

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE OECTA ELEMENTARY  
TEACHERS' LOCAL**

**(SUDBURY UNIT)**

**FOR THE**

**SCHOOL YEAR 2003-2004**

**PREAMBLE**

WHEREAS it is the common goal of the Board and the Elementary Teachers' Local Bargaining Unit to provide the best possible Catholic education to the Catholic children of this community:

AND WHEREAS to achieve that common goal it is essential that the Board and the Elementary Teachers' Local Bargaining Unit maintain the harmonious relationship which exists between them; and that the Board reserve unto itself all management rights which shall be exercised in a manner consistent with this agreement and subject to the provisions of the Ontario Labour Relations Act and Regulations: the Employment Standards Act and Regulations: the Constitution Act, 1867 and in particular S.93 thereof; the Education Act, and Regulations of the Ministry of Education and Training and ; the acts and regulations of the Province of Ontario.

THEREFORE it is the desire of the Board and the Elementary Teachers' Local Bargaining Unit to set forth in this agreement the salaries, allowances, benefits and any term or condition of employment as mutually agreed upon.

**ARTICLE I - RECOGNITION**

- 1.01 Pursuant to the Education Act and the Regulations of the Ministry of Education and Training, the Sudbury Catholic District School Board (hereinafter called the Board) recognizes the Ontario English Catholic Teachers' Association (hereinafter called the Association) as the regular, sole and exclusive negotiating agent for all members of the Elementary Teachers' Local Bargaining Unit.
- 1.02 The terms of this agreement shall apply to all members of the Elementary Teachers' Local Bargaining Unit of OECTA.

**ARTICLE II - DURATION**

2.01 This Agreement shall be in effect on this 1<sup>st</sup> day of September 1, 2003 and continue in force until the 31<sup>st</sup> day of August 2004.

## **ARTICLE III - PLACEMENT**

### **3.01 Evaluation of Qualifications**

- (1) Effective September 1<sup>st</sup>, 2001, the placement of each Teacher shall be in accordance with the statements of evaluation issued by the Qualifications Evaluation Council of Ontario (QECO) based on Programme # 5.
- (2) Each statement shall be accompanied by the original QECO covering letter which describes the details of the rating. The original letter will be returned to the Teacher.

### **3.02 Implementation**

- (1) When a change in qualifications is made by the Ontario College of Teachers to a Teacher's Certificate of Qualifications or when a Teacher obtains a new QECO evaluation, the Teacher shall submit to the Board the original revised documents in accordance with clause 3.01 above as the case may be:
  - a) "A Teacher who qualifies for a salary adjustment prior to September 1st in any year, will be entitled to a salary adjustment effective September 1st if he/she submits the acknowledgement of receipt of his/her application to QECO on or prior to December 31st and the Board receives the Teacher's original Certificate of Qualifications and revised QECO evaluation on or prior to March 1st of the following calendar year."
  - b) "A Teacher who qualifies for a salary adjustment after September 1st but on or prior to December 31st, will be entitled to a salary adjustment effective January 1st if he/she submits the acknowledgement of receipt of his/her application to QECO prior to March 1st and the Board receives the Teacher's original Certificate of Qualifications and revised QECO evaluation on or prior to May 1st of the same calendar year."
  - c) No request for a salary adjustment will be accepted after the last day in February.
  - d) When a Teacher qualifies for a category improvement, the salary adjustment shall be detailed in a covering letter from the Board.
  - e) For the purpose of this clause, documents must be received by the Board or postmarked no later than the date specified in paragraphs (a) and (b) above.

### **3.03 Experience**

- (1) Experience shall mean, the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teacher's College or Faculty of Education while teaching on an occasional basis or on a continuous basis while employed as a Teacher with a school board constituted under the Education Act or an educational institution acceptable to the Board and shall be recognized in full to the nearest month as of September 1st of each year.

- (2) Experience shall accumulate during all leaves for which salary is maintained and for the statutory duration of pregnancy leave and/or parental leave as defined in the Employment Standards Act of Ontario; it will be suspended during all other leaves.
- (3)
  - a) A teacher with no previous experience will be considered to be on probation until that teacher has completed two (2) full years of employment with the Board.
  - b) A teacher with previous teaching experience will be considered to be on probation until the teacher has completed one (1) full year of employment with the Board.
  - c) Seniority will accumulate in accordance with the provisions of Article 4.01.

## **ARTICLE IV - SENIORITY LISTS**

### **4.01 Seniority Defined**

- (1) Starting September 1, 1998, seniority shall, for the purpose of this agreement in establishing priority among members of the Elementary Teachers' Local Bargaining Unit who are employed by the Board, mean continuous employment with the Board since the most recent date of employment as set out in the Seniority list April 15, 1998.
- 2) For the purpose of this article "continuous employment" shall include:
  - a) exchange teaching
  - b) loan to DND
  - c) Federation leaves
  - d) any and all leaves taken with the approval of the Board
  - e) leaves for lengthy illness
- (3) A Teacher teaching in the elementary panel shall have no seniority rights in the elementary panel where the Teacher is not a member of the Elementary Teachers' Local Bargaining Unit of OECTA. The position occupied by this person shall be posted at the appropriate time.

### **4.02 Seniority List Established**

- (1) Each member of the Elementary Teachers' Local Bargaining Unit employed by the Board shall be placed on a seniority list established for the Elementary Teachers' Local Bargaining Unit.
- (2) The Seniority List shall be established by the Board in consultation with the Elementary Teachers' Local Bargaining Unit.
- (3) The Seniority List shall be continuously updated with a copy thereof provided to the Elementary Teachers' Local Bargaining Unit October 31, January 31 and April 30.
- (4) Part-time Teachers shall not be pro-rated.

### **4.03 Criteria for the Establishment of the Seniority List**

- (1) Seniority shall be established within JK to Grade 8 as follows:
  - a) the seniority list shall consist of the names of Teachers in decreasing order of years of continuous employment.

- b) where Teachers have the same length of continuous employment with the Board from the effective date of employment, the order on the list shall be determined on the basis of total teaching experience with the Board or its predecessor boards; then,
- c) where Teachers have the same seniority under (1)(a) and (b), the order on the list shall be decided upon on the basis of total teaching experience in Ontario; then,
- d) where Teachers have the same seniority under (1)(a)(b) and (c), the order on the list shall be decided on the basis of total teaching experience in Canada; then,
- e) where Teachers have the same seniority under (1)(a)(b)(c) and (d) the order on the list shall be decided on the highest QECO rating; then,
- f) where Teachers have the same seniority under (1)(a)(b)(c)(d) and (e), the order on the list shall be decided by lot drawn in the presence of the President of the Local Bargaining Unit or designate.



**ARTICLE V - SALARY SCALES AND SCHEDULE OF ALLOWANCES**

The annual salary of each Teacher shall be determined according to the following salary scale and schedule of responsibility allowances.

In the case of a Teacher who is teaching less than full-time, the annual salary shall be prorated according to the percentage of teaching time.

**5.01 Salary Scale and Schedule of Responsibility Allowances**

See Schedule "A"

**5.02 Method of Payment of Salaries**

(1) Method of Payment of Salaries to Teachers Teaching a Full School Year

Payment of Teachers' annual salary will be divided into twenty-six (26) bi-weekly payments to be deposited every second Thursday.

The first pay of any school year will be on the first Thursday of September, and every second Thursday thereafter until the Teacher has received 100% of the annual salary.

Each of the first 25 pays will be equal to 3.84615385% of the annual salary and the 26<sup>th</sup> pay will be equal to 3.84615375% of the annual salary.

(2) Method of Payment of Salaries to Teachers not Teaching a Full School Year

"A Teacher will be entitled to be paid his/her salary in the proportion that the total number of school days for which he/she performs his/her duties in the school year bears to the total number of school days in the school year."

(Ref. Education Act, R.S.O. 1990, c.E.2 Section 260 (1) and amendments thereof)

**5.03 Schedule of Responsibility Allowances**

(1) Coordinators:

Effective September 1, 2003      \$5,000.00

(2) Special Education Teachers in special education classes and Speech Correctionist Teachers:

|                              |                     |
|------------------------------|---------------------|
| Effective September 1, 1995: | Step 0 - \$ 534.55  |
| Per Certificate:             | Step 1 - \$1,069.08 |
|                              | Step 2 - \$1,603.63 |
|                              | Step 3 - \$2,138.17 |

(3) Teacher In Charge:

|                              |                         |                 |
|------------------------------|-------------------------|-----------------|
| Effective September 1, 1995: | 1 to 6 Classrooms:      | \$40.90 Per Day |
|                              | 6.5 to 11.5 Classrooms: | \$67.77 Per Day |

- a) A Teacher in charge in schools without a Vice-Principal, who assumes the duties of the Principal during his/her absence for a period of ten (10) consecutive days or less shall be paid according to the above rate provided he/she substitutes for a minimum of one-half day.
- b) When a principal is unable to perform his/her duties due to illness, etc., for a period of time exceeding ten (10) consecutive teaching days, then commencing on the eleventh (11th) day the Board may appoint the Teacher in Charge, to assume the Principal's duties, and be remunerated starting on the eleventh (11th) day at step 0 of the appropriate Principal's salary grid prorated accordingly (i.e. salary divided by 194 days) until such time as the Principal resumes his/her duties.

(4) New Position:

Although the Board has the sole right to create or to designate a new position that requires a qualified Teacher who comes within the scope of this agreement, it is agreed that the salary and additional allowance for such a position shall be arrived at through negotiation with the Elementary Teachers' Local Bargaining Unit.

**5.04 Transportation Allowance**

- (1) Where the Board requests teachers to attend in-service meetings, the Board shall reimburse them at the greater of the rate of 37.0 cents per kilometre or as specified in Board Administrative Procedure and Guideline (APG) for each kilometre travelled from the starting school for the day to the location of the in-service meeting and back to the starting school of the day if necessary to return to the starting school.
- (2) Coordinators shall be reimbursed at the greater of the rate of 37.0 cents per kilometre or as specified in Board APG for kilometres travelled during the school day in carrying out their responsibilities.
- (3) When other teachers are required by the Board to travel during the school day, they shall be paid the greater of the rate of 37.0 cents per kilometre or as specified in Board APG for all kilometres travelled between the work location they start at in the morning and the work location at which they finish at the end of the school day.

**5.05 Supervision Allowance**

Teachers who accept to supervise pupils who have been transported to school prior to one half hour before classes begin and/or leave later than fifteen minutes after dismissal shall be remunerated at the hourly rate of \$60.00.

**5.06 Conference Allowance**

- (1) Where the Board requests teachers to attend special workshops, meetings or conferences outside the District of Sudbury as Board representatives, the Board shall reimburse the teacher's expenses upon receiving the appropriate receipts as required for:
  - a) registration fee
  - b) transportation costs as approved by the Director of Education or designate
  - c) accommodation costs up to \$175.00 per day upon submission of receipts
  - d) per diem of \$60.00 (receipts not required)
- (2) Where attendance at any one of the above functions is at the teacher's request, the Board may reimburse part or all of the expense at the discretion of the Director of Education or designate.

## **ARTICLE VI - BENEFITS**

In the case of part-time teachers, the Board's contribution for benefits under clauses 6.01 (Extended Health) and 6.02 (Dental Plan) will be prorated according to the percentage of teaching time as specified in the contract of employment.

The parties to this agreement acknowledge that the cost increase of premiums will be calculated as part of the overall costs to the Board for negotiation purposes.

The Board shall provide the Benefit Plans' Master Policies including costs by components within 15 days of being received by the Board. The Board will maintain the coverages in the Master Policies for the life of this agreement.

### **6.01 Extended Health Care Plan**

(Includes \$250.00 per two (2) years vision care plan, \$2.00 pay-direct drug plan, which excludes over-the-counter prescribed drugs and includes mandatory generic substitute with physician override, \$50,000.00 per year Private Duty Nursing, \$10,000.00 per three (3) years physiotherapy and semi-private plan.) The Board shall pay 100% of the premium for the above plans.

### **6.02 Dental Plan**

- (1) The Board shall pay 100% of the premium for a dental plan which limits examinations (check ups) to every twelve (12) months for adults and every six (6) months for dependent children.
- (2) This plan will reflect the current ODA schedule in effect.
- (3) This plan will include a 50% co-insurance orthodontal and major restorative plan to a maximum of \$2,000. lifetime for each element for all family members.

### **6.03 Group Term Life Insurance Plan**

- (1) The Board shall provide group term life insurance equal to two times the annual earnings taken to the next higher \$1,000. and spouse coverage of \$12,000. prorated to the percentage of teaching time. The Board shall pay 50% of the premium. Teachers will have the option to purchase additional coverage to three (3) times salary at the Board Premium rate and at the teacher's expense, subject to insurability by the carrier.
- (2) Participation in this insurance plan shall be mandatory for all Teachers covered by this agreement.

### **6.04 Long Term Disability Plan**

The Board shall administer a Long Term Disability Insurance Plan selected by the Bargaining Unit of OECTA only through the collection and transfer of premiums to the insurance company and the completion of the employer's statement on the disability claim form submitted by Teachers. Participation in this plan shall be mandatory.

## 6.05 Workplace Safety Insurance

A teacher on staff who is injured in the course of his/her duty and receiving indemnity from the Workplace Safety Insurance Board (W.S.I.B.) shall be provided the opportunity to elect:

- (1) to receive his/her indemnity directly from the W.S.I.B. without deduction from his/her accumulated sick leave credits and in such case, subject to Section 25 of the Workplace Safety Insurance Act, may participate in group benefits provided in this agreement by remitting directly to the Board the full premium thereof, or
- (2) to receive from the Board his/her regular gross salary, consisting of W.S.I.B. award (advances) plus a top-up amount; the Board shall then deduct from the employee's cumulative sick leave bank, for each day of absence, the proportion of time equivalent to the top-up (salary less W.S.I.B. award) paid by the Board.

When the Teacher's cumulative sick leave credits are entirely used up, the conditions of option (1) above shall apply.

## 6.06 Sick Leave Credit System

- (1) A sick leave credit system is hereby established, based on twenty (20) sick leave days per year, for every Teacher covered by this agreement, and the administration of the system shall be vested in the Director of Education or his/her designate. Effective September 1, 1998, sick leave credits shall be granted to a Teacher on the basis of two (2) days per month. In the case of a part-time Teacher the amount of sick leave credits allowed per month will be prorated to the percentage of the week worked.
- (2) The Director of Education or his/her designate shall administer the sick leave credit plan.
- (3) The Director of Education or designate shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deduction therefrom.
- (4) Calculations resulting in fractions of less than one-half day throughout this plan shall be adjusted upwards to the nearest half-day.
- (5) One hundred percent of the unused portion of his/her sick leave shall be transferred to the credit of each Teacher each year as his/her accumulated sick leave credit to a maximum of 232 days.
- (6) Deduction from the Accumulated Sick Leave Credit Reserve

The sick leave credit reserve or any part thereof may be used for sick leave for any one year in addition to the sick leave credit of twenty days. In calculating the amount by which the sick leave absence reduces the Teacher's sick leave, such absences shall be deducted from the annual sick leave credit first, then when that has been used up, the accumulated sick leave credit reserve shall be drawn upon.

- (7) Every Teacher will notify the Board's representative or agency as designated and his/her principal of his/her absence and the probable date of his/her return. The Principal will then forward to the Board Office the Absence Form as per Board guidelines. All claims for a period of more than three (3) consecutive days, whether that claim be for annual sick leave credit or for sick leave credit reserve, must be properly supported by a doctor's certificate to be in the hands of the Board within ten consecutive days following the commencement of sick leave or upon release from the hospital, if the Teacher is hospitalized. In all cases, a Teacher shall furnish whenever requested by the Board to do so, a doctor's certificate to support his/her claim and the Board shall have the right to have the Teacher examined by a doctor selected by the Board. Factors that the Board shall consider in selecting a doctor, shall include the Teacher's preference for the sex of the doctor, if expressed.
- (8) All payments to Teachers under the plan shall be computed on the basis of the rate of the regular salary such Teacher is, or would be receiving at the time the absence occurs.
- (9) A teacher with a pregnancy related illness may use Article 6.06(6). A teacher with pregnancy related illness following delivery may use Article 6.06 (6) for up to 30 working days, which will form part of the statutory pregnancy leave as defined in the Employment Standards Act.
- (10) When a teacher employed by a School Board that has established a sick leave credit plan is hired by the Board, the Board shall place to the credit of the teacher the sick leave credits standing to the credit of the teacher in the plan of the first mentioned Board subject to the limit of 232 days in the Board's plan, as required by Section 180 of the *Education Act*.

#### **6.07 Teachers on Pregnancy, Adoption or Parental Leave**

The Board shall maintain its share of the premiums for all benefits for teachers who are on Statutory Leave of Absence due to Pregnancy, Adoption or Parental Leave.

#### **6.08 Teachers on Leaves of Absence Without Salary**

Teachers on leaves of absence without salary (excluding Teachers in article 6.07) shall be permitted to remain with the various group plans as outlined in the contract but with the proviso that the Teacher will be responsible for 100% of the cost of the premiums.

#### **6.09 Retiree Benefits**

For current and future retired employees who have had 15 or more years of continuous service with the Board, the Board agrees to contribute 100% of the total premium cost for the following plans until such employees attain 65 years of age.

- (1) Comprehensive Extended Health Care which includes the semi-private plan and a prescription drug plan with annual deductible of \$25.00 single and \$50.00 family with eye glass subsidy of \$150.00 every two (2) years.

The provisions of this article apply only to a person who has applied and qualified for a Service Pension or Disability Pension from the Teacher Pension Plan Board.

- (2) Teachers retired from teaching with the Board may continue to have access to the group coverage plans under articles 6.01, 6.02, and 6.03 notwithstanding 6.09 (1) . The full amount of the provisions for such coverage will be paid by monthly automatic bank withdrawals authorized by (voided) cheque. It is understood that retired employees form a separate group with respect to administration, experience, and premium schedules.
- (3) The surviving spouse of a deceased teacher, including a retired teacher, shall be entitled to continue coverage under 6.01, 6.02 as the case may be, in the Board's group insurance plans for a period not exceeding the earliest of the date on which the teacher would have reached the age of 65 years, the date on which the surviving spouse reaches the age of 65 years or the date on which the surviving spouse remarries. It is understood that a surviving spouse who maintains coverage will form part of the retired teacher group with respect to plan administration, experience, and premium schedules. It is further understood that the surviving spouse will pay the full cost of premiums by monthly automatic withdrawals authorized by (voided) cheque.

#### 6.10 Annual Deposit

- (1) Any teacher covered under Article 1.02 of this Collective Agreement, may receive benefits either under this Article or under Article 6.11. (Sick Leave Credit Gratuity) Participation in either plan has no effect on the Sick Leave Credit System 6.06.
- (2)
  - a) A teacher may choose to receive benefits under this Article in lieu of Article 6.11 at any time however once the employee opts for the Annual Deposit Plan, the choice is final and may not be reversed.
  - b) Each year employees not on the plan shall be sent an election form by October 31 in order to apply by December 31 to opt for the Annual Deposit Plan. To assist teachers in making their selection, a personalized data sheet comparing the plans shall be included by the Board.
- (3)
  - a) The Board shall contribute a lump sum calculated as the number of years of Board Experience in a position covered by this collective agreement multiplied by the annual contribution rate to the maximum contribution (refer to contribution schedule).
  - b) A teacher who receives a lump sum that is less than the maximum contribution will continue to receive annual contributions as per the contribution schedule until the maximum contribution is reached.

- c) The contribution shall be made on August 31 following the date of the teacher's request and on August 31 every year thereafter (maximum 10 years) following the completion of a minimum of five (5) months of teaching in any one school year.
- (4) The annual/maximum contribution amount is determined by the number of years of Board Experience the employee has as of August 31st at the end of the school year in which the employee opts for the Annual Deposit Plan.

**Contribution Schedule**

| <b>Board Experience Years<br/>(as of Aug. 31st)</b> | <b>Board Contribution</b> |                |
|---|---------------------------|----------------|
|   | <b>Annual</b>             | <b>Maximum</b> |
| 0.0 to 3.9  | \$700.00                  | \$7,000.00     |
| 4.0 to 5.9  | 900.00                    | 9,000.00       |
| 6.0 to 7.9  | 1,000.00                  | 10,000.00      |
| 8.0 to 9.9  | 1,100.00                  | 11,000.00      |
| 10.0+   | 1,200.00                  | 12,000.00      |

- (5) A teacher who resigns from the employment of the Board and who is later rehired will receive contributions under paragraph (3) for the difference between the amount previously contributed by the Board and the maximum contribution, if any. Such teacher will not be entitled to additional contributions under this Article and will not be entitled to benefits under Article 6.11.
- (6) The Board shall deposit any contribution required under this Article into an account designated by the teacher and held at a chartered bank, credit union or caisse populaire.
- (7) The Board shall assist employees who participate in the Annual Deposit Plan by establishing a payment schedule that optimizes their RRSP contribution room. Any payments withheld for such purpose shall be paid with interest at the rate of interest earned by the Board.
- (8) Prior to any teacher choosing to accept an annual deposit under this clause, the teacher shall consult with the Local Bargaining Unit and indicate their intention in writing.
- (9) The Board shall provide to the Local Bargaining Unit the list of employees who have opted for the annual deposit plan each year.
- (10) In the event of the death of a teacher before receiving the full amount of the lifetime contribution, the annual contribution amount plus any amount held by the Board on behalf of the employee for the current year will be paid to the teacher's estate.



## 6.11 Sick Leave Credit Gratuity

- a) Saving any rights which the Teacher may have acquired prior to this date, and by virtue of Section 180 (10) of the Education Act, R.S.O. 1990, c.E.2, and amendments thereof after ten (10) years of service with the Board, the Teacher who is retired from the Board on a pension from the Pension Board because of:
- i) age or
  - ii) inability through illness of efficiently discharging his/her duties will be entitled to a sick leave gratuity as follows:  
  
10 years service, 10% of cumulative sick leave credit (with a maximum accumulation of sick leave credits of 200 days) X 1/200 of annual salary at date of retirement from teaching:  
  
11 years' service, 12% X 1/200 of annual salary  
12 years' service, 14% X 1/200 of annual salary  
13 years' service, 16% X 1/200 of annual salary  
14 years' service, 18% X 1/200 of annual salary  
15 years' service, 20% X 1/200 of annual salary  
16 years' service, 22% X 1/200 of annual salary  
17 years' service, 24% X 1/200 of annual salary  
18 years' service, 26% X 1/200 of annual salary  
19 years' service, 28% X 1/200 of annual salary  
20 years' service, 30% X 1/200 of annual salary  
21 years' service, 32% X 1/200 of annual salary  
22 years' service, 34% X 1/200 of annual salary  
23 years' service, 36% X 1/200 of annual salary  
24 years' service, 38% X 1/200 of annual salary  
25 years' service, 40% X 1/200 of annual salary  
26 years' service, 42% X 1/200 of annual salary  
27 years' service, 44% X 1/200 of annual salary  
28 years' service, 46% X 1/200 of annual salary  
29 years' service, 48% X 1/200 of annual salary  
30 years' service, 50% X 1/200 of annual salary
- b) In the event of the death of a Teacher either before or after retirement but before recovering the full benefits of the accumulated sick leave as provided under subparagraph (a) such remaining benefits shall be paid to the Teacher's estate.
- c) All benefits provided under sub-paragraph (a) shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the Teacher and the Board upon submission by the Teacher to the Manager, Human Resources or designate of written confirmation of the granting of a pension by the Teacher's Pension Board.
- d) Partial years of service shall be rounded to the nearest month. For each month of service over the number of completed years of service 0.2% shall be added to the percentage (%) provided for in paragraph (a)(ii) above.

## **ARTICLE VII - STAFFING**

### **7.01 Just Cause**

- (1) No Teacher employed by the Board will be disciplined, dismissed or have his/her contract terminated or be demoted except for just cause. A Teacher who claims unjust dismissal, termination of contract or demotion shall have the right to proceed through the grievance procedure upon waiving his/her right, in writing, to a Board of Reference under the Education Act, R.S.O. 1990,c.E.2.
- (2) It is recognized by the parties that a lesser just cause standard for probationary Teachers than that required in the case of permanent Teachers applies, as dictated by existing arbitral standards.

### **7.02 Resource Allocation**

- (1) Each school shall have one-fifth of a full-time resource teacher as a basic requirement
- (2) In addition to Article 7.02 (1) above, each school shall be assigned additional resource teacher time after the needs assessment has been conducted for that school
- (3) The needs assessment for the school shall take place by June 15 in consultation with the Principal, Student Services Department and the Superintendent responsible for the school and reviewed for the purpose of staffing adjustments on or before the 5th teaching day of October of the following year.

Note: A needs assessment is defined as the students who are identified, the specific remediation and resource time that is needed, the students who are potential candidates for testing and are receiving remediation as well as those students identified as "at risk" without some intervention in their educational program being provided.

### **7.03 Appointment of Teachers to Positions of Responsibility**

- (1) All positions of responsibility shall be posted at all work sites for a period of five (5) working days.
- (2) The appointment of teachers to positions is done at the discretion of the Board and in accordance with the Education Act as amended.
- (3) All qualifications being equal, preference shall be given to applicants presently in the employ of the Board.

### **7.04 Full-Time Teaching Positions**

The Board will make available to all teachers, full-time teaching positions (100%) which become available during the school year through the following process:

- (1) Full-time (100%) teaching positions becoming available during the school year will be posted for a period of five (5) days and will be open to all teachers of the elementary panel. Any full-time or part-time position resulting from placement to the original full-time position will be restricted to part-time teachers.
- (2) Appointments to posted position under Article 7.04 (1) will be made according to skill, professional training and qualifications. Where the skills, professional training and qualifications are satisfactory, seniority will prevail.
- (3) Part-time teachers shall have precedence over teachers on the recall list for positions available for the following school year.

#### **7.05 Lunch Break Supervision**

- (1) All Teachers shall be relieved of supervision of pupils during their lunch break
- (2) A Teacher shall remain on call in the school during the lunch break.

#### **7.06 Travel Time**

- (1) Travel time immediately prior to, or following a Teacher's forty consecutive minute lunch period, which is required in order to perform his/her Teaching assignments will not count as part of the teaching time of the Teacher.
- (2) When a Teacher is required to travel, such travel time shall be counted as part of the teaching time of the Teacher, but it shall not be considered prep time.
- (3) It is understood that distance travelled will be compensated in accordance with Article 5.04 of the Collective Agreement.

#### **7.07 Teacher Workload and Non-Teaching Time**

- (1) A full-time teaching position is 1,500 minutes per week.
- (2) All teachers shall have 10.66% of their time scheduled as preparation time (160 minutes per week for a full-time position). Preparation time shall be scheduled in no less than twenty (20) minute blocks.
- (3) Preparation time is to be pro-rated for teachers who are not teaching full-time.
- (4) This article does not apply to Consultants.

#### **7.08 Professional Development**

- (1) The Board conducts a professional development program and the Board and the Local Bargaining Unit are committed to its success.

- (2) The Board will provide enhanced programs such as library, music, guidance and/or other designated subjects for an average of forty (40) minutes per week. These programs will be provided by qualified teachers. Classroom teachers are not required to be present during the delivery of such programs.
- (3) During such programs, classroom teachers will be involved in self-directed classroom-related activities such as evaluation, program development, personal professional development, or accessing resources.
- (4) The Board and OECTA Elementary Bargaining Unit recognize that the nature of individual schools and the type of teaching assignments require variations in the implementation of preparation time and professional development. During the system staffing and school based timetabling process, should variations be considered necessary and an advantage to students and staff, consultation shall occur between the union representatives and the Superintendent of Education or designate. (eg. Lifeskills, Resources, Core French Teacher)

## **ARTICLE VIII - STAFFING PROCEDURE**

All calendar dates indicated in Articles VIII and IX may be changed by mutual agreement between the Unit President and the Director of Education (or designate). The Board agrees to post signed copies of such agreements in each school or workplace.

### **STEP I**

- a) By April 15 of each year, the required staff will be calculated in accordance with Article 10.00
- b) The number of Teachers in excess of the required complement will be surplus to the system. These Teachers will be identified as those with the least seniority and placed in surplus Pool "A" and so identified.

### **STEP II**

- a) Superintendents and Principals will then proceed to organize schools without considering Teachers in Surplus Pool "A". It is understood that the Principal of a school will be permitted flexibility in staffing in order to piece together assignments with a view to providing for the contract time of all Teachers currently placed in his/her school. The school will be organized in such a manner so as to utilize as much of the contract time of each Teacher as possible within the current school. Any surplus contract time will become time that is available for placement in another setting, subject to normal qualification and seniority requirements. It is understood that it may be necessary to adjust the amount of time available for placement in order to accommodate travel and assignment requirements in another setting.
- b)
  - i) As a result of Step II(a), Teachers declared surplus at a school will be placed in Surplus Pool "B"
  - ii) A Teacher added to Surplus Pool "B" shall be a Teacher for whom no position will be available in the present school in the upcoming year.
  - iii) Teachers in Surplus Pool "B" shall be available for transfer (A.F.T.).
  - iv) Seniority with the Board shall be the determining factor where, in declaring a Teacher surplus in a school, skill, professional training and qualifications are deemed to be satisfactory.
- c) Before letters are issued declaring teachers surplus, the Director of Education or designate and an Area Superintendent will review with the President of the Local Bargaining Unit and one other member of the executive, the administration of Article 8.01 Step I and Step II.

### **STEP III**

By April 25, all vacant positions at the elementary level will be posted in all schools and in the Board Office.

#### **STEP IV**

The 5th working day after April 25, is the last day for receiving applications for posted positions.

#### **STEP V**

Beginning the 6th working day after April 25 and prior to May 15, Superintendents or designates will place staff considering the following simultaneously:

- Teachers in Surplus "B"
- Teachers who request a transfer
- Teachers who responded to the posting.

#### **STEP VI**

A Teacher who is AFT for which no position is available by May 15 will hold priority over the least senior teacher subject to the following:

- a) the Teacher AFT holds the qualification for placement;
- b) if the Teacher AFT does not hold the qualification for placement then the next least senior teacher will be surplus under the same criterion as in (a) above; this process being repeated until the teacher AFT can be placed or until the teacher AFT is least senior for placement because of qualifications;
- c) the least senior teacher will be placed in Surplus Pool "A" according to seniority.

#### **STEP VII**

When all teachers in Surplus Pool B have been placed either in positions for which they are qualified or in Surplus Pool "A", the teachers from Surplus Pool A will become eligible for placement insofar as positions are available and teachers hold the required qualifications.

#### **STEP VIII**

Teachers not placed by May 24 will be declared redundant according to seniority.

#### **STEP IX**

- (1) Any Teacher whose employment is terminated in accordance with any provision of this article shall be notified in writing prior to May 31 that he/she is laid off solely because of redundancy.
- (2)
  - a) Teachers who are laid off under the provisions of this article will be placed on a recall list in the reverse order in which they were terminated.
  - b) Such list shall be provided to the President of the Elementary Teachers' Local Bargaining Unit, or designate within 5 working days after May 31<sup>st</sup>.

- c) Teachers on the recall list will be rehired provided that they have the required qualifications to fill the position or will become qualified prior to the commencement of the teaching position.
  - d) All teaching positions which are available at the time the Teacher is reached on the recall list will be offered by verbal contact on the condition that they provide the Superintendent of Education or designate an address and telephone number where they can be reached if other than their regular address and telephone number; they will be given 24 hours to accept or reject the position.
  - e) Teaching positions that become available during the summer (July-August) will be posted at the Board Office each Friday with an effective date of September 1.
  - f) Teachers on the recall list and any other Teacher currently in the employ of the Board may apply for these posted positions.
  - g) There will be no external advertising for any position unless there is no qualified Teacher available on the recall list or no Teacher(s) currently in the employ of the Board has applied within 5 days of the posting.
- (3) Any Teacher on the recall list who refuses to accept one of the available full-time positions under the above excluding a full-time position offered in Killarney forfeits all rights to seniority and recall.
- (4) Any Teacher reinstated to a full-time or part-time position shall be given full recognition for seniority accumulated to date of their termination and shall be reinstated in such a manner as to recognize all rights, privileges and advantages accrued to their last date of employment.
- (5) If a Teacher claims to be unable to accept a position at the time of recall because of illness, the Board at its discretion shall have the right to request that the Teacher be examined by a Board doctor. Factors that the Board shall consider in selecting a doctor shall include the Teacher's preference for the sex of the doctor, if expressed.
- (6) Teachers shall be on the recall list for a period of three years from the date of termination of the contract.

**ARTICLE IX - TRANSFERS**

**9.01 Transfers of Teachers at their own Request**

- (1) Teachers who wish to transfer to another school or position for the next school year shall:
  - a) inform the Superintendent of Education or designate by the 5th working day after April 25th, and
  - b) indicate what school or position they wish.
- (2) Upon the receipt of the requests for transfers the Board shall make every effort to comply with such requests taking into account pupil needs and the staff complement in the various schools. The Board shall inform all staff members requesting a transfer of the decision of the Board by June 20.
- (3) Between May 24th and June 20th of each year, Teachers who wish to exchange assignments for the following school year must jointly submit their request to the Superintendent of Education or designate by June 20th. The Board shall respond in writing to the Teachers' requests by June 30th.
- (4) Between May 24th and June 20th of each year, should a position for the following school year become available in a school where a Teacher had been declared surplus to the school, the surplus Teacher will be offered this newly vacant teaching position subject to seniority and satisfactory qualifications.

**9.02 Transfer of Teachers Without their Expressed Request**

- (1) No Teacher shall be transferred from one school or position to another except for reasonable cause.
- (2) The transfer shall be discussed with the Teacher concerned prior to the proposed transfer and official notice shall be given in writing. The reasons for the transfer shall be stated in the notice at the request of the Teacher.
- (3) When such a transfer is due to a Teacher being surplus in a school the Board agrees to make every effort to arrange a transfer which is mutually satisfactory.
- (4) Should such a transfer not be agreeable to the Teacher concerned, the Teacher shall have the right to appeal the decision individually or through the authorized representatives to the Director of Education
- (5) The Teacher shall submit his/her appeal in writing to the Director of Education or designate within three (3) working days of receipt of the official notice.
- (6) The Director of Education shall meet with any such Teacher and/or their authorized representative(s) within ten (10) working days of receipt of the letter of appeal referred to in paragraph (5) above.



**ARTICLE X - PUPIL-TEACHER RATIO**

- (1) The Board shall maintain a class size PTR in accordance with Ontario Regulation 118/98 made under subsection 170.1(5) of the Education Act. as amended by Bill 74.
- (2) The number of full-time teaching personnel shall include all personnel covered by this Agreement with the exception of Teachers covered under (3) below.
- (3) For the purpose of the above computation, kindergarten pupils are counted as halves. Developmentally delayed, hard of hearing and pupils attending Care and Treatment Programs, (Section 19) and their teachers are excluded.

## **ARTICLE XI - LEAVES OF ABSENCE**

### **11.01 Adoption Leave**

- (1) Adoption Leave shall be available without pay to any Teacher who adopts a child and has:
  - a) worked for the Board for the period defined in the Employment Standards Act of Ontario prior to the commencement of the leave;
  - b) given advance notice in writing to the Board of intent to adopt, on the understanding that it may be necessary for the Teacher to commence his/her leave immediately when the child becomes available; and
  - c) presented a statement signed by the Director of the adoption agency that the application for adoption has been approved.
- (2) The duration of the leave shall be by mutual consent between the Board and the Teacher to a maximum of two (2) years.
- (3) The leave shall begin the earlier of:
  - a) the date of adoption;
  - b) the date the presence of the Teacher is required in the home for pre-adoption purposes. A letter confirming the adoption must be submitted within fourteen (14) calendar days of the commencement of the leave.
- (4) The Board shall not terminate the employment of a Teacher by reason of his/her Adoption Leave, but upon the expiration of the leave period, shall permit him/her to resume work with no loss of seniority, status or benefits accrued prior to the commencement of the leave. Salary shall be paid in accordance to the proportion of the year taught. (Ref. Education Act, R.S.O. 1990, c.E.2, Section 260 (1) and amendments thereto).
- (5) Sick leave credits will not accumulate during the time spent on this leave

### **11.02 Sabbatical Leave**

- (1) The Board wishes to recognize members of its teaching staff who are giving outstanding service and offer them an opportunity for enrichment which in turn will benefit the school system. The Board reserves the right to determine if such a leave is in the best interest of the school system and the decision of the Board in this regard is final.
- (2) A Sabbatical Leave may be granted for the following purposes: Educational study, research or enrichment.
- (3) The duration of the Sabbatical Leave shall not be for more than one school year and shall not involve more than one academic year.

- (4) In order to qualify for Sabbatical Leave, a Teacher shall have been employed by the Board in continuous service for not less than seven (7) years.
- (5) Selections will be made on the basis of the value of the Sabbatical Leave to the Board.
- (6) Application for Sabbatical Leave must be by written request (forms available) and be forwarded to the Director of Education or designate prior to January 15th of any year to receive consideration. A request for Sabbatical Leave must have the approval of the Director of Education or designate and such Leave must be granted by resolution of the Board.
- (7)
  - a) A Teacher who accepts a Sabbatical Leave must remain with the Board for three (3) years after returning from leave. Such a commitment shall be in writing.
  - b) A Teacher who does not remain in the employ of the Board for three (3) years after returning from the leave shall pay to the Board 33% of the salary received during the leave for each year fewer than three that he/she does not remain in the employ of the Board.
  - c) A Teacher who has benefitted from Sabbatical Leave and suffers a disability or illness which prevents the Teacher from performing their duties, will be expected to fulfill the conditions of this agreement as set out in the above paragraph upon resumption of their duties.
- (8) A Teacher on Sabbatical Leave shall receive the following benefits:
  - a) Seventy percent exclusive of salary allowances for additional responsibilities. A maximum of an additional thirty percent exclusive of salary allowances for additional responsibilities may be withdrawn from the cumulative sick leave plan.
  - b) All salary adjustments, increments and medical benefits.
  - c) Unless changes have occurred which would alter the Teacher's ability or personal commitment to assume the responsibilities the Teacher had prior to the Sabbatical Leave, a Teacher upon his/her return, shall expect to fill a position at least comparable with the position held prior to the Sabbatical Leave.

### **11.03 Leave for Personal Reasons**

- (1) When Teachers are required to be absent for personal reasons, they shall be granted up to two (2.0) days or four (4.0) half-days per school year, taken individually, collectively or in combination, without loss of pay, but they shall be subject to deduction from sick leave credit.
- (2) Personal Leave days shall not be taken the school day immediately preceding and/or following a holiday or a vacation period unless the leave is approved by the Director of Education or designate.

#### 11.04 **Leave of Absence Due to Lengthy Illness**

- (1) A Teacher who becomes seriously ill and is forced to use all of his/her accumulated sick leave and current sick leave credits, may request a leave of absence from the Board prior to the expiration of his/her sick leave allowance and sick leave credits.
- (2) If such a leave is requested by the Teacher, the Board shall grant a leave of absence for either:
  - a) the remainder of the school year in which the leave was requested, or
  - b) the remainder of the school year, plus the following three (3) school years; or
  - c) any other length of time that is mutually agreeable to both the Board and the Teacher.
- (3) A teacher who applies for Long Term Disability Benefits in accordance with Article 6.04 with another LTD plan, shall be deemed to be on a leave of absence for lengthy illness as of the date upon which he/she becomes entitled to receive such benefits.
- (4) Upon the expiration of his/her leave, a Teacher must advise the Board in writing of his/her ability to resume his/her teaching duties.
- (5) In all cases, the Teacher shall furnish, whenever requested by the Board to do so, a doctor's certificate to support his/her claim and the Board shall have the right to have the Teacher examined by a doctor selected by the Board. Factors that the Board shall consider in selecting a doctor, shall include the Teacher's preference for the sex of the doctor, if expressed.
- (6) Sick leave credits and experience will not accumulate during the time spent on this leave.
- (7) A Teacher who so requests may buy back expended sick leave credits over and above the waiting period in the LTD plan, at the Teacher's daily rate of salary and benefits times the number of days to be bought back.

#### 11.05 **One Year Leave of Absence**

- (1) A One-Year Leave of Absence without pay may be granted by the Board to Teachers who have submitted a written request to the Director of Education or designate prior to February 28th of the year in which the leave is to commence.
- (2) Leave of Absence shall be granted to Teachers on the basis of their seniority with the Board and the date of their request.
- (3) Once a request is granted, the Teacher will be obligated to take the leave of absence.
- (4) Subject to the provisions of Article IV and VIII, a Teacher returning from a One-Year Leave of Absence will be entitled to a position comparable with their position prior to the leave.

- (5) Sick leave credits and experience will not accumulate during the time spent on this leave.

#### 11.06 “X” Over “Y” Year Leave of Absence Plan

- (1) Description

The “X” Years over “Y” Plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence with pay by spreading “X” years' salary payments over a “Y” year period to a maximum of four (4) years over (5).

- (2) Eligibility

Any Teacher having three (3) years seniority with the Board may apply to participate in the plan.

- (3) Application

- a) A Teacher must make written application to the Director of Education or designate on or before February 28th, requesting permission to participate in the Plan.
- b) Written acceptance or denial of the Teacher's request, with explanation, will be forwarded to the Teacher by May 25th in the school year the original request is made.
- c) If applications permit, the Board will accept a maximum of 1% of their present teaching staff as of September 1st, of the current school year. Leaves will be granted on the basis of seniority.

- (4) Payment Formula

- a) During the first “X” years of the Plan, the Board will deduct from each pay, “Y” - “X”/“Y”% of the Teacher's gross salary for that pay period.
- b) The sums deducted in accordance with (a) above shall be placed in an account and bank of the Teacher's choice; such account to be in the Board's name identified to the individual Teacher's name.
- c) During the “Y” year of the Plan, the Teacher shall be granted a leave of absence. While on leave, the Teacher will be paid monies accumulated as of the commencement date of the leave in the account described in (b) above in accordance with the payment formula in Article 5.02 (1) and all additional sums generated by the said account will be paid on the last instalment date.

- d) The Board agrees that during any or all the “Y” years the individual Teacher is participating in the Plan, employee benefits shall be maintained in accordance with Article VI of the collective agreement as if the employee was being paid at (X/Y%) of his/her salary; the Board contributing (X/Y%) of its commitment under Articles 6.01, 6.02 and 6.03 and for spouse coverage of \$12,000.00 under Article 6.03 and the Teacher contributing the other Y - X/Y%.
- e) The Teachers shall continue to receive twenty (20) sick leave credits during each of the first “X” years of the Plan.

(5) Position on Completion of the Leave

- a) On return from leave, a Teacher will be assigned to a position comparable to that he or she held prior to the commencement of the leave. If due to declining or changing enrolment patterns or phasing out of a particular program, the Teacher's position no longer exists, his or her return will be governed by the appropriate terms of this agreement.
- b) Sick leave credits and experience will not accumulate during the year spent on leave.
- c) No one will be granted a leave under this Plan who has been on a Sabbatical Leave and has not fulfilled all of the requirements of their previous.
- d) Teachers declared redundant while in the first, second or third year of the Plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned in the account described in Article 11.06(4)(b). Repayment shall be made within sixty (60) days of the withdrawal from the Plan.
- e) Superannuation deductions are to be continued as provided by the Teacher's Pension Plan Board, which is that the percentage rate stipulated in the Act, of the salary paid to the Teacher during the leave of absence is to be deducted, and upon returning to full duties, the Teacher is to have the option of contributing the difference between the amount of superannuation deducted and the amount that would have been deducted had the Teacher remained on staff and drawn full salary.
- f) A Teacher may withdraw from the Plan any time prior to February 28th in the year the leave is to commence. Upon withdrawal, any monies plus interest accumulated in the account described in Article 11.06(4)(b) will be repaid to the Teacher within sixty (60) days of notification of his/her desire to leave the Plan.
- g) In the event that a suitable replacement cannot be found for a Teacher who has been granted a leave, the Board may defer the leave for one year by so advising the Teacher prior to April 1st. In this instance, a Teacher may choose to remain in the plan or may withdraw and receive any monies and interest accumulated in the account, described in Article 11.06 (4)(b) to the date of withdrawal. In the latter case, payment shall be made within sixty (60) days of the withdrawal.

Should a deferral result in a leave being taken past the fifth year of the Plan, any monies accumulated by the terminal date of Plan, will continue to accumulate interest until the leave is granted.

- h) Should a Teacher die while participating in the Plan, any monies accumulated, in the saving account mentioned in Article 11.06(4)(b), at the time of death, will be paid to the Teacher's executor or administrator.
- i) All Teachers wishing to participate in the plan shall be required to sign the necessary form(s) supplied by the Board before final approval for participation is granted.

### 11.07 Pregnancy/Parental Leave

- (1) Pregnancy/Parental Leave shall be granted to a Teacher in accordance with the Employment Standards Act as revised.
- (2) Extended Pregnancy/Parental Leave without pay may be granted to a Teacher on staff up to a maximum of two school years. The Teacher shall return from Pregnancy/Parental Leave on a date mutually acceptable to the Board and the Teacher.
- (3) Teachers returning from Pregnancy/Parental Leave of less than one school year shall be entitled to a position at the same school prior to the leave.
- (4) Teachers returning from a Pregnancy/Parental Leave shall be entitled to a position comparable with their position prior to the leave.
- (5) The Board shall pay 95% of the employee's salary for the first two (2) weeks of Employment Insurance based on 260 days as per Employment Insurance Program

The Board shall pay the difference between Employment Insurance payment and 75% of employee's salary for the next two (2) weeks based on 260 days as per Employment Insurance Program.

These payments constitute a modified Supplemental Employment benefit payments plan (SEB) which shall be registered with and subject to the approval of Canada Employment and Immigration.

- (6) The Board shall maintain its share of the premiums for all benefits described under Article VI during the statutory period of a teacher's pregnancy/parental leave in accordance with the Employment Standards Act.
- (7) Early Return - A teacher may terminate a pregnancy leave or parental leave and return to work upon providing the Board with two (2) weeks written notice.
- (8) Child Care Leave for Medical Reasons - Upon request a teacher shall be given an unpaid child care leave for medically approved reasons for the child up to two (2) years of age.

## 11.08 Special Time Off

All Teachers shall be permitted:

- (1) Without deduction from salary or sick leave:
  - a) Special time off to write examinations for the improvement of professional qualifications or one (1) day off to attend own graduation.
  - b) Special time off if he/she is charged with a criminal or quasi-criminal offence alleged to have occurred while performing school Board duties. Such Teacher shall receive his/her full salary for the days of absence from school while attending trial if he/she is acquitted of such offence or the charge is withdrawn. Salary for days of absence at trial will not be paid if the Teacher is convicted.
  - c) Paternity Leave:  
  
One day shall be allowed to a Teacher upon the birth of a child.
  - d) Adoption Leave:  
  
One day shall be allowed to a Teacher upon the adoption of a child.
- (2) Special time off without salary deduction shall be granted for attendance at provincial executive or committee meetings of OECTA or OTF or as representatives of same at educational functions. The Local Bargaining Unit shall reimburse the Board the current Occasional Teacher's daily rate per diem per Teacher if a supply Teacher is called in.
- (3) Special time off with salary deduction shall be permitted to a Teacher who is required to appear before a court or tribunal as a party to a litigation
- (4)
  - a) The local Unit President shall be granted a leave of absence of up to 100%. The President must notify the Director of Education of the percentage prior to May 31, in the year of the leave, in order to qualify for the plan.
  - b) In the event that the President's leave is less than 100%, the teaching assignment shall be determined in consultation with the Superintendent and President and will be subject to the staffing process.
  - c) The President shall accumulate full seniority during the duration of the leave.
  - d) The total cost of the salary and benefits for the leave, plus any additional President's allowance approved by the Bargaining Unit of the Teacher on leave will be reimbursed in full to the Board by the Elementary Teachers' Local Bargaining Unit.
  - e) In the event that the Association President is unable to perform his/her duties for a period of more than twenty (20) consecutive school days due to injury or illness, the Unit may appoint another teacher as Interim President until the President is able to return to his/her duties as President.



- f) The Board shall grant a leave to the teacher named by the Association as Interim President during the period of the appointment noted in 11.08 4. (e).
  - g) A teacher returning from an Association Leave has a right to be assigned to the same school and position, if available, the teacher last taught in prior to commencing the leave.
- (5) Special time off without salary deductions but with deductions from sick leave for exceptional circumstances such as a serious illness in the immediate family, for a period of up to three (3) days per year, may be granted upon the approval of the Director of Education or designate. Part-time Teachers' entitlement and usage shall be pro-rated accordingly.
  - (6) Absence by reason of being a juror or witness: A teacher is entitled to salary despite absence from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses, that the teacher receives as a juror or as a witness. The days shall not be deducted from sick leave benefits.
  - (7) Absence of teacher in quarantine: Every teacher is entitled to salary despite absence from duty in any case where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his or her duties. The days shall not be deducted from sick leave credits.

### 11.09 Bereavement Leave

Each eligible teacher shall be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows provided notification is given to the Superintendent of Education or designate:

- (1) Up to a maximum of five (5) consecutive working days upon the death of a:
 

|        |          |             |              |
|--------|----------|-------------|--------------|
| spouse | brother  | step-child  | grand-parent |
| child  | sister   | step-parent | step-brother |
| parent | guardian | grand-child | step-sister  |
- (2) Up to a maximum of three (3) consecutive working days upon the death of a:
 

|                 |                     |                         |
|-----------------|---------------------|-------------------------|
| parent-in-law   | brother-in-law      | spouse's brother-in-law |
| son-in-law      | sister-in-law       | spouse's sister-in-law  |
| daughter-in-law | grand-parent-in-law |                         |
- (3) Up to a maximum of two (2) working days in any one school year, to be used separately or together, upon the death of:
 

|          |                  |   |
|----------|------------------|---|
| an aunt  | a spouse's aunt  | a close friend                            |
| an uncle | a spouse's uncle | any other family member not listed herein |

- (4) It is understood that the leaves under 11.09(1), (2) and (3) above may not be taken if one week or more of a vacation period remains at the time of death.
- (5) One (1) additional day to attend the burial of a relative covered under paragraph (1) of this clause if the burial has not occurred because of winter conditions.
- (6) An additional day or days without deduction of salary may be granted for special circumstances such as excessive travelling as approved by the Director of Education or designate.

#### **11.10 Special Leaves of Absence**

A leave for reasons not otherwise addressed in this agreement may be granted at the discretion of the Director of Education or designate to a Teacher who has so requested in writing. Such leave will be without pay, with appropriate proration of accumulation of sick leave and the approval or denial of same will not be grievable.

#### **11.11 Early Retirement Incentive Plan**

- (1) A Teacher who is eligible to retire on a reduced Superannuation Pension may elect to retire prior to reaching the age of 65 years.
- (2) Eligibility is restricted to Teachers:
  - a) with a minimum of ten (10) years of teaching experience with the Board;
  - b) who are at the maximum in their salary category;
  - c) who submit an irrevocable application to the Board by April 15th for retirement effective August 31 of the same year;
- (3) A maximum of ten (10) Teachers shall be eligible for the Plan.
- (4) Approval for requests shall be governed by the terms of Article IV.
- (5) The provisions of this article shall apply only during a time of projected teacher redundancies and may not exceed in total the number of teachers in Surplus Pool "A" as of April 15th.
- (6) The financial incentive shall be 5% of the annual salary per year of early retirement to a maximum of 25% of annual salary for five or more years of early retirement.
- (7) Payment of the Early Retirement Incentive may be included with the Sick Leave Credit Gratuity payment at the request of the retiring employee to give the effect of one lump sum.

## 11.12 Special Leave Incentive

A Special Leave Incentive is available to Teachers, subject to the following:

- (1) Teachers must be at the maximum level of experience for salary purposes (11.0 years or more)
- (2) Coordinators are not eligible for this leave.
- (3) The number of leaves granted may be limited to ensure viability of programs.
- (4) While on leave Teachers will be provided the same benefit coverage they had immediately prior to the beginning of the leave in accordance with the percentage of their contract time.
- (5) Teachers who are granted a leave under this plan will receive 2% of their annual salary for each F.T.E. month while they are on leave.
- (6) Approval of individual leaves will only be granted if ultimately the overall cost of salary plus benefits of the replacement Teacher added to that of the Teacher taking the leave does not exceed the regular cost the Board would have incurred if the Teacher if the teacher did not take this type of leave.
- (7) Interested Teachers who are eligible for a leave under this plan must apply in writing to the Director of Education no later than the respective dates indicated below.
- (8) Requests should state both the leave type (A or B or C, etc.) and the duration (September 1 to December 31 or January 1 to August 31 or September 1 to January 31, etc.) in accordance with the following:

| <b>Leave type</b> | <b>Duration of Leave</b> | <b>Application deadline</b> | <b>Salary while on Leave</b> |
|-------------------|--------------------------|-----------------------------|------------------------------|
| A                 | Sept. 1 to Dec. 31       | March 31                    | 8% of annual                 |
| B                 | Jan. 1 to Aug. 31        | November 15                 | 12% of annual                |
| C                 | Sept. 1 to Jan. 31       | March 31                    | 10% of annual                |
| D                 | Feb. 1 to Aug. 31        | November 15                 | 10% of annual                |
| E                 | Sept. 1 to Aug. 31       | March 31                    | 20% of annual                |
| F(*)              | Sept. 1 to Aug. 31       | March 31                    | 10% of annual                |

\*(either a.m. or p.m. leave)

- (9) When such a leave has been approved, the Teacher taking a leave under A to F shall be counted 0.0, 0.4, 0.5 or 0.6, as appropriate to the type of leave selected, for staffing purposes.

- (10) Replacement Teachers will be hired in accordance with the following provisions:
- a) The full-time equivalent annual salary for a replacement Teacher, regardless of qualifications, will be \$35, 000.00 prorated to the percentage of time employed as a replacement Teacher.
  - b) Replacement teaching positions will be offered to the Teachers on the recall list, in order of seniority provided that they have the required = qualifications to fill the position or will become qualified prior to the commencement of the teaching position.
  - c) All replacement teaching positions which are available at the time the Teacher is reached on the recall list will be offered by verbal contact on the condition that the recall list Teacher provide the Board with an address and telephone number where they can be reached if other than their regular address and telephone number.
  - d) Once the recall list is exhausted or no Teacher on the recall list has the necessary qualifications to fill the replacement positions pursuant to this agreement, the Board will then offer the position(s) to Teacher on the OECTA Occasional Teachers' list, subject to qualification requirements
  - e) Teachers on the recall list may decline this offer of a positions. In the event that a Teacher accepts such an offer, he/she maintains their right of recall to a regular teaching position.
  - f) A Teacher hired as a replacement Teacher is governed by the modalities of the Collective agreement between the Board and the Sudbury OECTA Elementary Unit.
  - g) A Teacher hired as replacement Teacher is advised at the time of hiring, that his/her employment will terminate upon the return of the absent Teacher. The replacement Teacher is thus declared redundant at that time.
  - h) A Teacher hired as a replacement Teacher is added to the seniority list and the recall list in accordance with the Collective Agreement. It is understood that a contract terminated under g) above is not deemed a resignation for seniority purposes.
  - i) A Teacher hired as a replacement Teacher is entitled to benefits outlined in Article VI, prorated to the percentage of contract time, immediate upon beginning the replacement assignment.
  - j) Any anomalies pertinent to seniority and placement will be resolved by the Director of Education or designate and the President of the OECTA Elementary Teachers' Local Bargaining Unit.
- (11) Subject to seniority provisions, Teachers returning from a leave granted under this plan shall return to the same school and, if possible, to the same position from which they came.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### **12.01 Definitions**

- (1) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement, and is identified as one of the following:
  - a) An individual grievance is a grievance lodged by or on behalf of one member covered by this collective agreement, or
  - b) A group grievance is a grievance lodged on behalf of two or more members covered by this collective agreement, by the Association, upon a common issue, or lodged by the Board against two or more members covered by this collective agreement, upon a common issue, or,
  - c) A general grievance is a grievance lodged by either party, other than under a) or b) above.
- (2) A party is:
  - a) Elementary Teachers' Local Bargaining Unit.
  - b) the Board.
- (3) A member is a Teacher in the employ of the Board who is covered by this collective agreement.
- (4) Days shall mean business days unless otherwise stated.

### **12.02 Solution of Problems at the Administration Level**

- (1) It is felt that most problems can be solved satisfactorily at the administrative level by contacting the Superintendent of Education or designate.
- (2) The parties may proceed to a process of consultation within five (5) days of the initial contact made in 12.02 (1) whereby a meeting may be arranged which shall include a member of administration, the member involved, the President or designate of the Association and any other persons who may be of assistance in arriving at a satisfactory resolution to the problem.

### **12.03 Procedure for Individual Grievance**

#### **STEP I**

- (1) In the case of an individual grievance, the member of the bargaining unit initiating the grievance shall make a written statement containing:
  - a) a description of how the alleged dispute is grievable as defined in Article 12.01 (1)(a);

- b) the circumstances giving rise to the grievance, and the matter complained of;
  - c) the relief sought; and
  - d) the signature of the grieving member and of the duly authorized official of the bargaining unit, when applicable; and deliver same to the Superintendent of Education or designate within fifteen (15) days of the occurrence giving rise to the grievance or within fifteen (15) days of the meeting under clause 12.02, should the Superintendent of Education or designate have been contacted within 15 days of the occurrence.
- (2) The Superintendent of Education or designate shall reply in writing within 10 days following receipt of the signed grievance under paragraph (1) above. If prior to such reply, a meeting is desired by either the grieving member or the Board, such meeting shall be held between the grieving member who may be accompanied by a representative of the Association and the Superintendent of Education or designate who likewise may be accompanied by another Board designate.

## **STEP II**

- (1) If a satisfactory settlement is not reached at Step I, the grieving member or the Association with the grieving member's written consent, may request within ten (10) days of receipt of the reply of the Superintendent of Education or designate that the grievance be referred to the Director of Education for a meeting within ten (10) days of receipt of such request, at which time the grieving member may be accompanied by a representative of the Association who may attend to bring evidence and discuss the matter grieved upon.
- (2) The Director of Education shall render his/her decision in writing within 10 days following the meeting.

## **STEP III**

If the reply of the Director of Education is not satisfactory, the Association at the request of the member may within 10 days of the receipt of the reply, request in writing that the matter be referred to arbitration for adjudication. In situations where the employment relationship is in jeopardy, the Association may request, in writing that the matter be referred to the Committee of the Whole Board.

If a satisfactory settlement is not reached at Step 1, the Association at the request of the member may decide to refer the matter immediately to arbitration for adjudication.

### **12.04 General and Group Grievance**

The following steps shall be taken by a party in the case of a general or group grievance. A general or group grievance may be filed by either the bargaining unit or the Board and either party may decide at which step the procedure will begin.

A general grievance or group grievance shall be initiated within 30 calendar days from the date of the occurrence giving rise to such grievance.

## **STEP I**

The party initiating the grievance shall make a written statement containing:

- (1) a description of how the alleged dispute is grievable as defined in Article 12.01 (1)(b) or (c);
- (2) the circumstances giving rise to the grievance, the matter complained of and the name of the Teacher(s) involved;
- (3) the relief sought; and
- (4) the signature of the duly authorized official or the party making the grievance and deliver same
  - a) to the Director of Education or designate
  - b) to the President of the bargaining unit

as the case may be, who shall, within 10 days of same reply in writing.

## **STEP II**

If the reply of the Superintendent of Education or designate or the President of the Local Bargaining Unit is not acceptable, the party making the grievance may then within ten (10) days of receiving such reply, request in writing that the matter be referred to arbitration for adjudication.

The time line for requesting arbitration may, by mutual agreement be extended, if both parties agree to refer the matter to the Director of Education in the interim, who shall provide a written reply within ten (10) days following a meeting at which both parties shall have been heard. In such circumstances, if the reply made is not acceptable, the party making the grievance may within ten (10) days of receiving such reply request in writing that the matter be referred to arbitration for adjudication.

### **12.05 Arbitration**

- (1) The party desiring Arbitration shall within the time lines above notify the other party in writing both of its desire to submit the grievance to arbitration and of its choice of submitting the matter either to a single arbitrator or to a three-member Arbitration Board.

The notice will also contain the name of the first party's nominee as single Arbitrator or its appointee to a three-member Arbitration Board. The recipient of the notice shall, within ten (10) days of receipt of the notice inform the other party.

- a) where a single Arbitrator has been requested, either that it accepts the other party's nominee or the name of its own nominee.

- b) where a three-member Board has been requested, the name of its appointee to such Board.

If a single arbitrator has been selected, but the parties fail to agree within ten (10) days on the nominee, the appointment shall be made by the Minister of Labour on the request of either party. If the appointees to an Arbitration Board fail to agree upon a Chairman within ten (10) days, the appointment shall be made by the Minister of Labour at the request of either party. The single Arbitrator or the three-member Board, shall hear representations by the parties and/or representatives and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any member or members affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairman governs.

- (2) The Arbitrator or three-member Board shall not by decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.
- (3) It is anticipated that the single Arbitrator or three-member Board will make every effort to render its decision thirty days from the date of the completion of the hearing of the grievance.
- (4) The fees for a single Arbitrator, or a Chairperson of a three-member Board, shall be shared equally by the parties. Each party shall bear the cost of its own appointee on a three-member Arbitration Board.

#### **12.06 Time Limits**

Time limits may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the Respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by registered mail or delivery by hand to the party's representative within set time limits shall be considered as complying with the time limits. Receipt of a document shall be on the day it is delivered, if hand delivered to a party or on the third day following its postmark, if forwarded by registered mail.

#### **12.07 No Reprisals**

There shall be no reprisals of any kind against any person because of his/her participation in a grievance or arbitration procedure under this Agreement.



## **ARTICLE XIII - OTHER MATTERS**

### **13.01 Federation Fee**

Effective April 1<sup>st</sup>, 1998 the Board shall deduct in equal monthly installments from the pay of each teacher who is within the scope of this Agreement, the fees established by the Association. The Association shall advise the Board in writing of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-Laws of the Association. The Board shall remit the total amounts so deducted to the Ontario English Catholic Teachers' Association within 30 days of collection.

### **13.02 Local Levy**

The Board shall deduct from each Teacher's pay in September the regular dues of the Local Bargaining Unit of the Ontario English Catholic Teachers' Association.

The Local Bargaining Unit shall advise the Board in writing of the amount of the dues authorized by the membership in keeping with the constitution and by-laws of the Local Bargaining Unit. The Board shall transmit the total amounts so deducted to the Treasurer of the Local Bargaining Unit of the Ontario English Catholic Teachers' Association.

### **13.03 Information re Teachers' Salaries**

The Board shall make available as soon as possible to the President of the Sudbury OECTA Elementary Teachers Bargaining Unit, the qualifications, experience, annual salary and manner of calculation of the annual salary of each Teacher.

The Board shall provide the OECTA President with an up-to-date directory containing the school location, home mailing address and home phone number for each member covered by this collective agreement.

### **13.04 Teacher -Trustee Committee**

- (1) A Teacher-Trustee Committee shall continue to function. It shall consist of (3) three Teacher representatives, two (2) Trustees and one (1) appointed Board representative. This committee shall determine its own procedure and discuss items of common concern to the Teachers and Trustees relating to our school system as a whole. Its findings shall be sent to the Board and the President of the Elementary Teachers' Local Bargaining Unit.
- (2) The Teacher-Trustee Committee shall meet at least five (5) times per year. If no items have been placed on the agenda one week prior to the meeting, the meeting will be cancelled and shall be included as one of the five.

### 13.05 **Printing and Distribution of this Agreement**

- (1) OECTA shall assume the responsibility for having this agreement printed in booklet form and the printing cost shall be shared equally each year by the Board and the Teachers.
- (2) Each Teacher in the employ of the Board shall receive a copy of this Agreement as soon as possible after the official signing of the document.
- (3) Any Teacher to be hired shall be provided with a copy of the current Agreement before signing any contract
- (4) This Agreement shall be made available to all teachers on the Board Website.

### 13.06 **Board Statement to Teachers**

By September 30th of each year, every Teacher shall receive a statement from the Board which shall include:

- |  |                                  |
|--|----------------------------------|
| 1) the amount of accumulated sick leave; | 5) the responsibility allowance; |
| 2) the number of years' experience;      | 6) the annual salary;            |
| 3) the QECO level placement;             | 7) the seniority with the Board. |
| 4) the grid component of their salary;   |                                  |

### 13.07 **School Support**

In adherence to the philosophy of Catholic Education, teachers in the Catholic school system are encouraged to direct their school taxes to the support of that school system unless they are prevented from doing so by law or extenuating circumstances.

### 13.08 **Resignation Dates**

Effective September 1, 2000 resignations for the purpose of retirement as verified by the Teachers Pension Plan, will be accepted provided that two (2) months notice is given.

### 13.09 **Association Representatives**

The Board recognizes the appointment by the O.E.C.T.A. Executive of one (1) Association Representative at each school and/or Board site.

### 13.10 **School Closures**

When two or more schools are amalgamated, all teaching staff from those schools shall be combined to form one staff list. The consolidating school shall then be organized for the following school year by the Principal and the Superintendent and reviewed with the OECTA President following the OECTA Collective Agreement and staffing procedures. (Article VII, VIII, IX).

**ARTICLE XIV - ADMINISTRATION OF MEDICAL OR PHYSICAL PROCEDURES**

- (1) No Teacher shall be required to do any medical or physical procedure that may endanger the safety or well-being of the pupil or subject the Teacher to risk or injury or liability for negligence. Such procedures may include but are not limited to the administration of medication other than oral, catheterization, tube feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting procedures.
- (2) Teachers who volunteer to do any medical or physical procedures shall be covered through the Board's existing or supplementary insurance coverage against claims arising from the administration of medical or physical procedures as outlined through Board policy or Board directive.

Sudbury Elementary OECTA Collective Agreement 2003–2004

In witness whereof, the parties hereto have caused this Agreement to be signed in their respective name by their respective representatives there unto duly authorized as of this

\_\_\_\_\_ day of \_\_\_\_\_, 2003

The Sudbury Catholic District School Board

The OECTA Elementary Teachers'  
Local Bargaining Unit

\_\_\_\_\_  
Ray Vincent  
Chairperson

\_\_\_\_\_  
Gary Kingerski  
OECTA Elementary

\_\_\_\_\_  
Zandra Zubac  
Director of Education

\_\_\_\_\_  
OECTA Provincial

**SCHEDULE “A” - SALARY SCALE**

Effective September 1, 2003

|       | A         | A1        | A2        | A3        | A4        |
|-------|-----------|-----------|-----------|-----------|-----------|
| Years |           |           |           |           |           |
| 0     | 30,493.10 | 32,439.47 | 34,173.98 | 37,543.40 | 40,008.38 |
| 1     | 32,457.16 | 34,528.91 | 36,405.38 | 40,097.68 | 42,833.97 |
| 2     | 34,421.23 | 36,618.34 | 38,636.80 | 42,651.94 | 45,658.44 |
| 3     | 36,387.46 | 38,710.06 | 40,868.19 | 45,207.34 | 48,484.02 |
| 4     | 38,351.52 | 40,799.49 | 43,099.60 | 47,762.75 | 51,308.49 |
| 5     | 40,316.68 | 42,890.07 | 45,330.99 | 50,317.02 | 54,134.09 |
| 6     | 42,281.82 | 44,980.66 | 47,562.41 | 52,872.43 | 56,959.71 |
| 7     | 44,245.89 | 47,070.10 | 49,792.66 | 55,426.67 | 59,785.30 |
| 8     | 46,212.12 | 49,161.82 | 52,024.04 | 57,982.09 | 62,609.77 |
| 9     | 48,176.17 | 51,251.25 | 54,255.45 | 60,535.21 | 65,435.35 |
| 10    | 50,141.30 | 53,341.83 | 56,484.56 | 63,089.48 | 68,259.82 |
| 11    | 52,106.45 | 55,432.42 | 58,715.97 | 65,644.87 | 71,085.41 |
| A-ULT | 55,432.42 |           |           |           |           |

Effective February 1, 2004

|       | A         | A1        | A2        | A3        | A4        |
|-------|-----------|-----------|-----------|-----------|-----------|
| Years |           |           |           |           |           |
| 0     | 30,798.03 | 32,763.86 | 34,515.72 | 37,918.83 | 40,408.46 |
| 1     | 32,781.73 | 34,874.20 | 36,769.43 | 40,498.66 | 43,262.31 |
| 2     | 34,765.44 | 36,984.52 | 39,023.17 | 43,078.46 | 46,115.02 |
| 3     | 36,751.33 | 39,097.16 | 41,276.87 | 45,659.41 | 48,968.86 |
| 4     | 38,735.04 | 41,207.48 | 43,530.60 | 48,240.38 | 51,821.57 |
| 5     | 40,719.85 | 43,318.97 | 45,784.30 | 50,820.19 | 54,675.43 |
| 6     | 42,704.64 | 45,430.47 | 48,038.03 | 53,401.15 | 57,529.31 |
| 7     | 44,688.35 | 47,540.80 | 50,290.59 | 55,980.94 | 60,383.15 |
| 8     | 46,674.24 | 49,653.44 | 52,544.28 | 58,561.91 | 63,235.87 |
| 9     | 48,657.93 | 51,763.76 | 54,798.00 | 61,140.56 | 66,089.70 |
| 10    | 50,642.71 | 53,875.25 | 57,049.41 | 63,720.37 | 68,942.42 |
| 11    | 52,627.51 | 55,986.74 | 59,303.13 | 66,301.32 | 71,796.26 |
| A-ULT | 55,986.74 |           |           |           |           |

Effective June 1, 2004

|       | A         | A1        | A2        | A3        | A4        |
|-------|-----------|-----------|-----------|-----------|-----------|
| Years |           |           |           |           |           |
| 0     | 31,106.01 | 33,091.50 | 34,860.88 | 38,298.02 | 40,812.54 |
| 1     | 33,109.55 | 35,222.94 | 37,137.12 | 40,903.65 | 43,694.93 |
| 2     | 35,113.09 | 37,354.37 | 39,413.40 | 43,509.24 | 46,576.17 |
| 3     | 37,118.84 | 39,488.13 | 41,689.64 | 46,116.00 | 49,458.55 |
| 4     | 39,122.39 | 41,619.55 | 43,965.91 | 48,722.78 | 52,339.79 |
| 5     | 41,127.05 | 43,752.16 | 46,242.14 | 51,328.39 | 55,222.18 |
| 6     | 43,131.69 | 45,884.77 | 48,518.41 | 53,935.16 | 58,104.60 |
| 7     | 45,135.23 | 48,016.21 | 50,793.50 | 56,540.75 | 60,986.98 |
| 8     | 47,140.98 | 50,149.97 | 53,069.72 | 59,147.53 | 63,868.23 |
| 9     | 49,144.51 | 52,281.40 | 55,345.98 | 61,751.97 | 66,750.60 |
| 10    | 51,149.14 | 54,414.00 | 57,619.90 | 64,357.57 | 69,631.84 |
| 11    | 53,153.79 | 56,546.61 | 59,896.16 | 66,964.33 | 72,514.22 |
| A-ULT | 56,546.61 |           |           |           |           |

**LETTER OF INTENT - ADDITIONAL FOUNDATION GRANT REVENUE**

Should the Ministry of Education increase the salary and benefit figures in the Foundation grant during the life of this agreement, the Sudbury Catholic District School Board will receive additional salary and benefits revenue.

Elementary school panel salary and benefits revenue in excess of the actual 2003-2004 elementary lines 1 (classroom teachers), 7 (library and guidance), 10 (preparation time) and 14 (teacher consultants) expenditures as per the financial statements will be distributed to elementary teachers, pro rated to their full time equivalency, on the basis of a lump sum payment to a maximum of \$500.00.

Both parties agree that at the termination of this Collective Agreement this letter of Intent will be removed.

\_\_\_\_\_  
Sudbury Catholic District School Board

\_\_\_\_\_  
OECTA Elementary Teachers

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date