

Huron-Perth Elementary OECTA Collective Agreement

1998 - 2000 COLLECTIVE AGREEMENT

Between

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called "The Board")

AND

THE UNIT OF O.E.C.T.A.

representing the Elementary Teachers employed by

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called "The Teachers")

PREAMBLE:

The common goal of the Board and Teachers is to provide the best possible Catholic educational service for the Catholic school children of the Huron-Perth Counties: to achieve that common goal it is essential that the Board and Teachers maintain the harmonious relationship which exists between them.

The Teachers and the Board agree that funding for this Collective Agreement is provided through a combination of Provincial Grants and local taxes. They further agree that the viability of the system depends wholly on the continuation of commitment to the values of Catholic Education, and expect therefore, that Teachers employed by the Board will direct their property taxes to the support of Separate Schools, except where prohibited by law to do so.

ARTICLE I: DEFINITIONS

- 1.01 a) The term "Teacher" shall include those definitions as contained in The Education Act and the Regulations.
- b) The term "Director" shall be deemed to include his/her "designate" for the purpose of this Collective Agreement unless specified otherwise in an individual article.
- c) "Principal" means a teacher appointed by the Board to perform in respect of a school the duties of a principal under the Education Act and the regulations.
- d) "Vice-Principal" means a teacher appointed by the Board to perform in respect of a school the duties of a vice-principal, in accordance with the regulations under the Education Act.
- e) "Co-ordinator" means a teacher appointed by the Board, in accordance with the regulations under the Education Act, to supervise or co-ordinate the subjects or programs as approved by the Board.
- f) "Consultant" means a teacher appointed by the Board, in accordance with the regulations under the Education Act, to act as a consultant for the teachers of the subjects or programs as approved by the Board.

ARTICLE II: RECOGNITION

- 2.01 The Board shall recognize O.E.C.T.A. as the sole negotiating agent for the Teachers.
- 2.02 The terms of this Agreement shall apply to all Teachers unless specifically stated otherwise.
- 2.03 The Board shall recognize the right of the Teachers to authorize the Ontario English Catholic Teachers' Association, legal counsel or agent to represent the Teachers and/or negotiate on their behalf.
- 2.04 The Teachers shall recognize the right of the Board to utilize the services of the Ontario Catholic School Trustees Association, legal counsel or agent to represent the Board and/or negotiate on its behalf.

ARTICLE III: MANAGEMENT & TEACHER RIGHTS

- 3.01 a) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of The Labour Relations Act, The Education Act, The Constitution Act of 1867 and the regulations of the Ministry of Education.
- b) i) Every provision of this agreement shall be construed in such a way as to enhance and to give full effect to the denominational rights of Roman Catholic separate school supporters and the Board under section 93 of the Constitution Act, 1867.
- ii) 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 Catholic separate school supporters and the Board under section 93 of the Constitution Act, 1867.
- c) i) No Teacher shall have a disciplinary notation entered on his/her file, be suspended, be dismissed or be demoted without just cause.
- ii) No Teacher shall be transferred for disciplinary reasons.
- iii) For reasons other than redundancy, the Board shall provide the teacher with 20 teaching days written notice of termination of employment or payment in lieu of such notice. The reason for termination shall be provided, in writing, to the teacher by the Board.
- iv) The reason for termination shall be sent by registered letter to the teacher's last known address or via hand delivery by the Director of Education or designate.
- v) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article XIV and Article XV of the collective agreement.

3.02 Teacher Rights

The teachers employed by the Board have all rights and privileges granted by this agreement and by applicable Federal and Provincial Acts and regulations.

ARTICLE IV: NEGOTIATIONS DATA

- 4.01 a) The Board shall make available to the authorized Teachers' representatives, upon request, a list of qualifications, experience and total salary for each Teacher including a costing of the endrate grid as well as a statement of the number of participants in each of the benefit plans offered by the Board, the current premium rates, and the Board's cost for the provision of the total benefit package as at January 31, as well as staffing reports similar to those found in Appendix VI and VII of the Board's Report to the Factfinder (1988), when available.
- b) It is understood and agreed that the Board will make available the information requested in Article 4.01 a) subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, 1989.

ARTICLE V: COMMITTEES

5.01 Meeting Times and Place

Meetings for the following committees will be held at the Board Office outside of the regular school day unless determined otherwise by the Director of Education or designate: Employment Equity, Benefits, Employee Assistance and Cooperative Communication. These meetings shall be scheduled, as the need arises, when there are sufficient agenda items to warrant a meeting or if either party requests a meeting.

5.02 Employment Equity

The Board shall establish an employment equity committee for all its employees. Teacher representation shall consist of one (1) teacher to be appointed by the Executive of their local OECTA Unit.

5.03 Cooperative Communications Committee

A Teachers' Cooperative Communications Committee and a Board's Cooperative Communications Committee shall be established.

- a) The Board's committee shall be comprised of three members appointed by the Board.
- b) The Teachers' committee shall be established jointly by the teachers of the Huron-Perth Elementary Unit and the Huron-Perth Secondary Unit. The Executive of the Elementary Unit shall appoint two (2) of their members to serve on this committee.
- c) Notwithstanding Article 5.03 b), a Teachers' committee composed of three Elementary Teachers appointed by the Executive of the Elementary Unit may meet jointly with the Board's Committee to discuss any topic of interest that relates exclusively to the Elementary panel.
- d) The committees shall meet jointly as the need arises. Meetings may be cancelled by mutual agreement.
- e) The committees may make joint or separate recommendations which will be presented by the Board's Committee to the Board for its consideration. These recommendations will likewise be presented by the Teachers' Committee to the Huron-Perth O.E.C.T.A. Unit representing the Elementary Teachers for their consideration.
- f) The Board shall provide secretarial assistance and minutes for each meeting.
- g) The committee shall not negotiate any terms or conditions of employment.
- h) Any topic of interest to either committee may be placed on the agenda by providing notification two weeks prior to a meeting to the administrative contact assigned by the Board to serve as secretary.

5.04 The Board shall establish a Health and Safety Committee for all its employees. Teacher representation shall consist of one teacher to be appointed by the Executive of the Elementary Unit.

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- 5.05 When the Board request OECTA Elementary representation on Curriculum committees or a Board sponsored committee and these meetings and meetings referred to in Article 5.01 and Articles 5.04 are held during the instructional day, as determined by the Director of Education/designate or pertinent legislation, occasional teachers shall be employed to cover teachers' release time from classroom instruction when necessary. The Occasional Teachers salary shall be the Board's responsibility. This article is not applicable to Teacher/Board negotiations, mediation, arbitration and/or federation related activities.
- 5.06 When Elementary Teacher representation is requested by the Board on any Board Committee, the committee shall include a representative appointed by the Executive of the Elementary Unit.

ARTICLE VI: DURATION

- 6.01 a) This Collective Agreement and all its Articles in it shall have effect from September 1, 1998, until midnight, August 31, 2000.
- b) Either Party desiring to propose changes to this Agreement shall , by April 15 immediately prior to the end of this agreement, give notice in writing to the other Party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement, unless mutually agreed to otherwise by both parties.
- c) There shall be no strike or lock-out, as defined in the Labour Relations Act, during the term of this agreement or any renewal of this agreement.

ARTICLE VII: PLACEMENT

- 7.01 Category definitions shall be those established by the Qualifications Evaluation Council of Ontario (QECO) Program IV.
- 7.02 a) All teaching experience subsequent to graduation from Ontario Teachers' Colleges, and Colleges of Education or their recognized equivalent, will be recognized in full.
- b) All teaching experience on a teaching certificate for which the Ministry of Education or the Ontario College of Teachers issues a Letter of Standing will be recognized in full.
- c) All partial years of experience on a teaching certificate, recognized for pension purposes, will be recognized for salary purposes when the Teacher has accumulated a full year of teaching experience. When the year of experience referred to is reached on or before the 15th of the month, the adjustment in salary will be effective on the 1st day of that month. When the year of experience referred to is reached after the 15th of the month, the adjustment in salary will be effective on the 1st of the month following. Where the Board and a teacher disagree as to teaching experience, it is understood that the method of calculation for days, months, and years for the purpose of this article will be the calculation made by the Teachers' Pension Plan.
- 7.03 a) No Permanent or Probationary Teacher with the Board for the period September, 1998 through August, 1999 will suffer the loss of gross salary and allowances received during the school year 1997-98 because of any clause or article in this Agreement except when the responsibility for which an allowance is paid is reduced or removed, in which case the Teacher shall be notified in writing by May 1, 1998 for the school year 1998-99.
- b) No Permanent or Probationary Teacher with the Board for the period September, 1999 through August, 2000 will suffer the loss of gross salary and allowances received during the school year 1998-99 because of any clause or article in this Agreement except when the responsibility for which an allowance is paid is reduced or removed, in which case the Teacher shall be notified in writing by May 1, 1999 for the school year 1999-2000.
- c) All teachers will be paid according to their positions on the Salary Schedule as determined by their QECO IV certification, experience, allowances for responsibility and percentage time of their employment with the Board.
- d) i) It will be the responsibility of the Teacher to present to the Director, the Teaching Certificate issued by the Ontario College of Teachers, QECO IV Certificate along with evidence of special qualifications and years of teaching experience to qualify for placement on the current Salary Schedule. QECO certification earned prior to September 1, being submitted for placement in a higher level, must be received by the Director on or before December 15 of the contract year to receive retroactive pay to September 1. QECO certification earned prior to January 1, being submitted for placement in a higher level, must be received by the Director on or before March 31 of the contract year to receive retroactive pay to January 1. QECO certification earned after January 1, or received by the Director after March 31 will receive recognition and pay at the advanced level effective September 1 of the next school year.

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- ii) If an earned QECO Certificate for placement in a higher level has not been received, the Teacher must advise the Director, in writing, of the anticipated advancement in level no later than the above dates. Such advice will entitle the Teacher to retroactive pay when the QECO Certificate is received and presented to the Director. Otherwise, pay for the advanced level will commence on the date the Certificate is presented.

ARTICLE VIII: SALARY SCHEDULE AND ALLOWANCES

8.01 a) September 1, 1998 to August 31, 1999

Years Exp.	A	A-1	A-2	A-3	A-4
0	29437	30197	32105	34241	36567
1	31197	32003	34007	36450	38913
2	32951	33798	35909	38643	41259
3	34706	35598	37801	40851	43605
4	36465	37403	39714	43049	45956
5	38219	39204	41611	45252	48302
6	39974	41014	43529	47461	50648
7	41733	42809	45426	49659	52999
8	43488	44610	47328	51857	55340
9	45247	46410	49230	54060	57696
10	47002	48215	51138	56253	60047
11	48761	50021	53035	58456	62388
12	50521	51816	54942	60665	64734

b) September 1, 1999 to August 31, 2000

Years Exp.	A	A-1	A-2	A-3	A-4
0	30026	30801	32747	34926	37298
1	31821	32643	34687	37179	39691
2	33610	34474	36627	39416	42084
3	35400	36310	38557	41668	44477
4	37194	38151	40508	43910	46875
5	38983	39988	42443	46157	49268
6	40773	41834	44400	48410	51661
7	42568	43665	46335	50652	54059
8	44358	45502	48275	52894	56447
9	46152	47338	50215	55141	58850
10	47942	49179	52161	57378	61248
11	49736	51021	54096	59625	63636
12	51531	52852	56041	61878	66029

c) It is understood that the Teacher Pay Equity Plan places a teacher in Level "A" for salary purposes when the QECO certification rates the teacher in Levels "D", "C", or "B".

d) The Board will deduct O.E.C.T.A. fees in 26 equal instalments in the pay period provided the scale of rates for the year is received no later than August 15 prior to the school year commencing September. In the event that the rate has not been received by that date, the rate in effect for the previous school year will be used and adjusted retroactively when the new rates become available.

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- e) The Board shall deduct the College of Teachers Fee in January of each school year for each teacher in the employ of the Board.
- f) Teachers shall be paid in twenty-six (26) equal instalments, September to December (9), January to August (17) by direct bank deposit, commencing on the first teaching Friday in the school year and every second Friday thereafter until such time as the total annual salary has been paid.
- g) Notwithstanding the payment plan set out in 8.01 f), a Teacher may request and the Board shall pay the balance of the annual salary with the last pay period in the month of June. The Board will enclose with the Teacher's first pay slip in May, a request form for direction in this regard, which must be completed and returned within ten (10) school days if selecting this option.
- h) A Teacher employed for less than a full school year shall receive proportionate wages, calculated on a daily basis, upon the following formula:

$$\frac{\text{days worked by the teacher}}{\text{school days in the school year}} \quad \times \quad \text{teacher's annual salary}$$

8.02 Designate Teacher

- a) The Principal shall designate a Teacher, subject to the approval of the appropriate supervisory officer, to take charge of the school in his/her absence in schools where the Principal is in charge of more than one school. The designated Teacher shall be paid an allowance of 2% of the maximum of Level A4 per annum, pro-rated at 10% per month should the term of responsibility be for less than a full school year.
- b) In schools that do not have a vice-principal, the Principal shall designate a Teacher, subject to the approval of the appropriate Supervisory Officer, to take charge of the school in his/her absence for any reason. For the school year 1998-1999, an allowance of Five Hundred and eighty-eight Dollars (\$588.00) per annum shall be paid, pro-rated at 10% per month should the term of appointment be less than a full school year. For the school year 1999-2000, an allowance of Six Hundred Dollars (\$600.00) per annum shall be paid, pro-rated at 10% per month should the term of appointment be less than a full school year.

8.03 Acting Administrator

- a) The Board may assign to a teacher the duties of an administrator (Principal) for a temporary period of time not to exceed ten (10) teaching months.
- b) No teacher shall be assigned without his/her consent.
- c) 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 provision of this agreement or his/her membership on the local Unit of the OECTA.
- d) All provisions of this collective agreement shall apply to the teacher during the term of assignment.

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- e) The assigned teacher shall not perform the evaluation of teachers under his/her supervision during the temporary assignment.
- f) The assigned teacher shall be paid 95% of a Principal's salary, pro-rated should the term of responsibility be for less than a full school year.
- g) The assigned teacher shall be replaced by an occasional teacher for the duration of the assignment.

8.04 Term Appointment of Consultants and Responsibility Allowance

- a) Consultants will be appointed by the Board for a term of up to three (3) years and may, subject to the approval of the Director, be renewable for one year at a time. For purposes of this article, the incumbent Consultant that was appointed as a Consultant as of September 1, 1987 will be deemed to have tenure.
- b) Consultants will be paid a responsibility allowance of 11% of A4 maximum or the allowance paid an elementary Vice-Principal whichever is the greater.

8.05 Coordinators' Responsibility Allowance

Coordinators will be paid a responsibility allowance of 20% of A4 maximum or the allowance paid an elementary Principal whichever is the greater.

8.06 Allowances for Additional Qualifications

- a) Commencing September, 1989, the Board will pay a Teacher presently in Category A4 who earns a Specialist or Honour Specialist Certificate, Masters' Degree, or Doctorate Degree recognized by QECO which has not been used to determine Category placement in A4, a one-time allowance as follows:
 - i) Specialist or Honour Specialist or Principals' Certificate - \$500
 - ii) Masters' Degree - \$1,000
 - iii) Doctorate Degree - \$1,500
- b) It is the responsibility of the teacher to provide to the Director evaluation by QECO to qualify for these allowances.
- c) Prerequisite courses required for entry into the Specialist or Honours Specialist course may not have been used to determine Category placement in A4 for the purpose of this article.
- d) As an alternative to this allowance upon the request by the teacher, a Professional Development Credit in the same amount may be assigned to the teacher for use upon submission of expenses.

8.07 Obtaining Occasional Teachers

The responsibility for ensuring that an Occasional Teacher is obtained to replace a teacher that is absent lies with the principal. A teacher who will require an Occasional Teacher replacement is only required to notify the principal or his/her designate. No additional workload/supervision will be assigned to any member of the school's teaching staff because a teacher is appointed as the principal's designate to acquire the services of Occasional Teachers. OECTA members shall only obtain Occasional Teachers on a voluntary basis.

8.08 Travel Allowance

Teachers required to use their own private transportation for school activities, upon prior authorization by the Director, will be paid 32 cents per kilometre.

ARTICLE IX: BENEFIT PLANS

9.01 Definitions:

- a) Full Time Employee - means a probationary or permanent employee whose employment at September 1 each year is equal to or greater than 50% of a full-time teaching position, and
- b) Part-time Employee - means a probationary or permanent employee whose employment at September 1 each year is less than 50% of a full-time teaching position.
- c) Dependent - means an employee's spouse and unmarried children, excluding any of the following:
 - any person who qualifies as an employee
 - any person residing outside of Canada or the United States
 - any child who has attained age 21

A child up to age 25 is considered a dependent if he/she is in full-time attendance at a bona fide diploma or degree granting institution.

No person may be considered to be dependent of more than one employee.

- d) Eligible Employee - means a permanent full-time or permanent part-time Teacher who has not filed with the Board evidence of coverage as provided by spouse, or other exemption certificate.
- e) Age 65 - means an employee's 65th birthday.

9.02 Semi-Private Hospital Insurance - unlimited (Liberty Health or equivalent) The Board will participate in the cost of single or family coverage as requested by the employee at:

- a) 90% for a full-time employee, and
- b) 45% for a part-time employee

9.03 a) Extended Health Care (Liberty Health or equivalent) An extended Health Care plan including a Vision Care provision of \$175/24 months is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at

- a) 90% for a full-time employee, and
- b) 45% for a part-time employee.

- b) Extended Health Care (Liberty Health or equivalent) Article 9.03a) will be replaced with this article effective January 1, 1999. An extended Health Care plan including a Vision Care provision of \$200/24 months is provided and is a condition of employment for all eligible employees. The total yearly maximum payable per person for professional services as outlined by the insurer being that of a psychologist, speech therapist, podiatrist, osteopath, naturopath, masseur, chiropractor, and/or physiotherapist shall be \$450.00 for each type of professional practitioner. The limit per visit established in the

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Plan shall be \$30.00 per visit. The Board will participate in the cost of single or family coverage as requested by the employee at

- a) 90% for a full-time employee, and
 - b) 45% for a part-time employee.
- c) Effective January 1, 1999 the Board shall retain the EI rebate until the premium for this additional coverage has been paid in full.

9.04 Dental Insurance Plan (Liberty Health Plan No. 9 with Riders 2, 3 and 4 to a maximum of \$2,000 per family member)

(Current ODA Fee schedule, less two years)

A Dental Insurance plan is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at

- a) 90% for a full-time employee, and
- b) 45% for a part-time employee

Note: "Current O.D.A." means "at September" of the contract year.

9.05 Group Life Insurance (OTIP or equivalent)

- i) A Group Life Insurance Plan, to age 65, is provided and is a condition of employment to the extent of 2 X earnings to the nearest 1,000 including AD & D for full-time and part-time employees with 80% of the premium paid by the Board. A teacher may elect for an additional 1 X earning with the additional premium paid by the teacher.
- ii) Dependants' Life is made available in the amount of \$10,000 for spouse and \$5,000 for wholly dependent children with the full cost being paid by the employee.

9.06 Deluxe Travel Insurance (Liberty Health or equivalent)

A Deluxe Travel Assistance Program (out of country) is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at:

- a) 90% full time employee
- b) 45% part time employee

9.07 Long Term Disability Income Plan (CPP Primary Offset)

The Board will make available to "full-time" and "part-time" Teachers for a period of disability from the sixty-first (61st) working day, (terminating when the teacher qualifies for a pension or until age 65, whichever first occurs), a wage-loss replacement plan as provided by OTIP, Option D, having a monthly benefit of 100% of monthly income while sick-leave credits exist (4 days for each day of qualified disability charged to sick leave) and 60% thereafter plus contributions to Teachers' Pension Plan Board (T.P.P.B.), provided that:

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- a) The Board is not required to participate in the cost except to the extent of administrative services, and
- b) The annual cost is deducted from the Teacher in the same ratio as the salary schedule at Article 8.01 d).
- c) It is understood by both parties that the carrier of the plan can be changed by the consensus of the Board and the Board's various employee groups.

9.08 Benefits Committee

The Board shall establish a Benefits Committee for all employee groups. Teacher representation shall consist of two Teachers to be appointed by the local OECTA Executive.

ARTICLE X: LEAVE PLANS

10.01 Sick Leave

- a) The Board shall accumulate for each full-time Teacher the unused balance of the twenty (20) days sick leave per year to maximum total of 200 days.
- b) Permanent part-time Teachers shall be allowed the pro-rated number of sick days per year in accordance with their teaching time, with the unused balance accumulated to a maximum of 200 days.
- c) It is the responsibility of the Teacher to present to the Director a statement of accumulated unused sick leave being brought forward from the Teacher's last Board.
- d) The Director shall present to each Teacher, with the final payment for each school year, a statement of accumulated unused sick leave days.
- e) To qualify for an absence due to illness, the Principal must certify the absence. For continuous absence exceeding three (3) days, a medical or dental doctor's certificate may be requested by the Board and if there is a charge for the certificate, it will be paid by the Board. Payment for days absent because of illness in excess of twenty (20) days in any one school year will be charged against accumulated unused sick-leave days, if any, and will reduce the accumulation accordingly.
- f) When the accumulated sick-leave days have been exhausted, the Teacher shall request, with medical evidence, a leave of absence which shall be automatically granted for up to the remainder of that contract year. The extension of such leave shall be requested annually on or before May 1 with similar evidence.

10.02 Juror, Witness, Quarantine

- a) A teacher is entitled to salary despite absence from duty by reason of a summons to serve as a juror, or a summons to serve as a witness in any proceeding to which the teacher is not a party or one of the persons charged, provided that the teacher pays the Board any fee, exclusive of travelling and living allowances, that the teacher receives as a juror or as a witness. The days shall not be deducted from the sick leave credits.
- b) A teacher that cannot report to work due to a quarantine by order of the medical health authorities for which he /she is not ill, is entitled to salary despite absence from duties and the days shall not be deducted from sick leave.

10.03 Compassionate Leave

- a) A Teacher is entitled to leave without loss of pay for a period of up to five (5) days for the purpose of attending the funeral of a member of his/her immediate family (spouse, children, mother, father, brother, sister, grandmother, grandfather, grandchildren, guardian, brother-in-law, sister-in-law) or the immediate family of his/her spouse (mother, father, sister, brother, grandmother, grandfather, guardian). The Teacher will notify the principal of his/her absence.

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- b) A Teacher may be granted a leave with the approval of the Principal without loss of pay for a period of one (1) day for the attending of a funeral of any other relative not mentioned in a) above.
- c) The Director may, at his/her discretion, allow a leave of absence of one (1) day without loss of pay to attend the funeral of a person not mentioned in a) or b) above.
- d) The Director may, at his/her discretion, allow more time off for a), b) or c) above, subject to their respective conditions.

10.04 Special Circumstances

- a) A Teacher with the Board may be entitled to a leave of one (1) day, with the approval of the Director, per examination, without loss of pay, for the purpose of writing an examination in an academic subject or the receiving of a degree.
- b) A Teacher may be granted up to two (2) days leave, without loss of pay, for urgent personal reasons approved by the Director.
- c)
 - i) A full time Teacher is eligible for DISCRETIONARY LEAVE of three (3) days without pay per annum, provided that twenty-four hour notice is given in advance to the Director of Education and the School Principal and an occasional teacher is available for the duration of the absence.
 - ii) A part-time Teacher is eligible for DISCRETIONARY LEAVE of one and one-half (1 1/2) days without pay per annum, provided that twenty-four hour notice is given in advance to the Director of Education and the School Principal and an occasional teacher is available for the duration of the absence.
 - iii) Discretionary Leave shall not be taken to extend a holiday period.
 - iv) For purposes of this clause, a full-time Teacher and a part-time Teacher are as defined in Article 9.01 a) and b).
- d) A Teacher may be granted a leave for one (1) day, with loss of pay, under special circumstances approved by the Director.
- e) The Director may, at his/her discretion, allow more time off for a) b) or d).

10.05 Educational Improvement Leave

Educational Improvement Leave may be granted on the recommendation of the following selection committee: two Teachers, two Trustees, and the Director, and with the approval of the Board.

- a)
 - i) The primary purpose of such leave will be the meeting of a need within the System.
 - ii) Proposals for study and/or research shall clearly outline the benefit(s) to the Huron-Perth Catholic District School Board and shall indicate the method(s) by which such benefit(s) may be disseminated throughout the System.

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- b) Proposals shall be submitted to the Director by January 15 of the year in which leave is desired.
- c) Applicants shall have taught for five (5) consecutive years in the employ of the Huron-Perth Catholic District School Board.
- d) An applicant granted such leave shall receive 75% of the salary which would ordinarily be received during the year in which leave is granted.
- e) Educational Improvement Leave may extend to a maximum period of one (1) year.
- f) The period of such leave will be considered as experience for the purpose of annual increment.
- g) The granting of such leave will require the Teacher to sign an agreement to teach for the Board for two (2) years following completion of the leave or failing to comply with the requirement, to reimburse the Board for salary received during the period of leave.

10.06 Parenthood Leave

a) Pregnancy/Parental Leave

- i) Pregnancy/Parental Leave shall be granted under the Employment Standards Act, December 1990, or as amended from time to time.
- ii) A Teacher shall be granted Pregnancy/Parental Leave during her first and subsequent years of employment with the Board.
- iii) Pregnancy/Parental Leave shall be without regular pay. The Board shall, however, establish a registered and approved Supplementary Unemployment Insurance Benefit Plan (SUB-P). As part of this plan, the Board shall pay 95% of teacher's salary during the two week waiting period.

Such salary shall be paid on the last day prior to the commencement of the leave. The Board shall pay its share of the Teacher's benefits for the statutory period of Pregnancy/Parental Leave allowed under the Employment Standards Act.

- iv) The Board shall be under no obligation to make any contributions to the Teachers' Pension Fund on behalf of the Teacher. Statutory Pregnancy/Parental Leave granted under the Employment Standards act shall count as teaching experience.

10.06 b) Paternity Leave

Leave of absence without loss of pay occasioned by and around the time of birth shall be granted to the father. Such leave shall be for a total of not more than three (3) days and shall be at the times mutually agreed upon between the Principal and the Teacher.

c) Adoption Leave

Where a Teacher officially adopts a child, he/she shall be granted a leave of absence under the same terms as contained in Article 10.06 a). For purpose of this article, article 10.06 b) shall apply equally to the mother.

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- d) Extended Parental Leave
The Board, at its discretion, may grant to a Teacher who requests in writing, a leave without pay. During the leave, the Teacher will maintain but not add to his/her total years of continuous experience with this and predecessor Boards. Current benefit plans will be made available to a teacher while he/she is on an Extended Parental Leave subject to the teacher paying the full cost of these benefits.

10.07 Sick Leave Gratuity

- a) This plan shall apply to all full-time and permanent part-time Teachers employed by the Board.
- b) A Teacher who has served with the Huron-Perth Catholic District School Board or its predecessor board for twelve (12) consecutive years and who has applied for a pension under the provision of the Teachers' Pension Act, shall be entitled to a sick-leave gratuity on retirement.
- c) The amount of the gratuity shall be calculated as follows:

$$\frac{N \times S}{200 \times 5}$$

Where N is the number of unused accumulated sick-leave credit days at the time of separation from the Board (maximum 200 days), and S is the final rate of salary at the date of separation from the Board.

- d) The sick-leave gratuity will be paid following retirement in the following manner as requested by the Teacher
 - i) one payment
 - ii) four equal yearly payments
- e) In the event that a Teacher dies after retirement but before having received the full sick-leave gratuity, the balance of any such gratuity shall be paid to the Estate of the Teacher.
- f) In the event of death of a Teacher with a minimum of twelve (12) consecutive years employment with the Board or its predecessor board prior to retirement, and where death occurs before retirement, the benefits of this plan shall be paid to the Teacher's estate.

10.08 Teacher-Funded Leave Plan

- a) A Teachers' "self-funded leave plan" is established permitting a one (1) year leave of absence through deferral of salary to finance the leave. Any Teacher on permanent contract with the Board is eligible to participate in the plan (see Policy No. 3A:4 for application procedures).
- b) S over Y plus 1 (S/Y + 1)

where:

"S" equals the annual salary plus responsibility allowances if applicable; "Y" equals the number of years in the plan; and "1" equals the retained earnings to be paid in the year of leave. The above calculation shall be made each year the Teacher is actively enrolled in the plan prior to the leave.

- i) All applications for a S/Y + 1 plan must clearly state both the number of teaching years prior to taking leave and the date the leave is to commence. In all cases, the year of leave will be the last year of the plan.
 - ii) The Board shall retain the amount calculated as "1" above in each year of active enrolment in the plan prior to the year of the leave in a joint savings account (in trust) of the Teacher and the Board (at the Bank with which the Board deals). The savings shall be withdrawn with accumulated interest and paid to the Teacher to help finance the year of leave in a manner that the number of payments will not exceed that contained in Article 8.01 d) in the Teacher-Board Agreement.
 - iii) All other conditions and procedures as contained in Policy 3A:4 shall apply.
- c) The Board will pay its share of the cost of employee benefits for the Teacher during the year leave.

10.09 Federation Leave

- a) Upon written request of the Unit Executive, the President of the Huron-Perth O.E.C.T.A. Unit shall be granted leave from educational duties for no more than fifty percent (50%) of a full teaching assignment to perform federation business at the local and/or provincial levels, provided that such notice is delivered to the Director on or before May 1. This secondment shall be scheduled to take place on the basis of half days or otherwise in consultation with the Director.
- b) 100% of his/her full-time equivalent salary and benefits shall be paid by the Board to the President during the period of the leave in a manner consistent with the Collective Agreement.
- c) Full sick leave shall be credited during the secondment. Any unused sick-leave credits accumulated prior to and during the period of the Presidency shall be available upon return to educational duties. Seniority shall accumulate during this secondment.
- d)
 - i) Subject to Article 11.00, it is understood that no special status can be provided that does not apply equally to any other teacher returning from leave but, where possible, the President will be returned to the position previously held within the school system except where an agreement for a transfer or change of position has been reached by mutual consent.
 - ii) The teacher hired to replace the President during the secondment, waives all rights under 11.01 b) and c).

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- 10.09 e) The Board shall be reimbursed by O.E.C.T.A., Huron-Perth Unit, for the time used for Association Business based on the actual cost of the President's salary, benefits, and responsibility allowances, if any.
- f) In addition to the President's fifty percent (50%) leave from educational duties, up to forty (40) days may be allocated to Unit members on an andom basis for the purpose of Association business at the local and/or provincial levels. The President of the local unit will notify the Director or designate at least forty-eight (48) hours prior to individual leaves taking place. It is understood that this constitutes the sum total of days available to the Unit for the purpose of O.E.C.T.A. business at the local and/or provincial levels. It is further understood that in addition to the 40 days, days will be made available for Federation involvement in conciliation, mediation and arbitration at the local level as necessary.
- g) It is understood that the Board shall be reimbursed by the O.E.C.T.A., Huron-Perth Unit for all release time used under Article 10.09 f) for any Association Business, local or provincial, by members of the Unit based on the cost to the Board of replacement, unless indicated otherwise by the Director of Education.
- h) The Board agrees to collect from payroll, any levy requested by the President of the local Unit of O.E.C.T.A. limited to one (1) annually. This local levy shall be deducted from the regular pay of individuals who submit a signed form authorizing the Board to deduct the levy specified. It will be the responsibility of the Unit to collect and submit to the Board the signed authorization forms for this purpose.
- i) In addition to the forty(40) days outlined in Article 10.09 f), up to sixty (60) additional days may be allocated to Unit members on a random basis for the purpose of Association business at the local and/or provincial levels when an elementary teacher from this Unit performs duties at the Provincial Level. The President of the Local Unit will notify the Director or designate at least forty-eight (48) hours prior to the individual leaves taking place. It is understood that the Board shall be reimbursed by the Huron-Perth O.E.C.T.A. Unit for any day used for federation business above the forty (40) days outlined in article 10.09 f) based on the actual cost of the salary, benefits and responsibility allowances, if any, of the Association member serving at the Provincial Level.
- j) i) The Board recognizes the appointment of one Association representative at each school and/or board site.
- ii) The Principal or Vice-Principal, or, where appropriate, the supervisory officer shall invite the Association representative to attend any meeting with a teacher where the purpose of the meeting is for disciplinary action or which may be deemed to be disciplinary.
- iii) Notwithstanding the above, a teacher may request the attendance of the Association representative at any meeting with the administration of the Board or school.
- iv) The meeting shall be held during the regular workday. If the meeting is held during the instructional time of the teacher or Association representative, they shall be relieved of their assignments to attend such meeting.

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- v) The teacher and the Association representative shall suffer no loss of pay as a result of such attendance.

10.10 Job Sharing

The Board encourages Teachers who may be willing to consider Job Sharing to make their intentions known in writing to the Director of Education on or before February 15 to be considered for the following school year.

ARTICLE XI: TRANSFER AND SECONDMENT

- 11.01 a) Where the Teacher is to be arbitrarily transferred by the Board from a school in one municipality to a school in another municipality, the Board agrees to notify the Teacher in writing on or before May 1 immediately prior to the school year for which the transfer is effective, but nothing in this paragraph prevents the transfer of a Teacher at any time by mutual consent of the Board and the Teacher.
- b) Where an arbitrary transfer will locate a Teacher beyond a thirty-two kilometre radius from the Teacher's present location of residence, the Board will pay the cost of moving the Teacher's personal and household effects to the new residence, or pay a travel allowance for the return distance from the Teacher's new school to place of residence (within the Counties) less thirty-two kilometres each way, for a period not exceeding five (5) years. Should the Teacher's place of residence be beyond the Board's jurisdiction, the County Line shall be considered "residence" for purposes of distance measurement.
- c) The Board will grant two (2) days Leave of Absence to a Teacher being arbitrarily transferred, with pay, for the purpose of seeking new residence.
- 11.02 a) Teachers are encouraged to notify the Director in writing their desire for any change in their teaching assignment by December 31 for the following school year including positions that are not currently available.
- b) The Board agrees to post, for the next school year, in all schools and Board Office within its jurisdiction, all teaching vacancies except those that result from a teacher transfer and those that occur subsequent to May 31st.
- c) Requests for transfer must be received in writing by the Director of Education or designate within eight (8) teaching days of the posting of the vacancy.
- 11.03 a) When a new teaching job classification is created, a request for applications shall be circulated throughout the system.
- b) When a position of added responsibility becomes vacant, a request for applications shall be circulated throughout the system. A vacancy for purpose of this article, is a position of added responsibility that remains vacant, if any, after the transfer of individuals holding equivalent positions.
- 11.04 a) A Teacher may apply in writing to the Director of Education or designate requesting a secondment to the Secondary panel for the purpose of gaining experience.
- b) This secondment will be for a period of up to three years.
- c) A Teacher on secondment as outlined in Article 11.04 a) and 11.04 b) shall continue to accrue seniority on the Elementary Teacher Seniority list and shall receive salary and benefits as outlined in the Elementary Collective Agreement, however working conditions will be those outlined in the Secondary Collective Agreement.

ARTICLE XII: GRIEVANCE PROCEDURE

12.01 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances which may arise from time to time.

12.02 a) A grievance is any difference or dispute which relates to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.

b) i) Individual Grievance: a grievance lodged by an individual Teacher or on behalf of an individual teacher with the consent of the individual teacher.

ii) Group Grievance: where more than one Teacher has a grievance arising from the same set of circumstances, such grievances may be combined and submitted collectively as a group grievance. Group grievances shall commence at Article 12.04 b) of this Grievance Procedure.

iii) Policy Grievance: a grievance submitted by the Board alleging a violation by the Unit, its officers, a Teacher or a group of Teachers, or a grievance submitted by the Unit which affects one or more of the Teachers. A policy grievance by the Board shall commence at Article 12.04 b) and the local President of the OECTA Unit shall be substituted for the Director of Education in this step. A policy grievance by the Unit shall commence at Article 12.04 b).

c) Any grievance related to discipline or discharge must be initiated by the individual.

12.03 Failure at any time by the grievor to adhere to the time limits will result in the grievance being dropped. The time limits may only be extended by mutual agreement of the parties in writing.

12.04 a) If a Teacher has a question arising out of this contract, he/she shall first discuss this matter with his/her immediate supervisor within 14 consecutive school days following the event giving rise to a dispute. In circumstances where this matter is clearly beyond the immediate supervisor's jurisdiction, the first step (12.04 a)) may be waived. The immediate supervisor will give a reply to the Teacher within 14 consecutive school days.

b) Should the immediate supervisor's reply be unsatisfactory, the individual(s) with an alleged grievance shall refer the matter to the Director of Education within 14 consecutive school days after receiving the supervisor's reply, by submitting in writing a concise statement of the grievance and the redress sought. In the case of a policy or group grievance, this statement of grievance shall be submitted within 14 consecutive school days following the event giving rise to a dispute.

c) The Director of Education shall meet with the grievor within seven (7) consecutive school days of the receipt of the statement of grievance. The Director of Education shall give the written decision to the grievor within seven (7) consecutive school days of the meeting.

d) If, in the opinion of the grievor, the grievance remains unresolved by the decision of the Director of Education, the grievor shall, within fourteen (14) consecutive school days, submit a concise statement of the grievance and the redress sought to the Chairperson of the Board.

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- 12.04 e) The Chairperson of the Board will invite the grievor to make a presentation to a Committee-of-the-Whole (in camera) meeting of the Board within fourteen (14) consecutive school days of receiving, from the grievor, the concise statement of the grievance and redress sought. Within fourteen (14) consecutive school days of the meeting, the Chairperson of the Board shall give the written decision to the grievor.
- f) If the grievance remains unsettled, either party (The Unit or the Board) may request in writing within fourteen (14) consecutive school days of the Board's decision that the matter be referred to the Ministry of Labour through the grievance mediation service. This step may be waived by either party for the purpose of proceeding immediately to arbitration.
- g) If, after grievance mediation with the assistance of the Ministry of Labour, a grievance remains unsettled, either party (the Unit or the Board) may within fourteen (14) consecutive school days submit the grievance to arbitration under the procedure outlined in the Ontario Labour Relations Act, Section 48, and notify the other party in writing of the referral to arbitration.
- 12.05 Both parties will be responsible for their own expenses during all of the grievance procedures. The Board shall be reimbursed by the local Unit of O.E.C.T.A. for the release time used by its membership during the grievance procedures based on the actual costs of the members' salary, benefits, and responsibility allowance. The expenses of the Chairperson of an arbitration shall be shared equally by the Board and the Unit. No costs of any arbitration shall be awarded to or against either party.
- 12.06 The arbitrator or arbitration Board, as the case may be, shall not by his/her or its decision add to, delete from, modify or otherwise amend the provision of this Agreement.
- 12.07 Notwithstanding the procedure above, the parties have access to Section 49 and Section 50 of the Ontario Labour Relations Act, 1995.

ARTICLE XIII: WORK PLACE SAFETY AND INSURANCE BOARD

13.01 When Worker's Compensation is in effect, the difference in salary between the Teacher's regular salary and the amount paid by the Worker's Compensation shall be paid by the Board. The number of days deducted from statutory sick leave or reserve shall be in proportion to the percentage of Teacher's salary paid by the Board. Submission made by the Board concerning an employee's claim to the Work Place Safety and Insurance Board will be copied and forwarded to the employee.

ARTICLE XIV: TEACHER TENURE, REDUNDANCY AND RECALL

- 14.01 A newly hired teacher who has less than two (2) years of teaching experience as a teacher shall be a Probationary Teacher for two years. A newly hired teacher with two (2) or more consecutive years of teaching experience as a teacher shall be a Probationary Teacher for one (1) year. Once the Probationary period is completed and if the teacher remains in the employ of the Board, the Teacher shall be a Permanent Teacher.
- 14.02 Where qualified Teachers with certification for special program and subject areas are required by the Ministry of Education or the Ontario College of Teachers, first consideration shall be given to those already on staff who are so certified.
- 14.03 a) For the purpose of this article, continuous years of teaching experience with the Board shall mean the length of continuous service with the Board or its predecessor(s) board(s) from the most recent date of hire for a position requiring a Teachers' Certificate.
- b) No teacher will be declared redundant and/or suffer any loss of position due to the return of any Principal(s) and/or Vice-Principal(s) to the Bargaining Unit.
- 14.04 For the purpose of this Article, continuous service shall include being on the recall list, exchange teaching, loan to DND, Association leaves, and any and all leaves/secondments taken with the approval of the Board, including leaves for lengthy illness.
- 14.05 The Board shall distribute, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, 1987, to the authorized Teacher Representatives and the Principal of each school, on or about January 1, a list showing total years of continuous experience with this and predecessor Boards, accurate to the previous 1st September. All Elementary Branch Affiliate members employed by the Board, including individuals referred to in Article 14.04, shall be placed on the list
- 14.06 Where reduction of teaching staff is necessary for any reason, reductions will, after the Board has taken into account Clause 14.02, be made on the following basis and in this order:
- a) Normal attrition
- b) Continuous years of teaching experience with this Board
- c) Qualifications (part of which will include TOTAL teaching experience)
- d) Effectiveness
- 14.07 Teachers declared redundant in accordance with Articles 14.02 and 14.06 shall be placed on a recall list in order of greatest seniority.
- 14.08 When the Board is in a position to hire a new teacher, the Board shall first offer the position to the Teachers on the recall list in the order established in Article 14.07 and subject to Articles 14.02 and 14.06.
- 14.09 If a teacher does not have the necessary certification but in the opinion of the Director of Education or designate is otherwise qualified and the Ontario College of Teachers approves the application for a Letter of Approval, the Board shall first offer the position to the Teacher on the

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recall list, provided the Teacher commits to obtaining the necessary certification within a reasonable time-frame determined by the Director of Education or the Ontario College of Teachers.

- 14.10 If a teacher on the recall list refuses a position offered, the teacher forfeits his/her right to recall unless the reason for refusal is acceptable to the Director of Education or designate.
- 14.11 Teaching positions which become available shall be offered to teachers on the recall list by verbal contact however if the individual cannot be reached verbally, a registered letter shall be forwarded to the last known address. The teacher will be given up to ten (10) calendar days from mailing of the registered letter to respond.
- 14.12 It is the responsibility of the teacher to provide the Board a current address and telephone number.
- 14.13 If a teacher accepts a teaching position of less teaching time than previously held, immediately prior to termination, because no other teaching position is available, that teacher shall be offered the first teaching position available that matches or increases the teaching time held prior to termination subject to Articles 14.02 and 14.09.
- 14.14 A teacher's name shall remain on the recall list for a period of thirty-nine (39) months from the last teaching day prior to termination subject to Article 14.10.

ARTICLE XV: RESIGNATION OR REDUNDANCY

- 15.01 A teacher may resign at any time with the mutual consent of the Board.
- 15.02 A teacher may resign by giving written notice to the Board by November 30th for the resignation to be effective December 31st or by giving written notice to the Board by May 31st for the resignation to be effective August 31st.
- 15.03 Subject to Article XIV the Board may terminate a teacher due to redundancy by giving written notice to the teacher by registered mail or via hand delivery by the Director of Education or designate on or before November 30th for the termination to be effective December 31st or on or before May 31st for the termination to be effective August 31st.
- 15.04 The Board shall guarantee that members of the Huron-Perth Elementary OECTA unit shall not be declared redundant, nor shall there be any lay-offs of elementary teaching staff for the school years 1998-99 and 1999-2000 unless there is an extraordinary decline in enrolment or funding whereupon the Board and the Branch Affiliate shall meet prior to any notices being forwarded to teachers.

ARTICLE XVI: STAFFING

16.01 a) The overall system-wide Elementary Pupil Teacher Ratio will be no greater than 20.3 to 1.

b) The calculation of the Elementary Pupil Teacher Ratio will be as follows:

$$\frac{\text{Number of Full Time Equivalent Elementary Students as of October 31}}{\text{Number of Full Time Equivalent Elementary Teachers as of October 31 in the bargaining unit}}$$

c) No more than 4.0 F.T.E. Consultants and Coordinators shall be included for determining the number of full time equivalent elementary teachers for the purpose of the Pupil-Teacher Ratio.

d) Should the system-wide Elementary Pupil Teacher Ratio be greater than 20.3 to 1 on October 31st, the necessary staff increase will be added by November 30th.

16.02 The Board is to maintain class sizes at the levels indicated in the Education Act in each school year.

16.03 Junior Kindergarten/Kindergarten classrooms shall have no more than 25 pupils unless of extenuating circumstances such as new enrolment later in the school year for a given class and/or insufficient classroom space in the school.

16.04 The Board shall continue to employ only certified teachers or teachers with "Letters of Permission" who are registered with the Ontario College of Teachers for all teaching positions, Junior Kindergarten to grade eight, including Special Education Resource and Teacher Librarians. This article does not prevent the Board from hiring support personnel such as Teacher Assistants, Library or Computer technicians however these support positions shall not be part of the pupil/teacher ratio.

ARTICLE XVII: ACCESS TO PERSONAL FILE

- 17.01 a) A teacher shall have access during normal business hours to his/her personal file upon written request to the Director. A teacher shall also have access to his/her personal in-school data file. The teacher may copy any material contained in these files.
- b) An appropriate board official shall be present when a teacher reviews his/her file and the teacher may be accompanied by an individual of his/her choice.

ARTICLE XVIII: WORKLOAD/PLANNING TIME

18.01 Workload/Planning Time: Elementary

- a) Planning Time will be used for planning lessons, planning curriculum, parental communication, team meetings, evaluating students, in-service training, study and other appropriate professional activities under the direction of the School Principal.
- b) Effective September 1, 1998, the Board shall provide 150 minutes of Planning Time on average per week to each full-time Elementary Teachers exclusive of Consultants, and Co-ordinators. Effective September 1, 2000, the Board shall provide 200 minutes of Planning Time on average per week to each full-time Elementary Teachers exclusive of Consultants and Coordinators. Part-time Elementary Teachers will be prorated to the percentage of actual teaching time. Planning Time shall be taken from instructional time.
- c) For the school years 1998-99 only, the Board shall provide an additional 270 minutes of Planning Time per school year to each full-time Elementary Teacher exclusive of Consultants, and Coordinators. Part-time Elementary Teachers shall have this Planning Time prorated to the percentage of actual teaching time. This additional Planning Time shall be allocated by the Principal in consultation with each Teacher and with the approval of the school's Superintendent of Education.
- d) It is understood that from time to time exceptional or emergency situations occurring during the school day will be recognized as cause for exemption in the provision of planning time.
- e) The Board will endeavour to have the assignment of teaching load, class size, teaching time, supervision duties, and other related assignments done in a fair and equitable manner for all teachers.

18.02 Lunch Break

- a) The Board will provide Teachers with 40 minutes of uninterrupted lunch break as required by Regulation 298.
- b) Notwithstanding the above, the principal may, with the consent of the teacher, or in an exceptional or emergency situations, assign supervisory duties as required in these periods.

ARTICLE IX: LOCAL SCHOOL STAFFING ADVISORY COMMITTEE (LSSAC)

- 19.01 a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every elementary school by September 15 of each school year and shall hold its first meeting by September 30.
- b) The Committee (LSSAC) shall consist of:
- i) one teacher per division elected by the teaching staff; and
 - ii) the principal, who shall chair the committee, and the vice-principal of the school if applicable.
 - iii) the committee shall appoint a recording secretary who will report the discussions/results of the meeting to all teachers at the next scheduled staff meeting.

The duties of the LSSAC shall be as follows:

- i) to meet at the call of the chairperson, but not less than once per school term during the school year.
- ii) to advise the principal regarding:
 - the school staffing priorities and proposed class loadings prior to staffing meetings with the Director of Education/designate
 - teacher instructional workload distributions and instructional assignments arising from the distribution of staff within the school
 - the school supervision, extracurricular activities and lunch break arrangements
 - the suggestions or requests of any teacher(s) who makes submissions to the committee regarding the above.

ARTICLE XX: EMPLOYEE ASSISTANCE PLAN

20.01 The Board shall provide its teachers with an Employee Assistance Plan at the Board's expense.

ARTICLE XXI: EVALUATION PROCEDURES

21.01 As per Board Policy No.3A:15. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Elementary Unit.

ARTICLE XXII: SEXUAL HARASSMENT

22.01 As per Board Policy No.3A:18. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Elementary Unit.

ARTICLE XXIII: TEACHER ASSAULT

23.01 As per Board Policy No.3D:6. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Elementary Unit.

ARTICLE XXIV: LOCAL SCHOOL ADVISORY COUNCIL

24.01 As per Board Policy No.3E:1. It is understood that the Board may amend this policy from time to time.

ARTICLE XXV:

25.01 IN WITNESS WHEREOF the Board and the OECTA Unit have caused this Agreement to be signed in their respective names by their respective representatives duly authorized in that behalf, this day of , 1998.

October 6, 1998

LETTER OF INTENT

A Benefits Committee will meet, during the term of this Collective Agreement, to discuss with the Benefits Consultant ways to minimize future cost increases to the Benefit Plans and to investigate the issue(s) of benefits for retired employees.

THE HURON-PERTH CATHOLIC
DISTRICT SCHOOL BOARD

OECTA ELEMENTARY UNIT

October 6, 1998

LETTER OF INTENT AND UNDERSTANDING

The Board will endeavour to provide the 200 minutes of planning time sooner than indicated in Article 18.01 b), if the funding formula provides sufficient funds to do so and if appropriate programs and staff can put in place, however it is understood by both parties that this will not be possible during the 1998-99 school year.

Article 18.01 c) means that only if a full time teacher is not assigned on average 165 minutes per week of planning time (pro-rated for a part-time teacher) qualifies for this additional time.

During the 1999-2000 school year only, if the Board is not able to provide the additional 50 minutes of planning time referred to in Article 18.01 b), the following will apply instead of Article 18.01 c) for each full-time teacher (pro-rated for part-time teachers):

150 minutes on average per week – 3 blocks of 270 minutes

165 minutes on average per week - 2 blocks of 270 minutes

175 minutes on average per week - 1 blocks of 270 minutes

180+ minutes on average per week - 0 blocks of 270 minutes

THE HURON-PERTH CATHOLIC
DISTRICT SCHOOL BOARD

OECTA ELEMENTARY UNIT
