall be formed at each school for the following subject areas with a department head assigned to each

Art Mathematics Business Education Modern Languages Co-operative **Education** Music English Physical Education - Male Family Studies Physical Education - Female Religious Studies Geography Science Guidance History Special Education Library **Technological Studies**

- (b) A minor head shall be appointed when a deprement has twenty (20) or fewer sections.
- (c) A major head shall be appointed when a department has more than twenty (20) sections.
- (d) An assistant head shall be appointed when a department has thirty (30) or more sections.
- (e) A minor head shall teach three (3) classes each semester unless there are ten (10) ore more sections in the department, in which case the minor head shall teach three (3) classes one semester and two (2) the other semester.
- (f) A major head shall teach three (3) classes one semester and two (2) classes the other semester.
- (g) An assistant head shall teach three (3) classes each semester.

(h) RECLASSIFICATION OF A POSITION OF RESPONSIBILITY

- (i) If a person in a position of responsibility is reclassified to a lower position because of a decrease in the number of sections, then the individual will maintain the present position for one year. If, at the end of that time, the number of sections remain below the required level, then the individual will revert to the lower position of responsibility.
- (ii) The only exception to this will be when **a** new school **is** opened. In that case, reclassification will take place immediately and there will not be a years waiting period.
- (i) Final classification of departments shall be based on classes as of October 15th for each year.

3.04 PUPIL-TEACHER RATIOS

(a) There shall be one full-time guidance counsellor for every three hundred (300)students.

(b) LIBRARY

- (i) Each secondary school shall have the equivalent of a full-time teacher librarian.
- (ii) The library shall be timetabled for three-quarters (3/4) of a full school day by a teacher.
- (iii) Each secondary school library have one (1) full-time resource technician assigned full-time to the library.
- (iv) Schools with **an** enrolment over one thousand two hundred (1200) students **shall** have **an** additional full-time resource technician.
- (c) There shall be a minimum of one (1) campus ministry position at each school.

3.05 PART-TIME **TEACHERS**

Part-time teachers shall receive salaries, benefits, allowances, preparation time, and supervision time on a prorated basis.

3.06 SENIORITY

- (a) Seniority shall, for the purpose of this agreement, in establishing priority amongst teachers who are on contract, mean continuous employment with the Board since the most recent date of hiring.
- (b) For the purpose of this Article, "continuous employment" shall include exchange teaching, secondment loan to Department of National Defence, Federation Leaves, employment with private Catholic Boards for which the Board has assumed jurisdiction and any and all leaves taken with the Board, including leaves for lengthy illness.

(c) SENIORITY LIST

(i) Each teacher under contract with the Board shall be placed on a seniority list.

- (ii) The seniority list shall provide in decreasing order of seniority, the names of the teachers, the date of commencement of employment and the total seniority calculated in accordance with Article 3.06 (c) (iii).
- (iii) The seniority list shall be established according to the following order:
 - (1) total years of continuous teaching experience with the Board
 - (2) total years of teaching experience in Ontario
 - (3) total years of teaching experience
 - (4) by lot drawn in the presence of the President of the Branch Affiliate or designate.
- (iv) The seniority list shall be updated each year **as** of September 30th and a revised copy thereof provided to the Branch Affiliate **as** of October 30th.
- (v) Part-time teachers shall not be prorated for purposes of the seniority list.
- (vi) Notwithstanding the seniority clause contained in this agreement, teachers in the employ of the local secondary public Boards of education made redundant by the completion of the separate school system and hired by the Board shall have years of service with the Board of Education deemed to be years of service with the Board for the purpose of calculating seniority.

3.07 STAFF REDUCTION

(a) This article is subject to the rights of teachers under the Education Act referring to a Board of Reference. Any matter referred to a Board of Reference under that Act will not be subject to arbitration or other grievance procedure under this Agreement.

- **(b)** Where reduction of teaching staff is necessary for any reason, reductions shall be made **on** the following basis **and** in the following order:
 - (i) normal attrition
 - (ii) teachers under contract with the Board according to the seniority list as defined in Article 3.06 (c) (iii).

(c) NOTICE OF REDUNDANCY

- (i) A teacher **shall** receive preliminary **notice** by **May**1st that he/she **may** be declared redundant to the requirements of the **system** for the following school year.
- (ii) A teacher shall receive notice in writing on May 31st that he/she is declared redundant to the requirements of the system for the following school year.
- (iii) A teacher who has been declared redundant will continue to accrue seniority until September 30th of the third school year following notice in clause 3.07 (c) (ii) above. For greater clarity, a teacher declared redundant by May 31st, 1995 will accrue his/her seniority until September 30th, 1997. A teacher who has not been recalled by this date will lose all his/her seniority and all rights of r e d.

3.08 RECALL PROCEDURE

(a) When making new appointments to the staff, the Board shall first offer these positions to those who were released because of staff reduction. Such offer shall be made to the redundant teacher who has the greatest seniority and is either qualified to teach at least two-thirds (2/3) of the available timetable or who commits to becoming so qualified by the first day of the period for which the teacher is being recalled.

- (b) If a teacher who is already so qualified refuses t tion offered, it shall be offered to the teacher was the next greatest seniority who is either qualified to teach at least two-thirds (2/3) of the available timetable or who commits to becoming so qualified by the first day of the period for which the teacher is being recalled.
- (c) A teacher who is qualified to teach at least two-thirds (2/3) of the available timetable who refuses the position offered, loses all rights of recall.
- (d) A senior teacher who is not qualified to teach two-thirds (2/8) of the available timetable at the time of the recall and who commits to becoming so qualified will have until the first day of the following school year to become so qualified, if he/she so requests. A teacher who makes such a commitment and who does not become duly qualified, shall lose all rights of recall, unless the failure to become so qualified was for reasons beyond the control of the teacher.
- (e) A teacher who signs a probationary contract with another Board shall forfeit all rights of recall with the Board.

(f) RELEASE OF REDUNDANT PROBATIONARY CONTRACT TEACHERS

- (i) Teachers on probationary contract released due to redundancy shall receive a letter stating this as the reason for the release.
- (ii) The issuance of such a letter shall in no way limit the rights of the Board in regard to probationary teachers **as** provided in the laws and regulations pertaining to education in the Province of Ontario.
- (g) Notwithstanding the above provisions the Board shall make available a total of nine (9) positions on its elementary and secondary teaching staff to members of Roman Catholic Religious Communities. The allocation of these positions between its elementary staff and its

secondary staff shall be at the sole discretion of the Board, Upon retirement of a member or when such member is transferred within the Religious Community by Provincial Council, such member may be replaced within ninety (90) days, but no later than the beginning of the following school year, by a member of a Roman Catholic Religious Community, provided that the member is qualified 'tobe assigned teaching responsibilities under the Board.

(h) In the event that it becomes necessary for the Board to reduce staff, it shall be in accordance with Articles 3.06 and 3.07 (c) (iii).

3.09 TERM APPOINTMENTS

- (a) Teachers from within the system appointed to a position of responsibility for **a** specified term shall be returned to a position equal to that which they held before their appointment when the specified term is completed subject to their correct placement on the seniority list and provided that such a position **exists**.
- (b) Teachers from outside the system appointed to a position of responsibility for a specified term shall be offered a classroom teaching position when the specified term is completed subject to their correct placement on the seniority list.

3.10 COMPLETION

For teachers hired for and after September 1st, 1987, as a result of completion, service with the Brant County Board of Education shall be considered to have continuous service with the Brant County Roman Catholic Separate School Board for the purposes of salary, seniority and sick-leave credits.

3.11 Personnel Files

(a) A teacher shall have access during normal business hours to the teacher's personnel file, provided it does

not interfere with the teacher's duties, upon request and two (2) days notice. A teacher shall **also** have access to his/her personal in-school data file. The teacher **shall** receive a copy of any material placed in his/her file which he/she has not previously been given by the Board.

- (b) An appropriate Board official shall be present when a teacher reviews the files and the teacher may be accompanied by a representative of O.E.C.T.A. provided that the attendance of the representative does not interfere with the duties of the representative with the Board.
- (c) If a teacher disputes the contents of the file, the file teacher can request in writing the removal of the specified material. In the event that the Board refuses to remove the said material, the teacher may file a grievance under the procedures outlined in this Agreement.
- (d) Teachers shall have the option to request the Director of Education or the Director's designate to remove any material in their personnel files relating to their performance in a teaching capacity which is five (5) years or more old. The Board reserves the right to retain such information in the personnel files as may reasonably be required to comply with the requirements of the Income Tax Act, the Education Act, and any other applicable federal or provincial legislation.

3.12 ACCESS TO INFORMATION ON TEACHERS

Information regarding all teachers' salaries and classifications will be available at the Board office to the Negotiating Committee of the Affiliate. A review of all teachers' salary classifications will be conducted within sixty (60) calendar days of the effective date of the Agreement or the date of execution of the Agreement, whichever is later. The review is to be conducted by the Superintendent of Business and Treasurer of the Board or designate, and the designate of the Teachers' Negotiating Committee. Ratification of this

Agreement by the teachers and execution of this Agreement on their behalf shall constitute a consent on the part of each individual teacher to the release of such salaries, classifications, and cost of premiums for benefits pursuant to Article 6 for the purpose of such review.

3.13 Relief Time for Teacher Negotiating Committee

Upon request to the Director of Education, the members of the Teacher Negotiating Committee, as a unit and not individually, shall be allowed up to a maximum total of three (3) days per year relief time for negotiating purposes, such relief time to be taken only during the negotiating period prior to the execution of the collective agreement between the Teachers and the Board. Relief time shall be without loss of pay or accumulated sick-leave credits by the person or persons using such relief time.

3.14 Transfers

(a) TEACHER REQUESTED TRANSFERS

- (i) Teachers who wish to be transferred from one school to another should request the transfer by April 14th.
- (ii) **An** attempt will be made **to** accommodate a teacher's request for transfer based on program needs.
- (iii) Teachers applying for transfers shall be rectified by June 8th of the Board's decision. A teacher who requests an interview to discuss a transfer shall be granted one before June 16th.

(b) BOARD INITIATED TRANSFERS

In the case of a Board initiated transfer the teacher to be transferred will be informed by May 20th of that year.

(c) TRANSFERS AFTER THE START UP THE SCHOOL YEAR

Where enrolment changes **make** it necessary to teachers after the **start** of the school year, the will be **allowed two (2) working days to** prepare themselves for the new assignment.

(d) POSITION OF RESPONSIBILITY

Positions of responsibility which become available because of growth or because of **a** position of responsibility becoming vacant will be advertised. Teachers who hold **a similar** position at another school may apply for a transfer and the Board reserves the right to transfer teachers who hold a similar position in another school in order to fill the vacancy.

(e) Teachers transferring between elementary and secondary panels shall maintain their years of experience and seniority.

3.15 JOB VACANCIES

(a) The Board shall post positions of responsibility for a period of five (5) working days at the Board Office and in the schools. The Board shall not post in the schools during school vacation periods. A copy of the position shall be sent to the Affiliate President and the Unit President. The posting shall precede any public advertisement.

(b) QUALIFICATIONS

- (i) Candidates for principal and vice principal positions shall have a minimum of seven (7) years teaching experience and principal's certificate, Parts 1 and 2.
- (ii) Candidates for department heads and consultants shall have a specialist qualification in the appropriate subject area and a minimum of five (6) years teaching experience.

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- (iii) Candidates for assistant head shall have **a** minimum of four (4) years teaching.
- (iv) Candidates **who** can become **qalified** prior to the start of the assignment shall be considered.
- (v) If no qualified candidate is available the Board may appoint a candidate with lesser qualification for a one year term.

3.16 HALF-TIME TO FULL-TIME

In the event of a full-time vacancy which the Board intends to fill and in the event there are no teachers on layoff at that time who are eligible for recall according to the terms of this Collective Agreement, the Board will consider the application of part-time teachers for said full-time vacancy prior to considering the application from external sources. Nothing herein requires the Board to fill the full-time vacancy with an existing part-time teacher.

Article 4: SALARY SCALE PLACEMENT

4.01 Q.E.C.O. RATING

- (a) Placement on the salary scale shall be according to the Qualifications Evaluation Council of Ontario (Q.E.C.O.), Programme III.
- (b) If no Q.E.C.O. rating is received from a teacher new to staff by the Director of Education or his/her designate, by September 1st or date of commencement of employment, whichever is later, the teacher shall be placed in teaching category A0 without a degree or teaching category A1 with a B.A. or equivalent degree. If a statement of evaluation is received by March 31st or four (4) months from the date of commencement of employment, whichever is later, payment shall be retroactive to date of commencement.

4.02 WORK EXPERIENCE

- (a) All teaching experience in elementary and secondary schools shall be recognized up to the maximum paid by the Board according to the salary schedule,
- (b) All teaching experience, subsequent to obtaining a teaching certificate for which the Ministry of Education issues a Letter of Standing or a Letter of Eligibility shall be recognized.
- (c) All partial years of teaching experience shall be recognized to the nearest 1/2 of a full year as of September 1st of each year for salary purposes. (If the time is over 2-1/2 months, it shall be recognized as 1/2 year and if it is over 7-1/2 months, it shall be recognized as a full year).
- (d) All teaching experience on a long term occasional contract shall be recognized in accordance with Article 4.02
 (e). Long Term Occasional Contract shall mean a contract of teaching employment with the Board for a period in excess of fifteen consecutive days of teaching in the same class effective September, 1990.
- (e) Recognition shall be granted for work experience where such work experience is deemed to be directly related to the **teaching** assignment or to enhance the potential of the teacher in the performance of his/her teaching duties.
- (f) Related experience shall be credited on the basis of one (1) year (ten (10) months) teaching experience on the salary grid for three (3) years of full-time employment, to a maximum of three (3) increments, no partial increments being allowed.
- (g) Requests for recognition shall be considered when the teacher begins employment with the Board or when the teacher starts a new assignment. In each case, an application must be submitted no later than sixty (60) school days after the start of the new assignment to the

- Superintendent of Personnel. A response shall be made by the Board within ten (10) school days.
- **(h)** Particular work experience **may** be considered only once in support **cf** an application for recognition.
- (i) Work related experience shall not entitle the teacher to pierce the maximum of the *salary* category.
- (j) Application for recognition, with supporting documents, shall be submitted in writing to the Supervisory Officer in charge of Personnel.

4.03 APPLICATION

- (a) Except as otherwise specifically provided for in the terms of this Agreement, the annual salary of each teacher shall be determined in accordance with Article 10.
- (b) A teacher who has met all the conditions for higher certification shall be entitled to retroactive pay as of September 1st providing the teacher submits to the Board the Q.E.C.O. Statement of Evaluation and/or a letter confirming the processing of the Q.E.C.O. evaluation by 4:30 p.m. on December 31st for courses completed before September 1stof that calendar year.
- (c) A teacher who has met all the conditions for higher certification for courses completed between September 1st and December 31st of the previous calendar year, shall be entitled to retroactive pay as of January 1st providing the teacher submits to the Board the Q.E.C.O. Statement of Evaluation and/or a letter confirming the processing of the Q.E.C.O. evaluation by 4:30 p.m. on June 30th.
- (d) It shall be the prerogative of the Board to withhold for one (1) year any salary increment of a teacher whose work is inadequate as assessed by the Director of Education and/or Superintendent of Education, after

consultation with the principal, provided that the teacher:

- (i) has been given adequate notice in writingby February 28th that the Board is withholding the salary increment;
- (ii) is instructed how to improve his/her performance.(Re-evaluation shall take place no less than two (2) weeks thereafter.)
- (iii) that the teacher's accumulation of service for salary purposes is reactivated if satisfactory improvement is made. Such reinstatement is to be granted in September only. Failing satisfactory improvement, the teacher shall be dismissed in accordance with the terms of his/her contract. Retention of the teacher on staff shall be taken as evidence that the teacher has satisfactorily improved.

Article 5: TRAVEL ALLOWANCE

- For the purpose of this paragraph, "home location" shall mean the first school at which an itinerant teacher conducts classes in the morning of the school day. An itinerant teacher shall be paid mileage between his/her home location and each place to which the teacher must travel to conduct his/her duties, but shall not be paid return mileage, unless return to home location is necessary for completion of his/her duties. An itinerant teacher may claim mileage to and from the Board Office, if his/her attendance at noon is requested by the Board.
- Itinerant teachers shall be paid mileage monthly. These bills are to be submitted by the 15th of the following month.
- Travel allowance shall be paid at the rate of \$0.29 per kilometre to teachers claiming mileage on vouchered invoices. Travel allowance of not less than \$15.00 per month (ten (10))

month basis) shall be paid to itinerant teachers claiming mileage.

Article 6: BENEFITS

Teachers should read the Benefits Handbook to check out restrictions **on** some benefits. It is the responsibility of each teacher **to** make themselves familiar with the provisions included in the Benefit **Handbook**.

- 6.01 The Board shall contribute one hundred (100) percent of the premiums for the following:
 - (a) Extended Health Care Plan
 - (i) Eye glass coverage to two hundred (200) dollars per two (2) years per family member.
 - (ii) semi-private coverage.
 - **(b)** Group Life Insurance Plan, three (3) times *salary* up to a maximum of three hundred thousand dollars (\$300,000).
 - (c) Dental Plans:
 - (i) Preventative
 - (ii) Denture
 - (iii) Orthodontic (lifetime coverage of two thousand five hundred (2,600) dollars.)

6.02 Long TERM DISABILITY PLAN

(a) In addition to the Benefit Plans, the Board will maintain and make available to the teachers a Long Term Disability Plan of insurance (the "LTD Plan"). The LTD Plan will pay to a qualified teacher a maximum amount equivalent to approximately seventy (70) percent of that teacher's salary at the time of disability (as defined in the LTD Plan), inclusive of all contributions to the Teachers' pension plan.

- (b) Effective September 1st, 1994 the teachers will contribute one hundred (100) percent of the premium for the LTD Plan.
- **1.03 The** Board shall continue to contribute the current premiums for the employee benefits as per Article **6.01** while an employee is absent on a statutory Parenting Leave under the terms of the Employment Standards Act.
- 6.04 Upon the death of a teacher, his/her dependents' health and dental insurance is extended without premium payment, for Extended Health and Dental under the terms of the policy.
- 6.05 Teachers on long term disability shall continue to receive their benefits as long as they remain on the Long Term Disability.

Article 7: LEAVE PLANS

7.01 CUMULATIVE STCK-LEAVE

- (a) The **Board** shall, on September 1st of **each** year, credit each teacher with twenty **(20)** days sick leave.
- (b) In calculating the number of sick leave credits for a teacher in any year, the Board shall first deduct credits from the twenty (20) days referred to in Article 7.01 (a) and then from any sick leave accumulated from previous years.
- (c) On June 30th of each year, the number of unused sick leave credits referred to in Article 7.01 (a) shall be added to the accumulated sick leave credits, provided that the accumulation shall not exceed two hundred and twenty-five (225) days.

7.02 GRATUITY PLAN

All gratuity buyout will terminate December 31st, 2000.

7.03 PARENTING LEAVE

- (a) Parenting leave shall mean maternity/pregnancy/ adoption leaves and parental leaves as defined by the Employment Standards Act. A teacher on statutory parenting leave as provided in the Employment Standards Act shall not lose any service on the salary grid during that period. This provision does not apply to an extended leave pursuant to Article 7.03 (c) of this Agreement.
- (b) Notification of intention to request a leave of absence should be given two (2) weeks before the intended leave to give the Board ample time to obtain a replacement.
- (c) The leave may be extended up to two (2) years at the request of the teacher.
- (d) Probationary and permanent contract teachers are eligible for Maternity Leave.
- (e) The Board shall continue to pay its share of benefits up to the maximum of the statutory leave(s) plus any time period which carries the leave to the end of a term or semester.
- (f) In the case of adoption of a child, advance notification of at least sixty (60) days shall be given to the Board of the intent to adopt with the understanding that it may be necessary for the teacher to commence leave immediately when the child becomes available. This leave may be extended up to two (2) years at the request of the teacher.

7.04 TEACHER FUNDED LEAVE

- (a) All teachers who have a least three (3) years seniority with the Board are eligible to apply to participate in the Plan.
- (b) A teacher must **make** a written request **to** the Director, prior **to January 31st** to participate in the **Plan**, commencing September of that year.

- (c) A maximum of five (5) teachers are eligible to ju Plan, in any one (1) year.
- (d) Should the number of applicants in any one (1) year exceed five (5) teachers, selection shall be made using the criteria that are contained in the collective agreement for reduction of teaching staff. Unsuccessful applicants shall be given priority in the following year, if they reapply.

(e) SALARYPAYMENT SCHEDULE

(i) During any four (4) years (or semesters) of the **Plan**, the teacher shall receive eighty (80) percent of his/her annual salary. The remaining twenty (20) percent of salary shall be held in trust by the Board for the teacher in a mutually agreed-upon type of account. The twenty (20) percent of salary for each of the four years (or semesters), plus all accrued interest, shall be paid to the teacher in the leave year (or semester) of the **Plan**.

OR

- (ii) any other mutually agreeable arrangement.
- Payments shall be made on the regular schedule—twenty-six (26) pays annually, or in two lump sum payments—forty (40) percent in September and sixty (60) percent in January, The method of payment (regular or lump sum payments) shall be by teacher choice for Article 7.04 (e) (i) and by mutual agreement for Article 7.04 (e) (ii).
- (g) The teacher shall be responsible for mairtaining benefit payments during the year's (or semester's) leave through the Board'sbenefit package, subject to continuing eligibility which for greater clarity shall be determined by the appropriate carrier.
- (h) Upon return from the leave, the teacher shall be reinstated in a position at least equivalent to the one which

the teacher held immediately prior to the leave. If due to declining enrolment, or changing enrolment patterns, or at the expiration of a term appointment, said position no longer exists, the teacher placement shall be governed by the appropriate terms of the collective agreement.

- (i) Sick leave credits shall not accumulate during the time spent on leave.
- (j) Superannuation deductions are to be continued at a rate provided by the Teachers' Pension Act.
- (k) A teacher may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave of absence is to begin, Upon withdrawal, any monies accumulated, plus accrued interest, shall be repaid to the teacher within sixty (60) days of notification of his/her desire to leave the plan.

(1) YEAR OF DEFERRAL

- (i) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the leave by one year. If such a deferral is necessary, the teacher shall be notified prior to December 31st of the calendar year in which the leave was to take place. In this instance the teacher may choose to remain in the Plan, and any monies accumulated by the teacher shall be retained urtil the leave of absence, No deductionshall be made during the year of deferral.
- (ii) In the event that the teacher is, for personal reasons, unable to take the leave the teacher may defer **such** leave for one (1) **year.** During the **year** of deferral no **salary** deductions will be made.
- (m) Should a teacher die while participating in the Plan, any monies accumulated, plus the accrued interest, shall be paid to the teacher's estate.

(n) The Board and the Secondary Branch Affiliate, Brant Unit, O.E.C.T.A. assume no responsibility for any consequences arising out of this **Plan** relative to effects on Teachers' superannuation provisions, income tax arrangements, Unemployment Insurance, the Canada Pension Plan, or any other liabilities incurred by a teacher as a result of participation in this Plan. The participating teacher will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may arise out of, or by reason of, deductions made or payments made in accordance with this Teacher Funded Leave provision.

7.05 O.E.C.T.A. PRESIDENT

- (a) Upon written request of the Unit Executive, the Board shall grant a leave of absence from educational duties for the following school year for the President of the local O.E.C.T.A. Unit, according to the terms **specified** below, for the school year(s) in which the teacher serves as President.
- (b) Upon request in writing prior to June 1st, the President shall receive
 - (i) a full-time leave of absence during the following school year in which the teacher will serve as President

OR

- (ii) an alternate leave according to terms mutually agreed on by the Director of Education and O.E.C.T.A.
- (c) All salary and premiums for benefits shall be paid by the Board to the President during the period of leave in a manner consistent with the collective agreement. The local affiliate shall reimburse the Board for one hundred (100) percent of this cost. The parties agree that

the Teachers' UIC rebates, **as** a unit levy, shall **be** directed **to** the Brant Unit O.E.C.T.A. rather than **to** the Teachers individually. **The** Brant Unit O.E.C.T.A. agrees **to** indemnify and save the Board harmless against **any** claim or demand that may **arise** out of this direction of the Teachers' UIC rebate.

- (d) Seniority and experience shall continue during the leave. There shall be no accumulating or loss of sick leave during the leave.
- (e) The teacher shall return to a position previously held within the school system subject to the provisions of transfer and change and term appointments within the collective agreement at the end of the leave, providing the position is still available.

Article 8: FEDERATION FEES

- **8.01** O.E.C.T.A. fees shall be deducted in the following manner: 1/20 of the annual fees from each pay in the following months: September, October, November, December, January, February, March, April, May and June.
- 8.02 Notwithstanding Article 8.01, the number of deductions shall not exceed twenty (20).

Article 9: TEACHER-TRUSTEE RELATIONS

9.01 The Teacher-Trustee Committee shall act as a liaison between the Teachers **and** the Board but **shall** not handle grievance procedures. The **committee** shall meet quarterly.

Article 10: SALARY SCHEDULE

10.01 Teachers shall be paid on a Direct Deposit System on Thursdays on a bi-weekly basis. Payments shall be deposited directly into the teachers' personal account in the financial institutions of their choice. Should a pay day fall on a holiday, payment shall be made on the preceding teaching day.

- 10.02 Each bi-weekly pay shall be 1/26.1 of the annual salary of teacher, except:
 - (a) the pay for the first pay period for a teacher newly employed by the Board shall be based on actual number of days worked by that teacher; and
 - (b) the first pay for a teacher during a pay period when salary grids change for that teacher shall be a blended payment based on the actual number of days worked under the old salary grid and actual number of days worked under the new salary grid.
- 10.03 No-teacher appointed to a position of responsibility shall receive less than the salary (basic salary plus allowance) the teacher was receiving upon appointment. Such teacher shall receive the greater salary until the salary of the new position surpasses that received.
- 10.04 Notwithstanding any other provision of the Collective Agreement, a teacher, other than a teacher who is below the low income cut off as that term is used for Social Contract purposes, shall not receive any increase in compensation for the period beginning June 14th, 1993 to August 31st, 1996 by way of increment in respect to employment during the period June 14th and ending August 31st, 1996. Unless the parties negotiate otherwise, a teacher is not automatically entitled to any increase in compensation after August 31st, 1996 by way of increment in respect of employment during the period beginning June 14th, 1993 and ending August 31st, 1996. For greater clarity category changes shall be recognized in accordance of the provision of the Collective Agreement.

10.05 TEACHERS' GRID
September 1st, 1993 – August 31st, 1996

YEAR EXP.	S A0	A 1	A2	A3	A4
0	\$28,526	\$31,007	\$32,464	\$34,847	\$37,336
1	30,479	33,129	34,758	37,563	40,259
2	32,431	35,251	37,053	40,278	43,182
3	34,383	37,373	39,347	42,994	46,106
4	36,335	39,495	41,642	45,710	49,029
5	38,287	41,616	43,936	48,426	51,953
6	40,239	43,738	46,231	51,142	54,876
7	42,191	45,860	48,525	53,857	57,800
8	44,144	47,982	50,819	56,573	60,723
9	46,096	50,104	53,114	59,289	63,647
10	48,048	52,226	55,408	62,005	66,570

10.06 PRINCIPALS' SALARY

September 1st, 1993 - August 31st, 1996

<u></u>	Years Experience			
Ι	0	1	2	3
	\$82,268	\$83,929	\$85,595	\$87,258

10.07 VICE PRINCIPALS' SALARY

September 1st, 1993 – August 31st, 1996

YEARS EXPERIENCE			
0	1	2	3
\$73,042	\$74,706	\$76,371	\$78,034

(a) Major DepartmentHeads

Major department heads shall receive a basic salary **at** teachers! category plus the following allowance:

September 1st, 1993 - August 31st, 1996 = \$4,747.00

(b) MINOR DEPARTMENT HEADS

Minor department heads shall receive a basic salary at teachers' category plus the following allowance:

September 1st, 1993 - August 31st, 1996 = \$2,971.00

(c) AssistantDepartmentHeads

Assistant department heads shall receive a basic **salary** at teachers' category plus the following allowance:

September 1st, 1993 - August 31st, 1996 = \$1,909.00

(d) Consultants and Co-ordinators

- (i) Consultants and co-ordinators shall be defined as follows: Fully qualified teachers holding designated positions as consultants or co-ordinators who have had special training in the field in which they are working and who have been relieved of teaching duties for program development, for consultation with principals and for giving classroom assistance in programs and techniques.
- (ii) Consultants and co-ordinators shall receive **a** basic salary at teacher's category plus the following **allowance**:

September 1st, 1993 – August 31st, 1996 = \$4,729.00

10.09 **GRADUATEDEGREE**

(a) The allowance for a graduate degree shall be eight hundred and twenty-one dollars and eighty-nine cents (\$821.89).

- **(b)** Any teacher on staff as of September 1st, 1985 who, on that date, holds one or more graduate degrees not used for definition of level, shall receive payment of eight hundred and twenty-one dollars and eighty-nine cents (\$821.89) for each such degree.
- (c) Teachers on staff on January 1st, **1986 who** are not enrolled in a graduate degree programme shall not be eligible to receive an allowance for more than **one** (1) degree.
- (d) Where a graduate degree has been conferred prior to June 30th of any school year for courses completed prior to September 1st of that school year and evidence of the conferral is presented to the Board by the same June 30th, the allowance shall be recognized retroactive to the same September 1st.
- (e) Where a graduate degree has been conferred prior to June 80th of **any** school **year** for courses completed after September 1st and prior to December 31st of that school year and evidence of that conferral is presented to the Board by the same June 30th, the allowance shall be recognized retroactive to the prior January 1st.
- **10.10** All allowances as stated in Article 10 shall be paid on a basis comparable to the amount of time spent in that special area.

Article 11: JUST CAUSE

- 11.01 No teacher on permanent contract shall be disciplined, suspended, demoted or dismissed without just cause.
- **11.02** Disciplinary procedures for all teachers, either written or verbal, shall be conducted in a professional manner.
- 11.03 Notwithstanding the foregoing, it is agreed that termination by the Board of a position of responsibility after a specified term or training period which was stated upon appointment shall not be the subject of a grievance and/or arbitration proceeding.

Article 12: GRIEVANCE PROCEDURE

- 12.01 It is the mutual desire of the Board and the Branch Affiliates that all grievances shall be settled as fairly and as promptly as possible.
- 12.02 The time limits in this Article are mandatory except as noted in Article 12.07 (i).
- 12.03 A grievance shall be defined as **any** difference arising from the interpretation, application, administration and/or alleged violation of this Collective Agreement.
- 12.04 Any teacher who feels he/she may have a grievance according to Article 12.03 shall first discuss this complaint with his/her principal and a representative appointed by the Brant Unit O.E.C.T.A. executive. Teachers not directly responsible to a principal shall proceed to Step One. Failing resolution, the complaint may then be grieved in the manner which follows:

12.05 STEP ONE

- (a) A grievance shall be submitted in concise written form to the appropriate Supervisory Officer and the Brant Unit O.E.C.T.A. representative within twelve (12) school days of the teacher becoming aware of the circumstances giving rise to the grievance.
- (b) The Supervisor Officer shall have five (5) school days from receipt of the grievance in which to make a written reply.
- (c) If a meeting is held between the teacher and the Supervisory Officer:
 - (i) the teacher shall be accompanied by an O.E.C.T.A. representative appointed by his/her Branch Affiliate.
 - (ii) this meeting will take place within five (5) school days from the receipt of the written reply refer to Article 12.05 (b).

- (iii) the Supervisory Officer shall have five (5) school days **from** the meeting in which to make **a** written reply.
- (d) If a satisfactory Settlement **is** not reached, the teacher may proceed to Step Two.

12.06 STEP Two

- (a) A meeting to attempt to settle the grievance will be held within ten (10) days between the griever, an O.E.C.T.A. representative and a Board representative.
- (b) Failing settlement of any grievance under the above procedure, either party may request the Education Relations Commission to appoint a grievance mediator to attempt to resolve the issue according to the Education Relations Commission guidelines and in this case the other party will agree to this request. Such a request must be made within five (5) working days.

12.07 STEP THREE

- (a) Failing settlement of any grievance under the above procedure, such grievance may be submitted for arbitration. If no written request for such arbitration is received within ten (10) school days after the date of the grievance mediation meeting with the Education relations Commission mediator, the grievance shall be deemed to have been settled and not eligible for such arbitration.
- **(b)** Any grievance not processed within the time limits specified in this Grievance Procedure or in accordance with the arbitration provisions **specified** below **shall** be deemed to have been settled and ineligible for such arbitration.
- (c) A grievance rising directly between the parties to this Agreement which would not normally be grieved by an individual teacher, may be brought forward under Step One and processed in the usual manner. Any such

- grievance by the Board or Branch Affiliate shall be commence within fifteen (15) school days after the circumstances giving rise to the complaint have occurred.
- (d) If the Board or the Branch Affiliate requests that a grievance, as above provided, be submitted for arbitration, such party shalt make a request in writing addressed to the other party to this agreement, and at the same time nominate an arbitrator.
- (e) Within ten (10)school days thereafter, the other party shall nominate an arbitrator and notify the first party.
- (f) The two arbitrators so nominated shall, within five (5) school days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and chairperson of the Arbitration Board. If they are unable to agree on such a chairperson, they may request the Education Relations Commission to appoint a chairperson. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Commission who shall have the power to effect such appointment.
- (g) No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- (h) The Arbitration Board shall not have jurisdiction to amend, modify ignore or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (i) No matter may be submitted to arbitration which has not been properly carried through the Grievance Procedure. Both parties may agree in writing to extend the time limits fixed in both the Grievance and Arbitration Procedures.

- (j) The decision of the majority of the Arbitration Board shall be **final and** binding upon the **parties** hereto,
- **(k)** Each of the parties shall bear the expense of the Arbitrator appointed by it, and the parties shall jointly bear the fees and expenses of the chairperson of the Arbitration **Board.**
- (1) It is understood and agreed that where a complaint is resolved by discussion with the principal **as** required above, the resolution of the dispute will not be considered to be a precedent binding **on** the Board **in any** future proceedings before the Board, Court or other Tribunal involving the same or any other teacher. Neither shall such settlement be used as evidence of past practice in any dispute between the parties.
- (m) Any matter in regard to which a teacher may have a right to a Board of Reference is not subject to the Grievance Procedure, nor shall it be arbitrable.
- (n) In the event of a grievance being withdrawn by a party after **such** party has made a request in **writing** for arbitration, such party shall be responsible for the costs incurred by all parties with respect to **such** arbitration.

Article 13: PREPARATIONTIME

13.01 TEACHING SCHEDULE

- (a) In a semestered school, full-time teachers shall teach three (3) classes out of a full timetable of four (4) classes each semester except as outlined in Article 3.
- **(b)** The fourth (4th) period of a teacher's timetable shall be used **as** preparation time for the purposes of preparation, planning, evaluation, consultation and supervision.
- (c) In any school which is not strictly semestered, teachers shall teach a timetable equivalent to Article 13.01 (a).

(d) Teachers may be scheduled for up to a maximus seven hundred and fifty (750) minutes per semester for supervisory duties, excluding examination supervision and before 9:00 a.m. student supervision.

13.02 LUNCH TIME

Teachers shall receive **forty** (40) minutes, uninterrupted lunch during the regularly scheduled lunch period.

Article 14: DENOMINATION

The provisions of this Agreement shall not be construed as to prejudicially affect the rights and privileges of the Board with respect to the employment of teachers employed by Roman Catholic Separate School Boards under the Constitution Act, 1981.

Article 15: CONTINUING EDUCATION

- **15.01** Continuing education teacher means **a** continuing education teacher **as** defined in **the** Education Act.
- 15.02 Effective September 1st, 1993 all continuing education teachers will be paid at the rate of thirty (30) dollars per hour.
- 15.03 Notwithstanding any other provision of this collective agreement including limiting the generality thereof, the recognition clause, the only other provision of this agreement applicable to continuing education teachers is the Grievane Procedure as it pertains to the alleged violation, misinterpretationor misapplication of clause 15.02 above.

This agreement attached herewith is accepted by the Negotiating Committee for the Brant County Roman Catholic Separate School Board and the Local Collective Bargaining Team of the Secondary Affiliate, Brant Unit, Ontario English Catholic Teachers' Association.

Dated this ______ day of August nineteen hundred and ninety-four in Brantford, Ontario.

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FOR THE SECONDARY BRANCH AFFILIATE, BRANT	FOR THE BRANT COUNTY ROMAN CATHOLIC
UNIT, O.E.C.T.A.	SEPARATE SCHOOL BOARD
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Dante Dalia Chief Negotiator	W. Paul Ferriss Chair Negotiating Committee
Local Collective Bargaining Team	W. Mike Conua.
Lemand YM Vanded	Mike Conway
Leonard McDonald Chair Local Collective Bargaining Team	Negotiating Committee Dorother Petit Pos
The Chamatah	Dorothée Petit-Pas
Ted Charnish President Brant Unit O.E.C.T.A.	Negotiating Committee
Ja Padamadan	Janet Wrazen
Jossey Padamadan	Negotiating Committee
Secondary Affiliate President Brant Unit. O.E.C.T.A.	Melle
Jennette Marie La	Paul Kwasnik Negotiating Committee
Seanette Marie Lee Recording Secretary/Local Collective	
Bargaining Team Augus	>
Anthony Mancuso Local Collective Bargaining Team	-
Collective Darkanning Loans	
Shirly Lutulenell	

(Collective Agreement)

Shirley Latulippe Local Collective Bargaining Team

LETTER OF UNDERSTANDING BETWEEN

THE BRANT COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD

AND

THE SECONDARY BRANCH AFFILIATE, BRANT UNIT, ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

1.0 OUTSTANDING GRIEVANCES

The Agreement is **based** on total compensation and included **as** part of that compensation in the Agreement of the Teachers' and the Board

- (a) to withdraw all grievances dated prior to the acceptance of this Agreement with respect to layoffs
- (b) to withdraw all grievances dated prior to the acceptance of this Agreement with respect to representation that the Collective Agreement as recorded by the "green" document was incorrect
- (c) not to grieve further with respect to representations that the Collective Agreement as recorded by the "green" document was incorrect.

2.0 SOCIAL CONTRACT PROVISIONS

The Agreement is based on total compensation and included as part of that compensation is the Agreement of the Teachers' and B o d

- (a) to the provisions of Schedule 'X' attached hereto with respect to the Social Contract
- (b) to withdraw all references to arbitration or adjudication with respect to the Social Contract legislation and Sub Sectoral Framework which are resolved by this Schedule.

In the event the Memorandum of Agreement is ratified, then as part of the total compensation the Board. will recall for September 1994 each permanent or probationary teacher who had received notice of layoff in May 1994 and who was teaching for the Board as of June 14, 1994.

4.0 The Board agrees to provide to the Affiliate in October the number of teachers and the number of students.

This agreement attached herewith is accepted by the Negotiating Committee for the Brant County Roman Catholic Separate School Board and the Local Collective Bargaining Team of the Second Affiliate, Brant Unit, Ontario English Catholic Teachers Association.

Doted this Almataguth

and ninety-four in Brantford, Ont	ario.
FOR THE SECONDARY BRANCH AFFILIATE, BRANT UNIT, O.E.C.T.A. Dante Dalia Chief Negotiator Local Collective Bargaining Team Leonard McDonald Chair Local Collective Bargaining Team	FOR THE BRANT COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD W. Paul Ferriss Chair Negotiating Committee Mike Conway Negotiating Committee Dorother Petit Pan
Ted Charnish President Brant Unit O.E.C.T.A. Jossey Padamadan Secondary Affiliate President Brant Unit O.E.C.T.A.	Dorothée Petit-Pas Negotiating Committee Janet Wrazen Negotiating Committee
Jeantite Manie Lee Recording Secretary/Local Collective Bargaining Team Anthony Mancuso Local Collective Bargaining Team Shuly Latulyand	Paul Kwasnik Negotiating Committee
Shirley Latulippe Local Collective Bargaining Team	(Letter of Understanding)

SCHEDULE 'X' MEMORANDUM OF AGREEMENT BETWEEN

THE BRANT COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD

AND

THE SECONDARY BRANCH AFFILIATE, BRANT UNIT, ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

- 1.0 The parties have previously entered into a local agreement (as that term is defined in **Part** V of the Social Contract Act, 1993) which implements the Education School Sub Sectoral Framework Agreement for Teachers Regulated under the School Boards and Teachers Collective Negotiating Act.
- 2.0 The parties attach hereto as Schedule 'A' their agreement for the implementation of the Sub Sectoral Framework Agreement for the duration of the relevant period. The terms of the said Schedule 'A' represent the full and final settlement of the remaining measures to be taken pursuant to the Sub Sectoral Framework.

SCHEDULE 'A'

1.0 COMPENSATION

There will be no increase to compensation as defined by the **Social** Contract Act, 1993 for the period June 14th, 1993 to August 31st, 1996.

Notwithstanding any other provision of this Collective Agreement, a teacher, other than a teacher who is below the low income cut off as that term is used for Social Contract purposes, shall not receive any increase in compensation for the period beginning June 14th, 1993 to August 31st, 1996 by way of increment in respect to employment during the period June 14th, 1993 to ending August 31st, 1996. Unless the parties negotiate under Bill 100 otherwise, a teacher is not automatically entitled to any increase in compensation after August 31st, 1996 by way of increment in respect of employment during the period beginning June 14th, 1993 and ending August 31st, 1996. For greater clarity category changes shall be recognized in accordance of the provision of the Collective Agreement.

2.0 UNPAID LEAVE OF ABSENCE

Teachers will be required to take 3 days unpaid leaves of absence during the 1994-95 school year. Those days shall be March 8th, 1995 provided the Elementary Affiliate agrees to substitute March 8th, 1995 for November 25th, 1994 and failing which agreement then November 25th, 1994, March 9th, 1995, March 10th, 1995. (This does not preclude the imposition of the unpaid day on October 7th, 1994 with respect to a previous period.) Teachers will be required to take three (3) days of unpaid leave of absence during the 1995-96 school year. The scheduling of those three (3) days shall be the discretion of the Board following consultation with the Branch Affiliate provided however if the Brant County Board of Education schedules three (3) or lees days immediately preceding or immediately following the 1996 March break, then those days scheduled by the Brant

- as unpaid days. The Board agrees that it will not increase the school year beyond one hundred and ninety-four (194) school days in the 1994-95 school year or in the 1995-96 school year for the purpose of scheduling the unpaid leave days,
- 3.0 The deduction for the three (3) days in the 1994-95 school year shall be made over the twenty-six (26) pays during the 1994-95 school year, The deductions for the three (3) days in the 1995-96 school year shall be made over the twenty-six (26) pays during the 1995-96 school year.
- 4.0 For the purpose of calculating whether a teacher is below the low income cut off as that term is used for Social Contract purposes, the calculations shall be based over September 1st to August 31st of the following school year.
- A teacher who is employed during a school year who pays or paid for a day or days off but does not or did not receive the day or days off because he/she was not or will not be actively working when the day or days off is or was scheduled shall be reimbursed for that day or days.
- 6.0 The Board agrees to provide information to the Unit's Social Contract Committee as required by the Social Contract Act, 1993 or Sub Sectoral Framework Agreement for Teachers regulated under the School Board and Teachers' Negotiating Act.

This agreement attached herewith is accepted by the .aung Committee for the Brant County Roman Catholic Separate School Board and the Local Collective Bargaining Team of the Seco Affiliate, Brant Unit, Ontario English Catholic Teach Association.

Dated this Nineteenth day of August nineteen hundred and ninety-four in Brantford, Ontario.

FOR THE BRANT COUNTY

SEPARATE SCHOOL BOARD

ROMAN CATHOLIC

Chair Negotiating Committee

Mike Conway Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee

Dorothée Petit-Pas

Janèt Wrazen

Paul Kwasnik

W. Paul Ferriss

FOR THE SECONDARY BRANCH AFFILIATE, BRANT UNIT, O.E.C.T.A.

Dante Dalia Chief Negotiator

Local Collective Bargaining Team

Leonard McDonald

Chair Local Collective Bargaining Team

Ted Charnish

President Brant Unit Q.E.C.T.A.

Jossey Padamadan

Secondary Affiliate President Brant Unit O.E.C.T.A.

Seanette Manie Lee

Recording Secretary/Local Collective

Bargaining Team

Anthony Mancuso
Local Collective Bargaining Team

Dhirly Taluly

Shirley Latuliope
Local Collective Bargaining Team

(Schedule X)