

COLLECTIVE AGREEMENT

between



and

**Peterborough Victoria
Northumberland and Clarington Unit**

for

THE SCHOOL YEARS

1998 - 1999

1999 - 2000

COLLECTIVE AGREEMENT

1998 - 2000

between

**THE PETERBOROUGH VICTORIA
NORTHUMBERLAND & CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD**

and

**THE ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
PETERBOROUGH VICTORIA NORTHUMBERLAND & CLARINGTON
UNIT**

CRITERIA FOR SALARY PLACEMENT

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PREAMBLE

WHEREAS it is the common goal of the Board and the teachers to provide the best possible Catholic education for the children of this community,

and,

WHEREAS, to achieve that common goal, it is essential that the Board and teachers maintain a harmonious relationship,

THEREFORE, it is the desire of the Board and teachers to set forth in this Agreement the salaries, allowances and certain of the conditions of employment which govern the teachers.

ARTICLE I - RECOGNITION:

- 1.01 The Peterborough Victoria Northumberland and Clarington Catholic District School Board (the “Board”) recognizes the Ontario English Catholic Teachers’ Association (O.E.C.T.A.) as the sole bargaining agent for all teachers covered by this collective agreement in the employ of the Board.

- 1.02 The term “teacher” means a teacher as defined in Part X.1 of the Education Act, excluding Occasional Teachers, who is assigned to full or part-time duties in the Board’s schools and offices, and who is a member of the bargaining unit and is understood to include Department Heads, Teachers-in-charge, Co-ordinators, Consultants and Assistant Consultants provided that they hold a valid Certificate of Qualification from the Ontario College of Teachers.
- 1.03 It is to be understood that allowance for responsibilities above classroom teacher duties, whatever the designation of such position, shall be negotiated by the parties to the Agreement.
- 1.04 By virtue of this Collective Agreement, there will be no automatic regression of any salary.
- 1.05 Designation for the positions of responsibility now in effect will remain in effect for the 1998/99 school year.

The parties agree that the Heads of Organizational Units Committee will meet and negotiate the number and nature of positions of responsibility commencing September 1999.

Allowances in total, including release time costs, for the positions of responsibility shall not exceed \$3,584 per Head as provided under the General Legislative Grants (nine Department Heads per one thousand Average Daily Enrolment (hereafter A.D.E.) students) as at October 31, 1999.

Failure of the Committee to resolve this matter by April 1, 1999 will result in the matter being submitted to a mutually agreeable arbitrator for determination prior to the commencement of the 1999 school year. The arbitrator shall not make an award that will result in a cost to the Board which exceeds \$3,584 per Head as provided under the General Legislative Grants (nine Department Heads per one thousand A.D.E. students) as at October 31, 1999.

ARTICLE I - RECOGNITION (cont’d):

- 1.06 The Branch Affiliate recognizes that the Board has the right, duty and responsibility to provide, operate and manage its schools in accordance with the applicable legislation, the Constitution Act, 1867, and the Constitution Act, 1982, and the provisions of the Collective Agreement.

No teacher shall be demoted, disciplined or dismissed without just cause.

1.07 Municipality means any one of the following:

- (1) City of Peterborough and Lakefield, Douro, Ennismore, Norwood
- (2) Campbellford
- (3) Lindsay and Downeyville
- (4) Kirkfield
- (5) Cobourg, Grafton and Port Hope
- (6) Municipality of Clarington

ARTICLE II - DURATION:

2.01 This Agreement will be for a term commencing on September 1, 1998, and ending on August 31, 2000 and shall continue from year to year thereafter unless either party gives notice in writing to the other not more than one hundred and fifty (150) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

ARTICLE III - DEFINITION OF LEVELS:

- (a) Non-degree teachers shall be placed on the Basic Salary Scale in accordance with the teachers' Pay Equity Plan, 1990.
- (b) Degree teachers, who entered into the employ of the Board on or since September 1, 1987, shall be placed on the Basic Salary Scale in accordance with Q.E.C.O. Programme 4.
- (c) There shall be an exception beyond 5 Ministerial Courses, to a maximum of 3, in each of the areas of Religious Education, Family Life Education and Special Education.

ARTICLE III - DEFINITION OF LEVELS (cont'd):

LEVEL A1 (1) Ontario Teacher's Certificate plus a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree,

OR

- (2) Q.E.C.O. Programme 4.

LEVEL A2 (1) Ontario Teacher's Certificate plus a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree plus 5 Ministry of Education Courses including a Supervisor's or Specialist's Certificate,

OR

- (2) Ontario Teacher's Certificate plus an Honours B.A. or equivalent degree,

OR

- (3) Ontario Teacher's Certificate plus a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree plus one-half of the requirements for a M.Ed. degree,

OR

- (4) Ontario Teacher's Certificate plus a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree with a concentration of 15 credits (2nd class average) in a single specified academic subject area or 24 credits (2nd class average) in 2 specified academic subject areas,

OR

- (5) Q.E.C.O. Programme 4.

LEVEL A3 (1) Ontario Teacher's Certificate plus a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree plus a M.A. or M.Ed. or B.Paed. degree,

OR

ARTICLE III - DEFINITION OF LEVELS (cont'd):

LEVEL A3 (2) Ontario Teacher's Certificate plus a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree plus any one of the following combinations:

- (i) 5 Ministry of Education Courses including a Supervisor's or

Specialist's Certificate, and an Honours B.A. or equivalent degree,

- (ii) 5 Ministry of Education Courses including a Supervisor's or Specialist's Certificate, and one-half of the requirements for a M.Ed. degree,
- (iii) 5 Ministry of Education Courses including a Supervisor's or Specialist's Certificate, and a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree with a concentration of 15 credits (2nd class average) in a single specified academic subject area or 24 credits (2nd class average) in 2 specified academic subject areas,
- (iv) one-half of the requirements for a M.Ed. degree, and a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree with a concentration of 15 credits (2nd class average) in a single specified academic subject area or 24 credits (2nd class average) in 2 specified academic subject areas,
- (v) an Honours B.A. or equivalent degree, and one-half of the requirements for a M.Ed. degree,

OR

- (3) Q.E.C.O. Programme 4.

LEVEL A4 (1) Level A3 plus an additional degree (e.g. Doctorate),

OR

- (2) Ontario Teacher's Certificate plus a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree plus a M.A. or M.Ed. or B.Paed. degree plus one of the following:

ARTICLE III - DEFINITION OF LEVELS (cont'd):

- LEVEL A4
- (i) 5 Ministry of Education Courses including a Supervisor's or Specialist's Certificate, or
 - (ii) an Honours B.A. or equivalent degree, or

- (iii) a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree with a concentration of 15 credits (2nd class average) in a single specified academic subject area or 24 credits (2nd class average) in 2 specified academic subject areas,

OR

- (3) Ontario Teacher's Certificate plus a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree plus each of the following:
 - (i) 5 Ministry of Education Courses including a Supervisor's or Specialist's Certificate, and
 - (ii) an Honours B.A. or equivalent degree, and
 - (iii) one-half of the requirements for a M.Ed. degree,

OR

- (4) Ontario Teacher's Certificate plus a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree plus each of the following:
 - (i) 5 Ministry of Education Courses including a Supervisor's or Specialist's Certificate, and
 - (ii) one-half of the requirements for a M.ED. degree, and
 - (iii) a Bachelor of Arts or Science degree from an Ontario university, or an equivalent academic university degree with a concentration of 15 credits (2nd class average) in a single specified academic subject area or 24 credits (2nd class average) in 2 specified academic subject areas,

OR

- (5) Q.E.C.O. Programme 4.

ARTICLE IV- INTERPRETATIONS:

- 4.01 Ontario certificates only are included in the Definitions.
- 4.02 Letters of Standing shall be recognized by the Board.
- 4.03 Any degree recognized by the Ministry of Education for admission to the

Ontario College of Education shall be recognized as equivalent to a B.A. degree.

- 4.04 Only those university courses recognized by the Ministry of Education shall be accepted for placement.

ARTICLE V - EXPERIENCE AND QUALIFICATIONS:

- 5.01 Teachers engaged by this Board will be credited to the maximum with qualified teaching experience.
- 5.02 Teachers will be required to produce certificates from previous School Authorities, approved by the Board, verifying experience.
- 5.03 Previous experience to the maximum will be credited in each level, provided the teacher can produce verification of the years of accumulated experience.
- 5.04 Each year of experience for salary purposes must, when not a complete teaching year, be composed of fractions which total 10 months or 200 days. However, if there should be a remainder of at least 9 months or 180 days, this experience will be considered as 1 year and qualify the teacher to receive the increment for experience provided in the schedule.
- 5.05 It shall be the responsibility of the teacher to submit evidence of additional qualifications to the Human Resources Department for category placement. The Human Resources Department shall provide written acknowledgment of the receipt of such evidence of additional qualifications.
- 5.06 Experience shall be credited on September 1 and January 1 of each school year. September 30 and January 30 would be recognized as periods of grace for teachers to submit proof of experience obtained to June 30 and December 31 respectively in any year. Exceptions to this regulation will only be considered upon written application to the Director of Education.

ARTICLE V - EXPERIENCE AND QUALIFICATIONS (cont'd):

- 5.07 Advance in category due to additional courses shall be recognized September 1 each year. The period of grace for teachers to submit proof of such advancement shall be November 30. Exceptions to this regulation will only be considered upon written application to the Director of Education.

- 5.08 The number of years of acceptable related experience, to a maximum of 8, must be agreed upon in writing before the teacher enters the employ of the Board.
- 5.09 Where an error, omission or misunderstanding on the part of either Board or teacher has resulted in underpayment or overpayment, appropriate correction shall be made retroactive as soon as possible. Retroactivity shall apply to the contract year only.
- 5.10 Years of experience gained while a teacher is on a Letter of Permission shall be recognized for experience purposes.

ARTICLE VI - APPLICATION:

- 6.01 Each teacher in the employ of the Board shall receive a copy of this Agreement, in booklet form, within 30 days of the completion of negotiations and with the cost to be shared equally by the Board and the Ontario English Catholic Teachers' Association, Peterborough Victoria Northumberland and Clarington Unit.
- 6.02 Any teacher to be hired by the Board shall be provided with a copy of the current Agreement.
- 6.03 It shall be the prerogative of the Board to withhold for 1 year the increment of a teacher whose work is inadequate as assessed by the Director after consultation with the principal provided that the teacher has been given notice in writing by May 1 of a given year why the Board is withholding the increment, is instructed how to improve, and provided that the teacher is reinstated at the correct point on the schedule if satisfactory improvement is made. Failing such satisfactory improvement the teacher shall be dismissed in accordance with the terms of his/her contract. Retention of the teacher on staff shall be taken as evidence that the teacher has satisfactorily improved.

ARTICLE V - APPLICATION (cont'd):

- 6.04 If salaries are not in accordance with the scale of salaries, as set out in Article VII, 7.01, of this Agreement, these shall be frozen until such time as these are in accordance with salary placement. Category placement and years of experience presently recognized shall continue to be recognized.

- 6.05 If the responsibility commanding an allowance is removed (e.g. teacher-in-charge to teacher), the allowance shall be removed.

ARTICLE VII - SALARY SCHEDULE:

During the life of this Collective Agreement the Basic Salary Scale shall at all times comply with the following 2 provisions:

- (i) For Levels A1 to A4, equal increments shall be maintained in each level by subtracting the minimum of the level from the maximum of the level and dividing by the number of years of experience (i.e. 11) in that particular level.
- (ii) The increment pattern of Level A shall be in accordance with the teachers' Pay Equity Plan, 1990.

ARTICLE VII - SALARY SCHEDULE (cont'd):

7.01 Basic Salary Scale

September 1, 1998 to August 31, 2000

<u>Yr. of Exper.</u>	Pre- degree Level <u>A</u>	Level <u>A1</u>	Level <u>A2</u>	Level <u>A3</u>	Level <u>A4</u>	<u>Yr. of Exper.</u>
0	28572	30395	31560	34129	35295	0
1	30426	32368	33681	36590	38021	1
2	32281	34341	35802	39050	40747	2
3	34135	36314	37923	41511	43474	3
4	35991	38288	40044	43971	46200	4
5	37845	40261	42165	46432	48926	5
6	39700	42234	44286	48893	51652	6
7	41555	44207	46407	51353	54378	7
8	43409	46180	48528	53814	57104	8
9	45265	48154	50649	56275	59831	9
10	47119	50127	52770	58735	62557	10
11	48974	52100	54891	61196	65283	11
	52100					

ARTICLE VII - SALARY SCHEDULE (cont'd):

7.02 Allowances Over and Above Basic Salary Scale for Responsibility

(a) Consultant

Effective September 1, 1998, all appointments of consultants shall be on

a term basis for not less than one (1) year and for up to three (3) years, with Board option to extend on a yearly basis to a maximum of 2 years.

The annual salary allowance for a consultant for the period September 1, 1998 to August 31, 2000 shall be \$3,775.00 with annual increments of \$760.00 to a maximum of \$5,295.00.

(b) Assistant Consultant (Religious Education ONLY):

The annual salary allowance for an assistant consultant for the period September 1, 1998 to August 31, 2000 shall be **\$2,681.00**.

(c) Teacher-in-Charge

- (i) The parties recognize that from time to time Principals and Vice-principals may be absent temporarily from their duties. To accommodate these situations, a teacher shall be designated a "Teacher-in-charge" at a school. A teacher designated as Teacher-in-charge shall act in this capacity only when the Principal/Vice-principal is absent. The Teacher-in-charge shall not participate in evaluating or disciplining of teachers in the school.
- (ii) Teacher-in-charge will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.
- (iii) The annual salary allowance for a Teacher-in-charge for the period September 1, 1998 to August 31, 2000 shall be \$1,887.00 with annual increments of \$380.00 to a maximum of \$2,647.00.

ARTICLE VII - SALARY SCHEDULE (cont'd):

(e) Department Heads

Effective September 01, 1999, Heads of Organizational Units shall be appointed and allocated as follows:

- (1) A Major Head of Organizational Unit will be paid category plus \$3,000.00 per school year. A Major Head is defined as a teacher who is responsible for 12 or more instructional periods per school year. Major Heads of Organizational Units responsible for 28 or more instructional periods shall teach 12 instructional periods.
- (2) Minor Head of Organizational Unit will be paid category plus \$1,500.00 per school year. A Minor Head is defined as a teacher who is responsible for a department with fewer than 12 instructional periods per school year.
- (3) Assistant Head of Organizational Unit will be paid category plus \$1,000.00 per school year. An Assistant Head is defined as a teacher assigned to assist a Major Head in Physical Education or in a department which is responsible for 24 or more instructional periods per school year or a teacher librarian in a secondary school with more than 400 pupils.

NOTE: All Heads of Organizational Units shall have qualifications in accordance with Regulation 298, Section 17.

ARTICLE VII - SALARY SCHEDULE (cont'd):

- (f) Any employee assigned by the Director of Education to assume temporary responsibility shall receive a percentage of the applicable allowance for each day in the position. The percentage shall be the number of school days on which the teacher was assigned to and performing the responsibility, divided by 194 days.

(g) Co-ordinator

The annual salary allowance for a co-ordinator for the period September 1, 1998 to August 31, 2000 shall be \$9,880.00.

(h) Acting Administrator

- (2) An Acting Administrator is a teacher appointed to replace a Principal and/or Vice-principal who is temporarily absent for a period not to exceed the balance of the school year in which the assignment is made. Any extension of this period shall only be with the approval of the Association.
- (3) The teacher appointed will not forfeit any rights under the provisions of this Collective Agreement during the temporary appointment. The teacher shall be credited with seniority accumulated during the temporary appointment at its conclusion.
- (3) No teacher shall be appointed without his/her consent.
- (4) Any teacher assigned such duties shall not evaluate another member of this bargaining unit.
- (5) When the Board deems it necessary to replace a teacher temporarily appointed, the replacement shall be an Occasional Teacher.
- (6) The appointed teacher shall be paid at the base salary level for the position replaced during the term of the appointment.
- (7) At the conclusion of the appointment the appointed teacher will have the right to return to his/her position as a teacher that he/she occupied immediately before the appointment.

ARTICLE VII SALARY SCHEDULE (cont'd):

7.03 Special Clauses Relative to Salary

- (a) Direct Deposit: Pays shall be deposited in the financial institution of the employee's choice.

(b) Salaries: Salaries shall be paid in 24 payments during the period September 1 to August 31.

In the event that pay for a teacher absence is deducted from a teacher's salary, the deduction shall be calculated in the following manner:

number of days absent x (the teacher's annual salary/194 days)

(c) Federation Fees: Federation Fees shall be deducted in 10 equal instalments and the Board shall remit the amount to O.E.C.T.A. Provincial Secretary-Treasurer. For the purpose of this Article, "regular union dues" shall have the same meaning as under Section 47(2) of the Ontario Labour Relations Act. O.E.C.T.A. shall indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.

(d) Post-graduate Degrees: An allowance of \$500.00 shall be paid for a post-graduate degree when not used in category placement (except a Bachelor of Education degree).

(e) Courses in Religious Education

The Board is willing to recognize, for category placement for salary purposes, independent of level definitions, courses in Religious Education that are evaluated by the administration staff as the equivalent of courses offered by the Ministry of Education and recognized as category placement for salary purposes.

ARTICLE VIII - BENEFITS:

8.01 Extended Health Care

The Board shall pay 90 per cent of the Extended Health Care plan premiums.

Semi-private and private hospital room (no deductible), prescriptions (\$2.00 per prescription deductible), other services (\$10.00 and \$20.00 deductible).

(Speech Therapists - remove \$15.00 per visit limit.)

Pharmacists' dispensing fee shall be reimbursed up to \$7.00 per prescription.

8.02 Group Life Insurance

The Board shall pay 100 per cent of the premium for 3 times salary in the case of death. Accidental death and dismemberment insurance shall be paid in accordance with the plan.

8.03 Long Term Disability Insurance

The Board shall administer Long Term Disability Insurance coverage for any teacher with a minimum of a half-time assignment. The teacher shall pay 100 per cent of the premium. The waiting period shall be 90 days or at the expiration of accumulated sick leave, whichever is greater.

8.04 Dental Plan

Effective July 1, 1998 the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 1997 Ontario Dental Association rates.

The Board shall pay 90 per cent of the premiums for:

Rider No. 2 at 50 per cent co-insurance - denture relines, rebases and initial installation of full and partial plates, and

ARTICLE VIII - BENEFITS (cont'd):

Dental Plan cont'd:

Rider No. 3 at 60 per cent co-insurance - Orthodontia, with a life-time maximum of \$2,000.00, and

Rider No. 4 at 50 per cent co-insurance - Major Restorative, including caps, crowns and gold metal inlays.

Recall examinations shall be once every nine (9) months for adults and five (5) months for children. Oral hygiene instruction shall be available only to children.

8.05 Vision Care

The Board shall pay 90 per cent of the premium for Vision Care that shall include \$100.00 per adult per 24 months and \$100.00 per child per 12 months.

8.06 Part-time Teachers

A part-time teacher shall have the premiums for benefits paid at a percentage equal to the time worked by the teacher.

(This clause will NOT apply to any part-time teacher in the employ of the Board or hired by the Board PRIOR to August 31, 1991.)

8.07 Benefit Plans

(1) Leave of Absence	attached	hereto
(2) Pregnancy and Parental Leave	"	"
(3) Paternity/Adoptive Leave	"	"
(4) Study/Research Development Leave Plan	"	"

ARTICLE VIII - BENEFITS (cont'd):

(5) Cumulative Sick Leave	"	"
---------------------------	---	---

(6) Bereavement Leave	"	"
(7) Personal Leave	"	"
(8) Special Leave	"	"
(9) Sick Leave Credit Retirement Gratuity	"	"
(10) Retirement Gratuity in Trust	"	"
(11) Teacher Funded Leave Plan	"	"

NOTE:

1. a) Absence of teacher in quarantine
Every teacher is entitled to his or her 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 attending upon his or her duties. Such absences shall not be deducted from sick leave credits.

- b) Absence by reason of being a juror or witness
A teacher is entitled to his or her salary despite absence from duty by reason of a summons to serve as a juror, as a summons as a witness in any proceeding to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses, that the teacher receives as a juror or as a witness. The teacher will present proof of service and the amount of payment received.

2. In the event that any or all fringe benefits are retendered, the same quality of present coverage shall be maintained or improved. Decisions made in this regard shall be made by the Board after discussion with the President of the Unit, the Presidents of the Branch Affiliates and the Chairperson of the Local Collective Bargaining Committee (L.C.B.C.).

ARTICLE VIII - BENEFITS (cont'd):

3. Upon retirement, a teacher may elect to continue to participate in the Group Health Benefit Plans to age 65. Effective January 01, 1999, participation shall

be subject to the teacher's premium payments being received by the Board via an electronic pre-authorized payment from his/her financial institution. The cost of the health premiums shall be borne by the teacher and administered by the Board.

(1) Leave of Absence

- (a) The Board shall reserve the right to grant or reject the teacher a Leave of Absence for study that will result in an upgrading of qualifications.
- (b) The Board shall grant a Leave of Absence for health reasons for 1 year. This may be extended. The Board shall ask for medical certificates to verify the health reasons.
- (c) Application, in writing, to the Director of Education, must be made prior to March 1 in the case of Leave for further study, to be effective the following September.
- (d) Salary will not be paid during a Leave of Absence.
- (e) The teacher's credit in the Cumulative Sick Leave Plan prior to the taking of the Leave will be retained.
- (f) Leave shall be limited to 1 year. Application for extension may be made.
- (g) A teacher, upon completion of Pregnancy Leave, may be granted, upon written request, a Leave of Absence, provided the request is received with the Request for Pregnancy Leave. Such Leave for elementary school teachers shall terminate at the end of the calendar year or the end of the school year and, for secondary school teachers, at the end of the first semester or the end of the school year. It is understood, however, that this Leave shall not obligate the Board beyond the reinstatement of the teacher to a comparable position within the same municipality as stated in the Agreement, Section 1.08.
- (h) Insurance plans may be continued during the Leave of Absence through prepayment by the teacher of 100 per cent of the premium.

NOTE: The prepayment may be made through the usage of postdated cheques.

ARTICLE VIII BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(2) Pregnancy and Parental Leave

(Employment Standards Act, Sections 35 to 39)

35. In this Part,

Definitions

“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;

“parental leave” means a leave of absence under subsection 38a (1);

“pregnancy leave” means a leave of absence under subsection 36 (1).

36.(1)

A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

Pregnancy Leave

(2)

An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

When leave may begin

(3)

The employee must give the employer,

Notice

(a) at least two weeks' written notice of the date the leave is to begin; and

(b) a certificate from a legally qualified medical practitioner stating the expected birth date.

ARTICLE VIII - BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(2) Pregnancy and Parental Leave (cont'd)

- | | | |
|---------|---|--|
| 37.(1) | Subsection 36 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth. | Special circumstances |
| (2) | An employee described in subsection (1) must, within two weeks of stopping work, give the employer, | Notice in special circumstances |
| | (a) written notice of the date the pregnancy leave began or is to begin; and | |
| | (b) a certificate from a legally qualified medical practitioner that, | |
| | (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or | |
| | (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth. | |
| 38. (1) | The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began. | End of pregnancy leave if parental leave available |

ARTICLE VIII - BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(2) Pregnancy and Parental Leave (cont'd)

- | | | |
|----------|--|--|
| (2) | The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage. | End of pregnancy leave if parental leave not available |
| (3) | The pregnancy leave of an employee ends on a day earlier than the day provided for subsection (1) or (2) if the employee gives the employer at least four weeks' written notice of that day. | End of pregnancy leave on employee notice |
| 38a. (1) | An employee who has been employed by his or her employer for at least thirteen weeks leave and who is the parent of a child is entitled to a leave of absence without pay following, | Parental leave |
| (a) | the birth of the child; or | |
| | (b) the coming of the child into the custody, care and control of a parent for the first time. | |
| (2) | Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. | Restriction on when leave may begin |
| (3) | The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. | When mother's parental leave may begin |

ARTICLE VIII-BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)(2) Pregnancy and Parental Leave (cont'd)

- | | | |
|----------|--|---|
| (4) | The employee must give the employer at least two weeks' written notice of the date the leave is to begin. | Notice |
| 38b.(1) | Subsection 38a (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected. | Special
circumstances |
| (2) | The parental leave of an employee described in subsection (1) begins on the day the employee stops working. | When leave
in special
circumstances
begins |
| (3) | An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working. | Notice |
| 38c. | Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks' written notice of that day. | End of
parental
leave |
| 38d. (1) | An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

(a) to an earlier date if the employee gives the employer at least two weeks' written notice before the earlier date; or | Change of
notice to
begin leave |

ARTICLE VIII - BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(2) Pregnancy and Parental Leave (cont'd)

(b) to a later date if the employee gives the employer at least two weeks' written notice before the date leave was to begin.

(2) An employee who has given notice to end leave may change the notice, Change of notice to end leave

(a) to an earlier date if the employee gives the employer at least four weeks' written notice before the earlier date; or

(b) to a later date if the employee gives the employer at least four weeks' written notice before the date leave was to end.

38e. (1) During pregnancy leave or parental leave, 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. Rights during leave

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed. Benefits plans

(3) During an employee's pregnancy leave or parental leave, 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. Employer contributions

- (4) Seniority continues to accrue during pregnancy leave or parental leave. Seniority

ARTICLE VIII - BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(2) Pregnancy and Parental Leave (cont'd)

38f. (1) The employer of an employee who has Reinstatement taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

(2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any. Reinstatement where employer's operations have been suspended etc.

(3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,

(a) the wages the employee was most recently paid by the employer; or

(b) the wages that the employee would be earning had the employee worked through-out the leave.

38g. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave. No discipline etc. because of leave

ARTICLE VIII - BENEFITS (cont'd):8.07 Benefit Plans (cont'd)(2) Pregnancy and Parental Leave (cont'd)

- | | | |
|----------|---|-------------------------------------|
| 38h. (1) | This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force and who would have been entitled to pregnancy leave if section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 had come into force before she stopped work. | Transitional,
pregnancy
leave |
| (2) | A person to whom this section applies shall be deemed to have taken a pregnancy leave beginning when the person stopped work if, <ul style="list-style-type: none"> (a) the stopping of work was related to the person's pregnancy; and (b) when the person stopped work, she was not entitled to pregnancy leave. | Idem |
| 38i. (1) | This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force, whether or not the person took a pregnancy leave that ended during that period, or whose pregnancy leave ended during that period and who did not return to work if the person would have been entitled to parental leave had section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 come into force before the person stopped work or before the pregnancy leave ended. | Transitional,
parental leave |

ARTICLE VIII - BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(2) Pregnancy and Parental Leave (cont'd)

(2) A new person to whom this section applies shall be deemed to have taken a parental leave beginning when the person stopped work or when the person's pregnancy leave ended if the stopping of work or the not returning to work was related to the birth of a child or to the coming of a child into the custody, care and control of a parent for the first time. Idem

38j. Section 38e does not apply in respect of any period before this section comes into force. Transitional, benefits

39. Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what he shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee. Employment standards officer may make order

NOTE: Seniority and experience shall accumulate while on Pregnancy Leave.

(3) Paternity/Adoptive Leave

1. A leave of two days (without loss of salary) shall be allowed a teacher upon the birth or the adoption of a child.
2. It is understood that VIII, 8.07 (3), applies only to 1 teacher per married couple and applies only when such birth or placement occurs during the school year.

ARTICLE VIII - BENEFITS (cont'd):

(4) Study/Research Development Leave Plan

a) Purpose:

To establish a Study/Research Development Leave Plan which will foster growth and development both on an individual and system-wide basis. Upon application, the Board shall grant two (2) Full-time Equivalent Study/Research Development Leaves per year following the written recommendations of the Selection Committee to the Board.

Study/Research Development Leave will not be granted for the purpose of study to prepare for another trade or profession, or for the purpose of engaging in gainful occupation, or for the purpose of upgrading category placement.

b) Types of Leave:

- I Study/Research Development of a long-term nature (ie. One (1) year)
- II Study/Research Development of a short-term nature (ie. Less than one (1) year), or requiring partial release from regular duties.

c) Selection Committee:

The decision as to which applicant may be granted leave will be made by the Board, acting upon the recommendations from the Selection Committee. Only such proposals as are approved by formal motion of the Board will be undertaken. This Committee consists of:

- two (2) teachers appointed by the Local Unit;
- one (1) supervisory officer of the Board ;
- one (1) trustee who will be chairperson.

A quorum will consist of all appointed members. The committee as appointed shall serve for a one (1) year term.

d) Eligibility:

The teacher must have five (5) years or more experience with the Board.

ARTICLE VIII - BENEFITS (cont'd):

(4) Study/Research Development Leave Plan (cont'd)

e) Proposals and Applications:

All proposals and applications for consideration for Study/Research Development Leaves shall be submitted to the Director of Education before February 15th of the school year prior to the year for which the leave is requested.

f) Salary:

Teachers granted Study/Research Development Leave shall receive sixty (60%) of their applicable salary. Pension contributions will be governed by Teacher Pension Plan legislation at the commencement of the Leave. The Board will pay full Board proportion of Extended Health Care and Group Life Insurance during the time of the Leave. A teacher granted such Leave shall accumulate seniority and experience for the period of the Leave.

A teacher granted Study/Research Development Leave shall provide the Board with a written undertaking to teach for a minimum of three (3) years with the Board immediately after returning from the leave. Should the teacher voluntarily terminate his/her employment with the Board prior to the completion of the three (3) year period, the money (salary) received by the teacher during the leave shall be repaid by the teacher at the discretion of the Board over a period of time, not to exceed three (3) years.

(5) Cumulative Sick Leave

1. Permanent and probationary teachers employed by the Board shall be eligible to participate.
2. All credits shall be derived from service and based on school days. A teacher shall be entitled to a maximum of twenty (20) paid sick days in a school year and pro-rated based upon full-time equivalency.
3. The unused sick days shall be placed to the credit of each teacher, each year, as an Accumulative Sick Leave Reserve. This Reserve shall not exceed a maximum of two hundred (200) days for any teachers at the end

of any year for teachers in the employ of the Board.

ARTICLE VIII - BENEFITS (cont'd):

(5) Cumulative Sick Leave (cont'd)

4. Absence shall be deducted from current sick days first, and when that has been used, the accumulated Leave shall be drawn upon as required.
5. The payment of Sick Leave shall automatically reduce the reserve of the individual teacher by the number of days represented by such payment.
6. Sick Leave claims shall be computed for payment on the current rate of salary.
7. The reason for absence shall be reported on the Principal's Monthly Report on Absenteeism.
8. A teacher may be required to furnish, whenever requested by the Board to do so, a Doctor's Certificate to support his/her claim.
9. Each teacher, at the commencement of each school year, shall be given a statement of the number of days in his/her reserve.
10. Teachers voluntarily leaving for other positions or discharged shall receive no remuneration for accumulative Sick Leave.

(6) Bereavement Leave

1. A teacher who is absent because of the death of a member of his/her immediate family will be granted 5 consecutive school days (or more at the discretion of the Director) without loss of pay, when the death occurs during the school year. (Immediate family shall be interpreted as father, mother, brother, sister, wife, husband, son or daughter, father-in-law, mother-in-law or guardian.)
2. A teacher who is absent because of the death of an uncle, aunt, grandparent, grandchild, son or daughter-in-law, brother or sister-in-law, will be granted 1 teaching day (or more at the discretion of the Director) without loss of pay.

ARTICLE VIII - BENEFITS (cont'd):8.07 Benefit Plans (cont'd)(7) Personal Leave

1. A teacher, upon written application to the Director, may, at the discretion of the Director, be granted 2 days' Personal Leave without loss of pay.
2. The Director has the discretionary power to grant such additional Personal Leave with loss of pay or to refer the request to the Board.
3. A teacher shall, upon written application, be given time off with pay to write examination for the improvement of teacher qualifications, provided that the examination may not be written outside of regular school hours.

(8) Special Leave

A teacher, upon written application to the Director, shall be granted 1 day's unpaid Special Leave without giving reason.

(9) Sick Leave Credit Retirement Gratuity

1. A teacher having had 17 years or more service as a teacher with this Board or any Board dissolved on January 1, 1969 because of the formation of this Board, who retires under the provisions of the Teachers' Pension Act, shall continue to be paid his/her salary at the same rate as at retirement for a limited period to the extent of one-half the amount of any accumulated Sick Leave acquired while in the service of the aforementioned Boards (not including any accumulation transferred from another Board for Sick Leave purposes only), but not exceeding 100 days.
2. Upon reaching the maximum accumulation of 200 days, made up partly of the transferred credits from another Board and partly of accumulated credits with this Board or the Boards that were dissolved because of the formation of this Board, the teacher shall be allowed to continue accumulating with the Peterborough Victoria Northumberland and Clarington Board by reducing the transferred credits, until the maximum of 200 days has been accumulated with the Peterborough Victoria Northumberland and Clarington Board for the

purposes of Sick Leave Credit Retirement Gratuity.

ARTICLE VIII - BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(9) Sick Leave Credit Retirement Gratuity (cont'd)

3. Sick Leave Credit Retirement Gratuity shall be paid only to a teacher who leaves the Board and is entitled to pension under the provisions of the Teachers' Pension Act. The payment of such will be the choice of the teacher; either lump sum or instalments.
4. On the death before retirement of any teacher employed by the Board with 17 years or more service as a teacher with this Board or any Board dissolved on January 1, 1969 because of the formation of this Board, an amount equal to the Sick Leave Credit Gratuity of such teacher shall be paid to the estate of the teacher upon the Board's obtaining any necessary Succession Duty release.
5. In the event that a teacher dies before having received the full Sick Leave Credit Gratuity, the balance of any such Gratuity shall be paid to the estate of the teacher upon the Board's obtaining the necessary Succession Duty release.

(10) Retirement Gratuity in Trust

A teacher who has attained the 90 factor and who would qualify for a retirement gratuity under the provisions of Article VIII of this Agreement, shall have the gratuity to which he/she would be entitled at that time paid in trust into an account in that teacher's name. This money would be held in trust and paid in full with accrued interest at 2 per cent less than prime to the teacher upon retirement as provided by the clauses outlined in Article VIII.

NOTE: Only those teachers who have reached the 90 factor by August 31, 1989, shall have benefit of the above clause.

(11) Teacher Funded Leave Plan

1. The Board agrees to a Teacher Funded Leave Plan which shall permit the teacher to take a one year self-funded leave in year three of a THREE year agreement, in year four of a FOUR year agreement, or year five of a FIVE year agreement. During his/her years in the teacher funded leave plan, the teacher shall agree to be paid by the Board at 66.67 per cent (for a THREE year agreement) or at 75 per cent (for a FOUR year agreement) or at 80 per

cent (for a FIVE year agreement) of the salary normally paid under the applicable Collective Agreement, subject to the conditions outlined below.

ARTICLE VIII - BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(11) Teacher Funded Leave Plan (cont'd)

There shall be no cost to the Board except that the Board shall pay 100% of the applicable statutory deductions during the leave. Interest paid on trust fund accounts shall be 2 per cent less than prime calculated and credited on the last day of each month.

The duration of the agreement and the percentages of salary paid and withheld may be changed with the approval of both parties.

2. Application

A written application shall be delivered to the Director of Education not later than the 31st day of January, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of the leave of absence. An application received by the Director of Education later than the 31st day of January shall be deemed to have been delivered after the 1st of April next following.

3. Approval or Denial

The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial shall be delivered to the applicant not later than the 1st day of April following the date of application.

4. Definition

Entry into the Plan shall be effective only on the 1st day of September, and the duration of a leave of absence under this Plan shall be from the 1st day of September to the 31st day of August next. Consideration may be given for secondary school teachers to operate by semester.

ARTICLE VIII - BENEFITS (cont'd):8.07 Benefit Plans (cont'd)(11) Teacher Funded Leave Plan (cont'd)5. Salary Holdback

During the years in the Plan prior to the Leave year, 33.33, 25 or 20 per cent, respectively, of the teacher's salary paid in accordance with the applicable Collective Agreement shall be withheld by the Board. The salary withheld shall be placed in an individual trust in the name of the teacher. A statement of each teacher's account will be issued at the end of each school year upon request of the teacher.

6. Payment

- (a) The teacher shall receive his/her withheld salary in two lump sums or through the semi-monthly payroll.
- (b) The actual leave from work shall commence on the first school day following completion of the salary holdback period.

7. Benefit Plans

- (a) Throughout the years of the Plan, employee benefits shall continue as per the applicable Collective Agreement if the teacher requests it. Employee benefits shall be maintained as if the teacher were receiving 100 per cent of salary but Board subsidy will be the applicable percentage of the normal contribution.
- (b) The year of absence does not represent a break in employment so far as Retirement Gratuity is concerned.
- (c) There shall be neither accumulation nor utilization of Sick Leave credits during the year of absence.

ARTICLE VIII - BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(11) Teacher Funded Leave Plan (cont' d)

8. Return from Leave

- (a) On return from Leave, a teacher will be assigned to the position (including position of responsibility) which he/she held when the Leave began (within the same municipality) subject to other appropriate provisions of the Collective Agreement. Upon return from leave of absence the participant shall receive full allowance and recognition for the experience and seniority he/she had when the Leave began.
- (b) The Teacher Funded Leave Plan shall be treated as a year's teaching experience for seniority purposes with the Board, but shall not entitle the teacher to increment for that year.

9. Termination

- (a) A participant may withdraw from the Plan at any time prior to the 15th day of March preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the participant within 60 days following delivery to the Director of Education of written notification of withdrawal.
- (b) A declaration of redundancy shall be deemed to be written notice of withdrawal, delivered to the Director of Education on the effective date of the redundancy.
- (c) In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within 60 days following the date of death. In case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within 60 days following the date of death.

ARTICLE VIII - BENEFITS (cont'd):

8.07 Benefit Plans (cont'd)

(11) Teacher Funded Leave Plan (cont'd)

10. Contract

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the Plan.

ARTICLE IX - SENIORITY:

- (1) For the initial two years of employment with the Board, a teacher will be on probation. The probationary period for a teacher with more than two (2) years of experience shall be one year.
- (2) In the case of dismissal of a probationary teacher the Board may apply a lower standard of cause.
- (3) The probationary period may, at the Board's discretion, not include any leave of absence in excess of twenty (20) consecutive teaching days including sick leave. The probationary period of service is deemed to include service as a long term occasional teacher if that service is continuous and immediately precedes a position in this bargaining unit.
- (4) Seniority means continuous years of employment (measured in full and partial years) with the Board or its predecessor Board(s).
- (5) A member of the bargaining unit returning to the Board after a period of absence of 2 years or less shall have all previous seniority with the Board recognized as continuous seniority after a period of 2 years.
- (6) Seniority shall not be accumulated but maintained while on unpaid leave.
- (7) The Board shall retain the right to maintain a sufficient number of Religious on staff in the system.

ARTICLE IX - SENIORITY (cont'd)

- (8) Where seniority in accordance with (4) is equal, the determining criteria shall be and in the following order:
 - (i) total years of teaching experience with the Board
 - (ii) total years of teaching experience in Ontario
 - (iii) total years of teaching experience
 - (iv) the greater number of calendar years in the continuous employ of the Board
 - (v) highest qualifications in accordance with Article III of this Agreement.
 - (vi) as determined by the Director.

- (9) The Board will publish a Seniority List by November 30th to be posted in each school. An updated list of those hired after the November 30 posting will be forwarded to the O.E.C.T.A. Executive by April 1 of each school year.

Each Seniority List shall provide, in decreasing order of seniority, the names of teachers, the dates of commencement of employment (first day worked) and the total seniority calculated in accordance with this Article.

- (10) Seniority will affect three areas, namely:
 - (i) redundancy
 - (ii) surplus transfers
 - (iii) recall.

ARTICLE X - REDUNDANCY and RECALL:

- (1) Where a system-wide reduction of teaching staff is necessary, reduction will be made on the following basis and in the following order:
 - (i) normal attrition
 - (ii) teachers on probation
 - (iii) teachers who have successfully completed their probationary period

ARTICLE X - REDUNDANCY and RECALL cont'd:

- (2) In the event that it becomes necessary for the Board to declare a teacher redundant to the system, their employment shall be terminated in accordance with the Seniority Clause as contained in Article IX provided that the Board can retain sufficient qualified teachers or those who can become qualified in each of the required positions. The Director shall notify the affected teachers in writing within 5 days of the Board's decision stating reasons necessary for the redundancy, with a copy to the local Executive of the O.E.C.T.A. Redundant teachers shall be placed on the Recall List.
- (3) No new teacher will be hired until such time as those teachers covered by this Agreement who have been declared redundant and who are qualified for the opening have been placed. Teachers shall be recalled from the Recall List in accordance with Article IX Seniority.
- (4) Where possible, redundant teachers shall be notified in writing by April 15, with a copy forwarded to the local Executive of the O.E.C.T.A.
- (5) No later than May 31, teachers who have been notified in accordance with item (d) and who have not been accommodated, shall be notified of the termination or layoff subject to this Article.
- (6) By June 5, the Board will provide the local O.E.C.T.A. Executive with a list of teachers so notified in accordance with the provisions of this Article.
- (7) A teacher shall have a right of recall for a period of up to three (3) years from the date of layoff. If a teacher is not recalled within three (3) years of layoff then the teacher shall be removed from the Seniority List and his/her employment shall be terminated.
- (8) Teachers on the Recall List shall be responsible for notifying the Human Resources Department, in writing, of any additional qualifications and/or any change of address or telephone number.

ARTICLE X - REDUNDANCY and RECALL (cont'd):

- (9) As regular positions become available they will be offered to teachers on the Recall List in direct order of seniority whereby the position is first offered to the most senior teacher on the Recall List. Any teacher so reinstated shall be given full recognition for seniority accumulated to the time of layoff and shall be reinstated in a manner such as to recognize all rights, privileges and advantages as if his/her employment with the Board had not been interrupted.
- (10) Where special qualifications are deemed necessary for certain positions and where no other teacher is qualified or can become qualified in accordance with Ministry standards, the Director may cause a variance from the order of seniority. The Director shall notify the local Executive of the O.E.C.T.A., in writing, stating the reasons necessary for the variance from policy, with a copy to the affected teachers.

ARTICLE XI - PERMANENT, PART-TIME TEACHERS:

A teacher employed by the Board on a part-time basis shall be given first consideration for a full-time position if one occurs, provided a written request is received by the Human Resources Department no later than the 1st day of March.

ARTICLE XII - JOB POSTINGS, SURPLUS TRANSFERS and ADMINISTRATIVE TRANSFERS:

Job Postings

- 1. The Board shall post all new or vacant teaching positions at least ten (10) working days prior to external advertising.
- 2. New or vacant positions shall be filled from within the system, provided that there are applicants qualified for the position to be filled, prior to the hiring or placement of new staff. Applicants shall include any teacher who has submitted to the Board a request to transfer to a posted position. Where there is more than one applicant from within the system, the applicant with the most seniority (as defined in Article IX) who has the qualifications as per the Education Act and Regulations for the position, shall be given the position, commencing the beginning of the next school year.

ARTICLE XII - JOB POSTINGS, SURPLUS TRANSFERS and
ADMINISTRATIVE TRANSFERS (cont'd):

Job Postings

3. A position created or filled after September 15th of any school year shall be considered vacant for the following school year, unless filled in accordance with paragraph 2 above.
4. When a new or vacant Position of Responsibility is created after the commencement of the school year, the following procedure shall be utilized:
 - a) that the position will be posted immediately for effective fulfillment September 1 of the following year;
 - b) that the position will be filled internally during the current year as a temporary appointment not to exceed June 30th of the school year.

Surplus Transfers

When a teacher is surplus in a school, but not redundant to the system, the least senior teacher (as defined in Article IX) in the school will be transferred from that school to another within the system provided the remaining senior teachers have sufficient qualifications and characteristics of position with regard to subject and/or level and provided the needs of the system, students and teachers are met. Notwithstanding the preceding provision, the teacher to be transferred may be identified by mutual agreement among the teacher, principal and Superintendent.

Notification of Surplus Transfer

- (i) The Board shall endeavour to notify transferees from one municipality to another in writing by April 30, and where possible by April 15.
- (ii) The Board shall endeavour to notify all other teaching personnel of transfers by June 15, and where possible by May 15.
- (iii) September transfers due to fluctuation in student population will be completed by the end of the second school week in September.

ARTICLE XII - JOB POSTINGS, SURPLUS TRANSFERS and
ADMINISTRATIVE TRANSFERS (cont'd):

Notification of Surplus Transfer

- (iv) The Board will ensure that a teacher so transferred shall not be forced to transfer again for a period of two (2) years, unless by mutual consent.

Administrative Transfers

When a teacher is to be transferred from one school to another within the system for reasons other than being surplus to a school, the Board may initiate such transfer where the needs of the system, students and teachers or characteristics of position with regard to subject and/or level require the transfer. Before making such a transfer, the Board shall give consideration to as to whether the criteria above can be satisfactorily accommodated by the transfer of the least senior qualified teacher.

The Board shall also be entitled to effect administrative transfers in other circumstances as long as the transfer is not punitive in nature. Teachers who are subject to an administrative transfer shall not be subject to a further administrative transfer for a period of two (2) years. Teachers to be transferred under this provision from a school in one municipality to another shall be notified, in writing, by April 30, and where possible, by April 15.

Teachers to be subject to an administrative transfer shall, upon request, be given the reasons for such transfer in writing. Prior to transfer the teacher may request a meeting, accompanied by an Association representative, with the Principal and appropriate Supervisory Officer.

If the teacher is not satisfied with the necessity and fairness of the transfer, he/she may appeal to the Director.

If the teacher is not satisfied with the Director's decision and believes the transfer is unfair, arbitrary or discriminatory, he/she may grieve the transfer.

ARTICLE XIII- MOVING AND TRAVELLING PAYMENT:

If a teacher who is under permanent contract with the Board at the time of the notification of transfer is transferred at the Board's initiative and is required to travel a distance of 32 kilometres or more one way, he/ she shall be paid a travelling allowance in accordance with Board Policy for a period of 1 year.

The "distance of 32 kilometres or more one way" shall be additional to what he/she is already travelling to his/ her assigned employment location at the time of notification of transfer.

If the transferee chooses to move to the location of his/ her new posting, the Board will assume the actual haulage costs.

ARTICLE XIV- GRIEVANCE PROCEDURES:

It is the mutual desire of the Board and the Association that all complaints and grievances shall be adjusted as quickly as possible.

A grievance is defined as a difference or dispute of this Agreement which concerns one (1) or more teachers and relates to the interpretation, application or administration of this Agreement. A claim of unjust discharge or discipline by a teacher shall also be subject to the Grievance and Arbitration Procedures as set forth in the Collective Agreement.

In this Article, "immediate supervisor" shall mean principal or superintendent or designate, whichever is the immediate supervisor of the complainant.

It is understood that a teacher has no grievance until the teacher has first given his/her immediate supervisor an opportunity to adjust the complaint. A complaint involving the interpretation or alleged violation of this Agreement shall first be discussed by the teacher with his/her immediate supervisor within seven (7) days of the date the teacher becomes aware of the circumstances giving rise to the complaint. The immediate supervisor shall respond orally to the complaint within five (5) days of receiving it.

Should the teacher be dissatisfied with the immediate supervisor's disposition of the complaint, the teacher may, with the assistance of up to three (3) Branch Affiliate representatives, take the matter up as a grievance in the following manner:

ARTICLE XIV- GRIEVANCE PROCEDURES (cont'd):

The Unit may file a grievance on behalf of the Branch Affiliate, or a group of members of the Branch Affiliate, that relates to the interpretation, application or administration of this Agreement. A grievance filed by the Unit shall commence at Step I of the grievance procedure.

Step I

The teacher shall take the matter up with the Superintendent of Schools/Human Resources, or designate, by submitting a concise statement of the facts complained of and the redress sought.

The Superintendent of Schools/Human Resources, or designate, shall arrange a meeting to discuss the grievance within five (5) days of receipt of the letter of grievance. The Superintendent of Schools/Human Resources, or designate, shall give a written reply to the grievance within five (5) days after the meeting.

Step II

Failing satisfaction with the reply in Step I above and within five (5) days of receipt of the reply the grievor may refer the grievance to the Director of Education, or designate.

The Director of Education, or designate, shall arrange a meeting to discuss the grievance within five (5) days of receipt of the grievor's request to proceed to Step II. The Director of Education, or designate, shall give a written reply to the grievance within five (5) days after the meeting.

ARBITRATION

- (a) In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within 10 days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred to a Board of Arbitration.
- (b) The notice submitting to arbitration shall contain the name of the appointee to the Arbitration Board of the party making the submission. The recipient of the notice shall, within 10 days of receipt of the notice, inform the other party in writing of the name of its appointee to the Arbitration Board. The 2

appointees so selected shall, within 10 days of the appointment of the second of them, appoint a third person who shall be chairman. If the recipient of the notice fails to appoint an appointee, or if the 2 appointees fail to agree upon a chairman within the time limited, then in either such case, the appointment

ARTICLE XIV- GRIEVANCE PROCEDURES (cont'd):

shall be made by the Education Relations Commission upon the request of either party. No person may be appointed to the Arbitration Board who has participated directly in an attempt to settle the grievance.

- (c) The Arbitration Board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the chairman governs.
- (d) The Arbitration Board established as above, shall decide the grievance submitted to it, any related question, including any questions as to whether a matter is arbitrable, but shall have no power to alter, modify or amend this Agreement, nor make any decision inconsistent therewith.
- (e) Each party shall pay the cost of its own appointee to the Arbitration Board, and the parties shall share equally the cost of the chairman.
- (f) Each party may be represented at the Arbitration by a representative of its choice.
- (g) Unless otherwise specifically provided, any notice required to be sent herein may be sent by prepaid registered or certified mail to the parties at their respective mailing addresses.
- (h) The term "days" when used in this Article shall mean Monday to Friday inclusive throughout the year including July and August, but excluding school holidays as defined by the Ministry of Education in the Education Act, R.S.O., 1980, Chapter 129.
- (i) Any time limits fixed by this Article for the taking of action by either party or by any teacher may, at any time, be extended by agreement of the representatives of the parties involved.

ARTICLE XV - RE-OPENER CLAUSE:

This Agreement may be re-opened by mutual consent of the Board and the teachers on those items mutually agreed to.

ARTICLE XVI - TEACHERS' PERSONAL FILES:

Upon request, an individual teacher may review the contents of his/her personal file and obtain copies of any information contained therein. Requests for reviewing contents of files shall be made through the office of the Director of Education.

ARTICLE XVII - RELEASE TIME FOR O.E.C.T.A. PERSONNEL:

- (1) The Unit President of O.E.C.T.A. shall receive full-time leave for the conducting of Unit business. Salary, benefits, seniority and experience will not be affected by this leave. Personal Leave shall not be deducted. The Board will invoice the Unit for 100 per cent of the costs of the leave.

The Board shall, upon written request of the Unit Executive, remit to the Unit the total value of the Unemployment Insurance contribution overpayments due to its members to defray the cost of such release time.

- (2) The Local Collective Bargaining Officer shall receive 50 per cent leave per year for the performance of duties related to the Collective Agreement. A Supervisory Officer, in consultation with the principal and Local Collective Bargaining Officer, shall determine the scheduling of the leave. Salary, benefits, seniority and experience will not be affected by this leave. Personal Leave shall not be deducted. The Board will invoice the Unit for 100 per cent of the costs of the leave.
- (3) The Unit Treasurer shall be given 1 day's leave per month, upon request. The Board will invoice the Unit for a percentage of the teacher's annual salary times the number of days used. The percentage shall be the number of school days on which the teacher was on leave, divided by 194 days. Salary, benefits, seniority and experience shall not be affected by this leave. Personal Leave shall not be deducted.
- (4) The Board shall, upon written request of the Unit Executive, collect a levy of \$10.00 plus .125 per cent of each teacher's annual salary in 2 equal instalments, the first pay in November and the first pay in February. This shall be remitted by the Board to the Unit.

ARTICLE XVIII - PREPARATION AND PLANNING TIME:Elementary School Teachers

- (a) All full-time teachers from Junior Kindergarten to Grade 8 shall be granted a minimum of 160 minutes per week for the purpose of preparation, planning and evaluation during the regular instruction time.
- (b) Where teachers have more than the minimum of 160 minutes per week they may be assigned other duties by the principal with the exception of teaching a regular period in a regular classroom or a Special Education classroom.
- (c) When teachers do not receive the full preparation and planning time, unless due to an extraordinary school activity, the time shall be banked. When this banked time equals half of the length of the regular daily instructional time for the school to which the teacher is assigned, the teacher shall be entitled to be relieved by a supply teacher and spend banked instructional time in the school preparing and planning.
- (d) The teacher, under the direction of the principal, shall be responsible for planning for the supply teacher and booking of the supply teacher for the upcoming preparation and planning day.
- (e) In addition to the preparation, planning and evaluation time contained in (a) above, full-time elementary teachers will be given two (2) half (1/2) days of preparation, planning and evaluation time on Professional Development days selected by the Board.

Teaching Load: French Immersion Relief Teachers

Where a French Immersion relief teacher is to be assigned to teach more than 3 subjects, the Director's approval is required.

Secondary School Teachers

Full-time classroom secondary school teachers shall be assigned thirteen (13) out of sixteen (16) teaching instructional periods in accordance with section 170.2 of the Education Act over the two (2) years of the collective agreement.

ARTICLE XVIII - PREPARATION AND PLANNING TIME (cont'd):

Secondary School Teachers (cont'd):

In each two (2) week period 50% of the periods for preparation and planning time shall be free of on-call. An on-call is considered to be a forty (40) minute period. On-calls will be assigned by the principal on an equitable basis.

Those teachers with an assignment of four (4) teaching instructional periods shall not be assigned any supervisory duties during that semester unless there is not a teacher in the same school with an assignment of less than four (4) teaching instructional periods available for assignment.

ARTICLE XIX - LUNCH TIME SUPERVISION:

Every teacher shall receive a minimum of 40 uninterrupted minutes for lunch during the regularly scheduled lunch period.

The Board shall continue to provide daily paid lunch time supervision at least equivalent to the total of such supervision provided in the 1988-89 Collective Agreement.

The Director shall have the power to redistribute this total lunch time supervision to best serve the needs of the system.

ARTICLE XX - STAFF ALLOCATION COMMITTEE:

A Staff Allocation Committee, consisting of 3 representatives each from (a) the Local Bargaining Unit and (b) the administration and the trustees, shall meet at regular intervals during the life of this Collective Agreement.

The Committee shall examine issues related to the allocation of teacher staffing within and for the schools under the Board's jurisdiction.

The Committee shall report to both parties (the Board and O.E.C.T.A.) by March 31 of each year with recommendations for the following school year.

ARTICLE XXI - CONTINUATION OF CONTRACT
DURING PREGNANCY:

The Board shall continue a teacher's contract during that portion of a teacher's pregnancy preceding the utilization of the statutory PREGNANCY AND PARENTAL LEAVE, provided in the EMPLOYMENT STANDARDS ACT, R.S.O., 1980, Chapter 137.

ARTICLE XXII - O.E.C.T.A. EXECUTIVE APPOINTEES TO THE
BOARD'S PROFESSIONAL DEVELOPMENT COMMITTEE:

The Board grants the O.E.C.T.A. Executive the right to appoint 2 members of O.E.C.T.A. to the Board's Professional Development Committee.

ARTICLE XXIII - STAFFING PROVISIONS:

Principals, with their school staffs, will formulate a staffing plan for their individual schools. Such school organization plans will be submitted to the Director for final review and approval. The Director shall present the school organization plans to the Staff Allocation Committee for its review. Submissions to the Director shall be by May 1 of each year.

ARTICLE XXIV - ACCESS TO INFORMATION:

All members of the P.V.N.C. Unit authorize the Board to provide the O.E.C.T.A. Unit Teacher Welfare Officer with personal salary information. The Board agrees to provide the Unit Teacher Welfare Officer with the personal salary information as allowed under the Municipal Freedom of Information and Protection of Privacy Act.

ARTICLE XXV - ASSOCIATION REPRESENTATION ON COMMITTEES

Where the Board establishes a committee requiring teacher representation, the teacher member(s) shall be appointed by the Unit Executive.

ARTICLE XXVI - ASSOCIATION REPRESENTATION at DISCIPLINARY
MEETINGS

The Board recognizes the right of members of the bargaining unit, upon the

request, to have Association representation at disciplinary meetings with Board Administration.

ARTICLE XXVII - PROFESSIONAL TEACHER QUALIFICATIONS

All persons employed as teachers shall possess professional teacher qualifications recognized by the Ministry of Education and Training, the Qualifications Evaluation Council of Ontario, and the Ontario College of Teachers.

LETTER OF INTENT

The Board will undertake to participate in a committee consisting of 2 members of the Board's Salary Committee, 2 members of the Teachers' Negotiating Committee and the Director of Education, or his/her designate, which shall meet once in each term of the school year, or when the need arises, to discuss any concern as put forth from the system.

LETTER OF INTENT

The Board and O.E.C.T.A. agree to participate on a committee to review and if necessary revise, the Board's current Sexual Harassment Policy and Procedure (dated February 1988). The committee shall report its recommendations to the Board by November 30, 1994.

LETTER OF UNDERSTANDING - ON CALLS

On call may be used for coverage of absent teachers or other supervisory duties assigned by the Principal.

LETTER OF UNDERSTANDING - ASSIGNMENT of ON-CALLS

Principals will make every reasonable effort not to assign on-calls in a semester to teachers who are assigned to teach four periods in a semester during that same school year.

LETTER OF INTENT - HEADS of ORGANIZATIONAL UNITS

The Board and O.E.C.T.A. agree to establish a Committee to review and make recommendations regarding the Heads of Organizational Units for Secondary School Departments. The Committee shall consist of up to four members appointed by Administration and four members appointed by the O.E.C.T.A. Executive. The Committee's recommendations shall be submitted to the Board of Trustees.

Refer to Article 1.05.

LETTER OF INTENT - EVALUATION PROCEDURE

The Board and O.E.C.T.A. agree to establish a Committee to review and make recommendations to the Board regarding the existing teacher evaluation procedure. The Committee shall consist of up to four members from Administration and four members from the O.E.C.T.A. Executive. The Committee's recommendations shall be submitted to the Board of Trustees.

The parties agree that the following terms of reference shall be submitted to the Committee to assist in its deliberations. The provisions are not binding on the Committee or exhaustive of the matters which may be considered.

- (a) The evaluation of a teacher shall be conducted in accordance with Board Policy.
- (b) No member of the bargaining unit shall participate in the evaluation of another member.
- (c) The purposes of evaluation are:
 - (1) to affirm work well done
 - (2) to assist the teacher in the delivery of the program
 - (3) to provide for professional and career growth
 - (4) to identify strengths and, where necessary, improve areas of weakness
- (d) The evaluation shall be conducted in the following manner:
 - (1) five (5) days notice to the teacher of the evaluation date and time
 - (2) pre-conference with teacher to discuss criteria
 - (3) post-conference within five (5) days with the teacher to discuss observations
 - (4) written report with five (5) days of the post-conference
- (e) The teacher may append comments to the evaluation report and shall have the right to independent evaluator, where there is a disagreement with respect to the evaluation.

LETTER OF INTENT: ALL DAY KINDERGARTEN

O.E.C.T.A. will report to the Education Committee on the impact of All Day Kindergarten on program, delivery, working conditions and supervision.

LETTER OF INTENT

The Board will use its best efforts to ensure that the assignment of teaching load, class size, teaching time, supervision duties, and other related assignments will be done in a fair and equitable manner for all teachers.

LETTER OF UNDERSTANDING

In the event that the funding model or its application changes to allow the Board to provide a decreased work load or salary increase, the parties will meet to discuss possible changes to the collective agreement.

LETTER OF UNDERSTANDING

It is not the intent of the Board to extend the school year during the term of this Agreement unless required to do so by Ministry directive, statute or regulation.

The parties to this Agreement represented in negotiations by the following:

Teachers

Miss. P. Bell
 Mrs. P.A. Bronson
 Mr. P. Crowley
 Mr. M. Gorman
 Mr. P. McCabe - Chairperson
 Mrs. P. Murtha
 Mr. D. Spence

Trustees

Mrs. C. Burke
 Mr. B. Moher
 Mr. J. Neal
 Mr. F. Flagler - Chairperson

hereby agree, one with the other, to abide with the articles of this Agreement in the Separate Schools of the Counties of Peterborough Victoria Northumberland & the Municipality of Clarington for a period from September 1, 1998 to August 31, 2000 inclusive.

Dated at Peterborough, Ontario this 7th day of January 1999.

SIGNED: _____ SIGNED: _____

Mrs. Caroline Burke
 Board Chairperson
 Peterborough Victoria
 Northumberland &
 Clarington Catholic District
 School Board

Mr. P.C. McCabe
 Chairperson
 L.C.B.C., O.E.C.T.A.
 Peterborough Victoria
 Northumberland &
 Clarington Unit

SIGNED: _____ SIGNED: _____

Mr. Frank Flagler
 Chairperson - Human Resources
 Committee
 Peterborough Victoria
 Northumberland &
 Clarington Catholic District Clarington Unit
 School Board

Miss. Patricia Bell
 President
 O.E.C.T.A.
 Peterborough Victoria
 Northumberland &

**PETERBOROUGH-VICTORIA-
NORTHUMBERLAND & NEWCASTLE**

ROMAN CATHOLIC SEPARATE SCHOOL BOARD

**ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION,
PETERBOROUGH, VICTORIA, NORTHUMBERLAND AND
NEWCASTLE UNIT**

PAY EQUITY PLAN

A. Establishment

1. The Peterborough-Victoria-Northumberland and Newcastle Roman Catholic Separate School Board (hereinafter called the Board).

This Plan refers to all locations of the Board.

B. Pay Equity Group (Jobs Covered by This Plan)

1. All employees/positions in the Ontario English Catholic Teachers' Association (O.E.C.T.A.) employed by the Board in both the elementary and the secondary affiliates.

C. Job Classes Which Formed the Basis of Comparison

2. Classroom on-grid teachers in both the Elementary Panel (Categories D, C, B, A1, A2, A3 and A4) and the Secondary Panel (Category C, Category B, Category A1, Category A2, Category A3, Category A4) constitute 13 job classes.

2. Teachers in Positions of Responsibility:

Elementary Principal	Department Head - Major
Secondary Principal	Department Head - Minor
Elementary Vice-principal	Assistant Department Head
Secondary Vice-principal	Co-ordinator
Consultant	Assistant Consultant
Teacher in Charge	

constitute 11 job classes

.../2

3. Job classes consisting of Categories D, C, B, A1, A2, A3 and A4 in the elementary branch affiliate and Categories C and B in the secondary branch affiliate are agreed as being FEMALE JOB CLASSES pursuant to the provisions of the PAY EQUITY ACT, S. 1(5).
4. The job classes of Categories A1, A2, A3 and A4 in the secondary branch affiliate are agreed as being MALE JOB CLASSES pursuant to the PAY EQUITY ACT, S. 1(5).
5. Job classes consisting of Elementary Principal, Secondary Principal, Elementary Vice-principal, Secondary Vice-principal and Assistant Department Head are agreed as being MALE JOB CLASSES pursuant to the PAY EQUITY ACT, S. 1(5).
6. The job classes of Co-ordinator, Consultant, Department Head - Major, Department Head - Minor, Assistant Consultant and Teacher in Charge are agreed as being GENDER NEUTRAL pursuant to the PAY EQUITY ACT, S. 1(5).

D. Method of Comparison

1. The basis of comparison used to compare the jobs within the bargaining unit was:

skill and qualifications
 responsibility
 effort
 working conditions.

2. The results of the job comparison were as follows:

<u>Job Class</u>		<u>Comparison</u>	<u>Pay Equity Adjustment</u>
Elementary	A4	Secondary A4	None
Elementary	A3	Secondary A3	None
Elementary	A2	Secondary A2	None
Elementary	A1	Secondary A1	None

<u>Job Class</u>	<u>Comparison</u>	<u>Pay Equity Adjustment</u>
Secondary C	Secondary A1	*
Secondary B	Secondary A1	*
Elementary D	Secondary A1	*
Elementary C	Secondary A1	*
Elementary B	Secondary A1	*

* The parties to this Plan have agreed to Pay Equity adjustments for the job rates for all elementary and secondary teachers in Categories D, C and B, as follows:

PART I - ADJUSTMENTS

PART II - IMPLEMENTATION

PART I - ADJUSTMENTS

Pursuant to the terms of this Pay Equity Plan between the Board and the elementary and secondary branch affiliates of the O.E.C.T.A. , Peterborough, Victoria, Northumberland and Newcastle Unit, the following changes will be made to the Collective Agreement between the Board and O.E.C.T.A.

1. Categories D, C and B (referred to as Levels 1, 2 and 3) in the Basic Salary Grid or Scales of the Collective Agreement in effect on January 1,1990, shall be eliminated and replaced by Category A.
2. The number of experience steps in Category A shall be one step longer than in Category B (referred to as Level 3). This step shall be known as the ULTIMATE step. The salary level at all experience steps except the ULTIMATE step will be 94 per cent of the corresponding experience step in Category A1. The salary level at the ULTIMATE step in Category A shall be equal to 100 per cent of maximum of Category A1.

-4-

3. As the result of the implementation of this Pay Equity Plan, all teachers formerly in Category D, C or B shall move to their actual experience step in Category A, but shall NOT move beyond the penultimate experience step (i.e. the 11th year of experience) of Category A, EXCEPT as follows:
 - (i) A teacher who has, under the terms of the Collective Agreement, qualified to move into Category A1, A2, A3 or A4, shall do so;
 - (ii) A teacher who has successfully completed the course requirements indicated below in (a), (b) or (c) shall move to the maximum of Category A on September 1 or January 1 provided course requirements are completed before September 1 or January 1, respectively. No acceptable course shall be included which has been used in any way whatsoever by the teacher for category placement or other salary purposes under the terms of the Collective Agreement. Movement shall take place as follows:
 - (a) in the case of a teacher qualified in accordance with the Collective Agreement to be placed in Category B (i.e. Level 3), FIVE acceptable courses, at least 4 of which must have been completed since January 1, 1990;
 - (b) in the case of a teacher qualified in accordance with the Collective Agreement to be placed in Category C (i.e. Level 2), SEVEN acceptable courses, at least 5 of which must have been completed since January 1, 1990;
 - (c) in the case of a teacher qualified in accordance with the Collective Agreement to be placed in Category D (i.e. Level 1), NINE acceptable courses, at least 6 of which must have been completed since January 1, 1990.

Acceptable courses shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for category placement under the terms of the Collective Agreement.

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4. On each September 1, a teacher who would have been placed in the former Category D, C or B (i.e. Level 1, 2 or 3) prior to the execution of this Pay Equity Plan, shall be placed in his/her actual experience step in Category A but shall NOT move to the ULTIMATE experience step in Category A except as outlined in 3 (ii) above.

PART II - IMPLEMENTATION

Year ONE of Pay Equity Implementation

January 1, 1990 - All teachers in Category D will be paid according to the salary schedule Category PRE-DEGREE 1.

Category PRE-DEGREE 1 will equal 97 per cent of Category C at each step from 0 to 10 years.

Year TWO of Pay Equity Implementation

January 1, 1991 - All teachers in Category D (known as PRE-DEGREE 1 after January 1, 1990) AND Category C will be paid according to the salary schedule PRE-DEGREE 2.

Category PRE-DEGREE 2 will equal 95 per cent of Category B at each step from 0 to 11 years.

All teachers in Category B will be paid according to the salary schedule CATEGORY A.

CATEGORY A will equal 91.75 per cent of Category A1 at each step from 0 to 11 years.

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Year THREE of Pay Equity Implementation

January 1,1992 - All teachers in Categories D, C and B (designated as PRE-DEGREE 1, PRE-DEGREE 2 and CATEGORY A after January 1,1991) will be paid according to the salary schedule CATEGORY A.
CATEGORY A will equal 94 per cent of Category A1 at each step from 0 to 11 years.

CATEGORY A will include an ULTIMATE step at year 12 of experience. The ULTIMATE step in Category A will always equal 100 per cent of the maximum of Category A1.

- E.
1. Any teacher in the Pre-degree Categories (i.e. currently Category D, Category C or Category B to be renamed under this Plan as PRE-DEGREE 1 or PRE-DEGREE 2 or CATEGORY A) who retires after January 1, 1990 AND during the implementation stages of this agreement, shall be considered to have retired under the terms of the final year of implementation of this Plan and shall be paid upon retirement at the percentage rate of Category A1, retroactive to January 1, 1990, which corresponds to his/her Pre-degree experience level.
 2. As a result of these pay equity adjustments, pay equity will have been achieved for the group in this Plan.

3. The payments made in accordance with this Pay Equity Plan shall not be costed in SBTCNA negotiations in any year of its implementation.
4. This Plan will be posted in accordance with the Pay Equity Act on or before April 25, 1991.

F. Signatures

FOR THE BOARD: FOR THE BRANCH AFFILIATES:

DATE: June 25, 1991

**PETERBOROUGH VICTORIA NORTHUMBERLAND & CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD**

PETER L. ROACH CATHOLIC EDUCATION CENTRE
1355 LANSDOWNE STREET WEST
PETERBOROUGH, ONTARIO, K9J 7M3

(705) 748-4861
1-800-461-8009
FAX (705) 748-9734

O.E.C.T.A. - P.V.N.C. UNIT OFFICE

421 WATER STREET, SUITE 4
PETERBOROUGH, ONTARIO K9H 3L9

(705) 742-7843
FAX (705) 742-8599

OTHER IMPORTANT TELEPHONE NUMBERS

O.E.C.T.A. Provincial Office	1-800-268-7230
Ontario College of Teachers	1-888-534-2222 1-416-961-8800
Ontario Teachers' Pension Plan Board	1-800-268-6612

Qualifications Evaluation Council of Ontario (QECCO)	(416) 323-1969 1-800-385-1030
Buffett Taylor and Associates (Health Benefits)	(905) 666-1300 1-800-263-2670
C.J. Brown & Associates (Employee Assistance Plan)	(905) 571-2292 (Collect Calls Accepted) 1-800-461-2292

SCHOOLS (1998/99)

ELEMENTARY TELEPHONE	PRINCIPAL	NUMBERS
St. Catherine, Peterborough	(705) 742-6109	N. McCarthy
St. Joseph's, Douro	(705) 652-3961	M. Lopez
St. Paul's, Norwood	(705) 639-2191	K. Reeves
St. Paul's, Lakefield	(705) 745-0040	S. Musclow
St. Martin's, Ennismore	(705) 292-8997	M. Burnie
Immaculate Conception, Peterborough	(705) 745-6777	K. McFadden
Sacred Heart, Peterborough	(705) 743-3828	K. Procyk
St. Alphonsus', Peterborough	(705) 742-0594	D. Godin
St. Anne's, Peterborough	(705) 742-3342	T. Ball
St. John's, Peterborough	(705) 745-4113	C. Ashton
St. Patrick's, Peterborough	(705) 742-9801	G. Reeves
St. Paul's, Peterborough	(705) 742-2991	J. Byrnes
St. Peter's, Peterborough	(705) 742-6411	P. Lattanzio
St. Teresa's, Peterborough	(705) 745-0332	B. Gleeson
St. Mary's, Campbellford	(705) 653-1370	D. Conway
Msgr. Leo Cleary, Courtice	(905) 433-0331	D. Gash
Mother Teresa, Courtice	(905) 433-5512	S. Vanderkwaak
St. Joseph's, Cobourg	(905) 372-6879	J. O'Sullivan
St. Michael's, Cobourg	(905) 372-4391	M. Brown
St. Mary's, Grafton	(905) 349-2061	V. Neheli
St. Anthony's, Port Hope	(905) 885-4583	P. Therrien
St. Mary's, Port Hope	(905) 885-6481	L. Bizero
St. Joseph's, Bowmanville	(905) 623-5151	L. Ferguson
St. Elizabeth, Bowmanville	(905) 697-9155	C. McGuire

St. Stephen's, Bowmanville	(905) 623-3202	C. Williamson
St. Francis of Assisi, Newcastle	(905) 987-4797	B. Dwyer
Pope John Paul II, Lindsay	(705) 324-7745	J. Hough
St. Dominic, Lindsay	(705) 878-3660	H. Armstrong
St. Mary's, Lindsay	(705) 324-3113	T. Armstrong
St. John's, Kirkfield	(705) 438-3181	J. Hough
St. Luke's, Downeyville	(705) 799-5265	R. Brooks

SECONDARY

Holy Cross, Peterborough	(705) 748-6664	M. Nolan
St. Peter's, Peterborough	(705) 745-1358	J. Mackle
St. Mary's, Cobourg	(905) 372-4339	E. O'Sullivan
St. Stephen's, Bowmanville	(905) 623-3990	M.C. Kelly

UNIT OFFICERS - 1998/99

President	Patricia Bell	O.E.C.T.A.-PVNC Unit Office
Past President	Paul Sullivan	St. Peter's Secondary
1st Vice President	Mike Gorman	Holy Cross Secondary
2nd Vice President	Patty-Anne Bronson	Immaculate Conception
Treasurer	Elio Cozzarini	St. Peter's Secondary
Recording Secretary Bowmanville	Nicole McGill Cumby	St. Elizabeth,
Corresponding Secretary	Marcelle Mundell	St. Paul's, Lakefield
Councillors		
Peterborough	Mary Jo Jones	St. Anne's, Peterborough
Peterborough	Tony Higgins	Immaculate Conception
Victoria	Sean Kirley	St. Mary's, Lindsay
Northumberland	Paul Crowley	St. Mary's Secondary
Clarington	Dean Spence	St. Mary's Secondary
Collective Bargaining Officer	Phil McCabe	

BOARD TRUSTEES (Jan.1/99 - Dec.31/99)

Burke, Caroline <i>(Chairperson)</i>	Clarington	(905) 623-0386
Moher, Brendan <i>(Vice-Chairperson)</i>	City of Peterborough	(705) 749-3647
Benninger, Donald	County of Peterborough	(705) 292-8424
Brahaney, Eugene	Northumberland County	(705) 639-1039
Corkery, Lorne	City of Peterborough	(705) 742-6568
Flagler, Francis	Victoria County	(705) 799-6189
Neal, Joseph	Municipality of Clarington	(905) 436-9445