

**COLLECTIVE AGREEMENT**

between

**LONDON DISTRICT CATHOLIC SCHOOL BOARD**

and

**ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**

RECEIVED  
JUN 20 2007

**REPRESENTING THE TEACHERS EMPLOYED BY THE BOARD**

in

**JUNIOR KINDERGARTEN TO GRADE 12**

and

**CONTINUING EDUCATION**

11251 (04)

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**ARTICLE 1: DEFINITIONS**

- 1.01 Continuing Education Program - means a continuing education course or class established in accordance with the Act and its accompanying regulations that requires that the course or class be taught by a teacher.
- 1.02 Continuing Education Teacher - means a teacher, as defined in Article 1, employed to teach a continuing education course or class established in accordance with the Act and its accompanying regulations for which membership of the teacher in the Ontario College of Teachers is required.
- 1.03 Final Signing - shall mean the date on which the last party has signed the Agreement following approval by the Board and ratification by the teachers.
- 1.04 Redundant - shall mean above and beyond the staffing requirements of the Board as a whole.
- 1.05 Surplus - shall mean above and beyond the staffing requirements of a particular school.
- 1.06 Teacher - means a person who is:
- a) a member of the Ontario College of Teachers and/or a person on a Letter of Permission; and
  - b) a member of the Ontario English Catholic Teachers' Association and who is covered by this Collective Agreement; and
  - c) employed by the Board to teach but does not include a supervisory officer, a principal, a vice-principal or an instructor in a teacher-training institution.
- 1.07 Transfer - shall mean for the purpose of the Article, Transfer and Posting, a change from a position in one school or administrative unit to a similar position in another school or administrative unit.
- 1.08 Working Days - shall mean when used in the Article, Grievance and Arbitration, calendar days excluding Saturdays, Sundays, legal holidays and the Christmas, Winter and Summer Break periods as approved in the Board's School Year Calendar.
- 1.09 a) Vacancy - shall mean when used in the Article, Transfer and Posting, a position resulting from:
- i) increased school enrolment;
  - ii) resignation;
  - iii) retirement;
  - iv) death;
  - v) new classes created as a result of a split;
  - vi) a leave of absence where the Board deems it necessary to hire a probationary teacher.
- b) i) Vacancies created as a result of transfers or promotions during the school year and outside the posting requirements of Article 1.09 Definitions and Article 22 Transfer and Posting, shall be filled with permanent or probationary teachers at the time of the vacancy or as soon as possible thereafter in accordance with the collective agreement.

**ARTICLE 1: DEFINITIONS (continued)**

- 1.09 b) ii) In the event that the Board has identified an extraordinary circumstance, the Board shall engage in meaningful consultation with the London District Unit prior to assigning a teacher to the aforementioned vacancy.

**ARTICLE 2: PURPOSE**

2.01 It is the desire of O.E.C.T.A. and the Board to set forth in this Collective Agreement the salaries, allowances, employee benefits and certain of the conditions of employment that govern the teachers.

**ARTICLE 3: SCOPE AND RECOGNITION**

- 3.01 During the term of this Agreement, its terms shall be applicable to all teachers employed by the Board in elementary, secondary and continuing education programs. Continuing education teachers shall have access to all rights in the Collective Agreement with the exception of Articles 11 to 23 inclusive. In Articles 11 to 23 inclusive, continuing education teachers have access only to those clauses which specifically reference continuing education teachers.
- 3.02 The Board shall recognize the Ontario English Catholic Teachers' Association (O.E.C.T.A.) as the sole authorized agent of all teachers employed by this Board.
- 3.03 O.E.C.T.A. recognizes the bargaining committee of the Board as the regular and official agent authorized to represent the Board and to negotiate on its behalf.
- 3.04 The Association shall forward a list of the unit officers to the Board by September 1st of each year.
- 3.05 The Board shall provide the Association with a list of appropriate personnel with whom the Association may be required to transact business.

**ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 Subject to the provision of this Agreement and the right of any teacher to lodge a grievance under the grievance procedure in any manner therein provided, the teachers acknowledge that it is the right of the Board to manage the affairs of the Board including, but not limiting, the generality of the foregoing its right to:
- a) hire, transfer, promote, demote, declare redundant, direct, assign, discharge, discipline;
  - b) plan and control the nature and quality of teaching programs, the number of teachers to be employed, the number of students to be allowed to a programme, the class size, the subjects to be taught, the designation of positions of responsibility, the hours of school, the school year, the holidays to be observed and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations in the Province of Ontario;
  - c) to determine and exercise generally the functions of the Board except as limited by the provisions of this Collective Agreement.
- 4.02
- a) Although the Board has the sole right to create or to designate a new job class that requires a teacher, it is agreed that the terms of such a class shall be discussed with the O.E.C.T.A. Local prior to an appointment.
  - b) If negotiations are in progress, the job class and allowances will be included in the proposal from the Board.
  - c) If the Agreement has been settled, the Board shall provide the Local with a job description for the new job class and the initial salary or allowance will be agreed upon between O.E.C.T.A. and the Director of Education.
- 4.03 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 staff or insufficient operating funds.

**ARTICLE 5: JUST CAUSE**

- 5.01 No teacher shall be disciplined, demoted, discharged or transferred for disciplinary reasons, except for just and sufficient cause.
- 5.02 For any teacher discharged under clause 5.01, the Board shall provide thirty (30) days written notice of termination of employment.
- 5.03 Such notice shall state the reason(s) for termination.
- 5.04 Such notice shall be sent by registered mail to the teacher's last known address or via hand delivery by the designated supervisory officer.
- 5.05 Failure to provide such notice shall render the termination null and void.
- 5.06 Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article 9.
- 5.07 Probationary Period
- a) i) A teacher newly employed at 50% FTE or greater shall serve a probationary period of one (1) school year or ten (10) months. For purposes of this Article, a school year or ten months is equivalent to 194 school days or the number of school days as determined by the Act and its accompanying Regulation(s)
  - ii) A teacher newly employed at less than 50% FTE shall serve a probationary period of two (2) calendar years.
  - b) The probationary period does not include any leave of absence, including sick leave, that is beyond twenty (20) consecutive days.
  - c) Where circumstances warrant, the probationary period of a teacher may be extended for an additional period up to one (1) school year provided that written notice stating the reasons is given to the teacher twenty (20) teaching days before the end of the first year of probation. The Board shall discuss the reasons for and the length of the extension with the President of the Local Bargaining Unit prior to the notification to the teacher.



## **ARTICLE 6: GRIEVANCE AND ARBITRATION**

6.01 It is the mutual desire of the Board and O.E.C.T.A. that all complaints and grievances shall be adjusted as quickly as possible.

### 6.02 Teacher Grievance

A teacher grievance under this Agreement shall be defined as any difference or dispute between the Board and any teacher which relates to the interpretations, application or administration of this Agreement.

### 6.03 Unit Executive Grievance

A Unit Executive Grievance is defined as a difference or dispute of this Agreement which concerns a number or all of the teachers relating to the interpretation, application or administration of this Agreement.

### 6.04 Teacher Grievances

The following procedure shall be adhered to in processing grievances:

#### Step I:

- a) In the event of a grievance by any teaching employee he or she shall take the matter up with the Board within and not after thirty (30) working days, after the teacher became aware or ought to have become aware of the incident or circumstances giving rise to the grievance.
- b) The teacher shall take the matter up with the Superintendent of Human Resources Services or designate by submitting a concise statement of the facts complained of and the redress sought and asking for a meeting with the Superintendent of Human Resources Services or designate to discuss the matter.
- c) The Superintendent of Human Resources Services or designate shall arrange such meeting within seven (7) working days of receipt of the letter of grievance and shall give his/her decision or answer to the grievance within seven (7) working days after the meeting. The answer shall be in writing.
- d) A teacher may, if he or she wishes, be accompanied to the meeting with the Superintendent of Human Resources Services or designate by a member of the O.E.C.T.A. Executive. If a satisfactory settlement is not reached under Step I, the teacher may within seven (7) working days of the decision in Step I take the grievance up with the Director of Education by application in writing to that official.

#### Step II:

- 6.05 a) The teacher shall take the matter up with the Director of Education by submitting a concise statement of the facts complained of and the redress sought and asking for a meeting with the Director of Education to discuss the matter.
- b) The Director of Education shall arrange such meeting within seven (7) working days of receipt of the letter of grievance.

**ARTICLE 6: GRIEVANCE AND ARBITRATION (continued)**

- 6.05 c) A teacher may, if he or she wishes, be accompanied to the meeting with the Director of Education, by a member of the O.E.C.T.A. Executive.
- d) Within seven (7) working days of such meeting, the Director of Education shall forward the decision on the matter in writing to the O.E.C.T.A. Unit President and to the teacher.

If the grievance remains unresolved after Step II, the teacher may take the matter to the Unit Executive for their consideration with respect to Arbitration.

6.06 Unit Executive Grievances

- a) In the event of a Unit Executive grievance, the President shall take the matter up with the Director of Education within, and not after forty-five (45) days from the time the executive became aware of the incident or circumstances giving rise to the grievance.
- b) The President of the O.E.C.T.A. Unit shall take up the matter with the Director of Education by submitting a concise statement of the facts complained of and the redress sought and asking for a meeting with the Director of Education to discuss the matter.
- c) The Director of Education shall within seven (7) working days of receipt of the application arrange a meeting to consider the grievance.
- d) The President may, if he/she wishes, be accompanied to the meeting with the Director of Education, by a member of the O.E.C.T.A. Executive.
- e) Within seven (7) working days of such meeting, the Director of Education shall forward his/her decision on the matter in writing to the O.E.C.T.A. Unit President.

6.07 Arbitration

- a) If a grievance is not settled under 6.04, 6.05 or 6.06 the Unit Executive of O.E.C.T.A. may within ten (10) working days of receipt of the Director of Education's letter, refer the grievance to a Board of Arbitration.
- b) The Board of Arbitration shall be composed of a single arbitrator. The arbitrator shall be jointly chosen by the O.E.C.T.A. Unit Executive and the Board.
- c) The decision of the Arbitration Board shall be binding to both parties.
- d) Each party shall share equally the cost of the Arbitration Board.
- e) The Arbitration Board shall limit its actions to an interpretation of this Agreement and its application and administration and shall not change its provisions, or substitute any new provisions.
- f) If either party to this Agreement fails to agree on the appointment within fifteen (15) working days, the appointment shall be made by the Minister of Labour upon the written request of either party.

**ARTICLE 6. GRIEVANCE AND ARBITRATION (continued)**

6.08 Expedited Arbitration

- a) Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act, 1995.
- b) No such request in clause 6.08a) shall be made beyond the time limits to refer the grievance to arbitration.

6.09 Extension of Time Limits

At any stage of the grievance procedure, the limits imposed upon either party may be extended, in writing, by mutual agreement of all parties.

**ARTICLE 7: ASSOCIATION BUSINESS**

- 7.01 **Business on Board Property**  
The president or delegate(s) of the Local Bargaining Unit shall be permitted to transact regular business of the Association with teachers on Board property, provided there is no interruption or interference with the regular instructional day.
- 7.02 **School Association Representatives**  
The Association shall forward a list of Association representatives to the Board by September 15th of each year.
- 7.03 The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other relevant information.
- 7.04 The Board shall provide teachers in every school or work site with a reasonable meeting room on request, at no cost, provided this does not interrupt the instructional program.
- 7.05 The Association shall have access to the use of the internal courier service of the Board, printing, copying services at a reasonable rate and use of the fax services.
- 7.06 a) The principal or vice-principal, or where appropriate a designated supervisory officer, shall inform the teacher when a meeting is scheduled for the purpose of discipline or where it may be deemed to be disciplinary in nature. At the request of either party, an Association representative may be requested to attend the meeting.
- b) The teacher and the Association representative shall suffer no **loss** of pay or any other entitlement as the result of attending the meeting.

**ARTICLE 8: FEES**

- 8.01 a) The Board shall deduct from each O.E.C.T.A. member's pay, in equal amounts, the regular dues of the Ontario English Catholic Teachers' Association.
- b) O.E.C.T.A. shall advise the Board in writing of the amount of the dues authorized by the membership, in keeping with the Constitution and By-laws of the Association.
- c) The Board shall remit the total amounts so deducted to the Ontario English Catholic Teachers' Association in a timely manner as per the mutually arranged schedule with O.E.C.T.A. Provincial.
- d) O.E.C.T.A. shall indemnify and save the Board harmless against any claim or liability arising out of the application of 8.01 a).
- e) The Board shall deduct from teachers in one (1) instalment on the last pay of January, the fees payable to the College of Teachers. Such fee shall be paid to the College of Teachers by the Board in January of each year for each teacher in the employ of the Board, or at such other time as the College of Teachers may prescribe.

## **ARTICLE 9: SENIORITY AND REDUNDANCY**

### 9.01 Determination of Seniority

- a) For the purposes of this Agreement, seniority shall be defined as the length of continuous service in the Bargaining Unit with the Board.
- b) Seniority shall commence with the date of the teacher's most recent date of commencement of employment other than as a result of a recall after a layoff by the Board and shall be maintained and accumulated as long as the teacher remains in the employ of the Board and shall continue across:
  - i) a layoff within the period during which the teacher was entitled to be recalled;
  - ii) any authorized leave of absence; and
  - iii) any period of secondment to another organization authorized by the Board.
- c) Date of commencement of employment is the day on which the teacher began to work for the Board, a predecessor board, a private school whose operation was taken over by a predecessor board, or the date established by the Education Act (1990), Section 135(20) or the date established in clause 9.01d).
- d) Teachers employed to teach in the secondary summer school program on an hourly basis shall not be included in the seniority provisions of this Article and the time taught by such teachers shall not be part of the seniority calculation.

### 9.02 a) In the event that two (2) or more teachers on the same seniority list have the same seniority, the following criteria shall be applied in the following order to determine their relative standing on the respective seniority list:

- i) most recent date of commencement of employment;
  - ii) total actual teaching experience with the Board during the period of continuous service (FTE status);
  - iii) total actual teaching experience with the Board;
  - iv) total teaching experience recognized by the Board;
  - v) by lot drawn in the presence of the President of the Local Unit or designate.
- b) In order to determine a teacher's placement on the seniority list, the above criteria shall be applied in a teacher's first year of employment only.

### 9.03 **Loss** of Seniority

Seniority and seniority rights shall cease if:

- i) the teacher retires or resigns the teacher's employment with the Board;
- ii) the teacher's employment is terminated and the teacher is not reinstated;
- iii) the teacher is laid off for thirty-six (36) consecutive months;
- iv) following the teacher's layoff, the teacher fails to notify the Board within fourteen (14) calendar days of the Board sending the teacher notice of recall by registered letter of the teacher's intention to return or if the teacher having given notice to return, fails to report for work on the date and at the time specified in the Board's notice.

**ARTICLE 9: SENIORITY AND REDUNDANCY (continued)**

9.04 Seniority List - Regular Teaching Positions

- a) Seniority List "A" shall contain names of all teachers employed to teach full-time or part-time and excludes teachers employed on an hourly basis to teach continuing education programs.
- b) By October 31st of each year, the Board shall provide to the President of the O.E.C.T.A. Unit updated lists, in descending order of seniority, containing the names of all teachers covered by clause 9.04 a), the most recent date of commencement of employment, FTE status and total years of experience.
- c) An updated list shall be provided as of February 28th of each year
- d) The seniority lists shall be established by the Board in consultation with the Unit President.

9.05 Seniority List - Continuing Education Teaching Positions

- a) Seniority List "B" shall contain the names of all teachers, except teachers contained on Seniority List "A" employed on an hourly basis to teach continuing education courses and excludes teachers employed to teach secondary summer school course(s).
- b) By September 30th, November 30th, February 28th, April 30th and June 30th of each year, the Board shall provide to the President of the O.E.C.T.A. Unit updated lists, in descending order of seniority, containing the names of all teachers covered by clause 9.05a), the most recent date of commencement of employment, FTE status and total years of experience.
- c) The seniority lists shall be established by the Board in consultation with the Unit President.

9.06 Layoff Procedures - List "A"

- a) In the event that it becomes necessary for the Board to declare teachers on List "A" redundant, their employment shall be terminated in reverse order of their seniority and their names placed on Redundancy List "A".
- b) While on layoff, teachers shall report any change of address or telephone number to the appropriate supervisory officer.
- c) Such notice as above shall be provided to the teacher(s), in writing, by the Board by May 31st to be effective August 31st.

9.07 Layoff Procedures - List "B"

- a) All teachers employed to teach continuing education courses shall be declared redundant at the completion of the course(s) for which they had been employed to teach and placed on the Redundancy List "B".

**ARTICLE 9: SENIORITY AND REDUNDANCY (continued)**

- 9.07 b) In the event that a continuing education course is cancelled after its start date, the teacher of the course shall be given forty-eight (48) hours notice in writing and placed on Redundancy List "B" according to seniority with no further consideration of employment in continuing education until another course(s) becomes available for which they have the required qualifications to teach.
- c) While on layoff, teachers shall report any change of address or telephone number to the appropriate supervisory officer.
- 9.08 Recall Procedures- List "A"
- a) Teachers shall be recalled in order of greater seniority, provided that they have the required qualifications for the available position(s).
- b) A teacher who has been laid off from a full-time position may accept without loss of recall rights an occasional or part-time teaching position with the Board. If as a result of an event beyond the control of the Board, such occasional or part-time job is converted into a full-time job, the Board may appoint the incumbent in the occasional or part-time job without following the requirements of clause 9.08 a).
- c) In the event that the part-time assignment held by a teacher ceases to exist, and no other appropriate part-time position is available, the teacher will have, depending on qualifications, seniority and recall rights, the right of first refusal of an available full-time position(s).
- d) Notwithstanding clause 9.03iv), a teacher who is otherwise available to return to work may make application for an exception to the recall for the following reasons:
- i) the teacher was previously assigned to a school outside the cities of London, St. Thomas and Woodstock, which now has no vacancy and resides in the neighbourhood of that school;
  - ii) the appointment might adversely impact family obligations; or
  - iii) due to other extenuating circumstances the teacher would suffer hardship as a result of the appointment.

Such request will not be unreasonably denied. A teacher who has been granted an exception shall remain on the recall list and be eligible for the next position provided that the teacher has the required qualifications.

- 9.09 Recall Procedures- List "B"
- a) Continuing education courses other than secondary summer school courses shall be offered to teachers on List "B" who hold the required qualifications in order of seniority.
- b) If the teacher is offered and refuses a recall assignment, the teacher shall remain on the recall list for one (1) year.



**ARTICLE 10: UNION/MANAGEMENT COMMITTEE**

- 10.01 The Board and the O.E.C.T.A. Local may form a Union/Management Committee. The Committee shall be formed at the request of either party. If formed, the Committee shall consist of:
- i) three (3) members appointed by the O.E.C.T.A. Local; and
  - ii) up to three (3) members appointed **by** the Board.
- 10.02 The purpose of the Union/Management Committee is to examine matters of mutual concern.
- 10.03 The Committee will deal only with matters referred to it by the Board and/or the O.E.C.T.A. Local.
- 10.04 Recommendations from this Committee shall be referred to the Board and the O.E.C.T.A. Local for their consideration.
- 10.05 Meetings shall be mutually arranged by the O.E.C.T.A. President and the designated supervisory officer as required.

## **ARTICLE 11: GRID PLACEMENT**

### 11.01 Experience

- a) For the purpose of grid placement, only full years of teaching experience shall be used. In calculating a full years' teaching experience:
  - i) five (5) months up to and including less than one (1) year five (5) months shall be considered one (1) year;
  - ii) one (1) year five (5) months up to and including less than two (2) years five (5) months shall be considered ~~two~~ (2) years and so on until maximum has been reached.
  - iii) the total number of months shall be determined by the total number of days' teaching experience divided by the number of teaching days in that school year as defined by the Act and its Regulation(s). Where the calculation results in a fraction greater than or equal to 0.5, that number shall be rounded up to the next whole number.
- b) All teaching experience subsequent to graduation from an Ontario accredited Teacher Training Institution shall be recognized upon receipt of documentation that the teacher is a member in good standing of the Ontario College of Teachers.
- c) All teaching experience gained outside Ontario will be recognized provided the experience has been gained subsequent to being granted certification equivalent to that required by the Ontario College of Teachers.
- d) All teaching experience on a teaching certificate for which the College of Teachers issues a Letter of Standing shall be recognized.
- e) Years of teaching experience gained while a teacher was on a Letter of Permission granted in the province of Ontario shall be recognized.

### 11.02 Related Experience

- a) For the purpose of grid placement, employment experience directly related to the teacher's professional assignment shall be credited as experience on the basis of one (1) year directly related experience to one (1) year grid placement.
- b) All experience credited in clause 11.02a) must be beyond the requirements for entry to an accredited Teacher Training Institution, where such experience is required for entry and is certified by that institution.
- c) The onus shall be on the teacher to provide satisfactory evidence of directly related experience. The request for recognition of directly related experience and the evidence thereof must be submitted within the first year of employment with the Board. Notwithstanding, if a teacher applies for and is assigned to a position in another panel, the request for recognition of directly related experience and the evidence thereof must be submitted within the first year of placement.
- d) The final determination of the crediting of directly related experience shall be at the sole discretion of the Superintendent of Human Resources Services or designate.

### 11.03 Definition of Levels

- a) The salary group placement of teachers employed by the Board shall be determined by an Evaluation Statement obtained from the Qualifications Evaluation Council of Ontario Program 5.

**ARTICLE 11: GRID PLACEMENT (continued)**

- 11.03 b) Newly hired teachers who do not furnish an Evaluation Statement from QECO will be placed in Level A, or in Level A I if the teacher presents a recognized university degree.
- c) Onus of proof of a teacher's placement on the salary grid rests with the teacher who must submit an Evaluation Statement.
- 11.04 Category Placement
- a) Where course requirements have been completed by September 1st and the teacher has submitted to the Board a copy of the letter from QECO acknowledging receipt of the request for evaluation on or before December 31st, the adjustment to salary will be retroactive to September 1st upon receipt of a QECO Certificate of Placement.
- b) Where course requirements are completed between September 1st and December 31st and the teacher has submitted a copy of the letter from QECO acknowledging receipt of the request for evaluation on or before March 31st, the adjustment to salary will be retroactive to January 1st upon receipt of a QECO Certificate of Placement.
- c) For salary placement purposes, a teacher hired after September 1st shall be allowed five (5) months from the date of commencement of employment to submit to the Board a copy of the letter from QECO acknowledging receipt of the request for evaluation. Upon submission of a QECO Certificate of Placement, salary adjustment will be retroactive to the date of commencement of employment.
- d) No adjustment will be made until the teacher has submitted proof of successful completion of the course taken to the Human Resources Services Department.

## **ARTICLE 12: METHOD OF PAYMENT**

### 12.01 Application of Salary Grid

- a) Except as otherwise specifically provided for in the terms of this Agreement, the annual salary of each teacher shall be determined in accordance with the agreed schedule. Payment of any salary not so determined shall constitute a breach of this Agreement. Any clerical or typing error is not to be construed as a breach of this Agreement.
- b) Nothing in the terms of this Agreement shall permit the Board to reduce the salary of any teacher presently on staff except as expressly provided by the terms of this Agreement.
- c) Unless legally permitted to do so, the Board may not withhold part or all of a teacher's salary.
- d) All teachers whose work is satisfactory shall be advanced on the salary grid one step until the stated maximum for the category classification has been reached.
- e) A teacher who has been issued a Letter of Concern and a Letter of Doubt in any school year shall be judged to be a teacher with less than satisfactory service for that year and may be retained at the same grid position for the succeeding year if the designated supervisory officer so recommends in his/her report. If the teacher's work is judged to be satisfactory in the following year, he/she will be reinstated at the correct point on the salary grid for the next succeeding year. A teacher must be notified, in writing, by March 31st in any year of the Board's decision to withhold advancement on the grid.

### 12.02 Part-time Salaries

- a) A teacher employed for less than a full school year shall receive proportionate salary and allowances based on a school day per diem, using the formula:  
  
$$\frac{\text{the number of school days worked by the teacher}}{\text{the number of school days in the school year}} \times \frac{\text{the teacher's annualized grid salary and responsibility allowance(s)}}{\text{the number of school days in the school year}} = \text{proportionate salary and allowances}$$
- b) Salary for part time secondary teachers shall be calculated on a pro-rated basis based on an annualized payout. A semestered payout would make the entire percentage payable in one semester only. Each credit shall be the equivalent of 17% on an annual basis or 33.3% on a semestered basis to a maximum of 100%.

### 12.03 Payment of Salary

- a) Payment of salary and applicable allowances payable to a teacher shall be made on a twelve (12) month basis in equal payments and shall be paid on the 15th and the last day of the month. The salary shall be paid by direct bank deposit into the teacher's bank account.
- b) Should a pay day fall on a non-banking day, payment shall be made on the preceding bank business day.
- c) Upon the death of a teacher employed by the Board, all remuneration due to the deceased shall be paid to that person's estate.

**ARTICLE 12: PART II OF PAYMENT (continued)**

- 12.03 d) Where the Board has been authorized to commence the school year prior to September 1st, teachers shall be paid according to the Collective Agreement effective September 1st of that year.
- e) Copies of teachers' salary calculations shall be forwarded by October 31st and changes of these calculations by February 28th, in bulk, to the President of the O.E.C.T.A. Local each year.
- 12.04 On or before October 31st, and thereafter in any school year within one (1) month of any change in qualification, responsibility allowance or FTE status, the Board shall provide each teacher with a notice setting forth the following:
- a) Credit for teaching experience;
  - b) Category classification (QECCO);
  - c) Salary and allowances;
  - d) Accumulated sick leave credits.

**ARTICLE 13: SALARIES**

**SALARY GRIDS**

13.01 a)

Effective August 31, 2004					
Years Experience	A	A1	A2	A3	A4
0	33386	34044	35568	39219	41348
1	35273	35873	37697	41651	44083
2	37160	38309	40129	44684	47121
3	39576	40800	42864	47730	50471
4	42169	43471	45906	50774	53960
5	44825	46208	48639	54117	57156
6	47476	48943	51378	57156	60495
7	50129	51678	54117	60496	63553
8	52492	54117	56847	63538	67207
9	55145	56847	59467	66580	70834
10	56031	57762	63538	71444	76001

A\* indicates previous categories B, C, and D.

13.01 b)

Effective September 1, 2004 - August 31, 2005					
Years Experience	A	A1	A2	A3	A4
0	34054	34725	36279	40003	42175
1	35978	36590	38450	43484	44964
2	37903	39075	40931	45578	48064
3	40368	41616	43722	48685	51480
4	43012	44341	46825	51789	55040
5	45721	47133	49612	55200	58300
6	48426	49922	52406	58300	61705
7	51132	52712	55200	61706	64824
8	53542	55200	57984	64809	68551
9	56248	57984	60657	67912	72251
10	57152	58918	64809	72873	77521

A\* indicates previous categories B, C, and D.

**ARTICLE 13: SALARIES (continued)**

**SALARY GRIDS (continued)**

13.01 c)

Effective September 1, 2005 - August 31, 2006					
Years Experience	A	A1	A2	A3	A4
0	34735	35420	37004	40803	43018
1	36698	37322	39219	43333	45863
2	38661	39856	41750	46490	49025
3	41175	42448	44596	49659	52510
4	43872	45228	47761	52825	56140
5	46636	48075	50604	56304	59466
6	49394	50921	53454	59466	62939
7	52155	53766	56304	62940	66120
8	54613	56304	59144	66105	69922
9	57373	59144	61870	69270	73696
10	58295	60096	66105	74331	79072

A\* indicates previous categories B, C, and D.

13.01 d)

Effective September 1, 2006 - August 31, 2007					
Years Experience	A	A1	A2	A3	A4
0	35603	36305	37930	41823	44093
1	37615	38255	40222	44417	47010
2	39628	40853	42793	47652	50251
3	42205	43509	45711	50900	53822
4	44969	46358	48955	54145	57544
5	47802	49277	51869	57711	60952
6	50629	52194	54790	60952	64513
7	53458	55110	57711	64514	67773
8	55978	57711	60622	67758	71670
9	58807	60622	63417	71002	75538
10	59752	61598	67758	76189	81048

A\* indicates previous categories B, C, and D.

**ARTICLE 13: SALARIES (continued)**

**SALARY GRIDS (continued)**

13.01 e)

Effective September 1, 2007 - August 30, 2008					
Years Experience	A	A1	A2	A3	A4
0	36671	37395	39067	43078	45416
1	38744	39403	41406	45749	48420
2	40817	42078	44077	49081	51758
3	43471	44814	47082	52427	55437
4	46318	47749	50424	55770	59270
5	49236	50755	53426	59443	62781
6	52148	53759	56434	627 81	66448
7	55062	56764	59443	66449	69806
8	57657	59443	62441	69791	73820
9	60572	62441	65319	73132	77804
10	61545	63446	69791	78475	83480

A\* indicates previous categories B, C, and D.

13.01 f)

Effective August 31, 2008					
Years Experience	A	A1	A2	A3	A4
0	36928	37656	39341	43379	45734
1	39015	39678	41696	46069	48759
2	41102	42373	44386	49425	52121
3	43775	45128	47412	52794	55825
4	46642	48083	50777	56160	69685
5	49580	51111	53800	59859	63220
6	52513	54136	56829	63220	66913
7	55448	57161	59859	66914	70295
8	58061	59859	62878	70279	74337
9	60996	62878	65776	73644	78349
10	61976	63890	70279	79024	84064

A\* indicates previous categories B, C, and D.

13.02 Teachers whose grid salary was red-circled as at August 1, 2000, will:

- i) continue to pay 100% of the LTD premiums while the salary grid is red-circled;
- ii) have the option to request, in writing, that the red-circling be stopped;



**ARTICLE 13: SALARIES (continued)**

- 13.02     iii) the red-circling will stop on the first of the month following receipt of the teacher's written request to the Superintendent of Human Resources Services or designate. On the date that the red-circling ceases, the Board will pay its portion of the LTD premiums;
- iv) the election to cease red-circling cannot be revoked;
- v) in any event, the red-circling will cease when the grid salary exceeds the applicable grid salary in effect on August 31st, 2000, and the Board will then pay its portion of the LTD premiums.

13.03 Responsibility Allowances

Annual allowances to be paid from the effective date of appointment to teachers holding posts of special responsibility as indicated. Such allowance(s) shall be part of the teacher's comprehensive annualized salary package.

13.04 Co-ordinator's Responsibility Allowance -       \$13,834.00

13.05 Consultant's Responsibility Allowance -       \$6,917.00

13.06 Positions of Responsibility at Secondary Schools

- |                               |   |            |
|-------------------------------|---|------------|
| i) Department Head            | - | \$4,000.00 |
| ii) Assistant Department Head | - | \$1,000.00 |

13.07 Allowance for Special Education Qualifications

- a) Teachers in receipt of an allowance for special education qualification as of October 31st, 1998, under a collective agreement of a predecessor board shall continue to receive the annual allowance provided that the teacher continues to teach a qualifying special education class.

Basic Teacher's Certificate	\$861.00
Part I Special Education Certificate	\$1,147.00
Part II Special Education Certificate	\$1,437.00
Specialist Special Education Certificate	\$1,721.00

- b) The Board will provide O.E.C.T.A. with a list of teachers and allowances in effect by October 31st of each year.

13.08 Allowance for Extra Degrees

- a) Teachers in receipt of an allowance for a Bachelor of Education Degree, a Master's Degree or a Ph.D. as of October 31st, 1998, under a collective agreement with a predecessor board shall continue to receive the annual allowance.
- b) The Board will provide O.E.C.T.A. with a list of teachers and allowances in effect by October 31st of each year.

- 13.09 In an emergency situation the Director of Education may designate a teacher, in an acting capacity, to the duties of a position for which a responsibility allowance or salary is paid. When the teacher so designated discharges these duties for thirty (30) calendar days he/she shall be paid according to the grid position and responsibility allowance. Such payment shall be retroactive to the date of assuming the responsibility of the position.

## **ARTICLE 14: BENEFITS**

### 14.01 Medical Benefits

- a) i) The Board shall pay 85% of the premium of the current London District Catholic plan or equivalent plan offering the same or better coverage as in place on August 31st, 2000. The Board shall cap its payment of the dispensing fee at \$5.00 per prescription.
  - ii) The Board shall ensure that new members receive an employee book, which fully describes the medical benefits of the plan. All eligible members shall receive an employee book, which fully describes the medical benefits of the plan when there are negotiated changes in the text of the plan and/or a change of carrier.
- b) The plan in clause 14.01a) shall include hearing aids coverage up to a maximum of \$300.00 per thirty-six (36) consecutive months.

### 14.02 Dental Insurance

- a) The Board shall pay 85% of the premium of the current London District Catholic plan or equivalent plan offering the same or better coverage. The plan shall include:
  - i) the present dental plan plus upgraded to include pit and fissure sealants;
  - ii) 50% coverage of Orthodontic costs to a maximum of \$3,000.00 per person insured per life time;
  - iii) Major Restorative - 50% of cost for major restorative services including crowns, inlays, onlays and bridgework, complete dentures, partial dentures, denture adjustments, repairs and relines to a maximum of \$4,000.00 per year, per family.

### 14.03 Vision Care

The Board will pay 85% of a vision plan covering prescription glasses up to \$200.00 per person insured in any period of twenty-four (24) consecutive months. This includes eyeglasses, frames, lenses and contact lenses, replacement lenses and glasses resulting from eye exam and repairs to frames and lenses.

### 14.04 Group Life

- a) Personal  
The Board shall pay 85% of the premium of a Group Life Insurance Plan offering coverage for members of the staff based upon the rate for maximum teacher participation. Amount of Life Insurance provided for each eligible member of the staff shall be three (3) times annual gross salary or minimum of \$150,000.00.
- b) Spousal  
The teacher may choose for his or her spouse optional life insurance coverage equal to or lesser than the amount for which the teacher is covered under the basic life insurance program. The premium for such insurance is to be paid wholly by the teacher by payroll deduction. New or additional coverage must be applied for by September 30th of each school year.

### 14.05 Long Term Disability Insurance

The Board shall pay 85% of the premium of the following Long Term Disability Plan; 75% of pre-disability earnings to a maximum of \$5,600.00 per month payable to age sixty-five (65) for sickness and accident. Subject to qualifying, benefits will begin after seventy-five (75) teaching days of disability have expired, or at the expiration of any sick leave credits to which the employee is entitled should the sick leave credits be longer than seventy-five (75) teaching

**CI 14: TS**

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- 14.05 (continued)  
days. The Board will calculate and verify “teaching days” as well as “sick leave credits.” The Board will pay 85% of the premium for medical, dental, life insurance coverage and vision care while a teacher is on Long Term Disability. Coverage for psychoneurosis to be included in Long Term Disability coverage at no extra cost.
- 14.06 A teacher on approved leave of absence may continue those benefit plans which are already enjoyed but the teacher shall assume the total premium cost of those plans during the leave and shall ask the Board office prior to commencement of the leave to continue plans and shall pay premiums three (3) months in advance.
- 14.07 A teacher(s) employed for less than a full school year shall be entitled to benefits with the Board’s contribution of premiums prorated to his/her FTE status.

## **ARTICLE 15: RETIREMENT GRATUITY**

15.01 Teachers employed by a predecessor board as of December 31st, 1997, shall be entitled to a retirement gratuity not less than that which would have been provided by their respective predecessor board as outlined below.

15.02 Elgin County Roman Catholic Separate School Board

a) The Elgin County Roman Catholic School Board by resolution established a system of sick leave gratuities for teachers, who were in the employ of the Board prior to September 30th, 1979, and who, after ten (10) continuous years of service with the Board or the predecessor board (now comprising the London District Catholic School Board) terminates employment on account of age or health provided that the teacher qualifies for and is granted a pension from the Teachers' Pension Plan Board and providing that on termination of employment, no teacher is entitled to more than an amount equal to salary, wages and other remuneration for one-half the number of days standing to the teacher's credit and in any event not in excess of the amount of one-half years' earnings at a rate received by the teacher immediately prior to termination of employment.

b) The retirement gratuity is to be calculated in accordance with the following formula:

$$\frac{\text{Last Year's Salary} \times \text{Number of Accumulated Days}}{200 \times 2}$$

c) The gratuity is available as a lump sum payable upon retirement.

15.03 London-Middlesex Roman Catholic School Board

a) Any teacher employed with the London-Middlesex Roman Catholic Separate School Board as of September 15, 1977, shall receive a retirement gratuity upon retirement from employment with this board. The Retirement Gratuity shall be:  
\$25.00 x the unused number of accumulated sick leave days to a maximum of 200 days.

b) In the event of the death of any teacher either before or after retirement, but before recovering the full benefits of the retirement gratuity plan as provided in clause 15.03a), such remaining benefits shall be paid to his/her estate.

c) All benefits provided in clause 15.03a) shall be paid in full within one (1) year after retirement or as arranged to the mutual satisfaction of the employee and the Board.

d) **All** benefits provided under this section shall be paid in full upon receipt by the Board of proof of:

- i) death of the teacher; or
- ii) permanent disability of the teacher as defined by the Teachers' Pension Act; or
- iii) receipt of pension by the teacher from the Teachers' Pension Plan Board.

15.04 Oxford County Roman Catholic Separate School Board

a) A teacher who has been under contract to the Oxford County Roman Catholic Separate School Board on a full-time or part-time basis for at least ten (10) consecutive years and who upon retirement from the teaching profession is qualified for and is granted a pension under the provisions of the Teachers' Pension Plan Board, shall be entitled to a retirement gratuity.

**ARTICLE 15: RETIREMENT GRATUITY (continued)**

15.04 b) The amount of the retirement gratuity shall be calculated as follows:

$$\frac{A}{200} \times \frac{B}{6}$$

A = Annual salary in effect immediately prior to retirement in accordance with clause 15.04a).

B = Number of sick leave days accumulated while in the employ of the Oxford County Roman Catholic Separate School Board or a successor board to a maximum of 240 days, calculated in accordance with Article 16 of this Agreement.

- c) The retirement gratuity as provided in clause 15.04b) shall be paid in a lump sum upon receipt by the Board of proof that the teacher is receiving the pension from the Teachers' Pension Plan Board.
- d) In the event of the death of a retired teacher before payment of the retirement gratuity is made, the gratuity shall be paid to the teacher's estate.
- e) A teacher commencing employment with the Oxford County Roman Catholic School Board after August 31st, 1980, shall not be eligible for a retirement gratuity as provided by this Agreement.

## **ARTICLE 16: CUMULATIVE SICK LEAVE PLAN**

- 16.01 A sick leave credit system is established for every teacher eligible and is subject to the final authority of the Board. The administration of the system shall be vested in the Director of Education.
- 16.02 The Director shall have the power to do and perform all things necessary for the proper operation of the Sick Leave Credit System.
- 16.03 The Director shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deductions therefrom.
- 16.04 This sick leave credit system shall cover all teachers covered by this Collective Agreement except those teachers employed in the Continuing Education programs.
- 16.05 Operation of the Credit System
- a) All unused sick credits held by the teacher earned while employed with the Board shall be placed in an accumulation register.
  - b) On September 1st of each year, a teacher will be entitled to twenty (20) sick leave credits. The sick leave credits for a part-time teacher will be prorated.
  - c) Where a teacher commences employment after September 1st in any year, the sick leave of twenty (20) days shall be calculated on the basis that twenty (20) days bear to the number of days in the school year.
  - d) Sick leave credit deductions in excess of twenty (20) days in any one year shall be subtracted from the accumulated sick leave plan and will reduce the accumulation accordingly. The balance of sick leave credits shall not be less than zero.
  - e) A statement of a teacher's reserve credit shall be provided on or before October 31st of each school year, in accordance with Article 12.04.
  - f) Each teacher shall be entitled to have 100% of the unused portion of the teacher's annual sick leave of twenty (20) days transferred August 31st to the teacher's accumulated sick leave plan. At any one time a teacher shall not have credit for more than 240 days of unused sick leave.
- 16.06 Transfer of Credits
- Where a teacher of a board that has established a Sick Leave Credit Plan becomes a teacher of the London District Catholic School Board, the Board shall place to the credit of the teacher the Sick Leave Credits which have accumulated under the plan of the former board up to a maximum of 240 days of unused sick leave provided that the teacher provides the required documentation within one (1) year from the date of commencement of employment.
- 16.07 Employment Insurance Plan - Disability
- Notwithstanding the provisions of the teachers' cumulative sick leave plan, the Board further agrees to provide to its teachers the sick leave benefits as established under the criteria of Employment Insurance Disability Plan.

**ARTICLE 17: SCHEDULE OF DEDUCTIONS FOR TEACHERS ON LEAVE**

17.01 Leaves with Deduction of Sick Leave Credits and No Deduction of Salary  
 Leave with deduction of sick leave credit and no deduction of salary shall be available to teachers under the terms outlined below:

REASON FOR ABSENCE	LIMITATION
Personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, physician or dentist appointments or any other such absence for health reasons certified to by a physician or a licentiate of dental surgery.	1. Twenty (20) days in any school year or up to as many additional days as are credited to the teacher's cumulative sick leave account, or, with the terms of the Long Term Disability Insurance Plan provided by the Board.  2. a) Medical or dental certificate required for absence beyond five (5) consecutive working days. The Board may request the certificate, at Board expense, for fewer than five (5) days. b) When a medical or dental certificate is required for an absence beyond five (5) consecutive working days, such certificate must be endorsed by a qualified medical physician and indicate: (i) the date the teacher was seen by the doctor; (ii) the anticipated date of return to normal duties; (iii) an indication as to whether the teacher is under continuing medical treatment; (iv) any work restrictions if applicable, which prevent the teacher from fulfilling the normal duties of his/her assignment.  A template form will be available through the school and on the Board web site.

17.02 Leaves with No Deduction of Sick Leave Credits and No Deduction of Salary  
 It shall be the prerogative of the principal to excuse a teacher from school for part of a half day for reasons acceptable to him/her, and in such cases he/she shall make adequate local arrangements for the care and instruction of the teacher's classes.

**ARTICLE 17: SCHEDULE OF DEDUCTIONS FOR TEACHERS ON LEAVE (continued)**

17.03 Leave with no deduction of sick leave credit and no deduction of salary shall be available to teachers under the terms outlined below:

REASON FOR ABSENCE	LIMITATION
a) Quarantine	<ol style="list-style-type: none"> <li>1. The teacher is not ill.</li> <li>2. Medical certificate required for the period of quarantine.</li> </ol>
b) Exceptional circumstances which include but are not limited to serious illness or hospitalization of teacher's immediate family, bereavement, catastrophe, crisis.	<ol style="list-style-type: none"> <li>1. Up to three (3) days shall be granted on the approval of the principal.</li> <li>2. Up to an additional two (2) days may be granted on the recommendation of the principal and with the approval of the designated supervisory officer.</li> <li>3. Further leave may be granted with approval of the designated supervisory officer.</li> </ol>
c) Religious observance.	<ol style="list-style-type: none"> <li>1. In the event that a religious Holy Day for a member of a religious faith other than a Latin Rite Catholic falls on a school day, the teacher shall be granted a leave of absence.</li> <li>2. Up to two (2) days in any school year with the approval of the principal.</li> </ol>
d) Jury duty or subpoena as a witness to any proceedings to which the teacher is not a party or one of the persons charged.	<ol style="list-style-type: none"> <li>1. Payment to the Board of all monies received for jury service with the exception of mileage.</li> <li>2. Submission of subpoena or court summons to the designated supervisory officer.</li> </ol>
e) Participation on curriculum committees sponsored by the Ministry of Education and Training.	<ul style="list-style-type: none"> <li>1. Approval of designated supervisory officer.</li> </ul>
f) Visits to other schools, attendance at workshops, etc. to promote teacher's professional development.	<ol style="list-style-type: none"> <li>1. Approval of principal.</li> <li>2. Approval of designated supervisory officer if a substitute teacher is required.</li> </ol>
g) Writing of a university or similar examination during regular school hours to improve professional status or teaching certificate.	<ol style="list-style-type: none"> <li>1. No time to be granted to study for exam.</li> <li>2. Approval of principal.</li> </ol>
h) Attendance at a university or other convocation to receive a degree or diploma; or attendance at the convocation of spouse or child.	<ol style="list-style-type: none"> <li>1. Half-day or day as required.</li> <li>2. Approval of principal.</li> </ol>



**ARTICLE 17: SCHEDULE OF DEDUCTIONS FOR TEACHERS ON LEAVE (continued)**

17.03 (continued)

i) Weather conditions that prevent the teacher from reaching his/her school.	1. Approval of principal.
j) Paternity leave.	1. Up to two (2) days for needs directly related to the birth of a child. 2. Approval of principal.
k) Adoption leave.	1. Up to <del>two</del> (2) days for needs directly related to the adoption. 2. Approval of principal.
l) New place of residence leave.	1. One day on the day of the move. 2. Approval of principal.

17.04 Leaves with Deduction of Salary

When a teacher is absent from duty with **loss** of salary, no superannuation payments will be forwarded to the Teachers' Pension Board and the period of absence may not be included in his/her length of teaching service for pension purposes unless arrangements are made directly with the Teachers' Pension Plan Board.

17.05 Leave of absence with a deduction of full salary for the total period of absence shall be available to teachers under the terms outlined hereunder.

REASON FOR ABSENCE	LIMITATION
a) Late arrival after vacation due to cancellation of planes, storms, etc.	
b) Teacher's own wedding or wedding of son, daughter, friend or near relative.	1. Half-day or day as required. 2. Approval of principal.
c) Personal request.	1. Up to five (5) working days in any school year provided that a satisfactory arrangement can be made with the principal for a qualified teacher to take charge of class. 2. Additional days in any one (1) school year may be granted with the approval of the designated supervisory officer.
d) Teachers may request an extension to a personal leave of absence for the purpose of meeting family obligations or other extenuating circumstances.	

**ARTICLE 17: SCHEDULE OF DEDUCTIONS FOR TEACHERS ON LEAVE (continued)**

17.06 Association Leave

Teachers shall be granted leave for Association business as provided below:

REASON FOR ABSENCE	LIMITATION
a) President of O.E.C.T.A. Unit.	<ol style="list-style-type: none"> <li>1. The London District O.E.C.T.A. Unit President shall be relieved from 100% of his/her teaching assignment.</li> <li>2. For the term of presidency, the person shall accrue seniority and experience. At the completion of the term(s) as president the individual shall be placed in a similar position by mutual agreement.</li> <li>3. In the event that a President is unable to perform his/her duties for a period of more than twenty (20) consecutive school days due to injury, or illness, and makes application and qualifies for LTD benefits, the Unit may appoint another teacher as Interim President until the President is able to return to his/her duties as President.</li> <li>4. The Board will be reimbursed by the Association for 100% of salary and benefits and any applicable allowances.</li> </ol>
b) To attend meetings of the Ontario English Catholic Teachers' Association or the Ontario Teachers' Federation.	<ol style="list-style-type: none"> <li>1. Restricted to teachers serving as officers of the organization, or active participants. The Per Diem cost of each occasional teacher, if any, shall be paid by O.E.C.T.A. or O.T.F.</li> <li>2. Up to five (5) days in any school year with the approval of the designated supervisory officer.</li> </ol>
c) The Chair or designate of the Local Bargaining Committee.	<ol style="list-style-type: none"> <li>1. Up to a maximum of fifteen (15) days at no cost to the Association.</li> <li>2. After the fifteen (15) days, the Per Diem cost of an occasional teacher, if any, shall be paid by O.E.C.T.A.</li> </ol>
d) Release Officer	<ol style="list-style-type: none"> <li>1. In addition to 17.06a), one (1) officer shall be released half-time or full-time as requested by the Association. Percentages other than half-time (50%) or full-time (100%) shall be mutually agreed upon. Such request shall not be unreasonably denied.</li> <li>2. For the term(s) of office, the teacher shall accrue seniority and experience. At the completion of the term(s), the teacher shall be placed into a similar position held prior to the leave by mutual agreement.</li> <li>3. The Board will be reimbursed by the Association for the pro-rated costs of salary and benefits during the term(s) of the release.</li> </ol>

## **ARTICLE 18: PREGNANCY AND PARENTAL LEAVE**

### 18.01 a) Pregnancy/Parental Leave

Except where amended by the provisions of this Collective Agreement, Pregnancy and Parental Leave shall be in accordance with the provisions of the Employment Standards Act, 2000, as amended from time to time.

- b) The teacher requesting Pregnancy and/or Parental Leave is required to give at least one (1) month's notice, in writing, to the Superintendent of Human Resources Services or designate of the date the statutory leave is to commence as well as the date the teacher will return to work.
- c)
  - i) Unless the teacher gives the Board a written notice that he/she does not intend to pay his/her contribution, the Board shall continue to remit the premiums for those benefits for which the teacher is eligible during the period of the leave as per the Employment Standards Act, 2000, as amended from time to time.
  - ii) Teachers will be responsible for payment of pension contributions as per the Teachers' Pension Act. The Board will continue to remit the contributions to the Teachers' Pension Plan Board for the period of the statutory leave, unless requested by the teacher not to do so.
- d) The Board shall recognize full accumulation of teaching experience while the teacher is on Pregnancy/Parental Leave to a maximum of one (1) year.
- e) The Board shall provide for teachers on Pregnancy/Parental Leave, a Supplementary Employment Benefit plan which provides payment of 95% of salary for the two (2) week waiting period. Such a Supplementary Employment Benefit plan shall be registered with and approved by the Human Resources Development Canada and Employment Insurance.

### 18.02 a) Adoption Leave as Parental Leave

At least one (1) month's advance notification shall be given to the Superintendent of Human Resources Services or designate of intent to adopt on the understanding that it may be necessary for the teacher to commence the leave immediately when the child becomes available.

- b) Immediate notification will be provided to the Superintendent of Human Resources Services or designate upon approval from the adoption agency.

### 18.03 a) Extended Parental/Adoption Leave

A teacher who desires an Extended Parental Leave shall inform the Board, in writing, at least one (1) month prior to return from the statutory Parental Leave.

- b) In the best interest of students, a teacher shall arrange return from an Extended Parental/Adoption Leave at the beginning of a school year or semester.
- c) Should a suitable opening occur during this leave of absence, the teacher may return by mutual consent.

**ARTICLE 18: PREGNANCY AND PARENTAL LEAVE (continued)**

18.03 d) Teachers on extended leave who elect to remain in the Board benefit plans will pay 100% of the cost of the benefits in accordance with Article 14.06.

18.04 Access to Sick Benefits Following Birth of Child

In the six (6) week period of absence following the date of child birth, a teacher shall be entitled to access the Employee's Sick Leave Benefits. The teacher shall notify the Board in writing that she is accessing sick leave and shall state what period of time within such six (6) week period will be paid from her sick leave credits. Sick leave beyond the six (6) week period shall be certified by a qualified medical physician. The requirement for a medical certificate shall be in accordance with Article 17.01(2)b).

18.05 Teachers with Fewer than Thirteen Weeks of Employment

A teacher who has completed fewer than thirteen (13) weeks in the employ of the Board is entitled to Pregnancy/Parental Leave for the same duration and conditions as provided under the Employment Standards Act, 1990 and as per Article 18 of this Collective Agreement.

## **ARTICLE 19: FOUR AND ONE LEAVE**

### 19.01 a) Preamble

The Four and One Leave Plan is a cooperative plan between the Board of Trustees and the teachers of the London District Catholic School Board. The plan provides for an increase in mobility within the teaching staff, an opportunity for valuable experience for new teachers and an extended opportunity for personal and/or professional growth of teachers with experience in this system.

### b) Purpose

The Four and One Leave Plan has been developed to afford teachers the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years' salary payments over a five (5) year period.

### 19.02 a) Qualifications

A teacher having two (2) consecutive years of employment with the Board is eligible to participate in the plan.

b) A maximum of ten (10) teachers will be granted this leave in any given school year.

c) A teacher must make written application to the Superintendent of Human Resources Services or designate during January requesting permission to participate in the Plan.

d) Criteria for acceptance shall be based on seniority, if more than ten (10) teachers apply. Approval of proposed agreements for Deferred Salary Plans shall rest solely with the Board. Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by March 1st in the school year the original request is made.

### 19.03 Implementation

80% of the annual salary according to grid level and allowances will be paid for four (4) years and the accumulated amount will be paid in the fifth year according to clause 12.03 of the Collective Agreement or, at the option of the teacher in two (2) lump sums: 40% on September 1st and 60% on January 1st. The remaining 20% of annual salary will be accumulated, and this amount plus any interest earned shall be retained for the teacher by the Board to finance the year of leave.

19.04 Money will be deposited with a Chartered Bank or Federally or Provincially Chartered Trust Company in such accounts or monies instruments as authorized by law for Trustees to invest Trust Funds and as authorized under the Income Tax Act, Canada, the Education Act or any other relevant governing legislation pertaining to such money. The account and/or instruments chosen will be held in the name of the "London District Catholic School Board, in Trust of the Four and One Leave Plan". The Administration of the Board will be directed as to the choice of bank or trust company and as to the choice of the deposit account or instrument by the Investment Committee, if so formed, made up solely of members of the Branch Affiliates. Any such deposit account or instrument will necessarily take into account the payment provisions of the Plan as set out in clauses 19.03, 19.09 and 19.11. Individual ledger accounts with details of deposits, income earned and withdrawals will be maintained by such bank or trust company. Any administrative costs associated with the operation of such account(s) shall be solely a charge against such account(s) and not the Board.

**ARTICLE 19: FOUR AND ONE LEAVE (continued)**

- 19.05 a) Benefits for teachers registered in the program as at August 31st, 1998, will be maintained proportionately by the teacher and the Board during the leave of absence in accordance with the Collective Agreement in force during the leave of absence.
- b) Benefits for teachers registered in the program after September 1st, 1998, shall be maintained by the teacher during the one-year leave of absence in accordance with the Collective Agreement in force during the leave of absence.
- 19.06 Upon return from the leave, the teacher will be reinstated to a position at least equivalent. i.e. classroom teacher, co-ordinator, to that which the teacher held immediately prior to the leave. If due to declining or changing enrolment patterns, said position no longer exists, the employee will be governed by the appropriate terms of the Collective Agreement.
- 19.07 Sick leave credits will not accumulate during the year spent on leave.
- 19.08 Deductions for the Teachers' Pension Plan shall comply with those requirements as well as the Income Tax requirements.
- 19.09 A teacher may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave of absence is to begin. Any exceptions to the aforementioned shall be at the discretion of the Board. Upon withdrawal, any monies accumulated, plus interest owed will be repaid to the teacher within sixty (60) days of notification of his/her desire to leave the Plan.
- 19.10 In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the leave by one (1) year. If such a deferral is necessary the teacher shall be notified prior to March 1st of the calendar year in which the leave was to take place. In this instance the teacher may choose to remain in the plan and any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence. No deduction will be made during the year of deferral.
- 19.11 Should a teacher die while participating in the Plan, any monies accumulated, plus interest owed at the time of death will be paid to the teacher's estate.

**ARTICLE 20: JOB SHARING**

- 20.01 Upon mutual agreement teachers may request job sharing by submitting a request to the Director of Education or designate. Such request shall apply to situations which involve the same group of students and the same job description.
- 20.02 The request for job sharing must be signed by both teachers and submitted on or before March 1st for the following school year. Late requests may be considered.
- 20.03 The request will be granted at the discretion of the Director of Education who shall ensure that the proposed sharing of the instructional program meets the needs of the students affected.
- 20.04 If the job sharing request is approved, the following will apply:
- i) a partial leave of absence as applicable will be granted for each teacher for the period of the job sharing and not exceeding one school year;
  - ii) at the end of the job sharing agreement, the Board, subject to the Collective Agreement, guarantees each teacher will return to an assignment which is similar or comparable to that held prior to the job sharing agreement;
  - iii) salary and benefits shall be prorated in accordance with various provisions of the Collective Agreement to reflect the percentage of time taught; and
  - iv) if applicable, each teacher shall complete the appropriate authorization form required by the Ontario Teachers' Pension Plan Board.
- 20.05 A job sharing arrangement may be continued by the teachers involved making a new request each year according to the provisions of this Article.

**ARTICLE 21: STAFFING AND WORKLOAD**

21.01 Work Year

The work year for teachers shall be as defined in Regulation 304 of the Education Act or a successor regulation.

21.02 Teaching Load

The Board shall ensure that the assignment of teaching load, class size, teaching time and supervision and on-call duties (secondary teachers) will be done in a fair and equitable manner for all teachers.

21.03 a) Electronically Delivered Credit Courses

The Board shall assign any form of electronic credit courses within the provisions of Articles 21.12, 21.13, 21.14, and 21.14 in their entirety.

b) The Board shall consult with the local O.E.C.T.A. President with respect to the development and implementation of new courses and/or programs delivered electronically.

21.04a) Acting Principal/Vice-Principal

The Board may assign a teacher the duties of an acting principal or vice-principal for a temporary period of time not to exceed five (5) consecutive months.

b) Any extension of this period shall only be with the approval of the Association. Such extension shall not be unreasonably denied.

c) The Board will pay the acting principal or vice-principal the beginning salary of a principal or vice-principal, as appropriate.

d) No teacher shall be assigned the duties of an acting principal or vice-principal without his/her consent.

e) All other provisions of this Collective Agreement shall apply to the teacher during such period of temporary assignment.

f) Any teacher assigned such duties shall not participate in the formal evaluation of another member of this bargaining unit. Acting principals or vice-principals continue to be bound by the Ontario Teachers' Federation Code of Ethics.

g) The Board agrees to replace any teacher who accepts an acting principal or vice-principal position for a temporary period as described above with an occasional teacher.

21.05 a) Elementary Staffing

The minimum number of classroom teachers is the number determined by the class size regulation and the number of teachers required to provide preparation time or "C" times 1500 divided by 1300 where "C" is defined as the minimum number of classes required by the Act and the regulations or as approved by the Minister of Education and Training.



**ARTICLE 21: STAFFING AND WORKLOAD (continued)**

21.05 a) (continued)

For purposes of illustration only:

- the minimum number of classes is calculated by the:

$$\frac{\text{student FTE as of October 31st}}{24.5}$$

- the minimum number of teachers is calculated by the:

$$\frac{\text{number of classes} \times 1500}{1300}$$

- b) Subject to the funding formula, the Board shall employ a minimum complement of forty (40) FTE special education teachers excluding ISA4 funded teachers.
- c) Subject to the funding formula, the Board shall maintain a minimum complement of ten (10) FTE teachers for such positions as consultants, co-ordinators and other system teachers.

21.06 a) Elementary Class Size

No class shall exceed the following maximum class size, except as provided for in sections i) to ix) below:

	Effective September 1, 2004
Junior Kindergarten	22
Senior Kindergarten	22
Primary Grades 1 to 3 inclusive	26
Junior Grades 4 to 6 inclusive	29
Intermediate Grades 7 and 8	31

- i) The maximum class size may be exceeded when additional classrooms are not available.
- ii) The Board will ensure that no more than thirty (30) classes across the system exceed the maximum sizes stated in clause 21.06 a) of this Article.
- iii) A class may not exceed the maximum class size by more than two (2) students.
- iv) St. Mary's Choir and Orchestra and St. John's French Immersion school shall be considered an exception to the maximum class provision for the term of this agreement. Enrolments at entry level to St. Mary's and St. John's shall not exceed the maximum figure for grades 7 and 8.
- v) Maximum class sizes will not be exceeded throughout the year as a result of inclusion of ESL and integration students.

**ARTICLE 21: STAFFING AND WORKLOAD (continued)**

12.06 a) (continued)

- vi) In exceptional circumstances, and with agreement of O.E.C.T.A., the above class size(s) may be exceeded in specified classes.
- vii) Maximum class size(s) shall not be exceeded at any time to provide internal coverage with the exception of emergency circumstances.
- viii) Elementary schools shall have no more than two (2) grades in one (1) classroom.
- ix) For a grade 3/4 split and 6/7 split, the class size shall be calculated based on the lower division class size maximum.

- b) Notwithstanding Article 21.06a), where the Education Act and/or Regulations determines a lower class size for any grade, such number shall be inserted in the chart and take precedence. All other articles shall be calculated on such a basis.

21.07 Planning and Preparation Time

Full-time teachers in JK to grade 8 shall be granted a minimum of two hundred (200) minutes per week for the purpose of preparation, consultation, planning and evaluation during the regular instruction time exclusive of recess and lunch periods. The school day shall not be lengthened to provide planning and preparation time. Planning and preparation time shall not be used for internal coverage, except in an emergency situation. Part-time teachers shall have their preparation time prorated. If the two hundred (200) minutes cannot be scheduled, the shortfall will be accumulated and release time provided in a block during the school year.

21.08 a) Teacher Responsible

The parties recognize that from time to time principals and vice-principals may be absent temporarily from their duties. To accommodate these situations, a teacher may be designated "Teacher Responsible" at a school.

- b) In each school where there is no vice-principal, the principal will recommend to the designated supervisory officer a staff member who shall be responsible for the school during the principal's absence.
- c) A Teacher Responsible will remain a member of the bargaining unit for the duration of the duties assigned.
- d) The duties of the Teacher Responsible shall be to attend to the safety of the students and to handle emergency situations.
- e) Such appointment shall be for one (1) academic year.
- f)
  - i) Except with the approval of the Association, the Teacher Responsible shall not be required to be in charge of the school for more than five (5) full consecutive school days.
  - ii) The Board may replace any teacher designated as a Teacher Responsible with an occasional teacher on such days.
- g) No teacher shall be assigned without his/her consent.

**ARTICLE 21: STAFFING AND**           KI          (i      ii)

21.08 h) In twinned administrative units compensation shall be 3% of A4 maximum. All other Teacher Responsible positions shall be 2% of A4 maximum.

21.09 Supervisory Duties

A maximum number of minutes per week of supervisory duties may be assigned to each full time elementary teacher on an equitable basis. Supervisory duties are defined as: before school, after school, bus duty, hall duty, lunch duty and recess duty. Part time elementary teachers shall be assigned supervisory duties on a pro-rated basis.

- i) Effective September 1, 2005 - 120 minutes/week or less;
- ii) Effective September 1, 2006 - 100 minutes/week or less;
- iii) Effective September 1, 2007 - 90 minutes/week or less.

21.10 a) Noon Hour Supervision

All elementary school teachers shall receive an uninterrupted daily lunch break of forty (40) minutes. This period shall be exclusive of supervisory, preparation time, teaching time and travel time, or other duties during the scheduled working day. The lunch period for teachers shall be scheduled during the students' lunch period.

- b) The Board will continue to employ noon hour assistants in each elementary school. The Board shall assign no fewer than **two (2)** noon hour assistants to schools with over three hundred (300) pupils.
- c) The role of the noon hour assistant will be determined by the principal and staff and be subject to the approval of the designated supervisory officer.
- d) Where it is difficult to attract a noon hour assistant to a particular school a representative of O.E.C.T.A. will be appointed to work with the Administration in solving the problem at that school.

21.11 a) Secondary Staffing

Subject to the funding formula, the Board shall employ a minimum complement of fifteen (15) FTE special education teachers excluding ISA4 funded teachers.

- b) Subject to the funding formula, the Board shall employ a minimum complement of four **(4)** FTE teachers for such positions as consultants, coordinators, and other system teachers.
- c) Subject to the funding formula, the Board shall employ a minimum complement of twelve **(12)** FTE guidance teachers.

**ARTICLE 21: STAFFING AND WORKLOAD (continued)**

21.12 a) Secondary Class Size

No class size shall exceed the following maximum class size except for as provided in b) and c) below:

	Effective September 1, 2004
Academic, University, College/University	33
Applied, College	28
Open	30
Essentials, Workplace	15
Developmental Education	12
Technological	22
English as a Second Language	17

- b) Class size maxima may be exceeded by a maximum of **two** (2) students.
- c) Class size maxima may be exceeded by a maximum of **two** (2) students in six (6) percent of the total number of sections in the system.
- d) Where an Applied class is composed of a grouping of students for whom expectations have been modified in similar ways, that class shall have the same maximum class size as an Essentials class.

21.13 a) Secondary Workload

- i) Full time secondary teachers shall be assigned timetabled duties consisting of credit courses, credit-equivalent programs and equivalent programs. No teacher shall be assigned more than six (6.0) credit bearing courses or credit equivalent courses for each academic year. No teacher shall be assigned more than three (3.0) credit and/or equivalent courses per semester to reach a maximum of 6/8 workload for each academic year or the equivalent of 3/3 workload on a semester basis.

Each teacher shall be provided with a timetable stating his/her assigned workload and lunch period by the 1st day of each semester. Preparation and planning time shall be scheduled on the classroom teacher's timetable.

The staffing complement of Guidance and Student Services shall be maintained as per the staffing ration implemented in the 2002/2003 school year.

- ii) For the purpose of preparation, consultation, planning and evaluation, each full-time secondary teacher shall be granted one full period per day, subject to the assignment of on-calls. This preparation, consultation, planning and evaluation time shall be scheduled during the regular instructional time, exclusive of lunch and supervision. The school day shall not be lengthened to provide preparation and planning time.
- iii) Part-time teachers who are assigned **less** than the workload outlined in Article 21.13a)i) shall be granted on-calls, preparation, consultation, and planning and evaluation time on a pro-rated basis.

**ARTICLE 21: STAFFING AND WORKLOAD (continued)**

- 21.13 b) The maximum number of students assigned to a co-operative education teacher shall be sixteen (16) per section (class). The Board shall organize co-operative education classes in pairs and the assigned teacher(s) shall determine the organization of the in-school component. For the in-school component of the program, the co-operative education teacher responsible for one (1) section shall be responsible for a maximum of thirty-two (32) students during one (1) of the two (2) student periods.
- c) i) A maximum of forty (**40**) minutes per week of other supervisory duties may be assigned in the school year to each classroom teacher on an equitable basis.
- ii) Supervisory duties shall be assigned on an equal basis in one (1) semester only.
- iii) Part-time classroom teachers who are assigned less than the workload outlined in Article 21.13a) i) shall be assigned supervisory duties on a pro-rated basis.
- d) All secondary school teachers shall receive an uninterrupted daily lunch break of forty (**40**) minutes. This period shall be exclusive of on-calls, supervisory duties, preparation time, teaching and travel time, or other duties during the scheduled working day.

The remainder of the lunch period in which the teacher's uninterrupted forty (40) minute lunch is scheduled shall be unassigned time subject to the assignment of supervision in accordance with Article 21.13c)i) and ii).

The lunch period for teachers shall be scheduled during the same time as the lunch period for students, unless mutually agreed.

- e) Each full-time secondary teacher may be assigned a maximum of fifteen (15) full period or thirty (30) half-period on-calls in the school year. On-call coverage shall be limited to one (1) full period per week. On-calls shall be assigned in a fair and equitable manner.
- 21.14 a) Staffing Committees  
Each secondary school shall establish a School Staffing Committee composed of up to three (3) teachers appointed by O.E.C.T.A. and up to three (3) administrators to monitor the assignment of instructional and non-instructional time within the school.
- b) Sufficient release time may be provided, where necessary.
- 21.15 Department Heads - The number of Department Heads assigned to a school will be dependent upon the size of the school within the following formula:
- i) schools of 200 or fewer pupils - one (1) unit for each twenty-five (25) FTE pupils;
- ii) schools with 201 or more - ten (10) units plus one (1) unit for each additional ninety (90) FTE pupils or part-time thereof to a maximum of twenty-eight (28) units;
- iii) Assistant Department Heads and Department Heads shall be assigned on the basis of one (1) unit for an Assistant Department Head and two (2) units for a Department Head;
- iv) a Department Head shall be responsible for a department. An Assistant Department Head, when appointed, will be responsible to a Department Head. Every department shall be assigned to a Department Head. Every course shall be assigned to a Department.

## **ARTICLE 22: TRANSFER AND POSTING**

22.01 Transfers are for the purpose of meeting the needs of Teachers and the Board. Transfers shall not be for punitive reasons.

### 22.02 Principals and Vice-Principals

Notwithstanding that principals and vice-principals are no longer members of the bargaining unit, the Director of Education will present Administration's report on the transfer of principals and vice-principals to the Board by April 1st.

### 22.03 a) Postings

No vacancy exists until official posting has been made by the Board.

b) When hiring, the Board shall give first consideration to internal applicants over external applicants where they have the necessary qualifications for the position. This includes part-time teachers and continuing education teachers.

c) A posting shall indicate the type of job, its location, the qualifications required, the person to whom one should apply and a brief description of duties, if applicable.

d) i) Except for classroom vacancies that occur during the school year in the elementary panel or during the semester in the secondary panel, all new and all vacant positions including positions of responsibility shall be posted. Teachers applying for any vacancy shall be selected according to the priorities in Article 22.03d)v).

ii) The Board shall fill vacant positions with permanent or probationary teachers. Where the Board has approved a leave of absence which commences September 1 or thereafter, the Board may create a placeholder position. Upon commencement of the leave, such position shall be filled by an occasional teacher.

iii) All vacancies, including classroom positions that occur in the secondary panel for the second semester shall be posted mid-December.

iv) The Board agrees that when a vacancy occurs and a qualified teacher is not available to fill the position, the Board shall hire an occasional teacher whose employment shall be governed under the terms and conditions of the London District Occasional Teacher collective agreement. When it does, the Board shall notify the Unit President in writing and further consult with the President until a probationary or permanent teacher fills the position. Notwithstanding the above, the Board shall make every effort to hire a qualified teacher prior to exercising the above option.

v) All vacancies shall be filled according to the following priorities:

1) teachers who have been declared surplus within any school shall be given first consideration;

2) teachers who are required to transfer under a Board-initiated transfer shall be given second consideration;

3) teachers who have been unsuccessful applicants for transfer for three (3) consecutive years shall be given third consideration (effective 1999/2000);

4) teachers who have been assigned to the same school for five (5) years or more and who desire a transfer shall be given fourth consideration;

5) teachers who are returning from leaves of absence shall be given fifth consideration;

6) in all instances, the requirements of the position and the qualifications and skills of the teacher to do the job shall be the determining criteria.

**ARTICLE 22: TRANSFER AND POSTING (continued)**

- 22.03 e) Teachers on part-time assignment and continuing education teachers may at the beginning of each year indicate, in writing, their intention to obtain a full-time placement in an elementary or secondary school. These notices will be kept on file for that school year and first consideration will be given for probationary openings that become available during that school year.
- f) The Board shall, prior to any public advertising, post the advertised position in each of its schools, in the Centre for Lifelong Learning, Administrative office and O.E.C.T.A. Unit office.
- g) A list of available openings shall be posted in the schools and on-line in mid-April, mid-May, and mid-June.
- h) Openings that occur during July and August shall be posted on-line and at the Monsignor Feeney Centre on the first business day of July and the first business day of August with a copy of the postings mailed to the office of the O.E.C.T.A. Unit.
- i) Application shall be made within seven (7) working days of the posting and are to be sent directly to the attention of the Superintendent of Human Resources Services or designate.
- j) The Human Resources Department shall notify the applicant within ten (10) working days of the closing of the posting either that the transfer has or has not been granted.
- 22.04 a) Mutual Transfers (without posting)  
Teachers requesting such transfers shall submit requests in writing to the Human Resources Department by April 1st and notify their principal at the same time.
- b) All applicants shall be provided a list of teachers requesting mutual transfers by April 10th.
- c) When a mutual transfer is acceptable to the teachers and principals affected, the parties shall sign the appropriate form. Written notification of approval shall be given to the teachers and the principals within ten (10) working days after receipt of the form by the Human Resources Department. Such transfers shall not be unreasonably denied.
- d) Mutual transfers shall be completed by April 30th.
- e) Teachers accepting a mutual transfer shall not be declared surplus in their placement for at least ~~two~~ (2) years.
- f) Mutual transfers shall be processed in accordance with Board Policy.
- 22.05 Teacher-Initiated Transfers  
Teachers interested in a transfer of assignment shall apply for posted vacancies. The Board shall fill these vacancies according to Article 22:03d)v).

**ARTICLE 22: TRANSFER AND POSTING (continued)**

22.06 a) Board-Initiated Transfers

The posting - transfer procedures outlined in Article 22.03 shall be the regular method of allocating staff to schools. Board-initiated transfers shall be applied only when deemed necessary.

- b) Except for the purpose of meeting the needs of teachers and the Board, no teacher shall be transferred prior to being assigned to any school for a period of less than twelve (12) years.
- c) The teacher shall be notified in writing stating the reason for the transfer by April 1st and notification of placement shall be no later than June 15th.
- d) Where a Board initiated transfer is invoked, the teacher shall not be required to travel an unreasonable distance.
- e) Where a teacher has received notification of a Board-initiated transfer, the teacher may within ten (10) working days, request a meeting with the Superintendent of Human Resources Services or designate to discuss the transfer. Such meeting shall be arranged as soon as a mutually convenient time can be established but not later than April 30th.
- f) Where a Board-initiated transfer is being invoked, the teacher may request an exemption according to the procedures outlined in Article 22.06e). Exemptions shall not be unreasonably denied for the following reasons:
  - i) teachers who are assigned to a school outside the cities of London, Woodstock and St. Thomas, and who reside in the neighbourhood of that school;
  - ii) when a teacher is required to teach outside the areas as designated on the OTQRC, unless by mutual consent;
  - iii) when the teacher is within two (2) years from retirement or the leave year of Four and One Leave Plan;
  - iv) a teacher whose transfer adversely impacts family obligations or a teacher who due to other extenuating circumstances such as a pre-existing medical condition, would suffer hardship as a result of a transfer.
- g) The Superintendent of Human Resources Services or designate shall discuss exceptions with the President of the O.E.C.T.A. Unit, if requested.
- h) Teachers shall not be transferred between panels unless by mutual consent.
- i) Teachers are encouraged to apply for posted vacancies and the Board shall fill these vacancies according to Article 22:03 d) v).
- (j) Teachers transferred shall not be declared surplus in their new placement for at least two (2) years.
- k) Transfers at the End of the School Year  
When the Board initiates a teacher transfer from one municipality to another, notice in writing stating the new municipality, shall be given to the teacher by April 1st. Notice of the new placement will be given to the teacher in writing as soon as possible but not later than June 15th.



**ARTICLE 22: TRANSFER AND POSTING (continued)**

22.06 (l) Transfers During the School Year

- i) If a transfer occurs during the school year, teachers may be transferred only by mutual consent except if the transfer is necessitated by fluctuations in enrolment.
- ii) The teacher shall be notified in writing five (5) school days before the proposed transfer.
- iii) Any teacher transferred during the school year shall be granted two (2) days leave of absence, with pay, in which to relocate himself/ herself and/or prepare professionally for the new assignment.
- iv) Nothing in the aforementioned provisions shall prohibit the Board from concluding a transfer by mutual consent at other times. Where this occurs the details of that transfer shall be discussed with the local O.E.C.T.A. President.

**ARTICLE 23: SURPLUS**

- 23.01 Where the Board has determined it necessary to declare teachers surplus for the upcoming school year, it shall notify such surplus teachers in writing by April 1st. The Association acknowledges that circumstances may not permit the Board to identify all surplus teachers by April 1st and that it may be necessary to declare additional teachers surplus thereafter. Where this occurs, the Superintendent of Human Resources Services or designate shall notify the local O.E.C.T.A. President outlining the circumstances prior to the declaration of surplus. Where additional teachers are declared surplus, such teachers shall receive notice in writing.
- 23.02 Determination of surplus teacher(s) in a school shall be based on objective and consistent criteria.
- 23.03 Surplus teachers shall be assigned to a position in accordance with Article 22.
- 23.04 A teacher who is declared surplus to a panel shall have first right of recall to the original panel.

**ARTICLE 24: CONTINUING EDUCATION TEACHERS**

- 24.01 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.
- 24.02 Continuing education teachers shall be entitled to Parental and Pregnancy Leave in accordance with the provisions of the Employment Standards Act, 2000, as amended from time to time.
- 24.03 Continuing education teachers shall be entitled to bereavement leave without **loss** of pay for members of the immediate family, to a maximum of three (3) days, with the approval of the principal.
- 24.04 a) The Board shall pay to a continuing education teacher for each hour of instruction in a continuing education course the following remuneration:

<b>Effective Date</b>	<b>Hourly Rate</b>
August 31, 2004	\$35.38
September 1, 2004	\$36.09
September 1, 2005	\$36.81
September 1, 2006	\$37.73
September 1, 2007	\$38.86
August 31, 2008	\$39.13

- b) The Board shall pay to site supervisors of continuing education programs for each hour of instruction in a continuing education course the following remuneration:

<b>Effective Date</b>	<b>Hourly Rate</b>
August 31, 2004	\$36.27
September 1, 2004	\$37.00
September 1, 2005	\$37.43
September 1, 2006	\$38.68
September 1, 2007	\$39.84
August 31, 2008	\$40.12

- c) Such remuneration above includes statutory holiday and vacation pay as required by law.
  - d) Statutory deductions will be made from each pay as required by law.
  - e) Payment of salary and applicable allowances payable to a continuing education teacher shall be paid on the 15th and the last day of the month. The salary shall be paid by direct bank deposit into the teacher's bank account. Should a pay day fall on a non-banking day, payment shall be made on the preceding bank business day.
- 24.05 Continuing education teachers shall be entitled to attend the first annual professional development day without **loss** of salary or benefits.

**ARTICLE 25: WORKPLACE SAFETY AND INSURANCE BOARD CLAIMS**

- 25.01 In the event that a teacher is injured at work and is on an approved Workers' Compensation Benefit and is in receipt of Workers' Compensation payments as a result of an approved claim by WSIB then, in lieu of his/her regular pay, the Board will make up the limitation in clause 25.02.
- 25.02 Sick leave days will be deducted from the teacher's accumulated sick leave in direct proportion to the amount paid by the Board under clause 25.01. When the accumulated sick leave credits are used up the teacher will no longer be entitled to supplementary payments payable by the Board.
- 25.03 a) The Board shall provide the President of the local unit with a copy of the employer's report of injury or disease and Form 7 when submitting such form to the Workplace Safety and Insurance Board (WSIB).
- b) The Board agrees to consult with and to provide to the President of the local unit and the injured teacher any return to work plan regarding a teacher's WSIB claim.
- 25.04 a) Where a teacher has been approved by WSIB for loss of earnings benefits, such payment shall be remitted directly to the Board by WSIB under the following parameters:
- i) the teacher has additional sick leave credit available to maintain full salary;
  - ii) the teacher has elected to top up the WSIB loss of earnings benefit.
- b) i) In the event that a teacher has insufficient sick leave credits and/or exhausts all accumulated sick leave, the WSIB benefit shall be directed to the teacher.
- ii) The Board shall notify the teacher one (1) month prior to the exhaustion of sick leave credits where the teacher has elected to top up salary.

**ARTICLE 26: HEALTH AND SAFETY**

- 26.01 The Board agrees to maintain a Joint Health and Safety Committee.
- 26.02 The Board agrees to maintain the terms of reference as amended from time to time by the Joint Health and Safety Committee and approved by the Board.
- 26.03 Teacher representatives shall form a minimum of half of the employees present on the Joint Health and Safety Committee.
- 26.04 Teachers who serve on the Joint Health and Safety Committee as well as teachers who are appointed as Designated Workers for purposes of monthly work site inspections shall be permitted to carry out their duties during regular school hours, exclusive of lunch and recess. Designated Workers shall be provided with adequate release time to a system wide maximum total of twenty (20) days per school year.

**ARTICLE 27: PERSONNEL FILES**

- 27.01 In accordance with The Municipal Freedom of Information and Protection of Privacy Act, a teacher shall have access during normal business hours to the teacher's personnel file upon written request to the Superintendent of Human Resources Services or designate. A teacher shall also have access to any of his/her in-school personnel files. The teacher may copy any material contained in these files.
- 27.02 An appropriate Board official shall be present when a teacher reviews the files and the teacher may be accompanied by an individual of the teacher's choice.
- 27.03 If a teacher disputes the accuracy of information in the file, the teacher can request in writing to have the information corrected or to have specific material removed. The Board shall have thirty (30) calendar days to respond to the request.
- 27.04 For the purpose of this Article, "files" shall include, but are not limited to hard copies and electronically stored data.
- 27.05 No documents, assessments, or written comments, other than those which are sent in by the teacher, shall be placed in a teacher's file unless a copy is sent to the teacher at the same time.

**ARTICLE 28: EVALUATION**

- 28.01 The evaluation of a teacher shall be conducted in accordance with Board policy.
- 28.02 No member of the bargaining unit shall be required to participate in the evaluation of another member.
- 28.03 The teacher may append comments to the evaluation report. In the event the teacher disagrees with the evaluation and after the teacher has discussed those concerns with the principal or vice-principal, the teacher may arrange to meet with the designated supervisory officer.

**ARTICLE 29: TRANSPORTATION ALLOWANCES**

- 29.01 Any teacher who is given a teaching assignment(s) which requires the teacher to travel from school to school(s) as part of his/her regular duties shall be paid a mileage allowance.
- 29.02 The automobile allowance rates are 35 cents per kilometre for the first 5000 kilometres and 29 cents per kilometre thereafter.



**ARTICLE 30: ADMINISTRATION OF MEDICATION**

- 30.01 The Board recognizes the right of any member of O.E.C.T.A. to refuse to be designated as the person who will administer medications.
- 30.02 No teacher shall be required to do any medical or health-related physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence.

**ARTICLE 31: HARASSMENT**

31.01 The Board and O.E.C.T.A. agree that every teacher has the right to freedom from harassment as described in the Board's Harassment Policy and Regulations.

**ARTICLE 32: ASSAULT**

32.01 The Board and O.E.C.T.A. agree that every teacher has a right to freedom from assault as described in the Board's Assault Against Teachers and Other Employees Policy and Regulations.

**ARTICLE 33: COMPLAINTS TO THE COLLEGE OF TEACHERS**

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

**ARTICLE 34: RESIGNATION/ RETIREMENT**

- 34.01 A teacher may resign effective June 30th or August 31st by giving written notice of same to the Superintendent of Human Resources Services or designate on or before May 31st.
- 34.02 A continuing education teacher may resign on the last day of a module by giving written notice of same to the principal of continuing education program at least ten (10) working days prior to the last day of the module.
- 34.03 Notwithstanding clauses 34.01 and 34.02, a teacher may resign effective on any date by mutual consent between the teacher and the Board. Such a request shall not unreasonably be denied.

**ARTICLE 35: DISTRIBUTION OF AGREEMENT**

35.01 Each teacher in the employ of the Board shall receive a copy of this Agreement within twenty (20) teaching days after the conclusion of negotiations and final signing. New employees during the terms of this contract shall receive a copy of this contract upon signing a teacher contract with the Board.

**ARTICLE 36: DURATION AND RENEWAL**

36.01 This Agreement shall have effect from September 1, 2004, and continue in force until midnight the 31st day of August, 2008.

36.02 Either party may serve written notice to the other party, between March 1st and June 1st inclusive in the year on which the Agreement expires, of its desire to negotiate the renewal of this Agreement. If neither party serves notice the Collective Agreement shall remain in force for one (1) additional year.

36.03 The parties agree to meet within twenty-one (21) days of receipt of the notice or as otherwise agreed.

36.04 The notices shall be sent to the following:

- Director of Education  
London District Catholic School Board  
Monsignor Feeney Centre of Catholic Education  
165 Elmwood Avenue East  
P.O. Box 5474  
London, Ontario  
N6A 4X5
  
- General Secretary  
Ontario English Catholic Teachers' Association  
65 St. Clair Avenue East, Suite 400  
Toronto, Ontario  
M4T 2Y8

36.05 A copy of the notice shall be sent to the Unit President.

**ARTICLE 37: AGREEMENT SIGNATURES**

IN WITNESS WHEREOF the Board and the Association have caused this Agreement to be signed in their respective names by their respective representatives duly authorized in that behalf,

this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

London District Catholic  
School Board Per

Authorized Representatives  
of Association Per



**LETTER OF INTENT I**

The Board and O.E.C.T.A. agree to the formation of a committee to investigate and recommend guidelines for the crediting of work related experience. The committee shall consist of three (3) members appointed by O.E.C.T.A. and three (3) members appointed by the Board. The committee shall make its report to the Director of Education by April 1, 2001.

**LETTER OF INTENT II**

The Board ensures that the length of the instructional periods will be the same for all secondary schools.

**LETTER OF INTENT III**

The Board shall ensure that for the duration of this Collective Agreement that the protocol outlined in the document entitled "Update - Fifth Disease" dated February 2, 2005 shall be in effect.

**LETTER OF INTENTIV**

The Board shall provide to each full time teacher on the 2004-2005 system staff a sum of \$512.00 for teacher determined professional development as outlined in the Deputy Minister letter dated May 20, 2005. Part time teachers shall be pro-rated the sum. The sum shall be payable on or before July 31, 2005.

It is understood that the total amount payable to teachers shall not exceed the total amount provided for this purpose by the Ministry of Education. The Board is not liable for any tax implications which may arise as a result of these payments.

**LETTER OF INTENT V**

The Board may release probationary teachers, upon receipt of a request for release by the Association, for the purpose of attending a half-day meeting of the Association for probationary teachers; subject to the provisions of this Memorandum.

Release under the terms of this Memorandum shall be limited to maximum of 30 probationary teachers for each half-day meeting and each probationary teacher will be limited to attendance at one such half-day meeting.

The Association shall establish the dates for the half-day meeting(s) for the 2005-2006 school year so that they occur in the last week of October or the first week of November.

The parties agree that the dates of future meetings shall be established by mutual agreement and shall, to the extent practicable, be scheduled during the months of October or November annually. The Board and the Association agree to co-operate with one another to schedule any half-day meeting(s) on a date or dates that are expected to cause least disruption to students and to the Board's operations. In accordance with this principle, the Board will not unreasonably withhold its consent to the scheduling of the half-day meeting(s) on particular dates.

The Association shall bear the cost of the replacement occasional teachers in accordance with the collective agreement of the occasional teachers.

The parties agree that this Memorandum shall be incorporated into the Collective Agreement as a Letter of Intent and shall be maintained for the duration of the newly negotiated Collective Agreement.

The Association shall withdraw the grievance upon execution of this Memorandum.

This Memorandum of Agreement is without prejudice or precedent to the position of either party regarding the application Article 17.06b) of the Collective Agreement with respect to leaves other than the leave (release) contemplated by this Memorandum.

## **LETTER OF UNDERSTANDING I**

As outlined in the Deputy Minister letter dated May 20, 2005, the parties agree that any and all additional funding for salary generated by the following conditions shall result in a commensurate increase in salary:

The government will provide additional funding of up to 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 school years as follows:

If the province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year, measured at August, 2006, is higher than 2.5% then the 2.5% salary increase for September 1, 2006 will be increased to match the rate of inflation to a maximum of an additional 0.5%; and;

If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year, measured at August, 2007, is higher than 3.0% then the 3% salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of an additional 0.5%.

**LETTER OF INFORMATION**

Rights of Catholic School Boards

This excerpt from the Education Act is for information purposes only for the teachers in the employ of the London District Catholic School Board and does not constitute part of the Collective Agreement.

This Board has, as found in, Section 1(4)

“... any right or privilege guaranteed by section 93 of the Constitution Act, 1867 or by section 23 of the Canadian Charter of Rights and Freedoms.”

Section 1(4.1)

“Every authority given under this Act, including but not limited to every authority to make a regulation, decision or order and every authority to issue a directive or guideline, shall be exercised in a manner consistent with and respectful of the rights and privileges guaranteed by section 93 of the Constitution Act, 1867 and by section 23 of the Canadian Charter of Rights and Freedoms.

