

# COLLECTIVE AGREEMENT

1998-1999  
1999-2000

B E T W E E N:

**Huron - Superior Catholic District School Board**

(hereinafter called the "Board")

- AND -

**The Ontario English Catholic  
Teachers' Association**

[hereinafter called the Branch Affiliate]

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## **Item 1.00 DEFINITIONS**

- (i) "Teacher" shall mean any employee of the Board who is
  - (a) a teacher as defined by section 1(1) of the *Education Act*; and
  - (b) who is employed as a teacher as defined by section 1(1) of the *Education Act*, in the secondary or elementary panel of the Board and excluding occasional teachers as defined by section 1(1.1) of the *Education Act*; and
  - (c) who is a teacher as defined by Part X.1 of the *Education Act*.
- (ii) Continuing Education Teacher means a Teacher who is a continuing education teacher as defined by the *Education Act*.
- (iii) Temporary Teacher means a person employed to teach under the authority of a letter of permission.
- (iv) Part-time Teacher means a Teacher who is employed during a school year on a regular basis for other than full time duty.
- (v) A Teacher shall be a Probationary Teacher for a period of
  - (a) two years where the Teacher has less than three years experience as a Teacher under the *Education Act*, excluding occasional or continuing education teaching; or
  - (b) one year where the Teacher has three or more years experience as a Teacher under the *Education Act*, excluding occasional or continuing education teaching.
  - (c) all Teachers, including probationary Teachers, shall have access to the just cause provisions of Item 17.
  - (d) for the purposes of this clause only, long term occasional teaching experience may be considered teaching experience to a maximum of one (1) year of experience
- (vi) The Board means the Huron - Superior Catholic District School Board.
- (vii) Director means the Director of Education as defined by the *Education Act*.
- (viii) Association means the Ontario English Catholic Teachers' Association.
- (ix) Negotiating Committee of the Teachers means the negotiating committee of the Association.
- (x) Trustees' Association means the Ontario Catholic School Trustees' Association.
- (xi) Reference in this Agreement to the *Education Act*, the *Labour Relations Act* and the *Employment Standards Act* shall in all instances be deemed to include "and amendments thereto".
- (xii) Parties to this Agreement means the Association and the Board.

## **Item 2.00 RECOGNITION**

- 2.01 The Board recognizes the Association as the sole and exclusive bargaining agent authorized to represent all Teachers employed by the Huron - Superior Catholic District School

Board.

2.02 (a) The Board recognizes the Negotiating Committee of the Association as the committee empowered to negotiate a collective agreement on behalf of all Teachers employed by the Board and the Association undertakes that the Negotiating Committee of the Association is so authorized.

(b) The Association recognizes the Negotiating Committee of the Board as the committee empowered to negotiate a collective agreement on behalf of the Board and the Board undertakes that the Negotiating Committee of the Board is so authorized.

2.03 There shall be no strike or lock-out during the term of this agreement.

### **Item 3.00 DEFINITION OF CATEGORIES**

3.01 (a) Q.E.C.O. Qualifications -

Level D ..... Category 1

Level C ..... Category 2

Level B ..... Category 3

Level A1 ..... Category 4

Level A2 ..... Category 5

Level A3 ..... Category 6

Level A4 ..... Category 7

(b) Teachers who are presently at Category D, C or B in accordance with the Q.E.C.O. Teachers' Qualifications Evaluation Program 3 shall be deemed to be at Category A achieved through the completion of Pay Equity on January 1, 1992. Category A will become part of the Teachers' Salary Grid and Categories D, C and B will remain categories but will be removed from the Teachers' Salary Grid. However, to advance to A1, A2, A3 and A4, Q.E.C.O. qualifications must be submitted, with the exception of those clauses contained in Item 3.03(a) and (b).

3.02 (a) Placement of Teachers as of September 1, 1985, shall be determined in accordance with the Q.E.C.O. Teachers' Qualifications Evaluation Program 3 (hereinafter called Program 3) as per the original document dated June, 1975. Teachers hired after September 1, 1998 shall be evaluated in accordance with QECO program 4.

(b) Effective September 1, 1998 Teachers presenting a Q.E.C.O. placement statement shall at the same time present to the Board a copy of all documentation sent to Q.E.C.O. to obtain the placement statement. Once the statement and the documentation is presented the necessary changes to a Teacher's placement on the grid will be made.

3.03 (a) The successful completion of each Catechetical Summer Course sponsored by the O.E.C.T.A. and the O.C.S.T.A. shall be considered as one point for advancement from one category to another.

(b) The successful completion of one or more Religious Education Courses taken at Algoma College during the summer or fall of 1973 shall be considered as one point for advancement from one category to another, (one point equals one course).

3.04 Nothing in the terms of this agreement shall permit the Board to reduce the category placement of any Teacher or staff covered by this agreement. However, the Board may

request a Teacher to have Q.E.C.O. re-evaluate the Teacher's qualifications when the Board has reasonable doubt as to the validity of the present evaluation. If the re-evaluation causes the Teacher to be given a different category placement, the new category placement shall be implemented retroactive to the commencement date of the current collective agreement.

#### **Item 4.00 EXPERIENCE**

4.01 (a) When Teachers are hired, they shall be credited only with qualified experience, whether they taught in Ontario, or elsewhere.

(b) It shall be the responsibility of the Teachers hired subsequent to September, 1985 to furnish, to the Board, signed statements from previous employers of all teaching experience outside the Board.

(c) Existing experience that had been recognized by the Board on or before June 30, 1998 shall be recognized as a Teachers' experience up to that date.

4.02 Experience shall be credited as of September 1st annually. No change in salary for experience shall be paid before the following September 1st.

(a) No Teacher shall be credited with one year of experience until eight months of teaching have been completed.

(b) (i) Credit shall be given to teachers for partial experience based on the following:

(ii) A teacher with five, six or seven months' experience shall receive five-tenths, six-tenths, or seven-tenths of an increment respectively.

4.03 The salary paid to a teacher shall be based on courses passed and qualifications thereby obtained.

(i) Where the courses required for improved qualifications are completed after January 1st and before September 1st and evidence of such improved qualifications is presented to the Board office by the following December 31st, the increased salary shall become effective September 1st. Payments made for such category changes received after September 1st shall be paid retroactive to that date.

(ii) Where the courses required for improved qualifications are completed after August 31st and before December 31st, the increased salary rate shall become effective January 1st, once evidence of such improved qualifications is presented. Evidence must be presented by April 30th.

(iii) It is the responsibility of the Teacher to notify the Board in writing with documented evidence to obtain category change. This should be done immediately upon receipt of such evidence.

#### **4.04 Dues Check-off**

The Board shall deduct from each Teacher's pay on a monthly basis the regular dues of the Ontario English Catholic Teachers' Association. The Association shall advise the Board in writing of the amount of the dues authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall transmit the total amounts so deducted through appropriate channels to the Ontario English

#### **4.05 Levy**

The Board shall deduct from each teacher a local levy as directed by the local Association. This levy shall be paid to the local Association unit.

### **Item 5.00 ALLOWANCES**

#### **5.01 Designated Teacher Allowance**

The Designated Teacher shall receive a daily allowance of \$20.00 for each day worked as a Designated Teacher pursuant to Item 11.03.

#### **5.02 Co-ordinators**

The annual allowance for Co-ordinators for the period September 1, 1998 to August 31, 2000 is \$5,622.00

#### **5.03 Consultants**

The annual allowance for Consultants for the period September 1, 1998 to August 31, 2000 is \$2811.00.

#### **5.04 Chairpersons of Organizational Units Allowance**

- (i) The allowance for the Chairperson of an Organizational Unit shall be \$3,552.00.
- (ii) Where there are co-chairpersons of an Organizational Unit, each co-chairperson shall receive an equal portion of the annual allowance or the release time equivalent.

#### **5.05 Related Experience**

Approved related experience for technical Teachers teaching in a secondary school will be recognized at the rate of \$500 for each full year of such experience to a maximum of \$4,500. Related experience shall be interpreted as experience which applies directly to the subject to be taught by the Teacher. The Teacher claiming related experience shall be required to furnish proof to the satisfaction of the Board. Related experience allowance shall not pierce the maximum grid salary.

#### **5.06 Transportation Allowance**

- (a) All Teachers who are required to travel from school to school or Board Office to school and back as part of their regular duties shall be paid a travel allowance.
- (b) A travel report shall be filed monthly with the Business Department of the Board.
- (c) These members shall be paid at the rate of \$0.34 per kilometre and this shall be reviewed annually under clause 23.01(c).

### **Item 6.00 INSURANCE PLANS**

6.01 The Board is not the insurer of benefits. All insured benefits shall be as described in the insurance company's brochures which shall be distributed to all Teachers. All benefits shall be subject to the rules, regulations, descriptions, and limitations as set out in the master contracts held by the Board, copies of which shall be provided to the branch affiliates upon the signing of the current collective agreement. In any dispute, such master contracts shall prove binding on all parties.

6.02 (a) The Board shall provide the Teacher with a Life Insurance benefit equal to two times the employee's gross basic annual earnings.

The benefits shall be rounded to the next higher \$1,000.00. The maximum basic Group Life Insurance benefit which shall be provided to any one Teacher shall not exceed \$100,000.00. The Board shall contribute 100% of the premium cost.

(b) The Teacher shall also be allowed to purchase at his/her own expense a Voluntary Group Life Insurance benefit equal to one times the Teacher's basic annual earnings.

The benefit shall also be rounded to the next higher \$1,000.00 and shall be limited to a maximum benefit of \$75,000.00 for any one Teacher.

(c) An Accidental Death and Dismemberment benefit in the same amount as described in 6.02(a) shall be provided for Teachers. Such benefit shall be subject to the same underwriting rules and regulations as stipulated in 6.01.

The benefit shall also be rounded to the next higher \$1,000.00 and shall be limited to a maximum benefit of \$75,000.00 for any one Teacher. The Board shall pay 100% of the premiums.

6.03 Teachers shall be provided with an extended health benefit plan and the Board shall contribute 100% of the premium cost.

The Extended Health Care plan shall include the following benefits:

(i) The difference between ward and private hospital room coverage.

(ii) Prescription drug benefit subject to a \$1.00 deductible per prescription.

(iii) Commencing September 1, 1998 optical expense benefits for the insured Teacher and the insured Teacher's dependents subject to a two-hundred (\$200.00) maximum benefit every two years.

Hearing aid benefit subject to a five hundred (\$500.00) maximum benefit every five (5) years.

(iv) A major medical benefit.

(v) The hospital benefit, optical, and hearing aid benefit, and the major medical benefit are not subject to any deductibles.

6.04 The Board shall pay, on behalf of the Teacher, 100% of the premium costs for a dental plan which reimburses payments for eligible dental services. Dental check-ups will be available every six months. Payments shall be in accordance with the Ontario Dental Association's published schedule of fees for the previous year as such may be amended

by the insurer throughout the life of this agreement. The master policy may not be amended without the consent of the Association. The plan will be no less than the current program in place for the Teachers of Sault Ste. Marie.

6.05 The Board shall provide for orthodontic care for the Teacher and the Teacher's eligible dependents under the aforesaid policy. Such orthodontic care shall entitle the teacher to a 60% reimbursement of total costs incurred by a Teacher and eligible dependents as defined by the insurer to a maximum of two thousand (\$2,000.00) dollars per person for the lifetime of each eligible Teacher or his or her dependent. Reimbursement to the Teacher hereunder shall be in accordance with the Ontario Dental Association's published schedule of fees for the previous year or such schedule as accepted by the insurer from time to time throughout the life of this agreement.

6.06 (a) Teachers covered by this agreement shall be provided with a Long Term Disability Benefit Plan providing 75% of monthly earnings after thirteen weeks of disability. The Board shall pay 100% of the required premiums. Superannuation deductions shall continue to be made from disability payments. Where a Teacher may be absent for thirteen weeks for the same continuing disability, the Teacher shall apply for LTD benefits. No illness or injury arising out of and in the course of employment, as defined in the *Workplace Safety and Insurance Act*, and which is covered, or was, at one time, covered by, WSIB benefits, shall be the subject of an LTD application.

Teachers who may be absent from duties for a period in excess of thirteen weeks are expected to take responsibility for the completion of forms related to the application to receive LTD benefits.

(b) Employees suffering from illness or disability for a long duration and whose accumulated sick leave have expired shall be paid 75% of their weekly earnings to the maximum payable under Employment Insurance per week until they become eligible for LTD benefits under this clause, or until the end of the 15<sup>th</sup> week of illness.

6.07 The Board has the authority to tender and to select the carriers with the understanding that the coverage shall not be less than those outlined above.

6.08 Notwithstanding any other provisions of this collective agreement, the Board shall not be required to pay any contribution toward premiums as provided by this Article on behalf of a Teacher who is absent from work due to illness or disability after he or she has been receiving LTD benefits for twenty-four(24) months.

Notwithstanding the above, the LTD plan will include as a benefit that the premium for life insurance be waived.

A Teacher for whom the Board is no longer required to contribute toward the premium for benefits as specified above, may continue to participate in said benefits, up to age sixty-five (65), subject to the terms and conditions of the respective carriers of such plans including continuing eligibility, and provided the Teacher pays to the Board the full cost of the premium or premiums by the 15<sup>th</sup> day of each month.

6.09 The Board shall provide full payment of premiums for benefits for part time Teachers who are working a minimum of a 'half-time' position or more.

6.10 The above benefit plans are subject to approval by both the Board and OECTA based on the recommendations of a working committee. It is understood that the above medical, dental and drug benefits will be based on the contract between the Board and Canada Life for the former Sault Ste. Marie R.C.S.S. Board jurisdiction, and shall not be less than the benefits provided for in that plan.

It is understood that the above items that represent additions of any kind to the Sault Ste. Marie plan have been added based on costing calculations based on that plan and that, when agreeing to the terms of the final plan that will cover Teachers for the Huron-Superior Board for duration of the 1998-2000 collective agreement, the working committee will be required to cost any potential additions of any kind to the plan against the costing calculations agreed to during negotiations.

## **Item 7.00 GRIEVANCES/ARBITRATION**

7.00 It is the mutual desire of the Association and the Board that grievances shall be adjusted as quickly as possible.

### **7.01 Definitions - Teacher Grievance**

A Teacher Grievance under this Agreement shall be defined as any difference or dispute between the Board or its officials and any Teacher of the Association, which relates to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable.

### **7.02 Definitions - Unit Executive Grievance**

A Unit Executive Grievance is defined as a difference or dispute of the Agreement which concerns a number or all of the teachers of the bargaining unit, relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable.

### **7.03 Definitions - Direct Grievances and Group Grievances**

Any grievances arising directly between the Board and the Association, or any grievance involving more than one teacher, instead of following the procedure herein set out, may be submitted in writing by registered mail or personal delivery within twenty (20) working days after either party becomes aware of the circumstances giving rise to complaint. The grievance committee shall agree to meet without delay in an attempt to settle the grievance. If this committee is unable to settle such grievance within ten (10) working days after its submission, then the group to whom the grievance was delivered shall reply in writing within five (5) working days.

### **7.04 Procedure**

The following procedure shall be adhered to in processing a grievance or grievances.

#### **Step One**

(a) The Teacher or grievance committee shall take the matter up with the Director of Education or designate, by submitting a concise written statement of the complaint(s)

and redress(es) sought, including the article numbers in question, within twenty (20) working days of the occurrence giving rise to the grievance, and shall request that a meeting be convened with the Director of Education or designate.

### **Step Two**

- (b) (i) The Director of Education or designate shall arrange and meet within five (5) working days of receipt of the letter of grievance. He/she shall give his/her decisions or answers to the grievance within five (5) working days after the meeting. His/her answer shall be in writing and a copy shall be sent to the Unit President(s).
- (ii) A Teacher may, if he or she wishes, be accompanied to the meeting with the Director of Education or designate, by a member of the Association.

### **Step Three**

- (c) If the grievance is not satisfactorily resolved at Step Two, the Association may, on behalf of the aggrieved Teacher, within five (5) working days after the reply at Step Two has been or should have been delivered, require a meeting of the Grievance Committee by delivering the grievance in writing to the Director of Education or designate, by registered mail or personal delivery.

### **Step Four**

- (d) (i) The “Grievance Committee” shall consist of two members of the Association appointed by the Association and two representatives appointed by the Board.
- (ii) The Grievance Committee shall convene within five (5) working days after receipt of the grievance by the Director of Education or designate, by prepaid, registered, or certified post, and the Committee shall seek to resolve the grievance within fifteen (15) working days of the first ‘step-four’ meeting.
- (iii) The aggrieved Teacher, or a designate, and a representative of the Board may make representations regarding the grievance.

#### **(iv) Grievance Mediation Option**

If the grievance committee is unable to resolve the grievance, the grievance mediation option may be pursued with mutual agreement of the Board and the Association.

- (e) If the Grievance Committee is unable to resolve the grievance, the Director of Education or designate, shall within five (5) working days after the said meeting, deliver to the appointees of the Association the written reply of the Board to the grievance.

## **7.05 Arbitration of Disputes**



- (a) If any grievance has not been satisfactorily settled pursuant to the foregoing provisions, either party may within five (5) working days, serve notice, in writing, submitting to arbitration according to the following provisions:
- (i) The notice submitting to arbitration shall contain the name of the appointee to the Arbitration Board of the party making the submission. The recipient of the notice shall within ten (10) working days of receipt of the submission(s), inform the other party in writing of the name of its appointee to the Arbitration Board.
  - (ii) After the second party has appointed its arbitrator, the two nominees to the Arbitration Board shall, within ten (10) working days appoint a third person who shall serve as the chairperson of this committee.
    - (iii) If the recipient of the notice fails to select an appointee, or if the two appointees fail to agree upon a chairperson within the time limit, then the appointment shall be made by the Minister of Labour upon request of either party. No person may be appointed to the Arbitration Board who has participated directly in an attempt to settle the grievance.
  - (iv) The Arbitration Board established as above, shall decide the grievance submitted to it, and any related question(s), including whether the matter is arbitrable, but this Board shall have no power to alter, modify, or amend this agreement nor make any decision inconsistent therewith.
  - (v) The Arbitration Board shall hear and decide the grievance, and shall issue its decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
  - (vi) Each party shall pay the cost of its own appointee to the Arbitration Board, and the parties shall equally share the cost of the chairperson.
    - (vii) The decision of the Arbitration Board shall be submitted, in writing, by registered mail, or personal delivery, to the two parties.
- (b) As an alternative to 7.05 above, both parties may, upon mutual agreement, choose a single arbitrator to settle the grievance.
- (i) The notice submitting to a single arbitrator shall contain the names of the three suggested appointees of the party making the submission. The recipient either agrees to one of the nominees or suggests three other appointees.
  - (ii) If the parties fail to select an appointee, then the appointment shall be made by the Minister of Labour on request of either party. No person may be appointed who has participated directly in an attempt to settle the grievance.
    - (iii) The Arbitrator established as above, shall decide the grievance, and any related question(s), including whether the matter is arbitrable, but

this Board shall have no power to alter, modify, or amend this agreement nor make any decision inconsistent therewith.

- (iv) The Arbitrator shall hear and decide the grievance, and shall issue a decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it.
- (v) The parties shall equally share the cost of the Arbitrator.
- (vi) The decision of the Arbitrator shall be submitted, in writing, by registered mail or personal delivery, to the two parties.

7.06 The term working days when used in this Article, shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined by the Ministry of Education under the *Education Act* with the exception of July and August.

7.07 Any time limits fixed by this Article may, at any time, be extended by mutual agreement of the representatives of the parties involved.

#### 7.08 Expedited Arbitration(O.L.R.A.)

- (a) Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the *Ontario Labour Relations Act*.
- (b) A written request may be made after the grievance procedure under the agreement has been exhausted or after thirty (30) days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever occurs first.
- (c) Despite article 7.08(b) above, where the grievance is due to discharge or other termination of employment a request may be made in writing after the grievance procedure has been exhausted or after fourteen (14) days have elapsed from the time which the grievance was first brought to the attention of the other party, whichever occurs first.
- (d) No such request in 7.08(b) or (c) above shall be made beyond the time stipulated for referring the grievance for arbitration.

#### 7.09 Mediation-Arbitration(O.L.R.A.)

Notwithstanding the above, as outlined in Section 50 of the *Ontario Labour Relations Act*, the parties may agree to refer one or more grievances to mediation- arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

#### 7.10 Adherence to Timelines

Failure by the Board to abide by the above timelines in a grievance that it has brought against OECTA or failure by OECTA to abide by the above timelines in a grievance that it has brought against the Board, shall render the grievance abandoned.

## **Item 8.00 LEAVES**

### **8.01 Attendance at Examinations and Graduation Exercises**

Upon notifying the Director of Education, Teachers may be excused from attendance at school without deduction from salary for the purpose of writing examinations, for the improvement of professional qualifications when such examinations are scheduled on a regular school day and to attend their own university graduating exercises.

### **8.02 Bereavement Leave**

- (a) (i) A Teacher shall be entitled to a leave of absence, without loss of pay or deduction from cumulative sick leave, to a maximum of five (5) working days for the purpose of attending a funeral of a member of his/her immediate family if the deceased member lived one hundred and sixty (160) kilometres or more from the Teachers' residence.
  - (ii) A Teacher shall be entitled to a leave of absence without loss of pay or deduction from cumulative sick leave to a maximum of five (5) consecutive calendar days, including Saturday, Sunday and any day designated as a holiday, for the purpose of attending a funeral of a member of his/her immediate family, if the deceased member lived within one hundred and sixty (160) kilometres of the Teachers' residence.
  - (iii) A Teacher shall be entitled to a leave of absence, without loss of pay or deduction from cumulative sick leave, to a maximum of five (5) working days for the purpose of attending a funeral of a member of his/her immediate family if the deceased member lived within one hundred and sixty (160) kilometres of the Teachers' residence, when the Teacher is responsible for funeral arrangements.
  - (iv) A Teacher shall be entitled to a leave of absence, without loss of pay or deduction from cumulative sick leave, for one (1) day for the purpose of attending the funeral of a relative. If the funeral falls on a Saturday, Sunday or a holiday when there is no school, the Teacher shall not be entitled to a one (1) day leave of absence.
  - (v) In such instances mentioned above, notice of such absence shall be made to the Director or designate either personally or through the Principal(s).
- (b) Immediate family is defined as parents, legal guardians, parents-in-law, husband, wife, children, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents and grandchildren.
  - (c) Relatives include aunts and uncles, nieces and nephews consanguine or by marriage.
  - (d) On the day of the funeral of a student, staff member, or staff spouse, the Director, in consultation with the Principal, shall endeavour to make arrangements for some of the staff members of the school involved to attend the funeral services, subject to the needs of the school.
  - (e) Any Teacher serving as a pallbearer shall be granted a leave of absence for one-half (½) day

without loss of pay at no additional cost to the Board and without loss of cumulative sick leave. The Teacher who is granted this leave must reimburse the Board for the cost of the supply teacher engaged during the leave.

### **8.03 Personal Leave**

Teachers teaching in the city of Sault Ste. Marie, may be granted a leave of absence for personal leave up to a total of three (3) days per year, under special circumstances, at the discretion of their immediate supervisor, with loss of pay.

Teachers working outside the city of Sault Ste. Marie may be granted a leave of absence for personal leave up to a maximum of 2 days per year, at the discretion of the Teacher's immediate supervisor, without loss of pay. These days may be taken consecutively or individually, but in all cases, consideration by the supervisor will include reference to the staffing needs, and availability of replacement Teachers, of that Teacher's school.

### **8.04 Compassionate Leave**

A Teacher may be granted a leave of absence for compassionate leave to a maximum of two (2) days per occasion at the discretion of the Director or designate without loss of pay or deduction from cumulative sick leave. In addition, up to an additional 2 days may be granted, at the Director or designate's discretion, where extensive travel time is required on the part of the Teacher.

If the Director or designate is not available, the Teacher shall notify his/her immediate supervisor of the reasons for his/her absence. Where the Teacher's immediate supervisor is not available, the Teacher, in these circumstances, must make all reasonable efforts to inform another Teacher or school official of his or her pending absence. Upon return the employee shall notify the Director or designate of the reasons for the absence and the Director or designate shall determine if compassionate leave is to be granted.

### **8.05 Cumulative Sick Leave Plan**

- (a) The Board shall be responsible for maintaining records listing the credits of Sick Leave, the accumulated credits, and any deductions which have been made.
- (b) An annual statement shall be given to each employee which shall indicate the number of accumulated days for which he/she is credited.
- (c) If any dispute should occur concerning the credits of any employee, it shall be subject to the Grievance Procedure.
- (d) (i) The sickness allowance shall be a maximum of twenty (20) days annually. Each employee shall be credited with twenty (20) sick leave days each year. Sick leave commences on the first teaching day in September, and ends on August 31st in each calendar year.
- (ii) A Teacher who is receiving L.T.D. benefits at the commencement of a school year will not be credited with sick leave credits during that year. However, in the event the Teacher returns during the school year for which he or she was absent and receiving L.T.D. at the beginning of the school year, he or she will be credited with twenty (20) sick days if he/she returns to work prior to February 1 and ten (10) sick days if he/she returns to work after February

1.

- (e) One-hundred per cent (100%) of the unused sickness allowance for the current year shall be placed to the credit of each employee, for each year, as accumulated sick leave allowance to a maximum of two hundred and forty (240) days.
- (f) (i) When an employee of a Board which has established a sick leave credit plan under the *Municipal Act*, or similar legislation, becomes an employee of this Board, he/she shall be entitled to have placed to his/her credit the sick leave credits which he/she had accumulated in the plan of the Board by which he/she was previously employed, to the maximum of the plan of the Huron - Superior Catholic District School Board.  
  
(ii) However, under normal circumstances, to receive credit for accumulated sick leave under this section, an employee must submit a statement of his/her previously accumulated sick leave not later than two months after he/she has commenced his/her duties with our Board.
- (g) No transfer into the sick leave credit plan of this Board shall be given for any portion of accumulated sick leave for which the employee received service gratuity, or any other allowance, from his/her previous employer.
- (h) Any Teacher covered by this agreement who is absent from duty on account of sickness, may be required to have his or her illness certified by a physician, or dentist.
- (i) Deductions shall be made from a Teacher's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to his/her credit in the sick leave plan.
- (j) All deductions shall be made from the current year's sick leave until the statutory sick leave is exhausted. After this time, deductions shall be made from the accumulated credits.

8.06 Part-time Teachers will be entitled to sick leave credits and accumulation pro-rated to the extent of their teaching duties. As an example, a `half-time (.5) Teacher would receive ten (10) sick leave day credits at the beginning of the year that would be deducted at one half (.5) days per absence. That Teacher would thus accumulate seven (7) days to be carried forward were they to use six (6) `sick days' over the year. A Teacher teaching .25 time would receive five (5) sick day credits at the beginning of the year and would carry forward three and a half (3.5) sick days if they were they to use six (6) `sick days' over the year.

#### **8.07 Leave of Absence**

- (a) With a written request, leave of absence for Teachers may be granted at the discretion of the Board, having regard for the number of Teachers who may be required at the termination of the Leave of Absence.
- (b) Any Leave of Absence granted shall not be for a longer duration than one teaching year.
- (c) If a Teacher is granted a Leave of Absence, he/she may maintain benefit coverage by paying the required premiums himself/herself subject to the Board notifying the insurer

and the eligibility for coverage as determined by the carrier.

- (d) Subject to the pupil and programming needs of the school(s) in question and the system as a whole, where a Teacher returns from a leave of absence, reasonable efforts will be made to allow the Teacher to return to a comparable position in the same community where he or she taught previously. In making these efforts, the Board will consider the transfer and redundancy clauses in Articles 12 and 15.

For the purposes of this clause, the following areas constitute a “community” : Massey and Espanola together; Elliot Lake; Blind River; the former Board of Sault Ste. Marie; the former Board jurisdiction of Chapleau; the former Board jurisdiction of Michipicoten.

- (e) Where a Teacher has been off for an extended leave due to medical reasons and has been medically certified to return to work, reasonable efforts will be made to allow the Teacher to return to a comparable position in the same community, as defined in (d) above, where he or she taught previously.

#### **8.08 Paternity Leave**

A Teacher shall be granted a leave of absence without deduction of salary to a maximum of two (2) days upon the birth/adoption of a child or children. This leave shall be taken:

- the day previous to the birth or adoption.
- or the day of the birth or adoption.
- or within five (5) working days of the birth or adoption.
- or within five (5) working days of the child's release from hospital following birth or adoption.

#### **8.09 Pregnancy/ Parental and Adoptive Leave**

- (a) (i) Teachers shall have access to Pregnancy/Parental Leave according to the *Employment Standards Act*.
- (ii) Pregnancy/Parental Leaves shall be extended for a period of up to one year at the request of the Teacher. In special circumstances, at the discretion of the Director or designate, pregnancy or parental leave may be extended by an additional year beyond the one year stipulated in this clause.
- (iii) Where possible, at the completion of the statutory Pregnancy/Parental Leave, a Teacher shall return to a comparable position in the same community in which the Teacher taught prior to the leave.

For the purposes of this clause, the following areas constitute a “community:” Massey and Espanola together; Elliot Lake; Blind River; the city of Sault Ste. Marie; the former Board jurisdiction of Chapleau; the former Board jurisdiction of Michipicoten.

- (b) A Teacher on pregnancy or parental leave shall be entitled to the accumulation of credit for Teaching experience as follows:
- (i) a maximum period of up to seventeen (17) weeks of pregnancy leave; and/or
  - (ii) a maximum period of up to eighteen (18) weeks of parental leave.

(c) The Board shall continue to pay the premiums for benefits for up to thirty-five (35) weeks in the case of pregnancy with parental leave and up to eighteen (18) weeks in the case of all other parental leaves. Teachers on parental leave shall also have the option of reimbursing the Board for the cost of maintaining his or her benefits beyond the leave granted in this clause to for a period of up to one year where an additional leave has been granted under Article 8.09 (a)(ii) or for a second additional year where such leave has been granted.

(d) **Supplementary Employment Benefit Plan**

The Board shall provide for Teachers on pregnancy leave a Supplementary Employment Benefit plan subject to approval by Human Resources Development Canada and subject to regulations established by the Commission. For each week of the two week mandatory waiting period which occurs during the school year, the plan will pay a sum equal to the Employment Insurance (EI) benefit that would be payable to the member each week . To be granted a SEB benefit members must make written application to the Board prior to the expiry of the period of EI benefit providing documentation from Human Resources Development Canada outlining the commencement date of the waiting period and the amount of EI benefit payable.

(e) **Adoption Leave**

Upon request, arrangements shall be made for a Teacher to be granted adoption leave to a maximum of eighteen (18) weeks, without pay, upon the adoption of a child or children. Upon request, this leave shall be extended for a period of up to one year at the request of the Teacher.

## 8.10 **Sabbatical Leave**

(a) **Purpose**

(i) This program is established for the purpose of recognizing Teachers who are giving significant professional service to the Board, and of offering them an opportunity for enrichment which, in turn, will benefit our school system.

(ii) Sabbatical leave may be granted for the following purposes:

- Educational Improvement or Development.
- Educational Study or Research.
- Enrichment or Leadership Training.

(b) **Number and Duration**

(i) Each school year one Sabbatical Leave may be granted to a Teacher who qualifies. The duration of such leave shall not exceed one school year.

(ii) More than one Teacher may receive a Sabbatical Leave in a given year provided that the total duration of the leave does not exceed one year.

(c) **Qualifications**

(i) To qualify for Sabbatical Leave, a Teacher must be teaching for seven (7) years and

employed at least five (5) years by the Huron-Superior Catholic District School Board or one of its four predecessor Boards.

- (ii) Teachers who may qualify for Sabbatical Leave shall be defined as persons employed full-time by the Board as a classroom Teacher, Consultant, Co-ordinator, specialized Teacher.

**(d) Granting of Sabbatical Leave**

- (i) Sabbatical Leave may be granted by the Board to persons referred to in 8.10(c)(i) on application to the Board through the Director of Education.
- (ii) With their applications, those Teachers requesting Sabbatical Leave shall include detailed information regarding their curriculum vitae and their plans for the Sabbatical Year.
- (iii) Applications shall be submitted to the Director of Education by November 1st prior to the school year of which Sabbatical Leave is requested.
- (iv) The Committee shall meet and make a recommendation of selection to the Board through the Director of Education prior to December 1st.
- (v) The final approval shall be the decision of the Board.

**(e) Composition of Sabbatical Leave Committee**

The Sabbatical Leave Committee shall consist of three (3) representatives appointed by the Branch Affiliates, the Chairperson or Vice-Chairperson of the Board and two (2) trustees. The Director of Education shall act as Chairperson and Secretary of this Committee.

**(f) Selection of Teacher for Sabbatical Leave**

- (i) Careful study of the applications shall be given by the Committee.
- (ii) In the final selection of the person who may be recommended for Sabbatical Leave, the Committee should give considerable weight to the nature of the proposed Sabbatical Leave projects, and of our system's need for this contribution.

**(g) Reporting Sabbatical Leaves**

A Teacher, on his/her return from Sabbatical Leave, shall submit a written report to the Board on the educational benefits of his/her leave.

**(h) Payment**

- (i) A Teacher on Sabbatical Leave shall receive 50% of his/her grid salary. He/she shall be granted the option to augment 50% of his/her salary by using sick leave credit to raise his/her total remuneration to a maximum of 100% of his/her basic grid salary.
- (ii) Superannuation deductions shall be continued as provided by the Teachers' Pension Plan



Board. Deductions shall be made on the actual salary drawn including sick leave credit.

- (iii) A Teacher granted Sabbatical Leave shall be eligible upon return to duty,
  - a) to assume the same position (i.e. consultant to consultant etc.) at the current rate in accordance with Item 5 & 20, or
  - b) to apply for a vertical promotion.
- (iv) Cumulative Sick Leave credit will not be granted for the period of Sabbatical Leave.
- (v) All other premiums for benefits shall be maintained by the Board for the Teacher concerned, subject to eligibility as determined by the carrier.
- (vi) One whole year of Sabbatical Leave shall be recognized as one year of experience.
- (vii) A Teacher taking Sabbatical Leave shall give a commitment in writing in a form approved by the Board, to continue to teach for the Board for the three (3) full school years immediately upon returning from the Sabbatical Leave. Should the Teacher resign at an earlier date, the total salary including Cumulative Sick Leave credit paid by the Board shall be repaid on a pro rata basis over a period of time not to exceed three (3) years.

#### **8.11 Teacher Self-Funded Deferred Salary Leave Plan**

##### **(a) Description**

The Teachers' Deferred Salary Leave Plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence with pay. This can be achieved by spreading on 1 years' salary over 2 years, or 2 years' salary over 3 years, or 3 years' salary over 4 years, or 4 years' salary over 5 years', etc.

eg.  $\frac{\text{year}}{\text{year} + 1}$

The terms of the agreement shall be jointly determined by the Teacher and the Board.

##### **(b) Eligibility**

Any Teacher having three (3) years seniority with this Board and holding a permanent contract with this Board may apply to participate in the Plan.

##### **(c) Application**

- (i) A Teacher must make written application to the Director of Education or designate on or before February 1st, requesting permission to participate in the Plan.
- (ii) Acceptance or rejection of a Teacher's application shall be at the discretion of the Board.
- (iii) Written acceptance, or rejection of the Teacher's application with explanation, shall be

forwarded to the Teacher by May 25th in the school year the request is made.

- (iv) In the approval of applications priority shall be given to the staffing and program needs of the school system. If applications permit, the Board shall accept a maximum of ten (10) Teachers per year into the Plan. Leaves shall be granted on the basis of seniority. In the event of a tie based on seniority, lots shall be drawn.

**(d) Deferral of the Leave**

- (i) If a qualified and acceptable replacement cannot be found for a Teacher who has been granted a leave, the Board may defer the leave for one (1) year.
- (ii) In such a case the Board shall give the participating Teacher written notice of deferment at the earliest possible date known to them or at least by the 5th working day of May of the year in which the leave was to commence.
- (iii) In such a case the participating Teacher may choose to withdraw from the Plan or remain in the Plan by giving the Director of Education written notice of intent within ten (10) days of notification of deferral of leave.
- (iv) Where the Teacher chooses to remain in the Plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain in the Plan or the Teacher shall be deemed to have withdrawn from the Plan.

**(e) Withdrawal from the Plan**

If a Teacher wishes to withdraw from the Plan, written notice of withdrawal shall be given to the Director of Education. Payment of any monies and accumulated interest shall be paid, subject to statutory deductions, within ten (10) working days of the receipt of the letter of withdrawal.

**(f) Implementation of the Plan**

The financial arrangements for funding the year of leave shall be as follows:

- (i) Each Teacher in the Plan shall sign an agreement with the Board. The agreement shall specify the terms and conditions agreed to by the Teacher and the Board. Copies of this agreement shall be provided to the Teacher, Board and the Association.
- (ii) The Board shall deduct from each pay an amount according to the schedule below:

Plan Deduction

- 1 /2 50% of the Teacher's gross salary for that pay period
- 2 /3 33.33% of the Teacher's gross salary for that pay period
- 3/4 25 % of the Teacher's gross salary for that pay period
- 4/5 20% of the Teacher's gross salary for that pay period
- 5/6 16.67% of the Teacher's gross salary for that pay period
- 6/7 14.29% of the Teacher's gross salary for that pay period

pay period

- (iii) The sums deducted in accordance with (ii) above shall be placed in an individual savings account at a bank of the Board's choice. Such accounts shall be in the Board's name and held in trust for the individual Teacher.
- (iv) During the final year of the plan, the Teacher shall be granted a leave of absence. While on leave, the Teacher shall be paid the monies accumulated as of the commencement date of the leave in the account described in (iii) above in accordance with the agreed upon payment formula. All additional sums generated by the said account shall be paid on the last payment date.
- (v) There shall be no administration fee for implementation of the plan.
- (vi) Subject to the terms of the group insurance policies in effect and the eligibility for coverage for the year of leave, the Board agrees to pay the premiums for the Teacher's benefit plan in accordance with the Collective Agreement, but benefits tied directly to salary shall be based on the reduced salary actually received. For the year of leave the full cost of such Teacher's benefit plans is to be deducted from the participant's pay as provided above.
- (vii) Payroll deductions for income tax, CPP and EI shall be made according to ruling received from the appropriate authorities.
- (viii) The participating Teacher shall agree to hold the Board harmless against all claims or demands that may arise out of deductions or payments made in accordance with rulings received, such as Canada Pension Plan, Employment Insurance, Income Tax, Teachers' Pension Plan, etc.
- (ix) Subject to the pupil and programming needs of the school(s) in question and the system as a whole, where a Teacher returns from a leave, reasonable efforts will be made to allow the Teacher to return to the same community where he or she taught previously. In making these efforts, the Board will consider the transfer and redundancy clauses in Articles 12 and 15.  
  
For the purposes of this clause, the following areas constitute a "community:" Massey and Espanola together; Elliot Lake; Blind River; the city of Sault Ste. Marie; the former Board jurisdiction of Chapleau; the former Board jurisdiction of Michipicoten.
- (x) Sick leave credit, seniority and experience including experience for retirement gratuity shall not accumulate during the year spent on leave. Any sick leave accumulated prior to the leave shall be carried over to the year of the Teacher's return.
- (xi) Teachers who cease to be covered by the Collective Agreement while enrolled in the Plan shall be required to withdraw and shall be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned in the account described in (f)(iii). Repayments shall be made within sixty (60) days of the withdrawal from the Plan.
- (xii) Teacher Pension deductions are to be maintained in accordance with the *Teachers' Pension Act*, as amended from time to time. Teachers are solely

responsible for any other arrangements that may be made with the Teachers' Pension Plan Board.

(xiii) A Teacher may withdraw from the Plan at any time prior to February 28th of the calendar year in which the Self-Funded Deferred Leave is to commence. Upon withdrawal, any monies plus interest accumulated in the account described in (f)(iii), shall be repaid to the Teacher within sixty (60) days of notification of his/her desire to leave the Plan.

(xiv) Should a Teacher die while participating in the Plan, any monies plus interest accumulated in the savings account mentioned in (f)(iii), at the time of death, shall be paid to the Teacher's Estate.

**(g) Agreement Re: Teacher Self-Funded Deferred Salary Leave Plan**

This Teacher Self-Funded Deferred Salary Leave Plan is between the Huron Superior Catholic District School Board and \_\_\_\_\_

I have read the terms and conditions of the Huron-Superior Catholic District School Board Teacher Self-Funded Deferred Salary Leave Plan and hereby agree to enter the Plan under the following terms and conditions.

**1. Enrolment Date**

I wish to enrol in the Teacher Self-Funded Deferred Salary Leave Plan commencing

\_\_\_\_\_  
**2. Year of Leave**

I shall take my leave of absence from the Huron-Superior Catholic District School Board

from \_\_\_\_\_

to \_\_\_\_\_

**3. Financial Arrangements**

The financing of my participation in the Teacher Self-Funded Deferred Salary Leave Plan shall be according to the following schedule:

3.1 Commencing September 1, 19\_\_\_\_ I wish to defer \_\_\_ of each of my salary payments for the next \_\_\_\_ years. (ie. September 1, 19 \_\_\_\_ to June 30, 19 \_\_\_\_ inclusive).

3.2 Annually, the Huron-Superior Catholic District School Board shall provide me with a statement regarding the status of my account by the end of September.

3.3 In the year of the leave, the total monies accumulated as of August 31 of that year shall be paid, subject to statutory deductions, either in one lump sum in September or in two (2) payments, one in September and one in January with accumulated interest.

3.4 The final payment shall include all interest that has accrued.

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Teacher's Present School

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Teacher's Signature

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Present Assignment

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Director of Education

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Date

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Superintendent of Business

### **8.12 Court Appearance**

If a Teacher is charged with a criminal or any other offence while performing the functions of a Teacher or duties assigned by the Board, and such a Teacher is not found guilty of that offence, or if the charge is withdrawn, such a Teacher shall be entitled to payment of salary for the number of days that he/she was absent from work as a result of attendance at court in connection with such charge. It is understood that an employee will be entitled to salary only if he or she was employed for the relevant period.

### **8.13 Witness or Jury Duty Fees**

Any witness or jury duty fees are reimbursed to the Board without loss of salary if a Teacher is so summoned by the court.

### **8.14 Quarantine**

Teachers are entitled to salary despite absence from duty in any case where, because of exposure to communicable disease, the Teacher is quarantined or otherwise prevented by the order of medical health authorities from attending upon his or her duties. These days shall be deducted from sick leave credits.

## **Item 9.00 MANAGEMENT RIGHTS**

9.01 The Board reserves to itself, fully and exclusively all management rights and prerogatives conferred on it by statute, regulation or otherwise, save and except to the extent expressly modified, curtailed or limited by any provision of this Collective Agreement.

9.02 No alteration, variation or addition to the express terms of this agreement shall be made by any arbitrator or Board of Arbitration.

## **Item 10.00 WORKPLACE SAFETY & INSURANCE BOARD**

10.01 It is agreed that, when a member of the teaching staff is eligible for and receives approval

of payment from the Workplace Safety & Insurance Board, the days lost will not be deducted from his/her sick leave.

10.02 It is agreed that, when a Teacher is eligible for and receives approval of claim by the Workplace Safety & Insurance Board

- (a) The Workplace Safety & Insurance Board payment shall be remitted to the Board.
- (b) The Teacher shall receive full pay from the Board provided the Teacher remains in the employ of the Board.
- (c) There shall be no deduction of sick leave credits from the Teacher.

## **Item 11.00 WORKING CONDITIONS**

### **Elementary Teachers**

11.01 Each Teacher at the elementary level shall have, for every one-thousand five hundred (1500) minutes of instructional time, one hundred and fifty minutes (150) of said instructional time devoted to preparation and planning time.

In addition, Teachers at the elementary panel will be given an additional 3 days per year of release time, taken at the rate of 1 day per term (or its equivalent), devoted to preparation and planning time, subject to mutual agreement between the Board and the Teacher and the availability of an occasional Teacher.

It is understood that Teachers, such as FSL Teachers and resource Teachers, who have the equivalent amount of preparation and planning incorporated into their daily schedules, are not entitled to these release days.

### **Secondary Teachers**

11.02 Each Teacher at the secondary level shall instruct a minimum of twelve hundred and fifty minutes (1,250) for each five day period of instructional time. Such twelve hundred and fifty minutes (1,250) minutes of instructional time should be based on each credit course not exceeding one hundred and ten (110) hours of instructional time, with approximately an additional fifteen (15) hours of scheduled instruction time devoted to remediation, and/or enrichment.

All Teachers at the secondary level may be assigned to instruct up to six out of eight sections in each school year, on the basis of three (3) out of four (4) sections per semester where the school is on a semester system. Scheduled teaching time at the secondary level should not exceed seventy-five percent (75%) of the available scheduled teaching time per school year.

### **11.03 Designated Teachers**

- (a) Teacher in Charge
  - (i) The parties recognize that from time to time school administrators (Principals and Vice-Principals) may be absent temporarily from their duties. To accommodate these situations, a Teacher may be designated a "Teacher in

Charge” at a school. It is understood that this clause does not necessarily mean that the Teacher in Charge has been assigned these duties on every occasion that the Principal or Vice-Principal is away from the school, but only on those occasions where the duties have been specifically assigned.

(ii) A “Teacher in Charge” will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.

(iii) “Teacher in Charge” shall be compensated at the daily rate of \$20.00 for each full day, where the Teacher has been specifically assigned these duties. Where the Principal specifically assigns these duties for a partial day, this payment shall be pro-rated.

(iv) Such assignments shall not exceed five consecutive school days except with the approval of the Association. Such assignments shall not exceed thirty (30) school days in total per year per school.

(v) Any Teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.

(vi) No Teacher shall be assigned without his or her consent

(vii) After the second full consecutive day of fulfilling these duties, the Teacher in Charge will be given the same release time as is available for the Principal in question. Where more favourable release time is granted before two full consecutive days, this is done on a without prejudice basis.

(b) Acting Administrator

(i) The Board may assign to a Teacher some of the duties of an administrator (Principal or Vice-Principal) for a temporary period of time not to exceed 40 consecutive school days.

(ii) Any extension of this period shall only be with the approval of the Association, which will not be unreasonably withheld.

(iii) No Teacher shall be assigned the duties of an administrator without his or her consent.

(iv) Acceptance by the Teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this Collective Agreement.

(v) All other provisions of this Collective Agreement shall apply to the Teacher during such period of temporary assignment.

(vi) Any Teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.

(vii) The Board agrees to replace any Teacher who accepts an Acting Administrator position for a temporary period as described in parts (i) and (ii) above with an occasional Teacher. The actual release time for the Acting Administrator will be the same as the Principal being replaced.

(viii) An “Acting Administrator” shall be compensated at a daily rate of \$40.00 for each full day of fulfilling these duties.

#### **11.04 Personnel Files**

(a) A Teacher shall have access during normal business hours, but after school is dismissed or when school is not in session not including professional activity days to his/her personnel files at the Board Office upon written request to the Director or designate. A Teacher shall also have access to his/her in school performance appraisal file.

The Teacher may have a copy of the material contained in these files.

(b) The Director or designate shall be present when a Teacher reviews personnel files located at the Board Office. The Teacher may be accompanied by an individual of the Teacher's choice.

(c) Any disagreement regarding the accuracy of the information contained in the file may be subject to the grievance procedure.

(d) At the written request of a Teacher, copies from that Teacher's personnel file shall be sent by registered mail to such Teacher.

#### **11.05 Administration of Medication to Students**

A Teacher shall not undertake any medical/physical procedures for pupils on a regular or time-tabled basis, except those procedures dealing with the administration of medication as outlined in Board Policy. However, Teachers may, in the instance of medical emergencies, perform such procedures as are necessary to the safety and well being of the student.

#### **11.06 Lunch Break**

Each Teacher at the elementary level shall have the right to (forty) 40 consecutive minutes of free and uncommitted lunch break time.

Each Teacher at the secondary level shall have the right to (forty) 40 consecutive minutes of free and uncommitted lunch break time subject to agreement between the Principal and staff on alternative arrangements.

### **Item 12.00 TRANSFERS**

#### **12.01 Teacher-Initiated Transfer**

(a) Each Teacher who wishes to transfer to another school for the next school year shall

(i) Inform the Director or designate in writing by April 1st of any calendar year in question in which a transfer is sought that such Teacher wishes a transfer;

(ii) Indicate to what school(s) or area the Teacher wishes a transfer.



- (b) Upon receipt of such a request for transfer, the Director or designate shall endeavour to comply with the Teacher's request subject to pupil and program needs and the personnel complement in the affected school and the system as a whole.
- (c) Subject to pupil and programming needs, in the event of two (2) or more Teachers eligible for such transfer, the priority for such a transfer shall be in accordance with the seniority of the applicant.
- (d) The Director or designate shall inform all Teachers requesting a transfer of his or her decision by June 15th next ensuing after the receipt of the written request for such a transfer.
- (e) If a Teacher's request for a transfer is not granted, the Teacher shall have the option of remaining in his or her current placement, subject to the provisions of this Collective Agreement.

**12.02 Board-Initiated Transfers (Surplus)**

(a) Board-Initiated Transfers Due to Surplus

Any Board-initiated transfer in regions 1, 2 and 3 for the following school year which is due to a surplus of Teachers due to declining enrolment or financial circumstances, shall be declared by May 31st and shall be in order of seniority within any school where such a surplus occurs (according to an established list of seniority) and shall be in the following order

- (i) Voluntary Transfers;
- (ii) Leave of Absence;
- (iii) Move to a position occupied by a Teacher with the least Board seniority in that region as defined by 12.02(b), or move to an available opening within the Board.
- (iv) Move to an opening in the system or move to the position occupied by the Teacher with the least Board seniority in the system.

Notwithstanding the above, for the city of Sault Ste. Marie, all of the above considerations shall be subject to pupil and program needs.

- (b) Regions 1) Chapleau
  - 2) Michipicoten
  - 3) North Shore
  - 4) Sault Ste. Marie
    - (a) Elementary
    - (b) Secondary

**12.03 Board-Initiated Transfers**

Notwithstanding the above, the Board may initiate the transfer of a Teacher at any time during the school year. In such cases the transfer will take place within the same region. For the purposes of this clause, regions are defined in Article 12.02(b), except that the Board also has the discretion to transfer Teachers between the elementary and secondary panels within the city of Sault Ste. Marie.

## **12.04 Management Rights for Transfers during the School Year**

Notwithstanding the above clauses of Item 12 or any other articles or clauses of this Collective Agreement, the Board possesses management rights with regards to transfers during the school year. Where a Teacher is, or Teachers are, surplus to a school during the school year, the Board has discretion to transfer the Teacher or Teachers that it deems appropriate.

Where this is necessary, the Board will make reasonable efforts to execute such transfers in a manner that will allow such transferred Teachers to transfer within their community. For the purposes of this clause, 'community' is defined as : Massey-Espanola; Elliot Lake-Blind River; the former Board area of Michipicoten; the former Board area of Chapleau; the former Board area of Sault Ste. Marie.

Where, at some later date, an opening exists in a transferred Teacher's former school, municipality or community, the Board will, subject to pupil and programming needs, allow that Teacher the opportunity to return.

This right of transfer is not fettered by the concept of seniority nor by any clauses of this agreement that relate to seniority.

## **Item 13.00 SHARED POSITIONS**

### **13.01 Application**

- (a) Only full-time Teachers may apply for shared positions.
- (b) Two qualified Teachers wishing to share one position, on a half-time basis under this Article, shall both make a written request to the Board which shall include the grade level for sharing by April 1st of the year in which the position sharing would commence.
- (c) The Board may approve the request for position sharing. The Board shall notify the Teachers of its decision no later than the first Board meeting in June. Such position sharing arrangements shall be for a one year period but may be renewed upon request and approval by the Board. However, if in the opinion of the Board, complications arise during the year that are not conducive to the teaching-learning situation in the classroom, the Board may, at any time during the position sharing arrangement, terminate the arrangement and re-assign one or both Teachers.
- (d) The principal of the school in which the sharing is to occur shall be consulted by the supervisory officer prior to the Board reaching a decision.
- (e) While participating in position sharing under this clause, a Teacher shall retain his/her full-time contract status.
- (f) If Board approval is granted the Teachers and the Board shall sign a Letter of Agreement covering the Position Sharing Agreement.

### **13.02 Responsibilities**

- (a) Teachers sharing a position shall attend all staff meetings, Parent Council meetings P.T.A. meetings, professional development days, curriculum meetings and all other

scheduled school or school Board meetings or events as would be expected of a full-time staff member without additional compensation or benefits. These meetings and events may occur during times when the Teachers are not scheduled to be in class.

- (b) Teachers sharing a position shall share, equitably, all responsibilities, duties, and facilities as would a full-time staff member. Where a dispute arises between two Teachers sharing a position, the school principal shall resolve the dispute subject to the supervisory officers' approval. Such decisions are not subject to the grievance procedure (Item 7.00 Grievance Procedures).

### **13.03 Payment, Benefits and Experience**

- (a) Payment shall be based on teaching qualifications and experience and shall be pro-rated in accordance with time worked.
- (b) The Board shall pay the premiums for benefits, in accordance with the Collective Agreement, which, in the case of non salary-related benefits, shall be pro-rated in accordance with time worked. For non salary-related benefits (e.g. Extended Health Care and Dental) the Teacher(s) shall have the option of either not participating in these benefits, or paying the difference in cost by payroll deduction in order to retain full benefit coverage.
- (c) Cumulative Sick Leave credits, shall be pro-rated in accordance with time worked.
- (d) It shall be the responsibility of a Teacher in a shared position who desires to purchase a full year's credit in the Teachers' Pension Plan to complete and forward any required forms or documents to the Teachers' Pension Plan Board.

The Board shall confirm, in writing, to the Commission their approval of the Teacher's participation in position sharing.

- (e) Experience shall be accumulated on a pro-rated basis in accordance with time worked.
- (f) Seniority shall be accumulated on a full year basis for each year of position sharing by each participant.

### **13.04 Renewal**

Teachers wishing to continue position sharing for the next school year shall request in writing to the Board a renewal of the arrangement by April 1st of the present school year.

### **13.05 Termination**

At the termination of position sharing Teachers shall be assigned a position subject to Item 15.00 Redundancy, but no assurance shall be given them regarding grade or school.

### **13.06 LETTER OF AGREEMENT REGARDING SHARED POSITIONS**

I, \_\_\_\_\_

and I, \_\_\_\_\_  
request permission to share a position on a half-time basis as outlined in Item 13.00 Shared  
Positions of the Collective Agreement commencing the September \_\_\_\_\_ 19 \_\_\_\_\_  
and  
terminating June \_\_\_\_\_ 19 \_\_\_\_\_

Grade level shared: \_\_\_\_\_

School \_\_\_\_\_

Principal \_\_\_\_\_

#### **Item 14.00 SPECIAL CONDITIONS FOR SCHOOL CLOSURE**

14.01 (a) Whenever some schools are closed for any reasons deemed necessary by the Director or designate, Teachers shall be required to report for duty. If, at the discretion of the Director, the pupils of some schools are dismissed, the Teachers may also be dismissed at the discretion of the Principal without loss of pay, or sick leave benefits.

(b) When all or some of the schools are closed for any reason deemed necessary by the Director or designate, and this announcement is made during the regular teaching hours, Teachers shall not be required to remain at school after all the students have been dismissed and have left the school property.

(c) When all or some of the schools are closed for any reason deemed necessary by the Director, and this announcement is made prior to the beginning of classes, Teachers shall not be required to report for duty. Teachers' salaries shall not be affected and no sick leave benefits shall be deducted, except for those members of staff who were absent both on the day prior to the closing of the schools, and on the day immediately following the resumption of regular classes.

(d) When the schools are closed under the conditions indicated in (c), the Principal shall be required to report for duty to be responsible for the safety of pupils who were unaware of the fact that the school is closed.

#### **Item 15.00 SENIORITY/REDUNDANCY**

##### **15.01 Method of Determination of Seniority**

Seniority shall be the length of continuous service with this Board or the predecessor Boards since most recent date of hire.

(a) Where reduction of teaching staff is necessary because of redundancy, reductions shall be made on the following basis and in the following order

- (i) normal attrition;
- (ii) probationary Teachers;
- (iii) permanent Teachers in the following order:

- 1 continuous service with this Board or predecessor Boards since most recent date of hire;
  - 2 teaching experience with this Board or predecessor Boards;
  - 3 other teaching experience in Ontario recognized by this Board;
  - 4 any other teaching experience recognized by the Board;
  - 5 highest qualifications in accordance with Q.E.C.O. As defined in this agreement and in effect during the currency of this agreement;
- 6 lot.

(b) Where two or more Teachers have the same seniority under 15.01(a), the order of the lists shall be decided upon the basis of lot conducted jointly by the Board and the Association at the Board office. The draw by lot will occur only in the event a declaration of redundancy affects two or more Teachers who otherwise have equality of seniority.

(c) Any Teacher who is declared redundant in accordance with Item 15.01 above shall receive from the Board a letter mailed by May 1<sup>st</sup> stating that his or her employment with the Board has become redundant because of staff reduction and that such redundancy had nothing to do with the individual's professional competence as a Teacher.

#### **15.02 Special Programs and Subjects**

(a) The Board has the responsibility to ensure that designated special programs, special subjects, be maintained. To do this, the Board reserves the right to assign qualified staff to these positions.

(b) When a Teacher in a special designated program or a specific subject is deemed redundant the Board shall

(i) Fill the position in question from its existing qualified staff.

This not being possible

(ii) Retain the Teacher deemed redundant who possesses the required qualifications and declare the next most junior Teacher on the seniority list redundant.

(c) If the next most junior Teacher is unable to qualify himself/herself through a summer course and is declared redundant, he/she shall have the right to request a leave of absence of up to two (2) years to qualify himself/herself for the position in question. Upon successfully qualifying himself/herself, he/she shall be place on the seniority list becoming subject to Article 15.01. If, however, his/her seniority does not allow him/her to be placed in a position with the Board, he/she shall be declared redundant. It is understood that this opportunity to gain these qualifications does not extend the recall right or three (3) years stipulated below in Article 15.03(a).

(d) Failing to take or be successful in the options outlined in part (c), the Teacher referred to in (c)(i) shall be declared redundant effective the date he or she was initially declared redundant.

#### **15.03 Recall**

- (a) Teachers shall be placed on the recall list for three (3) years from the date that they declared redundant. If after three years they are not recalled to a permanent position, their names shall be removed from the recall list. It is understood that this three (3) period does not extend the two(2) period referred to in Article 15.02(c).
- (b) When deciding which Teachers to recall, the Board shall recall Teachers in reverse order of redundancy determination as per 15.01 above, subject to qualifications and ability.
- (c) Teachers who are declared redundant may opt out of their recall rights, for any position, in any of the three (3) years they remain on the recall list without prejudice to their right to be recalled to other positions.

#### **15.04 Seniority List**

- (a) The Board shall prepare a bargaining unit seniority list as outlined in Article 15.01(a)(iii) as at November 15<sup>th</sup> in each year. The seniority list is to be distributed to each school and department by December 1<sup>st</sup> of each year. The Board shall also provide the Association with a copy.
- (b) A Teacher will accrue seniority
  - (i) for the period during which the Teacher uses his or her sick leave credits; and
  - (ii) if an employee is receiving L.T.D. benefits such employee shall remain on the seniority list and accrue seniority accordingly. It shall be noted that said employee is on an inactive list.
- (c) Principals and vice-principals who return to the bargaining unit after April 1, 1998, shall be placed as per Regulation 90/98.

#### **Item 16.00 MEETING WITH OFFICIALS**

Upon the written request of a Teacher, any discussions between the administrative officials and the Teacher regarding transfers, job security, and/or appointments, shall be held after the regular teaching day. The Teacher shall have the right to have an association representative present.

#### **Item 17.00 JUST CAUSE**

In the case of demotions, and suspensions, written Just Cause shall be given by the administration officials to the Teacher. In the event of specific disciplinary action which warrants an adverse written record of the event to be included in the Teacher's file, a copy of this record, which shall outline Just Cause for the action, shall be given to the Teacher. In the event of transfers if the action of the transfer is a disciplinary action, written Just Cause shall also be given. Where a Teacher is discharged, written Just Cause shall be given by the administrative officials.

#### **Item 18.00 RELEASE TIME FOR PRESIDENT**

- (a) Release time shall be granted to the O.E.C.T.A. President(s) or in his/her prolonged absence the President's designate without prejudice, loss of position, responsibility, salary,

benefits, or seniority. The Unit President or designate shall be released on the following basis:

- (i) The President(s) of O.E.C.T.A. shall be released for up to 100% of teaching time or as requested. The respective President(s) shall notify the Board by June 15th of each year as to the amount of time required.
- (ii) If the President elect has a position of responsibility with the Board, he/she shall temporarily vacate his/her position of responsibility for the term of his/her Presidency.
- (iii) Salary and premiums for benefits are to be paid by the Board to the President and on behalf of the President with O.E.C.T.A. reimbursing the Board for 100% of the President's salary and premiums for benefits.
- (iv) Each full year of the Teacher's term as President shall be counted as a full year of experience.
- (v) Full sick leave shall be credited during this leave. Any unused sick leave accumulated prior to and during the period of the Presidency shall be available on the return to educational duties.
- (vi) Upon return to regular assignment, the Teacher shall be assigned to an equivalent position, as prior to the leave, in a school, unless there is a mutual agreement to the contrary.

#### **Item 19.00 CONTINUING EDUCATION**

19.01 All Continuing Education Teachers as defined in Item 1.00 (ii) and teaching credit courses shall be paid according to the following schedule:

Effective December 1, 1998 - \$32.25 per hour inclusive of 4% vacation pay.

19.02 Notwithstanding any other provision of this Collective Agreement including, without limiting the generality thereof, the Recognition clause, the only other provision of this agreement applicable to Continuing Education Teachers is the Grievance Procedure as it pertains to an alleged violation, misinterpretation or misapplication of Item 19.01 above.

#### **Item 20.00 GRID**

20.01 Effective **December** 1, 1998 to August 31, 2000

Category	*A	4(A1)	5(A2)	6(A3)	7(A4)
0	28,067	30,009	31,067	33,061	37,213
1	29,908	31,979	33,077	35,324	39,604
2	31,749	33,949	35,087	37,587	41,995
3	33,590	35,919	37,097	39,850	44,386
4	35,431	37,889	39,107	42,113	46,777
5	37,272	39,859	41,117	44,376	49,168
6	39,113	41,829	43,127	46,639	51,559
7	40,954	43,799	45,137	48,902	53,950
8	42,795	45,769	47,147	51,165	56,341

9 44,636 47,739 49,157 53,428 58,732  
10 46,477 49,709 51,167 55,691 61,123  
11 53,177 57,954 63,514

Increments: 1,841 1,970 2,010 2,263 2,391

The above grid represent a 2% increase based on the former Sault Ste. Marie Grid.  
Notwithstanding Item 22.00, this 2% increase is not effective until **December 1, 1998**.

For the purposes of the Collective Agreement for the period September 1, 1998 to August 31, 2000, Teachers from the former Boards of Chapleau District R.C. Separate School Board, Michipicoten District R.C. Separate School Board and North Shore District R.C. Separate School Board, whose placement on the above grid would result in that Teacher experiencing a reduction in salary, shall have their salary `red-circled` and shall be paid at the higher amount from their former school Board Grid until such time that the above Grid equals or surpasses the Teachers' salary from their former Board. At such time, the Teacher's salary will cease to be `red-circled` and the Teacher shall paid in accordance with the above Grid.

Any Teacher for whom this applies who was also receiving an allowance which is greater than that provided for in this Collective Agreement shall also have this allowance "red-circled".

Once a Teacher has been placed on the above grid, that Teacher shall remain on the above grid. When a Teacher voluntarily accepts a position in a different region, the salary shall be in accordance with the above grid. When a Teacher whose salary has been red-circled is transferred at the initiative of the Board, they shall continue to have their salary "red-circled".

\* Category A is the Pre-Degree Category established in accordance with the Pay Equity Legislation.

#### 20.02 **Bi-weekly Payment of Salary**

The Teacher's salary shall be paid in equal instalments over twelve months.

#### **Item 21.00 PRINTING OF AGREEMENT**

- 21.01 (a) The cost of the printing of the Collective Agreement in booklet form shall be on a cost sharing basis (50/50) between the Teachers and the Board.
- (b) The Board shall distribute a copy of the Collective Agreement to each Teacher in its employ.

#### **Item 22.00 TERMINATION OF AGREEMENT**

- 22.01 This agreement shall be effective from September 1, 1998 and shall remain in effect until August 31, 2000.

#### **Item 23.00 RENEWAL OF AGREEMENT**

- 23.01 (a) Written notice by either party that amendments are required shall be given before February 1st of the calendar year of the expiration date of this agreement, or any anniversary date of such expiration date.



- (b) If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiating an agreement within twenty (20) working days of the giving of such notice.
- (c) The parties may at any time upon their mutual agreement negotiate revisions to this agreement. Any such revisions mutually agreed upon shall become effective from such dates as shall be mutually agreed upon by the parties.

**Item 24.00 LIAISON COMMITTEE**

24.01 (a) Composition

There shall be a liaison committee composed of up to five (5) Board representatives and up to five (5) Association representatives, one from each region. The Board will appoint a secretary to the committee.

(b) Agenda

Where possible, the Association's representatives and the Board's representative will submit matters for discussion to the appointed secretary of the committee seven (7) days before any scheduled meeting of such committee.

(c) Meetings

Meetings shall be held as often as is considered necessary by the parties and upon the mutual consent of all parties.

(d) Findings of Committee

The findings of the committee shall be in the form of recommendations to the Board. The Board shall have no obligation to accept or implement these recommendations.

(e) Minutes of Committee

Minutes of the committee meeting shall be sent to the Association Executives, all Committee members, the Board and all Trustees.

(f) Policies Affecting Teachers

Any policies affecting Teachers shall be sent to the Association executives and all committee members at least fifteen (15) days prior to implementing such policies.

**Item 25.00 SIGNATURES**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

Teachers' Negotiating Committee:

Huron - Superior Catholic District

School Board's Negotiating Committee:


**MEMORANDUM**

The following clauses shall not be part of the Collective Agreement and are not arbitrable and shall survive the signing of the Collective Agreement.

1. Provided the issue of Retirement Gratuity is not the subject of collective bargaining for a school year, the Board agrees not to change its policy with respect to Retirement Gratuity for that school year without having given notice to bargain.
2. The Board shall provide an aide, when reasonably necessary, to assist in the procedures mentioned in item #1V of the Ministry Policy Memorandum No. 81 "Provision of Health Support Services in School Setting."

## **LETTER OF UNDERSTANDING**

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

This letter is does not form part of the Collective Agreement and is not grievable and not arbitrable.

The Huron-Superior Catholic District School Board and the Ontario English Catholic Teachers' Association, with a view to promoting harmonious relations, agree as follows:

Teachers teaching in the region formerly governed by the Michipicoten Roman Catholic Separate School Board only, who taught in that region for at least two full years prior to the school year commencing September 1, 1998, will have access to the course allowance provisions of Article 20 of their former Collective Agreement for the period commencing September 1, 1998 through to August 31, 1999, a duration of one year only. As of September 1, 1999, these course allowances will no longer be granted for any course taken.

Addendum # 2

## **LETTER OF UNDERSTANDING**

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

This letter does not form part of the Collective Agreement and is not grievable and not arbitrable.

The Huron-Superior Catholic District School Board and the Ontario English Catholic Teachers' Association, with a view to promoting harmonious relations, agree as follows:

Secondary schools in Sault Ste. Marie shall continue to be organized in the manner that they were organized as of September 1, 1998 for the duration of the 1998-1999 school year.

The parties agree to establish a liaison committee to study the issue of leadership in the school system and to provide recommendations upon which a secondary school organizational model could be based by May 31, 1999. The committee will be

comprised of an equal number of Board and OECTA representatives.

The Board of Trustees will consider the recommendations of the liaison committee regards to secondary school structure for the 1999-2000 school year, but will be under no obligation whatsoever to accept the recommendations of this committee.

# LETTER OF UNDERSTANDING

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

## **RE: RETIREMENT GRATUITY AND EARLY RETIREMENT INCENTIVE PLANS**

**This letter does not form part of the Collective Agreement and is not grievable and not arbitrable.**

The Huron-Superior Catholic District School Board shall respect the retirement gratuity plans and early retirement incentive plans of the four predecessor Boards (Sault Ste. Marie R.C. Separate School Board, Chapleau District R.C. Separate School Board, North Shore District R.C. Separate Board, Michipicoten District R.C. Separate School Board) that were in existence at the time of amalgamation and creation of the Huron-Superior Catholic District Board, January 1, 1998. Payment, upon retirement, under such plans will continue to be made only to those Teachers who were eligible for payment under those plans as of September 9th, 1998.

For greater clarity, no Teachers or any other employees covered by the Collective Agreement hired after September 9th, 1998 will be eligible for retirement gratuity payments or early retirement incentive payments of any kind.

Teachers hired on or before September 9th, 1998 are eligible for payment only in accordance with the terms and conditions and spirit of their respective plans or former Board policies.

This letter of agreement shall be interpreted to mean that employees of the former Boards who worked prior to September 10th, 1998 are not necessarily entitled to an early retirement incentive or retirement gratuity of any kind and that the Board will execute the terms and conditions of those plans as they have been executed prior to amalgamation.

All date of hire or year of hire restrictions and limitations, or any other restrictions and limitations, with respect to each and all of these plans will be strictly adhered to by the Board.

The parties agree that the Liaison committee will study the issue of retirement gratuities and service gratuities for those Teachers who are not entitled to a retirement gratuity or service gratuity as described above, with a view to making recommendations to the Board by December 31<sup>st</sup>, 1999. It is understood that the Board is under no obligation to accept these recommendations.

# **LETTER OF UNDERSTANDING**

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

This letter does not form part of the collective agreement and is not grievable and not arbitrable:

The Huron-Superior Catholic District School Board and the Ontario English Catholic Teachers' Association, with a view to promoting harmonious relations, agree as follows:

A full time Teacher who wishes to change to Part time status, or a Part time Teacher who wishes to change to full time status, shall inform the Board of his or her desires by April 1<sup>st</sup> of any school year.

The Board shall endeavour assist such changes in status by advertising the possible availability of such positions, where possible, within the system when they become known.

## **LETTER OF UNDERSTANDING**

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

This letter does not form part of the collective agreement and is not grievable and not arbitrable:

The Huron-Superior Catholic District School Board and the Ontario English Catholic Teachers' Association, with a view to promoting harmonious relations, agree as follows:

Regular full time Teachers teaching in the former Board areas of Michipicoten, Chapleau and North Shore as of November 25<sup>th</sup>, 1998 shall be paid a one time payment of five-hundred \$500.00 on or about December 1st, 1998. Regular part time teachers teaching in those areas shall have this payment pro-rated.

This payment is not repeated in the second year of the contract.

## **LETTER OF UNDERSTANDING**

BETWEEN:

THE HURON-SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

- and -

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

### **Re: Ontario Health Insurance Plan**

This will confirm agreement reached by the parties during negotiations for the renewal of the 1990- 92 Collective Agreement.

The Board agrees to reinstate the procedures of paying one hundred (100%) percent of the Ontario Health Insurance Plan premiums should the Ontario Government change the method of providing OHIP coverage from being provided by the employer through the Employer Health Tax to being paid by the employee. The OHIP will be reinstated in accordance with Item 6.01 of the 1988-90 Collective Agreement.