

COLLECTIVE AGREEMENT

2002 - 2004

between

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

and

**THE STATUTORY MEMBERS OF
THE ONTARIO ENGLISH CATHOLIC TEACHER'S ASSOCIATION,
ELEMENTARY**



EFFECTIVE

SEPTEMBER 1, 2002 TO AUGUST 31, 2004

2002 - 2004

A G R E E M E N T

between

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "**Board**")

and

THE STATUTORY MEMBERS OF THE ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION ELEMENTARY
EMPLOYED BY THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "**Unit**")

IN WITNESS WHEREOF the Board and the Unit have
caused this Agreement to be signed by their respective
names by their respective representatives duly
authorized on their behalf.

This 2nd day of July **2002**

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PREAMBLE

WHEREAS, it is the common goal of the Halton Catholic District School Board and its Teachers to facilitate the optimum development of each child in accordance with each individuals potential and the requirements of society, both religious and secular, and

WHEREAS, the Halton Catholic District School Board and its Teachers as representatives of the parents, are entrusted with developing a school system of spiritual and academic growth and committed to a philosophy of Catholic education whose values are communicated by word and action, and

WHEREAS, it is essential that the Halton Catholic District School Board and its Teachers maintain the harmonious relationship that exists between them; and

WHEREAS, it is the desire of the Halton Catholic District School Board, its teachers and their agencies, associate bodies or representatives to agree upon any interpretation of this Collective Agreement,

IT IS the intent of the Halton Catholic District School Board and its Teachers to set forth in this Agreement the salaries, allowances, benefits and those Articles of Agreement which specify this contractual relationship.

TERMS OF AGREEMENT

ARTICLE I RECOGNITION

- 1.01 The Association is recognized as the exclusive bargaining agent for every Part X.1 teacher, as defined by the Education Act, other than occasional teachers, who are assigned to one or more elementary schools or to perform duties in respect of such schools all or most of the time.
- 1.02 Teachers employed to teach Continuing Education shall be governed by the terms and conditions set out in Article XXIX and the terms of this agreement shall not apply to them except as specifically indicated to the contrary.
- 1.03 **The Board shall recognize the right of the Association to appoint and to authorize representatives of O.E.C.T.A. Halton Elementary Unit, to represent elementary teachers, as defined in Article 1.01, and to negotiate on its behalf.**
- 1.04 **The terms of this Agreement shall apply to elementary teachers referred to in Article 1.01 who are employed by the Board unless specifically stated otherwise herein.**

ARTICLE II DURATION AND RENEWAL

- 2.01 This Agreement becomes effective on **September 1, 2002 and shall remain in effect until August 31, 2004** and from year to year thereafter unless notice in writing is given by either party to the other not more than six months and not less than four months from the termination date of that party's desire to amend or terminate this agreement. The parties shall meet to commence bargaining within 30 days from delivery of the written desire to bargain from one party to the other.
- 2.02 Changes to this Agreement, during its lifetime may be made by mutual agreement in writing by the authorized parties concerned. Such change(s) shall be binding on both parties, effective the date of the change(s).
- 2.03 **There shall be no strike or lockout during the term of this agreement or of any renewal of this agreement. The term "Strike" will be as defined in the Education Act. The term "Lockout" will be as defined in the Labour Relations Act, 1995.**

ARTICLE III DEFINITION OF LEVELS

- 3.01 Subject to the other sections of this Article, placement of teachers as of September 1, 1987 shall be determined in accordance with "Q.E.C.O." Teachers' Qualifications Evaluation **Program "4"** (hereinafter referred to as "**Q.E.C.O. 4**").
- 3.02(a) Teachers shall submit to the Human Resources Department of the Board within their initial year of employment, their applicable Q.E.C.O. Statement(s) or Letter(s) of Evaluation or proof of submission to Q.E.C.O. of their request for professional qualification documentation from the Qualifications Evaluation Council of Ontario (Q.E.C.O.).

- (b) Any teacher whose qualifications have not been evaluated by "Q.E.C.O." shall be appraised by the Superintendent, Human Resources and shall be assigned to the category placement "A" or "A1" whichever is applicable until such time as the "Q.E.C.O." evaluation has been received by the Superintendent, Human Resources. On receipt of the "Q.E.C.O." evaluation, it is understood that necessary level adjustments and payment shall be made retroactive to September 1st, of the current school year or to the date of employment subsequent to September 1st of the current school year, whichever is applicable.
- 3.03(a) Persons employed as teachers on Letters of Permission without College of Teacher Registration or a university degree recognized for admission to Ontario faculties of education shall be placed at the minimum of Category "A". No annual increment will be allowed.
- (b) Persons employed as Teachers on Letters of Permission without College of Teacher Registration or who hold a university degree recognized for admission to Ontario faculties of education will be placed at the minimum of Category "A1". No annual increment will be allowed.
- (c) **The Board shall provide the President of the Halton Elementary of O.E.C.T.A., upon request but not more frequently than on a bi-monthly basis, a report of new teacher hires and assignment of teacher replacements on Letters of Permission.**
- 3.4 A teacher who has met all the conditions required for a certificate of higher standing, is entitled to an adjustment of salary as of the school term commencing either September 1st or January 1st, provided that the following conditions are met:
- (a) To qualify for a September 1st adjustment, the teacher must have completed course requirements prior to September 1st and must submit a letter to this effect to the Superintendent, Human Resources by December 31st of that year. Payment retroactive to September 1st will be made upon receipt of **Q.E.C.O. "4" Statement or Letter of Evaluation.**
- (b) To qualify for a January 1st adjustment, the teacher must have completed course requirements prior to January 1st and must submit a letter to this effect to the Superintendent, Human Resources by April 1st of that year. Payment retroactive to January 1st will be made upon receipt of **Q.E.C.O. "4" Statement or Letter of Evaluation.**
- 3.05 The teacher shall be responsible to request a salary adjustment. The **Q.E.C.O. Program "4" Statement or Letter of Evaluation** must be presented by the teacher to the Superintendent, Human Resources when requesting a category change in accordance with the timelines contained in 3.04 above.
- 3.06 Teachers hired after September 1, 1991 and who have been evaluated at "Q.E.C.O." **Program 4** and who are evaluated in Categories D, C, or B shall be placed in Category A.

ARTICLE IV EXPERIENCE

- 4.01(a) Subject to **Article 27.09** experience means acceptable teaching experience as a full-time or part-time regular secondary or elementary teacher gained through a contractual commitment between

a certificated teacher and a school Board prior to **August 31, 2002**.

- (b) Continuing Education Experience shall be given only if:
 - (i) Work was done with the Halton Catholic District School Board.
 - (ii) Seven (7) courses taught would be equivalent to one year of experience.
 - (iii) No pro-rating for less than seven (7) courses.
 - (c) Long Term Occasional Experience shall be given only if:
 - (i) With a recognized school board.
 - (ii) The assignment was more than fifteen (15) consecutive instructional days.
 - (d) "Experience Allowance" means a salary allowance granted to a teacher in recognition of successful teaching experience.
 - (e) An increment is awarded to a teacher for successful teaching experience for the school year immediately preceding the current school year.
 - (f) An increment will not be paid to a teacher for a school year's teaching experience considered unsuccessful by the Director of Education.
 - (g) Recognition for years of experience and for increments shall be granted effective September 1st only.
- 4.02 Subject to the conditions of this Article, the Board will allow the appropriate fraction of the annual increment for all teaching experience calculated to the nearest month considering twenty (20) instructional days as the equivalent of one month. Part days will be pro-rated.
- e.g. Experience: 5 years 120 days - place on schedule as per five year's experience plus .6 increment.
- 4.03 All teaching experience for which the Ontario College of Teachers issues a Provisional or Temporary Letter of Standing shall be recognized.
- 4.04 When a teacher is first employed by the Board, an incremental allowance for relevant business or trade experience other than a university related co-operative program work experience may be considered **by** the Board at the rate of one (1) increment per two (2) years experience, where such experience is directly related to the subject(s) to be taught. A maximum of three increments may be granted. (i.e. six years). No increment shall be granted for less than two (2) year multiples. This allowance shall not allow the teacher to pierce the maximum of the salary category.
- 4.05 All teaching experience in accordance with Article XXVII, Clause 27.09 of this Agreement will be recognized for incremental purposes.
- 4.06 Subject to Clause 13.02, Statutory **Pregnancy/Parental** Leave and equivalent Adoptive Leave

shall be recognized in the Teacher's accumulated teaching experience for incremental purposes.

- 4.07 If a teacher is employed to teach for less than 100% time classification or less than a full school year, then the amount of experience accrued by such teacher shall be prorated in accordance with that percentage time classification or percentage of the full school year that such teacher was employed to teach.
- 4.08 The Superintendent, Human Resources, shall have the authority to determine acceptable teaching experience for increment purposes.
- 4.09 Documentary Proof - Proof of qualifications and experience must be submitted to the Superintendent, Human Resources. The onus is on the teacher to see that the necessary documents are forwarded to the Human Resources Department prior to the commencement of employment.

Failure to submit the necessary documents prior to commencement of employment may result in a teacher being placed at the minimum of Level A or Level A1 (in the case of a teacher holding a university degree) until such time as the documents are forwarded to the Superintendent, Human Resources. Provided that proof of qualifications and experience is submitted within five (5) months of the date of commencing employment with the Board ("the commencement date"), the teacher shall receive any salary adjustment retroactive to the commencement date; otherwise any salary adjustment shall become effective when proof of qualifications and experience is submitted to the Board. In extenuating circumstances, and at its discretion, the Board may extend the five (5) months' period referred to above.

ARTICLE V SALARY ADJUSTMENT AND METHOD OF PAYMENT

- 5.1 The determination of any teacher salary outside the terms and conditions of this Agreement shall constitute a breach of this Agreement.
- 5.2 The salary of each teacher will be paid on a bi-weekly basis beginning on the first teaching Wednesday in September of each school year. Teachers returning from leaves of absence or teachers who commence employment after September 1st in a school year shall be paid on the pay pattern described above. Their salary shall be pro rated to the actual percentage of the time taught during the school year.
- 5.03(a) **The Board will deduct the College of Teachers fee, in one lump sum, from the second pay of January, on an annual basis.**
- (b) **The Board shall send a notice to each teacher on leave to remind them that their fees must be submitted to the Ontario College of Teachers by February, of each year.**
- (c) **Teachers on leave will have the choice whether to pay the Board by January 15th of that year or the Ontario College of Teachers directly.**
- (d) **The Board shall pay the Ontario College of Teachers Fees annually, in February, for all active teachers who had the fee deducted in (a) above and the teachers in (c) who chose to pay the Board by January 15th of that year.**
- 5.04(a)(i) The Board shall deduct O.E.C.T.A. dues in 10 (ten) equal monthly payments commencing

the month of September from each pay of each member of the Halton Elementary Unit of O.E.C.T.A. and submit these as directed by O.E.C.T.A. Provincial. The unit shall notify the Board in writing not less than thirty (30) days of any change in the levy.

(ii) **The Board shall deduct dues according to the provisions of the Ontario Labour Relations Act as amended from time to time.**

- (b) The unit shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of deductions authorized by the unit.
- (c) Any rebate of E.I. premium reductions to which teachers are entitled shall be reimbursed to the O.E.C.T.A. Halton Elementary Unit in corresponding proportions to the number of teachers who are members of that Unit. Payment shall be made to the unit no later than February 15th and July 15th.

ARTICLE VI TEACHER'S CUMULATIVE SICK LEAVE

- 6.01(a) Teachers shall be allowed to earn up to 2 (two) sick days for each calendar month worked up to a maximum of 20 (twenty) sick leave days earned in any academic year.
- (b) Teachers working less than full time will be entitled to earn sick leave days under this clause on a pro rated basis.
- (c) A Teacher in their first year of employment with the Board, following graduation from a recognized **Faculty of Education** shall be credited with 20 (twenty) sick leave days on September 1 or prorated from their hire date. This shall have application only in this initial year of employment, thereafter the terms of Article 6.01 a) and b) shall apply.
- (d) Where a teacher commences employment after September 1 in any year, sick leave as defined in Article 6.02 a) b) and c) shall apply and shall be calculated on a pro rated basis.
- 6.02(a) Each eligible teacher shall be entitled to have 100% of the teachers annual sick leave as determined in 6.01 above transferred annually to the teacher's accumulated sick leave to a maximum of 270 teaching days.
- (b) A teacher who is entitled to a sick leave bank shall use this sick leave bank after using up all earned sick leave in a particular academic year.
- (c) After the sick leave credits as defined in 6.01 are used in any year each eligible teacher shall receive pay under this cumulative sick leave plan for absence caused by sickness, quarantine or disability which shall be certified by a qualified physician.
- 6.03 Teachers participating in a recognized sick leave accumulation plan with other Boards shall be credited with the full number of credited days when hired by the Halton Catholic District School Board but these credited days may not exceed the maximum credit permitted by this plan in 6.02.
- 6.04 The Superintendent, Human Resources may request a teacher to submit a certificate from a qualified medical or dental practitioner upon his/her return from sick leave.
- 6.05 In the case of the death of a teacher in service, 100% of the teacher's accumulated sick leave

benefits shall be paid to the teacher's estate.

- 6.06(a) Teachers who are in receipt of long term disability benefits who have been placed on extended leaves of absence including sick leave shall not be eligible for sick leave credits as defined in this article.
- (b) Teacher who are on long term disability benefits or who were on extended leaves of absence due to illness or who are approved to return to their teaching duties by the Superintendent, Human Resources will have their sick leave credits pro rated for that given year.

ARTICLE VII WORKER'S SAFETY INSURANCE BOARD ACT

- 7.01 When a teacher is eligible for, and receives approval of claim by the Worker's Safety Insurance Board:
- (a) The Worker's Safety Insurance Board payment shall be remitted to the Board.
- (b) The teacher shall receive full pay from the Board until the teacher's sick leave credits expire.
- (c) The number of days deducted from sick leave shall be in proportion to the percentage of the teacher's salary paid by the Board.

ARTICLE VIII ATTENDANCE AT COURT PROCEEDINGS

- 8.01 A teacher who is required to attend court proceedings or an official inquiry related to actions by the teacher in the course of his/her duties, other than a criminal court proceeding where the teacher has been charged with a criminal offence, will suffer no loss in pay or benefits while attending such proceedings. It is understood that this Article does not apply to the grievance procedure or arbitration.

ARTICLE IX ABSENCE WITH SALARY NOT CHARGEABLE TO SICK LEAVE ACCOUNT

- 9.01 Teachers are eligible for leave taking under this Article only through the authorization of the Superintendent, Human Resources.

The Superintendent, Human Resources, shall grant a leave of absence, without loss of pay or deduction from sick leave credit in the following circumstances:

- (a) A teacher who is required to be absent because of the death of a member of the teacher's 'immediate family',* will be granted up to four (4) consecutive working days without loss of pay. For extenuating circumstances application for extension of leave is to be made to the Superintendent, Human Resources.

* Definition of 'immediate family': Mother, father, legal guardian, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, ward, in 'loco parentis', aunt, uncle,

niece or nephew.

- (b) As a general rule all bereavement leave in 9.01(a) shall be without loss of pay provided the purpose of the leave includes attending or arranging the funeral of the deceased.

9.02 When a teacher is required to be absent for professional purposes, such as conferences, O.E.C.T.A. Elementary Unit executive duties, and other activities as approved by the Superintendent, Human Resources, the teacher is to be granted this time without loss of pay or deduction from sick leave credit, together with such payment and expenses as are approved by the Board.

9.03(a) President's Leave – Release time as requested by the local executive of the Halton Elementary Unit shall be granted to the President of the Unit or a second unit executive position/chief negotiator without prejudice, loss of position, seniority, salary, experience and benefits.

- (b)(i) The President shall be released by the Board up to a full time basis.

- (ii) The second unit executive position/chief negotiator shall be released a minimum of 0.5 of a school year. Should such release be granted for a person holding a position of responsibility, the release shall be for the minimum of a school year.

- (c) Salary, applicable allowances and all benefits will continue to be paid to the President while on leave by the Board provided that Halton Elementary Unit reimburses the Board for 100% of the Board's total cost; without limiting the generality of the foregoing total cost is to include all salary, applicable allowances and benefits paid to the President or on the President's behalf.

- (d) Notwithstanding Clause 9.03 (i) and (ii) above, a teacher holding a position of responsibility and who is elected President of O.E.C.T.A., Halton Elementary Unit will be reassigned to a teaching/system assignment for that period of time the teacher holds the office of President. Subject to Clause, 27.08 upon completion of the term of office, the said teacher shall be reassigned to that position of responsibility held prior to the teacher's election to the office of President.

9.04(a) When a teacher is required to be absent for purpose of writing a final university, trade, or professional examination, the teacher shall be granted time for this purpose without loss of pay or deduction from sick leave credit provided the absence has been approved by the Superintendent, Human Resources.

- (b) A teacher is to submit a request for leave under this clause in writing to the Superintendent, Human Resources, at least one week prior to the writing of the examination, and the request will include a statement of the time for the examination or notice thereof. Failure to meet this time requirement will result in leave-taking with pay deduction. The Superintendent, Human Resources, will reply in writing.

9.05(a) A male teacher shall be permitted absence with pay for a period up to two days **for the birth of**

his child within the week surrounding the birth or adoption of the child with no deduction from sick leave.

- (b) An Adoptive Parental leave of two (2) days will be granted to a teacher in conjunction with the adoption of the teacher's child.

9.06 For leaves of absence other than those above, the teacher shall make application directly to the Superintendent, Human Resources. This leave may be granted without loss of salary and/or sick leave credits.

ARTICLE X ABSENCE WITHOUT SALARY

10.01 **GENERAL**

A teacher may be granted a leave of absence for reasons of education, health, or a personal reason that the Board deems acceptable. The period of absence, if granted, will be determined by the Superintendent, Human Resources in view of the nature of the request. The teacher granted leave under this Article may participate in the Benefit Plans provided the full premium cost of participation (100%) is paid in advance by the teacher and on a payment schedule established by the Board.

10.02 Request for a leave of absence under this Article to begin September 1st of the subsequent school year shall be made in writing to the Superintendent, Human Resources, prior to March 31st of the preceding school year.

10.03(a) A leave of absence under this Article shall not be recognized for seniority or incremental purposes.

- (b) A teacher granted leave under this Article must notify the Superintendent, Human Resources in writing by November 1st or **February 1st** of intent to return to teaching duties on the subsequent January 1st or September 1st, whichever is applicable in any school year. Failure to do so will render the teacher ineligible for a teaching position for the January 1st or for the September 1st date whichever is applicable. A letter from the Superintendent, Human Resources confirming this status of ineligibility will be forwarded to the teacher by December 1st or April 1st whichever is applicable. A statement of intent to return to teaching duties for the subsequent January 1st or September 1st dates in the teacher's application for leave request does not fulfill the requirements of 10.03(b).

10.04 **PUBLIC OFFICE**

- (a) A teacher holding public office may be granted, as determined in consultation with the Superintendent, Human Resources, relief from duty without loss of sick leave credits to fulfil a public office.
- (b) When the time required for the fulfilment of such public service has been determined by the Superintendent, Human Resources following consultation with the teacher concerned, to be such as to interfere with the satisfactory execution of the individual's duties as a teacher, a leave of absence without salary will be granted.

10.05 EDUCATION

A leave of absence without pay for educational purposes not exceeding two (2) consecutive years may be granted to a teacher upon request after five (5) years of continuous employment with the Board. A teacher who is applying for an additional leave of absence under this Article must have completed an additional five (5) years of service subsequent to the teacher's last leave of absence for educational purposes.

10.06 The Board agrees to credit to the teacher's accumulated sick leave credit, if the teacher is entitled to any, which was earned up to the time the leave of absence commenced, upon the teacher's return to duty.

10.07 The teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. The teacher's preference for full or part-time duties, a specific municipality, school location, subject assignment will be taken into consideration. Subject to Article XV, the teacher may also apply for his/her previous position.

10.08 FAMILY LEAVE

- (a) Any member of the Unit may apply for a family leave for a maximum period of 1 year.
- (b) A family leave will be for a minimum of one (1) term. Written applications to the Superintendent, Human Resources under this Article must be made at least 30 days in advance subject to a replacement satisfactory to the Board being found.
- (c) A teacher granted leave under this plan may participate in the benefit plans that are available to all members at no cost to the Board for the duration of the leave.
- (d) All leaves must be completed by August 31st of the school year in which the leave is granted. Leaves will not be allowed to overlap school years.

10.09 EMERGENCY LEAVE

Any member of the Unit may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Superintendent, Human Resources shall be made in advance whenever possible.

ARTICLE XI SABBATICAL LEAVE

11.01 A Sabbatical Leave Plan is recognized by the Board to enable teachers to engage in study and/or research for those purposes which are of benefit to the school system. Sabbatical Leave may be granted to a teacher by the Board for approved study on the recommendation of the Superintendent, Human Resources.

11.02 Qualifications for Sabbatical Leave

In order to qualify for Sabbatical Leave, a teacher must be employed for seven (7) years by the

Halton Catholic District School Board and must have accumulated at least eighty (80) days of cumulative sick leave credit.

- 11.03(a) Sabbatical Leave may be granted to a teacher on application in writing to the Board through the Superintendent, Human Resources.
- (b) A teacher requesting Sabbatical Leave shall submit with the application detailed information regarding personal teaching experience and proposed plans for the sabbatical year.
- (c) Such written applications shall be submitted to the Superintendent, Human Resources, by November 15th prior to the school year in which the Sabbatical Leave is to be taken. A written acknowledgement of receipt of application shall be mailed to all applicants by December 15th.
- (d) The Superintendent, Human Resources shall make recommendations to the Board and applicants shall be advised in writing of the Board's decision by January 15th.
- 11.04 Payment of salary while on Sabbatical Leave shall be a minimum of 70% of the salary the teacher would receive if teaching that year for the Board. Additional salary allowances of 10% for each subsequent year of experience to a maximum of 10 years or 100% of salary will be paid to the teacher granted leave.
- 11.05 Teachers Pension deductions are to be continued as provided by The Ontario Teachers' Pension Plan Board and amendments thereto.
- 11.06(a) The period of Sabbatical Leave shall not exceed one school year.
- (b) The Board agrees to place to the teacher's credit, upon return to duty, the accumulated sick leave credit if the teacher was entitled to any which was earned up to the time the leave of absence commenced.
- 11.7 A teacher granted Sabbatical Leave shall guarantee in writing to return to the employ of the Board for a period of three years immediately following the year of Sabbatical Leave. In the event the teacher defaults on this guarantee, the teacher will reimburse the Board for the full amount of salary granted, pro-rated over the said three years.
- 11.08 A teacher granted Sabbatical Leave will be eligible to participate in the Benefit Plans available to other teachers employed by the Board at the same rate payable by the teacher and on the same terms as apply to those teachers continuing in regular duties.
- 11.09 Full salary and benefits, plus tuition, will be paid to a teacher who undertakes a Sabbatical Leave Plan at the specific request of the Board.
- 11.10 Where a teacher in a position of responsibility is granted a Sabbatical Leave, the position will be filled through an interim appointment for the period of that leave. The teacher returning from Sabbatical Leave will be re-assigned to that position of responsibility or a comparable position of responsibility. The teacher who held the interim appointment will be assigned other teaching duties.

11.11 Leave period under this Article shall be recognized for incremental and seniority purposes.

ARTICLE XII BOARD SUBSIDIZATION OF COURSES

12.01 The Board recognizes that at times in order to stimulate certain needed school programs, it may be necessary to budget for and subsidize, in whole or in part, specific courses or training.

12.02 In the event the Board requires a teacher to take a course or courses for purposes related to system program implementation and/or development, exclusive of individually chosen professional development courses, the Board shall specify the requirement in writing and reimburse the teacher in the full amount of registration, tuition and residency where applicable.

12.03 In accordance with paragraph two (2) of the Preamble to this agreement it shall be the intent of the Halton Catholic District School Board and the Elementary Unit to provide for staff the opportunity to participate in any professional development activities such as the Board and the Elementary Unit may organize or sponsor, jointly or individually.

Such activities may include:

- . Christian Curriculum Development Conference
- . Religion and Family Life Conferences
- . School Staff Retreats
- . Diocesan Workshops
- . Christian Living Resource Teacher Seminars
- . Religious Education Courses

ARTICLE XIII PARENTING LEAVES

PREGNANCY LEAVE

13.01(a) **A Pregnancy Leave** shall be granted as per the Employment Standards Act as amended from time to time. Such leave shall be without loss of seniority or benefits as defined by the Act.

(b) If a teacher takes only the statutory leave either **pregnancy or pregnancy** plus parental, the teacher shall be guaranteed the same school and position upon return as per the Employment Standards Act as amended from time to time.

(c) It is understood, however, that should the leave end in a different school year or semester than the school year or semester in which it commenced, the teacher will be returned to the position which he/she would have had, had there been no leave. It is also understood that this provision is subject to the redundancy provisions of this collective agreement such that a teacher off on **pregnancy/parental** leave is not entitled to a greater right than the rest of the bargaining unit.

PARENTAL LEAVE

13.02(a) Leave of absence for parental reasons shall be granted as per the Employment Standards Act as amended from time to time. Such leave shall be without loss of seniority or

benefits as defined by the Act.

- (b) If a teacher takes only the statutory parental leave either **pregnancy or pregnancy** plus parental, the teacher shall be guaranteed the same school and position upon return as per the Employment Standards Act as amended from time to time.
- (c) It is understood, however, that should the leave end in a different school year or semester than the school year or semester in which it commenced, the teacher will be returned to the position which he/she would have had, had there been no leave. It is also understood that this provision is subject to the redundancy provisions of this collective agreement such that a teacher off on **pregnancy/parental** leave is not entitled to a greater right than the rest of the bargaining unit.

ADOPTION LEAVE

- 13.03(a) Adoption Leave shall be granted under the terms of the Employment Standards Act as amended from time to time.
- (b) It is understood, however, that should the leave end in a different school year than the school year in which it commenced, the teacher will be returned to the position which he/she would have had, had there been no leave. It is also understood that this provision is subject to the redundancy provisions of this collective agreement such that a teacher off on **pregnancy/parental** leave is not entitled to a greater right than the rest of the bargaining unit. Parental leave shall be available to both parents.
- 13.04 A teacher granted leave under Clauses 13.01, 13.02 **and 13.03** above shall continue to receive those benefits which the teacher already enjoys. The Board shall continue to pay its share of the benefits up to the maximum of the statutory leave(s). Such teacher shall assume the total cost of these plans for any period of leave that exceeds the statutory leave(s).
- 13.05 A teacher granted leave under this Article beyond the statutory entitlement must notify the Board in writing by November 1st, or February 1st, of intent to return to teaching duties on the subsequent January 1st or September 1st, whichever is applicable in any school year. Failure of the teacher to notify the Board will render the teacher ineligible for a teaching position commencing on the above dates. A statement of intent to return to teaching duties for the subsequent January 1st or September 1st dates in the teacher's application for leave request, does not fulfil the requirements of Clause 13.04.
- 13.06 Provided that the teacher complies with **Clause 13.05**, the teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. The teacher's preference for full or part-time duties, a specific municipality, school location, subject qualifications assignment will be taken into consideration.
- 13.07 That portion of the statutory **pregnancy** or parental leave that occurs between September 1st and June 30th of any school year shall be recognized in the teacher' accumulated teaching experience for incremental and seniority purposes. An adoption leave equal to the **pregnancy** leave which occurs between September 1st and June 30th of any school year shall be recognized in the

teacher's accumulated teaching experience for seniority and incremental purposes.

- 13.8 Teachers taking **pregnancy** leave in excess of that defined in Article XIII, clause 13.02 may a schedule established by the Board. Participation is subject to approval by the carrier.

ARTICLE XIV SENIORITY/SYSTEM STAFF REDUCTION

- 14.01(a) Seniority shall mean length of continuous employment with the Halton Catholic District School Board and its predecessor Boards.
- (b) For the purpose of this agreement a teacher's seniority shall commence with the date of his/her most recent hiring by the Board.
- (c) Seniority for part time teachers shall be calculated on a pro rated basis.
- 14.02 For the purposes of declaring teachers redundant, seniority shall be established within the Halton Catholic District School Board.
- 14.03 Each teacher employed by the Board shall be placed on a seniority list after passing his/her probationary period.
- 14.04(a) The seniority lists shall be developed by the Superintendent, Human Resources, for distribution to the teachers by January 31st of each year. The list shall be updated annually. Copies of the seniority list shall be posted on the bulletin board of each school and in all locations wherein the membership of the units are assigned.
- (b) The seniority list shall include ranking, names of all seniority teachers and the teachers years of seniority.
- (c) The seniority list shall include all teachers hired by September 1st of the school year.
- (d) The seniority list was deemed true, accurate and official as of **January 31, 2002** and that list shall not be subject to appeals thereafter.
- (e) In school years subsequent to the **2002-2003** school year, any appeals must be made to the Human Resource Department by February 28 annually, and such appeals shall only relate to the teachers added to the seniority list that school year. After the disposition of any appeals, that list shall not be subject to appeals thereafter.
- 14.5 The seniority lists shall be open for amendments for 30 days after their posting. After 30 days, the seniority lists as amended, shall be deemed to be acceptable to the Unit.
- 14.06 The seniority lists shall consist of the names of teachers in decreasing order of accumulated service provided for herein. Teachers on a paid leave of absence, a teacher exchange program inclusive of Department of National Defence schools or on a board approved secondment program shall continue to accumulate service during the leave of absence or exchange program for the purpose of this Article.

- 14.7 Where 2 (two) or more teachers have the same seniority in clause 14.06 above, the order on the list shall be decided upon the basis of total years of employment with the Board.
- 14.08 Where two or more teachers have the same seniority in 14.06 and 14.07 above, the order on the list shall be decided as follows:
- (a) total years of continuous service with the Elementary schools of this Board
 - (b) total length of continuous service with the Board
- 14.09 Where two or more teachers have the same seniority in 14.06, 14.07 and 14.08 above, the order on the list shall be decided upon the basis of total teaching employment in Ontario.
- 14.10 Where two or more teachers have the same seniority under 14.06, 14.07, 14.08 and 14.09 above, the order on the lists shall be decided upon the basis of total teaching employment since basic teacher certification was acquired.
- 14.11 Where two or more teachers have the same seniority under 14.06, 14.07, 14.08, 14.09 and 14.10 above, the order on the lists shall be decided upon the basis of category placement. The teacher in the higher category level is to be retained.
- 14.12 Where two or more teachers have the same seniority under 14.06, 14.07, 14.08, 14.09, 14.10 and 14.11 above, the order on the lists shall be decided upon the basis of lot conducted jointly by the authorized representatives of the Board and of the authorized representative of the Halton Elementary Unit of OECTA teachers at the Board Office prior to January 31st of each year. Lot shall mean the placing of the names of the teachers affected into a receptacle. The order in which the names are drawn shall be the most senior, the next most senior, etc. The draw by lot will occur only in the event that a declaration of redundancy affects two or more teachers who otherwise have an equality of seniority.
- 14.13 Notwithstanding anything in 14.06 to 14.11 above, a teacher who is laid off at the end of a school year shall not be declared redundant if none of the teachers retained undertakes to become qualified to fill the needs of the program, position or school by September 1st of the subsequent school year in accordance with Article XIV System Staff Reduction. Instead, the next teacher on the seniority list shall be declared redundant.
- 14.14 Where a reduction of teaching staff is necessary, the following conditions shall apply:
- (a) The first consideration in determining who is to be retained shall be the length of continuous employment with the Board, its predecessor boards, and coterminous Board as determined by the Halton Elementary seniority list.
 - (b) The teacher who has the least seniority on the seniority list shall be first to be declared redundant.
 - (c) A teacher shall not be declared redundant at the end of a school year if none of the teachers to be retained in accordance with (a) above, undertakes to become qualified by the subsequent September 1st to fill the needs of a program. Instead the next teacher on the seniority list shall be declared redundant.

- (d) Where a teacher in a special subject area is required, priority shall be given to a teacher already on staff who is qualified or in the case of a layoff at the end of a school year who undertakes to attain qualifications by the subsequent September 1st. Qualifications shall be in accordance with the Education Act and Regulations as required by the Ontario College of Teachers.
 - (e) Notwithstanding any other consideration, program needs in the elementary panel shall prevail in determining who is to be declared redundant.
- 14.15 Where system staff reductions are necessary, and where steps leading to system staff reductions are taken, no decision will be made without consultation with the authorized representative of the Halton Elementary Unit prior to implementation.
- 14.16(a) The Board shall maintain a recall list of redundant teachers.
- (b) A teacher who is released because of system staff reductions will be recalled in the reverse order of seniority, i.e., the last teacher released shall be the first recalled, subject to the program needs of the elementary panel.
 - (c) A copy of the appropriate recall list of redundant teachers shall be given to the Unit President.
- 14.17 All conditions and accrued benefits, if any, shall be protected for any teacher on the recall list even though said teacher obtains intervening employment during the time the teacher is subject to recall.
- 14.18 The teacher must keep the Board informed at all times of the teacher's proper mailing address and telephone number.
- 14.19 Recall notice by the Board shall be first by telephone and then by registered mail. The teacher shall also respond by written notice of acceptance within ten (10) school days following the registration of the Board's recall notice. Failing receipt of the teacher's written notice of acceptance within the (10) school days time period, the Board shall no longer be obligated to recall said teacher and shall proceed to recall the next teacher on the recall list.
- 14.20 A teacher who has been declared redundant by the Board shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching position with the Board, if such option is offered.
- 14.21 A redundant teacher who accepts recall and reports for duty at the time and place specified by the Board shall be rehired for the job in accordance with the teacher's seniority ranking under all conditions of tenure and employment which pertained prior to the teacher's interruption of service with the Board.
- 14.22 A redundant teacher who is unable to report for a teaching assignment and provides satisfactory medical or other evidence of injury, illness or other reasonable excuse acceptable to the Board, shall not lose recall rights solely because of the teacher's failure to report.

- 14.23 A redundant teacher who fails to report for duties as specified, except where excused by Clause 14.21 shall lose all recall rights.
- 14.24 A redundant teacher shall receive a letter from the Director of Education, stating system staff reduction as the reason for termination of employment. The issuance of such letter in no way limits the rights of the Board in regard to probationary teachers as provided in the laws and regulations pertaining to education in the Province of Ontario, or under this Collective Agreement.
- 14.25 Where a position of responsibility is declared surplus to the system, or when a teacher is transferred from a position of responsibility, as defined by this Collective Agreement, to duties other than those defined as positions of responsibility to be effective the subsequent September, such teacher shall not be paid any responsibility allowance, effective that same September.
- 14.26 A teacher who is demoted for other than disciplinary reasons from a position of responsibility as defined in Clause 27.09 shall suffer no loss in salary or allowance for the current academic year.
- 14.27(a) A teacher's seniority shall not include any period of time when he/she was on:
- (i) layoff
 - (ii) strike
 - (iii) a leave of absence when elected to a full time public office as per Article X.
 - (iv) All leaves of absence except as listed below:
 1. A teacher granted leave of absence for missionary leave or while working with agencies such as the Department of National Defence,
 2. Approved studies in Education, as per Article X
 3. Teacher on jury duty,
 4. Teacher on compassionate or bereavement leave,
 5. Teacher on Association related business.
 6. Teachers on Deferred Salary Leave
 7. Teachers **on** statutory **pregnancy**/parental leave

Upon return from (i) through (iv) above, except as noted, an employee's seniority would re-commence from the seniority credit that was in effect on his/her last date of employment.

- (b) A loss of seniority shall be deemed to have occurred, and the teacher's employment finally terminated, if any teacher employed by the Board:

- (i) resigns
 - (ii) is discharged and is not reinstated
 - (iii) is laid off for at least 36 consecutive months
 - (iv) fails, following a layoff, to notify the Board within 10 days of the Board sending him/her a notice to return to work of his/her acceptance of the assignment.
 - (v) does not return from a scheduled leave of absence unless the teacher provides a reason satisfactory to the Board.
 - (vi) uses a leave of absence for a reason other than for what is was granted.
 - (vii) is absent without approval from the Board and provides no satisfactory reason to the Board for the absence.
 - (viii) fails to maintain membership in good standing in the College of Teachers.
- (c) No more than 1 year may be counted for any September 1st to August 31st period.
- 14.28 A recommendation of school staff reduction shall be made in writing by the Principal to the Superintendent, Human Resources with a copy to the School Superintendent by February 15th of that school year. The recommendation shall include a written rationale.
- 14.29 In the event that declining enrolment or program change, necessitates the transfer of a teacher or teachers from a specific school, the decision as to which teacher is to be transferred shall be made, taking into account the following criteria in descending order of priority:
- (a) the program needs of the school;
 - (b) the total number of continuous years of service in the Elementary schools of this Board;
 - (c) the total number of continuous years service in the Board.
 - (d) the total number of continuous years service in the school.
- 14.30 The teacher affected shall receive a copy of the decision regarding redundancy in that school no later than April 1st of the school year.
- 14.31 The Superintendent, Human Resources shall confirm by letter, to the teacher affected, the decision to reduce staff by April 1st. A copy of this letter shall be given to the Principal and to the School Superintendent.
- 14.32 Any Vice Principal declared redundant by the Board will be placed in a teaching position should a position be available. No member will be declared redundant as a result of this move. The Vice Principal will be returned to their place on the seniority list prior to taking the position of Vice Principal.

ARTICLE XV TRANSFERS

15.01 A teacher transfer initiated by the Director of Education or designate, termed an Administrative transfer, is not subject to Article XV.

15.02 Teacher assignments for each school shall be determined annually by Board Administration in consultation with Principals with respect to:

- (a) Pupil program needs, and**
- (b) School program staffing requirements.**

15.03 Official notification in writing, regarding interschool transfers or placements resulting from job postings/vacancies, shall be made by the Superintendent, Human Resources.

15.04

TEACHER TRANSFER FLOW CHART		
ARTICLE	DATE	EVENT
15.04(a)	January 1 (or next working day in all cases)	The following positions will be advertised for subsequent school year: Resource Teacher (in school) Resource Teacher (system) Special Education Teacher English as a Second Language (ESL) French as a Second Language (FSL) French Immersion Consultants Early Learning Opportunity Teacher (E.L.O.T.)
15.04(b)	January 15	Principals and Supervising Principals will request from all teachers in each school and work site their internal/external preference(s) for the subsequent school year should the position(s) become available.
15.04(c)	January 20	Principals and Supervising Principals collect all internal/external preferences from all teachers for subsequent school year.
15.04(d)	January 31	Seniority List to be distributed to system
15.04(e)	February 15	JK and SK registrations will be submitted.
15.04(f)	February 15	Principal Initiated Transfers shall be sent to Human Resources, and Area Superintendents with Rationale.
15.04(g)	February 20	Superintendent of Human Resources, to inform the affected teacher of the Principal Initiated Transfer by providing a completed form with rationale, with a copy to the President of the Elementary Unit.
15.04(h)	March 1	Principals shall submit completed S.A.C. data to Superintendent, Human Resources.
15.04(i)	March 15	System S.A.C. Report shall be completed.
15.04(j)	March 28	Superintendent, Human Resources, notifies redundant teachers that they are redundant to their school or system position with a copy to the President of the Elementary Unit.

15.04(k)	March 30	Principals and Supervising Principals shall post the staffing assignments for the subsequent school year, after considering preferences gathered January 20, including Real Vacancies.
15.04(l)	March 30	Principals and Supervising Principals shall inform Superintendent, Human Resources, of all Real Vacancies at each site or in system assignments.
15.04(m)	April 1	Round #1 begins Placements shall be made with the following Placement Priorities in decreasing priority. i) Redundant Teachers ii) Teachers returning from Leaves of Absences iii) Principal Initiated Teacher Transfers. Then . . . i Teachers applying to positions in each Round i New hires will be placed
15.04(n)	June 30	All staffing assignments will be completed for the subsequent year based on current Board figures and availability of positions.
15.04(o)	June 30 – September 1	All staffing decisions made during this period will be at the discretion of the Board. All vacancies will be posted at the Board Office in the Human Resources area and on the Board's Intranet.
15.04(p)	September 1 – June 30	All vacancies during this period will be filled in an interim basis, by the Board and will be advertised on April 1, the subsequent year.

15.05 OPERATING PRINCIPLES

- a) Everyone shall be cognizant of the fact that the prime purpose of the school system is to service the needs of the pupils.
- b) Teachers are expected to remain at one school for a minimum of three (3) years as a general rule. However, it is acknowledged that there can be exceptions in individual circumstances.
- c) Teachers who have been at one school for a period of eight (8) years shall be encouraged to apply in the rounds for professional growth reasons.
- d) Transfers initiated by the Director of Education or his designate (administrative transfer) which are in accordance with the Acts and Regulations, shall not be subject to the terms of the transfer process described herein.
- e) Any vacancies, during any round, may be filled by an internal candidate freeing up a new vacancy in the next round at the discretion of the Principal based on information received on January 20 from internal preference responses.
- f) Teachers should check the Intranet to see if the position where a transfer has been requested has been filled. The word "filled" will appear next to the advertised position(s) in each round. If an (*) appears, it was filled by a teacher with a

15.04(m)(i)(ii) or (iii) priority.

g) Once a teacher is placed in an assignment, under Article 15.04, he/she will not be considered for any further transfer requests during the school year.

h) All real vacancies and job position ads shall be posted on the Intranet.

i) In extenuating circumstances, the Superintendent of Human Resources may consider exceptions to the transfer process, as presented by the local Elementary Unit of O.E.C.T.A.

ARTICLE XVI STATISTICS

16.01(a) The Board shall make available to each teacher and the authorized representative of the Halton Elementary Unit, by November 30th:

- (i) qualifications
- (ii) experience
- (iii) total salary
- (iv) manner of calculation
- (v) level placement

(b) The Board shall make the following available to the Unit **upon request but no more frequently than on a bi-monthly basis:**

- (i) the total number of teachers in the bargaining unit,
- (ii) the total number of teachers who are being deducted Federation fees, and
- (iii) the total number of teachers who are enrolled in the L.T.D. plan.

16.02 The Board shall make available to the authorized teacher representative a copy of the agreement of each benefit plan between the Board and the insurer including a cost breakdown by the end of January.

16.03 **Upon request** the Board shall make available to the authorized representative of the Halton Elementary Unit:

- (a) a statement of the current published operating budget;
- (b) information and data respecting the teacher complement and pupil enrolment;
- (c) **by September 30th** a mailing list of all elementary teachers employed by the Board;

- (d) **by December 15th and April 30th** changes in addresses of all elementary teachers employed by the Board;
- (e) **by September 30th** a list of new teachers hired by the Board and their placement;
- (f) a list of all terminations of elementary teachers;
- (g) benefits plan design information;
- (h) a scattergram of teacher placement on the salary grid **in the year that the collective agreement expires.**

ARTICLE XVII PERSONAL/PERSONNEL FILES

- 17.1 A copy of each Principal's and Superintendent's evaluative reports are to be kept on file in the Principals' office and in the Board office, and will be given to the teacher concerned.
- 17.02(a) The teacher's Personnel File in the Principal's and Board Office shall be presented to the said teacher on request and to no other parties except Superintendent, Human Resources and Board administrators unless required under any statute or other legal process. The file may be reviewed in the presence of a representative of the Board.
- (b) It is understood that a teacher's general Personnel Files located at the Board office shall be accessible to the teacher and to no other designated Board personnel unless required under any statute or other legal process.
- 17.03 The Personnel File for teachers shall contain only the following listed information. No other information shall be maintained in the teacher's Personnel Files:
- (a) Professional Qualifications (Diplomas, Certificates and transcripts of educational degrees)
 - (b) Academic qualifications (Transcripts of undergraduate degrees or other academic degrees)
 - (c) Benefit Plan participation and attendance records
 - (d) Experience - teaching and/or work
 - (e) Professional Development Program Courses
 - (f) Identification of special skills and interests (Human resources data)
 - (g) The teacher's Probationary or Permanent Contract or Teaching Acceptance Form
 - (h) Letter of application and application form

- (i) Letter of acceptance of position
- (j) Transfers and requests for transfers
- (k) Principal's and Superintendent's evaluation reports
- (l) Letters of Merit
- (m) Disciplinary notations
- (n) **Criminal Reference checks and Declaration**
- (o) Any other documents relevant to the employment relationship

ARTICLE XVIII SUPERVISION/WORKING CONDITIONS

18.01 The lunch break for pupils and teachers shall not be less than forty (40) consecutive minutes.

- 18.02(a) Teachers will be appointed on a rotating basis for supervisory duties at any time during the period between one half hour before classes begin for the day and ending fifteen minutes after classes end for the day when the school building and the playground are open to the pupils and classes are not in session.
- (b) In assigning scheduled supervision duties, Principals shall give reasonable consideration for distance travelled for teachers assigned to two schools on a daily basis.
- (c) If travelling between two schools occurs over the lunch period, no lunch supervision shall be scheduled and travel time will be considered an assigned duty.
- 18.03(a) The Board shall provide a minimum average planning time per school for every full time teacher of two hundred (200) minutes per week during the instructional day. Planning Time shall be prorated for part time teachers.
- (b) Planning Time means the allocated time during the school day when a teacher is not directly involved with teaching and supervisory assignments in order that he/she may perform various planning/preparatory activities which are integral and/or supplementary to the teaching process.
- * Activities included in the teaching process such as: (a) curriculum planning, (b) co-ordination, (c) pupil evaluation, (d) meetings with parents, other teaching staff members, consultative support staff, administrators, extended service agencies and other persons who are directly or indirectly involved with the teacher's responsibilities, and (e) preparation of required reports and profiles.
- (c) In response to unavoidable cancellation of planning time, a teacher may bank interrupted planning time which shall be rescheduled within the current school year by the Principal in consultation with the affected teacher.
- 18.04(a) An elementary school Staff Allocation Committee shall be established and shall be composed

of 6 (six) members: 2 (two) elementary representatives of O.E.C.T.A.; 2 (two) representatives of the Principal's Association (Elementary); and 2 (two) representatives of the Board.

(b) The Committee shall meet on the following dates:

- (i) no later than **March 15**
- (ii) no later than May 15

18.05 The Board shall endeavour to assign teachers of French as a second language, no more than the equivalent of six (6) F.S.L. instructional periods per day. One (1) period equals forty (40) minutes.

18.06 In accordance with the Education Act and Regulations, and subject to the requirements of the Education Act, the Board will ensure that the average class size of its elementary school classes, in the aggregate, does not exceed **24.5 pupils** except as permitted under the Act.

18.07(a) Part time teaching - A teacher wishing to teach on a part time basis shall direct a request to the Superintendent, Human Resources, with a copy to the School Superintendent. Provided that the educational needs of the school can be made to permit the sharing of jobs, such application will be given due consideration, subject to the provisions of Article XXVI - Management Rights. When any full time teaching becomes available first consideration of placement shall be given to part time teachers currently employed by the Board.

(b) A teacher who teaches part time at two or more schools so that said teacher's timetable is equivalent to a full time teacher's timetable shall be considered as a full time teacher at one of the schools and shall declare one of the schools for the purpose of vacancy, transfer, postings and receipt of Board communications. Such declaration shall be made in writing not later than September 30th of any school year to the Superintendent, Human Resources.

ARTICLE XIX PARTICIPATION IN BENEFIT PLANS

19.1 All teachers, excepting those who submit proof of coverage, in writing, to the Superintendent, Human Resource will automatically be enrolled in all existing Benefit Plans, except optional coverage. Coverage for all participating teachers will be as of the effective date of this Agreement.

The Board may at any time substitute another carrier for a benefit plan provided that the benefits conferred thereby are not decreased. When a change in carrier is contemplated, the change will be made subsequent to consultation with a designated member of the Local Teacher Welfare Committee.

19.02(a) The Board will contribute 100% towards the cost of the monthly premiums for the Extended Health Benefits Plan for eligible teachers.

(b) The Vision Care Plan shall reimburse teachers covered by the Plan up to \$200 every 2 (two) years.

19.03(a) The Board shall contribute 100% towards the monthly cost of premiums on the first Fifty

Thousand Dollars (\$50,000.00) of coverage for the Group Life Insurance Plan.

- (b) Additional optional coverage shall be available to a maximum of One Hundred Thousand Dollars (\$100,000), to all eligible teachers at no cost to the Board.
- (c) Additional supplementary coverage over and above the first Fifty Thousand Dollars (\$50,000) to a maximum of twice (2x) salary or Two Hundred Thousand Dollars (\$200,000) whichever is greater, shall be available to all eligible teachers at no cost to the Board. Participation in the base policy of Fifty Thousand Dollars (\$50,000) will be compulsory for all teachers.
- (d) The Board shall administer an Accidental Death and Dismemberment Plan. The Board shall assume responsibility for 100% of the monthly premium on the compulsory base plan of Fifty Thousand Dollars (\$50,000.00).
- (e) Additional Accidental Death and Dismemberment Insurance, to an amount equal to the supplementary coverage, over and above the basic Fifty Thousand Dollars (\$50,000) will be available to all eligible teachers at no cost to the Board.
- (f) Dependent Life Insurance Coverage is available to all eligible teachers, at no cost to the Board, in the amount of Ten Thousand Dollars (\$10,000.00) in the event of the death of the spouse of the insured employee, and Ten Thousand Dollars (\$10,000.00) per child in the event of death.

19.04 The Board shall contribute 100% of the cost of the monthly premiums towards the coverage of each eligible employee under the Dental Plan.

19.05 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a teacher who retires from the Board prior to age 65 may retain membership in any of the group Benefit Plans to which the teachers 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.

19.06 Effective September 1, 1996 a teacher who teaches on a part time basis shall, subject to eligibility requirements as specified by the Board's insurers, be allowed to participate in Employee Benefits, but the Board's share of premium costs shall be pro-rated on the basis of the percentage of time worked.

19.7 A Managed Health Care Plan, which has been agreed to by the parties as detailed in the Letter of Understanding (attached).

19.08 It is understood that the Board's only responsibility under the collective agreement in respect of benefits is to enter into an insurance contract with the carrier, in accordance with paragraph 23.01 and to contribute its share towards the cost of insurance premiums in accordance with this Article. The Board is not an insurer in respect of any benefit and shall have no responsibility or liability as an insurer under any provision of this Collective Agreement.

ARTICLE XX LONG TERM DISABILITY PLAN

- 20.01 The Board shall continue to administer the Long Term Disability Insurance Plan approved by the teacher and Board representatives, at no cost to the Board for the life of this Agreement. Membership in the LTD Plan is mandatory for all members of the Halton Elementary Unit.

For the purposes of clarity “administer” as used in this section means that the Board will enter into a contract for LTD group insurance with the insurance carrier approved by the Board and the Union, and will forward premiums collected and employee applications for benefits to the carrier. It is understood that this Board is not an insurer and has no liability as such.

- 20.02 A teacher beginning a Long Term Disability Leave at the request of the attending physician shall be granted a leave of absence for the duration of the disability as determined by the insurer.
- 20.03 The leave period for a Long Term Disability is not recognized as teaching experience for incremental purposes. Long term disability leave is not recognized for seniority purposes.
- 20.04 A teacher on Long Term Disability Benefits shall continue to receive Board contributions to employee benefits as per Article XIX for a two (2) year period from the commencement of the Long Term Disability period.
- 20.05 Beyond the two (2) year period in 20.04, a teacher on Long Term Disability, so long as the teacher remains employed by the Board, shall be eligible to participate in the Benefit Plans of the Board, providing 100% of the monthly premiums are paid in advance by the teacher and on a payment schedule as determined by the Board. It is understood that this provision is not a guarantee of employment.

ARTICLE XXI SPECIAL ALLOWANCES

21.01 Principal's Assistant Allowance

Assistant to the Principal, assigned in schools without Vice-Principals, shall receive an annual allowance of **\$732.00 effective February 1, 2002.**

21.02 Extra Degree Allowance

A teacher shall be paid an annual extra degree allowance, for a post graduate degree not used for **Q.E.C.O. program 4 placement.**

- Effective February 1, 2002 - \$732.00

A post graduate degree shall be defined as a degree above the Bachelor's level and shall include a Masters degree and/or doctorate degree.

Note: Teachers who received an extra degree allowance prior to August 31, 1991 shall continue to have this allowance "grandfathered" unless the extra degree is required to be used for **Q.E.C.O. program 4** placement on the salary grid.

21.03 **Consultant Allowance**

A Consultant shall receive an annual allowance over and above the basic salary grid schedule, as follows:

- **Effective September 1, 2002 - \$5,750.00.**
- **Effective August 31, 2004 - \$5,950.00.**

21.04 **School Program Team Leaders** shall receive an annual allowance of **\$1,045.00 effective February 1, 2002.**

ARTICLE XXII - TEACHERS' SALARY GRID SCHEDULE

22.01(a) Salary grid in effect **September 1, 2002 to January 31, 2003:**

<u>EXP</u>	<u>LEV A</u>	<u>LEV A1</u>	<u>LEV A2</u>	<u>LEV A3</u>	<u>LEV A4</u>
00	29,156	34,892	36,221	38,510	39,954
01	30,908	35,955	38,367	40,751	42,313
02	32,700	37,867	40,519	44,029	44,669
03	34,491	39,779	42,667	45,236	47,029
04	36,282	42,262	44,816	47,477	49,388
05	38,073	44,383	46,965	49,751	51,746
06	39,864	46,802	49,225	51,962	54,094
07	41,655	48,273	51,652	54,203	56,498
08	43,446	50,256	54,075	56,498	58,922
09	45,238	52,120	56,498	58,922	61,347

10	50,081	55,368	60,330	61,347	63,770
11				65,289	66,196
12					70,256

(b) Salary grid in effect **February 1, 2003 to April 30, 2003:**

<u>EXP</u>	<u>LEV A</u>	<u>LEV A1</u>	<u>LEV A2</u>	<u>LEV A3</u>	<u>LEV A4</u>
00	29,302	35,066	36,402	38,703	40,154
01	31,062	36,135	38,559	40,955	42,524
02	32,863	38,056	40,721	44,249	44,892
03	34,663	39,978	42,880	45,463	47,264
04	36,463	42,473	45,040	47,714	49,635
05	38,264	44,605	47,200	50,000	52,005
06	40,064	47,036	49,472	52,222	54,365
07	41,864	48,514	51,910	54,474	56,781
08	43,664	50,507	54,345	56,781	59,217
09	45,465	52,381	56,781	59,217	61,653
10	50,331	55,645	60,632	61,653	64,089
11				65,616	66,527
12					70,608

(c) Salary grid in effect **May 1, 2003 to August 31, 2003:**

<u>EXP</u>	<u>LEV A</u>	<u>LEV A1</u>	<u>LEV A2</u>	<u>LEV A3</u>	<u>LEV A4</u>
00	29,595	35,417	36,766	39,090	40,556
01	31,373	36,496	38,945	41,365	42,950
02	33,192	38,437	41,128	44,692	45,341
03	35,010	40,378	43,309	45,917	47,736
04	36,828	42,898	45,491	48,191	50,131
05	38,646	45,051	47,672	50,500	52,525
06	40,464	47,506	49,966	52,744	54,909
07	42,282	48,999	52,430	55,019	57,349
08	44,100	51,012	54,889	57,349	59,809
09	45,919	52,905	57,349	59,809	62,270
10	50,834	56,201	61,238	62,270	64,730

11	66,272	67,192
12		71,314

(d) Salary grid in effect **September 1, 2003 to March 31, 2004:**

<u>EXP</u>	<u>LEV A</u>	<u>LEV A1</u>	<u>LEV A2</u>	<u>LEV A3</u>	<u>LEV A4</u>
00	30,113	36,037	37,410	39,774	41,265
01	31,922	37,135	39,626	42,089	43,701
02	33,773	39,110	41,848	45,474	46,135
03	35,623	41,085	44,067	46,721	48,572
04	37,473	43,649	46,287	49,035	51,009
05	39,322	45,840	48,506	51,384	53,444
06	41,172	48,337	50,841	53,667	55,869
07	43,022	49,857	53,347	55,982	58,352
08	44,872	51,905	55,849	58,352	60,855
09	46,723	53,830	58,352	60,855	63,360
10	51,724	57,185	62,310	63,360	65,863
11				67,431	68,368
12					72,562

(e) Salary grid in effect **April 1, 2004 to August 31, 2004:**

<u>EXP</u>	<u>LEV A</u>	<u>LEV A1</u>	<u>LEV A2</u>	<u>LEV A3</u>	<u>LEV A4</u>
00	30,339	36,307	37,690	40,072	41,575
01	32,161	37,413	39,923	42,404	44,029
02	34,026	39,403	42,162	45,815	46,481
03	35,890	41,393	44,397	47,071	48,936
04	37,754	43,976	46,634	49,402	51,391
05	39,617	46,183	48,870	51,769	53,845
06	41,481	48,700	51,222	54,069	56,288
07	43,345	50,231	53,747	56,402	58,790
08	45,209	52,294	56,268	58,790	61,312
09	47,073	54,234	58,790	61,312	63,835

10	52,112	57,614	62,777	63,835	66,357
11				67,937	68,881
12					73,106

- 22.02 A part-time Teacher on a contractual assignment shall be paid at a percentage of the salary the part-time teacher would receive if employed full-time. If a part-time teacher serves as a supply teacher for days or half-days in addition to the part-time teacher's contractual duties, extra payment shall be made in accordance with the **Occasional Teacher** Collective Agreement.
- 22.03 It is understood that the salary paid to a teacher is inclusive of any vacation or holiday pay entitlement.

ARTICLE XXIII GRIEVANCE PROCEDURE

- 23.01 It is the mutual desire of the teachers and Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the griever for the prompt disposition, decision, and final settlement of the grievance.
- 23.02 A grievance under this Agreement shall be defined as a difference or dispute between the Board and any teacher(s) which relates to interpretation, application or administration of this Agreement.
- 23.03(a) In no case shall a grievance be commenced at Step One later than 30 working days following the events giving rise to the grievance becoming known **or ought to have become known**, to the griever.
- (b) At all the formal steps, a grievance, to be acceptable under this Agreement shall:
- (i) be in writing
 - (ii) specify the article(s) allegedly violated
 - (iii) contain a precise statement of the fact(s) relied upon
 - (iv) indicate the redress sought
 - (v) be sent by registered mail or delivered in person

At all stages or steps a teacher may be accompanied by a **representative of the Elementary Unit**.

- 23.04 Time limits specified in the Grievance Procedure are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.
- 23.05 Complaints and Grievances shall be settled in the following manner and sequence:
- (a) All grievances must be processed through the Unit grievance committee prior to submission to the Board.
 - (b) A teacher with a complaint or grievance would be advised that the teacher should first discuss the matter with the designated Board official in an endeavour to resolve the complaint or

grievance in an informal manner before a written grievance is submitted.

- (c) The designated Board official shall reply verbally, within three (3) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Board Official, the complaint shall then become a grievance and may be processed to Step One.

STEP ONE

- (a) Failing satisfaction with the reply above, the teacher shall within five (5) working days of the receipt of the reply, submit the grievance in person or by registered mail, to the Superintendent, Human Resources or designate.
- (b) The Superintendent, Human Resources shall reply in writing by registered mail or by personal delivery, within four (4) working days of the receipt of the grievance.
- (c) If the teacher after reception of the written reply after Step One (a & b) wishes to process the claim further, the teacher must submit the request, in writing, through a Committee formulated and designated by the Unit Executive of the Units to which the teacher belongs, to the Superintendent, Human Resources within five (5) working days.

23.06 **STEP TWO**

- (a) The Superintendent, Human Resources shall arrange for the teacher to review the grievance in a meeting with the Director of Education or designate.
- (b) The teacher shall submit, to the Director of Education or designate, a concise statement of the fact(s) and the redress sought.
- (c) This meeting shall be held within five (5) working days of receipt of the letter of grievance.
- (d) The Director of Education or designate shall provide a written response, to the teacher within four (4) working days of the meeting.
- (e) If the decision is not rejected by the teacher within ten (10) working days, it shall be binding on both the teacher and the Board.
- (f) In the event that the party who originated the grievance fails to get a satisfactory reply, that party may refer the matter to arbitration in accordance with **Article XXIV**.

23.07 Unit grievances arising directly between the Board and the Unit, instead of following the procedure set out above in this Article, may be submitted in writing by registered mail or personal delivery to the other party within thirty (30) working days after either party becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint.

23.08 A grievance which has exhausted the procedure set out in this Article without being resolved, may be referred to an arbitrator or a Board of Arbitration under the procedures of Article XXIV of this Agreement.

23.9 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined by the Ministry of Education.

ARTICLE XXIV ARBITRATION

24.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been contravened, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's **nominee** to an Arbitration Board. The notice of submission to arbitration shall be served on the other party by the party submitting the grievance to arbitration within ten (10) working days from the date of receipt of the Step Two reply in **Article XXIII**.

24.02 The recipient of the notice shall within five (5) working days inform the other party of its **nominee** to the Arbitration Board.

24.03 Where two appointees are so selected they shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairperson.

24.04 **The appointment shall be made by the Ministry of Labour upon the request of either party.**

24.05 A single arbitrator will only be appointed by the mutual agreement of both parties.

24.06 A single arbitrator or the Arbitration Board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

24.07 The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.

24.08 The arbitrator or Arbitration Board, as the case may be, shall not by decision add to, delete from, modify or otherwise amend the provisions of this Agreement.

24.09 Any notice required under this Article shall be in writing by registered mail or personal delivery to the parties at their respective mailing addresses.

24.10 Each party may be represented at the arbitration by representatives of its choice.

24.11 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.

24.12 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

24.13 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the year but excluding school holidays as defined by the Ministry of Education.

24.14 Any grievance which is not properly processed through the grievance or arbitration procedures shall be deemed to have been abandoned.

ARTICLE XXV DISTRIBUTION

25.01 Each teacher in the employ of the Board, including a teacher on a leave of absence, shall receive a copy of the Agreement **within** 60 working days following ratification by the Board.

25.02 Each teacher hired by the Board shall receive a copy of this Agreement from the Board upon **being documented for benefits enrolment**.

25.03 The Board shall provide sufficient copies of this Agreement for distribution to teachers as prescribed in Clauses 25.01 and 25.02.

25.04 The Board shall make available to each teacher, a statement listing the teacher's category placement, salary, benefits, amount of coverage, and premium cost per month as soon as possible following ratification of the new Agreement.

ARTICLE XXVI MANAGEMENT RIGHTS

26.01 Where a conflict appears between a provision of this Agreement and a provision of an Act or Regulations, the provision of the Act or Regulation prevails.

26.02 No provision of this Agreement shall be construed as to prejudicially affect the rights and privileges with respect to employment of teachers, enjoyed by The Halton Catholic District School Board as granted to Roman Catholic Separate School Boards under The British North America Act, 1867, the Constitution Act 1982 or The Charter of Rights and Freedoms.

26.03(a) Save and except to the extent specifically modified or curtailed by provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.

(b) Notwithstanding the above, the Board agrees not to change the following polices and administrative procedures during the terms of this agreement: Staff Allocation Committee (S.A.C.), Affirmative Action Policy, Medical Procedures and Chief Negotiator Release Time.

JUST CAUSE

26.04(a) No teacher who has passed his/her probationary period shall be disciplined, demoted or discharged without just cause.

(b) A probationary teacher shall not be disciplined, demoted or discharged except for just cause, provided that in the case of a probationary teacher just cause shall be assessed against a lower standard.

(c) Such notice shall state the reason(s) for termination. Such notice shall be sent to the teacher's

last known address or via hand delivery by the supervisory officer to the teacher.

- (d) A teacher appointed to a position of responsibility for a specified term appointment may not use the Grievance Procedure to appeal a decision of the Board to terminate the specified term appointment at the expiry of the term thereof.
- (e) The termination of a teacher's contract or the termination of any appointment to a position of responsibility due to redundancy in accordance with Article XIV (Seniority/System Staff Reduction) is not subject to the grievance Procedure.
- (f) Without limiting the rights of a teacher under Article XV, a teacher may not use the Grievance Procedure to appeal any transfer.

PROBATIONARY TEACHERS

- 26.05(a) A teacher who has less than 3 (three) years of teaching experience shall be subject to a period of two years' probation upon commencement of employment with the Board.
- (b) A teacher who has more than 3 (three) years of teaching experience, shall be subject to a period of one years' probation upon employment with the Board.

ARTICLE XXVII DEFINITIONS

INTERPRETATION

27.01 Except where otherwise stated, the term employed herein shall have the same meaning as defined by or used in The Education Act and its Regulations and amendments thereto.

27.2 Assistant to the Principal - means a teacher in every school holding qualifications for the position acceptable to the Board who in addition to their duties as a teacher will assume school management responsibilities during temporary short absences of the Principal and/or Vice Principal.

An Assistant to the Principal will never evaluate any of the members of our bargaining unit. In the event that a Principal or Vice Principal is absent for more than 5 (five) working days they shall be replaced by an acting Principal from outside the bargaining unit.

27.03 Consultant - means a certified teacher engaged as a program leader, holding qualifications for the position, acceptable to the Board, and who assists supervisory officers, principals and teachers in the maintenance of quality programs and in effecting changes in curriculum at the system level for any group of schools or grades under the jurisdiction of the Board and holding the appointment and title for a specified time period by resolution of the Board.

27.04 Elementary Unit - means the Statutory Members of the Ontario English Catholic Teacher's Association, Halton Elementary Unit.

- 27.05 Board - means the Halton Catholic District School Board.
- 27.06 Teacher - means a Part X.1 teacher's defined by the Education Act, excluding occasional teachers,
who is assigned to teach in one or more elementary schools of the Board, or to perform such duties in respect of such school, all or most of the time and, for the purposes of clarity, excludes a supervisory officer, a principal, or a vice-principal or an instructor in a teacher training institution. All teachers must be members in good standing of the Ontario College of Teachers to be eligible for employment.
- 27.07 Part Time Teacher - means a teacher employed by the Board on a regular basis for other than full time duty.
- 27.08 Position of Responsibility - means a teacher who on the recommendation of the Director of Education is appointed by resolution of the Board to one of the following positions: Consultant
- 27.09 Teaching Experience - means successful teaching experience as a certified teacher in accordance with Article IV of this Agreement.
- 27.10 "Red Circled" - means that the salary compensation a teacher received in the current Collective Agreement is identical to the salary compensation the same teacher received in the Collective Agreement immediately preceding the current Collective Agreement.
- 27.11 Redundant - means surplus to the system.
- 27.12 Redundant Teacher - means a teacher who is declared surplus to the Halton Catholic District School Board and who has been laid off by the Board.
- 27.13 Continuous Employment - means the sum of consecutive years of contractual employment as defined in 27.23, with The Halton Catholic District School Board, and its Coterminous Board; in accordance with 14.01 (b), including teacher exchange program teaching experiences; Board approved secondment programs; Department of National Defence teaching experiences; and Board sponsored leaves of absence with salary.
- 27.14 Total Years of Employment with the Halton Catholic District School Board - means the sum of those years of teaching employment on a contractual basis as defined in 27.23 with The Halton Catholic District School Board.
- 27.15 Municipalities - for the purpose of this Agreement, Municipalities are defined as the four (4) urban municipalities of Halton Region: Burlington, Oakville, Milton and Halton Hills.
- 27.16 Probationary Teacher - means a teacher, as defined by Article XVII who has not yet passed his/her probationary period, as defined in this collective agreement.
- 27.17 Coterminous Board - means the Halton District School Board.
- 27.18 Primary Team Member - means a teacher who is assigned to the primary division as a member of that team.

- 27.19 School Program Team Leader - in addition to their duties as a teacher will assist the school administration in the management of programs in the defined areas as determined by the Board. The School Program Team Leader will hold qualifications acceptable to the Board and will be appointed for a specified time period as determined by the Board.
- 27.20 School Support Teacher - School Support Teachers are assigned by the Superintendent, Human Resources to any grade(s) or divisions in the school and carry out all normal teaching functions as directed by the Principal. Typically SST's now are assigned to alleviate class size or planning time anomalies.

ARTICLE XXVIII DEFERRED SALARY LEAVE PLAN

28.01 Description

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

The period of leave shall be for one full school year; less than, or greater than such will not be considered.

The plan provides a flexible approach for determining the period of savings leading up to one (1) year leave, however, the period of savings (salary deferral) shall not be less than two (2) years or greater than six (6) years.

28.02 Eligibility

A teacher with three (3) years seniority with the Halton Catholic District School Board shall be eligible to participate in the Plan.

28.03 Application and Approval

A teacher must make written application to the Superintendent, Human Resources on or before January 31st, requesting permission to participate in the Plan.

Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by May 1st in the school year the original request is made.

The number of leaves granted for any one year shall not exceed two percent (2%) of the number of teachers employed by the Board.

Approval of individual requests to participate in the Plan shall rest solely with the Board.

28.04 Payment Formula and Leave of Absence

The payment of salary, and Benefit Plan premiums; and the timing of the one year leave of absence shall be as follows:

- (a) In each year of the Plan, preceding the year of the leave, a teacher shall be paid a reduced

percentage of the teacher's proper grid salary and the applicable allowances. The remaining percentage of annual salary shall be deferred and this accumulated amount plus any interest earned shall be retained in trust for the teacher by the Board to finance the year of leave.

- (b) The percentage of annual salary to be deferred in each of the "savings" years shall not be less than 15%, nor greater than 30% nor shall this percentage vary more than plus or minus five percent (5%) from that percentage calculated by dividing 100% by the total number of years in the Plan.
- (c) The teacher shall accumulate credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the teacher's account shall be the current rate for the savings account used at the Board's official bank and compounded and credited monthly.
- (d) On September 1st and December 31st, or as soon thereafter as feasible, in each year a participating teacher is to receive from the Board a statement of principal and interest standing to the teacher's credit.
- (e) While a teacher is enrolled in the Plan, and not on leave, any benefits related to salary level shall be structured according to the salary the teacher would have received had the teacher not been enrolled in the Plan.
- (f) Subject to the terms of the Benefit Plans in effect, a teacher's benefits will be maintained by the Board during the teacher's leave of absence. A teacher will be eligible to participate in the Benefit Plans available to other teachers employed with the Board at the same rate payable by the teacher and on the same terms as apply to those teachers continuing in regular duties.
- (g) While on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the leave had the teacher not been enrolled in the Plan.
- (h) In the absence of any mutual agreement between the Board and the teacher, the sum accumulated to the credit of the participating teacher, including interest therein, will be paid out to the participant using the pay schedule agreed upon for teachers not on leave of absence. Payment will be forwarded to an address designated by the teacher. Additional interest accumulated during the year of leave will be paid in a lump sum at the end of the leave year.
- (i) A teacher, during the period of deferral, shall have no access to the deferred monies so long as that teacher remains in the Leave Plan.

28.05 **Terms of Reference for Leave**

- (a) On return from leave, a teacher shall be assigned, subject to the effects of declining enrolment, changing enrolment patterns or school organization changes, to the teacher's same position (including position of responsibility).
- (b) Sick leave credits shall not accumulate during the year spent on leave.

- (c) The year of leave taken under the Deferred Salary Leave Plan shall be treated as a year's teaching experience for the purpose of seniority with the Board. The teacher shall not be credited with increment in respect of that year.
- (d) A teacher shall not be granted leave under this plan who has not fulfilled all of the requirements of a previous Sabbatical or other leave plan as defined in the Collective Agreement.

28.06 **Termination of Plan**

- (a) A teacher who is declared redundant, or whose contract with the Board is otherwise terminated, shall withdraw from the Plan.
- (b) In such cases, the teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.

28.07 **Statutory Deductions**

- (a) **Pension** deductions are to be continued as provided by the current ruling of the Teacher's Pension Plan Board during the terms of the teacher's participation in the above leave plan.
- (b) Subject to the approval of the Teacher's Pension Board a teacher may, on return from the leave, make payment to the Teacher's Pension Board on the difference, if any, between the amount received in the term of absence and the amount which would represent 100% of the salary for the term of the absence.
- (c) Income tax shall be deducted on the amounts received by the teacher during each year of the Plan in accordance with the income tax regulations in effect at that time. Canada Pension and E.I. deductions and credits shall similarly be determined by the regulations in effect at that time.

28.08(a) Except by mutual consent, an election to participate in the Plan shall be irrevocable, provided however, that a teacher may withdraw from the Plan prior to March 1st of the calendar year in which the leave is to be taken. Repayment shall be as provided in 28.06(b) hereof.

- (b) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave by notifying the teacher prior to March 1st. In the event of such deferral, the teacher may choose to remain in the Plan or receive repayment as provided in 28.06(b) as aforesaid.
- (c) Should any such deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated at the expiry date of the Plan shall continue to accumulate interest as provided in 28.04(c) hereof, until the leave of absence is granted, and subject to the one year maximum deferral limitation set out in 28.08(b) as aforesaid.
- (d) In the event of a teacher's death while participating in the Plan, any monies accumulated, plus interest accrued [see 28.04(c)] at the time of death shall be paid to the teacher's estate or a beneficiary as designated by the teacher. In the event that the teacher has not made such a

designation, the monies accumulated shall be paid to the teacher's estate.

28.09 **Contractual Agreement**

- (a) The Board and the Unit(s) assume no responsibility for any consequence arising out of the implementation of the Plan related to its effect on a teacher's **pension** provisions or income tax implications or any other employment related benefits.
- (b) A teacher wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation is given.

ARTICLE XXIX - CONTINUING EDUCATION

The following terms are the collective agreement provisions applying to Continuing Education teachers.

- 29.01 "Continuing Education Teacher" as referred to in this article means a teacher employed to teach a continuing education course or class established in accordance with the regulations for which a valid certificate of qualifications or a Letter of Standing as a teacher is required by the regulations.
- 29.02 It is agreed that the employment of the Continuing Education Teacher is conclusively deemed to have been terminated by mutual agreement between the teacher and the Board upon the completion of the course or program which the teacher was employed to teach or on the date of the cancellation of the programme which the teacher was employed to teach.
- 29.03 The hourly rate of pay set out in this Agreement is based only on scheduled classroom teaching hours. However, the payment to the teacher based on such hours is payment also for performance by the teacher of duties related to his/her teaching functions such as marking, evaluation, completing reports, student interviews, preparation and all other activities necessarily related to the effective teaching of pupils.
- 29.04 The grievance and arbitration procedures are those set out in Articles XXIII and XXIV of the collective agreement.
- 29.05 Other than as set out in this Appendix, the terms and conditions of this collective agreement shall not be applicable to Continuing Education Teachers
- 29.06 The Board shall pay to a Continuing Education Teacher for each hour of instruction in a credit course the following rate of pay:
 - a) **Effective September 1, 2002 - \$34.50**
 - b) **Effective February 1, 2003 - \$35.02**
- 29.07 If required by the Employment Standards Act the above noted hourly rate are deemed to include vacation and Statutory Holiday Pay.
- 29.08 A continuing education teacher shall not be paid when absent from duties for any reason.

ARTICLE XXX - DISCRIMINATION

30.01 The Board and the Union agree that neither of them, nor any employee covered by this agreement, shall engage in discrimination or harassment contrary to the Human Rights Code. It is understood that this agreement does not preclude the Board from exercising any denominational rights which the Board possesses under s.93 of the Constitution Act or any other legal rights which the Board possesses as a Roman Catholic School Board.

ARTICLE XXXI ACTING ADMINISTRATOR

31.01 The parties agree that a teacher may be appointed to the position of acting Principal or Vice-Principal for a period not to exceed one (1) school year. For the purpose of determining seniority service in an acting position shall be considered as continuous service within the Bargaining Unit.

31.02 An acting Administrator shall not evaluate another member of the elementary bargaining unit.

ARTICLE XXXII TERMINATION OF EMPLOYMENT

32.01 A teacher, other than a continuing education teacher, shall provide written notice by November 30 of the intention to terminate employment effective December 31 and by May 31 of the intention to terminate employment effective June 30.

32.02 Notwithstanding 32.01, nothing prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time giving consideration to the continuity of the teacher's assignment and the availability of a substitute replacement.

ARTICLE XXXIII ASSOCIATION BUSINESS

33.01 Use of the premises of the Board shall be governed by the Board Policy and Procedures for the use of schools.

33.02 The Board shall provide bulletin boards space in the staff room of each school for the purpose of information. Such information must be approved by the principal prior to posting.

33.03 The Board shall recognize up to three (3) association representatives at each elementary school or work site. The Halton Elementary Unit shall notify the Board in writing by September 30 of each year of the names of the officials and association representatives.

33.04 Where the administrator of the school has a meeting with a teacher that is for formal discipline, such teacher shall be entitled to association representation at such meeting. The association representative and the aforementioned teacher shall be entitled to attend without loss of pay or benefits.

33.05 Where the Board establishes a committee requiring Association Representation, the Association representative shall be appointed by the authorized representative of the Halton Elementary Unit.

33.06 The Board shall release teachers up to a maximum of twenty (20) days system-wide upon Association request and approval by the Superintendent Human Resources. Such days shall be exclusive of collective bargaining and health and safety matters. In reviewing the request for the release of a teacher, the Superintendent of Human Resources will take into account the impact on

program delivery in the school.

- 33.07 Where such teacher(s) are released, as per Article 33.06, the Association shall reimburse the Board at the daily rate of the released teacher, **including salary and benefits**. An occasional teacher will be assigned for such teacher.

LETTER OF AGREEMENT

MANAGED HEALTH CARE PLAN

1. Dental Benefits

- (a) There will be a one (1) year lag in ODA fees effective September, 1999
- (b) Recalls effective January 1, 1999 will be as follows:
 - i) Eligible dependent children – 9 months
 - ii) Eligible adults – 9 months
- (c) Periodontal scaling will be unlimited.
- (d) Bitewing x-rays will be limited to one (1) during an eighteen month period.
- (e) Bridge replacement every ten (10) years.

2. Medical

- (a) Vision Care coverage will be \$200.00 every two (2) years
- (b) All eligible drugs shall continue to be covered 100% under the National Formulary.
- (c) Should an employee require a prescribed drug that is not available on the National Formulary, the plan shall pay 80% towards the cost of such drug. It is agreed and understood that “over the counter” drugs are not eligible for payment. All these decisions may be appealed.
- (d) Employees shall be encouraged to utilize Medi-Trust through a mail order approach to ordering drugs.
- (e) Massage Therapy as prescribed by a Doctor and administered by a licensed masseur as approved by the carrier shall be covered up to a maximum of 10 (ten) visits or \$500.

LETTER OF UNDERSTANDING

It is agreed by the parties that should a grievance be filed by the union, that the Board deems to be denominational in nature, the parties will fully explore alternatives prior to the union proceeding to the first stage of the grievance procedure.

In these circumstances, the parties agree to extend the timelines by 30 (thirty) days.

LETTER OF UNDERSTANDING

During the life of the September 1, 2002 to August 31, 2004 collective agreement, the Board agrees to absorb the cost of the collection of criminal record checks for active elementary teachers.

LETTER OF UNDERSTANDING

Effective September 1, 2002 elementary teachers' salaries will be calculated and distributed based on 194 teaching days divided by 26 equal pay periods.

LETTER OF INTENT

Re: Criminal Record Checks

The parties agree to strike a joint sub-committee to discuss procedures around the collection and retention of Criminal Record Checks. The sub-committee will meet no later than January, 2003.

LETTER OF INTENT

Re: Continuing Education Teachers Rate of Pay

Should the Board establish any additional increase in the rate of pay for Continuing Education Teachers, during the term of this collective agreement, such increase will automatically apply to elementary teachers covered under Article 29.06.

LETTER OF INTENT

Re: Performance Appraisal Procedures

The parties agree to strike a joint sub-committee to discuss procedures around teacher performance appraisals. Such procedures will be in compliance with the Education Act and regulations.

The sub-committee will meet no later than January, 2003.

