



COLLECTIVE AGREEMENT  
BETWEEN  
THE OTTAWA-CARLETON BOARD OF EDUCATION  
(Hereinafter called "THE BOARD")

AND  
THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION  
(Hereinafter called "THE O.C.E.T.F.")

Comprising Members of  
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

EFFECTIVE 1 SEPTEMBER 1998 to 31 AUGUST 2000




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#### ARTICLE 1 PURPOSE

- 1.01 It is the purpose and intent of the parties to set forth terms and conditions of employment and other related provisions to promote harmonious and mutually beneficial relationships between the Board and the Ottawa Carleton Elementary Teachers' Federation (hereinafter referred to as "O.C.E.T.F.:"/"Bargaining Unit") and to provide for procedures for prompt and equitable disposition of all matters in dispute which may arise between the parties.

#### ARTICLE 2 RECOGNITION

- 2.01 The employer being the Ottawa-Carleton District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union/Federation") as the bargaining agent for all teachers employed by the Board in its elementary panel save and except occasional teachers.
- 2.02 The Board recognizes that the Union/Federation has authorized O.C.E.T.F. to act on its behalf, as its agent, in all matters respecting the administration, interpretation and application of this agreement.
- 2.03 For the purposes of this agreement, the term teacher means a person certified by the Ontario College of Teachers employed by the Board to teach but does not include a supervisory officer, a principal, or a vice-principal.

#### ARTICLE 3 TERM AND SCOPE

- 3.01 This Collective Agreement shall be in force from 1 September 1998 to 31 August 2000 and shall remain in force and effect thereafter pursuant to the Labour Relations Act.
- 3.02 **Any** amendment to, or variation in procedures set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Board and the O.C.E.T.F.
- 3.03 The Agreement shall be a "Collective Agreement" for all purposes. Each of the parties shall make every effort to avert a breach of this Collective Agreement by any person governed by this Collective Agreement and in all respects will counsel members and representatives to abide by all terms or decisions made pursuant to or contained within this Collective Agreement

#### ARTICLE 4 STRIKES OR LOCKOUTS

- 4.01 The Board and the O.C.E.T.F. agree that there shall be no strike or lockout during the term of this Agreement, as those terms are defined by the Ontario Labour Relations Act.

#### ARTICLE 5 JUST CAUSE

- 5.01 No teacher shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause.

ARTICLE 6 RIGHTS AND RESPONSIBILITIES

- 6.01 Subject only to the specific terms, provisions and conditions contained in this Collective Agreement, and subject to the right of either party to lodge a grievance as set out in this Collective Agreement, the teachers and the Bargaining Unit recognize the right and obligation of the Board to manage the affairs of the Board in all aspects including, but not limited to, the following:
- (a) To hire, transfer, promote, demote or lay-off because of lack of work;
  - (b) To formulate and publish reasonable rules and regulations to be observed by teachers covered by this Collective Agreement;
  - (c) To plan and control the teaching programs of the Board, including but not limited to, the number of teachers to be employed, the number of students to be taught, school location and facilities, to plan for the retirement of teachers and, without limiting the generality of the foregoing, to carry out such other responsibilities of the Board which are not specifically abridged or amended or limited by the terms of this Collective Agreement and which are in compliance with the prevailing statutes governing education in the Province of Ontario.
- 6.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.
- 6.03 Teachers shall have the right to have O.C.E.T.F. representation present at any meeting held for the purpose of investigating a matter which may lead to disciplinary action or any subsequent disciplinary meeting(s).

ARTICLE 7- NO DISCRIMINATION

- 7.01 The Board and the O.C.E.T.F. agree that there will be no discrimination, interference, restriction or coercion exercised or **practiced** with respect to any teacher by reason of race, **color**, age, gender, sexual orientation, political or religious affiliation, marital status, family status, handicap, or membership in the O.C.E.T.F..

ARTICLE 8 O.C.E.T.F. COUNCIL REPRESENTATIVES

- 8.01 The O.C.E.T.F. shall notify the Board in writing of the names of the O.C.E.T.F. Council Representative and the Board shall recognize the O.C.E.T.F. Council Representative as being authorized by the O.C.E.T.F. to represent teachers in a particular school or workplace on behalf of the O.C.E.T.F. (Workplace Steward).
- 8.02 In order to conduct O.C.E.T.F. business, the Board shall provide the O.C.E.T.F. with access to the Board's internal mail services.
- 8.03 The Board shall provide to the O.C.E.T.F. Representative in each school or workplace access to a telephone in a private location and a photocopier provided expenses for long distance calls and photocopier costs are paid by the O.C.E.T.F.
- 8.04 The Board shall provide the O.C.E.T.F. Representative access to a bulletin board in each workplace for the posting of O.C.E.T.F. business and information for the O.C.E.T.F. membership.

- 8.05 The O.C.E.T.F. shall have access to its members for O.C.E.T.F. business at all schools and workplaces, and shall be provided with appropriate meeting space, at a time determined in consultation with the Principal.

#### ARTICLE 9 SCHOOL YEAR

- 9.01 The school year shall be as defined in the Education Act and the Regulations.
- 9.02 **Recognizing** that the Board shall make the final determinations, the school year calendar and the use of professional activity days will be established following consultation with the O.C.E.T.F.

#### ARTICLE 10 EXPERIENCE CREDIT

- 10.01 Effective 25 January 1999, the salary and allowances paid to any teacher shall be according to the schedules and procedures of this collective agreement.

For teachers on staff as of 31 August 1998, the calculation of experience credits according to this Article shall be only for experience acquired after 31 August 1998.

For teachers hired prior to 25 January 1999, previous experience shall be credited in accordance with the terms of the collective agreements with their previous employer Board, i.e. Ottawa Board of Education or Carleton Board of Education.

- 10.02 Credit for Previous Teaching Experience

For purposes of placement and progression of full-time and part-time teachers on the salary schedule, the following shall apply:

- (a) Part-time or full-time teaching experience gained in a day program within the school year while engaged as a teacher holding an Ontario Teaching Certificate, or its equivalent, or as a member in good standing of the Ontario College of Teachers, shall be credited by the Board in determining placement on the salary schedule, provided the employment was either with a School Board, or with other than a School Board, where the teacher taught a program of study similar to that taught in the Ontario elementary school system.
- (b) Experience credit under this section shall be granted on the basis of one month credit for each full month employed, with ten months constituting a full school year. A teacher must be employed for at least one-half of the available teaching days in a given month to gain credit for a full month's teaching experience for that month.
- (c) The only occasional teaching credited as experience shall be extended occasional teaching experience acquired in the same school year or the school year immediately preceding employment on contract with the Board. In addition, experience which has been previously by the Board for pay purposes shall also be credited as experience.
- (d) A teacher shall be credited with a full year of experience for purposes of progression on the grid, provided;

- j) A teacher has taught for the full year  
has been actively engaged in a teaching assignment under this Collective Agreement for the full year;
- ii) A teacher has been absent for an accumulated total of not more than one-half of the number of school days in the school year for reasons authorized by the Board, which shall include illness and pregnancy/ parental leave  
and  
has been actively engaged in a teaching assignment for the remainder of that particular school year;
- iii) A teacher has been absent for part or all of the school year at the specific request of the Director of Education or designate,
- iv) The teacher has been absent on leave granted with salary, such as secondments, sabbaticals, loans to DND, language training leaves and CUSO teaching assignments authorized by the Board.

Subject to Article 10.02 (b), the teacher shall be credited for all time during which he/she has been actively engaged in a teaching assignment with the Board.

- (e) In applying the above sections of this article, full-time teachers shall be credited with full-time experience, and part-time teachers shall have their experience credit pro-rated.
- (f) For purposes of progression on the salary grid, experience acquired with the Board shall be credited as of 31 August each year and shall be effective the following 1 September.
- (g) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.
- (h) Notwithstanding any provision of this article, no teacher shall accumulate continuous teaching experience with the Ottawa-Carleton District School Board by virtue of being on lay-off, leave of absence without pay, LTD of more than one-half of the school year.
- (i) In order to be credited with experience, acceptable proof must be provided by the

#### 10.03 Related Experience

Credit for related experience prior to or following certification may be granted, at the discretion of the Director of Education or designate, for a maximum of five (5) years of experience, not to exceed maximum salary for category, at the rate of \$200 per year. Related experience must be directly related to the teaching position for which hired and must be for the complete calendar or school year as appropriate to the type of experience. Related experience will be deemed to include teaching experience prior to certification.

10.04 **Increments**

The Board reserves the right to withhold the increment of a teacher whose work is inadequate as attested to by the Director of Education or designate, and the principal. The teacher shall be notified no later than 1 May in writing of the reasons for withholding the increment and at least three months prior to that date shall be given every reasonable assistance and encouragement to improve. While the year of experience when the increment was withheld shall not be counted in salary schedule payment, such action shall not affect accumulation of seniority or service for other purposes.

10.05 **Part-time Teachers**

- (a) Teachers currently employed on a part-time basis shall be considered for attainment of full-time status when full-time or part-time positions become available, prior to the consideration of teachers being newly employed by the Board, provided such teachers have registered their desire for full-time employment with the Board, in writing. Such requests shall be acknowledged by the Board in writing.
- (b) Part-time teachers covered by this Collective Agreement, shall be paid as per placement on the salary schedule, on the basis of the percentage of time spent in teaching.
- (c) Should a part-time teacher become a full-time teacher, the part-time experience shall be accumulated and the teacher placed on the salary schedule accordingly.
- (d) Part-time teachers who are directed by the Superintendent of School Services or designate to attend professional activity days, shall be paid at the daily applicable rate for the portion of the day that is beyond their regular teaching assignment.

ARTICLE 11 **DEFINITION CATEGORIES**

- 11.01 Each teacher who was **categorized** under the predecessor Board methods of categorization prior to 31 August 1998, shall by 30 June 1999 elect to retain such categorization or be placed in the appropriate category as determined by their QECO Statement of Evaluation. Teachers who fail to notify the Board by 30 June 1999 of their election shall be deemed to have elected QECO for the purpose of any future categorizations.
- 11.02 The Statements of Evaluation provided by QECO to individual members are the only statements acceptable for verification of category placement. These Statements of Evaluation shall be based upon the Teachers' Qualifications Evaluation Program 4.
- 11.03 A teacher who submits a copy of **his/her** QECO Statement of Evaluation to the Human Resources Officer (Academic) for a change in category placement shall receive the adjustment, as follows:
  - (a) If the statement is received between 1 September and 31 December, inclusive, the teacher's salary shall be adjusted retroactive to 1 September.
  - (b) If the statement is received between 1 January and 31 May inclusive, the teacher's salary shall be adjusted retroactive to 1 January.

- (c) If the statement is received between 1 June and 31 August, inclusive, the teachers salary shall be adjusted effective the following 1 September.

11.04 When a teacher, through no fault of his/her own, cannot provide the Director of Education or designate with acceptable proof before the above-mentioned dates, the retroactive adjustment shall be protected if notification of new qualifications and the attempts to establish his/her new category is provided before 31 December and 31 May. Such salary adjustment shall be withheld until acceptable proof is furnished to the Director of Education or designate by the teacher.

ARTICLE 12 SALARIES AND ALLOWANCES

12.01 Effective 1 September 1998 to 24 January 1999, the salary schedules and allowances in place shall continue to apply.

12.02 Teacher Salary Grid

Effective 25 January 1999, the following salary schedule shall apply to all elementary school teachers:

Years	A	Ultimate A	A1	A2	A3	A4
0	31,556		33,421	34,622	36,822	38,077
1	33,563		35,418	36,804	39,233	40,748
2	35,568		37,415	38,983	41,636	43,416
3	37,600		39,412	41,163	44,046	46,086
4	39,633		41,412	43,348	46,453	48,758
5	41,656		43,409	45,529	48,861	51,424
6	43,689		45,406	47,709	51,269	54,098
7	46,036		47,402	49,892	53,679	56,766
8	47,746		49,403	52,072	56,089	59,437
9	47,949		51,403	54,254	58,495	62,109
10	49,850		53,399	56,438	60,900	64,779
11		53,399				

12.03 Allowances

Effective 25 January 1999, the following schedule for allowances shall apply.

- (a) Post Graduate Degree Allowances:
- (i) Teachers currently holding masters or doctorate degrees will have their post graduate allowance grand parented effective 25 January 1999.
  - (ii) Effective 25 January 1999, no new hires will receive post graduate allowances.
  - (iii) Any teachers currently enrolled in a program leading to a master's degree or doctorate and who will have met all of the requirements for the degree prior to 31 December 1999 shall be entitled to and will receive an allowance at the following rates:

Master's Degree           \$ 500.00



Doctoral Degree \$1,000.00

Only one degree allowance (the higher) shall be paid to a teacher.

- (b) Administrative Designate allowance \$2,000
- (c) Head Teacher at Fitzroy Harbour School \$ 874
- (d) Information Technology Consultant \$5,500

#### 12.04 Professional Development Allowance

- (a) The board shall pay a Professional Development Allowance to the O.C.E.T.F. in the amount of \$19.00 per FTE entitlement so as to include:
  - the number of staff-generated by Article 26;
  - “overlays” as may be determined;
  - special assignment teachers, program consultants and Co-ordinators who are members of the Bargaining Unit.

A cheque shall be issued no later than 1.5 October representing nineteen dollars per FTE entitlement staff, and the O.C.E.T.F. shall submit a written report and general accounting of funds to the Board annually on or before 30 June.

- (b) In addition to the above, the Board shall allocate for each school year a Professional Development Allowance to each school in the amount of ten dollars (\$10.00) per FTE entitlement to pay primarily for release time and subsequently may be used for transportation and other conference related expenses.

#### 12.05 Travel Allowance

- (a) When a teacher, while on official Board business, is required to operate a private vehicle, that teacher shall be reimbursed at the rate which is determined by the Board as written Board Policy.
- (b) Upon receiving a written request from a teacher, together with the necessary income tax form, the Board will complete the employer’s portion of the document, to be used for income tax purposes to show the amount of mileage allowance paid the teacher by the Board for the calendar year.
- (c) Reasonable expenses incurred while attending conferences, conventions, etc., as approved by the Director of Education or designate, shall be paid in accordance with Board policy.

### ARTICLE 13 METHOD OF PAYMENT DEDUCTIONS

- 13.01 For the 1998/99 school year, teachers who were employed by either predecessor Board on 31 December 1997 shall continue to be paid on the schedule which applied to them under the applicable collective agreement. Newly hired teachers shall be paid in accordance with the former practice which applied to the majority of the teachers in their school location.
- 13.02 Effective 1 September 1999, all teachers who are entitled to salary and allowances for the full school year shall be paid in the following manner:

- . An initial pay on the first Friday in September, or the first school day, whichever comes first,
- . a second pay no later than the second Friday in September, and
- . subsequent bi-weekly payments.

Each of these payments shall be 3.85% of annual salary. A final payment will be made on the last school day in June in an amount required to take the total of the above payments and the final payment to 100% of salary.

**13.03** Each installment shall be deposited in a financial institution with a computerized system compatible with that used by the Ottawa-Carleton District School Board.

13.04 All teachers not entitled to their full annual salary and allowances by virtue of late hiring, resignation, retirement or any leave of absence without pay, including pregnancy or parental leave without pay, shall have their salary and allowances calculated on the basis of the number of days which they have worked, or for which they received paid sick leave, in proportion to the total number of school days in the school year.

All teachers whose salaries require adjustment due to errors or omissions or changes in crediting of experience or qualifications shall have the schedule of payment adjusted. Any adjustment of over or underpayment shall be paid for the period of the school year in which the error is discovered.

Subject to the provisions of Article 10, those teachers who during the school year have submitted documentation of category or experience change or other qualifications change involving a pay adjustment shall receive the adjustment on the pay immediately following notification of salary change to the payroll department. In the event that the deadline for an alteration to payroll for the pay period has passed, the adjustment shall be made in the next pay.

13.05 Newly hired teachers will be paid at A-1, year 0 until documentation is complete, Adjustments shall be retroactive.

13.06 Deductions- General

- (a) Teachers' Pension Plan, Income Tax, Canada Pension Plan, Employment Insurance premiums, Benefits and Self Funded Leave Plan deductions shall be made on a pro-rata basis from each pay.
- (b) Benefit Plan premiums for July and August shall be deducted from the final pay in June and the first pay in September, respectively.
- (c) Any teacher may request the Board to make deductions for the following items:
  - i) Ottawa Carleton Education Credit Union
  - ii) United Way
  - iii) Canada Savings Bonds
  - iv) Additional deductions will be made if required by law,

13.07 Federation Dues and Assessments and Local Levies

Provincial Federation dues and assessments and any O.C.E.T.F. levies shall be deducted in the following manner:

- (a) Effective 1 September 1998, the Board shall deduct, for every pay period and for each teacher, Provincial Federation dues and assessments (Maximum of two (2) deductions per month for teachers on bi-weekly pay system). Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario by the fifteenth (15th) day of the month following the dues and/or assessments being deducted. The amount of dues and/or assessments may be altered no more frequently than twice yearly provided the O.C.E.T.F. notifies the Board no later than 31 August or 31 December. The change shall be effective as of the first pay in September and January respectively.
- (b) The payment shall be accompanied by a dues submission list showing the names, wages earned, and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.
- (c) Local levies, as stipulated in writing by the O.C.E.T.F. and ratified at the O.C.E.T.F. Annual General Meeting, shall be deducted from teachers' salaries and remitted to the O.C.E.T.F. by the fifteenth (15th) day of the month following the levies being deducted. The amount of levies may be altered no more frequently than twice yearly provided the O.C.E.T.F. notifies the Board no later than 31 August or 31 December. The change shall be effective as of the first pay in September and January respectively.

1 3 . 0 8 O n t a r i o

- (a) The Board shall deduct on a pro-rata basis from the **first** three (3) bi-weekly pays of the calendar year, the annual fee levied by the Ontario College of Teachers
- (b) For the 1999 Ontario College of Teachers fee, the Board shall deduct as follows:
  - for former CBE teachers: as per (a) above;
  - for former OBE teachers: from the January pay.

13.09 The Board shall provide each teacher with a "Payroll Deduction Schedule" by the second pay date.

ARTICLE 14 BENEFIT PLANS

14.01 From 1 September 1998 to 31 March 1999 the Group Insurance and Health Plans provided by both predecessor collective agreements shall remain in effect including the Board's share of premium costs and participation requirements.

14.02- Group Insurance and Health Plans

Effective 1 April 1999 the following Group Insurance and Health Plans are available in accordance with procedures as required by the Insurance Policies to all full time and **part-time** teachers.

Any change in the procedures in effect at the time of signing the Collective Agreement shall not have the effect of increasing the limitations on the eligibility of teachers to participate in the plans.

- (a) Group Life Insurance (compulsory) providing \$45,000 coverage. Accidental Death and Dismemberment Insurance (compulsory) providing \$15,000 coverage.

Teachers who were previously entitled to Group Life Insurance providing coverage of 3 times salary may elect to continue that coverage under the Group Life plan at the same amount, with the teacher paying 100% of the difference in the premium above the \$45,000 coverage. Teachers who elect not to continue this higher coverage shall forfeit their right to continue this coverage.

- (b) Health Insurance, (including Vision care at \$200/2 years) (compulsory, optional to teachers covered by a spouse employed by the Board).
- (c) Dental Care Plan (compulsory, teachers covered by a spouse employed by the Board are exempted) to provide check-ups once every nine (9) months.

Basic Plan (includes Caps and Crowns- \$1,200 annual maximum), plus 50% co-insurance for:

- (1) Major Restorative Services- (\$1,300 annual maximum per insured person);
- (2) Orthodontic Services (\$1,000 annual maximum per insured person).

ODA Schedule-On 1 January of each year the previous year's ODA schedule will be in effect.

- (d) Optional Term Life up to \$300,000 for teacher/spouse and up to \$25,000 for dependent children. The teacher shall pay 100% of premium cost.
- (e) Optional Accidental Death and Dismemberment Insurance of up to \$250,000 for the teacher, up to half of the teacher's insured amount for the teacher's spouse and up to \$250,000 for family coverage, all of which can be obtained in \$5,000 increments. The teacher shall pay 100% of premium cost.

Teachers employed as of 31 March 1999 who were covered by the benefits provisions in the collective agreement between the Ottawa Board of Education and the Branch Affiliates of the Federation of Women Teachers' Association of Ontario and the Ontario Public School Teachers' Federation and who elected not to enrol in the optional benefits provided for under the group health and dental plans in the applicable collective agreements, shall continue to be exempted from the mandatory enrollment requirement for the major medical and dental plans offered under this collective agreement. These teachers shall not be required to **enroll** in the major medical and dental plans under this collective agreement.

However, if at any time, a teacher elects to enrol in any of these plans (either single or family level coverage) during the annual open enrollment period or is required to enrol as a result of the teacher no longer being covered by another benefit plan, it is understood and agreed that the teacher shall forfeit his/her exempt entitlement with respect to that particular **benefit** plan and must thereafter remain enrolled, at least at a level of single coverage, in accordance with the provisions in this collective agreement.

Except where otherwise expressly stated, and subject to 14.03 and 14.06, the Board shall contribute 87.5% of premiums.

#### 14.03 Eligibility for Benefits

All teachers shall be eligible for the benefit plans in accordance with Article 14.02 and the applicable policies.

Teachers who are covered by this agreement and who are employed on less than a full-time basis shall be eligible for benefits listed in Article 14.02 and the Board shall pay the prorated cost in the same ratio as the part-time employment bears to full-time employment, with the Teacher paying the balance. Notwithstanding the above, part-time teachers entitled to receive full Board contributions (87.5%) based on status of 0.5 or more as of 25 January 1999, shall continue to be entitled to full contributions as long as the teacher continues to teach half-time or more.

#### While on Leave

Teachers absent on leave with pay, including paid sick leave, or O.C.E.T.F. administered LTD, will continue to be covered by benefits, with the Board contributing its portion of premiums.

Teachers absent on authorized leave without pay may continue to participate in benefits during the period of such leave provided the teacher pays the entire cost of premiums quarterly or annually in advance.

Teachers absent on a Teacher-Funded Leave will have benefits (including O.C.E.T.F. administered LTD) continued as provided for under the terms of Article 22.

#### 14. Positive Enrolment

Compulsory positive enrolment will ensure that the co-ordination of benefits is correctly administered by the health, vision care and dental insurer. Positive enrolment will apply to any teacher enrolled in family health, vision or dental coverage.

As required by the insurance carrier under Positive Enrolment, the following information or information of a similar nature will be required to be submitted to the insurer:

- (a) effective date of coverage of teacher;
- (b) level of coverage;
- (c) teacher name, date of birth, and teacher identification number;
- (d) name of spouse (as defined by the policy), date of birth and whether the spouse has Employer health, vision care and/or dental coverage, and if so, on a single or family basis, name of spouse's Employer, plan or policy number, name of insurer;
- (e) for each eligible dependent child as defined by the policy, name, date of birth, and whether the child is a full time student, or disabled and incapable of self-sustaining employment.

Dependent claims will not be processed until the insurer receives the required information. The insurer must be informed of any changes to the dependent information within 31 days of the change.

14.05 Long Term Disability Insurance

The parties recognize the O.C.E.T.F. Administered LTD Plan and agree there shall continue to be cooperation between the Board, the Plan Administrator and the Policy Holder in the administration of the plan.

Long Term Disability Insurance is compulsory to new and existing enrolled members. Teachers shall pay 100% of the premium cost.

14.06 Benefit Plan Policies

The Board will provide the Bargaining Unit with all portions of insurance policies relevant to its membership upon receipt of a written request to do so. The Board undertaking to provide these copies is subject to the availability of the information from the insurer (excluding LTD).

The Bargaining Unit undertakes to provide the Board with the relevant portions of any policy or policies it may enter into on its own behalf upon receipt of a written request from the Board to do so. This undertaking is also subject to the availability of the information from the insurer.

14.07 Benefits Review Committee

There shall be a Benefits Review Committee comprised of two representatives for the Board and two representatives for the O.C.E.T.F. to review benefit plan levels and performance. The Committee shall meet quarterly.

The O.C.E.T.F. will meet with Board representative(s) as per the Terms of Reference of the Benefits Review Committee.

The terms of reference, shall be reviewed annually by the parties, taking into account any recommendations made for change by the committee.

14.08 The O.C.E.T.F. will meet with Board representative(s) to develop a protocol to address **LTD/sick** leave overpayments- past and future.

ARTICLE 15 LIABILITY INSURANCE

15.01 The Board shall provide liability insurance protection for teachers covered by this collective agreement and make available to O.C.E.T.F. upon request the portion of policies providing for such protection.

ARTICLE 16 FINANCIAL LIABILITIES

16.01 (a) Unless otherwise specifically stipulated within the provisions of this Collective Agreement, the Board's financial liabilities in respect to benefits as set out in Article 14 shall be limited to payment of premiums as stipulated in this Collective Agreement.

This clause does not release the Board from liability for errors in procedures or administration.

- (b) If a member encounters difficulty in the application of any portion of the Benefit Plans, the O.C.E.T.F. and/or the member may request and receive from the Board written clarification of the carrier's position.

#### ARTICLE 17 SICK LEAVE

##### 17.01 Sick Leave Account

The Board shall administer a sick leave plan and maintain a sick leave account for each teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each teacher as of the commencement of the school year and the number of days of sick leave credited and used thereafter.

##### 17.02 Transfer of Credits

A teacher who previously has been employed by this Board, a predecessor Board, another Board, or a municipality or local Board as defined in the Municipal Affairs Act which operated or operates a cumulative sick leave plan, shall be credited with all sick leave credits accumulated therein whether or not there has been any intervening period of unemployment or non-teaching or teaching employment up to the maximum accumulation permitted.

##### 17.03 Sick Leave Credit Accumulation

- (a) (i) On the first day of each school year a full-time teacher shall be credited an allowance of twenty (20) days sick leave and for the purposes of the plan, unused sick leave days shall be accumulated and carried forward from year to year to a maximum of 340 days. The sick leave credits for each teacher will be carried forward to the District School Board from the boards in existence prior to 1 January 1998.
- (ii) Notwithstanding Article 17.03 (a) i), teachers under contract as of 25 January 1999 with more than 340 days of accumulated sick credits shall have their total sick leave credit balance transferred to the new plan.
- (b) A teacher shall not earn sick leave credits in any month in which the teacher did not work and was not paid for at least one half of the working days in the month. Teachers on leave of absence with pay, including sick leave, will continue to be eligible for the allowance of sick leave.

##### 17.04 Pro-rated for Part-Time

Each teacher on part-time assignment employed at the commencement of or during a school year or each full-time teacher who commences work after the start of the school year shall be credited with the number of full school days of sick leave equivalent to 10% of the time the teacher is required to perform the duties and discharge the responsibilities of the teaching position involved. The total credit shall be given at the beginning of the school year or assignment.

##### 17.05 Account Debited

The sick leave account for each teacher shall be debited one day for each day of absence due to illness.

17.06 Death of a Teacher

Where a teacher dies on the first day of a school year or at any time thereafter, during the school year, the crediting of sick leave which has been accumulated shall remain and shall not be decreased as a result of the teacher's death.

17.07 The Board retains the right to:

(a) Require a medical certificate within two months of an absence for:

- (i) More than three (3) consecutive days absence;
- (ii) More than ten (10) days absence in any school year,

and

(b) Have the teacher examined by a doctor, to be selected by the Board, following consultation with the teacher as to the doctor to be selected.

The purpose of an examination by a doctor is to determine the fitness of a teacher to continue actively in his/her position, but no doctor or teacher shall be required to violate the confidentiality of the doctor/patient relationship.

The parties recognize that the Board may withhold payment for sick leave where the teacher will not permit compliance with the above requirements.

(c) The cost of the certificate will be borne by the Board.

17.08 Statement of Sick Leave Credits

Teachers will be provided annually with a statement of sick leave credits in September, indicating the balance as at the end of the previous school year. It shall be the individual teacher's responsibility to review the statement and advise the Board of any errors or discrepancies in the statement within 30 days of receipt.

ARTICLE 18 RETIREMENT GRATUITY PLAN

Eligibility

18.01 A teacher who meets any of the following conditions shall be entitled to a retirement gratuity:

- (a) Retires and is eligible to receive benefits under the Teachers' Pension Plan.
- (b) Retires from the profession or resigns to accept employment with an employer other than an employer defined in the Education Act, after ten (10) years with the Board or predecessor Boards; or
- (c) Retires **from** the profession for reasons of health problems which prevent the teacher from continuing in the teaching profession and is not eligible for any benefits under the Long Term Disability Plan.



Note: When a teacher resigns and intends to retire from the profession, the gratuity payment shall be made within thirty (30) days following the effective date of resignation, or upon such date within twelve (12) months following the date of resignation which is mutually satisfactory to the teacher and the Board.

18.02 A teacher shall not be entitled to a Retirement Gratuity who:

- (a) Resigns for any reason, but who does not retire from the profession;
- (b) Resigns with the concurrence of the Board to avoid dismissal for cause;
- (c) Is dismissed for cause or has his/her contract terminated except for reasons as stipulated under the redundancy sections of this agreement.

18.03 Proof of Retirement

Proof of application to the Teachers' Pension Plan for a pension or a refund will be accepted as proof of retirement. In the event of ill health, a doctor's statement and proof of application for refund or pension from the Teachers' Pension Plan Board will be accepted as proof of retirement.

18.04 Death of a Teacher

In the event of the death of any teacher either before or after retirement, having ten (10) years service or more with the Board, and who at the time of death had not received the full benefits of the retirement gratuity, the gratuity or the balance thereof shall be paid to the estate of the teacher or designated beneficiary.

18.05 Formula

The retirement gratuity referred to above shall be calculated as follows:

$$\frac{\text{Number of Years of Service (Maximum 20)}}{20} \times \frac{\text{Annual Salary of Teacher}}{2} \times \frac{\text{Number of Days Accumulative Sick Leave at Retirement (Maximum 200)}}{200}$$

In no case shall the gratuity exceed 50% of the teacher's salary rate at the time of retirement or resignation.

18. ~~Part-Time Teachers~~ Part-Time Teachers

The number of years of service for part-time teachers is calculated as being equal to the number of years with the Ottawa-Carleton District School Board, or its predecessor Boards, credited for teaching experience.

18.07 Payment

All benefits provided for under Article 18.05 shall be paid in full within one year of the teacher's retirement or in a manner which is mutually satisfactory to the teacher and the Board.

18.08 Salary

“Salary” shall be construed as meaning gross salary including allowances at the time of retirement.

“Salary” for the purpose of determining the Retirement Gratuity for a teacher on leave shall be according to those in the published salary schedule including allowances adjusted according to the full timetable or the partial timetable status of the teacher for the school year immediately preceding the year(s) of leave.

ARTICLE 19 LEAVES OF ABSENCE WITH PAY

19.01 General Conditions

Leaves of absence with pay will be granted subject to the following conditions:

- (a) Continuation of salary and benefits entitlements;
- (b) Without deduction of sick leave credits;
- (c) A teacher on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
- (d) The Superintendent of Human Resources may request acceptable evidence verifying the need for the absence.

19.02 Compassionate Leave

Teachers shall be granted leave with pay in the following circumstances:

- (a) Up to five (5) days in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, a person in a direct in loco parentis relationship or a person with whom the teacher resides or resided;
- (b) Up to three (3) days in the event of the death of any of the following: grandparent, brother-in-law, sister-in-law, uncle, aunt, nephew, niece;
- (c) Up to one (1) day to attend the funeral of a close personal friend;
- (d) Up to three (3) days in the event of the serious illness of a spouse, child, parent to arrange for alternate care.

Additional leave without pay may be granted by the Principal in extenuating circumstances.

19.03 Examinations for Professional Development

The Board shall grant a leave of absence for writing an examination to improve professional qualifications, when such examination cannot reasonably be scheduled outside the teacher's normal working hours.

19.04 **Religious Holy Days**

Leave shall be granted by the Director of Education or designate, without loss of pay, for **recognized** religious holy days. (Maximum of three (3) days in any one year).

19.05 **Quarantine**

Leave shall be granted in any **case** when, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties.

19.06 **Court Leave**

Leave of absence shall be granted to a teacher who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in court or other legal proceeding to which the teacher is not a party or one of the persons charged provided the teacher pays to the Board any fee, exclusive of traveling allowances or living expenses, that the teacher receives.

19.07 **Professional Activities/Community Service**

- (a) Leave of absence shall be granted for professional activities authorized by the Principal.
- (b) Leave of absence may be granted for community service at the discretion of the Principal and subject to the approval of the Superintendent of Schools.

19.08 **Personal Leave**

- (a) Up to three (3) days of personal leave shall be granted in any school year by the Principal, for matters of urgent or essential personal business.
- (b) In extenuating circumstances, up to two (2) additional days leave without pay may be granted by the Principal.

19.09 **Injury on Duty Leave**

A teacher who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace **Insurance Act** and who reports such injuries immediately in accordance with procedures established by the Board, shall be granted Injury on Duty Leave with pay for the period of absence to a maximum of **fifty** (50) working days for any one (1) incident. The Board shall retain the amount paid under the Workplace Safety Insurance Act and, if requested to do so, the teacher shall sign a direction to this end.

Beyond **fifty** (50) working days, the provisions of the Workplace Safety Insurance Act **apply**.

#### 19.10 Negotiating Committee Leave

Up to six (6) members of the O.C.E.T.F. Negotiating Team shall be released for time spent in negotiating meetings with the Board, provided negotiations continue in a mutually acceptable manner. The Board will pay the incurred costs for up to three (3) Occasional Teachers as required, with the O.C.E.T.F. agreeing to reimburse the Board for any additional costs incurred for Occasional Teachers to replace members of the Negotiating Team.

#### 19.11 Local Federation Leave

(a) Officers of the O.C.E.T.F.

Officers of the O.C.E.T.F., including the Chairperson of the Collective Bargaining Committee, who are employed by the Board shall, on application to the Board, be granted leave. Leaves of less than a full school year shall be subject to Board approval. O.C.E.T.F. shall notify the Board prior to 31 May as to its intent respecting the above and the names of possible incumbents and formal application for leave shall be filed with the Board prior to 15 June for the following school year. The O.C.E.T.F. shall reimburse the Board for the salary and benefits of the Teacher(s) granted this leave.

(b) Elected Members of the O.C.E.T.F.

Members of O.C.E.T.F. elected to Federation positions at the local level may be granted short term leaves of absence to perform local Federation business. Where such leave is not granted, the Superintendent shall provide written reason(s) to the Federation. Such leaves shall be approved by the Executive of O.C.E.T.F. prior to notification to the Board. O.C.E.T.F. agrees to reimburse the Board for the costs of Occasional Teachers for all such leaves.

#### 19.12 Provincial Federation Leave

- (a) Members of the O.C.E.T.F. elected or selected to Union/Federation positions at the Provincial level may be granted short term leaves of absence (to a maximum of five [5] days per occasion) provided that the Union/Federation pays the Occasional Teacher costs to the Board.
- (b) Members of the O.C.E.T.F. elected to Provincial Union/Federation office which is full-time shall be granted a leave without pay, on a secondment basis, if requested, coinciding with the school term or year as applicable.
- (c) Members granted leave under the provisions of Article 19.12 (a) and (b) shall continue to accumulate seniority and teaching experience during the period of leave.

#### 19.13 Professional

- (a) The Board shall grant up to ten (10) days leave per school year for programme preparation for the O.C.E.T.F. Professional Development Day. These ten (10) days may be used by the Chairperson or individual members of the Professional Development Committee upon the written request of the O.C.E.T.F. President to the Superintendent of Human Resources. In any unusual circumstances, the Superintendent may grant additional days. The O.C.E.T.F. will reimburse the Board for the costs of any necessary Occasional Teachers.

- (b) **O.C.E.T.F.** will notify the Superintendent of Human Resources of all absences under Article 19.13 above.

ARTICLE 20 **LEAVE OF ABSENCE WITHOUT PAY**

20.01 **General**

**The** Board may grant a leave of absence without pay of one school year, with possible annual extensions to teachers after the completion of two (2) years of continuous employment with the Board. A request for a leave of absence shall not be unreasonably denied. Applications for leave are to be made in writing to the Superintendent of Human Resources. In unusual personal circumstances, including requests with an identified educational value, the Director of Education or designate may grant such leaves of absence for periods of less than one school year. Notwithstanding the granting of any such leaves the teacher shall be subject to the transfer, placement and redundancy procedures of this Collective Agreement.

20.02 It is agreed that when a teacher requests in writing a leave of absence without pay the Director of Education or designate shall give the decision in writing.

20.03 Changes in terms of a leave of absence under this Article may be made only by mutual consent of the teacher and the Board, must be in writing and must conform with the requirements of this Collective Agreement.

20.04 **Extensions**

- (a) Normally not more than two such extensions will be granted on request.
- (b) In extenuating circumstances, additional extensions may be granted.

20.05 Where an extension beyond those in 20.04 a) results in a reduction of redundancies, such leaves shall be granted on the basis of seniority.

20.06 **Return From Leave**

On the expiration of such leaves of one (1) year or more and subject to the transfer, placement, lay off and recall procedures of this Collective Agreement, the teacher shall resume his/her former standing in respect to salary and benefits and with seniority determined according to Article 25.04. The Director of Education or designate shall place him/her in a position within the elementary school system comparable to his/her former position provided the teacher notifies the Board in writing no later than 1 April of his/her intent to return for placement for the following September.

20.07 In extenuating circumstances, the requirement to resume duty may be waived on the written request of the teacher and with the written consent of the Board.

20.08 **Failure To Return From Leave**

In respect to leaves granted under this article, failure of the teacher to return at such time as has been stipulated when the permission to be absent was granted may be considered a breach of employment contract and may lead to immediate termination of employment.

20.09 Benefit Provisions

All benefits, excluding LTD, held by a teacher at the commencement of a leave without pay may be continued during such authorized leave by the teacher with the teacher paying all premium costs by pre-authorized debit. Such coverage normally will be extended to a maximum of one year with further extensions arranged through the Board.

20.10 Leave to Seek Political Office

Leave without pay may, at the discretion of the Director or designate, be granted to a Teacher seeking political office.

ARTICLE 2 1 JOB SHARING

**General**

21.01 The Board agrees that two teachers, neither of whom have been declared redundant, may choose to share a particular single teaching position and its attendant timetable for a school year provided the following requirements are met.

21.02 Job sharing may take the form of sharing on a time basis approved by all parties involved.

21.03 Process

- (a) Prior to 1 March, the Board shall prepare and post a notice in each elementary school detailing the availability and application process for job sharing.
- (b) At least one of the teachers proposing a shared year must be assured of a full-time position which will be available to share in the applicable year.
- (c) Application shall be made to the Director of Education or designate on or before 1 April in the year prior to entering the plan. By agreement of all parties, this date may be waived. Permission to share a teaching position may only be granted by the Director of Education or designate.
- (d) At the time of granting of the leave, agreement in writing shall be reached on the date of return to full-time teaching. The date may be extended by mutual agreement between the teachers and the Board.
- (e) Subject to the approval of the appropriate Superintendent(s) of School Services the proposed sharing arrangement shall be considered only upon written recommendation of the Principal(s) involved, and the Superintendent shall be assured to his/her satisfaction that the sharing arrangements result in the continued functioning of all duties involved in a position.
- (f) Written acceptance or refusal of the application by the Board with explanations shall be forwarded to the teachers by May 1 in the same school year the request was made.

21.04 Job Sharing Conditions

The following conditions shall apply during and following the year of sharing the position as indicated:

- (a) The salary paid to each teacher shall be a pro-rated portion of the salary he/she would earn as a full-time teacher for the applicable year. The pro-ration shall be in accordance with the division of duties of the full-time position and shall be agreed upon by the teachers concerned and the Director of Education or designate before permission is granted.
- (b) A teacher in the job sharing plan shall have **his/her** salary, benefits as per Article 14 and sick leave credits pro-rated in relation to what he/she would receive as a full-time teacher.
- (c) The teacher shall have the option of contributing the difference between the amount of benefits paid by the Board and the amount that would have been paid had the teacher remained full-time.
- (d) Experience credit for shared year for salary purposes in the application of Article 10 in succeeding years shall be pro-rated in the same proportion as determined in (a) above.
- (e) Seniority shall continue to accumulate for each teacher participating in the plan.
- (f) In the year following the job share, the teacher whose position was shared shall have the right to their full-time position subject to the Surplus, Transfer, Lay Off and Recall provisions of the Collective Agreement.

#### ARTICLE 22 TEACHER-FUNDED LEAVE PLAN

The parties agree to maintain the Plan as outlined in Article 22 to reflect Revenue Canada Regulations as amended from time to time. The Board agrees to provide the details of the Plan (e.g. forms, salaries and deductions) to teachers on request.

##### 22.01 General Terms Terms and Conditions

The Board agrees to make leaves of absence, without pay, available to enable teachers to participate in a plan operated and administered by the Board, whereby teachers may take a one year leave of absence with **full** accrual of seniority, with continuation of benefits, and with an arrangement of pay providing for distribution of pay over a set number of years provided:

- (a) A leave of absence under this plan will normally be granted to a teacher whose absence would aid in retaining on staff a teacher who would otherwise be declared redundant for the same school year. Leave of absence will only be granted upon the written recommendation of the Director of Education or designate.
- (b) Broad latitude will be exercised in considering such leaves.
- (c) The Board shall be responsible for funding, accruing and distributing any monies required to permit the averaging of income by the teacher.

The payment of salaries, benefits and teachers' pension plan contributions shall be such that the Board is not required to pay more money than it would have paid for the period(s) of active employment.

#### Application Process

- 22.02 (a) Applications must be received by 31 January of each year with deductions commencing the following September.
- (b) Applicants will be notified of acceptance or rejection by 1 March of the year of application.
- 22.03 If there are more applicants for leave under this plan for any one leave year than can be accommodated or are required to offset redundancy, selection shall be made by the assignment of random numbers provided such selection does not adversely affect staffing in which case selection shall be determined by the Director of Education or designate, based on staffing needs.

#### 22.04 Year of Absence

The teacher remains employed by the Board during the year of absence, but is free to pursue whatever activity is decided on by the teacher, except teaching under contract with another Board, in which case prior permission must be obtained from the Ottawa-Carleton District School Board.

#### Funding Arrangements

- 22.05 A percentage of gross salary as designated by the teacher in the application for leave will be deducted by the Board on a per pay basis for a specified number of years, with the year of leave to be taken in the following year.
- 22.06 The Board shall establish an account with the Ottawa-Carleton Credit Union for each teacher selected to participate in the plan. The plan will be designated "Account # \_\_\_\_\_ Ottawa-Carleton District School Board, in trust for (teacher's name)".
- 22.07 The salary remaining after deductions will be paid to the teacher in accordance with the provisions of the Collective Agreement.
- 22.08 Adjustments in the amount of deductions from salary, to be designated to the Credit Union as per the Memorandum of Agreement, may be made in the months of January and September.

Such adjustments may, under some circumstances, be accompanied by a request for the advancement or deferral of the year of leave. Applications for adjustments in deductions and/or in the year of leave must be approved by representatives of the Board and the O.C.E.T.F.

#### 22.09 Deferral of Leave Year

If, for any reason, the Board finds it necessary to cause deferral of the year of leave, normally for one year, the teacher shall have the option to:

- (a) leave the accrued monies in the plan and arrange for an alternate year of leave, or;
- (b) withdraw from the plan in accordance with the procedures outlined herein.



#### 22.10 Death of the Teacher

If the teacher dies prior to receiving the full amount of deferred income, the Board or Credit Union as applicable according to the designation of the account, shall, upon receipt of the required legal consents and releases, pay the remaining portion of accumulated salary, plus accrued interest, less required deductions, to the executors or administrators of the estate in one (1) or two (2) lump sums as may be requested by them.

#### Withdraw From the Plan<sup>Plan</sup>

- 22.11 A teacher may withdraw from the plan up to 15 March of the year prior to the leave year, by application to the Board.
- 22.12 Subsequent applications for withdrawal in the year preceding the leave shall be granted and the teacher placed in a position in the system, unless such placement requires the termination of a probationary teacher, or the placement of a teacher on the Recall list. In this event, the teacher may be required to take the leave as previously agreed upon. Urgent, extenuating reasons for withdrawal may be considered by the Director of Education or designate.
- 22.13 Upon withdrawal **from** the plan, the accumulated amount of deductions for the plan, plus accrued interest, will be paid to the teacher by the Board or Credit Union, as applicable according to the designation of the account, in one (1) or two (2) lump sums on dates determined by the teacher, subject to Revenue Canada regulations. The same conditions of repayment shall apply to teachers who:
- (a) are laid off prior to the year of leave, or;
  - (b) leave the employ of the Board prior to the year of leave.

#### 22.14 Dispensing of Funds

Under the plan the Credit Union will not dispense funds deposited under the plan without prior written **authorization** of the Director of Education or designate.

#### 22.15 Specific Terms And Conditions

Specific terms and conditions of this plan are available from the Human Resources Officer (Academic), Human Resources Department.

### ARTICLE 23 PREGNANCY/PARENTAL/ADOPTION/PATERNITY LEAVE

#### 23.01 Pregnancy

Pregnancy leave of up to seventeen (17) weeks shall be granted in accordance with the Ontario Employment Standards Act upon written request provided that:

- (a) the teacher has been employed by the Board for at least thirteen (13) weeks preceding the expected date of birth,
- (b) the teacher provides a doctor's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of pregnancy leave;

- (c) the teacher notifies the Board as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave.

#### 23.02 Parental/Adoption Leave

- (a) In accordance with the provisions of the Ontario Employment Standards Act, a teacher who has been employed by the Board for at least thirteen (13) weeks will be entitled to parental/adoption leave without pay of up to eighteen (18) weeks.
- (b) A teacher who has been granted a pregnancy leave shall be granted parental leave upon written request received at least two (2) weeks prior to the date the leave commences. The leave must begin immediately upon termination of the pregnancy leave unless the child has not yet come into care, in which case the leave must commence within thirty-five (35) weeks of the child's coming into care.
- (c) Where pregnancy leave has not been taken, a teacher may, following the birth of the teacher's child or an adopted child coming into the custody, care, and control of the parent for the **first** time, take parental/adoption leave upon written request at least two (2) weeks prior to the date the leave commences. The teacher is required to provide documentation verifying the birth or adoption of the child prior to the leave being granted. Parental/Adoption leave taken in these circumstances must be taken within thirty-five (35) weeks of the child's birth or of the child coming into custody, care and control.
- (d) A teacher may return to work prior to conclusion of the leave period of eighteen (18) weeks provided the teacher gives to the Board at least four (4) weeks written notice of the day on which the leave is to end.

#### 23.03 General Provisions for Pregnancy/Parental Leave/Adoption Leave

- (a) Crediting of experience for salary placement purposes shall continue according to the provisions of Article 25 of this Collective Agreement during any term of pregnancy and/or parental/adoption leave.
- (b) Seniority shall continue to accumulate in accordance with the seniority provisions of this Collective Agreement.
- (c) The Board agrees to continue to pay the Board's portion of benefit plan premiums during the pregnancy, parental/adoption leave provided the teacher agrees to pay the teacher's portion of premiums.
- (d) At the discretion of the Board, pregnancy, parental/adoption leave may be granted to a teacher who has not been employed with the Board for thirteen (13) weeks or the stipulated period required by the Act.
- (e) Sick leave under Article 17 will only apply prior to and subsequent to pregnancy and/or parental/adoption leave.
- (f) Sick leave credits shall accumulate for the teacher during the time of pregnancy or parental/adoption leave.

- (g) Where a teacher has been granted pregnancy, parental/adoption leave of less than one school year (to a maximum of 35 weeks), whether that leave falls within the same school year or extends into the next school year, the teacher shall return to the same or a comparable position within the same school, unless otherwise mutually agreed or required by surplus, lay off and recall procedures.

23.04 Leave of Absence following Pregnancy/Parental(Adoption) Leave

A leave of absence without pay beyond the pregnancy, parental/adoption leaves may be granted by the Board for up to three years. The total period of leave for Pregnancy, Parental/Adoption and/or leave without pay shall not exceed thirty-six (36) months for the birth or adoption of each child. An extension of the leave may be granted to accommodate the return of the teacher to the system at a natural break in the school year. However, where a subsequent birth or adoption of a child occurs prior to the teacher returning from an existing leave, the leave granted for the subsequent birth or adoption shall be limited to the pregnancy/parental leave required by the Ontario Employment Standards.

All other provisions related to leaves of absence without pay shall apply to leaves granted under this paragraph.

23.05 Paternity Leave

Up to two (2) days leave with pay shall be granted in any one school year by the Principal. Such leave may be granted on any day in the period beginning with the day of admission and ending with the day of discharge of the mother from the hospital. Where the birth does not occur in a hospital, the leave of up to two (2) days may be taken to embrace the time of birth. Where complications associated with the birth arise, the father may apply for leave in addition to the two (2) days of Paternity Leave.

ARTICLE 24 -PREGNANCY/ADOPTION SUPPLEMENTARY EMPLOYMENT BENEFIT (SEB) PLA

- 24.01 The Board will provide a pregnancy/adoption leave EI SEB Plan for the two week waiting period under the Employment Insurance (EI) Act of 95% of the teacher's normal weekly earnings.
- 24.02 A teacher on pregnancy leave or adoption leave who applies for and is in receipt of E.I. benefits will be entitled to receive \$75.00 per week for the next fifteen (15) weeks.
- 24.03 In the event that more than one parent is employed by the Board, only one parent taking adoption leave will be entitled to SEB plan payments as provided for in this article.
- 24.04 No payment shall be made for any periods during which the teacher is not otherwise entitled to earn pay.

ARTICLE 25 SENIORITY

25.01 Definition

Seniority is defined as the total continuous years or fractions thereof of elementary teaching experience with the Ottawa-Carleton District School Board, or on contract with the former Carleton Board of Education and its predecessor Boards, or on contract with the former Ottawa Board of Education and its predecessor Boards, in a day program within the school year since the most recent date of hire.

~~25.02~~ Determination of Seniority Ranking ~~Ranking~~

- (a) Ten (10) months employment in a day program within the school year shall constitute one (1) year; one (1) month shall constitute one-tenth (1/10) of a school year. No more than one (1) school year may be counted for any 1 September to 31 August period.
- (b) Teachers who transfer to the elementary panel from the secondary panel shall be deemed to have, at the time of transfer, zero (0) years of continuous elementary teaching experience for purposes of seniority calculation for this Collective Agreement.
- (c) All elementary school teachers employed by the Ottawa-Carleton District School Board in a day program will accumulate seniority at the same rate.

25.03 Tiebreakers

Where seniority is equal the ranking shall be determined by the following, with a higher ranking being awarded to the teacher who:

- (a) has a greater number of years of credited non-continuous elementary teaching experience with the Ottawa-Carleton District School Board and the former Carleton Board of Education and its predecessor Boards or the former Ottawa Board of Education and its predecessor Boards;  
  
and where that is equal
- (b) has a greater number of years of credited continuous experience with the Ottawa-Carleton District School Board and the former Carleton Board of Education and its predecessor Boards or the former Ottawa Board of Education and its predecessor Boards;  
  
and where that is equal
- (c) has a greater number of years of credited non-continuous experience with the Ottawa-Carleton District School Board and the former Carleton Board of Education and its predecessor Boards or the former Ottawa Board of Education and its predecessor Boards;  
  
and where that is equal

- (d) has a greater number of years of credited continuous teaching experience with Ontario accredited Boards;  
and where that is equal
- (e) has a greater number of years of credited accumulated non-continuous teaching experience in an elementary or secondary school as **recognized** by the Board for pay purposes;  
and where that is equal
- (f) as determined by lot which shall be a computer generated random number.

25.04 **Seniority Lists**

- (a) No later than 1 March of each year the Board shall publish a seniority listing of all members of the Bargaining Unit showing seniority as of the end of the current school year. A copy of this listing shall be sent to the O.C.E.T.F.
- (b) As of the same date the Board shall publish seniority listings of all members of the Bargaining Unit in each school showing the relative seniority of members of the Bargaining Unit at each school as of the end of the current school year and this listing shall be sent to each school. Each school's seniority list shall be posted in the school on the day it is received.

25.05 **Corrections and/or Amendments**

The O.C.E.T.F., or any teacher, shall notify the Board through the Human Resources Department no later than 15 April of any corrections and/or amendments required to these seniority listings. Except for clerical and/or typographical errors, the seniority ranking outlined in the above lists shall be deemed to be correct for all purposes of the procedures which make use of a seniority measurement.

25.06 **Seniority Accumulation During Absence**

Teachers on leave authorized by the Board shall be credited with seniority according to the following:

- (a) Teachers on any form of leave where pay is continued by the Board shall continue to accumulate seniority regardless of the length of leave.
- (b) Leaves granted to teachers to perform elected duties with the O.C.E.T.F. or with the Union/Federation at the Provincial level shall continue to accumulate seniority regardless of the length of leave.
- (c) Teachers on leave without pay, including pregnancy/parental leave, leaves for illness (including LTD), shall be considered to have remained in the employ of the Board, but shall only accumulate seniority for the first **two** years of each leave.
- (d) Teachers on lay-off shall retain seniority standing following lay-off retroactive to their initial date of hire if the recall occurs at any time during the school year or is effective for the **first** day of the following school year.

ARTICLE 26 STAFFING AND WORKING CONDITIONS

26.01 The Board and the O.C.E.T.F. agree that there shall be no ongoing staffing obligations beyond 30 June 2000.

The Board and the O.C.E.T.F. agree to initiate staffing negotiations in the Spring of 2000 prior to the initial allocation of staff to schools.

26.02 For the 1998/99 school year, the number of FTE teachers shall not be less than 2842.80.

26.03 Basic Staff Entitlement (BSE)

(a) Basic Staff Entitlement (BSE) shall be defined as the ratio:

$$\frac{\text{ADE (Average Daily Enrollment)}}{25}$$

“Average Daily Enrollment” shall be calculated in accordance with the Education Act and Regulations.

(b) The BSE shall be allocated to the elementary schools by means of a staff allocation model as determined by the Elementary Staffing Committee in accordance with Article 26.07.

(c) In the event the average class size maximum currently defined in the Education Act Act is amended, the divisor used to calculate the BSE shall be amended accordingly by the same amount.

26.04 Additional Staff Entitlement (ASE)

In addition to the total number of positions generated by the Basic Staff Entitlement (BSE) as determined in Article 26.03, the following additional staffing provisions shall apply:

(a) Preparation Time for BSE Staff

$$\text{BSE} \times .153$$

(b) Program Areas

$$x = \frac{\text{A D E}}{1000}$$

- (i) Special Education including Preparation Time: 3.5X
- (ii) ESL/ESD including Preparation Time: .85X

26.05 The Board shall continue to allocate additional equivalent full-time teaching positions on a discretionary basis based on Board budget decisions and provincial funding.

#### 26.06 Working Conditions

- (a) Each teacher on a full-time assignment shall be assigned 200 minutes preparation time within each period of five (5) instructional days. Where possible the preparation time shall be allocated in blocks of 20 minutes or greater. Preparation time shall be pro-rated for teachers with less than a full-time assignment.

Part-time teachers shall be allocated preparation time on a pro rata basis.

- (b) Every teacher shall receive a lunch period of not less than forty (40) consecutive minutes free from any duties.
- (c) A teacher who is assigned teaching duties at two (2) or more locations on the same day shall be excused from supervision duties during the lunch period.

#### 26.07 Elementary Staffing Committee

There shall be an Elementary Staffing Committee comprised of the following:

- up to three (3) representatives of the Board
- up to three (3) representatives of O.C.E.T.F.

Additional representatives may be invited to attend as resources to deal with the specific subject matters under discussion. Each party shall bear the cost, if any, associated with the attendance of these additional representatives.

The Parties agree that the Elementary Staffing Committee shall be governed by the principles of fair and equitable allocation of staff. The Parties further agree to jointly develop a staff allocation model and all factors therein for the 1999/2000 school year.

#### 26.08 Resource Person

In addition to the Elementary Staffing Committee, a teacher will be released full-time (1.0) from his/her full-time teaching duties to serve as resource to the committee. The primary responsibilities assigned to the resource person shall be to support the committee with respect to the completion of the duties described below in Article 26.09, and, where time permits, perform other related elementary staffing duties as may be assigned by the Superintendent of Human Resources.

If the position becomes vacant, the position shall be posted within the elementary panel. The interview committee will include an equal number of O.C.E.T.F. and Board representatives, and will be responsible for selecting the successful applicant.

#### 26.09 Mandate

The Committee shall make recommendations to the Director of Education with respect to the following:

- (a) The design, use and operation of the elementary school staffing model.
- (b) The allocation of staff for each elementary school based on staffing entitlements and **enrollments** in accordance with Articles 26.01 to 26.05 above. The initial allocation shall be based on the annual predicted ADE and will take place in accordance with Article 27.

- (c) The existing practices in all schools with a view to ensuring consistent working conditions within the system including supervision and preparation time assigned to staff.
- (d) The fairness and equitability of teaching assignments within a given school, as monitored through a Working Conditions Survey. Issues arising from the survey results will be addressed jointly by the members of the Elementary Staffing Committee.
- (e) In order to assist its deliberations, the Elementary Staffing Committee may request and shall have access to such information as enrolment data, school organization charts, and statistical data related to teaching assignments and preparation time.

ARTICLE 27 SCHOOL ORGANIZATION

- 27.01 Initial total staff allocations for each school shall be distributed by the Board to each Principal not later than the second Monday in April.
- 21.02 Prior to designing a tentative school organization each Principal is obliged to schedule in advance and hold meeting(s) with staff for the purpose of eliciting staff input re: school organization, and to advise each individual teacher of his or her assignment, for the following school year, or reorganization and any assignment changes during the school year, as the case may be.
- 21.03 The proposed organization or reorganization arrived at following this consultative process is subject to the approval of the appropriate Superintendent of School Services. This tentative organization, including assignments, shall be presented to and discussed at a staff meeting no later than April 30.
- 27.04 Following receipt and approval of the tentative school organization the Board shall provide the O.C.E.T.F., not later than the first Monday in May, with:
  - (a) a list of known vacancies as of the following 1 September;
  - (b) the number of teaching positions which are projected to exist as of the next 1 September;
  - (c) a list of the names of teachers requiring placement for the next school year.

ARTICLE 28 TRANSFER AND PLACEMENT

28.01 General

- (a) The following types of transfer and placement are provided for **under** this article:
  - Reassignment from one teaching position to a position at another location for which the teacher is qualified and capable;
  - Direct exchange of teaching assignments between two or more teachers at different schools;



- Voluntary transfers and/or exchanges effected at the request of the teacher(s) concerned;
  - Transfers required to meet program needs and/or caused by enrollment changes;
  - Placement of teachers returning to the system.
- (b) Accommodation will be made for teachers with limitations in accordance with the Ontario Human Rights Code Section 17.(1) and supported by a doctor's certificate where deemed necessary.
- (c) Teachers who apply for a teaching position and accept the position shall be bound to the commitment made except by mutual consent of the teacher and both principals.

Transfer and Placement Process

28.02 Vacancies

- (a) Vacancies created as the result of a new school opening shall be advertised prior to List 1.
- (b) Not later than the first Monday in May the Board shall provide to each school principal a list of known vacancies which will exist in the system as of next 1 September. The vacancy lists will be posted in the schools at the time stipulated on the vacancy list. List 1 shall be posted for not less than 10 school days. List 2 shall be posted for not less than 4 school days. List 3 shall be posted for not less than seven (7) school days.
- (c) Where a teacher has been selected for a vacancy, that vacancy shall be considered filled and the teacher's former position, in turn, shall be declared vacant and posted as a vacancy when possible. All qualified applicants will be interviewed provided such interviews can be accommodated within the time available by the publishing of vacancy lists. Where an applicant is not granted an interview, the Principal will provide the applicant with reasons in writing.

28.03 Eligibility

All teachers in the bargaining unit, including those returning from leave of absence and those requiring placement because of surplus situations, may apply for vacancies published by the Board.

28.04 Seniority Transfer and Placement Process

- (a) Only Seniority Transfer and Placement Process I requests (no right of refusal if transfer effected as requested) will be considered following the posting of the first system wide vacancy list and interviews referred to in Article 28.02 have occurred. It is understood that such requests will be considered on the basis of seniority, qualifications, and teacher preference for geographical area and subject/grade level. It is further understood that Seniority Transfer and Placement Process I requests will not be actioned where performance concerns exist.
- (b) All remaining Seniority Transfer and Placement Process I requests will, at the teacher's request, be actioned as Seniority Transfer and Placement Process 11 requests.

28.05 Placement of Teachers Returning from Leave and Unassigned to Positions

Following the vacancy list process, the Board shall place teachers who are unassigned to positions and who are qualified and capable to fill available positions. Such teachers will be tentatively assigned to vacancies of positions held by the least senior teachers, subject to the above. Placements shall be confirmed no later than 19 June.

28.06 Placement Process for Subsequent Vacancies

Subject to the placement of teachers who are declared redundant, remaining vacancies will be filled according to the following preferential procedure:

- (a) A teacher who has been required to transfer **from** a school shall have the right to return to a vacancy in his/her original school prior to 25 August.
- (b) A teacher who has been required to transfer to a different program shall have the right to return to a vacancy in his/her original program prior to 25 August.
- (c) Teachers who have submitted written application for vacancies prior to 25 June, and have been placed by the Board pursuant to Article 28.05, will be considered for the vacancies prior to 25 August.
- (d) Other teachers who have submitted written application for vacancies prior to 25 June pursuant to Article 28.07 will be considered for the vacancies.
- (e) Teachers who have filled part-time permanent positions and who have signified in writing an interest to be considered for full-time positions, will be considered prior to new hires.

The above considerations and placements in respect of Articles 28.06 and 28.07 are premised on the Board's ability to contact the teachers concerned by telephone or courier, to which the teacher must respond within forty-eight (48) hours.

28.07 -Voluntary Transfers

Voluntary transfers shall be considered during July and August and during September with respect to Article 28.05 providing the teacher has declared his/her interest in writing and such notification has been received by the Board no later than 25 June, and there is an opportunity for interviewing, if required.

28.08 Staffing Imbalances

- (a) Staffing imbalances due to particular schools which are under-staffed or over-staffed may exist after the beginning of the school year.
- (b) Normally, staffing imbalances will be corrected by voluntary transfer,
- (c) In order to further encourage voluntary transfers and to address the staffing imbalances, voluntary transfers will be considered from those who have declared interest pursuant to Article 28.09.

Where such considerations do not result in a correction of the staffing imbalances, the most junior teacher(s) from the over-staffed school will be transferred by the Board provided they are qualified and capable.

- (d) Notwithstanding the provisions of Article 28.08, the Board may also request teachers in other schools to transfer in order to minimize major physical relocation of teachers.
- (e) In applying Article 28.08, the Board shall make every reasonable effort to maintain a part-time teacher's morning or afternoon assignment within a school unless the teacher requests a change. In the event such a change is required, it shall not be effected until there has been a meeting held between the teacher and the principal for the purpose of discussing all of the implications of the reassignment at least two (2) days prior to the actual reassignment. A teacher may choose to have the appropriate supervisory officer and a representative of the O.C.E.T.F. attend the meeting.

#### 28.09 Vacancies During the School Year

When the Board determines there is a teaching vacancy which arises during the school year, and for which a bargaining unit teacher is required, this vacancy will be posted. Any subsequent vacancies that arise because of the filling of the initial teaching vacancy will not be posted.

#### 28.10 Transfers Throughout School Year

Where circumstances dictate that a teacher should be reassigned during the school year, but specifically prior to 1 May, the Board shall have the right to undertake such reassignment of the teacher to correct the situation. In all such cases the teachers involved will be consulted before the transfers are effected. A teacher may choose to have the appropriate supervisory officer and a representative of the O.C.E.T.F. attend the meeting.

#### 28.11 Redundancy Notification

- (a) On the 15<sup>th</sup> day of June, or the teaching day immediately preceding, teachers who have not been assigned to a regular teaching position, or who have been displaced by a more senior teacher, will be notified of possible redundancy in writing and a copy of such notification will be sent to the O.C.E.T.F.
- (b) Teachers who have received notification of termination due to redundancy may apply for leave under the provisions of Article 19, in order to attend job interviews.

#### 28.12 (a) The Board may fill vacancies including hiring or transferring teachers for positions:

- i) For which there are no teachers who are qualified and capable,
  - ii) For which there are no teachers who are willing to undertake the necessary additional training and who accordingly would become qualified and capable.
- (b) No teacher shall be transferred either permanently or temporarily should such transfer place an elementary teacher in a position of redundancy.

28.13 Teacher Exchanges

- (a) Where a teacher wishes to exchange teaching assignments, that teacher shall declare an interest by submitting a request in writing to the Board no later than 15 January preceding the school year in which the exchange will take place.
- (b) The Board shall compile all such requests and send copies to each school principal for posting no later than 15 February.
- (c) Exchanges will be confirmed on or after 30 April to be effective at the commencement of the next school year, subject to surplus and redundancy procedures.

28.14 Placement of Teachers in a Board Office Assignment

Subject to the transfer, surplus and redundancy provisions of this Collective Agreement, Teachers in a Board Office assignment shall have the right to return to his/her original school at the end of the first year of the assignment provided such a desire is indicated in writing to the Board no later than 15 March of that year.

ARTICLE 29 INTERPANEL EXCHANGE

- 29.01 Voluntary exchanges between panels by teachers may be effected by the Board for a period of up to two (2) school years.
- 29.02 With all exchanges, seniority, experience, salary and all benefits shall continue to accumulate or remain in force as stipulated by the Collective Agreement covering the teacher prior to the exchange (or as stipulated by a renewal of this collective agreement).
- 29.03 Prior to the implementation of an interpanel exchange, the exchange shall be discussed with the President of the O.C.E.T.F.
- 29.04 Subject to the transfer, surplus and redundancy provisions of this Collective Agreement, the teacher shall have the right to return to his/her original school at the end of the first year of his/her exchange provided he/she indicates such a desire in writing to the Board no later than 15 March of that year.

ARTICLE ~~PROBATIONARY PERIOD~~ PERIOD

- 30.01 Teachers hired prior to 31 December 1998 shall serve a probationary period consisting of:
  - (a) one year if the teacher has at least three years prior teaching experience under contract in Ontario; or
  - (b) two years if the teacher has less than three years of prior teaching experience under contract in Ontario or less than two years if the evaluation process has been completed.
- 30.02 Teachers hired on or after 1 January 1999 shall serve a probationary period of one year.

- 30.03 In the event of a break in active service of more than 20 consecutive teaching days or 40 non-consecutive teaching days, the principal may extend the probationary period provided for in 30.01 or 30.02 by the length of the absence(s).

ARTICLE 3 1- ACTING VICE-PRINCIPAL POSITIONS

3 1.01 Acting Vice-Principals

- (a) Upon the recommendation of the appropriate Superintendent of School Services a teacher may be appointed to a position of acting vice-principal for a period up to a school year and shall have the right to return to the bargaining unit at the conclusion of that period.
- (b) An acting vice principal will be considered to be on leave from the O.C.E.T.F. and will be subject to the terms and conditions of employment for vice principals during the period of time for which the teacher is in the acting vice principal role.
- (c) An appointment to an acting vice-principal position shall not result in additional duties or workload for other bargaining unit members

3 1.02 Acting Pay Vice-Principals

- (a) Upon the recommendation of the appropriate Superintendent of School Services, a teacher may be appointed as an "acting pay" vice principal to replace an absent vice principal.
- (b) The teacher shall continue to be subject to all terms and conditions of the Collective Agreement, including dues deduction.
- (c) Once the teacher has completed 20 days in the acting pay assignment, the teacher shall be eligible to receive the minimum salary for a Vice-Principal retroactive to the day on which the teacher was assigned the additional responsibilities.

ARTICLE 3.2 L A N D R E C A L L

- 32.01 A redundancy shall arise where a teacher has been identified as excess to the requirements of the system based on staffing entitlements.

32.02 Notice of possible lay-off

On or before 15 June of each school year, the Board shall issue a notice in writing to the O.C.E.T.F. as to whether the total number of teachers employed exceeds the total number of teachers required for the ensuing school year.

- 32.03 When the total number of teachers employed exceeds the total number required, then the notice required in 32.02 shall include the name of every teacher who may be laid off.

32.04 Order of Lay-off

Teachers shall be laid off in reverse order of seniority subject to qualifications. For clarity, lay-off may be full or partial.

32.05 Individual Notice

On or before 15 June, every teacher who may be laid off shall be given written notice stating the effective date and the reasons therefore.

32.06 Recall

A teacher who has been laid off shall have:

- (a) the right to be recalled on the basis of seniority for a period of 24 months and to be assigned to a position for which the teacher is qualified or can reasonably be expected to become qualified before the teacher is required to return;
- (b) the right to continue to participate in one or more of the benefit plans, provided the teacher on lay-off pays the total premium cost of such plans.

32.07 A teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.

32.08 A teacher who chooses not to accept recall shall lose the right of recall.

32.09 A teacher may elect to not be placed on the Recall list and to receive a Severance Payment equal to the following:

Years of Service	% of Annual Salary/Allowances
1	
2	12.5%
3	15.0%
4	17.5%
5	20.0%
6	22.5%
7	25.0%
8	27.5%
9	30.0%
10	32.5%
11	35.0%
12	37.5%
13 or over	40.0%

32.10 Part-Time Teachers

Teachers who were on part-time assignment at the time they were laid off shall have right of recall equivalent to part-time assignments only.

32.11 Right of Refusal

Teachers shall have the right to refuse assignments which are less than their entitlement without losing their right of recall.

ARTICLE 33 ACCESS TO INFORMATION

33.01 Personnel Files Access

A teacher shall have access during normal business hours, or such other times as may be arranged, to the personnel files and records that relate to the teacher. Such access shall be granted upon reasonable prior notice and in the presence of a supervisory officer or other person(s) designated by the Director of Education.

33.02 A teacher shall receive a copy of any documentation placed in his/her file which contains information which may be detrimental to the teacher.

33.03 If a teacher disputes the accuracy or completeness of any information in his/her personnel file, the teacher may make application in writing to the Director of Education or designate to have the information corrected. The Board shall notify the teacher in writing of its decision including reasons for that decision. A teacher shall be entitled to dispute documents contained in the personnel file and to append notices of corrections to documents within the file which, in the teacher's opinion, possess errors or inaccuracies.

33.04 Where a teacher authorizes in writing access to his/her personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested. Access shall be provided on the same basis as Article 34.01 herein,

33.05 A teacher shall have the right to place any relevant material in his/her personnel file.

33.06 The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

33.07 Where the Board amends information in the personnel file, the Board shall at the request of the teacher attempt to notify all persons who received a report based on inaccurate information.

33.08 Disciplinary Notations

Written disciplinary notations or records pertaining to the teacher which have not occurred in the previous seven years shall not be brought forward at any grievance or subsequent arbitration.

33.09 Working Files

Working files in the school shall be reviewed from time to time by the principal with the teacher. Upon request, a teacher may seek to review the working file for that teacher annually. Working files shall be returned to the teacher upon the transfer of the teacher or principal from the school.

- 33.10 Where the Board is required to furnish information to an outside agency by a court order or legislative requirement, the teacher will be notified that this information has been requested and will be provided.

ARTICLE 34 - VIOLENT INCIDENTS AGAINST TEACHERS

34.01 The Parties recognize the Board's Safe Schools Policy and Procedures.

34.02 The Board's Safe Schools Policy and Procedure(s) shall not be amended without consultation with O.C.E.T.F.

34.03 The Board agrees to refer any matters of aggression or violence involving teachers to the "Bargaining Unit/Management Committee" established under this Collective Agreement. The Committee shall receive and review reports of violent incidents in the workplace. In addition the Committee shall make recommendations to the Directors' Council of Superintendents on violence policies and procedures to prevent violence to teachers.

ARTICLE 35 OCCUPATIONAL HEALTH AND SAFETY ACT

35.01 The parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations.

35.02 The parties further recognize the O.C.E.T.F. representation on this committee.

35.03 **While** alleged violations of the legislation will not be grievable, the parties will cooperate to facilitate any required corrective **measures** as provided for by the Act.

ARTICLE 36 STRIKE BY OTHER BOARD EMPLOYEES

36.01 In the event of a strike by other employees of the Board, the parties agree that:

- (a) Members of O.C.E.T.F. employed by the Board are bound to honour the terms of employment subject to the Education Act, the Labour Relations Act and Regulations;
- (b) The Board shall notify the President of O.C.E.T.F. immediately when the situation is evident;
- (c) A consultative committee comprised of the President of O.C.E.T.F., the Chairperson of the Collective Bargaining Committee, and two representatives of the Director's Council of Superintendents shall meet to discuss the ramifications of the strike as they pertain to members of O.C.E.T.F.



Specifically, the committee will monitor and address the issues of health, safety and duties of O.C.E.T.F. members during the strike. Committee recommendations shall be forwarded to the Director's Council of Superintendents.

In addition the committee will investigate other strike related issues which may affect members of O.C.E.T.F.

#### ARTICLE 37 NOTICE OF RESIGNATION

37.01 A teacher may resign from the Board effective the following dates:

- (a) on December 31 by providing written notice on or before November 30; or
- (b) on a date specified by the teacher between 30 June and 31 August, inclusive by providing notice on or before 30 April; or
- (c) in extenuating circumstances, at any time by mutual consent of the Board and the teacher. Consent **from** the Board shall not be unreasonably withheld.

Letters of resignation should be addressed to the appropriate Human Resources Officer, with a copy to the principal.

#### ARTICLE 38 NOTICE OF RETIREMENT

38.01 A teacher may retire from the Board effective the following dates:

- (a) on December 31 or the last teaching day prior to the March Break or 30 June by providing notice on or before 30 November, 31 January or 30 April, respectively;
- (b) in extenuating circumstances, at any time by mutual consent of the Board and the teacher. Consent **from** the Board shall not be unreasonably withheld.

38.02 Vacancies occurring at March Break shall be staffed as follows:

- (a) consider existing written transfer requests; and,
- (b) hire an Occasional Teacher for the balance of the school year to **fill** the resulting opening.

38.03 Letters of retirement should be addressed to the appropriate Human Resources **Officer**, with a copy to the principal.

#### ARTICLE 39 BOARD INFORMATION

39.01 The Board shall forward to the President of the O.C.E.T.F. and to the Chairperson of the Collective Bargaining Committee a copy of the:

- (a) agenda and administration reports of the Ottawa-Carleton District School Board meetings and those of its committees, except for such meetings held in camera;
- (b) minutes of Board meetings, except for such meetings held in camera,

- 39.02 The Board agrees to publish the collective agreement, on a cost share basis, with the O.C.E.T.F., and distribute copies to all teachers who are covered by this agreement.

ARTICLE 40 BARGAINING UNIT MANAGEMENT COMMITTEE

- 40.01 The parties agree to establish a group whose function shall be to discuss and investigate issues which are identified by the parties. The group shall meet at the request of either party. It shall be composed of three (3) members of the O.C.E.T.F. and three (3) Board representatives. The group will attempt to resolve any issues and may make recommendations to their respective principals, which upon ratification will become Letters of Understanding.

ARTICLE 41 GRIEVANCE PROCEDURE

41.01 Definition of Grievance

A grievance shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, including any question as to whether a matter is **arbitrable**.

41.02 Individual Grievance

A teacher who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the principal or immediate supervisor. If the discussion does not result in the satisfactory settlement of the complaint within five (5) school days, the teacher may submit a grievance as provided herein.

**Step 1**

A grievance(s) must be submitted in writing to the Superintendent of Human Resources or designate within twenty (20) school days of the time the grievor should have been aware of the circumstance(s) or relevant facts giving rise to the grievance. Within five (5) school days of the receipt of the grievance a meeting will be held with the grievor, a O.C.E.T.F. representative and the Superintendent or designate(s). The Superintendent or designate shall respond to the grievance in writing within five (5) school days of the meeting.

**Step 2**

If no settlement is reached, the grievance shall be tiled in writing to the Director of Education within ten (10) school days of the receipt of the response **from** the Superintendent of Human Resources or designate. Within five (5) school days of receipt of the grievance a meeting will be held with the grievor, a O.C.E.T.F. representative and the Director designate(s). A written response will be provided to the O.C.E.T.F. from the Director of Education or designate within five (5) school days of the meeting.

**Step 3**

If no settlement is reached, the grievance may be submitted to arbitration within ten (10) school days of receipt of the response.

41.03 Policy Grievance

The O.C.E.T.F. and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the O.C.E.T.F. or the Director of Education.

41.04 Discharge Grievance

Where a teacher has received a discharge notice, the teacher may file a grievance at Step 2 within ten (10) school days of written notice of discharge.

41.05 Grievance Mediation

Nothing in this Article precludes the parties from mutually agreeing to grievance mediation at any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the **timeline** for grievance mediation to occur.

41.06 Arbitration

A grievance which is not settled through the procedure outlined in the foregoing provisions may be submitted for binding arbitration under the provisions of the Ontario Labour Relations Act 1997 specifically Section 48- Arbitration provision and Section 49- Referral of grievance to a single arbitrator. Either party may give written notice to the other within ten (10) school days of its intention to submit the grievance to arbitration.

- 41.07 (a) Each party shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitration Board.
- (b) All time limits fixed herein for the grievance procedure may only be extended with the written consent of the parties.
- (c) If at any stage of the grievance arbitration procedure, the party carrying the grievance fails to process the grievance in compliance with a time fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.
- (d) The Arbitration Board shall not make any decision which is inconsistent with the provisions of this Collective Agreement, nor which would serve to alter, modify, or amend any part of this Collective Agreement.
- (e) A teacher's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the school day.

ARTICLE 42 LONG TERM DISABILITY

- 42.01 The parties agree that the members of O.C.E.T.F. employed by the former OBE will migrate to the Long Term Disability Insurance Plan held by O.C.E.T.F.

The transition will be implemented as follows:

1. O.C.E.T.F. members employed by the former OBE will be placed in the Option 1 choice effective 1 September 1998.
2. The O.C.E.T.F. will provide the Ottawa-Carleton District School Board with a source document by 1 November 1998, with the option selection of each O.C.E.T.F. member.
3. The Ottawa-Carleton District School Board will implement the selected options no later than 1 January 1999.

ELEMENTARY TEACHER QUALIFICATION TABLE

POSITION	MINISTRY QUALIFICATIONS	BOARD QUALIFICATIONS
Special Education French Second Language Guidance English Second Language Design and Technology	Regulation 298 ▪ must have qualifications in the area of responsibility recorded on their Ontario Teacher Qualification Record Card or on their record with the Ministry (i.e. at least the Part 1 qualification in that subject)	Special Education - See Appendix B
Drama Visual Arts Family Studies Physical Education Music- Vocal Music- Instrumental	Not Specified	Teachers holding assignments of 0.5 part time or more in these areas must hold at least the Part 1 qualification in the appropriate subject area or equivalent experience or qualifications in the opinion of the Director of Education or designate.  Instrumental Music teachers should have completed Part III or equivalent. All incumbents teaching these subject areas as of 1 September 1998 shall be deemed to be qualified.

## BOARD QUALIFICATIONS SPECIAL EDUCATION

TYPE OF CLASS	QUALIFICATIONS
Learning Disability	Special Education Parts 1 & 2
Language Class	Special Education Parts 1 & 2 with Speech Option or Specialist in Special Education
Hearing Impaired	Specialist Teacher of the Deaf
Developmental Delay	Special Education Part 1 with Developmental Delay Option
Visually Impaired	Special Education Part 1 with Option for Blind
Special Support Unit	Special Education Parts 1 & 2
Primary Special Needs	Special Education Parts 1 & 2
Special Education Resource	Specialist in Special Education

Note: All other Special Education classes will be staffed as per Ministry qualifications.

Note: It is understood by the parties that where a teacher holds the basic Ministry qualifications required to teach a designated Special Education class, that teacher may apply for transfer to such class, provided that he/she attains the stipulated Board qualification within one year.

LETTER OF UNDERSTANDING

Between

THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

STAFFING PROCESS

The parties agree to refer the following issues to the Bargaining Unit/Management Committee established under Article 40.01:

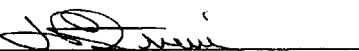
- (a) Examination of teacher tenure at a school, and mobility;
- (b) Issues arising from the current staffing process and the ability of the current process to provide for the appropriate balance of staff in schools.

The parties further agree to report and make recommendations to their respective principals, no later than 28 February 1999, which upon ratification will form part of the current collective agreement.

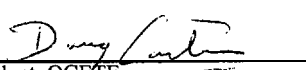
Signed in the Regional Municipality of Ottawa-Carleton this 12 day of March 1999.

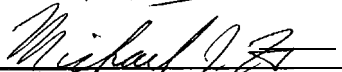
THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

  
Chairman of the Board

  
Director of Education

THE OTTAWA CARLETON ELEMENTARY  
TEACHERS FEDERATION

  
President, OCETF.

  
Chairperson,  
Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION

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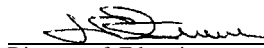
RETIREMENT GRATUITY PLAN

The parties will refer to the Bargaining Unit/Management Committee the retirement gratuity plan and the feasibility of alternatives to the gratuity which will provide similar benefits to the teachers. The committee will prepare a report of its findings and recommendations, if any, by no later than 31 December 1999.

Signed in the Regional Municipality of Ottawa-Carleton this 12 day of March, 1999.

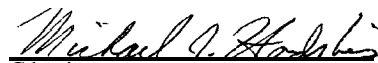
THE OTTAWA-CARLETON DISTRICT  
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Director of Education

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LETTER OF UNDERSTANDING

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THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION

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EARLY RETIREMENT INCENTIVES

In the event of lay offs, the parties agree to provide an Early Retirement Incentive Plan. Payments shall be in accordance with the following conditions:


- (a) Based on non-replacement; i.e. the number of ERIP's granted will not exceed the number of lay offs;
- (b) All members of O.C.E.T.F. (at maximum of his/her salary category) to be eligible;
- (c) Payments to be based on applicant's individual pension situation (years of credited service under TPP and pension factor);
- (d) Calculations of payments as per 1996 CBE - RIPRL.

This Letter of understanding is subject to the grievance/arbitration process.

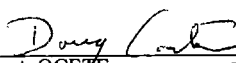
Signed in the Regional Municipality of Ottawa-Carleton this 12 day of March 1999.

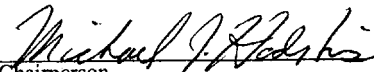
THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

  
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Chairman of the Board

  
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Director of Education

THE OTTAWA CARLETON ELEMENTARY  
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LETTER OF UNDERSTANDING

Between

THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION

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THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD


SYSTEM REORGANIZATION

- (1) The parties recognize the potential implications of changes arising from recommendations under Policy P.013.PLG impact on members of the Bargaining Unit. These changes may affect a number of areas including:
  - (a) Transfer and Placement Process
  - (b) Staffing
  - (c) Effecting a smooth transition and consolidation
  - (d) Programme Delivery
  - (e) Working Conditions
  - (f) Retraining
- (2) In accordance with Article 40 of the Collective Agreement, either party may refer concerns arising from changes in organization to the Bargaining Unit/Management Committee.
- (3) It is understood that the Bargaining Unit will be involved in a consultative capacity prior to Implementation of recommendations made in respect to or arising under Policy P.013.PLG.
- (4) **Where** the Board is considering major **organizational** changes which may adversely **impact** on teachers' working conditions (other than staffing), it is agreed that the Director of Education or designate and the Superintendent of Human Resources or designate shall, whenever possible, meet with the President of the O.C.E.T.F. or designate and the Chairperson of the Collective Bargaining Committee of the O.C.E.T.F. or designate for the purpose of discussing the known implications of such changes prior to any formal motion being proposed by the Board.

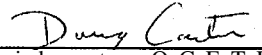
Signed in the Regional Municipality of Ottawa-Carleton this 12 day of March 1999.

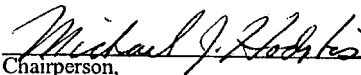
THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

  
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Chairman of the Board

  
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THE OTTAWA CARLETON ELEMENTARY  
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LETTER OF UNDERSTANDING

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THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION

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THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

IMPLEMENTATION OF STAFFING ARTICLE

It is the desire of both parties to jointly monitor the implementation of Article 26, Staffing and Working Conditions, during the school year 1999- 2000, in order to ensure that teacher workloads are fairly and equitably distributed. It is also the desire of the parties to make recommendations as to processes that may be required to ensure the fair and equitable distribution of workload on an ongoing basis.


In order to achieve these shared goals, the parties agree to:

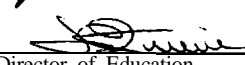
- (1) Carry out the duties and responsibilities of the Elementary Staffing Committee as referred to in Article 26.07;
- (2) Address issues of inequitable workload through discussions with the teachers involved, the Staffing Committee resource person, the members of the Elementary Staffing Committee and the Superintendent of School Services, where required;
- (3) Consult with representative principals as required on the options available to ensure fair and equitable workloads;
- (4) Recommend to their respective parties by 31 May 2000, for inclusion in the 2000-2002 Collective Agreement, a long-term process for monitoring and ensuring a fair and equitable distribution of workload.

This Letter of Understanding is subject to the grievance/arbitration process.

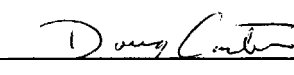
Signed in the Regional Municipality of Ottawa-Carleton this 12 day of March 1999.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

  
Chairman of the Board

  
Director of Education

THE OTTAWA CARLETON ELEMENTARY  
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LETTER OF UNDERSTANDING

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THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION

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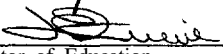
EMPLOYMENT INSURANCE REBATE

The Employment Insurance premium rebate normally paid to teachers shall be retained by the Employer.

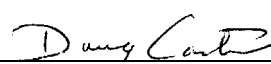
Signed in the Regional Municipality of Ottawa-Carleton this ~~12~~ day of March 1999.

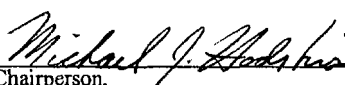
THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

  
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LETTER OF UNDERSTANDING

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THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION

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THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD


BENEFITS FOR RETIREES


It is understood that, as of 1 April 1999, access to Board benefit packages at group premium levels will no longer be available to retiring teachers.

For those teachers employed by the Carleton Board of Education as of 31 December 1997 who retire on pension prior to 1 April 1999, and prior to age 65, all benefits, excluding LTD, will be made available at group premium levels with the teacher paying 100% of the premium cost. This entitlement shall continue until such time as the teacher elects to discontinue coverage. It is recognized that such coverage at the group premium levels ceases at age 65 in all cases.


Signed in the Regional Municipality of Ottawa-Carleton this 12 day of March 1999.

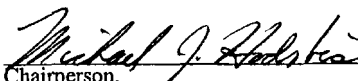
THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

  
Chairman of the Board

  
Director of Education

THE OTT-TAWA CARLETON ELEMENTARY  
TEACHERS' FEDERATION

  
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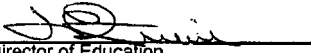
  
Chairperson,  
Collective Bargaining Committee

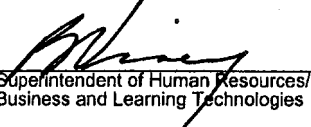
IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THE RESPECTIVE REPRESENTATIVES THEREUNTO DULY AUTHORIZED AS OF THIS DAY OF \_\_\_\_\_, 1999.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

  
Chairman of the Board

  
Chairman  
Human Resources Committee

  
Director of Education

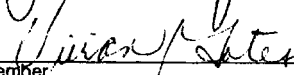
  
Superintendent of Human Resources/  
Business and Learning Technologies

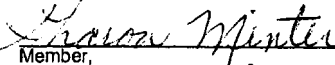
THE OTTAWA CARLETON ELEMENTARY  
TEACHERS FEDERATION

  
President of OCBTE

  
Chairperson  
Collective Bargaining Committee

  
Member,  
Collective Bargaining Committee

  
Member,  
Collective Bargaining Committee

  
Member,  
Collective Bargaining Committee

  
Member,  
Collective Bargaining Committee