

York OECTA Collective Agreement 1998 - 2000

COLLECTIVE AGREEMENT

between

THE YORK CATHOLIC DISTRICT SCHOOL BOARD

and

THE YORK UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

for

The School Years

1998 - 2000

* This collective agreement implements the award of
L.W. Houlden Q.C. made on January 25, 1999
in accordance with the *Back to School Act, 1998*

COLLECTIVE AGREEMENT

PREAMBLE

Whereas the Teachers and the Board share common Christian values pertaining to the exercise of their responsibilities towards God and their neighbour;

Whereas it is the common goal of the Board and the teachers to provide the Catholic students of this Region with the best possible educational program in accordance with Board policy;

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

It is the desire of the Board and the Teachers to set forth in this Agreement the salaries, the allowances, and certain of the conditions of employment which govern the Teachers.

ARTICLE I - ABBREVIATIONS

- 1.01 The York Catholic District School Board shall be referred to as "The Board".
- 1.02 This agreement shall apply to all teachers as defined in Part X.I of the *Education Act*, that are employed by the York Catholic District School Board to teach but does not apply to instructors such as International Languages and Occasional Teachers. The teachers to which this agreement applies who are members of the Local Bargaining Units of O.E.C.T.A. shall be referred to as "The Teachers".
- 1.03 The Teachers' Qualifications Evaluation Council of Ontario shall be referred to as "Q.E.C.O.".
- 1.04 The Ontario English Catholic Teachers' Association shall be referred to as "O.E.C.T.A."

ARTICLE II - RECOGNITION

- 2.00 The provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic separate school boards under the BNA Act 1867.
- 2.01 The Board recognizes O.E.C.T.A. as the exclusive bargaining agent of all teachers employed by the Board in accordance with Article 1.02 and recognizes that O.E.C.T.A. Provincial has empowered the Local Bargaining Units to act as its agent. Hereinafter the Local Bargaining Units shall be referred to as "The Unit".
- 2.02 The terms of this Agreement are subject to the provisions of the *Ontario Labour Relations Act*, S.O., 1995, c.1, sch.A.
- 2.03 (a) Effective September 1, 1998, the Board shall deduct annual dues in amount directed by O.E.C.T.A. in equal amounts over twenty pay periods commencing September 1 and ending June 30 in each school year. The deducted dues shall be forwarded to the General Secretary of O.E.C.T.A. or by electronic transfer to a bank determined by the Association within thirty (30) days of the dues being deducted.
- 2.03 (b) The payment to O.E.C.T.A. shall be accompanied by a list entitled "Dues Submission". The list will include the names, annual salary and dues deducted to date and in the pay period. The Board shall provide the information in electronic form.
- 2.03 (c) Prior to June 30 the Executive of O.E.C.T.A. shall notify the Board of the appropriate levy to be deducted during the immediately following school year. If no such notification is given prior to June 30, it shall be assumed that the amount of the levy previously being deducted by the Board is to remain in force during the immediately following school year. Such levy shall be determined as a percentage of gross salary and be deducted from each pay and forwarded to the Unit within 30 calendar days of the deduction. The Unit and O.E.C.T.A. Agrees to indemnify the Board against any claims that may be made against it as a result of the Board making such deduction(s).
- 2.03 (d) The payment shall be accompanied by a list entitled "Levy Submission". The list will include the names, annual salary and dues deducted to date and in the pay period. The Board shall provide the information in electronic form.
- 2.04 (i) The Board shall provide the Unit by the last day of February, with the computer printouts entitled "Total Teacher Placement and Total Teacher Salary as of January 31st of the current year".
- 2.04 (ii) In order to facilitate the negotiating process, each party shall furnish the other with any data/information requested pertaining to the positions tabled by said party.
- 2.04 (iii) The Board will provide "unaudited" copies of the TCH8 form as of

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September 30, January 31, March 31 and June 30th to the authorized teacher representatives. These forms will be provided within a reasonable period of time following receipt of said forms from the schools. The Board does not accept any responsibility for the accuracy of these "unaudited" copies of the TCH8.

Any audited versions (as per dates specified above) will be forwarded when available.

- 2.05 Board services and facilities may be used for association activities as approved by the Director of Education. Subject to Article 10.14 hereof, O.E.C.T.A. activities shall be conducted outside the normal school day. This clause shall not be construed to prevent the communication of information concerning O.E.C.T.A. matters in break periods during the normal school day.

ARTICLE IIA - RIGHTS OF THE PARTIES

- 2A.00 Subject to 2B.00, no teacher shall be disciplined or discharged without just cause. This clause is not applicable where the Board's action is for denominational reasons.
- 2A.01 (a) When the Board or its agents take disciplinary action against a Teacher, the Teacher shall be informed in writing of the reasons for the taking of such action.
- 2A.01 (b) If the Teacher who has been disciplined is not in attendance at the Teacher's place of work, the Board's obligation to provide written reasons may be fulfilled by sending such written reasons by registered mail addressed to the Teacher's last known address on record with the Board.
- 2A.02 Save and except to the extent modified or limited by any provision of this Agreement, the right to manage the business of the Board and its schools is vested solely and exclusively, without limitations, in the Board and its agents.
- 2A.03 The maximum number of school days in any school year shall not exceed 195 days. The Board will consult the Branch Affiliates with regards to both the number and the distribution of Instructional and Professional Development Days.

If the Board is authorized to, and does, commence a school year the week prior to September 1 of any given year the number of school days shall still not exceed 195 days. Annual salary and allowances (if applicable) shall be based on the salary grid for the forthcoming school year. It is understood that the school year commences either on the first day that the pupils are required to attend or on the day that is declared by the Board to be a Professional Development Day.

ARTICLE IIB - GRIEVANCE AND ARBITRATION PROCEDURE

- 2B.00 There will be a lesser standard for discharge of a probationary teacher. That standard is that it is not done in an arbitrary, discriminatory or bad faith fashion and is not patently unreasonable having regard to the legitimate requirements and expectations relating to the position of a teacher with the Board.
- 2B.01 (a) A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of this Agreement.
- 2B.01 (b) No teacher shall be subjected to intimidation, reprisals or discrimination because of involvement in a grievance.
- 2B.01 (c) Throughout each step of the grievance procedure, timeliness is of the essence. The time limits may be extended by the written consent of the parties.
- 2B.01 (d) If a meeting is held between the teacher(s) and the school board representative(s), the teacher(s) shall have the right to be accompanied by a member of the teacher(s) Affiliates.
- 2B.01 (e) In order that all grievances may be settled as fairly and as promptly as possible the following procedure shall be adhered to:

Step One

- 2B.01 (f) Every teacher, accompanied or not by the Unit representative of choice may, if so desired, try to solve the matter at the level at which it has arisen. The teacher shall have fifteen working days from becoming aware of a difference arising out of the interpretation, application, administration or alleged violation of this agreement to make known and attempt to solve the matter at the level at which it has arisen.
If necessary, the Unit representative shall be released from teaching duties for the time required to meet with the appropriate school board representative. The teacher shall be provided a response in writing within five (5) school days of the meeting.

Step Two

2B.02

- (a) If the matter is not to be considered as settled on the basis of the response provided in Step One the teacher shall refer the matter to the Unit Executive.

A grievance may then be referred in writing to the Employee Relations Officer (E.R.O.). The written statement of the grievance shall contain a brief statement of the problem, the articles or clauses violated and the redress sought.

The grievance must be referred to the E.R.O. within sixty (60) school days of the written response in Step One.

2B.02

- (b) Within ten (10) school days of receipt of the grievance, a meeting shall occur which is mutually acceptable to the appropriate representatives of the parties.

2B.02

- (c) The E.R.O. shall provide the written response to the Unit Executive within five (5) school days of the meeting date.

Step Three

2B.03

- (a) If the grievance is not to be considered as settled on the basis of the answer provided in Step Two (b), the School Board must be notified by the local executive within five (5) school days of receipt of the Step Two answer, that the Unit Executive wishes to refer the grievance to a Board of Arbitration and shall indicate the name of its appointee to the Board of Arbitration.

2B.03

- (b) Within five (5) school days of receipt of the above- mentioned notification, the E.R.O. shall notify the Unit Executive of its appointee.

2B.03

- (c) If either party to this Agreement fails to name an appointee or if both appointees fail to select an impartial chairperson within ten (10) school days, the appointment shall be made by the Minister of Labour upon the written request of either party.

2B.03

- (d) The decision of a majority of the Arbitration Board is the final and binding decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs. The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

2B.03

- (e) Each party shall pay:
- (i) the fees and expenses of its own appointee; and
 - (ii) one-half the fees and expenses of the chairperson.

EXECUTIVE GRIEVANCE

- 2B.04 If either of the parties to this Agreement consider that this Agreement is being misinterpreted or violated in any respect by the other party, the matter will be put in the form of an executive grievance and discussed between representatives of the local Affiliate and the E.R.O. within ten (10) school days of notification by the other party. If the matter is not settled in writing within ten (10) school days of such discussions, either party may refer the matter to arbitration in accordance with Step Three of the grievance procedure. The notice to the Education Relations Commission shall contain the complete grievance and the redress sought. It shall list those clauses alleged to have been violated.
- 2B.05 (a) Notwithstanding Article 2B.03 above, the local executive or the E.R.O., may, in the notice given to the other party pursuant to Article 2B.03(a) referring any grievance to arbitration, propose that such arbitration be dealt with by a single arbitrator. The other party shall within five (5) school days of receipt of such notice reply in writing stating whether arbitration by a single arbitrator is acceptable.
- 2B.05 (b) If, in the reply referred to in (a), the other party states that arbitration by a single arbitrator is acceptable, the parties shall endeavour to agree upon the selection of a single arbitrator. If the parties fail to select a single arbitrator within ten (10) school days, the appointment shall be made by the Minister of Labour upon the written request of either party.
- 2B.05 (c) A single arbitrator shall have all the powers of a Board of Arbitrators as provided in this Agreement, and the provisions herein with respect to such a board shall apply to a single arbitrator, with the necessary changes being made.
- 2B.05 (d) If, in the reply referred to in (a), the other party states that arbitration by a single arbitrator is not acceptable, then in such reply such other party shall name its appointee to the Board of Arbitration which is to arbitrate the matter. Thereafter the parties shall proceed with the matter in accordance with this Agreement as if it had been submitted originally for arbitration by a Board of Arbitration pursuant to Article 2B.03(a).

SUMMARY ARBITRATION:

- 2B.06 (a) Any matter, excluding those related to Articles 2.01, 2A.00, 2B.00 and 7.08, may by mutual consent of the Unit and the School Board be referred to summary arbitration.
- 2B.06 (b) A notice signed jointly by the authorized representatives of the parties attesting to such agreement shall be sent to the Minister of Labour along with the notice of arbitration.
- 2B.06 (c) Any grievance referred to summary arbitration shall be heard by a single

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arbitrator.

- 2B.06 (d) The arbitrator must hear the grievance expeditiously and render the decision at the earliest possible date.
- 2B.06 (e) The parties request that the arbitrator hear the grievance on its merits before rendering a decision on a preliminary objection unless the arbitrator can settle the objection at that moment. In this case, the arbitrator shall subsequently base the decision on the objection.
- 2B.06 (f) The arbitrator's decision must contain a brief description of the dispute and a summary of the reasons supporting its conclusion. This decision may not be cited or used by anyone as regards to the arbitration of any other grievance unless this grievance is related to an identical dispute between the same board and the same Unit Executive and deals with the same facts and clauses.

ARTICLE III - CATEGORIES

- 3.00 Subject to the other provisions of this Article III:
- 3.01 (a) (i) Teachers commencing employment with the Board on or after September 1, 1990 shall have their category placement determined by Q.E.C.O. Programme 4; and
- 3.01 (a) (ii) Teachers already in the employ of the Board on September 1, 1990 may stay on Q.E.C.O. Programme 3 or may opt to have their category placement from and after that date determined by Q.E.C.O. Programme
- 4.
- 3.02 Teachers are required to file copies of all qualifications and experience with the Board which are to be used for category placement for salary purposes. New Teachers hired shall be paid according to the qualifications filed and declared by the Teacher in writing at the time of accepting the position.
- 3.03 Interim Certificates of Qualification, Certificates of Qualification (Limited) or (Restricted) or (Limited, Restricted) shall be equated to Category A1 until such time as they are evaluated under Q.E.C.O.
- 3.04 Any qualifications not evaluated herein shall be appraised by the Director and placed at the appropriate level. The Unit will be informed of all placements on a regular basis.
- 3.05 A Teacher who during the school year confirms successful completion before the beginning of that school year of a condition for a higher salary is entitled to a salary adjustment retroactively to September the first of that year provided that the teacher has presented the Q.E.C.O. evaluation and/or the statement of experience to Administration by January 15th of the same school year.
- 3.06 Where a teacher is hired by the Board after September 1st in any one year and the Teacher does not have a Q.E.C.O. rating, the Teacher will be paid on the level as agreed by the Director. Retroactive pay adjustment will be made if the Q.E.C.O. Rating is received by the Board by the fifteenth (15th) day of the fifth (5th) month from the date of hiring.

ARTICLE IV - COMMUNICATIONS

- 4.01 Except as specifically provided elsewhere in this Agreement, all correspondence between the Board and the Unit arising out of this Agreement, or incidental thereto, shall pass between the offices of the Unit and the office of the Human Resources department or designate.

ARTICLE V - NON-FIXED SALARIES

- 5.01 Salaries for all teacher positions of responsibility not fixed by the terms of this Agreement are to be established by agreement of the Board and the elected Executive Officers of the Unit through the appropriate President. Failing such agreement, this matter shall be determined by arbitration under Article 2B.03 or Article 2B.04 hereof, as the case may be.
- 5.02 Where the Board directs a Teacher to take a course or attend an in-service conference, the Board shall pay the tuition or registration fees, as the case may be. Where such course or conference is held outside the City of Toronto or the Regional Municipality of York, the Board shall defray the legitimate expenses incurred by the Teacher in accordance with Board policy.

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ARTICLE VI - TEACHER GRIDS

PART II - SALARY

6.01 EFFECTIVE SEPTEMBER 1, 1998 TO AUGUST 31, 2000

YR	A0	A1	A2	A3	A4
0	27,959	31,587	32,642	35,529	37,210
1	30,075	33,794	35,081	38,204	40,157
2	32,001	36,001	37,518	40,879	43,104
3	33,917	38,208	39,954	43,555	46,050
4	35,830	40,418	42,391	46,230	48,996
5	37,732	42,625	44,829	48,904	51,943
6	39,832	44,832	47,265	51,580	54,890
7	42,039	47,039	49,702	54,256	57,836
8	44,247	49,247	52,140	56,930	60,782
9	46,453	51,453	54,575	59,605	63,729
10	48,663	53,663	57,014	62,279	66,673

METHOD OF PAYMENT

6.02 (a) Teachers employed for the full school year:

Twenty six (26) payments will be made during a twelve month period commencing on the first Thursday of the school year and bi weekly thereafter. This to commence for the 1998 - 1999 school year. Teachers leaving the employ of the Board shall be paid any salary owed on the effective date of termination if it occurs during the school year or at June 30th in the case of a retirement or resignation taking effect at the end of the school year.

6.02 (a) (i) Commencing the 1999 - 2000 school year, salary shall be paid every two weeks. The amount of pay per two week period shall be as follows:

September - June each pay is 3.8%
July - August each pay is 3.27%

In addition, the last pay in December shall be an additional 2.22% of salary.

6.02 (a) (ii) The salary shall be deposited at the electronic network bank branch of the teacher's choice.

6.02 (b) Teachers employed for part of a school year:

The Unit and the York Catholic District School Board agree to the following:

The gross salary for teachers employed for part of a school year will be calculated on a per diem rate of 1/195 of gross salary in accordance with Article III, VI, VII.

The following mechanism shall be used:

1) A teacher who commences work after the first scheduled day of the school year, but prior to December 30th of that year, shall receive all on grid salaries as per schedule outlined in the Collective Agreement minus the number of days not worked to be deducted from the first scheduled payment as per the following formula:

$\text{Gross Salary: } \frac{A}{195} \times \text{Gross Salary} = \text{Salary}$ <p style="text-align: center;">A = the number of days not worked</p>

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- 2) A teacher who commences work after December 30th of the school year, but prior to June 30th of that school year, shall receive all on grid salaries as per the schedule outlined in the Collective Agreement minus the number of days not worked to be deducted from the last scheduled payment as per the following formula:

$$\text{Gross Salary: } \frac{A}{(195)} \times \text{Gross Salary} = \text{Salary}$$

A = the number of days not worked

- 3) In the event that a Teacher leaves the employ of the Board prior to the end of the school year, the Teacher shall receive all on grid salaries as per schedule outlined in the Collective Agreement and the last payment shall reflect the total payment based on the following formula:

$$\frac{B}{(195)} \times \text{Gross Salary} = \text{Salary}$$

B = number of days worked

- 4) The teacher shall be informed in writing at the time of hiring of the per diem rate and calculations of payment. A copy of this information will be forwarded to the Unit with the written consent of the teacher, in accordance with the Freedom of Information and Privacy Protection Act.

NOTE: If in any school year, the number of school days is less than the divisor (195) then, that number shall be used as the divisor for that school year as per the Education Act Article 231.

- 6.02 (c) The parties agree that Teachers going on a leave of absence will:
- 1) Stay on the salary grid 6.01 (a) .. no adjusted grids
 - 2) Receive the same % for each pay period as prescribed in 6.02 (a).

- 3) Notwithstanding the above, the last payment shall reflect the total payment

$$\frac{(\text{Number of days worked}) \times \text{the Yearly Salary}}{195}$$

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- 4) The teacher shall be informed in writing, prior to the leave, of the per diem rate and calculations of payment at the time of leave notification. A copy of this information will be forwarded to the Unit with the written consent of the teacher, in accordance with the Freedom of Information and Privacy Protection Act.

NOTE: If in any school year, the number of school days is less than the divisor (195) then, that number shall be used as the divisor for that school year as per the Education Act Article 231.

Salary Reduction:

- 6.03 By virtue of this Agreement there will be no automatic reduction of any salary without the consent of both parties, except in regard to positions of responsibility.

ARTICLE VII - POSITIONS OF RESPONSIBILITY

PRINCIPALS

7.01 EFFECTIVE SEPTEMBER 1, 1996 TO AUGUST 31, 1998
PRINCIPAL SALARY GRIDS - ELEMENTARY

YEAR	SEPT 1/96-AUG 31/98
0	78080
1	79561
2	81042
3	82523
4	84004

7.02 PRINCIPAL SALARY GRIDS - SECONDARY

YEAR	SEPT 1/96-AUG 31/98
0	80906
1	82388
2	83870
3	85350
4	86833

7.03 VICE-PRINCIPALS

7.03 EFFECTIVE SEPTEMBER 1, 1996 TO AUGUST 31, 1998

7.03(a) VICE PRINCIPAL SALARY GRIDS - ELEMENTARY

YEAR	SEPT 1/96-AUG 31/98
0	71643
1	72434
2	73224

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7.03(b) VICE PRINCIPAL SALARY GRIDS - SECONDARY

YEAR	SEPT 1/96-AUG 31/98
0	73653
1	74443
2	75236

7.04 RESPONSIBILITY ALLOWANCE

7.04 (a) EFFECTIVE SEPTEMBER 1,1998 TO AUGUST 31, 2000

RESPONSIBILITY ALLOWANCE	SEPT 1/98 TO AUG 31/2000
DEAN/HEAD.....YEAR 1	3,940
.....YEAR 2	4,253
.....YEAR 3	4,563
MINOR DEAN/MINOR HEAD	2,626
ASSISTANT DEAN/ASSISTANT HEAD	1,971
CO-ORDINATOR	6,891
SUPERVISOR	6,070
CONSULTANT	5,251
SPECIAL PROGRAMS TEACHER	3,610
PROGRAM RESOURCE TEACHER	3,610
DIVISIONAL PROGRAMS TEACHER	1,560
COMMUNITY SERVICE OFFICER	4,595
PRINCIPAL DESIGNATE	500
DIVISIONAL CHAIR	1,000
LIMITED ASSIGNMENT	1/200

7.04 (b) A teacher appointed to a position of responsibility in an acting capacity shall be paid the responsibility allowance attributable to that position of responsibility for the period of time such teacher holds the said position.

7.05 (a) Where the Board eliminates a position of responsibility, the allowance for that position shall be paid for up to four months after elimination, not to extend beyond June 30th.

7.05 (b) Where the Board demotes a teacher from a position of responsibility the allowance for that position shall cease to be paid effective the date of demotion.

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- 7.06 In the event of a change in responsibility of a teacher (other than as set out in 7.05 above) the salary of the teacher will be adjusted in relation to the change in responsibility. Where such adjustment would lead to a reduction in salary, the teacher's salary immediately prior to the change in responsibility shall be frozen until such time as the teacher can be placed on the salary and allowance structure applicable to the new position of responsibility without loss.
- 7.07 Nothing in this Article shall prevent the Board from immediately demoting a teacher from a position of responsibility for just cause.
- 7.08 Teachers are to be reimbursed for school related expenses approved by the Principal. It is understood that prior written approval for any such expenditure will be obtained from the Principal and the suitable proof will be provided following the disbursement.

ARTICLE VIII - PROFESSIONAL REQUIREMENTS

- 8.01 The Board recognizes the importance of the services provided by the Principals and Vice-Principals. In keeping with this:
- 8.01 (a) Principals shall be relieved from teaching duties to perform the duties of Principal.
- 8.01 (b) Vice-Principals shall be relieved from teaching duties every half day or on a half-time basis.
- 8.02 A Vice-Principal shall be appointed to all schools over 500 pupils.

ARTICLE IX - PROBATIONARY PERIOD

- 9.01 A newly hired teacher with less than three years prior teaching experience, shall be subject to a two year probationary period.
- 9.02 A newly hired teacher with three years or more prior teaching experience shall be subject to a one year probationary period.
- 9.03 Any teacher rehired by the Board, excluding recalls, shall be subject to a one year probationary period.
- 9.04 The probationary period shall be calculated without counting any leaves of absence in excess of twenty working days, taken for any purpose.
- 9.05 For the purposes of this article only, "teaching experience" shall be defined as all regular day school teaching for a Board in Ontario. Occasional teaching experience for the Board in excess of 20 consecutive days in the same assignment, shall also be recognized in determining the length of the teaching experience.

PART IV - EMPLOYEE BENEFITS

**ARTICLE X - TEACHER'S CUMULATIVE SICK LEAVE PLAN AND
RETIREMENT GRATUITY PLAN**

Preamble: The use of provisions of the collective agreement whereby paid leaves of absences, other than illness, are charged to the sick leave plan, shall not exceed fifty percent (50%) of the teacher's annual sick leave credits in accordance with the Employment Insurance premium rebate program.

- 10.01 (a) The Board shall administer the plans to be known as:
 - 1) The Teacher's Cumulative Sick Leave Plan
 - 2) The Retirement Gratuity Plan (1969); and (1970).
- 10.01 (b) The Director shall be responsible for keeping a record of accumulated credits and deductions therefrom.
- 10.01 (c) The Director shall in accordance with the terms of this Agreement have power to do and perform all things necessary for the conduct of the Cumulative Sick Leave Plan and the Retirement Plan under this Agreement hereinafter referred to as the Plans.

Part I Sick Leave Plan

- 10.02 During the fall term, and upon leaving the employ of this Board, each teacher must be provided with a statement of the number of days' credit accumulated under the sick leave plan.
- 10.02 (a) All teachers of the Board shall be included under this plan.
- 10.02 (b) Teachers appointed on a part-time basis shall be included under this plan and shall be entitled to cumulative benefits. The benefits will be calculated on the percentage of time worked.
- 10.02 (c) Each eligible employee shall be entitled to have 100% of the unused portion of this sick leave transferred annually to this accumulated sick leave credit to a maximum of 250 days.
- 10.02 (d) After the sick leave of twenty days has been used in any school year, each employee shall receive salary under the Board plan for absence up to the amount of the teacher's accumulated sick leave in accordance with the plan.
- 10.02 (e) A teacher absent from duty for reasons other than personal illness shall not accumulate sick leave credits during such absence unless specifically agreed upon by the Board.
- 10.02 (f) A teacher's absence for illness for a period of:

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- (i) the Superintendent of Human Resources may require, in writing, certification by a licensed medical practitioner, or if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery, in the event of an absence of five (5) consecutive working days or less. The teacher will be reimbursed for any reasonable fee required to be paid for the certification within 30 days of submitting the receipt to the Superintendent of Human Resources.
- (ii) over five consecutive working days must be certified by a licensed medical practitioner, or if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases, there may be an exemption at the discretion of the Director.
- (iii) it is the responsibility of the teacher to provide this evidence to the Board within the five (5) days after returning to duty. The Board may require the teacher to be examined by a medical practitioner of the Board's own choice and at its expense, at any time before allowance for sick leave is given or while benefits from the plan are being received.

10.03 (a) Initial Credit and Transfer

- (i) Cumulative sick leave credits under the cumulative sick leave plans in operation by Roman Catholic boards in York County prior to September 1, 1969, shall be credited to the Teacher's account in the revised plan.
- (ii) Initial credits shall apply to Teachers in the employ of the Board on September 1, 1969.

10.03 (b) A teacher transferring from another Board which has a cumulative sick leave plan will be credited with the number of days of unpaid sick leave up to and including the maximum number of days per year allowed under the plans of this Board (250).

10.03 (c) In the event of re-employment of a Teacher, the Board shall reinstate the accumulated sick leave credit held by the Teacher on resignation, provided that the Teacher has not had intervening employment that interrupted the continuity under which sick leave credits are accumulated and that the period of non-employment does not exceed two (2) years from the date of resignation.

10.04 Where a teacher ceases to be employed by the Board, or is employed for part of a year.

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- 10.04 (a) the number of days transferable to a sick leave plan shall be prorated on the basis of 2 days for each month, or part thereof, of employment by the Board;
- 10.04 (b) if a teacher received a gratuity or other allowances calculated in relation to or on the basis of the credits in the teacher's sick leave account, the credits standing to the teacher's credit shall be reduced by the number of days used in calculating the gratuity;
- 10.04 (c) a teacher entitled to a benefit under a statute shall not be entitled to receive the benefit once under the statute and a second time under this Agreement;
- 10.05 (a) Deductions shall be made from a teacher's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the Teacher for absence beyond the number of days to the teacher's credit in the sick leave plan.
- 10.05 (b) In cases where a teacher is obliged to attend a dead or dying relative beyond the time allowed for compassionate leave, the Director shall be allowed to use his discretion in allowing additional time to be deducted from the accumulated sick leave. It is understood that a teacher who is unable, due to the urgency of the matter, to obtain prior approval may assume permission without any penalty, other than the loss of salary if leave with salary is not granted.

Part II Retirement Gratuity Plan (1970)

- 10.06 (a) The Board shall pay to each Teacher who retires on pension or disability allowance pursuant to *Teachers' Pension Act*, or to a teacher's estate in the event of the teacher's death, a gratuity based on the unexpended portion of the teacher's sick leave credits accumulated with the Board and computed in accordance with the following formulae:

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1 year of service 1% of leave credits x 1/200 of annual salary

2	"	2%	"	"	"
3	"	3%	"	"	"
4	"	4%	"	"	"
5	"	5%	"	"	"
6	"	6%	"	"	"
7	"	7%	"	"	"
8	"	8%	"	"	"
9	"	9%	"	"	"
10	"	10%	"	"	"
11	"	12%	"	"	"
12	"	14%	"	"	"
13	"	16%	"	"	"
14	"	18%	"	"	"
15	"	21%	"	"	"
16	"	24%	"	"	"
17	"	27%	"	"	"
18	"	30%	"	"	"
19	"	33%	"	"	"
20	"	36%	"	"	"
21	"	39%	"	"	"
22	"	42%	"	"	"
23	"	45%	"	"	"
24	"	48%	"	"	"
25	"	50%	"	"	"

Retirement Gratuity Plan (1969)

- 10.06 (b) Any teacher on staff at June 30, 1969 shall have the teacher's sick-leave accumulated and retirement gratuity calculated on the plan in force on such date.
- 10.06 (c) All teachers on staff at December 31, 1982 shall benefit from the Retirement Gratuity Plan (1969) or the Retirement Gratuity Plan (1970) as the case may be. All teachers coming on staff on or after January 1, 1983 shall be eligible to accumulate sick leave credits and receive a Retirement Gratuity as per 10.06 (a). Such gratuity shall not exceed \$10,000.00.

Miscellaneous Leave with Loss of Retirement Gratuity Credits but Without Loss of Salary or Sick Leave Credit:

- 10.061 The Board shall grant a leave of absence to a Teacher required to be absent for personal reasons beyond the control of the teacher, with the prior approval of the Principal and the Director. It is understood that a teacher who is unable due to the urgency of the matter to obtain prior approval may assume permission without penalty other than loss of pay or loss of sick leave credit if the leave is not granted. This leave is not to exceed two (2) school days in the school year.

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- 10.061 (i) attending the teacher's own graduation;
- 10.061 (ii) caring for a member of the teacher's immediate family in case of serious illness when the teacher has been unable to obtain other proper care for such member;
- 10.061 (iii) when a teacher has responsibility in the organizational aspects of artistic, athletic, or cultural activities at the provincial, national or international levels;
- 10.061 (iv) specialist's or dentist's appointment that cannot be obtained outside the school day;
- 10.061 (v) inclement weather where the teacher is unable to reach the school(s) from the teacher's place of residence because of impassable roads, and the teacher is also unable, because of impassable roads, to report for duty to the nearest Board school.
- 10.061 (vi) moving to a new place of residence when it cannot be done on a week-end or holiday.
- 10.062 The Board shall grant a leave of absence to a teacher, other than a probationary teacher, required to be absent for personal reasons beyond the control of the teacher with the prior approval of the Principal and Director. Such leave may not exceed two school days in a three year period.

Part III Leave of Absence with Salary

The Board grants leave of absence without loss of salary, sick days or retirement gratuity in the following cases:

PATERNITY LEAVE:

- 10.07 A male teacher shall be granted a special leave, with salary and no deduction from sick leave credit, to a maximum of two days for needs directly related to the birth of his child.

ADOPTION LEAVE:

- 10.08 Any teacher shall be granted a special leave, with salary and no deduction from sick leave credit, to a maximum of two days for needs directly related to the adoption of a child.

WORKERS' COMPENSATION:

- 10.09 It is agreed that when a member of the teaching staff is eligible for and received approval of payment of Workers' Compensation;
- 10.09 (a) the Workers' Compensation payment received shall be remitted to the Board;
- 10.09 (b) the Teacher shall receive full salary from the Board;

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- 10.09 (c) there shall be no deduction of sick leave credits from the teacher.
- 10.09 (d) If a meeting is held between the teacher(s) and the school board representatives, the teacher(s) shall have the right to be accompanied by a member of the teacher(s) Affiliate.

OTHER LEAVES:

- 10.10 (a) When a teacher is required to be absent because of jury duty or subpoena, the teacher shall be subject to neither loss of salary nor deductions from sick leave credit. Fees receivable shall be turned over to the Board, excluding legitimate expenses incurred.
- 10.10 (b) When a teacher is absent due to quarantine or other order of medical health authorities.
- 10.10 (c) When a teacher is absent, with Board approval, for professional purposes, such as conferences, workshops, examinations and other activities approved by the Board, the teacher shall be granted time off without loss of salary or sick leave credit and with payment of expenses as approved by the Board.
- 10.10 (c) (i) When a teacher is absent to perform O.E.C.T.A. executive duties (excluding the executives referred to in Article 10.14) with Board approval, the teacher shall be granted time off for such professional purposes without loss of salary or sick leave credit. The Unit shall reimburse the Board for the occasional teacher supply cost incurred within 30 days of receiving the Board's invoice.

COMPASSIONATE LEAVE:

- 10.10 (d) When a teacher is required to be absent because of the critical illness of a member of the teacher's immediate family, the teacher is granted up to three teaching days without loss of salary. The critical illness must be confirmed by letter to the Director from a medical doctor or a member of the clergy. Longer absence, if absolutely necessary, will be subject to the approval of the Director.
- 10.10 (e) When a teacher is required to be absent because of the death of a member of the Teacher's immediate family, the teacher may be granted up to five consecutive days. Immediate family is defined as a spouse, parent, parent-in-law, child, brother or sister. In the case of a grandparent the teacher may be granted up to three consecutive days.

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- 10.10 (f) When a Teacher is absent because of the death of a relative outside the Teacher's immediate family or a close friend of the family, the teacher shall be allowed up to one day for attendance at the funeral.

Part IV Leave of Absence with Loss of Salary

10.11 Leave with loss of salary and no deduction from sick leave or retirement gratuity.

10.11 Part A shall be granted

Teachers, other than probationary teachers, who following completion of the Elimination Period are receiving benefits under the group long term disability plan, shall be granted a special leave of absence without pay for up to a period of 48 consecutive months immediately following the completion of the Elimination Period. Subject to the aforesaid maximum of 48 consecutive months, such special leave will not be for a lesser period than, in the opinion of a duly qualified medical practitioner, is necessary for the recovery of the Teacher concerned.

10.11 Part B may be granted for the purpose of:

- 10.11 (i) lawyer or real estate appointment;
- 10.11 (ii) attending graduation of a relative or close friend;
- 10.11 (iii) attending as president or senior executive officer at a meeting or function of a federation, lodge, service club, church council, alumni association or recognized community organization;
- 10.11 (iv) running as a candidate in an election;
- 10.11 (v) participating in or coaching at tournaments;
- 10.11 (vi) attending a festival of the arts in which the teacher is a participant.
- 10.11 (vii) when a teacher is a member of a municipal council and is required to be present at a special meeting.
- 10.11 (viii) Notwithstanding the above, a teacher may apply for an extended leave. Such leave shall be granted for personal reasons up to 5 working days.

PART V

PREGNANCY/PARENTAL/ADOPTION LEAVES
PART A: PREGNANCY/PARENTAL

10.12A I: LEAVE WITHIN EMPLOYMENT STANDARDS ACT timeliness:

- 10.12AI (i) Pregnancy and Parental Leaves will be in accordance with the Employment Standards Act, Section 35-38 (copy of sections annexed hereto as Appendix "C") except as modified by the provisions below:
- 10.12AI (ii) A Teacher shall apply for Pregnancy and/or Parental leave(s) in writing through the Principal to the Superintendent of Human Resources. A letter from a physician indicating the approximate date of confinement must accompany the application. The teacher should make such application at least two months prior to the commencement of the leave(s) in order that a suitable replacement may be found.
- 10.12AI (iii) A Teacher returning from a Pregnancy and/or Parental leave shall be assigned to the position the teacher held or would have held had such a leave(s) not occurred.
- 10.12AI (iv) A Teacher taking a Pregnancy leave or a Parental leave tied to adoption, who is subject to a waiting period of at least two weeks before receiving Employment Insurance benefits shall receive an allowance upon appropriate verification to the Board. This allowance shall be the same amount as the teacher received in benefits from Human Resources Development Canada for a two week period. For the purpose of this allowance, only one employee of the Board can identify themselves as the adopting parent.

10.12A II: Extended Leave for the remainder of the contractual year.

- 10.12AII (i) Upon request of the Teacher entitled to the leave(s) as set out above, the Board shall grant a leave of absence without pay for the remainder of the contractual year in which such leave(s) expire. This request, in writing to the Superintendent of Human Resources, shall be made at the time of the notification of pregnancy leave.
- 10.12AII (ii) Upon completion of the extended leave as set out in (b) above the teacher shall be assigned to the position the teacher held or would have held had such a leave(s) not occurred.

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10.12A III: Leave of absence for an additional year

10.12AIII (i) Upon request of the Teacher entitled to the leaves as set out in AI and AII, the Board shall grant a leave of absence to a Teacher, other than a probationary teacher, for an additional school year. Such application shall be made prior to May 31 in the year of the extended leave.

10.12AIII (ii) A Teacher, other than a probationary teacher, returning from a Leave of Absence of an additional school year should forward to the Superintendent of Human Resources, an indication of placement by February 28th to facilitate priority in placement for the coming school year.

10.12B GENERAL PRINCIPLES APPLICABLE TO ABOVE

10.12B (i) The Board shall continue to pay its contribution to the benefit plans provided for in Article XIII for the duration of Pregnancy and/or Parental leave taken in accordance with the Employment Standards Act. Where a further leave of absence beyond that in the Employment Standards Act has been granted by the Board, a teacher shall not be entitled to the Board's premium contribution to the benefit plans but a teacher on such further leave may, where permitted by the carrier thereof, apply for the continuation of benefit plans the teacher had at the time of going on the Pregnancy and/or Parental leave.

10.12B (ii) Seniority as per Article XX shall continue to accumulate during such leaves as set out above.

10.12B (iii) The Board's obligation to reinstate a teacher ends at the expiration of the period(s) provided for in the Employment Standards Act unless the teacher has requested a further leave of absence as set out above.

10.12B (iv) In the best interests of education, teachers shall attempt to arrange the return from a Pregnancy and/or Parental leave with the commencement of a school term.

PART VI

UNIT LEAVES

10.13 With the approval of the Director of Education, leaves of absence without loss of salary or sick leave credit shall be granted to members of the teachers' negotiating committee for the days required to participate in negotiations. The Unit shall reimburse the Board for the occasional teacher cost incurred within 30 days of receiving the Board's invoice. It is understood that coverage of the teacher(s) duties shall be by an occasional teacher and not by a teacher regularly employed by the York Catholic District School Board.

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UNIT RELEASE TIME:

- 10.14 (a) Upon the request in writing of the York Unit of O.E.C.T.A., the Board shall grant a half-time or a full-time leave of absence for one school year at a time to: (i) the teacher who is President of the York Unit (being also the President of one of the branch affiliates) and/or (ii) the teacher who is President of the other branch affiliate of the York Unit, and/or (iii) two other teachers designated by the Unit.
- 10.14 (b) Such requests for leave of absence shall be submitted in writing to the Director of Education prior to May 31st for the following school year. If a half time leave of absence is requested, the parties shall agree to the method of implementation. Failing such agreement, the leave will be granted on the basis of a half day, every school day.
- 10.14 (c) No sick leave shall be credited to such teacher(s) during such leave but any unused sick leave credits accumulated prior to such leave shall be available to such teacher(s) on resumption of the full-time employment with the Board.
- 10.14 (d) The seniority of such teacher(s) shall continue to accumulate during the period of such leave of absence.
- 10.14 (e) Teachers returning from a leave for Unit business shall be reassigned to the same school from which the leave commenced for the coming year, provided the Board is notified in writing prior to April 30th of the year in progress of the return for the coming year. For the purpose of designating the teaching assignment for the coming year the returning teacher will be considered as having been in that school for the duration of the leave.

REIMBURSEMENT OF UNIT RELEASE TIME:

- 10.15 The Unit shall pay the yearly salary and benefits, or half the yearly salary and benefits if the leave is a half-time leave, of the teacher. The Board shall administer such salary and benefits through the normal payroll process. The Unit shall reimburse the Board within 30 days of receiving the Board's invoice.

PART VII

JOB SHARING

- 10.16 Job Sharing - Refer to Appendix D

ARTICLE XI - SPECIAL LEAVE

11.01 The Board may, upon written application of the teacher, allow a leave of absence for up to two years for the purposes of study and/or travel, and/or for the care of a family member, and/or for personal regeneration and/or personal or career development.

CONDITIONS:

11.02 The Board is not obliged to pay any salary but the teacher shall retain their standing on the salary grid without increment for that year.

11.03 A teacher on leave may at their option continue to participate in one or more of the benefit plans at the teacher's own expense if permitted by the plan.

11.04 (a) Subject to the York Catholic District School Board and York Occasional Teachers Local of O.E.C.T.A. Collective Agreement, the Board shall grant part time teachers access to the Board's Occasional Teacher list.

11.04 (b) Subject to the York Catholic District School Board and York Occasional Teachers Local of O.E.C.T.A. Collective Agreement, the Board may grant teachers on a leave of absence access to the Board's Occasional Teacher list.

ARTICLE XII - GROUP INSURANCE BENEFITS

- 12.01 Board pays 80% of premium for dental and group life. The Board pays 100% of premium for major medical.
- 12.01 (a) The maximum amount payable per person for paramedical services is \$750.00
in any calendar year.
- 12.02 Major Medical: a vision care rider - \$200 per family member (75% recovery) every two years shall be included in this plan.
- 12.03 Group Life Insurance for an amount equal to 3 times the Teacher's grid salary plus allowances, the result adjusted to the next higher \$1,000 (if not already a multiple of \$1,000) subject to a maximum benefit of \$500,000, plus accidental death and dismemberment to a maximum benefit of \$500,000.
- 12.04 The Board shall administer and pay 80% of the premiums of the dental plan to include orthodontic option, and these added restorative options: gold foil restorations, metal inlay restorations, retentive pins, porcelain inlay, crowns, post and core, metal transfer coping, pontics, retainers - inlay only, crowns. retentive pins in abutments.
- 12.05 The teachers will pay 100% of the premiums of the long term disability plan. The Board shall administer such plan.
- 12.05 (a) A teacher who has received retroactive long term disability benefits shall reimburse the Board for any salary overpayment within thirty days of receipt of the first long term disability benefits cheque. The Board may, in extenuating circumstances, agree to a repayment plan.
- 12.06 The teachers acknowledge that the Board is not an insurer of the benefits provided by the insurance plans named in Sections 12.01, 12.02, 12.03, 12.04 and agree that the Board's obligation to pay for any teacher the portions of the premiums referred to in the said sections shall not arise until the teacher has executed and returned to the Board any appropriate application forms for coverage that may be required.
- 12.07 The Board shall provide the Branch Affiliates with the master policies for all insurance plans provided for in this Agreement as well as any revisions that may be made to them from time to time.
- 12.08 Subject to agreement by the carriers of the benefit plans the changes to the group insurance plans provided for in Article 12 shall be effective as of January of each year.
- 12.09 The Board may change the carrier of any benefit plan upon prior notice of any possible change to the Local Bargaining Units and provided that any benefits provided by such other carrier are at least equivalent. Where the Board solicits a change of carrier the Board shall submit a copy of the specifications to the Unit as well as a copy of the specifications provided by the chosen carrier, if different.

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12.10 (a) If approved by the insurance underwriters, a teacher who retires from the Board prior to age 65 may retain membership in any of the group benefit plans to which the teacher belongs at the time of retirement until the teacher attains the age of 65 years. The retired teacher must pay the full premium cost to maintain the teacher's participation and coverage under the group contracts.

12.10 (b) The spouse of a deceased teacher may continue coverage under any of the group benefit plans (excluding life) retained by the teacher prior to death, under the following criteria:

- i) the spouse pays the full premium cost of any group benefit;
- ii) coverage may be continued until such a time as the deceased teacher would have attained the age 65;
- iii) coverage ceases if the spouse remarries.

12.11 Part-time teachers shall be eligible for the insured employee benefits which are available to teachers who teach full-time and which are set out in sections 12.01, 12.02, 12.03, 12.04 and 12.05.

12.12 The portion of premium cost for insured employee benefits to be paid by the Board for a part-time teacher shall be determined as follows:

$$\begin{array}{|c|} \hline \text{Percentage of time} \\ \text{worked by a part-time} \\ \text{teacher} \\ \hline \end{array} \quad \times \quad \begin{array}{|c|} \hline \text{Board share of premium} \\ \text{costs for a full-time teacher's} \\ \text{insured employee benefits.} \\ \hline \end{array}$$

The remainder of the premium cost shall be paid by the teacher.

ARTICLE XIII - TRAVEL ALLOWANCE

- 13.01 A travel allowance of \$0.29/kilometre or Board Policy whichever is greater, shall be paid to co-ordinators, consultants, supervisors, itinerant teachers, resource teachers, vice-principals and principals.
- 13.02 The Board shall establish specific regulations pertaining to travel allowances. These regulations shall be available at all work sites with a copy to the Unit.

ARTICLE XIV - STAFFING

14.01 Where a new program is to be implemented, if the Board does not provide a specific in-service training, a teacher may request consultative help.

14.02 The Board recognizes the intrinsic value of the services provided by the teacher. In keeping with this, it is the intent of the Board that the work day shall be so arranged as to afford each teacher a fair and equitable workload.

Supervision for the arrival and/or departure of students shall be arranged in a manner which does not unduly extend the teachers duties beyond the instructional day.

WORKING CONDITIONS COMMITTEE:

14.03 In an effort to solve problems in a mutually beneficial fashion, the Board and Teachers recognize the establishment of a Working Conditions Committee to deal with Teacher concerns arising from Teacher workload.

14.03 (a) The Director of Education and the President of the Unit shall each appoint two members to the Working Conditions Committee. The appointment shall be of persons other than themselves and will provide for alternates and a resource person.

14.03 (b) The Working Conditions Committee shall convene, at the request of either party, to consider problems concerning teacher workload.

14.03 (c) If the Committee is unable to resolve the concern, the issue shall be referred to the Director.

14.04 The Board recognizes that the proper functioning of a resource centre is of vital importance to the optimum execution of the school program. In keeping with this, it is the intent of this Board that:

14.04 (a) All schools with an October 31st enrolment of 400 pupils or more, shall be assigned a part time librarian;

14.04 (b) Where practical and possible, all other elementary schools shall be assigned part-time librarians.

It is understood that there shall be at least thirty two (32) full time equivalent librarians in the system.

14.05 The Board recognizes that educational assistants are to be employed only according to the policy outlined in Appendix "B" and when approved by the Director.

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- 14.06 (a) The Board in exercising its responsibility for assigning teachers, shall take into account the needs of the school system, the particular characteristics of the individual school, the special requirements of the classes within a particular school, including the presence of children who have been identified by an I.P.R.C. as exceptional students and the qualifications, aptitudes, and preferences of the teachers employed by the Board, when determining class sizes.
- 14.06 (b) The Board undertakes to staff the school system in such manner as to preclude excessive assignments for any teachers.

14.07 Where practical and possible, the Board shall provide a classroom in each school for the teaching of French.

14.08 While this Collective Agreement is in force,

14.08 (a) The system wide pupil-teacher ratio will not exceed:

October 31 of each year - 18.57:1

For purposes of calculating the number of teachers generated, the full- time equivalent enrolment as of the date specified above, in all grades under the jurisdiction of the Board will be divided by the number specified.

Heritage Language Instructors (including instructors who are members of the Ontario Teacher's College) are excluded for the term of this agreement.

Chaplains and/or Chaplaincy team members (who are members of the Ontario College of Teachers) are included for the term of this agreement.

14.08 (b) Provided there is no amendment to section 170.1 of the *Education Act*:

- a) Each school year, the minimum classroom teaching staff allocated to each elementary school under the Board's jurisdiction shall be sufficient to ensure that the average class size of its classes does not exceed twenty six (26) full time equivalent pupils.
- b) Each school year, the minimum classroom teaching staff allocated to each secondary school under the Board's jurisdiction shall be sufficient to ensure that the average size of its classes does not exceed twenty three (23) full time equivalent pupils.

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14.08 (c) Within the limits of the number of teachers generated and allocated to the school pursuant to this Article, the Principal shall staff the school so that the following maximum class sizes are not exceeded:

DIVISION	MAXIMUM CLASS SIZE OCTOBER 31
JK/SK	25
GRADE 1,2	29
GRADE 3	31
JUNIOR	33
INTERMEDIATE	35

Where it is planned that students from a self-contained special education class/centre are to be integrated into a classroom for more than 40% of the school day, such students shall be counted in determining the maximum class size.

In the case of a class which contains students in grades 3 and 4 or 6 and 7, the maximum number shall be that for the grade of the majority of the students in the class.

- 14.08 (d)
- (i) A pupil teacher contact of 183 shall be used as a guideline when determining staff allocation within each secondary school. The date upon which to calculate a teacher's pupil teacher contacts shall be October 31st in the first semester and March 31st in the second semester. Notwithstanding the PTC guideline of 183, it is recognized that there are situations where that number may be exceeded.
 - (ii) The staffing procedure outlined above shall be monitored pursuant to the Letter of Understanding - PTC appended to this Agreement.

14.09 (a) Full-time teachers in elementary schools shall be granted a minimum of:

- i) in the case of Junior Kindergarten to Grade 6 Teachers, 180 minutes release time from classroom instruction, per 6 day cycle, or equivalent, for the purpose of preparation, planning and evaluation.
- ii) Teachers in Grade 7 & 8 shall be granted a minimum of 240 minutes of release time from classroom instruction per 6 day cycle, or equivalent, for the purpose of preparation, planning and evaluation.

14.09 (b) (i) The Board shall provide a full-time teacher in a secondary school a teaching load of seven (7) full credits (or equivalent) and in accordance with article 14.09(b)(iii), one on call period per school year. In the case of semestered credits (or equivalent) a teacher shall teach three credits (or equivalent) in one semester and four credits (or equivalent) in one semester. In the semester the teacher teaches three credits (or equivalent) they will have an on call period.

Unassigned time not covered by 14.09(b)(i) shall be used to provide a daily average

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of one preparation period of forty minutes over a school year. Schools utilizing an alternative organization shall pro-rate as closely as possible. If during the 1999 - 2000 school year the Board operates secondary schools on a four teaching period basis, then the Board will negotiate this clause with OECTA and in default of an agreement, the matter will be deferred to an arbitrator.

- 14.09 (b) (ii) Notwithstanding the credit workload referred to in article 14.09(b)(i) above, it is understood and agreed that teachers may deliver in one class more than one full credit course when teaching co-operative education, music, basic course combined with another course, a special education program or a tutorial. The teacher will only be required to perform one preparation and delivery of classroom program although differentiated evaluations may be required.

All excess credits, referred to in 14.09(b)(ii) shall be taught within seven teaching periods.

- 14.09 (b) (iii) Teachers "on-call" in secondary schools shall not be required to cover for teachers absent because of illness, or scheduled absence of more than one day duration, except in the case of emergency or when a supply teacher is not available. Such coverage as is provided by on-call teachers shall be distributed by each school on an equitable basis.

- 14.09(c) (i) Deans in the secondary schools shall be allotted the equivalent of 40 minutes per day release time for administrative duties in addition to that received pursuant to (b) above.
- (ii) Minor Deans/Minor Heads shall be allotted the equivalent of 40 minutes release every other day for administrative duties in addition to that received pursuant to (b) above. Such allotment of time shall be achieved by removing Minor Deans/Minor Heads from the on- call supervisory rotation every other day.

- 14.09 (d) Secondary school guidance staff, including Co-operative Education teachers delivering Co-op Guidance credits, may be required to fulfil some of their duties during the summer months. It is understood that such days worked during the summer break shall be compensated by lieu time in direct proportion to the time worked and shall not exceed five (5) days.

- 14.10 Each teacher shall receive 40 consecutive minutes for lunch. The school day shall not be extended in order to implement or administer this provision.

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14.11 No teacher in a school offering Heritage Language instruction shall be responsible for instruction or supervision of any students during the time that the teacher's class is participating in a Heritage Language class. Notwithstanding the foregoing, the teacher shall be responsible for assigning, prior to the Heritage Language period, meaningful educational tasks, which are a part of the teacher's regular instructional program, to those students not participating in the Heritage Language class. Such tasks may include completion of unfinished assignments, homework, additional reading and study. The teacher shall not be assigned to any duties during the Heritage Language period.

DIVISIONAL CHAIRPERSON:

14.12 The parties agree to the following for the position of divisional chairperson:

A. PARAMETERS

- a) The number of divisional chairpersons shall be calculated using the Full-time equivalent (F.T.E.) teachers in a school.
- b) The number of teachers in a school is determined by the October 31st F.T.E. student enrolment for that year.
- c) There will be a minimum of 3 and no more than 5 Divisional Chairpersons per school based on the following formula:
F.T.E. teachers less than or equal to 20 equals 3
F.T.E. teachers less than or equal to 30 equals 4
F.T.E. teachers greater than 30 equals 5.
- d) The assignment of divisional chairpersons to their respective divisions will be determined by the Principal.

B. SELECTION PROCESS

1. In school advertising - May 1.
2. Names to Principal by May 21.
3. Submission of names and relevant data to School Superintendent by first Friday in June.
4. Submission by School Superintendent to Human Resources by third Friday in June.
5. Approval at June Board meeting.
6. Written notification to candidate immediately following June Board meeting by Human Resources.

NOTE: Appointment effective September 1 to June 30 on an annual basis.

C. COMPENSATION

A responsibility allowance of \$1,000 per year shall be paid to the teacher appointed as Divisional Chairperson.

D. ROLE RESPONSIBILITIES

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1. It is the responsibility of the Divisional Chair to act as a liaison among the teachers in the division and the school administration in reference to the review, development and implementation of programs, related budgets and resources within a division.
2. To co-ordinate:
 - a) programming and program concerns within the division
 - b) divisional activities
3. To advise in reference to the impact of school organization, school activities and new initiatives in the division.

N.B. See APPENDIX E for the qualifications of this position.

TEACHER IN CHARGE:

14.13 Each elementary school without a vice principal shall have a Teacher in Charge. The Teacher in Charge will be named by the principal from among those teachers who submit their candidacies for the position, for a period of one year at a time and will receive a responsibility allowance of \$500 yearly. The Teacher in Charge is responsible only for responding to emergency situations when the principal is out of the school.

A. ROLE RESPONSIBILITIES

The Teacher in Charge is responsible for responding to emergency situations when the Principal is not present in the school. Teachers in Charge will fulfil their duties by following established school procedures in emergency situations.

The parties agree that emergency situations are situations which cannot wait until the Principal returns. These emergency situations may include:

1. Student care and discipline:
 - a) injured students - medical emergencies
 - b) missing students - Safe Arrival Program
 - c) discipline situations that cannot be postponed
 - d) Indoor/Outdoor Routine for inclement weather

2. Building Needs - Emergency Procedures

a) evacuation procedures

- i] Fire
- ii] Bomb Scare
- iii] Toxic Spill

b) maintenance

Heating - electrical - water supply

c) Cancellations

- i] Bus
- ii] P.M. Kindergarten
- iii] Early dismissal

3. Staff

- i] Health and Safety Concerns
- ii] Absences - uncovered classes
- iii] Bus Drivers
- iv] Police
- v] Press
- vi] Strangers in the yard or school

The parties agree that in schools having a vice principal there shall be no teacher in charge and no teacher shall assume any of the responsibilities above.

N.B. See APPENDIX F for the qualifications of this position.

ARTICLE XV - TEACHER EVALUATIONS

- 15.01 The Board has the right and the responsibility to employ competent teachers and to establish procedures for determining the teacher's competence.
- 15.02 The Board recognizes that it is in the best interest of Catholic education in the Region that evaluation processes be established and maintained, which are both positive and helpful.
- 15.03 A teacher shall receive a copy of any formal evaluation no later than fourteen (14) days from the date of the visit or from the date of the last visit where a series of visits is involved, where such visits occur within a period of ten (10) working days.
- 15.04 Where a teacher received an evaluation with which the teacher disagrees, the teacher shall have the right to a second evaluation. The teacher must notify the Board within ten (10) school days of receipt of the original evaluation that the teacher desires a second evaluation. The teacher shall receive said second evaluation within fifteen (15) school days.
- 15.05 The teacher may request a member of the Unit to be present for any discussion with Supervisory Officers.
- 15.06 The teacher shall have the right to respond in writing to the evaluation within five (5) school days of receipt of the evaluation. The teacher's response shall be included in the teacher's personnel file with the evaluations.
- 15.07 The Board shall make available in each school, copies of the performance appraisal document regarding the evaluation of teachers.
- 15.08 A teacher on probation shall be evaluated a minimum of twice during each year of probation. The provisions of 15.01 - 15.06 shall also apply to evaluations of probationary teachers.

ARTICLE XVI - PERSONNEL FILES

- 16.01 Each teacher shall have the right, upon request and upon the presentation of proper identification, to review the contents of any or all of the teacher's personnel file, including evaluations, as maintained by the Board in the presence of an agent of the Board during regular business hours, otherwise a mutually convenient time shall be arranged. Original documents are not to be removed from Board control. If a teacher requests photocopies of documents in the teacher's file, the Board will provide such copies within three (3) school days and upon payment of a charge of twenty-five cents per page.
- 16.02 Each teacher shall have the right to object in writing to any item in the file and if the Superintendent of Human Resources decides not to remove the document then such objection shall be attached to the disputed document. No written objection shall be removed from the teacher's file without the teacher's consent.
- 16.03 No documents, assessments, or written comments which are adverse shall be placed in a teacher's file unless a copy is sent to the teacher.

ARTICLE XVII - TRANSFERS, VACANCIES AND PROMOTIONS

- 17.01 Where possible and practical teachers' requests for transfer shall be accommodated provided that such requests, in order to be considered for the following school year, must be made to the Board by a date to be determined each school year by the Superintendent of Human Resources, in consultation with the Unit. A teacher after obtaining a transfer is not eligible to apply under this section unless the effective date of the transfer requested is two years after the date of the most recent transfer granted. This restriction shall not apply to teachers transferring from a centrally allocated program.
- 17.01 (a) The list of teachers requesting transfer shall be provided to the principal for posting in each school.
- 17.01 (b) Teachers requesting transfer to a particular school shall be granted an interview by the Principal of that school, if a position for which they are qualified is available.
- 17.02 Where the Board requires that a teacher be transferred, whether for reasons of surplus or otherwise, the teacher shall be informed in writing of the Board's intention to transfer the teacher.
- 17.02 (a) The transfer shall be discussed with the teacher by a representative of the Board prior to the transfer. A representative of the Unit may attend at the teacher's request.
- 17.02 (b) Any teacher who has applied for transfer shall be able to arrange an exchange between schools subject to the exchange being agreeable to the teachers and principals involved. Teachers who arrange an exchange are not prevented from applying for a transfer in the subsequent year.
- 17.02 (c) Transfers shall occur in a number of phases. Vacancies shall be posted and updated at each round or phase. The last day for transfers shall be determined by the Board in consultation with the Unit.
- 17.02 (d) Where the transfer of a teacher is not necessitated by the need to fill another position within the Board, the Board shall endeavour, where conditions permit, to arrange a transfer that is mutually acceptable.

VACANCIES AND PROMOTIONS:

- 17.03 Where possible and practical teachers employed by the Board shall be given priority in the filling of new or vacant positions.
- 17.03 a) Teachers shall be advised of vacant positions of responsibility prior to public advertisement by a posting in each school.

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- 17.03 b) Before extending an offer of employment to an external candidate, any teacher employed by the Board who fulfills the criteria for the promotion to a bargaining unit position of responsibility shall be interviewed.

- 17.03 c) Teachers denied promotions shall be so informed within a reasonable period of time.

ARTICLE XVIII - TEACHING EXPERIENCE

- 18.01 (a) All teaching experience gained in Ontario shall be recognized up to a maximum from the date of receiving a certificate of qualification from the Ontario College of Teachers while teaching regular day school or on an occasional teaching assignment of twenty (20) or more consecutive days.

Effective January 1, 1999, teachers will be eligible for recognition of one (1) additional year of teaching experience in the event that they accumulate continuing education experience equivalent to full time secondary teacher workload which for purposes of this article is a minimum of six credits or credit equivalents. It is understood a teacher may accumulate only one credit or credit equivalent for each class, course or program taught. The maximum recognition is one (1) year and this clause shall apply to claims filed subsequent to January 1, 1999.

This clause shall apply to any and all claims filed with the Board subsequent to January 1, 1999. While teaching experience acquired prior to January 1, 1999 will be recognized for purposes of qualifying for an additional year, there will be no retroactive adjustment to salary pursuant to this clause.

- 18.02 All teaching experience gained outside Ontario is to be evaluated on an individual basis by the Director and shall be binding subject to grievance procedure.
- 18.03 For the purpose of determining placement, qualified experience shall be determined and credited as of June 30th in each year.
- 18.04 For the purpose of determining "years" of experience, a "year" shall mean the ten (10) month period from September 1st of one year to June 30th of the immediately following year, both dates inclusive.
- 18.05 Notwithstanding the foregoing, if a teacher has in addition to completed years' experience, worked for five (5) months or more but less than ten (10) months (such five (5) to ten (10) months period being hereinafter referred to as a "short year") as of any September 1st during the term of this Agreement, such short year shall be deemed for the purpose of experience to be a full year of experience; provided that, in such a case months of experience accumulating after the short year shall first be combined with the short year to form a full ten (10) months' year before being credited to any additional years experience.
- 18.06 The Board may give credit for related experience to teachers who are employed to teach technological, vocational or business subjects in secondary school programs.
- 18.07 A teacher shall have previous teaching experience with the Board in an extended Heritage Language Program during the school day recognized for salary placement provided that throughout the period when such experience was acquired, the teacher held a valid certificate of qualification as a teacher in Ontario.

ARTICLE XIX -STAFF REDUCTION - REDUNDANCY WITHIN SCHOOL SYSTEM

- 19.01 Subject to the rights of the teachers to grievance arbitration and the right of the Board to manage the school system.
- 19.01 (a) Where in the opinion of the Board a reduction of teaching staff is necessary for any reason, reductions will be made in the following order: normal attrition in the contract year including normal resignations, retirements and/or leaves of absence; probationary teachers; teachers other than probationary teachers.
- 19.01 (b) Where a surplus exists among teachers other than probationary teachers, the following factors as determined by the Board shall be considered: experience and qualifications as prescribed by the appropriate Ministry Regulations to perform the duties of the available positions; length of continuous service with this Board.
- 19.02 A joint committee of teachers and Administration shall make recommendations to the Director of Education concerning criteria for the determination of experience and qualifications as prescribed by the appropriate Ministry Regulations to perform the duties of the available positions. When these criteria are determined, they shall be posted or otherwise made available to the teachers.
- 19.03 In making new appointments to staff, the Board shall rehire in reverse order of teachers declared redundant before new teachers with similar experience and qualifications are hired. This right of recall shall exist for the next complete school year following declaration of redundancy by the Board.
- 19.04 Where a teacher is declared redundant to the system effective August 31st, a notice of redundancy shall be provided on or before May 31st. Notwithstanding this provision, up to 0.75% of full time equivalent secondary school teachers as of October 31st may be declared redundant to the system effective the end of the first semester. A notice of redundancy shall be provided on or before December 31st in that semester. For this purposes, it is understood that 19.01(a) and 19.01(b) will be applied to the secondary school complement of teachers.
- 19.05 Included within the 0.75% redundancy declaration there may be situations where a secondary school teacher is not qualified within the meaning of 19.01(b) to teach any remaining second semester assignment in the system. The teacher may be declared redundant to the system effective the end of the first semester. A notice of redundancy shall be provided on or before December 31st, in that semester. For the purposes of this redundancy process, article 19.01(a) shall not apply.

ARTICLE XX - DEFERRED SALARY PLAN

20.01 The Board will grant leaves of absence of one year to teachers on the basis of one of the following Plans 1 or 2:

Plan 1] spreading 4 years' salary over 5 years (hereinafter called "Plan 1") on the following terms and conditions:

or

Plan 2] spreading 3 years' salary over 4 years (hereinafter called "Plan 2") on the following terms and conditions:

- 20.01 (a) any teacher, other than probationary teachers, who has completed at least two (2) years' teaching for the Board may apply to participate in such Plan;
- 20.01 (b) the maximum number of such leaves which may be granted under such Plans shall not exceed ten (10) in any one school year;
- 20.01 (c) a teacher wishing to participate in such Plan shall apply in writing to the Superintendent of Human Resources on or before February 1st to participate in the Plan commencing the following September 1st;
- 20.01 (d) consideration shall be given to applications for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to teachers with longer service;
- 20.01 (e) all applications reviewed and endorsed by the Superintendent of Human Resources shall be considered by the Director who may, in his discretion, reject any applications which in his view might impair the ability of the Board to staff its schools adequately. Teachers whose applications are approved by the Director shall be so informed by June 1st next following:
- 20.01 (f) each teacher permitted to participate in the Plan shall enter into an agreement with the Board as follows:
- (i) In the case of Plan 1 - in each of the four (4) years of the Plan commencing September 1st next following approval, the teacher shall be paid 80% of the salary and allowances to which the teacher is otherwise entitled;
- In the case of Plan 2 - in each of the three (3) years of the Plan commencing September 1st next following approval, the teacher shall be paid 75% of the salary and allowances to which the teacher is otherwise entitled;

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- (ii) In the case of Plan 1 - the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts;

In the case of Plan 2 - the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts;

- (iii) In the case of Plan 1 - the leave of absence shall commence on the September 1st of the 5th year from the commencement of the teacher's participation in the Plan;

In the case of Plan 2 - the leave of absence shall commence on the September 1st of the 4th year from the commencement of the teacher's participation in the Plan;

- (iv) during such school year of the leave of absence the Board shall pay the teacher all the funds accumulated pursuant to (ii) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 6.02, as the teacher may direct;
- (v) the teacher shall continue their contributions to the Superannuation Plan and the teacher will be responsible for arranging with the Board the payment of premiums for benefit plans;
- (vi) subject to any other provisions of the Collective Agreement, on the teacher's return from the leave the teacher shall be reinstated to a position which is at least equivalent to that held at the commencement of the leave;
- (vii) during such leave, the teacher's seniority shall accumulate but for the purposes of Articles XVIII or VI the period of such leave shall not be regarded as experience;
- (viii) the teacher shall not be entitled to any sick leave credits during the period of such leave but on the teacher's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
- (ix) a teacher declared redundant under Article XIX or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The teacher shall then be paid within sixty (60) days a lump sum equal to the teacher's contributions plus interest accrued to date of the withdrawal;
- (x) Permission to withdraw from the Plan will be solely at the discretion of the Board;

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- (xi) notwithstanding the foregoing, the Board may, if it is unable to employ a teacher as a suitable replacement for the participating teacher who is on leave, defer such leave for up to one year. In such event the participating teacher may withdraw from the Plan and the teacher shall then be paid within sixty (60) days a lump sum equal to the teacher's contribution plus interest accrued to the date of such withdrawal;

- (xii) if a teacher dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher's personal representative, in the event of the teacher's death, or the teacher shall be paid such lump sum and interest accrued up to the date of the teacher's death, retirement, dismissal, termination or leaving, as the case may be.

PART VIII - CONTINUING EDUCATION

ARTICLE XXI

21.01 DEFINITIONS

21.01 (a) "Continuing education teacher" as referred to in this clause shall mean a teacher as defined in the *Education Act* (the "Act"), employed to teach a continuing education course or class established in accordance with the regulations under the Act for which a valid certificate of qualification as a teacher is required by the regulations.

21.01 (b) "Continuing education course or class" shall mean a continuing education course or class as defined in the regulations and for which a valid certificate of qualification as a teacher is required by the regulations.

21.02 The Board shall pay to a continuing education teacher for each hour of instruction in a continuing education course or class the following rate of pay:

BASIC RATE	STATUTORY HOLIDAY PAY	VACATION PAY	TOTAL
31.7600000000 00002	0.96	1.28	34

21.03 The Board shall pay to a secondary school Principal who is in charge of a continuing education evening school or summer school and to a secondary school Vice-Principal the following rates of pay for carrying out their respective responsibilities:

21.03(a) SECONDARY SCHOOL PRINCIPAL

BASIC RATE	STATUTORY HOLIDAY PAY	VACATION PAY	TOTAL
4369.15999999 99999	131.08000000 00001	174.75999999 99999	4675

21.03(b) SECONDARY SCHOOL VICE-PRINCIPAL

BASIC RATE	STATUTORY HOLIDAY PAY	VACATION PAY	TOTAL
3872.65999999 99999	116.19	154.90000000 00001	4143.75

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21.04 The Board shall pay to an elementary school principal who is in charge of a continuing education summer school programme and to an elementary school Vice-Principal or Centre Principals the following rates of pay for carrying out their respective responsibilities:

21.04(a) ELEMENTARY SCHOOL PRINCIPAL

BASIC RATE	STATUTORY HOLIDAY PAY	VACATION PAY	TOTAL
2681.07000000 00002	80.4300000000 00007	107.25	2868.75

21.04(b) ELEMENTARY SCHOOL VICE-PRINCIPAL

BASIC RATE	STATUTORY HOLIDAY PAY	VACATION PAY	TOTAL
2383.19000000 00001	71.4800000000 00004	95.3299999999 99998	2550

21.04(c) ELEMENTARY SCHOOL CENTRE PRINCIPAL

BASIC RATE	STATUTORY HOLIDAY PAY	VACATION PAY	TOTAL
2383.19000000 00001	71.4800000000 00004	95.3299999999 99998	2550

21.05 A continuing education teacher, Principal or Vice-Principal (including Centre Principal) shall not be paid while absent from duties for any reason.

21.06 Other than as set out in this clause, the terms and conditions of this Collective Agreement shall not be applicable to continuing education teachers, Principals or Vice-Principals.

21.07 Notwithstanding clause 21.06, the grievance and arbitration procedures 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 XXI.

21.08 The Board and the Teachers agree that the employment of a continuing education teacher is conclusively deemed to be terminated upon completion of the course or class which the teacher was employed to teach or the date of cancellation of the course or class which the teacher was employed to teach.

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- 21.09 Notwithstanding clause 21.08, if a course which a continuing education teacher is employed to teach is cancelled on or after the first scheduled session of such course, the Board shall pay to such teacher the greater of (i) the amount of pay earned by the teacher for the course or class prior to its cancellation or (ii) \$200.00.
- 21.10 The Board shall forward to the Principals for posting in the schools a copy of any advertising for applicants for continuing education teachers before seeking external applicants. Such advertisements shall be posted in the schools for at least 10 days. The Board shall give preferential consideration to such internal applicants when hiring for courses or classes in those subjects which the teacher/applicant is currently teaching or has recently taught while in the employment of the Board.

ARTICLE XXII - DURATION OF AGREEMENT

- 22.01 This agreement shall be in effect from September 1, 1998 to August 31, 2000.
- 22.02 A copy of the collective agreement shall be distributed by the Board to each teacher.
- 22.03 A copy of the collective agreement shall be given to each teacher upon entering employment with the Board.
- 22.04 The cost of preparing and distributing the collective agreements shall be shared equally between the Unit and the Board.
- 22.05 The parties agree to apply the following formula when determining the number of new collective agreements to print:
- a) The number of teachers employed by the Board plus fifty percent (50%). Three percent (3%) of additional copies shall be provided to the Unit for their use.

APPENDIX A

TIE BREAKERS

If basic qualifications and seniority result in a tie then the following factors apply in this order:

1. York Catholic District School Board - The Board
Teaching experience in this Board after Ontario Certification
 - i) On a probationary or permanent contract
 - ii) Occasional teaching contract
2. Ontario Experience - After Ontario Certification
 - i) On a probationary or permanent contract
 - ii) On a verified occasional teaching contract
3. Canadian Experience - Verified teaching experience in another Canadian province after certification in that province.
4. Experience out of Country - Verified experience after certification outside of Canada.
5. QECO - Highest rating
6. Y.C.D.S.B. - Other experience
 - QUALIFIED HERITAGE - Extended Day
Experience in the Heritage Language Extended Day School Program while holding Ontario Teachers Certification (yrs and mths)
 - QUALIFIED SUPPLY TEACHING
The number of individual days, after certification, as recorded in payroll records.
 - NON QUALIFIED HERITAGE
Experience in the Heritage Language Extended Day School Program prior to holding Ontario Teacher Certification
 - NON QUALIFIED
Non qualified long term occasional and/or daily supply teaching or on a Letter of Permission.
 - EDUCATION ASSISTANT
7. Related Experience Granted under Board Policy 411
8. Qualifications - as recorded on the Ontario Teacher Record Card
 - i) Basic Qualifications
 - ii) Additional Qualifications

9. Degrees - Type, Level and Number
10. Other
 1. Practice teaching in York Region
 2. The date recorded in the first line of the probationary teachers' contract.

APPENDIX B

ONTARIO TEACHER'S FEDERATION POLICY REGARDING
THE EMPLOYMENT OF EDUCATIONAL ASSISTANTS

It is the policy of the Ontario Teachers' Federation:

That every person who is employed to fulfil an instructional role (as authorized by the Acts and Regulations) shall be qualified as a teacher and under contract as a teacher.

1. That the function of educational assistants is to assist the teacher.
2. That educational assistants shall assume no responsibility for any evaluation involving the school personnel, pupils or program.
3. That educational assistants shall be responsible to the Principal of the school.
4. That any teacher has the right to decline educational assistant services.
5. That educational assistants shall not be included in the calculation of student-teacher ratio.
6. That teaching functions which involve decisions regarding diagnosis of pupil difficulties, prescription of learning experiences, and evaluation of pupil progress are the exclusive domain of professional teaching staff.

APPENDIX C

EMPLOYMENT STANDARDS

PART XI - PREGNANCY LEAVE AND PARENTAL LEAVE

DEFINITIONS

35. In this Part, "parent" includes a person with whom a child is placed for adoption and a person who is in relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

"parental leave" means a leave of absence under subsection 38a(1);

"pregnancy leave" means a leave of absence under subsection 36 (1).

PREGNANCY LEAVE

36. (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

WHEN LEAVE MAY BEGIN

(2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

NOTICE

- (3) The employee must give the employer,
- (a) at least two weeks written notice of the date the leave is to begin; and
 - (b) a certificate from a legally qualified medical practitioner stating the expected birth date.

SPECIAL CIRCUMSTANCES

37. (1) Subsection 36(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

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- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin; and
 - (b) a certificate from a legally qualified medical practitioner that,
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

END OF PREGNANCY LEAVE IF PARENTAL LEAVE AVAILABLE

38. (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

END OF PREGNANCY LEAVE IF PARENTAL LEAVE NOT AVAILABLE

- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

END OF PREGNANCY LEAVE ON EMPLOYEE NOTICE

- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.

PARENTAL LEAVE

- 38a. (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following.
- (a) the birth of the child; or
 - (b) the coming of the child into the custody, care and control of a parent for the first time.

RESTRICTION ON WHEN LEAVE MAY BEGIN

- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

WHEN MOTHER'S PARENTAL LEAVE MAY BEGIN

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- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

NOTICE

- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

SPECIAL CIRCUMSTANCES

- 38b) (1) Subsection 38a(4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

WHEN LEAVE IN SPECIAL CIRCUMSTANCES BEGINS

- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

NOTICE

- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.

END OF PARENTAL LEAVE

- 38c) Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

CHANGE OF NOTICE TO BEGIN LEAVE

- 38d) (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
 - (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least two weeks written notice before the date the leave was to begin.

CHANGE IN NOTICE TO END LEAVE

- 38d (2) An employee who has given notice to end leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.

RIGHTS DURING LEAVE

- 38e (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

BENEFIT PLANS

- 38e (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

EMPLOYER CONTRIBUTIONS

- 38e (3) During the employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

SENIORITY

- 38e (4) Seniority continues to accrue during pregnancy leave or parental leave.

REINSTATEMENT

- 38f (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

REINSTATEMENT WHERE EMPLOYER'S OPERATIONS HAVE BEEN SUSPENDED ETC.

- 38f (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

WAGES

- 39f (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
- (a) the wages the employee was most recently paid by the employer; or
 - (b) the wages that the employee would be earning had the employee worked throughout the leave.

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NO DISCIPLINE, ETC. BECAUSE OF LEAVE

38g An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

APPENDIX D

JOB SHARING

The Unit agrees with the Y.C.D.S.B. to institute Job Sharing. Job Sharing will be subject to the terms and conditions outlined below:

NUMBER OF POSITIONS AND DISTRIBUTION:

- 1] 24 Full time positions shall be designated as Job Sharing positions.
- 2] The positions shall be distributed in the following manner:
 - i] a minimum of 3 positions shall be designated as elementary school positions (JK - Gr. 8).
 - ii] a minimum of 3 positions shall be designated as secondary school positions (Gr. 9 - OAC).
 - iii] a minimum of 3 positions shall be designated as specialized program staff (core resource, library, ESL, PACE, etc.)* (*designations to be determined) positions.
 - iv] a minimum of 3 positions shall be designated as positions of responsibility (dept. heads, co-ordinators and consultants, vice-principals, principals (in abeyance for the 1998-2000 agreement pursuant to letter of understanding # 5 re: Principals/Vice-Principals)
- 3] Notwithstanding the above, if there is a lack of application in any category so that the minimum placement cannot be reached, the Unit, together with the Board, shall reach an agreement as to the re- designation of those positions.
- 4] The remaining 12 non-designated positions shall be distributed on the basis of applications received and according to the procedures hereinafter set out.

ACCESS TO JOB SHARING POSITIONS:

Access to Job Sharing Positions shall be according to the following procedure:

- 5] Job Sharing will be restricted to teachers, other than probationary teachers, who at the time they apply have a full-time position.
- 6] In order to determine which positions are to be subject to job sharing, applications indicating a job shared type sought will be hierarchically arranged according to seniority and according to the limits and procedures set out in Articles 1-4 above. This procedure establishes the 24 positions to be job shared and the 24 senior job sharers.

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- 7] The Board shall post 24 positions available for job sharing in all work places where members of the Unit fulfil employment duties, inviting applications to share those particular positions according to the workload requested by the senior job sharer.
- 8] Applications for designated job sharing positions shall be considered on the basis of reverse seniority (juniority) position level available and qualifications to fulfil the positions. The Unit and the Board will agree in a formal meeting as to the job sharing pairs.

DURATION:

- 9] A job shared position shall have a duration of one contract year with an option for extension for another contract year if the parties to the job share both agree and the Board is notified of such request.
- 10] A job sharing assignment may only be extended to a third year with the approval of the Board.
- 11] No job sharing position shall exceed 3 contract years.

BENEFITS

- 12] i] The concept of Board supporting full time benefits would be limited to an additional 24 benefit packages.
- ii] Board's liability is limited to maintaining a no cost/low cost item.

FORMULA FOR BENEFIT SUPPORT:

Total full time gross salaries of Jobshare positions - Total gross salaries of Jobshare positions during Jobshare = Total Savings to Board.

Total Board saving / 24 = Average Board savings = Y

Total benefit liability = Cost of 48 jobshare benefit packages / 2

Average benefit cost =

$$\frac{\text{Cost of 48 jobshare benefit packages} / 2}{24} = X$$

When Y greater than or equal to X: Board pays full time benefits.

When Y is less than X: Board pays percentage of benefits equal to Y/X times 100.

WORKLOAD:

13] A regular job sharing assignment shall be a 50%/50% assignment, however any arrangement that does not exceed 66.2/3%/33.1/3% is acceptable.

RETURN FROM JOB SHARING:

14] Upon expiration of the job sharing assignment, the senior job sharer shall retain the position on a full-time basis. The junior job sharer shall be returned to the school of origin for the following year. For the purpose of designation the teaching assignment of the coming year, the returning teacher will be considered as having been in that school for the duration of the leave.

DATES:

15] To be mutually agreed to between the Unit and the Board.

TEACHERS CUMULATIVE SICK LEAVE PLAN AND RETIREMENT GRATUITY PLAN:

- 16] a) A participant will be granted 20 x 3/4 days at the start of the school in question.
b) Each participant will draw upon the days at the rate of one day for one day.
c) Each participant will have the number of days granted in (a) above counted on the "unexpended portion of the teacher's sick leave credits..." as follows:

N = the number of days unexpended

Y = the number of days expended

$$N = [(20 \times 3/4) - (Y \times 3/4)]$$

RECOGNITION OF YEARS OF EXPERIENCE

- 17] a) One year position sharing: Each participant will be granted one year's experience as if they had worked the entire 10 month period on a full time basis.
b) Two or Three Year Position Sharing
1) Each participant will be granted one year's experience as if they had worked the entire 10 month period in each year on a full time basis.
2) Each participant, at the end of the job sharing, will have a short year (5 months) should the participant work partial years in subsequent years.

APPENDIX E

DIVISIONAL CHAIR

QUALIFICATIONS

- (i) Teacher other than a probationary teacher
- (ii) On staff at the time of application
- (iii) Qualified to teach in the division

If, in special circumstances (e.g. new schools), no applicant meets the aforementioned criteria the representatives of the Unit and the Board shall discuss the circumstances and make recommendations.

APPENDIX F

TEACHER IN CHARGE

QUALIFICATIONS

- (i) Teacher other than a probationary teacher
- (ii) On staff at time of application
- (iii) Minimum of 4 years teaching experience

LETTER OF UNDERSTANDING (1)

**PROVISIONS TO HOLD
CERTIFICATION IN RELIGIOUS EDUCATION**

The Parties wish to go on record that philosophically they do not consider a teacher fully qualified as a Catholic Teacher to teach in a Roman Catholic school unless the teacher holds evidence of courses in religious education.

Vatican Council Declaration on Christian Education (page 646-647) states:

They (teachers) are, therefore, to be trained with particular care so that they may be enriched with both secular and religious knowledge, appropriately certified, and may be equipped with an educational skill which reflects modern-day findings. Bound by charity to one another and to their students, and penetrated by an apostolic spirit, let them give witness to Christ, the unique Teacher, by their lives as well as by their teachings.

RELIGIOUS EDUCATION CERTIFICATES

The described course for religious education now recognized by the Ministry (Parts, I, II and III) for credit purposes and recognized by Q.E.C.O. for salary purposes and developed for Catholic teachers by Catholic teachers, in conjunction with Catholic trustees, is recognized by this Board to be of primary importance for all teachers and principals.

For the duration of the collective agreement the Board shall reimburse any teacher who successfully completes Part I of the Ministry Religious Education course.

EQUIVALENT COURSE IN RELIGIOUS EDUCATION

Courses accepted as equivalent include any full university credit obtained since Vatican II (60 hours undergraduate or graduate) devoted entirely to the study of Scripture, Christian morality, or other aspects of Christian and Catholic theology. Requests for a statement of equivalency may be made at any time accompanied by documentation in writing, to the Director of Education. The decision will be made in consultation with the Coordinator of Religious Education.

LETTER OF UNDERSTANDING (2)

RE: L.T.D. PLAN

It is agreed that the Board will continue to administer the L.T.D. Plan on behalf of all employees of the Board who belong to the Plan. The Plan will be in the name of the Secretary/Treasurer of the Board in trust for all members of the Plan who will in fact be the owners of the Plan.

An advisory committee will be established to direct and make recommendations as to the administration of the Plan. All members of the advisory committee must belong to the Plan, and such committee shall consist of the following members to be elected each June:

- (a) three teachers appointed from the teaching participants in the Plan;
- (b) one member elected from secretarial and clerical participants in the Plan;
- (c) one member elected from the administrative and other academic personnel staff participants in the Plan; and
- (d) the Secretary/Treasurer of the Board, ex officio, as a non- voting member.
It is understood that the advisory committee shall have the following responsibilities:
 - (a) to establish a constitution for the membership of the Plan;
 - (b) to tender the Plan from time to time to ensure that the membership is enjoying the most favourable rates and conditions;
 - (c) to approve the disposition of dividends, if any, to the members annually, pro-rated and weighted on the most equitable basis;
 - (d) to approve changes to the Plan by way of improvement; and
 - (e) to submit an annual statement to the membership of the Plan.

The Committee shall, when there are matters to deal with, meet in September and May of each year.

LETTER OF UNDERSTANDING (3)

RE: PUPIL-TEACHER CONTACTS
SECONDARY SCHOOLS

The parties agree that:

- (i) By June 15, of each year, the Principal shall forward to the Staff Allocation Officer in each school designated by the Branch Affiliate a teacher assignment summary indicating the name, the student numbers by section in the tentatively scheduled class sections and the total PTC for the following school year.
- (ii) If, as a result of receiving the teacher assignment summary, the Staff Allocation Officer has any concerns about situations where the PTC guideline has been exceeded, the staff Allocation Officer, along with any Dean(s) and Teacher(s) involved may meet with the Principal to discuss the proposed staff allocation and means of resolving any perceived problems. Any such meeting shall take place by June 15th, or such other date as may be agreed to before the end of the school year.
- (iii) By September 15th, in the first semester and by February 15th in the second semester of the school year, the Principal may also be required to meet with the Staff Allocation Officer, along with any Dean(s) and Teacher(s) involved to discuss the staff allocations and means of resolving any perceived problems based on the actual class enrolment.

LETTER OF UNDERSTANDING (4)

LEAVE - UNIT EXECUTIVES FOR PROVINCIAL DUTIES

RE: ARTICLE 10.10(c)(i)

Notwithstanding the exclusion referred to in article 10.10(c)(i) of the collective agreement with respect to the executives referred to in article 10.14, it is understood and agreed that such executives, if on a half-time leave, may apply under the said article 10.10(c)(i) for up to three (3) half day leaves per school year for provincial duties.

LETTER OF UNDERSTANDING (5)

PRINCIPALS AND VICE PRINCIPALS

The parties agree that the following articles regarding the terms and conditions of employment of principals and vice principals are of no force or effect for the duration of the 1998 - 2000 collective agreement:

- 7.01, 7.02, 7.03, 7.03(a)(b)
- 8.01, 8.01(a)(b), 8.02
- 13.01 (only parts pertaining to Principals and Vice Principals)
- 21.01(a)(b), 21.04(a)(b)(c), 21.05 (only parts pertaining to Principals and Vice Principals), 21.06 (only parts pertaining to Principals and Vice Principals)

In the event that, during the term of this agreement, the *Education Act* is amended and principals and vice principals are returned to the Unit, all of the above clauses will become effective save and except those prohibited by law.

In the event that, during the term of this agreement, the *Education Act* is not amended so as to provide the return of the principals and vice principals to the Unit, the above listed articles or parts of articles, will be deleted from the Collective Agreement upon renewal of the 1998 - 2000 Collective Agreement, unless the parties agree otherwise.

LETTER OF UNDERSTANDING (6)

RE: SCHOOL STAFFING ADVISORY COMMITTEES

The parties agree to the suspension of letter of understanding (3) and article 14.08(d)(ii) during the 1999 - 2000 school year. In the place of staff allocation officers in the secondary panel, the parties agree to the establishment of School Staffing Advisory Committees at all school sites in both the secondary and elementary panels. School Staffing Advisory Committees shall be established on a trial basis as follows:

A) School Staffing Advisory Committees shall be established in every school by September 15 of each school year and shall hold its first meeting by September 30. School staffing advisory committees shall further meet on or about February 1 to begin to plan for the next school year. Further meetings shall occur as necessary.

B) Elementary School Staffing Advisory Committees shall consist of:

- i) the principal, who shall chair the committee,
- ii) any vice principals of the school,
- iii) a minimum of three teachers and a maximum of five teachers per school based on the following formula:

F.T.E. teachers less than or equal to twenty equals three teachers on committee;

F.T.E. teachers less than or equal to thirty equals four teachers on committee;

F.T.E. teachers greater than thirty equals five teachers on committee.

It is recommended that all divisions within each school are represented by at least one committee member. All members are to be elected by the teaching staff, and if not included in the aforementioned,

- iv) the O.E.C.T.A. School Representative.

C) Secondary School Staffing Advisory Committees shall consist of:

- i) the principal, who shall chair the committee,
- ii) the vice principal responsible for timetabling,
- iii) one department head elected by the school department heads by September 15,
- iv) two teachers as elected by the staff at a general staff meeting by September 15, and if not included in the aforementioned,
- v) one of the O.E.C.T.A. school representatives.
- vi) staff allocation officer

D) The function of the school staffing advisory committees shall be to advise the principal, within the parameters of the collective agreement, regarding:

- I) school staffing priorities;
- II) the development of the tentative staffing model for the following school year;
- III) teacher instructional workload distributions and instructional assignments arising from the distribution of staff within the school;
- IV) the school supervision arrangements, including lunch time supervision.

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The principal shall endeavour to provide the appropriate information and shall provide the secondary teacher assignment summaries (staff utilization lists) to the committee members prior to the committee meeting. To allow all committee members to be prepared it would be advantageous to have the information at least one day prior to the meeting.

The parties shall review the effectiveness of the School Staffing Advisory Committees at the end of May 2000 in order to determine whether to continue the committees. In the event both parties wish to continue the committees, article 14.08(d)(ii) and letter of understanding (3) will become null and void and shall be deleted during the next round of negotiations for the renewal of the collective agreement. The above noted language on School Staffing Advisory Committees shall at the same time be incorporated into the collective agreement.

The staffing procedures outlined in Article XIV shall, for this collective agreement, be monitored pursuant to this letter of understanding. In the event that the language of this letter of understanding is incorporated into the collective agreement then the School Staffing Advisory Committees shall monitor the staffing procedures outlined in Article XIV.

Notwithstanding the above, the Unit does not relinquish any rights pursuant to the Collective Agreement, including but not limited to Article 2.01.

LETTER OF UNDERSTANDING (7)

RE: BOARD ON-LINE SERVICES

In consideration of the Board providing the Association with access to the Board's e-mail and Internet access service, the Association agrees to reimburse the Board for all costs arising out of their connection to and use of these services. The Association agrees to abide by the Board's parameters on acceptable use of all software applications.

LETTER OF UNDERSTANDING (8)

RE: PART TIME TEACHERS

- I) Teachers interested in part time assignment may request in writing to the Superintendent of Human Resources before the transfer date of February 28. Approval will be dependent upon the availability of non-classroom and classroom positions.
- II) If a secondary school teacher wishes to teach only one semester in a particular school year, then an unpaid leave of absence, in accordance with article 11.01, must be requested in writing prior to the transfer date of February 28. Each request is subject to Board approval. For the purpose of assignment in the subsequent year, the teacher will be deemed to have remained in the school during the leave of absence and placement is subject to article 18.05.
- III) Teachers presently teaching part time may apply in writing for full time positions. The request shall be granted provided that the request is received by the Superintendent of Human Resources before February 28.
- IV) In situations where financial circumstances change, the time line may be exempted.
- V) The Unit shall be provided on or before April 30th with a list of the people who requested part time placements including location.

LETTER OF UNDERSTANDING (9)

RE: NO REPRISALS OR RECRIMINATIONS

The Board agrees that no reprisals or recriminations shall occur as a result of a teacher's involvement in the local legal strike.(commencing September 8th and ending September 29th, 1998)

LETTER OF UNDERSTANDING (10)

RE: EMPLOYEE ASSISTANCE PLAN

The Teachers will provide and fund an Employee Assistance Plan for all Board employees for a two year period commencing January 1, 1998.

LETTER OF INTENT (1)

RE: PREPARATION TIME - ELEMENTARY SCHOOLS

The introduction or expansion of program(s) may provide the opportunity to provide additional preparation time to the classroom teacher staff in the elementary school under the jurisdiction of the Board.

It is the intent of the Board to distribute the additional preparation time, which may become available, in an equitable manner to the classroom teaching staff as far as such time may be distributed, commencing with those teachers having the least amount of preparation time. Such distribution shall be in periods of not less than 10 minutes a day.

LETTER OF INTENT (2)

RE: PREPARATION TIME - ELEMENTARY SCHOOLS

It is not the intent of the Board to limit preparation time to 20 minutes per day. Available time within the school instructional day which can be used to provide additional preparation, planning and evaluation time shall be allocated by the principal for this purpose, if possible.

LETTER OF INTENT (3)

RE: STAFFING PROCEDURES

It is understood that in advance of releasing the elementary and secondary staffing procedures to the system, the Board will meet with OECTA prior to April 1st, to attempt to determine the procedures to be followed for the next school year.

LETTER OF INTENT (4)

RE: STUDENTS WITH SPECIAL NEEDS

Whereas the parties agree that students with special needs are better served when they can receive more of the teachers time, attention and energy and in keeping with Article 14.06(a) and (b); The parties agree, at the request of either, to meet, discuss and arrive at solutions to, problems arising in the application of clauses 14.06(a) and (b).

LETTER OF INTENT (5)

RE: REDUNDANT TEACHERS

The parties agree that where a teacher is declared redundant, the Board will follow the provisions in the Occasional Teachers Collective Agreement regarding occasional teaching.