

COLLECTIVE AGREEMENT

BETWEEN THE

OTTAWA-CARLETON CATHOLIC DISTRICT SCHOOL BOARD

AND THE

**ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
OTTAWA-CARLETON UNIT**

FOR THE PERIOD

SEPTEMBER 1, 2002

TO

AUGUST 31, 2004

TABLE OF CONTENTS

ARTICLE 1 – INTENT	4
ARTICLE 2 - DEFINITIONS	4
ARTICLE 3 - RECOGNITION.....	5
ARTICLE 4 - DURATION AND RENEWAL	6
ARTICLE 5 - MEMBERSHIP RIGHTS	6
ARTICLE 6 - MANAGEMENT AND DENOMINATIONAL RIGHTS	6
ARTICLE 7 - JUST CAUSE.....	6
ARTICLE 8 - STATUS OF EMPLOYMENT	6
8:01 PROBATIONARY PERIOD.....	7
8:02 NOTICE OF RESIGNATION.....	7
8:03 NOTICE OF RETIREMENT.....	7
ARTICLE 9 - FEDERATION FEES	7
ARTICLE 10 - SCHOOL ASSOCIATION REPRESENTATION	7
ARTICLE 11 - COLLEGE OF TEACHERS	8
ARTICLE 12 - INFORMATION TO THE ASSOCIATION	8
ARTICLE 13 - PERSONNEL INFORMATION	9
ARTICLE 14 - GRIEVANCE / ARBITRATION PROCEDURE.....	9
14:18 SINGLE ARBITRATION.....	11
ARTICLE 15 - DISTRIBUTION OF COLLECTIVE AGREEMENT	12
ARTICLE 16 - SICK LEAVE.....	12
ARTICLE 17 - PREGNANCY, PARENTAL AND ADOPTION LEAVE.....	13
17:01 REQUESTS FOR LEAVE	14
17:02 RETURNING FROM LEAVE	14
17:03 ALLOWANCE	15
17:04 STATUS DURING THE PERIOD OF LEAVE	15
17:05 PATERNITY LEAVE	16
ARTICLE 18 - SPECIAL LEAVE	16
18:01 SPECIAL LEAVE WITH PAY	16
18:02 SPECIAL LEAVE WITHOUT PAY	17
18:03 FEDERATION LEAVE WITHOUT PAY	18
18:04 RETURNING FROM LEAVE	19
ARTICLE 19 - TEACHER-FUNDED LEAVE PLAN	20
19:04 ELIGIBILITY	20
19:05 APPLICATION.....	20
19:06 IMPLEMENTATION OF THE PLAN.....	20
19:07 TERMS OF REFERENCE.....	21
19:08 CANADIAN CUSTOMS & REVENUE AGENCY (CCRA) CONTINGENCIES.....	22
ARTICLE 20 - TEMPORARY LEAVE FOR REDUCTION IN TEACHING SCHEDULE.....	22
20:01 DEFINITION	22
20:02 QUALIFICATIONS.....	22
20:03 APPLICATION.....	22
20:05 CONDITIONS.....	23
ARTICLE 21 - SENIORITY.....	23

OECTA/OCCDSB Collective Agreement

21:06	CONTINUING EDUCATION TEACHERS.....	24
ARTICLE 22	- TEACHER WORKLOAD AND PREPARATION / EVALUATION TIME.....	25
22:01	ALLOCATION.....	25
22:02	AVERAGE CLASS SIZES.....	25
22:03	PREPARATION AND EVALUATION TIME.....	25
22:04	SUPERVISION /ON-CALL.....	27
22:05	PART-TIME TEACHERS.....	28
22:06	CROSS PANEL ASSIGNMENTS.....	28
22:07	LUNCH PERIOD.....	28
22:08	TRAVEL.....	28
22:09	PRIOR LEARNING ASSESSMENT RECOGNITION (PLAR)	29
ARTICLE 23	- HIGH SCHOOL ORGANIZATION STRUCTURE	29
23:02	REDUNDANCY OF DEPARTMENT HEAD POSITION.....	29
23:03	THE FOLLOWING WILL APPLY REGARDING DEPARTMENT HEAD ASSIGNMENTS:.....	30
ARTICLE 24	- STAFFING: COORDINATOR, CONSULTANT, AND SPECIAL PROJECT ASSIGNMENT TEACHERS (SPAT):	32
ARTICLE 25	- JOB POSTINGS / TRANSFERS	32
25:01	STAFFING PROCEDURES.....	32
25:02	GENERAL POSTINGS / TRANSFER PROCEDURES.....	32
25:03	STAFF RETURNING FROM LEAVE	34
25:04	CHANGE IN CONTRACTUAL STATUS (TEACHER REQUESTED INCREASE IN TEACHING LOAD).....	34
25:05	VOLUNTARY TRANSFERS.....	36
25:06	ABSOLUTE TRANSFERS.....	36
25:07	VOLUNTARY TEACHER EXCHANGE PROCESS.....	36
25:08	SURPLUS TO SCHOOL.....	37
25:09	TRANSFER COMMITTEE	38
ARTICLE 26	- REDUNDANCY.....	39
ARTICLE 27	- CONSULTATION COMMITTEE.....	40
ARTICLE 28	- REPLACEMENT OF TEACHERS	40
ARTICLE 29	- QECO PLACEMENT	41
ARTICLE 30	- TEACHER PLACEMENT ON GRID.....	43
30:06	RELATED EXPERIENCE.....	44
30:07	RELATED EXPERIENCE - TECHNOLOGICAL STUDIES.....	44
ARTICLE 31	- PAYMENT OF SALARIES.....	45
ARTICLE 32	- SALARY AND ALLOWANCES	46
32:02	SALARIES AND ALLOWANCES EFFECTIVE AUGUST 29, 2002: (+3%)	46
32:03	SALARIES AND ALLOWANCES EFFECTIVE AUGUST 28, 2003: (+1.5%)	47
32:04	SALARIES AND ALLOWANCES EFFECTIVE FEBRUARY 1, 2004: (+2%)	48
32:05	SALARIES AND ALLOWANCES EFFECTIVE JUNE 1, 2004: (+0.60%)	49
ARTICLE 33	- CONTINUING EDUCATION TEACHERS	49
ARTICLE 34	- BENEFITS PROVISIONS.....	50
ARTICLE 35	- PROFESSIONAL DEVELOPMENT/STAFF DEVELOPMENT	50
ARTICLE 36	- RETIREMENT GRATUITY (GRANDPARENTING)	51
ARTICLE 37	- ACTING PRINCIPALS AND ACTING VICE-PRINCIPALS	51
TRANSITIONAL JOB SECURITY	52
PERFORMANCE APPRAISAL	53
RELIGIOUS EDUCATION QUALIFICATION	54

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 Part X.1(s. 277.1) of the Education Act, excluding occasional teachers.
 - 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 8, and includes Catholic intermediate schools, which shall be defined as having grades 7 and 8 alone or as having grades 7 and 8 in the same building as a Catholic High School.
 - g) Catholic High Schools are defined as those that extend from grade 9 to 12(OA).
 - 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 designate 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 elementary Teachers who assist with administrative duties and curriculum development, implementation, and review in assigned subject areas in grade 7 and 8, and may include communication with the Department Head under the directions of the Principal. Curriculum Leader is a school-based appointment. Each intermediate (7&8) school shall be assigned five (5) curriculum leaders. The principal and the superintendent of schools shall determine the organization of the curriculum divisions at each school. Principals shall invite applications from their staff members for vacant positions. All applications will be acknowledged in writing. Upon request, unsuccessful candidates shall be provided with a debriefing from the principal.
- n) Department Heads are Teachers whose duties are specified in O. Reg. 298 (Section 14-16), and may include 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 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 Teachers whose assignments qualify equally for membership in either the elementary or secondary panel of the Ottawa-Carleton Unit shall communicate the choice of panel to the President of OECTA (Ottawa-Carleton Unit) and to the Superintendent of Human Resources in writing at the time of first employment with the Board or upon assignment to a position that may affect the Teacher's affiliate status.

3:04 The Local Bargaining Unit includes every Teacher who is assigned to one or more elementary or secondary schools or to perform duties in respect of such schools.

3:05 It is understood that teachers who participate on Board Committees do not represent the Association unless they are appointed by the President.

ARTICLE 4 - DURATION AND RENEWAL

4:01 This Agreement shall have effect from the first day of September 2002 to August 31, 2004.

ARTICLE 5 - MEMBERSHIP RIGHTS

5:01 There shall be no discrimination or intimidation of any Teacher by reason of a Teacher's membership or activity 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.

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 Association recognizes and accepts 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 and Provincial and Federal Acts and Regulations.

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

- a) Teachers may resign 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 shall be provided in writing to the Superintendent of Human Resources at least twenty (20) school days prior to the effective date.

8:03 Notice of Retirement

- a) Teachers may retire on their retirement date.
- b) Teachers shall give at least twenty (20) school days notice 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 the Association no later than the 15th of each month following the deduction periods.
- 9:02 The Association shall advise the Board in writing of the amount of fees authorized by the Association membership in keeping with the Constitution and By-Laws of the Association.
- 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 Teachers of their 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.
- 10:04 The Association and the Board shall organize and coordinate an information session (half-day or full-day as the needs dictate) to outline the nature of the Collective Agreement and any changes therein, and/or mutually agreed upon topic. At least one (1) Association Representative from each school and at least one (1) representative from the Administration of each school will take part in this information session. The Board and the Association shall share occasional Teacher costs equally.

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.
- 11:02 The College of Teacher fees shall be deducted in three equal instalments on the first three pays of the New Year.

ARTICLE 12 - INFORMATION TO THE ASSOCIATION

- 12:01 The Board shall make available to the Association President by November 15 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 15 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 34.
- 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.
- 12:04 The Principal shall provide each Teacher with a preliminary timetable for the next school year before the end of the current school year. A copy of the timetables shall be available at the school for copying by the Association representative. An updated copy of the timetable including supervision will be available to the Association by the second Friday of the school year with updates throughout the year. Teachers on leave will be provided access to timetables and supervision schedules at the school upon request.

ARTICLE 13 - PERSONNEL INFORMATION

- 13:01 A Teacher shall have access to his/her personnel 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, shall be provided with a photocopy of any documents in the files.
- 13:02 Documentation of a disciplinary or performance nature regarding the Teacher shall not be placed on file without his/her previous knowledge. A Teacher may provide written responses to such documentation and such responses shall 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 Association (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 Superintendent of Human Resources with a copy to the Principal. The Superintendent of Human Resources shall give a decision to the grievance in writing to the grievor within ten (10) school days. The Superintendent of Human Resources 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, or the Director's designate 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 shall 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 current Ontario Labour Relations Act.

ARTICLE 15 - DISTRIBUTION OF COLLECTIVE AGREEMENT

- 15:01 All members of the combined local bargaining units of OECTA (Elementary/Secondary) shall receive a copy of the Collective Agreement within forty-five (45) days of ratification by the Board and the Association.
- 15:02 For purposes of distribution, the Board shall provide to the Association the names and addresses of those teachers on leave.

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 by the second pay period in November, a record of the amount of their unused sick leave. No teacher shall be adversely affected by the Board's reporting date.
- 16:05 Teachers leaving the employ of the Board are entitled to a statement of accumulative sick leave credits upon written request.
- 16:06 The Teacher shall advise the School Principal or designate, of his/her absence and probable date of return.
- 16:07 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 five (5) 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 that the teacher is fit and able to return to work. The ability to return to work may include accommodations subject to legislative requirements. Any accommodations required, including legislative requirements, shall be outlined at a return to work meeting which shall include the Teacher, the Board and the Association.
- 16:08 When Teachers are requested by the Board to submit a certificate from a qualified medical or dental practitioner, such requests shall be made no later than five (5) working days following the return to work
- 16:09 If a Teacher does not provide medical certificates within twelve (12) working days, when required in 16:08 above, the leave shall be processed as leave without pay.
- 16:10 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.
- 16:11 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 pay 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.
- 16:12 Where teachers have depleted their accumulated sick leave credits, the Board shall continue to provide health benefits and pay its share of premiums as per Board policy.

ARTICLE 17 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

Note: The provisions outlined in the Article below are subject to review pending Federal legislation and its impact on Provincial legislation. References to the Employment Standards Act shall reflect the most recent Employment Standards Act.

17:01 Requests for Leave

- a) Pregnancy, parental and adoption leave in accordance with the Employment Standards Act 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 may be granted by the Board up to a maximum leave of 104 weeks.
- 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 and subject to the surplus to school and/or redundancy provisions of this Collective Agreement. (Article 25:08 and Article 26).
- b) Teachers returning from pregnancy, parental or adoption leave as outlined in 17:01 that is for up to 52 weeks shall return to their same school, panel and comparable position, subject to the surplus to school and/or redundancy provisions of this Collective Agreement. (Article 25:08 and Article 26). 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 an extended pregnancy, parental or adoption leave as outlined in 17:01, that is for longer than 52 weeks shall be placed in the same panel (elementary or secondary), in a position equivalent to that held at the beginning of the leave. 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.
- 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, 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.
- 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) Pregnancy, parental and adoption leave taken in accordance with the Employment Standards Act shall be considered continuous service with the Board for the purpose of experience recognition.

- b) The Board shall pay its share of employee group benefits during pregnancy, parental and adoption leave taken in accordance with the Employment Standards Act providing the Teacher pays his/her share of the premiums.
- c) Teachers who are on an extended leave beyond that provided by the Employment Standards Act, 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. "Full Term" in a non-semestered school shall be defined as the period from September to December or January to March break or March break to June.

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. Teachers shall give reasonable notice of request for such leave where possible.

- 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, attend a hearing 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) Quarantine: leave with pay shall be granted in any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties.

- h) Personal, family and community 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.
- i) Child Care Leave: for illness to the teacher's child(ren), up to two (2) days of leave per annum.
- j) Bereavement Leave:
 - a) 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, spouse, child, mother-in-law, father-in-law, step-parent, step-child, ward or guardian.
 - b) One (1) day when required (or more at the discretion of the Board) 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 four (4) 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 four (4) years of employment for exceptional personal reasons. Pregnancy, Parental and Adoption leave as outlined in the Employment Standards Act shall not be included as part of the leave referenced in this clause.
- 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) 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.
- d) 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 Association.
- 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 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 on resumption of full time employment with the Board.
- v) The Teacher's seniority, sick leave and experience shall continue to accumulate during the period of the leave of absence. Monthly sick leave reports must be submitted to the Human Resources department.

b) Branch Affiliate Presidents (Release Officers)

- i) Upon the written request of the Association, the Board shall grant a full-time leave of absence to the Branch Affiliate Presidents (Release Officers) 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 Branch Affiliate Presidents (Release Officers) 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 seniority, sick leave and experience shall continue to accumulate during the period of the leave of absence. Monthly sick leave reports must be submitted to the Human Resources department.

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.

18:04 Returning From Leave

- a) Teachers returning from leaves as outlined in this article that are less than a school year shall return to their same school, panel and comparable position, subject to the surplus to school and/or redundancy provisions of this Collective Agreement as per Article 25:08 and Article 26. 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.
- b) Teachers returning from leaves as outlined in this article, that are for a school year or more shall be placed according to the following protocol:
 - i. If a vacancy exists for which the teacher is qualified, the teacher may choose to return to the same school.
 - ii. In the event that a vacancy in the school does not exist, the teacher shall be placed in the same panel and position to that held at the commencement of the leave.

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.

ARTICLE 19 - TEACHER-FUNDED LEAVE PLAN

- 19:01 The X over Y Plan affords 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 twenty (20) 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 commences.
- 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:

- a) 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.
- b) 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.

- c) 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.
- d) 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 34, Benefits Provisions, for the year of leave under this Plan by paying 100% of the premiums.

19:07 Terms of Reference

- a) If a vacancy exists for which a teacher is qualified, the teacher may choose to return to the same school.

In the event that a vacancy in the school does not exist, the teacher shall be placed in the same panel and comparable position to that held at the commencement of the leave of absence.

- 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 Canadian Customs & Revenue Agency (CCRA) Contingencies

- a) The present method of making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from CCRA, that the income deferral scheme contemplated herein may be acceptable to CCRA.
- 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 CCRA 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 by the Friday before the March break. 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 30 (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 Friday before the March break 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 Friday before the March break, 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 four (4) years. If the Teacher does not notify the Board of his/her intention to return to full-time teaching duties within the four 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 length of service" shall include all leaves or secondments taken with the approval of the Board or its predecessor Board(s) as outlined in Articles 17, 18, 19, and 20.

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 and the Superintendent of Human Resources.
- e) Notwithstanding the above, 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 where 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 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 An Acting Principal or Acting Vice-Principal shall continue to accrue seniority, as defined above, during the acting appointment.

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 indicating the number of courses taught as of the most recent date of hire and

shall provide the Association with the list once each semester on or before December 1st and May 1st.

- 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, in order of seniority, for continuing education assignments, subject to qualifications prior to new hiring.

ARTICLE 22 - TEACHER WORKLOAD AND PREPARATION / EVALUATION TIME

22:01 Allocation

- a) The Board shall make every effort to ensure that the workload given to teachers is fair.
- b) The Board shall make every effort to ensure that the workload given to teachers is consistent subject to the terms of the collective agreement.

22:02 Average Class Sizes

- a) The Board shall ensure that the class size aggregate complies with the Acts and Regulations.
- b) Courses taught on-line as part of a day school credit load shall be included in the workload assigned to a teacher and such courses shall appear on the teacher's timetable.
- c) The Board shall determine the average size of its classes in the aggregate, as of November 30 each year, and the determination shall be made in accordance with the above. The Board shall provide the Association with a copy of the staffing and school organizational model for each school by the last working day of November each year. The Principal shall make every effort to minimize the number of split grade/course/level classes.
- d) The Board shall provide the President of the Association with staffing information on a regular basis as requested.

22:03 Preparation and Evaluation Time

- a) Elementary (JK to 6):

- i. The Board shall provide a minimum average preparation and evaluation time for every full time elementary Teacher of one hundred fifty (150) minutes per week during the instructional day. Preparation and evaluation time shall be allotted in no less than twenty (20) minute blocks of time.
 - ii. A total of one and one half (1.5) Board Professional Activity Days shall be assigned for the purpose of individual preparation, planning and evaluation. The three (3) half days for this purpose shall be determined by consensus of the Teachers and Principal in the school.
- b) Elementary (7 and 8):
 - i. Every full time grade 7-8 Teacher shall be assigned the equivalent of 7 instructional periods and one preparation and evaluation period to be scheduled within the instructional day.
 - ii. A total of one and one half (1.5) Board Professional Activity Days shall be assigned for the purpose of individual preparation, planning and evaluation. The three (3) half days for this purpose shall be determined by consensus of the Teachers and Principal in the school.
- c) Secondary (9 – OAC):
 - i. As part of the 6.67 eligible program workload as defined in the Education Act and its regulations, a full time classroom teacher shall be assigned duties consisting of credit/credit equivalent course, on-calls, and supervision and special duties as outlined below:
 - 1. As part of the 6.67 eligible program workload aggregate, the classroom teacher maximum shall be 6.0 credit/credit equivalent courses plus a program of teacher advisor, remediation, on-calls and supervision.
 - 2. All full time teachers defined in 1 shall be assigned 0.17 credit equivalent in a Teacher Advisor Programme or a Remediation Programme.
 - 3. All full time teachers defined in 1 may be assigned up to a maximum of 150 minutes per two weeks of on-calls, remediation and/or supervision
 - 4. Principals shall make every effort to assign equivalent programs in an equitable manner. The schedule for these equivalent programs shall appear on the teacher's timetable.

5. Part time teachers and teachers who are assigned a program of special duties on a part time basis shall have their schedule prorated to that of a full time teacher.
- ii. Notwithstanding paragraph i, teachers in programs of special duties shall be assigned to a full time unstructured timetable as follows:
 1. As part of the 6.67 eligible program workload aggregate, the teacher in programs of special duties shall be assigned a full unstructured timetable based on 110 hour per credit/credit equivalent. Teachers assigned in this manner shall have no other duties.
- iii. During the school day, time outside the Teacher's assigned 6.67 credit equivalent workload shall be reserved for preparation and evaluation time.

22:04 Supervision /On-Call

- a) Every Teacher shall be assigned equitable supervision duties as outlined in the supervision schedule. This schedule shall be developed by the Principal in consultation with a committee of Teachers comprised of an Association staff representative and an additional Teacher(s). The parties agree on a supervision schedule that minimizes teacher supervision while still maintaining a safe environment for students.
- b)
 - i) System average elementary teacher supervision shall be defined as the total number of minutes of system elementary supervision completed by teachers in ten (10) days compared to the number of FTE elementary teachers performing supervision duties in the system. The initial system average elementary teacher supervision value will be determined using 2002-2003 supervision data.
 - ii) The parties recognize the gains made under the 2000-2002 Collective Agreement with regard to reducing the amount of supervision done by teachers. The parties, therefore, agree to maintain or further reduce the system average elementary teacher supervision. Notwithstanding the above, the parties recognize that variances could occur and such items will be referred to the Joint Consultation Committee for discussion.
 - iii) Every effort shall be made to minimize the number of Teachers required to supervise and/or monitor students during the lunch break for students to eat lunch.
 - iv) The Board shall make available to the Association all supervision schedules by the end of September for study and review.

- v) The Board shall provide the Association with a summary of supervision in each school performed by all staff in the school on the prescribed form, agreed to by the Board and the summaries by September 30th of each school year.
- vi) The Association will review all summaries and may request, through the Superintendent of Human Resources, revisions and/or additional information with respect to the summaries by October 15th of each school year.
- vii) Issues and concerns around supervision will be referred by either party of this Collective Agreement to the Joint Consultation Committee for discussion and resolution.

22:05 Part-Time Teachers

Part-time Teachers shall be assigned to a proportional amount of instructional time, preparation/evaluation time and supervision duties as outlined above. All of these assignments shall be scheduled consecutively.

22:06 Cross Panel Assignments

- a) Teachers covered by this Agreement whose teaching assignment includes teaching in both the elementary and secondary panels shall receive a pro-rated assignment of instructional time, preparation/evaluation time and supervision duties as outlined above.
- b) Teachers will not have their Local Bargaining Unit affiliation changed unless it is through the transfer process. Such change in status shall not create a surplus.

22:07 Lunch Period

- a) Each Teacher shall be entitled to an uninterrupted and continuous period of not less than forty (40) minutes for lunch in the scheduled interval for lunch in accordance with Regulation 298 of the Education Act.

22:08 Travel

- a) Teachers who are assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between locations. Travel time is exclusive of lunch time, preparation and evaluation time and supervision assignments.

22:09 Prior Learning Assessment Recognition (PLAR)

- a) All members of the Bargaining Unit shall have equal access to any PLAR work that must be initiated by the Board
- b) Compensation for PLAR work shall be at the Occasional Teacher daily rate of pay prorated to the contracted hours

ARTICLE 23 - HIGH SCHOOL ORGANIZATION STRUCTURE

23:01 The high school organization structure will be as follows:

- a) Each high school (9-OAC) shall be assigned seven (7) Department Heads. The organization of the departments at each school shall be determined by the Principal and the Superintendent of Schools. The Department Heads will be given 3 supply days per year to assist with administrative duties.
- b) The parties may agree to amend the High School Organization Structure in 23:01 a) above by mutual agreement.

23:02 Redundancy of Department Head Position

- a) Every effort shall be made to absorb the redundancy of Department Heads through the process of attrition as a result of normal resignations, retirements, and/or leaves of absence.
- b) In accordance with the above, where redundancy exists after attrition, redundancy shall be affected in the reverse order of seniority as per Article 21 provided that the Department Heads remaining have the required qualifications.
- c) Department Heads whose positions have been eliminated for reasons of redundancy will be notified, in writing, by the Director of Education by May 31 and, where possible, preliminary notice will be provided by May 1st. This notification will clearly state that the elimination of the positions is for reasons of redundancy. The Association shall be provided with a copy of all redundancy letters.
- d) No new Department Heads shall be hired until all those Department Heads who are declared redundant, who are qualified have been recalled. A recall list of the redundant Department Heads will be kept in the Superintendent of Human Resources' file. A copy of this recall list shall be provided to the Association President. This recall list shall be kept active for the length of this Collective Agreement.

- e) In making new appointments of Department Heads first offer of these positions shall be made to those on the recall list. Such offer shall be made in the reverse order of reduction, subject to qualifications, with consideration to be given to those Department Heads who are willing to become qualified for the position prior to the start of the assignment. Any Department Head on the recall list who refuses to accept an available position under the above, forfeits all rights to recall

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) When the Board anticipates vacancies for an upcoming school year in the position of Department Head, the Board will advertise such system-wide competition internally to all work locations. A copy of the competition poster will also be sent to each Association staff representative and to the President of the Association. At the discretion of the Board, such positions may also be advertised externally.
- c) All applicants who hold, or will hold by September 1 of the upcoming year, the required qualifications for the position will be considered. All applicants will receive written acknowledgment that their application has been received.
- d) Appointments required for the new school year shall be made from the competition if a suitable candidate, as determined by the Board, is chosen. The Board reserves the right to re-advertise competitions in order to obtain sufficient suitable candidates.
- e) In addition to the appointments required immediately for the upcoming school year, the Board at its discretion shall assign suitable candidates in the competition to an eligibility list for consideration for additional appointments that may occur. Unsuccessful candidates in a competition shall have the right to a debriefing regarding their candidacy upon written request to the Human Resources Officer (Teaching) within two weeks of having been notified in writing of the results.
- f) If no candidates are available from an eligibility list for appointment and a recent competition has been held for that eligibility list, the Board may appoint a Teacher on an acting basis to the position for a period of up to one school year. For purposes of clarity, “recent competition” shall mean a competition held during the previous term/semester for which the position is vacant.

- g) If an appointment is required during the school year, the Board may appoint a candidate from the eligibility list to such a position or may appoint a Teacher on an acting basis for a period not to extend beyond the end of the school year.
- h) Candidates' names shall remain on the eligibility list for a period of three years from the date of assignment to that eligibility list.
- i) Teachers appointed to eligibility lists shall be so notified in writing and shall be informed of the number of candidates on that eligibility list.
- j) The President of the Association shall be advised, in writing, of the formation of the eligibility list and those Teachers who are on the eligibility list.
- k) 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.
- l) A reassignment to teaching duties upon completion of the probationary duties shall be by written notification. A debriefing by the Superintendent of Schools shall be granted, if requested in writing, within two (2) weeks of written notification of reassignment to teaching duties.
- m) 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.
- n) 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.
- o) A Teacher designated as an acting Department Head shall be given the remuneration of a Department Head in accordance with the Collective Agreement.

ACTICLE 24 - STAFFING: COORDINATOR, CONSULTANT, AND SPECIAL PROJECT ASSIGNMENT TEACHERS (SPAT):

- 24:01 a) When there is a requirement to appoint a coordinator, consultant or SPAT, the Board will advertise such positions internally to all work locations. A copy of the competition poster will also be sent to each Association staff representative and to the President of the Association. At the discretion of the Board, such positions may also be advertised externally.
- b) All applicants will receive written acknowledgment that their application has been received. All applicants who hold, or will hold by September 1 of the upcoming year, the required qualifications for the position will be considered. Unsuccessful candidates in a competition shall have the right to a debriefing regarding their candidacy upon written request to the Human Resources Officer (Teaching).
- c) The term of Coordinator, Consultant, and SPAT appointments shall be in accordance with Board policy. These appointments are system wide and may be extended at the discretion of the Director of Education.
- d) Upon completion of a term, the position shall be advertised and a competition shall be held which shall be open to all qualified applicants.

ARTICLE 25 - JOB POSTINGS / TRANSFERS

25:01 Staffing Procedures

- a) The Consultation Committee shall meet to review these procedures and timelines by February 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, shall determine the school organization for the upcoming school year in accordance with the staff allocated by the Board.
- c) Each Principal shall declare vacancies and/or staff surplus to the school in accordance with Article 25:08. Principals shall forward this report to the Human Resources Department by the third Wednesday in April.
- d) The Board shall provide the President of the Association with staffing information on a regular basis as requested.

25:02 General Postings / Transfer Procedures

- a) Vacant teaching positions shall be defined as those resulting from resignations, enrolment growth, transfers, promotions, system expansion or the creation of new teaching positions.
- b) A list of known vacancies will be posted in each school and program department on May 1 and June 1 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.
- c) The postings shall state the school, panel/division and subject area(s) for high school positions.
- d) Teachers on the transfer list shall be eligible to apply to posted vacancies and should contact the appropriate Principal.
- e) 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.
- f) 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 Human Resources Officer (Teaching).
- g) Once "the Transfer Recommendation Form" has been approved by the Superintendent of Human Resources, copies will be distributed as follows:
 - 1. Teacher concerned
 - 2. Receiving Principal
 - 3. Sending Principal
 - 4. Superintendents of Schools concerned
- h) After the Victoria Day Holiday, the Transfer Committee will recommend placement of teachers as per 25:09(b). This Committee will meet no later than the Friday following the Victoria Day Holiday.
- i) All transfers and placements will be confirmed in writing by the Human Resources Department.
- j) The Board shall provide a copy of all Change in Teaching Assignment forms to the Association.
- k) Nothing in the above precludes a Teacher being given notice of involuntary transfer by a Superintendent of Schools. A copy of this notification shall be forwarded to the Association President.

25:03 Staff Returning From Leave

- a) All Teachers scheduled to return from leave shall be contacted in writing by the Human Resources Department to verify the date of their return to work and asked to provide any required documentation.
- b) Teachers returning from a leave of absence, except as outlined in Article 17, 18, and 19 shall be placed on the transfer list and shall attempt to obtain a teaching position in the same manner as Teachers who have requested a transfer.
- c) Teachers returning from a Temporary Leave for Reduction in Teaching Schedule shall be placed on the transfer list for the portion of time they were on leave and must attempt to obtain a position in the same manner as teachers who have requested a transfer.
- d) The Transfer Committee shall assign a known teaching vacancy to a teacher returning from a leave, who has not obtained a position through the General Postings/ Transfer Process. The assignment of such a position shall take place at a meeting of the committee held no later than the first Friday following the Victoria Day Holiday.

25:04 Change in Contractual Status (Teacher Requested Increase in Teaching Load)

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) The Teacher seeking a change in contractual status (increase in teaching load) for September 1st 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 application, 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 the Friday prior to the March Break. Upon written request, the Principal shall provide an explanation to the teacher in writing if the recommendation is not positive.

- iii) The Teacher shall be notified in writing if his/her name has been placed on the transfer list and is therefore eligible for any posted positions.
 - iv) The Transfer Committee shall assign a known teaching vacancy to teachers who have been unable to obtain a transfer through the voluntary General Postings/Transfer Process. These teachers shall be placed in known vacancies at a meeting to be held no later than the Friday following the Victoria Day Holiday.
 - v) If a 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 reason in writing.
 - vi) 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
 - vii) 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.
 - viii) Teachers eligible for increase in status in accordance with this section will be considered up to September 30.
- b) The Teacher seeking a change in contractual status (increase in teaching load) 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) by the Friday before the March Break. Upon written request, the Principal shall provide an explanation to the teacher in writing if the recommendation is not positive.
 - 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.

25:05 Voluntary Transfers

- a) The Board and the Association shall encourage the voluntary transfer of Teachers.
- b) 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.
- c) Any Teacher may submit an application for a transfer, on the Transfer Request Form (Form B), to the Human Resources Officer (Teaching) with a copy to the principal, at any time prior to the Friday before March Break.
- d) Teachers currently in the employ of the Board who apply for a voluntary transfer shall be given priority placement in new and vacant teaching positions prior to the placement of any new hire until the conclusion of the current transfer process.

25:06 Absolute Transfers

- a) An absolute transfer is understood to be a request for transfer by a teacher where the teacher may be assigned to any school and is prepared to accept any assignment for which the teacher is qualified. A teacher's request to limit placement to families of schools will be respected.
- b) Any teacher accessing the absolute transfer process must indicate this choice on the Transfer Request Form (Form B) and submit it to the Human Resources Officer (Teaching) with a copy to the principal, at any time prior to the Friday before March Break.
- c) The Transfer Committee shall assign a known teaching vacancy to any teacher who has applied for an absolute transfer and who has been unable to obtain a transfer through the General Postings/Transfer Process. Teachers shall be placed in known teaching vacancies by the committee, which shall meet no later than the Friday following the Victoria Day Holiday.

25:07 Voluntary Teacher Exchange Process

- a) All Teachers who wish to seek a Voluntary Teacher Exchange process must indicate this choice on the Transfer Request Form (Form B) and submit it to the Human Resources Officer (Teaching) with a copy to the principal, at any time prior to the Friday before March Break.

- b) The Voluntary Teacher Exchange process neither applies to nor generates vacant teaching positions as defined in Article 25:02.
- c) A teacher's intent to seek a Voluntary Teacher Exchange shall be indicated on the Voluntary Transfer List.
- d) All voluntary teacher exchanges shall be subject to the approval of the appropriate principals and Superintendents. Such approval shall not be unreasonably withheld. An explanation shall be provided to the Teachers in writing by the Principal or Superintendent of Human Resources if the exchange is not approved.
- e) Teachers may also request a one (1) year exchange using the same procedures as in 25:07 c). Teachers selecting the one (1) year exchange will have the opportunity, by January 30 of the exchange year, to indicate their desire to return to their former position for the following school year or, by the mutual consent of the two Teachers and the two Principals, to make the exchange permanent.
- f) The voluntary teacher exchange process shall be completed on or before June 20th of each year.
- g) When a teacher has accepted a voluntary teacher exchange assignment her/his name shall be removed from the Voluntary Transfer List.

25:08 Surplus to School

- a) Surplus to School shall mean a reduction in the total teaching positions in a school due to:
 - i. declining enrolment
 - ii. enrolment shifts brought about by the opening of new schools or caused by student option selections
 - iii. the creation, reduction or elimination of a program
 - iv. other changes in the organization of the Board
- b) Surplus to School shall be determined by the school Principal by the application of the following criteria:
 - i. System seniority date of the teacher as per Article 21
 - ii. Curriculum program requirements of the school.
- c) It is recognized that following due consideration of the information provided in Regulation 298 of the Education Act, curriculum program requirements may result in a teacher being declared surplus to school who has more seniority than another teacher in the same school. Where this occurs, the Board shall provide to

the affected teacher(s) and to the Ottawa-Carleton Unit an explanation of the curriculum program requirements.

- d) A Teacher declared surplus to school who has not yet commenced teaching in another school has the right of first refusal for any position at their originating school providing he/she has the qualifications for the position as set out in the Education Act.
- e) Teacher(s) who may be subject to the Surplus to School provision of this Collective Agreement shall be notified in writing.
- f) In a school where a surplus of Teacher(s) 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. Such approval shall not be unreasonably withheld.
- g) Teachers declared surplus who have five or more years seniority with the Board by June 30 of that year will be placed in known vacancies prior to the regular transfer process by the Transfer Committee. If no assignment is possible or if the teacher elects not to accept the assignment, such Teachers shall be automatically placed on the Voluntary Transfer list.
- h) 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.

25:09 Transfer Committee

- a) The Transfer Committee shall consist of the Superintendent of Human Resources, representative(s) of the Teachers (assigned by the Association) and other staff as designated by the Superintendent of Human Resources.
- b) The Transfer Committee shall make recommendations regarding the assignment of teacher(s). The assignment of teacher(s) shall be done in the following priority:
 - i. teachers declared surplus as per Article 25:08
 - ii. teachers returning from system class/system appointments
 - iii. teachers returning from a leave of absence
 - iv. teachers accessing absolute transfers
 - v. teachers seeking a change in contractual status
- c) The recommendation of 25:09(b), shall be instituted prior to the placement of any new hires.

- d) Notwithstanding b) above, teachers assigned by the Transfer Committee to two different schools shall have the right to accept an equivalent position in one school that may become available prior to the start of the next school year.

ARTICLE 26 - REDUNDANCY

26:01 In the event that redundancy of Teachers occurs within the Board, reduction of staff shall be implemented in the following manner:

- a) Every effort shall be made to absorb the redundancy of Teachers and/or to reduce staff through the process of attrition as a result of normal resignations, retirements, and/or leaves of absence.
- b) In accordance with the above, where redundancy exists after attrition, redundancy shall be effected in the reverse order of seniority as per Article 21 provided that the Teachers remaining have the required qualifications according to the Acts and Regulations and are suitable to teach the required school instructional programme for the next school year.
- c) Teachers whose employment have been terminated for reasons of redundancy will be notified, in writing, by the Director of Education by May 31 and, where possible, preliminary notice will be provided by May 1st. This notification will clearly state that termination is for reasons of 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 recall list of the redundant Teachers will be kept in the Superintendent of Human Resources' file. A copy of this recall list shall be provided to the Association President. This recall list shall be kept active for a period of twenty five (25) months from the date of redundancy.
- f) In making new appointments of staff, first offer of these positions shall be made to those on the recall list. 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 “suitability” 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-five (25) 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 - CONSULTATION COMMITTEE

- 27:01 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.
- 27:02 The Consultation Committee shall consist of three (3) representatives from each party. In addition, with the approval of the parties, the Board and the Association may invite resource persons to be in attendance in order to facilitate the discussion.
- 27:03 The Superintendent of Human Resources and the President of the Association shall be the contacts for setting up such meetings.
- 27:04 The Committee shall normally meet three (3) times per school year or at the request of either party.
- 27:05 Ordinarily, both parties shall submit agenda items one (1) week prior to such meeting. Action items resulting from the meeting shall be forwarded to the respective parties.

ARTICLE 28 - REPLACEMENT OF TEACHERS

- 28:01 Teachers who are absent from their regular classroom teaching duties shall be replaced by an Occasional Teacher except if there are no Occasional Teachers available. Where teachers have been provided with access to SEMS, they will be required to call the system to arrange for a replacement. If the SEMS is not operational the teacher shall inform the principal or vice-principal.

- 28:02 Until such time as all teachers have access to SEMS or if the SEMS is not operational, the Principal and/or Vice-Principal(s) shall call Occasional Teachers when Teachers are absent from their teaching duties. Individual Teachers may assist with this task particularly for pre-arranged absences (i.e. conferences, workshops, special leave, medical appointments etc.) but are under no obligation to do so.
- 28:03 The Teacher Designate may replace a Principal, when the Principal is absent from school, on a short-term basis. The Teacher Designate may be released from teaching duties and replaced by an Occasional Teacher where approved by the appropriate Superintendent of Schools.
- 28:04 In the event that a teacher is assigned to replace an absent teacher, and loses preparation and evaluation time, the following protocol shall apply:
- a) The teacher will keep a record of all time lost.
 - b) Once the teacher has accumulated at least a half a day, compensatory time in the form of Preparation and Evaluation days shall be scheduled during the school year at a date approved by the principal. Such approval shall not be unreasonably withheld.
 - c) Teachers may work at the school or at any other Board site mutually agreed upon by the teacher and the principal.
 - d) Occasional teachers shall be hired by the board to replace teachers on the assigned days.

ARTICLE 29 - QECO PLACEMENT

- 29:01 All Teachers shall be placed on the Teacher salary grid in Article 32 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). Notwithstanding the above, effective September 1, 2001, Technological Studies Teachers shall be placed on the Teacher salary grid in Article 32 on the basis of a Statement of Evaluation in accordance with QECO Program 5 (2000). Such statements of Evaluation shall be sent to the Human Resources Officer (Operations).
- 29:02 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.
- 29:03 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.

- 29:04 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.
- 29:05 Notwithstanding 29:01, 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.
- 29:06 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.
- 29:07 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.
- 29:08 Where a Teacher is unable to submit the required Statement of Evaluation as per article 29:05, 25:09 and 29:06 within the required timelines, due to delays in the evaluation of requests by QECO, 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 29:05, 25:09 and 29:06 where the revised Statement of Evaluation is submitted to the Board as soon as possible after it has been received.
- 29:09 Prior to implementation of QECO Programme 5, the Board will develop an implementation plan and OECTA will have representation on the Board committee.

ARTICLE 30 - TEACHER PLACEMENT ON GRID

- 30:01 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 32 of this Agreement.
- 30:02 Unless legally permitted to do so, the Board may not withhold parts of a Teacher's salary.
- 30:03 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 occur no later than the second pay period in the month of October of the current school year or upon confirmation by the schools of the positions of responsibility for the current school year.

Teachers who voluntarily resign their position of added responsibility shall forfeit their allowance effective the date of their resignation.

- b) Notwithstanding 30:03 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.
- 30:04 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).
- 30:05
- 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. 6.67 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 30:05 e) i) above, 6.67 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.

30:06 Related Experience

Related teaching experience means teaching experience other than as recognized in 30:05 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.

30:07 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 31 - PAYMENT OF SALARIES

- 31:01 a) For the 2002-2003 school year, teachers shall be paid in the following manner: 22 installments of 1/26 of salary beginning on the 29th day of August and every two weeks thereafter, and one payment of 4/26 of salary on the last teaching day prior to the summer holidays. Newly hired teachers will receive 2/26 of their pay on September 12, 2002, and 1/26 every two weeks thereafter, and one payment of 4/26 of salary on the last teaching day prior to the summer holidays.
- b) For the 2003-2004 school year, teachers shall be paid in the following manner: 22 installments of 1/26 of salary beginning on the 28th day of August and every two weeks thereafter, and one payment of 4/26 of salary on the last teaching day prior to the summer holidays. Newly hired teachers will receive 2/26 of their pay on September 11, 2003, and 1/26 every two weeks thereafter, and one payment of 4/26 of salary on the last teaching day prior to the summer holidays.
- 31:02 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.
- 31:03 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.
- 31:04 Any adjustment to a Teacher's salary shall be based upon the number of days worked as a proportion of the recognized school year.

31:05 Teachers' salaries shall be subject to all lawful deductions.

31:06 The Board shall consult with the Association prior to any changes in salary and allowances. An implementation plan will be developed by representatives of the Finance Department, Human Resources Department and the Association. The implementation plan will occur within a time frame which will allow both parties a reasonable opportunity to resolve the matter and to notify Teachers.

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

ARTICLE 32 - SALARY AND ALLOWANCES

32:01 Salaries and Allowances for the 2002-2003 school years:

- a) Effective the first pay date (August 29th) of the 2002 school year, salaries and allowances will be in accordance with the Salary Grid in 32:02
- b) Effective the first pay date (August 28th) of the 2003 school year, salaries and allowances will be in accordance with the Salary Grid in 32:03
- c) Effective February 1, 2004, salaries and allowances will be in accordance with the Salary Grid in 32:04
- d) Effective June 1, 2004, salaries and allowances will be in accordance with the Salary Grid in 32:05

32:02 Salaries and Allowances effective August 29, 2002: (+3%)

SALARY GRID

	A	A1	A2	A3	A4
0	\$30,435	\$32,841	\$34,997	\$38,453	\$40,556
1	\$32,244	\$34,994	\$37,275	\$40,948	\$43,348
2	\$34,055	\$37,147	\$39,552	\$43,441	\$46,138
3	\$35,864	\$39,301	\$41,830	\$45,935	\$48,928
4	\$37,673	\$41,453	\$44,107	\$48,430	\$51,719
5	\$39,483	\$43,607	\$46,385	\$50,924	\$54,510
6	\$41,293	\$45,761	\$48,662	\$53,417	\$57,301
7	\$43,101	\$47,914	\$50,941	\$55,911	\$60,091
8	\$44,912	\$50,068	\$53,217	\$58,406	\$62,880
9	\$46,721	\$52,221	\$55,494	\$60,899	\$65,672
10	\$48,531	\$54,375	\$57,773	\$63,393	\$68,462
11	\$50,343	\$56,524	\$60,056	\$65,890	\$71,249

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 Designate:	1,848
Consultant:	4,161
Coordinator:	12,484
Department Heads	4,161
SPATS	2,081
Curriculum Leaders (Grades 7-8; 5 per site)	728

32:03 Salaries and Allowances effective August 28, 2003: (+1.5%)

SALARY GRID

	A	A1	A2	A3	A4
0	\$30,892	\$33,333	\$35,522	\$39,030	\$41,165
1	\$32,728	\$35,519	\$37,834	\$41,562	\$43,998
2	\$34,566	\$37,704	\$40,145	\$44,093	\$46,830
3	\$36,402	\$39,890	\$42,458	\$46,624	\$49,662
4	\$38,238	\$42,075	\$44,768	\$49,156	\$52,495
5	\$40,075	\$44,261	\$47,081	\$51,688	\$55,327
6	\$41,912	\$46,447	\$49,392	\$54,218	\$58,160
7	\$43,748	\$48,632	\$51,705	\$56,750	\$60,993
8	\$45,586	\$50,819	\$54,015	\$59,282	\$63,824
9	\$47,422	\$53,004	\$56,327	\$61,812	\$66,657
10	\$49,258	\$55,190	\$58,639	\$64,344	\$69,489
11	\$51,098	\$57,372	\$60,957	\$66,878	\$72,318

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 Designate:	1,876
Consultant:	4,224
Coordinator:	12,302
Department Heads	4,224
SPATS	2,112
Curriculum Leaders (Grades 7-8; 5 per site)	739

32:04 Salaries and Allowances effective February 1, 2004: (+2%)

	A	A1	A2	A3	A4
0	\$31,510	\$34,000	\$36,233	\$39,810	\$41,988
1	\$33,382	\$36,230	\$38,590	\$42,393	\$44,878
2	\$35,257	\$38,458	\$40,948	\$44,975	\$47,766
3	\$37,130	\$40,688	\$43,307	\$47,556	\$50,655
4	\$39,003	\$42,917	\$45,664	\$50,139	\$53,545
5	\$40,877	\$45,146	\$48,022	\$52,722	\$56,434
6	\$42,750	\$47,376	\$50,380	\$55,302	\$59,324
7	\$44,623	\$49,605	\$52,739	\$57,885	\$62,212
8	\$46,498	\$51,836	\$55,096	\$60,468	\$65,100
9	\$48,370	\$54,064	\$57,453	\$63,048	\$67,990
10	\$50,244	\$56,294	\$59,812	\$65,631	\$70,879
11	\$52,120	\$58,520	\$62,176	\$68,216	\$73,764

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 Designate:	1,913
Consultant:	4,308
Coordinator:	12,548
Department Heads	4,308
SPATS	2,154
Curriculum Leaders (Grades 7-8; 5 per site)	754

32:05 Salaries and Allowances effective June 1, 2004: (+0.60%)

	A	A1	A2	A3	A4
0	\$31,699	\$34,204	\$36,450	\$40,049	\$42,240
1	\$33,583	\$36,447	\$38,822	\$42,647	\$45,147
2	\$35,469	\$38,689	\$41,194	\$45,245	\$48,053
3	\$37,352	\$40,932	\$43,567	\$47,842	\$50,959
4	\$39,237	\$43,174	\$45,938	\$50,440	\$53,866
5	\$41,122	\$45,417	\$48,311	\$53,038	\$56,772
6	\$43,007	\$47,660	\$50,682	\$55,634	\$59,680
7	\$44,891	\$49,903	\$53,055	\$58,232	\$62,586
8	\$46,777	\$52,147	\$55,426	\$60,831	\$65,491
9	\$48,660	\$54,389	\$57,798	\$63,427	\$68,398
10	\$50,545	\$56,632	\$60,171	\$66,025	\$71,304
11	\$52,433	\$58,871	\$62,549	\$68,625	\$74,207

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 Designate:	1,925
Consultant:	4,334
Coordinator:	12,623
Department Heads	4,334
SPATS	2,167
Curriculum Leaders (Grades 7-8; 5 per site)	758

32:06 The parties agree that the provisions of this Collective Agreement meets and continues to meet the requirements of the Pay Equity Act, 1989.

ARTICLE 33 - CONTINUING EDUCATION TEACHERS

33:01 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.

33:02 Continuing Education Teachers shall be paid the following rates of pay:

August 29th, 2002	\$33.99	per hour including 4% vacation pay
August 28th, 2003	\$34.50	per hour including 4% vacation pay
February 1st, 2004	\$35.19	per hour including 4% vacation pay
June 1st, 2004	\$35.40	per hour including 4% vacation pay

33:03 The Board will undertake to advertise all anticipated continuing education vacancies internally. At the discretion of the Board vacancies may also be advertised externally.

33:04 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 34 - BENEFITS PROVISIONS

- 34:01 a) The Board and the Association agree to continue the benefits provisions as outlined in the current Group Insurance Plan Booklet of the Board. These benefits include extended health (including hospital room coverage), life, accidental death and dismemberment, vision and dental provisions.
- b) Effective February 1, 2001, The Board agrees to pay eighty-five (85%) percent of the benefit costs. The teachers agree to pay fifteen (15%) percent of the benefit costs.
- c) The Benefits Advisory Committee will meet at least quarterly to monitor the benefits plan

34:02 The Association assumes 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 35 – PROFESSIONAL DEVELOPMENT/STAFF DEVELOPMENT

35:01 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.

35:02 The Board and the Association agree to meet annually to review the financing of joint conference funding program.

ARTICLE 36 - RETIREMENT GRATUITY (GRANDPARENTING)

36:01 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.

ARTICLE 37 – ACTING PRINCIPALS AND ACTING VICE-PRINCIPALS

- 37:01 a) 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. Such acting appointments may be extended beyond one (1) year by mutual consent of the Board and the Association. Acting Principals and Vice-Principals are members of the Bargaining Unit, and as such, shall not participate in any activities involving evaluation of other Bargaining Unit members.
- b) All provisions of this Collective Agreement shall apply to the Teacher during such period of temporary assignment.
- c) 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
- d) Any Teacher appointed as Acting Principal or Vice-Principal will be re-assigned to his/her previous position at the end of the acting assignment.
- e) 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.
- f) Any new working conditions or duties other than above shall be referred to the Consultation Committee.

Letter of Understanding 1

Transitional Job Security

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.

In the event that the Board implements a French as a Second Language Programme that impacts on staffing (FSL teachers, English teachers) the Association and the Board shall agree to a protocol for the placement of all teachers affected. If the parties cannot agree, this issue shall be submitted to a single arbitrator for review and final binding decision prior to April 1 of the school year preceding implementation.

Letter of Understanding 3

Performance Appraisal

It is understood by the parties that:

1. The Board is in the process of establishing a performance appraisal policy and procedure in accordance with the legislation.
2. The criteria for the performance appraisal process shall be consistent with the practice and components of the Board's existing performance appraisal documents entitled *Performance Appraisal – Permanent teachers 2000* and *Performance Appraisal – Probationary Teachers 2000*.
3. The Board shall make available to the Association by October 31st of each year a current list of teachers participating in the Performance Appraisal process in that year.
4. OECTA will have representation on the Board's steering committee responsible for developing the policy and procedure.

Letter of Understanding 4

Religious Education Qualification

The parties agree that should the arbitrator rule that the Letter of Understanding re: Religious Education Qualification existed in the 2000-2002 Collective Agreement that the letter shall form part of this Collective Agreement to take effect September 2002.

The parties further agree to adhere to the interpretation as set out in the arbitrator's ruling.