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ONTARIO ENGLISH
**Catholic
Teachers**
ASSOCIATION

COLLECTIVE AGREEMENT

between

The Nipissing-Parry Sound Catholic District School Board

and

**Nipissing Elementary Unit
of the**

Ontario English Catholic Teachers' Association (NEU)

September 1, 2008 - August 31, 2012

11905(05)

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PREAMBLE

- WHEREAS The Nipissing-Parry Sound Catholic District School Board and the Nipissing Elementary OECTA Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education;
- 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, child, parent, sibling, step-parent, step-sibling, step-child, 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.

k) NEW TEACHER

means a new teacher as defined by the Education Act.

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, 2008 and shall remain in effect until August 31, 2012 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 Education 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 length of the instructional program of each school day shall not exceed 300 minutes unless mandated by the Ministry of Education. Teachers' planning and preparation time are scheduled to occur within the instructional program.

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 school day and shall be free from supervisory, teaching or other duties.
- 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. For clarity, a teacher who is deemed to be a regular teacher as a result of a long term occasional assignment which lasts an entire school year shall be on probation for the following year.
- b) The probationary period is deemed to include any statutory holiday that may fall within the 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 _____ §

- 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. Notwithstanding 3.10 and 3.11 above, the Board will give due consideration towards increasing a part-time teacher's assignment and may do so at any time without posting; however when positions are posted, 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 shall 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 t

- 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.

Communication **Proto**

- 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 assault upon a teacher, which occurs during the performance of a teacher's duties or school activities, shall be promptly reported to the principal.
- b) In the case of a physical assault, 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, the principal shall call the police to investigate.
- c) 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.
- d) 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 willfully 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 a) Effective September 2009, two (2) Professional Activity Days will be designated for the purpose of assessment, evaluation and reporting on student learning. The first day will be designated in the calendar to coincide with the first reporting period and shall be used in accordance with past practice. The other day will be designated prior to the second reporting period.
- b) 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 teachers in consultation with the Elementary Staffing Advisory Committee.
- 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, 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.
- Effective September 1, 2009 every full-time teacher shall be assigned at least two hundred and ten (210) 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, 2010 every full-time teacher shall be assigned at least two hundred and twenty (220) 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, 2011 every full-time teacher shall be assigned at least two hundred and thirty (230) minutes per week for the purposes of preparation, planning and evaluation. This time shall be free from classroom instruction and supervisory duties.
- Effective August 31, 2012 every full-time teacher shall be assigned at least two hundred and forty (240) 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) Notwithstanding other provisions in this collective agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level to enable full-time school based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Elementary Staffing Advisory Committee.
- f) Notwithstanding other provisions in this collective agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.

Supervision

- 3.36
- a) Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision.
 - b) The maxima of supervision per week for elementary teachers is as follows:
 - 100 minutes in 2008-2009;
 - 90 minutes in 2009-2010;
 - 80 minutes in 2010-2011;
 - 80 minutes in 2011-2012.
 - c) The supervision assigned to a part-time teacher shall be prorated based on the percentage of a full-time assignment.
 - d) The Principal shall provide the School Association representative with a draft supervision schedule by September 30 of each school year. Any concerns with respect to the scheduling or equitable distribution of supervision shall first be discussed with the Principal, it being understood that the primary focus is to maintain a safe school environment. If there is no agreement, the concern may be

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) A teacher who notifies the Director of Education in writing that an application has been submitted to the Qualifications Evaluation Council of Ontario (QECO) for an increase in category, is entitled to retroactive salary to the date of notification, provided that the teacher submits the QECO statement of evaluation certificate as proof of category change forthwith upon receipt of same. A copy of the application made to QECO shall accompany the notification to the Director of Education.
- b) Notwithstanding article 4.01 (a), a teacher who submits proof of a category change to the Director of Education shall be entitled to an adjustment in salary effective the next school day.

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) Instruction delivered in Ontario in a continuing education program as a teacher qualified to teach in Ontario, in a course of instruction bearing credit towards the Ontario Secondary School Diploma.
 - iii) For a regular teacher hired on or after September 1, 2008, casual occasional teaching experience with the Nipissing-Parry Sound Catholic District School Board.
 - d) Teachers shall be responsible for submitting all substantiating documentation.
 - e) 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, 2008

Years experience	Cat A0	Cat A1	Cat A2	Cat A3	Cat A4
0	37,814	41,972	44,591	47,991	49,431
1	39,761	44,132	46,823	50,812	52,527
2	41,708	46,296	49,056	53,629	55,623
3	43,654	48,456	51,289	56,452	58,719
4	45,601	50,618	53,520	59,272	61,815
5	47,545	52,781	55,753	62,094	64,911
6	49,493	54,944	57,985	64,913	68,009
7	51,436	57,106	60,217	67,734	71,103
8	53,384	59,266	62,450	70,554	74,202
9	55,327	61,427	64,680	73,372	77,297
10	57,274	63,590	66,915	76,196	80,394
11	59,221	65,752	69,148	79,015	83,488
12	61,167	67,912	71,379	81,835	86,584

b) Effective September 1, 2009

Years experience	Cat A0	Cat A1	Cat A2	Cat A3	Cat A4
0	38,949	43,231	45,928	49,430	50,914
1	40,954	45,456	48,227	52,336	54,103
2	42,959	47,685	50,528	55,238	57,292
3	44,964	49,910	52,828	58,146	60,480
4	46,969	52,136	55,126	61,051	63,669
5	48,971	54,364	57,426	63,956	66,858
6	50,977	56,592	59,725	66,860	70,049
7	52,979	58,819	62,024	69,766	73,236
8	54,985	61,044	64,324	72,671	76,428
9	56,987	63,269	66,621	75,573	79,616
10	58,992	65,498	68,922	78,481	82,806
11	60,998	67,724	71,222	81,385	85,993
12	63,002	69,950	73,520	84,290	89,182

c) Effective September 1, 2010

Years experience	Cat A0	Cat A1	Cat A2	Cat A3	Cat A4
0	40,117	44,528	47,306	50,913	52,442
1	42,183	46,820	49,674	53,906	55,726
2	44,248	49,115	52,043	56,895	59,011
3	46,313	51,407	54,412	59,890	62,294
4	48,378	53,701	56,779	62,882	65,579
5	50,440	55,995	59,149	65,875	68,864
6	52,507	58,290	61,517	68,866	72,151
7	54,569	60,583	63,885	71,859	75,433
8	56,635	62,875	66,254	74,851	78,721
9	58,697	65,168	68,619	77,841	82,004
10	60,762	67,463	70,990	80,836	85,290
11	62,827	69,756	73,359	83,827	88,573
12	64,892	72,048	75,726	86,819	91,857

d) Effective September 1, 2011

Years experience	Cat A0	Cat A1	Cat A2	Cat A3	Cat A4
0	41,321	45,864	48,725	52,441	54,015
1	43,448	48,224	51,165	55,524	57,398
2	45,575	50,589	53,605	58,602	60,781
3	47,702	52,950	56,045	61,687	64,163
4	49,830	55,312	58,483	64,769	67,546
5	51,953	57,675	60,923	67,851	70,930
6	54,082	60,039	63,362	70,932	74,315
7	56,206	62,401	65,801	74,015	77,696
8	58,334	64,762	68,241	77,096	81,083
9	60,458	67,123	70,678	80,176	84,465
10	62,585	69,487	73,119	83,261	87,849
11	64,712	71,849	75,560	86,341	91,230
12	66,838	74,210	77,997	89,423	94,613

5.02

Consultants and Coordinators

a)	Consultants:	Effective September 1, 2008	\$2,657.40
		Effective September 1, 2009	\$2,737.12
		Effective September 1, 2010	\$2,819.26
		Effective September , 2011	\$2,903.82
b)	Coordinators:	Effective September , 2008	\$5,315.83
		Effective September , 2009	\$5,475.30
		Effective September , 2010	\$5,639.56
		Effective September , 2011	\$5,808.75

5.03

Design and Technology, Family Studies and Music - Intermediate Division

Elementary Certificate Part I	Effective September 1, 2008	\$228.66
	Effective September 1, 2009	\$235.52
	Effective September 1, 2010	\$242.59
	Effective September 1, 2011	\$249.86
Elementary Certificate Part II	Effective September 1, 2008	\$458.35
	Effective September 1, 2009	\$472.10
	Effective September 1, 2010	\$486.26
	Effective September 1, 2011	\$500.85
Elementary Certificate Part III	Effective September 1, 2008	\$687.01
	Effective September 1, 2009	\$707.62
	Effective September 1, 2010	\$728.85
	Effective September 1, 2011	\$750.71

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

Teacher Designate

5.04

- a) The parties recognize that from time to time school principals may be absent temporarily from their duties. To accommodate these situations, a teacher designate may be appointed at the school.
- 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) A teacher designate shall be compensated as follows when teacher designate duties have been assigned:
 - i) More than one hour – Half-day honorarium
 - ii) More than three hours – Full-day honorarium

- d) The full-day honorarium shall be:

September 1, 2008: \$48.26
September 1, 2009: \$49.70
September 1, 2010: \$51.19
September 1, 2011: \$52.73

The half-day honorarium shall be half (1/2) the full-day honorarium.

- e) Such assignments shall not exceed five (5) consecutive school days except with the consent of the Unit.
- f) The teacher designate shall not participate in the performance evaluation or discipline of any employee of the Board.
- g) The teacher designate shall be provided with the emergency contact numbers of the Principal and supervisory officers.
- h) The teacher designate must be informed immediately when the principal is not in the school.
- i) Teacher designates shall receive at least one-half (1/2) day of in-service on a school day no later than October 15th.
- j) The Board may replace the teacher designate with an occasional teacher on the assigned days.
- k) 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.
- l) The principal may appoint a teacher designate substitute to assume the duties of the teacher designate on a daily basis when the teacher designate is absent. No teacher will be assigned these duties without the teacher's consent. The teacher designate substitute shall receive the honorarium as defined in this article when so assigned.

Acting Administrator

- 5.05 Where a principal or vice-principal is absent in excess of five (5) consecutive school days 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.
- 5.06 Any extension of this period shall only be with the mutual agreement of the Board and the Unit.

- 5.07 No teacher shall be assigned the duties of an administrator without his/her consent.
- 5.08 Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- 5.09 All other provisions of this collective agreement shall apply to the teacher during such period of temporary assignment.
- 5.10 Any teacher assigned such duties shall not participate in the evaluation of another teacher employed by the Board.
- 5.11 A teacher who accepts an Acting Administrator position for a temporary period as described above shall be replaced by an occasional teacher.
- 5.12 The acting administrator shall be compensated at a daily rate equivalent to Step 0 of the elementary principals' salary grid.

Travel Allowance

- 5.13
- 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

- 5.14 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

- 5.15 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.

- 5.16 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

- 5.17 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.
- 5.18 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.

Salary Information

- 5.19 A teacher shall have access to a summary of his/her basic salary, allowance for experience, allowance for responsibility and any other allowance the teacher is entitled to receive in accordance with this agreement.

ARTICLE VI

LEAVE§ AND BENEFIT§

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 at the request of the unit President, the Board shall supply at least once a year, the up-to-date master benefits policy and any reports received by the Board concerning the plans referred to in this article as they pertain to members of the bargaining unit related to premium costs and experience.
- 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 credit
 - 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: 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 \$1,000 per dependent up to 18 years old.	100%
Term Group Life Insurance	Basic coverage of \$60,000	100%
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.

c) Personal Leave Benefit:

Effective September 1, 2010 each teacher shall be entitled to one (1) personal leave day in every two (2) school years without loss of pay or deduction from sick leave. The personal leave day shall not be taken on a professional activity day or the school day immediately preceding or following a school holiday or break. Except in extraordinary circumstances, a request for a personal leave day shall be submitted to the Principal at least two (2) weeks in advance. The leave will not be approved if it will unduly interfere with the operation of the school. This leave is earned on the basis of one-half (1/2) day per year beginning in September 2010. Any unearned portion of a personal leave day already used will be deducted from the final pay of a teacher who leaves the Board's employment.

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.
 - j) Two (2) not necessarily consecutive days for paternity leave.

- 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) One (1) day upon approval of the Director of Education to enable the teacher to participate in an approved religious retreat or cursillo.
 - b) 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.
 - c) 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.
 - d) To attend the teacher's swearing in ceremonies for Canadian citizenship.
 - e) 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.
 - f) For medical referrals requiring travel out of the Board's district for employee, spouse, son, daughter, father or mother. Medical evidence shall be required.
 - g) 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 Gratuity 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 \$9,000.

- 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 \$200.00 per month shall be paid to all teachers on pregnancy and/or parental leaves.
- 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 for Professional Service

- 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 replacement cost 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 A teacher may request a leave of absence for a period of one (1) year or less, to coincide with the beginning and/or the end of the school year. The request shall be made in writing to the Director of Education at least two (2) months prior to the commencement of the requested leave. A teacher who accepts employment during school hours without the Board's approval during a leave of absence may be deemed, at the Board's discretion, to have resigned his or her employment with the Board.
- 6.35 On the expiration of the leave of absence, the teacher shall resume teaching duties without loss of accumulated sick leave credits. The teacher shall not accumulate grid experience during the leave, subject to article 4.04.
- 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 teacher 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.

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.

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.

- 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

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. Further, a teacher who is deemed to be a regular teacher as a result of a long-term occasional assignment that lasts an entire school year shall have no seniority status until the day after the conclusion of that school year, at which time he or she will be placed on the seniority list.
- 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 The Board shall maintain a seniority list, consisting of the names of teachers in the Nipissing Elementary Unit of OECTA in order of seniority. The list shall be available to the Unit. Any updates shall be made promptly following a request made on behalf of the Unit.

- 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.

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 A teacher may be transferred involuntarily for reasons directly related to the educational program(s) of one or more schools. Any teacher who is involuntarily transferred from the position held shall have the 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.

ft Into V.

- 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.

Redundancy/Recall

10.14

a) Step 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) Step 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 shall be so notified. Teachers are declared redundant in order of reverse seniority, subject to the remaining teachers being qualified to provide the instructional program. The notice shall state that the reason for termination of employment is 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) Step 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 in order of seniority, by accepting positions for which they are qualified and that have been declared vacant as a result of these transfers, increased enrolment, or as a result of resignations that may have occurred within the panel.

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 declines to be recalled to a position offered by the Board or fails to accept a position offered by the Board within three (3) days shall have no further recall rights. Subject to the terms of this Article, teachers placed on a recall list shall retain the rights of recall for positions that become available, provided that they are qualified for such 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 staff to these programs that hold the required qualifications according to the Education Act and Regulations. If an individual teacher qualifies for termination according to the above provisions but, because of the nature of the position, the teacher could not 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 supervisor. Such complaint shall be brought in writing to the attention of the appropriate principal or immediate supervisor within ten (10) working days of the date the teacher became aware, or ought reasonably to have become aware, of the facts giving rise to the grievance. The principal or immediate supervisor 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.
- 1 ■ 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.
- 1 ■ 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 griever 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.
- 12.02 The Board shall provide the Unit president with an electronic version of this agreement within forty-five (45) days of ratification.

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.

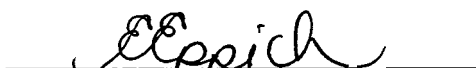
IN WITNESS whereof the Board and the Unit have caused this AGREEMENT to be
signed by their respective representatives therein duly authorized, as of this 8
day of April, 2009.

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")

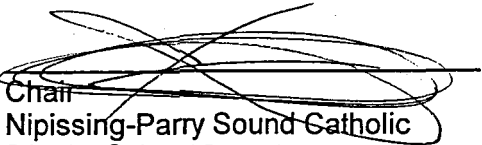
Re: Teacher Performance Appraisal


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.


1. No domains, competencies or look-fors in addition to those required in Performance Appraisal of Experienced Teachers Technical Requirements Manual (2007) and New Teacher Induction Program, Manual for Performance Appraisal (2006) shall be included in any Teacher Performance Appraisal.
2. Discipline or dismissals resulting from the Teacher Performance Appraisal shall be subject to just cause.
3. No member of the bargaining unit shall participate in the evaluation of another teacher employed by the Board.
4. The Board agrees to notify the Unit President no later than September 30th annually, the names of the members of the bargaining unit to be formally evaluated in that school year.
5. The Board agrees to notify the Unit President within five days of the delivery of any rating notice other than "satisfactory". The Unit President and the Association shall maintain absolute confidentiality with respect to this information.
6. Extra-curricular activities will not be considered to be within the scope of Teacher Performance Appraisal.

7. The Elements of the New Teacher Induction Program will be conducted in accordance with the Nipissing-Parry Sound Catholic District School Board Manual on the New Teacher Induction Program, as amended from time to time in consultation with the Unit.

Dated at North Bay, the 8 day of April, 2009


Chair
Nipissing-Parry Sound Catholic
District School Board


Director of Education and
Secretary of the Board


Chair
Nipissing Elementary Unit - OECTA


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: Planning and Preparation Time


The Elementary Staffing Advisory Committee shall meet no later than January 30, 2009 to discuss the implementation of the additional preparation and planning time introduced over the term of the 2008-2012 collective agreement, in support of the Board's implementation plan beginning September 1, 2009.

The ESAC will consider extending the twenty (20) consecutive instructional day limit provided under article 3.35 (e) of the collective agreement, in such a way as to facilitate the delivery of specialized instructional programs for students.

Dated at North Bay, the 8 day of April, 2009


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")

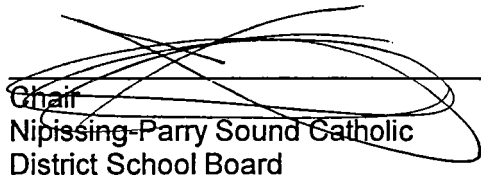
-and-


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

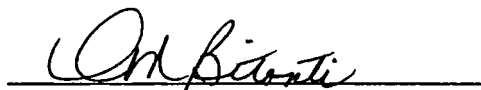
Re: Benefits

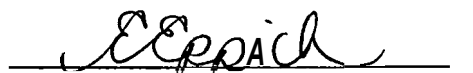
Upon written request, the Board shall provide the President of the Unit with disclosure with respect to group benefits. The nature of this disclosure will be similar, but not limited to the information provided by Boards in a public procurement process.

Dated at North Bay, the 8 day of April, 2009


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: PDT Staffing

The following issues arising out of the Provincial Discussion Table Agreement shall be referred to the Elementary Staffing Advisory Committee (article 14.03):

- a) The assignment of staff generated by the new allocation for class size reduction in Grades ~~4-8~~ in the Grants for Student Needs. The Board will hire the full complement of additional funded elementary teachers that result from the new allocation.

September 1, 2009: 0.18 teacher per 1,000 grade 4 to ~~8~~ pupils;
September 1, 2010: 0.37 teacher per 1,000 grade 4 to 8 pupils;
September 1, 2011: 0.57 teacher per 1,000 grade ~~4~~ to 8 pupils;
September 1, 2012: 0.96 teacher per 1,000 grade 4 to 8 pupils.


- b) The assignment of staff generated by the increase in elementary teacher preparation time. The Board will hire the full complement of additional funded elementary teachers that result from the new allocation.

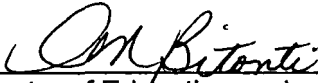
0.42 additional teachers per 1,000 elementary pupils in 2009-10;
0.86 additional teachers per 1,000 elementary pupils in 2010-11;
~~1.30~~ additional teachers per 1,000 elementary pupils in 2011-12;
1.74 additional teachers per 1,000 elementary pupils in 2012-13.

- c) The use of the funding enhancements aimed at promoting school safety through added supervision personnel.

Dated at North Bay, the 8 day of April, 2009


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: Grade 7/8 Literacy/Numeracy Coaches

In accordance with the terms of the Provincial Discussion Table (PDT) agreement, for the 2008-2012 collective agreement, the Nipissing-Parry Sound Catholic District School Board and the OECTA Nipissing Elementary Unit are committed to implementing "Grades 7 & 8 Student Success Teachers and Literacy & Numeracy Coaches". The Board shall hire the full complement of teachers (0.32 FTE per 1,000 students) who will be assigned to these roles. The Elementary Staffing Advisory Committee, prior to the staffing process for 2012-2013, will consider the assignment of staff generated by this new allocation.

Dated at North Bay, the 8 day of April, 2009


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: Catholic Professional Learning Communities (CPLC)


The parties note the government's intention to introduce an allocation in the GSN to enhance professional learning opportunities for teachers as follows:


- \$7.24 per elementary pupil in 2009-2010;
- \$15.21 per elementary pupil in 2010-2011;
- \$23.07 per elementary pupil in 2011-2012.


The Board will spend this entire allocation in order to provide release time for elementary teachers to participate in Divisional Meetings and/or CPLCs.

It is the Board's intention that all teachers shall benefit equitably from CPLC opportunities.

Dated at North Bay, the 8 day of April, 2009


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-PARRYSOUND CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter “the Board”)

-and -

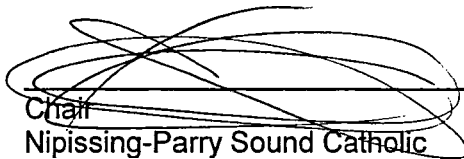
**NIPISSING ELEMENTARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION (NEU)**
(hereinafter “the Unit”)

Re: Joint Professional Development Committee


1. The Board shall establish a Joint Professional Development Committee (“JPDC”), chaired by the Director of Education (or designate).
2. The JPDC shall meet for the first time before the end of January 2009.
3. The Director of Education (or designate) shall appoint ~~two~~ additional representatives of the Board to the JPDC.
4. The Unit shall appoint one member of the bargaining unit to the JPDC.
5. NSU shall appoint one member of its bargaining unit to the JPDC.
6. NOTL shall appoint one member of its bargaining unit to the JPDC.
7. The JPDC shall develop its own terms of reference, which shall include, but are not limited to, the following:
 - a) to foster the continuous development of Catholic Professional Learning Communities in each of the schools of the Board and Board-wide:
 - b) to advise the Board with respect to professional activities for teachers, which are consistent with the learning goals identified in the Teachers’ Annual Learning Plans, are job-embedded, informed by research and done in partnership with colleagues;
 - c) to provide a forum for collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.

8. The JPDC may invite resource persons as it deems appropriate.
9. The JPDC may establish subcommittees to consider and report on particular issues.
10. The JPDC shall meet a minimum of three times in every school year.

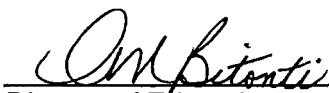
Dated at North Bay, the 8 day of April, 2009



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-

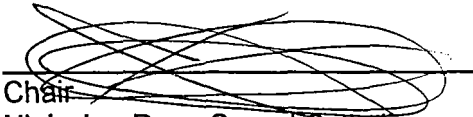
**NIPISSING ELEMENTARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NEU)**
(hereinafter "the Unit")

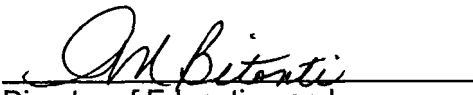
Re: Elementary Staffing Advisory Committee

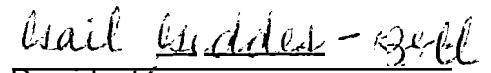
1. The Board shall establish an Elementary Staffing Advisory Committee (the "ESAC").
2. The ESAC shall meet for the first time before the end of January 2009.
3. The Board shall appoint three (3) representatives to the ESAC who shall not be members of the bargaining unit.
4. The Unit shall appoint three (3) members of the bargaining unit to the ESAC.
5. The functions of the ESAC shall include, but not be limited to the following:
 - a) to advise the Board with respect to school staffing priorities;
 - b) to consult with the Board about the tentative staffing model for the following school year;
 - c) to address staffing and workload issues;
 - d) to consider the implications of student success and other initiatives on teacher staffing.
6. The ESAC may invite resource persons as it deems appropriate.
7. The ESAC may establish subcommittees to consider and report on particular issues.

8. The Board shall provide appropriate data in support of the ESAC's deliberations.
9. The ESAC shall meet a minimum of three (3) times in every school year.

Dated at North Bay, the 8 day of April, 2009


Chair
Nipissing-Parry Sound Catholic
District School Board


Director of Education and
Secretary of the Board


President
Nipissing Elementary Unit - OECTA


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: Respect in the Workplace, Safe Schools


The parties, through the Liaison Committee, shall review Board policies with respect to Safe Schools and shall review the Board's draft policy dealing with Respect in the Workplace prior to its adoption. The first meeting shall take place no later than April 1, 2009 with subsequent meetings to be scheduled on mutually agreeable dates.

Upon conclusion of the review, the committee may make recommendations regarding amendments to Board policies with respect to Respect in the Workplace and Safe Schools.

Dated at North Bay, the 8 day of April, 2009


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-

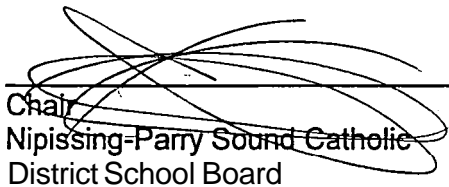
**NIPISSING ELEMENTARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NEU)**

(hereinafter "the Unit")


Re: Supervision

The introduction of the maxima of supervision minutes for elementary teachers pursuant to 3.36 (b) of the 2008-2012 collective agreement shall not increase collective agreement provisions or current practice during the 2007-2008 school year, where such provisions may be more favourable.


Dated at North Bay, the 8 day of April, 2009



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

2008 11 27

Ms. M. Trevelyan
Labour Relations and Governance Branch
Ministry of Education
900 Bay Street
20th Floor, Mowat Block
Toronto ON M7A 1L2

Dear Ms. Trevelyan

All the conditions contained in the PDT Agreement between OCSTA and OECTA, dated May 1, 2008 have been successfully negotiated into the Collective Agreement between the Nipissing-Parry Sound Catholic District School Board and the Nipissing Elementary Unit of the Ontario English Catholic Teachers' Association.

Sincerely



Anna Marie Bitonti
Director of Education

AMB/mn

c. David Church
Margot Blight

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