

COLLECTIVE AGREEMENT

**B E T W E E N:
THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD**

hereinafter referred to as the “BOARD”

- and -

**ELEMENTARY TEACHERS OF THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL
BOARD AS REPRESENTED BY THE ONTARIO ENGLISH CATHOLIC TEACHERS’
ASSOCIATION**

hereinafter referred to as the “Teachers”

“It is the common goal of the Board and the Teachers to provide the best possible Catholic education for the children of this community. It is essential that the Board and the Teachers maintain a harmonious relationship in order to achieve that common goal.”

THE PARTIES HERETO in consideration of the mutual covenants herein contained, do hereby agree as follows:

ARTICLE 1- COMMON GOALS

- 1:01 a) The Board and Teachers agree that this Collective Agreement shall be applied in a manner which fully supports the basic equality of all staff.
- b) The Board and Teachers agree that every employee has a right to freedom from all forms of harassment.
- c) Any Teacher shall have the right to seek redress in accordance with the Board’s Harassment Policy if that Teacher believes he/she has been harassed.
- d) The Board and Teachers shall jointly plan policy and programs promoting dignity and equality and a workplace environment that is free from harassment.
- e) It is the common goal of the Board and the Teachers to provide the best possible Catholic education for the children of the community. The parties recognize that an important component of this goal is the contribution Teachers make to the enrichment of life and the education of students within each school by way of Teachers’ voluntary participation in extracurricular activities.
- 1:02 a) The Board and the Teachers agree that every employee has a right to freedom from both verbal, written and physical assault in the workplace.

- b) The Board and Teachers shall jointly plan policy and programs to achieve a safe workplace environment free from all forms of assault.
- 1:03
- a) The Board and Teachers agree that every employee has the right to a safe and healthy environment and to this end the parties shall jointly develop and implement policy and programs to monitor, inspect, investigate, review, and improve health and safety conditions and practices.
 - b) Nothing in this Agreement shall prevent a Teacher from exercising his/her rights as defined under the Occupational Health and Safety Act.
 - c) The Board shall provide opportunities for Teachers who are health and safety representatives or health and safety committee members to be trained in health and safety matters.
 - d) The Board shall provide and maintain, at no cost to the Teachers, all personal protective equipment, clothing or devices as required by law.
- 1:04
- The Board agrees that all Teachers shall have equal opportunity for teaching positions and positions of added responsibility consistent with the Board's commitment to affirmative action/employment equity programs.
- 1:05
- It is the desire of both parties to specify within this Agreement the conditions of employment together with the salaries, employee benefits and allowances which govern the parties who are covered by this Agreement.

ARTICLE II - SEPARATE SCHOOL RIGHTS

- 2:01
- a) The provisions of the Agreement shall not be considered as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic and Protestant Separate School Boards under the Constitution Act, 1867 and the Constitution Act, 1982.
 - b) In a case where a Teacher has been suspended, demoted or dismissed for denominational reasons, the Teacher may request, within fourteen (14) days, the appointment of a committee to hear the facts and review the decision of the Board.

The committee shall be composed of one appointee by the trustees, one appointee by the bargaining unit and a third person to act as chairperson. He/she shall be chosen by the other two members of the committee. In the event that agreement on a chairperson cannot be reached within thirty (30) days, the Bishop may be asked to appoint a chairperson. This committee may make recommendations back to the Board which the Board hereby agrees to consider.

With the consent of the parties, if the temporary status of the Teacher can be agreed upon, the committee may be requested to consider the complaint prior to an initial determination by the Board.

- c) The provisions under section 2.01(b) shall not be interpreted so as to diminish the rights preserved under section 2.01(a).
- d) Nothing under 2:01 (b) and (c) shall enhance or diminish the right of a Teacher to grieve under the Collective Agreement.

ARTICLE III - RECOGNITION

- 3:01
- a) The Windsor-Essex Catholic District School Board shall recognize the Ontario English Catholic Teachers' Association (O.E.C.T.A.) as the sole and exclusive bargaining agent for the Teachers employed by the Board.
 - b) No Teacher on staff shall undertake individual contract negotiations with the Board, nor shall the Board undertake contract negotiations with any individual Teacher.
 - c) The Board shall deduct from each Teacher's pay from September to June, the regular fees of the Ontario English Catholic Teachers' Association. The Association shall advise the Board, in writing, of the amount of the fees authorized by the Association's membership in keeping with the constitution and by-laws of the Association. The Board shall forward, on a monthly basis, the total amounts so deducted to the Ontario English Catholic Teachers' Association.

ARTICLE IV - MANAGEMENT RIGHTS

- 4:01 The Board reserves unto itself all management rights and shall exercise these rights in a manner consistent with this Agreement and subject to the provisions of the Acts, statutes and regulations in Ontario including the Ontario Labour Relations Act, also including, without limiting the generality of the foregoing, the exclusive right to:
- a) hire, transfer, assign, evaluate and promote;
 - b) lay-off a redundant Teacher;
 - c) discipline, suspend with or without pay, demote or dismiss a Teacher.

The Board shall exercise these rights in a fair and reasonable manner consistent with the rights and objectives of a Catholic School system in Ontario except as may be contrary to the provisions of this Agreement.

ARTICLE V - JUST CAUSE

- 5:01 a) No Teacher shall be disciplined, demoted, or discharged without just cause.
- b) In the case of dismissal, the Board may apply a lower standard of just cause for probationary Teachers.
- c) The Board shall provide written reasons at the time of suspension without pay or termination. In all other disciplinary actions, written reasons shall be provided within a reasonable time.

ARTICLE VI - PROBATIONARY PERIOD

- 6:01 a) A Teacher will be considered to be on probation until that Teacher has completed two (2) years of employment as a Teacher in this bargaining unit with the Board.
- b) The probation period is deemed to include any statutory holiday that may fall within that period but not any leave of absence, including sick leave in excess of twenty (20) consecutive days.

ARTICLE VII - PERSONNEL FILES

- 7:01 a) The Board shall maintain only one personnel file for each teacher.
- b) All Teachers shall have access to their personnel files upon written request. The Teacher's file will be examined in the presence of a person authorized by the Board. The Teacher, upon request, will be provided with a photocopy of any documents in the files.
- c) No material pertinent to a Teacher's conduct, service, character or personality will be placed in his/her personnel file before the Teacher has had an opportunity to review the material. The Teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Teacher will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.
- d) If a Teacher disputes the accuracy of any fact contained in his/her file, he/she may request in writing the removal of the disputed material. If the information is removed, the appropriate Board official shall return the original document to the Teacher and shall notify all persons who received a report based on the inaccurate information. In the event that the Board refuses to remove the

said material, the Teacher may file a grievance under the procedure outlined in the Agreement.

- e) After two years, a Teacher may request the removal of any negative report in his/her file. Notwithstanding the denial of any such request, the weight and significance to be attached to the negative report shall be diminished over time. Negative reports of a minor nature shall be removed after two (2) years at the request of the Teacher.

ARTICLE VIII - COLLEGE OF TEACHERS

8:01 If a Teacher is the subject of an investigation by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

ARTICLE IX CERTIFIED TEACHERS

9:01 The Board shall continue to employ only certified and/or registered Teachers for all teaching positions for the life of this agreement.

ARTICLE X - DEFINITIONS

- 10:01 a) **Principal** - the chief administrative official of each school as defined in the Education Act, its regulations, and the amendments thereto, and as defined in the Education Quality Improvement Act, its regulations and amendments thereto.
- b) **Vice-Principal** - the assistant administrative official of each school as defined in the Education Act, its regulations, and the amendments thereto, and as defined in the Education Quality Improvement Act, its regulations and amendments thereto.
- c) **Consultant** - is a qualified Teacher appointed by the Board to work under the direction of the appropriate supervisory officer. These Teachers shall not perform evaluations.
- d) **Letters of Standing/Approval/Permission** - as defined in the Education Act. At the time of hiring, such Teachers will be placed in the category to which their qualifications entitle them and will receive experience pay for full years.
- e) **Category** - shall be those outlined by the Qualifications Evaluation Council of Ontario (Q.E.C.O.).
- f) **Teacher** - will mean "Teacher" as defined in Part X.1 of the Education Act which includes replacement Teachers and excludes occasional Teachers

- g) **Part-time Teacher** - is a Teacher employed by the Board on a regular basis for other than full-time duty.
- h) **Position of Added Responsibility** - is a position for which a responsibility allowance is paid in addition to the regular salary.
- i) **Auxiliary Personnel** - includes those persons other than principals, vice-principals and Teachers, as defined in the Teaching Profession Act who are employed by the Board.

ARTICLE XI - GRIEVANCE PROCEDURES

- 11:01 Purpose: The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances which may occur from time to time.
- 11:02 Definition: A grievance is a difference relating to the interpretation, application or administration of the Collective Agreement by a Teacher, a group of Teachers, or the bargaining unit.
- 11:03 Working Days shall mean School Days as defined by the Ministry of Education and Training in accordance with current regulations to the Education Act.
- 11:04 Time Limits: Time limits are mandatory and may only be amended by written, mutual agreement of both parties.
- 11:05 Any notice required under this Article shall be in writing via fax, registered mail or personal delivery to the parties at their respective mailing addresses.
- 11:06 Complaints may be settled in the following manner:
Step I: Complaint (Informal Stage - Optional)
 - a) The Teacher(s) and/or designate, having a complaint arising out of the Collective Agreement, shall notify the principal or the principal and superintendent. A Teacher who reports to a superintendent shall notify the superintendent.
 - b) The principal or superintendent shall reply verbally within five (5) working days after receipt of the complaint.

Failing satisfaction with the verbal reply, the complainant may proceed to Step II.
- 11:07 Grievances shall be settled in the following manner:
Step II: Grievance (Formal Stage - Mandatory)
 - a) The aggrieved Teacher(s) and/or the bargaining unit shall notify the Director of Education by submitting a concise written statement of the facts and the redress sought.

- b) The grievance must be received within twenty (20) working days after the Teacher(s) and/or bargaining unit become aware or would reasonably be expected to become aware of the circumstances giving rise to the grievance.
- c) The Director shall arrange a meeting within five (5) working days of receipt of the grievance. The Teacher(s) may be accompanied to the meeting, or represented at the meeting, by a representative of the bargaining unit.
- d) The Director shall respond with a written response to the aggrieved Teacher(s) and/or bargaining unit within five (5) working days following the day of the meeting.

Failing settlement in Step II, the Bargaining Unit may give notice in writing to the Board of its intention to refer the grievance to arbitration within twenty (20) working days of the completion of Step II.

11:08 **Arbitration**

Failing settlement in either Step II or Step III, the bargaining unit may, after the time limited for exhaustion of the applicable grievance procedure outlined in Article XI submit in writing the notice of intent to submit the grievance to arbitration.

- a) The notice shall contain the name of the bargaining unit's appointee to the Arbitration Board. The Board shall, within five (5) working days, inform the bargaining unit, in writing, of the name of its appointee to the Arbitration Board.
- b) The two appointees shall, within five (5) working days of appointment of the second of them, appoint a third person who shall be the chairperson. If either party fails to appoint a nominee, or if the parties fail to appoint a chairperson within the time limit, either party may request the Ministry of Labour to make the required appointment.
- c) The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision of the Arbitration Board shall be final and binding on both parties.
- d) The Board and the Association, by mutual agreement, can agree to a single arbitrator under the same conditions as outlined above.
- e) The Arbitrator or Arbitration Board shall limit its actions to an interpretation of the Collective Agreement and its application and administration and shall not change or substitute any of its provisions.

11:09 **Grievance Mediation/Arbitration**

As outlined in Section 50 and Section 52 of the Ontario Labour Relations Act, 1995, either party, at any time, may agree to refer one or more grievances to a grievance mediation or mediation arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

ARTICLE XII - TEACHING EXPERIENCE

12:01 For Teachers who commence employment on or after September 1, 1998, each full year of recognized Canadian teaching experience shall count as one (1) year. Canadian teaching experience shall mean experience obtained subsequent to the completion of professional training deemed satisfactory to the standards established by the Ministry of Education and Training and includes:

- a) full-time or part-time experience gained as a Teacher employed by a School Board in Ontario or elsewhere in Canada;
- b) experience gained through casual daily assignments since September 1, 1995;
- c) experience gained while on long term occasional teaching assignments with a School Board in Ontario or elsewhere in Canada;
- d) experience gained in an elementary or secondary or post secondary institution recognized by the Ministry of Education and Training;
- e) part-time Teachers shall have their experience calculated on a pro-rated basis.

12:02 Teaching experience as outlined above shall be calculated as follows:

- 1) that all teaching experience will accumulate from year to year.
- 2) that it will be calculated that 20 days equals 1 month
- 3) that accumulation totaling less than a year (194 days) will be recognized as:

0 months and up to 4 months	0 days up to 80 days	no years
4 months and up to 8 months	81 days up to 160 days	1/2 year
8 months and up to 10 months	161 days up to 194	1 year

- 12:03
- a) The Board may require written verification of teaching experience with other school boards. The onus is on the Teacher to provide such verification within two (2) months subsequent to the starting date of employment with the Board for experience to be recognized as of the starting date of employment.
 - b) Experience verified in writing subsequent to the two (2) month period will be recognized as of the date the written verification was received by the Board.

- c) Notwithstanding the above, if it is established to the satisfaction of the Director that the delay in providing the written experience was beyond the control of the Teacher then the experience shall be recognized as of the starting date of employment with the Board.

12:04 Foreign teaching experience, subsequent to qualification in that country which would be acceptable for an Ontario Teaching Certificate shall be allowed, provided documentation satisfactory to the Board is provided by the Teacher.

12:05 Any Teacher taking a pregnancy and/or parental leave provided by statute shall be entitled to accumulation of credit for seniority and shall receive the full year teaching experience and the increment he/she would have received had he/she not taken the leave.

ARTICLE XIII - EMPLOYEE BENEFITS

13.01 The Board agrees to pay its percentage share of premiums and a pro-rated share of the premiums for the following benefits (pro-rated for part time Teachers) as follows:

- a) Semi-private Hospital Plan 85%
- b) Group Life Insurance and Accidental Death and Dismemberment Insurance 85%
plans in the amount of three (3) times earnings rounded to the next highest \$1,000.00 (if earnings are not expressed in an even multiple of \$1,000.00) to a maximum of \$200,000. An individual Teacher may, at his/her expense, purchase additional group life insurance in multiples of \$10,000.00 to a maximum of \$250,000.00 subject to conditions.
- c) Vision Care 85%
\$250 every 24 months
- d) Prescription Drug Plan #9 85%
including generic substitution and dispensing fee cap of \$7.50
- e) Extended Health Care 85%
includes Out of Province
- f) Dental Care 85%
 - i) Basic Services
100% reimbursement, 9 month recall
 - ii) Restorative
100% reimbursement
\$1500 per person per year
 - iii) Orthodontic Procedures 85%

50% reimbursement
\$3,500 per person per lifetime

g) Coordination of all benefits

- 13.02 The Board shall continue to pay premiums for Teachers' Benefits while a Teacher is absent under the Board Cumulative Sick Leave Plans or under the Long Term Disability Insurance Plan.
- 13.03 Teachers on leave without pay may arrange for continuation of benefit coverage, at their option, such teachers shall be responsible for 100% of the premium costs for such coverages, which shall be payable by means of direct withdrawal from an account at a recognized banking institution.
- 13.04 The spouse and/or dependents of a deceased Teacher may pay the full premium costs to retain membership in the group benefit plans.
- 13.05 a) Premiums for active Teachers shall be calculated separately and distinctly from other groups.
- b) The Board agrees to allow retired Teachers, until the age of sixty-five (65) to pay one hundred per cent (100%) of the premiums, for any health benefits presently in force and outlined in this section, subject to the provisions of the Health Insurance Act, the Education Act and other relevant Acts and Regulations of the Province of Ontario. The life insurance coverage for retirees shall be set at \$100,000.
- 13.06 The Board shall carry \$10,000,000 liability coverage for each Teacher.
- 13.07 a) Upon hiring, a teacher shall be given the right to participate in all benefit plans. The teacher shall have thirty days from date of hire to inform the Board of the benefit plans he/she elects
- If the teacher fails to elect, he/she will be automatically enrolled in all eligible benefit plans.
- Teachers in the employ of the Board as at September, 2002 shall have a one-time option, subject to paragraph b) below, to opt out of any benefit in which they are presently enrolled, or into any benefit for which they are eligible or can become eligible in which they are not currently enrolled. This election must be made by June 30, 2003
- b) Notwithstanding paragraph a) if there is a change in a teacher's status (for example from married to single) the teacher shall have the right to re-elect his/her benefits participation.

- 13.08 Long Term Disability - The Board agrees to require all Teachers to enroll in a Teacher paid compulsory Long Term Disability Plan.
- 13.09 The Teachers shall determine the Long Term Disability Plan, with full premium costs to be borne by the Teachers. The Board shall administer the plan provided the Board is satisfied that the plan will not add unreasonable administration costs.
- 13.10 a) The Board shall reinstate any Teacher who is on the Long Term Disability Plan when he or she is deemed to be able to return to partial or full employment as certified by the Teacher's doctor.
- b) In case of disagreement, the Board may require that the employee obtain a medical certificate from a specialist in the particular field of concern and the full cost shall be paid by the Board.
- 13.11 The Board agrees to continue the agreed level of benefits during the term of this Agreement.
- 13.12 It is understood that, following a written request, the Board will make available to an authorized representative of the Teachers' Association, copies of those portions of the Board's benefit plans relating to the extent of coverage, conditions, restrictions, etc. of benefits covered by the terms of the Collective Agreement.
- 13.13 There shall be a benefits committee to consider and review the benefit coverages, premiums and surpluses, if any, attributable to this bargaining unit. The committee shall consist of two representatives appointed by the unit and two representatives appointed by the Board. Any identified surpluses will be applied to offset any annual premium cost attributable to this bargaining unit. Commencing in the 2003-2004 school year the committee shall be struck by October 15 and shall meet at least twice yearly or more often by mutual consent.

ARTICLE XIV - EMPLOYEE LEAVES

14:01 Cumulative Sick Leave Plan

- a) i) All full time Teachers are entitled to twenty (20) sick leave days in any school year.
- ii) All part-time Teachers are entitled to sick leave days in any school year on the basis of time employed.
- b) For purposes of this Plan, the school year will be considered to extend from September 1 of one year to June 30 of the following year.
- c) Teachers eligible for Retirement Gratuity shall accumulate unused sick leave credits from year to year to a maximum of two hundred and fifty (250) days. Teachers enrolled in the Registered Retirement Savings Plan shall accumulate unused sick leave credits from year to year at the maximum rate

of 20 days per year to a maximum of one hundred and seventy five (175) days.

- d) As of June 30 of each year, cumulative sick leave credits shall be placed to the credit of each Teacher on staff equal to twenty (20) days / prorated days sick leave minus the number of days lost during the year on account of illness.
- e) The Plan continues to be subject to the limitations of fifty percent (50%) accumulation being allowed before September 1, 1966
- f) The Board shall provide an accurate statement of sick leave credits to each Teacher on payroll, printed under the heading Total Sick Days on the salary statement.
- g) The cumulative sick leave reserve will be drawn upon only to the extent that the number of days lost through illness in any year is in excess of twenty (20) days / prorated days respectively.
- h) A Teacher returning to teaching or transferring from another Board in Ontario shall begin his/her service with his/her cumulative sick leave credit. The Board may, at its option, recognize the cumulative sick leave credit from outside the Province of Ontario.
- i) Every period of absence is to be reported by all teaching personnel. Procedures are outlined in detail in the Policy Book available in every school.
- j) No Teacher in the employ of the Board before September 1, 1998 shall have the number of sick days accumulated and standing to his/her credit reduced by the provisions of this article.
- k) In computing sick leave entitlements for a partial year, only full months of employment will be used.

14:02 **Bereavement Leave**

- a) A Teacher shall be permitted a period of absence, not to exceed five (5) days, with pay and without loss of sick leave credits commencing from the day of death up to and including the day following the burial for a member of his/her family. Family shall mean mother/mother-in-law, father/father-in-law, spouse, child, sister, brother or grandchild.
- b) A Teacher shall be permitted a period of absence of two (2) days with pay and without loss of sick leave credits to attend the funeral of the following relatives: grandmother, grandfather.

- c) A Teacher shall be permitted a period of absence of one (1) day with pay and without loss of sick leave credits to attend the funeral of the following relatives: sister/brother-in-law, daughter/son-in-law, aunt, uncle, niece or nephew.
- d) At the discretion of the Director, additional days may be granted with or without pay.
- e) Time off for attendance at a funeral of staff members or their family, or time for attendance at the funeral of pupils or their family shall be granted with pay. Two (2) employees of the same school as the deceased will be allowed to attend. This leave will be for one-half (1/2) day at the discretion of the principal and the Director of Education. The principal will name the representatives.
- f) The Director may grant a day to attend the funeral of a person who is not listed in (a) or (b) above.

14:03 **Compassionate Leave**

- a) Compassionate leave, with pay and without loss of sick leave credits, shall be granted by the Director of Education for the following reasons:
 - i) critical illness of an immediate family member,
 - ii) OHIP covered surgery for a child or spouse.
- b) The Director may grant leave, with pay and without loss of sick leave credits, on compassionate grounds for reasons other than those stated above. In all cases, the number of days shall be at the discretion of the Director.

14:04 **Leave Of Absence**

The Board may grant to a Teacher up to one (1) year leave of absence, without pay, provided the Teacher makes application to the Director by March 31st for the leave to take place the following school year. Preference shall normally be given to anyone who has not yet taken a leave. Consent to such application shall not be unreasonably withheld by the Board.

14:05 **Leave For Public Service**

Leave of absence for elected public office shall be granted by the Director.

14:06 **Leave Of Absence For Professional Activities**

- a) Time off shall be granted with pay to write university examinations.

- b) The Director may approve a leave of absence for a Teacher for attendance at conventions or educational functions. When such leave is granted, it shall be with pay.
- c) Teachers receiving a degree at a university convocation may be absent with pay for a period approved by the Director of Education.

14:07 **Special Leave**

- a) The Director shall grant a leave without pay to a Teacher for a period of not more than one (1) year for the purpose of family care. The applicant shall state demonstrable need and indicate the expected time of return. In the case of a leave granted for less than a full school year, the Teacher shall return to his/her position. The leave may be extended beyond one (1) year at the discretion of the Director.
- b) A Teacher shall be granted a leave of absence with no loss of salary or sick leave credit because of jury duty, subpoena, summons or quarantine. The Teacher shall reimburse the Board for any fee, exclusive of traveling allowances and living expenses that may be provided. The Teacher shall provide proof of attendance in court.
- c) A male Teacher shall be granted paternity leave with pay for a period of up to three (3) days for the birth or adoption of his child.
- d) Absence, not to exceed three (3) days, due to a doctor certified miscarriage shall be considered a paid leave and shall not be deducted from sick leave days.
- e) A Teacher may use a maximum of two (2) accumulated sick leave days in a school year when the Teacher is required on an emergency basis to attend to the illness, surgery or injury of a dependent or other urgent personal matter.

14:08 **Study/Research Development Leave Plan**

- a) **Purpose:** To establish a Study/Research Development Leave Plan which will foster growth and development both on an individual and system-wide basis. This Plan will enable a Teacher to devote his/her full time to primary research in relationship to his/her approved project. This should produce specific findings beneficial to the educational system. All such findings and reports resulting from a Study/Research Development Leave must be submitted to the Board.
- b) **Types Of Leave:**
 - i) Study/Research Development of a long-term nature [i.e., one (1) year]

- ii) Study/Research Development of a short-term nature [i.e., less than one (1) year], or requiring partial release from regular duties.
- c) **Selection Committee:** The decision as to which applicant may be granted leave will be made by the Board, acting upon the recommendations from the **Selection Committee**. Only such proposals as are approved by formal motion of the Board will be undertaken. This Committee consists of:
 - two (2) Teachers appointed by the local unit.
 - one (1) supervisory officer of the Board
 - one (1) trustee who will be chairperson

A quorum will consist of all appointed members. The committee, as appointed, shall serve for a one (1) year term.

Eligibility: A minimum of seven (7) years' seniority with the Board or the predecessor board.

- d) **Proposals And Applications:**
 - i) Proposals and applications for consideration for a long term leave shall be submitted before November 1 of the school year prior to the year for which the leave is requested.
 - ii) Short term leave applications for the period September 1 to December 31 shall be submitted before May 1. Applications for the period January 1 to June 30 shall be submitted before October 1.
- e) **Salary:** Teachers granted Study/Research Development Leave shall receive eighty percent (80%) of their applicable salary and one hundred percent (100%) of the Board's share of their Health Benefits during the time of their leave. The Board may pay up to one hundred percent (100%) of their applicable salary and one hundred percent (100%) of the Board's share of their Health Benefits during the time of their leave if special funding is available from the Ministry of Education and Training for that purpose.

A Teacher granted Study/Research Development Leave shall provide the Board with a written undertaking to teach for a minimum of two (2) years with the Board immediately after returning from the leave. Should the Teacher voluntarily terminate his/her employment with the Board prior to the completion of the two (2) year period, the monies advanced by the Board during the leave shall be repaid by the Teacher at the discretion of the Board over a period of time, not to exceed two (2) years.

14:09 **Deferred Leave Plan**

- a) **Description:** The Deferred Salary Leave Plan has been developed to afford the opportunity of taking a one (1) year leave of absence with pay by means of prorating the salary over a number of years, not to exceed a five (5) over six (6) year ratio.

- b) **Qualifications:** Any Teacher having a minimum of three (3) years' seniority with the Board shall be eligible to apply for participation in the Plan.
- c) **Application:**
 - i) A Teacher must make written application to the Director of Education on or before January 31, requesting permission to participate in the Plan.
 - ii) Written acceptance or denial of the request, with explanation, shall be forwarded to the Teacher by May 31 in the school year in which the original request is made.
 - iii) Approval of individual requests shall rest solely with the Board.
- d) **Payment Formula And Leave:** The payment of salary and accrued interest, benefits and the timing of the one (1) year leave of absence shall be as follows:
 - i) Salaries paid to the Teacher shall be prorated according to the terms agreed upon subject to the regulations of the Minister of Revenue.
 - ii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance) at the non-chequing savings account rate in effect at the bank with which the Board deals, on the last Friday of each month or by any other method agreed upon by the Teacher and the Board.
 - iii) The Teacher shall be responsible for arranging with the Board the payment of premiums for employee benefits. Any benefits tied to salary level shall be structured according to the actual salary paid.
 - iv) The leave of absence may be taken only in the last year of the Plan.
 - v) A Teacher shall have the choice of receiving the final year's salary and accrued interest:
 - (1) in a lump sum on the 15th day of the first month of the leave; or
 - (2) in accordance with Article XIX.
- e) **Terms Of Reference:**
 - i) At the end of the leave, the Teacher will return to his/her previous assignment (e.g. classroom Teacher, consultant, etc.). Should this not be possible, the Teacher will be assigned as governed by the appropriate terms of this Agreement.
 - ii) A Teacher participating in the Plan, upon return to duty, shall be eligible for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.
 - iii) Sick leave credits will not accumulate during the year spent on leave.
 - iv) The Teachers' Pension Plan deductions are to be continued as provided by the Ontario Teachers' Pension Plan Act.
 - v) A Teacher may withdraw from the Plan any time prior to March 31 of the calendar year in which the leave is to be taken. Upon withdrawal, any monies accumulated, plus interest owed, shall be repaid to the Teacher within sixty (60) days of notification of desire to leave the Plan.

- vi) In the event that a suitable replacement cannot be hired, the Board may defer the year of the leave. In such an instance, the Teacher may choose to remain in the Plan or receive payment of all monies withheld plus accrued interest.
- vii) Should a Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the Teacher's estate.
- viii) A Teacher wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

14:10 **Workers' Safety And Insurance Benefits**

- a) Upon request, each Teacher on the staff who is injured in the course of his/her duty and receiving indemnity from the Workers' Safety and Insurance Board may elect to receive from the School Board a supplementary amount of salary equivalent to net earnings prior to the injury.
- b) Where such election is made, sick leave days shall be deducted from the Teacher's reserve fund in accordance with the amount paid by the Board. When the reserve fund is entirely used up, the Teacher is no longer entitled to supplementary earnings.
- c) The Board shall maintain all employee benefits in accordance with the collective agreement.

14:11 **Pregnancy And Parental Leaves**

- a) **Pregnancy Leave**
Pregnancy leave and its duration shall be as provided by statute.
 - i) The Teacher is required to provide two (2) weeks notice for pregnancy leave and a certificate of a legally qualified medical physician, stating that the Teacher named therein is pregnant and specifying the approximate date of delivery.
 - ii) A Teacher on pregnancy leave for the statutory leave period or less shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits.
 - iii) Where a Teacher has been granted pregnancy leave, the Teacher shall return to the same or a comparable position within the same school, unless otherwise mutually agreed.
 - iv) All salary and monies owing to a Teacher who is granted a pregnancy leave shall be paid on the first pay date of the leave.

b) **Parental Leave**

Parental Leave and its duration shall be granted as provided by statute.

- i) The Teacher is required to provide two (2) weeks notice of his/her intent to take a parental leave without pay. Parental leave is available to a person who is defined as a parent in accordance with the Employment Standards Act.
- ii) Any Teacher who has taken pregnancy leave must commence parental leave upon completion of the pregnancy leave.
- iii) Any Teacher who is defined as a parent must commence parental leave within thirty-five (35) weeks of the date of birth of the child or within thirty-five (35) weeks of the date of custody, care or control of the child.
- iv) A Teacher on parental leave for the statutory leave period or less shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits.
- v) Should a Teacher wish to return to work earlier than the eighteen (18) week period, he/she must provide written notice four (4) weeks prior to his /her return to work.
- vi) Where a Teacher has been granted parental leave, the Teacher shall return to the same or a comparable position within the same school, unless otherwise mutually agreed.
- vii) All salaries and monies owing to a Teacher who is granted a parental leave shall be paid on the first pay date of the leave.

c) **Adoption Leave**

Where a Teacher officially adopts a child, leave of absence shall be granted under the same terms and conditions as outlined for parental leave. The Teacher shall notify the Board as to when the adoption is expected to take place. An extension of the leave shall be granted if it is required as a condition of the adoption.

d) **Extended Parental Leave**

- i) The Board shall grant, upon request, one extended parental leave of up to two (2) years per child without loss of seniority.
- ii) Teaching experience shall not be granted while on an extended parental leave.

14.12 **Replacement Teacher**

The Board shall employ a replacement Teacher for leaves granted for a period of one (1) school year or more. The Board may employ an occasional Teacher when such leaves bridge two (2) partial school years.

14:13 **Early Retirement Incentive Plan**

- a) The Board may grant an early retirement incentive(s) at any time it deems it appropriate to Teachers with a minimum of fifteen (15) years seniority.
- b)
 - i) Teachers applying for an early retirement incentive(s) must submit their request no later than January 31 in each year.
 - ii) The Board shall notify Teachers of its decision by April 30.

14:14 **Retirement Gratuity**

- a) For the purposes of this section, the Board and the Association agree that Retirement Gratuity and the Registered Retirement Savings Plan shall be negotiated as one clause and shall not be split into separate issues in future negotiations.
- b) A Teacher who is not enrolled in the RRSP Plan shall be considered eligible for gratuity when retiring from teaching .
- c) Eligible Teachers with more than five (5) years of continuous service with the Board, shall be paid their entitlement at the following rates:

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

Entitlement is understood to mean 50% of the accumulated sick days standing to the Teacher's credit or 50% of the annual salary, whichever is less at the time of retirement.
- d) In the event of the death of a Teacher on or before recovering the full benefits of the accumulated sick leave as provided under subparagraph (c) such remaining benefits shall be paid to his/her estate.
- e) All benefits provided under subparagraph (c) shall be paid in full immediately upon retirement from teaching or as arranged to the mutual satisfaction of the Teacher and the Board.

- f) No Teacher who was employed by the Board as of June 30, 1998 shall be adversely affected by this Article. It is further understood that no one who elects to enter the RRSP Plan or who commences employment on or after September 1, 1998 shall have any entitlement to a retirement gratuity.

14.15 Registered Retirement Savings Plan

- a) For any Teacher commencing employment on or after September 1, 2000, the Board shall invest \$200.00 plus 0.333 of 1% of the Teacher's annual salary into a Registered Retirement Savings Plan (RRSP Plan). Each year thereafter the Board shall invest 0.333 of 1% of the Teachers annual salary into the RRSP Plan.

- b) A Teacher hired before September 1, 1998 shall have the right to elect to enter the RRSP Plan up to October 31st, in any year. The Board will pay into an RRSP Plan an amount as follows:

1 year	\$366
2 years	\$522
3 years	\$695
4 years	\$887
5 or more years	\$1,097

Each year thereafter the Board shall invest 0.333 of 1% of the Teachers annual salary into the RRSP Plan.

- c) The annual investments shall be remitted to the fund manager within forty five (45) days of the commencement of employment and/or before October 31st in each year.
- d) The funds contributed shall form a trust for the benefit of the participating Teacher(s) and shall not be withdrawn or paid out until the Teacher leaves the employment of the Board.
- e) The fund shall be managed by a mutually acceptable professional fund manager and/or by an accredited firm.
- f) Any Teacher enrolled in the RRSP Plan may make additional contributions through payroll deductions.
- g) The Board shall provide the appropriate evidence of the end of employment.
- h) The Board and the Association make no warranties, representations or guarantees of the rate of return on the investment.

ARTICLES XV - JOB POSTINGS / TRANSFERS

15.01 Voluntary Transfers

- a) The voluntary transfer of Teachers shall be encouraged by the Board and the Association.
- b) Any Teacher may submit an application for a transfer at any time during the school year which will be kept on file and given due consideration at the conclusion of the general posting procedures
- c) Teachers currently in the employ of the Board who apply for a voluntary transfer shall be given priority for placement into new and vacant positions prior to the assignment of new hires subject to the requirements of the Board for defined programmes.

15.02 **Teacher Exchange**

- a) Only Teachers who submit a voluntary Teacher exchange form can participate in Teacher exchange.
- b) Such transfers neither apply to nor generate vacant positions as defined in Article 15.03
- c) All Teachers who wish to be on the voluntary Teacher exchange list must complete the voluntary Teacher exchange form on or before February 15th.
- d) The voluntary Teacher exchange list shall be posted in each school within five (5) working days.
- e) Teachers who have not applied shall have five (5) working days to complete a voluntary Teacher exchange form for inclusion in the voluntary Teacher exchange list.
- f) The updated voluntary Teacher exchange list shall be sent to each Teacher on the revised list before the March break.
- g) The voluntary Teacher exchange lists will include:
 - i) the names of Teachers who have completed the voluntary Teacher exchange form,
 - ii) the names of the schools involved,
 - iii) the curriculum divisions involved,
 - iv) the names of the principals involved.
- h) All voluntary Teacher exchanges shall be subject to the approval of the relevant principals and Superintendent.
- i) This voluntary Teacher exchange process shall be completed on or before April 15th.

- j) All voluntary Teacher exchange positions shall be kept in the same division for at least one (1) year.

15.03 **General Postings**

- a) Vacant teaching positions shall be defined as those resulting from resignations, redundancies, enrolment growth, system expansion or the creation of new positions, with the exception of positions of added responsibility.
- b) The Board shall post all vacant teaching positions for five (5) school days on or before May 15th and June 10th in each year.
- c) It is understood that the minimum qualifications stated on postings are consistent for similar positions or assignments.
- d) The Principal shall interview all applicants to a maximum of ten (10), and shall submit a list of five (5) applicants, where possible, in order of preference to the Superintendent of Human Resources. If three (3) or more vacancies occur in one school the total interviews shall be limited to twenty-five (25).
- e) The names of all successful applicants shall be posted on the BBS.

15.04 **Administrative Transfer**

- a) No Teacher shall be subject to an administrative transfer unless he/she has been assigned to the same school for 5 years.
- b) Prior to requesting an administrative transfer, by January 15, the Principal shall provide in writing to the Teacher, the Superintendent in charge of Personnel, and the Bargaining Unit the reasons for requesting the transfer.
- c) The Teacher shall have the right to meet the Principal and the Supervisory Officer within ten (10) working days of notification to discuss the reasons for transfer. Upon the request of the Teacher, the president of the Bargaining Unit or his/her designate shall attend such a meeting.
- d) In the event that an administrative transfer is approved by the Supervisory Officer, the Teacher shall be offered a choice from at least three (3) available vacant positions identified by the Supervisory Officer prior to the general postings.
- e) A Teacher subject to an administrative transfer shall be granted an interview for at least five (5) of the teaching positions posted by the Board.
- f) In the event the Teacher does not select a position prior to the postings or does not obtain a position through the posting process, the Board may

transfer the Teacher. An administrative transfer shall be no further than the greater of twenty (20) kilometers from a Teacher's home or twenty (20) kilometers from the elementary school closest to the Teacher's home.

15.05 Surplus Teachers In A School

- a) When it has been determined by the Board that there are surplus Teachers in a school due to redundancy, declining enrolment or programme change, such determination may necessitate the transfer of a Teacher(s) on a particular staff. When the Board anticipates such redundancy, it shall notify the staff as early as possible in order to facilitate voluntary transfer.
- b) Individual Teacher(s) under consideration shall be notified as early as possible, in writing, and in any event no later than May 1.
- c) The individual(s) to be transferred shall be determined by seniority as determined by Article 18.02 subject to the right of the Board to retain Teachers necessary to meet program needs (i.e. FSL, Special Education, Library).

15.06 Postings For Positions Of Added Responsibility

- a) The Board shall post positions of added responsibility for a period of five (5) teaching days. All applicants meeting the posted requirements shall be interviewed. This requirement shall not apply to positions filled on a temporary basis for a period of less than one (1) year.
- b) The Board, after consultation with the representatives of the local Bargaining Unit, will set the criteria for the posting for positions of added responsibility.
- c) When the Board establishes a new position of added responsibility for which no provision exists in the Collective Agreement, the Board shall consult with the unit executive of the Bargaining Unit regarding the appropriate designation, criteria and responsibility allowance prior to posting for the position.

15.07 A full-time Teacher may apply for a part-time assignment for a fixed term after which he/she will return automatically to a full-time position. The Board shall grant such requests provided there are part-time positions available and provided the fixed term does not exceed two (2) years. Such time period may be extended with the permission of the Board.

ARTICLE XVI - SCHOOL ORGANIZATION

16.01 Staffing Levels

- a) The Board shall employ a staff complement which shall not exceed 28.0:1, to include all Teachers except Junior Kindergarten, Senior Kindergarten, Literacy Support, Special Education, Teacher Librarians, English as a Second Language, French as a Second Language, Itinerant and Centrally Employed Teachers. In calculating the above staff complement, any student enrolment which would require .5 of a Teacher shall be rounded up and .4 or less shall be rounded down.
- b) No class, grades one (1) through eight (8), will have more than twenty-eight (28) pupils as of September 30 in each year. This maximum class size may be exceeded by ten percent (10%) and by a further amount with the written consent of the Teacher after consultation with the Teacher and unit president or his/her designate c) A junior kindergarten class shall be no larger than eighteen (18) pupils as of September 30 provided accommodation is available in the school to establish another class. This maximum class size may be exceeded by ten percent (10%).
- d) A kindergarten class shall be no larger than twenty-four (24) pupils as of September 30 provided the accommodation is available in the school to establish another class.
- e) A junior kindergarten-kindergarten split class shall be no larger than a pro-rated maximum determined by the proportion of junior kindergarten-kindergarten pupils.
- f) In any event, the Board shall maintain a system wide class size average of 24.5:1 for junior kindergarten to grade eight excluding Special Education, subject to a one (1%) variance.
- g) The Board shall endeavour to minimize the number of split grades in each school.
- h) Scheduled rotary classes shall be subject to the maximum class sizes as determined by Article 16.01 b)

16.02 **Special Education Teachers**

- a) The Board shall maintain a minimum of 1.0 special education Teacher in each school excluding ISA4 funded Teachers
- b) The Board shall employ a minimum complement of 65 special education Teachers excluding ISA4 funded Teachers.

16.03 **Ancillary Staff**

The Board will employ a complement of at least 45 Teachers for such positions as Teacher Librarians, English as a Second Language, Consultants, Itinerant Teachers, Centrally Employed Teachers.

16.04 **Preparation Time**

- a) Full-time Teachers in elementary schools shall be granted a minimum one hundred and sixty (160) minutes per week for the purpose of preparation, planning, and evaluation. The one hundred and sixty (160) minutes for preparation time shall occur within the instructional day of the students.
- b) Preparation time for part-time Teachers shall be pro-rated.
- c) It is understood that the Teachers' preparation time shall be in periods of not less than (20) minutes at a time.
- d) If a Teacher does not receive preparation time because of the absence of a Teacher who provides preparation time for that Teacher, the lost preparation time will be provided within a week if requested from the principal.
- e) Three whole days will be allocated to all classroom teachers and preparation delivery teachers for in-school assessment and evaluation. Two (2) days shall be covered by occasional teachers and the third day shall be covered by occasional teachers or other teachers. The days shall be scheduled in consultation with the principal.

16.05 **Supply Teacher**

The Board shall normally provide a supply Teacher where a classroom Teacher is absent from regular classroom duties. This shall not preclude voluntary coverage by Teachers with the proper approval.

16.06 **Lunch Time**

Each Teacher shall have a forty (40) minute uninterrupted scheduled interval for lunch, free of supervision or other duties. The middle 20 minutes of students' scheduled interval for lunch hour shall be supervised by non-teaching staff who are not members of this bargaining unit. There shall be an equitable distribution of residual noon hour supervision.

16.07 **Professional Development Days**

On afternoons of the PD days following first and second term parent-teacher interviews and the afternoon of the final PD day of the school year the teacher may elect to do his/her preparation, planning and evaluation away from the work site on these days. In addition, the teacher shall have one half day on the remaining PD day for preparation, planning and evaluation to be done on site. It is

understood that the day referenced above is not the Professional Development which falls on the last day of the school year.

16.08 School Year

No Teacher shall be required to report to work prior to the commencement of the school year as defined in Regulation 304, Section 24 and in accordance with Part VI, S. 171, ss 50 of the Education Act unless directed by Board Policy. Prior to the decision of the Board to effect such policy, the Board shall meet and consult with the Association.

Notwithstanding the above, the five (5) days designated under Section 171 of the Education Act shall not be used to replace the two (2) days referred to in Article 16.07 above.

16.09 Acting Administrator

- a) The Board may assign to a Teacher the duties of a Vice Principal for a temporary period of time not to exceed ninety (90) consecutive school days provided that the time may be extended with the consent of the Bargaining Unit which consent shall not be unreasonably withheld.
- b) A Teacher shall not be assigned without his/her consent and shall not be required to perform evaluations.
- c) Acceptance by the Teacher of such duties on a temporary basis shall not interrupt the Teacher's accumulation of seniority rights or credit for experience under the provisions of this agreement or his/her membership in the bargaining unit.
- d) All provisions of the collective agreement shall apply to the Teacher during the term of the assignment.
- e) The assigned Teacher shall be compensated at the rate of pay for the position.
- f) An assigned Teacher shall be replaced by an occasional Teacher for the duration of the assignment.

16.10 Teacher In Charge

- a) In each school without a Vice Principal the Board shall appoint a Teacher In Charge. The Teacher In Charge is responsible only for responding to emergency situations when the school administrator(s) is out of the school.

- b) A Teacher In Charge will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the collective agreement.
- c) A Teacher In Charge shall be compensated at the rate of \$1,000.00 per annum plus \$12.50 per half day for any days in excess of 25 days per year.
- d) No Teacher shall be appointed without his/her consent.
- e) In the event that the Principal, Vice Principal and Teacher In Charge are absent on any single day the Principal shall appoint a Teacher In Charge for that single day. An allowance of \$12.50 per half day shall be paid to the Teacher for absences for each half day.
- f) Failure to pay as provided shall be grievable.

ARTICLE XVII - WORKING CONDITIONS

17.01 Medical/Physical Procedures

- a) No Teacher shall be required to administer or perform any medical or physical procedure for which he/she has not been trained. This provision shall not detract from the overriding responsibility of all Teachers to ensure the health and safety of all pupils under the Board's care.
- b) The Board shall provide adequate insurance against any liability for claims which may arise from the administration of medication or first aid.

17.02 Weather Conditions

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

17.03 Auxiliary Staff

The Board may employ auxiliary personnel provided that the work of such persons shall be confined to duties of a clerical, housekeeping, technological, monitory or supportive nature.

ARTICLE XVIII - PRINCIPLES GOVERNING STAFF REDUCTION

18.01 Lay-off

- a) All Teachers shall be laid off in accordance with their position on the seniority list with the Teacher with the least seniority to be laid off first.
- b) A Teacher who is to be laid off is to be given written notice on or before June 10th of the calendar year in which the layoff is to occur.
- c) A Teacher whose lay off is caused by the return of a Teacher on leave shall be given a minimum of thirty (30) days notice.

18.02 **Seniority**

- a) Seniority shall mean the length of continuous service in the bargaining unit with the board, or predecessor board, from the most recent date of hire commencing with the first day of work.
- b) For the purposes of this article, continuous employment shall include being on the recall list and any leave of absence approved by the Board.
- c) The elementary seniority list shall include the names of all Teachers in decreasing order of seniority and the date of commencement of employment in the bargaining unit(s).
- d) Notwithstanding Article 18.02(c) above, Teachers who were actively employed by the former Windsor Roman Catholic Separate School Board on the first day of any academic year shall be deemed to have a commencement date equivalent to the modified school year as set out for the former Essex County Roman Catholic Separate School Board.
- e) Where the seniority of one or more Teachers is equal, the determination of their respective positions on the list shall be determined as follows:
 - i) Total actual years of teaching experience including long term and casual occasional experience. The casual occasional experience is experience gained subsequent to January 1, 1982. For Teachers hired prior to January 1, 1998 'total actual years of teaching experience' with the Board shall be defined as teaching experience only with the Board that the Teacher was employed with prior to January 1, 1998. For Teachers hired subsequent to January 1, 1998 "total actual years of teaching experience" with the Board shall be defined as teaching experience with both the Windsor and Essex Catholic School Boards.
 - ii) Total years of teaching experience in Ontario including any experience defined in (i) above and in addition long term occasional teaching experience in Ontario and any experience in a teaching institution recognized by the Ministry of Education and Training.
 - iii) Total years of teaching experience in Canada and/or other countries.

- iv) Highest category placement in accordance with the QECO Programme as outlined in Article 19.02 (a).
- v) By lot drawn in the presence of the president or designate of the local bargaining unit.
- f) An elementary seniority list shall be published on October 15th of each year and posted by that date in each school. The Teachers or their representatives shall have thirty (30) days from the date of posting to notify the Board in writing of any errors in the list, failing which, the list shall be deemed to be correct. In the event errors are pointed out, a corrected list shall be posted. A position on the seniority list shall not be grievable after the thirty (30) days allotted for correction.

18.03 **Recall**

- a) The Board shall maintain a "Recall List" of Teachers who are laid off.
- b) Teachers "laid off" shall be placed on a recall list in order of their seniority.
- c) Any Teacher laid off shall have the right of recall beginning with the date of notification of layoff and for the subsequent period of three (3) years from the effective date of layoff.
- d) Prior to new hires and as teaching positions become available, they shall be offered to the Teachers having a right to recall in reverse order of lay-off provided that the Teacher is qualified in accordance with the Education Act or becomes qualified prior to the date the position commences.
- e) Teaching positions that become available shall be offered to Teachers on the recall list by verbal contact on the condition that they provide the Board with an address and telephone number where they can be reached, if other than their regular address and telephone number.
- f) If a Teacher cannot be contacted verbally, a registered letter shall be forwarded to the Teacher's last address known to the Board. The Teacher will be required to advise the Board of his/her acceptance of the recall within the ten (10) calendar days of the mailing of the registered letter failing which he/she will be deemed to have refused the recall.
- g) A Teacher on a recall list must keep the Board informed at all times of his/her current address and telephone number.
- h) Teachers on the recall list shall be given priority to be hired on the Occasional Teacher List.

- i) A Teacher on the recall list who refuses a position offered shall not forfeit his/her right to recall.
- j) If a Teacher accepts a part-time position during the school year, that Teacher shall retain his/her right to recall to a full-time position

ARTICLE XIX - PAYMENT OF SALARIES

- 19.01
- a) Teachers shall be paid in 1/26 equal payments of their annual salary beginning the first Friday after the school year commences and every second Friday thereafter. The start of the school year shall be defined as the first day Teachers are required to report to work.
 - b) Net salary payments shall be deposited into the account of each employee at authorized financial institutions.
 - c) The members' portion of the employment insurance rebate shall be forwarded by the Board to each Teacher prior to December 31st of each calendar year.
 - d) College of Teachers deductions shall be made in 4 equal payments commencing with the first pay cheque in January.

19.02 **Qualifications Evaluation Council Of Ontario (Q.E.C.O.)**

- a) Category definitions governing the payment of basic salary are as stated in the Qualifications Evaluation Council of Ontario Programme Number 5.
- b) Teachers who are presently being paid at a level above their category, as determined by their rating under Q.E.C.O., shall not have their salary rate lowered provided they make reasonable progress toward qualifications for such Q.E.C.O. rating.
- c) At the discretion of the Director of Education, consideration shall be given to Teachers who, through no fault of their own, are unable to complete a course.

19.03 **Placement**

- a) Except as otherwise specifically provided for in the terms of this Agreement, the annual salary of each Teacher shall be determined in accordance with the salary schedule delineated within this Agreement. Payment of any salary not so determined shall constitute a breach of this Agreement.
- b) Where the qualification is completed and submitted between January and June inclusive, the increased rate in salary shall take effect in September of the same year.

- c) Where the qualification is completed in July and August and submitted to the Board by the end of December of the same year, the increase in salary shall take effect in the next January retroactive to the previous September.
- d) Where the qualification is completed between September and December, the increase in salary rate shall take effect in January of the following year, once proven.
- e) In accordance with (b), (c) and (d) above, if it is clearly established to the satisfaction of the Director that the delay for submission of proof was for reasons beyond the control of the Teacher, the salary adjustment shall be granted retroactively.
- f) "Qualifications" under paragraphs (b), (c), and (d) hereof shall be those provided by Q.E.C.O. with the responsibility for notification of category change remaining with the Teacher concerned.
- g) If a Qualifications Evaluation of Ontario Certificate is not submitted in accordance with the above, a Teacher will be placed in the appropriate year of Category A without a university degree or Category A1 with a university degree.
- h) The Board shall not withhold any portion of the salary of any Teacher unless specifically provided by statute or by the terms of this agreement.

19.04 Denial Of Increment

Annual increments may be denied for one year if the Teacher's performance is deemed to be inadequate as attested by a superintendent, provided that the Teacher has been given every reasonable assistance and satisfactory improvement has not occurred. Should a Teacher not receive an increment for this reason, such Teacher's salary shall revert to the schedule upon a favourable recommendation of the superintendent. The year for which the increment was withheld shall be considered a year of service with the board in determining the following year's salary. The Teacher involved in the withholding of an increment must receive a copy of the unsatisfactory report.

19.05 Payment Of Salary

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

$$\frac{1}{\text{number of teaching days (including P.D. days)}} \times \text{number of days absent} \times \text{Teacher's annual salary}$$

19.06 Information Re: Teachers' Salaries

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

ARTICLE XX - FEDERATION RELEASE TIME

- 20.01
 - a) If requested by the Bargaining Unit, the Board shall grant up to 2.0 elementary unit officers leaves of absence from teaching duties to fulfill the responsibilities inherent to the office.
 - b) The Board shall pay a maximum of .5 of one F.T.E. salary and the Board's share of benefits. All additional costs shall be paid by the Bargaining Unit.
 - c) It is understood that this release time shall be without loss of salary, benefits, sick leave credits, experience and/or seniority.
 - d) Upon completion of his/her term as Unit Release Time Officer, the Teacher shall return to a position comparable to that previously held.
- 20.02
 - a) The Board recognizes the appointment of one Association Representative at each school and/or work site.
 - b) A Teacher shall be informed of any meeting called by the school administration where the purpose of the meeting is for disciplinary action or which may be deemed to be disciplinary. The Association Representative or a representative designated by the association shall be invited at the discretion of the Teacher to such a meeting.
 - c) A Teacher may request the attendance of the Association Representative or a representative designated by the association at any school meeting with the Administration of the Board or the school.
 - d) Each Association Representative shall be released from assigned duties without loss of any benefits including pay, to attend a meeting with a member of the bargaining unit called by the school administration.

20.03 The Director shall grant time off for a leave of absence with pay to a Teacher for attendance in an official capacity at Teachers' Federation meetings. The Bargaining Unit if requested will reimburse the cost of the occasional Teacher required to cover the Teacher's absence for those activities initiated by the Bargaining Unit.

ARTICLE XXI - SALARY AND ALLOWANCES

21.01 Travel Allowance

Traveling allowances shall be paid to Teachers required to travel in the performance of their duties as per Board policy.

21.02 A one-time lump sum of \$600.00 shall be paid to any Teacher who attains a Masters Degree that is not utilized for Category Placement.

21.03 a) If the Board directs a Teacher to take a course, other than those required as a condition of employment, the tuition fee shall be reimbursed upon successful completion of the course and \$175 per week for living expenses, if the said course is to be taken at a location in excess of fifty (50) miles or eighty (80) kilometres from Central Office.

b) For the course required as a condition of employment, the Board shall provide an interest free loan to cover the tuition, if requested. The teacher shall repay the loan through payroll deduction over the following school year.

21.04 The Head Consultant and Coordinator allowances shall be red circled at their current dollar amount.

21.05 Allowances are as follows:

ALLOWANCES CONSULTANT	
YEARS	
0	\$3,503
1	\$4,274
2	\$5,115
3	\$5,885

21.06 The Board agrees to pay the Teachers in accordance with the salary grids attached hereto.

ARTICLE XXII - DURATION

22.01 This Agreement shall have effect from September 1, 2002 and will continue in force until August 31, 2004.

- 22.02 Either party to this Agreement may file written notice to the other party by April 30th in the year in which the Agreement expires, of its desire to negotiate, with the view to the renewal, with or without modification, of the Agreement then in operation. The parties shall meet within thirty (30) days from the giving of the notice and they shall negotiate in good faith and make every reasonable effort to make an Agreement or to renew the Agreement, as the case requires.
- 22.03 The parties may, at any time, upon their mutual agreement, negotiate revisions of this Agreement.

Windsor-Essex Elementary Teachers' Salary Grid – September 1, 2002 to August 31, 2003

Yrs. Exp.	Level A	Level A1	Level A2	Level A3	Level A4
0	32899	34633	36895	40460	43042
1	34899	36737	38999	42930	45512
2	36898	38840	41103	45401	47984
3	38895	40944	43206	47871	50456
4	40895	43048	45309	50344	52926
5	42892	45151	47412	52815	55398
6	44890	47255	49516	55285	57867
7	47831	50349	52657	58918	61553
8	49870	52496	54803	61440	64073
9	51908	54643	56950	63960	66593
10	53946	56788	59095	66480	69115
11	55985	58934	61241	69001	72171

Windsor-Essex Elementary Teachers' Salary Grid – September 1, 2003 to August 31, 2004

Yrs. Exp.	Level A	Level A1	Level A2	Level A3	Level A4
0	33886	35672	38002	41674	44333
1	35946	37839	40169	44218	46877
2	38005	40005	42336	46763	49424
3	40062	42172	44502	49307	51970
4	42122	44339	46668	51854	54514
5	44179	46506	48834	54399	57060
6	46237	48673	51001	56944	59603
7	49266	51859	54237	60686	63400
8	51366	54071	56447	63283	65995
9	53465	56282	58659	65879	68591
10	55564	58492	60868	68474	71188
11	57665	60702	63078	71071	74336

Letter of Understanding:

Re Assignment of Preparation Time and Lunch Supervision:

Between: The Association and the Board

- a. The current practice of not assigning preparation time for teachers during the students' scheduled interval for lunch and recess will continue during the term of this agreement.
- b. No Teacher employed as of the date of this agreement shall be laid off during the term of this agreement.
- c. No classroom teacher shall be required to provide preparation time for another classroom teacher.

Dated at Windsor Ontario this 9th day of May, 2003.

For the Board

For OECTA

LETTER OF INTENT

The Board will direct the principals to ensure that all teachers receive their full entitlement of preparation and planning time.

Dated at Windsor Ontario this 9th day of May 2003.

For the Board

For OECTA

Letter of Understanding: Re Evaluation of Teachers

Between: The Association and the Board

The Board agrees to inform the local Unit President of Teachers who have received a negative evaluation in a timely fashion.

It is agreed that extra-curricular activities shall not be considered in the evaluation of a teacher's teaching performance.

The parties agree that issues pertaining to Catholicity and life style outside of the school shall be dealt with in accordance with the policy being developed by the Institute of Catholic Education joint committee in respect of the factors to be used in assessing teaching performance.

Dated at Windsor, Ontario, thus 9th day of May, 2003

For the Board:

For the Union:

Letter of Understanding: Re Article 16.04 (e)

Between: The Association and the Board

The Superintendent of Human Resources shall issue a directive to each principal at the beginning of the 2003-2004 school year directing them as follows:

Consultation with the principal is for the purpose of scheduling:

A Teacher's request for a particular day or days shall be not unnecessarily denied.

Days shall not be scheduled consecutively except by mutual agreement of the teacher and the principal.

Days for part-time teachers shall be pro-rated.

Dated at Windsor, Ontario this 9th days of May, 2003

For the Board:

For OECTA
