

SOURCE	Sch. Bd.		
EFF.	98	09	01
TERM.	2000	08	31
No. OF EMPLOYEES	5.20		
NOMBRE D'EMPLOYÉS	A4		

76Ministry of Education and Training of Ontario, Canada. THIS AGREEMENT IS MADE COVERING THE PERIOD FROM SEPTEMBER 1, 1998 TO AUGUST 31, 2000 BETWEEN THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD hereinafter referred to as the BOARD and THE SECONDARY TEACHERS OF THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD AS REPRESENTED BY THE ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION hereinafter referred to as the TEACHERS

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

ARTICLE I - PURPOSE

1.01 As it is the common goal of the Board and the Teachers to provide the best possible Catholic education for the children of the community and whereas 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; and

1.02 in order to achieve that common goal, it is essential that the Board and the Teachers maintain the harmonious relationship which exists between them;

1.03 the Board and Teachers agree that this Collective Agreement shall be applied in a manner which fully supports the basic equality of all staff;

1.04 the Board and Teachers agree that every employee has a right to freedom from all forms of harassment.

1.040 Any Teacher shall have the right to such redress in accordance with the Board's Harassment Policy if that Teacher believes that he/she has been harassed.

1.041 The Board and Teachers shall jointly plan policy and programmes promoting dignity and equality and a school environment that is free from harassment.

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 - RECOGNITION

2.01 The Windsor-Essex Catholic District School Board shall recognize the Ontario English Catholic Teachers Association as the sole bargaining agent for the Secondary Teachers employed by the Board, except Occasional Teachers.

2.02 The terms of this Agreement shall apply to a Will Secondary Teachers employed by the Board. Any exceptions must be agreed upon by the Bargaining Unit and the Board. Unless specifically stated to the contrary, all references to Teachers in the Agreement refer to Secondary school Teachers as defined in Part X.1 of the Education Act, excluding Occasional Teachers.

2.03 The Bargaining Unit includes every Secondary Teacher, other than an Occasional Teacher, who is assigned to perform teaching duties all or most of the time.

2.040 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.

2.041 Save and specifically provided by statute, or as in Article 8.06 E of this Agreement, the Board shall not withhold any portion of the salary of any Teacher.

2.042 No Teacher shall suffer a loss of salary due to the implementation of this Collective Agreement, save and except for a loss of a responsibility allowance in accordance with the terms and conditions of the Collective Agreement.

2ARTICLE III - ASSOCIATION SECURITY

Association Information

3.010 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) days of beginning employment for a Teacher employed by the Board after the beginning of the school year.

3.011 Names of Teachers entering, transferring within or leaving the employ of the Board, shall be furnished to the authorized Teachers representatives.

3.012 The Board shall make available to an authorized representative of the Teachers, following a request in writing, copies of those portions of the Board's insurance policy(ies) which relate to those benefits covered by the terms of this Collective Agreement.

Association Representatives

3.020 The Board recognizes the appointment or the election by the Teachers of one or more Association Representative(s) at each school/worksite.

3.021 The Bargaining Unit shall forward a list of Association Representatives to the Board by September 15 of each year.

3.022 The Board agrees to provide bulletin board space at each school/worksite for the exclusive use of the Bargaining Unit to post notices and other relevant information.

3.023 A Teacher required to attend a meeting with a school or board administrator where the purpose of the meeting is disciplinary shall be given reasonable notice of the intention of the meeting. The Administrator shall advise the Teacher of his/her right to request the attendance of an Association Representative at the meeting.

3.024 The Teacher and the Association Representative shall suffer no loss of pay or any other entitlement for the time spent attending the meeting.

Federation Release Time

3.030 Effective September 1, 1998, at the discretion of the Bargaining Unit(s), the Board shall grant up to two (2) Secondary Unit Officers leaves of absence from teaching duties to fulfill the

responsibilities inherent to the office.

3.031 The cost of providing this release time shall be paid as follows:

3.0310 The Board shall pay a maximum of .5 of one FTE salary and the Board's proportionate share of benefits. All additional costs shall be paid by the Bargaining Unit.

3.032 It is understood that this release time shall be without loss of salary, benefits, sick leave credits, experience and/or seniority. Salary and benefits shall be administered by the Board through the normal payroll process.

3.033 Upon completion of their term as Unit Release Time Officers, the Teachers shall return to their position unless otherwise mutually agreed upon by the parties.

Collective Bargaining Committee

3.040 The Chairperson and Chief Negotiator or designate, of the Secondary Bargaining Unit Negotiating Committee shall be allowed time off without loss of pay to attend meetings or perform other necessary functions, up to five (5) days each per year during time of negotiations. However, if the absences required for such purposes are covered by an Occasional Teacher, the Bargaining Unit shall reimburse the Board one half the cost of the coverage.

3.041 The Board shall excuse up to eight (8) members of the Bargaining Unit Negotiating Committee from teaching duties to attend meetings with the Board for the purpose of negotiating the Collective Agreement or its renewal, without loss of benefits, sick leave credits, seniority and equivalent teaching experience.

3.042 The Board shall, upon request, be reimbursed by the Bargaining Unit one half the cost of Occasional Teacher coverage for the aforementioned members of the Bargaining Unit Negotiating Committee during the time the said members are meeting with the Board for the purpose of negotiating the Collective Agreement or its renewal.

3.043 The Board shall not deduct pay from said members of the Bargaining Unit Negotiating Committee for time spent in meetings with the Board for the purpose of negotiating the Collective Agreement or its renewal.

Federation Fees

3.05 The Board shall deduct from each Teachers pay, in twenty (20) equal payments, 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 the total amounts so deducted through appropriate channels to the Ontario English Catholic Teachers Association on a monthly basis.

College of Teachers Fees

3.06 The Board shall deduct from each Teachers pay, in twenty (20) equal payments, the regular fees of the Ontario College of Teachers. The Board shall forward the total amounts so deducted through appropriate channels to the Ontario College of Teachers on a monthly basis.

ARTICLE IV - DURATION, RENEWAL OR REVISION



4.01 This Agreement shall have effect from September 1, 1998 and will continue in force until August 31, 2000.

4.02 Either party to this Agreement may serve notice to renew the Collective Agreement by April 1 of the year of expiration.

4.03 The parties may, at any time, upon their mutual agreement, negotiate revisions of this Agreement. Such mutual changes shall not constitute a reopening of the Collective Agreement.

ARTICLE V - LENGTH OF SCHOOL YEAR

5.01 The Board shall not require Teachers to report to work prior to the commencement of the school year as defined in the Education Act and the Regulations from time to time.

5.02 The Board shall designate four (4) school days as professional activity days in each school year. The Board agrees to consult with the Bargaining Unit about the use of these days.

ARTICLE VI - QUALIFICATIONS EVALUATION COUNCIL OF ONTARIO

6.01 Category definitions governing the payment of basic salary are as stated in the Qualifications Evaluation Council of Ontario Programme Number Four.

6.02 Teachers with a Letter of Standing, Letter of Permission or Letter of Approval shall be paid according to their standing on the grid.

6.03 A Teacher adversely affected by moving from QECO Programme 3 to QECO Programme 4 shall have his/her salary red-circled.

ARTICLE VII - DEFINITIONS/ JOB DESCRIPTIONS

7.01 Teacher - A Teacher, as defined in Part X.1 of the Education Act, is assigned to full or part-time duties in the Secondary schools of the Board and is a member of the Bargaining Unit, including Replacement Teachers but excluding Occasional Teachers.

7.02 Vacancy - any unfilled teaching position in the Secondary panel.

7.03 Surplus Teacher - A Teacher employed by the Board for whom there is no position in the same school the following school year as determined by Article XIII.

7.04 Redundant Teacher - A Teacher employed by the Board for whom there is no position in the system for the following school year as determined by Article XIV.

7.05 Letters of Standing/ Permission/Approval - 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.

7.06 Category - shall be those outlined by the Qualifications Evaluation Council of Ontario (Q.E.C.O.) according to Programme Number Four.

7.07 Part-time Teacher - is a Teacher employed by the Board on a regular basis for other than full-time duty.

7.08 Position of Added Responsibility - is a position for which a responsibility allowance is paid in addition to the regular salary.

7.09 Auxiliary Personnel - includes those persons other than Teachers as defined in the Education Act and as defined in Part X.1 of the Education Act who are employed by the Board.

7.10 Co-ordinator/Consultant - is a qualified Teacher as defined in the Education Act with at least a specialist certificate in one of the program areas for which he/she is responsible who is appointed by the Board to work under the direction of the appropriate Supervisory Officer.

7.11 Department Head - is a Teacher with at least a specialist certificate in one of the subject areas for which he/she is responsible who is appointed by the Board to direct and supervise a department in a Secondary School. In the case of Religious Studies, the parties agree to accept an Honours Degree in theology or the equivalent. In the case of Technological Studies, if there are no qualified applicants, the Board may appoint a Teacher who is taking courses leading to a specialist certificate in Technological Studies. Such appointment shall be for one (1) year. The appointment may be renewed on an annual basis.

7.12 Site Administrator - is a qualified Teacher as defined in the Education Act who shall be appointed by the Principal to oversee the daily operation of a satellite campus.

7.13 Acting Administrator

7.130 The Board may assign to a Teacher the duties of an administrator (Principal/Vice Principal) for a temporary period of time not to exceed one (1) semester. The Board may renew the assignment one (1) time.

7.131 No Teacher shall be assigned without his/her consent.

7.132 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.

7.133 All provisions of the Collective Agreement shall apply to the Teacher during the term of the assignment.

7.134 The assigned Teacher shall be compensated at the rate of pay for the position.

7.135 An assigned Teacher shall be replaced by an Occasional Teacher for the duration of the assignment.

7.136 Any Teacher assigned such duties shall not evaluate or discipline another member of the Bargaining Unit.

ARTICLE XIII - MANAGEMENT RIGHTS

8.01 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:

8.010 hire, transfer, assign, evaluate and promote;

8.011 layoff a redundant Teacher;

8.012 discipline, suspend with or without pay, demote or dismiss a Teacher

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

8.03 In the event a Teacher is suspended without pay for a period of time, up to three (3) days, and the Teacher grieves the suspension in accordance with the grievance procedures set out in this Agreement, the Board will continue to pay the Teachers salary pending the arbitration or other resolution of the grievance. In the event the grievance is resolved or decided in favour of the grievor, references to the discipline shall be removed from the grievor's personnel file. In the event the grievance is resolved or decided in favour of the Board, the Teacher shall be liable to reimburse the Board for the amount of wages paid during the suspension. The Board shall have the right to deduct any monies owing from the Teachers wages. The Teacher shall execute any documents required pursuant to the Employment Standards Act or the Regulations thereto for the Board to be able to make such deductions.

Just Cause

8.040 No Teacher shall be disciplined, suspended with or without pay, demoted or dismissed without just cause.

8.041 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.

8.042 In the case of dismissal of a probationary Teacher, the Board may apply a lower standard of just cause.

8.043 Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article XIV of this Collective Agreement.

Probationary Period for Teachers

8.050 A Teacher will be considered to be on probation until that Teacher has completed one (1) year of employment (ten (10) teaching months) as a Teacher in this Bargaining Unit with the Board.

8.051 In extraordinary circumstances, the Board may extend the probationary period up to an additional year (ten (10) teaching months) upon written notification to the Teacher. Prior to notification to the Teacher, the Board shall consult with the local Bargaining Unit regarding the length of the extension and the reasons therefor.

8.052 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.

Denial of Increment

8.06 Annual increments may be denied for one (1) year if the Teacher's performance is deemed to be inadequate as attested to by a Supervisory Officer in writing, provided that the Teacher has been given every reasonable assistance and satisfactory improvement has not occurred. On evidence of improvement to satisfactory adequacy, the Teacher will be placed at the same position on the grid he/she would have been, if no increment had been denied as of the following September 1. There will be no payment of the lost increment.

Separate School Rights

8.070 The provisions of the Agreement shall not be applied or interpreted as to prejudicially affect the rights 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.

8.0710 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 tribunal to hear the facts and review the decision of the Board.

8.0711 The tribunal shall be composed of one (1) appointee by the trustees, one (1) appointee by the local Bargaining Unit and a third person to act as chairperson. He/she shall be chosen by the other two (2) members of the tribunal. 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 tribunal may make recommendations to the Board which the Board hereby agrees to consider.

8.0712 With the consent of the parties, if the temporary status of the Teacher can be agreed upon, the tribunal may be requested to consider the complaint prior to an initial determination by the Board.

8.072 The provisions under section 8.0710, 8.0711 and 8.0712 shall not be interpreted so as to diminish the rights reserved under section 8.070.

8.073 Nothing under 8.070, 8.0710, 8.0711 and 8.0712 shall enhance or diminish the right of a Teacher to grieve under the Collective Agreement.

ARTICLE IX: TEACHER RIGHTS

Access to Personnel Files

9.010 All Teachers shall have access to the Lir personnel files upon request in writing. The Teachers 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.

9.011 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.

9.012 If a Teacher disputes the accuracy of any fact contained in his/her file, he/she may request in writing the amendment or the removal of the disputed material. Where the material is amended or removed the Board shall notify all persons who received a report based on the inaccurate material within five (5) working days. If the information is amended, the appropriate Board official shall return the original document to the Teacher. The amended information shall be retained in his/her file. If the information is removed, the appropriate Board Official shall return the original document to the Teacher. In the event that the Board refuses to amend or remove the said material, the Teacher may file a grievance under the procedure outlined in this Agreement.

9.013 After three (3) years, a Teacher may request the removal of any negative report from his/her file. Notwithstanding the denial of such request, the weight and significance of the negative report shall be diminished over time. Negative reports of a minor nature shall be removed after three (3) years at the request of the Teacher.

Lunchtime/Supervision

9.020 Each Teacher, except in case of emergency, shall have a maximum of one (1) twenty (20) minute lunch time supervision per week on average over the school year.

9.021 Other supervision shall be allocated in a reasonable, equitable and fair manner.
Medical/Physical Procedures

9.030 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 students under the Board's care.

9.031 The Board shall provide adequate insurance against any liability for claims which may arise from the administration of medication or first aid.

Weather Conditions

9.04 In the event of weather conditions which make travel hazardous, a Teacher will make an honest attempt to reach his/her school/worksite, failing which he/she will attempt to reach another school/worksite. If unable to do so, the Teacher 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.

Teacher Information re: Salaries and Benefits

9.05 The Board shall make available for each Teacher with the first paycheck of the school year all information regarding his/her qualifications, experience, total salary and manner of calculating same. When a new Collective Agreement comes into effect, a Benefit Booklet outlining current Teachers' benefits will be provided as soon as possible. An updated list of changes will be provided each September.

College of Teachers Complaints

9.06 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.

Evaluation Procedures

9.070 The evaluation of a Teacher shall be conducted in accordance with Board Policy.

9.071 No member of the Bargaining Unit shall evaluate another member.

9.072 The Board agrees to a joint committee with equal representation from the Bargaining Unit and the Administration to establish and assist in the implementation of an evaluation procedure.

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ARTICLE X - GRIEVANCE PROCEDURE

Grievance Procedure

10.01 Purpose: The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances which may arise from time to time.

10.02 Definition: A grievance is a claim by a Teacher, a group of Teachers or the Bargaining Unit relating to the interpretation, application or administration of this Agreement.

10.03 Time limits prescribed in the complaint/grievance procedure shall be mandatory unless waived in writing by both parties.

10.04 Complaints and grievances shall be settled in the following manner and sequence:

STEP I - Complaint (Informal Stage)

10.040 The Teacher(s) and/or designate having a complaint arising out of this Agreement shall notify the Principal or Superintendent.

10.041 The Principal or Superintendent shall reply verbally within five (5) working days after receipt of the complaint.

10.05 Failing satisfaction with this verbal reply the complaint may proceed to Step II.

STEP II - Grievance (Formal Stage)

Failing satisfaction with the reply in Step I above, then:

10.050 The aggrieved Teacher(s) and/or Bargaining Unit may notify the Director in writing of intention to convert the complaint to a grievance.

To constitute a valid grievance, the notice of intention must contain a concise written statement of the facts upon which the grievance is based, identification of the specific provisions of the Collective Agreement breached and the redress sought.

10.051 The grievance must be received within fifteen (15) working days after the Teacher(s) becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the grievance.

10.052 The Director shall arrange and hold a meeting within ten (10) working days of receipt of the grievance. The Director shall give to the aggrieved Teacher(s) and/or Bargaining Unit a written decision to the grievance within five (5) working day

s after the meeting.

10.053 The Teacher(s) shall have the right to be accompanied to the meeting with the Director by up to three (3) members of the Bargaining Unit / Association.

10.054 If satisfactory settlement is not reached under Step II, the Teacher(s) and/or Bargaining Unit may, within five (5) working days of the decision, take the grievance to the Board in writing or proceed to Step IV.

STEP III - Board of Trustees

10.060 If the Teacher(s) and/or the Bargaining Unit elect to proceed to Step III, the Teacher(s) and/or the Bargaining Unit shall request a meeting with the Board of Trustees to discuss the grievance.

10.061 The Board shall arrange such meeting to be held in camera at the next regularly scheduled Board meeting following receipt of the grievance. Either the aggrieved Teacher(s), or a representative of the Bargaining Unit, or both, may attend the meeting with the Board. The Board shall give the grievor(s) a written decision within five (5) working days after the meeting.

10.062 If satisfactory settlement is not reached under Step III, the Association may, within five (5) working days of the decision, take the grievance up with an Arbitration Board.

STEP IV - Arbitration

10.070 The Board of Arbitration shall be composed of one (1) appointee of the trustees, one (1) appointee of the Bargaining Unit and a third person to act as Chairperson.

10.071 Within ten (10) working days of the request for an Arbitration Board, the Bargaining Unit and the Board shall notify the other of its appointee. The chairperson shall be chosen by the other two (2) members of the Arbitration Board. In the event that agreement on a chairperson cannot be reached within ten (10) working days, either party has the right to request the Ontario Labour Relations Board to appoint a chairperson and the consent to such an appointment is hereby given by the other party by virtue of this Agreement.

10.072 The Arbitration Board shall endeavour to meet within thirty (30) calendar days of the appointment of the chairperson to consider the grievance.

10.073 The decision of the Arbitration Board or a majority thereof shall be binding on both parties. In the event that there is a tie, the decision of the chairperson shall prevail.

10.074 Each party shall pay the costs of its own appointee to the Arbitration Board and the two (2) parties shall share equally the costs of the chairperson.

10.075 The Arbitration Board shall limit its actions to an interpretation of the Agreement and its application and administration and shall not change its provisions or substitute any new provisions.

10.076 The term "working days" when used in this Agreement shall mean any regularly scheduled school day.

10.08 Nothing shall deprive a Teacher of the right to process a grievance under this Article without

assistance from the Bargaining Unit. Any resolution shall be without prejudice to the position of the Bargaining Unit and/or the Collective Agreement.

10.09 In a grievance, which directly affects one (1) or more Teachers, the Board agrees, if the grievance is successful, to pay any monies that the arbitrator has allotted to the Teachers named in the grievance within thirty (30) calendar days unless the decision has been submitted to Judicial Review within thirty (30) calendar days.

ARTICLE XI - TEACHING EXPERIENCE

Teaching Experience

11.01 Each full year of recognized Canadian teaching experience shall count as one year

11.02 For Teachers who commence employment on or after September 1, 1998, Canadian teaching experience shall mean:

11.020 Full-time or part-time experience, including experience in Continuing Education, gained as a Teacher employed with a School Board or an Elementary or Secondary institution recognized by the Ministry of Education in Ontario or elsewhere in Canada.

11.021 Experience gained through casual occasional teaching assignments since September 1, 1993, with the Windsor and/or Essex County Roman Catholic Separate School Boards.

11.022 Experience gained while on long-term occasional teaching assignments with a School Board in Ontario or elsewhere in Canada.

11.023 Full-time experience gained in a Canadian University or Ontario Community College.

11.03 Each part year shall count as follows:

0 months and up to 4 months - no years

4 months and up to 8 months - 1/2 year

8 months and up to 10 months - 1 year

11.04 The Board may require written verification of teaching experience with other school Boards. The onus shall be on the Teacher to provide such verification from previous employers within forty (40) working days in order for the salary to be adjusted from the date of hire. If such verification is produced after forty (40) working days the Board is required to adjust the salary only from the date the verification is produced.

11.05 Full-time 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.

11.06 Any Teacher taking a Pregnancy/Parental/Adoption Leave, provided by statute, from the Board shall receive the full year of teaching experience and the increment he/she would have received had he/she not taken the leave.

11.07 No Teacher currently employed by the Board shall suffer a loss of experience or salary as a result of the merger of the Windsor and Essex Roman Catholic Separate School Boards.

11.08 A Teacher's total experience shall not permit a Teacher to pierce the maximum of the salary category, nor shall any Teacher be accredited with greater than one (1) year of experience in any circumstances outlined above.

Related Experience

11.090 Related experience for Technological Teachers shall be recognized at the rate of \$750.00 per year to a maximum of \$8,000.00. The number of years of related experience shall be determined by the Director. In no case, however, shall the salary determined exceed the maximum of the Teacher's appropriate grid category. The Teacher shall supply evidence of the related work experience claimed. Related experience entitlements for Technological Teachers shall be determined at the time of hiring.

11.091 Recognition and a written explanation of the concept of related work experience will be provided by the Board at the time of hiring such that it is clear whether or not the Board will recognize the related work experience of any newly hired Teacher.

ARTICLE XII - SENIORITY

12.01 Effective September 1, 1998, seniority shall mean the length of continuous employment in the Bargaining Unit with the Board, or predecessor Board, from the most recent date of hire commencing with the first day of work.

12.02 For the purpose of this Article, continuous employment shall include being on the Recall List and any Leave of Absence approved by the Board.

Seniority List

12.03 The Seniority List shall include the names of all Secondary Teachers, excluding Continuing Education Teachers, in decreasing order of seniority, the date of commencement of employment in the Bargaining Unit and the total seniority calculated in accordance with this Article.

12.04 A Secondary Panel Seniority List shall be published on October 15 of each year and posted by that date in each school/worksite. The Teachers or their representatives shall have thirty (30) days from the date of posting to notify the Board of any errors on the list. In the event errors are pointed out, or there are new hires, a corrected list shall be posted.

12.05 Notwithstanding the above as outlined in Article 12.03, 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.

12.06 Where the seniority of one (1) or more Teachers is equal, the determination of their respective positions on the list shall be determined as follows:

12.060 Total actual years of teaching experience with the Windsor Roman Catholic Separate School Board or the Essex County Roman Catholic Separate School Board prior to amalgamation including long-term and casual occasional experience. The casual or occasional experience is experience gained subsequent to January 1, 1982.

12.061 Total years of teaching experience in Ontario including any experience defined in 12.060 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.

12.062 Total years of teaching experience in Canada and/or other countries.

12.063 Highest category placement in accordance with QECO Programme 4.

12.064 By lot drawn in the presence of the President or designate of the local Bargaining Unit.

ARTICLE XIII - TRANSFERS

Voluntary Transfer

13.01 The voluntary transfer of Teachers shall be encouraged by the Board and the Bargaining Unit.

13.02 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.

13.03 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.

Voluntary Teacher Exchange

13.04 Only Teachers who submit a voluntary Teacher exchange form can participate in Teacher exchange.

13.05 Such exchanges neither apply to nor generate vacant positions as defined in Article 15.04.

13.06 All Teachers who wish to be on the voluntary exchange list must complete the voluntary Teacher exchange form on or before February 15 and a copy of such list shall be forwarded to the Bargaining Unit by February 16.

13.07 The exchange transfer list shall be posted in each school/worksite within five (5) working days.

13.08 Teachers who have not applied shall have five (5) working days to complete a voluntary Teacher exchange form for inclusion on the voluntary exchange list.

13.09 The updated voluntary exchange list shall be sent to each Teacher on the revised list and to the Bargaining Unit before the March break.

13.10 The voluntary exchange list will include:

- the names of Teachers who have completed the voluntary Teacher exchange form,
- the names of the schools involved,
- the subject area(s) involved,
- the names of the principals involved.

13.11 All voluntary exchanges shall be subject to the approval of the relevant Principals and Superintendent and the maintenance of the agreed upon teaching timetables.

13.12 This voluntary exchange process shall be completed on or before April 15

Administrative Transfer

13.13 No Teacher shall be subject to an administrative transfer unless he/she has been assigned to the same school for five (5) years.

13.14 When requesting an administrative transfer, 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. This shall be done by March 1.

13.15 The Teacher shall have the right to meet the Principal and the Superintendent within ten (10) working days of notification to discuss the reasons for transfer. Upon request of the Teacher, the President of the Bargaining Unit or designate shall attend such a meeting.

13.16 In the event that an administrative transfer is approved by the Superintendent, the Teacher shall be offered a choice from at least three (3) available vacant positions at different schools identified by the Superintendent prior to the general postings.

13.17 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. If there are fewer than five (5) positions posted, the Teacher shall be entitled to be interviewed for all the posted positions.

13.18 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 the Teachers home or twenty (20) kilometers from the Secondary school closest to the Teachers home. In the event there are not two (2) alternative schools within either distance, then the Teacher(s) may be transferred to one (1) of two (2) schools nearest in distance to his/her home.

13.19 The Board shall provide the Unit President(s) by September 30 a complete list of newly hired Teachers, voluntary, exchange and administrative transferred Teachers with their assigned schools, positions, and hiring dates.

Surplus Teacher(s) in a School

13.20 The Board may declare a Teacher(s) surplus to a school due to declining enrolment or if there are more Teachers in a program than required to teach that program in that school.

13.21 Subject to 13.20, a Teacher(s) declared surplus in a school shall be transferred from the entire school complement in reverse order of seniority.

13.22 The Board shall have the right to retain those qualified Teacher(s) necessary to meet its programme needs.

13.23 Teacher(s) bypassed according to 13.22 may not be assigned to another position in the school for which a transferred Teacher with more seniority is qualified.

13.24 When a Teacher(s) is declared surplus in a Secondary school based upon the number of

registrations of students as of April 30 and such Teacher(s) has been given notice of transfer to another school in the panel, the notice of transfer shall be rescinded as soon as the number of registrations in the school from which the Teacher(s) was declared surplus warrants an increase in staff prior to the date Teachers are scheduled to report to duty for the next school year.

13.25 Individual Teacher(s) under consideration shall be notified in writing as early as possible and in any event no later than May 10.

ARTICLE XIV -- PRINCIPLES GOVERNING STAFF REDUCTION

Redundancy/Layoff

14.01 Redundancy for the purpose of determining the layoff of Teachers shall be determined on a panel-wide basis rather than a school by school basis.

14.02 When Teachers are declared redundant, they shall be laid off in reverse order of their length of continuous employment with the Board as indicated on the Seniority List of Secondary Teachers.

14.03 Subject to the above, the criteria to be employed in layoff shall follow the seniority provisions as outlined in Article 12.06.

14.04 Teachers laid off due to redundancy shall be notified in writing by the Board stating the reasons for the layoff.

Recall Rights

14.050 The Board shall maintain a Recall List of Teachers in the Secondary Panel who are laid Off.

14.051 Teachers laid off shall be placed on the Recall List in order of their seniority.

14.06 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.

14.070 Prior to new Teachers being hired, as teaching positions become available, they shall be offered to the Teachers having a right of recall in reverse order of layoff who are qualified in accordance with the Education Act for the position required by the Board to be filled, or become qualified prior to the date the Teacher is required to fill the position.

14.071 In the event of identical seniority and qualifications the criteria as outlined in 12.06 in the order listed shall be used.

14.072 Teachers on the Elementary panel's Recall List, meeting the requirements to teach in the Secondary panel, shall be offered the position prior to any external hiring.

14.073 All the seniority accumulated by the Teacher in the Elementary panel shall be recognized.

14.080 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. Teachers shall be given twenty-four (24) hours to accept or

reject the position.

14.081 If a Teacher can not 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 (10) calendar days of the mailing of the registered letter failing which he/she will be deemed to have refused the recall. Notification of the revisions to the Recall List will be forwarded to the Bargaining Unit, including the list of Occasional Teachers.

14.09 A Teacher on the Recall List shall be given priority to be hired on the Occasional Teacher List.

14.10 A Teacher on the Recall List who refuses a position offered shall not forfeit his/ oher right to recall.

14.11 A Teacher reinstated from the Recall List shall be granted full recognition of accumulated seniority and all rights and privileges of the Collective Agreement, excluding experience, as if the Teacher had not been laid off.

14.12 If a Teacher accepts a part-time position during the school year, that Teacher shall retain his/her right of recall to a full-time position at the end of each semester.

14.13 A Teacher on a Recall List must keep the Board informed at all times of his/her current address and telephone number.

ARTICLE XV - JOB POSTINGS: VACANCIES AND PROMOTIONS

Postings for Positions of Added Responsibility

15.01 When the Board establishes a new position of added responsibility, the Board shall consult with the Bargaining Unit President or designate regarding the appropriate responsibility allowance and the qualifications for the position prior to posting the position.

15.02 The Board, after consultation with the President or designate of the local Bargaining Unit, will set the criteria for the posting for positions of responsibility.

15.03 The Board shall post positions of added responsibility for a period of five (5) teaching days. All applicants meeting the posted requirement shall be interviewed before the position is filled and before any external advertising is made.

Postings for Teaching Positions

15.04 Vacant teaching positions shall be defined as those resulting from resignations, enrolment growth, panel expansion or the creation of new positions, with the exception of positions of added responsibility.

15.05 The Board shall post all vacant positions for five (5) school days on or before May 15, June 1 and June 15 in each year.

15.06 The Board shall state the school(s), the subject area(s) and the minimum qualifications required in accordance with the Education Act for the position(s) or assignment(s) posted.

15.07 The Principal shall interview, where there are sufficient numbers of applicants, a minimum

of five (5) for each position, and submit a list of three (3) applicants, where possible, in order of preference to the appropriate Superintendent of Education.

15.08 All applicants shall be notified of the status of their application.

15.09 Any new and/or vacant teaching position which becomes available subsequent to the 10th teaching day in September shall be posted on or before May 15 to take effect the following September.

Full-time and Part-time Positions

15.10 A part-time Teacher who wishes to work full-time may apply in writing to the Director by April 1 for a position the following September. The part-time Teacher who has the most seniority who is qualified for the position or who becomes qualified prior to the date the position commences shall be offered the first available teaching position before any Teachers on layoff are recalled or new Teachers are hired.

15.11 A full-time Teacher may apply for a part-time assignment for a fixed term after which the Teacher will return automatically to a full-time position. The fixed term must correspond to the school year. Application for part-time teaching positions shall be made before April 1 for the following September. The Board shall grant such requests provided there are sufficient Teachers available with the qualifications required in accordance with the Education Act to teach the remainder of the full timetable for that position and provided the fixed term does not exceed two (2) years.

ARTICLE XVI - SCHOOL ORGANIZATION

Panel Staffing Committee

16.010 The Board agrees to establish a panel-wide staffing committee.

16.011 The Committee shall be composed of:

- three (3) OECTA members appointed by the Bargaining Unit
- the President(s) or designate(s) of the Bargaining Unit
- a Supervisory Officer
- three (3) Principals

16.012 The Committee shall meet in May, June and September of each year. Additional meetings may be scheduled by mutual agreement.

16.013 Using current registration numbers, Board projections, draft timetables and other data, the Committee shall review the following:

- Staffing requirements for the next school year, or staffing adjustments for the current school year.
- Voluntary transfers
- Administrative transfers
- Redundancies
- Postings

16.014 Based on its review, the Committee may make recommendations for consideration by Board Administration.

In-School Staffing Committee

16.020 Each Secondary school shall have a Staffing Committee composed of:

- The Principal and one (1) Vice-principal
- The School OECTA representative and/or the Unit President or designate
- One (1) member selected by the teaching staff

16.021 In accordance with the terms of this Collective Agreement, the Committee shall review the school organization in May and in October to examine:

- student registrations
- course selections
- number of sections (in consultation with Department Heads)
- staff requirements

The above information shall be provided to the school staff.

16.022 By May 15 and September 30, the Committee shall provide the information in 16.021 to the appropriate Supervisory Officer who together with the Principal shall use the information to ensure that each school is staffed in accordance with the terms of this Collective Agreement.

Secondary Schools

16.030 Each Secondary school shall be organized into the following departments:

English
Modern Languages
Social Sciences
Mathematics
Healthy Active Living Education (H.A.L.E.)
Business Studies
Guidance
Catholic Studies
Science
Arts
Technological Studies
Special Education

16.031 New subjects and/or programs added to the curriculum of a Secondary school shall be placed in the appropriate department after discussion and consultation with the Board and the local Bargaining Unit.

16.032 A Department Head shall be appointed for each department as outlined in 16.030 above.

Teaching Load/Preparation Time

16.040 Every full-time teacher shall be assigned a maximum of 1250 minutes of scheduled instruction time per week.

16.041 The teaching load for a full-time Teacher shall consist of three (3) full credit teaching periods and one (1) period of preparation and planning time within the instructional day.

16.042 In order to comply with Article 16.040, in addition to the teaching time set out in Article 16.041, Teachers shall be regularly scheduled to provide additional teaching time as necessary to reach the minimum 1250 minutes, on average. Instructional time may be for remediation, tutorial, special education, guidance, library, co-op monitoring, On Call and/or Teacher Advisor Program.

16.043 Subject to Article 16.044, each Teacher shall receive on average calculated bi-weekly 250 minutes per week free of On Call or supervision, except in emergencies, for preparation and planning time. Preparation and planning time shall be allocated within the instructional day.

16.044 VA Teacher may be assigned On Call coverage to a maximum of one and one half (1.5) per week averaged bi-weekly for the first day of absence of any Teacher for any reason. On Call will be distributed equitably among all Teachers in a school who are assigned preparation and planning time with the exception of Teachers in Article 16.045.

16.045 Preparation and planning time shall not be assigned to any Teacher assigned full-time in the following areas:

- Guidance
- Library
- Special Education
- Co-ordinator/Consultant
- Co-operative Education
- Campus Ministry

16.0450 For the purposes of preparation and planning time, a full-time schedule shall be defined as two (2) or more assignments in subject areas other than those listed above.

16.046 Department Heads, with the exception of Guidance and Special Education, shall be assigned to a full-time teaching load of three (3) full credit teaching periods and one (1) period of preparation and planning time within the instructional day per semester.

16.047 Part-time teachers shall be assigned preparation and planning and teaching duties on a pro rata basis.

16.048 The Board may, at its option, employ Campus Ministers who are certificated Teachers. It is recognized that such Teachers are outside the Teachers funding model.

Class Size

16.050 Subject to Article 16.051, the maximum class size in a Secondary school, as determined by September 30 and February 28 for each semester, shall be as follows:

- Advanced 31
- General 25
- Grade 9 Academic/Applied/Open 26
- *Technological 20
- Remediation/Basic 16
- ESL 16
- Community Living (Life Skills) 16

* The maximum class size for Computer based technological courses is 27.

16.051 Scheduling will be done on the basis of Article 16.050. In the event of timetabling restraints and program needs, these maximum class sizes may be exceeded by up to ten percent (10%). The Teacher, Department Head and Association Representative shall be informed of the overages.

16.052 The President of the Bargaining Unit shall be supplied with the current number of students enrolled in each Teacher's class by September 30 of Semester 1 and February 28 of Semester

2.

16.053 The Board shall maintain a panel-wide aggregate class size of 22:1 for its Secondary schools, subject to a one percent (1%) variance.

Component Staffing

16.060 Subject to the funding model, the Board shall maintain a minimum staff of two (2) FTE Special Education Teachers in each Secondary school and a minimum total of at least 23.5 FTE Special Education Teachers for the Secondary panel, including Teachers of Community Living.

16.061 Subject to the funding model, the Board shall maintain a minimum staff of one (1) FTE Teacher Librarian in each Secondary school.

16.0620 Subject to the funding model, the Board shall maintain a minimum staff of two (2) FTE Teacher Guidance Counsellors in each Secondary school and a total complement based on 2.2 FTE Teacher Guidance Counsellors per 1000 students.

16.0621 Such Teacher Guidance Counsellors shall be assigned to each Secondary School according to student enrolment.

16.063 For the purpose of supervision and monitoring, Teachers with out-of-school co-op, Bridges and/or OYAP placements shall be assigned based on the following ratio: One (1) period for every fifteen (15) students.

Panel Staffing

16.070 All panel staffing positions shall be excluded from the calculations of classroom Teacher and class size.

16.071 The Board shall maintain a position which includes the responsibility of co-ordinating Co-operative Education, Bridges and OYAP.

16.072 For special short term projects of less than a school year, the Board retains the right to appoint special assignment Teachers who are out of the classroom without posting.

ARTICLE XVII - TEACHERS SALARY GRIDS, ALLOWANCES, ETC.

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Windsor-Essex Secondary Teachers Salary Grid- February 3, 1999 to August 31, 1999

Yrs. Exp. Level **A1** Level **A2** Level **A3** Level **A4**

0 32154 34254 37563 39960

1 34107 36207 39857 42254

2 ~~36060~~ 38160 42151 44548

3 38013 40113 44445 46843

4 39966 42066 46740 49137

5 41919 44019 49034 51431

6 43872 45972 51328 53725

7 45825 47925 53622 56020

8 47778 49878 55917 58314

9 49731 51831 58211 60608

10 51684 53784 60505 62902

B



II53637557376279965200

Windsor-Essex Secondary Teachers Salary Grid- September 1, 1999 to March 31, 2000

Yrs. Exp. Level A1 Level A2 Level A3 Level A4

0 32315 34425 37751 40160
1 34278 36388 40056 42465
2 ~~36240~~ 38351 42362 44771
3 **38203** 40314 44667 47077
4 40166 42276 46974 49383
5 42129 44239 49279 51688
6 44091 46202 51585 53994
7 46054 48165 53890 56300
8 48017 50127 56197 58606
9 49980 52090 58502 60911
10 51942 54053 60808 63217
11 53905 56016 63113 65526

Windsor-Essex Secondary Teachers Salary Grid- April 1, 2000 to August 30, 2000

Yrs. Exp. Level A1 Level A2 Level A3 Level A4

0 32476 34597 37940 40361
1 34449 36570 40257 42678
2 36422 38543 42574 44995
3 38393 40515 44891 47313
4 40367 42487 47209 49630
5 42339 44460 49526 51947
6 44312 46433 51843 54264
7 46284 48405 54160 56582
8 48257 50378 56478 58899
9 50230 52351 58795 61216
10 52202 54323 61112 63533
11 54175 56296 63429 65854

Windsor-Essex Secondary Teachers Salary Grid- August 31, 2000

Yrs. Exp. Level A1 Level A2 Level A3 Level A4

0 32638 34770 38130 40563
1 34621 36753 40458 42891
2 36604 38736 42787 45220
3 **38586** 40718 45115 47550
4 40569 42699 47445 49878
5 42551 44682 49774 52207
6 44534 46665 52102 54535
7 46515 48647 54431 56865
8 48498 50630 56760 59193
9 50481 52613 59089 61522
10 52463 54595 61418 63851
11 54446 56577 63746 66183

Allowances: Co-ordinator/Consultant 8.4% of A4 Max.
Department Head 6.85% of A4 Max.

Teachers with a Masters Degree/PhD

17,020 Teachers currently receiving a Masters or PhD allowance shall be paid a one time lump sum of \$1,200 or \$2,000 respectively.

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17.021 Where a Masters Degree or a Doctorate Degree is not utilized for category placement, such Teacher shall be paid a one time allowance of \$600 and \$1,200 respectively.

Part-Time Schedule

17.030 Part-time Teachers shall be paid salary and the Board's share of benefit premiums on a pro rata basis.

17.031 For clarification purposes, the salary of a part-time Teacher shall be calculated on the basis that the actual teaching time bears to 1250 minutes. All assigned teaching time shall be prorated.

Travel Allowance

17.040 Travel allowance shall be paid to Teachers required to travel in the performance of their duties at the rate established by Board Policy.

17.041 The Board agrees to provide validation Form T2200 to those Teachers required to use their vehicle for Board purposes during the school year.

Special Allowance

17.05 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 50 miles or 80 kilometres from Central Office.

Payment of Salaries

17.060 Teachers shall be paid in 12/26 payments of 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.

17.0610 Upon written request of the Teacher prior to April 30, a Teacher shall be paid the July and August instalment payments on the last working day in June.

17.061 ■ Upon written request the Teacher prior to June 30, a Teacher shall be paid in twenty-two (22) equal payments for the period September to June with appropriate deductions to be calculated each pay.

17.062 Once this request has been granted it shall remain in effect until the Teacher states, in writing, that he/she would like a change commencing the following September.

17.063 Deductions of the Ontario Pension Plan contributions, Income Tax, Employment Insurance, Canada Pensions and Federation Fees shall be on a ten-month basis, allowing the Board to meet Ontario Teachers' Pension Board requirements and will leave July and August payments clear of normal deductions, except those applicable to Health Benefits as above, Credit Union and United Way.

17.064 Teachers making an election under 17.0610 or 17.0611 above shall have all applicable

Health, Credit Union and UnitedWay deductions made on a ten-month basis.

Authorized Financial Institutions

17.07 A Teacher shall have his/her cheque deposited into a bank or credit union of his/her choice from a list of financial institutions agreed to by the Board and the Bargaining Unit. Teachers are to obtain the appropriate form from the Board and return the completed form to the Manager of Payroll to allow submissions for changes to be made at the end of September and February. It is understood that it may take a few weeks to implement changes.

Deduction of a Days Pay

17.08 In the event that a days pay for a Teachers absence must be deducted from a Teachers salary, the deduction shall be calculated as follows:

1/1 \$94 x # of days absent x the Teacher s annual grid salary as it appears on the grid.

Placement

17.090 A Teacher who, before the beginning of the school year, has met the conditions required for placement in a higher category, shall upon presentation of necessary proof by December 31, be entitled to the appropriate adjustment in salary as outlined in the salary grid, as of September 1 of that year. If it is clearly established to the satisfaction of the Director or designate that the delay was for reasons beyond the control of the Teacher, the salary adjustment shall be granted retroactive to September 1 of that school year.

17.091 A Teacher who, before December 31 has met the conditions required for placement in a higher category, shall upon presentation of necessary proof be entitled to the appropriate adjustment in salary as outlined in the salary grid as of January 1 of the next calendar year.

Retirement Gratuity

17.100 For the purposes of this section, the Board and the Association agree that the Retirement Gratuity and the Registered Retirement Savings Plan are negotiated as one (1) clause and shall not be split into separate issues in future negotiations.

17.101 A Teacher who is not enrolled in the RRSP Plan shall be considered eligible for gratuity when retiring from teaching .

17.102 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 Teachers credit or 50% of the annual salary, whichever is less at the time of retirement.

17.103 In the event of the death of a Teacher on or before recovering the full benefits of the

accumulated sick leave as provided under paragraph 17.102 such r Semaining benefits shall be paid to his/her estate.

17.104 All benefits provided under paragraph 17.102 shall be paid in full immediately upon retirement from teaching or as arranged to the mutual satisfaction of the Teacher and the Board.

17.105 No Teacher who was employed by the Board as of June 30, 1998 shall be adversely affected by this Article.

Registered Retirement Savings Plan

17.110 For any Teacher commencing employment on or after September 1, 1998, 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 Teacher s annual salary into the RRSP Plan.

17.111 A Teacher hired before September 1, 1998 shall have the right to elect to enter the RRSP Plan up to January 31, 1999. 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.

17.112 The annual investments shall be remitted to the fund manager within thirty (30) days of the commencement of employment and/or before September 30 in each year.

17.113 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.

17.114 The fund shall be managed by a mutually acceptable professional fund manager and/or by an accredited firm.

17.115 Any Teacher enrolled in the RRSP Plan may make additional contributions through payroll deductions.

17.116 The Board shall provide the appropriate evidence of the end of employment.

17.117 The Board and the Association make no warranties, representations or guarantees of the rate of return on the investment.

Early Retirement Incentive Plan

17.120 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.

17.121 Teachers applying for an early retirement incentive(s) must submit their request no later than January 31 in each year.

17.122 The Board shall notify Teachers of its decision by April 30.

ARTICLE XV/III - EMPLOYEE BENEFITS

Group Insurance Plans

18.01 The Board shall pay its percentage share of premiums (pro-rated for part-time Teachers) for the following benefits:

18.010 Semi-Private Hospital Plan 85%

18.011 Group Life Insurance and Accidental Death & Dismemberment 85%
Insurance Plans in the amount of three (3) times earnings rounded to the next highest \$1,000 to a maximum of \$220,000 (if earnings are not expressed in an even multiple of \$1000).

18.0110 A Teacher may, at his/her expense, purchase additional group life insurance in multiples of \$10,000 to a maximum of \$250,000 subject to conditions.

18.012 Vision Care Plan
\$2 50 every 24 months 85%
no prescription change requirement

18.013 Prescription Drug Plan #9 85%
including generic substitution
dispensing fee cap of \$7.50

18.014 Extended Health Care 85%
(includes Out of Province)

18.015 Dental Care

18.0150 Basic Services 85%
100% reimbursement
9 month recall

18.0151 Major Restoratives such as, but not restricted to: 85%
in-lays, on-lays, crowns, bridges and dentures
100% reimbursement
\$1,500 per person per year

18.0152 Orthodontic Procedures 85%
50% reimbursement
\$3,500 per person per lifetime

18.016 The Board agrees to update the fee structure of the dental plan on the first of the month following the publication of the Ontario Dental Association (O.D.A.) Schedule of Fees.

18.017 The Board shall continue to pay premiums for Teachers Benefits while a Teacher is on Sick Leave or Long Term Disability.

18.02 The Board shall process the premium deduction and remittances for a compulsory Long Term Disability Plan (LTD), determined by the Teachers, with the premiums to be paid 100% by the Teachers.

18.020 The Board shall reinstate any Teacher who is on the LTD when he/she is deemed to be



able to return to partial or full employment as certified by the Teachers doctor

18.021 In case of disagreement, the Board may require that the Teacher obtain a medical certificate from a specialist in the particular field of concern. The cost of the specialist shall be st

18.022 The Teacher shall be paid his/her salary (pro-rated for part-time duties) from the date the Teacher returns to work.

18.03 The Board shall carry \$10,000,000 liability coverage for each Teacher.

18.04 Premiums for active Teachers shall be calculated separately from other employee groups.

18.050 The Board agrees to allow retired Teachers, until the age of sixty-five (65) to pay one hundred percent (100%) of the premiums for any health benefits provided by the Collective Agreement, subject to the provisions of the Health Insurance Act, the Education Act and other relevant provincial statutes and regulations.

18.051 The Board agrees to allow Teachers on the Recall List to pay one hundred percent (100%) of the premiums for any health benefits provided by the Collective Agreement, subject to the provisions of the Health Insurance Act, the Education Act and other relevant provincial statutes and regulations.

18.060 The spouse and/or dependants of a deceased Teacher may pay the full premium costs to retain membership in the group benefit plans until they reach the age of sixty five (65) or remarry, whichever occurs first.

18.061 The Board shall notify the family of the deceased Teacher of the option provided in 18.060 within thirty (30) days of the death or prior to cancellation of the benefits, whichever occurs first.

18.07 The Board has the right to change carriers of the various benefit plans. Any new plan(s) must be of equal benefit to the Teachers. The Board shall notify the Bargaining Unit prior to the change being effected.

18.08 Following a written request, the Board shall make available to an authorized representative of the Bargaining Unit copies of the 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.

18.090 At least once per school year, prior to April 1, a representative(s) of the Board shall meet with a representative(s) of the Bargaining Unit to discuss the Benefit Plans provided in 18.01.

18.091 Reasonable efforts shall be made to provide a response to questions arising from the meeting within thirty (30) days or prior to negotiations, whichever occurs first.

18.10 The members' portion of the employment insurance rebate shall be forwarded by the Board to each Teacher prior to December 31 of each calendar year.

18.11 The parties agree that any surplus in the health care account pertaining to the Secondary Teacher group shall be identified and 15% thereof shall be set aside and applied to reduce the increased cost of premiums.

18.12 The parties agree that there shall be co-ordination of all benefits.

Workplace Safety and Insurance Board

18.130 Subject to 18.133 and 18.134, the Board agrees that there will be no reduction in sick leave credits or loss of seniority due to absence because of injury incurred in the course of a Teacher's employment and found to be compensable by the Workers Safety and Insurance Board pursuant to the provisions of the Workplace Safety and Insurance Act.

18.131 The Board shall provide the injured Teacher with a copy of the employer's report of the injury or disease (Form 7) when submitting such form to the Workers Safety and Insurance Board.

18.132 The Board agrees to provide to the injured Teacher any return to work plan or any other prescribed information between the Board and the Workers Safety and Insurance Board regarding the Teacher's Workers Safety and Insurance Board claim.

18.133 Subject to 18.134, a Teacher injured in the course of his/her duty and receiving compensation from The Workers Safety and Insurance Board may elect to receive from the Board a supplementary amount to increase his/her earnings, after taxes, to an amount equivalent to net earnings received prior to the injury.

18.134 Where an election has been made under Article 18.133, sick leave days shall be deducted from the Teacher's sick leave reserve commensurate with the amount paid by the Board. When the Teacher's sick leave reserve is depleted, the Teacher is no longer entitled to, and the Board is no longer obligated to pay supplementary earnings.

ARTICLE XIX - LEAVE PLANS

Preamble

19.010 Unless otherwise stated in this Agreement, all leaves are without pay or Board paid benefits and with no deduction from sick leave. Unless otherwise mutually agreed upon by the parties, a Teacher returning from any leave up to one (1) year shall return to his/her position in the same place of work.

19.011 For any leaves which are granted without pay and for which the Board is not obligated to pay benefit premiums, said Teacher may continue to participate in the benefit plans of the Board. The Teacher who remains in the plans shall prepay premium costs on a quarterly basis for all Group Insurance Plans taken by the Teacher.

19.012 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 even when such leaves bridge two (2) partial school years.

Cumulative Sick Leave Plan

19.020 All full-time Teachers are entitled to twenty (20) sick leave days in any school year.

19.021 All part-time Teachers are entitled to sick leave days in any school year on the basis of time employed.

19.022 For the 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.

19.023 Teachers eligible for Retirement Gratuity may 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 may accumulate unused sick leave credits from year to year at the maximum rate of twenty (20) days per year to a maximum of one hundred and seventy-five (175) days.

19.024 As of June 30 of each year, cumulative sick leave credits shall be placed to the credit of each Teacher equal to twenty (20) days / prorated days sick leave minus the number of days lost during the year on account of illness.

19.025 The Plan continues to be subject to the limitations of fifty percent (50%) accumulation being allowed before September 1, 1966.

19.026 The Board shall provide a statement of sick leave credits to each Teacher on payroll, printed under the heading Total Sick Days on the salary statement.

19.027 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.

19.028 Teachers 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.

19.029 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.

19.030 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.

19.031 In computing sick leave credit entitlements for a partial year, only full months of employment will be used.

19.032 When a Teacher has used the twenty (20) day annual leave and the Teachers entire accumulated sick leave, the Director may use discretion in regards to payment of salary if the Teacher requires additional sick leave. Notwithstanding the previous statement, such Teacher shall be deemed to be on an approved Leave of Absence without pay.

19.033 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.

Jury Duty, Subpoena, Summons or Quarantine

19.04 A Teacher shall be granted a leave of absence with no loss of pay or sick leave credits because of jury duty, subpoena, summons or quarantine. The Teacher shall reimburse the Board for any fee, exclusive of travelling allowances and living expenses that may be provided. The Teacher shall provide proof of attendance in court.

Bereavement Leave

19.050 A Teacher shall be permitted a period of absence, up to five (5) days with pay and without

loss of sick leave credits, commencing on the day of death up to and including the day following the burial for mother, mother-in-law, father, father-in-law, spouse, child, sibling, and grandchild, and for one (1) day with pay and without **loss** of sick leave credits for grandmother, grandfather, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece and nephew.

19.051 At the discretion of the Director additional days may be granted.

19.052 If extra time for travel is required, it may be granted by the Director.

19.053 Time off for attendance at a funeral of staff members or their family, or time off for attendance at the funeral of students or their family shall be granted with pay. No more than two (2) Teachers 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. The Principal will name the representatives.

19.054 The Director may grant a day to attend the funeral of a person who is not listed in 19.050 or 19.053 above.

Compassionate Leave

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

- critical illness of an immediate family member
- OHIP covered surgery of an immediate family member.

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

Family Leaves (Pregnancy/Parental/Extended Parental/Adoption/Paternity)

19.070 A part-time Family Leave, if requested, shall be granted by the Director or designate. An extension may be granted by the Director or designate, but shall be for a full semester.

19.071 A Teacher returning from a part-time Extended Family Leave shall, upon request, return to a full-time position as of the first teaching day of the subsequent semester.

Pregnancy Leave

19.080 Pregnancy Leave and its duration shall be as provided by statute.

19.081 The Teacher is required to provide two (2) weeks notice for Pregnancy Leave without pay, and a certificate of a legally qualified medical physician, stating that the Teacher named therein is pregnant and specifying the approximate date of delivery.

19.082 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.

19.083 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.

Parental Leave

19.090 Parental Leave shall be granted as provided by statute.

19.091 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 Teacher who is defined as a parent in accordance with the Employment Standards Act.

19.092 A Teacher who has taken Pregnancy Leave may commence Parental Leave upon completion of the Pregnancy Leave.

19.093 A 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.

19.094 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.

19.095 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.

19.096 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.

19.097 Parental Leave shall be available to both parents.

Extended Parental Leave

19.100 The Board shall grant, upon request one (1) Extended Parental Leave of up to two (2) years per child without loss of seniority and the same provisions with respect to return to work shall apply. ✓

19.101 Teaching experience shall not be granted while on an Extended Parental Leave.

Adoption Leave

19.110 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 of the date the adoption is expected to take place.

19.111 If a Teacher officially adopts a child and the adoption agency requires, as a condition of placement of the child, that he/she takes a leave of absence of up to six (6) months to be home with the child, the Teacher shall be entitled to the Board's contribution to benefits set out in Article XVIII for the duration of the leave.

Paternity Leave

19.12 A male Teacher shall be granted Paternity Leave with pay and without reduction of sick leave for a period of up to three (3) days for the birth or adoption of his child. ✓

Family Care Leave

19.130 The Director shall grant to a Teacher a leave without pay for a period of not more than one (1) year for the purpose of family care. The applicant shall 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 the former position.

19.131 A Teacher may use a maximum of three (3) accumulated sick leave days in a school year when the Teacher is required on an emergency basis to attend to the illness, surgery or injury of a dependent.

Personal Leave

19.14 The Board shall grant to a Teacher up to a one (1) year leave of absence without pay provided that the Teacher makes application as follows:

19.140 By March 31, if the leave is to take place the following full school year or from September to January (i.e. Semester 1);

19.141 By September 15 if the leave is to take place from February to January, or from February to June (i.e. Semester 2).

19.15 Seniority shall continue to accumulate during the leave.

Leave of Absence for Professional Activities

19.160 Time off shall be granted with pay and without reduction of sick leave to write post-secondary examinations related to education.

19.161 The Director or designate shall approve a leave of absence for attendance in an official capacity at Teachers Federation meetings or educational functions. The Bargaining Unit, if requested, shall reimburse the Board for the cost of any Occasional Teacher coverage for the absence. Such leave shall be with pay and without loss of sick leave credits.

19.162 Teachers receiving a degree at a university convocation may be absent with pay for a period approved by the Director.

Leave of Absence for Public Office

19.170 Leave of Absence for elected Public Office or its equivalent shall be granted by the Director or designate. Pension benefits will be paid by the Board during such leave, if permitted by the Teachers Pension Act, and the Teacher shall reimburse the Board for any such payments made.

19.171 A Teacher on such leave shall accumulate seniority for the duration of the elected term of office.

Education Leave

19.18 A Teacher shall be granted a one (1) year leave of absence without pay for post-secondary education purposes, provided the Teacher makes application on or before March 31 prior to the year the leave commences. Where an applicant has been granted this leave, the Teacher shall advise the Board in writing on or before May 1 of the year of the leave his/her expected date of return.

Study/Research Development Leave Plan

19.190 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.

19.191 Types of Leave:

- Study/Research Development of a long-term nature [i.e., one (1) year]
- Study/Research Development of a short-term nature [i.e., less than one (1) year], or requiring partial release from regular duties.

19.192 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:

- four (4) Teachers appointed by the local Secondary Unit.
- two (2) supervisory officers of the Board
- two (2) trustees, one of whom will be chairperson

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

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

19.194 Proposals and Applications:

19.1940 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.

19.1941 Short term leave applications for Semester 1 shall be submitted before May 1. Applications for Semester 2 shall be submitted before October 1.

19.195 Salary: Teachers granted Study/Research Development Leave shall receive eighty percent (80%) of their applicable salary and one hundred percent (100%) 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 their Health Benefits during the time of their leave if special funding is available from the Ministry of Education for that purpose.

19.196 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

Deferred Salary Leave Plan

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

19.201 Qualifications: Any Teacher having a minimum of three (3) years' seniority with the Board (/ or the predecessor Board shall be eligible to apply for participation in the Plan.

19.202 Application:

19.2020 A Teacher must make written application to the Director on or before January 31, requesting permission to participate in the Plan.

19.2021 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.

19.2022 Approval of individual requests shall rest solely with the Board.

19.203 Payment Formula and Leave: The payment of salary and accrued interest, fringe benefits and the timing of the one (1) year leave of absence shall be as follows:

19.2030 Salaries paid to the Teacher shall be prorated according to the terms agreed upon subject to the regulations of the Minister of Revenue.

19.2031 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.

19.2032 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.

19.2033 The leave of absence may be taken only in the last year of the Plan.

19.2034 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 XVII.

19.204 Terms of Reference:

19.2040 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.

19.2041 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.

19.2042 Sick leave credits will not accumulate during the year spent on leave. Seniority will continue to accumulate.

19.2043 The Teachers' Pension Plan deductions are to be continued as provided by the Ontario Teachers' Pension Plan Act.

19.2044 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.

19.2045 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 repayment.

19.2046 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.

19.2047 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.

19.2048 On or before November 25 in the first year of participation and in each year thereafter until and including the year following the leave of absence, each participating Teacher shall receive, from the Board, a statement of principal and interest standing to his/her credit, as recorded and reported by the Board's bank.

ARTICLE XX - HEALTH AND SAFETY

20.01 The Bargaining Unit shall be entitled to have a member on the Joint Health and Safety Committee of the Board.

20.02 The Board shall maintain a Joint Health and Safety Committee including its terms of reference as amended from time to time.

ARTICLE XXI - ASSAULT ON TEACHERS

21.01 The Board and Teachers agree that every employee has a right to freedom from verbal, written and physical assault in the workplace.

21.02 The Board and Teachers shall jointly plan and implement policy and programmes to achieve a safe workplace environment free from all forms of assault.

21.03 The Board and Teachers agree to use the Essex Board Policy on Assault on Teachers until a new policy is agreed upon and implemented.

ARTICLE XXII - WORKPLACE HARASSMENT

22.01 The Windsor-Essex Catholic District School Board is committed to providing a work environment which promotes self-esteem and respect for the dignity and human rights of each individual, in accordance with our Catholic philosophy.

22.02 It is the Board's goal that every person be valued and treated with mutual respect, dignity and acceptance in a work environment free from harassment.

22.03 It is the responsibility of the employees to conduct themselves in a manner which is appropriate and which reflects the principles of the Board Policy as well as the provisions of the Ontario Human Rights Code.

22.04 It is the responsibility of the Board to ensure the provision of a working environment that is free from harassment. Therefore, administrators, principals, managers and supervisors shall endeavour to provide an environment free from harassment.

22.05 All employees have the right to:

22.050 be made aware of this policy, regulations and complaint procedures;

22.051 be made aware of Board responsibilities in creating and maintaining a positive environment;

22.052 be informed and sensitized to the issues of harassment as defined in the Ontario Human Rights Code and its effects in the workplace.

22.06 The Board agrees to use the Essex Model for Workplace Harassment for procedures dealing with a complaint of harassment until a new policy is agreed upon and implemented.

ARTICLE XXIII - RATIFICATION TIMELINES

23.01 Unless mutually agreed to the contrary, within fifteen (15) working days of reaching a tentative Agreement, the representatives of the Teachers and the Board shall present the tentative Agreement to their respective parties for discussion and possible ratification.

23.020 The Board shall provide the Unit with a copy of this Agreement within ten (10) working days after ratification unless mutually agreed upon by the parties.

23.021 The Board shall provide each Teacher with a copy of this Agreement in booklet form within twenty-five (25) working days of ratification.

23.022 The Board shall provide a copy to the office of each Secondary school / worksite.

ARTICLE XXIV CONTINUING EDUCATION

24.01 For the purposes of this Agreement, a Continuing Education Teacher shall be defined as any Secondary Teacher employed by the Board to teach credit courses which are funded by Continuing Education grants, excluding a Teacher who is assigned to the St. Michael Alternative School or its satellite campuses.

24.02 Continuing Education Teachers as defined in this Article shall have access to all rights in the Collective Agreement with the exception of the following Articles:

- Article XI
- Article XIII
- Article XVI
- Article XVII
- Article XVIII

24.03 The Board has the right to operate and manage the Continuing Education Program which includes the right to cancel classes due to insufficient enrolment, lack of qualified Teachers or insufficient operating funds.

24.04 The Board shall hire Continuing Education Teachers or Secondary Teachers for all credit course modules (quads) that are offered and are implemented.

24.050 The Board shall endeavour to hire Teachers for the Continuing Education Program from those on the Occasional Teacher List who are qualified for the courses to be taught.

24.051 In the event that a Continuing Education Teacher is declared redundant, such Teacher may be hired and placed on the Occasional Teacher List, where possible.

24.06 A Teacher may be laid off where there is insufficient enrolment for the program after the commencement of classes provided the Board gives the Teacher at least forty-eight (48) hours advance written notice. Such Teacher shall be placed on the Recall List for Continuing Education Teachers in accordance with Article 24.12.

24.07 The Board agrees to provide the Bargaining Unit with the schedule listing Teachers covered by this Agreement complete with address, professional qualifications, category and current salary level on or before October 15 and within two (2) weeks after the commencement of each module. At the time of hiring of any Teacher during the term of this Agreement the Board shall provide the foregoing information to the Bargaining Unit. In the event of any subsequent changes in any Teachers statuses, including resignation and termination, the Board shall immediately notify the Bargaining Unit of such change.

24.08 The Board shall deduct Federation fees from the pay of each Continuing Education Teacher, such amounts as are authorized by the Association and in accordance with Article 3.05.

24.09 A Continuing Education Teacher who has a complaint relating to the interpretation, application or alleged violation of this Agreement shall have access to the Grievance Procedure as outlined in Article X.

Seniority List

24.100 By October 15, 1998 and each year thereafter, the Board shall prepare, publish and post on a current basis a seniority list, identified as Seniority List B, for Teachers teaching credit courses to continuing education students in the Continuing Education Program.

24.101 Seniority shall mean the length of continuous service in the Continuing Education Program from the most recent date of hire commencing with the first day of work in the program. Such seniority will be credited from September 1, 1995 forward

24.102 For the purpose of this Article, continuous service shall include being on the Recall List and any Leave of Absence approved by the Board.

24.103 The Seniority List shall be posted on the bulletin board where Continuing Education classes are offered and shall be open for revision for thirty (30) calendar days after posting. After thirty (30) calendar days, the seniority list with the revisions, if any, shall be accepted as final and complete.

24.104 No reduction shall be made from the seniority as determined in accordance with Subsection 24.11 for a Teacher who was laid off due to declining enrolment and was subsequently rehired within two (2) years. Such Teacher shall have fractions of a year count towards a full year for the purpose of accumulating seniority.

24.11 Where Teachers have equal seniority in accordance with Section 24.11, the order of seniority shall be determined by the following criteria taken in order:

24.110 total number of Teachers years with the Board or one of the predecessor Boards.

24.111 total number of years teaching in elementary or secondary schools anywhere;

24.112 by lot.

24.12 Where there are more Teachers in the Continuing Education Program than will be required in any module, or where such Continuing Education Teacher has been laid off due to decline in enrolment as defined in Article 24.06, Continuing Education Teachers not required or placed will be declared redundant in reverse order of seniority.

24.13 A redundant Continuing Education Teacher shall have the right of recall to any Continuing Education position in order of seniority, subject to the Teacher being qualified in the subject area in which unassigned classes occur. Recall rights shall all be applicable to part-time as well as full-time timetables and shall extend for eighteen (18) months from the effective date of layoff.

24.14 Teaching experience for Continuing Education Teachers shall be calculated as follows:

24.140 One year of teaching experience will be equivalent to teaching ten (10) credits (five (5) modules) in a calendar year, with the understanding that no more than one (1) year of experience can be earned in any school year or twelve (12) month period.

24.141 Such teaching experience shall be recognized for placement on the regular day school Secondary Teacher grid if the Teacher is hired for a full-time or part-time teaching position in a regular day school year.

24.150 Continuing Education Teachers shall be entitled to Parental, Pregnancy, and Adoption Leave in accordance with the provisions of the Employment Standards Act.

24.151 Continuing Education Teachers shall be entitled to Bereavement Leave as set out in Article XIX of this Agreement.

24.152 Continuing Education Teachers shall be entitled to earn up to two (2) paid sick leave days per month worked, and may accumulate unused days from year to year to a maximum of twenty (20) days. There shall be no entitlement of payment for unused days.

24.153 Continuing Education Teachers shall be granted a Leave of Absence for personal reasons, without pay and without loss of seniority, for a period not to exceed two (2) modules.

24.160 Continuing Education Teachers shall be paid at the rate of \$32.00 per hour in 1998-99 and \$33.00 per hour in 1999-2000, inclusive of statutory holidays and vacation pay,

24.161 Payments shall be made bi-weekly

24.162 Time slips shall not be required before payment of wages, but all absences must be reported on a Report of Absence form signed by the Teacher and Principal, along with a statement of the reason(s) for the absence. The form shall be promptly submitted to the Human Resources Department.

Benefits

24.17 A Continuing Education Teacher shall be entitled to purchase the benefits provided under this Agreement by paying the Board, in advance, 100% of the premium costs each month. To be eligible, a Continuing Education Teacher must have been employed for a period of two (2) modules or more in the previous school year and be scheduled to teach

in the current year.

Letter of Intent

Committee to Review Department Head Structure

The Board and OECTA agree to establish a Committee to review and make recommendations to the Board regarding Department Heads / Head of Organizational Units for Secondary school departments. The Committee shall take into account the effects that Secondary school reform will have on department structures.

The Committee shall consist of a minimum of three (3) representatives from each of Administration and the Bargaining Unit.

The Committee's recommendation shall be submitted to the respective parties by March 31, 2000.

THE Board and the Teachers hereby accept this Agreement, this 18th day of November, 1998.

FOR THE BOARD:

Chairperson of Board Director of Education

Chair of Negotiation Committee Co-chair of Negotiation Committee

Member of Negotiation Committee Member of Negotiation Committee

Member of Negotiation Committee Superintendent of Education

Superintendent of Business

FOR THE TEACHERS:

Essex O.E.C.T.A. President Windsor O.E.C.T.A. President
Chief Negotiator Chairperson

O.E.C.T.A. Provincial Representative Member of Negotiating Committee

Member of Negotiating Committee Member of Negotiating Committee

Member of Negotiating Committee Member of Negotiating Committee