



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE NORTHEASTERN CATHOLIC DISTRICT SCHOOL BOARD  
(hereinafter called "The Board")**

**AND**

**THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION  
representing the elementary and the secondary Teachers employed by the Board  
(hereinafter called "The Association")**

**SEPTEMBER 1, 2008 TO AUGUST 31, 2012**

**11904 (05)**

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## **ARTICLE 1 - PREAMBLE**

- 1.01 Whereas it is the desire of both parties to this collective agreement:
- 1.01.1 To maintain the existing harmonious relations between the Board and the Teachers; and
  - 1.01.2 To recognize the mutual value of joint discussions in all matters referred to in this collective agreement; and
  - 1.01.3 To provide for the prompt and fair disposition of grievances; and,
- 1.02 Whereas it is firmly held that educational services should be based on sound principles of a Christian and Catholic character; and
- 1.03 Whereas it is desirable that the terms and conditions of employment be drawn up in a collective agreement.
- 1.04 The Northeastern Catholic District School Board and the Northeastern OECTA Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

Now, therefore, the parties agree as follows:

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Board recognizes the Ontario English Catholic Teachers' Association as the sole and exclusive bargaining agent of all Teachers who are assigned to one or more schools under the Northeastern Catholic District School Board and who are members of the Ontario College of Teachers save and except Occasional Teachers.
- 2.02 The Board recognizes the right of the Association to authorize the Local Bargaining Unit to act as an agent of the Association in all matters relating to the negotiation, interpretation, and application of this Collective Agreement on behalf of all Teachers covered by this Collective Agreement.
- 2.03 The Board recognizes the right of the Local Bargaining Unit to receive assistance from the Association, or any duly authorized agent, to assist in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.04 The Local Bargaining Unit recognizes the right of the Board to consult with their administrative staff and to obtain other such additional outside assistance as the Board considers appropriate.
- 2.05 The Association shall provide the Board with the names of its six (6) representatives on the Negotiating Committee, and the Board shall provide the Association with the names of the six (6) representatives of the Board's Negotiating Committee prior to the commencement of negotiations. Any additions or deletions from the list of names provided shall be communicated to the other party without undue delay. The Association or the Board may be permitted to substitute one of its representatives at any time during the negotiating process. The Board shall grant leave of absence without loss of pay or credits to members of the Association who participate in negotiations, conciliation or interest arbitration. The

Association shall reimburse the Board for the cost of the Occasional Teachers during conciliation or interest arbitration while both parties agree to share equally in the cost of occasional Teachers to a maximum of five (5) per school day in negotiations prior to conciliation (effective September 1, 2003).

### **ARTICLE 3 - STRIKES OR LOCK-OUTS**

- 3.01 There shall be no strike or lockout during the term of this agreement or of any renewal of the agreement except as specified in the Ontario Labour Relations Act.
- 3.02 For the purpose of Article 3.01, "strike" and "lock-out" have the same meaning as under the Labour Relations Act and as per the Education Act.

### **ARTICLE 4 - DEFINITIONS**

- 4.01 Except as specifically provided herein, the words and phrases used in this Collective Agreement shall be ascribed the meaning provided for in the Education Act or the Ontario Labour Relations Act as amended from time to time, and the Regulations thereto and shall be interpreted consistently with the provisions of the said Statutes and Regulations.

### **ARTICLE 5 - MANAGEMENT'S RIGHT**

- 5.01 The parties recognize that it is the exclusive function of the Board to manage its operations subject to the terms of the Collective Agreement and consistent with the Provincial and Federal statutes.

### **ARTICLE 6 - GENERAL**

- 6.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereof shall pass to and from the Director of Education or designate and the President of the Local Bargaining Unit or designate.

### **ARTICLE 7 - DUES DEDUCTIONS**

- 7.01 The Board shall deduct from the pay of each Teacher who is within the scope of this Collective Agreement, 20 equal installments for the fees established by the Association. The Association shall advise the Board, in writing, of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The dues deducted shall be remitted to the Association no later than the fifteenth of the month following the date on which the deductions were made.
- 7.02 The Local Bargaining Unit may assess members with local fees. The Local Bargaining Unit shall advise the Board, in writing, of the amount of the fees authorized by the Local Bargaining Unit membership in keeping with the Constitution and By-laws of the OECTA Northeastern Unit. Such notice shall be forwarded to the Director of Education or designate at least one (1) month prior to the deductions taking effect.
- 7.03 The Association and or the Local Bargaining Unit shall indemnify and save the Board harmless against any claim or liability arising out of such deductions authorized by the Association and or the Local Bargaining Unit.

- 7.04 For the purpose of Article 7.01, "regular union dues" shall have the same meaning as under section 47 (2) of the Labour Relations Act.

## **ARTICLE 8 - TERM OF AGREEMENT**

- 8.01 This Collective Agreement shall be in effect from September 1, 2008 and shall remain in effect until August 31, 2012, and from year to year thereafter, unless either party notifies the other party, in writing, as to its desire to renew the Collective Agreement with or without modifications, pursuant to Section 59 of the Ontario Labour Relations Act.
- 8.02 Amendments, deletions or additions to the Collective Agreement defined herein shall be made, in writing, only by mutual consent of the parties to this Collective Agreement.

## **ARTICLE 9 - GRIEVANCE/ARBITRATION PROCEDURES**

### **9.01 Intent and Definition of Grievance**

It is mutually agreed that it is the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, or alleged contravention of this Collective Agreement, including any questions as to whether a matter is arbitrable.

### **9.02 Informal Stage**

9.02.1 Any dispute should first be discussed with the School Principal or the immediate Supervisor within twenty (20) school days of the event or circumstances giving rise to the complaint. The Teacher shall have the right to Association representation for such meetings with the School Principal or immediate Supervisor. If the dispute is not resolved within ten (10) school days of informal discussions, the Local Bargaining Unit may file a formal grievance at Step 1.

9.02.2 A grievance may be lodged at Step 1 by the Local Bargaining Unit on behalf of the Teacher or by the Board.

### **9.03 Step 1**

If the dispute is not deemed settled as per Article 9.02.1 as set out above, the Local Bargaining Unit shall submit a formal grievance notice, in writing, within five (5) school days of the expiration of the ten (10) school days referred in Article 9.02.1 to the Superintendent of Education or Manager of Human Resources that a grievance meeting is requested. The grievance signed by the Teacher shall contain the complete grievance, list all clauses alleged to have been violated by specific number, the settlement requested and shall not be amended after its submission. The Superintendent of Education or Manager of Human Resources and other persons that the Superintendent of Education or Manager of Human Resources deems appropriate, may request a meeting with the grievor (s) and the grievor's Local Bargaining Unit representative, within five (5) school days of receipt of the notice. The Superintendent of Education or Manager of Human Resources shall provide a written answer within ten (10) school days following the meeting. If a meeting is not requested by the Superintendent of Education or Manager of Human Resources, he/she shall provide a written answer within ten (10) school days of the submission of the grievance.

#### 9.04 Step 2

If the grievance is not deemed settled on the basis of the answer given in Step 1, the Local Bargaining Unit shall, within five (5) school days of the receipt of the answer given in Step 1, notify the Director of Education, in writing, that a grievance meeting is requested. The Director of Education or designate and other persons that the Director of Education or designate deems appropriate may request a meeting with the grievor (s) and the grievor's Association representative, within five (5) school days of the receipt of the notice. The Director of Education or designate shall provide a written reply within ten (10) school days following the said meeting of the Board. If a meeting is not requested by the Director of Education, he/she shall provide a written reply within ten (10) school days of the submission of the grievance.

#### 9.05 Step 3

If the grievance is not deemed settled on the basis of the answer given in Step 2, the Local Bargaining Unit shall, within ten (10) school days of the receipt of the answer given in Step 2, notify the Director of Education, in writing, of its desire to submit the grievance to arbitration. The parties may, by mutual consent, agree to submit the grievance to a single arbitrator as per article 9.09 or to an arbitration board as follows. The notice shall contain the name and address of the Local Bargaining Unit's appointee to the arbitration board. The Director of Education or designate shall, within ten (10) school days inform the Local Bargaining Unit of the Board's appointee to the arbitration board. The two (2) appointees shall, within ten (10) school days or such longer period as they may agree upon, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chair within the time limit, either the Local Bargaining Unit or the Director of Education or designate may request the appointment of a chair by the Minister of Labour.

9.05.1 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

9.05.2 The decision of the majority shall be the decision of the arbitration board, but if there is no majority, the decision of the chair shall be binding on the parties. The decision of the Arbitration board shall be final and binding and enforceable on the parties.

9.05.3 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this Collective Agreement.

9.05.4 Each party shall bear the fee and / or expense of its appointee to the arbitration board and any fees and / or expenses of the chair shall be borne equally by the parties. Each party shall bear its own expenses respecting appearances at hearings of the arbitration board. Each party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

9.06 All the time limits fixed herein for the grievance procedure may be altered only upon the mutual consent of the parties. One or more steps in the grievance procedure may be omitted in the in the processing of a grievance only upon the written mutual consent of the parties. If a grievance is not submitted or advanced from one step to another within the time limits prescribed, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

9.07 Policy Grievance

Either the Board or the Association shall have the right to file a policy grievance against the other based on a difference of opinion directly between them arising out of the interpretation or claimed violation of this Collective Agreement. All such grievances must be in writing signed by the filing party and presented to the other party within twenty (20) school days of the occurrence of the circumstances giving rise to the grievance. A policy grievance shall be filed at Step 1 and shall apply with the necessary modifications where a grievance is initiated by the Board.

9.08 Group Grievance

Where an issue relating to the interpretation, application or alleged violation of the Collective Agreement directly affects more than one (1) Teacher such that they each would be entitled to file a grievance, the Local Bargaining Unit may file a group grievance on behalf of the Teachers. The group grievance shall be signed by each Teacher claiming to be affected. A group grievance shall be filed at Step 1 of the grievance procedure within ten (10) school days of the occurrence of the circumstances giving rise to the grievance.

9.09 It is understood that the parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Article 9.05 rather than an arbitration board. In the event the parties are unable to agree upon a single arbitrator, having previously mutually agreed to proceed to a single arbitrator, the parties may request the Minister of Labour to make the appointment.

**ARTICLE 10 - WORKING CONDITIONS**

10.01 A Teacher shall have access to his/her personnel file, maintained in the Human Resources Department, upon written request. The Teacher's file will be examined in the presence of a person assigned by the Board. If the request is from a Teacher out of the Timmins area, a mutually acceptable time will be determined and the location shall be at the school where the Teacher has been assigned unless another location is mutually agreed upon.

10.02 Documentation (including any letters of summary) regarding the Teacher will not be placed in his/her file without a copy being provided to the Teacher. A Teacher's response if any will be placed in the file.

**ARTICLE 11 - EXPERIENCE**

11.01 a) The term "experience" means the total time served as a qualified Teacher while employed by a school board expressed in years, months and days of service. Part year teaching experience shall be paid as per grid provided the Teacher has six (6) months or more experience. The effective dates for the increment changes shall be September 1 of that school year.



- b) For Teachers hired on or after December 1, 2008, the term “experience” will include teaching experience as a qualified Regular Teacher or Long Term Occasional Teacher in an elementary and/or secondary school in an institution that is either:
- i) funded by the Ministry of Education,
  - ii) funded by the Federal Government,
  - iii) recognized by the Ministry of Education as eligible to grant a Secondary School Diploma, or
  - iv) in a School Board or District in another province.

Teachers shall be responsible for submitting all substantiating documentation.

- 11.02 Where accumulated experience is less than .6, but greater than .5, placement on the salary schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent experience times the grid interval. e.g. 2.5 years shall be grid salary for 2 years plus .5 x (grid interval between two (2) years and three (3) years in the appropriate category).
- 11.03 Teachers shall be responsible for providing proof of teaching experience gained with other boards. Proof of request of experience shall be submitted in writing within sixty (60) days of hire to be effective on the date of hire. Proof of teaching experience received after sixty (60) days will be effective on the date received by the Board.
- 11.04 Actual years of experience accrued as of August 31 shall be rounded to the higher whole number for grid placement for the subsequent school year .6 or greater representing 1 year of experience.
- 11.05 Teachers previously in the employ of the O’Gorman Private School Board transferred to this Board shall be given full credit for years of experience under this Board. Teachers previously in the employ of the constituent school boards amalgamated as per Bill 30 (1986) shall be given full credit for years of experience under this Board.
- 11.06 Applicable at the secondary level only, related industrial experience above the requirements for entrance to an Ontario Faculty of College of Education shall be paid as per grid to a maximum of seven years. Six (6) months or more experience will count as a full year with the seven years maximum without retroactivity of payment.
- 11.07 Applicable at the secondary level only, the allowance for Business and Professional experience acquired after the graduation from a university or other acceptable post-secondary school of learning, or above the requirements for entrance to an Ontario Faculty of Education shall be, as per grid, to a maximum of seven (7) years. Six (6) months or more experience will count as a year (1) within the seven (7) years maximum without retroactivity of payment.

## **ARTICLE 12 - QUALIFICATIONS**

- 12.01.1 Teachers shall be paid in accordance to Programme 5 of the Qualifications Evaluation Council of Ontario (Q.E.C.O). Qualified Teachers hired without a QECO evaluation shall be paid according to Category A until official documentation is submitted unless the Director of Education or designate authorizes a temporary classification to a higher level to reflect the documents presented at the time of employment. Salary adjustments shall be affected in accordance with the dates set at Article 12.02.

12.01.2 Teachers hired before September 2004 will not be impacted negatively by the Qualifications Evaluation Council of Ontario (QECO) Programme 5.

12.02 Subject to the time limits set forth at article 12.03, the effective dates for adjustment as a result of a change of classification shall be either September 1 or January 1 of any school year.

12.03 Course Completion by	Documentation to the Board by	Pay Retroactivity
Before Sept. 1	March 31	Sept. 1
After Sept. 1	June 30	Jan. 1

No retroactivity to exceed one (1) school year. If documentation is not received, notify the Board.

The official letter of acceptance and certificate issued by QECO shall be submitted to the Manager of Human Resources. A letter of acknowledgement will be issued.

### **ARTICLE 13 - METHOD OF PAYMENT**

13.01 Teachers are entitled to be paid their annual salary in the proportion that the number of work days for which they perform their duties in the school year bears to the number of days in the work year. The daily salary shall be determined as follows:  
Total annual salary / Number of work days during the work year.

13.02 Effective **September 1, 2008**, a Teacher's annual salary will be paid in twenty-six (26) instalments on every second Thursday subject to the following:

13.02.1 1<sup>st</sup> payment 1/26 of the annual salary payable on September 4, 2008.

13.02.2 2<sup>nd</sup> payment 1/26 on Thursday September 18, 2008.

13.02.3 3<sup>rd</sup> to 26<sup>st</sup> payment: 1/26 payable every second Thursday thereafter.

13.03 For the **school year 2009-2010**, the distribution shall be as follows:

13.03.1 1<sup>st</sup> payment 1/26 of the annual salary payable on September 3, 2009.

13.03.2 2<sup>nd</sup> payment 1/26 of the annual salary payable on Thursday, September 17, 2009.

13.03.3 3<sup>rd</sup> to 26<sup>st</sup> payment: 1/26 every second Thursday thereafter.

13.04 For the **school year 2010-2011**, the distribution shall be as follows:

13.04.1 1<sup>st</sup> payment 1/26 of the annual salary payable on September 2, 2010.

13.04.2 2<sup>nd</sup> payment 1/26 of the annual salary payable on Thursday, September 16, 2010.

13.04.3 3<sup>rd</sup> to 26<sup>st</sup> payment: 1/26 every second Thursday thereafter.

13.05 For the **school year 2011-2012**, the distribution shall be as follows:

13.05.1 1<sup>st</sup> payment 1/27 of the annual salary payable on September 1, 2011.

13.05.2 2<sup>nd</sup> payment 1/27 of the annual salary payable on Thursday, September 15, 2011.

13.05.3 3<sup>rd</sup> to 27th payment: 1/27 every second Thursday thereafter.

13.06 For the **school year 2012-2013**, the distribution shall be as follows:

13.06.1 1<sup>st</sup> payment 1/26 of the annual salary payable on September 13, 2012.

13.06.2 2<sup>nd</sup> payment 1/26 of the annual salary payable on Thursday, September 27, 2012.

13.06.3 3<sup>rd</sup> to 26st payment: 1/26 every second Thursday thereafter.

13.07 Notwithstanding the provisions of Article 13.02, 13.03 and 13.04, minor modifications may be effected to reflect the work year of Teachers working less than ten (10) months.

13.08 Each Teacher's pay shall be deposited in his/her particular local banking facility while his/her deposit advice will be delivered via Board email.

13.09 Teachers retiring or resigning within the school year shall be entitled to receive their full remaining salary as to the date of resignation or retirement subject to the provisions of Article 29 as it relates to the notice period. Such request shall be presented in writing thirty (30) calendar days prior to the retirement date.

#### **ARTICLE 14 - SALARY SCHEDULE**

14.01 The basis for payment will be Teacher qualifications and experience as provided for in Articles 11 and 12. On or before November 1<sup>st</sup>, the Board shall provide to each Teacher a statement setting forth the following:

- Credit for teaching experience
- Salary classification
- Salary grid placement and annual allowance

a copy of which shall be provided to the President of the Local Bargaining Unit.

**14.02 Effective September 1, 2008**

	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	38028	39341	44583	47863	49828
<b>1</b>	39341	41961	47208	50485	52450
<b>2</b>	41961	44583	49828	53106	55075
<b>3</b>	44583	47208	52450	57039	58354
<b>4</b>	47208	49828	55075	59662	61631
<b>5</b>	49174	52450	57696	62613	64910
<b>6</b>	51142	55075	61631	67854	68187
<b>7</b>	54418	57696	64137	69826	71467
<b>8</b>	57039	60319	66612	72779	74743
<b>9</b>	59662	64948	68560	75810	78023
<b>10</b>	62694	67544	71556	78665	82611
<b>11</b>	65117	69499	73957	81433	86677

**14.03 Effective September 1, 2009**

	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	39169	40521	45920	49299	51323
<b>1</b>	40521	43220	48624	52000	54024
<b>2</b>	43220	45920	51323	54699	56727
<b>3</b>	45920	48624	54024	58750	60105
<b>4</b>	48624	51323	56727	61452	63480
<b>5</b>	50649	54024	59427	64491	66857
<b>6</b>	52676	56727	63480	69890	70233
<b>7</b>	56051	59427	66061	71921	73611
<b>8</b>	58750	62129	68610	74962	76985
<b>9</b>	61452	66896	70617	78084	80364
<b>10</b>	64575	69570	73703	81025	85089
<b>11</b>	67071	71584	76176	83876	89277

**14.04 Effective September 1, 2010**

	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	40344	41737	47298	50778	52863
<b>1</b>	41737	44517	50083	53560	55645
<b>2</b>	44517	47298	52863	56340	58429
<b>3</b>	47298	50083	55645	60513	61908
<b>4</b>	50083	52863	58429	63296	65384
<b>5</b>	52168	55645	61210	66426	68863
<b>6</b>	54256	58429	65384	71987	72340
<b>7</b>	57733	61210	68043	74079	75819
<b>8</b>	60513	63993	70668	77211	79295
<b>9</b>	63296	68903	72736	80427	82775
<b>10</b>	66512	71657	75914	83456	87642
<b>11</b>	69083	73732	78461	86392	91955

**14.05 Effective September 1, 2011**

	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	41554	42989	48717	52301	54449
<b>1</b>	42989	45853	51585	55167	57314
<b>2</b>	45853	48717	54449	58030	60182
<b>3</b>	48717	51585	57314	62328	63765
<b>4</b>	51585	54449	60182	65195	67346
<b>5</b>	53733	57314	63046	68419	70929
<b>6</b>	55884	60182	67346	74147	74510
<b>7</b>	59465	63046	70084	76301	78094
<b>8</b>	62328	65913	72788	79527	81674
<b>9</b>	65195	70970	74918	82840	85258
<b>10</b>	68507	73807	78191	85960	90271
<b>11</b>	71155	75944	80815	88984	94714

## ARTICLE 15 - ALLOWANCES

15.01 The Board may appoint or hire Teachers to hold any of the following positions of responsibility. The existence of a provision in this Collective Agreement shall not obligate the Board to appoint or fill any position of responsibility. It being understood that the decision to create and fill a position of responsibility rests solely with the Board.

### 15.02 Department Heads

15.02.1 An annual allowance will be paid to a Teacher when appointed as a Major Department Head. The annual allowance shall be as follows:

Effective September 1, 2008:	\$6,241.80
Effective September 1, 2009:	\$6,429.05
Effective September 1, 2010:	\$6,621.92
Effective September 1, 2011:	\$6,820.58

15.02.2 An annual allowance will be paid to a Teacher when appointed as Assistant Department Head. The annual allowance shall be as follows:

Effective September 1, 2008:	\$3,094.12
Effective September 1, 2009:	\$3,186.94
Effective September 1, 2010:	\$3,282.55
Effective September 1, 2011:	\$3,381.03

### 15.03 Special Assignment Teacher

When appointed to a full-time position of Special Assignment Teacher, the Teacher will be paid an annual allowance. The annual allowance shall be as follows:

Effective September 1, 2008:	\$4,380.59
Effective September 1, 2009:	\$4,512.01
Effective September 1, 2010:	\$4,647.37
Effective September 1, 2011:	\$4,786.79

The allowance shall be prorated for those Teachers appointed on a part-time basis.

### 15.04 Travel Allowance

The travel allowance for Teachers required to travel to conduct school business shall be in accordance with the Board's Travel Policy.

### 15.05 Master's Degree (or greater)

An allowance shall be paid to all members of the unit wherever this degree is not being used as a basis of salary placement. Prior to payment of the above, a statement from QECO must be submitted to the Board indicating that the master's degree (or greater) was not utilized in achieving the category for which the Teacher is being paid. This allowance shall have the effect of piercing the maximum for all members. The allowance shall be as follows:

Effective September 1, 2008:	\$1,019.70
Effective September 1, 2009:	\$1,050.29

Effective September 1, 2010:	\$1,081.80
Effective September 1, 2011:	\$1,114.25

- 15.06 Although the Board has the sole right to create a new position of responsibility, consultation will occur with the Bargaining Unit prior to the posting and the allowance for any new position of responsibility created shall be negotiated with the Local Bargaining Unit.

**ARTICLE 16 - BENEFITS FOR REGULAR TEACHERS**

- 16.01 The Board shall furnish, by February 15, to the President of the Local Bargaining Unit, with an annual report as to the state of the plans as of December 31<sup>st</sup> of the previous calendar year. A copy of the Master Benefit Policy shall be provided to the Association within one month of the Association's request and/or an amendment to the policy.
- 16.02 The Board has the right to substitute carriers provided the level of benefits is not decreased. The Local Bargaining Unit shall be consulted prior to any substitution of carrier. Following the implementation of the plans on February 1, 2000, the level of coverage shall not be altered except by mutual consent of the parties.
- 16.03 Teachers on an approved leave of absence may choose to maintain without the Board's participation benefits subject to the term of the Carrier at 16.05, providing Teachers submit post dated cheques in prepayment of the premium to the Board's Office. Teachers shall inform the Board, in writing, of their decision prior to the beginning of the leave. If premiums are not received, the Teacher will be suspended from the benefit plans until their return to work. The daily basis for the calculation of the daily share of the monthly premium shall be calculated by dividing the annual premium by 194 days. It is understood that the total prepayment of the premium shall not exceed the annual premium in a given twelve (12) month period.
- 16.04 As a condition of continued enrolment, Teachers who are enrolled in the Group Benefit Plans as per a Family Status shall complete the enrolment form upon request from the Board and return it to the Board within a twenty (20) calendar day period. For the purpose of a Family Plan, the definition of a dependent/spouse shall be in accordance with the carrier's definition.

On or before the effective date of resignation, Teachers shall remit to the Director of Education or designate all their group enrolment cards to which they subscribed. Teachers who have indicated in writing their intention to withdraw from the group benefit plans and continue to make use of the privileges granted under the same plan will be billed accordingly.

The Board's share of the premium shall be pro-rated for part-time regular Teachers in the same manner as their salary is pro-rated to the annual salary.

16.05 **Group benefits for regular Teachers:**

- 16.05.1 All regular Teachers shall be covered by a group life insurance policy in the amount that corresponds to 300% of their respective annual earnings to a maximum of \$200,000. The Board shall pay 90% of the premium.
- 16.05.2 Regular Teachers shall have the option to purchase group life insurance for their spouse (\$10,000) and children (\$5,000). The Board shall pay 50% of the premium.

16.05.3 Health Care Benefits

The Board shall pay 90% of the premium of the Plan. Coverage for vision care shall be \$250.00 every 24 months. Teachers agree to pay \$2.00 deductible per prescription. The plan shall be compulsory for all new Teachers, as of September 1, 2000 unless the spouse is covered under a plan at his/her place of employment.

16.05.4 Dental Plan

The Board shall pay 90% of the premium of the Basic dental plan, 75% of the premium of the Major dental plan. The plan shall be compulsory for all new Teachers, as of September 1, 2000 unless the spouse is covered under a plan at his/her place of employment.

16.05.5 Long Term Disability

A Long Term Disability plan shall be provided where 100% of the cost is to be paid by the Teacher. The Board shall administer the plan for the Teachers. The plan shall be compulsory for all Teachers who were employed by the Board or by a predecessor Board after September 1, 1989. Notwithstanding the terms of the policy, the Board shall not pay salary deducted from sick leave credits to a Teacher who is eligible to receive Long Term Disability Benefits. The waiting period shall not exceed 90 calendar days.

16.05.6 Effective September 1, 2008, the Board agrees to transfer to individual Teachers an amount equivalent to five-twelfths (5/12) of the savings resulting from the reduction in Employment Insurance premiums.

**ARTICLE 17 - LEAVE OF ABSENCE**

17.01 Unless specifically provided otherwise in this Collective Agreement, a leave of absence may be granted at the Board's discretion. Wherever possible, the request for a leave of absence without pay shall be presented in writing to the Director of Education or designate at least ninety (90) calendar days before the leave is expected to begin.

17.02 A Teacher who is eligible to receive Long Term Disability Benefits shall be deemed to be on a leave of absence without pay as of the date upon he or she becomes entitled to receive such benefits. If a decision is not rendered, the Board will continue payment of salary to the extent that the Teacher has accumulative sick leave credits. Sick leave credits will be refunded and upon acceptance of Long Term Disability, salary will be refunded and sick leave credits will be credited.

17.03 Subject to the redundancy provisions, the Board shall provide a teaching position within the geographical regions outlined in article 33.03 to a Teacher upon returning from a leave of absence.

17.04 During the period of leave of absence without pay, seniority only shall be permitted to accumulate.



## **ARTICLE 18 - ASSOCIATION LEAVE**

- 18.01 Upon written request of the Local Association Executive, prior to April 30th, the Board shall grant a leave of absence from educational duties for the following school year for the President of the Local Association. The Local Association shall reimburse the Board for the salary and benefits of the Local President for the leave portion.
- 18.02 Seniority, experience and sick leave credit shall continue to accumulate during the leave.
- 18.03 Subject to the redundancy provisions, the Teacher shall return to the same geographic region and in the same division vacated prior to the leave.
- 18.04 Upon written request from the Local President, a Teacher may be released from educational duties to perform official Association/Federation business without loss of pay, benefits, seniority, experience or sick leave credits. This leave shall not be unduly withheld.
- 18.05 The Local Association shall reimburse the Board for the cost of salary and benefits of the released Teacher. The Board shall submit a bill for payment semi-annually in December and June to the president of the President of the Local Bargaining Unit. The salary paid to the President of the Local Bargaining Unit and the responsibility allowance shall be consistent with the Association Policy. The Association shall notify the Board in writing prior to August 1 of any school year.
- 18.06 In the event that the President is unable to perform his/her duties for a period of more than twenty (20) consecutive school days due to injury or illness, and makes an application and qualifies for LTD benefits, the Association may appoint another Teacher as Interim President until the President is able to return to his/her duties.

## **ARTICLE 19 - PREGNANCY / PARENTAL / ADOPTION LEAVE**

- 19.01 The Board will grant a pregnancy/parental/adoption leave without pay to a Teacher as per the terms of the Employment Standards Act. At the time of notification of her pregnancy leave, or within thirty (30) calendar days of the birth/adoption of the child, the Teacher may request an extended leave of absence up to the end of the school year following the expiration of the pregnancy/parental/adoption leave. This leave shall be provided to the Teacher.
- 19.02 The Board will return a Teacher to the Teacher's previous school in a teaching assignment for which he or she is qualified upon returning from the leave of absence in 19.01. If a Teacher's leave begins and ends within the same school year, the Board will make every effort to return the Teacher to the teaching assignment held prior to the leave.
- 19.03 **SEB PLAN (Maternity leave)**
- 19.03.1 Subject to the provisions of the Collective Agreement, this plan may provide for benefits before the Employment Insurance Benefits paid upon a maternity leave, paternity leave or adoption leave.
- 19.03.2 No benefits will be paid unless eligibility to Employment Insurance Benefits has been demonstrated.

- 19.03.3 The supplement is only payable to a Teacher for the two (2) week waiting period provided the Teacher submits an official proof that a request has been submitted for benefits under the federal program.
- 19.03.4 For pregnancy leave only, the Board will pay a Supplementary Employment Benefit for Teachers eligible for Employment Insurance. The top-up will provide for one hundred percent (100%) of the Member's regular salary for the two (2) week waiting period, and the difference between what the Teacher received from Employment Insurance and their regular wage for a maximum of a further six (6) week period.

## **ARTICLE 20 - PARENTAL LEAVE**

- 20.01 The Board will grant a Parental Leave of absence without pay to a Teacher as per the terms of the Employment Standards Act.

## **ARTICLE 21 - LEAVES**

- 21.01 Absence without deduction from sick leave credit:

A Teacher shall be entitled to a leave of absence without deduction of salary, or sick leave credit provided notification is given to their immediate supervisor or designate when:

- 21.01.1 Exposure to a communicable disease, they are quarantined or otherwise prevented by the order of the medical health authorities from attending their duties.
- 21.01.2 They are required to attend court because of jury duty or as subpoenaed witness. All remuneration received from the court except mileage allowance and other court approved expenses shall be paid to the Board.
- 21.01.3 Their spouse has given birth to a child/children or adopts a child/children, a maximum of two (2) days per school year.
- 21.01.4 They are absent from duty for the purpose of writing examinations for the improvement of their professional qualifications, as authorized by the Director of Education or designate; a maximum of 0.5 day per school year.
- 21.01.5 Personal Leave(s)

Teachers may request a leave for personal reasons to a maximum of two (2) days per school year with pay with no possibility of carry over to the next school year. Effective September 1, 2008, a third day with no possibility of carry over may be granted upon application with the Teacher reimbursing the Board at the flat rate of \$175.00. Effective September 1, 2010, a third day with no possibility of carry over may be granted upon application with the Teacher reimbursing the Board at the flat rate of \$200.00. The Board shall endeavour to fill the position with a qualified Occasional Teacher. This leave provision is to be pro-rated for part-time Teachers. A request made under this clause shall be presented in writing to the immediate supervisor at least five (5) teaching days before the leave is to be taken. Where notification is not possible due to an emergency situation, the

Teacher will document the request for the leave, by completing a leave request form, upon immediate return to work. The period of notification is extended to ten (10) working days if the request is for a leave to be taken immediately prior or following a period of holiday or long week-end.

#### 21.01.6 Bereavement Leave

21.01.6.1 All Teachers shall be granted up to five (5) working days leave without loss of salary to attend the funeral of a spouse, mother, father, legal guardian, child, step-child, brother, sister, son-in-law, daughter-in-law, grandchild, grandparent, step-parent, father-in-law and mother-in-law.

21.01.6.2 All Teachers shall be granted up to three (3) working days leave without loss of salary to attend the funeral of a grandparent-in-law, brother-in-law, sister-in-law, niece and nephew.

21.01.6.3 Teachers may be granted up to one (1) day without loss of salary to attend the funeral of a relative not mentioned above or a close personal friend.

21.01.6.4 Additional days with or without pay may be granted at the discretion of the Director of Education.

#### Other Leaves

21.02 A Teacher may be granted a leave of absence without loss of salary or sick leave credit to attend professional conferences or educational functions provided prior approval is given by the Director of Education or designate.

21.03 A Teacher may be granted a leave of absence with pay to a maximum of 2 days per school year and no deduction from sick leave credit for the following reasons where the prior approval, where possible, is given by the Director of Education or designate:

21.03.1 Serious illness or accident requiring medical attention for the spouse and the children or the parent of the Teacher. A serious illness shall be considered one involving major surgery as certified by a doctor or one in which concern is expressed by a doctor for the life of the patient.

21.03.2 Major surgery requiring confinement of up to three (3) days in hospital occurring for the spouse, child or parent of the Teacher.

21.03.3 Accompany a spouse, child or parent, to keep an appointment with a medical/dental specialist provided proof is submitted that the patient has been referred for treatment and provided the spouse, child or parent, requires someone to accompany them. Where possible, such proof should be provided prior to the leave.

21.04 The Board will grant Family Medical Leave as per the terms of the Employment Standards Act.

21.05 Additional days with or without pay may be granted at the discretion of the Director of Education.

## **ARTICLE 22 - WORKERS' SAFETY AND INSURANCE BENEFITS**

- 22.01 A Teacher who is injured in the course of his or her duty and who receives Insurance benefits from the Workplace Safety and Insurance Board shall be provided the opportunity to elect:
- 22.01.1 to receive his or her indemnity directly from the Workplace Safety and Insurance Board without deduction from his or her accumulated sick leave credits, or
  - 22.01.2 to remit his or her indemnity to the Board and receive from the Board his or her full salary in accordance with this Collective Agreement in which case the Board shall deduct from the Teacher's accumulated sick leave for each day of absence from work the proportion of time equivalent to the amount paid by the Board (Salary less benefits) to allow the Teacher to receive his or her full salary. When the Teacher's cumulative sick leaves are entirely used up, the conditions of 22.01.1 shall apply.

## **ARTICLE 23 - PROBATIONARY PERIOD**

- 23.01 For the initial year of employment as a Teacher with the Board, a Teacher will be on probation.

## **ARTICLE 24 - JUST CAUSE AND DENOMINATIONAL CAUSE**

- 24.01 No Teacher shall be disciplined, demoted or dismissed, without just cause.
- 24.02 The Board shall provide the Teacher with a written notice of termination of employment.
- 24.03 Such notice shall state the reason(s) for termination.
- 24.04 Such notice shall be sent to the Teacher's last known address or hand delivery by the Director of Education or Manager of Human Resources.
- 24.05 Failure to provide such notice shall render the termination null and void.
- 24.06 Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article 27 of the Collective Agreement.
- 24.07 In order to give effect to the denominational rights of Roman Catholics for their separate schools or school trustees under section 93 of the Constitution Act, the parties agree that notwithstanding any other provision of this Collective Agreement, a grievance alleging that a Teacher has been discharged in breach of this Collective Agreement, and whom the Board has purported to discharge for denominational cause shall be referred to a mutually agreed upon Catholic Arbitrator. In the event the Parties are unable to agree upon a single arbitrator, the Parties may request the Minister of Labour to make the appointment of a Catholic Arbitrator.

## **ARTICLE 25 - DENOMINATIONAL RIGHTS**

25.01 Nothing in this Collective Agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholics, under section 93 of the Constitution Act.

## **ARTICLE 26 - SENIORITY**

### 26.01 Definition

Seniority shall mean the length of continuous service in the Local Bargaining Unit at the respective panel from the most recent date of hire with the Board or one of its predecessor boards excluding the period of employment as occasional Teacher.

26.02 Leaves of absence shall not be considered an interruption of service for purpose of establishing seniority.

### 26.03 Seniority Lists

For the purpose of the seniority lists, the secondary panel shall be considered independently from the elementary panel. The seniority lists shall provide for the names of the Teachers, the date of commencement of employment at the respective panel and the tie breaker conditions contained in 26.07.1, 26.07. 2 and 26.07.3.

26.04 The seniority lists shall be open for correction for twenty (20) school days after its distribution to the President of the Local Bargaining Unit. For each respective list, the President or designate shall within five (5) school days thereafter signify the acceptance to the Director of Education or designate in writing or request to meet the Director of Education or designate to discuss any change, modification, or correction. The list shall then be revised incorporating every change mutually agreed upon and remitted to the President of the Local Bargaining Unit.

26.05 The Seniority lists shall be updated each year as of October 15.

26.06 Part-time Teachers shall not be pro-rated except as provided for in 26.07.

26.07 Where the seniority of one or more Teachers is equal, the determination of their respective positions on the seniority list shall be based upon the following criteria, and in order:

26.07.1 Total teaching experience with the Board or its predecessor Board(s) during the period of continuous service;

26.07.2 Other teaching experience with the Board or its predecessor Board(s);

26.07.3 Total teaching experience recognized for salary purposes;

26.07.4 Qualifications with respect to QECO Evaluation as of December 31 of the school year in accordance with the supporting documents presented to the Board at least ten (10) calendar days prior to the seniority list being distributed and where this is equal;

26.07.5 By lot drawn in the presence of the President of the Local Bargaining Unit or designate.

## **ARTICLE 27 - SYSTEM REDUNDANCY**

### 27.01 Aims

The aims of this article are to:

27.01.1 Identify the procedure for determining staff redundancy.

27.01.2 Provide for an equitable system to determine redundant staff.

### 27.02 Procedures

27.02.1 A "redundant Teacher" is a Teacher for whom no position is available with the elementary panel or the secondary panel of the Board for reason of reduction of staff at the respective panel. "Redundancy" has the corresponding definition.

27.02.2 "Recall" shall mean the return to active employment to a teaching position to which the Teacher is qualified in the panel to which the Teacher was declared redundant.

27.02.3 For the purpose of declaring Teachers redundant, the two (2) panels namely the elementary and the secondary panels shall be considered independently.

27.02.3.1 At each respective panel, should the Board determine that a reduction of teaching positions is necessary and the reduction is not obtained through attrition, Teachers shall be declared redundant in reverse order of seniority as defined in article 26

27.02.4 Notwithstanding the procedure set forth in this article the Director or designate has the responsibility to ensure that designated special programs and special subjects be maintained and that qualified staff be assigned to these positions.

A Teacher will be deemed to be qualified in a subject area or level if:

- i) the subject area, level, or additional qualification is listed on his or her Ontario College of Teachers Certificate of Qualification.
- ii) if no Teacher on the recall list holds qualification i) above then a Teacher who has taken at least two University or Ministry of Education courses in that subject area shall be considered.
- iii) he/she has successfully taught the subject for a minimum of two (2) years full time equivalency in one of the schools under the jurisdiction of the Board or a predecessor Board.

When a Teacher is in a special designated program or a specific subject is deemed redundant the Director or designate shall:

27.02.4.1 Fill the position in question from its existing qualified staff.

This not being possible:

27.02.4.2 Retain the Teacher deemed redundant who possesses the required qualifications to teach the special programs or special subjects and declare the next most junior Teacher on the seniority list redundant.

If the next most junior Teacher can qualify himself/herself for the position in question through a summer course, then he/she shall be retained and the original Teacher shall be declared redundant.

In the case where the next most junior Teacher is unable to qualify himself/herself through a summer course and is declared redundant, he/she shall have the right to request a leave of absence of up to two (2) years to qualify himself/herself for the position in question. Upon successfully qualifying himself/herself, he/she shall be placed on the seniority list. If, however his/her seniority does not allow him/her to be placed in a position with the Board, he/she shall be declared redundant.

Failing to take or be successful in the options outlined in part c), the Teacher referred to in c) (iii) shall be declared redundant.

27.02.5 At the Elementary panel, the Board shall identify redundant positions prior to May 1<sup>st</sup> in any given school year at which time the President of the Bargaining Unit shall be informed of the situation.

27.02.6 Teachers who have their employment terminated for redundancy shall receive a written statement indicating the reasons for redundancy.

27.02.7 At the Secondary panel, dates of redundancy, shall either be on August 31 of any school year or on the last day of the first semester. Notice of redundancy shall be forwarded to the Teacher prior to May 31<sup>st</sup> or November 30<sup>th</sup> for the second semester.

27.03 Notwithstanding the provisions of this Article, the Board may terminate the contract of a Teacher retained for the purpose of a Continuing Education Course provided notice is given in writing, with reasons, as per the Employment Standards Act. Two weeks notice shall apply with respect to a resignation by a Teacher of a Continuing Education Course.

## **ARTICLE 28 - RECALL**

28.01 Recall lists (elementary and secondary) of Teachers declared redundant shall be established and maintained by the Board and be made available to the President of the Local Bargaining Unit by June 30th and Feb 28th of each year. A Teacher who has been declared redundant shall have and retain for a period of 24 months from the time he or she was declared redundant the right to be recalled on the basis of seniority and to be assigned to a position for which the Teacher is qualified or can become qualified before the Teacher is required to return.

28.02 The name of Teachers declared redundant shall be placed on the appropriate recall list unless they state otherwise in writing.

28.03 Teachers on a recall list shall be responsible for reporting in writing any change of address, telephone number and or qualifications.

- 28.04 Should a Teacher be recalled during the recall period, it shall not be considered an interruption of service for the purpose of the seniority list.
- 28.05 A Teacher who is on a recall list and who has been offered three (3) separate teaching positions and has refused to accept the positions for which they are qualified shall have their names removed from the recall list. This removal, terminates all employer/employee obligations.
- 28.06 The Teacher who is offered a position in 28.05 shall have three (3) working days after the contact by the Director of Education or Manager of Human Resources regarding the offer to accept or refuse the position
- 28.07 A Teacher who is declared redundant and has accepted a position in another region, shall have the right to return to a teaching position for which the Teacher is qualified that becomes available in the region from which the Teacher was declared redundant within ten (10) months of the placement.

### **ARTICLE 29 - RESIGNATION**

- 29.01 A Teacher who resigns shall do so in accordance with the Employment Standards Act.
- 29.02 The notice of resignation for retirement purposes at any date shall be forwarded to the Director of Education at least six (6) weeks in advance, of the Teacher's retirement date.

### **ARTICLE 30 - SICK LEAVE**

- 30.01 A sick leave credit system is established for every Teacher covered under this Collective Agreement. A statement of sick leave credits shall be sent out by the Board to all Teachers on or before November 1st of each year.
- 30.02 The Board shall, on September 1, of each school year credit each Teacher who is actively at work with twenty (20) days of sick leave. Teachers absent on unpaid leave or LTD on September 1 shall receive a pro-rated credit on their return to work. Part-time Teachers shall have the amount of sick leave credits pro-rated.
- 30.03 Where a Teacher commences employment after September 1 in any year, the sick leave days shall be calculated on the basis of two days sick leave per month of employment as a Teacher. i.e. two days.
- 30.04 No credit shall be permitted and no deduction shall be made while a Teacher is on a leave of absence without pay. It is the mutual understanding of the parties that Teachers on Pregnancy/Adoption and Parental leave under provincial or federal statutes, shall be entitled to all benefits that are permissible.
- 30.05 All unused sick days in any year shall be placed in a sick leave reserve. The maximum accumulation of sick leave credit in the reserve will be 220 days at any one time. Teachers who presently have an accumulation in excess of 220 days, shall retain those days but will not be able to accumulate more until the Teacher drops below 220 sick days in their credit balance.



- 30.06 Each Teacher shall be entitled to have 100% of the unused portion of the Teachers annual sick leave of twenty (20) days transferred June 30 to the Teacher's cumulated sick leave plan.
- 30.07 Teachers who are absent from duty on account of sickness may be required by the Director of Education or Manager of Human Resources to have their claim supported by a medical doctor's certificate. In all cases, Teachers shall furnish, whenever requested by the Director of Education or Manager of Human Resources to do so, a medical doctor's certificate to support their claim and the Board shall have the right to have the Teacher examined by a doctor selected by the Board at its expense. The Board also reserves the right to require a medical doctor's certificate to ascertain that the Teacher is fit to return to work.
- 30.08 Where a Teacher is absent from work and has exhausted the accumulated sick leave to his or her credit, the Teacher shall be deemed to be on a leave of absence without pay and shall be required to pay the total cost of benefit premiums in accordance with article 16.05, should the Teacher wish to continue in the plans.
- 30.09 Teachers participating in a cumulative sick leave plan with an other Ontario School Board, shall be credited with the full number of credited days when hired by the Board. Teachers hired from an other Ontario School Board may transfer up to a maximum of 220 days.
- 30.10 Teachers shall notify their immediate superior or designate of their absence and the probable date of their return.

### **ARTICLE 31 - GRATUITY**

- 31.01 Teachers who were employed by the Board or one (1) of its predecessor Boards prior to March 1, 1999 shall continue to be entitled to a retirement gratuity as if there had been no amalgamation under the Fewer School Boards Act 1997. The provisions of their respective predecessor Boards shall continue to apply. The payment of the retirement gratuity shall be consistent with the administrative procedures set by the Board. The Teacher may provide the Board with a letter of designation of beneficiary of the retirement gratuity.
- 31.02 Teachers whose last date of hire is on or after March 1, 1999 shall be entitled to receive a one time lump sum payment of fifteen (15) percent of their initial starting salary with the Board after five (5) years of continuous service with the Board. Effective September 1, 2006, Teachers whose assignment is increased to full-time within one school year plus one day of their date of hire by the Board on a permanent basis will have their gratuity adjusted to their full-time status. Procedures for payment shall be consistent with the administrative procedures set by the Board. Payment may be deferred to the following year if desired by the Teacher.

### **ARTICLE 32 - JOB POSTING**

- 32.01 When a new position of responsibility is created or when a vacancy occurs in a position of responsibility, the position shall be posted for a minimum of five (5) working days in the schools so that Teachers may apply for such position. When a vacancy occurs during the school year in a position of responsibility, it may be filled on an interim basis for the balance of the school year without posting if there are less than sixty (60) school days remaining.

32.02 The posting procedures shall be applicable for the following positions:

32.02.1 Special Assignment Teachers - Bargaining Unit Wide

32.02.2 Department Heads - restricted to Teachers at the respective secondary school

32.02.3 Teacher in Charge - restricted to Teachers at the respective school

32.03 Copies of all postings shall be provided to the President of the Local Bargaining Unit.

32.04 A Teacher vacancy is defined as a position being vacant as a result of the resignation, retirement, death or promotion of a Teacher where the Board intends to fill the position.

32.05 A notice of any Teacher vacancy forming part of this Collective Agreement shall be posted in each school and may be advertised concurrently or subsequent to the posting. This notice shall remain on the bulletin boards for a period of not less than three (3) working days. Any other vacancy created during the school year as a result of posting a position will not be required to be posted. Qualified candidates will be placed on the basis of seniority. The Board reserves the right to fill the position through transfers or through the assignment of newly hired staff. In the summer months, namely, July and August, the Board will restrict the postings to electronic means only.

32.06 Vacant Teaching Positions After September 1

32.06.1 Positions that become vacant at a respective panel, after September 1, as a result of a vacancy or the establishment of a new position shall first be offered to qualified Teachers on the respective redundancy list. Within each individual panel, Teachers presently employed on a part-time status and who indicate their desire to increase to a full-time status will be given priority for full-time position(s) when such position become available provided they are qualified for the position.

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32.06.2 If the position is not filled after the application of 32.06.1, any Teacher may be hired to fill the position.

32.07 Newly Created Positions of Responsibility

Should the Board create a new position of responsibility to be filled by a Teacher who would come under this Collective Agreement, the parties shall negotiate and reach an agreement on the allowances, if any. The posting shall indicate the duties, responsibilities, qualifications and other circumstances if any affecting this position.

## **ARTICLE 33 - TRANSFERS**

33.01 Teacher initiated transfers

33.01.1 Teachers who wish to be considered for a transfer from one school to another within the same panel shall inform the Director of Education or designate, in writing, prior to February 28.

33.01.2 The Board shall notify the Teachers by June 8 of each school year as to the status of their transfer application.

- 33.01.3 Following June 8, all vacancies will be filled through the posting procedure. Newly hired staff will be placed following the completion of the transfer and posting process.
- 33.02 Board initiated transfers are those recommended to meet individual or program needs. Where, in the opinion of the Director or designate, it is advisable to transfer a Teacher from one school to another, the Teacher shall be notified in writing by June 8.
- 33.03 Transfers outlined in 33.02 to schools from one (1) of the following geographical regions to another will be by mutual consent:
- ▶ New Liskeard/Cobalt/Englehart
  - ▶ Kirkland Lake/Englehart
  - ▶ Timmins
  - ▶ Cochrane/Iroquois Falls
  - ▶ Kapuskasing.

No Teacher, transferred into Englehart, will be transferred from Englehart into the other region, except by mutual consent.

## **ARTICLE 34 - TEACHING / NON/TEACHING TIME**

### **Elementary**

#### **34.01 Organization of Preparation Time**

- 34.01.1 Effective September 1, 2008, each Teacher shall receive two hundred (200) minutes of planning and preparation time for each period of five (5) instructional days.

Effective September 1, 2009, each Teacher shall receive two hundred and ten (210) minutes of planning and preparation time for each period of five (5) instructional days.

Effective September 1, 2010, each Teacher shall receive two hundred of twenty (220) minutes of planning and preparation time for each period of five (5) instructional days.

Effective September 1, 2011, each Teacher shall receive two hundred and thirty (230) minutes of planning and preparation time for each period of five (5) instructional days.

Effective September 1, 2012, each Teacher shall receive two hundred and forty (240) minutes of planning and preparation time for each period of five (5) instructional days.

Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers.

Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary

Teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Joint Board Level Elementary Staffing Committee.

34.01.2 The Principal shall organize the planning and preparation periods in blocks of no less than (20) consecutive minutes. Effective September 1, 2011, the Principal shall organize the planning and preparation period in blocks of no less than thirty (30) consecutive minutes.

34.01.3 Part-time Teachers shall be granted the planning and preparation time pro-rated to the terms of their employment status.

34.01.4 Elementary Release Time for Assessment, Evaluation and Report Cards

In the 2009-2010 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period. Effective September 2010, two (2) Professional Activity Days will be designated: one prior to the first reporting period and one prior to the second reporting period.

34.01.5 Elementary Teacher Supervision

Elementary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision.

The maxima of supervision minutes for elementary teachers will be:

80 minutes per week in 2008-09;  
80 minutes per week in 2009-10;  
80 minutes per week in 2010-11;  
80 minutes per week in 2011-12.

Supervision shall be assigned to all teachers in a fair and equitable manner.

## **Secondary**

34.02 Instructional Teaching Schedule

- a) Effective September 1, 2005, Teachers shall be assigned a maximum of three (3) credit bearing and/or credit equivalent courses per semester.
- b) Effective September 1, 2008, the workload of a Full-Time Secondary Teacher shall be set out below, and as defined in the Education Act and Regulations as may be amended from time to time:
  - i) Six credit bearing and/or credit equivalent courses, plus;

- ii) A maximum of 1200 minutes of supervision/on-calls and/or alternative education assignments as mutually agreed per school year. Effective September 1, 2010, a maximum of 1125 minutes of supervision/on-calls and/or alternative education assignments as mutually agreed per school year.
  - iii) A Teacher shall only be assigned a maximum of one (1) on-call per week, a maximum of 37.5 minutes per on-call. It is understood that supervision is defined as the time Teachers are assigned to supervise students before the start of the school day, in the library, during lunch and at the end of the school day. It is understood that a Teacher shall not be assigned a supervision and an on-call on the same day.
- c) Supervision / on calls and / or alternative education duties shall be assigned to all Teachers in a fair and equitable manner.
  - d) Teachers with a workload of less than full-time shall have the supervision/on-calls or alternate education assignment pro-rated to that of a full-time Teacher.
  - e) A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.
  - f) Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instruction time. Any assigned secondary supervision duty during the times as outlined above, such as but not limited to, bus duty, and/or yard duty, shall constitute supervision/on-call time.

### **ARTICLE 35 - SECONDMENT**

- 35.01 When a Teacher is seconded to the Ministry of Education, to another Employer, to another panel within the Board, experience, seniority and sick leave credits shall continue to accumulate while the Teacher is on secondment. The secondment period shall not normally exceed two (2) consecutive school years.
- 35.02 Where such secondment is permitted outside the bargaining unit, the gross salary and benefits shall be set between the Board, the Teacher and the receiving Employer.
- 35.03 Prior to the end of the secondment period, upon the Board's acceptance of a Teacher's request for a permanent transfer from one panel to the other, seniority at the receiving panel shall be calculated from the date of the beginning of the secondment. The Teacher shall then be subject to the redundancy clause of the receiving panel.

### **ARTICLE 36 - TEACHER IN CHARGE**

- 36.01 The Parties recognize that from time to time school administrators (Principals and Vice Principals) may be absent from their duties. To accommodate these situations, a Teacher may be designated as "Teacher in Charge" at a school, only when all administrators are absent from the school. In the absence of all administrators and on a casual basis, the Teacher In Charge is responsible for maintaining order and attending to school emergencies.

36.02 A "Teacher in Charge" will remain a member of the Local Bargaining Unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the collective agreement.

36.03 The daily allowance paid to the Teacher when requested to replace the School Principal shall be set at \$49.44. This daily amount shall be set at \$24.72 when the replacement is for half of a day or less.

	<u>Daily</u>	<u>Half of a day or less</u>
Effective September 1, 2008:	\$49.44	\$24.72
Effective September 1, 2009:	\$50.92	\$25.46
Effective September 1, 2010:	\$52.45	\$26.23
Effective September 1, 2011:	\$54.02	\$27.01

36.04 An Occasional Teacher will be provided to replace the Teacher-In-Charge when the role of Teacher-In-Charge is active for a full day or more.

36.05 Any Teacher from the Local Bargaining Unit assigned such duties shall not participate in the evaluation of another member of this Local Bargaining Unit.

36.06 All staff will be eligible to apply yearly for this position. There is no intent to have an individual transfer from one school to another for such a position.

**ARTICLE 37 - ACTING ADMINISTRATOR**

37.01 Where a Principal or Vice-principal is absent in excess of ten (10) consecutive school days but less than a school year, the Board may assign to a Teacher the duties of Acting Administrator.

37.02 Any extension of this period shall only be with the approval of the Association.

37.03 No Teacher shall be assigned the duties of an administrator without the Teacher's consent.

37.04 Acceptance by the Teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.

37.05 Any Teacher from the Local Bargaining Unit assigned such duties shall not participate in the evaluation of another member of this Local Bargaining Unit.

37.06 A Teacher who accepts an Acting Administrator position for a temporary period as described above shall be replaced by an Occasional Teacher at cost to school administration.

37.07 The Acting Administrator shall be compensated at a daily rate commensurate with the following daily allowance over and above salary:

	<u>Principal Replacement</u>	<u>Vice-Principal Replacement</u>
Effective September 1, 2008:	\$69.01	\$48.41
Effective September 1, 2009:	\$71.08	\$49.86
Effective September 1, 2010:	\$73.21	\$51.36
Effective September 1, 2011:	\$75.41	\$52.90

37.08 The Acting Administrator, once appointed, shall be provided professional development with respect to the role of Acting Principal/Vice Principal.

### **ARTICLE 38 - MEDICAL/PHYSICAL PROCEDURES**

38.01 A Teacher shall provide help or seek assistance for a student in an emergency.

38.02 No Teacher shall be required to carry out any of the following medical/physical procedures:

- the administration of medication,
- catheterization,
- manual expression of the bladder,
- tube feeding,
- feeding students with impaired swallow reflex, or postural drainage.

38.03 No Teacher shall be required to carry out any of the following procedures on an ongoing basis or as a regular duty for students with identified health conditions:

- lifting and positioning,
- assistance with mobility,
- feeding,
- toileting.

38.04 It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

### **ARTICLE 39 - PAY EQUITY**

39.01 Both parties agree that the provisions of this Collective Agreement are in compliance with the Pay Equity Act namely that pay equity has been achieved and is maintained in accordance with subsections 7(1) and 7(2) of the Pay Equity Act.

### **ARTICLE 40 - JOINT PROFESSIONAL DEVELOPMENT COMMITTEE**

40.01 The Board and the Association agree that professional development is job-embedded, and informed by research, done in partnership with colleagues and is to be informed by the Teachers' Annual Learning Plans.

40.02 The Joint Professional Development Committee will promote a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.

Therefore:

40.02.1 The Joint Professional Development Committee will be established in January 2009 consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association.

40.02.2 The representatives of the Teachers and the representatives of the Board shall each nominate one of their numbers as a Co-Chairperson.

- 40.02.3 The Joint PD Committee shall meet at least four (4) times per year during the regular work day and will work to develop consensus on matters within its mandate. Additional meetings may be called at the mutual consent of both Co-Chairs. The first meeting of the Joint Professional Development Committee will be called prior to September 15 of each school year.
- 40.02.4 The Joint PD Committee will monitor and address ways in which funds generated by the allocation in the Grants for Student Needs to enhance professional learning opportunities for Teachers will be used.
- 40.02.5 The Joint PD Committee will promote best practices in the implementation of professional learning which shall be embedded in the instructional day.
- 40.02.6 The Joint PD Committee will advise the Board in a timely manner regarding the scheduling of appropriate professional activities for the subsequent school year.
- 40.02.7 The Joint PD Committee will oversee the professional activities for Teachers during Professional Activity Days to ensure that they are consistent with the learning goals identified in the Teachers' Annual Learning Plans.
- 40.02.8 The Joint PD Committee will promote best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation in the schools of the Board and system-wide.
- 40.02.9 The Joint PD Committee will provide advice and assistance to Board staff who are assigned responsibility for providing professional development to Teachers and for planning such activities.
- 40.02.10 The Joint PD Committee will consult and advise on other issues related to Teacher professional learning as agreed by the Board and the Association.

#### **ARTICLE 41 - JOINT BOARD LEVEL ELEMENTARY STAFFING COMMITTEE**

- 41.01 The Joint Board Level Elementary Staffing Committee (JBLESC) is established in order to provide a higher level of openness, disclosure and meaningful consultation, in an atmosphere of openness and transparency. It is intended that the Association be given the opportunity to advise the Board on decisions that impact staffing.
  - 41.01.1 The Joint Board Level Elementary Staffing Committee will be established in January 2009 consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association.
  - 41.01.2 The representatives of the Teachers and the representatives of the Board shall each nominate one of their number as a Co-Chairperson.
  - 41.01.3 The Joint Board Level Elementary Staffing Committee shall meet at least four (4) times per year during the regular work day and will work to develop consensus on matters within its mandate. Additional meetings may be called at the mutual consent of both Co-Chairs. The first meeting of the Joint Board level Elementary Staffing Committee will be called prior to September 30 of each school year.



- 41.01.4 An agenda for each meeting shall be prepared by the Co-Chairs prior to any meeting. All information pertinent to the agenda will be provided to all the JBLESC members at least 24 hours prior to any meeting of the committee. The JBLESC shall be provided with all relevant information to discharge its duties pursuant to this article.
- 41.01.5 The Board will hire the full complement of additionally funded elementary Teachers that result from the new GSN allocation for the reduction of class size in Grades 4-8 and the JBLESC will be engaged in the allocation of the additional staff.
- 41.01.6 The JBLESC will be consulted on the assignment of the teaching staff generated by the increase in elementary teaching preparation time funded in accordance with the PDT Agreement.

The Board, in consultation with the JBLESC, may assign the additional teaching staff generated by the increase in elementary Teacher preparation time above the 2008-09 level to enable full-time school-based teaching assignments in the Arts in more than one elementary school.

- 41.01.7 The JBLESC will monitor the use of funding enhancements introduced to enhance funding for students supervision and promote school safety in the elementary schools through added supervision personnel.
- 41.01.8 The JBLESC will review and discuss at least once a year the school board data on Letters of Permission.
- 41.01.9 The JBLESC will consult and advise on other staffing and workload issues as agreed by the Board and the Association. This includes but is not limited to:
  - 41.01.9.1 Consult and advise on the development of school staffing model(s).
  - 41.01.9.2 Consult and advise on the development of the strategy to expand programming and supports for students in grades four to eight.
  - 41.01.9.3 Consult and advise on the aggregation of the increase of weekly minutes of elementary preparation/planning time generated within 20 consecutive instructional days, into meaningful blocks of preparation time for elementary Teachers.
  - 41.01.9.4 Review, analyze and monitor school staffing data and advise on the allocation of Teacher(s) to individual schools to address the class size reduction in grades 4-8.
  - 41.01.9.5 Review and analyze school supervision schedules to ensure the equitable distribution of supervision minutes at schools .
  - 41.01.9.6 To consult and advise on the development of a school-based consultation process.
  - 41.01.9.7 Consult and advise on any other staffing or staffing related issues as agreed between the Board and the Association.

## **ARTICLE 42 - JOINT BOARD LEVEL SECONDARY STAFFING COMMITTEE**

- 42.01 The Joint Board Level Secondary Staffing Committee (JBLSSC) is established in order to provide a higher level of openness, disclosure and meaningful consultation, in an atmosphere of openness and transparency. It is intended that the Association be given the opportunity to advise the Board on decisions that impact staffing.
- 42.01.1 The Joint Board Level Secondary Staffing Committee will be established in January 2009 consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association.
- 42.01.2 The representatives of the Teachers and the representatives of the Board shall each nominate one of their number as a Co-Chairperson.
- 42.01.3 The Joint Board Level Secondary Staffing Committee shall meet at least four (4) times per year during the regular work day and will work to develop consensus on matters within its mandate. Additional meetings may be called at the mutual consent of both Co-Chairs. The first meeting of the Joint Board level Secondary Staffing Committee will be called prior to September 30 of each school year.
- 42.01.4 An agenda for each meeting shall be prepared by the Co-Chairs prior to any meeting. All information pertinent to the agenda will be provided to all the JBLSSC members at least 24 hours prior to any meeting of the committee. The JBLSSC shall be provided with all relevant information to discharge its duties pursuant to this article.
- 42.01.5 As part of their Board-wide Improvement Plan and comprehensive Student Success Plan, the Board will articulate its strategy to expand secondary programming and supports over four years. The JBLSSC will be engaged in the development of the strategy to expand secondary programming. This strategy may include increases in course offerings and strategic class size reductions.
- 42.01.6 The Board will hire the full complement of additionally funded Secondary Teachers introduced to support the expansion of secondary programming and the JBLSSC will be engaged in the allocation of this additional staffing. For the 2008-09 school year the hiring of additional Teachers shall occur at the second semester.
- 42.01.7 The JBLSSC will review and discuss at least once a year the school board data on Letters of Permission.
- 42.01.8 The JBLSSC will consult and advise on other staffing and workload issues as agreed by the Board and the Association. This includes but is not limited to:
- 42.01.8.1 Consult and advise on the development of school staffing model(s).
- 42.01.8.2 Review, analyze and monitor school staffing data and advise on the allocation of Teacher(s) to support the expansion of secondary programming.
- 42.01.8.3 Consult and advise on any other staffing or staffing related issues as agreed between the Board and the Association.

## **ARTICLE 43 - TEACHER PERFORMANCE APPRAISAL AND NEW TEACHER INDUCTION**

- 43.01 Performance Appraisal for Teachers and New Teacher Induction, as defined by the legislation shall be conducted in accordance with the Education Act, Regulations and the Ministry's Technical Requirements Manual documents as amended from time to time.
- 43.02 No member of the bargaining unit shall participate in the evaluation of another member.
- 43.03 Extracurricular activities shall not be considered to be within the scope of Teacher Performance Appraisal.
- 43.04 The Board will not add any additional domains, competencies, or look fors to the New Teacher or Experienced Teacher appraisal process.
- 43.05 By September 30<sup>th</sup> of each year, the Board shall disclose to the Unit the names, if any, and locations of the Teachers who are designated to participate in Performance Appraisal. For Teachers hired after September 30<sup>th</sup>, the Board shall notify the Union within two (2) weeks of hire. By May 30<sup>th</sup> of each school year, all classroom observations shall be completed.
- 43.06 The name of any Teacher having received other than a "satisfactory" rating in the Performance Appraisal shall be forwarded to the President of the Association within five (5) working days of the member having received the rating.
- 43.07 A Teacher's Annual Learning Plan (ALP) is authored and directed by the Teacher and is developed in a consultative manner with the principal. Consultation and collaboration related to the ALP shall occur as defined by the Ministry of Education.
- 43.08 The Board and the Association agree to keep all matters related to Performance Appraisal as confidential except as required by law.
- 43.09 With regard to the Induction Elements of the New Teacher Induction:
- 43.09.1 The elements of the New Teacher Induction Program shall be embedded in the instructional day.
  - 43.09.2 Subject to legislation, mentoring is a supportive and confidential process between the Mentor and the New Teacher.
  - 43.09.3 The choice of a mentor shall be by mutual agreement of the New Teacher, the Mentor and the Principal.
  - 43.09.4 A Mentor must be a member of the bargaining unit with five (5) or more years of teaching experience.
  - 43.09.5 At any time in the process the Teacher may confidentially request a new Mentor and the Mentor may confidentially request to no longer act in the role of a Mentor for a New Teacher.

## APPENDIX A

### DEFERRED SALARY LEAVE PLAN

#### 1.1 Preamble

The Northeastern Catholic District School Board assumes no responsibility for any consequences arising out of this plan related to effects on the Teachers' pension plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan, or any other liabilities incurred by a Teacher as a result of participation in this plan.

#### 1.2 Description

The three (3) over four-year (4) or four over five-year (5) Plan has been developed to afford Teachers the opportunity of taking one (1) year leave of absence without pay and through deferral of salary, finance the leave. The plan allows a Teacher to teach three (3) years over a four-year (4) period, or four (4) years over a five-year (5) period, with one (1) year's leave in the fourth or fifth year of the plan, whatever the case may be. The Teacher must signify which plan he/she is applying for. It is understood that no more than two (2) Teachers in the Elementary panel and one (1) in the Secondary panel may enter in this plan in any one (1) school year.

#### 1.3 Eligibility

Any Teacher having (5) or more years of seniority with the Board is eligible to apply for participation in the plan.

#### 1.4 Application

1.4.1 A Teacher must make written application to the Director of Education on or before January 31<sup>st</sup> to participate in the Plan commencing in September of the same calendar year (See 1.8)

1.4.2 A Committee comprised of two (2) Teachers and two (2) Board appointees shall meet to review the applications for the purpose of making recommendations to the Board concerning acceptance or denial of same.

1.4.3 Acceptance or a Teacher's application will be at the sole discretion of the Board.

1.4.4 Decisions regarding applications will be forwarded to the Teacher, in writing, by May 1<sup>st</sup> in the school year in which the request is made.

#### 1.5 Implementation

The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the Teacher and the Board.

1.5.1 Each Teacher in the Plan shall sign an agreement as per (1.8) with the Board. The agreement shall specify the terms and conditions agreed to by the Teacher and the Board.

- 1.5.2 A Trust Account will be established in the Board's financial institution. The deferred earnings shall be deposited to this account on the regularly established pay dates, where it shall be retained by the Board for the Teacher and accumulate interest until the year of leave or dissolution of the agreement by the Board and the Teacher.
- 1.5.3 Upon the signing of the agreement by the Teacher and the Board, the Teacher shall have the option of selecting one (1) of the interest bearing accounts available under this trust plan.
- 1.5.4 Thereafter, the Teacher may, through the Board, choose an alternate interest bearing account available under this trust plan and have the appropriate funds transferred thereto.
- 1.5.5
- 1) In each year of the Plan preceding the year of leave, a Teacher will be paid seventy-five per cent (75%) of his/her proper grid salary and applicable allowances in the case of a three (3) over four-year (4) plan, or eighty per cent (80%) in the case of a four (4) over five-year (5) plan. The remaining twenty - five per cent (25%) of the annual salary in the case of the three (3) over four (4), or twenty per cent (20%) in the case of four (4) over five (5), will be deposited in the agreed investment account, and the amount plus any interest earned shall be retained by the Board to help finance the year of leave.
  - 2) Subject to the Teachers' Pension Plan Board approval, a Teacher participating in the plan who would overlap, in whole or in part, the five (5) years before retirement, may choose the following payment option:
    - Payment of 100% of his/her salary in the first two (2) years of the plan in the case of three (3) over four (4), or three (3) years in the case of four (4) over five (5);
    - Payment of 99% of his/her salary in the third or fourth year (year immediately prior to the leave) of the Plan. The remaining one per cent (1%) of the annual salary will be deposited in the agreed investment account and this amount plus any interest earned shall be retained by the Board to help finance the year of leave.
- 1.5.6 In the year of leave the Board shall pay to the Teacher the total of the deferred salary plus all accrued interest instalments conforming to the regular pay periods set forth in the Collective Agreements in effect for the year of leave, or in one (1) or two (2) lump sums, if requested by the Teacher.
- 1.5.7 While a Teacher is enrolled in the Plan, and not on leave, any benefits tied to the salary level shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the Plan.
- 1.5.8 A Teacher's employee benefits will be maintained by the Board during his/her leave of absence. However, the full premium of all employee benefits shall be paid by the Teacher during the year of the leave, subject to conditions imposed by the insurance carrier(s).

1.5.9 While on leave, any benefits tied to salary shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the Plan.

1.5.10 The Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension, Teachers' Pension Plan and the full premium of all applicable benefits. The amount deducted for pension purposes will be controlled by rulings as received from the Ontario Teacher's Pension Plan Board and Revenue Canada.

1.5.11 Revenue Canada Contingencies

The present method used by the Board for making income tax deductions shall continue. Any change to this method are dependent upon a ruling from Revenue Canada, the amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Board and the participating Teacher.

The participating Teachers will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may arise out of, or by reason of, deductions or payments made in accordance with this clause.

1.5.12 The Teacher will be responsible for all administrative costs such as bank charges and fees related to investments.

1.6 Terms of Reference

1.6.1 Upon the return of a Teacher from a Deferred Salary Leave, the Board will assign him/her to a position consistent with the provision of Article 17.03.

1.6.2 Teachers declared redundant in any year of the Plan will be required to withdraw. Any accumulated funds will be paid, subject to the regulations of the financial institution, within sixty (60) days.

1.6.3 Sick Leave Credits will not accumulate during the year spent on leave. Upon return, the Teacher shall be credited with the same number of accumulated sick leave days he/she had before going on leave.

1.6.4 The year of the leave shall be recognized for the accumulation of seniority, but not for salary increments.

1.6.5 All Teachers wishing to participate in the Plan shall be required to sign a contract as per (1.8) supplied by the Board.

1.7 Withdrawal from the Plan

1.7.1 A Teacher may withdraw from the Plan on August 31<sup>st</sup>, by giving written notice to the Board by the preceding April 30<sup>th</sup>, except in the calendar year in which the leave is due to commence, in which case the written notice must be given by the preceding April 15<sup>th</sup>.

- 1.7.2 Where it can be demonstrated to the Board by a Teacher who is a participant in the Plan, that a financial emergency exists, or where a Teacher who is a participant in the Plan is identified as being surplus, the notice period shall be waived and the accumulated funds shall be released to the Teacher within sixty (60) days, subject to the regulations of the Financial Institution.
- 1.7.3 In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave, the Board may defer the year of leave. In this instance, a Teacher may choose to remain in the Plan, or receive repayment as per (1.7).
- 1.7.4 Should 1.7.3 result in a leave of absence being taken past the original designated year of leave, any monies accumulated by the terminal date will remain in account and continue to accumulate interest until the leave of absence is granted.
- 1.7.5 Should a Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the Teacher's estate, providing the legal consents or releases required have been obtained.

1.8 Application and Agreement

I have read the terms and conditions of the Northeastern Catholic District School Board Deferred Salary Leave Plan and hereby agree to participate in the plan under the following terms and conditions:

1.8.1 Enrollment Date:

I wish to enrol in the following Deferred Salary Leave Plan commencing September 1, 20--:

a:--/ Three over four (3/4)

b:--/ Four over five (4/5);

1.8.2 Year of Leave

\_\_\_\_\_ I wish to take my leave of absence from ---- to ----;

1.8.3 Financial Arrangements

Financial arrangements of the Deferred Salary Leave Plan shall be according to the following terms:

1.8.3.1 Commencing September 1, 20--, I wish to defer the following from each of my salary payments:

a) /-/25% in the case of Three over four (3/4);

b) /-/20% in the case of Four over five (4/5):

1.8.3.2 The Northeastern Catholic District School Board agrees to provide me with an annual statement regarding the status of my account;

- 1.8.3.3 In the year of my leave, the total monies accumulated as of August 31<sup>st</sup> of that year will be paid to me according to the method of payment established in the Collective Agreement or in either one or two (2) lump sum payments, as mutually agreed upon;
- 1.8.3.4 It is understood that the Northeastern Catholic District School Board assumes no responsibility for any consequences arising out of this plan relating to the effects on my pension plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan, or any other liabilities incurred by me as a result of my participation in the Plan.



## **LETTER #1 - LUNCH BREAK**

**Both parties agree to the following provisions:**

### **Elementary Schools:**

- a) A scheduled interval between classes for the lunch break for Teachers shall be not less than forty (40) consecutive minutes.
- b) Subject to section c) below, student supervision duties during the lunch break shall be assigned on an equal rotating basis by school.
- c) No Teacher shall be required to supervise students during the lunch break in excess of forty (40) minutes per week to be divided in not more than two (2) occasions.

### **Secondary School:**

A scheduled interval between classes for the lunch break for Teachers shall be not less than forty (40) consecutive minutes.

## **LETTER # 2 - CLASS SIZE**

The Board shall ensure that the average size of its Secondary School classes, in the aggregate, does not exceed twenty-one (21) pupils and in the Elementary School classes, in the aggregate, does not exceed twenty-four and a half (24.5) pupils.

The Board shall determine the average size of its classes, in the aggregate, as of October 31st each year and the determination shall be made in accordance with the Education Act and the Regulations made thereunder, which may be amended from time to time.

**LETTER # 3 - NIGHT SCHOOL, SUMMER SCHOOL, NIGHT OR SUMMER WRITING TEAMS AND CONTINUING EDUCATION**

**Remuneration**

Any Teacher having less than 5 years of teaching experience

Hourly Rate: 1/1000 of annual salary at A1(0)

Effective September 1, 2008:	\$39.34
Effective September 1, 2009:	\$40.52
Effective September 1, 2010:	\$41.74
Effective September 1, 2011:	\$42.99

Any Teacher having 5 years of teaching experience or more

Hourly rate: 1/1000 of annual salary at A1(2)

Effective September 1, 2008:	\$44.58
Effective September 1, 2009:	\$45.92
Effective September 1, 2010:	\$47.30
Effective September 1, 2011:	\$48.72

Rate for lessons:

Effective September 1, 2008:	\$8.24
Effective September 1, 2009:	\$8.49
Effective September 1, 2010:	\$8.74
Effective September 1, 2011:	\$9.00

Rate for exams:

Effective September 1, 2008:	\$31.93
Effective September 1, 2009:	\$32.89
Effective September 1, 2010:	\$33.88
Effective September 1, 2011:	\$34.90

**Teaching experience**

No recognition of teaching experience shall be permitted .

**Notice**

The Board may terminate the employment of a Teacher by providing him / her notice in accordance with Article 27.03.

### **LETTER OF UNDERSTANDING - EXPANSION OF KINDERGARTEN PROGRAM**

The parties agree that should legislation change or in the event that the government moves to extend the Kindergarten Program, the parties shall meet to discuss all related issues at the Joint Board Level Elementary Staffing Committee.

### **LETTER OF UNDERSTANDING**

The grade 4 to 8 average class size is 20.9 : 1 as of October 31, 2008 and will be reduced in accordance with section 8 of the Provincial Discussion Table agreement.

### **LETTER OF UNDERSTANDING - PREPARATION TIME**

The parties agree to meet as soon as possible after ratification to discuss the issue of missed preparation time in order to develop procedures around the banking of time.

## **LETTER OF INTENT - PDT BENEFIT ENHANCEMENT**

In accordance with the Provincial Discussion Table (PDT) agreement, all group benefit coverage level, provisions and practices in place in 2007-2008 and not revised within the parameters of the PDT Agreement, will remain status quo for the 2008-2012 Collective Agreement.

Conditional upon approval by the Lieutenant Governor-in-council of the available funds, the parties shall meet to determine the amount of funds allocated through the PDT to the Bargaining Unit for the purpose of benefit enhancements effective September 1, 2010.

Upon written request, the Board shall provide the Bargaining Unit with the requested disclosure in order to inform decision making on benefit enhancements for September 1, 2010. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process.

The Bargaining Unit, in consultation with the Board, will determine the benefit enhancements that shall take effect September 1, 2010 on a go forward basis, as per the PDT Agreement of May 1, 2008. It is understood that the Board's share of the cost of the enhancements will not exceed the government funding levels provided to the Board in September 2010 for this purpose.

### **LETTER OF INTENT - INCLEMENT WEATHER**

The Board agrees to review the policy in Inclement Weather by January 30, 2009. This review will include consultation with the Association.

### **LETTER OF INTENT - INSTRUCTIONAL DAY**

The instructional day for Elementary Teacher shall be 300 minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch and recess breaks.

### **LETTER OF INTENT**

#### **Grade 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers**

The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20 million allocation to the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teacher in the GSN for all School Boards as follows: 0.32 Teacher per 1,000 grade 4 to 8 pupils.

### **LETTER OF INTENT**

The parties agree that any changes in the current structure of the school day will proceed only after consultation with the Association.

DATED AT TIMMINS, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.

THE NORTHEASTERN CATHOLIC DISTRICT SCHOOL BOARD, per

\_\_\_\_\_  
CHAIR OF THE BOARD

\_\_\_\_\_  
DIRECTOR OF EDUCATION

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

\_\_\_\_\_  
MEMBER OF NEGOTIATING  
COMMITTEE

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MEMBER OF NEGOTIATING  
COMMITTEE

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MEMBER OF NEGOTIATING  
COMMITTEE

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MEMBER OF NEGOTIATING  
COMMITTEE

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MEMBER OF NEGOTIATING  
COMMITTEE

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CHIEF NEGOTIATOR - OECA