



SOURCE	Board		
EFF.	96	09	01
TERM.	98	08	31
No. OF EMPLOYEES	404		
NOMBRE D'EMPLOYÉS	404		

AGREEMENT

Between

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (O.E.C.T.A.)

Branch Affiliate

ESSEX ELEMENTARY UNIT

and

**The Essex County Roman Catholic
Separate School Board**



September 1, 1996 - August 31, 1998

THE ESSEX COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD
LE CONSEIL DES ÉCOLES SÉPARÉES CATHOLIQUES DU COMTÉ D'ESSEX

360 FAIRVIEW AVENUE WEST ESSEX, ONTARIO N8M 1Y5
TELEPHONE (519) 776-6431 726-6143 FAX: Academic (519) 776-6663 Business (519) 776-4964

1047901

10479 (01)

JAN 10 1997

TABLE OF CONTENTS

	PAGE
PREAMBLE	1
MANAGEMENT CLAUSE	2
Job Descriptions	5
ARTICLE I	
Duration, Renewal or Revision	6
ARTICLE II	
Grievance Procedure	7
Arbitration	9
Expedited Arbitration	10
ARTICLE III	
Categories, Teaching Experience	12
Placement	14
ARTICLE IV	
Salaries, Grid Increment	15
Special Allowances	17
Federation Fees, Payment of Salaries	18
ARTICLE V	
Benefits	19
ARTICLE VI	
Cumulative Sick Leave Plans	21
Bereavement Leave	23
Compassionate Leave	24
Workers' Compensation	24
Pregnancy, Parental and Adoption Leaves	24
Extended Parental Leave	27
Child Care Leave	27
Leave of Absence for Professional Activities	27
Leave for Public Service	28
Education Leave	28
Sabbatical Leave	28
Special Leave	29
Deferred Salary Leave Plan	30
Retirement Gratuity	34

<u>TABLE OF CONTENTS</u> - continued	PAGE
ARTICLE VII	
Information re: Teachers' Salaries	35
ARTICLE VIII	
Ratification	36
ARTICLE IX	
Working Conditions	37
Pupil Teacher Ratio	37
Class Size	38
Staffing Conditions	38
Federation Release Time	38
Weather Conditions	39
Transfer/Redundancy	40
Lay-off	41
Recall Rights	43
Preparation Time	44
Personnel Files	45
ARTICLE X	
Job Postings: Vacancies and Promotions	46
APPENDICES	
Appendix A - Salary Grids	49
Appendix B - Extended Health Care	62
Appendix C - ManuAssist - World Travel	64
LETTERS OF UNDERSTANDING	
Re: F.L.S. Minutes	50
Re: 9:07 - Negotiating Committee	51
Re: 6:05 - Adoption Leave	52
Re: Continuing Education, Summer School Teachers	54
Re: 5:01 - Benefit Plan Information	55
Re: 9:04 - Secretarial Support	56
Re: 9:03 - Class Size	57
Re: 9:12 - Preparation Time	58
Re: 9:14 - Lunch Time Supervision	59
Re: Social Contract Targets	60
LETTERS OF INTENT	
Re: 3:01 - Q.E.C.O. Program 3	53
Re: 10:04 - Job Posting Qualifications	61

**THE ESSEX COUNTY ROMAN CATHOLIC
SEPARATE SCHOOL BOARD**

THIS AGREEMENT made this 26th day of April, 1996.

BETWEEN

The Essex County Roman Catholic Separate School Board

hereinafter referred to as the 'BOARD'

- and -

Elementary School Teachers who are members of the Branch Affiliate of the Ontario English Catholic Teachers' Association

hereinafter referred to as the 'TEACHERS'

WHEREAS it is the common goal of *the Teachers* and the Board to provide *the* best possible educational service for the children of Essex County, consistent with a philosophy of Catholic education, and

WHEREAS to achieve that common goal it is essential that the Board and the Teachers maintain a harmonious relationship, the parties hereto, in consideration of the mutual covenants herein contained, do hereby *agree* as follows:

MANAGEMENT CLAUSE

- A. Save and except to the extent specifically modified or curtailed by **any** provision of this agreement, the right to manage the business of the Board and its schools is vested solely and exclusively in the Board and its management.
- B. 1. Without limiting the generality of the foregoing, the Board shall have the right to hire, transfer, assign, promote, demote, discipline, suspend or lay **off** Teachers provided that implementation of those **rights** shall not be exercised in a manner inconsistent **with** this Agreement or the Education Act **and** amendments thereto.
2. Without limiting the generality of the foregoing, the Teachers recognize the right of the Board to demote, discipline, suspend **any** Teacher **in a** position of responsibility for **just** cause, in accordance with established procedure for grievance, **as agreed** upon by the Board **and** the Teachers.
- Note: In the event a Teacher is suspended Without pay, if the Teacher grieves the suspension in accordance with **the grievance procedures** set out in this agreement, the **Board** will continue to pay the Teacher's **salary pending** the arbitration or other resolution of **the** grievance, **In** the event the grievance is resolved or decided in favour **of** the **grievor**, references **to** the discipline shall **be** removed **from** the **grievor's** personnel file. In the event the grievance is resolved or decided in favour of the **Board**, the Teacher shall **be** liable **to** reimburse the **Board** for the **amount** of monies paid to him/her **during the** length of the suspension, **and** the Board **shall** have the **right** to claim such monies **so** owed by the Teacher. **The** Teacher shall execute **any** documents **required** pursuant to the Employment **Standards Act** or the regulations thereto for the Board to be able to **make** deductions of such monies owed by the Teacher, and shall execute **any other** documents **required to secure the** repayment of monies **to** be paid, failing which the **Board** shall not be obligated to pay during the **period** of suspension.
- C. No Teacher shall be disciplined, demoted, suspended (with or without pay), or discharged without just cause.
- D. 1. Every probationary or permanent Teacher employed by the **Board** shall be placed under a probationary or permanent Teacher's contract in either **Form 1** or **Form 2**.
2. **The just** cause provisions of the collective agreement shall not apply to **the non-**renewal of a probationary **Teacher's** contract.

MANAGEMENT CLAUSE - continued

3. The Board shall not employ any probationary Teacher's contract for a period other than:
 - i) two **years** where the Teacher has less than three years experience, and
 - ii) one year where the Teacher has three or more years of experience.

4. Where appointments to position of added responsibility for which there is responsibility allowance **are made as term appointments, they shall be made** in the following manner **and** upon the following **terms**:
 - a) **The position shall be posted as a term appointment.**
 - b) The term shall be for a duration of three (3) school years unless there is mutual agreement among **the Board, the Teacher and the Teacher Representative** to a different term.
 - c)
 - i) At the end of **the term, upon mutual agreement of the Board** and the Teacher, the Teacher's **term** may be extended for a further term of three (3) school **years** or **such** other duration **as the Board, the Teacher and the Teacher Representative may agree.**
 - ii) If the Teacher is continued **in the position** beyond the second three (3) year **term, the Teacher shall be deemed to have tenure in the position.**
 - d) **At the end of the term the Teacher's appointment is at an end, and the non-renewal of the Teacher in the position at such time may not constitute a demotion or discipline.**
 - e)
 - i) **The Teacher may be removed from the position** during the term only for cause; the Teacher shall be at liberty to resign **from** the position during the term.
 - ii) **In the event the Teacher is removed from the position during the term or resigns, the Teacher shall return to a position comparable to the one he/she had prior to the appointment.**
 - iii) **At the end of the term, if the Teacher is not reappointed for a further term, the Teacher shall return to a position comparable to the one he/she had prior to the appointment.**

MANAGEMENT CLAUSE -continued

4. f) i) If the Board eliminates the position during **the** term, the Teacher shall continue to be paid the allowance until **such** time **as** the Teacher's salary **on** the grid equals or exceeds the Teacher's salary plus allowance **at the** time the position was eliminated, or until the expiry date originally set for the term **arrives**, whichever occurs first.
 - f) ii) If **the** Board reinstates **the** position within the term originally set **out**, **the** Teacher **shall** be reappointed to the position.
 - g) The **Board** will not appoint **Principals** or Vice-Principals **on** a term basis during **the term** of **this** agreement.
 - h) Where appointments are made on a term basis for positions **or** special assignments **which** are not **positions** of added responsibility with a responsibility allowance, **the** foregoing **provisions** shall apply, **save** and except that the **term(s)** shall be for the length **of** time set out in the posting.
 - i) **Teachers who, as of the end of the 1991-92 school year, hold term positions, shall, on the expiry of the term for which they have currently been appointed, be deemed to have completed one term pursuant to the provisions of this Article. If a Teacher is in the 1st year of a five (5) year term, the first term is completed after the third year.**
5. The **Board** shall not employ the **use** of a fixed term contract.

JOB DESCRIPTIONS

- A. Principal - the head of each school as defined in the **Education Act** and **amendments thereto**.
- B. **Vice-Principal** - as defined **in** the regulations made under the Education Act **and** amendments thereto,
- C. **Subject Co-ordinator**
A Co-ordinator **is** a qualified Teacher **with** at least specialist certificates in **his/her** subject, appointed by **the Board** to work under the direction of **the** appropriate Supervisory Officer to plan, co-ordinate **and** **oversee** the entire program as **taught** by either classroom Teachers or Specialists. **He/she** will also make periodic visits during the year **to** observe classes on the request of the Teacher or Principal or the Supervisory Officer **and** make suggestions for improvement on the programs **to that** Teacher or Principal. **A Subject Co-ordinator does** not inspect, recommend or comment **on a Teacher's** ability. **His or** her function **is** to help the Teacher perform **his or her** duties **more** professionally.
- D. **Consultant**
A **Consultant** is a qualified Teacher with a specialist certificate in **his/her** subject area appointed **by** the **Board** to work **under** the direction of **the** appropriate Supervisory Officer, **Subject Co-ordinator and** the Principal to help the **classroom** Teachers. Two **main responsibilities** are:
- i) To outline **and** clarify **both** the philosophy upon which **the** program is built, **as** well as the activities, **methods** and material.
 - ii) **To** aid the classroom **Teacher** in **understanding and** guiding the program upon request of the Principal, **the** Teacher, or **the** Superintendent.

ARTICLE I

DURATION, RENEWAL OR REVISION

- 1:01 This Agreement shall have effect from September 1, 1996 up to and including August 31, 1998.
- 1:02 The terms of this Agreement shall apply to all Elementary Teachers in the employ of the Board and who are represented by the Ontario English Catholic Teachers' Association. Any exceptions must be agreed upon by the Teachers and the Board.

ARTICLE II

2:01 **GRIEVANCE PROCEDURE**

- a) **Purpose:** The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances which **may** arise from time to **time**,
- b) **Definition:** A grievance is a claim by a Teacher, a group of Teachers, the Branch Affiliate or the Board relating to the interpretation, application or administration of this Agreement, or, is an allegation that this Agreement **has** been contravened. **Board** Policy is not subject to **grievance** procedure.
- c) A grievance, to be **acceptable** under **this** Agreement, shall be in writing, shall specify the Article or Articles **allegedly** violated, shall **contain a** precise statement of the facts relied upon, shall indicate the **relief sought**, and **shall** be signed by the grievor.
- d) **Time** limits specified in **this** Article are mandatory and not simply **directory**, and **may only** be amended by written, mutual agreement of **both** parties.
- e) **Complaints and grievances shall be settled in** the following manner and sequence:

STEP 1 - Informal Stage

- i) The Teacher **having** a complaint **arising** out of **this** Agreement shall first approach his/her Principal or immediate Supervisor or Superintendent.
- ii) The complaint must be received **within ten** (10) working days **after the** Teacher becomes **aware** or **would** reasonably be expected to become aware of **the circumstances** giving rise to the complaint.
- iii) **The** Principal, **immediate** Supervisor, or Superintendent shall reply verbally **within three** (3) working days after receipt of **the** complaint. Failing satisfaction with **this** verbal reply the complaint shall **then** become a grievance and **may** be processed to Step 2.
- iv) **The complainant** may be accompanied by a representative of the Branch Affiliate.

STEP 2 - Formal Stage

Failing satisfaction with the reply in Step 1 above, then within ten (10) working days or receipt of reply, the grievance shall be submitted, in writing, either personally or by registered mail to the Director of Education. The Director of Education shall reply in writing, by registered mail or personal delivery within ten (10) working days of receipt of the grievance. Failing satisfaction with the written reply to the grievance by the Director of Education or his authorized representative the grievance may be referred to Arbitration provided such action is taken within ten (10) working days of such reply.

- f) Nothing shall deprive a Teacher of the right to process a grievance under this article without assistance from the Branch Affiliate.
- g) Any matter in regard to which a Teacher receives a Board of Reference is not subject to the grievance procedure.
- h) Direct Grievances and Group Grievances: Any grievance arising directly between the Board and the Branch Affiliate, or any grievance involving more than one Teacher, instead of following the procedure set out above in this article, may be submitted to the Secretary-Treasurer of the Board in writing, by registered mail or personal delivery within twenty (20) working days after the party becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint. The parties agree to meet without delay in an attempt to settle the grievance. In the event that the parties are unable to settle such grievance within fifteen (15) working days after submission as required above, then the party to whom the grievance was delivered, or his authorized representative, shall reply in writing by registered mail or personal delivery, to such grievance within a further five (5) working days.
- i) A grievance which has exhausted the procedure set out in this article without being resolved, may be referred to an Arbitrator or a Board of Arbitration under the procedures of Article 2:02 of this agreement.
- j) The term "working days" when used in this article shall mean School Days as defined by the Ministry of Education, in accordance with current regulations to the Education Act.

2:02 ARBITRATION

- a) When a difference **arises** between the parties relating to the interpretation, application or administration of this agreement, or where **an** allegation is **made** that **this** agreement **has** been contravened, either of the parties may, after exhausting **any** grievance procedure established by **this** agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration **and** the notice shall contain the name of the first party's appointee to **an** Arbitration **Board**.
- b) **The** recipient of the **notice** shall within five **(5)** working 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.
- c) Where two appointees **are** so selected, they shall, within five **(5)** days of appointment of the second of **them**, appoint a third person **who** shall be **the** **Chairperson**.
- d) If **the** recipient of the notice **fails to** appoint an Arbitrator or if the **two** appointees fail to agree **upon a** Chairperson within the time limited, the appointment shall be made by the Education Relations Commission upon request of either **party**.
- e) Both parties **to** this agreement concur that the **Chairperson** appointed by the Education Relations Commission should have **no** direct or indirect **pecuniary interest in the** parties **and** shall not have been either a Teacher or School Trustee within the ten (10) years immediately preceding the date of appointment.
- f) The single Arbitrator or the Arbitration Board, **as the** case may be, shall hear and **determine the** difference or **allegation and** shall issue a decision and the decision is final and binding upon the parties **and upon** any employee or employer **affected** by it.
- g) **The** decision of a **majority** is the decision of **the** Arbitration **Board**, but, if there is **no majority, the** decision of **the** Chairperson governs.
- h) **The** Arbitrator or Arbitration **Board**, **as** the case **may** be, shall not **by his** or her or its decision, add **to**, delete from, modify or otherwise **amend the** provisions of **this** agreement.
- i) The **initial** notice requesting submission of **the** grievance to **an** Arbitrator or Board of Arbitration shall **be** delivered not later **than** ten (10) working **days after** the time limited for exhaustion of the applicable procedure contained in Article 2:01 of **this** agreement.

2:02 ARBITRATION - continued

- j) Any notice required under this Article shall be in writing by registered mail or personal delivery to the parties at their respective mailing addresses.
- k) Each party may be represented at the arbitration by a representative of its choice.
- l) Each of the parties shall **bear the** fees and expenses of its nominee **to the** Arbitration Board and shall jointly share the **fees** and expenses **of the Chairperson.**
- m) Time **limits** specified in the Article are **mandatory** and **not** simply directory **and** may **only** be amended by written, mutual agreement of **both** parties.
- n) Any matter in **regard to** which a Teacher receives a **Board of Reference** shall not be arbitrable.
- o) The term "working days" when **used** in **this** Article shall **mean** School Days as defined **by** the **Ministry of Education** in accordance **with** current regulations **to** the **Education Act.**
- p) In a unit grievance, which directly affects one or **more** Teachers, the **Board** agrees, if the **grievance** is **successful**, to pay **any** monies that the **Arbitrator** has allotted **to** the Teachers named in the grievance. The Branch **Affiliate** shall, at the time of filing **the** grievance, notify **the** Board of **names** of the Teachers represented in the grievance.

2:03 **EXPEDITED ARBITRATION**

When a grievance is filed **as a result** of a Teacher being declared **redundant**, a grievance may **be submitted** to arbitration in accordance with the following **procedure**:

- a) The grievance shall be **filed** with the **Secretary-Treasurer of the Board**, in **writing**, in accordance with Clause 2:01 (h), **within** five days following the announcement by the Board at a public meeting of the Board, of termination of Teacher(s) contracts due **to** redundancy. The notice of grievance shall state that expedited arbitration is **requested** and shall include the **names** of three (3) **persons** whom **the** grieving party would be prepared **to** accept **as** single Arbitrator.
- b) The Board shall reply **to the grievance** **within five (5) days** **and** state in the reply whether one of the **persons suggested as single Arbitrator** is acceptable. If **the** Board **does not accept one of the suggestions**, it shall in its reply, **suggest** three (3) **other names.**

2:03 **EXPEDITED ARBITRATION** - continued

- c) If the parties have not reached agreement on the selection of a single Arbitrator within fourteen (14) days following the filing of the grievance, either party may apply to the Education Relations Commission requesting the appointment of an Arbitrator within ten (10) days of such request.

- d) The Arbitrator will be requested to convene the parties to a hearing as soon as practicable and prior to June 30, if possible. Where the grievance arises from a Teacher being declared redundant due to declining enrollment, the parties agree that the hearing may take place after June 30, but prior to October 15.

ARTICLE III

SALARY CALCULATION

3:01 **CATEGORIES**

Qualifications Evaluation Council of Ontario Category definitions governing the payment of basic *salary* are as stated in the Qualifications Evaluation Council of **Ontario, Program 3**. Teachers with a Letter of Standing, **Letter** of Permission or Letter of Approval, shall be paid according to their standing on the grid.

3:02 **TEACHING EXPERIENCE**

- a) Each full year of Canadian teaching experience shall count as one year. Canadian teaching experience shall mean experience obtained **subsequent** to the completion of a program of study deemed satisfactory to the **Ministry** of Education and includes:
- i) Full-time or part-time experience gained as a Teacher under contract with a School Board in Ontario or elsewhere in Canada;
 - ii) Experience **gained** while on long term occasional teaching assignments with a School Board in Ontario or elsewhere in Canada;
 - iii) Experience **gained** in an elementary or secondary institution recognized by the **Ministry** of Education; but excluding experience gained through teaching in evening or summer school programs.
- b) Each part year shall count as follows:
- i) 0 months and up to 4 months no years
4 months and up to 8 months 1/2 year
8 months and up to 10 months 1 year
 - ii) The Board may require written verification of teaching experience with other school boards. The onus shall be on the Teacher to provide such verification from previous employers within twenty (20) working days, failing which the Board shall not be obligated to credit such service.
- c) All Teachers presently employed by the board who have pre-teacher's college experience recognized by the Board, continue to be credited with said experience.

3:02 **TEACHING EXPERIENCE** - continued

- d) Foreign teaching experience, subsequent to qualification in that country which would be acceptable for an **Ontario** Teaching Certificate shall be allowed, provided documentation satisfactory to the Board is provided by the Teacher.
- e) **Any Teaching** taking a pregnancy and/or adoption leave, provided by statute, **from** the Board shall be entitled to accumulation of credit for seniority **and** shall receive the full **year** teaching experience and the increment he/she would have received had he/she not **taken** the leave.
- f)
 - i) **Related** work experience desirable for the subject taught shall be paid at the rate of \$374.00 from **September** 1, 1996, up to and including August 31, 1998 for each year **of** work experience.
 - ii) Application for related work experience may be made up to a **period of two (2) months** subsequent to the first day of work in the related area. Payment shall be retroactive **to** the first **day** of work in the related **area**. **This** allowance shall not allow a Teacher to pierce **the ceiling** of his/her category **at any time**.
- g)
 - i) It shall be the prerogative of **the Board** to deny for one year the **annual** increment of **a** Teacher whose **performance is** deemed **to** be inadequate. The **inadequacy of** a Teacher's **performance** shall be attested to by **a** Supervisory Officer and Principal provided that the Teacher **has** been given every reasonable **assistance** and **satisfactory** improvement has not occurred. **The** Teacher shall be notified of the **Supervisory** Officer's decision by May 31 of the current school **year**.
 - ii) On evidence **of** improvement **to a satisfactory** performance level, **the** Teacher **shall be** placed at the same position on the grid **he/she** would have reached, if **no** increment had been denied, **as of the** beginning of **the** following school **year**, it **being understood** that there will **be** no payment of the lost increment.
- h) Permanent part-time teachers **shall** have their experience calculated **on a pro-rated basis**.

3:03 **PLACEMENT**

- 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 the **salary** schedule delineated within **this** agreement. Payment of **any salary** not so determined shall constitute a breach of **this** agreement.
- b) A Teacher who, before the beginning of the school **year**, **has met** the conditions required for placement in a higher category and who submitted to the Board a copy of a Qualification Evaluation Council of Ontario Certificate of Placement category by December 31, **shall be** entitled to a **salary** adjustment, retroactive to **September 1st** of that year. If it is clearly established to **the** satisfaction of the Director that the delay for submission of proof **was** for reasons beyond **the** control of the Teacher, the **salary** adjustment shall be granted retroactive to September 1st of that school year.
- c) Where course requirements are completed **between** September 1 **and** before December 31, a Teacher who **has** met the required conditions for placement in a higher **category**, shall submit to the **Board** a copy of **the** Q.E.C.O. placement **category** **and be entitled to a salary** adjustment **as** outlined in **the salary grid as** of **January 1st** of the next calendar year. Requests received after **January 31**, will take effect September 1 following. If it is clearly established to **the satisfaction of** the Director **that the** delay for submission of proof **was** for reasons beyond **the** control of the Teacher, the **salary** adjustment **shall be granted** retroactive to **January 1st** of that school year.
- d) Save **as** specifically provided by statute, or **as** in Section 3:02 (g) of **this** agreement or where a suspension without pay **has** been **imposed**, the Board shall not withhold **any** portion of the **salary** of any Teacher.
- e) If a Qualifications Evaluation Council of **Ontario** Certificate is not submitted in accordance with the above, a Teacher will be placed in the appropriate year of Category D without a university degree or category A1 with university degree.
- f) Nothing in the terms of **this** Agreement shall permit **the** Board to **reduce the** salary of any Teacher **except in the** case of a demotion, or if the Teacher has left or been **removed from** a position of responsibility.

ARTICLE IV

SALARY GRIDS AND RESPONSIBILITY ALLOWANCES

4:01 A. 1. BASIC TEACHERS SALARY GRID

See Appendix "A" page 49.

2. GRID INCREMENT

The **Essex** County **Roman** Catholic Separate School Board agrees to implement increment restoration **as** follows:

- a) The experience increment will be paid in respect of teaching experience during **the 1995-1996 school year** on **September 1, 1996**.
- b) One experience increment in respect of a **year** of teaching experience during the **1992-1993 school year** and one experience increment in respect of a year of **Teaching** experience during the **1993-1994 school year** shall commence on **February 1, 1997** to Teachers in the employ of **the Board** who, but for the **Social Contract, would** have qualified for such experience increments provided such Teachers are still in the employ of **the Board** as **at** **February 1, 1997**.

A further experience increment in respect of a year of **Teaching experience** during the **1994-1995 school year** shall commence on **August 25, 1997** to Teachers **in the** employ of **the Board** who, **but** for the **Social Contract, would** have qualified for such experience increments provided such Teachers are still in the employ of **the Board** as **at August 25, 1997**.

- c) **As a** result of these payments, all increments withheld **during** the **Social Contract** period will be **fully** reinstated **as** of **August 25, 1997**. No retroactive payments shall **be** made in respect of such increment payments.

B. 1. Principal's **Salary** - August 31, 1996

Schools with enrollment of 0 - 299 pupils \$75,784

Schools **with** enrollment of 300 plus pupils \$77,179

- *** **Transfer** of a Principal to a school having fewer **pupils** shall not constitute a demotion or a disciplinary **action**.

4:01 C. **VICE-PRINCIPAL'S SALARY**

1. Vice-Principal's Salary - August 31, 1996

<u>Years Experience</u>	<u>Grid Plus</u>
0	\$2,439
1	\$3,433
2	\$3,767

In the case of a Principal's absence of ~~more~~ *than two (2) weeks* at any one time, where no Vice-principal has been appointed, an acting Principal shall be appointed by the Director and paid at Principal's rate, according to the qualifications of the acting Principal:

D. **CO-ORDINATOR'S SALARY**

1. Co-ordinator's Salary - August 31, 1996

<u>Years Experience</u>	<u>Grid Plus</u>
0	\$3,519
1	\$4,513
2	\$5,493

E. **HEAD TEACHER SALARY**

1. In each school where there is no Vice-Principal, the Board shall appoint a Head Teacher, who will act for the Principal in his/her absence.

An allowance of \$841 per year shall be paid to each Head Teacher in the school year:

September 1, 1996 up to and including August 31, 1997

September 1, 1997 up to and including August 31, 1998

- 4:01 E. 2. In the event that the Principal, Vice-principal and Head Teacher are absent **on** any single day **as** a result of a directive from Senior Administration, the Principal may appoint a Teacher **who** will act for **the** Principal in his/her absence. **An** allowance of \$25.00 per day shall be paid to the Teacher.
 Note: the per diem rate shall be paid for each **day** or prorated for each 1/2 day the Teacher is **so** appointed.

F. **CONSULTANT'S SALARY**

1. Consultant's **Salary** - August 31, 1996

<u>Years Experience</u>	<u>Grid Plus</u>
0	\$1,751
1	\$2,215
2	\$2,676

4:01 G. **PRINCIPALS OR TEACHERS WITH A MASTER'S DEGREE**

A Principal or a Teacher with a **Master's** Degree not being **used** for the obtainment of principal's qualifications or for category placement **on** the grid shall receive an allowance of \$606 per **annum** above **the salary** schedule in addition to all other allowances. Such payment shall be **made** even if it results in the Teacher or the principal piercing the maximum of **the salary** grid.

4:02 **PART-TIME TEACHERS**

Part-time Teachers shall be **entitled** to a pro-rated **salary** and **they** shall have available full benefits. The Board will **only pay** for a proration of these **benefits**.

4:03 **SPECIAL ALLOWANCES**

- a) Travelling allowances shall be paid **to Teachers required to travel in the performance of their duties** at the rate established by **Board** Policy.
- b) If the Board directs **a Teacher to take a course**, the tuition **fee** shall be reimbursed upon **successful completion of the course** and \$175 per **week** for living expenses, if **the said course** is to be taken **at** a location in excess of 50 miles or 80 **kilometres from Central Office**.

4:04 FEDERATION FEES

Federation Fees shall be deducted in 20 equal payments, payable September 1st to June 30th of each school year.

4:05 PAYMENT OF SALARY

Teachers to be paid in 1/26 payments of annual salary beginning the first Friday after the school year/modified school year commences and every second Friday thereafter in each school year. A lump sum payment shall be made on the last working day in June in each school year for the balance of the yearly sum up to August 31st of each school year.

4:06 In the event that pay for a Teacher's absence must be deducted from a Teacher's salary, the deduction shall be calculated in the following manner:

$1/230 \times \text{number of days absent} \times \text{Teacher's annual salary.}$

4:07 In the event that a scheduled pay day falls during the Christmas vacation period or the March break, Teachers shall be paid for such pay due on the last teaching day before Christmas and the last teaching day before the March break.

ARTICLE V

BENEFITS

- 5:01 a) The Board agrees to pay the premiums, at **the base rate**, calendar **year minus one (1)**, (hereinafter, called the "base rate") for all Teachers and **their** dependents for the following benefit plans:
- i) Long Term Disability - maximum benefit - \$3750 (with primary C.P.P. integration)
 - ii) Group Life Insurance and Accidental **Death &** Dismemberment Insurance plans in the amount of **three (3)** times **earnings** rounded to the next highest \$1,000.00 (if **earnings** are not expressed in **an even multiple of \$1,000** with the Teachers to pay **25%** of the premiums for such plans.)
 - iii) Vision Care **Plan having a \$150.00** maximum per subscriber and dependents during any **continuous 24 month** period. No prescription required.
 - iv) Prescription **Drug** Plan requiring the payment of a service fee of \$1.00 for each prescription obtained. **This Prescription Drug Plan** will apply **only** to prescription **drugs** and not to prescribed **drugs** which **can** be obtained without a prescription. **This Prescription Drug Plan** will apply **only** to the purchase of generic **drugs**. It is explicitly understood **that**, if there is no generic drug available to fill the prescribed medication, it will not limit the prescription medication available to be prescribed. Furthermore, it is understood **that** the subscriber's physician **can** preclude substitution of medication with a generic **drug** if the physician **so** declares.
- b) The Board shall pay for all **Teachers** and dependents the **full** cost of **premiums** for the following:
- i) **Ontario Health Tax** or equivalent at semi-private coverage.
 - ii) Dental **Plan** at the current O.D.A. Guide fee schedule (cross-referenced to C.D.A. **Code**) to include Basic Preventative and Minor Restorative such as, but not restricted to: **examinations**, fillings, root canal therapy.
 - iii) Extended **Health Care** as per Appendices B & C
- c) i) Teachers shall pay 100% of the premium cost for Orthodontics and Major Restorative Services.

BENEFITS PLAN - continued

- c) ii) Major Restorative such as, but not restricted to: in-lays, on-lays, crowns, bridges and dentures with a **50%** co-insurance to **maximum** of **\$2500** per annum per individual and orthodontic services with a **50% co-insurance** to a **maximum** of **\$2500** per lifetime per individual.
- d) The **Board** shall continue to pay premiums for Employee **Benefits while** an employee is absent under the **Board** Cumulative Sick Leave **Plans** and under the Long Term Disability **Plan**.
- e) **The Board shall carry \$5,000,000 liability** coverage to cover all Board employees.
- f) **Any employee** receiving an extension of employment beyond **65** will not be covered by any **insurances**, the policies of which **terminate** coverage at age **65** (*i.e.* Long Term Disability, Group Life).
- g) i) The **spouse and/or** dependents of a deceased **Teacher** may pay the full **premium cost** to **retain** membership in the group benefit plans, until the date the deceased Teacher would have reached **age 65**; coverage for dependents **only up to age 21** as defined in the Benefit **Program** for Employees.
ii) **The Board shall notify the** family of the **deceased** Teacher as to the option of 5:01 (g) (i) above within 30 days of the death or prior to the cancellation of the benefits.
- h) Subject to the approval of **the** insurance companies, Teachers on leave without pay **may** arrange **for** continued benefit coverage **through** prepayment of **the monthly premium** costs. **The Teacher** shall **assume** the total **premium** cost of **these** plans during the leave and shall **ask** the **Board Office**, in writing, **3 months** prior to commencement of **the** leave, to continue **the** plans.
- i) The Board will continue the present level of **benefits** during the term of this agreement,

ARTICLE VI

LEAVE OF ABSENCE

6:01 **CUMULATIVE SICK LEAVE PLANS**

- a) A permanent, probationary or ~~temporary~~ Teacher is entitled to the ~~annual sick~~ leave entitlement ~~as~~ set out in the Education Act and nothing in this Article shall abridge these rights.
- b) Full time Teachers ~~with this Board shall~~ be eligible for those benefits relating to sick leave credits, reserve ~~and~~ gratuities.
- c) There shall be a register or registers in which shall be entered the credits, the ~~accumulated~~ credits ~~and deductions~~ ~~therefrom~~.
- d) A Teacher of the ~~Board~~ transferring ~~from~~ another Board or ~~being rehired by this Board~~ shall be credited ~~with the~~ number of days to ~~his~~ or her credit with the ~~previous Board~~ or ~~this~~ Board up to a total of 250 days, which is the maximum allowable accumulation for each Teacher.
- e) Each eligible Teacher shall be entitled to have 100% of the ~~unused~~ portion of ~~his/her~~ annual statutory ~~sick~~ leave credit accumulated up to a ~~maximum~~ of 250 days.
- f) Where a Teacher commences employment after September 1st in ~~any~~ year, for the purpose of ~~subsection~~ (a) hereof • the statutory ~~sick~~ leave of twenty (20) days shall be calculated on the basis that full months of employment ~~only will~~ be used.
- g) Cumulative ~~sick leave~~ shall be ~~calculated annually as of the last school day~~ in June.
- h) A statement of cumulative sick leave benefits shall ~~be~~ issued ~~annually~~ to each Teacher, on the last ~~day in the month~~ following the current school year.
- i) After the statutory sick leave of ~~twenty (20) days~~ ~~has~~ been used in ~~any~~ school year, each eligible employee shall receive pay ~~under this~~ plan for absence caused by ~~sickness~~, physical ~~and/or~~ mental disability up to the ~~amount~~ of ~~his/her~~ accumulated ~~sick~~ leave.
- j) ~~If~~, because of absence, a Teacher's cumulative sick leave credit ~~has~~ been reduce, it ~~may be built up again~~ in subsequent years to a maximum of 250 days.

6:01 **CUMULATIVE SICK LEAVE PLANS** - continued

- k) i) Every period of absence of more than one (1) day and the expected date of return are to be reported by all teaching staff. The Teaching staff is to **notify** the person designated by the **Board**.
- ii) If the period of absence is for one (1) **day** or less the Teacher shall notify the Principal or designate of his/her absence.

l) when a Teacher is **required** to be absent because of **jury duty**, subpoena, *summons or quarantine, he/she shall be subject to neither **loss** of pay nor deduction **from** sick leave credits, provided **the** Teacher pays to the Board **arty** fee, exclusive of travelling **allowances** and living expenses, that he/she receives.

*The Teacher must provide proof that he/she **was** in attendance in court for that **summons**.

m) Leaves of absence without pay, up to a **maximum** of three (3) years in case of illness or serious accident shall be granted to a Teacher upon request after statutory and accumulated sick **days are used up**. At the end of **such period**, if the Teacher is not certified by a qualified physician acceptable to the Teacher and the Board as being fit to return to teaching duties, and **does not return to** teaching duties, his/her employment with the **Board** shall be deemed to be terminated.

Notwithstanding the foregoing, a Teacher absent pursuant to the provisions of **this** clause at the date of the signing of **the** collective agreement shall continue to be subject to the terms of Article 6:01 (m) in effect **immediately** prior to the signing of the 1986-87 agreement. A Teacher on such leave of absence shall accumulate **seniority** but not years of **service** for grid placement.

n) A permanent or probationary Teacher is entitled to his/her salary for a total of twenty **(20)** school days in **any one** school year in respect of his/her absence from **duty on** account of his/her sickness certified to by a physician or on account of acute **inflammatory** conditions of his/her teeth or **gums**, certified by a licentiate of dental **surgery**, in accordance with the Education Act and current amendments thereto.

o) Notwithstanding any change in the applicable legislation, Article 6.01 shall be **interpreted** and applied to provide twenty **(20)** days **annual** sick leave with pay for the life of **this** collective agreement and for any period **beyond** the life of the collective agreement (i.e. after August 31, 1998) during which **the terms and** conditions of **this** agreement continue to apply by operation of the School **Board** and Teachers' Collective Negotiations Act or any other applicable legislation.

6:02 **BEREAVEMENT LEAVE**

- a) An employee shall have absence from duty not deducted from Statutory Leave or Reserve Leave as follows:
 - a) Five calendar days following the day of death to attend the funeral of an immediate member of the family: i.e. mother, father, mother/father-in-law, brother, sister, husband, wife, daughter, son or children under his or her legal guardianship, shall be granted.
 - b) A Teacher shall be permitted absence with pay for a period of one day in order to attend the funeral of the following relatives: grandmother, grandfather, sister/mother-in-law, daughter/son-in-law, aunt, uncle, niece, nephew or grandchildren. At the discretion of the Director, additional days may be granted.
- Note: Teachers shall notify their Principal/Superintendent when they are taking bereavement leave. Upon a Teacher's return, a leave of absence form shall be completed by the Teacher and submitted to the Board.
- c) If extra time for travel is required, it may be granted by the Director.
 - d) Time for attendance at a funeral of a Teacher on staff, or his/her children, or spouse, or a pupil in the school, or a member of the immediate family of a pupil in the school, may be granted. No more than two (2) Teachers at the same school of the deceased will be allowed to attend. This leave will be for one-half (1/2) day at the discretion of the Director. The Principal will name the representatives.
 - e) The Director may grant a day to attend the funeral of a person who is not listed in 6:02 (a) or (b) above.
 - f) At the discretion of the Director, additional days may be granted.

6:03 COMPASSIONATE LEAVE

Compassionate leave without loss of pay or deduction from sick leave credits shall be granted by the Director on compassionate grounds for the following reasons:

- birth of a child
- critical illness of an immediate family member
- adoption of a child
- surgery of an immediate family member (immediate family is deemed to mean, for purposes of this Sub-Article only, parent, guardian, child and spouse).

The Director may grant leave without loss of pay or deduction from sick leave credits on compassionate grounds for reasons other than those stated above.

In all cases the number of days shall be at the discretion of the Director.

6:04 WORKERS' COMPENSATION

In cases where absence is due to an accident compensable under the Workers' Compensation Act or covered by any other type of accident insurance, the premium for which is paid by the Board, the period of absence charged against the credit shall be reduced to give effect only to the net salary paid by the Board. No Teacher shall receive pay for the months of July and August if the Teacher is receiving Workers' Compensation for the same period.

6:05 PREGNANCY, PARENTAL AND ADOPTION LEAVE

The Board shall grant statutory pregnancy/parental/adoption leaves according to the requirements of the Employment Standards Act.

a) PREGNANCY LEAVE

Pregnancy leave and its duration shall be as provided by statute.

- i) The Teacher is required to provide 2 weeks notice for pregnancy leave without pay, and a certificate of a legally qualified medical physician, stating that the Teacher named therein is pregnant and specifying the approximate date of delivery.

6.05 a) **PREGNANCY LEAVE** - continued

- ii) Accumulation of sick leave credits shall not occur during **this** period of leave nor ~~shall~~ the sick leave allowance or **any** fraction thereof be paid **during** the duration of the leave.
- iii) The Board shall continue to pay 100% of the **premiums** at the base rate of all employees' Group Insurance **Plans** up to 17 weeks for all Teachers **who** take pregnancy leave.
- iv) Where a **Teacher has** been granted pregnancy leave, the Teacher shall return to the same or **a** comparable position within the same school, unless otherwise **mutually** agreed.

Full seniority and experience shall continue to **accumulate** during pregnancy leave.
- v) All **salaries and monies** owing, to a Teacher who is **granted a** statutory pregnancy/parental/adoption leave shall be paid on the Teacher's last **teaching** day before the leave.

b) **PARENTAL LEAVE**

Parental Leave shall be granted as provided by **statute**.

- i) The Teacher is required to **provide 2 weeks** notice of his/her intent to **take a** parental leave **without** pay: Parental leave is available to a person **who** is defined **as a** parent in accordance with **the** Employment Standards Act, R.S.D. 1990.
- ii) Any Teacher who has taken pregnancy leave **must** commence **parental** leave upon completion of the pregnancy leave.
- iii) **Any Teacher** who is defined **as a** parent must commence parental leave within **35 weeks** of the date of **birth** of **the** child or within **35 weeks** of the date of custody, care or control of **the** child.
- iv) Accumulation of **sick leave credits** shall not occur **during this period** of leave **nor shall the** sick leave allowance or **any fraction** thereof be paid **during the** duration of **the leave**.

6.05 b) **PARENTAL LEAVE** - continued

- v) The **Board shall** continue to pay 100% of the premiums at the base rate of all employee's Group Insurance **Plans** up to 18 weeks for all Teachers who take a parental leave.
- vi) Should a Teacher wish to return to **work** earlier than the 18 week period, he/she **must** provide written notice 4 weeks prior to their return to work.
- vii) **Where** a Teacher has been granted parental leave, **the** Teacher shall **return** to the same or a comparable position **within** the same school, unless **otherwise** mutually agreed.
- viii) Full seniority shall **continue** to accrue while on parental leave.

It should be noted that if the Teacher **takes** a parental leave which is less than the 18 week period, the Teacher may have waived his/her right to the full parental entitlement **in accordance** with the Employment Standards Act.

- ix) **Upon** request, a Teacher shall be granted **an** extension of **statutory** leave for **a maximum** of one (1) year, provided that if the leave expires prior to the end of a semester or term, the Teacher shall not be entitled to **return to work** until the commencement of **the** following semester or **term**. The teacher may request a **further** extension of one year, which request shall not be unreasonable denied, **and** the same provisions with respect to **return** to work shall apply.
- x) All salaries **and** monies owing, to a Teacher who is granted a statutory parental leave shall be paid on the Teacher's last **teaching** day **before** the leave.

c) **ADOPTION LEAVE**

- i) Where **an** employee officially adopts **a** child, leave of absence shall be granted **under** the same terms **and** conditions **as outlined** for pregnancy leave. **The** employee shall notify the **Board** as to when **the** adoption is expected to take place.

If a Teacher adopts **a** child and the adoption agency requires, **as** a condition of **the** placement of the adoptive child, that the adoptive mother take a leave of absence of up to **six months** to be at home **with** the child, the **Board** shall **pay** the premiums, **as** set out in the Article V of the collective **agreement**, for all employees Group **Insurance** Plans for the **duration** of such leave.

o:05 d) **EXTENDED PARENTAL LEAVE**

- i) If requested by the Teacher in writing, the **Board** will grant a parental leave not to exceed one **year**. Should the Teacher request additional parental leave, the Board **may**, but is not obligated to, grant such **an** additional leave.

Notwithstanding the above, it is understood that to be eligible for parental leave, the spouse of the Teacher applying for such leave, regardless of whether **such** spouse is **an** employee of **this Board**, **must** not herself/himself be on a maternity/parental leave **from** her or his **work**.

- ii) Notwithstanding the above, if the Teacher's parental leave expires prior to the end of **June** in a school **year**, **the** Teacher **shall** not be entitled to **return to** work except at the commencement of the September or the **January** term.
- iii) Teaching experience will not be **granted** while **on an** Extended Parental Leave. Seniority will be granted while **on an** extended parental leave.

e) **CHILD CARE LEAVE**

- i) If requested by the Teacher in **writing**, the **Board** shall grant a child **care** leave provided there **shall** be no accumulation of experience for grid placement during the **term** of the agreement, not to exceed one **year**. Should the teacher request additional child care leave, the Board may, but is not obligated **to**, grant such **an** additional leave. Seniority may continue **to be** accumulated during **child care** leave.
- ii) ~~Notwithstanding the~~ above, if the Teacher's child care leave **expires** prior to the end of a **term**, the leave shall be extended to the commencement of the following term.

6:06 **LEAVE OF ABSENCE FOR PROFESSIONAL ACTIVITIES**

- a) Up to five (5) **days** per **term** shall be granted with pay for examinations for professional **improvement** ~~written~~ during **regular** school hours with **no** more than **one** day per **final examination**. In cases not **mentioned** above, the Director **may** grant time off for examination purposes.
- b) The-Director may approve a leave **of** absence for a Teacher for attendance in **an** official **capacity** at conventions, Teachers' Federation **meetings**, or educational **functions**. ~~When~~ such leave is granted, it shall be with pay.

6:06 b - continued

Note: It is understood that the Branch Affiliate will reimburse the cost of the occasional Teacher required to cover the Teacher's absence for only those activities initiated by the Branch Affiliate.

- c) The Director shall grant a leave of absence without pay for Teacher Federation activities if leave with pay is not granted, provided the Director is notified as soon as possible.

6:07 **LEAVE FOR PUBLIC SERVICE**

Leave of absence for Public Service shall be granted by the Director. Whether this is with or without loss of pay shall be judged according to me& by the Director. Superannuation benefits will be paid by the Board and the Teacher to reimburse the Board, if legally possible.

A Teacher on such leave shall accumulate seniority during the leave but shall not be credited with teaching experience for the period of the leave.

6:08 **EDUCATION LEAVE**

A Teacher may have a one year leave of absence Without pay, provided the Teacher makes application on or before March 31st prior to the year the leave commences; and provided the Board can find a qualified replacement by May 30th of the preceding year. Where an applicant has been granted this leave, he/she shall advise the Board in writing on or before May 1st of the year of the leave of his/her expected date of return.

6:09 **SABBATICAL LEAVE**

- a) If, after considering applications for Sabbatical Leave, the Sabbatical Leave Committee of the Board decides that an application meets the criteria set out in 6:09 (d), the committee shall recommend such application to the Board and the Board shall grant Sabbatical Leave for a period of one year for one Teacher.
- b) In order to qualify for Sabbatical Leave, a Teacher must be employed for five consecutive years by The Essex County Roman Catholic Separate School Board.
- c) The Branch Affiliate shall endeavour to ensure that sufficient numbers of qualified Teachers apply for Sabbatical Leave.

6:09 **SABBATICAL LEAVE** -continued

- d) The criteria **used** in the selection of the individual for Sabbatical Leave **shall** be:
 - i) Outstanding service **to** the system
 - ii) Enrichment of **the** individual and the system
 - iii) Merit of the application.
- e) Application is to be made on or **before February 1st** prior **to the** year the Sabbatical **is to commence**.
- f) While on Sabbatical Leave, the Teacher is to be paid 75% of his/her normal **salary**, plus **the** Board will pay 75% of the **premiums of the Health and Group Insurance Plans**.
- g) **During** the Sabbatical Leave, **Superannuation** deductions shall be continued to be paid **on 75% of the salary** the Teacher would have received had he/she not **taken a** Sabbatical.
- h) When Teachers **return from a** Sabbatical Leave, **they will** receive **any** increment or salary change **they would** have received **had** they not **taken a** Sabbatical Leave.
- i) Should **a** Teacher **elect to resign prior to fulfilling** the **obligation of two (2)** years service after having **been granted** a Sabbatical Leave, said Teacher shall be required **to reimburse the** Board according to a **proration of the amount of time** in which the Teacher is delinquent to the **amount** of monies paid during that year in which the Sabbatical **Leave** was **taken**. **The Board shall be entitled to** deduct monies owed **from** any payment of monies **which would otherwise** be **owed to** the Teacher pursuant to **this** Agreement.
- j) The **Sabbatical Leave Committee** of the **Board** shall report to the **Board** in sufficient time to **enable the Board to make a decision** on or **before May 1st** of the **school** year.

6:10 **SPECIAL LEAVE**

- a) The **Director** shall grant to a **Teacher** a leave without pay for a period of **not more than one year** for **the purpose of family care**?. The applicant shall **state demonstrable need and indicate expected time of return**. In the case of a leave granted for less than a full school year, **the** Teacher shall **return** to **his/her** position.

- 6:10 b) A Teacher may use a maximum of three (3) accumulated sick leave days in a school year when the Teacher is required on an emergency basis to attend to the illness, surgery or injury of a dependent.
- c) The Board may grant to a Teacher up to one (1) year leave of absence, without pay provided the Teacher makes application by March 31st for the leave to take place the following school year. Consent to such application shall not be unreasonably withheld by the Board. Seniority shall continue to be accumulated during the leave.

6:11 **DEFERRED SALARY - LEAVE PLAN**

1. **Description**

The Deferred Salary - Leave Plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence, and through deferral of salary, finance the leave.

2. **Qualifications**

Any Teacher having three (3) years seniority with the Board is eligible to participate in the plan.

3. **Application**

A Teacher who intends on participating in the plan must apply in writing on or before January 31st.

4. **Payment Formula and Leave of Absence**

The payment of salary, and the premiums for the Group Insurance Plans and the timing of the one year leave of absence shall be as follows:

- a) In each year of the plan, preceding the year of the leave, a Teacher will be paid a reduced percentage (at the discretion of the Teacher) of his/her proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the Teacher by the Board to finance the year of leave.

6:11 **DEFERRED SALARY - LEAVE PLAN** - continued

- b) i) In each year of the plan, deductions made from the **salary** of each participating Teacher for **the** purpose of the plan, shall, in the **month** it is deducted, be deposited in **a** single **true** savings account in the **Board's** bank and held for each Teacher's purpose under **the** plan. Interest will accrue at **the** rate for true savings accounts in effect and **as** determined and reported **by** the Board.
- ii) At the end of each year of the plan, principal and interest credited in the true savings accounts will be **transferred** - to the **maximum** multiples of \$100 in each account - to **an investment** account from where, collectively, the funds will be invested **as** follows:

10% of **the** amount transferred to the investment account, to the nearest \$1,000 in deposit certificates **having** a term not exceeding 60 days, in order **to** provide for potential withdrawals made in accordance with provisions made in Clauses 5 d) or 5 g).

The balance - less the **amount** payable to Teachers scheduled **to** be on leave of absence in **the** next year of **the** plan - in deposit certificates having **a** term not **exceeding** one year and **earning** the highest interest rate available at the time of the investment **as** determined and reported by **the Board** to the Personnel **Committee**.
- iii) The funds invested in accordance **with** section ii) of **this** article, together **with** the pro-rata **share** of the collective interest earned and payable, to each Teacher scheduled to be on leave of absence in the next **year** of the plan, in **accordance** with articles 4 d) i) or 4 d) ii), shall, at the end of the previous **year** of **the** plan, be **transferred** back to **the** single true savings account **from** which the Principal originally was **transferred** and **the amounts** payable in accordance with articles 4 d) i) or 4 d) ii), shall be **transferred from the** single true savings account of the Teacher affected to **the Board's** general account in the month of payment of **same**.
- c) **On** or **before** November 15th in the **first year** of participation and in each **year thereafter** until and including the year following the leave of absence each participating Teacher shall receive, from **the** Board, a statement of principal and interest **standing to his or her credit**, **as** recorded and reported **by** the **Board's** bank.

6:11 **DEFERRED SALARY - LEAVE PLAN** - continued

- d) In the year of the leave of absence, the Teacher **may** elect **to** receive payment of the accumulated **deferred salary** and interest **as** follows:
 - i) By 26 bi-weekly payments due on the same **dates as** provided for in the current agreement between the Board and its Teachers, or
 - ii) On the **first** pay date in September, 40% of the amount; on the first pay date in January, the balance of the **amount**, or
 - iii) **as per Article 6:11 5 c) or 5 f).**
- e) While **a** Teacher in enrolled in the plan, and not on leave, any Group **Insurance Plans** tied to the **salary** level, shall, to the extent possible according to the **insurance** policies then in effect, be structured according to the salary the Teacher would have received had **he/she** not enrolled in **the** plan,
- f) **A** Teacher's Group Insurance Plan will be maintained **by** the Board during his/**her** leave of absence according to the terms and provisions of insurance policies then in effect; however, the **premium** costs for all Group **Insurance Plans** shall be paid in advance by the Teacher before **the** year of the leave. **Any** increases in premiums during the year of **the** leave of absence **will also** be paid **by** the Teacher upon receipt of **notice** from **the** Board. **Any** decrease in premiums during the year of the leave of absence will be **refunded** by the Board.
- g) While on leave, any Group Insurance Plans tied **to the salary** level, shall, according to **the terms** and provisions of **insurance** policies then in effect, be structured according **to the salary** the Teacher would have received in the year prior to **taking** the leave had **he/she** not been enrolled in **the** plan.

5. **Further Provisions**

- a)
 - i) Sick leave credits will not accumulate **during the** year spent on leave.
 - ii) Seniority will continue to accumulate.
 - iii) Experience for purposes of **salary** increment will not accumulate for the **period** of the leave.
- b) - No one will be granted leave under **this** Plan who has been **on** Sabbatical Leave **and** has not fulfilled all requirements of their previous leave.

6:11 **DEFERRED SALARY - LEAVE PLAN** • continued

5. c) i) Teachers declared redundant ~~who~~ are not eligible in accordance with Article 9:10 ~~to return to the~~ employ of the **Board** for one (1) full year ~~after~~ the year of their leave, must withdraw from the Plan.

ii) In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of **withdrawal** from the **Plan**.

Repayment shall be made **as soon as possible within sixty (60) days** of withdrawal ~~from~~ the **Plan**.

d) Superannuation deductions are **to** be continued **as** provided by the current **ruling of the Ontario Teachers' Pensions Plan B o d .**

e) i) **A Teacher may withdraw from the Plan at any time prior to March 1st** of the calendar year in which the leave is **to be taken**. **Any** exceptions to the ~~aforesaid~~ shall be at **the** discretion of the **Board**. Repayment shall be **as per 5 c) ii)**.

ii) **In the event that**, in the opinion of the **Board**, a suitable replacement cannot be hired for a Teacher who has been granted a leave, the **Board** may defer **the year** of the leave **by** notifying the Teacher prior to March 1st. **In this instance** a Teacher **may** choose to remain in the **Plan**, or receive payment **as per 5 c) ii)**.

iii) Should 5 e) ii) result in a leave of **absence being taken** past the final year of the **Plan**, **any monies** accumulated by the terminal date of the Plan will continue **to** accumulate interest (see 4 b) **until the leave is granted**.

f) Should a Teacher die while participating in **the Plan**, any monies **accumulated**, plus interest **accrued** (see 4 b) **at the time of death**, will be paid **to the Teacher's estate**.

g) All Teachers **wishing** to participate in **the Plan** shall be **required to sign a** contract, ~~supplied by the~~ Board before final approval for participation will be **granted**.

6:12 **RETIREMENT GRATUITY**

- a) For the purposes of **this** section, a Teacher shall be considered eligible for **gratuity** ~~when~~ retiring from teaching.
- b) Upon termination of employment, Teachers **with** more **than** five (5) years of continuous service ~~with this Board~~, shall be paid a proration of their entitlement **at** the following rates:

6 years of service or more	20%
7 years of service or more	40%
8 years of service or more	60%
9 years of service or more	80%
10 years of service or more	100%

Lawful entitlement is understood to mean 50% of **the days standing** to ~~the~~ employee's credit or 50% of **the annual salary**, whichever is **less** at the time of retirement.

- c) In ~~the~~ event of the death of **an** employee ~~on or~~ before recovering the full benefits of the accumulated sick leave **as** provided under subparagraph **b)**, **such remaining benefits shall** be paid to his/her estate.
- d) All benefits provided under subparagraph **b)** shall be **paid in full** within one year of **retirement** or **as arranged to the** mutual satisfaction of the employee **and the** Board.

ARTICLE VII

INFORMATION RE: TEACHERS' SALARIES

- 7:01 The Board shall make available for each Teacher with the first paycheque, information regarding his/her qualifications, experience, *total salary* and manner of calculation of same; as well as a detailed explanation of employee benefits, i.e., dental plan, life insurance, etc., as soon as possible.
- 7:02 The Board shall ~~make~~ available to the authorized Teachers' representatives on request, the qualifications, experience, benefits received, *salary* and manner of calculation of each Teacher employed by the Board at the beginning of the school year, and within 30 days of beginning employment for a Teacher employed by the Board after the beginning of the school year.
- 7:03 Names of Teachers entering, transferring within or leaving the employ of the Board, shall be furnished to the authorized Teacher's representatives.

ARTICLE VIII

- 8:01 Best efforts will be made to provide each Teacher in the employ of the Board with a copy of this agreement within 25 working days of signing.**
- 8:02 This agreement shall be ratified by the Teachers and the Board within 15 days of any agreement.**
- 8:03 A copy shall be provided to the President of the Branch Affiliate. A copy will be made available to the office of each school.**

ARTICLE IX

WORKING CONDITIONS

9:01 The Board shall provide all schools with furnished and well-equipped **staff rooms** of a **size** and **type** warranted by the number of staff and the purpose to which to **room** will be put.

9:02 **PUPIL TEACHER RATIO (P.T.R.)**

The pupil-teacher ratio as of September 30th, 1996 shall not exceed 19.5:1, calculated in the following **manner**:

$$\text{PUPIL/TEACHER RATIO} = \frac{\text{Oct. 1 F.T.E. enrolment}}{\# \text{ of full-time equivalent teaching personnel}} = \frac{19.5}{1}$$

There shall be no exemptions **from** the calculation of the PTR.

There shall be no lay-off of teachers in order to achieve the increase in the PTR. All increases shall be achieved through attrition **and** in accordance **with** the following procedures:

- a) **If enrollments increase** there **shall be non-hirings** based on the new PTR (except **where hiring** is **necessary** to **obtain** the qualified Teacher(s) in accordance with the Education Act and Regulations **necessary** to maintain a program).
- b) In the **event** of retirement(s), resignation(s) the Board shall not be required to hire to replace the Teacher(s) in such positions (except where replacement is necessary **to obtain the qualified Teacher(s)** in accordance with the Education Act and Regulations **necessary** to maintain a program) until **such** time that the PTR of 19.5:1 is achieved.
- (c) In addition, the Board shall not be required to replace a full-time teacher on a leave of absence for an entire school year if the **staff** reduction required by the increase in the PTR to 19.5:1 has not been achieved **through (a) or (b) above**.

9:03 **CLASS SIZE**

The Board recognizes the importance of class **size** to the Teachers.

Therefore the Board will endeavour to **establish** class sizes **in** accordance with Ministry of Education guidelines during the life of this agreement.

The Board agrees to meet with the Teachers at a mutually agreeable time(s) to address the concerns regarding the **class** sizes not governed by the Ministry guidelines. The Teachers agree that **this** clause will not effect **an** increase in **staffing**.

STAFFING CONDITIONS (9:04, 9:05, 9:06)

9:04 Each school **shall** have one secretary.

9:05 There **shall** be one Vice-principal in **all** elementary schools having 540 students or **more**. No Vice-principal **who** presently holds that position will lose same.

9:06 a) Principals of schools having less than 10 **rooms** shall be relieved of teaching duties half-**time**.

b) Principals of schools with 10 **rooms** or more shall be relieved of all teaching duties.

9:07 **FEDERATION RELEASE TIME**

a) The Unit President of O.E.C.T.A. shall be allowed time **off** without loss of pay to attend meetings, up to five **days** per **year**.

b) i) The Chairperson **and** Chief Negotiator or their designate, of the O.E.C.T.A. Negotiating **Committee** shall be **allowed** time off **without** loss of pay to attend meetings or perform other necessary **functions**, up **to** five **days** each **per year** **during** time of negotiations.

ii) The Board shall excuse up to nine **(9)** members of the Branch Affiliate Negotiating **Committee** with pay **from** teaching duties for up to a **maximum** of five **(5)** **days to attend meetings** with **the Board** for the purpose of **negotiating** the collective agreement **and** its renewal, without loss of benefits, sick leave credits, **seniority** **and** equivalent teaching experience.

iii) The **Board** shall pay the cost of supply Teachers for **the** aforementioned members of **the** Branch Affiliate Negotiating **Committee** during **the** first five **(5)** days **the** said members **are** meeting **with** **the** Board for the purpose of negotiating **the** Collective Agreement or its **renewal**.

9:07 **FEDERATION RELEASE TIME** - continued

- b) iv) The Board shall be reimbursed by the Branch Affiliate for the full monetary cost of **the** replacement supply Teachers for **any** negotiation days **in** excess of five (5) taken by members of the Branch Affiliate Negotiating Committee.
- v) The Board shall not deduct pay **from** any members of the Branch Affiliate Negotiating Committee for time spent in **meetings** with the Board for **the** purpose of negotiating the Collective Agreement or its renewal. In the event the number of members of the said committee exceeds nine, the Branch Affiliate shall reimburse to **the** Board **the** full cost of **the** replacement supply Teachers for all days such extra Teachers spend in meetings **with** the **Board** for **the** purpose of negotiating the Collective Agreement or its renewal.
- c) If **O.E.C.T.A.** **so** chooses, the President **may** have up to 50% reduction in teaching duties **under** the following stipulations:
 - i) There shall be a mutual agreement between the Director and the Unit President **as** to **how** the federation/teaching duties **are** scheduled. **One** of the following schedules may apply:
 - a) up to 3 whole days, per 6 day cycle
 - b) up to 6 half days, per 6 day cycle
 - c) whole/half days, up to 50% of total number of school days
 - ii) **Salary** and **benefits** will be prorated **so** that **the** amount **of** time spent in **teaching duties** will be paid by the Board **and** the amount spent on Unit duties Will be paid by the Branch Affiliate.
 - iii) **Salary** and **benefits** shall be **administered by the** Board **through the normal** payroll process.
 - iv) Each year of his/her term **as** President shall be counted **as** a fill year of teaching experience.
 - v) Upon completion of his/her term **as** President, the Teacher shall return to a full time position **as** mutually **agreed upon**.

9:08 **WEATHER CONDITIONS**

In the event of weather conditions which make travel hazardous, a Teacher will **make an honest** attempt to reach his/her place of **work**. If unable to **do so**, he/she will report **this** fact to the Principal or the Superintendent, **and the day** shall be **granted as** leave **without loss** of pay or deduction of sick leave credits.

9:09 **TRANSFER/REDUNDANCY**

- a) The Board shall not transfer a Teacher from one point to **another** in **the** county without the expressed consent of the Teacher.

- b) When it has been determined by **the** Board that there are surplus Teachers in **a** school due to redundancy, declining enrolment or program **change**, will necessitate the transfer of a **Teacher(s)** on a particular staff. The selection of the individual to be transferred shall be made **by** considering **only** the Teachers on staff with regard to their number of **years** of continuous service with **the** Board provided that **the** Board **may** retain **sufficient** qualified Teachers in **the** school, **in** each of the categories (i.e. Principals, Vice-Principals, **Industrial Arts, Home Economics, French as a Second Language, Library, Special Education**) to meet the Board's requirements. The Teacher, on the staff under consideration, **with the fewest years of continuous service with the** Board and not exempt **as** set out above **shall** be liable for transfer **and** deemed "Available for Transfer". Such transfer shall not deny the individual the opportunity **to** apply for transfers **normally** posted in **May**.

9:10 **LAY-OFF**

- a) The **entire** elementary teaching force **of** the Board must be considered before lay-offs are effected, (i.e., the **Board** shall not contend that because the number of Teachers in **a particular** school is being reduced next year **by two** Teachers, that two Teachers from that school must **be** laid off).
- b) i) When Teachers are declared redundant, their contracts shall be terminated or they **shall** be demoted in **reverse** order **of** their length **of** seniority **as** defined in **9:10 d) i)** with the **Board** **as** indicated on the Elementary System Seniority List, provided that the Board retains the qualified Teachers to meet the **Board's** requirements in each of the categories **as** follows: Principals, Vice-Principals, Industrial **Arts**, Home Economics, French **as** a **Second** Language, Religious, Special Education, Consultants, Co-ordinators and Instrumental Music.
- ii) A Teacher who is **being** declared redundant **and whose** contract is being terminated, **shall** be given the opportunity of appointment to a **position** in one of the foregoing categories, provided **that** the Teacher has greater seniority, **as** defined in 9:10 d) i), **than** the incumbent, and equal or better qualifications, and, **as** determined **by the** Director, possesses **the** ability to **perform the duties** of the position. **Nothing** in this clause prevents the individual Teacher **from** exercising his/her rights under paragraph 2:01 of this Agreement.
- iii) A Teacher **whose** contract **would** otherwise be **subject** to termination but whose position has been protected by special qualifications may not transfer to **a** position for which a terminated Teacher with more seniority would be qualified.
- iv) Subject **to** the above, criteria **to be** employed in termination or demotion **shall** be **as** listed below and **the** order listed:
- 1) **Length** of continuous service **with** the **Board**.
 - 2) Professional qualifications **as** per Q.E.C.O. 3 and/or additional qualifications on the individual Teacher's record **card** **issued** by the Minister of Education.
 - 3) Total length of service **with** the Board.
 - 4) **Total** experience **as** a qualified Teacher.
 - 5) Discretion of **the** Director.
- c) i) **Any** elementary Teacher who **has** moved into **the secondary** panel on or after September 1, 1987 and prior **to the** commencement of **the** 1992-1993 school year **may** return **to the** elementary panel:

9:10 LAY-OFF - continued

- I) Any time during the three year period from the date of transfer **into** the other **panel**.
 - 2) After the three year period only when **an** opening occurs for which the Teacher is qualified.
- ii) In cases where **an** elementary Teacher elects **to move to** the secondary panel on or after September 1, 1987, **and** before the commencement of the 1992-1993 school year, **such** Teacher shall be deemed to be on leave **from the** elementary panel and such leave may continue for up **to three** years **from** the date of transfer. The said Teacher's **seniority shall** be frozen **as** at the date of commencement of the leave and the said Teacher shall have the right to return to **a** position in the elementary panel **with** the seniority he or she had at the date of commencement of the leave.
 - iii) **Any** Teacher, who, on or after September 1, 1987 transfers from the secondary panel **to** the elementary panel shall begin **at year zero** (0) on the elementary panel **seniority** list.
- d)
 - i) Elementary Seniority List shall be deemed to **mean a list of Teachers'** continuous **service, beginning** with the first **day** of continuous employment **with** the Board such that each year under contract with the Board shall be deemed to be one full year of continuous service irrespective of leaves granted **the** Teacher.
 - ii) An elementary **system** seniority list shall be published **on** October 15th of each year and posted **by** that date in each school. **The** Teachers or **their** representatives shall **have** 30 days from **the date of** posting **to notify** the Board in **writing** of **any** errors in the **list, failing** which, the list shall be deemed to **be** correct, In the event errors **are** pointed **out, a** corrected list shall be posted.
 - iii)
 - 1) Redundancy can **occur** due **to a** decline in enrolment or reduction in levels of **ministry** funding. **Such a** declaration of redundancy can only be made **after** every reasonable **effort** has been made **by the Board** to avoid such redundancy.
 - 2) **If a Teacher is** declared redundant for reasons other than specified in (1) above **such a** declaration of redundancy **can only** occur **after** every **reasonable** effort has been made **by the Board to** avoid **such** redundancy.

9:11 **RECALL RIGHTS**

- a) The **Board** shall maintain a "Recall List" of Teachers who are declared redundant.
- b) **Any** Teacher whose contract **has** been terminated in accordance with the provisions of redundancy shall benefit **from** the right of recall beginning **with** the date of notification of termination **and** for a subsequent period of **two (2) years** **from** the effective date of termination.
- c) No new Teacher will be hired **by** the Board for a position for which a Teacher with a right of recall is qualified, **as** specified below.

As probationary and/or permanent teaching positions become available, **they** shall be offered **to** the Teachers having a right of recall in reverse order of termination provided that the Teacher holds the **required** qualifications or becomes **qualified** prior to the **date** the position commences, **so that** the Teacher **having** the longest period of continuous service with the **Board** shall have the first opportunity to fill the probationary/permanent position.

In the event of identical seniority **and** qualifications the criteria **as** outlined in 9:10 b) iv) in the order listed shall be used.

- d) **When** a position **is being offered** to a Teacher on the recall list, they will be notified by telephone. Failing contact, the Federation shall be **notified** **and** that Teacher shall **have a period of 48** hours in which to accept or reject the available position.

All positions subject to the recall list, **becoming** available during July **and** August shall be **posted in the Board office** for **seven (7) working days** before they are filled. **Those** Teachers **who** are on the recall list shall be notified of **the** position by registered **mail** sent to the **Teacher's** last **address on file with the Board**. Such **notice** shall be **deemed to have been received on the fifth** day following the registration **of** the letter. The **Teacher(s)** shall **have two (2) days** from receipt of deemed receipt of **the** notice to make application for **the** position. Reference to days shall be exclusive **to Saturdays, Sundays** and statutory holidays. Notification of the revisions **to** the recall **list** will **then** be forwarded to **the** Teacher's Federation, including the list of occasional Teachers.

A teacher on a recall list must **keep** the **Board** informed **at** all times of his/her proper address **and** telephone number.

9:11 **RECALL RIGHTS** - continued

- e) If a Teacher on the recall list is on a long term occasional teaching contract of employment and a probationary/permanent teaching position for which he/she is qualified becomes available, such Teacher shall have the right of recall **to** the probationary/permanent position.
- f) Teachers whose contracts have been terminated and who have the right to be recalled shall accumulate seniority strictly for the purposes of continuous service and not teaching experience or retirement **gratuity**. (It is understood that accumulated seniority prior to termination shall, upon re-instatement, be reactivated for the purposes of **years** experience **on the salary grid and** entitlement **to** retirement gratuity.) Sick leave benefit shall be frozen at the date of termination of the Teacher's contract.
- g) A Teacher on the recall list **who** is unable to report for work **and** provides **satisfactory** medical or other evidence of **injury, illness** or other **reasons** acceptable to **the Board**, shall not lose recall **rights** during the currency of **these** rights.
- h) Subject to the provisions of paragraph 9:11 g) above, **Teachers** re-instated shall be granted full recognition of accumulated seniority **and** all rights and privileges **as** if their employment **with** the **Board** had not terminated.
- i) If a Teacher, whose contract **has** been terminated **effective** August 31st, in accordance with 9:10 b) iv), is recalled in September of the same **year**, said Teacher shall be granted full recognition of accumulated **seniority and** all **rights** and privileges **as** if his/her employment **with** the Board had not been terminated.

9:12 **PREPARATION TIME**

Preparation time ~~September~~ 1, 1996 up to and including August 31, 1998:

Full time Teachers - minimum 240 minutes per **six day** cycle.

Part time Teachers (teaching **at least half-time**) - minimum 120 minutes per **six day** cycle.

9:13 **PERSONNEL FILES**

- a) A Teacher shall, upon request to the appropriate Board Official, have access to his/her personnel file in the presence of a **Supervisory** Officer or other person(s) designated **by the** Director of Education.
- b) A Teacher ~~shall~~, upon request to **the** appropriate **Board** Official, have access to his/her school personnel file at a mutually agreeable time.
- c) The Teacher **has** the right to receive a copy of **any** document contained in the file.
- d) If **the** Teacher disputes the **accuracy** of completeness of the information in the files, the appropriate **Board** Official *shall*, upon ~~written~~ request **by** the Teacher stating **the** alleged inaccuracy, either ~~confirm~~ the accuracy of the information in the file or amend **the** information.
- e) Where **the** information is amended under (d) above, the appropriate Board **Official** shall notify all persons **who** received ~~a report~~ based **on the** ~~inaccurate~~ information.
- f) Where the information is not amended under (d) above, the Teacher shall have **the** right to a ~~written~~ rebuttal **to** the alleged inaccuracy.
- g) Any reports of **a** disciplinary nature shall be removed **from the** file **after** a four **(4)** year period, provided **further** disciplinary action **has** not been taken **against** that Teacher during **the** four **(4)** year period.

ARTICLE X

JOB POSTINGS: VACANCIES AND PROMOTIONS

- 10:01 When a new position of responsibility is created by the Board, the **salary** and additional allowance for such a position shall be arrived at through negotiations ~~with~~ the authorized representatives of the Teachers' Federation before the new position is advertised or ~~an~~ appointment is made.
- 10:02 Subject to **any** legislation **as** a result of the extension of full funding, Teachers employed by the Board shall be given priority when applying for new or vacant positions.
- 10:03 a) Subject ~~to any~~ legislation **as a** result of the extension of full funding, when **a** teaching position in the elementary panel is ~~made~~ available for which a responsibility allowance is designated, **the** position will be posted at **least** ten (10) teaching **days** in all elementary ~~schools~~ under the jurisdiction of the **Board** before the position is **filled** and **before any external advertising is made**.
- Where **such** a position ~~becomes~~ available in the secondary panel **and has been posted** in the secondary schools **under the** jurisdiction of the **Board** for 10 days, the position shall be posted in the elementary schools under the jurisdiction of the **Board**.
- b) The above postings shall state **minimum** qualifications **as** determined by the **Board** and the applicable responsibility allowance for the position concerned.
- 10:04 All applications within the elementary system **and** applicants who **fall** within the class described in 9:10 c) ii) who meet the **minimum** qualifications **for** the above posted positions shall be **granted an** interview.
- 10:05 a) Subject ~~to any~~ legislation **as a** result of ~~the~~ extension ~~of~~ full funding, **positions which are to be filled by** promotion or new positions or classifications shall be posted **at** least ten **(10)** teaching **days** in all elementary schools under the jurisdiction of ~~the~~ Board before the position is advertised in **any** other way and before ~~the,~~ position ~~is~~ filled.
- b) **Any** teaching position which becomes vacant or a new position created subsequent to the 10th teaching **day** in September need not be posted for the school year, but must ~~be~~ posted in **May** to **take effect** the following September.

JOB POSTINGS: VACANCIES & PROMOTIONS - continued

- 10:05 c) **Any** of these positions filled by Teachers **from** outside the elementary system shall be posted in **May** in all elementary schools for ten (10) teaching days for available transfer in the following school **year** at which time all elementary teaching **staff within** the jurisdiction of the Board may apply.
- 10:06 a) **Teaching** positions, other **than** those of positions of responsibility, resulting **from resignations**, pupil enrolment growth, system expansion or voluntary transfers, shall be posted in all elementary schools under the jurisdiction of the **Board** for a period of ten (10) **working days from the** date of posting, prior **to the** position being filled. Subject to subsection (c) **below**, elementary Teachers applying for **these** positions shall be given **an** equal opportunity to be heard and every consideration by the person to **whom** the application is directed or his/her representative.
- b) The Board shall determine the minimum **qualifications** for the position or assignment posted.
- c) All **applicants** within **the elementary system who** meet the minimum qualifications for **the** above posted positions shall be granted **an** interview before the position is filled.
- d) All applicants **within** the elementary system shall have ten (10) working days following **the date** of posting to apply for **the** above posted positions. The posted **positions shall** be filled **as soon as** possible after **the** interview process is completed.
- e) The person to whom **the** application is made shall notify the applicants of the decision made.
- 10:07 In the event of **any** conflict between the provisions of **this** Collective Agreement **and the** provisions of **any** legislation with respect to the extension of full funding, **the** provisions of such legislation shall **take** precedence **over** the provisions of **this** Collective Agreement.

In witness whereof the Board and the Teachers have caused this Agreement to be signed in their respective names by their respective representatives this 19 th day of December 1996.

**THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD**

**ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES**

J. H. Maxwell

Quinn Buchanan

Michael Brennan
Paul O'Connell

THE ESSEX COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD

ELEMENTARY TEACHERS' SALARY GRID - EFFECTIVE AUGUST 31, 1996 - AUGUST 31, 1998 - ANNEXE A

<u>YEAR</u> <u>EXP.</u>	<u>LEVEL D</u>	<u>LEVEL C</u>	<u>LEVEL B</u>	<u>LEVEL A1</u>	<u>LEVEL A2</u>	<u>LEVEL A3</u>	<u>LEVEL A4</u>
0	29 139	30 100	31 060	32 021	34 111	37 403	39 790
1	30 905	31 924	32 943	33 962	36 060	39 498	41 894
2	32 675	33 753	34 830	35 907	38 003	41 595	43 978
3	34 445	35 581	36 716	37 852	39 941	43 690	46 078
4	36 209	37 403	38 596	39 790	42 372	45 781	48 172
5	37 983	39 236	40 488	41 740	43 835	47 871	50 268
6	39 758	41 069	42 379	43 690	45 781	49 966	52 362
7	41 519	42 888	44 256	45 625	47 576	52 062	54 455
8	43 294	44 721	46 149	47 576	49 665	54 156	56 554
9	45 064	46 550	48 035	49 521	51 615	56 253	58 641
10	46 833	48 377	49 921	51 465	53 558	58 344	60 737
11						60 439	62 830
12						62 533	64 924

49

RESPONSIBILITY ALLOWANCE PLUS CATEGORY

<u>Vice Principals</u>	\$2 439	<u>Head Teacher</u>	\$841		
2 increments	\$ 994				
<u>Consultants</u>	0	\$1 751	<u>Co-ordinators</u>	0	\$3 519
	1	\$2 215		1	\$4 513
	2	\$2 676		2	\$5 493
					<u>Principals - Enroll.</u>
					\$75 784 0 - 299
					\$77 179 300+
<u>Degree allowance</u>	\$ 606	<u>Degree allowance,</u>	\$577	<u>Related Experience -</u>	\$ 374
<u>if necessary</u>		<u>additional only</u>			

LETTER OF UNDERSTANDING

RE: F.L.S. MINUTES

The board agrees to provide to each Branch Affiliate a current Board policy handbook, revisions, majority minutes and F.L.S. minutes.

**THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD**

**ONTARIO ENGLISH CATHOLIC
TEACHERS ' ASSOCIATION
REPRESENTATIVES**

J. H. Menard

Michael Brennan
Bob De

Kevin Bulech

LETTER OF UNDERSTANDING

RE: 9:07 NEGOTIATING COMMITTEE

It is agreed that the nine (9) members of the Branch Affiliate Negotiating Committee referred to in 9:07 b) ii) do not include the Unit President of O.E.C.T.A., the Chairperson, or the Chief Negotiator.

**THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD**

**ONTARIO ENGLISH CATHOLIC
TEACHERS 'ASSOCIATION
REPRESENTATIVES.**

J. Monahan

Brian B. [unclear]

Michael Brennan
Paul [unclear]

LETTER OF UNDERSTANDING

RE: ARTICLE 6:05

The Teachers state the granting by the Board of the amendment to Article 6:05 a) ii) providing for payment of benefit premiums in the case of a required adoption leave extending beyond 17 weeks will not be used as the basis for a future demand for a paid maternity leave.

**THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD**

**ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES**

J. Menard

Michael Brennan
Paul Dyer

Brian Paulsen

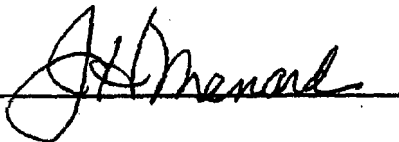
LETTER OF INTENT

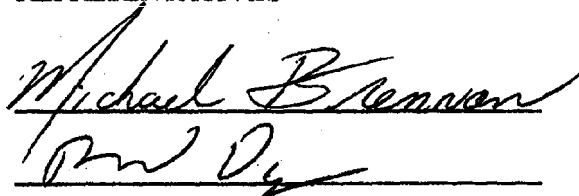
RE: QUALIFICATION EVALUATION COUNCIL OF ONTARIO CERTIFICATE
(Q.E.C.O.) PROGRAM 3

In the event that Q.E.C.O. Program 3 is phased out during the currency of this collective agreement, the Board agrees to meet with the Teachers to arrive at a mutually acceptable system of evaluating Teacher qualifications for the purpose of Article 3:01.

THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES







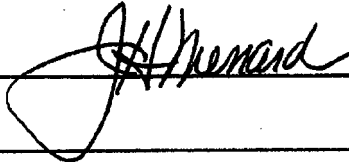
LETTER OF UNDERSTANDING

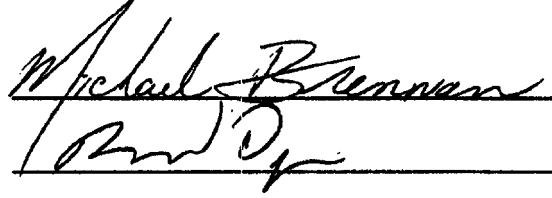
RE: CONTINUING EDUCATION TEACHERS

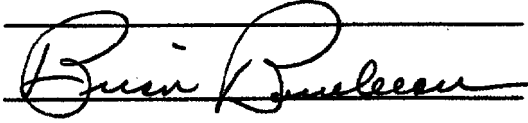
It is agreed by the Teachers and the Board that continuing education Teachers and summer school Teachers are not covered by the scope of this collective agreement, and that Management Clause D.1 of the collective agreement does not apply to such Teachers.

**THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD**

**ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES**







LETTER OF UNDERSTANDING

RE: 5:01 BENEFIT PLAN INFORMATION

It is understood that following a written request, the Board will make available to an authorized representative of the Teachers' Federation, copies of those portions of the Board policies relating to the extent of coverage, conditions, restrictions, etc. of benefits covered by the terms of the Collective Agreement.

**THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD**

**ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES**

J. Howard

Bruce Bulech

Michael Brennan
Paul De

LETTER OF UNDERSTANDING

RE: 9:04 SECRETARIAL SUPPORT

Should a reduction in secretarial services occur in a school, Teachers in that school will not be required to perform what may be characterized as clerical duties other than those which they currently normally perform as part of their teaching role.

THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES

J. Howard

Bruce Buchanan

Michael Brennan

Paul O'...

LETTER OF UNDERSTANDING

RE: 9:03 CLASS SIZE

During the term of this Agreement, the Board shall use its best efforts to maintain class sizes as close to the current average class sizes as possible.

**THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD**

**ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES**

J. Howard

Michael Brennan
Burl Owen

Paul Brennan

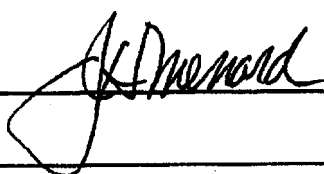
LETTER OF UNDERSTANDING



RE: 9:12 PREPARATION TIME

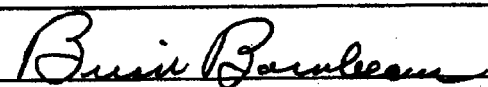
The Board agrees to instruct principals to schedule, in so far as is reasonably possible, the preparation time to Teachers under their direction, in periods of not less than 15 minutes at a time.

THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES





LETTER OF UNDERSTANDING

RE: 9:14 LUNCH TIME SUPERVISION

The Board recognizes the Teachers' concern regarding lunch period scheduling that gives a Teacher a lunch break which is for less than an uninterrupted 40 minute period. The Teachers recognize the scheduling problems which arise for the Board.

Therefore, the Board shall direct Principals to attempt to schedule, whenever possible, each Teacher in his/her school so that each Teacher is provided with a minimum of 40 minutes uninterrupted lunch time daily, providing such scheduling does not necessitate the hiring of additional staff or personnel.

THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES

J. A. Menard

Brian Rubeaux

Michael Brennan

Paul Dixon

LETTER OF UNDERSTANDING;

RE: SOCIAL CONTRACT TARGETS:

The parties agree that all increments withheld **during** the Social Contract period will be fully reinstated **as** of August 25, 1997 and that **no** retroactive payments shall **be** made in respect of such increment payments.

**THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD**

**ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES**

J. Monard

Brian Bussilean

Michael Brennan
Paul O...

LETTER OF INTENT

RE: 10:04 JOB POSTING QUALIFICATIONS

It is understood that the minimum qualifications as determined by the Board and as stated in postings, shall be consistent for similar positions or assignments.

THE ESSEX COUNTY ROMAN
CATHOLIC SEPARATE SCHOOL
BOARD

ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
REPRESENTATIVES

J. McEvoy

Michael Brennan
Burt O'Connell

Brian Bouchard

APPENDIX B

EXTENDEDHEALTHCARE

Extended Health **Care** coverage is designed to pick up where O.H.I.P. leaves **off as far as** a number of medical aids, services, and appliances. The terms **and** conditions of the master policy contract issued by Manulife **will** apply and **the** information **below** is intended to be a **summary** of coverages in the policy contract.

There are no deductibles applied to the items below and reimbursement is at 100% (unless otherwise specified) for reasonable and customary charges, provided they are deemed to be medically necessary. **In this** regard, some expenses require recommendation by your physician in **writing** before a claim will be considered.

1. Fees for Private **Duty Nursing** - services in the patient's home which can only be performed by an R.N., R.N.A., or a licensed practical nurse by virtue of his/her license to a **maximum** of \$10,000 per calendar year.
2. Rental or Purchase of Major Medical Equipment - such as **standard** wheelchairs, hospital beds, **oxygen** equipment and **other** equipment usually found **only** in hospitals. Must **also** be recommended in writing by a physician.
3. Prosthetic **Devices** - including artificial **limbs**, non-dental prostheses, **trusses**, braces, and crutches. The benefit percentage for myoelectric prosthetics is 80%. **Items** must be recommended in **writing** by a physician.
4. **Hearing** Aids - coverage for up to \$300.00 for any five consecutive calendar years.
NOTE: Items 2, 3 and 4 above **may also** be covered under O.H.I.P.'s "Assistance Devices Program" and **the** claim may have to be submitted to O.H.I.P. first for adjudication.
5. Orthopaedic Shoes - at 50% co-insurance **and** charges for Orthopaedic appliances prescribed by a licensed podiatrist with the latter maximum \$150.00 per calendar year.
6. **Other** Supplies - including the cost of ileostomy **and** colostomy supplies **and** cost of oxygen, **and** the cost of standard **syringes**, **needles**, and diagnostic **aids**, if required, for treating diabetes. **The cost of** automatic jet injectors and **similar** equipment is not a covered **expense**.
7. Paramedic Services - up to \$300.00 per calendar year per person including physiotherapist, **masseur/masseuse**, speech therapist, psychologist, chiropractor, osteopath, naturopath, and podiatrist. It should be **noted that some of these** services **are also** covered by O.H.I.P. **whose maximum** would have to be reached before claims would be considered under this Plan,

Appendix B - continued

8. Physicians' **Fees** - (above what O.H.I.P. pays) in a province other than the employees **province of residence**.
9. Diagnostic Services - including charges **for** microscopic and **laboratory tests**.
10. **Professional** Ambulance Services - to **and from the nearest** hospital which can provide the **needed** treatment. The **cost** of Air Travel on a commercial airline is **covered** when medically necessary.
11. Accidental Injury to Natural **Teeth** - the accident **must** be due **to a** force or blow external **to the mouth, and have** occurred while **the person** was insured for **this benefit**. **The** treatment **must** be **received or approved** for payment within **6 months** of the accident. Injuries due to biting or **chewing are not covered**.
12. Hospital Out-Patient Expenses - in **excess** of charges allowed under O.H.I.P.
13. Licensed Private **Hospital** - for **daily charges** up to \$10.00 for maximum of 120 days.
14. **Chronic Care Hospital** - up to **\$10.00 for a maximum** of 120 days per disability.

As a supplement to O.H.I.P. the **Plan** also includes Out-Of-Canada coverage **as** follows:

- a) Physician Fees - same as item **number 8** above.
- b) Hospital - services **and** supplies in excess of **charges** payable under **O.H.I.P.**
- c) Lifetime **Maximum** is \$1,000,000 for services rendered **on an** emergency or a **referral** basis. Referral **means specific written** request by **a** Doctor of Medicine located in Ontario, for necessary hospital **and** medical **services to be rendered outside of Canada provided the necessary service is not available in Canada**.

APPENDIX C

ManuAssist-World Travel Assistance Program (sometimes called Enhanced ~~Out-of-Canada~~ or Deluxe Travel Plan)

Expenses covered due to an emergency which arises during the first 60 days Out-of-Canada:

Return of Dependent Children

If your children are left alone because you have been hospitalized while outside Canada, ManuAssist will co-ordinate their return to Canada, with qualified escorts if necessary. Expenses of up to \$1,500 are covered.

Return of Travelling Companion

If your travelling companion has lost his or her travel ticket because of a delay caused by your illness, injury or death, ManuAssist will co-ordinate the return of one travelling companion to Canada. Benefit is cost to upgrade return ticket to economy airfare.

Visit of Family Member

If you are hospitalized for more than seven days while outside Canada, ManuAssist will co-ordinate round trip, economy class transportation of one immediate family member to where you are hospitalized. Expenses of up to \$1,500 are covered for commercial accommodation and meals incurred by your family member while visiting you.

Vehicle Return

If you are ill or injured and the decision has been made to return you to Canada, ManuAssist will co-ordinate the return of your vehicle to point of departure. Expenses of up to \$1,000 are covered.

Repatriation

In the event of death, ManuAssist will co-ordinate the necessary arrangements to have the remains returned to Canada. Expenses of up to \$5,000 are covered.

67