

COLLECTIVE AGREEMENT

between

THE NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD

OF THE FIRST PART

AND

NIPISSING ELEMENTARY UNIT

OF THE

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NEU)
(hereinfter called the "Unit")

OF THE SECOND PART

September 1, 2004 - August 31, 2008

11905(04)

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PREAMBLE

WHEREAS it is the common goal of the Board and the Unit to provide the best possible Catholic educational service for the children;

WHEREAS to achieve that common goal it is essential that the Board and the Unit maintain the harmonious relationship which exists between them;

IT IS the desire of the Board and the Unit to set forth in this Agreement, the salaries, allowances and certain conditions of employment which govern the members of the Unit.

DEFINITIONS

a) PART-TIME TEACHER

means a person employed as a teacher for other than full time duty.

b) SPECIAL EDUCATION CLASSES

means classes as defined in the regulations of the Ministry of Education.

c) TEACHER

For the purpose of this collective agreement, "teacher" shall mean a person who is registered with the Ontario College of Teachers, who *is* qualified to teach in an elementary or secondary school in Ontario, and who is employed by the Board and assigned to any position for which the Board requires such teaching certification, excluding occasional teachers, continuing education teachers, principals and vice-principals.

d) TEACHER REPRESENTATIVE

means a teacher authorized by the Unit to act on its behalf.

e) SCHOOL DAY

means a day that is within a school year as defined in Ontario Ministry of Education regulations, and is not a school holiday.

f) IMMEDIATE FAMILY

means spouse, son, daughter, mother, father, brother, sister, step-parent, step-sibling, step-son, step-daughter, legal guardian.

g) SPLIT GRADE

means a class in which there is more than one grade.

h) PREPARATION

means all the work involved in preparing to teach and/or resulting from teaching.

i) BOARD

All references to Board shall mean the Nipissing-Parry Sound Catholic District School Board.

j) TEACHING DUTIES

The duties of a teacher in the bargaining unit shall be **as** prescribed in the Education Act **and** Regulations excluding those duties performed by occasional teachers, continuing education teachers, principals and ~~vice-principals~~.

ARTICLE I

DEFINITION OF BARGAINING UNIT

- 1.01 OECTA is the sole bargaining agent for teachers in the employ of the Board.
- 1.02 The bargaining unit includes every teacher employed by the Board to teach, who is assigned to one or more elementary schools or to perform duties in respect of such schools all or most of the time. For purposes of this clause, a teacher is a member of the Ontario College of Teachers but does not include an occasional teacher, a supervisory officer, a principal, a vice-principal or an instructor in a teacher-training institution.
- 1.03 The terms of this agreement shall apply to all teachers under the employ of the Board for regular assignment to the elementary panel or on leave from this panel.
- 1.04 This agreement shall be the contract of employment entered into by the Board and each elementary teacher under contract.
- 1.05 Without prejudice to the right of the Unit to negotiate terms and conditions of employment, the Board reserves to itself, solely and exclusively, all management rights and prerogatives conferred on it by statute, regulation or otherwise, including the right to discipline save and except to the extent expressly modified, curtailed or limited by any provision of this Collective Agreement.
- 1.06 No alteration, variation or addition to the expressed terms of the agreement shall be made by any arbitrator or Board of Arbitration.
- 1.07 The provisions of this agreement shall not be construed as to prejudicially affect the rights and privileges with respect to the employment and dismissal of teachers employed by this Board and its supporters under the British North America Act 1867.
- 1.08 This Collective Agreement is subject to the provisions of the current Labour Relations Act and other legislation and regulations.
- 1.09 In the event that a teacher accepts employment other than as an occasional teacher with another Board, the teacher shall within 48 hours notify the Board in writing of the teacher's resignation from employment with the Board.

1.10

A teacher who wishes to leave the employment of the Board shall notify the Board sixty (60) calendar days prior to the teacher's intended last teaching day within the school calendar. Notwithstanding, a termination of employment may occur at any time by mutual consent of the teacher and the appropriate officer.

ARTICLE II

DURATION AND RENEWAL

- 2.01 The collective agreement is effective on September 1, 2004 and shall remain in effect until August 21, 2008 and from year to year or until settlement of a new agreement, unless either party notifies the other in writing, within the 90-day period before the agreement ceases to operate, of its desire to bargain with a view to the renewal, with or without modifications, of this agreement. Notwithstanding, ~~either~~ party may notify the other of its intent to serve notice in accordance with the above prior to this period.
- 2.02 The Party wishing to negotiate amendments shall furnish the other Party with the amendments it seeks.
- 2.03 Strikes and Lockouts
- a) The affiliate shall ensure that there ~~be~~ no strikes and the Board shall ensure that there be no lockouts during the term of this agreement.
 - b) For the purpose of clause a) above, "strike" and "lockout" have the same meaning as under the Labour Relations Act and any applicable legislation and/or regulations.

ARTICLE III

CONDITIONS OF EMPLOYMENT

Separate School Support

- 3.01 Every teacher hired subsequent to September 1, 1990 who is eligible to be a separate school supporter as provided in the Education Act shall become and remain a separate school supporter during the course of employment with the Board.

Religious I Qualification

- 3.02 All teachers entering the employ of the Board must either have recorded on their Ontario Teacher Qualifications Record Card at least Part I of the Ministry of Education designated course in Religious Education

OR

Be able to provide a letter from the OECTA/OSSTA Coordinator of Religious Education granting an equivalency to Part I of the Ministry of Education designated course in Religious Education.

OR

Agree that they will complete Part I of the Ministry of Education designated course in Religious Education before entering employment with the Board. Should Part I of the Ministry of Education course not be available at that time, then the teacher must agree to complete the course as soon as it is available locally.

- 3.03 Any course, e.g. Religious Education Part I and II which the Board deems necessary for teachers to obtain for purely denominational reasons, shall be applicable only to those teachers hired after September 1, 1987.

Equal Opportunity

- 3.04 There shall be equal opportunity and equal pay for equal qualifications and responsibility for all teachers regardless of sex, race, colour, national origin, marital status, or membership in a Catholic religious order or community.
- 3.05 Nothing in 3.04 above shall restrict the charity of Catholic religious order or community.

Length of School Year and Length of School Day

- 3.06 a) The school year shall not exceed 194 days unless mandated by the Ministry of Education.
- b) The Board shall maintain past practices in regard to the length of the school day,

Lunch Period

- 3.07 a) Teachers shall have a scheduled interval between classes for the lunch break not less than forty consecutive minutes.
- b) This forty-minute period shall be scheduled during the working day and shall be free from supervisory, teaching or other duties unless there is mutual agreement between the teacher and principal. Where such agreement is made on a permanent basis, the Unit will be notified.
- c) All schools shall be entitled to hire two (2) lunch hour supervisors.
- d) The principal, the teacher designate, or any other teacher so assigned, shall be present in the school to assume noon hour supervision responsibilities.

Probationary Teachers

- 3.08 a) For the first year of employment with the Board, a teacher will be on probation.
- b) The one-year probation period is deemed to include any statutory holiday that may fall within that period, but not any leave of absence including sick leave in excess of twenty (20) days.
- 3.09 a) Notwithstanding any other provision in this agreement, the Board may dismiss a teacher who is on probation at its sole discretion, provided that such discretion shall not be arbitrary, discriminatory nor in bad faith.
- b) When the Board decides to terminate employment with a teacher during the probationary period its agent shall explain the reasons for its decision.
- c) The Board shall provide the teacher with thirty (30) days written notice of termination of employment.
- d) Such notice shall be sent to the teacher's last known address or via hand delivery by the supervisory officer.
- e) Failure to provide such notice shall render the termination null and void.

- f) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article X of the collective agreement.

Notification of Positions

- 3.10 All teaching vacancies and new positions at an elementary or secondary school shall be posted for a minimum of three (3) days at all schools. Concurrently, copies of all postings shall be forwarded to the Unit President and staff representatives. The positions shall be posted as they occur. Any teacher on staff wishing to apply for such a position may do so in writing.
- 3.11 a) All vacancies expected to last for a full year shall be filled as indicated above; the Board may, however, make a temporary appointment or appointments to fill vacancies for part of a school year. All staff shall have the opportunity to apply for these positions the following year.
- b) Any position filled under clause 3.11 a) shall be re-posted for September of the next year.

Part-Time to Full-Time Assignments

- 3.12 Part-time teachers seeking an increase in their assignment shall indicate such intent to the supervisory officer concerned by March 31st of each year. All part-time teachers who have indicated such intent, shall be granted interviews for those positions for which they apply and are qualified.

Teacher Protection

- 3.13 Each teacher shall have the right, upon request for an appointment to review the contents of any or all of the teacher's personal files, as maintained by an employee on behalf of the Board, in the presence of an official of the Board. The teacher shall have the right to photocopy the documents included in these files in the presence of a representative of the Board. The documents are not to be removed from Board control.
- 3.14 Each teacher shall have the right to comment, in writing, to any content in teacher's personal file(s) and have such comment attached thereto. These comments shall not be removed from any teacher's personal file(s) without the teacher's consent.

- 3.15 No disciplinary action will be taken upon any complaint by a parent or a student about a teacher or any complaint to the Board or to the College of Teachers, nor shall any notice thereof be included in any of the said teacher's personal file until the teacher has been made aware of said complaint and has been given a chance to respond.
- 3.16 Notwithstanding any investigation by the College of Teachers, the Board may investigate a complaint and determine whether disciplinary action is warranted.
- 3.17 Notwithstanding any determination by the College of Teachers, any action against the teacher by the Board shall be taken in accordance with the terms of the collective agreement.
- 3.18 Any pre-employment references will be withdrawn from the files and may be destroyed by the Board. The files of teachers no longer in the employ of the Board may be stripped of all materials except pay records and medical/sick leave credits upon the later of five years after the teacher has left the Board or the legislated requirement for the retention of the records has expired.

OECTA Association Representatives

- 3.19 a) The Unit shall forward a list of Association representatives appointed or elected at each school or work site to the Board and/or the school principal by September 30th of each year.
- b) The Board agrees to provide bulletin board **space** at each school or other work site for the exclusive use of the Unit to **post** notices and other relevant information.
- c) The Board shall provide teachers in every school or work site with a reasonable meeting room on request, at no cost, provided this does not interrupt the instructional program. The scheduling of meetings and the location for such meetings shall be arranged by the staff representative with the prior approval of the principal.
- d) Notwithstanding any of the above, Unit activities will be subject to the Unit's compliance with Board Policies and Provincial statutes governing advertisements and announcements in schools and staff participation in political activities.
- 3.20 At the teacher's request, a representative of the Unit may attend any meeting where the teacher meets with the principal, vice-principal and/or supervisory officer if the purpose of the meeting is for disciplinary action.

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- 3.21 a) If a teacher has a concern in regard to the administration of a school, he/she shall advise the principal of that concern.
- b) If the principal has not addressed the concern or responded to the concern in a timely manner, the teacher shall have a right to advise the appropriate Supervisory Officer.
- c) On making an adverse report in regard to the administration of a school, the teacher shall provide the principal with a written statement of the report at the earliest possible time and no later than three days after making the report.
- d) The complaint will be investigated and action will be taken to resolve the situation as deemed appropriate by the Supervisory Officer.
- e) A teacher will not be subject to any reprisals or repercussions **as** a result of filing a complaint provided such a complaint was not frivolous, vexatious or malicious.

Assault Provisions

- 3.22 a) Any case of physical assault upon a teacher which occurs during the performance of a teacher's duties or school activities shall be promptly reported to the Board or its designated representative.
- b) The Board will provide legal counsel of its choice to advise the said teacher of rights, obligations and possible courses of action with respect to such assault. This section applies if charges are laid or if the teacher **is** being sued in a civil action.
- c) Where an investigation establishes that the assailant is a person other than a student in the school, or where, in any event, the assault **is of** a serious nature in terms of bodily harm, the principal shall call the police to investigate.
- d) Where a physical assault of **a** serious nature has taken place and the assailant is a student in the school, that student shall be immediately removed from class until disciplinary action is taken by the administration.
- e) All procedures shall be consistent with the policies established by the Board.
- 3.23 A teacher shall report to the principal any incident where a visitor wilfully interrupts or disquiets the proceedings of a school or class. .

Just Cause for Non-Probationary Teachers

- 3.24 a) No teacher shall be disciplined or demoted or discharged without just cause.

- b) It is further understood that teachers who have not completed their probationary period may be released by the Board at a lesser standard of just cause as an Arbitration Board or an Arbitrator may determine.
- 3.25 The Board shall provide the teacher with thirty (30) days written notice of termination of employment.
- 3.26 Such notice shall state the reason(s) for termination.
- 3.27 Such notice shall be sent to the teacher's last known address or via hand delivery by the supervisory officer.
- 3.28 Failure to provide such notice shall render the termination null and void.
- 3.29 Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article X of the collective agreement.
- 3.30 Without prejudice to other provisions of this agreement, clauses 3.24 a) and b) are not intended, and shall not be applied to:
- a) Situations involving surplus, redundancy or changes in programmes.
 - b) A formal teacher evaluation report to the extent that the evaluation report is non-disciplinary in nature.
 - c) A Board decision to eliminate positions of responsibility due to cancellation or alteration of existing programmes and/or services.

This clause shall not be applied or interpreted in a manner prejudicial to the rights of the Board referred to and set out in Article 1.07 hereof.

Professional Activity Days

- 3.31 At least three professional development days per year may be used by teachers for:
- ▶ faith development;
 - ▶ curriculum development;
 - ▶ reporting to parents.

The activities for the Faith and Curriculum Development days shall be planned in consultation with the Unit.

One half-day may be designated as a Federation Day.

Staffing Provisions

- 3.32 a) The system-wide average class size shall be in accordance with Ministry of Education regulations.
- b) Staffing shall include the following additional teachers:
- i) Coordinators - total of 3.0 FTE
 - ii) Special education teachers, staffed a minimum of **one** teacher per 250 net pupils. This excludes the staffing of special education teachers funded through ISA grants. Additional special education teachers may be assigned within the MET funding for special education.

Class Size

- 3.33 a) Provided that the system-wide average class size as specified in 3.32 will not be lowered, staffing of schools shall be based on the following class sizes:

JK and SK	-	22
Grades 1 to 3	-	26
Grades 4 - 8	-	31

- Note:** If the above class sizes require fewer teachers than is necessary to meet the system-wide average class size provision of article 3.32, the Director of Education shall distribute the additional teacher(s) and shall advise the Unit of his/her rationale for doing so.
- b) If there is a class that is a combination of any of the above classifications, then the maximum class size of the combined class shall be that of the average of the two maxima. In such calculations, decimals of 0.5 shall be rounded upwards.
 - c) These class sizes shall be realized no later than October 31. At each month end, principals shall send a copy of the current class sizes in each school to the Unit President.
 - d) Notwithstanding a) to c) above, overages in class sizes may occur to a limit of one (1) over in a maximum of three classes per school. This clause shall only be implemented if and when the system is staffed at the system-wide average as determined in 3.32 a). Any further resolution of this problem shall be agreed upon by the Board and the Unit after consultation with the teacher(s).
 - e) After October 31 of each year, with mutual agreement among the superintendent and the Unit in consultation with the teacher, a class may exceed the maximum class size provided that the system is staffed at the system-wide average as determined in 3.32 a).

Administration of Medication

- 3.34 a) No teacher shall be required to **do** any medical or physical procedure for pupils that may endanger the safety or well-being of the pupil or subject the teacher to **risk of injury or liability for negligence**. Such procedures may include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting procedures.
- b) The Board shall, through existing or supplementary insurance coverage, adequately insure personnel against claims arising from the administration of medication through Board policy, or Board directive.

Preparation, Planning and Evaluation

- 3.35 a) Effective September 1, 2004 every full-time teacher shall be assigned at least one hundred and fifty (~~60~~) minutes per week for the purposes of preparation, planning and evaluation. This time shall be free from classroom instruction and supervisory duties.

Effective September 1, 2005 every full-time teacher shall be assigned at least one hundred and sixty (~~60~~) minutes per week for the purposes of preparation, planning and evaluation. This time shall be free from classroom instruction and supervisory duties.

Effective September 1 2006 every full-time teacher shall be assigned at least one hundred and eighty (**180**) minutes per week for the purposes of preparation, planning and evaluation. This time shall be free from classroom instruction and supervisory duties.

Effective September 1 2007 every full-time teacher shall be assigned at least one hundred and ninety (190) minutes per week for the purposes of preparation, planning and evaluation. This time shall be free from classroom instruction and supervisory duties.

Effective June 30, 2008 every full-time teacher shall **be** assigned at least **two** hundred (200) minutes per week for the purposes of preparation, planning and evaluation. This time shall be free from classroom instruction and supervisory duties.

- b) Every **part-time** teacher shall be assigned time per week for the purposes of preparation, planning and evaluation, pro-rated to the proportion of their assignment to a full-time assignment. This time shall be free from classroom instruction and supervisory duties.
- c) Where possible, preparation time shall be in minimum thirty (30) minute blocks unless extenuating circumstances prevail that make thirty (30) minute blocks impractical. In such **cases** the minimum would **be** twenty (20) minute **blocks** agreed upon by the teacher and the principal and approved by the supervisory officer

concerned. Notification of such approval shall be forwarded to the Unit by the principal.

- d) If, in exceptional circumstances, classroom instruction must be provided during a teacher's allotted preparation time, that time shall be made up to the teacher in the course of the school year.
- e) The following grand-parenting provisions are applicable to Intermediate Teachers:
 - i) No intermediate teacher shall be required to provide more than 150 minutes per week of preparation time coverage from his/her own release time. Such preparation time coverage shall not consist of more than three (3) different curriculum areas.
 - ii) Intermediate teachers in Early French Immersion programs shall have an additional 50 minutes per week in addition to the preparation time to which they are entitled under the previous paragraph, either as recess or as preparation time. This additional time shall not be subject to article 3.35 (c). This additional time shall be reduced to 40 minutes for the 2005-2006 school year, 20 minutes for 2006-2007 and 10 minutes for 2007-2008.
 - iii) This clause expires on June 30, 2008.

Allocation of Teaching Load

3.36 For the duration of this agreement the Board shall maintain past practices in regard to the allocation of teaching load.

Health and Safety

- 3.37
- a) The Board shall establish/maintain a Joint Health and Safety Committee in accordance with legislation.
 - b) The Unit shall have a minimum of one representative on the committee. The number of representatives and their functions shall be determined by the Committee in consultation with the Unit and the Board.
 - c) The terms and conditions of this committee shall be in accordance with legislation.
 - d) Minutes shall be taken of all meetings and copies shall be provided to the Unit representatives.
 - e) The Unit members shall be considered as workers under the definition of worker.

Association Awareness of Appointment to Board Committees

- 3.38 Where the Board establishes a committee requiring teacher representation, the Board shall inform the Unit President of the names of those teachers appointed to **the** committees.

ARTICLE IV

PLACEMENT

Definition of Levels

Categories A0 to A4

- 4.01 a) The Board accepts for classification of a level, the requirements as put forward by the Qualifications Evaluation Council of Ontario in its Programme 5.
- b) A teacher who after having met all the conditions as defined by QECO required for a higher category, and who notifies the Director of Education in writing that all conditions have been met, is entitled to retroactive salary to the date of notification provided that the teacher has submitted the QECO statement of evaluation certificate within one month of the date of issue indicated on the QECO statement.

Interpretation

- 4.02 Ontario certificates only are included in the Definitions.
- 4.03 Ontario Certificate shall mean a certificate or registration and qualification (including a letter of standing) issued by the Ontario College of Teachers or a letter of permission issued by the Ministry of Education and Training.

Experience

- 4.04 a) Years of teaching experience subsequent to graduation from an Ontario College of Education or an Educational Institution issuing certification equivalent to that received upon graduation from an Ontario College of Education.
- b) Years of experience on a teaching certificate for which the Ontario College of Teachers has granted an equivalent Ontario Certificate.
- c) The Board recognizes for grid placement teaching experience that meets all of the following criteria:
- i) Regular or long-term occasional teaching experience in an elementary and/or secondary school as a qualified teacher in an institution that is either:
- funded by the Ministry of Education,
 - funded by the Federal Government,
 - recognized by the Ministry of Education as eligible to grant a Secondary School Diploma and/or
 - in a school Board/District in another province.

- ii) Teachers shall be responsible for submitting all substantiating documentation.
- iii) Notwithstanding, the Board shall continue, to recognize for grid placement any teaching experience previously recognized for teachers employed by the Board prior to September 2000.

4.05 All military experience recognized for superannuation purposes shall be recognized for salary purposes.

4.06 In the case of teacher requirements for Design and Technology and Family Studies, applicants with related experience (determined at the time of hiring) in business, industry and commerce which exceeds the experience requirement for entrance into the Faculty of Education shall be allowed, experience at the rate of two (2) such years of related experience for one (1) year's teaching experience.

4.07 The two (2) years' teaching experience after the first and second Pre-Teachers' Summer Courses shall be regarded as teaching experience.

4.08 Years of experience credited to any teacher for placement in any salary level are full years of experience accumulated from the commencement of employment.

4.09 The Board shall require written verification of all outside teaching experience.

4.10 It shall be the responsibility of the teacher to furnish to the Board acceptable statements of all outside teaching experience.

4.11 A teacher, who notifies the Director of Education in writing that proof of experience will be provided, is entitled to retroactive salary to the date of such notification after providing written verification of all teaching experience, provided that such verification is provided within six (6) months of the date of the notification.

Application

4.12 Except as otherwise specifically provided for in the terms of this agreement, the annual salary of each teacher shall be determined in accordance with the salary schedules shown in Article V.

4.13 No teacher shall be hired at a salary higher than the salary that an incumbent teacher would receive for the same experience and qualifications.

4.14

Unless legally permitted to **do** so, or specifically authorized in writing by the teacher, or as provided in this Collective Agreement, the Board may not withhold part or all of a teacher's salary.

ARTICLE V

SALARY AND ALLOWANCES

5.01 Salary Grids

a) Effective September 1, 2004

Years experience	Cat A0	Cat A1	Cat A2	Cat A3	Cat A4
0	33,856	37,577	39,923	42,966	44,256
1	35,598	39,512	41,921	45,492	47,028
2	37,342	41,449	43,920	48,015	49,800
3	39,083	43,383	45,920	50,542	52,571
4	40,826	45,319	47,917	53,068	55,343
5	42,568	47,255	49,916	55,592	58,115
6	44,311	49,192	51,915	58,117	60,888
7	46,052	51,126	53,913	60,643	63,659
8	47,795	53,062	55,912	63,168	66,433
9	49,535	54,996	57,909	65,691	69,204
10	51,277	56,932	59,909	68,218	71,977
11	53,021	58,869	61,908	70,742	74,748
12	54,763	60,803	63,906	73,268	77,520

b) Effective September 1, 2005

Years experience	Cat A0	Cat A1	Cat A2	Cat A3	Cat A4
0	34,533	38,329	40,721	43,825	45,141
1	36,310	40,302	42,759	46,402	47,969
2	38,089	42,278	44,798	48,975	50,796
3	39,865	44,251	46,838	51,553	53,622
4	41,643	46,225	48,875	54,129	56,450
5	43,419	48,200	50,914	56,704	59,277
6	45,197	50,176	52,953	59,279	62,106
7	46,973	52,149	54,991	61,856	64,932
8	48,751	54,123	57,030	64,431	67,762
9	50,526	56,096	59,067	67,005	70,588
10	52,303	58,071	61,107	69,582	73,417
11	54,081	60,046	63,146	72,157	76,243
12	55,858	62,019	65,184	74,733	79,070

c) Effective September 1, 2006

Years experience	Cat A0	Cat A1	Cat A2	Cat A3	Cat A4
0	35,396	39,287	41,739	44,921	46,270
1	37,218	41,310	43,828	47,562	49,168
2	39,041	43,335	45,918	50,199	52,066
3	40,862	45,357	48,009	52,842	54,963
4	42,684	47,381	50,097	55,482	57,861
5	44,504	49,405	52,187	58,122	60,759
6	46,327	51,430	54,277	60,761	63,659
7	48,147	53,453	56,366	63,402	66,555
8	49,970	55,476	58,456	66,042	69,456
9	51,789	57,498	60,544	68,680	72,353
10	53,611	59,523	62,635	71,322	75,252
11	55,433	61,547	64,725	73,961	78,149
12	57,254	63,569	66,814	76,601	81,047

d) Effective September 1, 2007

Years experience	Cat A0	Cat A1	Cat A2	Cat A3	Cat A4
0	36,458	40,466	42,991	46,269	47,658
1	38,335	42,549	45,143	48,989	50,643
2	40,212	44,635	47,296	51,705	53,628
3	42,088	46,718	49,449	54,427	56,612
4	43,965	48,802	51,600	57,146	59,597
5	45,839	50,887	53,753	59,866	62,582
6	47,717	52,973	55,905	62,584	65,569
7	49,591	55,057	58,057	65,304	68,552
8	51,469	57,140	60,210	68,023	71,540
9	53,343	59,223	62,360	70,740	74,524
10	55,219	61,309	64,514	73,462	77,510
11	57,096	63,393	66,667	76,180	80,493
12	58,972	65,476	68,818	78,899	83,478

f) Effective August 31, 2008

Years experience	Cat A0	Cat A1	Cat A2	Cat A3	Cat A4
0	36,713	40,749	43,292	46,593	47,992
1	38,603	42,847	45,459	49,332	50,998
2	40,493	44,947	47,627	52,067	54,003
3	42,383	47,045	49,795	54,808	57,008
4	44,273	49,144	51,961	57,546	60,014
5	46,160	51,243	54,129	60,285	63,020
6	48,051	53,344	56,296	63,022	66,028
7	49,938	55,442	58,463	65,761	69,032
8	51,829	57,540	60,631	68,499	72,041
9	53,716	59,638	62,797	71,235	75,046
10	55,606	61,738	64,966	73,976	78,053
11	57,496	63,837	67,134	76,713	81,056
12	59,385	65,934	69,300	79,451	84,063

e) Each teacher shall be placed on the grid in accordance with his/her teaching experience, as defined in Article IV.

5.02 Consultants and Coordinators

- a) Consultants: \$2580
- b) Coordinators: \$5161

5.03 Special Education

- a) Without Certificate \$334.
With Elementary Certificate \$556.
With Intermediate Certificate \$778.
With Specialist Certificate \$1000.
- b) Any teacher assigned to Special Education after October 12, 1982 will not receive the allowance.

5.04 Design and Technology, Family Studies and Music- Intermediate Division

- Elementary Certificate Part I \$222.
- Elementary Certificate Part II \$445.
- Elementary Certificate Part III \$667.

Note: Applies only to teachers assigned to such positions for a minimum of 0.5 FTE.

Teacher Designate

- 5.05 a) The parties recognize that from time to time school principals may be absent temporarily from their duties, To accommodate these situations, a teacher may be designated as a "teacher in charge" at the school, otherwise known as a "Teacher Designate".
- b) A teacher designate will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the collective agreement.
- c) The annual responsibility allowance for a teacher designate shall be \$901.
- d) In the case of a short term absence of the principal the teacher designate will assume such duties as may be assigned by that Principal.

- e) Such assignments shall not exceed five consecutive school days except with the approval of the Unit and shall not exceed thirty (30) school days in total per year except with the approval of the Unit. For the purpose of this article, a school day is defined as an absence of a half-day or more.
- f) The Board may replace any teacher designated as a "Teacher in Charge" with an occasional teacher on the assigned days.
- g) The position of teacher designate will be advertised in writing within the school during the first teaching week in September. No teacher will be assigned to this position without the teacher's consent.
- h) The additional daily rate of pay for a teacher who assumes the duties of a teacher designate other than the appointed teacher designate shall be \$10.00 a day.

Acting Administrator

- 5.06 Where a principal or vice-principal *is* absent in excess of **five** consecutive school days or in excess of thirty (30) school days in total within a school year, the Board may assign a teacher the duties of a school administrator for a period not to extend beyond the end of the school year. Such assignment may be made sooner once the Board receives medical confirmation that the absence will exceed five (5) consecutive school days or thirty (30) school days in total.
- 5.07 Any extension ~~of~~ this period shall only be with the mutual agreement ~~of~~ the Board and the Unit.
- 5.08 **No** teacher shall be assigned the duties of an administrator without his/her consent.
- 5.09 Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- 5.10 All other provisions ~~of~~ this collective agreement shall apply to the teacher during such period of temporary assignment.
- 5.11 Any teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.
- 5.12 A teacher who accepts an Acting Administrator position for a temporary period as described above shall be replaced by an occasional teacher.

5.13 The acting administrator shall be compensated at a daily rate commensurate with that of a school administrator in that position in lieu of the teacher designate allowance calculated on a per diem basis.

Travel Allowance

- 5.14
- a) Any teacher authorized to use private transportation for the performance of the teacher's duties shall be paid a travel allowance according to Board policy.
 - b) Travel, which is a condition of employment, shall be paid at the travel allowance rate.
 - c) A teacher required to travel between schools or other places of employment as part of their regular schedule shall be paid a travel allowance according to Board policy.

In lieu time for Summer Institutes

5.15 Upon the approval of the appropriate superintendent, teacher presenters at Board sponsored Summer Institutes will be compensated with a lieu day for each full-day workshop presentation.

New Positions

5.16 Although the board has the sole rights to create or to designate a new position to be filled by a teacher who comes within the scope of this agreement, any applicable allowance shall be the subject of negotiation between the parties. If the Board and the Unit cannot agree, either party may submit the issue to the grievance process in accordance with article 10.

1.) Teachers

5.17 Qualified regular part-time teachers employed to teach shall receive salary and benefits of this agreement prorated to reflect the percentage of time taught.

Method of Pay

5.18 For the duration of this collective agreement, payments of salaries will be made every second Thursday of the school year starting on the first Thursday after Labour Day and every second Thursday thereafter and ending on the last school day of June in each year. Each payment shall represent 3.8269% of the teacher's annual salary except for:

- a) the first payment in November which shall represent 4.3269% of teacher's annual salary and
- b) the last payment which shall represent 15.3076% of the teacher's annual salary or any balance thereof which may be owing.

5.19 Errors in pay creating an underpayment of any amount or an overpayment amounting to \$25.00 or less shall be corrected on the following pay cheque; errors creating an overpayment amounting to more than \$25.00 shall be recovered by the Board either **in** total from the next pay, or at the teacher's option, by instalments not exceeding 10 percent *of* gross pay each pay period provided that any overpayment shall be recovered in full before the teacher leaves the employ of the Board.

Annual Statement

5.20 A statement shall be included with the first **pay** each year specifying basic salary, allowances for experience, allowance for responsibility, and any other allowance the teacher is entitled to receive in accordance with this agreement.

ARTICLE VI

LEAVES AND BENEFITS

Access to Benefit Information

- 6.00 a) The Board reserves the right to re-tender at any time all or part of the employee benefit package. In the event of a decision to change carriers, the Board agrees to implement the same or equivalent coverage which is currently provided in the Collective Agreement.
- b) The Board shall allow one (1) representative from the Unit to sit on any annual review of employee benefits experience with the Board brokers and to provide copies of the related reports.
- c) A copy of "Your Benefit Program" will be provided to each teacher at the time of hiring, whenever it is revised and/or to any teacher at any time upon request. This document shall consist of the terms, conditions and criteria for participation and entitlement to benefits.

Long Term Disability Plan

- 6.01 a) The Board shall administer a Long Term Disability Insurance coverage for all teachers that is mutually agreeable to the Unit and the Board. Disputes over rejected claims must be pursued against the insurer.
- b) The plan shall be mandatory for all teachers.
- c) Teachers shall pay 100% of the premiums.
- d) The Unit shall provide the Board with appropriate documentation on the change of plans if applicable. Notification of plan changes shall be made at the earliest possible opportunity and no later than 120 days prior to implementation date.
- e) The Board agrees to supply to the Plan Administrator such reasonable data as may be required for the proper management of the plan. Whenever a long-term occasional teaching position is posted, the Board shall inform the Unit of the name of the absent teacher and the date on which the teacher last worked.
- f) Any teacher participating in the plan may, upon qualifying for plan benefits:
- i) continue to use the teacher's sick leave credits until expiration of said credits or
 - ii) opt to begin receiving the LTD benefits, In that event, sick leave credits remaining will be maintained for that teacher upon the teacher's return to active duties or entitlement to pension under the Teacher's Pension Act.

- iii) continue to participate in group employee benefits upon paying 100 percent of the costs of such benefits.
- g) In the event a teacher applies for LTD benefits and the teacher's accumulated sick leave days have expired, the Board shall continue to pay its portion of the employee benefit premiums and arrange for the teacher to pay for the portion during the prescribed waiting period.
- h) Should the Board initiate a modified work program to facilitate a teacher's return to work, the teacher, the principal and the Unit will be consulted.
- i) **If** a teacher uses sick leave credits beyond the elimination period **as** stated in the LTD policy, or while awaiting outcome of an appeal of the termination of LTD benefits, the teacher, upon receipt of such benefits, **shall** reimburse the Board for those periods during which the teacher received both the **sick** leave plan and LTD payments.

Benefits

6.02

The Board agrees to contribute towards the cost of the premiums for the following benefits applicable to employees and eligible dependents:

a)

GROUP INSURANCE PLAN	DESCRIPTION	% of PREMIUMS PAID BY BOARD
Hospital	Semi-private room	100%
Vision	Up to \$200 per person in any given period of twenty-four (24) consecutive months for: <ol style="list-style-type: none"> 1. an eye examination; 2. the purchase of prescription eyeglasses (frames and/or lenses) and contact lenses which are prescribed as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist, and which are purchased while coverage is in force; 3. repairs to existing frames and/or lenses. 	100%
Hearing Aid	Up to \$300 per person in any period of five (5) consecutive years on the written prescription of a medical doctor.	100%
Drug	Equivalent to current coverage.	100%
Supplementary (Extended) Health	\$500 maximum per year for physiotherapist; \$300 maximum per year for each of the following: chiropractor, osteopath, podiatrist, massage therapist, naturopath, speech therapist, psychologist.	100%
Health - Travel	Out-of-province and out-of-country health coverage.	100%

b)

GROUP INSURANCE PLAN	DESCRIPTION	% OF PREMIUMS PAID BY BOARD
Dental	Equivalent to current ODA schedule of fees	100%
Orthodontics	50% co-insurance, to a maximum of \$1000 per dependent up to 18 years old.	100%
Term Group Life Insurance		
Voluntary Group Life Insurance	Up to four (4) options of \$25,000, subject to eligibility as determined by the carrier.	0%

The Board's obligations regarding Life Insurance under the collective agreement are limited to enrolling teachers, paying premiums and facilitating the administration of the plan. The Board is not entitled to initiate changes to terms of coverage under the insurance plan without the consent of the Unit.

Participation and Eligibility

6.03 a) Participation and Eligibility

Benefits outlined in 6.02 a) above must be considered as a package. Benefits outlined under 6.02 b) may each be considered separately. Employees select their desired coverage/plan at the time of hire, and opt out at any time; however, once an employee declines or opts out of a particular coverage, such coverage may only be initiated or reinstated subject to the approval of the insurance company and/or carrier. Notwithstanding, part-time employees may enroll in the benefit plans without evidence of insurability for thirty-one (31) days from the date of a status change from part-time to full-time.

b) Benefits for Surviving Spouse/Dependents

Survivor benefits shall be made available to a deceased employee's eligible dependent(s) for a period of one year following the teacher's death, provided the premiums are paid 100% by the eligible dependent(s). Benefit coverage will be based on the teacher's benefit coverage for dependents at the time of death.

c) Benefits Coverage During Lay-Off

Health and/or dental benefit coverage shall be made, available to a redundant teacher for a period of 31 days following redundancy, provided the teacher has this benefit coverage prior to redundancy and pays 100% of the premiums.

Part-time Teachers

6.04 Part-time teachers may participate in any of the above plans. The Board's contribution will be in proportion to the teacher's teaching time.

6.05 All teachers on leave of absence without pay are entitled to participate in such group benefit plans as they determine by remitting the full premium thereof to the Board on a monthly basis.

Employee Wellness Program

6.06 The Board shall provide an Employee Wellness Program. There shall be an annual consultation between the Unit and the Board with respect to the effectiveness of the Program,

Cumulative Sick Leave Credit

6.07 a) A leave plan (hereinafter referred to as Sick Leave Plan) is hereby established for every teacher.

b) A teacher is eligible for sick leave under this plan when the teacher is unable to work because of an injury or illness.

c) Subject to the final authority of the Board, the administration of the system shall be vested in the Director of Education.

6.08 The Director of Education shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit, and the deductions therefrom.

6.09 In case of dispute with respect to credits or deductions therefrom under this system, the dispute shall be resolved through the Grievance Procedure.

6.10 Upon written request by a teacher, the Director of Education shall provide a statement in writing of sick leave credits which shall indicate the credits, accumulated credits, and the deductions therefrom.

- 6.11 a) The sick leave plan is based on a twenty (20)-day annual credit per full-time teacher.
- b) Each teacher shall be entitled to have 100 percent of the unused portion of the teacher's annual sick leave credit transferred annually to the teacher's accumulated sick leave credit to a maximum of 250 days;
- c) Where a teacher commences employment after September 1st in any year, the annual sick leave credit of twenty (20) days shall be calculated on the rate that twenty (20) days bear to one (1) year of employment.
- d) After the annual sick leave credit of twenty (20) days has been used in any school year, each eligible teacher shall receive pay under this plan for absence due to illness up to the amount of the teacher's accumulated sick leave credits.
- e) If, because of absence, a teacher's cumulative sick leave credit has been reduced, it may be built up again in subsequent years.
- f) Where a teacher of a board which has established a sick leave plan became an employee of this Board, the teacher shall be entitled upon written proof to have placed to the teacher's sick leave credits those credits in the sick leave plan of the board by which the teacher was previously employed up to the maximum allowable by the Board.
- g) No transfer into the Board's sick leave credit **plan** shall be made if the employee received from previous employer a service gratuity or other allowance paid in respect of accumulated sick leave.

Deductions

- 6.12 After more than four **(4)** consecutive days' absence due to illness, pay shall be deducted unless a certificate from a qualified medical or dental practitioner, certifying to the inability of the teacher to attend to the teacher's duties, is furnished to the Board.

Special Leaves

- 6.13 The Board shall grant a leave of absence without loss of pay nor deduction from sick leave credits in the following cases:
- a) When a teacher is required to be absent because of jury duty or subpoena or quarantine.
- b) Five (5) consecutive school days because of the death of a member of the teacher's immediate family.
- c) Four **(4)** consecutive school days because of the death of a parent-in-law,

conditional upon the teacher attending the funeral.

- d) Three (3) consecutive school days because of the death of a grand-parent, grand-parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, conditional upon the teacher attending the funeral.
- e) Absence to attend workshops, seminars, etc. approved by the Board.
- f) One school day on the day of an examination when a teacher is required to write an examination provided such examination is written during school hours and is written in conjunction with improvement of the teacher's qualifications.
- g) One (1) school day to attend the teacher's Masters or PhD graduation provided there is internal coverage.
- h) One (1) day per year for medical referrals to a specialist within the Board's district for one of the following: employee, spouse, son, daughter, father or mother. Medical evidence shall be required.
- i) The Director of Education has the discretion to approve a teacher's written request for one or more days of unpaid leave beyond the days provided above.

6.14

A total of not more than five (5) individual school days in any one year shall be granted without loss of pay nor deductions from sick leave credit to collectively cover the following cases:

- a) Two (2) not necessarily consecutive days for paternity leave.
- b) One (1) day upon approval of the Director of Education to enable the teacher to participate in an approved religious retreat or cursillo.
- c) One (1) day because of the death of a close friend, uncle, aunt, niece, nephew or member of a religious community for the purpose of attending the funeral.
- d) When schools are not officially closed due to weather conditions but vehicles are unable to travel on the same roads that a teacher must use to get to school, there shall be no **loss** of pay or deductions for sick leave credits for any teacher who notifies the principal of the inability to get to school and accordingly completes the Board's leave authorization form upon return to regular duties.
- e) To attend the teacher's swearing in ceremonies for Canadian citizenship.
- f) Where there is serious bodily injury or physical illness within the immediate family. Medical evidence shall be required to confirm the nature of the injury or illness.

- g) For medical referrals requiring travel out of the Board's district for employee, spouse, son, daughter, father or mother. Medical evidence shall be required.
- h) Upon the approval and at the discretion of the Director of Education, where an exceptional circumstance necessitates the teacher's absence from duties, further leave beyond the five (5) days provided above may be granted for reasons outlined above, provided that the teacher attests that all reasonable measures were taken to avoid the absence. In these situations the request must be made in writing.

Workers' Safety and Insurance Benefits

- 6.15
- a) In cases where the absence is due to an injury or illness compensable under the Workplace Safety and Insurance Act or covered by any other type of accident insurance, the premiums for which are paid by the Board, the period of absence charged against the credit shall be reduced to give effect only to the net salary paid by the Board.
 - b) The Board agrees to provide to the injured teacher any return to work plan or any other prescribed information and/or correspondence between the Board and the W.S.I.B. regarding a teacher's W.S.I.B. claim.
 - c) At the request of the teacher, the Board shall provide the local bargaining unit with a copy of the employer's report of the injury or disease (Form 7) when submitting such form to the Workers' Safety and Insurance Board.
 - d) At the request of the teacher, the Board agrees to provide to the local bargaining unit and the injured teacher any return to work plan or any other prescribed information and/or correspondence between the Board and the W.S.I.B. regarding a teacher's W.S.I.B. claim.
 - e) Notwithstanding the teacher's eligibility to receive benefits under the Workplace Safety and Insurance Act, the teacher may elect to forgo any such claim, subject to the Workplace Safety and Insurance Act, and to receive full access to sick leave as provided in this collective agreement.

Retirement Credit Tuition Plan

- 6.16 A teacher, after a minimum of ten (10) years of continuous service with the Board or its predecessor boards, immediately prior to retirement, and who retires for any of the following reasons, shall be entitled to a retirement gratuity allowance, as provided in 6.17 but not to exceed a total amount of \$9000.00.

- a) permanent disability as defined by the Teachers' Pension Act
- b) becoming eligible for a pension as defined by the Teachers' Pension Act (upon submission of proof that payments will commence within two (2) months).

Continuous service for purposes of this article shall be calculated from the most recent date of hire by the Board or its predecessors in a regular part-time or full-time teaching position.

6.17 The gratuity, subject to eligibility, shall be calculated as follows:

$$\begin{array}{c}
 \frac{\text{salary rate at retirement}}{2} \\
 \times \\
 \frac{\text{number of sick leave credits (max 200) accumulated}}{200} \\
 \times \\
 \frac{\text{number of years of service (min. 10: max. 20)}}{20}
 \end{array}$$

Conditions of Payment

- 6.18 a) The gratuity may **be** paid at time of retirement in January of the year following retirement, or in five (5) equal annual payments beginning in June of the year of retirement.
- b) A teacher applying for gratuity shall submit written proof that the teacher is eligible for a pension.

Death Benefit

6.19 In the event of the death of a full-time teacher or part-time teacher while under contract, the named beneficiary, upon proof of eligibility shall within four **(4)** weeks, receive 50 percent of the estimated retirement gratuity based on accumulated sick leave credits, and calculated in accordance with the formula in 6.17. The balance, if any, shall be paid upon submission of all necessary documentary evidence.

Pregnancy and/or Parental Leave

6.20 a) Pregnancy and/or parental leaves shall be in accordance with the Employment

Standards Act.

- b) The Board shall pay 100% of the teacher's regular salary during, the first two (2) weeks of the pregnancy leave provided the teacher is eligible for employment insurance benefits. Proof of eligibility shall be provided by the teacher.

An additional Supplemental Employment Benefit (SEB) of \$175.00 per month shall be paid to all teachers on pregnancy and/or parental leaves. Effective September 1, 2007, the amount of the additional Supplemental Benefit shall be increased to \$200.00 per month.

- c) Regular salary is defined as the salary that a teacher would earn during the period she would normally be required to work. This payment is made under a Supplemental Employment Benefit (SEB) Plan and is excluded as earnings for employment benefit purposes if the following conditions are met:

- i) The combination of weekly employment benefits and the Supplemental Employment Benefit (SEB) Plan benefits does not exceed the teacher's normal weekly earnings.

- ii) Payments made under the Supplemental Employment Benefit (SEB) Plan do not reduce the employee's accumulated credits from that teacher's employment. (Section 38 of the Employment Insurance Act, 1996).

- d) Written application for pregnancy and/or parental leave shall be made to the immediate superior at least **two (2)** weeks prior to the date upon which the leave is expected to commence. Such notification shall indicate the teacher's last day of work, the expected date of return and shall include a medical certificate.

- e) A teacher on pregnancy and/or parental leave who returns in the same school year shall be placed in the same position or in a comparable position in the same school unless a mutual agreement is reached between the Board and the teacher.

6.21 A pregnant employee who started employment with her employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.

6.22 a) Any extension of maternity leave shall be by mutual agreement between the teacher concerned and the Board, on the understanding that both parties **should** agree to continue to observe their respective obligations as defined in the Employment Standards Act.

- b) Employees taking an extended maternity or adoption leave shall be allowed to prepay the full cost of any benefits in which they participate at the commencement of the extended leave, provided that the prepayment shall cover the whole anticipated period of leave.

6.23 No increment shall be paid to a teacher on an extended maternity leave unless a minimum of 50 percent of the school year has been taught.

6.24 a) An Adoption Leave shall be granted in accordance with the terms of Parental Leave under the Employment Standards Act.

i) Written application for adoption leave shall be made *two* (2) weeks prior to the date upon which leave is expected to commence.

ii) Adoption leave shall commence immediately upon formal notice to the teacher that the child is available, or at such time as is mutually agreed to by the Board and the teacher concerned.

iii) Adoption leave may be extended without pay by mutual consent of the Board and the teacher.

iv) The Board shall pay 100 percent of the teacher's regular salary during the first ~~two~~ (2) weeks of the adoption leave provided the teacher is eligible for employment insurance benefits. Proof of eligibility shall be provided by the teacher.

b) Parental Leave

Parental Leaves shall be in accordance with the Employment Standards Act.

Family Medical Leave

6.25 Family medical leave shall be in accordance with the Employment Standards Act.

Leave for Public Office

6.26 A teacher holding public office will be granted relief from duty with pay and without **loss** of sick leave credit, to a maximum of three days annually, to fulfil properly a public office provided that the Public Office reimburses the Board for the cost of supply teacher services.

6.27 When the time required for the fulfilment of such public service is such as to interfere with the efficient execution of the individual's duties as a teacher, application should be made for a long term leave of absence without pay.

6.28 A teacher should not profit from a public service at the expense of the teacher's school responsibilities.

6.29 Public Office is interpreted to mean holding office by virtue of being elected by the public or appointed by a Municipal, Provincial, Federal government agency i.e.

Library Board, Hydro Commission, Hospital Board, Housing Authority, etc.

leave f Professional s

- 6.30 Definition: Professional Service for this agreement shall be defined as that service rendered by OTF or its affiliates, by local teachers who serve:
- a) as a member of the executive or the Board of Governors of OTF
 - b) as a member of the executive or the Council of Presidents of OECTA
 - c) as a member of a Standing Committee as defined in the OTF or Provincial OECTA by-laws operating directly under the Provincial executive of OTF or OECTA
 - d) as an authorized voting delegate to the Annual General Meeting of the OECTA provided:
 - i) the number of teachers granted such leave is in accordance with the constitution of the Unit, and
 - ii) the maximum number of teachers granted such leave does not exceed six (6) delegates, and
 - iii) such leave is granted for one (1) day per year per delegate. It is understood that if the leave exceeds one (1) day, the Unit shall reimburse the Board the full costs of the required number of occasional teachers beyond the first day of absence.
 - e) Upon the approval of the Director of Education, leave may be granted to the Unit executive for special purposes.
- 6.31 The Unit shall inform the Board of the names of those teachers appointed to committees as defined under articles 6.30 a), b) and c) within thirty (30) days of such appointments.
- 6.32 a) Details for Professional Leaves under 6.30 shall be received by the Director or designate at least five (5) days prior to the leave.
- b) Such details shall specify:
 - i) the appropriate clause under 6.30;
 - ii) the Standing Committee or function where applicable.
 - c) The Board shall grant leaves that meet the criteria of 6.30 a), b), c) and d).

- 6.33 a) The total number of leave days granted under Article 6.30 shall not exceed ten (10) days in a given school year, exclusive of any professional service leaves of the Unit president and 6.30 a), b) and c).
- b) The salary for such teacher on leave is to be fully reimbursed by the Unit or Association.
- c) Notwithstanding 6.33 a), additional days may be granted at the discretion of the Director of Education.

Leave of Absence

- 6.34 Any teacher who has been in the employ of the Board for five (5) years may be granted, upon request, **six** (6) months or one ~~(1)~~ year's leave of absence without pay, to commence on the first day of January, July or semester. The request must state the reason(s) for the leave. Violation of the reason(s) for the leave negates the leave and cancels the contract unless a new agreement is obtained from the Board.
- 6.35 On the expiration of the leave of absence the teacher shall resume duty retaining the teacher's former standing as regards to salary and accumulated sick leave credits. The period of such absence **shall not be** employed in teaching except by permission of the Board. Any teacher applying for leave of absence must give at least two (2) months' notice in writing to the Director of Education.
- 6.36 Failure to deliver a written notice to the Director of Education three (3) full teaching months prior to the expiration of the leave, or prior to April 1st of a teaching year, of a teacher's intention to resume teaching duties with the Board following the expiration of the leave shall mean resignation by the teacher.
- 6.37 A full-time teacher may apply for a part-time position for a specified time period at the end of which the teacher shall **be** returned to the former or comparable position with the Board in the same municipality, provided that teacher has not been declared redundant or eligible for transfer under the provision of this collective agreement. This shall be treated as a leave of absence in accordance with 6.34 to 6.36 above.

Secondment

- 6.38 a) For the purpose of this Article a secondment is a temporary leave from the teacher's current assignment within the **Unit** to an organization or department outside the Unit.
- b) A secondment occurs by mutual agreement of the teacher, the Board, and, if

applicable, the external employer.

- c) **As** part of the secondment agreement, the teacher continues to be paid by the Board, although such payment may be recovered from the external employer or from funds allocated to another department within the Board.

6.39 A teacher on secondment continues to be a member of the Unit of origin and is subject to the terms and conditions of the collective agreement of the Unit of origin, including redundancy and surplus.

6.40 Notwithstanding, salary and benefits may be as per the teacher's current collective agreement, or as determined **by** the receiving department or employer, subject **to** the approval of all concerned parties of the secondment agreement, as identified in 6.38 b), above.

6.41 A teacher on secondment from this Unit shall continue to accrue seniority and experience in accordance with Article IX.

6.42 No teacher shall be seconded to teach within the Unit from the external organization, department or panel if such secondment places a teacher of the Unit in a position of redundancy during the school year in which the secondment begins.

6.43 a) The Board may grant the request of an elementary and a secondary teacher to exchange positions. Such exchange shall be treated as dual secondments subject to the following additional or over-riding provisions.

b) The exchange/secondments shall be subject to the endorsement of both Units, and shall be reviewed annually by the respective Units and the Board.

c) A teacher on exchange or secondment shall accept the working conditions and assume the duties and responsibilities assigned by the Board that would normally apply to a teacher within the receiving panel.

6.44 If, during the period of secondment, a teacher who has been seconded to this Unit accepts a teaching contract to remain in this Unit, seniority shall be calculated in accordance with Article IX from the original date of secondment.

Teacher Self-Funded Deferred Leave Plan

6.45 Definition:

A self-funded deferred leave plan is established to permit teachers to take a one (1)

year paid leave by deferring part of their salary during a cooperatively (Board and teacher) determined period to produce their income during their leave year. Options for consideration include A/B up to a maximum of ten (10) years. .

6.46 Teacher Self-Funded Deferred Leave Plan

Any teachers who is permanently employed with the Board may participate in the program.

6.47 Application:

- a) A written application to participate in a self-funded leave plan shall be sent to the Director of Education no later than May 1st of the school year which immediately precedes the effective date of the individual teacher's proposed program.
- b) The Director of Education will first review the applications and may refuse or postpone applications where the leave, in the opinion of the Director, would affect programs and proper delivery of service in the school. Such reasons are to be communicated to the applicants by the Director.

6.48 Salary and Benefits:

- a) During the determined years previous to the leave year, the Board shall deduct from each pay a percentage of the teacher's gross salary as requested by the teacher involved and the percentage so determined shall remain in effect for a period of one year and reviewed annually. Changes in this percentage shall be allowed prior to August 15th each year upon written notification to the Board.
- b) The sums in accordance with (a) above, shall be placed in an individual savings account at a financial institution of the Board's choice. Such account shall be in the Board's name. The individual shall have a pass book related to the said account which can be updated at the individual's convenience. Notwithstanding the above, the Board may place the said sums in a current account which provides a higher interest rate; in such case, the Board shall prepare a monthly statement for the teacher, in lieu of providing a pass book.
- c) During the designated leave year the teacher shall be granted a Leave of Absence. Monies accumulated as of commencement of the leave in the account described in b), shall be paid to the teacher in a method that is mutually agreeable (i.e. according to pay schedule, lump sum or multiple lump sums).
- d) The Board agrees to maintain the participant's employee benefits plans in accordance with the Collective Agreement.

6.49

Withdrawal:

- a) A teacher may withdraw from the plan prior to taking the teacher's leave of absence, providing the teacher forwards a written notice to the Board, but the teacher may not withdraw from the plan after March 1st of the year preceding the teacher's leave,
- b) A teacher who resigns from the Board's employ, is dismissed or otherwise ceases to be employed by the Board prior to the commencement of the teacher's leave shall be deemed to have withdrawn from the plan,
- c) Upon withdrawal in accordance with a) or b) above, all monies accumulated in the above mentioned savings accounts shall be repaid to the teacher within thirty (30) days of notification of withdrawal subject to the statutory deductions required from time to time by the Regulations set by Revenue Canada or in a method mutually agreed upon between the Board and the participant.
- d) Should a teacher die while participating in the plan, the monies remaining in the above mentioned savings account shall be paid to the beneficiary named in writing subject to the Regulations of Revenue Canada.

6.50

Additional Conditions and Terms of Reference

- a) A teacher participating in the plan shall be eligible upon return to duty, to increases in salary and benefits that would have been enjoyed had the leave year not been taken, including credit for one year seniority and increment.
- b) Sick leave credits shall be maintained but shall not accumulate during the year spent on leave.
- c) Superannuation deductions are to be maintained in accordance with the Teachers' Pension Act. Teachers are solely responsible for any other arrangements that may be made with the Teachers' Pension Plan Board.
- d) Income tax shall be deducted in a manner which complies with the Income Tax Regulations of Revenue Canada in effect at the time of the deferral and payment.
- e) The teacher agrees to save the Board harmless from claims or deductions arising from the operation of the funds which the Board is required by law to pay.
- f) Upon the teacher's return from leave, he or she shall be placed in a position comparable to and in the same municipality as the one held prior to the commencement of the leave, subject to the provisions of the Collective Agreement.

Sabbatical Leave

6.51 Application for a sabbatical leave shall be made no later than December 31st, in any year.

ARTICLE VII

PROFESSIONAL FEES

Federation Fees

- 7.01 a) The Board shall deduct from the wages of each teacher, the amount of the regular OECTA dues for the teacher. The deduction shall be made in twenty-six **(26)** equal installments and shall be remitted to OECTA within thirty (30) working days of collection.
- b) "Regular OECTA dues" shall have the same meaning as "Regular Union Dues" under section 47(2) of the Labour Relations Act (1998).
- c) If the Unit decides to assess an annual local fee, the Board shall agree to payroll deductions in a mutually acceptable manner.
- d) The Affiliate shall indemnify and save the Board harmless against any claim or liability arising out of the application of the above clauses.

College of Teachers Fees

- 7.02 The Board shall identify the teachers within this bargaining Unit who are on the Board's payroll on a regular pay day that falls within the period prescribed by the Ontario College of Teachers for the purpose of remitting the annual fee. The Board shall pay and shall remit the required Ontario College of Teachers fees on behalf of these teachers.

ARTICLE VIII

INFORMATION RE: TEACHERS' SALARIES

- 8.01 The Board shall make available to the Unit on or before November 15 each year, the list of the teachers in the bargaining unit as at October 31, including their seniority ranking, experience, status (probationary or permanent) and placement on the salary grid. **The** unit shall be notified of all hires made on or after November 1 of each year.

ARTICLE IX

SENIORITY

- 9.01 a) Seniority is defined as a continuous period of employment in a regular position since the most recent employment date for the Board or its predecessors, which include St. Joseph's College and Scollard Hall private schools.
- b) For seniority purposes, a regular position means any position included in the bargaining unit.
- c) Part-time teachers shall be considered as full-time teachers for the purpose of seniority.
- d) Where seniority is equal, the higher rank shall be accorded to the teacher:
- i) with the greater teaching experience as a regular teacher, including experience with other boards; or if equal,
 - ii) the QECO rating statement as per article 4.01; or, if equal,
 - iii) as determined by lot (witnessed by the superintendent and Unit President).
- e) For the purpose of determining continuous period of employment, a teacher transferred from the secondary panel after June 30, 1996 shall be deemed to be a new hire, subject to article 6.43, if applicable.
- f) Notwithstanding any of the above, a regular teacher who is not on probation is deemed to have more seniority than a teacher on probation.
- 9.02 a) A seniority list shall be prepared annually by the Board, consisting of the names of teachers of the Unit in order of seniority.
- b) The list shall consist of two parts:
- i) teacher under permanent employment
 - ii) probationary teacher.
- 9.03 a) This seniority list shall be made available to the Unit President and shall be posted in each elementary school no later than March 1 of each year.
- b) Twenty (20) additional copies shall be sent to the Unit for distribution to individual members as it sees fit. Requests for personal copies are to be directed to the Unit President.

- 9.04 a) The Unit President or any teacher shall notify the Board through the personnel department no later than March 31 of the school year of any errors, discrepancies, omissions or amendments required to the seniority list. The teacher shall, by this date, also supply all supporting documents or proof necessary to uphold any request for correction.
- b) i) Any notification or supporting documentation received by the Board after this date need not be considered in the staffing process for the next school year, including the process for determining redundant staff and staff surplus to a municipality.
- ii) Notwithstanding, corrections may be made at any time to the seniority and/or recall lists, by mutual agreement of the Unit President and the Superintendent concerned; such corrections shall not affect any staffing decisions made prior to such agreement, including the determination of redundant, surplus or assigned staff.
- 9.05 The Board shall make available to the Unit President and shall post in each elementary school the revisions to the seniority list not later than April 30 of each year.

ARTICLE X

TRANSFERS AND TERMINATIONS

Transfer Notification and Provisions

- 10.01 Where teachers are to be transferred by the Board from a school in one municipality to a school in another municipality, the Board agrees to notify the teacher in writing on or before the 15th day of May immediately prior to the school year for which the transfer is effective, but nothing in this paragraph prevents the transfer of a teacher at any time by mutual consent of the Board and the teacher.
- 10.02 Any teacher who is transferred during the school year shall be granted one school day of orientation at the new school prior to the effective date of transfer.
- 10.03 Any teacher who is involuntarily transferred from the position held shall have right to appeal to the Director of Education.

Surplus Teachers

- 10.04 Where a surplus of teachers exists within a given municipality, the teacher or teachers with the least seniority with the Board shall be identified as available for transfer to schools in other municipalities. Notification of such transfer shall be in accordance with 10.01 above.
- 10.05 In order of seniority, teachers identified for transfer shall initially be given a choice of an elementary position that is vacant as of May 15th. Any subsequent transfer to a vacant position is subject to the procedures described in this Article for Transfers into Vacancies.

Transfers Into Vacancies

- 10.06 The Board may fill a vacancy by transferring any teacher within the same municipality. The resulting vacancy(ies) would then be posted and filled in accordance with the provisions of this Article.
- 10.07 Vacancies and new positions that occur during the school year shall first be posted internally.
- 10.08 Teachers from other municipalities (including those who have been transferred involuntarily to another municipality) and redundant teachers may apply for these

posted positions, Such transfers shall be granted on the basis of seniority; notwithstanding, there is no obligation on the Board to grant a transfer to a teacher who is not qualified to fill a particular vacancy.

10.09 For such postings, if the successful teacher is currently assigned in another municipality, the Board may defer the transfer to the beginning of the next school year, at the latest. In such case, the teacher would be deemed to have been assigned to the new municipality and would be treated as such in the process of staffing for the next school year, including the process for determining surplus and redundancy.

10.10 All teachers shall be invited to submit to the Superintendent by March 31 of each year their request for transfer to an elementary school in another municipality. Such request shall be made using the form prescribed by the Superintendent and shall constitute a standing application for any vacancy occurring in an elementary school in another municipality between May 1 and the beginning of the next school year. Such applications will be considered in conjunction with the recall list and those surplus teachers who were transferred involuntarily to another municipality for the following school year. Vacancies shall be filled on the basis of seniority, provided that the teachers are qualified for these positions. These vacancies may be so filled without posting.

10.11 Nothing in this Article is meant to imply that a teacher has a preferential right, based on seniority, to a vacancy or new position within the same municipality or in another panel:

10.12 Vacancies and new positions occurring in the secondary panel shall be posted in elementary schools.

Terminations

10.13 The following provisions will apply to the termination of an individual teacher's contract.

It is recognized by both parties that:

- a) in order to provide the best educational programs for its students, the Board will select its teaching staff in a manner that takes into account the needs and desires of the communities served;
- b) while seeking to maintain **good** employee-employer relationships, the Board must endeavour to maintain economically efficient units of operation in the light of

- declining enrolment
 - termination of particular programs of instruction and/or closing of schools
 - budgetary constraints;
- c) under normal conditions, a gradual reduction of staff may be achieved by
- attrition (retirements and resignations)
 - termination of probationary contracts
 - termination of permanent contracts for just cause or incompetence in accordance with the Education Act and Regulations;
- d) should prevailing situations mentioned in b) above require greater reduction of staff than may be achieved by the means mentioned in c) above, some other method of staff reduction must be implemented and some teachers may have to be declared redundant;
- e) since teachers are hired to teach for the Board within the panel and not for a particular school, it is the panel and not a particular school which may experience a surplus of teachers;
- f) notwithstanding any of the provisions herein set forth, the Board retains the right to release teachers for just cause or incompetence regardless of the employment status of the teacher.

10.14 a) Sten No. 1

Not later than May 15th of each year, the Board will deploy its elementary teachers and indicate the number of teachers redundant.

b) Sten No. 2

On or before May 15th of each year, the number of redundant teachers will be announced to all schools, and teachers declared redundant will be so notified. The notice shall state that the reason for termination of employment is because of redundancy. Such notice shall be sent via registered mail to the teacher's last known address or via hand delivery by a supervisory officer or designate.

c) Sten No. 3

Subsequent to May 15th of each year, and after all transfers have been completed in accordance with this Article, teachers who have been declared redundant may be reinstated by accepting positions declared vacant as a result of these transfers or as a result of resignations that may have occurred within the panel.

10.15

Employment Security

- a) The Board will exercise its best efforts to accommodate teachers within the municipality in which they are currently assigned and transfers from one municipality to another will be effected as a last resort, subject to the provisions of this Article.
- b) There shall be only one recall list from the elementary panel consisting of teachers whose contracts have been terminated either because:
 - i) they were declared redundant, or
 - ii) they were declared surplus to a municipality and refused a position offered to them in accordance with e) below.
- c) The recall list shall be ordered according to seniority.
- d) **All** teachers on the recall list shall be considered for any vacancy that occurs, subject to the terms of this Article. **A** teacher **who** has a right to recall shall lose such right if the teacher does not, within five **(5)** days, accept a position offered by the Board. Subject to the terms of this Article, teachers placed on a recall list shall retain the right of recall for positions that become available, provided that they are qualified for these positions. The Board shall refrain from hiring teachers externally while **a** teacher qualified for a position retains rights of recall.
- e) Teachers who are declared redundant or surplus to a municipality pursuant to Article X, who are offered a position at a school located in excess of 60 km from the school of origin and who refuse such offer shall nevertheless retain their right to recall, subject to the provisions of the Article.

10.16

The Board has the responsibility to ensure that the quality of special programs is maintained and reserves the right to assign suitable staff to these programs. If an individual teacher qualifies for termination according to the above provisions but, because of the nature of the position, the teacher could not readily be replaced, then this teacher may be declared ineligible for termination.

10.17

Where a teacher is reinstated in accordance with the provisions of this Article, the teacher shall be given full recognition for accumulated seniority at the date of termination. Such reinstatement shall recognize all rights, privileges, advantages and obligations accrued to the teacher at the date of termination.

10.18

None of the foregoing shall be construed as to prejudicially affect the rights and privileges of the Board with respect to the employment of Roman Catholic teachers.

10.19

If a long-term occasional assignment lasts for an entire school year, the occasional

teacher shall be deemed to have been employed as a regular teacher since the first day of school. Continued employment shall be subject to the conditions of this collective agreement including those provisions for probationary teachers.

Transfer and Termination for Late Hires

- 10.20 a) If the Board offers a teaching position to a teacher after May 15, the Board may at that time notify the teacher that the teacher is declared redundant or surplus to the municipality for the following school year, as provided in Article X, notwithstanding the timelines of that Article. In such case the teacher is entitled to the recall provisions of that Article.
- b) A teacher who accepts such a position shall include in writing that he/she:
- i) has been made aware of the pertinent provisions of this Article.
 - ii) agrees to the termination date and conditions contained therein, and
 - iii) has been advised to consult the Unit President

This agreement is deemed to be sufficient and timely notice and mutual agreement of the teacher and the Board to terminate the employment pursuant to this Article.

ARTICLE XI

GRIEVANCE

Grievance Procedures

- 11.01 Within the terms of this agreement, a grievance shall be defined as a difference relating to the interpretation, application, administration or alleged violation of this agreement.
- 11.02 If a teacher who is covered by this agreement has a grievance the teacher shall discuss the complaint with the teacher's principal, where applicable or with the teacher's immediate superior. Such complaint shall be brought in writing to the attention of the appropriate principal or immediate superior within ten (10) working days of the incident giving rise to grievance. The principal or immediate superior shall attempt to resolve the dispute informally and shall give a decision in writing, within five (5) working days of receiving the grievance.
- 11.03 Prior to initiating a grievance at Step 1, a teacher or a designated Unit representative may attempt to resolve the said teacher's individual grievance by informal discussion with the Superintendent concerned. The Unit President or designated Unit representative may attempt to resolve a policy or group grievance in a similar way.
- 11.04 Step One
- Should the teacher be dissatisfied with the decision of the principal or immediate superior, the teacher may refer such matter on a written grievance form to the Director of Education within five (5) working days of receipt of the reply of the principal or immediate superior. The complaint shall constitute a formal grievance at Step **One**. The statement of grievance shall indicate the name of the griever; shall state the facts giving rise to the grievance; shall identify **by** specific reference and provision(s) of this agreement alleged to **be** violated and shall indicate the relief sought. The Director of Education shall answer the grievance in writing within ten (10) working **days** of receipt of the statement of grievance.
- 11.05 Step Two
- If no settlement **is** reached at Step One, the teacher, representatives of the teachers and representatives of the Board shall, at the request of the griever, meet within ten (10) working days of receipt of the reply, in writing, of the Director of Education to discuss the grievance. If the grievance is not settled within ten (10) working days, it may be referred to arbitration as provided for in Article 11.10 within ten (10) working days at the meeting in Step Two.

- 11.06 The Unit Executive may initiate a policy or group grievance relating to the interpretation, application, administration or alleged violation of this agreement beginning at Step Two of the grievance procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the grievance and shall be in the form prescribed in Step One. Any such grievance may be referred to arbitration as provided for in this Article.
- 11.07 If the stipulated time limits are not met by the party with whom the grievance is being lodged, the grievor shall have the right to appeal the grievance to the next level of the procedure.
- 11.08 A complaint or grievance arising from an allegation by the Board that the teachers or the Unit Executive have violated a provision of this agreement will be referred to the Unit Executive within ten (10) days of the alleged violation. The parties will attempt to resolve the grievance. Failing resolution, the grievance will be referred to arbitration as provided for in Article 11.10. Such reference will be made within thirty (30) days of the incident giving rise to the complaint.
- 11.09 In this Article, a working day shall be defined as a school day.

Arbitration

- 11.10 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any grievance procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within ten (10) working days of the reply under Step Two. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the Arbitration Board.
- 11.11 The two appointees so selected shall, within five (5) working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairman. If the recipient party fails to appoint an arbitrator, or if the appointees fail to agree upon a Chairman, within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

- 11.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.13 Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly share the expenses of the Chairman of the Arbitration Board, if any.
- 11.14 The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a Regulation thereunder or the provisions of the agreement, nor to alter, modify or amend any part of this agreement.
- 11.15 Any matter in regard to which either party may have a right to a Board of Reference shall not be subject to a grievance procedure nor shall it be arbitrable unless the party first waives in writing, any right to a Board of Reference.
- 11.16 No action of any kind will be taken against any teacher because of the teacher's participation in this grievance procedure.
- 11.17 Notwithstanding the procedure above, either party may request the Minister of Labour to refer a grievance matter to a single arbitrator in accordance with article 49 of the Ontario Labour Relations Act.
- 11.18 If *both* parties agree, one or more grievances may be referred to a single mediator-arbitrator subject to the provisions of section 50 of the Labour Relations Act.
- 11.19 By mutual consent, the parties may agree to extend the time limits at any one step.
- 11.20 In order to give effect to the denomination rights of Roman Catholics for their separate schools or school trustees under Section 93 of the Constitutional 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 the Ontario Court General Division for a decision.
- 11.21 Any complaint or grievance which is not commenced or carried through to the next stage of the grievance or arbitration procedure by the grievor within the time specified shall be deemed to have been abandoned and no further action can be taken with respect to such grievance. The time limit specified in this Article may be extended by mutual agreement in writing between the parties to this agreement.

ARTICLE XII

COPY OF AGREEMENT

- 12.01 Each teacher in the employ of the **Board** shall receive **a** copy of this agreement within forty-five (45) days of conclusion of negotiation. New employees shall **be** provided with a copy of the current collective agreement **no** later than the tenth teaching day after beginning employment.

ARTICLE XIII

CONFLICTS WITH FEDERAL OR PROVINCIAL LEGISLATION

- 13.01 If a conflict appears between a provision(s) of this agreement and a provision(s) of the Canadian Constitution or a Federal or Provincial Act or Regulation which is applicable in the circumstances, the provision(s) of the Constitution, Act or Regulation prevails.

ARTICLE XIV

LIAISON COMMITTEE

- 14.01 a) A Liaison Committee shall be established to deal with issues related to the workplace, for study, clarification, discussion and follow-up.
- b) The Committee shall consist of the Director of Education and/or designates, the President of the Association and other representatives appointed **by** the Association.
- c) The Committee shall meet once per term at the request of the Association or more often **by** agreement ~~of~~ the parties.

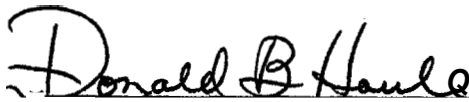
ARTICLE XV

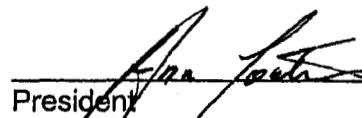
PRESIDENT'S LEAVE

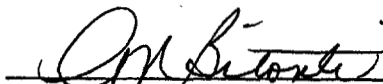
- 15.01 Upon written request of the Unit executive no later than May 15, the Board shall grant the requested part-time or full-time leave of absence from educational duties for the following school year to the President of the Nipissing Elementary Unit of OECTA. Such release shall be for the entire school year, without loss of position, salary, benefits or seniority to the President of the Unit.
- 15.02 a) The Board shall be responsible for the payment of all salary and benefits provided by this collective agreement to the individual. The Unit or Provincial Association shall reimburse the Board for the total cost of such salary and benefits at the percentage that the teacher's leave bears to full-time employment.
- b) Should the Unit or Provincial Association confirm in writing that the Unit President is entitled to an additional allowance, such allowance and any associated statutory employer contributions shall be processed through the Board's regular payroll procedures and fully reimbursed by the Unit or Provincial Association.
- 15.03 Seniority, experience and sick leave credits shall continue during the leave.
- 15.04 The Unit President will only be released to assume these responsibilities on September 1st of any given year. Notwithstanding, if the Unit President leaves the employ of the Board or is unable to fulfill his/her duties due to illness, another teacher shall be released to assume these responsibilities within thirty (30) days of the Unit's written request to the Board. This teacher's release shall be subject to the terms provided for the Unit President in this agreement.
- 15.05 Upon return to regular assignment, the former President will be assigned to an equivalent position, as prior to the leave, in a school in the same municipality as the teacher's school of origin, unless there is mutual agreement to the contrary.

IN WITNESS whereof the Board and the Unit have caused this **AGREEMENT** to be signed by their respective representatives therein **duly** authorized, as of this 21 day of September, 2005.

Signatures:


Chair
Nipissing-Parry **Sound** Catholic
District School Board


President
Nipissing Elementary Unit - OECTA


Director of Education and
Secretary of the Board


Chair - Collective Bargaining Committee
Nipissing Elementary Unit - OECTA

Letter of Understanding

BETWEEN:

NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter "the Board")

-and-

**NIPISSING ELEMENTARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NEU)**

(hereinafter "the Unit")

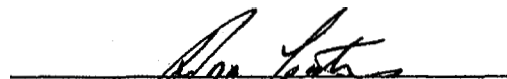
Re: Board Attendance Management Policy

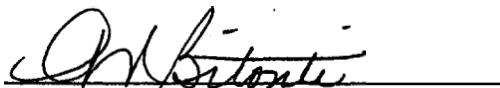
- a) Review of the Board Attendance Management Policy shall occur on an annual basis.
- b) The Local Unit shall submit in writing by April 30th of each year recommendations for consideration by the Board.
- c) For the 2002-2003 school year, the Unit shall submit by August 31st, 2003, its recommendations for consideration by the Board.

Dated at North Bay, this 21 day of Sept, 2005.




Chair
Nipissing-Parry Sound Catholic
District School Board



President
Nipissing Elementary Unit - OECTA

Director of Education and
Secretary of the Board



Chair
Nipissing Elementary Unit - OECTA

Letter of Understanding

BETWEEN:

NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter "the Board")

- and -

**NIPISSING ELEMENTARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NEU)**


(hereinafter "the Unit")

Re: Teacher Performance Appraisal

The parties agree to the following principles regarding the Performance Appraisal of teachers and the implementation of the Board Policy PT 11.1 - Performance Appraisal of Teachers, 2003.

1. Discipline or dismissals resulting from the Teacher Performance Appraisal shall be subject to just cause.
2. No member shall be involved in the appraisal of another member.
3. The Board agrees to notify the Unit President no later than September 30th annually, the names of the members to be formally evaluated in that school year.
4. The Unit will provide written notification, on an annual basis to the Director of Education of all members who have provided written authorization for disclosure to the Unit. Such notifications shall be provided no later than November 15th and as new hires are employed by the Board.
5. The Board agrees to notify the Unit within five days of the delivery of an unsatisfactory rating notice and plan for improvement.
6. The Board agrees to make available to each teacher, the responses to the annual parent survey.
7. Extra-curricular activities will not be evaluated within the scope of the Teacher Performance Appraisal.

Dated at North Bay, this 21 day of Sept, 2005.



Chair
Nipissing-Parry Sound Catholic DSB

Presid.
Nipissing Elementary Unit - OECTA



Director of Education and
Secretary of the Board



Chair
Nipissing Elementary Unit - OECTA

Letter of Understanding

BETWEEN:

NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter "the Board")

- and -

NIPISSING ELEMENTARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NEU)
(hereinafter "the Unit")

Re: Teacher Development Account

A one-time allowance based on the Board's teacher complement in 2004-2005 has been provided by the Ministry of Education, for teacher development. The Board agrees to pay to the Unit the total amount of the allowance attributed to the teachers in the Unit (\$74,394) by September 1, 2005.

These funds will be used by the Unit to reimburse up to \$512 to each eligible teacher employed by the Board in 2004-2005.

A teacher shall be eligible for reimbursement for expenses, properly documented and incurred for computers, software, peripherals, professional materials and courses relating to his or her employment.

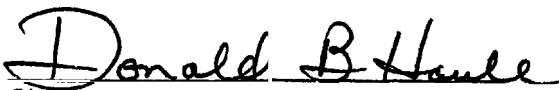
The Unit shall retain copies of all receipts submitted for reimbursement which shall be provided to the Board in the event that they are required for audit purposes. In distributing the funds, the Unit shall comply with all relevant legal requirements including all relevant Ministry of Education directions or guidelines pertaining to the funds.

The Unit agrees to provide the Board with a quarterly accounting and usage report until such time as the fund has been exhausted.


To the extent permitted by the relevant Ministry of Education directions or guidelines, any unclaimed amounts which could otherwise have been paid to individual teachers shall be retained by the Unit to be subsequently used for professional development.

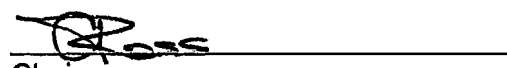
The Unit's obligations pursuant to this Letter of Understanding may be enforced under the provisions of the parties' collective agreement then in force. This Letter of Understanding shall remain in force until the fund has been exhausted.

Dated at North Bay, this 21 day of Sept, 2005.


Chair
Nipissing-Parry Sound Catholic DSB


President
Nipissing Elementary Unit - OECTA


Director of Education and
Secretary of the Board


Chair
Nipissing Elementary Unit - OECTA

Letter of Understanding

BETWEEN:

NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter "the Board")

- and -

**NIPISSING ELEMENTARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NEU)**

(hereinafter "the Unit")

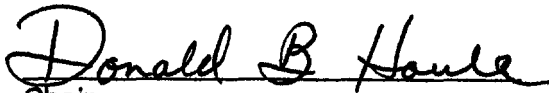
Re: Contingent Salary Adjustments

The Ontario government has indicated its intention to provide additional funding of up to a maximum of 0.5% above salary levels in each of September 1, 2006 and September 1, 2007 on the following conditions:

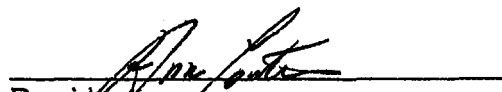
- If the province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5%, then the salary increase for **September 1, 2006** will be increased to match the rate of inflation up to a maximum of 0.5%;
- If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

In the event that such additional funding is granted, the Board shall increase the respective salary grid for the teachers in the Unit by the same percentage as the funding increases set out above on the effective dates.

Dated at North Bay, this 21 day of Sept, 2005.




Chair
Nipissing-Parry Sound Catholic
District School Board



President
Nipissing Elementary Unit - OECTA



Director of Education and
Secretary of the Board



Chair
Nipissing Elementary Unit - OECTA

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MEMORANDUM OF AGREEMENT

BETWEEN:

NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter "the Board")

- and -

**NIPISSING ELEMENTARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NEU)**

(hereinafter "the Unit")

1. The parties agree that the terms of **this** memorandum of agreement constitute a **full and final** settlement of a renewal collective agreement between them. The term of the renewal collective agreement shall be **from September 1, 2004 to August 31, 2008** with changes being effective from ratification forward, **unless** otherwise specifically provided below.
2. The parties agree that the renewal collective agreement **shall** be in the form of the predecessor collective agreement between *the* parties, subject to the changes or amendments outlined at Appendix A hereto.
3. **This** memorandum of agreement contains the entire agreement between the parties and **all** previous **proposals** are withdrawn,
4. The parties shall participate in *the following* committees and study groups:
 - An ad hoc Committee shall be formed to investigate alternatives to the current Retirement **Gratuity** Plan. The Committee **shall** be composed of **up to two** representatives of each party.
 - The **Unit** shall appoint **up to two** representatives to an ad hoc **Board-wide Study Group**. If *established* by the **Board**, the **Study Group shall** investigate alternatives which **may** be available to **minimize** cost and improve **services** of the **Board's** benefit **plans**. Any changes to the benefit plans agreed to by **both** parties in **that process shall** be subject to immediate **implementation**.
5. The Board and the **Unit** agree that supervisory duties ought not be unnecessarily assigned to teachers, **though the primary factor will** remain the **protection of** student safety. For the term of the renewal collective agreement, in **September** of each school year the **Principal shall** meet with the **Unit** representative for the school to review the **supervision** schedule. The Unit representative **may** refer unresolved issues to the Unit President, who **may** refer the issue to the **Liaison Committee**.

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6. The **parties shall** refer initiatives **pertaining** to the school day, including the "balanced school day" to the Liaison Committee for **ongoing study** and consultation.
7. The Board shall amend its **voluntary transfer form used in the staffing process by adding** the following paragraph: "Any request a teacher may have made for a voluntary **transfer** will not be **taken** into account when **the** Board is considering other reassignments."
8. **In order to undertake** its collective negotiations **in** a position approaching « salary parity » with **other** co-terminous school **boards**, the parties have agreed to amend article 5.01 of **their prior** collective **agreement** effective the end of the **day on August 31, 2004 by** adding **2.073%** to the salary **grid (bringing A4 max to \$76,000)**. This parity adjustment **shall be paid retroactively** to September 1, 2004, limited to teachers **who are employed by the Board as** at the date of **ratification** and those who have retired since September 1, 2004.
9. **This memorandum** of agreement **is** subject to ratification by the **bargaining unit and** by the Board and shall come into effect immediately **upon** ratification. **The parties shall make best efforts** to have this memorandum of agreement ratified by June 7, 2005.
10. Teachers with **an FTE of 0.5 or greater and** prorated for teachers with **an FTE less than 0.5 to the nearest half-day**, shall be entitled to **be released for the sole purpose of IEP and report card preparation:**
 - a) **one (1) half-day in the 2005-2006 school year; and**
 - b) **two (2) half-days in the 2006-2007 school year.**

The teacher's activities will be **planned** in conjunction with **the principal**. The teacher **must** advise **the school principal at least two (2) weeks in advance of scheduling** this release **time**. These professional activities **must** be conducted at school.

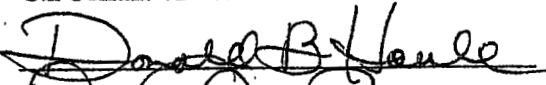
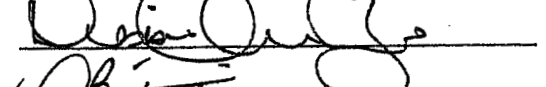
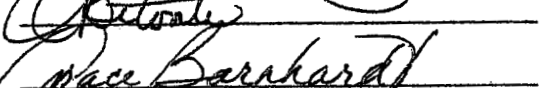

11. The signatories **undertake** to unanimously and **unconditionally** recommend its **ratification** to **their** respective principals. The signatories **further undertake** to **maintain** the terms of this **memorandum** of agreement in confidence until the **ratification** meeting.
12. **Notwithstanding the preceding paragraph**, the parties are free to **announce** that they have entered an agreement for the **renewal** of the Collective Agreement, the terms of **which shall remain confidential** until ratification, **and to report on the contents of this agreement and the renewal collective agreement as requested by the Minister of Education.**
13. Amendments to **article 5.01 (salary grid)** shall be paid retroactively to **their effective date**, limited to teachers **who are employed by the Board at the date of ratification and those who have retired since September 1, 2004.**

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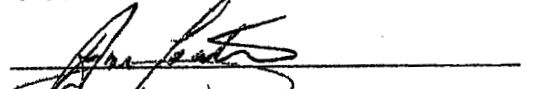
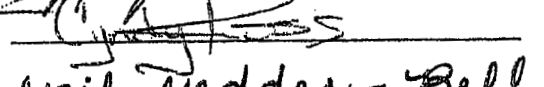
14. Contingent upon ratification, the Board will make its best efforts to pay retroactivity by June 30, 2005.
15. The parties agree that the compensation under the renewal Collective Agreement contemplated by this memorandum of agreement meet the requirements of the Pay Equity Act.
16. The letters of understanding between the parties regarding Teacher Performance Appraisal and the Board Attendance Management Policy shall be renewed for the term of the renewal collective agreement. All other existing letters of understanding shall expire upon ratification of this memorandum of agreement. Conditional on ratification, the parties shall enter letters of understanding in the forms prescribed at Appendices B & C.

This memorandum of agreement was signed at North Bay, this 31st day of May, 2005.

On behalf of the Board

On behalf of the Unit



 Nail Meddes - Bell
 Marie Ritchie
