

ELEMENTARY TEACHERS'
COLLECTIVE AGREEMENT

BETWEEN:

THE ST. CLAIR CATHOLIC DISTRICT
SCHOOL BOARD
("The Board" or "The District Board")

and-

ONTARIO ENGLISH CATHOLIC TEACHERS'
ASSOCIATION
("OECTA")

SEPTEMBER 1, 1998 to AUGUST 31, 2000

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ARTICLE 1: PREAMBLE

The parties to this Agreement are: The St. Clair Catholic District School Board (hereinafter referred to as the "Board" and the Ontario English Catholic Teachers' Association (hereafter referred to as "OECTA").

Whereas it is the desire of both parties to this Agreement:

1. *To maintain the existing harmonious relations and settle the conditions of employment between the Board and OECTA;*
2. *To recognize the mutual value of joint discussions and negotiations in their matters pertaining to salary and working conditions within this Agreement;*
3. *To encourage the maximum from the Roman Catholic educational environment of the school community;*
4. *To promote morale, well being and security; the parties agree as follows.*

ARTICLE 2: DEFINITIONS

1. **Bargaining Unit**: means every Part X.1 Teacher, other than occasional Teacher, who is assigned to one or more elementary schools or to perform duties in respect of such schools all or most of the time. If the assignment is exactly equal between elementary and secondary, the Part X. 1 Teacher shall choose as to which bargaining unit to be a member.

2. **Bargaining Agent**: means the Ontario English Catholic Teachers' Association.

3. **Board**: means the St. Clair Catholic District School Board.

4. **Part X.1 Teacher as Defined by the Education Act**: means a Teacher who is a member of the College of Teachers employed by the Board to teach but does not include a supervisory officer, a principal or vice-principal or an instructor in a Teacher-training institution.

5. **Part-Time Teacher**: means a Teacher employed by the Board on a regular basis for other than full-time duty.

6. **Probationary Teacher**:

'Probationary Teacher' means a Teacher employed by the Board during a probationary period.

7. **Teacher**: means a Part X.1 Teacher.

8. **Director**: means the Director of Education or his/her designate.

9. **OECTA**: means the Ontario English Catholic Teachers' Association.

10. **The Board is comprised of two "Geographic Regions": The Municipality of Chatham-Kent and Lambton County.**

11. *A Teacher is required to be a member in good standing with and holds a valid certificate of qualification from the College of Teachers.*
12. *Predecessor School Board: means the Lambton County Roman Catholic Separate School Board or the Kent County Roman Catholic Separate School Board.*
13. *Predecessor Collective Agreement: means the applicable collective agreement in effect immediately prior to September 1, 1998, applying to the District School Board in relation to Elementary Teachers.*
14. *Consultant: means a Teacher with system wide responsibility appointed by the Board to act as a consultant for Teachers of certain subject areas or programs. Consultants assist and advise Teachers in developing and implementing programs and methods. Consultants will assist with Teacher Professional Development.*
15. *Special Assignment Teachers: a special assignment Teacher means a Teacher assigned to a special project or study or to system wide duties and shall be covered by the collective agreement.*

ARTICLE 3: INTERPRETATIONS

- 3.01 *OECTA is the sole and exclusive bargaining agent for the bargaining unit.*
- 3.02 *In the case of conflict, the Education Act, as amended, and Regulations made under it prevail over the provisions of this collective agreement.*
- 3.03 *Persons with a “Letter of Standing” shall be placed in the category to which their academic and professional qualifications equate pursuant to their QECO evaluation.*

ARTICLE 4: RECOGNITION

- 4.01** *The Board recognizes OECTA as the exclusive bargaining agent of all Teachers, other than Occasional Teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time. "Teacher" bears the same meaning as "Part X.1 Teacher" as defined in the Education Act as amended.*
- 4.02** *"Occasional Teacher" bears the same meaning as that given to "Occasional Teacher" as defined by the Education Act, as amended,*
- 4.03** *This Agreement is binding upon the Board and OECTA and upon the Elementary Teachers employed by the Board.*

ARTICLE 5: NO STRIKE OR LOCKOUT

5.01 *There shall be no strike or lockout during the duration of this Agreement, nor shall OECTA, its officers and agents take any steps directly or indirectly to cause a strike during the duration of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Labour Relations Act, as amended.*

ARTICLE 6: MANAGEMENT FUNCTIONS

- 6.01 *It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to the provisions of the Education Act, the Constitution Act, 1982 and the applicable Legislation and Regulations.*
- 6.02 *Any provision of this Agreement which may prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by the "Roman Catholic Separate School Boards" and their supporters under the Constitution Act 1982, is null and void.*
- 6.03 *All rights not expressly granted to Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement. The Board agrees that in the exercise of its management rights it shall not act in bad faith.*

The exercise or non-exercise of rights hereby retained by the Board shall not be deemed to waive such rights or the right to exercise them in some other way in the future.

ARTICLE 7: DISCIPLINE/DISCHARGE AND TERMINATION

7.01 *No Teacher shall be disciplined or discharged without just cause. It is agreed that just cause for discharge exists for denominational grounds.*

Where the matter concerned is of a denominational nature, the Board and the branch affiliate shall, prior to discipline, demotion, discharge or suspension of a Teacher, attempt to resolve the matter on a personal basis through professional and/or religious counselling. The assistance of the Bishop of the Diocese or his designate, may be invited. A dismissal or disciplinary action for denominational grounds shall not be the subject of a grievance or arbitration (except only for the purpose of determining whether the discipline or discharge was for denominational grounds.)

The standard of just cause applicable to probationary Teachers is substantially less than that which applies to non-probationary Teachers.

ARTICLE 8: PERSONNEL FILES

- 8.01** *A Teacher shall have the right to reasonable access during normal business hours for the purpose of reviewing his/her personnel file in the presence of a Board official or his/her designate. A Teacher shall also have reasonable access to his/her in-school personnel file, in the presence of the Principal or his/her designate. The Teacher may reasonably request a copy of any material contained in these files.*
- 8.02** *If the Teacher disputes the accuracy of the contents of his/her file or the appropriateness of the inclusion of an item in his/her file he/she can request in writing the removal of the specified material. If the Board does not grant the request, a copy of the request will be appended to the specified material.*
- 8.03** *A Teacher shall be notified in writing of any addition to his/her file, and a copy shall be given to the Teacher.*

ARTICLE 9: TEACHER EVALUATIONS:

- 9.01 a) *Only Supervisory Officers, elementary Principals and Vice-Principals who are members of the Ontario College of Teachers, shall evaluate a Teachers' competence.*
- b) *No member of the bargaining unit shall be required to evaluate a Teachers' competence.*
- 9.02 a) *The Board shall provide OECTA with a policy on, and procedures for, evaluations which will be developed by a committee of the Board with bargaining unit participation.*
- b) *Teachers shall be evaluated in accordance with the policy and procedures.*
- c) *All evaluations shall be in writing, signed by the evaluator(s), with a copy to the Teacher and a copy to the Teacher's personnel file. The Teacher may append comments to the evaluation report and shall have the right to an independent evaluator from within the Board where there is a disagreement with respect to the evaluation.*
- d) *The Teacher shall be given at least one instructional day between the day of the notice and the day of any formal classroom observation.*

ARTICLE 10: DISCRIMINATION / HARASSMENT

10.01 *The parties agree to comply with their obligations under the Ontario Human Rights Code. The parties further recognize that under s.48(12)(j) of the Labour Relations Act that an arbitrator has the power to interpret and apply the Human Rights Code.*

ARTICLE 11: HEALTH AND SAFETY

- 11.01 *Health and Safety shall be governed by the applicable provisions of the Occupational Health and Safety Act and a member of the bargaining unit shall participate in the Joint Health and Safety Committee.*

ARTICLE 72: GRIEVANCE/ARBITRATION PROCEDURE

12.01 Definition:

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the Teacher, group of Teachers or OECTA and the Board.

- b) A "party" shall be defined as:
 - i) OECTA;
 - ii) the Board

- c) "Days" shall mean school days unless otherwise indicated,

12.02 Informal Stage:

The Teacher, or group of Teachers, and/or an OECTA representative will attempt to resolve a grievance by informal discussion with the principal or immediate supervisor prior to initiating the formal grievance.

12.03 **Formal Stage:**

Step 1

- a) ***OECTA, at the written request of a Teacher or group of Teachers desiring to submit a grievance and with the approval of OECTA, shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and signed by the grievor(s) and/or OECTA as the case may be and shall send the same to the Superintendent of Human Resources or his designate, within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the Teacher ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.***

- b) ***The Superintendent of Human Resources or his designate, shall meet with the grievor(s) and the representative(s) within ten (10) days from the receipt of the grievance. The Superintendent of Human Resources or his designate shall forward the written decision to OECTA within five (5) days of such meeting.***

Step 2

- a) ***Failing settlement at Step 1, the grievor(s) and/or OECTA shall submit the grievance, in writing, to the Director of Education or designate and the Chair of the Board within five (5) days of receiving the decision at Step 1.***

- b) *The Director of Education or designate and a Trustee, if available, shall meet with the grievor(s) and OECTA representative(s) within ten (10) days from the receipt of the grievance. The Superintendent of Human Resources or his designate may be present if so required by the Director of Education. The Director of Education or designate shall forward a written decision to OECTA within five (5) days of such meeting.*

Step 3

If no settlement is reached, OECTA may submit the grievance to arbitration within ten (10) days of receipt of the response as follows:

- a) *Board of Arbitration: A grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.*

If either party fails to appoint a nominee to the arbitration board, the other party may request the Minister of Labour to refer the grievance to a single arbitrator.

- b) *Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any Teacher(s) affected by it.*

- c) **Arbitration:** Upon agreement of the parties a grievance may be submitted to a single arbitrator, and OECTA will indicate the name of its suggested arbitrator to the Board. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- d) **Powers of the Board of Arbitration:** An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act. The time lines in the grievance and arbitration provisions are mandatory.
- e) **Decision of An arbitration board shall give a decision within sixty (60) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the board of arbitration shall be final and binding and enforceable on all parties.**
- f) **Expenses of the Arbitration or Board of Arbitration:** Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the arbitration board.

- 9) **Policy Grievance:** OECTA and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to the OECTA President or the Director of Education, as the case may be, and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or when OECTA or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.
- h) i) **Grievance Mediation:** Nothing in this Article precludes the parties from mutually agreeing to consensual mediation-arbitration under section 50 of the Labour Relations Act.
- ii) **Expedited Arbitration:** Either Party may utilize the expedited arbitration provisions of the Labour Relations Act in accordance with section 49 of the Act.
- i) **Other:**
- a) All time limits herein for the grievance and arbitration procedure may be extended only upon written consent of the parties.
- b) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- c) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.

- d) *Records of any grievance shall be kept in a file separate from the personnel files of an individual Teacher.*

ARTICLE 13: PROBATIONARY PERIOD

- 13.02 *A Teacher hired on a probationary basis is employed on probation for one year or 10 consecutive months of teaching (excluding July and August) or such lesser period as may be determined by the Board. The probationary period may be extended for an additional year or 10 consecutive months of teaching (excluding July and August) upon agreement between the Board and OECTA. The release of a probationary Teacher during or at the end of such probationary period shall be in accordance with the just cause provisions.*

ARTICLE 14: SENIORITY

14.01 Seniority Defined:

On January 1, 1998, the Board recognized fully the seniority of each Teacher as determined by the Collective Agreement of the applicable predecessor Board.

- a) ***Seniority shall mean the length of continuous service in the bargaining unit with the Board, or a predecessor Board(s), from the date of commencement of employment.***
- b) ***For the purpose of this Article, "continuous service" shall include being on the recall list, exchange teaching, loan to DND, Association Leaves, and any and all leaves taken with the approval of the Board, including leaves for lengthy illness.***
- c) ***Seniority gained in the elementary or secondary bargaining unit is fully transferable from one bargaining unit to the other within the Board. Seniority shall not be negatively affected in any way by movement between the Elementary and Secondary Units.***

14.02 Seniority List:

- a) ***The Seniority List shall provide in decreasing order of seniority, the names of the Teachers, the date of commencement of employment in the bargaining unit and the total number of years of seniority calculated in accordance with this Article.***
- b) ***Each Teacher employed by the Board shall be placed on the Seniority List.***
- c) ***The Seniority List shall be established by the Board in consultation with the Local Unit President(s)***

- d) *The Seniority List shall be updated each year and a copy thereof provided to the Local Unit President(s) by October 30th for their approval. Once approved, the list shall be posted in each school and shall be binding on the Teachers.*
- e) *Part-time Teachers shall not be pro-rated except as provided for in f) below.*
- f) *Where the seniority of one or more Teacher(s) is equal, the determination of their respective positions on the seniority list shall be based upon the following criteria, and in order:*
 - i) *total full-time equivalent teaching experience with the Board or its predecessor Boards during the period of continuous service;*
 - ii) *other teaching experience with the Board or its predecessor Boards;*
 - iii) *total teaching experience recognized for salary purposes;*
 - iv) *highest category placement in accordance with QECO respective Statements of Evaluation;*
 - v) *the qualifications listed on the current Certificate of Qualification issued by the Ontario College of Teachers in excess of those used for QECO placement;*
 - vi) *by lot drawn in the presence of a Unit President or designate.*

ARTICLE 15: PART-TIME

- 15.01 *A part-time Teacher is a Teacher employed by the Board on a regular basis for other than full-time duty.*
- 15.02 *Part-time Teachers shall be paid according to their placement on the salary grid pro-rated to reflect the percentage of time taught as a percentage of instructional program per day/year.*
- 15.03 *Part-time Teachers shall be entitled to fringe benefits with the applicable employer contributions pro-rated as per .02 above.*
- 15.04 *Part-time Teachers shall be entitled to sick leave days pro-rated as per .02 above.*
- 15.05 *A Teacher who is currently teaching full-time, may apply for a part-time teaching assignment with a corresponding leave. A part-time teaching assignment with a corresponding leave, which is subject to the general leave of absence provisions of this agreement, may be granted at the discretion of the Board.*
- 15.06 *Part-time Teachers who request full-time teaching assignments shall be considered by the Board prior to hiring from outside of the bargaining unit.*

ARTICLE 16: SPECIAL ASSIGNMENT

- 16.01 a) *Special assignments may be initiated by the District Board or Director of Education. Special assignments may be up to but shall not exceed three (3) years except where extended by approval of the Director of Education;*
- b) *A special assignment Teacher means a Teacher assigned to a special project or study or to system wide duties.*
- c) *At the conclusion of the Teacher's special assignment, the Teacher shall be returned to an equivalent teaching assignment which is within the same division or subject area held immediately prior to the commencement of the special assignment, subject to the staff reduction provisions.*
- d) *Only those special assignment Teachers appointed to the position of consultant, as defined in this agreement, shall receive an allowance equal to 10 percent of his/her salary as determined by his/her placement on the grid.*

ARTICLE 17: NEW POSITIONS

- 17.01 *For the purposes of this Article, a new position is defined as a position created by the Board which has a responsibility allowance.*
- 17.02 *When the Board creates a new position of responsibility, the Board shall provide an overview of the responsibilities involved with that position. The salary and/or allowances for such a position shall be negotiated by the Negotiating Teams and a recommendation presented to the Teacher and the Board. Upon ratification by both parties, the salary and/or allowance shall become part of this Agreement. This salary and/or allowance, if available, will be included when advertising the position.*
- 17.03 *All positions other than regular classroom Teachers, French As A Second Language Teachers, Teachers in Charge and Special Education Teachers will be posted in every school within the Board for a minimum period of ten (10) days prior to commencement of interviews for the position.*

ARTICLE 18: TRANSFERS

- 18.01** *Nothing in this Article prevents the transfer of a Teacher at any time by mutual consent of the Board and the Teacher(s).*
- 18.02** *Transfers from the Secondary unit cannot cause a redundancy in the elementary unit or prevent the recall of an elementary Teacher from the recall list.*
- 18.03** *Beginning Teachers and Teachers new to a school shall remain in the same school for two consecutive years unless a transfer is mutually agreed upon between the Teacher and the Board or pursuant to a motion of the Board, provided there is consultation with OECTA prior to the Board motion.*

Involuntary Transfers:

- 18.04** *Subject to .01, .02, and .03, the Board has the right to unilaterally transfer a Teacher at any time, provided that the Teacher is informed in writing of the reasons for the transfer, with a copy to OECTA, and provided that the transfer is within the same geographic region, except where the Teacher and the Board agree otherwise. In circumstances where the involuntary transfer is to be effective for the following school year, notice of the transfer shall be given to the Teacher by April 30th and the Teacher's name shall be added to the voluntary transfer list.*

Voluntary Transfer:

- 18.05** *Subject to .01 to .04 above,*
- a) *By February 1st each year, Teachers interested in a transfer of assignment shall apply to be placed on the "Application for transfer list";*

- b) *By February 8th, the Board shall supply the bargaining agent with the "application for transfer list" ordered in terms of seniority with the most senior Teacher in the first position on the list;*
- c) *By February 22nd, the bargaining agent shall verify the accuracy of the "Application for transfer list";*
- d) *Subject to the Director's approval, the elementary school principals will make any internal assignments before vacancies are advertised;*
- e) *The Board shall advise Teachers on the transfer list of all known vacancies for teaching positions in the subsequent school year by April 30th. Teachers in order of seniority shall have their choice of vacant positions, subject to the approval of the Board, or pass on all vacancies at that time. Upon the request of a Teacher who is denied his/her transfer request, the Principal or his designate shall meet and discuss with the Teacher the reasons for the denial of the transfer.*
- f) *The Board shall advise Teachers on the transfer list of all new and previously unfilled vacancies by June 1st Teachers in order of seniority shall have their choice of vacant positions, subject to the approval of the Board, or pass on all vacancies at that time. Upon the request of a Teacher who is denied his/her transfer request, the Principal or his designate shall meet and discuss with the Teacher the reasons for the denial of transfer.*
- g) *Teachers new to the bargaining unit shall not be assigned to a specific grade and/or school until June 15th;*

- h) ***Vacancies for the purpose of this sub-Article, shall be defined as teaching assignments, for the following September, which are not filled by internal assignments within the elementary school and shall be deemed not to include maternity/parental leaves of absence or extended leaves of absence.***

ARTICLE 19: STAFF REDUCTION

- 19.01** *When it becomes necessary to reduce staff, the Board shall do so in accordance with the following. Every effort will be made to absorb the surplus of Teachers and/or to reduce staff through the process of attrition as a result of normal resignations, retirement, termination and/or leaves of absences.*
- 19.02** *Teachers shall be declared surplus to their school in reverse order of seniority provided that the remaining Teachers at the school are qualified as required by the Education Act to perform the remaining assignments.*
- 19.03** *Teachers declared surplus to their school shall be assigned to another school provided they are qualified as required by the Education Act to assume the assignment of a less senior Teacher. Where the surplus Teacher has the qualifications to assume the assignment of more than one less senior Teacher, he/she shall assume the assignment of the least senior Teacher.*
- 19.04** *A Teacher displaced in accordance with paragraph .03 above shall be declared surplus and shall be assigned, if possible, in accordance with that paragraph.*
- 19.05** *A Teacher who has been declared surplus and who is not able to displace a less senior Teacher in accordance with paragraph .03 shall be laid off. A Teacher who is to be laid off shall receive written notification on or before May 30. In extraordinary circumstances where Teachers are laid off during the school year, notice of lay off shall be in accordance with the Employment Standards Act.*
- 19.06** *A Teacher will be considered qualified to assume a teaching assignment for the purposes of this Article if he/she can and does obtain the required qualifications of the Education Act prior to the commencement of the assignment.*

19.07 *Where the Board decides to reduce staff, it shall provide OECTA with an opportunity to offer suggestions on ways in which the declaration of Teachers as surplus could be avoided.*

19.06 *Election:*

- a) *A Teacher who is subject to lay-off shall elect in writing within the notice period whether to maintain his/her recall rights.*
- b) *in the event that the Teacher elects to waive his/her recall rights or fails to make an election, the Teacher's employment terminates and the Teacher shall be paid any severance pay to which he/she is entitled under the Employment Standards Act.*
- c) *in the event that a Teacher elects to maintain his/her recall rights the Teacher shall be placed upon the recall list in which case if the Teacher is not recalled to and returns to permanent employment within 26 months of placement on the list the Teacher's employment shall terminate and the Teacher shall be paid any severance pay to which he/she is entitled to under the Employment Standards Act.*
- d) *A Teacher on the recall list may at any time during the 26 month period renounce his/her recall rights at which time his/her employment will terminate and the Teacher shall receive any severance pay to which he/she is entitled under the Employment Standards Act.*

19.09 *Recall:*

- a) *Recall shall be in the reverse order of seniority provided the Teacher is qualified to perform the teaching assignment.*

- b) ***A Teacher on the recall list must keep the Board informed at all times of his/her proper address and telephone number. The initial attempt to recall eligible /aid-off Teacher(s) shall be by telephone. if this is unsuccessful, a registered letter shall be sent to the last known address.***

- c) ***A Teacher who has been placed on the recall list from a full-time teaching assignment shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching assignment with the Board. However, if such Teacher does not accept the temporary or part-time teaching assignment, he/she shall not be considered for recall to any other teaching assignment similar to such assignment. if the Teacher does accept a part-time position and further teaching assignments which that Teacher is qualified to teach become available within the school, the Board shall consider assigning those additional periods to the Teacher. Where the temporary or part-time teaching assignment is finished the Teacher shall be returned to the recall list.***

- d) ***Any Teacher on the recall list shall have the option to maintain his/her benefit coverage at full premium cost to the Teacher payable to the Board in advance on a monthly basis.***

- e) ***Any Teacher on the recall list who is offered a part-time or full-time teaching assignment shall have a maximum of ten (10) working days from the date of notification by telephone or the posting of the registered letter, in which to report for the teaching assignment.***

- f) ***A Teacher who is unable to report for work and provides satisfactory medical or other evidence of injury, illness or other reasonable excuse acceptable to the Board, shall not lose recall rights solely because of his/her failure to report.***

- g) A Teacher who fails to accept his/her recall or report for work as specified, except where permitted by this Article, shall lose all recall rights.**
- h) Notwithstanding Paragraph (g), a Teacher has the right to refuse a teaching assignment if the assignment is in a school in a different geographical region from the region of the Teacher's last teaching assignment prior to being placed on the recall list. The Teacher shall maintain his/her position on the recall list.**

19.10 Deemed to Have Terminated Employment: A Teacher shall be deemed to have terminated employment with the Board if the Teacher:

- a) Voluntarily resigns in writing, or**
- b) Fails to report for the teaching assignment within ten (10) days from the mailing notice of recall unless a reason satisfactory to the Board is given, or**
- c) Fails to report to work, after being recalled, within ten (10) days of notifying the Board of his/her return to work unless a reason satisfactory to the Board is given, or**
- d) elects to waive or renounce his/her recall rights**

19.11 Letter of Reference: Any Teacher who terminates employment with the Board after being declared surplus, shall receive from the Director of Education a letter stating that the employment of the Teacher was terminated because of a surplus of Teachers and for no other reason.

ARTICLE 20: TEACHER IN CHARGE

- 20.01 *The parties recognise that from time to time school administrators (Principals and Vice-Principals) may be absent temporarily from their duties. To accommodate these situations, a Teacher may be designated a Teacher in Charge at a school.*
- 20.02 *A Teacher in Charge shall remain a member of the bargaining unit for the duration of the duties assigned and shall retain all rights and privileges accorded under the terms of the collective agreement.*
- 20.03 *No Teacher shall be designated as Teacher in Charge without his/her consent.*
- 20.04 *The Principal shall designate one Teacher in the school "Teacher in Charge", and shall inform the staff of the designate.*
- 20.05 (a) *Where the Principal and Vice Principal are absent from the school, the Teacher in charge shall have the additional responsibility of responding to emergency or serious situations and to take the appropriate steps which include contacting the appropriate Board official or other agency or person and to maintain order during the situation.*
- (b) *On the second consecutive day of complete absence from the school of both the principal and vice-principal, the Teacher in charge shall be assigned to perform the administrative duties of the absent principal and/or vice-principal. Such duties shall not include the evaluation of another member of this bargaining unit. The Board agrees to replace any Teacher in charge who performs duties under this provision with an occasional Teacher to the extent necessary.*

- 20.06 (a) *A Teacher in charge at a school will not be required to actually perform and carry out the additional responsibility referred to in 20.05 (a) above on more than 20 school days in a school year without the consent of OECTA, which shall not be unreasonably withheld.*
- (b) *A Teacher in charge at a school will not be required to actually perform and carry out the additional responsibility referred to in 20.05 (b) above on more than 40 school days in a school year without the consent of OECTA, which shall not be unreasonably withheld.*
- 20.07 (a) *A Teacher in charge who actually performs and carries out the additional responsibilities referred to in 20.05 (a) above shall receive an allowance of \$20/half day or \$40/day, as the case may be.*
- (b) *A Teacher in charge who actually performs and carries out the additional responsibilities referred to in 20.05 (b) above shall receive an allowance of \$20/half day or \$40/day, as the case may be.*

ARTICLE 21- ACTING ADMINISTRATOR

- 21.01 a) *The Board may assign to a Teacher the position of Acting Administrator (Principal/Vice-Principal) for a temporary period of time not to exceed the balance of the school year.*
- b) *On the tenth consecutive day of absence of both the Principal and the Vice Principal, an Acting Administrator will be assigned. Where it is known in advance that the Principal and Vice Principal will be absent for in excess of 10 consecutive days, the Board will endeavour to assign an Acting Administrator as soon as possible.*
- c) *Any extension of this period shall only be with the approval of the local unit of OECTA.*
- 21.02 *No Teacher shall be assigned the position of an Acting Administrator without his/her consent.*
- 21.03 *Acceptance by the Teacher of such a temporary position shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.*
- 21.04 *All other provisions of this collective agreement shall apply to the Teacher during such period of temporary assignment.*
- 21.05 *Any Teacher assigned such a position shall not participate in the evaluation of another member of this bargaining unit.*
- 21.06 *The Board agrees to replace any Teacher who accepts an Acting Administrator position for a temporary period as described in Article .01 above with an occasional Teacher to the extent necessary.*
- 21.07 *The Acting Administrator shall be paid an additional per diem amount of \$70 per day in the position.*

ARTICLE 22: JOB SHARING

- 22.01 *Upon mutual agreement between the Teachers involved, an application to enter into an agreement of job sharing, may be submitted to the Superintendent of Human Resources by April 30th. Such job sharing requests shall apply to situations which involve the same group of full-time students or the same job description.*
- 22.02 *Approval, at the discretion of the Director of Education, may be given, if conditions satisfactory to the Board are met.*
- 22.03 *if approval is given, ail necessary conditions required by the Ontario Teachers' Pension Plan Board shall be met in order to protect the status of the Teachers' positions within the Ontario Teachers' Pension Plan.*
- 22.04 *Teachers involved in a job sharing arrangement shall be paid according to the salary scale and method of payment provision on a pro-rated basis.*
- 22.05 *Teachers involved in a job sharing arrangement shall be entitled to benefits on a pro-rated basis.*
- 22.06 *A job sharing arrangement shall not exceed one year, without the written consent of the Superintendent of Human Resources by April 30th.*
- 22.07 *A Teacher returning from a job sharing arrangement shall, subject to staff reduction provisions, return to an equivalent teaching assignment which is within the same division or subject area and within the same geographic region held immediately prior to the commencement of the job sharing arrangement.*

ARTICLE 23: INFORMATION RE TEACHERS' SALARY

- 23.01** *The Board shall make available to each Teacher on or before October 31st a printout of the Teachers' qualifications, category placement, salary, benefits, allowances and experience and shall be duly signed by the appropriate Board officials.*
- 23.02** *The Board shall make available to the authorized OECTA representative(s) on request, the information as outlined in Article 23.01.*
- 23.03** *The Teacher shall verify the accuracy of the information and advise the Board in writing within 30 days of receipt of any inaccuracies. Failure to advise of any inaccuracies in a timely manner will deem the information to be correct.*

ARTICLE 24: METHOD OF PAYMENT OF SALARY

- 24.01 *The Teacher's annual salary is to be paid in twenty-six (26) equal payments commencing on the second Thursday following Labour Day in September and every alternate Thursday throughout the agreement year. Salary payments will be made by direct bank deposit into the Teacher's bank account.*
- 24.02 *Upon written request of a Teacher by February 1st of the school year, a Teacher shall have the option of collecting his/her July and August pay in one lump sum payable by June 30th of that year. OECTA shall designate a Teacher at each school who shall collect the necessary information in relation to Teachers who elect the lump sum payment and shall provide it to the Board.*
- 24.03 *Effective September 1,1998 the Board shall deduct from the pay of each Teacher who is within the scope of this agreement, equal installments for the fees established by OECTA. The Association shall advise the Board in writing of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-Laws of the Association. The Board shall remit the total amounts so deducted to OECTA within fourteen (14) working days of collection. OECTA agrees to indemnify and save harmless any action against the Board resulting from its compliance with this provision.*
- 24.04 *The Board shall deduct, from the pay of each Teacher, the College of Teachers' Fee in six (6) equal installments beginning with the first pay in September. Teachers who are on leave without pay shall be responsible for remitting his/her College of Teachers' Fee to the College of Teachers.*
- 24.05 *A Teacher is entitled to be paid his/her salary in the proportion that the sum of the total number of school days on which the Teacher performs his/her duties (or is paid pursuant to this Agreement) bears to the sum of the total number of school days in the school year.*

For purposes of calculating a day's salary under this agreement, the amount shall be equal to:

_____ 1 _____ X Teacher's salary

of school days in that school year

24.06 *Part-time Teachers' salary shall be pro-rated.*

ARTICLE 25: CATEGORY PLACEMENT

- 25.01 *The salary schedule shall be applied to all Teachers in the bargaining unit.*
- 25.02 *Category definitions governing the payment of basic salary are as stated in the Qualifications Evaluation Council of Ontario Program Four. It is the duty of all Teachers to obtain a Statement of the Evaluation on Programme Four from the Qualifications Evaluation Council of Ontario.*
- 25.03 *A Teacher who before the beginning of the school year has met the conditions required for certification of a higher category is entitled to an adjustment of salary as of September 1st of that year, provided that he/she informs the Superintendent of Human Resources or appropriate Board official in writing of receipt of proof of change by December 31st of that school year.*
- 25.04 *A Teacher, who before December 31st has met all the conditions required for a higher category, is entitled to an adjustment in salary as of January 1st, provided that he/she provides the Superintendent of Human Resources or appropriate Board official with receipt of proof of the change by April 30th of that school year.*
- 25.05 *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.*
- 25.06 *It shall be the prerogative of the Board to withhold the annual increments of the Teacher whose work is deemed to be unsatisfactory according to the Board's Teacher Evaluation Policy.*

ARTICLE 26: TEACHING EXPERIENCE

- 26.01 *Subject to the provisions below, all teaching experience gained after obtaining an Ontario Teacher's Certificate or equivalent as recognized by the College of Teachers shall be recognized by the Board.*
- 26.02 *For initial placement on the grid, teaching experience shall mean employment in the same class for a period of three (3) or more consecutive complete months in any given school year. Three (3) consecutive complete months constitute 0.3 of a year for experience purposes.*
- 26.03 *Any Teacher taking a pregnancy/parental leave from the Board shall accumulate teaching experience during the period of leave provided for under the Employment Standards Act.*
- 26.04 *A part-time Teacher shall be credited with experience for the year in the same proportion as his or her teaching time is to a full teaching year and experience shall be calculated in terms of full months. A fraction of a month shall be considered as a full month if over ten (70) teaching days.*
- 26.05 *in calculating total experience of part-time Teachers, all experience of one (1) month or more shall be added together. The resulting number of months divided by ten (10) will be calculated as years of experience.*

ARTICLE 27: SALARY SCHEDULE

- 27.01 i) a) ***Teachers employed by the District Board during the 1997/98 school year shall be placed on the grid applicable to the Geographic Region in which they taught in that school year in accordance with their category placement under Article 25 and their teaching experience as calculated in accordance with the applicable predecessor collective agreement.***
- b) ***Teachers hired for the 1998/1999 school year or later shall be placed on the grid applicable to the Geographic Region for which they were hired in accordance with their category placement under Article 25 and their teaching experience as calculated in accordance with Article 26.***
- ii) ***Thereafter, Teachers shall accumulate additional experience and categories in accordance with Article 26 (Teaching Experience) and Article 25 (category placement).***

27.02 a) *As of September 1, 1998, Elementary Teachers employed by the predecessor, Kent County Roman Catholic Separate School Board, and new Teachers hired for or after the 1998/1999 school year to teach in the Chatham-Kent Geographic Region shall be paid according to the following grid:*

| YRS EXP / CAT | | A1 | A2 | A3 | A4 | |
|------------------|----------|-----------------|-----------------|-----------------|-----------------|-----------------|
| I | 0 | I 26,660 | I 29,640 | I 31,450 | I 33,930 | I 35,960 |
| 1 | | 28,780 | 31,980 | 33,660 | 36,320 | 38,600 |
| 2 | | 30,700 | 34,110 | 35,890 | 38,710 | 41,220 |
| 3 | | 32,640 | 36,270 | 38,080 | 41,110 | 43,840 |
| 4 | | 34,570 | 38,410 | 40,300 | 43,490 | 46,450 |
| 5 | | 36,500 | 40,560 | 42,530 | 45,890 | 49,070 |
| 6 | | 38,410 | 42,680 | 44,730 | 48,290 | 51,680 |
| 7 | | 40,360 | 44,840 | 46,940 | 50,690 | 54,320 |
| 8 | | 42,270 | 46,970 | 49,160 | 53,100 | 56,940 |
| 9 | | 44,220 | 49,130 | 51,350 | 55,500 | 59,570 |
| 10 | | 46,130 | 51,260 | 53,560 | 57,900 | 62,200 |
| 11 | | | | 55,800 | 60,290 | 64,830 |

- b) *As of September 1, 1998 Elementary Teachers employed by the predecessor, Lambton County Roman Catholic Seperate School Board, and new Teachers hired for or after the 1998/1999 school year to teach in the Lambton County Geographic Region shall be paid according to the following grid:*

| YRS EXP / CAT | A0 | A1 | A2 | A3 | A4 |
|---------------|--------|--------|--------|--------|--------|
| 0 | 27,185 | 28,761 | 31,268 | 34,073 | 36,110 |
| 1 | 29,066 | 30,642 | 33,147 | 35,951 | 37,990 |
| 2 | 30,943 | 32,519 | 35,027 | 37,833 | 39,870 |
| 3 | 32,825 | 34,401 | 36,907 | 39,713 | 41,749 |
| 4 | 34,707 | 36,282 | 38,788 | 41,593 | 43,629 |
| 5 | 36,583 | 38,160 | 40,668 | 43,474 | 45,510 |
| 6 | 38,465 | 40,042 | 42,547 | 45,354 | 47,544 |
| 7 | 40,346 | 41,922 | 44,426 | 47,390 | 49,740 |
| 8 | 42,226 | 43,802 | 46,308 | 49,503 | 52,091 |
| 9 | 44,106 | 45,682 | 48,166 | 51,935 | 54,440 |
| 10 | 45,906 | 47,564 | 50,070 | 54,265 | 57,576 |
| 11 | 49,472 | 51,046 | 53,633 | 59,975 | 65,210 |

- c) *Within four weeks of ratification of this agreement the Board shall pay to each existing Teacher a lump sum payment equal to 1% of his/her grid placement salary, less appropriate deductions, with payment to part-time Teachers being prorated.*
- d) *Effective September 1, 1999 the Board shall pay to each existing Teacher a lump sum payment equal to 7% of his/her grid placement salary, less appropriate deductions, with payment to part-time Teachers being pro-rated.*

e) **Effective August 31, 2000 Elementary Teachers employed by the Board shall be paid according to the following grid:**

| YRS EXP / CAT | A0 | A1 | A2 | A3 | A4 |
|------------------|--------|--------|--------|--------|--------|
| 0 | 27,185 | 29,840 | 31,450 | 34,073 | 36,110 |
| 1 | 29,414 | 31,982 | 33,664 | 36,456 | 38,756 |
| 2 | 31,643 | 34,124 | 35,878 | 38,839 | 41,402 |
| 3 | 33,872 | 36,266 | 38,092 | 41,222 | 44,048 |
| 4 | 36,101 | 38,408 | 40,306 | 43,605 | 46,694 |
| 5 | 38,330 | 40,550 | 42,520 | 45,988 | 49,340 |
| 6 | 40,559 | 42,692 | 44,734 | 48,371 | 51,986 |
| 7 | 42,788 | 44,834 | 46,948 | 50,754 | 54,632 |
| 8 | 45,017 | 46,976 | 49,162 | 53,137 | 57,278 |
| 9 | 47,246 | 49,118 | 51,376 | 55,520 | 59,924 |
| 10 | 49,472 | 51,260 | 53,590 | 57,903 | 62,570 |
| 11 | | | 55,800 | 60,290 | 65,210 |

ARTICLE 28: PAY EQUITY

28.01 *The pay schedule under this agreement is deemed to be a gender neutral compensation schedule for the purposes of the Pay Equity Act.*

ARTICLE 29: EXTRA DEGREE ALLOWANCE

29.01 *Teachers who have obtained an extra degree which is not used for rating under QECO shall receive an annual allowance as follows:*

Masters Degree- \$500.00
Doctorate Degree- \$700.00

The annual degree allowance for any Teacher shall be limited to the dollar value of the highest degree attained.

ARTICLE 30: TRAVELLING ALLOWANCE

- 30.01 ***A Teacher shall be paid 30 cents per kilometre for the distance travelled between assignment locations, Such distances are to be determined by the Board.***
- 30.02 ***All Teachers shall keep a log and submit a record for monthly reimbursement.***
- 30.03 ***It is understood and agreed that Teachers using their personal cars on Board business shall maintain car insurance coverage in an amount not less than one million dollars for personal liability and public damage.***

ARTICLE 31: BENEFITS

- 31.01 ***Subject to .03 below, Teachers assigned primarily to the Chatham-Kent Geographic Region will have Article 9 of the Kent County Roman Catholic School Board Elementary Unit predecessor collective agreement apply and Teachers assigned primarily to the Lambton County Geographic Region will have Article 15 of the Lambton County Roman Catholic Separate School Board Elementary Unit predecessor collective agreement apply.***
- 31.02 ***For the purposes of .01 a Teacher will not be entitled to benefits in relation to both predecessor Boards in a school year.***
- 31.03 a) ***The parties agree that forthwith after the ratification of this agreement there shall be established a joint benefits committee comprised of three (3) representatives from the Board, the two local unit Presidents and a member of the bargaining unit who shall meet on a regular basis to carry out its mandate.***
- b) ***The purpose, functions and responsibilities of the committee include meeting in good faith to discuss and to create a joint recommendation for their respective Principals (ie. the Board and the members of the bargaining unit) which shall be presented at and subject to ratification at an open meeting no later than May 1, 1999 and to be implemented no later than September 1, 1999 and with such recommendation to include:***
- i) ***harmonization of benefits between the two geographic regions;***
- ii) ***means by which comparable or better benefits may be more effectively provided at the same or lesser current cost to the Board.***

- c) ***In carrying out its mandate under this Article the committee shall have access to reasonable resources and resource persons, including resources in relation to the flex benefits option.***

ARTICLE 32: CUMULATIVE SICK LEAVE

- 32.01 *On September 1, 1998, Teachers who were employed by a predecessor Board and the District Board for the 1997/98 school year shall carry forward their accumulated sick leave credits to the maximum provided for in the applicable predecessor collective agreement.*
- 32.02 *Except as otherwise provided in .07, .08 and .09, the Board shall, on the first school day of each school year, credit each Teacher employed by the Board at that time with 20 days sick leave.*
- 32.03 (i) *Each Teacher shall be entitled to accumulate sick leave credits to a maximum of 250 days.*
- (ii) *For the retirement gratuity under Article 33, maximum of 200 days shall apply for Teachers eligible for the gratuity.*
- 32.04 *By October 30th of each year, each Teacher on staff shall be provided with a statement of the number of sick leave credits accumulated to June 30th of that year.*
- 32.05 *All Teachers, after commencement of their duties each year, shall receive full pay for up to twenty (20) days of absence due to illness or injury during the school year. The Teacher's cumulative sick leave reserve will be drawn upon with full pay only to the extent that the number of days lost through illness or injury in any year exceeds twenty (20).*
- 32.06 *A Teacher transferring without interruption from another board, including a Catholic private school board, shall begin his/her service with his/her cumulative sick leave from the previous Board up to a maximum of 250, provided the Teacher provides appropriate supporting documentation.*

- 32.07** *In computing sick leave credits for a partial year, only full months of employment will be used. A full month of employment is one in which the Teacher teaches for at least ten (10) consecutive school days.*
- 32.08** *Teachers employed for a partial year and Teachers who on the first school day were off work, and in receipt of L. T. D. or WSIB benefits, or on a leave without pay, shall receive two (2) sick leave credits for each full month of employment. A full month of employment is one in which the Teacher teaches for at least ten (10) consecutive school days.*
- 32.09** *The number of sick days credited to a part-time Teacher for the year shall be in the same proportion as his or her teaching time is to a full teaching year.*
- 32.10** *Every period of absence is to be reported by all teaching personnel by notifying the person designated by the Board as soon as possible.*
- 32.11** *The Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner, for absences of three (3) consecutive school days or more due to sickness, physical and/or mental disability.*
- 32.12** *For absences greater than ten (10) or more consecutive school days, due to sickness, physical and/or mental disability, the Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner who is mutually agreed upon by the Board and OECTA. The Board may require a Teacher to sign a consent to release his/her medical information from his/her own physician or dental practitioner to the mutually agreed upon qualified medical or dental practitioner prior to the examination. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.*

- 32.13 *All Teachers who signify his/her willingness in writing may donate sick leave credits to any Teacher who through a prolonged illness has exceeded his/her sick leave credits. The maximum number of days which may be donated to any one Teacher in any school year is twenty (20). In order to be the recipient of the twenty (20) donated days a Teacher must be eligible for sick day credits in the current academic year and provide a supporting letter from a certified medical practitioner.*
- 32.14 *The Board may, at its discretion, continue to pay a Teacher who, through prolonged illness, has exceeded his/her twenty (20) day annual leave and the Teacher's entire accumulated sick leave plus the additional twenty (20) days of donated credits.*
- 32.15 *An interruption of employment with the District Board shall not negate any former accumulation of sick leave credits, provided there has been no intervening employment.*
- 32.16 *Should a Teacher totally exhaust his/her sick leave credits and be unable to return to work, the Board shall grant each Teacher one (1) medical leave of absence. Such leave shall be effective from the first day of expiration of sick leave credits and extend two years from this expiry date. if the Teacher does not return to work by the end of the two year leave of absence, the Teacher's employment with the District Board will be deemed to have been terminated. This medical leave of absence shall not be available to any Teacher, who at the request of the Board, has received a medical certificate according to .12 which is unfavourable to the Teacher.*

ARTICLE 33: RETIREMENT GRATUITY

33.01 *Teachers who were employed by a predecessor Board and the District Board during the 1997/98 school year and who were covered by an predecessor Collective Agreement shall continue to have the Retirement Gratuity provision in the collective agreement that applied to them prior to September 1, 1998, continue to apply, except that Article 9.06 of the Lambton predecessor agreement and Articles 71.08 and 17.02 of the Kent predecessor agreement shall not apply and is changed to read:*

'A Teacher shall be entitled to the retirement incentive provided the Teacher retires from the teaching profession on a pension under the provisions of the Teachers' Pension Act.'

33.02 *Teachers commencing employment with the District Board who were not employed with a predecessor Board and the District Board in the 1997/98 school year are entitled only to the following Retirement Fund:*

- a) *The Board shall pay into a fund \$400.00 per each completed school year for each Teacher who was hired after June 30, 1998 (pro-rated for part-time Teachers).*
- b) *A Teacher hired after June 30, 1998 with ten (10) or more consecutive years of service without intervening employment with the District Board who retires due to:*
 - i) *death*
 - ii) *permanent disability, or*
 - iii) *is eligible for and receiving superannuation or commuted value pension from the Teachers' Pension Plan Board shall receive an amount as follows:*

N - X *That Teacher's Fund*

200

N - is *the number of unused sick leave credit days at the time of retirement* not to *exceed 200*.

- c) *A Teacher shall not be entitled to more than 50% of his/her annual salary at the time of retirement.*
- d) *The allowance for retirement shall be paid in three equal annual installments commencing the first month of the calendar year following the retirement of the employee unless the Board and the recipient agree upon an alternative method of payment.*
- e) *in the event of the death of a retired Teacher receiving retirement fund payments, the unpaid balance will be paid to the deceased's estate.*

33.03 *The parties shall meet on a regular basis for the purposes of identifying the means and mechanisms by which the Retirement Fund described in .02 above can be applied to the Teachers hired pre-June 30, 1998 in lieu of the existing Retirement Gratuity entitlements.*

ARTICLE 34: WORKERS' SAFETY AND INSURANCE BENEFITS

- 34.01 ***Upon written consent from the Teacher, the Board shall provide OECTA with a copy of the Employer's Form 7 submitted to the WSIB.***
- 34.02 ***A Teacher is entitled to draw upon his/her accumulated sick leave credits to the extent necessary such that the Teacher does not suffer a net loss of earnings while being absent due to an illness or injury compensable under the WSIA.***
- 34.03 ***The Board will continue to pay its portion of benefits contributions for up to two years from the date of the compensable injury or illness if the Teacher continues to pay his/her contributions during the same period.***
- 34.04 ***Where a Teacher receives WSIB benefits as determined by the Workers' Safety and Insurance Board, such payments shall be directed to the Board until the Teacher exhausts his/her sick leave credits.***
- 34.05 ***Where appropriate, the Board, in consultation with OECTA and the injured Teacher, agrees to develop a return to work plan.***

ARTICLE 35: GENERAL LEAVE OF ABSENCE

- 35.01 ***A leave of absence without salary and benefits or sick leave credits may be granted by the Board upon the recommendation of the Director of Education.***
- 35.02 ***In the event that a Teacher notifies the Board that he/she wishes to return to teaching prior to the expiration of the leave of absence, the Teacher may return by mutual consent between the Teacher and the Board should a vacancy for which the Teacher is qualified occur prior to the expiration of the leave of absence.***
- 35.03 ***Teachers returning from a leave of absence are required to notify the Board in writing on or before November 15 to return on the first school day in January, and on or before March 15 to return for first school day in September. In the event a Teacher fails to notify the Board according to these specific dates, the Teacher may return only if a vacancy for which the Teacher is qualified exists, subject to the staff reduction provisions of the collective agreement.***
- 35.04 ***While on a leave of absence the Teacher shall be eligible to remain in the benefits group. The Teacher shall pay 700% of premium costs for the period of the leave granted in accordance with this Article.***
- 35.05 ***On return from the leave and subject to the staff reduction provisions, a Teacher will return to an equivalent teaching assignment which is within the same division or subject area that he/she held before the leave.***

ARTICLE 36: PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 36.01 *Pregnancy, parental and adoption leaves shall be in accordance with the Employment Standards Act. The current, relevant provisions of the Act are appended to this collective agreement. These provisions do not form a part of the collective agreement and are appended for informational purposes only.*
- 36.02 *Upon application from a Teacher on pregnancy or parental leave, the Board shall grant an extension to the leave of up to one (1) school year. The Board may, in its discretion, grant an extension beyond one (1) school year. The extended leave must terminate on the day immediately preceding the first day of school in January. The return date shall be clearly stated prior to the commencement of the leave. The Board shall notify the appropriate elementary Unit President of each such extension.*
- 36.03 *The Teacher shall be eligible to remain in the Benefits Group. The Teacher shall pay 100% of premium costs for the period of the leave in excess of 35 weeks.*
- 36.04 *A Teacher shall be granted a special leave without deduction from salary for one day for needs related to the birth/adoption of a child.*

ARTICLE 37: ABSENCE FROM DUTY

37.07 a) *An allowance of up to five (5) consecutive school days shall be allowed without loss of pay or sick leave credits to attend the funeral of a member of the immediate family of a Teacher.*

b) *The immediate family shall include the following members of either the Teacher, or the spouse of the Teacher, as follows:*

| | |
|---|-------------------------------|
| <i>Husband/Wife</i> | <i>Father/Mother/Guardian</i> |
| <i>Son/Daughter</i> | <i>Brother/Sister</i> |
| <i>Grandfather/Grandmother/Grandchild</i> | <i>Aunt/Uncle</i> |

37.02 *The Board shall grant leave of absence with no deduction in salary or sick leave credits for the following reasons and under the conditions stated:*

a) *For absence from duty in any case where, because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical officer of health from attending upon his/her duties.*

b) *For absence from duty when required to serve on a jury or when subpoenaed as witness in any proceedings to which the Teacher is not a party or one of the persons charged. The Teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses, that the Teacher receives as a juror or as a witness.*

37.03 *An allowance of up to three (3) consecutive school days without loss of pay or sick leave credits shall be granted for funerals of non-immediate members of the family of the Teacher or the spouse of the Teacher.*

37.04 *At the discretion of the Director, an allowance of up to three (3) consecutive school days without loss of pay or sick leave credits may be granted for the attendance at the funeral of a close friend.*

37.05 *A leave shall be granted without loss of pay or sick leave credits to a Teacher on the day of the anticipated birth of his/her child, or the day of the birth of a child, or the day of the adoption of a child.*

37.06.01 *At the discretion of the Director, an allowance of up to three (3) school days of leave per year without loss of pay or sick leave credits may be granted to a Teacher for personal reasons. Said reasons are to be stated clearly, in writing, to the Director.*

37.06.02 *The letter of application for absence from duty is to be signed by the Principal.*

37.06.03 *Emergency situations can be handled by a telephone call to the Director of Education with a follow-up letter setting out the reasons for the absence from duty.*

37.06.04 *The meaning of "Personal" reasons shall include:*

- (a) Receiving a degrees of honours.*
- (b) Writing examinations.*
- (c) Attending university or other convocation of a member of the immediate family.*

- (d) When required to register for courses at a university for professional development.*
- (e) Serious illness of a member of the immediate family.*
- (f) To attend the wedding of a member of the immediate family.*
- (g) To allow for acts of nature over which one has no control.*
- (h) A Teacher who is absent from teaching due to extenuating circumstances not covered above may be granted a special leave at the discretion of the Director.*

37.07 SPECIAL LEAVE

37.07.01 *A special leave of up to five (5) school days per year may be taken by a Teacher provided the days are not taken immediately before or after a school calendar holiday.*

37.07.02 *Special leave days each year shall be paid for by the Teachers at 170% of the supply Teacher daily rate.*

37.07.03 *Suitable arrangements shall be made in consultation with the school principal.*

37.07.04 *The special leave is separate from other leave and personal leave days as outlined in this agreement.*

ARTICLE 38: EDUCATION LEAVE

- 38.01** *The Board reserves the right to suspend educational leaves during any year when in its opinion the granting of leave would not be in the best interests of school administration and operation.*
- 38.02** *Applications must be in writing to the Director of Education on or before December 31st prior to the year for which leave is requested.*
- 38.03** *A request for leave shall have the approval of the Director of Education and a suitable replacement must be available. Board approval shall be based solely on the merits of each application.*
- 38.04** *Nothing in this Article shall restrict the Board from sending any person on staff to pursue investigation or further study in a specialized field on terms decided by the Board and with the consent of the person involved.*
- 38.05** *To be eligible, an applicant must have a minimum of ten (10) years successful teaching experience. However, this period may be lessened if it is felt that special circumstances warrant special consideration.*
- 38.06** *A Teacher must give commitment in writing on a form approved by the Board to continue in the employ of the board for at least three (3) years after the Sabbatical Leave year.*
- 38.07** *A Teacher shall submit to the Board a written report on the year's study and related activity.*
- 38.08** *Sabbatical salary shall be 75% of the salary the Teacher would ordinarily receive in accordance with this agreement for the year in which leave is granted. The Teacher on leave will receive normal salary increments for the year.*

- 38.09** *Should the Teacher's employment with the Board be terminated prior to the three (3) years referred to in .06, the monies advanced by the Board shall be repaid on a pro-rated basis over a period not to exceed three (3) years. The Board may waive this clause if such a Teacher is offered and accepts a position with the Ministry of Education and Training for Ontario.*
- 38.10** *The Sabbatical Leave Plan shall be distinct from and exist independently of the Cumulative Sick Leave Plan.*

ARTICLE 39: DEFERRED SALARY LEAVE PLAN

39.01 **Qualifications:** *Any Teacher having three (3) years seniority with the Board is eligible to participate in the Plan.*

39.02 **Application:**

- a) *A Teacher must make written application to the Director of Education on or before January 31st requesting permission to participate in the Plan.*
- b) *Written acceptance or denial of the Teacher's request, with explanation, will be forwarded to the Teacher by May 1st in the school year the original request is made.*
- c) *Approval of individual requests to participate in the Plan shall rest solely with the Board.*
- d) *Criteria for acceptance will be based on: i) earliest applications and ii) seniority.*

39.03 **Leave of Absence and Payment Formula:**

- a) *Subject to approval of Revenue Canada, the number of years over which the Teacher's salary is to be deferred shall be negotiated between the Teacher and the Director.*
- b) *in each year of the Plan, preceding the year of the leave, a Teacher shall be paid an equally reduced percentage of his/her proper grid salary and applicable allowances. The remaining percentage of annual salary shall be deferred and this accumulated amount plus any interest earned shall be retained for the Teacher by the Board to finance the year of leave.*

- c) *Deductions will be made each pay period and remitted once a month to a current Board bank account set up separately for each Teacher. The funds in this account will be held in trust by the Board for each contributor at the bank where the board normally does business. if requested in writing, a detailed accounting of ail monies held in trust by the Board shall be provided to the Teacher in September of each year that the Teacher is involved in the Plan.*

- d) *interest shall be credited to the account monthly, using the Minimum Lending Rate less a specified percentage established by the bank on the first banking day of each month. The interest rate will be applied to the average monthly balance in the account. in the year of the leave, one third of the accumulated savings including interest in the current account shall be paid to the Teacher by September 15th and the balance by January 15th. less any payroll deductions.*

39.04 Employee Benefits:

- a) *While a Teacher is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.*

- b) *A Teacher's employee benefits will be maintained by the Board during his/her leave of absence: however, the premium costs of all benefits shall be paid by the Teacher during the year of the leave.*

- c) *While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.*

39.05 Terms of Reference:

- a) ***On return from leave and subject to the staff reduction provisions, a Teacher will return to an equivalent teaching assignment which is within the same division or subject area and within the geographic region prior to the commencement of the deferred salary leave.***
- b) ***Sick leave credits will not accumulate during the year spent on leave.***
- c) ***Experience for purposes of salary increment will not accumulate for the purpose of the leave.***
- d) ***No one will be granted leave under this Plan who has been on educational leave and has not fulfilled all the requirements of his/her previous leave.***
- e)
 - i) ***Teachers declared redundant must withdraw from the Plan.***
 - ii) ***In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.***
- f) ***Pension deductions are to be deducted during the year of leave, as provided by the Ontario Teacher Pension Plan Board.***
- g) ***Statutory deductions required by Revenue Canada shall be deducted during the year of leave.***
- h) ***Should a Teacher die while in the Plan, any monies accumulated plus interest accrued at the time of death will be paid to the Teacher's estate.***

39.06 Withdrawal:

- Part A:** *A Teacher may withdraw from the Plan prior to taking his/her leave of absence, providing he/she forwards a written notice to the Director of Education, but he/she may not withdraw from the Plan after December 30th of the year preceding his/her leave.*
- Part B:** *A Teacher who resigns from the Board's employ, is dismissed, or otherwise ceases to be employed by the Board prior to the commencement of his/her leave, shall be deemed to have withdrawn from the Plan.*
- Part C:** *Upon withdrawal in accordance with "A" and "B" above, all monies accumulated in the above mentioned savings accounts shall be repaid to the Teacher within thirty (30) days of notification of withdrawal, subject to the statutory deductions required from time to time by the regulations set by Revenue Canada.*

ARTICLE 40: ASSOCIATION BUSINESS

- 40.01** *The President(s) of the local Union(s) of OECTA shall be granted relief from teaching duties per year without deduction of salary or sick leave credits or teaching experience for the purpose of attending to business pertaining to the local Unit(s). The amount of relief shall be in accordance with the provisions of the OECTA handbook or as mutually arranged by the local Unit Executive(s) and the Board. Any teaching schedule for the President(s) shall be approved by the Director of Education. The local Unit(s) of OECTA shall reimburse the Board the proportion of the salary and benefits of the President(s) equivalent to the President's relief time or as mutually arranged by the local Unit Executive(s) and the Board. All salary and benefits shall be paid by the Board to the President(s) during the period of leave in a manner consistent with the collective agreement. The President(s) shall be granted preparation, planning and evaluation time in the same proportion as the teaching time of the President(s).*
- 40.02** *The Treasurer(s) of the local Unit(s) of OECTA shall be granted up to five(5) teaching days absence per year at the discretion of the Director without deduction of salary or sick leave credits for the purpose of attending to the business pertaining to the local Unit(s). The local Unit(s) shall reimburse the Board an amount equal to the cost of a substitute Teacher for these days.*
- 40.03** *The Chairperson and the Chief Negotiator of the Local Collective Bargaining Committee shall each be granted up to five (5) teaching days absence per year without deduction of salary or sick leave credits for the purpose of attending to business pertaining to negotiations. The local Unit(s) of OECTA shall reimburse the Board an amount equal to the cost of a substitute Teacher for these days.*

40.04 *Upon the mutual agreement of the Board and the local Unit(s) of OECTA, other Teachers may be relieved of their teaching duties to carry out Provincial Teacher Association duties. Any costs incurred by the board shall be the responsibility of OECTA.*

40.05 *Association Representative:*

- a) *The Board recognizes the appointment of one Association representative at each school and/or Board site.*
- b) *Upon the request of the Teacher, the Association Representative at the school, if available, will be released from assigned duties without loss of benefits or pay, for the purposes of attending a meeting with the Teacher and a Principal, Vice-Principal or other Board official.*

40.06 *All rebates of premiums to which Teachers are entitled under the provisions of Section 64(4) of the Employment Insurance Act are to be turned over to the appropriate local OECTA Unit.*

ARTICLE 41: ADMINISTRATION OF MEDICAL AND PHYSICAL PROCEDURES

- 41.01** *No Teacher shall be required to do any medical or 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. A Teacher shall respond to a medical emergency situation involving a student(s) in a responsible manner.*
- 41.02** *The Board shall, through existing or supplementary insurance coverage, adequately insure Teachers against claims arising from the administration of medication through Board policy, or board directives, for those Teachers who in an emergency must deal with medical procedures.*

ARTICLE 42: LUNCH BREAK AND SUPERVISION

42.01 *The Board shall provide a 40 minute uninterrupted lunch break for all elementary school Teachers. The lunch break shall be provided through the hiring of at least one lunch supervisor per school. This does not imply that Teachers will be exempt from noon hour supervision. This process shall be administered by the Principals following guidelines provided by Administration.*

ARTICLE 43: SUPERVISION DUTIES

43.01 *The Board shall ensure that all supervision duties will be assigned in an equitable manner amongst the Teachers at a school*

ARTICLE 44: PROVISION OF AN OCCASIONAL TEACHER

44.01 *Whenever practicable, an occasional Teacher will be provided on the first day of absence for classroom Teachers and itinerant Teachers.*

ARTICLE 45: SUMMER SCHOOL AND CONTINUING EDUCATION

- 45.01** *A Continuing Education Teacher shall mean an individual who is engaged in the teaching of a course or courses which is/are eligible for credit towards an Ontario Secondary School Diploma for which Continuing Education grants are received.*
- 45.02** *A Continuing Education course shall mean a credit course developed from Ministry of Education guidelines or approved by the Ministry of Education which has been scheduled for the number of hours prescribed by the Ministry of Education.*
- 45.03** *Openings in Continuing Education will be posted in the Elementary Unit for a period of not less than three (3) school days prior to interviewing and hiring.*
- 45.04** *Teachers of Continuing Education shall be qualified according to the terms of the agreement. If there are no qualified applicants the Board may hire the applicant of its choice.*
- 45.05** *The Board shall pay to the Continuing Education Teacher for each hour of instruction in a credit course the following rate of pay: \$33.00.*
- In the event the instructor appointed for the in-class component of Driver's Education is a qualified Teacher, he/she shall be paid according to this Article as a Continuing Education Teacher. The rates of pay shall include Vacation and Holiday pay.*
- 45.06** *The Board and Teachers agree that the employment of the Continuing Education Teacher in the Continuing Education program is deemed to be terminated upon the completion of the course which the Teacher was employed to teach or the date of the cancellation of the course which the Teacher was employed to teach.*

- 45.07 ***If a Continuing Education course which a Continuing Education Teacher was employed to teach is cancelled on or after the first scheduled session of the course, the Board shall pay to such Teacher a sum equal to four (4) hours of pay according to this Article. This amount will be in addition to any hourly rate earned by the Teacher for the course prior to its cancellation.***
- 45.08 ***A Continuing Education Teacher shall not be paid while absent from duties.***
- 45.09 ***Other than as set out in Article 44.10, the terms and conditions of this Collective Agreement shall not be applicable to Continuing Education Teachers.***
- 45.10 ***Notwithstanding, the grievance and arbitration procedures as set out in this Collective Agreement shall apply to Continuing Education Teachers with respect to the terms and conditions of employment set out in this Article only.***
- 45.11 ***Teachers of Continuing Education who are teaching credit courses in accordance with Articles 44.01 and 44.02 must be members of OECTA. The applicable Ontario Teachers' Federation fees will be deducted on an equal basis from each pay and subsequently remitted to the provincial office of OECTA.***
- 45.12 ***Any applicable Teacher&Pension Plan fees shall be deducted on an equal basis from each pay.***


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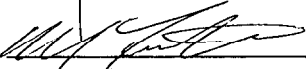
ARTICLE 46: DURATION


46.01 *This collective agreement becomes effective on September 1, 1998 and shall remain in effect until August 31, 2000 and from year to year thereafter unless notice is given by either party pursuant to Section 59 of the Labour Relations Act.*

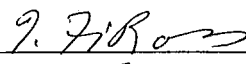
46.02 *Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either party may notify the other within the period of 180 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement.*

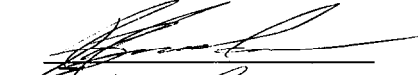
Signed this _____ day of _____, 1998.




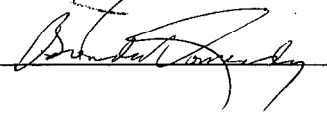












For OECTA

For the Board

LETTER OF UNDERSTANDING
RE: CLASS SIZE, INSTRUCTIONAL TIME,
PREPARATION TIME, LAYOFFS AND SCHOOL YEAR

This letter of Understanding shall expire on August 30, 2000

1. *The Board agrees that during the 1998/1999 and 1999/2000 school years no Teacher employed by the Board during the 1997/1998 school year shall be laid off.*
2. *The Board agrees to comply with the class size provisions of the Education Act and the Regulation thereto, which provisions include, in part, that the Board shall ensure that the average size of its elementary school classes, in the aggregate, does not exceed 25 pupils. The Board agrees to notify OECTA in advance of seeking any approval to exceed the above noted ratio.*
3. *The Board shall ensure, that in the aggregate, its classroom Teachers in elementary schools are assigned to provide instruction to pupils, exclusive of recesses, lunches, and intervals between classes, for an average of 1350 minutes (during the instructional program) for each period of five instructional days during the school year with a minimum of 150 minutes preparation time during that same period. Additionally, one of the P.D. days as designated by the Board shall be used for preparation time in the school.*
4. *The Board agrees that for the 1998/1999 and 1999/2000 school years, the length of the school year shall not exceed 194 school days, except as may be legislated or regulated by the Government.*

