

**1998-2000**

**COLLECTIVE AGREEMENT**

**between**

**SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD**

**(hereinafter called "the Board")**

**and**

**THE MEMBERS OF THE LOCAL BARGAINING UNITS OF  
THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION UNIT SIMCOE**

**(hereinafter called "The LBU's")**

**September 1, 1998 to August 31, 2000**

## **DEFINITIONS**

1. The term "Teacher" as used in this Agreement shall mean a Part X. I Teacher as defined in the Education Act employed to teach but excludes occasional Teachers.

2. Seniority shall be defined as follows:

Board Experience:

Shall mean the length of continuous service in the bargaining unit with the Board, or a predecessor Board(s), from the most recent date of hire. For the purpose of this Article, " continuous service" shall include being on the recall list, exchange teaching, loan to DND, Association Leaves, and any and all leaves taken with the approval of the Board, including leaves for lengthy illness, and shall be maintained should the individual return after resignation from the Board.

Years Experience:

Total years of teaching earned in any province or territory of Canada while certified as a Teacher and while employed as a Teacher will be credited up to the grid maximum for new Teachers hired by the Board. This includes occasional or supply teaching done for the Simcoe Muskoka Catholic District School Board (and predecessor Boards) in blocks of twenty (20) or more consecutive full teaching days.

A Teacher may acquire recognized teaching experience from a number of sources as described in this agreement. The total accumulated experience for seniority, grid placement or any other purpose under this agreement shall not exceed 1.0 year for each twelve month period.

A Teacher, or the LBU's may question the accuracy of the placement on the seniority list, within twenty (20) teaching days of the posting of the seniority list, and furnish the Board with a written copy of the notification, failing which, the Teacher, and the LBU`s, shall be deemed to have accepted the placement on the seniority list.

3. A "vacant" teaching position is in effect a vacancy created by resignation, retirement, death or dismissal.

4. In this Agreement, wherever there is a reference to a statute, unless the contrary is specifically stated, the Agreement shall be interpreted to refer to the version of the statute which is currently in force and includes any subsequent amendments or successor legislation. Without restricting the generality of the foregoing, the following definitions shall apply:

Labour Relations Act means the Labour Relations Act, 1995, S.O. 1995, c. 1, Sch. A, as amended, and includes any subsequent amendments or successor legislation.

Education Act means the Education Act, R.S.O. 1990, c. E. 2, as amended, and includes any subsequent amendments or successor legislation.

School Boards and Teachers Collective Negotiations Act means the School Boards and Teachers Collective Negotiations Act, R.S.O. 1990, c. S. 2, as amended, and as it read immediately before its repeal.

Employment Standards Act means the Employment Standards Act, R.S.O. 1990, c. E. 14, as amended and includes any subsequent amendments or successor legislation.

Constitution Act 1867 means the Constitution Act, 1867, as amended and includes any subsequent amendments or successor constitutional legislation.

5. Local Bargaining Unit (LBU) - a Teacher's bargaining unit described in subsection 277.3(1) 1 & 3 of the Education Act and is composed of every Part X. I Teacher.

**ARTICLE I - PURPOSE AND SCOPE**

1:01 It is the intent and purpose of the Parties to maintain a harmonious relationship between the Board, each Teacher and the LBU's and to cooperate to the fullest extent in an endeavour to provide the best possible educational services. 1:02 It is the desire of the Parties to set forth in this Agreement certain terms and conditions of employment together with the salaries and allowances which govern the Teachers covered by this Agreement. 1:03 The terms of this Agreement shall be applicable to all Teachers employed by the Board.

**ARTICLE II - DURATION AND RENEWAL**

2:01 This Agreement shall supersede all previous such Agreements and shall be effective on and after the 1st day of September 1998 and shall continue in force until the 31st day of August 2000.

2:02 The renewal of this Agreement shall be in accordance with the provisions of the Labour Relations Act as they may be modified by the Education Act.

2:03 In accordance with Section 59 (2) of the Labour Relations Act, either Party to this Agreement may give written notice to the other Party by March 30th of the calendar year in which this Agreement expires, of its desire to negotiate with a view to the renewal of the Agreement. The Parties agree to meet for the purpose of negotiating renewal of the Agreement within fifteen (15) days of such notice being given.

2:04 The LBU 's shall ensure that there be no strikes and the Board shall ensure that there shall be no lockouts during the currency of this agreement.

2:05 For the purposes of clause 2:04, "strike" and "lockout" have the same meaning as under the Labour Relations Act as interpreted by the Ontario Labour Relations Board.

**ARTICLE III - RECOGNITION**

3:01 The Board recognizes OECTA as the exclusive bargaining agent for all Teachers.

**ARTICLE IV - MANAGEMENT RIGHTS**

4:01 The Branch Affiliates recognize that the Board has the right, duty and responsibility to provide, operate and manage the schools under its jurisdiction in accordance with the Education Act, the prescribed Regulations thereunder, and all other applicable statutes.

4:02 The Board reserves the right to discipline and/or dismiss for just cause, subject to appeal through the grievance procedures of the Collective Agreement.

4:03 The Board has all the rights and privileges enjoyed by Roman Catholic Separate School Boards under the Constitution Act 1867, the Education Act and the Charter of Rights and Freedoms.

4:04 Nothing in this Agreement shall be construed to adversely affect the denominational rights or privileges of the Board or of its supporters enjoyed under the Constitution Act 1867, the Education Act and the Charter of Rights and Freedoms.

**ARTICLE V - UNION DUES**

5:01 Effective September 1, 1998, the Board shall deduct from the pay of each Teacher who is within the scope of this Agreement, 20 equal instalments for the fees established by the LBU, including any local levy. The LBU shall advise the Board in writing of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-laws of O.E.C.T.A. The Board shall remit the total amounts deducted to the Ontario English Catholic Teachers Association within 30 working days.

5:02 O.E.C.T.A. shall indemnify and save the Board harmless against any claim or liability arising out of the application of Article V , or 12:09.

**ARTICLE VI - PROBATIONARY PERIOD**

6:01. a) A Teacher hired by the Board shall have a one year probationary period.

b) Those Teachers hired for or during the school year 1997 1998, who are on a two year probation, shall remain on probation until the end of January 1999.

c) If the total number of Teachers hired in a given school year exceeds 10% of the total number of Teachers on the preceding February 15, the -probationary period for Teachers may be extended by the Director for a period of up to five working months.

d) Probation for an individual Teacher may be extended for up to a year by the Director for cause.

6:02 The probationary period shall be calculated:

a) without counting any leaves of absence in excess of 20 working days, taken for any purpose;

b) for a part-time new Teacher (less than half time), as two years

0 for an experienced part-time Teacher, as one year.



## **ARTICLE VII - BENEFITS**

### 7:01 Group Insurance Coverage

Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board shall assume the undernoted contributions to the Plans, based upon full time employment of Teachers eligible to enrol in such Plans. Teachers employed on other than a full time basis shall have these percentages prorated to coincide with conditions of contract.

7:02 The agreement to pay the cost, in whole or in part, of a group benefit plan, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group plan to any Teacher should the insurer fail or refuse to pay or provide same, in whole or in part.

7:03 The Board's share of the premiums will be 95% for the following group plans:

A. Group Life - \$25,000 and \$50,000.

Teachers may choose coverage beyond \$50,000 in multiples of \$25,000, up to \$ 150,000, at their full premium cost.

B. Extended Health Care

Single or Family plans with eyeglasses at \$200 every two years, and hearing aids/devices at \$500 every three years.

C. Dental Insurance

Single or Family plans - Preventative Part A, Restorative Part B, Orthodontic Part C. The Board contributes 95% to the premium of Parts A and B. The Board will administer Orthodontic Part C and the full cost of the additional premium shall be borne by the Teacher.

7:04 Notwithstanding that the Mutual Life Assurance Company of Canada is currently providing the plans indicated in 7:03 above, the Board, with prior LBU consultation, may choose any other agent to provide similar plans providing that no loss of benefits is incurred and that the premium costs are advantageous to the Board.

7:05 The remaining portions, and/or full cost of premiums as the case may be, of the plans listed in 7:03 above shall be paid by the Teachers by means of equal payroll deductions.

7:06 Coverage for new Teachers who choose to participate will begin as soon as possible after the date of commencement of employment as stated on the Teacher's letter of hire.

7:07 Coverage for Teachers currently enrolled in any of the above mentioned plans listed under 7:03 may be continued during authorized periods of Leave of Absence at the discretion of the Teacher. The Teacher will pay the full premium cost of these plans, except the Board will maintain its share of the premium as detailed in Articles 7:01 and 7:03 for Teachers on pregnancy/parental and adoption leaves. It shall be the responsibility of the Teacher to make satisfactory arrangements with the Board Office for premium payments two (2) months in advance of the commencement of Leave of Absence unless, due to the urgency of the matter, the Teacher is unable to do so.

### 7:08 Long Term Disability

Conditions of this benefit are as follows:

A. The Board will administer the plan.

B. The premium costs are the sole responsibility of the Teacher. Said premium will be deducted in accordance with Article 7:05.

C. The LBU's of OECTA shall co-operatively elect the plan and the carrier but will give six month's notice to the Board of any changes they intend to undertake.

D. All new Teachers employed by the Board will automatically be included in the Long Term Disability Plan. Teachers may opt out by written notification to the Payroll Department. Deducted premiums are non-refundable.

#### 7:09 Sick Leave Credits

A. The sick leave credit system is established and administered by the senior business official.

B. The Board shall keep a register or registers in which shall be entered the credits, the accumulated credits, and the deductions therefrom. A statement of accumulated sick leave credits shall be issued annually in September to each Teacher.

C. The Board will place to the credit of the Teacher, any accumulation of sick leave earned with previous boards.

D. The Board agrees to register the Cumulative Sick Leave Plan with the Canada Employment and Immigration Commission and to apply for a premium reduction on an annual basis,

E. The Board further agrees to transfer an amount equivalent to five-twelfths (5/12) of the savings realized on the E.I. reduction, to the Teacher either to reduce the Teacher premium costs of group plans or as a benefit in cash, or as otherwise directed by the executive of the LBU's as duly authorized by the members.

F. At the beginning of each school year, each Teacher's sick leave account shall be credited with the total current school year's sick leave allowance at the rate of two (2) days per calendar month for the school year of ten (10) months from September 1.

G. Where a Teacher commences employment after September 1st of any year, his/her annual statutory sick leave credits will be calculated on a pro rata basis.

H. Where a Teacher is employed on less than a full time basis in any year, her/his annual statutory sick leave credits will be calculated on a pro rata basis.

I. After the statutory sick leave has been used in any school year, each Teacher shall receive pay under the plan for absence caused by sickness, physical and/or mental disability to the amount of his/her accumulated sick leave credits.

J. All of the unused sick leave credits will be transferred at the end of the school year to the Teacher's accumulated sick leave credit.

K. When Teacher absences require deduction from the sick leave register, deduction will be made in the following order:

a) from present year's credit

b) from previous year's credit earned with this Board

c) from previous credit earned with previous board(s) and transferred to this Board.

L. If, because of absence, a Teacher's cumulative sick leave credit has been reduced, it may be built up again in subsequent years.

M. The maximum number of days allowable for accumulation shall be 250.

N. Every Teacher who is absent because of sickness shall notify his/her principal or the Board office of his/her absence and of the probable date of return.

O. i) The Board, may require a Teacher to submit a certificate from a qualified medical or dental practitioner to justify an absence, due to illness, of three or more consecutive working days, or for a shorter period, if in the opinion of the Director such action is necessary.

ii) Any abuse of the Sick Leave Plan shall be brought to the attention of the Director of Education by the principal.

iii) A Teacher cannot be expected to retroactively seek a certificate from a medical practitioner after they have returned to work following their illness.

P. In the event of the re-employment by the board of a teacher, the Board shall reinstate the accumulated sick leave credit held by the Teacher on that Teacher's resignation, provided that; (i) the Teacher has not had intervening employment which interrupted the continuity under which sick leave credits are accumulated, and (ii) the period when the Teacher was not employed by the Board does not exceed two (2) years from the date of resignation.

#### 7:10 Workers' Compensation

When a Teacher is approved to receive payments from the Workers' Safety Insurance Board the following shall apply:

- A. The Teacher shall cause the benefit payments to be remitted to the Board.
- B. If Revenue Canada continues to not require the reporting of Workers' Compensation payments for income tax purposes, the Board shall pay to the Teacher a salary calculated so that the net total of basic salary, including allowances if applicable, and the Workers' Compensation payment for any pay period does not exceed the normal net salary for the same pay period.
- C. In the event that Workers' Compensation payments become subject to income tax, the Board shall pay the Teacher at the full rate of pay, including allowances.
- D. The Teacher shall receive the full net salary as calculated in B or C above for the duration of the Workers' Compensation benefit entitlement if the Teacher continues to have accumulated statutory sick leave credits. When a Teacher's statutory sick leave credit is exhausted the Teacher shall receive only the Workers' Compensation benefits applicable to the claim.
- E. The difference between the Teacher's normal salary and the Workers' Compensation payments shall be deducted from the Teacher's statutory sick leave credits on a pro rata basis in accordance with Article 7:09 K.

#### 7:11 Leave of Absence

Application for leave under this section shall be through the Principal or in his/her absence, the Vice Principal.

##### A. Leave Without Loss in Pay or Deduction from Cumulative Sick Leave.

Each Teacher is eligible to receive and at his/her discretion will have:

1. Up to five (5) consecutive days due to the death of a spouse, child, parent, brother, or sister.
2. Up to three (3) consecutive days due to the death of a father-in-law or mother-in-law.
3. Up to one (1) day to attend the funeral of a relative or friend not covered in Section I and 2 above.
4. Up to one (1) day in the event of serious illness of any person specified in Section I and 2 above.
5. Up to one (1) day for the purpose of writing a university examination and/or attending personal graduation exercises when either is scheduled on a school day.
6. Up to two (2) days when a child is born or adopted into the immediate family. Such days shall be taken within the first two weeks of birth or adoption.

##### 7. Discretionary Leave

The Director of Education or the Superintendent of Schools concerned or in her/bis absence, any other Board Supervisory Officer, may in his/her discretion extend any of the leaves as outlined in 5:11, or grant leave in special or compassionate circumstances.

8. When a Teacher is required to be absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, or is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his or her duties, any fees received shall be turned over to the Board, exclusive of travelling allowances and living expenses.

9. As it is the policy of the Simcoe Muskoka Catholic District School Board that school staff members be supported by the Board in situations arising out of an assault (actual or threatened, including verbal, emotional or physical) upon their persons sustained in the course of their duties, such a Teacher shall be granted time off without deduction in pay or sick leave in seek legal advice.

##### B. Leave Without Loss in Pay

The Board shall grant a leave of absence without loss of salary to a Teacher required to be absent for personal reasons beyond the control of the Teacher, not stipulated in Article 7:11 A. Such leave shall not exceed one day per school year and such leave shall not be granted to extend holiday periods.

#### 7:12 Pregnancy/Parental Leave

Pregnancy, Pregnancy/Parental, and Parental Leaves shall be granted in accordance with the Employment Standards Act.

A. The need for professional co-operation is recognized as stated in Article XXIII, Clause 23:01.

B. A Teacher shall notify the Board in writing, as soon as possible, of the desire to take a leave in accordance with The Employment Standards Act, stating the expected date of delivery and duration of leave.

C. Sick Leave Credit can not be deducted while a Teacher is on a statutory Pregnancy, Pregnancy/Parental, or Parental Leave.

D. There shall be no loss in teaching experience credit for increment purposes, for a Teacher who takes a pregnancy/parental leave for up to the thirty-five (35) weeks allowed under the legislation. There shall be no loss in teaching experience credit for increment purposes for a Teacher who takes a parental leave for up to the eighteen (18) weeks allowed under the legislation.

E. During an approved Pregnancy and/or Parental Leave of up to thirty-five (35) weeks, or a Parental Leave of up to eighteen (18) weeks, the Board will continue to pay its share of the premiums for benefit plans listed in 7:03 for which the Teacher is enrolled, unless written notification to the contrary is received by the Manager of Payroll and Benefits at least ten (10) working days prior to commencement of leave.

F. Teachers requesting a Pregnancy and/or Parental Leave beyond the thirty-five (35) weeks allowed under the legislation. or a Teacher requesting a Parental Leave beyond the eighteen (18) weeks under the legislation shall:

1. be responsible for the full cost of premiums of their benefits.
2. advise the Manager of Payroll and Benefits in writing in accordance with Article 7.07 the benefits they wish continued during this period.
3. not be given experience credit for that time period.

G. If at the request of the Board, a Teacher extends a Pregnancy and/or Parental Leave beyond the thirty five (35) weeks or a Parental Leave beyond the eighteen (18) weeks, the Board will continue to pay its share of the premiums for the benefit plans listed in 7:03 for which the Teacher is enrolled, experience credit for increment purposes will be granted for the period of extension of the leave.

#### 7:13 Adoption Leave

A. Adoption Leave shall be equated to statutory Pregnancy/Parental Leave with regard to return to position, benefits and experience credit, for increment purposes, except that the length of leave will be eighteen (18) weeks maximum as provided in the legislation. Article 7:12 D. with necessary modifications will be applicable should a Teacher take an adoption leave beyond the eighteen (18) week maximum.

B. Leave shall be available to a Teacher who adopts a child. Prior notification of at least three (3) months shall be given to the Board of the intent to adopt on the understanding that it may be necessary for the Teacher to commence leave immediately when the child becomes available. Duration of adoption leave shall be in accordance with the policy and/or procedures of the adoption agency. Said policy and/or procedures shall be made available to administration upon request.

C. Teachers granted an adoption leave on very short notice have the responsibility to advise and pay their share of premium of plans listed in Article 7:03 in which they are enrolled.

#### 7:14 E.I. SUB Plan

Effective upon receipt of approval of the Employment Insurance Commission, the Board will provide a weekly benefit payable for the two week waiting period at a weekly rate equal to 100% of the Teacher's normal weekly earnings providing the Teacher complies with the conditions in the SUB Plan and a loss of earnings has occurred.

#### 7:15 Unpaid Leaves of Absence

A. The Director of Education, or in his/her absence, the Superintendent of Schools, may grant leaves of absence for the following:

1. Up to one (1) year for study at an accredited University.
2. Up to one (1) year for health reasons.

3. Up to two (2) years for overseas teaching with the Department of National Defence.

4. Up to two (2) years for teaching with Canadian University Service Overseas.

B. The Director of Education, or in her/his absence the Superintendent of Schools concerned, shall grant, when requested, leave of absence for up to one (1) year in concert with or addition to Child Birth Leave or Adoption Leave providing the Teacher's return from leave coincides with a semester change or school term.

C. Discretionary Leave

The Director of Education, or in his/her absence the Superintendent of Schools concerned, may extend a leave of absence or grant leave in special or compassionate circumstances.

7:16 LBU Funded Leaves

A. Upon written request from the LBU, up to two (2) Teacher(s) of that LBU, who has completed the probationary period and who does not hold a position of responsibility, will be granted a half time leave of absence or other suitable arrangement acceptable to the LBU and to the Board for the next school year.

B. Where the Teacher holds a position of responsibility, for which an allowance is payable under the terms and conditions of this agreement, and has completed the probationary period with the Board, the Board may grant such leave or approve alternate arrangements acceptable to the LBU and to the Board for the next school year.

C. Requests for LBU Funded Leaves as in this Article must be submitted to the Board for approval before May 30th preceding the school year in which the leave is to take effect.

D. While on such leave the Teacher will continue to earn experience credit or increment purposes and continue to receive all benefits that the Teacher would have otherwise received under the terms of the current collective agreement.

E. The Teacher negotiators for the LBU shall be granted, under this section, without loss of salary or deduction from sick leave, up to a combined total of 20 Teacher absent days in any one school year. Such leave, to be taken in whole or half days, shall be in consultation with the Superintendent concerned.

F. 1. The LBU shall reimburse the Board at the end of December and end of June of each school year for the total cost of salary and benefits of the Teachers on leave under 7:16 A.

2. The LBU shall reimburse the Board monthly for the cost of the supply Teachers hired to provide the LBU Leave under 7:16 E.

7:17 Board Funded Administrative Leaves

a) The Board may grant leave, without pay, to a Teacher to assume a position of Acting Principal or Acting Vice-Principal.

b) The leave shall be for one year maximum, except as agreed upon by the LBU's through the Local President.

c) The leave shall not be used to fill any particular acting position for more than one year's duration.

d) The leave shall not be in conjunction with leave under Article 10:01 Acting School Administrator.

e) For each leave granted, the Board will provide 2% of release time costs incurred under 7:16 F. 1.

f) While on such leave the Teacher will continue to earn experience credit for increment purposes.

7:18 Absence due to Inclement Weather/impassable Road Conditions

A. No deduction of salary or sick leave will be made if weather conditions make it impossible, in the opinion of the Teacher, to reach their assigned school. The Teacher shall make an effort to reach the nearest school within the jurisdiction, of this Board if they feel it is safe to do so. The Principal must be notified as early as possible on that day.

B. In the event that road and/or weather conditions improve, the Teacher shall proceed to his/her assigned school.

C. Where there is clear evidence of non-compliance with A and B above, the Superintendent of Operations, in consultation with the principal, shall determine if the day's absence shall be deducted from salary.

#### 7:19 Sabbatical Leave

A. Definition - Sabbatical leave shall mean one year leave of absence granted by the Board on application by a Teacher for the purpose of post graduate study and/or research acceptable to the Board. All applications to be presented to the Director by January 15th of any year.

B. Eligibility - Any Teacher who has five (5) or more years of continuous service at the time of application, within the jurisdiction of the Board.

C. The Board will grant a minimum of one (1) Sabbatical Leave per two (2) year cycle provided an application has been made and has been recommended to the Board.

D. The salary while on Sabbatical Leave shall be 75% of the salary the Teacher would have received if teaching for the Board.

1. A Teacher who is granted sabbatical leave shall give an understanding in writing to return to her/his duties following expiration of his/her leave and shall not resign or retire from teaching service with the Board other than by mutual agreement between the Board and the Teacher for a period of at least two (2) years after resuming his/her duties. Where the Board does not excuse the Teacher from these obligations, the Teacher shall refund the Board those monies paid while on sabbatical leave prorated by the term not completed.

2. A Teacher granted sabbatical leave is entitled to a year's teaching experience credit and increment in accordance with the approved salary grid.

#### F. Benefits

The Board will continue to pay its share of the selected benefits while the Teacher is on Sabbatical Leave.

#### 7:20 Deferred Salary Leave Plan

##### A. Description

The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a one year leave of absence with pay by spreading four (4) years salary payments over a five (5) year period.

##### B. Eligibility

1) Any Teacher having three (3) or more years of service with this Board at the time of application and holding a permanent contract with the Board may apply to participate in the Plan.

2) Teachers who are contemplating retirement within seven (7) years are advised to study carefully the implications on their pensions before participating in the Plan.

##### C. Application

1) A Teacher must make written application to the Director of Education on or before the 31st day of December requesting permission to participate in the Plan commencing the following school year.

2) Written acceptance or denial of the Teacher's request with explanation will be forwarded to the Teacher by April 1st in the school year the original request is made.

##### D. Payment Formula and Leave of Absence

The payment of salary, Teacher benefits and timing of the one year Leave of Absence shall be as follows:

1) During the first four (4) years of the Plan, a Teacher will be paid eighty (80) percent of his/her annual salary and applicable allowances. The remaining twenty (20) percent will be accumulated and this amount plus any interest earned shall be retained by the Board to finance the year of leave.

2) The sums deducted in accordance with subsection D. 1. shall be retained by the Board and shall accumulate interest at the prevailing rate and time schedule extended to the Board by its Bank.

3) The Teacher's benefits will be maintained by the Board during the initial four (4) years of the Plan in accordance with Article V of this Collective Agreement and as if the employee was being paid one hundred (100) percent of her/his salary. During the actual year of absence the Board will maintain the Teacher's benefits but only where the

4) The leave of absence shall be taken in the fifth year of the plan only. Under special circumstances, exceptions may be granted by the Board.

E. 1) Sick leave and Retirement Gratuity Credits will not accumulate during the year spent on leave, but will be reinstated on return.

- 2) A Teacher participating in the plan shall not be eligible upon return to duty for any increase in salary and benefits that would have been received had the one year leave of absence not been taken. There shall be no break in service because of the leave.
- 3) A Teacher declared redundant while enrolled in the plan will be required to withdraw from the plan.
- 4) Statutory deductions will be made as required by legislation.  
In addition, pension and union dues will be deducted in accordance with established rules and regulations.
- 5) In the event that a suitable replacement cannot be found for a Teacher who would otherwise be granted a leave, the Board may defer the leave for one year by so advising the Teacher prior to April 1st preceding the school year the leave was scheduled.
- 6) Should a deferral result in a leave being taken past the fifth year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate until the leave is granted.
- 7) A Teacher may withdraw from the plan voluntarily any time prior to January 31st preceding the year the leave was to be taken.
- 8) In cases of a voluntary withdrawal, the Board reserves the right to charge administrative cost to the Teacher to a maximum of \$ 100 per year.
- 9) In cases of a withdrawal, the Teacher will be repaid all monies owing to him/her within sixty (60) days of his/her decision to leave the Plan has been received by the Board. Monies owing will be those funds held in trust minus statutory deductions, pension and union dues adjustments.
- 10) Should a Teacher die while enrolled in the Plan, any monies owing will be paid to the employee's estate.
- 11) Each Teacher wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

**7:21 Position on Completion of Leave**

- A. Teachers granted Pregnancy, Parental, or Adoption leaves under Articles 7:12 or 7:13 which both commence and end within the same school year, shall be returned to their previous position at their previous school.
- B. Teachers returning from leave in September, or returning after any other leave of longer duration than covered in Article 7:21 A, and granted under terms and conditions as set elsewhere in this Agreement, will be returned to their previous position. If in the opinion of the Director of Education, or the Superintendent of Schools concerned it is not possible to return the Teacher to her/his previous position, the Teacher shall be returned to a comparable position in the municipality where he/she was previously employed. The provision of Section XXIII may apply.
- C. Teachers returning from a Board Funded Administrative Leave as defined in 7:17 shall be placed in a teaching position at the discretion of the Director of Education. Such placement shall not result in the creation of a redundancy.

**7:22 Gratuity**

A. A Teacher having a minimum of ten years' service within the jurisdiction of this Board and who is no less than 6 months from the date at which they would be retired within the meaning of the Teachers' Pension Plan Act shall be paid a gratuity based upon the following calculation:

<b>Years of Service</b>	<b>% of Accumulated Sick Leave Credits x 1/200 of Annual Salary at Date of Retiring</b>
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	19

19	21
20	23
21	25
22	27
23	29
24	32
25	35

Notwithstanding the above, the Board may at its sole discretion grant a gratuity in compassionate circumstance.

- A. 1. Broken service prior to September 1, 1977 shall not be considered under this clause. However, broken service for Teachers shall be recognized subsequent to September 1, 1977.
- 2. Child Birth Leave and Adoption Leave and Leave of Absence will not interrupt service but at the time shall not count as part of the years of service.
- 3. Accumulation of sick leave credits in excess of 200 days shall not count for gratuity purposes.
  - B. In the event of the death of a Teacher or before recovering the full benefits of the accumulated sick leave, such remaining benefits shall be paid to her/his estate.
  - C. All benefits provided shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the Teacher and the Board.
  - D. In the event of the death of the Teacher previous to ten years' service within the jurisdiction of this Board, any gratuity would be at the discretion of the Board.
  - E. Any Teacher employed and eligible under the Gratuity Plan of CRCS Orillia and CRSSS Alliston, prior to June 30, 1969, will be exempt from wording "and who is no less than 6 months from the date at which they would be retired within the meaning of the Teachers Pension Plan Act, " in qualifying for above plan. No new Teachers will be granted this privilege.
  - F. It is recognized that Teachers presently on staff in Orillia and Alliston prior to June 30, 1969 have the right to gratuity as provided by the agreements prior to January 16, 1969.



## **ARTICLE VIII - SALARY SCHEDULE**

8:01 Total years of teaching earned in any province or territory of Canada while certified as a Teacher and while employed as a Teacher will be credited up to the grid maximum for new Teachers hired by the Board. This includes occasional or supply teaching done for the Simcoe Muskoka Catholic District School Board (and predecessor boards) in blocks of twenty (20) or more consecutive full teaching days.

A Teacher who has taught in this system while on a duly authorized exchange, if hired, will be given experience credit for increment purposes for such teaching time.

8:02 Experience credit for increment purposes is earned on the basis of the number of days paid divided by the actual number of school days, rounded to the nearest tenth.

8:03 For the current school year, no Teacher shall receive a salary less than which he/she earned exclusive of any allowances while teaching for this Board during the previous school year providing that the percentage of time worked has not changed.

### 8:04 Pay Equity Plan

The following details are taken from the approved plan developed in accordance with the Pay Equity Act 1987, and agreed to by the Teachers and the Board, June 26, 1991.

A. Effective January 1, 1993 Teachers in Classroom Job Classes D, C and B will be classified as Teachers in Classroom Job Class AO and paid salary as detailed on the grid as set out in Article 8:05 B.

B. On January 1, 1993 a Teacher who was formerly in Category D, C or B shall move to the actual experience step in Category AO but shall not move beyond the Penultimate experience step of Category AO except as follows:

1) a Teacher who has under the terms of the Board's Collective Agreement, qualified to move to category A 1, A2, A3, or A4, shall do so,

OR

2) a Teacher who has successfully completed the course requirements listed in 2(b)(i), (ii) or (iii) shall move to the ultimate step of Category AO in keeping with the terms of Teachers' Collective Agreement, Article 9:01. No acceptable course shall be included which has been used in any way whatsoever by the Teacher for their category ranking or other salary purposes under the terms of the Board's Collective Agreement. Movement shall take place as follows:

(i) in the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category B, 5 acceptable courses, at least 4 of which must have been completed since January 1, 1990.

(ii) in the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category C, 7 acceptable courses. at least 5 of which must have been completed since January 1, 1990.

(iii) in the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category D, 9 acceptable courses, at least 6 of which must have been completed since January 1, 1990.

3) Acceptable courses shall be defined as university courses, or Ontario Ministry of Education courses, used for category placement under the terms of the Board's Collective Agreement with the LBU's.

C. Category AO is calculated by using 92% of Category A I for years 0 - 10 and the Ultimate Step at 95% of the maximum of Category A I.

### 8:05 Category Placement

A. A Teacher shall be placed in that category which she/he would be granted by the Qualifications Evaluation Council of Ontario (Programme 4).

### B. Salary Schedule

**Simcoe Muskoka Collective Agreement - 1998-2000**

Salary grid from September 1, 1998 until December 31, 1998 shall be as follows:

<b>YRS EXP</b>	<b>D</b>	<b>C</b>	<b>B</b>	<b>A0</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	23,319	25,312	28,368	27,679	30,085	31,857	34,289	36,687
<b>1</b>	24,618	26,616	29,813	29,384	31,939	34,139	36,452	38,823
<b>2</b>	25,906	27,928	31,261	31,167	33,877	36,204	38,635	40,963
<b>3</b>	27,205	29,250	32,761	32,958	35,824	38,493	40,796	43,116
<b>4</b>	28,495	30,560	34,289	34,744	37,766	40,568	42,973	45,248
<b>5</b>	29,784	31,881	35,818	36,525	39,700	42,904	45,135	47,382
<b>6</b>	31,545	33,252	37,329	38,312	41,644	44,867	47,313	49,521
<b>7</b>	31,545	34,637	38,856	40,090	43,575	47,210	49,473	51,668
<b>8</b>	31,545	36,014	40,377	41,881	45,524	49,277	51,658	53,796
<b>9</b>	31,545	37,962	42,551	43,673	47,470	51,127	53,821	55,934
<b>10</b>	31,545	37,962	42,551	46,143	50,156	54,094	55,996	58,079
<b>11</b>	31,545	37,962	42,551	47,648	50,156	54,094	59,044	60,217
<b>12</b>	31,545	37,962	42,551	47,648	50,156	54,094	59,044	63,296

Salary Grid Effective January 1, 1999 shall be as follows:

<b>YRS EXP</b>	<b>D</b>	<b>C</b>	<b>B</b>	<b>A0</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	23,552	25,565	28,652	27,956	30,386	32,176	34,632	37,074
<b>1</b>	24,864	26,882	30,111	29,678	32,258	34,480	36,817	39,211
<b>2</b>	26,165	28,207	31,574	31,479	34,216	36,566	39,021	41,373
<b>3</b>	27,477	29,543	33,089	33,288	36,182	38,878	41,204	43,547
<b>4</b>	28,780	30,866	34,632	35,091	38,144	40,974	43,403	45,700
<b>5</b>	30,082	32,200	36,176	36,890	40,097	43,333	45,586	47,856
<b>6</b>	31,860	33,585	37,702	38,695	42,060	45,316	47,786	50,016
<b>7</b>	31,860	34,983	39,245	40,491	44,011	47,682	49,968	52,185
<b>8</b>	31,860	36,374	40,781	42,300	45,979	49,770	52,175	54,334
<b>9</b>	31,860	38,342	42,977	44,110	47,945	51,638	54,359	56,493
<b>10</b>	31,860	38,342	42,977	46,604	50,568	54,635	56,556	58,660
<b>11</b>	31,860	38,342	42,977	48,124	50,568	54,635	59,634	60,819
<b>12</b>	31,860	38,342	42,977	48,124	50,568	54,635	59,634	63,929

Salary Grid Effective January 1, 2000 shall be as follows:

<b>YRS EXP</b>	<b>D</b>	<b>C</b>	<b>B</b>	<b>A0</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	23,788	25,821	28,938	28,235	30,690	32,497	34,978	37,424
<b>1</b>	25,113	27,151	30,412	29,975	32,581	34,825	37,185	39,603
<b>2</b>	26,427	28,489	31,889	31,793	34,558	36,932	39,412	41,786
<b>3</b>	27,752	29,838	33,419	33,620	36,544	39,267	41,616	43,983
<b>4</b>	29,068	31,174	34,978	35,442	38,525	41,383	43,837	46,157
<b>5</b>	30,383	32,522	36,538	37,259	40,498	43,766	46,042	48,334
<b>6</b>	32,179	33,920	38,079	39,082	42,481	45,769	48,264	50,516
<b>7</b>	32,179	35,333	39,637	40,896	44,451	48,159	50,467	52,707
<b>8</b>	32,179	36,738	41,189	42,723	46,439	50,267	52,696	54,877
<b>9</b>	32,179	38,725	43,406	44,551	48,424	52,155	54,903	57,058
<b>10</b>	32,179	38,725	43,406	47,070	51,164	55,181	57,122	59,246
<b>11</b>	32,179	38,725	43,406	48,606	51,164	55,181	60,231	61,427
<b>12</b>	32,179	38,725	43,406	48,606	51,164	55,181	60,231	64,568

8:06 All allowances stipulated in this article are annual amounts paid to Teachers in positions of responsibility along with the salary earned by grid placement according to qualifications and experience.

	<b>From January 1, 1999 to December 31, 1999</b>		<b>From January 1, 2000</b>		
	<b>Basic</b>	<b>Exp</b>	<b>Basic</b>	<b>Exp</b>	<b># Years</b>
Principal's Assistant	1,000		1,000		
Coordinator	4,871	729	4,920	736	5

Consultant	3,325	729	3,358	736	5
Temporary Board Office Staff	3,325		3,358		
Business and Technologies	543		548		10
Chairperson	3,439		3,473		
Acting Chairperson	2,406		2,430		
Chaplaincy Team Leader	1,799		1,817		
Co-Op Education Coordinator	1,799		1,817		
Extra Degree	885		894		

Advisors and Acting Advisors who do not become Chairpersons in accordance with Article XI - Secondary School Organization and who have already been appointed for the 1998-1999 school year shall, for one year, continue to receive the allowance they would otherwise have been entitled to under Article 6:07 of the 1994-1997 collective agreement.

#### 8:07 Payment Schedule

A. Where appropriate, salary will be paid on the following basis:

1. Biweekly in twenty-one (21) payments commencing with the Thursday following the first working day as defined by the approved school year calendar.
2. At the rate of 3.75% of the annual salary per pay with the exception of the last pay in December which will be 8% and the last pay in June which will be 20.75%.
3. Each Teacher's statement of earnings will be delivered to their school in a sealed envelope on or before the specified pay dates.

B. A statement to be posted in each staff room, listing pay dates and explaining the system of deductions from pay cheques shall be issued by the Board in September or when changes occur in each year.

C. Where possible, Union Dues, including any local levy, shall be deducted in equal payments according to the schedule set out in 8:07 A. I. When a local levy is required from the Teachers, the LBU's will inform the Board of such by June 30th. The Board shall forward local levy fees to the Unit Treasurer of the LBU's within thirty (30) days from the date deductions were made.

#### 8:08 Travel Allowance

The Board shall provide a travel allowance at the current Board rate as stated in Board Policy to Teachers who must travel in the performance of their duties.

#### 8:09 Business and Technological Experience Allowance

A. Those Teachers within the secondary panel teaching in business or technological studies will be paid an allowance based on the number of years of work related experience within their field.

B. The work related experience will be approved by the Superintendent concerned.

C. The allowance will be recognized to a maximum of 10 years of work related experience but will not be used to exceed the maximum of the Teacher's current grid category.

#### 8:10 Extra Degree Allowance

This allowance shall be paid in addition to regular salary only if the degree was not used to obtain a higher certification rating. The allowance is for one Masters or Doctoral degree from an accredited University.

(Q.E.C.O., Programme 4 - Glossary - Section 1.)

#### COLLEGE OF TEACHERS COMPLAINTS

8:11 The parties acknowledge that a person has a right to make a complaint about the conduct of a Teacher to the College of Teachers. The parties also acknowledge that the Board may be required to independently deal with the facts giving rise to the complaint and that the tests to be applied by the College of Teachers may not be the same as the tests to be applied by the Board in considering appropriate action. The Board will be required to comply with the regulations and rulings of the College of Teachers.

8:12 If a Teacher is the subject of an investigation by the College of Teachers, no action will be taken upon said Teacher by the Board, nor shall any notice thereof be included in the Teacher's personnel file, until the Teacher and the LBU have been duly notified by the Board.

8.13 The parties agree that a complaint to, or investigation by the College of Teachers is not in and of itself grounds for discipline or dismissal. Notwithstanding any determination by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

## **ARTICLE IX - IMPROVED QUALIFICATIONS**

### 9:01 Upgrading Qualifications

A. It is the responsibility of the Teacher to bring to the attention of the Board an improvement in qualifications.

B. When a Teacher has completed the requirements for raising her/his salary category before September 1, salary at the higher rate shall become retroactive to September 1 provided that the new Statement of Evaluation is filed with the Board by December 31, or, if this is impossible, through no fault of the Teacher, that a "notice of expected change" along with an explanation of the delay is filed with the Board by December 1 of that year and documentary evidence that the qualifications used for the upgrading were acquired prior to September 1 of that year.

C. When a Teacher has completed the requirements for raising his/her salary category after September 1 and notification of improvement of qualifications is received after January 1 but prior to June 30, salary shall be retroactive to January 1st, or to the date at which improvement of qualifications was completed, whichever comes later. The Teacher must submit a letter from the University detailing the date of successful completion of the course required to raise qualifications.

## **ARTICLE X - SCHOOL ORGANIZATION ADMINISTRATION**

### 10:01 Acting School Administrators

A. Upon the extended absence of a Principal exceeding ten (10) working days, the Board will appoint an interim acting Principal for the duration of the absence.

B. Upon the extended absence of a Vice Principal exceeding fifteen (15) working days, the Board will appoint an interim acting Vice Principal for the duration of the absence.

C. i) The Board may assign to a Teacher the duties of an administrator (principal/vice-principal) for a temporary period of time not to exceed 20 weeks or in the case of a pregnancy/parental leave, not to exceed thirty-five (35) weeks.

ii) Any extension of this period shall only be with the approval of the LBU.

iii) No Teacher shall be assigned the duties of an administrator without his/her consent.

iv) Acceptance by the Teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.

v) All other provisions of this collective agreement shall apply to the Teacher during such period of temporary assignment.

vi) Any Teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.

vii) The Board agrees to replace any Teacher who accepts an Acting Administrator position for a temporary period as described in Article C i) and ii) above with an occasional Teacher.

viii) The Board agrees to compensate any Teacher who accepts such a position and continue to pay according to Article VIII - Salary Schedule. In addition, a responsibility allowance will be provided. The Superintendent shall provide administrative release time as appropriate.

### 10:02 Principals Assistants

A. In a school which does not have a Vice Principal, a Principal's Assistant will be appointed for a one year term.

B. Upon the extended absence of a Principal's Assistant exceeding fifteen (15) working days, the Board will appoint an interim acting Principal's Assistant for the duration of the absence.

C. The Teacher who assumes the responsibility shall be paid a properly adjusted allowance.

### 10:03 Temporary Board Resource Staff

A. If employed beyond a two year period the Temporary Board Resource Staff will be reclassified as Consultant and given appropriate experience credits.

B. Non re-appointment of a Teacher to a position of responsibility at the expiration of a term is not subject to grievance or arbitration procedures.

**ARTICLE XI - SECONDARY SCHOOL ORGANIZATION**

11:01 The Secondary School Organization will include:  
Chairpersons as detailed below:

<b>Enrolment of School</b>	<b>Number of Chairpersons</b>
0 to 500	5
501 to 650	6
651 to 800	7
801 to 950	8
951 to 1100	9
1101 to 1250	10
1,251 plus	11

11:02 a) The basic Chairperson configuration for each secondary school will be:

- Religion and Social Science
- Arts and Healthy Living (Co-instructional)
- Guidance and Career Education
- English and International Studies
- Math, Science and Technology

b) For 1998-1999, when the school is entitled to more than 5 Chairpersons and the requirements of 11:02 a) have been satisfied, in accordance with Board administrative guidelines the Principal will appoint Chairpersons as required in 11:0 1 for one or more of the following areas:

- Technology Education
- Special Education
- Business and Entrepreneurial Studies
- Social Sciences
- Information Technology
- Arts

c) For 1999 - 2000 those secondary schools that warrant additional Chairperson positions as outlined in Article 11:01 shall follow administrative guidelines.

11:03 Chairpersons will be appointed in numbers which reflect the school enrolment as forecasted by the Superintendent by April 30th for each successive school year, said enrolment to be confirmed by the October 31st statistics. The introduction of additional Chairpersons and resultant reorganization will not be such that other Chairpersons will lose position until the end of the respective terms.

11:04 Each Chairperson may be required to teach up to six classes per school cycle or six courses per year in the case of sernestered schools. Chairpersons shall not normally be scheduled for "on-calls" and shall be used by the Principal only when no other Teacher is available. Each Chairperson will be paid an annual allowance.

11:05 The positions of Chairpersons will be filled by term appointments as detailed below. In each instance, the first year of the term appointment is probationary. The Superintendent responsible for supervision of the school in concert with the principal will make the recommendation of the appointment prior to the end of the third full week in May.

- A. All positions of Chairpersons which become vacant due to end of term or the creation of new positions due to enrolment growth, will be advertised throughout the system in accordance with Article XVIII.
- B. If a position of Chairperson becomes available after the third full week in May through vacancy, or being newly created during the next school year, and in the opinion of the Superintendent responsible for the supervision of the school, that a transfer of staff is not appropriate at the time, a recommendation will be

made to appoint internally for the next school year or the remainder of the school year as appropriate. Appointment to be made before October 15th of the new school year or as soon as possible should the vacancy occur after October 15.

C. All Chairperson appointments for new positions as outlined in Article 11.01 shall follow administrative guidelines.

D. If qualified applicants are not available, Teachers shall be appointed to acting positions on a yearly basis.

E. If enrolment of school decreases so as to indicate a reduction in the number of chairpersons, the reduction will occur, if necessary, at the end of a term appointment or resignation of a chairperson, whichever occurs first. Any resultant organization must be consistent with Sections 11:0 1 and 11:02.

11:06 Interview and Selection

Applicants for positions of organizational responsibility will be interviewed by the principal, vice principal if appointed, and appropriate senior administration. All candidates, whether interviewed or not, will be informed of the recommendation which will be made via the Director of Education to the Board.

11:07 Qualifications

A. Qualifications - Chairperson

Teachers appointed to the position of Chairperson will have qualifications as outlined in Regulations or defined by the Board in consultation with the LBU. Each will have appropriate certification in the Intermediate/Senior divisions with at least five years experience teaching in the subject or service area for which application is being made. Qualifications in respect to experience in the subject or services area as stated above do not apply for the appointment of chairperson for extracurricular position if such is part of the organization structure. The Superintendent may waive the five year experience criterion in order to fill the positions of chairperson.

11:08 Duties

The duties of the chairpersons shall be as outlined in Regulation or defined by the Board in consultation with the LBU. These shall be further clarified by the Superintendent of Schools - Secondary Development in concert with secondary school principals.

11:09 It is understood that a Teacher may receive only one allowance under this Article.

11:10 Teacher-librarians shall be assigned as follows:

# of Teacher-librarians	Student Enrolment
0.5	1 to 272
0.75	273 to 545
1	546 plus

An additional one sixth (1/6) librarian will be assigned for every one hundred and ten (110) students over five hundred and forty-five (545).

11:11 A. Each High School shall have, for the purposes of counselling and instruction in Guidance, a minimum of one sixth (1/6) of a Teacher assigned for every 54.6 students enrolled.

B. A guidance Teacher who is required by the Principal to be in attendance prior to the first day of the school year for the purpose of student registration, or responsibilities related to Chairperson, and not regular school preparation, shall be eligible for time-in-lieu under the following conditions:

1. a maximum of five (5) days per school in any school year.
2. the Principal requests. and is given approval of these days from the Superintendent of Schools - Secondary Development.



3. days, or part days, taken will not interrupt the functioning of the school, nor will be used to extend any holiday periods.
4. no supply Teachers will be used to cover absences.

## **ARTICLE XII - CONTINUING EDUCATION TEACHERS**

12:01 The provisions of this Article apply to Teachers who are teaching in continuing education programs established by the Board. Continuing education is defined as credit courses offered to adults or other students outside of the regular school program or at times other than the regular school day.

12:02 The remuneration and working conditions of Continuing Education Teachers will be governed by the provisions of this Article and not by the other provisions of the collective agreement.

12:03 The Board will establish a Continuing Education Teachers' List. To be eligible for inclusion on the Continuing Education Teachers' List, the Teacher must satisfy the requirements of the Education Act and its regulations. Effective January 1, 1998 all current qualified Continuing Education Teachers shall be placed on the Continuing Education Teachers' List.

12:04 All Continuing Education work shall be assigned to Continuing Education Teachers on the Continuing Education Teachers' List. If the Board does not have a suitable and qualified candidate on the Continuing Education Teachers' List then the Board may fill the position at its discretion and that Teacher may be added to the Continuing Education Teachers' List.

12:05 Continuing Education teaching experience with this Board shall be recognized as Board teaching experience. Each Continuing Education class (1 credit value) shall be prorated to the regular school full-time equivalent workload. Board teaching experience gained as a Continuing Education Teacher will be counted for grid placement in the same ratio if the Teacher becomes a regular classroom Teacher.

12:06 Continuing Education Teachers will be paid: i) for 1998-1999, a flat rate of \$25 per hour, less deductions ii) for 1999-2000, a flat rate of \$27.50 per hour, less deductions

12:07 Each Continuing Education Teacher will be entitled to a leave of absence with pay, for up to two working days per month for illness or leave as approved by the manager/principal.

12:08 The Manager of the continuing education program is a management position and is not a member of the bargaining unit.

12:09 On each pay date on which a Continuing Education Teacher receives a pay cheque, the Board shall deduct, from each Continuing Education Teacher, the regular union dues as directed by the Local Bargaining Unit and in accordance with the Ontario Labour Relations Act

**ARTICLE X111 - ELEMENTARY SCHOOL ORGANIZATION**

13:01 Teacher-librarians shall be placed in elementary schools according to the following formula based on

# of Teacher Librarians	Student Enrolment
0.25	under 164
0.5	164 to 436
1	437 or over

.25 is interpreted to mean a fraction of a Teacher less than 0.50.

13:02 In each elementary school, there will be a minimum of one Special Education Resource Teacher for every 273 F.T.E. elementary students. Students and Teachers assigned to special/self contained classes will not be included for determining system wide number of S.E.R.T.'s.

13:03 Staffing

A. The average class size of elementary school classes, as of October 31st, in the aggregate, shall not exceed 25 students as calculated in accordance with the Education Act.

B. During the term of this agreement, the Board shall maintain a class size cap of no more than 32 students.

C. A joint committee of the Board and the LBU will review the staffing and provide recommendations to the Board for school year 1999-2000. Amongst the issues to be discussed will be Division Leaders and computer technical support.

**ARTICLE XIV - TEACHING/NON-TEACHING TIME**

**Elementary: 14:01 Organization of Preparation Time**

A. In fulfilling the requirements of Section B, C, and D below, and upon the approval of the Superintendent of Schools concerned, the principal may organize preparation periods in blocks of no less than twenty (20) consecutive minutes, and on a daily basis.

B. Full time Teachers in Junior Kindergarten to Grade Six shall have the equivalent of thirty (30) minutes daily for the purpose of planning and preparation. Preparation time not fully scheduled during a particular month, June excepted, shall be scheduled during the immediately subsequent month. A schedule of preparation time will be made available to each Teacher not later than September 30th.

C. Full time Teachers in grade seven and eight and those teaching F.S.L. full time shall receive forty (40) minutes per day for the purpose of planning and preparation.

D. Part time Teachers shall be granted the preparation time prorated to the terms of their individual contract.

**Secondary: 14:02** Each Teacher in a high school shall be assigned in a regular timetable a maximum of six classes per school cycle or six classes per year in the case of semestered schools (72 minute periods). Each Teacher may also be scheduled for a maximum of one period of additional assigned instructional time per school cycle or half period (36 minutes) per day per semester in the case of a semestered school.

14:03 Non-teaching time (exclusive of supervision and "on call" time) shall be used to provide each Teacher with a minimum of one half of an unassigned teaching period per day per semester for the purpose of preparation, planning, evaluation and other professional activities.

14:04 Assigned instructional time shall be used for the following purposes:

- a) guidance and counselling
- b) monitor peer helping
- c) library
- d) special education or remediation
- e) curriculum development
- f) other provincially mandated programs

The parties agree that for the purposes of Section 170.2 of the Education Act, the assigned instructional time used for the purposes described in this clause, meets the definition of instructional time. (in the event that the subsequent legislation is passed altering the definition of instructional time and providing that an agreed definition is not renewable, the parties acknowledge that the provisions relating to secondary school workload will not be in effect beyond August 31, 2000).

14:05 Teachers may be used for "on-call" during Assigned Instructional Periods providing the program established for the Assigned Instructional Period is not adversely affected as determined by the Principal.

14:06 Supply Teachers are not engaged when Teachers are absent from their regular classroom responsibilities for:

A. coaching and sports activities	C. conducting regular field trips, excursions
B. attendance at Subject Council meetings	D. attendance at approved professional development activities.

14:07 Supply Teachers may be engaged, with prior approval from the Superintendent, when Teachers are absent from their regular classroom responsibilities for attendance at professional development activities.

14:08 Part time Teachers shall be granted the preparation time prorated to the terms of their employment.

**ARTICLE XV - LUNCH BREAK - ELEMENTARY**

15:01 Each Teacher will have a minimum of forty (40) consecutive minutes for a lunch break.

15:02 Where outside supervision of elementary schools is required during the lunch break, the Board shall provide non-teaching supervisors.

15:03 Supervision in this Article will be consistent with the school's supervision schedule approved by Administration in accordance with the Regulations.

15:04 In the event of inclement weather, supervision will be done with the assistance of the supervisors in a manner determined by the Principal. When lunch hour supervisors are absent, the Teachers will supervise in a manner determined by the Principal.

## **ARTICLE XVI - PART-TIME TEACHERS**

16:01 A Teacher may apply for a part-time teaching position by submitting a written application to their Superintendent no later than March 1st of the school year preceding the school year in which the part-time assignment is sought.

16:02 Teachers on part-time assignments that last for one school year or more must give notice, in writing, of their wish to return to full time employment for the next school year no later than March 1st.

16:03 The status of Teachers in part-time positions will be reviewed by May 1st of each school year. The Board may require any Teacher in a part-time position to return to a full-time position at the beginning of a term in the next school year. If a Teacher is unable or unwilling to return to a full-time position, he or she will be offered a comparable part-time position as close as possible to their former school, if one is available, or in the absence of such a position shall be placed on a recall list.

16:04 At the end of a part-time assignment of one year or less, the Teacher will be returned to their former assignment if it exists or to a comparable position as close as possible to their former school.

16:05 If a part-time assignment exceeds one (1) school year, the Board will not be obliged to return the Teacher to full-time employment unless a position is available.

16:06 Part-time Teachers who apply for and are qualified for any full-time positions which become available shall be given priority over outside applicants. The seniority provisions of Article XIX will apply in the case when more than one part-time Teacher is eligible for the same position

16:07 Part-time Teachers shall be paid according to the salary scale prorated to reflect the percentage of time taught as a percentage of the instructional day.

**ARTICLE XVII - HERITAGE LANGUAGE SUPERVISORS**

17:01 When a Heritage Language Program is being conducted in any school at the request of the Board, the Principal is in charge of the supervision of the Heritage Language Teacher(s) and students. The Principal may request the Vice Principal to assume this responsibility or may, upon approval of the appropriate Superintendent, request a staff member to do so. The Principal may request the Vice Principal to assume this responsibility or may, upon approval of the appropriate Superintendent, request a staff member to do so. The Principal, Vice Principal, or Teacher who assumes this responsibility will be paid an annual allowance of five hundred (500) dollars.

## **ARTICLE XVIII -STAFF ASSIGNMENT PROCESS**

18:01 It is recognized that professional co-operative approaches among Superintendents, Principals, and Teachers can produce unique solutions to difficult staffing situations. In situations where it is necessary to reduce the number of Teachers due to declining enrolment, professional co-operation often solves the matter before any formal Teacher reduction approaches are required. With this in mind, planned retirements, leaves of absence, resignations, Child Birth or Adoption Leaves or desired transfers should be communicated to the Board's administrative staff at the earliest opportunity.

The Staff Assignment Process is carried out by the Board's Superintendents and Principals, in consultation with the LBU's.,

The Board agrees that all Teachers shall have equal opportunity for all positions offered under the jurisdiction of the Simcoe Muskoka Catholic District School Board.

18:02 The School Superintendents and Principals, in consultation with the LBU's, will review the enrolment projections and projected staffing at the numbers level by February 15.

### 18:03 Transfers

A. Teachers shall notify their Superintendent, by completing a Transfer Request Form, of their desire for future placement. Such notices must be received between March 1 to March 30 of the school year preceding the school year in which the future placement is sought.

B. If granted, Teachers, who are to be transferred, will be notified by May 1.

### 18:04 Retirements/Resignations

A. Teachers will advise the Director of Education a minimum of one month prior to their date of retirement or resignation. If possible, their actual retirement or resignation date should be at a natural break in the school year.

B. Teachers will endeavour to advise their School Superintendent before March 1 of their intention to resign at the end of the then current school year.

18:05 The Board will endeavour to announce Principal appointments by the March regular board meeting,

### 18:06 Postings

A. Teacher Openings will be posted by the Friday prior to the March Break (1999 - March 12). Openings will include those resulting from increase in enrolment or any vacancy.

### 18:07 Staff Reduction Provisions

In the event that the Board must reduce staff in the spring, the following provisions will apply:

A. For the purposes of this section, a surplus Teacher is one for whom no position exists in the school.

B. For the purposes of this section, a redundant Teacher is one for whom no position exists in the Board.

C. A seniority list of Teachers according to the criteria outlined in G. below will be made available to the LBUS by February 15th. A copy will be sent to the LBUS Staff Representative at each school by February 15th.

D. For the purpose of this Article, the effective date of the seniority list will be February 1st.

E. Teachers whose position may be affected will be informed as soon as possible and by the Friday prior to the March Break (1999 - March 12) at the latest.

F. In any year when surplus and/or redundant Teachers are identified under this section, placement of these Teachers to positions within the Board will take precedence over any other transfers or hiring

G. When a reduction in the number of Teachers within a school is required, the reduction will be made on the basis and order outlined below:

- 1 . first, Teachers resigning or retiring.
2. then Teachers employed under letters of permission.



3. then other Teachers in reverse order of seniority, and in the event of a tie, the following criteria:

Within 2 and 3 above, reduction will be based on the following criteria:

- a) total Board experience and where equal;
- b) total Years experience and where equal
- c) qualifications; and where equal
- d) at the discretion of the Director, after a review of professional contributions to the school and the system.

H. The required number of lowest ranking Teacher(s) identified in G. will be considered surplus to the school.

#### Staff Reduction Provisions

1) Notwithstanding the above, where a surplus Teacher is

1. in a teaching position requiring a special and/or additional qualification and no other Teacher within the school is qualified or will be qualified by the start of the next school year to fill that position; or

2. a Teacher who was identified as surplus within the system in the previous year, this Teacher will be by-passed and the next higher ranking Teacher identified by application of the criteria outlined in C will be considered surplus to the school.

J. Notwithstanding the above, another Teacher from the school may volunteer to be considered surplus by the Monday prior to the March Break (1999 - March 8).

K. If the Board is not in a redundant position, the Teacher(s) identified in F. or G. will be considered surplus to the school and will be placed in a position in a school as close as possible to their present school, provided that:

1. there is an opening in the school;
2. the Teacher is qualified or will be qualified for such opening by the start of the next school year.

L. If the Board is in a redundant position, the number of Teachers identified as surplus to schools will be determined. A corresponding number of lower ranking Teachers in the Board, if such exist, will be identified. The surplus Teachers will then be placed in a position in a school in accordance with K.

M. If the Board is in a redundant position, by May 31, Teachers who have not been placed in positions as a result of the application of the procedure outlined in K., will be declared redundant and their employment will be terminated as of August 31.

N. Any Teacher who, as a result of the foregoing, is located in a school in a municipality other than his/her home municipality will be given prior consideration for any positions which are available, prior to September 1, in his/her original municipality.

O. Teachers whose positions are terminated due to the foregoing will be given prior consideration for any vacancy of a short or long duration which occurs during the ensuing year.

#### 18:08 Staff Transfers

A. Teachers may be transferred between schools within a municipality.

B. Teachers may be transferred between schools in different municipalities providing the distance is no greater than twenty (20) kilometres.

C. The Board may transfer a Teacher at the discretion of the Director of Education after consultation with the President of the LBU. The Teacher will be notified in writing, on or before the first day of May preceding the school year for which the transfer is effective.

D. Nothing in this clause prevents the transfer of a Teacher at any time by mutual consent of the Board and the Teacher.

18:09 All other factors being equal, Teachers already employed by the Board will be given preference and priority for all vacancies.

18:10. The Board will not advertise publicly or fill any vacancies until all qualified redundant Teachers in the Simcoe Muskoka Catholic District School Board have been given the opportunity to be placed.

18:11 Notwithstanding the above Article both parties agree that the provisions of the Ontario Government Bill 30 and the Board's Secondary School Extension Implementation Plan will prevail.

18:12 September Staff Reduction Provisions

Unless there are exceptional circumstances characteristic to a particular school's programming needs, the identification of surplus Teachers in September will parallel the process that occurs in the Spring. In situations where seniority and qualifications alone, are not sufficient to allow for the process to occur, discussion will take place with the Unit President regarding the process that will be used prior to any notification taking place.

**ARTICLE XIX - ADMINISTRATION OF MEDICATION**

19:01 It is understood that Teachers, in administering medication to students, do so under the principle of "IN LOCO PARENTIS", and not as a health professional.

19:02 A Teacher may refuse to administer medication. the Principal, Vice Principal, and in the case of the Principal's absence, the Teacher designated to be in charge shall assume this responsibility.

19:03 A Teacher may refuse to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury or liability for negligence. Such procedures include but are not limited to the administration of medication, catheterization, lifting of a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting assistance. No Teacher shall refuse to administer medication or undertake a First Aid Medical procedure in the event of a medical emergency.

19:04 The Board shall, through existing or supplementary insurance coverage, adequately insure personnel against claims arising, from the administration of medication through Board policy or Board directive.

**ARTICLE - XX - AFFIRMATIVE ACTION**

20:01 Teaching positions, positions of responsibility and leaves of absence for educational purposes will be equally accessible to males and females.

**ARTICLE XXI - NON DISCRIMINATION**

21:01 There will be no discrimination by either of the Parties to this agreement against any Teacher in regard to employment or any term or condition of employment because the Teacher is or was a member of the LBU or is or was exercising any right under this Agreement.

**ARTICLE - XXII PERSONNEL FILES**

22:01 A Teacher shall have access during normal business hours to her/his personnel file upon written request to the appropriate Superintendent. A Teacher shall also have access to his/her in-school personnel file where applicable.

22:02 The Teacher may copy any material contained in his/her personnel file(s).

22:03 If a Teacher disputes the accuracy of her/his file, he/she can request in writing the correction and/or removal of the specified material. In the event that the Board refuses to correct or remove the material, the Teacher may file a grievance under the procedures outlined in this Agreement.

**ARTICLE - XXIII - PERSONAL, HEALTH & SAFETY**

23:01 The Board and Teachers agree on the importance of a healthy and safe work environment as mandated by the Occupational Health and Safety Act

23:02 Where a Teacher suffers from health problems directly related to the workplace, as verified by an appropriate medical specialist, the Board will endeavour to make suitable accommodation for the Teacher.

23:03 The Board and Teachers agree on the importance of a healthy and safe work environment supported by the Board's Health and Safety Policy and operating guidelines.

## **ARTICLE - XXIV - GRIEVANCE PROCEDURE**

24:01 It is the mutual desire of the Board and LBU's that all grievances shall be adjusted as quickly as possible.

24:02 A grievance is a claim by a Teacher, a group of Teachers, the LBU's or the Board relating to a difference arising from the interpretation, application, administration or alleged contravention of this agreement.

24:03 Individual or group grievances shall normally be settled in the following manner and sequence. (For the purpose of this clause, "Teacher" shall refer to an individual Teacher or a group of Teachers)  
Informal Resolution

A. It is the intention of the parties that grievances be resolved informally whenever possible. Any grievance by a Teacher shall be discussed informally with the appropriate supervisor before commencing a formal grievance.

B. The time limits set out in the grievance procedure shall begin to run when either the Teacher or the Supervisor concludes the informal discussion.

### Formal Grievances

C. At the conclusion of the informal discussion, if no resolution has been reached, the Teacher may at his or her option submit a formal grievance within fifteen (15) working days.

D. A formal grievance must:

1. be in writing;
2. Include the name of the grievor(s), and a detailed description of the action(s) or event(s) giving rise to the grievance;
3. identify the redress sought;
4. include the specific clause(s) allegedly being breached.

### 24:03 Step One

The formal grievance shall be submitted to the appropriate Board Official with a copy to the Supervisor within 15 working days after the informal discussion has been concluded. The Board Official or Supervisor, at the option of the Board, shall reply in writing to the grievance within ten (10) working days after receipt of the grievance

### Step Two

If the grievance is not deemed to be resolved on the basis of the reply given in Step One, the Teacher may, within fifteen (15) working days, at his or her option, submit the formal grievance to the Director of Education. The Director shall reply in writing within ten (10) working days after receipt of the grievance.

### Step Three

If the grievance is not deemed to be resolved on the basis of the reply given in Step Two, the Teacher may, within ten (10) working days, at his or her option, submit the formal grievance to the Board Chairperson. The decision of the Board shall be forwarded in writing within twenty (20) working days after receipt of the grievance.

### Step Four - Arbitration

A. 1. If the grievance is not deemed to be resolved on the basis of the reply given in Step Three, the LBU may within fifteen (15) working days after the Teacher has received the reply, proceed to arbitration subject to paragraph B.

2. The party desiring arbitration shall within the time lines above notify the other party in writing both of its desire to submit the grievance to arbitration and of its choice of submitting the matter either to a single Arbitrator or to a three-member Arbitration Board. The notice will also contain the name of the first party's nominee as single Arbitrator or its appointee to a three-member Arbitration Board. The recipient of the notice shall, within ten (10) days of receipt of the notice inform the other party (i) where a single Arbitrator



has been requested, either that it accepts the other party's nominee or of the name of its own nominee, or its refusal to accept a single Arbitrator.

(ii) where a three-member Board has been requested, the name of its appointee to such Board.

3. If the parties fail to agree to a single Arbitrator within ten (10) days thereafter, the parties shall proceed to make their appointments to a three-member Board. However, if the parties agree on a single Arbitrator but cannot agree within ten (10) days on the nominee, the appointment shall be made by the Minister of Labour at the request of either party. If the appointees to an Arbitration Board fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour at the request of either party. The single Arbitrator or the three-member Board, shall hear representations by the parties and/or representatives and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any member or members affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs.

4. The Arbitrator or three-member Board shall not by decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.

5. The single Arbitrator or three-member Board will make every effort to render a decision thirty (30) days from the date of the completion of the hearing of the grievance.

6. The fees for a single Arbitrator, or the Chair of a three member Board, shall be shared equally by the parties. Each party shall bear the cost of its own appointee to a three-member Arbitration Board.

B. Articles 4:03 and 4:04 of the Collective Agreement recognize that the Board has all the rights and privileges enjoyed by Roman Catholic Separate School Boards under the Constitution Act, 1867, the Education Act and the Charter of Rights and Freedoms and that nothing in this Agreement is to be construed to adversely affect such rights and privileges. In accordance with section 277.2(2) of the Education Act and the decision of the Ontario Court of Appeal in the case of the Essex County Roman Catholic Separate School Board v. Tremblay-Webster (1984), 45 O.R. (2d) 83, the School Board agrees to make discipline for denominational cause including dismissal for denominational cause subject to the Grievance and Arbitration Procedure under this Article 25 provided that, as the parties agree, section 49 of the Labour Relations Act (expedited arbitration) will not apply where the Board alleges that the discipline was for denominational cause in whole or in part, and provided further that the Chair of the Board of Arbitration shall be agreeable to the parties and if the parties fail to agree, shall be a Roman Catholic Separate School supporter of the Province of Ontario.

24:04 At any stage, the Teacher may be accompanied by one or more representatives of the LBUs.

24:05 The LBU's may file a grievance and such grievance shall be submitted for the first time at no later than Step Two subject to the inclusion of the information outlined in Article 25:03 D Step One, points one to four.

24:06 Grievances by the Board shall normally be settled in the following manner:

A. The Board, having a grievance arising out of this Agreement, shall first notify in writing the LBU President of Unit Simcoe.

B. The Unit President shall reply in writing within twenty (20) working days after receipt of the grievance. Failing satisfaction with the written reply of the Unit President to the grievance, the Board may within fifteen (15) working days, proceed to Arbitration in the, manner set out in section 48(2) of the Labour Relations Act

24:07 The Parties may, by mutual consent, agree to extend the time line and/or submit the grievance to a single arbitrator.

24:08 A grievance must be discussed pursuant to Article 25:03 or filed pursuant to Article 25:05 within ten (10) working days after the Teacher or LBU becomes aware of the circumstance, or could reasonably be expected to become aware of the circumstances giving rise to the grievance.

24:09 Regardless of when the Teacher or the LBU became aware of the of the circumstances, no grievance related to the present collective agreement and its administration can be advanced more than 30 days after expiry of the collective agreement.

24:10 A. It is agreed that the time limits provided in this Article for the taking of steps in the grievance or arbitration procedure are mandatory and it is agreed that subsection 48 (16) of the Labour Relations Act does not apply.

B. The parties may by mutual consent, in writing, agree to extend any of the time limits in the grievance procedure or the time for submitting a grievance to arbitration.

24:11 As outlined in Section 50 of the OLRA, 1995, either party, at any time, may agree to refer one or more grievances to grievance mediation or mediation arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

**LETTER OF INTENT # I**

it is agreed that the Board establish yearly, a fixed fund, the purpose of which is to provide supply Teachers for up to one hundred (100) days, at the elementary school level, to replace Teachers who are absent from their classroom duties due to their supervising athletic tournaments and competitions and other similar co-curricular activities, when deemed necessary by the Principal with the approval of the appropriate Superintendent.

**LETTER OF INTENT #2 - COORDINATION OF BENEFITS**

Both parties commit to a co-operative and effective implementation of Coordination of Benefits. The annual target is a minimum of \$200,000.00.

### **LETTER OF INTENT #3**

The Board and the Teachers are committed to ensuring the smooth integration of the Teachers at St. Mary's School in Huntsville into this collective agreement. Both parties acknowledge that there will be one collective agreement covering all Teachers employed by the Board. The representatives of the parties will review the agreement and its impact on the Teachers transferred to this Board by amalgamation to determine what administrative measures may be put in place to mitigate the impact of any changes resulting from this agreement.

Notwithstanding the above, the following items are agreed upon:

1. It is agreed that the Teachers transferred as a result of amalgamation shall be folded into the existing Simcoe Seniority List with Nipissing recognized as a predecessor board for the purpose of Board experience.
2. The existing programmes and programme structure shall be maintained at St. Mary's Huntsville for the 1998-1999 school year.
3. The Teachers transferred as a result of amalgamation shall be entitled to the Benefits package (e.g. Gratuity, Group Insurance Coverage, Extended Health Care, Dental Insurance, LTD, etc.) as specified in the collective agreement between the LBU's and the Simcoe Muskoka Catholic District School Board.
4. As of September 3, 1998, teachers transferred as a result of amalgamation shall be entitled to the salary grid as outlined in Article VIII - Salary Schedule of the collective agreement between the LBUs and the Simcoe Muskoka Catholic District School Board.

Notwithstanding the above,

- a) The Board shall "red circle" the salaries of Teachers who would experience a reduction in salary as a result of the above.
- b) The "red circling" shall continue until such time as their salary entitlement under the collective agreement surpasses the red circled amount.

## **ADDENDUM A - Supplemental Unemployment Benefits (SUB) Plan**

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD  
Supplemental Unemployment Benefits (SUB) Plan - O.E.C.T.A.

**Objective:**

1. The objective of the plan is to supplement the unemployment insurance benefits received by Teachers for temporary unemployment caused by Pregnancy or Parental Leave.

**Eligibility:**

1. Teachers employed by the Board who are statutory members of the Ontario English Catholic Teachers Association are the employees covered by this plan.
2. To be eligible for receipt of a SUB, a Teacher must meet the following conditions.
  - a) Qualify for leave under Clause 7:12 or 7:13 of this 1998 - 2000 Collective Agreement.
  - b) The Spouse has not received a SUB from this Board for the same birth or adoption.
  - c) Must apply for unemployment insurance benefit.
  - d) Not be disentitled or disqualified from receiving Unemployment Insurance Benefits.
3. The Board under this SUB Plan will pay only one SUB per birth or adoption.
4. Teachers do not have a right to SUB payments except for supplementation of Unemployment Insurance benefits; for the period specified in the plan.
5. The Teacher must provide the Board with the proof that they are receiving Unemployment Insurance benefits or that they are not receiving benefits for reasons specified in the plan.

**Benefit:**

1. The benefit level paid under this plan is set at 100% of the Teacher's normal weekly salary. It is understood that in any week, the total amount of SUB, unemployment insurance gross benefits and any other earnings received by the Teacher will not exceed 100% of the Teacher's normal weekly earnings.
2. The maximum number of weeks for which SUB is payable is the two week waiting period before Unemployment Insurance benefits begin.
3. The plan is financed from the Board's general revenues. A separate payroll record will be maintained for all SUB plan payments.
4. The Board will inform the Human Resources Development Canada of any changes to the plan within thirty (30) days of the effective date of the change.