

# 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, 2004 to AUGUST 31, 2008**

[www.pvnccdsb.on.ca](http://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;

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 1 - 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.
- 1.05 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.

**ARTICLE 1 - 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) Peterborough City and County
- (2) City of Kawartha Lakes
- (3) Northumberland County
- (4) Municipality of Clarington

**ARTICLE 2 - DURATION:**

2.01 This Agreement will be for a term commencing on September 1, 2004, and ending on August 31, 2008, 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 3 - DEFINITION OF LEVELS:**

3.01 Non-degree teachers shall be placed on the Basic Salary Scale in accordance with the teachers' Pay Equity Plan, 1990.

3.02 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.

3.03 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.

3.04 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.

**ARTICLE 4 - INTERPRETATIONS:**

4.01 Ontario certificates only are included in the Definitions.

4.02 Interim Certificate of Qualifications 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 5 - 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 Effective September 1, 2005 teachers employed by this Board will be credited to the maximum as per Article 5.04 with qualified teaching experience. Qualified teaching experience is defined as:
- full or part time experience gained as a certified teacher, or experience gained while holding a Letter of Permission
  - all full or part time experience gained outside of Canada may be recognized by the Board upon the recommendation of the Superintendent of Human Resource Services
  - all long term occasional assignments
- 5.06 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.
- 5.07 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.
- 5.08 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 time line will only be considered upon written application to the Manager of Human Resource Services. Extensions beyond the November 30<sup>th</sup> deadline will be granted due to delays in the evaluation of requests by QECO provided acceptable proof is submitted to the Manager of Human Resource Services on or before November 30<sup>th</sup>. Where such acceptable proof is submitted as required, the Teacher shall be eligible for retroactive adjustments. There is no provision for deadline extension beyond March 31<sup>st</sup> of the school year in which an adjustment is being requested.
- 5.09 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.
- 5.10 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 6 - 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 1<sup>st</sup> 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 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 a position of responsibility commanding an allowance is removed from a teacher, the allowance shall be removed.

## **ARTICLE 7 - SALARY SCHEDULE:**

### 7.01 **Basic Salary Scale**

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

- (a) 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.
- (b) The increment pattern of Level A shall be in accordance with the teachers' Pay Equity Plan, 1990.

**ARTICLE 7 - SALARY SCHEDULE (cont'd):**

**7.01 Basic Salary Scale - Effective September 1, 2004**

Yr of Exper	Pre-Degree	Level	Level	Level	Level	Level
	Level A	A1	A2	A3	A4	
0	\$ 33,928	\$ 36,092	\$ 37,478	\$ 40,527	\$ 41,911	
1	\$ 36,130	\$ 38,436	\$ 39,997	\$ 43,449	\$ 45,148	
2	\$ 38,332	\$ 40,779	\$ 42,515	\$ 46,371	\$ 48,385	
3	\$ 40,535	\$ 43,122	\$ 45,033	\$ 49,292	\$ 51,623	
4	\$ 42,737	\$ 45,465	\$ 47,552	\$ 52,214	\$ 54,860	
5	\$ 44,939	\$ 47,807	\$ 50,070	\$ 55,136	\$ 58,098	
6	\$ 47,142	\$ 50,151	\$ 52,588	\$ 58,057	\$ 61,334	
7	\$ 49,344	\$ 52,493	\$ 55,107	\$ 60,979	\$ 64,571	
8	\$ 51,547	\$ 54,836	\$ 57,625	\$ 63,901	\$ 67,809	
9	\$ 53,749	\$ 57,180	\$ 60,145	\$ 66,822	\$ 71,047	
10	\$ 55,951	\$ 59,523	\$ 62,663	\$ 69,745	\$ 74,283	
11	\$ 58,153	\$ 61,865	\$ 65,181	\$ 72,667	\$ 77,520	
12	\$ 61,865					

**Basic Salary Schedule – Effective September 1, 2005**

Yr of Exper	Pre-Degree	Level	Level	Level	Level	Level
	Level A	A1	A2	A3	A4	
0	\$ 34,607	\$ 36,814	\$ 38,228	\$ 41,338	\$ 42,749	
1	\$ 36,853	\$ 39,205	\$ 40,797	\$ 44,318	\$ 46,051	
2	\$ 39,099	\$ 41,595	\$ 43,365	\$ 47,298	\$ 49,353	
3	\$ 41,346	\$ 43,984	\$ 45,934	\$ 50,278	\$ 52,655	
4	\$ 43,592	\$ 46,374	\$ 48,503	\$ 53,258	\$ 55,957	
5	\$ 45,838	\$ 48,763	\$ 51,071	\$ 56,239	\$ 59,260	
6	\$ 48,085	\$ 51,154	\$ 53,640	\$ 59,218	\$ 62,561	
7	\$ 50,331	\$ 53,543	\$ 56,209	\$ 62,199	\$ 65,862	
8	\$ 52,578	\$ 55,933	\$ 58,778	\$ 65,179	\$ 69,165	
9	\$ 54,824	\$ 58,324	\$ 61,348	\$ 68,158	\$ 72,468	
10	\$ 57,070	\$ 60,713	\$ 63,916	\$ 71,140	\$ 75,769	
11	\$ 59,316	\$ 63,102	\$ 66,485	\$ 74,120	\$ 79,070	
12	\$ 63,102					

**ARTICLE 7 - SALARY SCHEDULE (cont'd):**

**7.01 Basic Salary Schedule - Effective September 1, 2006**

Yr of Exper	Pre-Degree	Level A1	Level A2	Level A3	Level A4
	Level A				
0	\$ 35,472	\$ 37,734	\$ 39,184	\$ 42,371	\$ 43,818
1	\$ 37,774	\$ 40,184	\$ 41,817	\$ 45,426	\$ 47,202
2	\$ 40,077	\$ 42,633	\$ 44,450	\$ 48,480	\$ 50,587
3	\$ 42,380	\$ 45,083	\$ 47,083	\$ 51,535	\$ 53,971
4	\$ 44,682	\$ 47,533	\$ 49,716	\$ 54,589	\$ 57,356
5	\$ 46,984	\$ 49,982	\$ 52,349	\$ 57,645	\$ 60,741
6	\$ 49,287	\$ 52,432	\$ 54,982	\$ 60,699	\$ 64,125
7	\$ 51,589	\$ 54,882	\$ 57,615	\$ 63,754	\$ 67,509
8	\$ 53,892	\$ 57,331	\$ 60,248	\$ 66,808	\$ 70,894
9	\$ 56,194	\$ 59,781	\$ 62,881	\$ 69,863	\$ 74,279
10	\$ 58,497	\$ 62,231	\$ 65,514	\$ 72,918	\$ 77,663
11	\$ 60,799	\$ 64,680	\$ 68,147	\$ 75,973	\$ 81,047
12	\$ 64,680				

**Basic Salary Schedule - Effective September 1, 2007**

Yr of Exper	Pre-Degree	Level A1	Level A2	Level A3	Level A4
	Level A				
0	\$ 36,536	\$ 38,866	\$ 40,360	\$ 43,642	\$ 45,133
1	\$ 38,907	\$ 41,389	\$ 43,072	\$ 46,789	\$ 48,619
2	\$ 41,279	\$ 43,912	\$ 45,784	\$ 49,935	\$ 52,105
3	\$ 43,651	\$ 46,435	\$ 48,496	\$ 53,081	\$ 55,590
4	\$ 46,022	\$ 48,958	\$ 51,207	\$ 56,227	\$ 59,077
5	\$ 48,394	\$ 51,481	\$ 53,920	\$ 59,374	\$ 62,562
6	\$ 50,765	\$ 54,005	\$ 56,631	\$ 62,520	\$ 66,049
7	\$ 53,137	\$ 56,528	\$ 59,344	\$ 65,667	\$ 69,534
8	\$ 55,509	\$ 59,051	\$ 62,055	\$ 68,813	\$ 73,020
9	\$ 57,880	\$ 61,574	\$ 64,767	\$ 71,960	\$ 76,506
10	\$ 60,252	\$ 64,097	\$ 67,479	\$ 75,105	\$ 79,992
11	\$ 62,623	\$ 66,620	\$ 70,191	\$ 78,252	\$ 83,478
12	\$ 66,620				

**ARTICLE 7 - SALARY SCHEDULE (cont'd):**

**7.01 Basic Salary Schedule - Effective August 31, 2008**

Yr of Exper	Pre-Degree				
	Level A	Level A1	Level A2	Level A3	Level A4
0	\$ 36,792	\$ 39,138	\$ 40,643	\$ 43,947	\$ 45,449
1	\$ 39,179	\$ 41,679	\$ 43,374	\$ 47,117	\$ 48,959
2	\$ 41,568	\$ 44,219	\$ 46,104	\$ 50,285	\$ 52,470
3	\$ 43,957	\$ 46,760	\$ 48,835	\$ 53,453	\$ 55,979
4	\$ 46,344	\$ 49,301	\$ 51,565	\$ 56,621	\$ 59,491
5	\$ 48,733	\$ 51,841	\$ 54,297	\$ 59,790	\$ 63,000
6	\$ 51,120	\$ 54,383	\$ 57,027	\$ 62,958	\$ 66,511
7	\$ 53,509	\$ 56,924	\$ 59,759	\$ 66,127	\$ 70,021
8	\$ 55,898	\$ 59,464	\$ 62,489	\$ 69,295	\$ 73,531
9	\$ 58,285	\$ 62,005	\$ 65,220	\$ 72,464	\$ 77,042
10	\$ 60,674	\$ 64,546	\$ 67,951	\$ 75,631	\$ 80,552
11	\$ 63,061	\$ 67,086	\$ 70,682	\$ 78,800	\$ 84,062
12	\$ 67,086				

**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, 2004 to August 31, 2006, shall be \$3,953.00 with annual increments of \$800.00 to a maximum of \$5,553.00.

The annual salary allowance for a consultant for the period September 1, 2006 to August 31, 2008, shall be \$4032.00 with annual increments of \$800.00 to a maximum of \$5,632.00.

(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.

**ARTICLE 7 - SALARY SCHEDULE (cont'd):**

- (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, 2004, to August 31, 2005, shall be \$1,987.00 with annual increments of \$400.00 to a maximum of \$2,787.00.
  - (4) Effective September 1, 2005, the applicable daily allowance for a teacher acting in the capacity of Teacher-in-Charge shall be \$35.00 per day.
- (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
- 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 6.0 credit/credit equivalent courses during the school year (as per secondary workload Article 34).

The annual salary allowance for a Curriculum Chair for the period of September 1, 2004 to August 31, 2006 shall be \$3,417.00.

The annual salary allowance for a Curriculum Chair for the period September 1, 2006 to August 31, 2008 shall be \$3,485.00.

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.

**ARTICLE 7 - SALARY SCHEDULE (cont'd):**

(e) Temporary Responsibility

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, 2004, to August 31, 2007, shall be \$9,980.00.

Effective September 1, 2005, new appointments shall be on a term basis for not less than one (1) and for up to three (3) years, with Board option to extend on a yearly basis.

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.

The payment shall be accompanied by a dues submission list showing the names and dues deducted.

(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 7 - SALARY SCHEDULE (cont'd):**

### **7.04 Acting Administrator**

- (a) An Acting Administrator is a teacher assigned to replace a Principal and/or Vice-Principal who is temporarily absent for a period not to exceed six (6) months of a school year in which the assignment was made. Any extension of this period shall only be with the approval of the Association.
- (b) A teacher assigned to the position of Acting Administrator will not forfeit any rights under the provisions of this Collective Agreement during said assignment.
- (c) No teacher shall be assigned to the position of Acting Administrator without his/her consent.
- (d) Any teacher assigned to the position of Acting Administrator shall not take part in the Teacher Performance Appraisal Process of another member of this bargaining unit.
- (e) When the Board assigns a teacher to the position of Acting Administrator, the position that the teacher held shall be filled by an Occasional Teacher from the Occasional Teacher List.
- (f) The assigned teacher shall be paid at the base salary level of the applicable Acting Administrator position during the term of the assignment.
- (g) At the conclusion of an Acting Administrator assignment, the assigned teacher will return to the position that he/she occupied prior to the assignment to the position of Acting Administrator, subject to the provisions of this Collective Agreement.

## **ARTICLE 8 - 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.

## **ARTICLE 8 - BENEFITS: (cont'd)**

Written requests, by re-employed retirees and teachers in their last year of teaching, to opt out of the plan will be accepted.

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.

### **8.04 Dental Plan**

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.

Effective September 1, 2005, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2004 Ontario Dental Association rates.

Effective September 1, 2006, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2005 Ontario Dental Association rates.

Effective September 1, 2007, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2006 Ontario Dental Association rates.

Effective August 31, 2008, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2007 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 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**

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.



## **ARTICLE 8 - BENEFITS: (cont'd)**

### **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 Tendering**

In the event that any or all fringe benefits are re-tendered, 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.).

### **8.08 Benefit on Retirement**

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.

## **ARTICLE 9 - 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.

## **ARTICLE 10 - 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.

## **ARTICLE 11 - LEAVE OF ABSENCE:**

- (a) The Board shall reserve the right to grant or reject a teacher's request for 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.

## **ARTICLE 11 - LEAVE OF ABSENCE: (cont'd)**

- (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 shall 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 1.07.
- (h) Benefit plans, as set out herein, 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 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE:**

### **12.01 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).

### **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).

## **ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)**

### **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
  - (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).

## **ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)**

### **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).

### **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).

## **ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)**

### **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

(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).

## **ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)**

### **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).

#### **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).

## **ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)**

### **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).

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.

### **12.02 Paternity/Adoptive Leave**

- (a) A leave of two days (without loss of salary) shall be allowed a teacher upon the birth or the adoption of a child.
- (b) 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 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)**

### **12.03 Pregnancy/Maternity Leave Supplementary Employment Benefits (S.E.B.) Plan**

Effective August 31, 2007, a teacher eligible to receive Employment Insurance (E.I.) benefits for pregnancy leave, shall receive from the Board, a weekly payment not to exceed the E.I. rate of pay for the two (2) week E.I. waiting period. To receive pay, the employee must provide the Board with verification of the approved E.I. claim, indicating the amount of E.I. paid to the employee. The employee will only be paid for those days during the two (2) week waiting period which fall on scheduled school days.

The Board shall not deduct this two-week payment in whole or in part from the teacher's Accumulated Sick Leave Plan. (Supplements to E.I. benefits must not reduce accumulated employment credits/benefits such as sick leave – section 38 of the Employment Insurance Regulations).

## **ARTICLE 13 - CUMULATIVE SICK LEAVE:**

- (a) Permanent and probationary teachers employed by the Board shall be eligible to participate.
- (b) 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.
- (c) 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.
- (d) Absence shall be deducted from current sick days first, and when that has been used, the Accumulated Leave shall be drawn upon as required.
- (e) The payment of Sick Leave shall automatically reduce the reserve of the individual teacher by the number of days represented by such payment.
- (f) Sick Leave claims shall be computed for payment on the current rate of salary.
- (g) The reason for absence shall be reported on the Principal's Monthly Report on Absenteeism.
- (h) A teacher may be required to furnish, whenever requested by the Board to do so, a Doctor's Certificate to support his/her claim.



**ARTICLE 13 - CUMULATIVE SICK LEAVE: (cont'd)**

- (i) 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.
- (j) Each teacher, at the commencement of each school year, shall be given a statement of the number of days in his/her reserve.
- (k) Teachers voluntarily leaving for other positions or discharged shall receive no remuneration for Accumulative Sick Leave.

**ARTICLE 14 - BEREAVEMENT LEAVE:**

- (a) 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).
- (b) 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 15 - PERSONAL LEAVE:**

- (a) 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.
- (b) The Director has the discretionary power to grant such additional Personal Leave with loss of pay or to refer the request to the Board.
- (c) 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.

**ARTICLE 16 - SPECIAL LEAVE:**

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

**ARTICLE 17 - RETIREMENT GRATUITY (SICK LEAVE CREDIT):**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

**ARTICLE 18 - TEACHER FUNDED LEAVE PLAN:**

- (a) 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.

## **ARTICLE 18 - TEACHER FUNDED LEAVE PLAN: (cont'd)**

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

(b) Application

A written application shall be delivered to the Director of Education not later than the 1<sup>st</sup> 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.

(c) 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 31<sup>st</sup> of May following the date of application.

(d) Definition

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

(e) 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.

(f) Payment

1. The teacher shall receive his/her withheld salary in two lump sums or through the semi-monthly payroll.
2. The actual leave from work shall commence on the first school day following completion of the salary hold back period.

(g) Benefit Plans

1. 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.

## **ARTICLE 18 - TEACHER FUNDED LEAVE PLAN: (cont'd)**

2. The year of absence does not represent a break in employment so far as Retirement Gratuity is concerned.
3. There shall be neither accumulation nor utilization of Sick Leave credits during the year of absence.

### (h) Return from Leave

1. 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.
2. 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.

### (i) Termination

1. A participant may withdraw from the Plan at any time prior to the 15<sup>th</sup> 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.
2. 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.
3. 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.

### (j) Contract

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

## **ARTICLE 19 - SENIORITY:**

- 19.01 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.
- 19.02 In the case of dismissal of a probationary teacher the Board may apply a lower standard of cause.
- 19.03 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.
- 19.04 Seniority means continuous years of employment (measured in full and partial years) with the Board or its predecessor Board(s).
- 19.05 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.
- 19.06 Seniority shall not be accumulated but maintained while on unpaid leave.
- 19.07 The Board shall retain the right to maintain a sufficient number of Religious on staff in the system.
- 19.08 Where seniority in accordance with 20.04 is equal, the determining criteria shall be and in the following order:
- a) total years of teaching experience with the Board
  - b) total years of teaching experience in Ontario
  - c) total years of teaching experience
  - d) the greater number of calendar years in the continuous employ of the Board
  - e) highest qualifications in accordance with Article 3 of the Agreement
  - f) as determined by lot in the presence of the President of the Unit.
- 19.09 The Board shall publish a Seniority List by November 30<sup>th</sup> to be posted in each school. An updated list of those hired after the November 30<sup>th</sup> posting will be forwarded to the O.E.C.T.A. Executive by April 1<sup>st</sup> 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.

**ARTICLE 19 - SENIORITY: (cont'd)**

- 19.10 Seniority will affect three areas, namely:
- (a) redundancy
  - (b) surplus transfers
  - (c) recall.

**ARTICLE 20 - REDUNDANCY AND RECALL:**

- 20.01 Where a system-wide reduction of teaching staff is necessary, reduction will be made on the following basis and in the following order:
- (a) normal attrition
  - (b) teachers on probation
  - (c) teachers who have successfully completed their probationary period.
- 20.02 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 19 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.
- 20.03 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 19 - Seniority.
- 20.04 Where possible, redundant teachers shall be notified in writing by April 15<sup>th</sup>, with a copy forwarded to the local Executive of the O.E.C.T.A.
- 20.05 No later than May 31<sup>st</sup>, teachers who have been notified in accordance with item 20.04 and who have not been accommodated, shall be notified of the termination or layoff subject to this Article.
- 20.06 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.
- 20.07 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.

**ARTICLE 20 - REDUNDANCY AND RECALL: (cont'd)**

- 20.08 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.
- 20.09 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.
- 20.10 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 21 - 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 1<sup>st</sup> day of March.

**ARTICLE 22 - TEACHERS DECLARED SURPLUS AT A SCHOOL:**

- 22.01 Effective September 1, 2005:  
When a school experiences a surplus in teaching staff, the least senior teacher (as defined in Article 19) in the school will be declared surplus, provided the remaining 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.
- 22.02 The Board shall endeavour to notify teachers declared surplus, on or before April 30th. The names of all teachers declared surplus shall be forwarded to the Unit.
- 22.03 Teachers declared surplus will be divided into two categories for the purpose of determining when they are re-assigned:  
All teachers with four (4) or more years of seniority as of the current November 30th Seniority list will be placed on Surplus List A.  
All teachers with less than four (4) years of seniority as of current November 30th Seniority list will be placed on Surplus List B.
- 22.04 Reassignment will be as per Article 23 Job Postings.

## **ARTICLE 23 - JOB POSTINGS:**

- 23.01 a) The Board shall post all new or vacant teaching positions at least five (5) working days prior to external advertising.
- b) Where there is more than one applicant from within the system, the applicant with the most seniority (as defined in Article 19) 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.
- 23.02 All vacancies created after September 1, 2005 will be filled in accordance with the process outlined in sections 23.03 through 23.11.
- 23.03 Definition - A vacant position shall be defined as a teaching position within the bargaining unit which becomes available due to death, retirement, resignation, program or enrollment growth, transfer, posting awards, promotion or newly created positions.
- 23.04 Subject to the process outlined below, 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.
- 23.05 All vacant positions will be posted and filled using the procedures outlined below, with the exception of those positions identified in Article 7.02.
- 23.06 If the senior qualified teacher accepts a posted position, then that posting is closed. If the senior qualified teacher rejects the position, then that position shall be offered to the next senior qualified applicant. This same process shall continue until the posting is filled.
- 23.07 Posting Process:  
The Board shall post all vacant teaching positions on the PVNC website ([www.pvnccdsb.on.ca](http://www.pvnccdsb.on.ca)) at least five (5) working days prior to external advertising.

Where there is more than one applicant from within the system, the applicant with the most seniority (as defined in Article 19) 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.

Teachers can apply to more than one posting.

Round one (1) of the posting procedure shall occur on or before May 15th, at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year.

Round two (2) of the posting procedure shall occur on or before June 1st, at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year, any unfilled vacancies from Round One, and any vacancies resulting from teachers accepting a Round one posting.



**ARTICLE 23 - JOB POSTINGS: (cont'd)**

23.08 At the completion of Round Two, the Board shall endeavour to place teachers from Surplus List A into any vacant positions available in the same school or the same municipality provided they hold qualifications as per the Education Act and Regulations. Vacant positions include vacancies resulting from teachers accepting Round two postings.

Any Surplus List A teachers not placed after round two (2) will be placed following round (3).

23.09 Round three (3) of the posting procedure shall occur on or before June 20th at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year, any unfilled vacancies from Round Two, and any vacancies remaining after the assignment of surplus teachers.

At the completion of Round three (3), the Board, subject to qualifications as per the Education Act and Regulations, shall place any remaining teachers from Surplus List A into any vacant positions, followed by the placement of Surplus List B teachers. Vacant positions will include vacancies resulting from teachers accepting Round three postings.

23.10 After the assignment of surplus teachers, the Board will fill any remaining vacant positions externally.

23.11 Round four (4), the final round of postings, shall occur on or before July 20th, at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year.

Vacancies created by teachers moving into Round four (4) positions and all vacancies after July 20th, will be posted on or before May 15th of the following year.

## **ARTICLE 24 - BOARD INITIATED RE-ASSIGNMENTS**

- 24.01 The Board shall be entitled to initiate a re-assignment that is not punitive in nature, where the needs of the system, students and teachers or characteristics of position with regard to subject and/or level require the re-assignment.
- 24.02 Prior to re-assignment, the Superintendent of Human Resource Services shall consult with OECTA.
- 24.03 If the teacher is not satisfied with the necessity and fairness of the re-assignment, he/she may grieve the re-assignment. Such assignment shall not be subject to grievance by any other member of the Unit.

## **ARTICLE 25 - 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 travel 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 already travels 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 26 - GRIEVANCE PROCEDURES:**

- 26.01 It is the mutual desire of the Board and the Association that all complaints and grievances shall be adjusted as quickly as possible.
- 26.02 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.
- 26.03 In this Article, "immediate supervisor" shall mean principal or superintendent or designate, whichever is the immediate supervisor of the complainant.

## **ARTICLE 26 - GRIEVANCE PROCEDURES: (cont'd)**

26.04 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.

26.05 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:

26.06 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.

### 26.07 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.

### 26.08 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.

## **ARTICLE 27 - ARBITRATION:**

27.01 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.

**ARTICLE 27 - ARBITRATION: (cont'd)**

- 27.02 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.
- 27.03 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.
- 27.04 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.
- 27.05 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.
- 27.06 Each party may be represented at the Arbitration by a representative of its choice.
- 27.07 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.
- 27.08 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.
- 27.09 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 28 - 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 29 - TEACHERS' PERSONNEL FILES:**

- 29.01 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 Resource Services and in the presence of a Supervisory Officer or person designated by the Superintendent of Human Resource Services. The written request shall be received by Human Resource Services at least three working days prior to the proposed personnel file review. The teacher may request copies of any document contained in this file. The Board reserves the right to apply reasonable charges for copying from personnel files.
- 29.02 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.
- 29.03 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 29.02, the Board will provide to the teacher a copy of the amended information.
- 29.04 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 30 - RELEASE TIME FOR OECTA PERSONNEL:**

- 30.01 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.

- 30.02 By May 15<sup>th</sup> 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.

**ARTICLE 30 - RELEASE TIME FOR OECTA PERSONNEL: (cont'd)**

- 30.03 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.
- 30.04 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 31 - ELEMENTARY SCHOOL TEACHERS PREPARATION AND PLANNING TIME:**

- 31.01 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.
- 31.02 The Board shall endeavour to allocate preparation time in blocks of time of not less than 32 minutes, except for past practice that may exist at some individual schools, or a change due to student population decrease.
- 31.03 Notwithstanding, 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 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 an occasional teacher and spend banked instructional time in the school preparing and planning.
- 31.04 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.
- 31.05 Effective September 1, 2006, all full-time teachers from Junior Kindergarten to Grade 8 shall be granted a minimum of 180 minutes per week for the purpose of preparation, planning and evaluation. The Board shall endeavour to allocate preparation and planning time in blocks of time of not less than 36 minutes. Part-time teachers shall receive preparation time on a pro-rated basis. Notwithstanding, 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 an occasional teacher and spend banked instructional time in the school preparing and planning.

**ARTICLE 31 - ELEMENTARY SCHOOL TEACHERS PREPARATION AND PLANNING TIME: (cont'd)**

- 31.06 Effective September 1, 2007, all full-time teachers from Junior Kindergarten to Grade 8 shall be granted a minimum of 190 minutes per week for the purpose of preparation, planning and evaluation. The Board shall endeavour to allocate preparation and planning time in blocks of time of not less than 38 minutes. Part-time teachers shall receive preparation time on a pro-rated basis. Notwithstanding, 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 an occasional teacher and spend banked instructional time in the school preparing and planning.
- 31.07 Effective June 30, 2008, all full-time teachers from Junior Kindergarten to Grade 8 shall be granted a minimum of 200 minutes per week for the purpose of preparation, planning and evaluation. The Board shall endeavour to allocate preparation and planning time in blocks of time of not less than 40 minutes.
- 31.08 In the event of difficulties in the implementation of preparation and planning time as set out herein, the Labour Relations Committee consisting of representatives of the Board and the Unit shall meet to achieve resolution on the outstanding issue. Such resolution shall be reached on or before September 1st.
- 31.09 In the event that a resolution can not be reached by the Labour Relations Committee regarding the implementation of preparation and planning time as set out herein, such difficulty shall be forwarded immediately to the Provincial Stability Commission for resolution.
- 31.10 Where teachers have more than the minimum number of 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.
- 31.11 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 an occasional teacher and spend banked instructional time in the school preparing and planning.
- 31.12 The teacher, under the direction of the Principal, shall be responsible for planning for the occasional teacher and booking of the supply teacher for the upcoming preparation and planning day.
- 31.13 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.
- 31.14 Effective September 1, 2007, there will be no provision for preparation, planning and evaluation time on Professional Development days.

**ARTICLE 32 - ELEMENTARY SUPERVISION:**

- 32.01 Effective September 1, 2005, the Board shall make every reasonable effort to limit the supervision time assigned to each full-time Elementary teacher to a maximum of 100 minutes of supervision for each period of five (5) instructional days.
- 32.02 It is understood that the maximum of 100 minutes of supervision for each period of five (5) instructional days may be averaged over a two (2) week period with no single week in the two (2) week average period exceeding 130 minutes.
- 32.03 A teacher with less than one (1) FTE assignment shall have his/her assigned supervision pro-rated to that of his/her assignment. No teacher shall be assigned supervision duties in excess of the number of minutes assigned in the 2004-2005 school year except in the case of a transfer to a different school or change in enrolment.
- 32.04 Effective September 1, 2006, supervision shall be assigned to teachers as per best practices with the view to reducing, where possible, the maximum supervision to 100 minutes per five (5) instructional days.
- 32.05 A teacher with less than one (1) FTE assignment shall have his/her assigned supervision pro-rated to that of his/her assignment. No teacher shall be assigned supervision duties in excess of the number of minutes assigned in the 2004-2005 school year except in the case of transfer to a different school or change in enrolment.
- 32.06 Effective September 1, 2007, the Board shall make every reasonable effort to limit the supervision time assigned to each full-time Elementary teacher to a maximum of 80 minutes of supervision for each period of five (5) instructional days.
- 32.07 It is understood that the maximum of 80 minutes of supervision for each period of five (5) instructional days may be averaged over a two (2) week period with no single week in the two (2) week average period exceeding 100 minutes.
- 32.08 A teacher with less than one (1) FTE assignment shall have his/her assigned supervision pro-rated to that of his/her assignment. No teacher shall be assigned supervision duties in excess of the number of minutes assigned in the 2004-2005 school year except in the case of transfer to a different school or change in enrolment.
- 32.09 It is understood that for the 2005, 2006 and 2007 school years, by June 15th of the previous school year, each Elementary School shall elect two (2) members of the staff along with the OECTA Staff Representative, to the Local School Supervision Committee, who with the principal or designate shall create a supervision schedule consistent with the above criteria. Such schedule shall be created by June 30th.



**ARTICLE 32 - ELEMENTARY SUPERVISION: (cont'd)**

- 32.10 In the event that a supervision schedule can not be developed by the Local School Supervision Committee that is consistent with the above criteria the schedule in question shall be forwarded to the Labour Relations Committee consisting of representatives of the Board and the Unit for resolution. Such resolution shall be reached by September 1<sup>st</sup>.
- 32.11 In the event that a resolution can not be reached regarding supervision at the Labour Relations Committee that is consistent with the above criteria the supervision schedule in question shall be forwarded immediately to the Provincial Stability Commission for resolution.

**ARTICLE 33 - 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.

**ARTICLE 34 - SECONDARY SCHOOL TEACHER WORKLOAD:**

- 34.01 All secondary teachers shall be assigned a timetable consisting of the following duties, credit courses and/or credit equivalent courses, as defined in the Education Act and Regulations as may be amended from time to time.
- (a) Secondary teachers shall be assigned three (3) credit/credit equivalent courses per semester, plus supervision/on-calls (to a maximum of 48 half periods per year), and preparation and planning time.
  - (b) Notwithstanding the above, Co-operative Education Teachers assigned to deliver four (4) credits of co-op in any one (1) semester shall be assigned no other duties in the semester that the four (4) credits are delivered.
  - (c) Secondary teachers with a workload assignment consisting of a combination of credit and credit equivalent courses shall have a maximum of three (3) credit and/or credit equivalent courses per semester, plus supervision/on-calls (to a maximum of 48 half periods per year), and preparation and planning time.
  - (d) A part-time teacher workload shall be pro-rated to that of a full-time teacher.
  - (e) A supervision/on-call shall be a half (1/2) period in duration.
  - (f) The Board shall allocate supervision/on-call assignments in a fair and equitable manner that is reflective of past practice.

**ARTICLE 35 - BEFORE AND AFTER SCHOOL BUS AND CAMPUS SUPERVISION**

- 35.01 The assignment of the above supervision shall be determined by the Principal or designate.
- 35.02 The assignment of the above supervision shall be equitably allocated amongst all teachers and be reflective of system practice.
- 35.03 A secondary classroom teacher who is not assigned a period one class shall be assigned to supervisory duties equal to the portion of T.A.G.

**ARTICLE 36 - ELEMENTARY REPORT CARD PREPARATION RELEASE TIME:**

- 36.01 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.
- 36.02 Effective September 1, 2006, there will be no provision for report card preparation release time.

**ARTICLE 37 - LUNCH TIME SUPERVISION:**

- 37.01 Every teacher shall receive a minimum of 40 uninterrupted minutes for lunch during the regularly scheduled lunch period.
- 37.02 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.
- 37.03 The Director shall have the power to redistribute this total lunch time supervision to best serve the needs of the system.

**ARTICLE 38 - STAFF ALLOCATION COMMITTEE:**

- 38.01 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.
- 38.02 The Committee shall examine issues related to the allocation of teacher staffing within and for the schools under the Board's jurisdiction.
- 38.03 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 39 - OECTA EXECUTIVE APPOINTEES TO THE BOARD'S PROFESSIONAL DEVELOPMENT COMMITTEE:**

The Unit Executive shall appoint two members of O.E.C.T.A. to the Board's Professional Development Committee.

**ARTICLE 40 - STAFFING PROVISIONS:**

Principals, with their school staff, 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 41 - 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 42 - ASSOCIATION REPRESENTATION ON COMMITTEES:**

Where the Board establishes a committee requiring teacher representation, two (2) teacher member(s) shall be appointed by the Unit Executive.

**ARTICLE 43 - ASSOCIATION REPRESENTATION AT DISCIPLINARY MEETINGS:**

The Board recognizes the right of members of the bargaining unit to have Association representation at disciplinary meetings with Board Administration.

**ARTICLE 44 - ASSOCIATION BUSINESS/ASSOCIATION REPRESENTATION:**

- 44.01 The Board recognizes the appointment (by election) of one Association representative at each school and board site.
- 44.02 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 45 - 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 46 - 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 47 - 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.

**ARTICLE 48 - CONTINUING EDUCATION:**

48.01 "Continuing Education Teacher" as referred to in this agreement shall mean a Teacher employed to teach a Continuing Education course, program or class, as per posted times and dates.

"Continuing Education Course" shall mean a credit course or a program or a class developed from Ministry of Education guidelines or approved by the Ministry of Education.

48.02 All such Continuing Education teacher positions that arise from the implementation of this article shall be posted and filled internally prior to any external advertising.

48.03 The hourly rate of pay for Continuing Education teachers teaching a credit course, or any elementary program or class shall be:

September 1, 2004	\$34.90 per hour,
September 1, 2005	\$35.60 per hour,
September 1, 2006	\$36.49 per hour,
September 1, 2007	\$37.59 per hour.

The above rates include vacation and statutory holiday pay, and are based only on scheduled classroom teaching hours.

48.04 The Board shall provide, to the Peterborough Victoria Northumberland Clarington OECTA Unit President, a list of the teachers employed in each session of Continuing Education within one (1) week of the commencement of each session.

48.05 A member placed in a position as per (1) above, as a Continuing Education teacher, shall be given a statement confirming their assignment, stating the location of the course, program or class, the name of the course, program or class, the start and end date of the course, program or class and the hourly compensation as agreed herein.

48.06 Association fees in the amount of 1.25% of salary shall be deducted from each Continuing Education teacher, and the Board shall remit the amount to OECTA Provincial Secretary-Treasurer as per Article 7.03(c).

48.07 A Continuing Education teacher shall be entitled to leave of absence with pay for:

- illness 2 days per session
- bereavement 2 days for immediate family as defined in Article 14 (a)
- bereavement 1 day for family as defined in Article 14 (b)

**ARTICLE 48 - CONTINUING EDUCATION: (cont'd)**

48.08 All contractual language affecting Continuing Education teachers is found within this Article 48 with the exception of the following:

- Article 1 - Recognition
- Article 2 - Duration
- Article 26 - Grievance Procedure

48.09 It is agreed that the employment of a Continuing Education Teacher is conclusively deemed to be terminated upon the completion of the course, program or class which the Teacher was employed to teach or the date of cancellation of the course, program or class which the Teacher was employed to teach.

## **LETTERS OF INTENT AND LETTERS OF UNDERSTANDING**

### **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 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 - ASSESSMENT, EVALUATION AND REPORTING COMMITTEE**

A committee composed of at least three or more members of the Unit and at least three or more members of the Board shall be initiated to discuss, study and make recommendations regarding assessment, evaluation and reporting practices for the 2005-2006 school year.

### **LETTER OF UNDERSTANDING - BENEFIT ON RETIREMENT**

The parties agree to establish a Labour/Management Joint Committee of four (4), two (2) representatives appointed by the Unit and two (2) representatives appointed by the Board, to review and make recommendations regarding retiree participation in group benefits offered by the Board.

### **LETTER OF UNDERSTANDING - CRIMINAL BACKGROUND CHECKS**

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

CBC's collected on or before July 31, 2003 and the yearly Offence Declaration 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 UNDERSTANDING - E-LEARNING COURSES, ELECTRONICALLY DELIVERED COURSES, PROGRAMS AND CLASSES**

In the event that the Board initiates a program or process for implementation of E-Learning Courses, Electronically Delivered Courses, Programs and/or Classes, the parties agree to form a joint committee of six (6), three (3) representatives appointed by the Unit and three (3) representatives appointed by the Board, to study, research, and make recommendations regarding the implementation of such vehicles.

### **LETTER OF UNDERSTANDING - LABOUR/MANAGEMENT JOINT COMMITTEE**

The parties agree to establish a Labour/Management Joint Committee of four (4), two (2) representatives appointed by the Unit and two (2) representatives appointed by the Board, that shall meet monthly to deal with, but not limited to, the following issues:

- (a) Teacher Mentor Program/Initiatives
- (b) Provincial Government Primary Class Size Initiative
- (c) Lead Teacher and Turn Around Teams

### **LETTER OF UNDERSTANDING - PERFORMANCE APPRAISAL**

It is understood that the following purposes will be incorporated in the development and implementation of the teacher performance appraisal process as established by the Ministry of Education in the document, Supporting Teacher Excellence, 2002.:

- 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



## **LETTER OF UNDERSTANDING - PERFORMANCE APPRAISAL (cont'd)**

It is further understood:

- no member of the Bargaining Unit shall participate in the performance appraisal of another member
- the concepts contained in the Ministry of Education Document Supporting Teacher Excellence dated 2002 (Bill 110) will form the basis of the Performance Appraisal process
- the Bargaining Unit shall be provided with the names of teachers who are on the performance appraisal cycle by October 31<sup>st</sup>
- 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 - SCHOOL DAY SCHEDULE**

The parties agree to form a joint committee of six (6) representatives composed of three (3) representatives appointed by each party to examine and make recommendations for the piloting of a Balanced School Day schedule in at least two elementary schools on or before September 1, 2006. The parties further agree that the implementation of Balanced School Day pilots will proceed only with the approval of administration and the local OECTA Unit Executive.

## **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.

## **LETTER OF UNDERSTANDING - TEACHER PERFORMANCE APPRAISAL MINISTRY OF EDUCATION CHANGES**

In the event that the Ministry of Education initiates changes to the Teacher Performance Appraisal Process as set out in the ministry of Education document, Supporting Teacher Excellence 2002, the parties agree to form a joint committee of six (6) representatives, composed of three (3) representatives appointed by each the Board and the Unit. The committee will review any changes and make recommendations regarding implementation.

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

**OECTA**

**BOARD**

Jim Adair  
Patricia Bell-Métivier  
Patty-Anne Bronson  
Paul Crowley  
Katherine Derhak  
Joe DeVuono  
Maureen Harrison  
Michelle Lange  
Berna MacDougall  
Tom Robinson  
Bart Scollard  
Dean Spence  
Brock Commeford, Provincial Representative

Granville Anderson  
Doug Finbow  
Frank Flagler  
Marg Godawa  
Dale Godin  
Debbie Willette

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, 2004, to August 31, 2008, inclusive.

Dated at Peterborough, Ontario, this \_\_\_\_\_ of \_\_\_\_\_, 2005.

SIGNED: \_\_\_\_\_  
Mr. J. Whibbs  
Board Chairperson  
Peterborough Victoria  
Northumberland and  
Clarington Catholic District  
School Board

SIGNED: \_\_\_\_\_  
Mr. D. Spence  
Chairperson  
L.C.B.C., O.E.C.T.A.  
Peterborough Victoria  
Northumberland and  
Clarington Unit

SIGNED: \_\_\_\_\_  
Mr. Frank Flagler  
Chairperson  
Human Resources Committee  
Peterborough Victoria  
Northumberland and  
Clarington Catholic District  
School Board

SIGNED: \_\_\_\_\_  
Mrs. P. Bronson  
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: skills and 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 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)

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### **PART I - ADJUSTMENTS**

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#### **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 11<sup>th</sup> 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<sup>st</sup> or January 1<sup>st</sup> provided course requirements are completed before September 1<sup>st</sup> or January 1<sup>st</sup>, 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.

## **PAY EQUITY PLAN (cont'd)**

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.

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## **PART II - IMPLEMENTATION**

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### **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.

### **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.

**PAY EQUITY PLAN (cont'd)**

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

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Email: [hrdept@pvnccdsb.on.ca](mailto:hrdept@pvnccdsb.on.ca)

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

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

1-800-268-7230

[www.oecta.on.ca](http://www.oecta.on.ca)

**Ontario College of Teachers**

1-888-534-2222

1-416-961-8800

[www.oct.ca](http://www.oct.ca)

**Ontario Teachers' Pension Plan Board**

1-800-268-6612

[www.otpp.com](http://www.otpp.com)

**Qualifications Evaluation Council of  
Ontario (QECO)**

1-800-385-1030

[www.qeco.on.ca](http://www.qeco.on.ca)

**Manulife Financial**

(Benefit Coverages)

1-800-268-3763

[www.coverme.com](http://www.coverme.com)

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

1-800-461-2292

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