



AGREEMENT BETWEEN

WATERLOO CATHOLIC DISTRICT

SCHOOL BOARD

and

OECTA - WATERLOO UNIT

ELEMENTARY TEACHERS

For The Period
September 1, 2002 to August 31, 2004

PREAMBLE

WHEREAS it is the common goal of the Board and Teachers to provide the best possible educational service for the children of this community, and

WHEREAS it is firmly held that this educational service should be based on sound principles of a Christian Catholic character, and

WHEREAS to achieve this common goal it is essential that the Board and Teachers maintain the harmonious relationship that exists between them,

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

ARTICLE 1 - LEGAL OBLIGATIONS

1.01 Duration

This Agreement shall be effective for the period of September 1, 2002 to August 31, 2004 and shall continue thereafter under the provisions of the current Ontario Labour Relations Act.

1.02 Strike or Lockout Provision

There shall be no strike or lockout during the term of this Agreement or any renewal of the Agreement brought about through failure of either party to serve notice of proposed changes in accordance with the Ontario Labour Relations Act.

1.03 Recognition

A) The Waterloo Catholic District School Board, hereinafter called the Board, shall recognize the Ontario English Catholic Teachers Association (OECTA), hereinafter called the Teachers and/or Local Teacher Bargaining Unit (LTBU) as the sole and exclusive bargaining agent for the Teachers employed according to the current Ontario Labour Relations Act which specifically prohibits negotiation by an individual or group of individuals with the Board except as specified by the Act.

B) 1) The bargaining unit includes all elementary teachers save and except for occasional teachers.

2) Subject to the Education Act and the Regulations made thereunder and the requirements of the College of Teachers, all roles currently filled by teachers shall continue to be filled by teachers certified through the College of Teachers for the duration of this agreement.

1.04 Re-negotiation

In the event that this Agreement is altered by an outside party authorized by law to do so, those provisions so altered shall be subject to renegotiation.

1.05 Management Rights

A) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of the current Ontario Labour Relations Act, and the regulations of the Ministry.

B) The Principal shall be responsible to assign all duties deemed necessary for the safe and careful management of the school. The Principal shall distribute the duties equitably. Before assigning these duties, the Principal will discuss them with the staff affected in order to accommodate individual needs and abilities.

1.06 Relevant Data

The Director of Education will consider written requests to provide the Teachers with any documents and/or data consistent with the rights provided in the Municipal Freedom of Information and Protection of Privacy Act 1989, S.O. 1989, Section 4.

1.07 Non-Discrimination

A) The Board recognizes that every employee has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, sex, age, record of offences, marital status, family status, handicap or membership in OECTA.

A teacher who has a claim against the Board for discrimination involving any of the above will proceed through the Grievance Procedure beginning at Step Two (2) within fifteen (15) calendar days of the event giving rise to the grievance.

B) A teacher's participation in OECTA should be recognized as being a positive contribution to the school system.

C) The Board shall endeavor to provide a workplace free of harassment as defined in the Ontario Human Rights Code, for all teachers.

1.08 Just Cause

A) A claim of unjust discipline or discharge by a teacher shall be subject to the Grievance and Arbitration Procedure as set forth in this Collective Agreement.

If the grievance relates to a claim of unjust discharge:

1) The grievor must file the grievance within ten (10) calendar days after the date of dismissal.

2) The grievance is initiated at Step 2 of the Grievance Procedure.

Where the matter concerned is of a denominational nature, the Board and the LTBU shall, prior to discipline or discharge, make every reasonable effort to resolve the matter on a personal basis through professional and/or religious counselling. In the event of grievance pertaining to discipline or discharge on a denomination ground, there shall be a single Arbitrator who shall be the Bishop of the Diocese or his designate, whose decision shall be final and binding.

B) The Board shall not demote a teacher from a position of responsibility without just cause.

C) A teacher will serve a probationary period of one (1) year. The Board may extend the probationary period for one (1) additional year, by mutual agreement of the Board and OECTA.

1.09 Publication of Collective Agreement

- A) The Board shall provide each member of the Local Teacher Bargaining Unit with a copy of the Collective Agreement within ninety (90) days of the ratification by both parties of the tentative agreement.

- B) Timelines may be extended by mutual agreement.

ARTICLE 2 - GRIEVANCE PROCEDURE - REVISED

2.01 Definition of Grievance

A grievance is any difference or dispute which relates to the interpretation, application, administration, or alleged violation of the provisions of this agreement.

2.02 Disposition of Agreement

These differences or disputes exist between the Board, and the Local Teacher Bargaining Unit acting on behalf of its members (*individual or group*). All decisions, statements, and grievances shall be submitted in writing by registered mail or hand delivery. The date of registration/ delivery shall be deemed to be the date of any submission, decision or Board Grievance. The time limits may be extended by mutual agreement of the parties, in writing.

2.03 Individual Teacher Grievance:

PROCEDURE STEP ONE

After discussion with the individual's immediate supervisor, the grievor, if necessary, shall submit a concise written statement of the grievance of the alleged violations of the provisions of the Collective Agreement and the redress sought to the Director of Education or designate with a copy to the individual's immediate Supervisor. This action will be taken within sixty (60) days of the event giving rise to the grievance.

PROCEDURE STEP TWO

Within seven (7) consecutive calendar days of the receipt of the statement of the grievance, the Director of Education or designate shall meet with the grievor to discuss the matter. The Director of Education or designate shall give a written decision to the grievor within seven (7) consecutive calendar days of the meeting.

PROCEDURE STEP THREE

A) If, in the opinion of the LOCAL TEACHER BARGAINING UNIT, the grievance remains unresolved by the decision of the Director of Education or designate, the LOCAL TEACHER BARGAINING UNIT shall, within fifteen (15) consecutive calendar days, notify the other party of its desire to submit the grievance to arbitration. The notice and subsequent procedure shall be in accordance with Section 48 of the OLRA (*Ontario Labour Relations Act*).

The recipient of the notice shall, within five (5) consecutive calendar days, inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its appointee to the arbitration board.

Where two (2) appointees are so selected they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson.

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of *Labour (established under the OLRA)* upon the request of either party.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference and shall issue a decision binding upon the parties.

- B) Prior to the arbitration hearing, either party may request grievance mediation by application to the Minister of Labour. The party applying shall immediately inform, in writing, the other party of said application. All timelines will be suspended until the grievance mediation is held.
- C) However, in the event of a grievance pertaining to discipline or discharge on denominational ground, there shall be a single arbitrator who shall be the Bishop of the Diocese or designate. The decision of the arbitrator shall be final and binding.
- D) Each party shall bear the expenses of its own appointee(s) and its witnesses, and the expense of the Chairperson shall be shared equally by LOCAL TEACHER BARGAINING UNIT and the Board.

2.04 Group Grievance

If a common grievance concerning two or more members arises and each grievor affected agrees to their grievance being filed as part of a group grievance, it shall be submitted by the Executive of Local Teacher Bargaining Unit to the Director of Education of the Board within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July and August. If within twenty (20) consecutive calendar days the grievance remains unresolved, the Local Teacher Bargaining Unit with the concurrence of the grievors may proceed to Step Three (3) of the Teacher Grievance Procedure.

2.05 Unit Grievance

Where a grievance involves a question of general application or interpretation, the Board or Local Teacher Bargaining Unit may initiate the grievance by filing it with the Chief Executive Officer of the Local Teacher Bargaining Unit or the Director of Education, as the case may be, within sixty (60) consecutive calendar days, exclusive of July and August, of the event giving rise to the grievance and thereafter treat the grievance as if it were at Step Two (2) of the Teacher Grievance Procedure and thereafter at Step Three (3) if the grieving party so requests in conformity with the time limitations of the Procedure. No matter may be treated as a grievance under this clause if it could have been the subject of an individual employee or group grievance hereunder.

2.06 Board Grievance

Should the Board have a grievance with Local Teacher Bargaining Unit, it shall refer the grievance to the appropriate executive of Local Teacher Bargaining Unit within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July & August. If within twenty (20) consecutive calendar days, the grievance remains unresolved, the Board may proceed to Step Three (3) of the Teacher Grievance Procedure.

2.07 Representation

The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the Grievance - Arbitration Procedure.

2.08 Arbitration Board

An Arbitration Board may relieve against any breach of such time limits on terms it considers fair and equitable.

2.09 Attendance of Witnesses

The Chairperson of the Board of Arbitration (*or sole arbitrator as the case may be*) shall have the power to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath in the same manner as a court of record in civil cases, and to administer oaths.

2.10 Mediation

As outlined in Section 50 of the Ontario Labour Relations Act, 1995, the parties, at any time, may agree to refer one or more grievances to Grievance Mediation or Mediation Arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

2.11 Expedited Arbitration

Notwithstanding the procedure above either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act, 1995.

ARTICLE 3 - TEACHER RIGHTS AND RESPONSIBILITIES

3.01 Planning for First Day of Absence

A classroom Teacher shall be responsible for planning for the first day of absence. Further daily planning shall be the responsibility of the Occasional Teacher substituting for them.

3.02 Extra Curricular Activities

Teacher participation in extra curricular activities is recognized as voluntary, subject to provisions of the Education Act and Regulations.

3.03 Hiring Process of New Members of Teaching Staff

At the discretion of the Director of Education, or designate, the following may be directly involved in the hiring process of new members of the Teaching Staff, Consultants, Resource Teachers, Special Education Teachers, Elementary Classroom Teachers.

3.04 OECTA - P.A. Day

There shall be one-half (1/2) of one approved P.A. Day to be organized by the OECTA-Waterloo Unit. The purpose and content is to be submitted to and approved by the Board.

3.05 P.A. Day (Part-Time Teachers)

Part-time Teachers shall be required to participate in/attend Professional Activity Days commensurate with the percentage of contractual time which they are deemed to hold.

3.06 Representation on Committees

The Local Teacher Bargaining Unit will be provided the opportunity to assign teacher representation on committees whose terms of reference have collective agreement implications.

3.07 Association Representatives

- A) The Board recognizes the appointment or election by the teachers of one or more Association representative(s) at each school or worksite.
- B) The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other relevant information.
- C) The teachers at a school or worksite may request the use of a room to conduct Association business. This request must not interfere with the instructional program or community use and shall have the approval of the immediate supervisor.
- D) The Local Teacher Bargaining Unit shall have access to the use of the internal courier service and printing/copying of e-mail and faxes.

- E) If the immediate supervisor or Supervisory Officer requests a meeting with a teacher, the immediate supervisor or Supervisory Officer shall inform the teacher in advance so that they may choose to have Association representation at that meeting.
- F) Such meeting(s) will be held at a time that is mutually convenient to the parties included in the meeting.

ARTICLE 4 - WORKING CONDITIONS

4.01 Personnel Files

- A) The Board shall have the right to maintain Personnel files.
- B) A chart will be attached to the files containing the Teacher Reports. Each time a file is viewed by a Supervisory Officer, the member of the Local Teacher Bargaining Unit or a principal, the following will be recorded:
 - 1. Date
 - 2. Viewed by
 - 3. Purpose
- C) Only copies of the two (2) latest Teacher Reports will be retained in the schools. They will be kept in locked files with access limited through the Principal.

4.02 Teacher Review of Files

Individual teachers have the right to review the contents of any and all files kept on them and to obtain copies of anything therein in accordance with the Municipal Freedom of Information and Protection of Privacy Act 1989, S.O. 1989, Chapter 63 as amended. Requests for reviewing contents of files shall be handled through the Office of the Human Resource Services. A request to view one's file shall be made a minimum of twenty-four (24) hours prior to actual viewing.

4.03 Filing of Reports

All reports made upon the work of a teacher which could affect the continuance of a teacher's employment or the possible future promotion of the teacher shall be made in writing and placed within the teacher's file within ten (10) working days.

4.04 Performance Appraisal

- A) The performance appraisal of a teacher shall be conducted in accordance with the Education Act, Regulations and related Board policies and procedures.
- B) No member of the bargaining unit shall participate in the evaluation of another member.
- C) Upon receipt of the summative copy of the Performance Appraisal form the teacher may add comments to it, sign it (*with the express understanding that such signature is only an acknowledgement of having received a copy thereof*) and return it to the principal for placement in the teacher's file at the Board office.
- D) Voluntary activities shall not be evaluated within the context of the performance appraisal process.
- E) A teacher receiving an unsatisfactory Teacher Performance Appraisal will receive a letter authored by OECTA advising he/she to contact OECTA for direction/advice.

- F) Final evaluation of a teacher, upon termination of employment, shall be concluded prior to severance. No documents or other material shall be placed in the Personnel file containing the Teacher reports of such teachers after severance.

4.05 Teacher Report Information

A teacher may request in writing through the Office of Human Resource Services the removal of a negative report in their file. It is understood that there may be a denial of any such request.

4.06 Record of Contributions

The Teacher's individual file shall contain a record of outstanding work or voluntary positive contributions to the school system. Such services as participation on Board Committees, special projects, extra curricular activities, or professional participation in OECTA matters shall be recorded and entered in the Teacher's file. The Local Teacher Bargaining Unit shall provide the Board with a record of such contributions to the school system no later than June 15th of each school year.

4.07 Disposition of Complaints

A complaint received upon the work of a teacher, which will be investigated, shall be brought to the attention of the teacher as soon as possible but no later than fifteen (15) working days from the date of complaint. The teacher will be given the opportunity to explain or refute the basis of the complaint.

4.08 Health And Safety

- A) No teacher shall be discharged, penalized or disciplined for refusing to work as provided in the current Occupational Health and Safety Act. There shall be no loss of pay or benefits during the period of refusal.
- B) The OECTA Waterloo Unit shall appoint one (1) Elementary Teacher plus one (1) alternate to a joint Health and Safety Committee to carry out its mandate under the terms of the current Occupational Health and Safety Act.

4.09 Seniority/Redundancy/Notification

A) Seniority

- 1) For the purpose of this agreement seniority shall start from the most recent date of hire within the Local Teacher Bargaining Unit.
- 2) The Board shall prepare a seniority list of all elementary Teachers within its employ by January 31st of each year to be effective December 31st of the same year showing the name and date of hire. This list will be posted in each school.
- 3) Teachers who believe that their placement on the list is incorrect must contact the Office of Human Resource Services within thirty (30) calendar days of receipt. Thereafter the list will be deemed correct for the next period.

- 4) For the purpose of this list, Teachers whose contractual effective date was before September 1, 1978, will show on the list as August 31, 1978.
- 5) Teachers hired before September 1, 1978 will show on the list in alphabetical order. Teachers hired after 1978 will show in order of hiring date.
- 6) Commencing September 1985, the Board will recognize for seniority purposes, the total of the teacher's experience with the Waterloo Catholic District School Board and its predecessors.

B) Redundancy

- 1) Where the number of teaching staff is reduced, reduction shall be made in the following order:
 - a) Attrition
 - b) Reverse order of seniority
- 2) Where more than one (1) teacher has the same date of hire, redundant teachers shall be determined by the following conditions:
 - a) reverse order of seniority determined by total teaching experience with this Board and its' predecessor Boards.
 - b) reverse order of seniority determined by total teaching experience with any Ontario School Board.
 - c) Current Q.E.C.O. rating in the following order:

AO, A1, A2, A3, A4
- 3) Where more than one (1) teacher continues to have the same seniority, the redundant teacher(s) shall be determined by the Office of Human Resource Services.
- 4) Where qualified teachers with qualifications in special subject areas are required, priority shall be given to those already on staff who are qualified or who can become qualified within fourteen (14) months of the end of the current school year. Where a teacher has indicated that they have made every effort to meet the necessary requirements, an extension may be granted at the discretion of the Board.
- 5) Redundant positions will be determined on a system-wide basis.

C) Notification

- 1) On or before March 31, the Board shall notify the Local Teachers Bargaining Unit of the suspected number of potential redundancies for the ensuing year. Teachers who may potentially be terminated because of redundancy shall be so notified, in writing, not later than May 1, preceding the September 1, on which the termination may become effective.

- 2) In the event that potential redundancies for the ensuing year are indicated, present elementary teaching staff shall be placed in any openings for which they are qualified, prior to access/placement of teachers not currently covered by this collective agreement.
- 3) In the event that a teacher transfers from a secondary school into the elementary panel, the teacher will have the seniority and contractual status in effect at the time of the transfer, applied to the placement on the seniority list.
- 4) All transfers between the elementary and secondary panels shall require the consent of the teacher and compliance with all appropriate provisions in effect.
- 5) Teachers on a Probationary Contract released due to redundancy shall receive a letter stating this as the reason for termination. The issuance of such a letter shall in no way limit 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.

4.10 Reduction - Positions of Responsibility

Where a reduction is necessary in any of the following positions and a responsibility allowance is paid under the terms of this Collective Agreement, length of continuous service in that position with the Board will be given first consideration: Consultants or Resource Teachers by subject or specialty.

4.11 Recall

- A) The Board will determine the position(s) available.
- B) The Board will determine the experience and qualifications required for position(s) available, taking into account Ministry regulations.
- C) The Board will recall teachers in reverse order in which they were declared redundant.
- D) The right to recall shall terminate twenty-four (24) consecutive months from August 31st of the contractual year in which the teacher is declared redundant.
- E) All teachers terminated for reason of redundancy will be placed on the Recall List.
- F) Teachers maintained on the recall list shall not be on contract but shall be given priority whenever possible for the next twenty-four (24) consecutive months to fill occasional teacher positions as they become available without forfeiting their right to recall as set out above.
- G) Teachers recalled will continue the seniority and sick leave credits they had prior to interruption of service.
- H) The following steps shall be used in recalling Teachers:

- 1) The Office of Human Resource Services shall notify the teacher of an available position by telephone, confirmed by Registered Mail or registered by courier. The notification will be sent to the last address which the teacher registered with the Board.
- 2) It is the teachers' responsibility to keep the Board informed in writing of a change of address and telephone number within ten (10) calendar days of relocation.
- 3) The teacher shall within ten (10) calendar days after the date of the registered letter advise, in writing, the Human Resource Services Office of their intention to return at the required time, failing which, their rights to recall are null and void.
- 4) Where two or more teachers have equal rights to recall to a specific position, the Board, after consultation with the Principal of the school, who has interviewed the teachers involved, will determine the teacher to be recalled.
- 5) Where a teacher is recalled, it will be to an available position, equivalent to the teacher's previous employment status*.
*(*employment status shall mean full-time or part-time)*
- 6) If a teacher refuses a position of equivalent employment status*, recall rights will be forfeited.
*(*employment status shall mean full-time or part-time)*
- 7) A teacher who is hired by another School Board shall forfeit recall rights.

4.12 Staffing

- A) The Board shall ensure that the average size of its Elementary School classes, in the aggregate, as of October 31st each year, shall be made in accordance with Section 170.1 of the Education Act which may be amended from time to time.
- B) 1) The Board shall maintain the average class size in Junior Kindergarten and Kindergarten, or combined classes of Junior Kindergarten/Kindergarten to a system ratio of 22:1.
- 2) A Paraprofessional Assistant will be provided in Junior Kindergarten, Kindergarten and combined Junior Kindergarten/Kindergarten classes when the average enrolment in these classes in a school exceed twenty-three (23) students.

4.13 Salary of New Positions

When the Board creates a new position a job description of the new position shall be presented to the Negotiating Teams of the Board and the Teachers. The salary and/or allowance will be negotiated and a recommendation presented to the Local Teacher Bargaining Unit. Upon ratification by both parties the salary and/or allowance shall become part of this Agreement.

4.14 Transfers

A) Teacher transfers shall occur in accordance with the Transfer and Posting procedures developed jointly between the Board and the Teachers.

For the purpose of this Agreement, there shall be two (2) types of transfers as follows:

1) Transfer Via Required Placement

- a) Teachers who, due to changes in school enrolment, are surplus in their present school(s).
- b) Teachers holding Board-wide position(s) who are returning to a specific school teaching position.
- c) Any teachers having completed five (5) continuous years of experience in a school and/or position (including up to one year leave) and seeking another teaching position.
- d) Under extenuating circumstances, other teachers as approved by the appropriate Supervisory Officer.
- e) Any teacher requesting a half-time leave or half-time reduction in contract status.
- f) A teacher who has participated in the required placement process and has not been accommodated will be given the opportunity to discuss the reasons with their Superintendent. The reasons will be given, in writing, where requested by the teacher.

2) Transfers Via Posting:

- a) Any teacher with two or more continuous years of experience in present school and/or position (*including up to one year leave*) at the date of posting.
- b) Where specialized qualifications are required (*e.g. Special Education, French as a Second Language, an individual must have the qualifications at the time of application*).
- c) Under extenuating circumstances, other staff approved by the appropriate Officer.

B) An annual review of the Procedures will take place prior to their issuance to all Teachers. Through the Office of Human Resource Services, representatives of the Local Teacher Bargaining Unit will be provided with an opportunity for input and any revision will be made by mutual agreement.

C) The transfer procedures will not be changed or modified for the duration of the transfer process except by mutual agreement.

- D) The Office of Human Resource Services will notify in writing a teacher who will be transferred to a school in a different community within the system in the next school year as soon as the decision to transfer is made, but no later than May 15th of the current year.
- E) The Board, operating within the provisions of the Education Act and Regulations, may administratively transfer or re-assign a teacher at any time for extenuating circumstances. Such transfers or re-assignments shall be communicated to the Local Teacher Bargaining Unit as soon as possible after the decision has been made.

4.15 Postings for Positions of Additional Responsibility

- A) The Board will post all positions of additional responsibility within the Bargaining Unit.
- B) All postings will include the qualifications necessary for the position.
- C) Unsuccessful applicants may apply to the Human Resource Services Office or appropriate Supervisory Officer for a debriefing meeting.
- D) All postings shall be placed in schools prior to any public advertising. During the school vacation periods, postings will be placed at the Central Board Office and copies of such postings will be sent to the OECTA President.

4.16 On-site Teaching Staff - Considerations

Based on dialogue between the teacher and the immediate supervisor, current on-site teaching staff, where possible, will be made aware of and considered for the openings within the school for September of each school year.

4.17 Planning Time

All full time teachers shall have no less than one hundred and sixty (160) minutes of planning/evaluation/preparation/consultation time per week.

Part-time teacher planning time will be pro-rated based on the percentage of time taught.

- 1) No preparation time shall be less than 40 continuous minutes.
- 2) Preparation time shall begin no later than the first Monday of the school year.
- 3) Preparation time shall be scheduled by the Principal with input from the teacher.
- 4) This clause includes all French as a Second Language teachers.

4.18 Teacher in Charge

- A) The parties recognize that from time to time school Administrators (*Principals and Vice Principals*) may be absent from their duties. To accommodate these situations, a teacher may be designated a Teacher in Charge at a school.

- B) A Teacher in Charge will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the collective agreement.
- C) Such assignments shall not exceed thirty (30) school days in total, per school year except with the mutual agreement of the Board and the Local Teacher Bargaining Unit.
- D) The Board shall replace any teacher designated as a Teacher in Charge with an occasional teacher for absences greater than one (1) day.

All staff shall be eligible for consideration for this position. The Principal shall make a recommendation in this regard to the Superintendent of the School. There is no intent to have an individual transfer from one school to another for such a position.

4.19 Acting Administrator

- A) The board may assign to a teacher the duties of acting administrator (*principal/vice-principal*) for a temporary period of time not to exceed sixty (60) consecutive school days. Any extension of this period shall only be made with the mutual agreement of the Local Teacher Bargaining Unit and the Board.
- B) Acting Administrators shall be selected, where possible, from the existing Leadership Pool and or have appropriate qualifications.
- C) Acceptance by the teacher, of such temporary duties, shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- D) All other provisions of this agreement shall apply to the teacher during such a period of temporary assignment.

The Acting Administrator shall be compensated at the per diem rate for such a position.

- F) In the event of the opening of a new school an Acting Administrator may be appointed for a period of up to five (5) months. Any extension of this period shall be made only with the approval of the Board and OECTA.

4.20 Restrictions on Personal Care Duties

- A) No teacher shall be requested to carry out any of the following procedures:
 - lifting and positioning
 - assistance with mobility
 - feeding
 - toileting
 - injecting of any substance

However a teacher shall provide help and/or seek assistance for a student in an emergency.

- B) The Board shall, through existing or supplementary insurance coverage, insure Teachers against claims arising from the administration of medication in emergency/non-emergency situations.

4.21 Assault

For a series of complex reasons, violence is being frequently resorted to in society. In the educational setting Teachers are sometimes the target of assault by students and others.

- A) The Board and the Local Teacher Bargaining Unit recognize that every teacher has the right to security of person in the workplace.
- B) Under the Criminal Code of Canada, an assault occurs not just when someone intentionally applies force to another person without that person's consent, but also when a person attempts or threatens to apply force.
- C) Where the teacher believes that an assault has taken place, the following actions shall be taken:
 - 1) The assailant is to be removed from the presence of the teacher as soon as possible.
 - 2) The teacher is to receive immediate medical attention when warranted and medical verification of the injuries from a qualified medical practitioner (*Physician*).
 - 3) The teacher, or a colleague, informs the Principal or designate who, in turn, informs the appropriate Supervisory Officer of the alleged assault, and requests that the Board's legal counsel be advised.
 - 4) The Principal, or Teacher in Charge, with the possible assistance of the police, immediately establishes the details of the alleged assault and identifies witnesses if any.
 - 5) Where the alleged assailant is a student in the school, the Principal immediately reassigns the student out of the class of the assaulted teacher and, where appropriate and possible, considers the permanency of the reassignment.
 - 6) Where the investigation establishes that an assault has taken place and that the assailant is a student in the school, the Principal shall ascertain whether the student should be suspended pursuant to Section 22 of the Education Act. Where appropriate and possible, the student will not be assigned to the assaulted teacher's class for the following term.
 - 7) Where an investigation establishes that the assailant is a person other than a student in the school, the Principal or Teacher in Charge calls the police to investigate.
 - 8) The Principal or Teacher in Charge makes a written account of the events, times and witnesses and furnishes the teacher with a copy of this account and any other reports pertaining to the assault.

9) The teacher, or if necessary, a colleague or the Principal, informs the OECTA staff representative and the Unit President of the assault.

10) Where necessary, the teacher receives time off from all duties to a maximum of sixty (60) calendar days, without loss of pay, service credits, or sick leave credits. Where time off beyond sixty (60) calendar days is required, the teacher's accumulated sick leave credit will be used.

D) The Teachers and the Board agree that a safe and secure educational environment is a shared responsibility, requiring mutual understanding and co-operation. Therefore both parties agree that personal security of staff must be recognized in determining appropriate supervisory responsibilities.

4.22 Lunch Break

Effective September 1, 2002 - August 31, 2004

A) A scheduled interval between classes for lunch break for teachers shall not be less than forty (40) consecutive minutes.

B) Every Elementary school shall have one (1) Lunch Hour Supervisor effective January 4, 1999.

C) Effective September 1, 2001 each teacher shall have a forty (40) minute (*consecutive*) lunch break free from assigned supervision duties to run concurrent with the students lunch period.

Should a Lunch Hour Supervisor (LHS) not be available, teachers will assist with noon hour duties until a replacement is hired. Teacher use is to a maximum of fifteen (15) working days from the date of unavailability of the LHS.

4.23 Absence of ½ Day or More

In the event of the absence of a teacher for a half-day or more, a daily occasional teacher shall be utilized when necessary and available in order to assume all regular responsibilities and assignments.

4.24 Investigation by the College of Teachers

If a teacher is the subject of an investigation by the College of Teachers, no action will be taken upon said teacher by the Board, without prior investigation by the Board.

ARTICLE 5 - LEAVES OF ABSENCE

5.01 Long-term Leave

Leaves without pay may be granted at the discretion of the Board to a maximum of one (1) year at a time without loss of previous service credit.

- A) Except for statutory leaves, a teacher must have completed two (2) years of employment with the Board at the time of the request. Such application shall be made in writing on or before February 15 of the previous year.
- B) A teacher while on such leave who wishes to request an extension of said leave must make such application in writing on or before February 15 of the school year in which the leave is taken. Should no request of extension be made in writing to the Superintendent of Human Resource Services on or before February 15, it is understood and expected that the teacher will return to an assigned position.

5.02 Short-term Compassionate Leave

Short-Term Compassionate Leave may be granted at the discretion of the Office of Human Resource Services with or without loss of pay, service credit and/or sick leave credits.

5.03 Bereavement Leave

Bereavement Leave shall be granted under the following terms and conditions:

- A) In the event of the death of an employee's spouse, child, step-child, ward, brother, sister, or parent, leave will be granted without loss of pay or service credit for up to five (5) working days within an eight (8) calendar day period beginning with the date of death.
- B) In the event of death of an employee's mother-in-law, father-in-law, fiancé/fiancée, grandchild or grandparents, leave will be granted without loss of pay or service credit for three (3) working days within an eight (8) calendar day period beginning with the date of death.

5.04 Bereavement Leave - Other

At the discretion of the Office of Human Resource Services one (1) day will be granted for the purpose of attending a funeral.

5.05 Emergency Leave

Emergency leave of up to one-half (1/2) day requires the approval of the Principal or designate.

5.06 Pregnancy/Parental Leave

Pregnancy/Parental Leave shall be granted in accordance with the current Employment Standards Act, R.S.O. 1980, Chapter 137, as amended.

If a request for an extension of the leave is granted, the teacher assumes full responsibility for the cost of such benefits for the extended period of time. The onus is on the teacher to request, in writing, the benefits to continue for the period of the approved extension of the leave.

5.07 Adoption Leave

For Adoption Leave the employee shall have the option of Plan A or B.

- A) PLAN A - A teacher shall be granted special leave without loss of pay up to a maximum of one (1) day for needs directly related to the legal adoption of a child.
- B) PLAN B - Where a teacher officially adopts a child, leave of absence may be granted under the same terms and conditions as outlined for Pregnancy/Parenting Leave except for proof of pregnancy. The teacher shall notify the Board when initial approval of the adoption application is received from the adoption agency.

5.08 Paternity Leave

A male teacher shall be granted up to a maximum of one (1) day for needs directly related to the birth of his child without loss of pay or service credit.

5.09 Educational Leave - Conferences

Educational Leave may be granted without loss of pay or service credits for attendance at approved professional conferences and seminars at the discretion of the Office of Human Resource Services or designate.

5.10 Educational Leave - Board Initiated

Where the Board initiates the request for Educational Leave, the Board shall pay one hundred percent (100%) of approved costs.

5.11 Educational Leave - Long Term

Long-Term Educational Leave may be granted at the discretion of the Board, upon request by a teacher provided that said Leave commences on the first day of a new school term, normally September 1st, without loss of previous service credit.

5.12 Graduation

One (1) day without loss of pay or service credit will be granted for the purpose of attending a university graduation for self, spouse or child.

5.13 Final University Examination

- A) One (1) day without loss of pay or service credit will be granted for the purpose of taking a final university exam during the regular teaching day.
- B) One half (1/2) day will be granted if the examination is written on a school day but outside the regular teaching hours.

- C) The onus is on the teacher to submit proof, satisfactory to the Board, that the university exam is a final one and the time at which it is written.

5.14 Jury Duty/Court Appearances

- A) Time will be allowed for Jury Duty or Subpoenaed Witness Service without loss of pay or service credit. As full pay will be issued by the Board, any remuneration received for Jury or Witness Service will be turned over to the Board minus the value, supported by receipts, of any extra expenses caused by such service.
- B) A teacher facing court appearances will be given the time to plead the case with no loss of service credit. At the discretion of the Director, the teacher may be required to reimburse the Board for the cost of a replacement teacher.

5.15 Sick Leave

Sick leave with full pay will be granted to a maximum of twenty (20) days for the current school year plus any unused accumulated Sick Leave.

5.16 Sick Leave - Accumulation

One hundred percent (100%) of unused sick leave per year shall be carried forward and accumulated up to a maximum of two hundred and forty (240) days.

5.17 Certification of Illness

The Board has the right to request certification of illness by a physician.

5.18 Cancellation of Unused Sick Leave Credits

Unused sick leave credits with this Board are canceled on termination of employment except as outlined in this agreement.

5.19 Previous Board Accumulated Sick Leave Credits

Effective September 1, 1991, when a teacher becomes an employee of this Board, the Board shall recognize one hundred percent (100%) of the accumulated sick leave credit recognized by the teacher's previous Board to a total of two hundred and twenty (220) days. This clause is not retroactive.

5.20 Use of Sick Leave Credits

After the statutory sick leave of twenty (20) days has been used in any school year, each eligible employee shall receive pay under this plan for absence caused by sickness, quarantine, physical and or mental disability up to the amount of their accumulated sick leave.

5.21 Statement of Sick Leave Credits

A statement of annual salary, years of recognized teaching experience, responsibility allowance (if any), and accumulative sick leave credit will be sent to each teacher no later than

October 31st. Any discrepancy must be reported in writing within thirty (30) consecutive calendar days, otherwise the statement will be deemed to be correct.

5.22 Sabbatical Leave

The Board agrees to provide its teaching staff with the opportunity to improve its competency in areas deemed to be needs of the school system through a Sabbatical Leave Plan as outlined in Appendix “B”.

5.23 Leave - Appointed or Elected Positions

Where a teacher is an Appointed or Elected Member of a Standing Committee or Commission of a Municipal Council or a Library Board, or Conservation Authority of the Region of Waterloo, the individual may be granted, at the discretion of the Director of Education, with or without loss of pay or service credits, leave for the purpose of attending meetings or conferences directly related to their election/appointment when they have been duly authorized by the governing body as an Official Representative. The leave so granted shall not exceed three (3) days in a school year.

5.24 OECTA President Release

- A) The President of the OECTA-Waterloo Unit shall be released up to full-time from assigned duties in order to perform the functions of the position of President.
- B) The Chief Executive Officer of the alternate Bargaining Unit of that from which the President is elected, will be released .5 FTE from assigned duties in order to perform the functions of the elected office.
- C) Where the President of the Unit is elected from the Elementary Teacher Bargaining Unit, the Chief Executive Officer of the Elementary Teacher Bargaining Unit of OECTA - Waterloo Unit, shall be released up to a maximum of twenty (20) days from assigned duties in order to perform the functions of that position.
- D) Requests for release time for additional members of OECTA-Waterloo Unit shall be submitted in writing to the Director of Education or designate for approval.
- E) 1) The request(s) for regular release time for the President or CEO of OECTA-Waterloo Unit must be submitted to the Board for approval by June 15th of each school year.
2) It is understood by all parties that where release time is less than full-time, consultation between the teacher and the immediate Supervisor will establish a satisfactory procedure for actual release time.
- F) Those Teachers released as per above will be paid a regular salary without loss of service credits, according to Agreement(s) in effect between the Board and Local Teacher Bargaining Unit.

- G) The Board will be reimbursed by the Federation for salary and benefit costs (if any) paid to or on behalf of the President.
- H) The Board will be reimbursed by the OECTA - Waterloo Unit for the costs of daily occasional teachers required to provide for release time for members fulfilling Association duties and responsibilities.
- I) At the discretion of the Director or designate, the President shall be involved in the selection process of their replacement.

5.25 Deferred Salary Leave

The Board will grant leave of absence on one (1) year to Teachers on the basis of spreading three (3) years salary of four (4) years, four (4) years salary over five (5) years, or five (5) years salary over six (6) years, (*hereinafter called the Deferred Salary Leave Plan*) - See Appendix "A".

5.26 Sabbatical Leave Plan

The Board approved Sabbatical Leave Plan is contained in Appendix "B".

5.27 Personal Leave Days

A teacher will have access to up to two (2) days per school year. These days will be charged against sick leave. They are non-cumulative. Except in cases of emergency, these days will be scheduled with the approval of the immediate supervisor. Part-time teachers will have access to a pro-rated amount of time.

Personal leave days cannot be scheduled on the school days before or after a break (March, Christmas and Summer) or before or after a Statutory holiday. Requests to be absent should not conflict with student evaluation and reporting periods, professional activity days nor with the start up/end of a school term.

ARTICLE 6 - EMPLOYEE BENEFITS

6.01 Employer Health Tax

The Board will pay the premium for Health coverage as required under the requirements of the Employer Health Tax Act, S.O. 1989, Chapter 76.

6.02 Extended Health Care

Effective September 1, 1990, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan.

6.03 Group Life/Dismemberment Insurance

The Board agrees to pay one hundred percent (100%) of the premium to provide \$50,000 of Group Life Insurance coverage and a Dismemberment Insurance Plan, approved by the Board for each eligible Teacher as a condition of employment.

6.04 Dental Plan

- A) Effective September 1, 1989, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan.
- B) Effective October 1, 2003, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a life time maximum of \$500.00 for active employees, adults and children.
- C) Effective October 1, 2003, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$500.00 for active employees, adults and children.

6.05 Plan Participation

- A) Effective September 1, 1981, every eligible new Teacher must participate as a condition of employment in the Extended Health and Dental Plans as outlined in Article 6.
- B) Effective September 1, 1991, every new Teacher who is a member of the Local Teacher Bargaining Unit must participate in the Long-Term Disability Insurance Plan approved by the OECTA-Waterloo Unit in consultation with the Board.

6.06 E.I. Discount Return

Part or all of the increased contributions towards the above Employer Health Tax, Extended Health, Dental Benefits, and Life Insurance Benefits will be covered by the E.I. Discount Return.

6.07 Canada Savings Bonds Payroll Savings Program

The Board shall make Canada Savings Bonds Payroll Savings Program available for purchase through the Board approved payroll deduction plan.

6.08 Teacher Pension Contributions

The Board administers the collection of the Teacher's share of the premiums as required by the Government sponsored Ontario Teachers' Pension Act (1989) as amended.

6.09 Participation in Board Benefits

Teachers employed by this Board shall be eligible to participate in Board Benefit Plans. Where there is a cost involved, the Board shall contribute an amount towards benefits calculated by multiplying the percentage of time worked by the amount of Board Participation for Full-Time Teachers.

6.10 Termination of Benefits

- A) Dental, Life and Extended Health Care Insurance coverage will be continued until the end of the month that a Teacher ceases employment with the Board.
- B) The Board shall continue to pay its portion of the premiums for Dental, Life and Extended Health Care Insurance as identified in Articles 6.02 - 6.04 for a period of two (2) years on behalf of a Teacher on Long Term Disability.
- C) The Board shall allow a Teacher on Long Term Disability to continue participation in all benefit plans. The Teacher must assume full responsibility for the cost of such benefits while on Long Term Disability. The onus is on the Teacher to request the benefits to continue for this period of time.

6.11 Redundant Teachers - Benefits

For those Teachers declared redundant, benefit coverage, referred to in Article 6.10, may be continued by the Teacher beyond the end of the month employed up to a maximum of twenty-four (24) months or the date of resignation, whichever comes first, by paying in advance the full premium cost for the coverage. These payments may be made in quarterly instalments with eight (8) post-dated cheques. Otherwise these payments can be paid in full in advance for the twenty-four (24) months.

6.12 Teachers on Pension - Benefits

The Board shall allow a Teacher on pension with the Ontario Teachers' Pension Plan, and/or spouse, and dependent children of a deceased Teacher, to continue participation in all Board Benefit Plans with the exception of Dental Restoration and Orthodontics, providing the Teacher, spouse or dependent children pay(s) the full amount in a manner approved by the Human Resource Services Office. Participation is subject to the conditions of the Plans and the requirements of the carrier(s) at the effective date(s).

6.13 Right to Tender

- A) The Board reserves the right to tender employee benefits at any time providing the level of benefits are not decreased.
- B) There shall be a joint committee established to review all benefit plans and make recommendations for improvements. Such recommendations will be approved by both parties.

6.14 Payroll Deductions/Group Registered Retirement Savings Plan

- A) It is understood that the Board will make available, for the life of contract, payroll deductions for one hundred percent (100%) employee paid deductions for the following areas (*when feasible by the carrier*):

- Teacher Optional Life Insurance
- Teacher Dependent Life Insurance
- Long Term Disability Insurance
- United Way

subject to the conditions as listed in Board Minutes of October 27, 1980. The monies so deducted will be remitted by the Board to the Ontario Teachers Insurance Plan (OTIP) as per the January 1981 Agreement between the Board and OTIP or to such other carrier as may lawfully be Authorized by the Local Teacher Bargaining Unit.

- B) It is understood that the Board will make available, for the life of contract, payroll deductions for one hundred percent (100%) employee paid deduction for Group Registered Retirement Savings Plan contributions subject to the conditions as listed in Board minutes of March 23, 1992.

The monies so deducted will be remitted by the Board to the approved carrier as per the March 1992 Agreement between the Board and the approved carrier or to such other carrier as may lawfully be authorized to do so upon consultation with OECTA-Waterloo Unit - Elementary Branch Affiliate.

6.15 College of Teachers Dues Deductions

College of Teachers dues will be deducted over 2 pay periods in January annually.

ARTICLE 7 - REMUNERATION

7.01 Method of Payment

Payment shall be calculated and paid in twenty-six (26) bi-weekly installments beginning no later than the second Thursday of September.

7.02 Federation Dues

A) The board shall deduct from the pay of each teacher who is within the scope of this agreement, equal installments for the fees established by the Association. The Association shall advise the Board, in writing, of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall remit the total amounts so deducted to the Ontario English Catholic Teachers Association by the fifteenth (15th) of the month following the deduction and thereafter monthly.

B) Upon request from OECTA - Waterloo Unit the Board will deduct one levy per year from those teachers paying Federation Dues referred to in 7.02 (A). The monies will be remitted to the Waterloo Unit OECTA within sixty (60) days of the request.

7.03 Experience Recognition Date

For the purpose of determining and calculating experience, increments and qualifications, September 1st will be recognized as the beginning of the teaching year.

7.04 QECO Programme

Effective September 1, 2001 placement on the grid will be determined through use of Q.E.C.O. Programme 5.

7.05 Proof of Qualifications

Onus of proof of a teacher's placement on the schedule rests with the teacher. Such proof must be documented.

A) A teacher presenting an Evaluation Statement from Q.E.C.O. by January 15th, based on courses taken prior to September 1st, shall have their salary adjustment, if any, made retroactive to September 1st of that same school year.

B) A teacher presenting an Evaluation Statement from Q.E.C.O. by April 30th for courses completed prior to December 31st of the previous year shall have their salary adjustment, if any, made retroactive to January 1st of the year of submission.

C) No adjustment will be made until the teacher has submitted proof of completion date of the final course taken.

D) No salary adjustments relative to Q.E.C.O. placement will be considered after April 30th for that school year during the term of this Agreement.

- E) All submissions/correspondence in regards to this clause will be through the Office of Human Resource Services.

7.06 Submission of Documents

The Local Teacher Bargaining Unit recognizes the right of the Board to require the submission of all documents by the teacher, which form the basis upon which the Qualifications Evaluation Council of Ontario granted the Q.E.C.O. Statement of Evaluation. In such cases where the basis is not clear, it is the Board's prerogative to place a teacher on the salary grid according to the Director of Education's interpretation of Q.E.C.O. Programme 4, 1977, (*effective September 1, 2001, Programme 5*). If said teacher disagrees with such placement, it is then their right to pursue a resolution of this difference of interpretation through the regular Grievance Procedure.

7.07 Recognition of Experience

Effective September 1, 1977, all previous teaching experience will be recognized for teachers up to a category maximum in Levels A-0, A-1, A-2, A-3 and A-4. However, only that experience earned while holding an Ontario Teaching Certificate (*or Foreign equivalent*) will be recognized. This clause is not retroactive.

7.08 Part-Year Experience

- A) Part-year experience earned up to June 1973, will be recognized with a fifty percent (50%) increment provided the teacher has taught five (5) or more months in a school year.
- B) Part-year experience earned during the 1973-74 school year and subsequent years will be recognized with a ten percent (10%) increment for each complete calendar month of service effective the following September.
- C) Part-year experience earned during the 1985-86 school year and subsequent years, will be recognized with a ten percent (10%) increment for each nineteen (19) teaching days of service effective the following September.

7.09 Part-Time Teachers

Part-time Teachers shall be paid in accordance with all terms of this Agreement except that they shall receive a percentage of salary equal to the percentage of the time worked.

7.10 Supervisory and Responsibility Allowances

Responsibility allowances shall be paid in addition to the teacher's salary on the basic scale.

	Sept 1/02	Feb 1/03	Sept 1/03	Feb 1/04
Resource Teachers	\$4,919	\$4,969	\$5,056	\$5,119
Consultants				
Step 1	\$4,760	\$4,808	\$4,892	\$4,953
Step 2	\$5,098	\$5,149	\$5,239	\$5,305
Step 3	\$5,436	\$5,490	\$5,586	\$5,656
Step 4	\$5,773	\$5,831	\$5,933	\$6,007
System Co-ordinators				
Student Services				
Program Services				
Step 1	\$6,468	\$6,532	\$6,647	\$6,730
Step 2	\$7,653	\$7,730	\$7,865	\$7,963
Step 3	\$8,747	\$8,834	\$8,989	\$9,101
Step 4	\$9,840	\$9,938	\$10,112	\$10,239
Teachers in Charge (per period rate)	\$820	\$828	\$843	\$853

Acting Administrators will receive an allowance at the per diem rate for such a position.

7.11 Allowance Entitlement

Only one (1) allowance will be added to the basic salary scale for the category in which the teacher is qualified. The allowance paid shall be the greater to which the teacher is entitled.

7.12 Recognition of Related Experience

Note: Related experience shall not entitle a teacher to pierce the maximum of any salary category.

- A) Effective the date of Ratification, teachers shall be paid an allowance for experience in trade settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the salary grid on the basis of one year of teaching experience for each year of related and approved experience.
- B) Effective the date of Ratification, teachers shall be paid an allowance for experience in professional settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the grid on the basis of five (5) months of teaching experience for each year of related and approved experience, to a maximum of six years.

- C) Related experience for calculation purposes means years beyond the number required to enter an Ontario Faculty of Education.
- D) The onus shall be on the Teacher to provide verification of the type and length of related experience.

7.13 Home Instruction/Summer School Instruction

Home Instructors		Summer School Instructors	
Sept 1/02	\$ 28.97 per hour	Sept 1/02	\$ 35.05 per hour
Feb 1/03	\$ 29.26 per hour		
Sept 1/03	\$ 29.77 per hour	Sept 1/03	\$ 35.75 * per hour
Feb 1/04	\$ 30.14 per hour		

(* A minimum 2% increase to the pay rate for 2003-04 will be applied subject to a possible additional increase commensurate with an amount equivalent to the percentage of the continuing education grant above 2% for the 2003-04 academic year.)

7.14 Salary Schedules

SEPTEMBER 1, 2002 TO JANUARY 31, 2003					
STEP	A0	A1	A2	A3	A4
0	30,696	32,299	34,247	37,186	39,471
1	32,958	34,683	36,802	40,065	42,626
2	35,222	37,066	39,357	42,943	45,782
3	37,485	39,450	41,911	45,821	48,937
4	39,747	41,832	44,466	48,700	52,091
5	42,011	44,216	47,021	51,578	55,246
6	44,274	46,599	49,576	54,457	58,401
7	46,536	48,982	52,131	57,335	61,557
8	48,800	51,365	54,685	60,214	64,712
9	51,062	53,749	57,240	63,092	67,867
10	53,326	56,132	59,795	65,971	71,022

FEBRUARY 1, 2003 TO AUGUST 31, 2003					
STEP	A0	A1	A2	A3	A4
0	\$31,003	32,622	34,589	37,558	39,866
1	\$33,288	35,030	37,170	40,465	43,052
2	\$35,574	37,436	39,750	43,372	46,239
3	\$37,860	39,844	42,330	46,280	49,426
4	\$40,145	42,251	44,911	49,187	52,612
5	\$42,431	44,658	47,491	52,094	55,799
6	\$44,717	47,065	50,072	55,001	58,985
7	\$47,002	49,472	52,652	57,909	62,173
8	\$49,288	51,879	55,232	60,816	65,359
9	\$51,573	54,286	57,813	63,723	68,545
10	\$53,859	56,693	60,393	66,630	71,732

SEPTEMBER 1, 2003 TO JANUARY 31, 2004					
STEP	A0	A1	A2	A3	A4
0	31,545	33,193	35,194	38,215	40,563
1	33,870	35,643	37,820	41,173	43,805
2	36,196	38,092	40,446	44,131	47,049
3	38,522	40,541	43,071	47,090	50,291
4	40,847	42,990	45,696	50,048	53,533
5	43,173	45,440	48,322	53,006	56,775
6	45,499	47,888	50,948	55,964	60,017
7	47,824	50,338	53,574	58,922	63,261
8	50,150	52,787	56,199	61,880	66,503
9	52,475	55,236	58,824	64,838	69,745
10	54,801	57,685	61,450	67,796	72,987

FEBRUARY 1, 2004 TO AUGUST 31, 2004					
STEP	A0	A1	A2	A3	A4
0	31,940	33,608	35,634	38,693	41,070
1	34,294	36,088	38,293	41,688	44,353
2	36,649	38,568	40,951	44,683	47,637
3	39,004	41,048	43,609	47,678	50,919
4	41,358	43,527	46,268	50,673	54,202
5	43,713	46,008	48,926	53,668	57,485
6	46,068	48,487	51,585	56,663	60,768
7	48,422	50,967	54,244	59,658	64,051
8	50,777	53,447	56,901	62,654	67,334
9	53,131	55,927	59,560	65,649	70,617
10	55,486	58,406	62,218	68,644	73,899

SIGNING PAGE

THIS AGREEMENT signed at KITCHENER on the 25th DAY OF MARCH, 2003

SIGNED on behalf of THE WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

Superintendent of Human Resource Services

Director of Education

SIGNED on behalf of THE ONTARIO ENGLISH CATHOLIC TEACHERS'
ASSOCIATION - LOCAL TEACHERS BARGAINING UNIT

President - Waterloo Unit OECTA

Chief Executive Officer - Elementary
Waterloo Unit OECTA

LETTER OF INTENT - STAFF ALLOCATION COMMITTEE

(The terms of this letter will be reviewed in light of current Government Legislation and the practical needs of the Board and OECTA.)

For the term of this agreement, a joint committee will be established and it will be named "Staff Allocation Committee" and this "Committee" shall function in accordance with the following:

- A) There shall be established a Staff Allocation Committee *(the "Committee")*.
- B) The Committee shall be composed of three (3) representatives who are members of the Local Teacher Bargaining Unit appointed by the Unit Executive of OECTA - Waterloo Unit and three (3) representatives for the Board appointed by the Director of Education or designate. The representatives of the Local Teacher Bargaining Unit and the Board shall each nominate one (1) of their members as a Co-Chairperson.
- C) The functions of the Committee shall be:
 - 1) to discuss and recommend changes in the existing staffing components, and
 - 2) to discuss and make recommendations regarding methods for allocating staff to schools, and
 - 3) to discuss and make recommendations regarding staffing status reports provided by the Human Resource Services Department of the Board, that show on October 31st and March 31st of that school year the enrollment breakdown for each school, the existing staff at each school and the class sizes.
- D) The Committee shall be convened by the Board Co-Chairperson by October 31st in each school year for an October meeting. Thereafter the Committee shall meet within fifteen (15) days of a request by either Co-Chairperson. An agenda for each meeting shall be prepared prior to the meeting by the Co-Chairperson. The first meeting following the October meeting shall be chaired by the Teachers' nominee as Co-Chairperson and thereafter alternatively by the Board's nominee and the Teachers' nominee. No Co-Chairperson shall have a second or casting vote in the event of a tie.
- E) Representatives on the Committee of either the Teachers or the Board may at any Committee meeting submit one or more proposals to change existing staff components. Such proposals shall be discussed at such meeting. The representatives who had not initiated the proposal shall be permitted twenty (20) school days to examine the proposal. Thereafter a further meeting of the Committee shall be called to develop a report concerning the proposal. If the Board and the Teacher representatives on the Committee do not agree on the disposition of the proposal, such representative shall prepare and table at a Committee meeting separate reports on the proposal.
- F) Reports on any proposals to change existing staff components or methods for allocating staff emanating from any meetings of the Committee referred to in (d) shall be included on the agenda of the next meeting of the Administrative Council.

- G) After such meeting of the Administrative Council such reports shall be included on the agenda of the next meeting of the appropriate Board Committee along with any recommendations from the Director of Education. A Teachers' representative from the Committee may speak to such reports at the appropriate Board Committee.

LETTER OF INTENT - TEACHER IN CHARGE

OECTA and the Board agree to form a committee that will explore the role of the Teacher in Charge. The purpose of this committee will be to develop guidelines for situations that will require the active use of a Teacher in Charge. This committee will then communicate these guidelines to the principals, teachers in charge, teachers and staff. This committee will report to the system by June 30, 2003.

LETTER OF INTENT - TRANSFER POLICY REVIEW

The Board and OECTA agree to form a committee to review the Transfer Policy. The purpose of the committee will be to review the Transfer Procedure and propose revisions to ensure an open and objective process. Revisions mutually agreed to will be implemented on a trial basis for the 2003-04 transfer process.

LETTER OF UNDERSTANDING - DELIVERY OF PLANNING TIME

The Board and OECTA agree that planning time will be delivered in the following manner:

Effective September 1, 2001:

- Grade JK to 2 planning time will be allocated at 160 minutes per week.
- Grades 3 to 8 planning time will be delivered by FSL teachers to 160 minutes per week.
- The board intends to schedule FSL teachers such that they be scheduled to 240 instructional minutes per day based on FTE per school.
- Classroom teachers will not normally be required to cover other classroom teachers for planning time.
- The Board will develop an alternative model for the delivery of music.

LETTER OF UNDERSTANDING - PERFORMANCE APPRAISAL STEERING COMMITTEE

The Board agrees to consult with the OECTA Bargaining units regarding the implementation of the Performance Appraisal process for teachers as outlined in Bill 110. The Board will establish a Steering Committee with OECTA to examine the issues related to Teacher Performance Appraisals for teachers in the Elementary bargaining unit. The Committee will include a maximum of three (3) representatives from the Elementary unit and a maximum of six (6) representatives from the Board. The committee shall be established by September 30, 2002.

This committee will submit recommendations to Planning and Priorities by November 15, 2002.

LETTER OF UNDERSTANDING - CRIMINAL BACKGROUND CHECK
(FOR CURRENT EMPLOYEES)

The Board will pay the cost of the Canadian Police Information Check provided that the Elementary Teacher uses the services of the Ontario Education Services Corporation (OESC).

The Board shall require of the Elementary Teachers a Criminal Background Check (CBC), as specified in Regulation 521/01 Ontario Regulations, which exhibits convictions only for which a pardon has not been granted.

The CBC shall be stored in a confidential file. Access to this file shall be limited to the Superintendent of Human Resources or designate, in accordance with Freedom of Information and Protection of Privacy Act.

An Elementary Teacher who chooses not to use the batch process provided by OESC shall be required to pay for and have a CBC on file with the Board by July 31, 2003.

The Board shall use the services of OESC to provide batch Criminal Background Checks for Elementary Teachers. The Bargaining Unit and the Board shall collaborate on the applicable procedures for carrying out the process. The Board, prior to including an Elementary Teacher in the batch process must receive a personal authorization from that Elementary Teacher.

APPENDIX "A" - DEFERRED SALARY LEAVE PLAN

- A) The Board will grant leave of absence of one (1) year to Teachers on the basis of:
- 1) spreading three (3) years salary over four (4) years or,
 - 2) spreading four (4) years salary over five (5) years or,
 - 3) spreading five (5) years salary over six (6) years or, hereinafter called the "Plan", subject to the following conditions.
- B) Eligibility
- 1) A teacher may apply to participate in the Plan if the teacher has completed at least four (4) continuous years of teaching for the Board immediately preceding the application.
 - 2) The maximum number of additional teachers who shall be recommended for participation in the Plan in any one year shall not exceed sixteen (16).
 - 3) A teacher will not be eligible for application for a subsequent deferred leave for a period of two (2) years upon their return from a "deferred" year.
 - 4) A maximum of five (5) teachers receiving responsibility allowances (*excluding teacher in charge, Acting Administrator*) will be allowed to participate in the Plan in the year of leave.
- C) Application
- 1) Application forms used to apply for a leave will be made available from the Board and the OECTA Waterloo Unit by the last school day in October.
 - 2) A teacher wishing to participate in the Plan, commencing the following September 1st, shall complete an application form and submit it to the Office of Human Resource Services or designate on or before February 1st.
- D) Special Leave Committee
- 1) As per the selection criteria appearing on the application form, applications for such a leave shall be reviewed by a Special Leave Committee (*Elementary*) established by the Board and the OECTA - Waterloo Unit for the purpose of making recommendations.
 - 2) The Special Leave Committee (*Elementary*) will consist of representatives from the Office of Human Resource Services (*or designate*), and OECTA Waterloo Unit.
 - 3) Each party will attend a meeting to be called by the Office of Human Resource Services or designate, by the second Monday of February each year.
 - 4) The Committee will select a Chairperson from among its members at its first meeting and the Chairperson will have the right to vote.
 - 5) The experience indicated on the Applications will be verified by the office of Human Resource Services or designate of the Board before submission to the Committee, when required.
 - 6) The recommendation of the Special Leave Committee must be approved by the Board in accordance with its decision-making process.
 - 7) Only the names of the applicants who have been endorsed by the Committee will be sent to the appropriate Board Committee.

- 8) Written recommendations of acceptance or denial of the teacher's request, with explanation, will be forwarded by the Special Leave Committee to the teacher by March 1st in the school year the original request is made.
- 9) Any recommendations made by the Special Leave Committee will not be subject to the grievance procedure.
- 10) No substitution will be made in the case where an endorsed and/or approved candidate drops out.

E) Board Approval

- 1) The teacher shall be required to sign an agreement with the Board before final approval will be granted.
- 2) Approval of the recommendations to participate in the Plan shall rest solely with the Board and shall not be subject to the grievance procedure.
- 3) Written approval or denial of the teacher's leave, with explanations, will be forwarded by the Board to the teacher by April 1st in the same year as the request is made.

F) Salary Deferral

1) OPTION A

- a) In each of the three (3) years of the Plan commencing September 1st following approval, the teacher shall be paid 75% of the salary and responsibility allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 25% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the teacher and will be paid to the teacher in the year of the leave. Upon request by June 30th such money as accumulated by June 30th plus the installments due during the months of July and August may be directed to invested options determined by the teacher through the Superintendent of Business and Financial Services, or designate.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

2) OPTION B

- a) In each of the four (4) years of the Plan commencing September 1st following approval, the teacher shall be paid 80% of the salary and responsibility allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 20% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the teacher and will be paid to the teacher in the year of the leave. Upon request by June 30th such money as accumulated by June 30th plus the installments due during the months of July and August may be directed to invested options determined by the teacher through the Superintendent of Business and Financial Services or designate.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

3) OPTION C

- a) In each of the five (5) years of the Plan commencing September 1st following approval, the teacher shall be paid 83.4% of the salary and responsibility allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 16.6% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the teacher and will be paid to the teacher in the year of the leave. Upon request by June 30th such money as accumulated by June 30th plus the installments due during the months of July and August may be directed to invested options determined by the teacher through the Superintendent of Business and Financial Services, or designate.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

G) Leave

- 1) Leaves granted under the Plan shall commence on September 1st of the fourth, fifth or sixth year and end on August 31st of the following calendar year, depending upon the option chosen.
- 2) In the event that a suitable replacement cannot be obtained for a teacher who has been granted a leave, the Board may defer the leave by not more than two (2) years by giving the teacher written notice at least four (4) months before the date of commencement of the leave.
- 3) In such a case, the teacher may choose to withdraw from the Plan and receive the money in the individual account or to continue in the Plan for one year allowing the monies in the individual account to accumulate with interest for the additional year.
In the case of withdrawal, repayment shall be made as soon as possible but within sixty (60) days after notice of intention to withdraw has been given with the necessary deductions being made in accordance with the requirements of Revenue Canada and other regulatory bodies.

H) Salary And Benefits - Year Of Leave

- 1) In the year of the leave the Board shall pay to the teacher the total of the deferred salary and allowances plus all accrued interest installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or two lump sums as directed by the teacher before June 30th of the year of the leave.
The final payment will include any money remaining in the individual account. In the case of lump sum payments, the necessary deductions will be made in accordance with the requirements of Revenue Canada and other regulatory bodies.
- 2) The Board shall deduct the amounts required for Income Tax, Unemployment Insurance, Canada Pension and other statutory deductions and any benefits in the Collective Agreement.
- 3) Following the leave, it will be the teacher's responsibility to remit the appropriate amount to the Ontario Teachers' Pension Plan in accordance with the Regulation of that Fund if the teacher wishes to improve the Pension for the period of leave.
- 4) Workers' Compensation premiums and benefits will not apply during the year of the leave.

- 5) Group Life Insurance, Dismemberment Insurance, Extended Health Care Plan and Dental Plan benefits will be available during the teacher's leave of absence. Total premium cost during the leave will be paid by the teacher through deductions in accordance with the chosen method of payment as per (H 1) above.
- 6) The teacher shall not be entitled to the accumulation nor utilization of sick leave credits during the year of absence. On return from leave, however, the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such a leave.
- 7) Seniority shall be credited at the end of the leave as if the teacher were employed in the former position during the year of leave.

I) Return From Leave

- 1) Subject to the provisions of redundancy procedure, upon return from leave, a teacher will be placed in the same position (*i.e. school/department and division*) including one of responsibility, or, if due to declining or changing enrolment patterns, said position no longer exists, the reassignment of the teacher will be governed by the appropriate terms of the Collective Agreement.
- 2) The returning teacher has the right to participate in the normal transfer procedures during the year when the teacher is on leave.
- 3) On return to duty, the teacher will be placed on the salary grid at the same position as the teacher would have been at the commencement of the leave. The teacher will be entitled to any increase in salary other than increment that the teacher would have received had the leave not been taken.

J) Withdrawal From The Plan

- 1) Due to extenuating circumstances, a teacher may withdraw from the Plan. Notification in writing must be received and approved by the Office of Human Resource Services at least sixty (60) days prior to the effective date of withdrawal from the Plan.
- 2) Any teacher declared redundant will be required to withdraw from the Plan.
- 3) Upon withdrawal, all the salary and allowances deferred plus accrued interest in the individual account shall be paid to the teacher with the necessary deductions being made in accordance with the requirements of Revenue Canada and other regulatory bodies. Payment shall be made as soon as possible but within sixty (60) days after receiving notification of withdrawal.
- 4) If a teacher retires, is dismissed, made redundant, or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher shall be paid such lump sum and interest accrued up to the date of the retirement, dismissal, redundancy, termination or leave as the case may be with the necessary deductions being made in accordance with the requirement of Revenue Canada and other regulatory bodies. The payment will be made as soon as possible but within sixty (60) days of written notice by either party due to any one of the above conditions.
- 5) Should a teacher die while participating in the Plan, any monies accumulated in the individual account plus accrued interest will be paid to the estate of the deceased teacher with the necessary deductions being made in accordance with the requirements of Revenue Canada and other regulatory bodies. The payment will be made as soon as possible but within sixty (60) days of written notice from the executor of the estate.

K) Responsibility

The Board and the Branch Affiliate assume no implication of the Plan related to its effect on Teachers' Pension Plan provisions, income tax implications, unemployment insurance and the Canada Pension Plan.

The responsibility will lie solely with the teacher.

It is the intent of the Board and the Local Teacher Bargaining Unit that leave granted under the terms and conditions of the Deferred Salary Leave Plan by the Board shall include 100% of the participant's teaching responsibility for the year of the leave.

APPENDIX "B" - SABBATICAL LEAVE

A) Definitions

- 1) It is understood that the needs of the School system are the main criteria for consideration.
- 2) It is understood that the time allowance will be approximately one year rather than shorter periods.
- 3) May involve courses, research or other educational activities relevant to the need identified.

B) Eligibility

Any employee of the Board who holds a Permanent Teaching Certificate and has a minimum of five (5) years teaching experience with this Board and could serve a need of the system which has been identified by him/her or the Board. The Board may waive requirements for years of teaching experience.

C) Requirements Of The Applicant

- 1) An application is made in writing to the Director of Education identifying the needs for the system that could be met by courses, research, etc. over a period of up to one year.
- 2) The application should include an outline of the plans for the Sabbatical year.
- 3) The application is to be submitted by November 30th of the year prior to the school year for which the request is being made.
- 4) The final approval rests with the Director of Education and the Board. Written notification of approval or non-approval will be given to the applicant by March 31st. Where the application is not approved, a reason for the decision will be included.
- 5) A successful applicant will:

- a) Submit an interim progress report as well as a final report as directed by the Director.
- b) Sign a note promising to return to the Board for a minimum of three (3) years in such capacity as is determined by the Director as best utilizing the experience of the Sabbatical.

Where the three (3) year period is not completed, the Board will be reimbursed on a pro-rata basis, e.g. completion of only one (1) year would result in reimbursement of 33-1/3% per year of the Sabbatical funds paid by the Board.

- c) Where the Sabbatical involved study outside the country, the applicant upon return must submit evidence of a successful medical examination.

D) Benefits During Sabbatical Leave

- 1) A successful candidate will receive not less than two-thirds (2/3) of the annual salary to which they would have been entitled had she/he remained in the regular position.
- 2) The Board will make Teacher Pension Plan deductions in proportion to the salary noted in (a). Payment for the remainder is the responsibility of the candidate.
- 3) Benefits (*Government Hospitalization and Medical, Extended Health and Life, Canada Pension Plan, Dental Plan*) will be paid as per normal.

- 4) Arrangements for method of payment will be made between the candidate and the Director.
- 5) Bursaries and other aid to applicants from outside the system will not affect the above benefits.
- 6) The taking of Sabbatical Leave shall not alter the number of days to the teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave, but will exclude accumulation of sick leave credits for the period of the leave.

E) System Need

Where the Board requests that an individual pursue investigation of a system need, the above will be determined by the Director and the Board.

APPENDIX "C" - STAFFING

Teachers on staff during the 1998- 2000 school year on probationary or permanent contract shall be retained on staff for the duration of the collective agreement unless terminated for reasons defined in the Education Act.