

COLLECTIVE AGREEMENT

between the

**Catholic District School Board of
Eastern Ontario**

and the members of the

**Ontario English Catholic Teachers'
Association**

September 1, 2000 to August 31, 2002

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PREAMBLE

Whereas it is the common goal of the parties to this agreement to provide the best possible exemplary Catholic education service for the children entrusted to our care; and

whereas to achieve that goal it is essential that the Board and the Teachers maintain a harmonious relationship;

the Board and the Teachers desire by this agreement to establish the salaries and terms and conditions of employment which govern the Teachers.

Nothing in this agreement shall jeopardize or prejudicially affect the rights of this Separate School Board as established under the British North America Act.

The parties to this agreement agree that all persons covered by this agreement should reflect the philosophy of Catholic Education.

SCOPE

This collective agreement applies to all teachers (excluding occasional teachers) in the bargaining unit who are members of OECTA and are employed by the Board.

ARTICLE 1: DURATION AND RENEWAL

- 1.01 This agreement shall have effect from September 1, 2000 and continue in force until August 31, 2002 and thereafter in accordance with Section 59 of the Ontario Labour Relations Act.
- 1.02 Either party to this agreement may, prior to the period of 90 days before the expiration of this agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the agreement or the making of a new agreement.
- 1.03 Mutual agreement must precede any revisions to this agreement during its stated term. Upon mutual agreement to negotiate revisions, the parties agree to meet for the purpose of discussion within twenty (20) school days of the giving of written notice. Any such revision mutually agreed to shall become effective upon a mutually agreed date.
- 1.04 The Board and the Teachers recognize that this document is valid only insofar as it conforms with Federal and Provincial laws and regulations.

ARTICLE 2: RECOGNITION

- 2.01 The Board recognizes the Ontario English Catholic Teachers' Association as the sole and exclusive bargaining agent for all Part X.1 Teachers of the Board as defined by the Education Act. The Board recognizes the negotiating committee as designated by the Ontario English Catholic Teachers' Association as the sole negotiating agent for all Teachers covered by this agreement.
- 2.02 a) No teacher shall be disciplined, demoted or discharged without just cause.

- b) Notwithstanding the above, notice of termination of employment due to redundancy shall be in accordance with Article 32 of this collective agreement.

ARTICLE 3: MANAGEMENT'S RIGHTS

- 3.01 Subject to the terms and conditions of this agreement, the Board shall retain the customary rights of management which shall include among others, the right to hire, deploy, direct, promote, demote, discipline or discharge teachers for just cause, the right to determine the means and method of instruction and special programs and the rights to establish policies, rules and regulations for efficient operation, provided that the teachers' rights set forth in this agreement, including the use of grievance procedure and arbitrations shall not be abridged, curtailed or modified by this clause. The Board shall exercise these rights in a fair and equitable manner.
- 3.02 The Board shall not act in a manner inconsistent with the express provisions of this agreement, and federal or provincial laws and regulations.

ARTICLE 4: TEACHERS' RIGHTS

- 4.01 The Board agrees that the teachers reserve unto themselves all rights consistent with this agreement, and federal and provincial laws and regulations.
- 4.02 There shall be no discrimination against any teacher in regard to employment or any term or condition of employment because the teacher is or was a member of the Association or is or was exercising any right under this agreement or any act and/or regulation.
- 4.03 No teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence.
- 4.4 The Board and the teachers agree that every employee has a right to freedom from sexual or other harassment in the workplace. Any teacher covered by the agreement who feels he or she is the victim of harassment shall have the right to seek redress in accordance with the grievance procedure.
- 4.05 The Board and the bargaining unit recognize that every employee has a right to freedom from assault in the workplace.
- 4.06 The Board and the teachers agree to respect the Ontario Occupational Health and Safety Act and to continue to participate in a Joint Health and Safety Committee according to the Ontario Health and Safety Act.

ARTICLE 5: DEFINITIONS

- 5.01 ***Appointments of responsibility*** shall mean appointments to those positions the Board presently has and might create which contain added and/or different responsibilities to those which are inherent to all teachers.
- 5.02 ***Association*** means the Ontario English Catholic Teachers' Association.
- 5.03 ***Bargaining Agent*** means the Ontario English Catholic Teachers' Association.

- 5.04 **Board** means the Catholic District School Board of Eastern Ontario.
- 5.05 **Consultant** is a teacher qualified as defined in the Education Act and its Regulations and appointed by the Board, and whose areas of responsibilities in a special field extend throughout all or part of the jurisdictional area of the Board.
- 5.6 **Continuing Education Course or Class** means a continuing education course or class as defined in the Education Act and Regulations and for which a valid certificate of qualification or a letter of standing as a teacher is required by the Act and Regulations.
- 5.07 **Continuing Education Teacher** means a teacher as defined in the Education Act and Regulations employed to teach a continuing education course or class established in accordance with the regulations under the Act.
- 5.08 **Coordinator** is a teacher qualified as defined in the Education Act and its Regulations and appointed by the Board to supervise and coordinate pedagogical departments and/or programs and assist Teachers throughout the system in maintaining proper standard and in improving methods of instruction.
- 5.09 **Secondary School Head of Organizational Units** is a teacher in charge of an organizational unit as defined by the Ontario Education Act and Regulations, and other duties as directed by the Principal. This is a position of responsibility at the secondary school level.
- 5.10 **Minister** means the Minister of Education.
- 5.11 **Ministry** means the Ministry of Education.
- 5.12 **Predecessor Board** or **old Board** means the former and all the predecessor boards of Lanark, Leeds and Grenville County RCSS Board, the Prescott-Russell County Roman Catholic English-Language Separate School Board and the Stormont, Dundas and Glengarry County RCSS Board.
- 5.13 **Responsibility Allowances** are monies paid in addition to the regular teachers' salary, to those teachers assuming the responsibilities as defined in this collective agreement.
- 5.14 **School Day** means a day that is within a school year and is not a school holiday as defined in the Ontario Education Act and its Regulations. For the purposes of grievance and arbitration, days shall mean school day.
- 5.15 **Special Education Teachers** means a teacher who is legally qualified in special education and who is designated by the school board to provide programs and services in special education.
- 5.16 **Teacher** means a teacher as defined in the Education Act, Part X.1 and its Regulations.
- 5.17 **Teacher in Charge** means a teacher recommended by the school principal and appointed by the Board to assume the responsibilities of a school principal or vice-principal, as the case may be, in his or her absence.

ARTICLE 6: DEFINITION OF CATEGORY (QECO)

- 6.1 The categories shown on the salary grid shall be in accordance with those established by the Qualifications Evaluation Council of Ontario (QECO) Programme 5.
- 6.2 Teachers must, for the purpose of Article 11, provide the Board with an official QECO Programme 5 document indicating the proper placement within one of these categories.
- 6.3 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 proof of receipt from QECO of a teacher's application for a revised statement. This proof must be submitted no later than December 31.
- 6.04 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 of that year, provided that the teacher submits to the Board, proof of receipt from QECO of a teacher's application for a revised statement. This proof must be submitted to the Board no later than May 31.
- 6.05 Upon receipt by the Director of Education or the Director's designate of a copy of the written application to QECO acknowledging that a teacher has applied for a category change, the December 31 and May 31 deadlines will be extended.

ARTICLE 7: EXPERIENCE

- 7.01 The following teaching experience, provided it is acquired when holding a valid teaching certificate recognized by the Ontario College of Teachers, shall be recognized:
- a) full-time or part-time experience gained as a teacher, employed by a school board or school authority in Ontario or elsewhere;
 - b) experience gained on casual daily assignments with the Board;
 - c) full-time or part-time experience gained on long-term occasional assignments as a teacher employed by a school board or school authority in Ontario or elsewhere;
 - d) experience gained in an elementary or secondary institution as recognized by the Ministry of Education.
- 7.2 Teaching experience as outlined above shall be calculated as follows:
- a) Upon initial placement on the salary grid, all recognized experience shall be counted; casual daily experience acquired with the Board prior to September 1, 1999 cannot, however, be used by employees in the employ of the Board as of that date, to increase their recognized experience.
 - b) Part-time experience shall be pro-rated.
 - c) Experience shall be calculated monthly. One (1) month equals 0.1 of a year and nineteen (19) days equals one (1) month.
 - d) For purposes of calculating experience only, 190 school days of teaching shall be considered equivalent to a full year of experience. Any teaching days above 190

school days in any school year will not serve for experience purposes.

e) Experience shall be calculated and applied effective September 1st.

7.03 It is the responsibility of the teacher to submit duly certified proof of teaching experience. Any such certificate received after a twelve (12) month period has elapsed from the date of hire will be recognized as of the date received by the Board.

7.04 A teacher shall be recognized for related trade experience.

a) Trade experience is defined as those years the individual worked in the technical field above and beyond the years required for entrance into a teacher education program and whose acquired knowledge is essential to his or her teaching of a high school technical course.

b) A recognition of 0.2 years grid increment per year of related trade experience shall be granted, to a maximum of one (1) year of grid increment. This allowance will not pierce the salary maximum of the teacher's category. The teacher is responsible to submit proof of this experience within twelve (12) months from the date of hire or the date of signing of this agreement.

c) Upon receipt by the Director of Education, or designate, of appropriate documentation, the deadline in 7.03 and 7.04(b) will be extended.

ARTICLE 8: ASSOCIATION FEES

8.01 Effective from the date of the signing of this agreement, the Board agrees to deduct from the salary of each teacher in the bargaining unit twenty-six (26) equal instalments for a specified amount equivalent to the annual fee established by the Association.

8.02 For the purpose of Article 8.01 above, 'annual fee' shall have the same meaning as under section 47 (2) of the Labour Relations Act.

8.3 The Association shall advise the Board, in writing, of the amount of the fees authorized by the Association's membership, in keeping with the constitution and by-laws of the Association. The Board shall process through the established procedures the total amounts so deducted and shall remit by cheque the amount on or before the 15th day of the month immediately following the month of deduction to the Secretary Treasurer of The Ontario English Catholic Teachers' Association.

8.04 The Board agrees to deduct from the teachers' salary and remit to the local unit any local assessments or fees which have been levied by the local unit which shall notify the Board of such assessments or fees.

8.05 Association fees and levy deductions will be noted on T-4 slips.

8.06 The Ontario English Catholic Teachers' Association shall indemnify and save the Board harmless against any claim or liability arising out of the application of Article 8.

ARTICLE 9: REGISTERED RETIREMENT SAVINGS PLAN

- 9.01 The Board agrees to make payroll deductions for teacher contributions to the Ontario Teachers' Group Investment Fund under the following conditions:
- a) The Board shall have no responsibility for the solicitation or processing of applications.
 - b) Tax receipts will be the responsibility of the carrier.
 - c) The deductions will be a fixed dollar amount for each Teacher (not a percentage of salary).
 - d) The carrier will supply a deduction list to the Board containing the following information for each Teacher:
 - full name
 - address
 - school
 - social insurance number
 - amount of deduction per pay
 - e) Enrolment in the plan shall be in September of each school year with the first deduction from salary to take place the first ten (10) days after the Board receives a complete list of deductions from the carrier.
 - f) A new complete list must be supplied each school year (i.e. no carry forward).
 - g) The deduction for a Teacher shall not change during the year.
 - h) Notwithstanding (g), a Teacher may withdraw from the plan but may not re-enrol during that school year. All refunds will be the responsibility of the carrier and will be made directly to the Teacher.

ARTICLE 10: SALARIES

- 10.1 The Board agrees to pay all teachers according to the salary grid pursuant to Article 11 of the collective agreement.
- 10.2 The daily rate of a Teacher shall be the Teacher's salary, divided by the sum of the total number of school days in the school year.
- 10.3 A teacher shall be paid at the teacher's daily rate for the school days on which the Teacher was assigned teaching duties.
- 10.4 Teachers hired under a Letter of Permission shall receive the minimum salary of Category A0.
- 10.5 The teachers' salary shall be made in twenty-six (26) equal payments throughout the entire year.
- 10.6 Payment of salary shall be made every Thursday when due and shall be deposited in the bank of the teacher's choice in Canada.
- 10.7 Adjustments in salary shall be made within the next three (3) pay periods following the submission of proof of change.

- 10.8 Unless legally permitted to do so, the Board may not withhold part or all of a teacher's salary.
- 10.9 A written statement of payment and deductions shall be forwarded to each teacher on the day of payment.
- 10.10 The Board shall make available to the authorized teacher's representatives within forty-five (45) school days of the signing of this agreement, or other such period as mutually agreed to by the parties, the qualifications, experience, total salary for each teacher employed by the Board.
- 10.11 For each subsequent year this information shall be provided within forty-five (45) school days of the commencement of the school year.
- 10.12 The Board shall make available to the authorized representatives, within thirty (30) days of the commencement of employment the total salary of each teacher newly employed by the Board and not contained in 10.10 and 10.11.
- 10.13 By October 31st of each year, all employees shall be notified, in writing, of their grid placement, accumulated experience, salary and sick leave benefits.
- 10.14 Part-time teachers shall be paid according to the salary scale prorated to reflect the percentage of time taught as a percentage of a full-time teacher as reflected in Article 11.

ARTICLE 11: TEACHERS' SALARY SCHEDULE

September 1, 2000 to December 31, 2000

Experience	A0	A1	A2	A3	A4
0	29,593	31,664	32,310	35,805	37,875
1	31,462	33,704	34,522	38,188	40,430
2	33,330	35,744	36,734	40,572	42,986
3	35,199	37,784	38,946	42,955	45,541
4	37,067	39,824	41,168	45,339	48,096
5	38,936	41,865	43,369	47,723	50,652
6	40,804	43,905	45,581	50,106	53,207
7	42,673	45,945	47,793	52,490	55,762
8	44,541	47,985	50,005	54,873	58,317
9	46,410	50,025	52,217	57,257	60,873

10	48,278	52,066	54,429	59,641	63,428
11	50,147	54,106	56,794	62,024	65,983

ARTICLE 11: TEACHERS' SALARY SCHEDULE

January 1, 2001 to August 31, 2001

Experience	A0	A1	A2	A3	A4
0	29,889	31,980	32,633	36,163	38,254
1	31,776	34,041	34,867	38,570	40,835
2	33,663	36,101	37,101	40,977	43,415
3	35,550	38,162	39,335	43,385	45,996
4	37,438	40,223	41,579	45,792	48,577
5	39,325	42,283	43,803	48,200	51,158
6	41,212	44,344	46,037	50,607	53,739
7	43,099	46,404	48,271	53,015	56,320
8	44,986	48,465	50,505	55,422	58,901
9	46,874	50,526	52,739	57,829	61,481
10	48,761	52,586	54,973	60,237	64,062
11	50,648	54,647	57,362	62,644	66,643

September 1, 2001 to August 31, 2002

Experience	A0	A1	A2	A3	A4
0	30,487	32,620	33,286	36,886	39,019
1	32,412	34,722	35,564	39,341	41,651
2	34,337	36,823	37,843	41,797	44,284
3	36,261	38,925	40,122	44,253	46,916
4	38,186	41,027	42,411	46,708	49,549
5	40,111	43,129	44,679	49,164	52,181
6	42,036	45,231	46,958	51,619	54,814
7	43,961	47,332	49,237	54,075	57,446
8	45,886	49,434	51,515	56,530	60,079
9	47,811	51,536	53,794	58,986	62,711
10	49,736	53,638	56,073	61,442	65,344
11	51,661	55,740	58,510	63,897	67,976

ARTICLE 12: RRSP PLAN/RETIREMENT GRATUITY

RRSP PLAN (new employees)

The Board agrees to provide a one-time incentive of two thousand dollars (\$2000.00) payable on successful completion of the probationary period for teachers commencing employment on or after September 1, 1999.

The two thousand dollars (\$2000.00) will be paid to the teacher for placement in a group RRSP with the registration in the name of the individual teacher.

It is understood that the individual plan is locked in for a period of ten (10) years from the date of original contribution.

Should the teacher leave the employ of the Board prior to the expiry of the ten (10) year period, the full net contents of the individual plan shall be returned to the Board.

RRSP PLAN (employees of the former Stormont, Dundas and Glengarry Board)

Please refer to Appendix "B" for details of the plan.

RETIREMENT GRATUITY (employees of the former Lanark, Leeds and Grenville and former Prescott-Russell Boards)

Please refer to Appendix "C" for details of the plan.

ARTICLE 13: PART-TIME TEACHERS

- 13.01 The option of teaching part-time may be granted at the discretion of the Director of Education or the Director of Education's designate, to a teacher who applies for such.
- 13.02 Upon request from the teacher to return to full-time, the Board will grant the request if it is received by March 1st of the school year preceding the return. The teacher will be treated as a full-time teacher for the purposes of staffing for the following school year, and the Board will re-assign the teacher to a position comparable to the one he or she left, subject to the redundancy procedures and surplus to school procedures.
- 13.03 Part-time teachers shall be paid according to the salary scale prorated to reflect the percentage of time taught as a percentage of a full-time teacher as reflected in Article 11.
- 13.4 In assigning supervision duties to a teacher on part-time assignment, the Board shall schedule these duties during or consecutive to the part of the working day assigned. The Board may schedule non-consecutive supervision duties only with the consent of the teacher.
- 13.5 A teacher on part-time assignment shall be assigned supervision duties pro-rated within the scheduled working day.
- 13.6 A part-time Teacher shall be subject to all the provisions contained in the collective agreement.

ARTICLE 14: ALLOWANCES

- 14.1 **Remuneration for a New Position**

The Board and the Teachers agree that the salary and/or the allowance for a new position that may be created by the Board will be negotiated by both parties before the position is advertised and/or an appointment is made.

14.1 It is understood by both parties to this agreement that no Teacher shall be entitled to receive more than one allowance, in addition to the regular Teacher's salary.

14.2 This in no way prevents a Teacher from being assigned any additional duties or special assignments as prescribed in the Ontario Education Act and Regulations and as limited by this agreement.

14.04 **Coordinator's Allowance**

In addition to the salary provided for Teachers in Article 11, Coordinators shall be paid an annual allowance of :

September 1, 2000	\$6,565	
January 1, 2001		\$6,631
September 1, 2001	\$6,763	

14.05 **Consultant's Allowance**

In addition to the salary provided for Teachers in Article 11, Consultants shall be paid an annual allowance of:

September 1, 2000	\$5,407	
January 1, 2001		\$5,461
September 1, 2001	\$5,570	

14.06 **Secondary School Heads of Organizational Units Allowance (this includes Deans and Program Leaders)**

In addition to the salary provided for Teachers in Article 11, Secondary School Heads of Organizational Units shall be paid an annual allowance of:

September 1, 2000	\$3,030	
January 1, 2001		\$3,060
September 1, 2001	\$3,122	

14.07 **Teacher-in-Charge for Temporary Absences of Vice-Principal or Principal**

- a) All schools shall have teaching Teachers-In-Charge approved by the Board.
- b) Teachers shall not be appointed without their consent.
- c) The Teacher-In-Charge shall be paid \$27.50 per day allowance when acting as Teacher-In-Charge in the absence of the Principal.
- d) When a Vice-Principal or Principal is to be absent for more than five (5) consecutive school days, the Board, through the Director of Education or the Director of Education's designate shall:
 - 1) Appoint the Teacher-In-Charge or a Teacher to assume all of the Principal's duties and responsibilities excluding any kind of evaluation of bargaining unit members.

- 1) Relieve the Teacher-In-Charge or teacher so appointed from regular

teaching duties to the same extent as the Principal of that school is relieved for that period of time or longer.

It is understood that the Supervisory Officer may release the Teacher-In-Charge from regular teaching duties immediately upon the absence of the Principal or Vice-Principal.

- e) Such assignments shall not exceed thirty (30) consecutive school days and in any case shall not exceed sixty (60) school days in total per year per school. Any extension of these periods shall be with the approval of the Bargaining Unit.
- f) A Teacher-In-Charge shall remain a member of the bargaining unit for the duration of the duties assigned and shall retain all rights and privileges accorded under the terms of the collective agreement.

14.08 Acting Administrator for Extended Absences of Vice-Principal or Principals

- a) After thirty (30) consecutive days, the board may decide to assign to the Teacher-in-Charge the duties of a Principal or Vice-Principal for a temporary period of time not to exceed the remainder of the school year in which the appointment was made. Extensions of this time period shall be with the consent of the bargaining unit.
- b) No teacher shall be assigned the duties of a Principal or Vice-Principal without his or her consent.
- c) Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- d) All other provisions of this collective agreement shall apply to the teacher during such period of temporary assignment.
- e) The duties and responsibilities of the Acting Administrator shall exclude any kind of evaluation of bargaining unit members.
- f) A teacher assigned the duties of a Principal or Vice-Principal shall be compensated at the Principal or Vice-Principal rate.
- g) The Board agrees to replace any teacher who accepts a Principal or Vice-Principal position for a temporary period with an occasional teacher.

ARTICLE 15: RETIREMENT

The age limit for Teachers' retirement is set at 65. The Board, may thereafter, employ a teacher on a year to year basis.

ARTICLE 16: TRAVEL ALLOWANCE

Teachers whose responsibilities require travel, other than from home to principal place of work, shall be reimbursed at the rate per kilometre which is determined by and revised from time to time by the Board.

ARTICLE 17: EMPLOYEE BENEFITS

Specifics of coverage are appended in Appendix "A".

17.01 **Eligibility**

- a) Only those Teachers employed on a full-time basis shall be entitled to the full amount of the Board's share of premium costs.
- b) Teachers employed part-time on an annual basis shall be entitled to a prorated portion of the Board's share of premium costs.
- c) The Teachers acknowledge that the Board is not an insurer of these benefits. The Teachers must apply and qualify under the various coverages available and satisfy the carrier thereof of the Teacher's entitlement. A signed exemption form must be filed with the Human Resources Department for any benefits not desired by the Teacher. The terms of the insurance contracts will prevail at all times.
- d) The Board's obligation to pay for any Teacher's premiums or portions thereof, referred to in this Article shall not arise until the Teacher has executed and returned to the Human Resources Department any appropriate application forms for coverage that may be required by the Board or the Insurer. The terms of the insurance contracts will prevail at all times.
- e) The Board reserves the right to select any and all Insurance Carriers for any and all benefits provided the coverage is not diminished.
- f) Upon retirement, Teachers may continue to participate in the Extended Healthcare, Dental Care and Life Insurance plan paying 100% of the premiums for such plans. Upon retirement date, the premiums for the following twelve months are due and annually thereafter.

17.02 **Extended Health and Vision Care**

Effective September 1, 1999, the Board agrees to pay, on behalf of all the Teachers who apply for coverage, a portion of the premiums for the Extended Health and Vision Care Plan as follows:

Single Plan:	80% (Board's share)
Family Plan:	80% (Board's share)

17.03 **Dental Care**

Effective September 1, 1999, the Board agrees to pay, on behalf of all the Teachers who apply for coverage, a portion of the premiums for the Dental Care Plan as follows:

Single Plan:	80% (Board's share)
Family Plan:	80% (Board's share)

17.04 **Basic Employee Life Insurance**

Effective September 1, 2000, the Board agrees to pay on behalf of all the Teachers, eighty percent (80%) of the premiums for the Basic Life Insurance Plan and Basic Dependent Life Insurance Plan.

17.05 **Long-Term Disability (LTD) Plan**

- a) The Board shall administer the Long Term Disability plan as purchased by the

teachers.

- b) As a condition of employment, all newly hired teachers will participate in the Long Term Disability plan. At the time that the three existing plans are amalgamated into one, all teachers in the bargaining unit that were members of the LTD plan will remain and only teachers who have not previously participated in the LTD plan will have a choice of participation.
- c) The teachers agree to pay 100% of the LTD plan premium.

17.06 **Workers' Safety Insurance Board**

Any Teacher in receipt of WSIB benefits will have his or her pay topped up to ensure continuation of regular net pay while in receipt of such benefits.

ARTICLE 18: SICK LEAVE PLAN

- a) The sick leave plan shall be administered by the Board.
- b) Only full-time Teachers shall be entitled to full benefits under this plan.
- c) Part-time Teachers shall receive partial benefits from this plan on a prorated basis according to the proportion of time employed by the Board. This proportion shall be used for all calculations.

18.01 **Credits**

- a) The Board shall, on September 1 of each year, credit eligible Teachers with twenty (20) days sick leave.
- b) Where a Teacher commenced employment after September 1, in any year, the sick leave of twenty (20) days shall be calculated on the basis of twenty (20) days leave to one year of full-time employment as a teacher.
- c) Where a Teacher's twenty (20) days of sick leave have been exhausted during the course of a year, an eligible employee shall receive his or her full salary for absence resulting from sickness, physical infirmity or mental conditions to the full extent that credits have been accumulated to his or her credit.
- d) Eligible employees may accumulate 100% of the unused sick leave days up to a maximum of 230 days.

18.02 **Proof of Illness**

At the request of the Board, all absences reported due to illness or dental conditions shall be certified by a physician or by a licenced dental surgeon after a period of three (3) consecutive working days.

ARTICLE 19: PREPARATION DURING ABSENCES

Teachers shall be responsible for the preparation of classes for the first day if the absence is due to illness or other reasonable cause.

ARTICLE 20: LEAVE OF ABSENCE

20.01 **Compassionate / Bereavement Leave**

- a) Compassionate leave of five (5) days at the death of spouse, mother, father, persons in loco parentis, children, brother, sister or grandchildren, or in the case of miscarriage, shall be granted without deduction from sick leave credits.
- b) Compassionate leave of three (3) days at the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparents shall be granted without deduction from sick leave credits.
- c) Additional time may be granted upon request at the discretion of the Director of Education or the Director of Education's designate.

20.02 **Personal Leave**

- a) Teachers may be granted up to two (2) days per school year for urgent personal reasons provided the Teacher notifies his or her immediate supervisor as soon as possible before the leave is to be taken.
- b) This leave will be deducted from sick leave.
- c) These days may not be taken immediately preceding or following a statutory holiday or a vacation unless a legitimate reason is given and accepted by the Director of Education or the Director of Education's designate.
- d) Teachers, upon giving twenty-four (24) hours notification to the Principal, except in emergency cases, shall be allowed time to keep dental appointments and to follow therapeutic treatments, provided appointments cannot be obtained outside working hours. Such absences of one-half days or more will be deducted from sick leave.
- e) Subject to the approval of the Director of Education or the Director of Education's designate, Teachers may be absent for professional or personal reasons notwithstanding the provisions of Article 20.02 (a) with deduction from sick leave.
- f) A Teacher may be granted a special leave of absence for reasons other than illness without deduction of salary or sick leave credits at the discretion of the Director of Education or the Director of Education's designate.

20.03 **Pregnancy, Parental Leave Of Absence**

- a) The Board shall grant to each eligible teacher, a pregnancy and/or parental leave in accordance with the Employment Standards Act provided the teacher is eligible for the said leave under the Employment Standards Act.
- b) The Board shall append to this collective agreement a copy of the relevant sections of the Employment Standards Act setting out the above leaves. (Appendix "D")

20.04 **Extended Parental Leave Of Absence**

- a) Extended parental leaves of up to eighteen (18) months beyond the statutory leave

may be granted by the Board.

- b) A Teacher on an extended parental leave shall retain all benefits acquired to the commencement of the leave, but shall not be entitled to payment of salary or sick leave benefits during the leave. Upon written request by the teacher, the Board agrees to continue the teacher's coverage in group employee benefit plans and the teacher agrees to pay the full cost of the premiums.

- c) The extension is conditional on the teacher agreeing upon a return to work on the first day of the first, second or third school term or first or second semester of the applicable school calendar; or if requested by the teacher, on such other date to be determined at the discretion of the Superintendent of Education or designate. The returning teacher shall be given a comparable position in the same school subject to redundancy procedures and surplus to school procedures.

20.05 **Paternity Leave**

Upon request, a teacher shall be granted two (2) days paternity leave within ten (10) days of the birth of a child.

20.06 **Adoption Leave**

A teacher shall be granted a leave of up to five (5) working days upon the adoption of a child. These days must be taken during the procedural adoption criteria as set down by the governing body. The teacher shall be entitled to one (1) working day upon the homecoming of the child. A teacher shall be allowed an adoption leave equivalent to the extended parental leave provided in this collective agreement.

20.07 **Supplemental Employment Insurance Benefit (SEIB Plan)**

- a) Employees must apply for and be in receipt of Employment Insurance before the SEIB plan becomes payable.
- b) The Board shall provide seventy-five percent (75%) of a teacher's salary during the two-week Employment Insurance waiting period.
- c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- d) Upon the confirmation of the Employment Insurance Commission of the appropriateness of the Board's Supplemental Employment Benefit (SEIB Plan), a teacher who is on pregnancy leave as provided under this Agreement, who is in receipt of the Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit in the amount of \$100.00 per week for the first 15 weeks of the pregnancy leave.

20.08 **Leave of Absence - Jury Duty, Witness**

- a) Leave with pay shall be granted when a teacher is required to appear in court by reason of a summons to serve as a juror, or a subpoena as a witness in any

proceeding to which he or she is not a party or one of the persons charged.

- b) The teacher shall submit to the Board a certificate signed by a court representative testifying to his or her presence at court.
- c) The teacher shall deposit with the Director of Education or the Director of Education's designate the full amount of compensation received exclusive of reimbursement of expenses incurred by the teacher.
- d) If the teacher does not deposit the full amount of compensation stipulated in c) above, salary deduction will ensue.
- e) These days shall not be deducted from sick leave credits.

20.09 **Quarantine**

Every teacher is entitled to salary despite absence from duty in any case where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from performing his or her duties. The days shall not be deducted from sick leave credits.

20.10 **Leave Of Absence Without Pay**

- a) A leave of absence without pay shall mean a leave requested by the teacher and approved by the Board.
- b) A teacher upon returning from leave of absence shall retain all sick leave credits that have been accumulated up to the time of the leave.
- c) If, while on a leave of absence without pay, a teacher taught or acted in a pedagogical capacity recognized by the Teachers' Pension Plan, the year(s) of experience shall be recognized in full for the purpose of determining salary.
- d) While on leave of absence without pay, a teacher shall be entitled to continue to participate in the Board benefits plan upon written request and at their own cost.
- e) Seniority continues to accrue during the leave.
- f) It shall be the teacher's responsibility to notify the Board by registered mail, by April 1st of the following school year, of the teacher's intention concerning the employment with this Board.

20.11 **Deferred Salary Leave Plan**

- a) The deferred salary leave plan has been developed to afford teachers the opportunity of taking a leave of absence without pay and through deferral of salary, finance the leave. In accordance with Revenue Canada Taxation Regulation, the leave shall not be less than 6 consecutive months and the deferral period must not exceed 6 years from the date deferrals are commenced.
- b) Neither The Catholic District School Board of Eastern Ontario nor The Ontario English Catholic English Catholic Teachers' Association assumes responsibility for any consequences arising out of this plan related to effects on a teacher's pension

provision, income tax arrangements, Employment Insurance, the Canada Pension Plan or any liabilities incurred by a teacher as a result of participation in this plan.

- c) The teacher shall not be covered by the Workers Safety and Insurance Board (WSIB) during the leave period.
- d) A permanent teacher with the Board is eligible to participate in the plan.
- e) A teacher must make a written application to the Administrator of Human Resources by January 31st requesting to participate in the plan.
- f) Written response from the Board will be forwarded to the teacher by March 1st.
- g) Participation in the plan will not be unreasonably withheld.
- h) An agreement to the terms and conditions of the plan shall be signed by the Board and the teacher prior to the beginning of participation in the plan.
- i) An appropriate amount of the teacher's salary will be held back in each year of the Plan (ex: 2 over 3 years = 33%, 3 over 4 years = 25%, 4 over 5 years = 20%). The percentage deferred in any taxation year shall not exceed 33%. This money will be deposited in a Board-held deferred salary leave account and statements will be issued quarterly to the teacher. Any interest earned must be paid out to the teacher during the year in which it is earned. Interest will be calculated and will be paid to the teacher at the same rate that the Board receives on its surplus funds.
- j) During the leave, the teacher shall be paid the monies accumulated as of the commencement of the leave in accordance with the payment of salaries to other teachers.
- k) During the leave, the Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension Plan, the Teachers' Pension Plan and the teacher's share of any benefits according to the collective agreement.
- l) The teacher may not receive remuneration from the Board during the leave other than the deferred salary.
- m) A teacher must return to the employer or an employer that participates in similar arrangements after the period of leave for a period that is not less than the period of absence. If a teacher decides not to return to the Board following a leave, the Board shall be notified as soon as possible and not later than May 1st of that year.
- n) Upon returning from leave, the teacher shall retain sick leave credits that have been accumulated up to the time of the leave.
- o) The period during which the teacher is on leave does not constitute a break in service.
- p) A teacher may not withdraw from the plan in circumstances other than financial or other hardship such as loss of employment due to redundancy. When such a circumstance has been demonstrated to the Board, the accumulated funds shall be released to the teacher within fourteen (14) days.
- q) In the case of a death of a teacher who is a participant in the plan, the accumulated

funds shall be paid to the teachers' estate, providing the appropriate required consents or releases have been obtained.

- r) A teacher may only make one request to postpone the original scheduled commencement of the leave. Such request may be granted at the discretion of the Director of Education or the Director's designate.

Notwithstanding any of the above, nothing in this Deferred Salary Leave Plan shall be in contravention with the Income Tax Regulations.

20.12 **Return from Leave**

Teachers returning from any type of leave shall be given a comparable position in the same school subject to redundancy procedures and surplus to school procedures.

20.13 **Professional Activities Leave**

- a) Teachers, upon request and approval of the Board, shall be permitted to attend conferences and workshops.
- b) Teachers, upon request and approval of the Board, shall be permitted to be absent for academic examination purposes and for their own graduation exercises.
- c) Absences for the above reasons shall not affect the Teacher's salary nor shall they be deducted from sick leave credits.

20.14 **Association Activities**

- a) Release time as requested by the OECTA Executive shall be granted in accordance with the clauses below, without prejudice, loss of position, salary and benefits or seniority.
- b) Up to two (2) unit officers of OECTA shall be relieved of teaching duties provided that the cost of salary and benefits paid to and on behalf of the employee be paid by the OECTA.
- c) The OECTA executive shall inform the Board by May 15 of the unit officers to be released in the subsequent school year.
- d) Upon completion of unit officers' release time, they shall return to their previous position, or a position to which the parties agree, subject to redundancy procedures and surplus to school procedures.
- e) Upon written request, the Board shall grant a maximum of five (5) days to the OECTA Treasurer for Association business. It is understood that the OECTA will reimburse to the Board the costs for such leaves.
- f) Upon request and approval of the Board, teachers shall be permitted to carry out union duties at a level beyond that of the local Board. It is understood that the Board will be reimbursed for the cost for such leaves by the appropriate agency.

ARTICLE 21: LABOUR-MANAGEMENT COOPERATION COMMITTEE

21.01 **Establishment of a Committee:**

A Labour-Management Cooperation Committee shall be established consisting of three (3) representatives of the Teachers and three (3) representatives of the Board. The Committee shall enjoy the full support of both parties.

21.02 **Meetings of the Committee:**

- a) The committee shall meet monthly for a year following the signature of this collective agreement and within (fifteen) 15 working days of a request of either party at a time mutually agreed upon by both parties.
- b) After this initial period of one year, the committee shall meet whenever necessary at the request of either party, within fifteen (15) working days from the date of notification, at a time mutually agreed upon by both parties. The subject(s) to be discussed will be stated clearly at the time of the request of the meeting.

21.03 **Chairperson of the Committee:**

The chair of this committee shall alternate between OECTA and the Board.

21.04 **Functions of the Committee:**

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Board and the Teachers.
- b) Improving and extending services to the Board and to the public.
- c) Reviewing suggestions from the Teachers and the Board, questions of working conditions and service (but not grievances).
- d) Correcting conditions causing grievances and misunderstandings.

21.05 **Committee Recommendations:**

- a) The committee may make recommendations to the Board and the Teachers. The committee may refer the appropriate subjects to the negotiating committees representing the parties. Proposed recommendations must receive double majority support before being referred to either the Teachers or the Board.
- b) Recommendations shall be brought to the next Board meeting and to the next OECTA meeting. A summary of the discussions of the committee meetings shall be included in the Board meeting agendas and the OECTA minutes.
- c) A response shall be received within two (2) months of Labour-Management Cooperation Committee meeting.

ARTICLE 22: BOARD/ASSOCIATION RELATIONS

- 22.1 Where the Board establishes a committee requiring OECTA representation, the OECTA executive shall appoint the member(s).
- 22.2 The Association shall forward a list of the unit officers to the Board by September 30th of each year.
- 22.3 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education, or designate, and to and from the President of the Association or designate.

ARTICLE 23: SCHOOL ASSOCIATION REPRESENTATIVES

The Association will appoint or elect one (1) or more Association representative(s) at each school or worksite, and shall forward a list of these representatives to the Board by September 30 of each year.

ARTICLE 24: GRIEVANCE PROCEDURE

- 24.1 For the purposes of the procedures described below, a “grievance” means a formal complaint relating to the interpretation, application, administration and/or alleged violation of the present collective agreement.
- 24.2 A grievance may be initiated by a member of the bargaining unit, or by a group of members, or the bargaining agent.
- 24.3 The Board recognizes the Teacher’s right to be represented by a member of the Teachers’ association, (local or provincial), at each step of the procedures described herein.
- 24.4 Each grievance shall be submitted in writing and be duly signed by the appropriate bargaining unit officers.
- 24.5 The Board and the Teachers agree that no Teacher or Board representative shall be subject to reprisal by virtue of having submitted a grievance.
- 24.6 A Joint Interpretation Committee shall be formed, consisting of three (3) representatives appointed by OECTA and three (3) representatives appointed by the Board.
- 24.7 A quorum of the Joint Interpretation Committee shall consist of six (6) representatives.
- 24.8 Parties to the grievance procedure may not alter, modify or amend any of the provisions of this collective agreement.
- 24.9 The time limits established herein may be extended by the written mutual consent of the parties to this agreement.
- 24.10 In the procedures below, the word day means a school day. It is agreed that during the summer holidays the word day means Board business day.
- 24.11 All grievances requiring interpretation as to the application, administration or alleged violation of this agreement shall be settled according to the following procedure:

Step 1: The grievant shall submit the grievance in writing to the Director of Education, through the Administrator of Human Resources, within twenty (20) days of the event leading to the grievance. The Director of Education, through the Administrator of Human Resources, shall render a decision in writing to the grievant within ten (10) days.

Step 2: If the grievant is not satisfied with the Director of Education's decision, the grievant may, within twelve (12) days of receipt of such decision, submit the grievance in writing to the Joint Interpretation Committee. The Joint Interpretation Committee shall render its decision within twelve (12) days of the receipt of the grievance, at Step 2 and communicate its decision to the grieving.

24.12 Board Grievance

The Board may submit a grievance in writing, beginning at Step 2. The grievance shall be processed using the same procedure as outlined in this Article except that:

- a) the grievance shall be signed by the Director of Education or the Director's designate.
- b) the grievance shall be submitted to the local bargaining unit president(s) of the OECTA.
- c) the local bargaining unit president(s) of the OECTA shall give his/her reply in writing to the Director of Education in accordance with the Step 2 timelines.
- d) The Director of Education or the Director's designate shall notify the local bargaining unit president of the OECTA of the Board's desire to submit the grievance to arbitration in accordance with Article 25.

ARTICLE 25: ARBITRATION

25.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, either of the parties may, within fourteen (14) days after the grievance procedure established by this agreement has been exhausted, 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 a single arbitrator, or the first party's appointee to an arbitration board.

25.02 A Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the bargaining unit and a third person to act as Chairperson chosen by the other two members of the Board of Arbitration.

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

25.04 If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chair within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

25.05 The decision of the Board of Arbitration or majority thereof, constituted in the above

manner shall be binding on both parties.

- 25.06 The Board of Arbitration shall not have any power to add, modify or amend any of the provisions nor give any decisions inconsistent with the terms and provisions of this agreement.
- 25.07 Each of the parties to this agreement shall bear the expenses of the Nominee appointed by it; and the parties shall jointly bear the expenses, if any, of the Chairperson, or the single Arbitrator, as the case may be.
- 25.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or to settle the grievance.
- 25.09 Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Ontario Labor Relations Act 1998, or any successor Act.
- 25.10 As outlined in Section 50 of the Ontario Labor Relations Act, 1998, or any successor Act, the parties to the collective agreement may, at any time, agree to refer one or more grievances to a single mediator-arbitrator for the purpose of resolving the grievances in an expeditious and informal manner.

ARTICLE 26: PERSONAL AND PERSONNEL FILES

- 26.01 Upon written request to the appropriate administrative officer, a teacher shall have access during normal business hours to the teacher's personal and personnel files that are kept in the central Board office and/or at the school or worksite. The teacher may photocopy any material contained in these files.
- 26.2 An appropriate Board official shall be present when a teacher reviews the files.
- 26.3 An OECTA representative may accompany the teacher.
- 26.4 No information may be placed in or removed from a teacher's personal or personnel file without the knowledge of the teacher involved.
- 26.5 The teacher has the right to append comments to any document placed in the teacher's files.
- 26.6 The signature of a teacher on any document concerning his or her performance or conduct only acknowledges receipt of the document, unless otherwise noted by the teacher.
- 26.7 Any files at the school or worksite will be sent to the central office if either the teacher or the principal leaves the school.

ARTICLE 27: EVALUATION AND REPORTS

- 27.1 Observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher for evaluation purposes and in accordance with the Board policy.

- 27.2 Teachers shall only be evaluated by their Principal, Vice-Principal and/or a Supervisory Officer of the Board, or by any individual appointed by the Board who holds the appropriate qualifications and who is not currently a teacher employed by the Board.
- 27.3 Teachers will be given a copy of any report prepared by the Principal, Vice-Principal or Supervisory Officer and will, at their option, be entitled to a conference to discuss said report.
- 27.4 A teacher who desires a conference will request a meeting in writing.
- 27.5 An OECTA representative may accompany the teacher.
- 27.6 A written report will be handed to the teacher within five (5) school days of the post-conference and in any case no later than May 31st.
- 27.7 No report will be submitted to the central office, or placed in a teacher's file, or otherwise acted upon without a prior conference with the teacher. No information may be placed in or removed from a teacher's personal file without the knowledge of the teacher involved. The teacher has the right to append comments to an evaluation report placed in the teacher's file.
- 27.8 No teacher will be required to sign a blank or incomplete evaluation form.

ARTICLE 28: COLLEGE OF TEACHERS' COMPLAINTS

If a teacher is the subject of an investigation or determination by the College of Teachers, any action against the teacher by the Board shall be taken in accordance with the terms of the collective agreement.

ARTICLE 29: SENIORITY

- 29.1 Seniority shall mean the length of continuous service in the bargaining unit with this Board, or predecessor Boards, from the most recent date of hire.
- 29.2 For the purpose of this article, "continuous service" shall include being on the recall list and any and all leaves taken with the approval of the Board.
- 29.3 Each teacher in the bargaining unit employed by the Board shall be placed on the seniority list for the Board Day School programs or the Continuing Education programs.
- 29.4 **Procedure for the Day School Programs Seniority List** (excluding Continuing Education Programs)
- a) The seniority list shall be established by the Board in consultation with the unit president(s).
 - b) The Board shall publish a seniority list each year as of October 16, to be posted in each school. Teachers shall advise the Board of any errors in the list. A revised copy shall be provided to the OECTA executive by November 16.
 - c) An updated list, including those hired after the original list was posted, shall be

forwarded to the OECTA executive before March 1 of each school year.

- d) Part-time teachers employed by this Board will be considered as full-time teachers for seniority purposes.
- e) Seniority is computed in terms of days, months and years.
- f) Where seniority is equivalent, the determining criteria, in order, shall be the following:
 - i) total teaching experience with this Board or its predecessor Boards during the period of continuous service and where such is equal;
 - ii) other teaching experience with this Board or its predecessor Boards and where such is equal;
 - iii) total teaching experience recognized for salary purposes and where such is equal;
 - iv) highest category placement in accordance with QECO Statements of Evaluation and where such is equal;
 - v) as drawn by lot in the presence of the OECTA unit president.

29.05 **Procedure for the Continuing Education Programs Seniority List:**

- a) "Continuing Education Teacher" as referred to in this article shall mean a teacher as defined in the Education Act employed to teach a continuing education course or class established in accordance with the regulations under the Act.
- b) "Continuing Education course or class" shall mean a continuing education course or class as defined in the regulations and for which a valid certificate of qualification or a Letter of Standing as a teacher is required by the regulations.
- c) All teachers of continuing education shall accrue seniority from their date of hire as a continuing education teacher. The Board shall maintain a separate seniority list of continuing education teachers, and provide the bargaining unit with the current list at the end of every module or session.
- d) All modules will be offered to teachers on the continuing education seniority list in order of qualifications and seniority with the Board as a continuing education teacher.
- e) All continuing education teachers are deemed to have continuous employment with the Board, provided they continuously accept assignments for which they are qualified.
- f) Continuing education teachers who attain a position in the day school program will start on the day school list at year 0, and shall have their seniority on the continuing education list recognized pursuant to 29.04 f) ii).

ARTICLE 30: PROBATIONARY TEACHERS

- 30.01 A newly hired teacher with less than two (2) years of prior teaching experience shall be on probation until that teacher has completed two (2) years of employment as a teacher with the Board.
- 30.02 A newly hired teacher who has a minimum of two (2) years of prior teaching experience shall be on probation for one (1) year.

ARTICLE 31: TRANSFERS AND VACANCIES

31.01 **Preamble**

Teachers may request a transfer for the following school year according to the process outlined in this Article. Transfers will be considered on the basis of factors which will include but are not limited to school needs, qualifications, programming, experience and seniority. Nothing in this article prevents the transfer of a teacher at any time by mutual consent of the Board and the Teacher.

Teachers under performance review are excluded from requesting a transfer.

31.02 **Vacancies**

- a) All vacancies occurring in the Board shall be posted in all schools, Board offices and on the Board's website for a period of five (5) days. During the month of August, no

posting period shall apply. A copy of each notice shall be sent to the Association.

- b) Vacancies are defined as those teaching positions within the bargaining unit which may become available due to attrition, growth, transfer or newly created positions. The newly created positions include, but are not limited to, new or expanding programs.
- c) When vacancies occur during the summer, all qualified teachers who requested but were not granted transfers will be given first consideration before hiring new staff. Every reasonable attempt will be made to contact these teachers.

31.03 **Teacher Requested Transfers**

- a) Teachers desiring a transfer will submit a written request to the Director of Education by April 1st.
- b) Those transfers granted by the Board will be confirmed by May 15th. It is understood that no transfer of a teacher will result in another teacher being declared surplus to school or redundant. An OECTA representative may be present at the session where the Board decides on the transfer requests.
- c) Known vacancies will be posted by May 31st in order that any teacher who has not previously applied for a transfer may submit such a request.
- d) For vacancies occurring after June 1st, consideration will be given to teachers who have requested but who have not been granted a transfer, before the hiring of new staff.

31.4 **Board Initiated Transfers**

- a) The Board shall advise a teacher of its intent to transfer the teacher by April 30th if the transfer involves a change of municipality. In all other cases the Board shall advise the teacher of its intent to transfer the teacher by the second Friday of May.
- b) The Board may not transfer the teacher more than sixty (60) kilometers from the school in which he or she is currently teaching unless by mutual agreement between the teacher and the Board.
- c) The transfer as proposed shall be discussed with the teacher concerned prior to the proposed transfer and an official notice shall be given in writing by the appropriate superintendent.
- d) Teachers who have been transferred by the Board will remain in that school for four (4) years before another transfer. In exceptional circumstances an earlier transfer may be warranted. In that case the superintendent will meet with the teacher concerned. A teacher may be accompanied by an OECTA representative.

31.05 **Transfers due to surplus in a school**

- a) Teachers declared surplus to a school shall be notified in writing on or before May 15th.

- b) If there are surplus teachers to a school, the first principle shall be a voluntary transfer of teachers.
- c) Where no teacher volunteers, the determination shall be based on school needs, qualifications, programming, experience and Board seniority.
- d) Should a teacher be declared surplus to a particular school, that teacher shall be given the first opportunity to return to that school to fill a vacancy which becomes available prior to the commencement of school, and then for the following school year. If an opening is not available at that school, then the teacher shall be given an opportunity to fill a vacancy in a school within sixty (60) kilometers of that school.

ARTICLE 32: TERMINATION AND REDUNDANCY

The termination of employment of a teacher by the Board due to redundancy shall occur in accordance with the following:

- 32.1 The notice shall state that the reason for termination of employment is solely due to redundancy.
- 32.2 Such notice shall be sent via registered mail to the teacher's last known address on file at the Board office or via hand delivery by the Supervisory Officer to the teacher, with a copy to the Association.
- 32.3 Redundant teachers shall be those in excess of projected staffing requirements as determined by the Board in accordance with the Education Act and its Regulations and this collective agreement.
- 32.4 Prior to teachers being declared redundant, the Board shall reduce its staff complement through normal attrition of teachers from the bargaining unit.
- 32.5 Teachers shall be declared redundant in reverse order of seniority.
- 32.6 Teachers to be declared redundant shall be notified in writing by May 15th to have effect August 31st. The letter shall state that the sole reason for termination is due to a decrease in enrolment and the teacher's placement on the seniority list.

ARTICLE 33: RECALL

- 33.1 Teachers declared redundant in accordance with Article 32 shall be placed on a recall list in order of their placement on the seniority list.
- 33.2 For the purpose of recall procedure, "qualified" shall be defined as those qualifications required by the Education Act and its regulations.
- 33.3 When making new appointments to the staff, the Board shall first offer these positions to those who were released because of redundancy. Such offer shall be made to the redundant teacher in the bargaining unit who has the greatest seniority and who is qualified or commits to becoming qualified before the commencement date of the new assignment and with Ministry approval.
- 33.4 If a teacher who is already so qualified refuses the position offered, it shall be offered to

the teacher with the next greatest seniority who is either qualified or who commits to becoming qualified.

- 33.5 A teacher who refuses a position offered shall not forfeit his/her right to recall or his/her position on the recall list.
- 33.6 Teaching positions which become available shall be offered to teachers on the recall list by verbal contact on the condition that they provide the Board with an address and telephone number where they can be reached if other than their regular address and telephone number. A teacher provided with a verbal offer will have forty-eight (48) hours to respond to the offer.
- 33.7 If a teacher cannot be contacted verbally, a registered letter shall be forwarded to the teacher's last address known to the Board. The teacher will be expected to advise the Board of confirmation of the position within five (5) school days of having been notified by registered letter.
- 33.8 A teacher's name shall be withdrawn from the recall list should they accept another permanent teaching position with another employer.
- 33.9 When teachers with the right of recall are given a part-time teaching position, they maintain their right of recall to the first full-time position as soon as such a position is created or declared vacant by the Board. The teacher must be qualified or can become qualified.
- 33.10 Teachers shall be on the recall list for a period of two (2) years from the date of termination of employment. Redundant teachers, rehired within two (2) years of termination, will maintain their seniority and contract status as if there had been no redundancy.
- 33.11 Teachers on the recall list shall, on request, be allowed to join the occasional teachers' list.

ARTICLE 34: WORKING CONDITIONS

34.01 Elementary Working Conditions

- a) Full-time teachers in elementary schools shall be granted 160 minutes within the pupil instructional day per week, for the purpose of preparation, planning and evaluation, and opportunities for consultation where appropriate, exclusive of recess and the teacher's forty minutes of consecutive, uninterrupted lunch time.
- b) The principal, in consultation with the superintendent where necessary, shall distribute equitably, preparation and planning time entitlement with a minimum assignment of not less than twenty (20) minutes and, where possible, forty (40) minutes.
- c) Staff Development

Effective September 1, 2000, each full-time elementary teacher shall be granted, for use as teacher-directed personal professional development days:

- 33) i) The equivalent of two instructional days per year with occasional teacher coverage. Scheduling and administration of the days are to be established by the teacher in consultation with the

principal, and in accordance with the guidelines set by the Board.

- ii) Seventy-five percent (75%) of the first or third Professional Activity day, on an alternating yearly basis.
 - iii) Seventy-five percent (75%) of the last Professional Activity day of the school calendar year.
 - iv) Fifty percent (50%) of the Board designated Professional Activity day in the autumn
 - v) Commencing in the 2001 / 2002 school year, the Board will provide the equivalent of one (1) Personal Professional Development day through the scheduling of two (2) early dismissal days.
- d) Part-time teachers shall be eligible for all of the above on a pro-rated basis.

PERSONAL PROFESSIONAL DEVELOPMENT DAY GUIDELINES

- a) Personal Professional Development days will be scheduled on instructional days as per the school year calendar and not on regular professional development days. They will take place in the work setting of the Board, unless otherwise approved by the principal. Scheduling will be by agreement between the teacher and the principal.
- b) During the personal professional development days or periods, teachers will be involved in classroom-related activities such as evaluation, program development or accessing resources.
- c) Each teacher shall identify the personal professional development usage to the principal in a timely fashion.
- d) Availability of supply teachers shall be of primary importance and shall constitute sufficient reason for rescheduling. Normally a two (2) day notice will be required except in the case of an increased number of teacher absences resulting from illness.

34.02 Secondary Working Conditions

- a) The Board shall ensure that the average size of its secondary school classes, in the aggregate, does not exceed 21 pupils or such alternate number as may be permitted by legislation. The Board shall determine the average size of its classes, in the aggregate, as of October 31 of each year, and in accordance with Section 170.1 of the Education Act which may be amended from time to time.
- b) The Board shall ensure that all full-time teachers are assigned to provide instruction to pupils in 6.67 eligible courses, or the equivalent, in a day school program during the school year. Part-time teachers shall be pro-rated. A maximum of 0.17 equivalent instructional time will be assigned for TAP and/or remediation.
- c) The Board shall endeavour to schedule part-time teachers' assignments consecutively.
- d) Full-time classroom teachers assigned less than 3.5 credit-bearing classes, or the

equivalent, in a semester may be assigned a maximum of twenty (20) on-calls during the semester, with no more than five (5) on-calls in any one month. An on-call shall be defined as one-half credit-bearing semestered instructional period.

- e) The Board shall assign on-calls and supervision duties on an equitable basis among all teachers. The Board shall not assign supervision duties to a teacher during the portion of the semester in which the teacher is assigned four out of four credits.

ARTICLE 35: POSITIONS OF RESPONSIBILITY

It is the intention of the Board to establish positions of responsibility for the Secondary Schools. The establishment of said positions remains the prerogative of the board.

ARTICLE 36: CONTINUING EDUCATION TEACHERS

- 36.01 Continuing Education Teachers shall be paid an hourly rate of \$28.00. It is understood that the above hourly rate includes vacation pay.
- 36.02 Adult Day School Continuing Education Teachers shall accrue experience as follows: 1/6 of a year of experience for every 110 hours of credit instruction not to exceed one year of experience for the calendar period September 1 to August 31 regardless of source.
- 36.03 Continuing Education Teachers shall accrue seniority pursuant to Article 29.
- 36.04 Qualified Continuing Education Teachers shall, upon application, be given consideration for vacancies in schools prior to external hiring.
- 36.05 Save and except the Grievance Procedure outlined in Article 24, the provisions of this agreement applicable to Continuing Education Teachers are those stipulated solely in this Article.

ARTICLE 37: TRANSPORTATION REGARDING SCHOOL-SPONSORED ACTIVITIES

Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily with the advance permission of the Principal or Superintendent concerned.

ARTICLE 38: CLOSING OF SCHOOLS ON SCHOOL DAYS

- 38.01 When the school(s) is/are closed due to weather conditions, equipment failure or the interruption of essential services, Teachers shall not be required to go to the school.
- 38.02 If at the school, they are not required to remain once all of the pupils are safely en route home. Assurance of this shall be the responsibility of the school Principal.
- 38.03 In the event that bus transportation is cancelled due to inclement weather but schools remain open, teachers will make a reasonable effort to report to the school.

ARTICLE 39: LUNCH

The Board will provide each Teacher with forty (40) minutes uninterrupted for lunch.

ARTICLE 40: EMPLOYMENT INSURANCE REBATE

The parties agree that the Employment Insurance Rebate will be retained by the Board.

ARTICLE 41: RELEVANT DATA

41.01 This information will be provided in accordance with the Freedom of Information Act.

41.02 Following the full implementation of the Board's new information system, this information will be provided within two (2) weeks of the request. The Board shall, upon request, provide the authorized Teachers' representatives the following current documents and/or data which will assist them in developing accurate, informed and constructive proposals on behalf of the Teachers and for the purpose of processing grievances under this agreement:

- a) Placement of Teachers on the salary scale including any allowances.
- b) Participating Teachers in the Extended Health, Dental, LTD and Life Insurance plans.
- c) Sick Leave Credits.
- d) Number of pupils per classroom per school.
- e) Placement of Teachers per school.
- f) Teachers' date of birth and teaching experience.
- g) Lists of Teachers' seniority.

ARTICLE 42: NO STRIKE, NO LOCKOUT

42.01 Where a collective agreement is in operation, no employee bound by the agreement shall strike and the employer bound by the agreement shall not lock out such an employee.

42.02 For the purpose of clause 38.01 "strike" and "lockout" have the same meaning as under the Labour Relations Act, as interpreted by the Ontario Labour Relations Board.

ARTICLE 43: DISTRIBUTION OF AGREEMENT

43.01 The Board shall endeavour to give a copy of this agreement to the teachers' representatives within twenty-five (25) school days of the conclusion of negotiations, or other such time as agreed to by the parties.

43.02 The Board shall provide for each teacher a copy of this agreement.

ARTICLE 44: PROFESSIONAL DEVELOPMENT

On days designated as "Professional Development Days" the number of hours teachers are required to be present shall not exceed the number of hours in a regular school day. This shall be prorated for part-time teachers in accordance with the number of hours in the regular school day. Notwithstanding, part-time teachers are encouraged to attend the full Professional Development Day and will be remunerated on a pro-rata basis.

ARTICLE 45: LENGTH OF SCHOOL YEAR

The Board's school year shall be as defined in the Education Act and its Regulations.

LETTER OF UNDERSTANDING

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

The Board and the teachers agree to participate in a committee to draft a policy regarding employee assault. The teachers shall have three (3) representatives appointed by OECTA. The committee shall begin meetings within thirty (30) school days of the signing of this collective agreement and produce a draft policy within ninety (90) school days.

LETTERS OF INTENT
between the
CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO
and the members of the
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

LETTER OF INTENT (1)

The parties understand that any teacher currently holding a QECO evaluation certificate at category A4 will not be required to submit, to the Board, proof of re-evaluation by QECO under Programme 5.

LETTER OF INTENT (2)

The Board will be reviewing the teacher evaluation policy in the 2000-2001 school year and will consult OECTA as part of the process.

LETTER OF INTENT (3)

The parties agree to strike one elementary and one secondary committee to be comprised of an equal number of members to be named by OECTA and the Board.

I. The secondary committee will study:

- i) the delivery of the Teacher Advisory Program (TAP);
- ii) the structure, function and viability of Homeroom;
- iii) the method of delivery and amount of required supervision duty at the secondary level;
- iv) the role and function of program leaders and deans.

II. The elementary committee will study:

- i) the method of delivery and amount of required supervision duty at the elementary level;
- ii) the scheduling of preparation time.

The parties agree to submit a report to the Director of Education by April 1, 2001, with copies to the negotiating teams for joint review and possible implementation for September 1, 2001.

LETTER OF INTENT (4)

The scheduling of the early dismissal days provided for in article 34.1 (c)(v) is contingent upon receiving the necessary approval from the Ministry of Education. Should such approval not be obtained, principals shall make available to elementary teachers, 300 minutes per school calendar year, for personal professional development time in the school, to be allocated in blocks of no less than forty (40) minutes each. The various options being considered for delivery of this time will be discussed with OECTA by the Board.

SIGNATURES

In witness thereof, the parties have signed this collective agreement hereinafter mentioned.

Signed this day of 2001.

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

Nancy Kirby
Chairperson of the Board

Thomas Barr
Trustee

Greg McNally
Director of Education

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

EMPLOYEE BENEFITS

EXTENDED HEALTH CARE

- a) Drug card - \$1.00 / prescription
Formulary III (open)
Generic first
No dispensing fee cap
- b) Hospital - Semi-private room
Unlimited
No deductible
- c) Deductible \$10/\$20
Co-insurance 100%
Maximum - unlimited
- d) Vision Care - \$200/24 months
\$250/24 months (**September 1, 2001**)
(includes all current options)
- e) Hearing Aids - \$500 / 3 years
(Includes all current options)
- f) Out-of-province benefits
Out-of-country benefits
(Unlimited - current options)
- g) Paramedical Services
All licensed paramedical practitioners
Currently insured - to include acupuncture and chiropractors
\$15 / visit
Psychologists - rates \$7/hour, \$15/hour, \$18/hour
X-rays as required - \$45 / insured / year
Prosthetic appliances covered
Durable medical equipment
Medical supplies & services
Ambulance services
Accidental dental coverage

DENTAL CARE

Basic Dental: Current ODA Fee Guide
9 month recall
9 month fluoride
(all other benefits as currently in force)

DENTAL CARE

Major Restorative Services:

Max. \$2,000 / year
Denture replace / 5 years
Co-insurance 50%
(Includes caps, crowns, bridges, dentures (full or partial) - standard exclusion only)

Orthodontic Services:

Co-insurance 50%
Max. lifetime \$3,000
Max. \$1,000 per calendar

LIFE INSURANCE

Basic:

2 X salary
Waiver of premium
Conversion
All other standard clauses

Accidental Death and Dismemberment: Matches Basic Life

Basic Dependent Life:

\$20,000 spouse
\$10,000 child

Optional Group Life (employee):

Age banded (employee pays 100%)
Gender banded
Smoker, non-smoker rates

Optional Dependent Life:

\$20,000 spouse (employee pays 100%)
\$5,000 child

Optional Life (spouse):

In units of \$5,000 up to \$100,000 (employee pays 100%)

RETIREES:

All benefits available (retiree pays 100%)
Life conversion at age 65
Prior to age 65 - group rate

APPENDIX "B"

RRSP PLAN (employees of the former Stormont, Dundas and Glengarry Board)

On September 30, 1999, teachers with 10 years or more to retirement received a two thousand dollar (\$2000.00) amount paid in a group RRSP. The two thousand dollars (\$2000.00) is registered in a group RRSP, in the name of the individual teacher. It is understood that the individual plan is locked in for a period of ten (10) years from the date of original contribution. Should the teacher leave the employ of the Board prior to the expiry of the ten (10) year period, the full net contents of the individual plan shall be returned to the Board.

On September 30, 1999, teachers with less than ten (10) years to retirement received a lump sum payment of seven hundred dollars (\$700.00).

APPENDIX "C"

RETIREMENT GRATUITY (employees of the former Lanark, Leeds and Grenville and former Prescott-Russell Boards)

The retirement gratuity in existence for teachers employed as of August 31, 1999 by the predecessor Lanark, Leeds and Grenville County Roman Catholic Separate School Board and Prescott-Russell County Roman Catholic English-Language Separate School Board, shall remain in effect pursuant to the predecessor agreements with those Boards, as outlined below.

LANARK, LEEDS AND GRENVILLE

Providing the teacher has had ten (10) years of continuous service with the Lanark, Leeds and Grenville County Roman Catholic Separate School Board and is retiring from his/her position with the Board, having had forty (40) years of teaching; or providing the teacher has had ten (10) years of continuous service with the Lanark, Leeds and Grenville County Roman Catholic Separate School Board and is retiring from his/her position with the Board having thirty-five (35) years of teaching and having reached the age of fifty-five (55); or providing the teacher has had ten (10) years of continuous service with the Lanark, Leeds and Grenville County Roman Catholic Separate School Board and providing the sum of that person's last attained age and years of service is equal to or greater than 90, a teacher becomes entitled to a retirement gratuity.

The retirement gratuity is based on 50% of the cumulative sick leave days to a maximum of 200 standing to the credit of the teacher at the time of the retirement, or 100 cumulative days, the lesser of the two. The amount of such gratuity is to be based on teacher's salary with the Board immediately prior to termination of employment (Section 158 - (1) Education Act - 1983), divided by 200, times the number of days recognized for gratuity purposes.

Only the years after September 1, 1969 are to be counted toward this required ten (10) years of service with the Board, unless a Board which became part of the larger unit known as the Lanark, Leeds and Grenville County Roman Catholic Separate School Board had offered a retirement gratuity plan to its employees, in which case years are to be counted from the effective date of such retirement gratuity plan.

The retirement gratuity for teachers whose term of employment with the Board began on or after September 1, 1985, shall be limited to one half a year's salary at the time of retirement or \$20,000.00 the lesser of the two.

PRESCOTT-RUSSELL

The Branch Affiliates agree to share the Board's aim of reducing the eventual liabilities of the Retirement Gratuity Fund, and recognize the need for further studies of options for their reduction.

By mutual consent, a committee will be established to study the factors influencing the reduction of such liabilities and the possibilities for their reduction.

Provided a teacher has attained twelve years of full time equivalent teaching experience with the Board he or she shall be eligible for a retirement gratuity payment following the earlier of one of the three dates:

- a) the teacher has attained the age of sixty five (65) years and retired from the teaching profession or

- b) the teacher has retired from the teaching profession and the sum of the teacher's age and the teacher's full time equivalent teaching experience recognized for the teacher's superannuation plan totals ninety (90).

APPENDIX "C"

- c) the teacher has received confirmation of receipt of Teacher Pension Plan benefits in the case of early retirement (before 90 factor).

It is understood and agreed that at the time of retirement the teacher must be in the employ of the Board as a teacher.

Provided the conditions above are met and upon completion of twelve (12) years or more of full-time equivalent teaching without interruption with the Board or with the English Sector of its Predecessor Board, a teacher is entitled to receive a retirement gratuity according to the following scale.

After twelve (12) years of full time equivalent teacher 14% of the accumulated sick leave credits multiplied by 1/200 of the teacher's yearly salary at the time of retirement.

13 years of teaching experience with the Board,	16%
14 years of teaching experience with the Board,	18%
15 years of teaching experience with the Board,	20%
16 years of teaching experience with the Board,	22%
17 years of teaching experience with the Board,	24%
18 years of teaching experience with the Board,	26%
19 years of teaching experience with the Board,	28%
20 years of teaching experience with the Board,	30%
21 years of teaching experience with the Board,	32%
22 years of teaching experience with the Board,	34%
23 years of teaching experience with the Board,	36%
24 years of teaching experience with the Board,	38%
25 years of teaching experience with the Board,	40%
26 years of teaching experience with the Board,	42%
27 years of teaching experience with the Board,	44%
28 years of teaching experience with the Board,	46%
29 years of teaching experience with the Board,	48%
30 years of teaching experience with the Board,	50%

It is understood and agreed that the above payment shall comply with section 180 of the Education Act.

In the event that a teacher, who has at least twelve years of teaching experience with the Board, dies while employed as a teacher by the Board then his or her estate is eligible to receive a retirement gratuity payment based on his or her years of teaching experience with the Board as set out in the above clause. The Board shall make the required payment to the teacher's estate upon receipt of the necessary legal documentation.

The retirement gratuity payments set out in the above clause will be paid within one year following the teacher's retirement or as agreed to in writing between the teacher and the Board.

PREGNANCY AND PARENTAL LEAVE
(EMPLOYMENT STANDARDS ACT)

45. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own; ("pere ou mere")

"same-sex partner" means either of two persons of the same sex who live together in a conjugal relationship outside marriage; ("partenaire de meme sexe")

"spouse" means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. ("conjoint")

Pregnancy Leave

46. due
- (1) A pregnant employee is entitled to a leave of absence without pay unless her date falls fewer than 13 weeks after she commenced employment.
 - (2) An employee may begin her pregnancy leave no earlier than the earlier of,
 - (a) the day that is 17 weeks before her due date; and
 - (b) the day on which she gives birth.
 - (3) Clause (2)(b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.
 - (4) An employee wishing to take pregnancy leave shall give the employer,
 - (a) written notice at least two weeks before the day the leave is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.
 - (5) An employee who has given notice to begin pregnancy leave may begin the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.
 - (6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

- (a) written notice of the day of the pregnancy leave began or is to begin; and

APPENDIX "D"

- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.
- 47.**
- (1) An employee's pregnancy leave ends,
 - (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.
 - (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.
 - (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
 - (4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four week's written notice of the termination.
 - (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

Parental Leave

- 48.**
- (1) An employee who has not been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.
 - (2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first

time.

- (3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

APPENDIX "D"

- (4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.
- (5) An employee who has given notice to begin parental leave may begin the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.
- (6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
 - (a) the employee's parental leave begins on the day he or she stops working; and
 - (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

- 49. (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.
- (2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.
- (3) An employee who has given notice to end his or her parental leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
- (4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four week's written notice of the termination.
- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

General Provisions Concerning Leaves

- 51.** (1) During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plans.

APPENDIX "D"

- (3) During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- 52.** (1) The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:
1. The length of his or her employment, whether or not it is active employment.
 2. The length of the employee's service whether or not that service is active.
 3. The employee's seniority.
- (2) The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract.
- 53.** (1) Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does exist.
- (2) Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave.
- (3) The employer shall pay a reinstated employee at a rate that is equal to the greater of,
- (a) the rate that the employee most recently earned with the employer; and
 - (b) the rate that the employee would be earning had he or she worked throughout the leave.