

COLLECTIVE AGREEMENT

2008 - 2012

between

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD
and

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



EFFECTIVE

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

AGREEMENT

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 _____ 17th _____ day of _____ December _____ 2008

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

per: *Christine LeMay*
Chair of the Board

[Signature]
Director of Education/Secretary of the Board

[Signature]
Executive Officer, Human Resources

AUTHORIZED REPRESENTATIVE OF THE BRANCH AFFILIATE

per: *[Signature]*
President, Elementary Panel

Brian J. MacDonald
Chief Negotiator/Local Teacher Bargaining Committee Representative

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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 individual's 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 interpretations of this Collective Agreement,

WHEREAS, the Halton Catholic District School Board and the Halton Elementary O.E.C.T.A. Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publically funded education,

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(a) 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.
- (b) The Board will release up to seven (7) members of the Bargaining Unit to meet with representatives of the Board to negotiate the renewal of the Collective Agreement.
- 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, 2008 and shall remain in effect until August 31, 2012 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, 2004 shall be determined in accordance with "Q.E.C.O." Teachers' Qualifications Evaluation Program "5" (hereinafter referred to as "Q.E.C.O. 5").
- 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 Executive Officer, Human Resources Services 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 Executive Officer, Human Resources Services. 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 Unit of O.E.C.T.A., upon request but not more frequently than on a bi-monthly basis, with a report of new teacher hires and assignment of teacher replacements including those teachers on Letters of Permission.
- 3.04 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 the Executive Officer, Human Resources Services, with a copy of the Q.E.C.O. "5" Statement or Letter of Evaluation, or a confirmation notice from Q.E.C.O. that the teacher's application is currently being processed, by December 31st of that year. Payment will be retroactive to September 1st. Late submissions to the Board will be processed under (b) below.
- (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 the Executive Officer, Human Resources Services, with a copy of the Q.E.C.O. "5" Statement or Letter of Evaluation or a confirmation notice from Q.E.C.O. that the teacher's application is currently being processed, by April 1st of that year. Payment will be made retroactive to January 1st. Late submissions will be processed under (a) the following year.
- 3.05 The teacher shall be responsible to request a salary adjustment. The Q.E.C.O. Program "5" Statement or Letter of Evaluation must be presented by the teacher to the Executive Officer, Human Resources Services when requesting a category change in accordance with the timelines contained in 3.04 above.

ARTICLE IV EXPERIENCE

- 4.01 (a) Subject to Article 27.09 experience means acceptable teaching that a teacher has gained through a contractual commitment between a certified teacher and a School Board prior to August 31, 2008.
- (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 fourteen (14) 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 –shall be placed on salary grid as five year's experience plus 0.6 increment.
- 4.03 All teaching experience for which the Ontario College of Teachers issues an Ontario Teacher Certificate or Interim Certificate of Qualification, Provisional Certificate of Qualification, or such other qualification as determined by the Education Act and Ontario Regulations.
- 4.04 When a teacher is first employed by the Board, an incremental allowance for 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 one (1) years experience, where such experience is directly related to the subject(s) to be taught. A maximum of six (6) increments may be granted. (i.e. six years). This allowance shall not allow the teacher to pierce the maximum of the salary category. Any business or trade experience in excess of that required for the admission to a Faculty of Education shall be used in the calculation.
- 4.05 All teaching experience in accordance with Article XXVII, Article 27.09 of this Agreement will be recognized for incremental purposes.
- 4.06 Subject to Article 13.07, 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 a full-time schedule (100%) or less than a full school year, then the amount of experience accrued by such teacher shall be prorated in accordance with the percentage of the full school year that such teacher was employed to teach.
- 4.08 The Executive Officer, Human Resources Services, shall have the authority to determine acceptable teaching experience for increment purposes.
- 4.09(a) Documentary Proof - Proof of qualifications and experience must be submitted to the Executive Officer, Human Resources Services prior to the commencement of employment.
- (b) 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 Executive Officer, Human

Resources Services. 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

- 5.01 The determination of any teacher salary outside the terms and conditions of this Agreement shall constitute a breach of this Agreement.
- 5.02(a) 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.
- (b) Effective September 1, 2004, elementary teacher's salaries will be calculated and distributed based on the 194 teacher days divided by 26 equalized pay periods.
- 5.03(a) The Board will deduct the College of Teachers fee, in equal instalments over the first and second pay in 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 Association 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 Association.
- (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 granted twenty (20) sick leave days effective September 1 of each school year.
- (b) Teachers working less than full time will be entitled to earn sick leave days under this article on a pro rated basis.
 - (c) 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(a) The Executive Officer, Human Resources Services may request a teacher to submit a certificate from a qualified medical or dental practitioner upon his/her return from sick leave.
- (b) The Board shall reimburse the teacher for the cost of the medical/dental certificate requested under 6.04 (a).
- 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) Teachers 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 Executive Officer, Human Resources Services 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) 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.
- (b) There will be no payment for court appearances where the employee is a party to the proceedings. The teacher will notify the Executive Officer, Human Resources Services, in advance of the proceedings (2 weeks) or as soon as possible.

ARTICLE IX ABSENCE WITH SALARY NOT CHARGEABLE TO SICK LEAVE ACCOUNT

Teachers are eligible for leave taking under this Article only through the authorization of the Executive Officer, Human Resources Services.

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

9.01(a) **Bereavement**

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 Executive Officer, Human Resources Services.

*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 Executive Officer, Human Resources Services, 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. The Unit agrees to provide the Board, wherever possible, with a minimum of 48 hours prior notice for release.

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 article 9.03 (b)(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 article 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 Executive Officer, Human Resources Services.
- (b) A teacher is to submit a request for leave under this article in writing to the Executive Officer, Human Resources Services 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 Executive Officer, Human Resources Services, will reply in writing.
- 9.05 For leaves of absence other than those above, the teacher shall make application directly to the Executive Officer, Human Resources Services. This leave may be granted without loss of salary and/or sick leave credits.

ARTICLE X ABSENCE WITHOUT SALARY

10.01 GENERAL

- (a) 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 Executive Officer, Human Resources Services 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.
- (b) 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 Executive Officer, Human Resources Services prior to March 31st of the preceding school year.
- (c) A leave of absence under this Article shall not be recognized for seniority or incremental purposes.
- (d) A teacher granted leave under this Article must notify the Executive Officer, Human Resources Services in writing by November 1st or February 1st of intent to return to teaching duties on the subsequent January 1st or for the September 1st date 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 Executive Officer, Human Resources Services 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 fulfil the requirements of 10.01(d).

- (e) The Board agrees to restore the teacher's accumulated sick leave which was earned up to the time of the leave of absence commenced, upon the teacher's return to duty. This article applies to all leaves taken under Article 10.
- (f) The teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. If the leave is less than and within the school year, the teacher will be returned to their assignment and school location upon the completion of that leave. If the leave is approved for a complete school year, the teacher may apply in the rounds subject to Article XV for his/her previous position. The teacher's preference for full or part-time duties, a specific municipality, school location, and subject assignment will be taken into consideration.

10.02 **PUBLIC OFFICE**

- (a) A teacher holding public office may be granted, as determined in consultation with the Executive Officer, Human Resources Services 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 Executive Officer, Human Resources Services 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.
- (c) The teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. If the leave is less than and within the school year, the teacher will be returned to their assignment and school location upon the completion of that leave. If the leave is approved for a complete school year, the teacher may apply in the rounds subject to Article XV for his/her previous position. The teacher's preference for full or part-time duties, a specific municipality, school location, and subject assignment will be taken into consideration.

10.03 **EDUCATION**

- (a) A leave of absence without pay for education 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.
- (b) 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.
- (c) The teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. If the leave is less than and within the school year, the teacher will be returned to their assignment and school location upon the completion of that leave. If the leave is approved for a complete school year, the teacher may apply in the rounds subject to Article XV for his/her previous position. The teacher's preference for full or part-time duties, a specific municipality, school location, and subject assignment will be taken into consideration.

10.04 **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 Executive Officer, Human Resources Services 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.
- (e) The teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. If the leave is less than and within the school year, the teacher will be returned to their assignment and school location upon the completion of that leave. If the leave is approved for a complete school year, the teacher may apply in the rounds subject to Article XV for his/her previous position. The teacher's preference for full or part-time duties, a specific municipality, school location, and subject assignment will be taken into consideration.
- (f) In extenuating circumstances, the Executive Officer, Human Resources Services, may return the teacher to their previous position if the leave extends to a full school year.

10.05 **EMERGENCY LEAVE**

- (a) 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 Executive Officer, Human Resources Services shall be made in advance whenever possible.
- (b) Any teacher returning from Emergency Leave will be returned to their former position held prior to the leave.

10.06 **Compassionate Care Leave**

- (a) Any member of the Unit may apply for a compassionate care leave, without pay, for up to eight (8) weeks per year in accordance with the *Employment Standards Act*. Written application to the Executive Officer, Human Resources Services shall be made in advance whenever possible.
- (b) Any teacher returning from Compassionate Care Leave will be returned to their former position held prior to the leave.

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 Executive Officer, Human Resources Services.

11.02 **Qualifications**

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 **Terms and Conditions**

- (a) Sabbatical Leave may be granted to a teacher on application in writing to the Board through the Executive Officer, Human Resources Services.
 - (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 Executive Officer, Human Resources Services, 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 Executive Officer, Human Resources Services 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 Plan 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 restore the teacher's accumulated sick leave which was earned up to the time of the leave of absence commenced, upon the teacher's return to duty.
- 11.07 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 (a) 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.
- (b) The teacher who is granted a leave of absence under this Article is guaranteed a teaching position

upon return to teaching duties. If the leave is less than and within the school year, the teacher will be returned to their assignment and school location upon the completion of that leave. If the leave is approved for a complete school year, the teacher may apply in the rounds subject to Article XV for his/her previous position. The teacher's preference for full or part-time duties, a specific municipality, school location, and subject assignment will be taken into consideration.

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:

- a) Christian Curriculum Development Conference
- b) Religion and Family Life Conferences
- c) School Staff Retreats
- d) Diocesan Workshops
- e) Christian Living Resource Teacher Seminars
- f) Religious Education Courses: Part I, II, III (Specialist)

ARTICLE XIII PARENTING LEAVES

13.01 PREGNANCY/MATERNITY LEAVE

- (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 **term** than the school year or **term** 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.
- (d) Any extension to the statutory entitlement provisions under the *Employee Standards Act* will be dealt with under Article X.

13.02 PARENTAL LEAVE

- (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 term than the school year or term 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.
- (d) A male teacher shall be permitted absence with pay for a period of up to two (2) days for the birth of his child within the week surrounding the birth or adoption of the child with no deduction from sick leave
- (e) Any extension to the statutory entitlement provisions under the *Employee Standards Act* will be dealt with under Article X.

13.03 ADOPTION LEAVE

- (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.
- (c) An Adoptive Parental leave of two (2) days will be granted to a teacher in conjunction with the adoption of the teacher's child.
- (d) Any extension to the statutory entitlement provisions under the *Employment Standards Act*, will be dealt with under Article X.

- 13.04(a) A teacher granted leave under Articles 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). Such teacher will not accrue seniority or incremental experience for time taken in excess of the Statutory Leaves as defined in the Employment Standards Act.

- (b) Teachers taking pregnancy leave in excess of that defined in Article XIII, article 13.02 may participate in benefit plans provided the full cost of the monthly premiums is paid by the teacher on a schedule established by the Board. Participation is subject to approval by the carrier.

TERMS AND CONDITIONS

- 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 Article 13.05.
- 13.06 Provided that the teacher complies with Article 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's 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.

ARTICLE XIV SENIORITY/SYSTEM STAFF REDUCTION

- 14.01 (a) Seniority shall be defined as the length of continuous employment with the Halton Catholic District School Board and its predecessor Boards subject to modifications as per article 14.27.
- (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 Executive Officer, Human Resources Services, for distribution to the teachers by January 31st of each year. The list shall be updated annually and posted on the Board's Intranet. A copy of the seniority list shall be sent to the Unit President.
- (b) The seniority list shall include ranking, names of all seniority teachers and the teacher's 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, 2008 and that list shall not be subject to appeals thereafter.
- (e) In school years subsequent to the 2007-2008 school year, any appeals must be made to Human Resources Services 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.

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.

- 14.05 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.
- 14.07 Where 2 (two) or more teachers have the same seniority in article 14.06 above, the order on the list shall be decided upon in decreasing order of accumulated service:
 - 1) Total years of employment with the Board
 - 2) Total years of continuous service with the Elementary schools of this Board
 - 3) Total length of continuous service with the Board
 - 4) Total teaching employment in Ontario
 - 5) Total teaching employment since basic teacher certification was acquired
 - 6) The teacher in the higher category level is to be retained
- 14.08 Where two or more teachers have the same seniority under 14.07 above, the order on the list shall be decided upon the basis of a 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 equal of seniority.
- 14.09 Where a reduction of teaching staff is necessary, the following conditions shall apply:
 - (a) 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.
- 14.10 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.
- 14.11 (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.
- 14.12 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.
- 14.13 The teacher must keep the Board informed at all times of the teacher's proper mailing address and telephone number.
- 14.14 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.
- 14.15 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.
- 14.16 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.
- 14.17 A redundant teacher who fails to report for duties as specified, except where excused by Article 14.16 shall lose all recall rights.
- 14.18 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.
- 14.19 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.

14.20 A teacher who is demoted for other than disciplinary reasons from a position of responsibility as defined in Article 27.08 shall suffer no loss in salary or allowance for the current academic year.

14.21 A teacher's seniority shall not include any period of time when he/she was on:

- (a) layoff
- (b) strike
- (c) a leave of absence when elected to a full time public office as per Article X.
- (d) All leaves of absence except as listed below:
 - (i) A teacher granted leave of absence for missionary leave or while working with agencies such as the Department of National Defence,
 - (ii) Approved studies in Education, as per Article X
 - (iii) Teacher on jury duty,
 - (iv) Teacher on compassionate or bereavement leave,
 - (v) Teacher on Association related business.
 - (vi) Teachers on Deferred Salary Leave
 - (vii) Teachers on statutory pregnancy/parental leave

Upon return from (a) through (d) 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.

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

- (a) resigns
- (b) is discharged and is not reinstated
- (c) is laid off for at least 36 consecutive months
- (d) 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.
- (e) does not return from a scheduled leave of absence unless the teacher provides a reason satisfactory to the Board.
- (f) uses a leave of absence for a reason other than for what is was granted.
- (g) is absent without approval from the Board and provides no satisfactory reason to the Board for the absence.

(h) fails to maintain membership in good standing in the College of Teachers.

14.23 No more than one (1) year seniority may be counted for any September 1st to August 31st period

14.24 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.

ARTICLE XV TRANSFERS

15.01(a) The transfer process shall occur on-line where real vacancies are posted by the Board and teachers apply and are placed according to Article 15.04(m) commencing April 1st.

- (b) System deployed teachers will neither be declared redundant or receive a Principal Initiated Transfer unless there is a system reduction in the total compliment in a specific discipline, i.e: F.S.L. teachers. System deployed teachers may be re-deployed annually to an alternate site.
- (c) Based on program/school needs and Ministry funding allocations, all system deployed teachers will receive their tentative assignments by May 1st.
- (d) Prior to bidding in the Rounds on or after April 1st, a system deployed teacher must request in writing by March 1st, and receive permission in writing from Human Resources Services, that they are relieved of their system deployed position for the subsequent school year.

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 Executive Officer, Human Resources Services.

15.04

TEACHER TRANSFER FLOW CHART		
ARTICLE	DATE	EVENT
15.04(a)	January 1	The following positions will be advertised for subsequent school year: Resource Teacher (in school) Resource Teacher (system)

	(or next working day in all cases)	Special Education Teacher English as a Second Language (ESL) French as a Second Language (FSL) French Immersion Consultants
15.04(b)	January 15	Principals and/or the appropriate Superintendent 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/or the appropriate Superintendent collects all internal/external preferences from all teachers for the 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	Completed Principal Initiated Transfer Forms shall be sent to Human Resources Services and Area Superintendents with Rationale after the Principal has met with the teacher in question.
15.04(g)	February 20	Executive Officer, Human Resources Services, shall inform the affected teacher and confirm the Principal Initiated Transfer with him/her by providing the completed form with Rationale, with a copy to the President of the Elementary Unit. The

		position currently held by this teacher shall be posted in Round one (1) on April 1 st .
15.04(h)	March 1	Principals shall submit completed Board Level Staffing Committee. data to Executive Officer, Human Resources Services
15.04(i)	March 1 st	Any system teacher who does not wish to continue as a system teacher in the coming fall, shall make their request known to the Executive Officer, Human Resources Services, with a copy to their Supervisory Officer, in writing by March 1 st .
15.04(j)	March 15	Board Level Staffing Committee report shall be completed.
15.04(k)	March 28	Executive Officer, Human Resources Services, 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(l)	March 30	Principals and/or the appropriate Superintendent shall post the staffing assignments for the subsequent school year, after considering preferences gathered January 20, including Real Vacancies.
15.04(m)	March 30	Principals and/or the appropriate Superintendent shall inform Executive Officer, Human Resources Services, of all Real Vacancies at each site or in

		system assignments.
15.04(n)	April 1	<p>Round #1 begins Placements shall be made with the following priorities in decreasing priority.</p> <ul style="list-style-type: none"> i) Redundant teachers and Principal Initiated Teacher Transfers ii) Teachers returning from leaves, teachers applying to positions in the rounds, and new hires. <p>All teachers under 15.04(n)(i) must apply to a minimum of two (2) postings in each round to facilitate placement consideration.</p>
15.04(o)	April 1	In Round 1 only, for system positions the Board will post any known system teacher vacancies. Only system teachers may apply to positions of equal status or discipline to the position they currently hold.
15.04(p)	June 30	All staffing assignments will be completed for the subsequent year based on current Board figures and availability of positions.
15.04(q)	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(r)	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.
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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 request a transfer for professional growth reasons.
- d) Transfers initiated by the Director of Education or 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 15 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(n)(i) or (ii) 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) The Board shall consider a redundancy effectively rescinded if a vacancy occurs at the school location prior to the teacher being placed in either round one or two.
- j) Prior to Round IV, all Redundant Teachers and Principal Initiated Transfer Teachers who have not received their requested placements in Rounds I to III shall be placed in a position to which they are qualified by Human Resources Services. These teachers may continue to bid in subsequent rounds without priority placement under Article 15.04 until an alternative is achieved. Article 15.05(g) would then apply.
- k) In extenuating circumstances, the Executive Officer, Human Resources Services 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 the benefit plan between the Board and the insurer including a cost breakdown upon request in the year that the collective agreement expires.

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

17.01 For each review cycle, all copies of the most recent summative reports in the Ministry of Education document, Performance Appraisal of Experienced Teachers, 2007, as amended from time to time, are to be kept on file in the Principal's office. Replacement of said documents will only occur upon the successful completion of the next review cycle.

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 Executive Officer, Human Resources Services, 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 (data from Human Resources)
- (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) Summative Report of Performance Appraisal Documents
- (l) Letters of Merit
- (m) Disciplinary notations
- (n) Any other documents relevant to the employment relationship

17.04 **CRIMINAL REFERENCE CHECKS**

The Board shall administer the collection of Offense Declaration each year. All information collected shall be stored in the same location as a teacher's Criminal Police Information Check (CPIC) and shall be held under the same parameters and guidelines as the CPIC document.

ARTICLE XVIII SUPERVISION/WORKING CONDITIONS

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

18.02(a)(i) Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the

afternoon. Such time shall not constitute supervision / on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty shall constitute supervision.

- (ii) The maxima of supervision minutes for elementary teachers will be as follows :
 - 100 minutes in 2008-09;
 - 90 minutes in 2009-10;
 - 80 minutes in 2010-11;
 - 80 minutes in 2011-12.

- (b) 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.

- (c) In assigning scheduled supervision duties, Principals shall give reasonable consideration for distance travelled for teachers assigned to two schools on a daily basis.

- (d) 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.

The principal will make their best effort to develop an initial planning time schedule that allows for forty (40) minute uninterrupted blocks.

- (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, (e) preparation of required reports and profiles.

- (c) A teacher may bank lost planning time which shall be rescheduled within the current school year by the Principal in consultation with the affected teacher.

- (d) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Board-Level Staffing Committee.

(e) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.

(f) The parties agree that preparation time for a full time teacher shall be increased as follows:

September 1, 2008	200 minutes
September 1, 2009	210 minutes
September 1, 2010	220 minutes
September 1, 2011	230 minutes
August 31, 2012	240 minutes

18.04 Effective January 2009, the Board Level Staffing Committee shall consist of equal representation between the Board and OECTA, not to exceed six (6) representatives in total. Additional representatives may be added as required. The mandate of the committee shall be to discuss/advise on the following:

- (i) Consulting on the assignment of staff generated by the increase in elementary teacher preparation time;
- (ii) Monitoring the use of the funding enhancement aimed to provide increased school safety through added supervision personnel.
- (iii) Advising on staff allocation to address the class size reduction in grades 4-8 generated by the terms of the Provincial Discussion Table (PDT) framework agreement;
- (iv) Advise on the allocation of grades 7 & 8 Student Success and Literacy & Numeracy Coaches for the 2012/2013 school year;
- (v) Addressing other staffing and workload issues as agreed to by the Parties.

The committee shall meet three times per year on mutually agreed upon dates with the first meeting date being no later than October 15th each year.

18.05 Both parties agree that professional development is an integral part of a productive and successful Catholic Professional Learning Community.

The Board and OECTA will form an annual Joint Professional Development Committee to allow OECTA to provide input into professional development days, and assist in:

- The overseeing of professional activities for teachers during Professional Activity days and consistent with the learning goals identified in the Teachers' Annual Learning Plans;
- Promoting best practices and sustaining successful Catholic Professional Learning Communities (CPLC) and monitoring their implementation.

The committee membership, including co-chairperson, will be composed of equal representation from OECTA and Board staff, not to exceed six representatives in total.

18.06 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.

- 18.07 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 25 pupils except as permitted under the Act.
- 18.08 (a) Part time teaching - A teacher wishing to teach on a part time basis shall direct a request to the Executive Officer, Human Resources Services, 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 Executive Officer, Human Resources Services.
- 18.09 IN-SCHOOL SCHEDULING ADVISORY COMMITTEE:

Each school shall have an In-School Scheduling Advisory Committee that meets at least three (3) times per year.

- (a) Composition
- (i) Principal and/or Vice Principal
 - (ii) O.E.C.T.A. Rep. (or) C.B.C. rep.
 - (iii) Teacher Representative as selected by each of four (4) divisions
 - (iv) Non-classroom Teacher Representative (F.S.L./S.E.R.T., etc.)
 - (v) Other school based staff as determined by the Principal.
- (b) Mandate
- (i) Participate in the development of all final supervision schedules.
 - (ii) Provide suggestions to ensure the efficient operation of banked planning time and the reimbursement of planning time in each school.
 - (iii) Participate in the development of the First Aid Provider schedule(s) where applicable.
- (c) Guidelines
- (i) All decisions shall be arrived at by consensus where appropriate. If consensus cannot be reached, the decision of the Principal shall be final.
 - (ii) The committee will be guided by principles of safety, fairness, and equity.
 - (i) No part of Article 18.09 will be the subject of a grievance under Article XXIII.

ARTICLE XIX PARTICIPATION IN BENEFIT PLANS

- 19.01(a) All teachers, excepting those who submit proof of coverage, in writing, to the Executive Officer, Human Resources Services will automatically be enrolled in all existing Benefit Plans, except optional coverage, following receipt of the required enrolment forms. Coverage for all participating teachers will be as of the effective date of this Agreement.

- (b) 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 bargaining unit.
- 19.02(a) The Board will contribute 100% towards the cost of the monthly premiums for the Extended Health Benefits Plan for eligible teachers.
- 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 three times (3x) salary or Three Hundred Thousand Dollars (\$300,000) 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 Twenty Thousand Dollars (\$20,000.00) in the event of the death of the spouse of the insured employee, and Twenty Thousand Dollars (\$20,000.00) 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.
- 19.07 A Managed Health Care Plan, which has been agreed to by the parties as detailed in the Letter of Understanding (Page 43 of this agreement.)
- 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.
- 20.06 A teacher on long term disability benefits will be allowed to return to their previous location if the leave of absence is under a two (2) year period. If the leave extends beyond the two year period the teacher will be placed by Human Resources Services.

ARTICLE XXI SPECIAL ALLOWANCES

21.01 ASSISTANT TO THE PRINCIPAL

Assistant to the Principal, assigned in schools without Vice-Principals, shall receive an annual allowance of the following:

- effective September 1, 2008: \$743.00
- effective September 1, 2009: \$765.00
- effective September 1, 2010: \$788.00
- effective September 1, 2011: \$811.00

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 5 placement.

- effective September 1, 2008: \$743.00
- effective September 1, 2009: \$765.00

- effective September 1, 2010: \$788.00
- effective September 1, 2011: \$811.00

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 5 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:

- September 1, 2008: \$6,129.00
- September 1, 2009: \$6,313.00
- September 1, 2010: \$6,502.00
- September 1, 2011: \$6,697.00

21.04 **SCHOOL PROGRAM TEAM LEADERS (S.P.T.L.)**

School Program Team Leaders (S.P.T.L.) shall receive an annual allowance as follows:

- September 1, 2008: \$1,061.00
- September 1, 2009: \$1,093.00
- September 1, 2010: \$1,126.00
- September 1, 2011: \$1,160.00

ARTICLE XXII - TEACHERS' SALARY GRID SCHEDULE

22.01(a) Salary grid in effect August 31, 2008:

	A0	A1	A2	A3	A4
0	34886	41749	43339	46078	47806
1	36981	43020	45907	48759	50628
2	39126	45309	48481	52682	53447
3	41269	47597	51051	54126	56270
4	43412	50567	53623	56806	59093
5	45555	53105	56194	59528	61915
6	47698	55999	58899	62173	64724
7	49841	57759	61802	64855	67601
8	51985	60132	64701	67601	70501
9	54128	62362	67601	70501	73402
10	59922	66249	72186	73402	76302
11				78119	79205
12					84063

(b) Salary grid in effect September 1, 2008:

	A0	A1	A2	A3	A4
0	35933	43001	44639	47460	49240
1	38090	44311	47284	50222	52147
2	40300	46668	49935	54262	55050
3	42507	49025	52583	55750	57958
4	44714	52084	55232	58510	60866
5	46922	54698	57880	61314	63772
6	49129	57679	60666	64038	66666
7	51336	59492	63656	66801	69629
8	53545	61936	66642	69629	72616
9	55752	64233	69629	72616	75604
10	61720	68236	74352	75604	78591
11				80463	81581
12					86585

(c) Salary grid in effect September 1, 2009:

	A0	A1	A2	A3	A4
0	37011	44292	45978	48884	50717
1	39233	45640	48703	51728	53711
2	41509	48068	51433	55890	56702
3	43782	50496	54160	57422	59697
4	46056	53647	56889	60265	62692
5	48329	56339	59616	63153	65686
6	50603	59409	62486	65959	68666
7	52876	61277	65566	68805	71718
8	55151	63794	68641	71718	74795
9	57424	66160	71718	74795	77872
10	63571	70284	76582	77872	80949

11				82876	84029
12					89182

(d) Salary grid in effect September 1, 2010

:	A0	A1	A2	A3	A4
0	38121	45620	47358	50351	52239
1	40410	47009	50164	53280	55323
2	42754	49510	52976	57567	58403
3	45096	52011	55785	59145	61488
4	47437	55256	58595	62073	64573
5	49779	58029	61405	65048	67656
6	52121	61192	64361	67938	70726
7	54463	63115	67533	70869	73869
8	56805	65708	70701	73869	77038
9	59147	68145	73869	77038	80208
10	65478	72392	78880	80208	83377
11				85363	86549
12					91858

(e) Salary grid in effect September 1, 2011

:	A0	A1	A2	A3	A4
0	39265	46989	48778	51861	53806
1	41622	48419	51669	54879	56982
2	44037	50996	54566	59294	60155
3	46449	53571	57458	60919	63332
4	48861	56914	60353	63936	66510
5	51273	59770	63247	66999	69686
6	53685	63027	66291	69976	72847
7	56096	65008	69559	72995	76086
8	58510	67679	72822	76086	79349
9	60922	70189	76086	79349	82615
10	67443	74564	81246	82615	85879
11				87924	89146
12					94614

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.
- 23.06 **INFORMAL**
- (a) 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.
 - (b) 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 proceed to Step One.
 - (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.

23.07 **FORMAL: 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 Executive Officer, Human Resources Services or designate.
- (b) The Executive Officer, Human Resources Services 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 Unit to which the teacher belongs, to the Executive Officer, Human Resources Services within five (5) working days.

23.08 **STEP TWO**

- (a) The Executive Officer, Human Resources Services 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.

23.09 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.

23.10 A grievance which has exhausted the procedure set out in this Article without being resolved may be referred to arbitration under the procedures of Article XXIV of this agreement.

23.11 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. Either party may also request the appointment of a single arbitrator. 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(a) The Board shall post a copy of the Collective Agreement on the Board's Intranet within 20 days following the completion of a signed Collective Agreement by the parties.
- (b) The Board shall provide the President of the Unit fifty (50) copies of the signed Collective Agreement for unit business.
- 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 Articles 25.01 and 25.02.
- 25.04 The Board shall provide the Unit with an electronic copy of the Collective 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 policies and administrative procedures during the terms of this agreement:
- (i) Board Level Staffing Committee (B.L.S.C.)
 - (ii) Affirmative Action Policy,
 - (iii) Medical Procedures
 - (iv) Chief Negotiator Release Time.
- 26.04 **JUST CAUSE**
- (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.
- 26.05 **PROBATIONARY TEACHERS**
- (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 Employed - 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.

27.02 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 Redundant - means surplus to the system.

27.11 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.

27.12 Continuous Employment - means the sum of consecutive years of contractual employment 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.

- 27.13 Total Years of Employment with the Halton Catholic District School Board - means the sum of those years of teaching employment on a contractual basis with The Halton Catholic District School Board.
- 27.14 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.
- 27.15 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.
- 27.16 Coterminous Board - means the Halton District School Board.
- 27.17 Primary Team Member - means a teacher who is assigned to the primary division as a member of that team.
- 27.18 School Program Team Leader (S.P.T.L.) - in addition to their duties as a teacher will assist the school administrator in the delivery 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.
- 27.19 School Support Teacher – (SST) are assigned by the Executive Officer, Human Resources Services to any grade(s) or divisions in the school and carry out all normal teaching functions as directed by the Principal. Typically SSTs are assigned to alleviate class size or planning time anomalies.

ARTICLE XXVIII DEFERRED SALARY LEAVE PLAN

28.01 Description

- (a) 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.
- (b) The period of leave shall be for one full school year; less than, or greater than such will not be considered.
- (c) 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) A teacher must make written application to the Executive Officer, Human Resources Services on or before January 31st, requesting permission to participate in the Plan.
- (b) Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by May 1st in the school year the original request is made.

- (c) The number of leaves granted for any one year shall not exceed two percent (2%) of the number of teachers employed by the Board.
- (d) 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, proceeding 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. Once the teacher has determined the percentage to be deducted, that percentage shall be maintained for the duration of 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 an Ontario Teacher Certificate or Interim Certificate of Qualification, Provisional Certificate of Qualification, or such other qualifications 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:
- August 31, 2008 \$40.58
 - September 1, 2008 \$41.80
 - September 1, 2009 \$43.05
 - September 1, 2010 \$44.34
 - September 1, 2011 \$45.67

29.07 If required by the Employment Standards Act the above noted hourly rates 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 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 Should a teacher be appointed temporarily as an Acting Vice Principal, they shall not evaluate another member of the elementary bargaining unit.

31.03 The Unit shall be informed of all appointments under this Article.

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 Executive Officer, Human Resources Services. Such days shall be exclusive of collective bargaining and health and safety matters. In reviewing the request for the release of a teacher, the Executive Officer, Human Resources Services 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.
- 33.08 No Teacher Union Representative shall be disciplined, demoted, transferred, or discharged for participating in legitimate and lawful Union activities.

I. 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 or standard denture replacement every ten (10) years.

2. Medical

- (a) Vision Care coverage will be \$225.00 every 12 years for any dependant under the age of 18, or every 24 months for each adult.
- (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.
- (f) Hearing Aids shall be limited to \$600.00 annually.
- (g) Mastectomy brassieres shall be limited to two (2) annually.

II. 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.

III. LETTER OF UNDERSTANDING

The Board agrees to create a general job description for the Consultant position by April 1st, 2009.

The Superintendent of Special Education Services and Superintendent of Curriculum Services will solicit input from consultants in the creation of this document.

IV. LETTER OF UNDERSTANDING - Re: Release Time for Assessment, Evaluation and Report Cards

The Parties agree on the importance of timely, relevant, comprehensive and meaningful assessment and evaluation of Students' learning.

In the 2009-10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.

Effective September 2010, two (2) Professional Activity Days will be designated : one prior to the first reporting period and one prior to the second reporting period.

V. LETTER OF UNDERSTANDING - Re: Group Benefits

Upon written request, the Board shall provide to the Halton OECTA Elementary Unit with requested disclosure to allow for informed decision making on possible group benefit enhancements. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process.

The parties agree to meet in the 2009/2010 school year to discuss benefit enhancements to be effective September 1, 2010.

VI. LETTER OF UNDERSTANDING - Re: Transferability of Other PDT Agreements

The parties acknowledge the Government's commitment that OCSTA and OECTA will not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements, with any other teacher federation, subject to the parties fully complying with the conditions associated with this Agreement.

VII. LETTER OF UNDERSTANDING - Re: Elementary Supervision

The parties recognize that in the interest of student safety, appropriate levels of supervision are required as determined by the Principal.

The Principal will ensure a supervision schedule is developed which complies with Article 18.02 and 18.09. Inclement weather days will not count towards the supervision minutes calculation.

Should circumstances at the school change, such as staffing shortages, Human Rights accommodations, the parties recognize that the supervision schedule may need to be adjusted. Such additional supervision duties assigned will be banked and recorded by the Principal, to be reimbursed at a later date.

Any concerns that may occur with regard to the practice of ongoing elementary supervision will be addressed through the Joint Labour Management Committee.

VIII. 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.

IX. LETTER OF UNDERSTANDING – Re: Protocol for Staffing New Elementary Schools


HALTON CATHOLIC DISTRICT SCHOOL BOARD

822 EMERY LANE, PO. BOX 3324, BRIMINGTON, ONTARIO L7R 4J3 TELEPHONE: (905) 452-4500 FAX: (905) 452-4641

March 1, 2007

 Mr. Richard Brock
 President
 Halton OECFA Elementary Unit

Dear Mr. Brock:

RE: Protocol for Staffing New Elementary Schools

Further to our meeting yesterday with Larry Clifford, you, and me, detailed below is the proposed process for the staffing of a new elementary school.

1. Principals are announced for the new school(s), and where possible, the feeder schools for the upcoming year.
2. Teachers at feeder schools are surveyed on their preference for a transfer to the new school by completing a confidential form (yet to be made).
3. Teachers in the feeder school complete two (2) sections on each form.
4. Section A will say – do you wish to stay in your current feeder school or go to new school?
5. Section B will ask teachers to give three (3) classes of positions within either the feeder school or in the new school to which they would like consideration for placement.
6. Board Administration decides on staff of the feeder school vs. new school staff based on teacher preferences.
7. Board Administration may take into consideration any variables including not duplicating the staff at the feeder school as well as assessing working relationship between teacher vs. teacher and teacher vs. Administration both at new school and feeder school.
8. Board Administration will make their final decision as to who will staff the new school and who will staff the feeder school based on teacher requests.
9. Seniority does not play any part in the decision making process.
10. All staffing assignments for the feeder school and the new school will be passed as per Article 15.4(A) – March 27th.
11. All vacancies that remain at new school and the feeder school will be posted as Band 1.
12. After teachers are placed based on their requests in the new school, as well as the feeder school, if there is a surplus of teachers remaining in the feeder school once the staffing of the feeder school has been completed, the surplus teachers at the feeder school will be declared redundant (as per Article 15.4(m) and 15.5(c) of the collective agreement).
13. Any teacher in the system, including teachers who did not get their choice in the preferences in the feeder school will also be allowed to bid in the vacancies.

Please contact me should you have any questions or concerns with respect to this draft protocol.

Yours truly,


 J. Clarke
 Executive Director
 Human Resources Services

cc L. Clifford

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