

COLLECTIVE AGREEMENT

between the



**Peterborough Victoria Northumberland and Clarington
Catholic District School Board**

(hereinafter called "the Board")

and the



**Ontario English Catholic Teachers' Association
Peterborough Victoria Northumberland and Clarington Unit**

(hereinafter called "OECTA")

EFFECTIVE FROM

SEPTEMBER 1, 2002 to AUGUST 31, 2004

www.pvnccdsb.on.ca
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COLLECTIVE AGREEMENT

between the

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

(hereinafter called "the Board")

and the

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

(hereinafter called "OECTA")

PREAMBLE/INTRODUCTION

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;

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 (OECTA) 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 Curriculum Chairs, 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.

ARTICLE I - RECOGNITION (cont'd):

- 1.05 The designations for positions of responsibility, which were in effect during the 2001-2002 school year, shall be maintained during the life of this agreement.

Although the Board has the sole right to create or designate a new position of responsibility not covered by this agreement, to be filled by a teacher who comes within the scope of this Collective Agreement, it is agreed that the Branch Affiliate shall be notified and consulted with respect to the salary and additional allowance, if applicable, for such position prior to the new position being posted.

- 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, 2002, and ending on August 31, 2004, 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) 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.
- (c) The placement of Teachers on the basic salary scale shall be determined in accordance with the Teacher's Qualification Evaluation Programme 5, (hereinafter referred to as "QECO"), except for those teachers noted above.
- (d) No teacher in the employ of the Board prior to September 1, 2001, who was evaluated correctly for placement on the Basic Salary Scale under a process of evaluation

in effect prior to the introduction of QECO Programme 5 shall have her/his placement reduced because of QECO Programme 5.

Note: Evaluations under Programme 4 are available until September 01, 2004.

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 & Training for admission to a Faculty of Education in Ontario shall be recognized as equivalent to a BA Degree.
- 4.04 Only those university courses recognized by the Ministry of Education & Training 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.
- 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 At the time of hiring, the Board shall notify the teacher of the related experience recognition available to teachers. The teacher shall submit documentation of the related experience

within sixty (60) days of the commencement of employment.

The number of years of acceptable related experience, to a maximum of 8, must be agreed upon in writing.

- 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.

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

- 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 The Board shall endeavour to distribute a copy of this Agreement to each teacher in the employ of the Board within thirty (30) days of ratification.
- 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 1st 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.
- 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, 2002, to January 31, 2003

<u>Yr. of Exper.</u>	<u>Level A</u>	<u>Pre-degree</u>		<u>Level A3</u>	<u>Level A4</u>	<u>Yr. of Exper.</u>
		<u>Level A1</u>	<u>Level A2</u>			
0	30172	32097	33329	36041	37272	0
1	32131	34181	35569	38639	40151	1
2	34089	36264	37808	41238	43030	2
3	36048	38348	40048	43836	45909	3
4	38006	40432	42288	46434	48788	4
5	39965	42516	44528	49033	51667	5
6	41923	44599	46767	51631	54545	6
7	43882	46683	49007	54230	57424	7
8	45840	48767	51247	56828	60303	8
9	47799	50851	53487	59426	63182	9
10	49757	52934	55726	62025	66061	10
11	51716	55018	57966	64623	68940	11
		55018				

Basic Salary Scale - February 1, 2003, to August 31, 2003

<u>Yr. of Exper.</u>	<u>Level A</u>	<u>Pre-degree</u>		<u>Level A3</u>	<u>Level A4</u>	<u>Yr. of Exper.</u>
		<u>Level A1</u>	<u>Level A2</u>			

0	30715	32675	33929	36690	37943	0
1	32709	34796	36209	39335	40874	1
2	34703	36917	38489	41980	43804	2
3	36696	39039	40769	44625	46735	3
4	38690	41160	43049	47270	49666	4
5	40684	43281	45329	49915	52596	5
6	42678	45402	47609	52561	55527	6
7	44672	47523	49889	55206	58457	7
8	46666	49644	52169	57851	61388	8
9	48659	51766	54449	60496	64319	9
10	50653	53887	56729	63141	67249	10
11	52647	56008	59009	65786	70180	11
		56008				

ARTICLE VII - SALARY SCHEDULE: (cont'd)

7.01 Basic Salary Scale - September 1, 2003, to January 31, 2004

<u>Yr. of Exper.</u>	<u>Level A</u>	<u>Pre-degree</u>				<u>Yr. of Exper.</u>
		<u>Level A1</u>	<u>Level A2</u>	<u>Level A3</u>	<u>Level A4</u>	
0	31253	33247	34523	37332	38607	0
1	33282	35405	36843	40023	41589	1
2	35310	37564	39163	42715	44571	2
3	37339	39722	41483	45406	47553	3
4	39368	41880	43803	48098	50535	4
5	41396	44038	46123	50789	53517	5
6	43425	46197	48442	53481	56499	6
7	45453	48355	50762	56172	59481	7
8	47482	50513	53082	58864	62463	8
9	49511	52671	55402	61555	65445	9
10	51539	54830	57722	64247	68427	10
11	53568	56988	60042	66938	71409	11
	56988					

Basic Salary Scale - February 1, 2004, to August 31, 2004

<u>Yr. of</u>	<u>Pre-degree</u>					<u>Yr. of</u>
	<u>Level</u>	<u>Level</u>	<u>Level</u>	<u>Level</u>	<u>Level</u>	

<u>Exper.</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>	<u>Exper.</u>
0	31722	33746	35041	37892	39186	0
1	33781	35937	37396	40624	42213	1
2	35840	38127	39750	43356	45239	2
3	37899	40318	42105	46087	48266	3
4	39958	42509	44460	48819	51293	4
5	42017	44699	46815	51551	54320	5
6	44077	46890	49169	54283	57346	6
7	46136	49080	51524	57015	60373	7
8	48195	51271	53879	59747	63400	8
9	50254	53462	56234	62478	66427	9
10	52313	55652	58588	65210	69453	10
11	54372	57843	60943	67942	72480	11
	57843					

ARTICLE VII - SALARY SCHEDULE: (cont'd)

7.02 Allowances Over and Above Basic Salary Scale for Responsibility

All allowances are in addition to the individual's placement on the Basic Salary Scale according to his/her own category and experience.

Advertisement for positions of responsibility will include the term of the appointment, plus a description of the necessary qualifications and experience for each position.

(a) Consultant

Effective September 1, 2000, 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.

The annual salary allowance for a consultant for the period September 1, 2002 to August 31, 2004, shall be \$3,875.00 with annual increments of \$800.00 to a maximum of \$5,475.00.

(b) Assistant Consultant (Religious Education ONLY):

The annual salary allowance for an assistant consultant for the period September 1, 2002, to August 31, 2004, shall be \$2,781.00.

(c) Teacher-in-Charge

- (1) 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.

- (2) 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.
- (3) The annual salary allowance for a Teacher-in-Charge for the period September 1, 2002, to August 31, 2004, shall be \$1,987.00 with annual increments of \$400.00 to a maximum of \$2,787.00.

(d) **Curriculum Chairs**

Each Secondary School with an enrolment of 800 FTE students will have a base of ten Curriculum Chairs assigned to each umbrella department, as follows:

- Religious Education and Family Life
- English, French and International Languages
- Sciences
- Mathematics

ARTICLE VII - SALARY SCHEDULE: (cont'd)

- Canadian & World Studies and Social Studies
- Arts
- Guidance and Cooperative Education
- Special Education, ESL and Library
- Physical Education and Healthy Living
- Business, Computers and Technological Studies

An additional Curriculum Chair will be assigned to split the umbrella departments based on an increase in the enrolment of each 100 FTE students over 1000 FTE students per school. Chairs will be assigned in priority order from largest to smallest, based on factors such as number of sections, number of student contacts, program needs and initiatives.

Curriculum Chairs will be appointed in numbers which reflect the school enrolment as projected by the Superintendent of Schools by April 30 for each successive school year, said enrolment to be confirmed by October 31.

The Curriculum Chair will be assigned to provide instruction to pupils of 6.67 eligible courses during the school year. Each Chairperson shall be paid an annual allowance of \$3,350.00.

For any teacher assigned as a permanent Department Head in the 2000-2001 school year, who was an unsuccessful applicant for a position of Curriculum Chair, the salary of the teacher will not be adversely affected. The teacher's salary immediately prior to the change in responsibility shall be frozen, until such time, as the teacher's salary on the grid is equal to or greater than the former salary plus allowance.

The allotment of Curriculum Chairs will be reviewed and adjusted when new schools are opened with an enrolment of less than 800 FTE students. Each new secondary school will have a minimum of five Curriculum Chairs.

NOTE: All Heads of Organizational Units/Curriculum Chairs shall have qualifications in accordance with Regulation 298.

(e) 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.

(f) **Co-ordinator**

The annual salary allowance for a Co-ordinator for the period September 1, 2002, to August 31, 2004, shall be \$9,980.00.

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 OECTA 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. OECTA 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.

7.04 **Acting Administrator**

(1) 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.

(2) 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.

ARTICLE VII - SALARY SCHEDULE: (cont'd)

(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 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 rooms (no deductible), prescriptions (\$2.00 per prescription deductible), other services (\$10.00 and \$20.00 deductible).

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

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 half-time assignment. Participation in the Plan shall be mandatory for all new teachers hired after November 10, 2000. For all teachers in the employ of the Board prior to ratification of this agreement, participation in this plan remains optional. The full premium costs shall be paid by the Teachers. The waiting period shall be 90 days or at the expiration of accumulated sick leave, whichever is greater.

The OECTA PVNC UNIT agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deductions and payment under the Long Term Disability Plan, including but not limited to any denial of claim by the insurer.

All disputes with respect to application, administration, interpretation or violation of the LTD plan are to be dealt with under the provisions of the LTD plan and cannot be the subject matter of a grievance. Those temporarily absent on a leave of absence can be required to remit their own premiums. The responsibility of the Board is defined to be limited to that of deducting or
remitting insurance premiums for persons covered under the plan.

ARTICLE VIII - BENEFITS: (cont'd)

8.04 Dental Plan

Effective February 1, 2003, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2001 Ontario Dental Association rates.

Effective September 1, 2003, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2002 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

Rider No. 3 at 6- 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**

Effective February 1, 2003, the Board shall pay 90 per cent of the premium for Vision Care that shall include \$250.00 per adult per 24 months and \$200.00 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) Cumulative Sick Leave	"	"
(5) Bereavement Leave	"	"
(6) Personal Leave	"	"
<u>ARTICLE VIII - BENEFITS: (cont'd)</u>		
(7) Special Leave	"	"
(8) Sick Leave Credit Retirement Gratuity	"	"
(9) Retirement Gratuity in Trust	"	"

(10) 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.).

3. Upon retirement, a teacher may elect to continue to participate in the Group Health Benefit Plan 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.

ARTICLE VIII - BENEFITS: (cont'd).

(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.

(2) **Pregnancy and Parental Leave**

Employment Standards Act, Sections 45 to 49, Sections 51 to 53.

45. Definitions, In this Part,

"**parent**" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and "child" has a corresponding meaning; ("père ou mère")

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

"**spouse**" means,

(a) a spouse as defined in section 1 of the *Family Law Act*, or

(b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. ("conjoint") 2000, c. 41, s. 45; 2001, c. 9, Sched. I, s. 1 (9).

ARTICLE VIII - BENEFITS: (cont'd)

Pregnancy Leave

Pregnancy leave

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).

When leave may begin

(2) An employee may begin her pregnancy leave no earlier than the earlier of,

(a) the day that is 17 weeks before her due date; and

(b) the day on which she gives birth. 2000, c. 41, s. 46 (2).

Exception

(3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

Latest day for beginning pregnancy leave

(3.1) An employee may begin her pregnancy leave no later than the earlier of,

(a) her due date; and

(b) the day on which she gives birth. 2001, c. 9, Sched. I, s. 1 (10).

Notice

(4) An employee wishing to take pregnancy leave shall give the employer,

(a) written notice at least two weeks before the day the leave is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date. 2000, c. 41, s. 46 (4).

Notice to change date

(5) An employee who has given notice to begin pregnancy leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written

notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

Same, complication, etc.

(6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

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

ARTICLE VIII - BENEFITS: (cont'd)

- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage. 2000, c. 41, s. 46 (6).

End of pregnancy leave

47. (1) An employee's pregnancy leave ends,

- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
- (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

Ending leave early

(2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

Changing end date

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

Employee not returning

(4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

Exception

(5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 47 (5).

Parental Leave

Parental leave

48. (1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (1).

ARTICLE VIII - BENEFITS: (cont'd)

When leave may begin

(2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (2).

Restriction if pregnancy leave taken

(3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. 2000, c. 41, s. 48 (3).

Notice

(4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c. 41, s. 48 (4).

Notice to change date

(5) An employee who has given notice to begin parental leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 48 (5).

If child earlier than expected

(6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

(a) the employee's parental leave begins on the day he or she stops working; and

(b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. 2000, c. 41, s. 48 (6).

End of parental leave

49. (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c. 41, s. 49 (1).

Ending leave early

(2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

Changing end date

(3) An employee who has given notice to end his or her parental leave may end the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

ARTICLE VIII - BENEFITS: (cont'd)

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

Employee not returning

(4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

Exception

(5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 49 (5).

General Provisions Concerning Leaves**Rights during leave**

51. (1) During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so. 2000, c. 41, s. 51 (1).

Benefit plans

(2) Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan. 2000, c. 41, s. 51 (2).

Employer contributions

(3) During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any. 2000, c. 41, s. 51 (3).

Leave and vacation conflict

51.1 (1) An employee who is on leave under this Part may defer taking vacation until the leave expires or, if the employer and employee agree to a later date, until that later date if,

(a) under the terms of the employee's employment contract, the employee may not defer taking vacation that would otherwise be forfeited or the employee's ability to do so is restricted; and

(b) as a result, in order to exercise his or her right to leave under this Part, the employee would have to,

(i) forfeit vacation or vacation pay, or

(ii) take less than his or her full leave entitlement. 2001, c. 9, Sched. I, s. 1 (11).

ARTICLE VIII - BENEFITS: (cont'd)

Leave and completion of vacation conflict

(2) If an employee is on leave under this Part on the day by which his or her vacation must be completed under paragraph 1 of section 34, the uncompleted part of the vacation shall be completed immediately after the leave expires or, if the employer and employee agree to a later date, beginning on that later date. 2001, c. 9, Sched. I, s. 1 (11).

Alternative right, vacation pay

(3) An employee to whom this section applies may forego vacation and receive vacation pay in accordance with section 41 rather than completing his or her vacation under this section. 2001, c. 9, Sched. I, s. 1 (11).

Length of employment

52. (1) The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:

1. The length of his or her of employment, whether or not it is active employment.
2. The length of the employee's service whether or not that service is active.
3. The employee's seniority. 2000, c. 41, s. 52 (1).

Exception

(2) The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract. 2000, c. 41, s. 52 (2).

Reinstatement

53. (1) Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not. 2000, c. 41, s. 53 (1).

Exception

(2) Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave. 2000, c. 41, s. 53 (2).

Wage rate

- (3) The employer shall pay a reinstated employee at a rate that is equal to the greater of,
- (a) the rate that the employee most recently earned with the employer; and
 - (b) the rate that the employee would be earning had he or she worked throughout the leave. 2000, c. 41, s. 53 (3).

ARTICLE VIII - BENEFITS: (cont'd)

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

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.

(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.

(4) 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.

(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.

ARTICLE VIII - BENEFITS: (cont'd)

(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.

Where the employer requests the certificate from an employee for an absence other than a statutory absence, the medical certificate shall be from a legally qualified medical practitioner and must certify that the employee was unable to attend to his/her official duties due to illness. The Board shall reimburse the teacher, upon receiving a receipt, the cost of said certificate.

(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.

(5) 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 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.

(6) 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.

ARTICLE VIII - BENEFITS: (cont'd)

(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.

(7) Special Leave

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

(8) 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.

(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 installments.

(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.

ARTICLE VIII - BENEFITS: (cont'd)

(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.

(9) 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.

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 1st day of May, in which is described the applicant's proposal with respect to a plan of salary hold back and timing of the leave of absence.

(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 31st of May 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)

(5) Salary Hold Back

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 hold back 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.

(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.

ARTICLE VIII - BENEFITS: (cont'd)

(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.

(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.

ARTICLE IX - SENIORITY: (cont'd)

(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.

(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 the 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 30th posting will be forwarded to the O.E.C.T.A. Executive by April 1st 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
- (i) teachers on probation
- (ii) teachers who have successfully completed their probationary period.

(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 OECTA. 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 15th, with a copy forwarded to the local Executive of the O.E.C.T.A.

(5) No later than May 31st, 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 the 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 and 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(A) - TRANSFER PROCESS:

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.

1. **Notification of Surplus Transfer**

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

ARTICLE XII(A)- TRANSFER PROCESS: (cont'd)

- (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.

2. **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 30th, and where possible, by April 15th.

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 XII (B) - 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.

ARTICLE XII (B) - JOB POSTINGS: (cont'd)

- 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.
- (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 for effective fulfilment September 1st 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.

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 than 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:

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.

ARTICLE XIV - GRIEVANCE PROCEDURES: (cont'd)

Step II

Failing satisfaction with the reply in Step 1 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 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.

ARTICLE XIV - GRIEVANCE PROCEDURES: (cont'd)

- (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' PERSONNEL FILES:

- (1) A teacher shall have access during normal business hours to her/his personnel file at the Catholic Education Centre upon prior written request to the Superintendent of Human Resources and in the presence of a Supervisory Officer or person designated by the Director of Education. The teacher may request copies of any document contained in this file.
- (2) A teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
- (3) Where the Board exercises its discretion to amend information in a teacher's personnel file upon receipt of and in response to the submission set out in Article XVI (2), the Board will provide to the teacher a copy of the amended information.
- (4) Where a teacher gives written authorization to another person acting on behalf of the teacher, to access the teacher's personnel file, the Board shall provide access.

ARTICLE XVII - RELEASE TIME FOR OECTA PERSONNEL:

- (1) Article XVII - Release Time for OECTA Personnel

The Unit President of OECTA shall receive full time leave for the conducting of Unit Business. The Unit President shall be paid in accordance with the collective agreement plus any allowance which is determined by Provincial OECTA Benefits, seniority and experience will not be affected by this leave. Benefits and benefit plans utilizing salary calculations will exclude the aforementioned allowance. 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) By May 15th of each year, the Unit shall inform the Board as to the release time of the Local Collective Bargaining Officer, which shall be either 50 per cent leave or 100 per cent leave 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 in the case of a partial 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 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) Upon written request (prior to September 10) by the Unit Executive each year, the Board shall collect a levy of \$10.00 plus .125 per cent of each teacher's annual salary. The \$10.00 shall be collected from all teachers receiving the first pay in October. The .125 per cent shall be collected in two equal instalments: .06125 per cent of salary shall be collected from all teachers receiving the first pay in November; and a further .06125 per cent of

salary shall be collected from all teachers receiving the first pay in February. These monies shall be remitted by the Board to the Unit.

ARTICLE XVIII - PREPARATION AND PLANNING TIME

Elementary School Teachers

- (1) 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.

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

Part-time teachers in elementary schools shall receive preparation time on a pro-rated basis; e.g. teachers teaching 50 per cent, of the teaching assignment of a full-time teacher shall be granted EIGHTY (80) MINUTES per week for the full purpose of preparation, planning and evaluation during the regular instruction time.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) In addition to the preparation, planning and evaluation time contained in (1) above, elementary teachers will be given two (2) half (½) 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

All secondary teachers shall be assigned a variation of eight (8) time-tabled duties consisting of credit courses, credit equivalent courses, equivalent programs, and special duties, to reach a Board aggregate of 6.67 eligible program workload as defined in the regulations under the "Stability and Excellence in Education Act", 2001.

Part-time teacher workloads shall be pro-rated to that of a full-time teacher.

An on-call is considered to be a half period in duration.

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

Before and After School Bus and Campus Supervision

The assignment of the above supervision shall be determined by the Principal or designate.

The assignment of the above supervision will be equitably allocated amongst all teachers and be reflective of system practice.

A classroom teacher who is not assigned a period one class shall be assigned to supervisory duties equal to the portion of TAG/Supervision.

ARTICLE XIX - ELEMENTARY REPORT CARD PREPARATION RELEASE TIME

Effective January 1, 2003, to August 31, 2003, teachers will be given one (1) half (½) day of elementary report card preparation release time to be scheduled through the Principal of the school.

Effective September 1, 2003, teachers will be given one (1) full day of elementary report card preparation release time to be scheduled through the Principal of the school.

ARTICLE XX - 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 XXI - 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.

ARTICLE XXI - STAFF ALLOCATION COMMITTEE: (cont'd)

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 OECTA) by March 31st of each year with recommendations for the following school year.

ARTICLE XXII - OECTA EXECUTIVE APPOINTEES TO THE BOARD'S PROFESSIONAL DEVELOPMENT COMMITTEE:

The Board grants the OECTA Executive the right to appoint 2 members of OECTA 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 1st 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 - ASSOCIATION BUSINESS/ASSOCIATION REPRESENTATION:

The Board recognizes the appointment (by election) of one Association representative at each school and board site.

Each Association school representative shall be released from assigned duties without loss of any benefits, including pay, to attend a meeting with a member of the bargaining unit called by the Principal and/or Vice Principal.

ARTICLE XXVIII - 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.

ARTICLE XXIX- COLLEGE OF TEACHER COMPLAINTS:

If a teacher is the subject of an investigation by the College of Teachers, that does not arise from a criminal matter, no punitive action (i.e. dismissal, suspension without pay), will be taken against said teacher by the Board during the investigation. At the request of the teacher, any notice thereof from the College of Teachers shall be removed from the teacher's personnel file once the teacher has been exonerated.

ARTICLE XXX - HEALTH AND SAFETY COMMITTEE:

Teachers who serve on the Joint Health and Safety Committee, as well as Teachers who may be appointed as the health and safety officer within the school, shall be permitted to carry out their duties during regular school hours.

Teachers who are absent from their regular duties to perform health and safety related duties shall be granted paid release time.

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 - HARASSMENT POLICY

The Board and the Teachers agree that every employee has the right to freedom from harassment in the workplace. Harassment complaints will be addressed in accordance with the Workplace Harassment Prevention Policy (402) of the Board dated 2002.

LETTER OF UNDERSTANDING - PERFORMANCE APPRAISAL

A joint committee will be formed to examine the issues relating to Teacher Performance Appraisal. The Board agrees to consult and confer with the Bargaining Unit regarding implementation of the Board's Policy for the Performance Appraisal of teachers with respect to Bill 110. The Board and the Bargaining Unit agree to jointly review Bill 110 for consistency of application, including timelines, processes regarding teacher support as well as parent and student surveys, with a view to establishing timelines and process within the language of the Education Act and Regulations. A committee, with equal representation by both parties of this Collective Agreement, shall be established by January 1, 2003 and report no later than April 30, 2003.

It is further understood that the following purposes will be incorporated in the development and implementation of the teacher performance appraisal process:

- to foster, support and recognize excellence in teaching
- to promote the professional growth of teachers
- to identify the professional strengths of teachers and areas for possible development and review
- to enhance the classroom learning environment

It is further understood:

- no member of the Bargaining Unit shall participate in the performance appraisal of another member
- the concepts contained in the draft Teacher Evaluation policy document dated June, 2001 and the Ministry of Education Document Supporting Teacher Excellence dated 2002 (Bill 110) will form the basis of the Performance Appraisal process

LETTER OF UNDERSTANDING - PERFORMANCE APPRAISAL (cont'd)

- the Bargaining Unit shall be provided with the names of teachers who are on the performance appraisal cycle by October 31st
- the Board will notify the President of the Bargaining Unit within ten (10) working days of any teacher receiving an unsatisfactory rating
- voluntary activities shall not be evaluated within the context of the Teacher Appraisal

process

LETTER OF UNDERSTANDING - CRIMINAL BACKGROUND CHECKS

Teachers are required under *Ontario Regulation 521/01* to submit their Criminal Background Checks (CBC's) to their employer by July 31st, 2003.

The Board agrees to pay the cost of Criminal Background Checks provided that the Teacher uses the services of the Ontario Education Services Corporation (OESC).

The CBC shall exhibit convictions only under the Criminal Code of Canada for which a pardon has not been granted.

Teachers who choose not to use the batch service provided by OESC through the Board shall be required to obtain and pay for a CBC and have it on file with the Board on or before July 31st, 2003.

The Board agrees to meet with the bargaining unit to discuss procedures around the communication and collection of Criminal Background Checks. The committee will meet no later than January, 2003.

The CBC shall be placed in a confidential file and shall be available to the Director, one designate of the Director and the individual teacher who is the subject of the CBC. The Board will comply with requirements set out in the *Ontario Municipal Freedom of Information and Protection of Privacy Act*.

LETTER OF INTENT - TEACHING LOAD

In principle, the Board shall ensure that the assignment of teaching load, teaching time, supervision duties, and other related assignments will be done in a fair and equitable manner for all teachers.

The parties agree that the provision of extra-curricular activities in our schools has had a long and successful history and are confident such activities shall take place within a voluntary framework.

LETTER OF UNDERSTANDING - SCHOOL YEAR

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 the Ministry directive, statute or regulation.

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

OECTA

Mrs. P. Bell Métivier

Mrs. P.A. Bronson

Mr. P. Crowley

Mr. M. Gorman

Mrs. C. Kirkpatrick

BOARD

Mr. L. Corkery

Mr. F. Flagler

Mrs. J. Hough

Mrs. M.C. Kelly

Mrs. D. Willette

Mrs. M. Lange
Mrs. D. Mather
Mr. P. McCabe
Mr. B. Scollard
Mr. B. Commeford - Prov. Representative

Mr. J. Whibbs

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 and the Municipality of Clarington for a period from **September 1, 2002**, to **August 31, 2004**, inclusive.

Dated at **Peterborough, Ontario**, this _____ of _____, **2002**.

SIGNED: _____

Mr. Frank Flagler
Board Chairperson
Peterborough Victoria
Northumberland and
Clarington Catholic District
School Board

SIGNED: _____

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

SIGNED: _____

Mr. Lorne Corkery
Chairperson
Human Resources Committee
Peterborough Victoria
Northumberland and
Clarington Catholic District
School Board

SIGNED: _____

Mrs. Patricia Bell Métivier
President
OECTA
Peterborough Victoria
Northumberland and
Clarington Unit

SIGNED: _____

Brock Commeford
O.E.C.T.A. Provincial Representative

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

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

PAY EQUITY PLAN

A. Establishment

1. The Peterborough Victoria Northumberland and Clarington Catholic District 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

1. 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 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

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).

PAY EQUITY PLAN (cont'd)

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: and qualifications effort responsibility skills 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 A4	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:

PAY EQUITY PLAN (cont'd)

PART I - ADJUSTMENTS

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.
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 1st or January 1st provided course requirements are completed before September 1st or January 1st, 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;

PAY EQUITY PLAN (cont'd)

- (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 Collection Agreement.

4. On each September 1, a teacher who would have been placed in the former Category D,C or 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 Category 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.

PAY EQUITY PLAN (cont'd)

Year THREE of Pay Equity Implementation

January 1, 1992 - All teachers in Category 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.

5.
 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 implementations.

4. This Plan will be posted in accordance with the Pay Equity Act on or before April 25, 1991.

6. **Signatures**

FOR THE BOARD:

FOR THE BRANCH AFFILIATES:

DATE: June 25, 1991.

**PETERBOROUGH VICTORIA NORTHUMBERLAND and 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
Board Website: www.pvnccdsb.on.ca

FAX (705) 748-3819
FAX (705) 748-9734
Email: hrdept@pvnccdsb.on.ca

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

O.E.C.T.A. Provincial Office

1-800-268-7230

Ontario College of Teachers

1-888-534-2222
1-416-961-8800
www.oct.on.ca

Ontario Teachers' Pension Plan Board

1-800-268-6612

Qualifications Evaluation Council of

1-800-385-1030

Ontario (QECO)

www.qeco.on.ca

Liberty Health
(Benefit Coverages)

1-800-268-4050
1-905-946-4050
www.coverme.com

C.J. Brown & Associates
(Employee Assistance Plan)

1-800-461-2292
1-905-571-2292 (Collect Calls Accepted)