

Bruce-Grey Elementary OECTA Agreement 1998-2001

1998 - 2001

AGREEMENT

BETWEEN

BRUCE-GREY CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called "the Board")

AND

BRUCE-GREY O.E.C.T.A. ELEMENTARY TEACHERS

BRANCH AFFILIATE

(Hereinafter called "the Affiliate")

PREAMBLE

Whereas it is the common goal of the Board on the member of the OECTA Local to provide the best possible, affordable educational services for the children under the jurisdiction of the Bruce-Grey Catholic District School Board; and

Whereas it is firmly held that this educational service should be based on sound principles of a Christian and Catholic character; and

Whereas to achieve this common goal it is essential that the Board and Teachers strive to create and maintain a harmonious relationship;

It is the desire of the Board and the Teachers to set forth in this Agreement the salaries, allowances and certain of the conditions of employment, which govern the Board and the Local.

ARTICLE I - RECOGNITION

- 1:01 a) The parties to this agreement are the Bruce-Grey Catholic District School Board hereinafter called "the Board" and the Bruce-Grey O.E.C.T.A. Elementary Teachers Local hereinafter called "the Local".
- b) Teachers employed by the Board who are assigned both Elementary (JK - 8) and Secondary (9 - 12/OAC) responsibilities, and whose assignment is more than 50% at the Elementary Level, are the members of the Elementary OECTA Local.
- c) The Board recognizes OECTA Provincial as the bargaining agent for all members of the Local.
- d) The Board recognizes the officers of the Local as the elected representatives of the members of the Local.
- e) The Board and the OECTA Local recognize the negotiating team appointed by each party as the committee authorized to negotiate on behalf of their respective party.
- f) The negotiating teams shall consist of up to six (6) members representing the Local and up to six (6) members representing the Board. Each negotiating team shall endeavour to identify the members of their team no later than the first negotiating meeting.
- 1:02 The terms of the agreement shall apply to all members of the OECTA Local unless specifically stated otherwise.
- 1:03 a) When the agreement is settled, the Board will supply the OECTA Local negotiating committee with a copy of the draft agreement for their review. The final printed agreement, when ratified and signed by both parties, will be distributed to staff. This agreement shall also be sent to new teachers with their letters of appointment. The Board will send copies of this agreement on disk, to the OECTA Local President and Chief Negotiator.
- b) Both parties, on coming to a tentative agreement shall hold a ratification meeting within fifteen (15) school days.

1:04 Management Function

The Board has the right and obligation to manage the affairs of the system, including the right to:

- i) hire, transfer, promote, demote, discipline, dismiss or assign duties to or lay off teachers subject to the provisions of this agreement expressly governing the exercise of these rights and subject to the Acts and Regulations of the Province of Ontario.
- ii) plan and control the teaching programme of the system in co-operation with educators and to operate and manage the school system in accordance with its obligations and to make, from time to time, reasonable rules and regulations to govern teachers. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- iii) every provision of this collective agreement shall be construed in such a way as to enhance and give full effect to the denominational rights of Roman Catholics or their separate schools or school trustees under section 93 of the Constitution Act .
- iv) nothing in this collective agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholics or their separate schools or school trustees under section 93 of the Constitution Act

1:05 Election of Association Representatives

The Board recognizes the appointment or election by the teachers of one or more Association representative (s) at each school or worksite.

The Association shall forward such a list of Association representatives to the Board by September 15 of each year. The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other relevant information.

1:06 Association Representatives

The Association shall forward a list of all the unit officers to the Board by September 1 of each year.

The Board shall provide the Association with a list of the appropriate personnel with whom the Association may be required to transact business.

The authorized representatives of the Association shall be permitted to transact business of the Association with members on Board property provided such business does not interfere with or interrupt normal operations.

1:07 Just Cause

- a) No teacher who has successfully completed their probationary period with the Board will be disciplined, demoted or discharged without just cause and due process having been provided by first having been notified of the pending action, advised of the standard(s) to be met and given an opportunity to meet the expectations.
- b) No teacher during their probationary period will be disciplined or discharged without due process by first having been notified of the pending action and its reasons, advised of the standard(s) to be met and given an opportunity to meet the expectations.
- c) For the initial two years of employment with the board, a teacher will be on probation. However, for a teacher with one or more years of experience with a Board who was hired by the Bruce-Grey Catholic District School Board the probationary period shall be one (1) year.
- d) A dismissal for denominational cause will not be the subject of a grievance or arbitration.
- e) The Board shall provide the teacher with 30 days written notice of termination of employment.
- f) Such notice shall state the reason(s) for termination
- g) Such notice shall be sent to the teacher's last known address or via hand delivery by the supervisory officer to the teacher
- h) The principal or vice-principal or where appropriate, the supervisory officer or immediate supervisor of a teacher shall invite OECTA Local Representative(s) to attend any meeting with a teacher where the purpose of the meeting is disciplinary.

1:08 Strikes, Lockouts

During the term of this agreement or any renewal thereof, there shall be no strike or lockouts as defined in the Ontario Labour Relations Act.

ARTICLE II - DURATION AND RENEWAL

- 2:01 a) The terms of this agreement shall have effect from the first day of September 1, 1998 and continue in force until the thirty-first day of August 31, 2001.
- b) Changes made to this Collective Agreement during its lifetime may be made by mutual agreement in writing, after ratification by the OECTA Local and the Board.
- c) Where mutual agreement to amend occurs, the amendment shall be binding on both parties effective the date of the agreement.
- 2:02 Upon written request, the Board, through the Director or designate, will supply the OECTA Local President with information regarding Teachers' Salaries, experience, qualifications and responsibility allowance where applicable and as prescribed and limited by the Freedom of Information, Protection of Personal Privacy Act.

ARTICLE III - DEFINITIONS

3:01 Definitions

- a) Head Teacher
 - i) The Board may designate a teacher in a school with a total enrolment over 200 students as the Head Teacher. The Head Teacher shall perform such duties as may be assigned by the principal from time to time and shall be in charge of the school when the principal is absent.
 - ii) The Head teacher shall not participate in evaluation or disciplining of teachers in the school.
 - iii) The Head Teacher shall serve on a Curriculum Council.
 - iv) The Administrative Time for the Head Teacher shall be determined by the Board.
- b) Consultant - Defined in accordance with the regulations pertaining to Supervisors, Consultants and Co-ordinators.
- c) Acting Administrator
 - i) The Board may assign to a teacher the duties of an administrator (Principal/Vice-Principal) for a temporary period of time not to exceed the balance of the school year in which the assignment is made.
 - ii) No teacher shall be assigned without his/her consent.
 - iii) Acceptance by the teacher of such duties on a temporary basis shall not interrupt the teacher's accumulation of seniority rights or credit for experience under the provisions of this agreement or his/her membership in Local.
 - iv) All provisions of the collective agreement shall apply to the teacher during the term of the assignment.
 - v) The assigned teacher shall not perform the evaluation of teachers under his/her supervision during the temporary assignment.
 - vi) An assigned teacher shall be replaced by an occasional teacher for the duration of the assignment.
- d) Probationary Administrator (Principal/ Vice-Principal)
 - i) A teacher may accept an appointment by the board to fill a vacant position as an Administrator (Principal or Vice-Principal) on a probationary basis for one year.
 - ii) If at the end of the probationary period the teacher elects to resign from his/her appointment, or if the board elects not to continue the appointment for a further period, the teacher shall be entitled to return to the bargaining unit with the seniority and experience the teacher had prior to the appointment.

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- iii) If the teacher exercised his/her right to return to the bargaining unit, the teacher hired to replace the appointed teacher shall be declared redundant, unless there is a vacant position for which the replacement teacher is qualified.

e) Designated Teachers

In the absence of the principal a vice-principal or a Head Teacher, the principal shall appoint a teacher to act on his/her behalf.

- i) A teacher shall not be assigned as a Designated Teacher for more than three consecutive school days except with the approval of the Local. Such assignment shall not exceed 20 school days in a school in a school year.
- ii) No teacher shall be appointed as a Designated Teacher without his/her consent.

- f) Teacher - A person holding a valid certificate of qualification as a teacher in an elementary school (Grades JK -8) in Ontario and who is employed with the Board to teach in the regular day-school programme.

- g) Full-Time Teacher For Salary Purposes - A teacher defined in accordance with the Education Act, the Education Quality Improvement Act and their Regulation whose assigned teaching, supervisory and on-call time during the school day totals 100% of the scheduled school day for the particular school(s) to which the teacher is assigned. The professional responsibilities of a teacher to conduct interviews, attend meetings, organize extra- curricular activities, plan, and those responsibilities under the Education Act the Education Quality Improvement Act and their Regulation are in addition to this definition.

- h) Part-Time Teacher For Salary Purposes - A teacher defined in accordance with the Education Act the Education Quality Improvement Act and their Regulation whose assigned teaching, supervisory and on-call time during the school day is expressed as a percentage of a full-time teacher.

- i) Q.E.C.O. - The Qualifications Evaluation Council of Ontario.

- j) Experience Allowance - An increment paid for actual full or part-time teaching experience in recognition of increased skill and knowledge gained from the teaching experience.

ARTICLE IV - TEACHER CLASSIFICATIONS OF LEVEL

4:01 The Board accepts for classification of level, the Qualifications Evaluation Council of Ontario Programme 4. (February 1989)

- 4:02 a) It is the responsibility of the teacher to obtain and submit the appropriate official documents to the Director of Education to determine: certification (Ontario Teacher's Certificate); qualifications (Ontario Teacher's Qualification Record Card); experience (Statement of Experience issued by a School Board); Q.E.C.O. Statement of Evaluation, and the certificate of a Tuberculin Test.
- b) Until such time as the Q.E.C.O. Statement of Evaluation is submitted, the teacher shall be paid the category for which he/she is deemed qualified, including experience, upon examination of documents by the Director of Education.

4:03 Changes in Evaluation

A teacher who, prior to September 1st of the current school year has met all of the conditions required for a higher Statement of Evaluation, is entitled to an adjustment in salary under the following provisions :

- a) A Letter or Statement of Evaluation from Q.E.C.O., submitted to the Director of Education not later than January 20th of the current school year, entitles the teacher to retro-active salary to September 1st of the current school year.
- b) A Letter or Statement of Evaluation from Q.E.C.O., submitted to the Director of Education not later than June 30th of the current school year, entitles the teacher to retro-active salary to January 1st of the current school year.

4:04 Appeals

- a) The Board and the OECTA Local recognize the right of either party to appeal the evaluation of Q.E.C.O. as indicated on a Statement of Evaluation.
- b) The party making an appeal must notify the other party, in writing, that an appeal is being filed with Q.E.C.O.
- c) Until such time as an appeal is settled, no change in category shall be made based on the evaluation under appeal.
- d) Upon settlement of an appeal, a teacher shall be entitled to full retro-active salary, provided that the evaluation under appeal was submitted within the terms of clause 4:03 above.

ARTICLE V – INTERPRETATIONS

- 5:01 Teachers on Letters of Standing are to be placed in the category to which their academic and professional qualifications equate.
- 5:02 Persons on Letters of Permission without an Ontario Teaching Certificate and who hold a University degree recognized for admission to the Ontario Faculties of Education will be paid 85% of their category A1 placement.
- 5:03 Persons on Letters of Permission without an Ontario Teaching Certificate or a University degree recognized for admission to the Ontario Faculties of Education will be paid 85% of the Pre-Degree category placement.

ARTICLE VI – EXPERIENCE

6:01 Teaching Experience

A teacher who provides verified and documented evidence of teaching experience after graduation from a teacher-training institution shall be entitled to an experience allowance under the following provisions :

- a) Full-time experience shall be recognized in full.
- b) Partial years of experience shall be pro-rated on the basis of one month full- time experience equal to one-tenth of an increment for each month of said partial experience. For the purposes of this clause, twenty (20) continuous full teaching days shall equal one month of experience. (i.e. .5 teacher receives recognition for 5 months teaching experience.)
- c) Occasional teaching experience shall, in accordance with the provisions of this agreement be recognized at the rate of one-tenth of an increment for each 20 continuous full-time teaching days. Part-time occasional teaching shall be pro-rated.
- d) Experience presently recognized by the Board for salary purposes shall continue to be recognized.
- e) A statement of experience submitted to the Director of Education not later than December 31st of the current school year entitles the teacher to retro- active salary to September 1st of the current school year.
- f) A statement of experience submitted to the Director of Education not later than June 30th of the current school year entitles the teacher to retro-active salary to January 1st of the current school year.

6:02 The experience used for the calculation of salaries shall be the experience determined and documented up to September 1st in the current school year.

ARTICLE VII - APPLICATION

7:01 All members of the teaching staff of the Board will be placed in categories and paid according to their qualifications, experience and responsibility as delineated in this agreement.

7:02 The Board reserves the right to withhold for one year, the increment, or in the case of a teacher at maximum, an amount equal to an increment or the negotiated salary increase, whichever is the lesser amount, of a teacher assigned to a school whose work is judged inadequate as attested by a supervisory officer and a principal, and for a teacher not assigned to a school as attested by a supervisory officer, under the following provisions :

- a) That the teacher is notified on or before April 30th in writing;
- b) The notice states why the increment/increase is being withheld;
- c) That a minimum of 3 supervisory reports are filed to substantiate the reason(s) for withholding the increment/increase;
- d) The teacher will be reinstated at the correct point on the salary schedule after one year, if satisfactory improvement is made;
- e) Failing satisfactory improvement, the teacher may be dismissed.

ARTICLE VIII - SALARY SCHEDULES AND ALLOWANCES

8:01 (a) Salary Schedules

See Schedule "A" attached

8:02 Additional Degrees

A teacher who earns a Master's Degree or Doctorate Degree from a Canadian University or a degree recognized by Q.E.C.O., after earning placement in Category A4, shall receive an allowance as follows:

- i) Master's Degree - 1% of the individual's category placement;
- ii) Doctorate Degree - 1.5% of the individual's category placement;
- iii) A teacher will be eligible for only one allowance outlined in (i) or (ii) above. Individuals receiving an allowance for a position which includes a degree outlined above as a qualification for the position, are not eligible for this allowance.

8:03 Responsibility Allowances/Salaries

a) Head Teacher

A Head Teacher shall receive an allowance equal to 2% of the designated teacher's Category Placement of the salary grid.

b) Acting Administrator

The acting administrator shall be compensated at the rate of pay of the administrator being replaced.

c) Consultants

Individuals appointed as consultants will receive an allowance in addition to their grid salary as follows:

- i) Individuals who are qualified according to the Regulations:
-Category Placement plus 8% of the individual's category placement.
- ii) Individuals who are not qualified and appointed in an acting capacity with a Temporary Letter of Approval when required under the Regulations:
Category Placement plus 4% of the individual's category placement.
- iii) Individuals who are incumbents as of September 1, 1991 will not have the amount of their allowance reduced as a result of the application of this clause.

d) Designated Teachers

A designated teacher shall receive an allowance of 10% of his/her regular per diem rate of pay for each day served as a designated teacher. The allowance shall be prorated for partial days.

- 8:04
- a) Part-time teachers shall be paid for such actual part-time teaching in proportion to the salaries and allowances outlined in this agreement. (i.e. A half-time teacher will be paid 50% of any salary and allowance.)
 - b) Teachers appointed part-time to a position of responsibility and teachers receiving any special allowances, shall be paid, in addition to their salary, an allowance in proportion to the amount of time determined for the position.
 - c) When a new position of responsibility is created by the Board, which is not covered by this agreement, any additional responsibility allowance for such position shall be determined in consultation with the Local. This provision does not apply to positions which do not require teacher certification and membership in the Local.
 - d)
 - i) Deductions from salary for days not worked and/or for absences which are authorized without pay under the terms of this Collective Agreement, shall be made in the proportion of the number of days worked (or not worked) to the total number of days in the school year.
 - ii) When a teacher has been over-paid, the refund of monies to the Board shall be made on a mutually agreed schedule within the same school year.

8:05 The Board, when requesting a teacher to take a course:

- a) will, upon successful completion of the course, re-imburse the teacher for the tuition fee;
- b) may pay related expenses deemed necessary, subject to the approval of the Director;

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- c) shall make arrangements with the teacher for tuition fee, related expenses and other financial arrangements prior to the teacher enrolling in the course, subject to (a) and (b) above.
- d) These provisions do not apply:
 - i) to courses required as conditions of employment or basic qualifications as a teacher (i.e. Religious Education qualifications, basic teaching certificate);
 - ii) to courses required as conditions of employment or basic qualifications for a position of responsibility (i.e. Principal's Certificate, Specialist's Certificate).

8:06 Travel Rates shall be paid according to Board Policy on travel allowances. This policy will not be changed without the opportunity for input from the OECTA Local during the term of this agreement.

ARTICLE IX - PAYMENT OF SALARY AND DEDUCTIONS

- 9:01 A schedule of bi-weekly pay dates covering the period of this agreement shall be provided and implemented by the Board.
- 9:02 a) The method of payment shall be by deposit to each teacher's bank account in accordance with the schedule approved in 9:01 above.
- b) All matters relating to the payment of salary shall be sent to the teachers in a confidential manner.
- c) The Board will provide each teacher with a statement of the pay schedule, method of deductions, taxable insurance and Board sponsored savings plans by the end of January.
- 9:03 a) Association fees will be deducted on a bi-weekly basis and remitted as prescribed by legislation and regulation. Should any change in existing legislation or regulation occur, both parties agree to meet and amend this clause by mutual consent.
- b) The OECTA Local Executive may request that the Board collect, as above a levy agreed upon by the Elementary Local Membership in accordance with OECTA Provincial By-Laws.
- c) The Board shall deduct from the pay of each teacher during the months of September, October and November of any given year in three (3) equal instalments and forward to the Ontario College of Teachers the annual membership fee for each teacher in the employ of the Board in January of the following year according to the schedule set out in the *Ontario College of Teachers Act* and Regulations.
- d) The Local shall indemnify and save the board harmless against any claim or liability arising out of the application of clause 9.03.

ARTICLE X - EMPLOYEE BENEFITS

10:01 Eligible Employees

- a) i) Subject to the terms of article 10:02 (e)(i) and (ii) below, the Board agrees to contribute on behalf of each eligible full-time employee, the amount indicated in this article of the billed premium under the plans provided, subject to the terms and conditions of the carrier of each plan.

Part-time employees under contract to the Board, and covered by this collective agreement, shall be eligible for employee benefits under the terms of this article.

The Board agrees to contribute on behalf of each eligible part-time employee, an amount based on the following formula:

$$\begin{array}{rcccl} \text{Carrier's} & & \text{Pro-Rated Time} & & \text{Proportion of the} \\ \text{Billed} & \times & \text{for the Employee} & \times & \text{Board's} \\ & & \text{Premium} & & \text{Contribution} \\ & & & & \text{in this Article} \end{array}$$

The teacher is responsible for payment of the balance of the premium through Payroll deductions.

- b) The contributions of the Board to the premium of each plan provided, shall be subject to the carrier's requirements, and to minimum enrolment requirements.
- c) Eligible employees may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment must be made with the Human Resources Administrator. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.

10:02 Employee Benefit Plans

The following benefit plan descriptions are illustrative only. The official plan documents with the carriers shall govern benefits.

- a) Life Insurance
 - i) Group Life Insurance - 3 times the employee's salary to a maximum of \$75,000 including Accidental Death and Dismemberment.
 - ii) Optional Life Insurance for an employee and/or spouse is available at the expense of the employee, up to \$300,000 for each.
- b) Extended Health and Drug Plan
- c) Dental Plan

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- d) Long Term Disability (Premiums are paid by Employee)
- i) Group plan basic benefit based on 50%, 55%, or 60% of the individual's salary to a maximum of \$5,000.
 - ii) Optional 100 day waiting period at the employee's expense.
- e) i) Subject to Schedule B, the Board shall pay 100% of the premium in effect on September 1, 1996 for the following benefits:
- Group Life Insurance including Accidental Death and Dismemberment
 - Extended Health and Drug Plan
 - Dental Plan

If an increase or decrease in the rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease will be calculated into the cost of the next agreement.

- ii) The employees shall pay 100% of the premium for the Long Term Disability Group Plan Basic Benefit.
- f) Wage Loss Replacement Plan
- i) The employees acknowledge the Board's Wage Loss Replacement Plan and its registration with Human Resources Development Canada, which results in a reduction in employment insurance premiums.
 - ii) The employees agree that the net savings arising from the reduction in premiums has been used to share equally in the funding of an Employee Assistance Programme and for the fees of a Benefit Consultant, and that this practice will continue.
 - iii) The employees agree that, effective January 1, 1998, after funding the above-noted programme and fees, any unused balance will be proportionately distributed as follows:

Board Share = 7/12

Employee Share = 5/12

- iv) The Employee Share shall be distributed to the following groups on the following percentage basis:

Elementary Teachers	52.2%
Secondary Teachers	22.6%
CUPE	17.9%
APSSP	1.5%
Non-Union Staff	5.8%

Each employee group will determine how their share is to be spent (e.g.charity, education or worthy cause).

The Board will transfer each employee group's share of any unused balance on or before February 28 of each year.

- g) Payroll Savings Plan

The Board, in consultation with the OECTA Local Executive will make available payroll savings plans, on the provision that sufficient employees enrol in such plans to make them viable.

10:03 Mandatory Participation Clause

- a) All eligible employees are required to enrol in the Long Term Disability Plan as outlined above.
- b) All eligible employees are required as a condition of employment, to enrol in the Benefit Plans outlined above unless they provide evidence of coverage carried by a spouse.
- c) The Board will provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverage for each employee. Where the employee fails to notify the Human Resources Administrator of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

10:04 Administration of L.T.D.

- a) Individuals who have been granted an L.T.D. Benefit under the terms and conditions of the carrier of the L.T.D. Plan, and who have not resigned from the employment of the Board, shall prepare and submit an application for a Leave of Absence upon receipt of notice from the carrier, that an L.T.D. Benefit has been approved.

- b) Where it has been determined:
 - i) After 2 years on L.T.D., that an individual is totally disabled and cannot return to their normal employment with the Board;

OR

- ii) That the individual has taken up other employment, and/or is eligible for other employment;

Then, the individual shall be considered to have ceased their employment with the Board and the Board shall terminate their contract for health and medical reasons.

10:05 Workplace Safety and Insurance

A teacher who is injured in the course of his/her duty and is unable to perform his/her regular duties and is receiving an indemnity from the WSIB shall be entitled to receive:

- a) Commencing with the date of a compensable accident up until 20 days or equivalent have been used:
 - i) Such benefits as awarded by the WSIB.
 - ii) A supplementary amount to increase his/her earnings after taxes, to an amount equal to net earnings received prior to the injury.
 - iii) The supplementary amount paid shall be divided by the "per diem earnings" of the teacher to determine the equivalent number of days which shall be deducted from the balance of his/her 20 days.
- b) When the balance of credit days or equivalent up to 20 days have been used, the individual shall receive such benefits as awarded by the WSIB.

10:06 The Elementary OECTA Local shall have a representative on the Board/Employee Benefits Review Committee.

ARTICLE XI - LEAVE PLANS

11:01 Sick Leave/Income Protection Plan

1. Sick Leave

a) Definition:

- i) Sick Leave with pay shall be granted for absence due to sickness or acute inflammatory condition of the teeth or gums, including absence to attend medical and/or dental specialists appointments which are not elective in nature.
- ii) The teacher shall submit proof of an appointment.

b) Absences will be deducted from sick leave, but in no case shall a teacher suffer both the loss of pay and the loss of sick leave days.

2. Accumulative Sick Leave Plan

a) Teachers whose contract of employment commenced prior to September 1, 1982 shall be entitled to participate in the Accumulative Sick Leave Plan or the Income Protection Plan. The teacher must opt for either plan by October 31, 1982.

b) Each full time teacher shall be credited with up to 2 days sick leave per month to a maximum of 20 days per year. Part-time teachers shall be entitled to a pro-rated number of sick days. 100% of the unused portion of sick leave in any year shall be accumulated up to 200 days.

c) Subject to the terms and conditions of the carrier of the L.T.D. plan, the teacher is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. plan.

d) A statement of total unused sick leave days will be given to each teacher with the last pay in October, outlining the accumulative sick leave built up in previous years.

3. Income Protection Plan

a) Teachers whose contract of employment commenced after September 1, 1982 shall be entitled to participate in the Income Protection Plan but not the Accumulative Sick Leave Plan.

b) Each full time teacher shall be credited with up to 2 days sick leave per month to a maximum of 20 working days per year. Part-time teachers shall be entitled to a pro-rated number of sick days.

- c) A teacher who, after the 20 working days outlined in 3(b) above, suffers from an illness certified by a physician on a form provided by the Board, shall be entitled to 75% of gross salary for a further 20 days and 67% of gross salary for a further 160 working days if they have been in the employ of the Board for three (3) full calendar months.
 - d) Subject to the terms and conditions of the carrier of the L.T.D. Plan, the teacher is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. Plan.
 - e) When a teacher leaves the employ of the Board, a statement of total unused sick leave for each period of employment will be issued at the request of the teacher.
4. To encourage appropriate use of sick leave, an employee may be required to obtain a certificate on a form provided by the Board from a qualified medical practitioner certifying that the employee is/was unable to carry out his/her duties due to a certified illness. The Local recognizes the right of the Board to require an alternative medical opinion from a physician of its choice, at its expense.

11:02 Funeral Leave

In the event of a death in the immediate family, a teacher shall be allowed up to three (3) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of attending the funeral. In the event of a death in the extended family, a teacher shall be allowed up to one (1) day leave of absence with pay and no loss of sick leave for the purpose of attending the funeral. Leave of absence beyond the day(s) stated shall be granted without pay.

- a) Immediate Family includes spouse, children, mother, father, brother, sister, mother-in-law, father-in-law.
- b) Extended Family includes a teacher's grandparent, aunt, uncle, brother-in-law, sister-in-law, son-in-law and daughter-in-law.
- c) In the event of a death in the immediate or extended family which requires travel to attend a funeral more than 160 km from a teacher's place of residence, the teacher will be allowed up to an additional 2 days leave added to the number of days stated in this clause.

11:03 Parenting Leaves

- a) Pregnancy leaves will be granted in accordance with the provisions of the Employment Standards Act of Ontario.
- b) Parental and Adoption leaves will be granted in accordance with the provisions of the Employment Standards Act of Ontario.
- c) A Parental Leave of up to two days will be granted without loss of salary on the day of, or day after the birth of a child, on the day of the hospital release of the mother.

11:04 Educational Study Leave

- The
- a) An educational study leave may be granted to any applicant covered by this agreement for varying periods of up to one year for the purpose of educational improvement, professional advancement and/or study and research, acceptable to the Board.
 - b) Applications/Eligibility
 - i) A letter stating the intention to apply for an Educational Study Leave shall be submitted to the Board by February 15th of the current school year.
 - ii) The Board's decision will be conveyed to applicants, after considering all applications, on or before April 15th of the year when an application is made. The decision of the Board is subject to the applicant's acceptance into the programme stated in the application.
 - iii) Applicants must have a minimum of three years of successful service to the Board and at least five years of teaching experience.
 - c) Subject to the financial ability of the Board, a suitable applicant(s) shall be granted an Educational Study Leave in any three-year period.
 - d) Terms of the Leave
 - i) A teacher may be granted an Educational Study Leave with pay of up to 75% of the benefits and salary of their placement on the salary schedule, excluding responsibility allowances. Teachers who are granted a leave with pay at less than 75% of their placement on the salary schedule excluding allowances, shall receive 100% of employee benefits as outlined in this agreement.
 - ii) During the Educational Study Leave, an individual shall not get recognition of experience for salary purposes and they shall not accumulate sick leave days.
 - iii) Applicants returning from a leave shall be assigned to a position equal to his/her previous position.
 - iv) During the leave, pension deductions will be continued on the salary being paid.
 - e)
 - i) The successful applicant(s) shall give to the Board a formal pledge in writing to return to his/her duties following the expiration of the leave. He/she shall not resign from teaching service with the Board for a period of at least three years after expiration of leave.
 - ii) The staff member, on being granted a leave, shall sign three (3) promissory notes each covering one-third of salary to be paid on leave. The Board shall surrender one promissory note to the teacher on the completion of each teaching year that the teacher remains with the Board after returning from the leave.
 - iii) A teacher who withdraws from a programme of study shall reimburse the Board for the salary and benefits paid during the period he/she was in the programme. Withdrawal due to illness, accident or death is excluded from this clause.

- iv) A teacher who completes a programme of study and does not resume employment with the Board, shall reimburse the Board in the ratio that unworked months bear to thirty.

11:05 Special Leaves

a) Examination Leave

A teacher who is writing a final examination related to upgrading their teacher qualifications on a school day shall be granted a special leave of one (1) school day with pay provided the request is made five (5) days in advance to a Supervisory Officer.

b) Federation Leave

- i) The President of the Elementary Teachers OECTA Local will be granted an Alternative Employment Plan involving a part-time teaching assignment in a position determined by the Board. The terms and conditions proposed for the A.E.P. Agreement must be mutually acceptable to the Board and the OECTA Local. An application for an A.E.P. must be received by June 1st in any school year. The Board is responsible for the salary and benefits for the portion of time which is allocated in the agreement as the Board's responsibility. This Federation Leave will be considered as experience in the calculation of teaching experience. A OECTA Local member who holds a Position of Responsibility will relinquish the position during the term of office for which an A.E.P. is granted.
- ii) The OECTA Local Executive, or their designates, will be allowed up to twenty (20) days per year collectively to conduct the duties of their offices. The use of such days will be by mutual agreement between the OECTA Local President and the Director of Education and these days may be granted so as to ensure continuity in the schools, programmes.

c) Personal Leave

A Teacher shall be entitled to a personal leave with pay during the school year, upon the occurrence of the following:

- i) if the Teacher is quarantined by the order of the Medical Officer of Health
- ii) if the Teacher is compelled to attend court for jury duty or as a witness under subpoena provided that the teacher remits to the Board any jury fees or witness fees received

11:06 Personal Earned Leave Plan

It is the purpose of this plan to provide personal earned leave for reasons other than sick leave. The plan is intended to relate to the individual employee, give recognition for a record of good attendance and allow for personal leave with pay.

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee for the system.
- b) Each employee with a rate of absenteeism less than the average calculated in (a) above times 110% (i.e. $3.83 \times 110\% = 4.21$) shall be awarded a credit of one (1) day in an earned leave bank as of September 1st in the year following the year of calculation. (i.e. The calculation for the period September 1, to August 31, of each school year will be credited on September 1, of the following school year.)
- c) The personal earned leave bank may accumulate up to a maximum of five (5) personal earned leave days. Part-time employees shall be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year.
- d) Personal earned leave days may be used under the following provisions:
 - i) Any reason at the discretion of the employee, subject to the provisions of this article
 - ii) Employees will endeavour to maintain a day for personal reasons including caring for dependents, attending dependents medical appointments, attending post-secondary graduations, caring for dependents and immediate family members due to illness and bereavement.
 - iii) Where an employee wishes to use a personal earned leave day(s) immediately prior to or following a statutory holiday or holiday period, prior written approval must be given by the Director of Education. These requests will be limited to one (1) per fifteen (15) staff members in a school.
- e) A statement of earned leave days will be issued to each employee by November 30st in each year. Employees may not be credited with any earned leave day prior to the date of credit stated in this clause.

11:07 Retirement

The retirement date for all teachers will be December 31st of the calendar year in which the individual teacher reaches age 65. Teachers may apply for an exemption in order to work beyond the retirement date provided it is mutually acceptable to the Board on a year to year basis and a medical certificate indicated that the individual is medically fit to work is provided.

ARTICLE XII - OECTA LOCAL LIAISON

- 12:01 a) The Board and the Elementary Teachers OECTA Local shall form a joint Liaison Committee made up of the President of the OECTA Local and two members of OECTA Local Executive, the Chairperson of the Board and two persons to represent the Board.
- b) Purposes of the Liaison Committee :
- i) To examine concerns, problems or issues related to the implementation of this agreement, which may arise from time-to-time.
 - ii) To consult and make recommendations on any matters of interest to either party.
 - iii) The deliberations of this committee shall not delete, modify or amend any clause in the collective agreement except as provided in this agreement.
- c) Meetings shall be arranged between the President of the OECTA Local and the Director of Education and they shall meet in each term unless it is mutually agreed that they forgo the meeting for that term.

ARTICLE XIII - DISPUTE RESOLUTION PROCEDURE

13:01 General Application

- a) A grievance is defined as any dispute between the Board and the OECTA Local which relates to the interpretation, application, administration or alleged contravention of this agreement.
- b) The time limits specified in this article are mandatory and failure to meet such time limits will result in abandonment of the grievance by the grievor or automatic referral to the next step of the procedure if violated by the defending party. Should both parties be in default, the grievance shall be deemed to have been abandoned. The date of registration of a registered letter, the date on a courier receipt or the date of hand delivery shall be deemed to be that date of any submission or decision.
- c) The time limits contained herein may be amended by the written mutual agreement of the parties at any stage in a particular dispute or grievance.
- d) A grievance brought by the Board as an entity shall be filed at the Grievance Committee Stage and proceed as prescribed thereafter.
- e) A grievance, to be acceptable under this agreement must be timely must be in writing on the Statement of Dispute or Statement of Grievance forms prepared jointly by the President of the OECTA Local and the Director of Education, make reference to the article(s) violated and be signed by the grievor(s). It must contain a precise statement of the facts relied upon and must contain a statement of the remedy sought.
- f) Members of the OECTA Local who are covered by this agreement will be required to follow the procedures as set out in this Article and no member may appeal directly to any trustee or committee of the Board on a matter of dispute specifically related to this agreement.

13:02 Dispute Resolution Process

- Step 1 Within five (5) school days of the incident giving rise to the dispute or within five (5) school days of reasonably becoming aware of the incident, a member(s) of the OECTA Local shall identify the nature of the dispute to an appropriate Board Official.
- Step 2 The Board Official shall respond verbally or in writing, as appropriate, to the member(s), their proposed resolution of the dispute within five (5) school days of having been presented the dispute in Step 1 above.
- Step 3 In the event that the member(s) is not satisfied with the proposed resolution at Step 2, they may, within five (5) school days, submit a written Statement of Dispute on the appropriate form, to the Director of Education and the President of the OECTA Local.

13:03 Pre-Grievance Stage

- a) Within five (5) school days of the receipt of a Statement of Dispute, the Director of Education or designate shall arrange a meeting(s) with the OECTA Local President or designate to seek a mutual resolution to the dispute.
- b) The Director of Education or designate will give a written response to the dispute allegations to the member(s) and the OECTA Local President within five (5) school days of the meeting(s) held to resolve the dispute at this stage.

13:04 Grievance Committee Stage

- a) In the event that the resolution proposed at the Pre-Grievance Stage is not acceptable to the OECTA Local member(s), the OECTA Local President will examine and investigate the matter in dispute to determine if a Statement Of Grievance is to be filed on behalf of the member(s). The President of the OECTA Local will submit a Statement Of Grievance with the appropriate documentation outlining the reasons to the Director Of Education within five (5) school days of receipt of the response at the Pre-Grievance Stage.
- b) The Director Of Education and the OECTA Local President will arrange a meeting(s) of the Joint Grievance Committee at a mutually agreeable time not to exceed five (5) school days after the receipt of the Statement Of Grievance in 13:04 (a) above. The parties will meet to discuss and examine the alleged violation of the collective agreement, examine documentation, present their rationale and seek a mutually acceptable solution.
- c) The Joint Grievance Committee will be composed of:
 - i) 3 members to represent the Board including the Director Of Education or designate.
 - ii) 3 members to represent the OECTA Local, one of whom must be a member of the local OECTA Local Executive.
 - iii) The Joint Grievance Committee will hold its meetings in private session. While a grievor(s) is not a member, the committee may call the grievor(s) to provide information as appropriate.
- d) The parties will decide independently their decision to settle, abandon or pursue the grievance and will notify the other party of such decision within five (5) school days of the final meeting of the Joint Grievance Committee. Failure to provide written notification will be deemed acceptance of the solution as final and binding.

13:05 Grievance Mediation Stage

In the event that either party rejects the proposed solution of the Joint Grievance Committee, the Director Of Education and the Local President will, on behalf of both parties, jointly request assistance from the Ministry of Labour.

13:06 Grievance Arbitration Stage

- a) In the event that the dispute remains unresolved following the Grievance Mediation Stage, either party may, within ten (10) school days of the completion of the mediation, request submission of the grievance to arbitration.
- b) Submissions of grievances to arbitration shall follow the procedure outlined at section 48(3) or section 49 of the *Labour Relations Act*.
- c) The costs of Arbitration will be borne equally by the parties with the costs of the nominee(s) and representatives of each party to the arbitration process borne entirely by that party.

ARTICLE XIV - WORKING CONDITIONS

14:01 Surplus and Redundancy

1. Definitions

- a) Surplus Teacher-A teacher who, after the staffing needs of a particular elementary school have been determined by the Board, is surplus to that elementary school.
- b) Redundant Teacher-A teacher who, after the staffing needs of the elementary schools have been determined by the Board, is surplus to the elementary schools.
- c) Tenure-A teacher, who is a member of the OECTA Local, shall be considered to have tenure when he/she has successfully completed his/her probationary period.
- d) Non-Tenured Teacher-A teacher, who is a member of the OECTA Local who is on probation.
- e) Continuous Experience-Continuous experience begins when first hired by the Board and is broken when the teacher resigns or the Board terminates their employment and there is an intervening period of non-employment with the Board.

2. General Application

- a) For the general purposes of

Article 14:01, the Board shall, when exercising its responsibility to assign teachers:
 - i) Take into account the classes, programmes, responsibilities and needs of the school system under its jurisdiction.
 - ii) Take into account the particular characteristics of the schools and classes under its jurisdiction.
 - iii) Take into account the qualifications and aptitudes of the teachers in the employ of the Board.
- b) The Board may declare individual teachers ineligible to be declared surplus or redundant because of the special nature of the subject, programme or responsibility of their assignment. The Director of Education shall consult with the President of the OECTA Local before any recommendations are made to the Board pursuant to this provision.

- c) Since teachers are employed to teach for the Board, and not in a particular school, in the event that the Board reduces the number of teachers in any one school as provided in article 14.01 (3) Order of Criteria for Determining Surplus Teachers to a School, the transfer clause in this collective agreement shall be waived and an attempt will be made to place the affected teachers in any available positions for which they are qualified. Teachers who cannot be placed in available positions will be laid off subject to the provisions of article 14.01 (4) Declaration of Redundancy.
- d) Redundancy will be considered to be just cause for the termination of a teacher's employment as provided for under this collective agreement and such termination will not be considered disciplinary.
- e) Subject to paragraph (h) below, tenured teachers who have been laid off pursuant to this article shall be recalled to available teaching positions with the Board in reverse order of lay-off provided that they possess the qualifications required by the Ministry of Education to teach the division, subject(s) and/or programmes for the available position(s).
- f) Teachers who are members of the OECTA Local and whose assignment is less than full-time and whose position becomes redundant, shall relinquish employment with the Board and all rights to recall if they reject more than one (1) assignment to any available full or part-time position offered by the Board.
- g) Teachers who have not been recalled to employment with the Board in accordance with paragraph (e) above within two (2) years of their release shall lose all rights to recall.
- h) Teachers who do not, within five (5) calendar days from the date of posting a registered letter addressed to the teacher's last known address as shown on the Board's records, accept recall to a position offered them by the Board in accordance with paragraph (e) above shall lose all rights to recall.
- i) It is agreed that non-tenured teachers do not have seniority or rights to recall under the terms of this collective agreement. In circumstances, however, where more than one non-tenured teacher possesses the qualifications according to the requirements of the Ministry of Education to teach the division, subject(s) and/or program for the available positions and it is necessary for the Board to determine which of these teachers are
 - a) surplus to a school; or
 - b) shall have their employment terminated for reasons of redundancy; or
 - c) shall be considered for re-hire following termination of their contract for reasons of redundancy

The Board shall give consideration to the amount of continuous experience with the Board possessed by the teachers in question.

3. Order of Criteria for Determining Surplus Teachers to a School

The teacher(s) must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or programme for the available positions.

- a) The first criterion is continuous experience with the Bruce-Grey Catholic District School Board as reflected on the seniority list.
- b) Where continuous experience with the Board is equal, continuous teaching experience in the school in question will be the deciding factor.
- c) Where it is determined by the Board that all factors set out above are equal, a determination will be made by lot conducted by both the Director of Education and the President of the Local.

4. Declaration of Redundancy

Where it is determined by the Board that there may be a surplus of teachers in the elementary schools who cannot be placed in the school system, the following steps will be taken:

- a) The Director of Education shall send a notice to the OECTA Local President and the teachers who may be redundant within seven (7) working days of determining that the redundancy may occur.
- b) Elementary teachers on probation shall be the first group considered for layoff,
- c) If the Board still experiences a surplus of teachers in the elementary schools after all of those non-tenured elementary teachers have been considered for termination, tenured teachers will be considered for termination using the "Order of Criteria for Determining Redundant Teachers" set out below.

5. Order of Criteria for Determining Redundant Teachers

The teacher(s) must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or programme for the available positions.

- a) The first criterion is continuous experience with the Bruce-Grey Catholic District School Board and its predecessor Boards as reflected on the seniority list.
- b) Where continuous experience with the Board is equal, total teaching experience recognized by the Board for salary purposes will be the deciding factor.
- c) Where total teaching experience recognized for salary purposes is equal, a determination will be made based upon qualifications applicable to programme needs.

- d) Where it is determined that all factors set out above are equal, a determination will be made by lot conducted by the Director of Education and the Local President.

6. Seniority List

A teacher's continuous experience shall be used for the purpose of determining their seniority. A teacher's continuous experience shall be as reflected on the seniority list. The Board will prepare and make available to the OECTA Local President, and each school, seniority lists as follows:

- a) A seniority list for teachers in each school.
- b) A Board-wide seniority list for teachers in the system.
- c) This list shall be posted in each school by October 31 of the school year

14:02 Professional Development Committee

The Board will designate one Professional Activity Day on the school year calendar as a OECTA Local Day for the professional development of the members of the OECTA Local which will comply with the Education Act, the Education Quality Improvement Act and their regulations and be planned by a joint Board/OECTA Local Committee.

- a) The Local Professional Development Committee and three persons designated by the Director of Education will be responsible for conducting periodic staff professional development needs assessments.
- b) The joint committee will plan activities which are consistent with system priorities and address the needs identified in the needs assessment.
- c) The Local Professional Activity Day will be funded by the OECTA Local and make use of Board resources and facilities as appropriate.

14:03 Personnel Files

- a) In all aspects related to files, personal and personnel information relating to employees, the Board and the OECTA Local will comply with the provisions of the Municipal Freedom Of Information and Protection of Privacy Act and any amendments thereto.
- b) The Board shall inform members of the OECTA Local of any third party documents which are placed in their personal/personnel file. It is understood that this clause only applies to third party documents (eg. a letter from a parent to the Director regarding a teacher's performance) received on or after September 1, 1993.

- c) Teachers have the right to examine any personal/personnel files related to themselves subject to any requirements to sever third party information or otherwise protect information under the Act. Such examination will be provided under supervision within ten (10) working days through an information request as provided by the Act where the Board requests the employee to do so.
- d) Reasonable requests by a teacher for copies of information contained in their personal file will be met as provided for in the Act.
- e) Three (3) years after an unsatisfactory report has been made on a teacher, it will be removed from the teacher's personnel file on written request, provided the teacher has improved in the area(s) of weakness indicated. The Director shall confirm in writing, that the reports have been removed from the teacher's personnel file.

14:04 Transfers

- 1) If a transfer occurs during the school year at the request of the Board :
 - a) Teachers may be transferred only by mutual agreement.
 - b) The Teacher shall be notified in writing ten (10) school days before the proposed transfer except in case of emergency.
 - c) The teacher shall be granted a number of days leave of absence with pay, in which to relocate himself/herself. The number of days in question shall be determined by the Board in consultation with the teacher.
- 2) If a transfer is to occur at the end of the school year at the request of the Board :
 - a) A teacher shall be notified in writing on or before June 15 of the year in which a transfer is to take place.
 - b) A reasonable transfer from one school to the new school shall not involve more than 32 kilometres one way.
 - c) Teachers may be transferred by mutual agreement. It is understood that transfers by mutual agreement may be initiated by the teacher or the Board.
 - d) Moving Expenses
 - i) Moving expenses shall be defined as those expenses charged by mover to move a teacher's personal and household effects from one place of residence to a new place of residence.
 - ii) A teacher shall be paid for moving expenses incurred when a transfer requested by the Board exceeds the distance specified in article 14:04 2(b) above and the teacher moves within 2 years of the transfer.

- iii) The Board reserves the right to engage the service of a mover of its choice to relocate the teacher after receiving a minimum of two quotations.

3) Transfer Requests

Teachers requesting a transfer shall apply in writing on the official application form to the Director, by April 1st, for a transfer and shall inform the Principal of his/her request.

- 4) The transfer of a teacher within the terms of this Collective Agreement shall not be the subject of a grievance or arbitration.

14:05 Alternative Employment Plans (A.E.P.)

1) Definition

Alternative Employment Plans are proposals submitted and approved under this clause which involve the individual teacher in an employment programme where the teacher:

- a) Works less than full-time in a job-sharing situation.
- b) Works full-time but receives less than full-time salary in order to make provision for a paid leave of absence.

2) Eligibility

- a) A.E.P. proposals may be submitted by any individual teacher who has successfully completed their probationary period to the Board and who has a minimum of 3 years of continuous experience with the Board.
- b) No proposal under this plan will be considered where the teacher applicant is already involved in, and has not fulfilled all of the requirements of a previous leave plan and/or A.E. Plan.

3) Application

- a) Individuals interested in A.E.P. shall make written application to the Director of Education on or before February 1st of any school year.
- b) Written applications shall outline the type of A.E.P. programme the teacher wishes to participate in and the general proposed provisions of the proposal.

4) Definitions

- a) Deferred Salary Plan is a plan whereby a teacher chooses to work for less than their regular salary in order to make provision for a paid leave of absence.
- b) Job-Sharing is defined as outlined in the regulations under the Teachers' Pension Act.

5) Approval

- a) Approval of proposed agreements for Alternative Employment Plans shall rest solely with the Board.
- b) Where a proposed agreement is acceptable to the individual and approved by the Board, it shall be signed by each party to the agreement; that is, the individual and the Board, and implemented in accordance with this clause and the provisions of the agreement.
- c) Any concerns or issues arising from A.E.P. proposals shall be referred to the Board/OECTA Local Liaison Committee.

14:06 Posting Of Positions

- a) All vacant or newly created teaching positions or positions of responsibility as of June 1st will be posted at each school for the consideration of staff currently employed by the Board.
- b) If positions of responsibility provided for under this agreement become vacant or are newly created between the beginning of the school year and June 1 and the Board has not temporarily appointed a member of the Local to fill the position, the Board will post the position at each school for the consideration of staff currently employed by the Board before advertising the position externally.
- c) Teachers applying for a posted vacancy must apply within 5 school days of a posting.

14:07 Administration of Medication to Students

The Board policy on Health Services and Medication shall not be changed without the opportunity for input from the OECTA Local during the term of this agreement.

14:08 Tax/School Support

Adherence to the philosophy of Catholic Education imposes the obligation on teachers in the Catholic school system to direct their school taxes to the support of that school system unless they are prevented from so doing by law or extenuating circumstances.

14:09 Lunch Break

- a) The scheduled lunch break and eating period will comply with the Education Act, the Education Quality Improvement Act and their Regulations thereunder.
- b) Notwithstanding (a) above, a principal and his/her staff may schedule and arrange the noon hour in a manner which is agreed upon by the school staff.

14:10 Elementary School Staffing

The Board will staff the elementary schools in the school system subject to its financial ability, the availability of qualified and acceptable staff and the availability of classroom space as approved by the Ministry of Education and as required under section 170.1 of the Education Act, the Education Quality Improvement Act and their Regulations, as might be amended from time to time.

The Board will endeavour to limit the integration of students with identified exceptionalities to an appropriate number based on the severity of the exceptionality and the assistance available to the classroom teacher.

14:11 Instructional Load and Teaching Time

The instructional teaching time will be in accordance with the provisions of the Education Act, the Education Quality Improvement Act and their Regulations.

14:12 Workplace Harassment

The Board Policy on Workplace Harassment will not be changed without an opportunity for input from the OECTA Local during the term of this agreement.

14:13 Health And Safety

The Guidelines for the Structure and Function of the Joint Health and Safety Committee will not be changed without an opportunity for input from the OECTA Local during the term of this agreement.

Letter of Intent

Teacher Assault

The Board will review its policy concerning “teacher assault” in consultation with the Local and shall give full consideration to the OECTA proposed procedure in doing so.

Letter of Understanding

The Board agrees to administer and allocate preparation time under article 14.11 in the same manner as has been the practice under the 1996-1997 collective agreement between the parties.

Letter of Understanding II

If the Teacher Assault, Health and Safety and Workplace Harassment Policies are reviewed during the term of this agreement the Board shall request the appointment of an OECTA representative to the committee. This request will be made to the President of the Local.

Letter of Understanding III

A committee with one (1) representative from each of the six (6) bargaining units, two (2) trustees and two (2) members of the Board's administration staff shall meet to review the Income Protection Plan, the Long Term Disability Plans and the Sick Leave Plans to determine if any monetary savings can be achieved by the Board in restructuring the application of these Plans.

The committee will report and/or provide its first update to the Board of Trustees by no later than June 30, 1999, and every four (4) months thereafter as required. If the committee's final report to the Board of Trustees concludes that a restructuring of the application of these Plans can either be of equal cost to the Board or result in monetary savings to the Board the parties agree that within a month after the release of the final report to the Board of Trustees to meet and attempt to negotiate a revision to the Plans as they currently exist in the parties' collective agreement.

It is agreed by the parties that the cost of a benefit consultant shall be part of the fees of the Benefit Consultant as provided for under article 10.02(f)(ii)-Wage Loss Replacement Plan.

Bruce-Grey Catholic District School Board

Schedule A
OECTA Elementary Local

Salary Schedule Effective: 1998-09-01 to 1999-08-31

Years of Experience	Pre-De gree	A1	A2	A3	A4
0	26622	28937	30651	33574	35943
1	28360	30826	32685	35888	38412
2	30098	32715	34719	38202	40881
3	31836	34604	36753	40516	43350
4	33574	36493	38787	42830	45819
5	35312	38382	40821	45144	48288
6	37050	40271	42855	47458	50757
7	38788	42160	44889	49772	53226
8	40526	44049	46923	52086	55695
9	42264	45938	48957	54400	58164
10	44002	47827	50991	56714	60633
11	45740	49716	53025	59028	63102
12	47478	51605	55059	61342	65571
Experience Allowance	1738	1889	2034	2314	2469

Bruce-Grey Catholic District School Board

Schedule A
OECTA Elementary Local

Salary Schedule Effective: 1999-09-01 to 2000-08-31

Years of Experience	Pre-De gree	A1	A2	A3	A4
0	26888	29226	30958	33910	36302
1	28644	31134	33012	36247	38796
2	30399	33042	35066	38584	41290
3	32154	34950	37121	40921	43784
4	33910	36858	39175	43258	46277
5	35665	38766	41229	45595	48771
6	37421	40674	43284	47933	51265
7	39176	42582	45338	50270	53758
8	40931	44489	47392	52607	56252
9	42687	46397	49447	54944	58746
10	44442	48305	51501	57281	61239
11	46197	50213	53555	59618	63733
12	47953	52121	55610	61955	66227
Experience Allowance	1755	1908	2054	2337	2494

Bruce-Grey Catholic District School Board

Schedule A
OECTA Elementary Local

Salary Schedule Effective: 2000-09-01 to 2001-08-31

Years of Experience	Pre-De gree	A1	A2	A3	A4
0	27157	29519	31267	34249	36665
1	28930	31446	33342	36609	39184
2	30703	33373	35417	38970	41703
3	32476	35300	37492	41330	44221
4	34249	37227	39567	43691	46740
5	36022	39153	41642	46051	49259
6	37795	41080	43716	48412	51777
7	39568	43007	45791	50772	54296
8	41341	44934	47866	53133	56814
9	43114	46861	49941	55493	59333
10	44886	48788	52016	57854	61852
11	46659	50715	54091	60214	64370
12	48432	52642	56166	62575	66889
Experience Allowance	1773	1927	2075	2361	2519

MEMORANDUM OF AGREEMENT

All elementary teachers in the employ of the Board on September 1, 1998, who have been employed by the Board as a elementary teacher since September 1, 1997, will be granted a one-time payment of five hundred (\$500.00) dollars, subject to statutory deductions, on September 30, 1998. This payment will not have an impact in any form upon the elementary teachers' salary grid.

This one-time payment will be prorated for part-time elementary teachers.