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**COLLECTIVE
AGREEMENT**

BETWEEN

**THE OTTAWA-CARLETON CATHOLIC
DISTRICT SCHOOL BOARD**

AND

**THE ONTARIO
ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
(ELEMENTARY AND SECONDARY
LOCAL BARGAINING UNITS)**

FOR THE PERIOD

SEPTEMBER 1, 1998

TO

AUGUST 31, 2000

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LETTERS OF UNDERSTANDING

The following Letters of Understanding are attached at the back of the Collective Agreement:

- 1 Letter Of Understanding - Occasional Teacher Issues
- 2 Letter Of Understanding - Religious Education Qualification
- 3 Letter Of Understanding - Teacher Assault
Harassment Free Workplace
Health & Safety
Administration Of Medication

OTTAWA-CARLETON CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter the “Board”)
and
THE ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION
(ELEMENTARY AND SECONDARY LOCAL BARGAINING UNITS)
(hereinafter the “Association”)

ARTICLE 1 - INTENT

1:01 It is the intent and purpose of this Agreement to maintain harmonious and mutually beneficial relationships between the Board and the Association, and to set forth terms and conditions which shall apply to all members of the Local Bargaining Units.

ARTICLE 2 - DEFINITIONS

2:01 The following definitions are subject to the other provisions of this Collective Agreement:

- a) For the purposes of this Agreement, the term “Teacher” shall be interpreted in accordance with the provisions of the Education Act, the College of Teachers Act and related regulations.
- b) Continuing Education Teacher means a Teacher employed to teach a continuing education course or class established in accordance with the regulations for which a valid Certificate of Qualification or a Letter of Standing as a Teacher is required by the regulations.
- c) The term “Board” shall represent the Ottawa-Carleton Catholic District School Board.
- d) The Term “Association” shall represent the Ontario English Catholic Teachers’ Association of Ottawa-Carleton, Elementary and Secondary Local Bargaining Units.
- e) The “school day” and “school year” shall be as defined in the Education Act and related regulations.
- f) Catholic elementary schools shall be defined as those extending from Junior Kindergarten to Grade 6 or Junior Kindergarten to Grade 8, and includes Catholic intermediate schools which shall be defined as having Grades 7 and 8 alone.

- g) Catholic High Schools are defined as those schools which extend beyond the Grade 8 level.
- h) Positions of added responsibility shall be the positions of coordinator, consultant, department head and special project assignment Teacher.
- i) Coordinators are Teachers employed to assist Teachers and to plan, **organize**, develop and evaluate curriculum and who are responsible to the Superintendent to establish a liaison with outside sources within their field of responsibility, and to conduct professional development.
- j) Consultants are Teachers who assist the Coordinators and Superintendents in the development of programs and whose primary role is to assist the Teachers in their work.
- k) A Special Project Assignment Teacher is a Teacher who is assigned to assist Coordinators and Consultants with curriculum development, implementation and review, and/or other duties as assigned by the Superintendent.
- l) A Teacher-in-charge is a Teacher designated to assume on a temporary basis the responsibilities of an absent Principal where there is no **Vice-Principal** assigned to that school.
- m) Curriculum Leaders are Teachers who assist with administrative duties and curriculum development, implementation, and review in assigned subject areas in grade 7 and **8**, and includes communication with the Department Head under the directions of the Principal.
- n) Department Heads are Teachers whose duties are specified in O. Reg. 298 (Section 14-16), and includes communication with the grade 7/8 curriculum leader under the direction of the Principal,

ARTICLE 3 - RECOGNITION

- 3:01 All Teachers covered by this Collective Agreement and employed by the Ottawa-Carleton Catholic District School Board are required to be members of OECTA.
- 3:02 The Board shall **recognize** the combined Local Bargaining Units of OECTA (Elementary/Secondary) to be the sole bargaining agent for all Teachers covered by this Collective Agreement.

- 3:03 The Local Bargaining Unit includes every Teacher other than an Occasional Teacher, Principal, Vice-Principal or Supervisory Officer, who is assigned to one or more elementary or secondary schools or to perform duties in respect of such schools all or most of the time.
- 3:04 Notwithstanding the above, the Board may assign up to 4% (or more by mutual agreement) of its Principals/Vice-Principals to other than school-based assignment and such Principals/Vice-Principals shall not be members of OECTA.

ARTICLE 4 - DURATION AND RENEWAL

- 4:01 This Agreement shall have effect from the first day of September 1998 to August 31, 2000.

ARTICLE 5 - MEMBERSHIP RIGHTS

- 5:01 There shall be no discrimination or intimidation of any Teacher on account of a Teacher's membership in the Ontario Teachers' Federation or its affiliates or by virtue of holding office therein.
- 5:02 There shall be no discrimination or intimidation of any Teacher on account of a Teacher's participation in negotiations with the Board re: terms and conditions of employment of Teachers.

ARTICLE 6 - MANAGEMENT AND DENOMINATIONAL RIGHTS

- 6:01 Subject only to the specific provisions of this Agreement, and the right of any Teacher to lodge a grievance under the grievance procedures in the manner and extent therein provided, the Teachers and OECTA recognize and accept that it is the exclusive right of the Board to manage the affairs of the Board, including the right to determine and exercise generally those functions which remain with the Board, except as specifically limited by the provisions of this Collective Agreement.
- 6:02 No provision of this Collective Agreement shall be construed as to affect prejudicially the rights and privileges of the Board with respect to the employment of Teachers under the Education Act or the British North America Act, 1867 or the Constitution Act 1982. A Teacher may submit a grievance related to an issue of denominational rights.

ARTICLE 7 - JUST CAUSE

7:01 No Teacher shall be disciplined, demoted, suspended or discharged without just cause.

ARTICLE 8 - STATUS OF EMPLOYMENT

8:01 Probationary Period

Teachers newly hired by the Board shall have a probationary period of one year from their effective date of hiring. Such probationary period may be extended for up to one year by mutual agreement between the Association and the Board.

8:02 Notice of Resignation/Retirement

- a) Teachers may resign/retire from their employment effective at the Christmas Break (elementary schools only), end of semester (secondary schools only), end of the school year or at any other time as mutually agreed upon between the Teacher and the Superintendent of Human Resources.
- b) Notice of resignation or retirement shall be provided in writing to the Superintendent of Human Resources at least twenty (20) school days prior to the effective date.

ARTICLE 9 - FEDERATION FEES

9:01 The Board shall deduct Federation Fees in regular **installments** determined by the Association and the Board, and remit these fees as directed by OECTA no later than the 15th of each month following the deduction periods.

9:02 OECTA shall advise the Board in writing of the amount of fees **authorized** by the OECTA membership in keeping with the Constitution and By-Laws of OECTA.

9:03 For the purpose of conducting Association business, where the Association requests that a levy be raised, the Board shall make the deduction for each member. Such deductions shall be taken on a per pay basis in equal **installments** over the school year. The President of the Association shall advise the Board in writing of the amount of the levy prior to June 30 of the preceding school year.

ARTICLE 10 - SCHOOL ASSOCIATION REPRESENTATION

- 10:01 The Board **recognizes** the appointment or election by Teachers of one or more Association representatives at each school or work-site.
- 10:02 The Association shall forward the list of Association representatives to the Board by September 15 of each year.
- 10:03 The Principal or Vice-principal (or where appropriate the Supervisory Officer) shall advise a Teacher of his/her right to have an Association representative at a meeting that may result in disciplinary action. Reasonable notice of such a meeting will be given to the Teacher and/or his/her Association representative.

ARTICLE 11 - COLLEGE OF TEACHERS

- 11:01 If a Teacher is the subject of an investigation or determination by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

ARTICLE 12 - INFORMATION TO THE ASSOCIATION

- 12:01 The Board shall make available to the Association President by November 1 of each year, the summary of salary, experience, category placement and position of all Teachers covered by this Agreement and employed by the Board.
- 12:02 The Board shall, by November 1 of each year, make available to the Association President the extent of each Teacher's participation in the benefit plans as set out in Article 35.
- 12:03 The Board shall provide the Association President with a copy of the Minutes of the Regular Meetings of the Board, together with all supporting documentation that is available to the public and the press.

ARTICLE 13 - PERSONAL INFORMATION

- 13:01 A Teacher shall have access to his/her personal file, maintained in the Human Resources Department, upon written request. The Teacher's file will be examined in the presence of a person authorized by the Board. The Teacher,

upon request, will be provided with a photocopy of any documents in the files.

- 13:02 Documentation of a disciplinary, performance or personal nature regarding the Teacher will not be placed on file without his/her previous knowledge. A Teacher may provide written responses to such documentation and such responses will be included in the file.

ARTICLE 14 - GRIEVANCE / ARBITRATION PROCEDURE

- 14:01 It is the mutual desire of the Board and Teachers that all complaints and grievances shall be addressed as quickly as possible.

- 14:02 A grievance under this Agreement shall be defined as a difference or dispute by a Teacher or a group of Teachers or by the Board or by the Local Bargaining Unit of OECTA (on behalf of a Teacher, Teachers or the Bargaining Unit), which relates to the interpretation, application, administration or alleged violation of this Agreement and shall be processed in accordance with this Article.

- 14:03 The grievance shall:

- a) stipulate the name of the **grievor**;
- b) identify the **grievor's** work location;
- c) outline the nature of the grievance;
- d) specify the date on or about which the incident giving rise to the grievance occurred;
- e) identify the specific clause which has been allegedly violated, misinterpreted or misapplied and the redress requested.

The grievance shall be signed by the **grievor(s)** or in the case of a Bargaining Unit grievance, the President of the Association, and the Grievance Officer of the Association.

- 14:04 Any grievance which is not commenced or carried through to the next stage in the grievance procedure by the **grievor** within the time specified shall be deemed to have been abandoned, and no further action may be taken with respect to such grievance. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the **grievor** shall have the right to pursue the grievance at the next step of the procedure.

- 14:05 It is mutually agreed that a grievance must be submitted within thirty-five (35) school days of the knowledge of the incident giving rise to the

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

14:06 If a Teacher who is covered by this Agreement has a grievance, the Teacher shall proceed with the grievance according to the following steps:

Step I:

The grievor shall submit the grievance to the appropriate Supervisory Officer. The Supervisory Officer shall give a decision to the grievance in writing to the grievor within ten (10) school days. The Supervisory Officer may arrange a meeting with the grievor who may be accompanied by an Association representative.

Step 2:

Failing settlement pursuant to Step I, the Association shall have ten (10) school days from receipt of the reply at Step I to process the grievance to the Director of Education or the Director's designate. The Director shall give a decision to the grievance in writing, to the Association Grievance Officer within ten (10) school days after receipt of the grievance.

14:07 If the matter remains unsettled following the reply from the Director or the Director's designate, the Association may seek to resolve the matter by notifying the Director of Education, in writing, of its desire to submit the grievance to arbitration within ten (10) school days of the Director's or the Director designates' reply.

14:08 An Arbitration Board shall be constituted and convened in the following manner:

- a) The grievor and the Grievance Officer of the Association, after exhausting the grievance procedure established by this Agreement, may 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.
- b) The Party receiving the notice shall appoint its nominee within ten (10) school days.

14:09 The two appointees so selected shall, within fifteen (15) school days of the appointment of the second of them or at some mutually agreed upon time, appoint a third person who shall be the Chairperson.

14:10 If the recipient of the notice fails to name an appointee within the time so limited, the appointment shall be made by the Ontario Labour Relations Board or if the two appointees fail to agree upon a Chairperson within the

time so limited, the Chairperson shall be appointed by the Ontario Labour Relations Board.

- 14:11 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the Parties and upon any Teacher affected by it. A decision of the majority shall be the decision of the Arbitration Board and if there is no majority, the decision of the Chairperson governs.
- 14:12 Each party shall pay the costs of its appointee to the Arbitration Board and the two Parties shall share equally the costs of the Chairperson.
- 14:13 The Arbitration Board shall have the authority only to settle disputes under the terms of the definition of grievance as outlined in this Article, and it will only interpret and apply this Agreement to the facts of the particular grievance involved. The Arbitration Board cannot amend, alter or modify this Agreement, nor give any decision inconsistent with it, nor provide a remedy applicable to the time prior to the date of the filing of the grievance,
- 14:14 With regards to dismissal or suspension, a **grievor** may proceed directly to Step 2 of the Grievance Procedure.
- 14:15 The Association may initiate a Bargaining Unit grievance in writing, at Step 2, using the same criteria identified in this Article.
- 14:16 The Board may initiate a grievance, beginning at Step 2, in writing, using the same criteria identified in this Article. Such grievance shall be submitted to the Grievance Officer of the Association.
- 14:17 Where the Parties agree, a common complaint by a group of Teachers may be filed as a single grievance, using the same criteria identified in this Article.
- 14:18 Single Arbitration
- a) The Parties may, by written mutual agreement, appoint a single arbitrator chosen jointly to deal with any arbitration matter in lieu of an Arbitration Board as outlined in 14:08.
 - b) Once the decision to go to single arbitration has been agreed upon, the appointment of a single arbitrator shall take place within fifteen (15) school days.
 - c) If the Parties are unable to agree upon an arbitrator within the time limit, the Ontario Labour Relations Board shall appoint an arbitrator.

14:19 Notwithstanding the procedures above, either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act, 1995.

ARTICLE 15 - DISTRIBUTION OF COLLECTIVE AGREEMENT

15:01 Each Teacher shall receive a copy of the Collective Agreement within forty-five (45) days of ratification by the Board and the Association.

ARTICLE 16 - SICK LEAVE

16:01 The Board shall establish a sick leave account for each Teacher. At the beginning of each school year each Teacher's account shall be credited with 20 days of sick leave (part-time Teachers on a pro-rata basis). Teachers commencing employment after the beginning of the school year will also receive a pro-rated amount of sick leave credit for that year.

16:02 Each Teacher's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has been depleted.

16:03 A Teacher is entitled to a credit of 100% of unused sick leave for each year of employment with the Board to a maximum of 250 days.

16:04 The Board agrees to give Teachers, as soon as possible after the beginning of the school year and ordinarily by the month of November, a record of the amount of their unused sick leave,

16:05 The Teacher shall advise the School Principal or designate, of his/her absence and probable date of return.

16:06 Medical certificates signed by a medical practitioner stating that during the period of absence the Teacher was unable to perform assigned duties may be required where;

- a) the Teacher's period of absence exceeds four (4) consecutive teaching days;
- b) the Teacher has used, in the current school year, seven (7) days or more sick leave, none of which was certified by a qualified medical practitioner;

- c) the Superintendent considers that such certificates should be obtained by the Teacher for the period of absence and advises the Teacher of the reason(s) for this in writing;
- d) in the case of an absence in excess of two (2) weeks, the Board may require a medical certificate indicating the expected date of return.

16:07 If a Teacher does not provide medical certificates within seven (7) working days, when required in 16:06 above, the leave shall be processed as leave without pay.

16:08 A Teacher who is injured in the course of duty and received indemnity from the Workers' Safety and Insurance Board shall be entitled to any difference between the amount of the award and the regular salary, to the limit of and to be deducted from the accumulated sick leave credit and multiplied by the Teacher's daily rate of pay.

16:09 The Board reserves the right to seek a second medical opinion by a medical specialist to be selected by the Board and the Association. The purpose of such an examination, should special circumstance warrant, is to determine the physical and psychological fitness of a Teacher to continue actively in a position or to return to the position after an absence. The Board agrees to cover any additional charges for such a medical opinion. The Board also retains the right to withhold payment for sick leave or to delay a return to teaching after an absence where the Teacher does not comply with the above requirements.

ARTICLE 17 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

17:01 Requests for Leave

- a) Pregnancy, parental and adoption leave in accordance with the Employment Standards Act 1991 shall be granted to a Teacher if that Teacher meets the experience requirement established in the Act.
- b) Pregnancy, parental and adoption leave may be granted, subject to the approval of the Superintendent of Human Resources, to a Teacher who does not meet the requirements established in 17:01 a) above.
- c) Leaves for birth or adoption that are longer than the period outlined in the Employment Standards Act 1991 may be granted by the Board up to a maximum leave of two (2) years.

- d) Requests for pregnancy and parental leave must be submitted to the Superintendent of Human Resources, in writing, at least one (1) month prior to commencement of leave.
- e) Requests for adoption leave must be submitted to the Superintendent of Human Resources, in writing, at least three (3) months prior to commencement of leave, where possible.
- f) Requests for pregnancy and parental leave must be accompanied by a medical certificate from the medical practitioner stating the expected date of delivery.
- g) Requests for leave shall also indicate the anticipated return date.

17:02 Returning from Leave

- a) Teachers returning to teaching after a leave granted in accordance with 17:01a) or b) shall be reinstated to their previous position and school in accordance with Part XI of the Employment Standards Act 1991 and subject to the surplus to school and/or redundancy provisions of this Collective Agreement.
- b) Teachers returning from a leave granted in accordance with 17:01c) that is for less than a full school year and which begins and ends within the same school year shall return to a position within their own school, subject to the surplus to school and/or redundancy provisions of this Collective Agreement. Such Teachers shall return to teaching as of January 1, after the March break, at the beginning of a semester, the start of the school year or on any other date mutually agreed upon by the Teacher and the Superintendent of Human Resources.
- c) Teachers returning from a leave granted in accordance with 17:01c), that is for a full school year, or that begins and ends in two different school years, shall be placed in a position equivalent to that held at the beginning of the leave if such a position continues to exist. Such Teachers shall return to a teaching position at the start of the school year or on any other date as mutually agreed to by the Teachers and the Superintendent of Human Resources.
- d) Teachers returning from a pregnancy or parental leave shall not be declared surplus to school simply by virtue of being on such a leave.

17:03 Allowance

- a) A Teacher taking pregnancy leave under this article, who is subject to a waiting period of two (2) weeks before receiving Employment Insurance Benefits, shall receive an allowance. This allowance shall be in the same amount as 75% of salary for the two (2) week period.
- b) Upon the confirmation by the Employment Insurance Commission of the appropriateness of the Board's Supplemental Employment Benefit (SEB) Plan, a Teacher who is on pregnancy and/or parental leave as provided under this Agreement, who is in receipt of Employment Insurance benefits pursuant to Section 11 of the Employment Insurance Act 1996, as amended, shall be paid a Supplemental Employment Benefit.
- c) The supplemental payment shall take into account Employment Insurance, SEB and all other earnings and will not exceed 75% of the employee's normal weekly earnings based on forty (40) weeks. A maximum of fifteen (15) weeks shall be paid. No payments of the pregnancy leave supplement shall be made during the months of July and August.
- d) Payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Board of the Teacher's Employment Insurance cheque stub as proof that the Teacher is in receipt of such benefits for a maximum period of fifteen (15) weeks.
- e) Payments in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced nor increased by payments received under the Plan.

17:04 Status during the period of leave

- a) Sick leave credits will not apply during a pregnancy, adoption or parental leave,
- b) Pregnancy, parental and adoption leave taken in accordance with the Employment Standards Act 1991 shall be considered continuous service with the Board for the purpose of experience recognition.
- c) The Board shall pay its share of employee group benefits during pregnancy, parental and adoption leave taken in accordance with the Employment Standards Act 1991 providing the Teacher pays his/her share of the premiums.

- d) Teachers who are on extended leave beyond that provided by the Employment Standards Act 1991 may continue benefit coverage by paying 100% of the premium cost.

17:05 Paternity Leave

A permanent Teacher may, upon request, be granted a full school year, full semester, (in semestered schools) or full term (in non-semestered schools) leave without pay for paternity reasons. Requests for such leave shall be made in writing to the Superintendent of Human Resources by May 1 of the previous school year for a full year leave and as early as possible for a semester or term leave.

NOTE:

“Full Term” shall be defined as the period from September to December or January to March break or March break to June in a non-semestered school.

“Position” in this Article denotes assignment as Teacher, Department Head or other position of responsibility and not school/location.

ARTICLE 18 - SPECIAL LEAVE

18:01 Special Leave With Pay

The following special leave is granted with pay on an “as required basis” provided the Teacher obtains permission from the Superintendent of Schools.

- a) Emergency and compassionate reasons in the employee’s household (up to three (3) days per annum).
- b) Moving of employee’s household (up to one(1) day per annum).
- c) Short-term paternity/adoption leave (up to two (2) days per annum).
- d) Marriage leave (one (1) day).
- e) Examination leave to write exams leading to educational professional qualifications.
- f) Jury Duty: when a Teacher is required to appear as a juror, or, as a witness in a court case to which the Teacher has been summoned but in which she/he is not a party nor one of the persons charged.

- g) Personal Leave for personal and family related reasons (one (1) day of leave per annum). This leave shall not be used for vacation purposes. Teachers shall give reasonable notice of request for such leave where possible.
- h) Bereavement Leave:
 - i) Three (3) consecutive working days when required (or more at the discretion of the Board) for the death of an immediate member of the family; that is father or foster father, mother or foster mother, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, step-parent, step-child, ward or guardian.
 - ii) One (1) day when required for the death of the Teacher's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, nephew, niece, aunt, uncle or personal friend.

18:02 Special Leave Without Pay

- a) Leave without pay for educational, care-giving or other purposes, not exceeding two (2) years, may be granted by the Board to a Teacher upon request after five (5) years of employment with the Board, or any school or Board for which the Ottawa-Carleton Catholic District School Board has assumed responsibility. The Board may grant a leave of absence without pay to a Teacher with less than five (5) years of employment for exceptional personal reasons.
- b) The Board agrees to place to the Teacher's credit upon return to duty, the accumulated sick leave credits which had been earned up to the time the leave of absence commenced.
- c) The Board shall place the Teacher, upon return to duty, in a position equivalent to that held at the beginning of the leave of absence if such a position continues to exist.
- d) Requests for such leave shall ordinarily be made before March 1 of the school year preceding the requested leave, to the Superintendent of Human Resources.
- e) A Teacher on leave without pay shall retain experience and sick leave held or accumulated to the commencement of the leave but shall not accumulate further experience or sick leave during the period of leave. The Teacher shall be required to pay 100% of the cost of any benefits in which the Teacher continues to be enrolled during the period of leave.

18:03 Federation Leave Without Pay

a) President

- i) Upon the written request of the Association the Board shall grant a leave of absence for up to two (2) school years at a time to the President of the Ottawa-Carleton Unit. For the 1998-99 school year only the Board shall grant a leave of absence for the Presidents of the Ottawa and Carleton units.
- ii) The request for leave of absence shall ordinarily be submitted to the Superintendent of Human Resources prior to May 31 for the following school year.
- iii) The Board shall administer salary and benefits of the President through the normal payroll process. The Unit shall reimburse the Board for such salary and benefits, including the employer's portion of deductions and benefits.
- iv) Any accumulated sick leave credits accumulated prior to such leave shall be available to the Teacher on resumption of full time employment with the Board.
- v) The Teacher's seniority and experience shall continue to accumulate during the period of the leave of absence.

b) Chief Negotiator/Unit Officer

- i) Upon the written request of the Association, the Board shall grant a full-time leave of absence to the chief negotiator and/or unit officer(s) for OECTA (Ottawa-Carleton Unit). The leave of absence shall commence at either September 1, January 1, following March break or the beginning of a semester.
- ii) The request for leave of absence shall ordinarily be submitted to the Superintendent of Human Resources at least sixty (60) days prior to the commencement of the leave.
- iii) The Board shall administer salary and benefits of the chief negotiator/unit officer(s) through the normal payroll process. The Association shall reimburse the Board for such salary and benefits, including the employer's portion of deductions and benefits.

- iv) Any accumulated sick leave credits accumulated prior to such leave shall be available to the Teacher(s) on resumption of full time employment with the Board.
- v) The Teacher's(s') seniority and experience shall continue to accumulate during the period of the leave of absence.

c) Federation Leave

The Association shall be granted twenty (20) school days (or more by mutual agreement) in order to release Association members to fulfill Association duties. The Association shall reimburse the Board for the Occasional Teacher replacement cost associated with such release. The Association President will advise the Board in writing at least one week prior to such release.

ARTICLE 19 - TEACHER-FUNDED LEAVE PLAN

19:01 The X over Y Plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence without pay and, through deferral of salary, to finance the leave. The Plan allows a Teacher to teach "X" years over a "Y" period with one (1) year's leave in the final year of the Plan.

19:02 The Teacher, in application, shall indicate the "X" and "Y" components desired. However, the final determination of the "X" and "Y" components shall be made in consultation with the Superintendent of Human Resources and in accordance with the total Plan's requirement for a balance between leaves commencing and leaves returning.

19:03 The maximum number of Teachers on leave in accordance with the Plan in any given year shall not exceed fifteen (15) Teachers.

19:04 Eligibility:

Any Teacher having three (3) years seniority with the Board is eligible to apply provided that the year of leave does not begin until the employee has completed five (5) years of employment with the Board.

19:05 Application:

- a) Applications for participation in the Plan must be filed no later than January 31 of the school year prior to the school year in which the Plan will commence.

- b) Written acceptance or denial for such application will be forwarded to the Teacher by May 1 of the school year prior to the school year in which the Plan commence.
- c) Acceptance of a Teacher's application will be at the sole discretion of the Board. Reasons for denial of the request will be given to the Teacher in writing.

19:06 Implementation of the Plan

The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the Teacher and the Board:

- i) Each Teacher in the Plan shall sign an agreement with the Board. The agreement shall specify the terms and conditions agreed to by the Teacher and the Board.
- ii) An account will be established with the Ottawa-Carleton Education Credit Union for each participant in the Plan. The money to be deducted from each participant's bi-weekly pay will be deposited to this account where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement between the Board and the Teacher.
- iii) In each year of the Plan, preceding the year of the leave, a Teacher will deposit a percentage of the appropriate grid salary and applicable allowances in accordance with the agreement.
- iv) During the year of leave, the Teacher shall withdraw accumulated funds in the Teacher's account. Subject to the conditions of the insurance carrier, a Teacher may continue coverage of existing benefits in accordance with Article 35, Benefits Provisions, for the year of leave under this Plan by paying 100% of the premiums.

19:07 Terms of Reference

- a) The Board shall place the Teacher, upon return to duty, in a position equivalent to that held at the commencement of the leave of absence as long as the position continues to exist.
- b) Sick leave credits will not accumulate during the year spent on leave. Upon return, the Teacher shall be credited with the same number of sick leave days accumulated before going on leave.

- c) Leave taken under the Plan shall be treated as a year of teaching experience for seniority purposes only.
- d) Teachers declared redundant in any year of the Plan will be required to withdraw. Any accumulated funds will be paid to the Teacher, subject to the regulations of the financial institution.
- e) A Teacher may withdraw from the Plan effective August 1, by giving written notice to the Superintendent of Human Resources by the preceding April 1, except in the calendar year in which the leave is due to commence, in which case the written notice must be given by the preceding January 1.
- f) Where it can be demonstrated to the Board by a Teacher who is a participant in the Plan, that a financial emergency exists, or where a Teacher who is a participant in the Plan is identified as being redundant, the notice period shall be waived and the accumulated funds shall be released to the Teacher within sixty (60) days. In the case of the death of a Teacher who is a participant in the Plan, the accumulated funds shall be paid to the Teacher's estate, providing the consents or releases required have been obtained.

19:08 Revenue Canada Contingencies

- a) The present method of making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from Revenue Canada that the income deferral scheme contemplated herein may be acceptable to Revenue Canada.
- b) The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Association and the participating Teacher and after the receipt of a ruling of Revenue Canada and of its terms. The participating Teachers will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person, that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 20 - TEMPORARY LEAVE FOR REDUCTION IN TEACHING SCHEDULE

20:01 Definition

A permanent Teacher may be granted a part-time teaching assignment, subject to the approval of the Superintendent of Human Resources. In such cases the non-assigned teaching portion of the day or year shall be considered as leave without pay.

20:02 Qualifications

Any permanent Teacher working for the Board is eligible to apply for a temporary leave for reduction in teaching schedule.

20:03 Application

- a) Eligible participants shall be those Teachers who voluntarily elect to take a leave so that their teaching schedule is less than full-time. Such Teachers will make application on the appropriate form and will forward it to the Human Resources Department for consideration no later than March 1. In considering such applications, the Human Resources Department will give first priority to the requirements of the system as it relates to staffing and program needs. Teachers who are accepted for a temporary leave for reduction in teaching schedule shall be notified of their status in writing by the Human Resources Department.
- b) Such Teachers shall be eligible for salary and allowances on a pro-rated basis calculated in accordance with the percentage of time that the Teacher's teaching schedule bears to the teaching schedule of a full-time Teacher.
- c) Such Teachers shall continue to participate in all of the benefit plans on the same basis as a part-time Teacher.

20:04 Where the approved arrangement provides for the Teacher to be scheduled to work only part of a school year on a full or part-time basis, the terms of the Article shall continue to apply with the exception that the Teachers shall only be paid full salary for those school days the Teacher is scheduled to work. Such salary will be pro-rated if the Teacher is scheduled to work on less than a full-time basis during the period.

20:05 Conditions

- a) Service shall be **recognized** as full time for seniority purposes. For the purpose of recognition of experience for salary purposes, the year of service in the temporary teaching schedule shall be **recognized** in accordance with Article 3 1 (i.e. pro-rated experience).
- b) The Teacher's contractual status shall be preserved during this reduced schedule. The redundancy and recall provisions of this Agreement shall apply to Teachers on a reduced teaching schedule.
- c) Subject to the terms of this agreement, Teachers shall have the right to resume full-time employment at the start of the next school year, provided they notify the Board in writing by the preceding March 1 of their intention to return to full-time employment. A Teacher returning from a reduced teaching schedule shall be placed by the Board in an equivalent position upon his/her return to full-time teaching duties. Such Teacher will be placed on the transfer list for the portion of time he/she is on leave.
- d) A Teacher who does not notify the Board of his/her intention to return to full time employment by the preceding March 1, and who continues to be employed, shall be deemed to be continuing employment on a reduced teaching schedule for the following school year. The maximum number of years a Teacher may participate in a temporary reduced teaching schedule is three (3) years. If the Teacher does not notify the Board of his/her intention to return to full-time teaching duties within the three year period, the Teacher shall be deemed to have become a permanent part-time Teacher.
- e) Subject to the conditions of Article 16, the Teacher shall be credited with the number of full school days of sick leave, on a pro-rated basis, calculated in accordance with the percentage of time that the Teacher's teaching schedule bears to that of a full-time Teacher.

ARTICLE 21 - SENIORITY

- 21:01 Seniority shall be defined as continuous length of service in the Local Bargaining Unit as of the most recent date of hire as a probationary or permanent Teacher with this Board or its predecessor Board(s). "Continuous service" shall include all leaves or **secondments** taken with the approval of the Board or its predecessor Board(s).
- 21:02 In the event that two or more Teachers have the same seniority date, the following criteria are to be successively applied:

- a) Total teaching experience with the Board or its predecessor Board(s) prior to most recent date of hire;
- b) Total teaching experience prior to most recent date of hire;
- c) Qualifications in accordance with QECO Statement of Evaluation with preference given to higher qualifications;
- d) by lot drawn in the presence of the Association President(s) and the Superintendent of Human Resources.

NOTE:

Notwithstanding the seniority clause in this Agreement, Teachers in the employ of the local public board(s) of education who transferred as a result of the completion of the separate school system and hired by the Board or its predecessor Board(s) shall have all seniority credits transferred with them. These Teachers shall be placed on the Seniority List at the appropriate point in recognition of such seniority. In the event of a tie in seniority between a transferred Public Board of Education Teacher and an incumbent Board Teacher and a priority must be established, seniority accumulated while in service of the Board or its predecessor Board(s) shall be used to break the tie.

- 21:03 The Board agrees to post, in all schools and work locations, a copy of the list of all OECTA probationary and permanent Teachers showing their seniority date as specified in the definition above by February 15th of each year. A copy of such list shall be provided to the President of the Association.
- 21:04 Any Teacher who believes her/his seniority date is incorrect must advise the Association President and the Superintendent of Human Resources, in writing, by the Friday prior to the March break.
- 21:05
 - a) The determination of seniority for Principals and Vice-Principals who return to the Association shall be in accordance with the Acts and Regulations of the Province of Ontario.
 - b) Notwithstanding 21:05 a) above, the Board may appoint an Acting Principal or Acting Vice-Principal from the Local Bargaining Unit for a temporary period of up to one (1) year and such a Teacher shall continue to accrue seniority during the acting appointment and would return to the Local Bargaining Unit without loss of seniority. Such acting appointment may be extended beyond one (1) year by mutual consent of the Board and the Association.
 - c) All other provisions of this Collective Agreement shall apply to the Teacher during such period of temporary assignment.

- d) The Teacher acting as Principal or Vice-Principal will receive the salary of the Principal/Vice-Principal as appropriate during the time the Teacher is assigned to the position.
- e) Any Teacher appointed as Acting Principal or Vice-Principal will be reassigned to his/her previous position at the end of the acting assignment.
- f) The Teacher vacancy created by this appointment or by the staff redeployment as the result of this appointment shall be filled by an Occasional Teacher.

21:06 Continuing Education Teachers

- a) Seniority shall be defined as the most recent date of hire as a Continuing Education Teacher in the Local Bargaining Unit with the Ottawa-Carleton Catholic District School Board or its predecessor Board(s). In the event of a tie, the criteria outlined in 21:02 above will apply.
- b) The Board shall maintain a separate list of Continuing Education Teachers showing their seniority date and will provide the Association with the list as of October 31st of every year.
- c) All Continuing Education Teachers are deemed to have continuous employment with the Board, provided they are continuously employed in each subsequent continuing education session.
- d) Continuing Education Teachers on the seniority list will be considered first for continuing education assignments, subject to qualifications and suitability, prior to new hiring.
- e) When “suitability” is applied, the Teacher will be given the reason in writing.

**ARTICLE 22 - TEACHER WORKLOAD AND PREPARATION/
EVALUATION TIME**

- 22:01 Elementary and secondary Teachers shall be assigned instructional time in accordance with the Acts and Regulations of the Province of Ontario.
- 22:02 Every full-time elementary Teacher (JK-6) shall be assigned 150 minutes per week of preparation and evaluation time to be scheduled within the instructional day.

22:03

- a) Elementary Teachers shall be assigned supervision duties as outlined in the supervision schedule. This schedule will be developed by the Principal in consultation with a committee of Teachers comprised of an Association staff representative and an additional Teacher(s). The supervision roster will be distributed equitably.
- b) The Association and the Board agree to establish an AD Hoc Committee consisting of three (3) representatives of each party to study the issue of elementary school supervision scheduling and report to the Association and the Board by April 1, 1999.

22:04 Every full-time intermediate Teacher (7-8) shall be assigned the equivalent of seven (7) instructional periods and one (1) preparation and evaluation period to be scheduled within the instructional day.

22:05 Every full-time secondary school Teacher (9 - OAC) shall be assigned the equivalent of six (6) instructional credit periods (1125 minutes of instructional time per week), one (1) preparation/evaluation period and one (1) period to be utilized as outlined in 22:06.

22:06 a) Secondary Teachers will be assigned 125 minutes of additional instructional time in order to meet the secondary school additional instructional time requirements and/or to replace an absent Teacher (on-call). In addition to the 125 additional minutes of instructional time, secondary Teachers may be assigned up to 37.5 minutes of supervision/on-call time per week in this period. Secondary Teachers may be assigned additional supervision duties outside of the period described in 22:05.

b) The on-call/supervision schedule will be developed by the Principal, in consultation with a committee of Teachers comprised of an Association staff representative and an additional Teacher(s).

c) Secondary Teachers, within their number of assigned on-calls, may have up to one (1) on-call (37.5 minutes) per week to cover for absent Teachers due to illness.

22:07 Part-time Teachers shall be assigned to a proportional amount of teaching workload and preparation/evaluation duties as outlined in 22:01 and 22:05 above.

22:08 Teachers covered by this Agreement whose teaching assignment includes teaching in both the elementary and secondary panels shall receive a pro-

rated assignment of workload **and** preparation/evaluation time equivalent to their assigned time in each panel.

- 22:09 Each school year, the Principal shall devise a lunch supervision schedule that ensures a forty (40) minute uninterrupted lunch period for each Teacher. The provision of such lunch period shall be done in **utilizing** the existing staff complement and without the hiring of additional staff. In the event that such a schedule cannot be devised by September 30 the Principal and/or Teacher concerned may refer the matter to the appropriate Superintendent of Schools for final resolution.

ARTICLE 23 - HIGH SCHOOL ORGANIZATION STRUCTURE

23:01 The existing high school **organization** structure in place in the Ottawa and Carleton sectors as of September 1, 1998 will remain unchanged for the 1998-99 school year. The allowances applicable in the Ottawa and Carleton OECTA collective agreements for the 1997-98 school year will continue for the 1998-99 school year.

23:02 Effective for the 1999-2000 school year, the high school **organization** structure will be as follows:

- a) Each high school (9-OAC) shall be assigned ten (10) Department Heads. The **organization** of the departments at each school shall be determined by the Principal and the Superintendent of Schools.
- b) The parties may agree to amend the High School **Organization** Structure in 23:02 a) above by mutual agreement.

23:03 The following will apply regarding Department Head assignments:

- a) Department Head appointments are system-based appointments. The Board agrees to invite transfer requests, on an annual basis, from existing Department Heads.
- b) Initial appointment as Department Head shall be for a probationary period of one (1) year. Appointees who successfully complete the probationary period and who are recommended for permanent appointment by the Principal and Superintendent shall subsequently be appointed to a five (5) year renewable term.
- c) Reassignment to teaching duties within or upon completion of the probationary period will not be considered as demotion or discipline and therefore is not subject to the provisions of the grievance procedure. A

debriefing by the Superintendent of Schools shall be granted if requested in writing within two (2) weeks of written notification.

- d) Continuation in a permanent five (5) year term appointment and/or renewal of a permanent five (5) year term appointment is contingent upon **the** appointee continuing to be qualified and upon satisfactory performance of the duties of the position.
- e) In the event of redundancy within an **organizational** unit, seniority within that **organizational** unit system-wide will be the criterion **utilized** and the least senior Department Head within that **organizational** unit system-wide will be declared redundant and reassigned to teaching duties.
- f) With the approval of the Superintendent, an acting Department Head may be appointed in the event that the Department Head is absent and it is known that the absence will exceed twenty (20) consecutive teaching days.
- g) When an existing position becomes vacant the Board will follow the procedures in Article 24.
- h) A Teacher designated as an acting Department Head shall be given the remuneration of a Department Head in accordance with the Collective Agreement.
- i) No Ottawa sector Department Head on staff as of the date of ratification of this Collective Agreement will be affected by 23:03 c) or d).

ARTICLE 24 - STAFFING/TRANSFER PROCEDURES

24:01 Class size

- a) The Board shall assign sufficient teaching staff to ensure that the average system-wide class size provision of **22: 1** in secondary schools and **25: 1** in elementary schools as defined in the Education Act and Regulations shall be achieved.
- b) The Board shall provide the President of the Association with staffing information on a regular basis as requested.

24:02 Staffing Procedures

- a) The Consultation Committee will meet to review these procedures and timelines by December of each year. If no new agreement is reached on procedures and timelines for the following school year the provisions in this Collective Agreement shall apply.
- b) Each Principal, in consultation with his/her Superintendent of Schools, will determine the school **organization** for the upcoming school year in accordance with the staff allocated by the Board.
- c) Each Principal will declare vacancies and/or staff surplus to the school in accordance with Article 24:08. Principals shall forward this report to the Human Resources Department by the third Wednesday in April.

24:03 Staff Returning From Leave

- a) All Teachers scheduled to return from leave will be contacted in writing by the Human Resources Department to verify their return and to provide necessary documentation.
- b) Teachers returning from a leave of absence will be placed on the transfer list and must attempt to obtain a position in the same manner as Teachers who have requested a transfer.
- c) Teachers returning from a leave to a reduced schedule will be placed on the transfer list for the portion of time they were on leave.

24:04 Change In Contractual Status (Increase in Teaching Time)

Part-time Teachers shall be granted, where an appropriate vacancy exists, an increase in teaching status prior to external hiring subject to the following procedures:

- a) Teachers seeking a change in contractual status for September 1 of any year shall use the following procedures:
 - i) The Human Resources Department shall advertise at the beginning of February inviting part-time Teachers who will be requesting an increased status to apply in writing.
 - ii) Such applications on the prescribed form, with the recommendation of the Principal and appropriate Superintendent of Schools, shall be submitted to the Human Resources Officer (Teaching) by April 1.

- iii) If the Principal/Superintendent recommendations are positive and the request can be accommodated by system requirements, the Teacher shall be notified in writing that his/her name will be placed on the transfer list and that he/she is eligible to seek a full-time vacancy through the transfer process.
 - iv) If the Teacher's request cannot be accommodated the Teacher shall be advised that he/she will not be eligible to increase his/her status for the following school year and shall be advised of the reasons in writing.
 - v) If the Principal/Superintendent recommendations are positive and the request cannot be accommodated due to known system requirements, the Teacher shall be advised that his/her request cannot be accommodated at present but that his/her application will be retained in the event that system requirements change.
 - vi) A Teacher who is eligible for an increase in status according to this procedure and who is selected for a known vacancy by a Principal, shall, subject to final approval by the Superintendent of Human Resources, be advised in writing that his/her request for an increase in status has been approved.
 - vii) Teachers eligible for increase in status in accordance with this section will be considered up to September 30.
- b) Part-time teaching staff seeking a change in contractual status as of January 1 or at the start of the second semester in Catholic High Schools shall use the following procedures:
- i) Such Teachers shall notify the Human Resources Officer (Teaching) by November 30 in writing.
 - ii) Such applications, on the prescribed form, with the recommendation of the Principal and appropriate Superintendent of Schools, shall be submitted to the Human Resources Officer (Teaching).
 - iii) If a part-time Teacher accepts a new assignment in accordance with these provisions, any vacancy created by such Teacher's transfer or reassignment may be filled by direct external hiring at the discretion of the Board.

24:05 Voluntary Transfers

- a) A Teacher's request for a transfer shall be considered without prejudice. All Teachers who have a minimum of two years experience at the same school shall be eligible for voluntary transfer. Teachers who have less than two years experience in the same school must obtain the written approval of the Superintendent of Human Resources. Such approval will only be granted where extraordinary circumstances exist.
- b) All requests for transfer must be submitted to the Human Resources Officer (Teaching), by the Friday before March Break with a copy to the respective Principal and Superintendent, on the transfer request form (Form B). Late requests for transfer will only be considered in special circumstances and must be approved by the Superintendent of Human Resources.

24:06 Teacher Exchange

- a) Teachers who are on the transfer list, with the approval of each Teacher involved and their respective Principals, may request, in writing, to make the exchange permanent. Such requests shall be made in writing to the Superintendent of Human Resources and shall include the signatures of all concerned to indicate support for the exchange. Approvals of exchange requests shall be made in writing by the Superintendent of Human Resources and shall be effective September 1. The deadline for such requests shall be May 31. An explanation shall be provided to the Teachers in writing by the Principal or Superintendent of Human Resources if the exchange is not approved.
- b) In addition to the permanent Teacher exchange process, Teachers may also request a one year exchange using the same procedures as in 24:06 a). Teachers selecting the one year exchange will have the opportunity by January 30 of the exchange year to indicate that they wish to return to their former position for the following school year or, by mutual consent of the two Teachers and the two Principals, that they wish to make the exchange permanent.

24:07 Transfer/Assignment Procedures

- a) A list of known vacancies will be posted in each school and program department on May 1, June 5 or any other time deemed necessary. A copy of the transfer list will be posted in each school and program department by May 1. A copy of such vacancy and transfer lists shall be

given to each Association staff representative and to the President of the Association.

- b) Teachers on the transfer list shall be eligible to apply for posted vacancies and should contact the appropriate Principal.
- c) No Principal shall consider a Teacher eligible for a vacancy unless his/her name appears on the transfer list and a Principal shall not recommend a Teacher for placement until a confirmed vacancy exists in the school.
- d) A Principal who wishes to recommend a Teacher for placement in a confirmed vacancy in his/her school shall complete a “transfer recommendation form” and forward it to the Human Resources Officer (Teaching).
- e) Once the “transfer recommendation form” has been approved by the Superintendent of Human Resources, copies will be distributed as follows:
 - Teacher concerned
 - Receiving Principal
 - Sending Principal
 - Superintendents of Schools concerned
- f) After the Victoria Day Holiday, a Transfer Committee including the Superintendent of Human Resources, a representative of the Teachers (assigned by the Association), the President of the Principal’s Association or nominee, and other staff as designated by the Superintendent of Human Resources, will recommend placement of the remaining surplus to school or returning from leave Teachers according to the needs of the system. This Committee will meet no later than the Friday following the Victoria Day Holiday. Once all Teachers who are required to be placed have been assigned, the Board may assign newly hired Teachers to such vacancies.
- g) All transfers and placements will be confirmed in writing by the Human Resources Department.
- h) Nothing in the above precludes a Teacher being given notice of involuntary transfer by a Superintendent of Schools.

24:08 Surplus to School

In the event that a surplus of Teachers occurs in a school due to declining enrollment or other changes in the organization of the Board, reduction of teaching staff shall be implemented in the following manner:

- a) A Teacher shall be declared surplus to school only after a satisfactory placement within the school has been attempted and not found feasible.
- b) Surplus to school shall be determined by the school Principal by the application of the following criteria:
 - i) the seniority date of the Teacher as per Article 21 (Seniority), and
 - ii) the program and/or other needs or requirements of the school.
- c) In situations where b) ii) above is applied and results in the surplus to school declaration of a more senior Teacher as defined in b) i) such Teacher may request the reasons for such in writing from the school Principal within five (5) working days of the surplus notice. This letter shall be provided to the Teacher within five (5) working days of the request from the Teacher. A copy of such letter shall also be sent to the President of the Association, the Superintendent of Schools and the Superintendent of Human Resources. After receipt of such letter, the Teacher concerned may appeal the decision to the Superintendent of Schools within five (5) working days. The decision of the Superintendent of Schools in this matter will be final and binding and shall not be subject to the grievance/arbitration procedures of this Collective Agreement.
- d) In a school where a surplus of Teachers exists, a Teacher(s) may volunteer in writing to be declared surplus to the school, subject to the approval of the school Principal and the Superintendent of Human Resources.
- e) Teachers declared surplus who have five or more years seniority with the Board by June 30 of that year will be placed (if possible) in known vacancies prior to the regular transfer process by a committee including the Superintendent of Human Resources, a Superintendent of Schools, an Association representative and other staff as required. If no assignment is possible such Teachers shall be automatically placed on the transfer list.
- f) In the event that a specific program/department is disbanded or if a school is closed, every effort shall be made to place any affected Teachers through the Placement Committee in item e) above.
- g) Teachers declared surplus to schools according to this Article who have less than five years seniority with the Board by June 30 of that year shall be automatically placed on the transfer list.
- h) A Teacher declared surplus to a school must be considered first for any vacancy arising from a completed transfer from that school.

redundancy. The Association shall be provided with a copy of all redundancy letters.

- d) Teachers who are given notice of lay-off will be allowed up to a maximum of two (2) days with pay for the purpose of job search, subject to prior approval of the Superintendent of Human Resources.
- e) Regular teaching staff including those returning from leave shall be placed through the regular transfer and placement procedure prior to the recall of redundant Teachers. No new staff shall be hired until all those Teachers who are declared redundant, who are qualified and suitable to fill the position available, have been recalled. A list of the redundant Teachers will be kept in the Superintendent of Human Resources' file. A copy of this list shall be provided to the Association President. This list shall be kept active for a period of twenty four (24) months from the date of redundancy.
- f) In making new appointments of staff, first offer of these positions shall be made to those whose employment was terminated the previous school year by virtue of a redundancy. Such offer shall be made in the reverse order of reduction subject to suitability and qualifications with consideration to be given to those Teachers who are willing to become qualified for the position prior to the start of the assignment. Any Teacher on the recall list who refuses to accept an available position under the above, forfeits all rights to seniority and recall.
- g) When reasons of "suitable" are used, the reason determining suitability will be given to the Teacher in writing.
- h) Any probationary Teacher who is released due to redundancy, and subsequently rehired within a twenty four month period, will have all teaching experience with the Board credited towards the attainment of a permanent teaching position.
- i) Any Teacher recalled to a teaching position shall be given full recognition for seniority accumulated to the date of termination.
- j) Subject to approval from the OECTA Occasional Teacher Local Bargaining Unit, redundant Teachers will have first consideration for occasional teaching assignments.

ARTICLE 27 - TRANSITIONAL JOB SECURITY

- 27:01 All Teachers on staff as of the date of ratification of this Collective Agreement shall not be declared redundant during the life of this Collective Agreement.
- 27:02 The Board agrees to consult with the Association regarding the impact on Teachers of potential changes to the instructional program and/or significant changes to staffing levels.

ARTICLE 28 - CONSULTATION COMMITTEE

- 28:01 The Board and the Association agree to set up a Consultation Committee to review and discuss matters of common interest or concern as they arise. The Committee may make recommendations on such matters to the Director of Education.
- 28:02 The Consultation Committee shall consist of three (3) representatives from each party.
- 28:03 The Superintendent of Human Resources and the President of the Association shall be the contacts for setting up such meetings.
- 28:04 The Committee shall normally meet three (3) times per school year or at the request of either party.
- 28:05 Ordinarily, both parties shall submit agenda items one (1) week prior to such meeting.

ARTICLE 29 - REPLACEMENT OF TEACHERS

- 29:01 Teachers who are absent from their regular classroom teaching duties will be replaced by an Occasional Teacher except for the conditions as outlined in Article 22.
- 29:02 The Teacher-in-charge may replace a Principal, when the Principal is absent from school, on a short-term basis. The Teacher-in-charge will be released from teaching duties and replaced by an Occasional Teacher where approved by the appropriate Superintendent of Schools.

ARTICLE 30 - QECO PLACEMENT

- 30:01 All Teachers shall be placed on the Teacher salary grid in Article 33 on the basis of a Statement of Evaluation in accordance with QECO Program 4 (1979). Such statements of Evaluation shall be sent to the Human Resources Officer (Operations).
- 30:02 All newly-hired Teachers who do not hold a university degree shall be placed in **pre-degree** category A pending receipt of a valid QECO Statement of Evaluation.
- 30:03 All newly-hired Teachers who do hold a university degree shall be placed in category A1 pending receipt of a valid QECO Statement of Evaluation,
- 30:04 Once the Board has received confirmation of a newly-hired Teacher's appropriate placement according to QECO, the Board will make the appropriate salary adjustment retroactive to the effective date of hire. Such QECO statements will be submitted no later than the end of the first school year.
- 30:05 Notwithstanding 30:01, the following shall apply:
- a) Any Teacher who was in the employ of the Board on June 30, 1989 who was downgraded by the QECO rating shall be grandparented in the level in which they were placed in June 1989.
 - b) No Teacher grandparented in accordance with a) above may progress through the levels except by submitting a valid QECO rating statement.
 - c) For the purpose of QECO placement, "grandparented" shall be interpreted as meaning that Teachers will remain at the category level they have attained by June 30, 1989, but can continue to move within that category level to maximum based on teaching experience.
- 30:06 A Teacher who, before the beginning of the school year, has completed all the qualifications required for a change in category is entitled to an adjustment in salary as of September 1 of that year, provided that the Teacher submits to the Board a revised QECO Statement of Evaluation by December 31 of that school year.
- 30:07 A Teacher who, before December 31, has completed all the qualifications required for a change in category is entitled to an adjustment in salary as of January 1, provided that the Teacher submits to the Board a revised QECO Statement of Evaluation by June 30 of that school year.

30:08 Where a Teacher is unable to submit the required Statement of Evaluation as per article 30:05 and 30:06 within the required timelines, due to delays in the evaluation of requests by QECCO, the Teacher shall submit acceptable proof to the Board of this situation by December 31 or June 30 as appropriate. Where such acceptable proof is submitted as required, the Teacher shall be eligible for retroactive adjustments in accordance with articles 30:05 and 30:06 where the revised Statement of Evaluation is submitted to the Board as soon as possible after it has been received.

ARTICLE 31 - TEACHER PLACEMENT ON GRID

31:01 Except as otherwise specifically provided for in the terms of this Agreement, the annual salary and allowances of each Teacher shall be determined in accordance with Article 33 of this Agreement.

31:02 Unless legally permitted to do so, the Board may not withhold parts of a Teacher's salary.

31:03 a) Nothing in the terms of this Agreement shall permit the Board to reduce the salary and allowances of any Teacher on staff, except in those cases where the duties or responsibilities of a Teacher have been reduced. Such a reduction in salary and allowances shall only occur at the end of the current school year.

b) Notwithstanding 31:03 a) above, the Board reserves the right to recover over a reasonable period of time, salary and allowance payments inadvertently paid in excess of entitlements. Teachers who are inadvertently paid less than their salary and allowance entitlement by the Board will be entitled to recover such salary.

31:04 Teaching experience shall be credited as of the first day of the school year and shall be **recognized** in years and months. (i.e. A Teacher who has completed five years and three months teaching experience as of August 31 would be paid at 5.3 years for the school year starting September 1).

31:05

a) Teaching experience **recognized** for placement on the salary grid means teaching experience gained in an elementary or secondary day school in Ontario while holding a valid Ontario Certificate of Registration or Letter of Standing.

b) Teaching experience gained in an elementary or secondary day school in another Canadian Province or Territory, or outside of Canada while holding a valid Ontario Certificate of Registration or equivalent Teacher

qualification, may be **recognized** at the discretion of the Superintendent of Human Resources.

- c) Ten (10) months of full-time teaching experience shall be equivalent to one (1) full year of experience. No Teacher on staff as of the date of ratification of this Collective Agreement will have the calculation of their teaching experience adversely affected by the application of this clause.
- d) All partial years of teaching experience shall be **recognized** for salary placement purposes when the Teacher has accumulated 194 days, except for any period a Teacher is on long term disability. No Teacher on staff as of the date of ratification of this Collective Agreement will have the calculation of their teaching experience adversely affected by the application of this clause.
- e)
 - i) Teachers teaching less than a full-time assignment (i.e. 6 credit courses or equivalent) in any given school year shall be able to claim teaching experience for credit courses taught in night school and summer school. Such Teachers should submit written proof of such additional teaching experience to the Human Resources Department by August 31 of that school year for a change for the upcoming school year.
 - ii) In 31:05 e)i above, six credit courses taught are equivalent to one year teaching experience.
- f) In any given school year (i.e. September to August), the maximum experience a Teacher may accumulate is one year's teaching experience.

31:06 Related Experience

Related teaching experience means teaching experience other than as **recognized** in 31:05 a) above. Related teaching experience may be **recognized** for salary placement purposes as follows:

- i) Such experience must be directly related to the teaching assignment.
- ii) Related teaching experience **recognized** for salary placement purposes shall not exceed two (2) years and shall be pro-rated in the ratio of three (3) years related experience to one (1) year teaching experience.
- iii) In the case of any dispute regarding related teaching experience the decision of the Superintendent of Human Resources, in consultation with the Association President, shall be considered final and binding.

31:07 Related Experience - Technological Studies

Teachers whose teaching assignments include two (2) or more periods teaching Subjects in Schedule C of Regulation 184 may be eligible for related experience on the following basis:

- i) Related experience must be directly related to the teaching position and includes experience in a trade or any other experience as approved by the Superintendent of Human Resources.
- ii) Only experience beyond the requirements for a technological studies Teacher's basic teaching qualifications may count as related experience.
- iii) A year of related experience is a twelve (12) month period of experience.
- iv) Related experience shall be credited on the basis of two (2) years related experience for one year (10 months) teaching experience on the salary grid, to a maximum of ten (10) years related experience.
- v) In the case of any dispute regarding related experience, the decision of the Superintendent of Human Resources, in consultation with the Association President, shall be considered **final** and binding.

ARTICLE 32 - PAYMENT OF SALARIES

32:01 Teachers shall be paid in the following manner: 21 **installments** of 1/26 of salary beginning no later than the 2nd Thursday of September and every two weeks thereafter, and one payment of 5/26 of salary on the last teaching day prior to the summer holiday.

32:02 The Board shall deposit Teachers' salaries in accounts at financial institutions of the individual Teacher's choice provided that the financial institution is a participating member in the electronic funds transfer system.

32:03 Notwithstanding the above, individual Teachers shall have the opportunity to direct the Board to deposit an amount of salary in the Teacher's account at the Ottawa-Carleton Education Credit Union each pay period.

32:04 Any adjustment to a Teacher's salary shall be based upon the number of days worked as a proportion of the **recognized** school year.

32:05 Teachers' salaries shall be subject to all lawful deductions.

32:06 Notwithstanding the above, Teachers shall be paid the balance of their 1998-99 salary by the salary payment system of the previous Collective Agreement in place prior to ratification of this Collective Agreement.

32:07 The Board agrees to remit the employees' share of the Employment Insurance rebate to the Association prior to January 31 each year.

ARTICLE 33 - SALARY AND ALLOWANCES

33:01 **Salaries and Allowances for the 1998-99 school year:**

- a) Salaries and allowances for the 1998-99 school year will be in accordance with the August 31, 1998 Collective Agreement for each respective sector.
- b) All Teachers shall be paid a lump sum of 0.75% of their January 1, 1999 salary and allowances as a one-time payment. This payment will be made to all Teachers by January 31, 1999

33:02 Salaries and Allowances effective September 1, 1999:

SALARY GRID

	A	A1	A2	A3	A4
0	27,702	29,891	31,854	35,000	36,914
1	29,349	31,851	33,927	37,270	39,454
2	30,996	33,811 ^{203/19}	36,000	39,540	41,994
3	32,643	35,771	38,073	41,810	44,534
4	34,290	37,731	40,146	44,080	47,074
5	35,937	39,691	42,219	46,350	49,614
6	37,584	41,651	44,292	48,620	52,154
7	39,231	43,611	46,365	50,890	54,694
8	40,878	45,571	48,438	53,160	57,234
9	42,525	47,531	50,511	55,430	59,774
10	44,172	49,491	52,584	57,700	62,314
11	45,822	51,448	54,662	59,972	64,850

Note: A \$500 lump sum payment shall be given to the current Teachers within the following categories:

Ottawa: year 11, at A1, A2, and A3
 Carleton: year 13 at A4

ALLOWANCES

In addition to their salary based on the above salary grid, Teachers will receive an allowance as follows when assigned to the following positions:

Teacher-in-charge: \$ 1,776 per annum

Consultant: \$ 4,000 per annum

Coordinator:	\$ 12,000 per annum
Department Head:	\$ 4,000 per annum
SATS/SPATS	\$ 2,000 per annum
Curriculum Leaders (grades 7-8; 5 per site)	\$ 700 per annum

33:03 **Salaries and Allowances effective February 1, 2000:**

SALARY GRID

	A	A1	A2	A3	A4
0	27,979	30,190	32,173	35,350	37,283
1	29,642	32,170	34,266	37,643	39,849
2	31,306	<u>34,149</u> <i>20.522</i>	36,360	39,935	42,414
3	32,969	36,129	38,454	42,228	44,979
4	34,633	38,108	40,547	44,521	47,545
5	36,296	40,088	42,641	46,814	50,110
6	37,960	42,068	44,735	49,106	52,676
7	39,623	44,047	46,829	51,399	55,241
8	41,287	46,027	48,922	53,692	57,806
9	42,950	48,006	51,016	55,984	60,372
10	44,614	49,986	53,110	58,277	62,937
11	46,280	51,962	55,209	60,572	65,499

ALLOWANCES

In addition to their salary based on the above salary grid, Teachers will receive an allowance as follows when assigned to the following positions:

Teacher-in-charge:	\$ 1,794 per annum
Consultant:	\$ 4,040 per annum
Coordinator:	\$ 12,120 per annum
Department Head:	\$ 4,040 per annum
SATS/SPATS	\$ 2,020 per annum
Curriculum Leaders (grades 7-8; 5 per site)	\$ 707 per annum

33:04 The parties agree that the provisions of this Collective Agreement meets and continues to meet the requirements of the Pay Equity Act, 1989.

ARTICLE 34 - CONTINUING EDUCATION TEACHERS

34:01 Continuing Education Teacher means a Teacher employed to teach a continuing education course or class established in accordance with the regulations for which a valid Ontario Certificate of Registration or a Letter of Standing as a Teacher is required.

34:02 Continuing Education Teachers shall be paid the following rates of pay:

September 1, 1998:	\$30.93 per hour including 4% vacation pay
February 1, 2000:	\$31.24 per hour including 4% vacation pay

34:03 The Board will undertake to advertise all anticipated continuing education vacancies internally. At the discretion of the Board vacancies may also be advertised externally.

34:04 Provisions set out in this Article, Article 14 (Grievance) and Article 21 (Seniority) shall constitute the entire agreement of the parties on the terms and conditions of employment for Continuing Education Teachers.

ARTICLE 35 - BENEFITS PROVISIONS

35:01

- a) The Board and the Association agree to continue the benefits provisions in the previous OECTA - Ottawa Unit and OECTA - Carleton Unit Collective Agreements for OECTA staff working in such schools for the 1998-99 school year. The parties agree to form a joint committee made up of three representatives from each party to review benefits provisions and recommend a new joint plan to be effective on September 1, 1999. The parties agree that this new plan will be cost neutral for the Board share of benefits cost with such base cost calculated based on present expenditures as of February 15, 1999. The parties agree that if no new joint plan is agreed to by the parties by April 15, 1999, the issues will be submitted to a single arbitrator for review and final binding decision to be given no later than May 30, 1999. The single arbitrator will be appointed by agreement of the parties or, failing such agreement, by appointment by the Chair of the Ontario Labour Relations Board.
- b) The above joint committee will stay in place to monitor the benefits plan.
- c) The parties agree that the benefits provisions referred to in the above review include extended health (including hospital room coverage), life, accidental death and dismemberment, vision and dental provisions.

35:02 The parties agree that effective November 1, 1998 the Association' will assume responsibility for the LTD policy for all Teachers. The Board agrees to continue payroll deductions for LTD purposes as directed by the Association with reasonable notice. Teachers will pay 100% of the LTD premiums.

ARTICLE 36 - PROFESSIONAL GROWTH PROGRAMMES

36:01 The Elementary and Secondary Professional Development Chairpersons of the Association shall sit as members of the Board's Professional Development Committee to represent the interests of the Association and to provide a liaison between the Board Professional Development Committee and the Association Executive.

36:02 The Board and the Association agree to meet annually to review the financing of joint professional development programmes.

ARTICLE 37 - RETIREMENT GRATUITY (GRANDPARENTING)

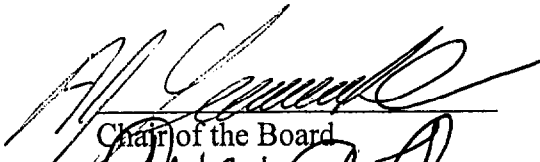

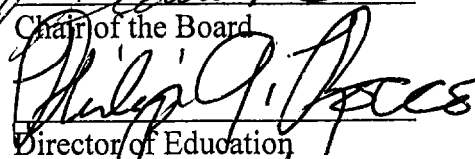
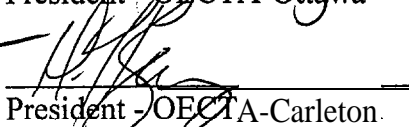
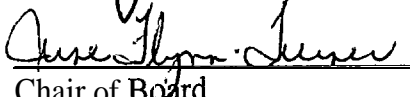
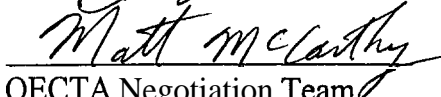
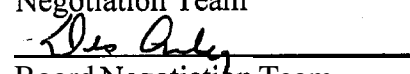
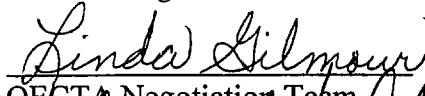
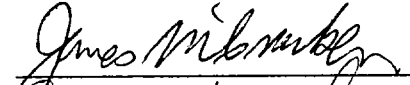
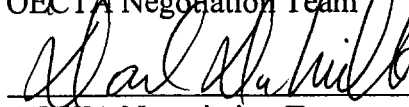
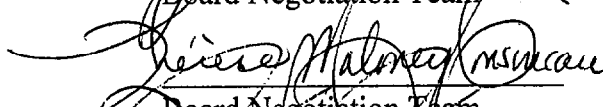
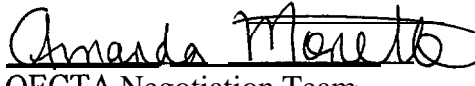
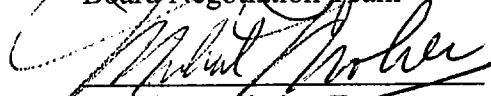

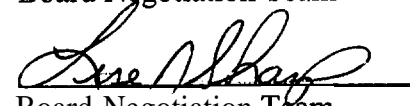
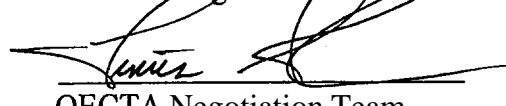
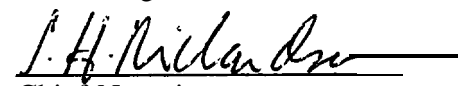
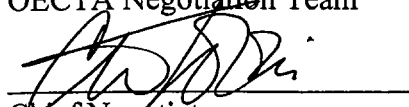
37:01 The Board and the Association agree that former Ottawa Roman Catholic School Board Teachers whose employment was transferred to the Ottawa-Carleton Catholic District School Board as of January 1, 1998 and who had an entitlement for a retirement gratuity in accordance with the OECTA Ottawa Unit Collective Agreement will continue to be eligible for the payment of a retirement gratuity. Such a retirement gratuity will be payable in accordance with the terms outlined in the OECTA Ottawa Collective Agreement for 1997-98.

IN WITNESS whereof the Board and the Association have caused this Agreement to be signed in their respective names by their duly **authorized** representatives on this fifth day of January, 1999.

Signed on behalf of

THE BOARD


THE ASSOCIATION

 _____ Chair of the Board	 _____ President - OECTA-Ottawa
 _____ Director of Education	 _____ President - OECTA-Carleton
 _____ Chair of Board Negotiation Team	 _____ OECTA Negotiation Team
 _____ Board Negotiation Team	 _____ OECTA Negotiation Team
 _____ Board Negotiation Team	 _____ OECTA Negotiation Team
 _____ Board Negotiation Team	 _____ OECTA Negotiation Team
 _____ Board Negotiation Team	 _____ OECTA Negotiation Team
 _____ Board Negotiation Team	 _____ OECTA Negotiation Team
_____ Board Negotiation Team	_____ OECTA Negotiation Team
 _____ Chief Negotiator	_____ OECTA Negotiation Team
	 _____ Chief Negotiator


Letter of Understanding 1


Occasional Teacher Issues

The parties **recognize** the need to meet to review concerns over the availability and procedures for securing and allocating Occasional Teachers. The parties shall meet through the Consultation Committee within ten (10) days of ratification of the Collective Agreement to begin discussions on this matter.



Chairperson - OCCDSB



President - OECTA Carleton Unit


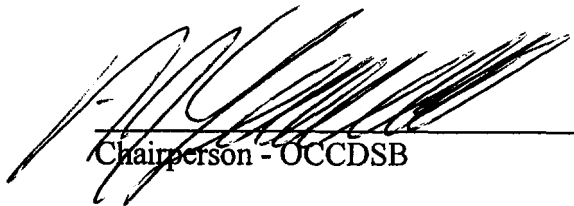
President - OECTA Ottawa Unit

January 5, 1999
Date

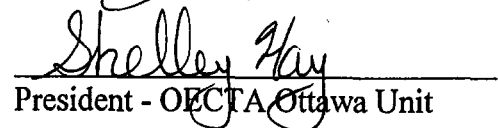
Letter of Understanding 2

Religious Education Qualification

The members of the Association and the Board recognize that the OECTA/OCSTA Religious Education Courses or their equivalent are important Teacher professional development. Teachers are encouraged to acquire Part 1 of Religious Education.


Chairperson - OCCDSB


President - OECTA Carleton Unit


President - OECTA Ottawa Unit

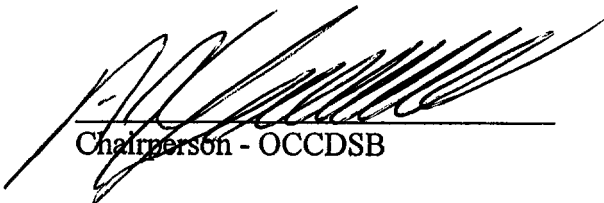
January 5, 1999
Date

Letter of Understanding 3

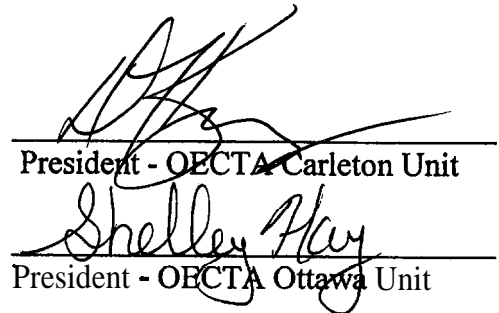
The Board and the Association agree to the importance of input on administrative policies and procedures affecting Teachers in the Board. As such, the Board will ensure that the Association will have representation in any review of the following policies during the term of this Collective Agreement:

- Teacher Assault/Safe Schools
- Harassment-free Workplace
- Health and Safety
- Administration of Medication

The parties agree that where difficulties arise out of the implementation of the above referenced administrative policies and procedures, that such matters may be referred to the Consultation Committee for resolution.



Chairperson - OCCDSB



President - OECTA Carleton Unit
President - OECTA Ottawa Unit

January 5, 1999
Date