



Agreement

September 2001 - August 2004

Between

The St. Clair Catholic District School Board

and

The OECTA Secondary Teachers

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Preamble

The parties to this agreement are: The St. Clair Catholic District School Board, (hereinafter referred to as the "Board") and the Ontario English Catholic Teachers' Association (hereinafter referred to as the OECTA).

Whereas it is the desire of both parties to this Agreement:

- 1) to maintain the existing harmonious relations and settle conditions of employment between the Board and OECTA;
- 2) to recognize the mutual value of joint discussions and negotiations in their matters pertaining to salary and working conditions within this Agreement;
- 3) to encourage the maximum from the Roman Catholic educational environment of the school community;
- 4) to promote morale, well being and security; the parties agree as follows:

Definitions

The following definitions apply through this contract unless specifically stated otherwise:

1. Bargaining Unit - means every Part X.1 Teacher, other than Occasional Teacher, who is assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time. If the assignment is exactly equal between elementary and secondary, the Part X.1 Teacher shall choose as to which bargaining unit to be a member.
2. Bargaining Agent - means the Ontario English Catholic Teachers' Association.
3. Board - means the St. Clair Catholic District School Board or predecessor boards.
4. The Director - means the Director of Education or his / her designate.
5. Geographical Regions - the Board is comprised of two "Geographic Regions": The Municipality of Chatham-Kent and Lambton County.
6. OECTA - means the Ontario English Catholic Teachers' Association.
7. Q.E.C.O. - means Qualifications Evaluation Council of Ontario.
8. Qualifications - shall include requirements as stated in The Education Act and the Regulations.
9. Seconded Teacher - is a Teacher who has accepted a position outside of the Board for a period of time mutually agreed upon by the local OECTA Bargaining Unit and the Board. This does not include a Teacher who is seconded to the position of Principal or Vice Principal. At the end of the term for the secondment, the Teacher shall be returned to the same position held prior to the secondment.
10. Vacancy - means a teaching assignment to which no Teacher has been assigned or to which no Teacher has a prior claim.
11. Part X.1 Teacher as Defined by the Education Act - means a Teacher who is a member of the College of Teachers employed by the Board to teach but does not include a supervisory officer, a principal or a vice-principal or an instructor in a Teacher-training institute.

12. Part -Time Teacher - means a Teacher employed by the Board on a regular basis for other than full time duty.
13. Probationary Teacher
 01. A "Probationary Teacher" means a Teacher employed by the Board during a probationary period.
 02. A Teacher hired on a probationary basis is employed on probation for one year or 10 consecutive months of teaching (excluding July and August) or such lesser period as may be determined by the Board. The probationary period may be extended for an additional year or 10 consecutive months of teaching (excluding July and August) upon agreement between the Board and OECTA. The release of a probationary Teacher during or at the end of such probationary period shall be in accordance with the just cause provisions.
14. Teacher - means a Part X.1 Teacher.
15. A Teacher is required to be a member in good standing with and holds a valid certificate of qualification from the College of Teachers.
16. Predecessor School Board - means the Lambton County Roman Catholic Separate School Board or the Kent County Roman Catholic Separate School Board.
17. Predecessor Collective Agreement - means the collective agreement in effect immediately prior to September 1, 1998, applying to the District School Board in relation to Secondary Teachers.
18. Consultant - means a Teacher with system wide responsibility appointed by the Board to act as a consultant for Teachers of certain subject areas or programs. Consultants assist and advise Teachers in developing and implementing programs and methods. Consultants will assist with Teacher Professional Development.
19. Preparation - means time for preparation, planning and evaluation or other educational activities.

20. Classroom Teacher - means a Teacher who is assigned in a regular timetable to provide instruction in an eligible course to pupils and includes a temporary Teacher who is assigned in a regular timetable to provide instruction in an eligible course to pupils but does not include a principal or vice-principal.
21. Eligible Course - means a credit course or credit equivalent course.
22. Credit Course - means a course or program in which a credit or part of a credit may be earned.
23. Credit-equivalent Course - means a course or program that is prescribed as a credit-equivalent course by regulations made under this section.

Letter of Understanding

This Letter of Understanding shall expire on August 31, 2004.

1. The Board agrees that no Teacher employed prior to September 30, 2001 shall be laid off during the 2001/2002, 2002/2003 and 2003/2004 school years.
2. The Board agrees that the length of the school year shall not exceed the minimum number of school days required by legislation or regulated by the Government in the Education Act or Regulations there under.

Article 1 Duration and Renewal

1.01 This collective agreement becomes effective September 1, 2001 and shall remain in effect until August 31, 2004 and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the Labour Relations Act.

1.02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either Party may notify the other within the period of 180 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement.

Article 2 Total Teaching Experience

- 2.01 Subject to the provisions below and for initial placement on the grid, the Board shall recognize all teaching experience gained after obtaining an Ontario Teacher's Certificate or equivalent. The recognized Teaching experience includes:
- (a) full or part time experience gained as a Teacher under contract with a School Board in Canada
 - (b) all full or part time experience gained outside of Canada may be recognized by the Board upon the recommendation of the Director.
 - (c) all long term occasional assignments of fifteen (15) or more consecutive days for the same Teacher for Teachers hired by the Board on or after September 1, 2000.
 - (d) experience as outlined in Article 2.06 for Teachers hired by the Board on or after September 1, 2000.
- 2.02 Initial placement on the grid shall be according to the teaching experience as recognized in Articles 2.01 and 8.05 rounded up to the nearest tenth (.1) of the length of the school year.
- 2.03 The Board shall recognize full accumulation of teaching experience while the Teacher is on maternity/ parental leave in accordance with the Employment Standards Act.
- 2.04 A part-time Teacher shall be credited with experience for the year in the same proportion as his or her teaching time is to a full teaching year and experience shall be calculated in terms of full months. A fraction of a month shall be considered as a full month if over ten (10) teaching days.
- 2.05 In calculating total experience of part-time Teachers, all experience of one (1) month or more shall be added together. The resulting number of months divided by ten (10) will be calculated as years of experience.

- 2.06 Teachers initially hired to teach courses in technological studies shall be granted an allowance for directly related trade experience in excess of that required for entrance into the Colleges of Education according to the following format.
- (i) 1.0 year experience on the Teacher's salary schedule to a maximum of three (3) years in order to recognize each year of experience in industry and/or skilled trades.
 - (ii) This experience will not allow a Teacher to go beyond the maximum in any category level.
- 2.07 The Board and OECTA shall in-service all newly hired Teachers to ensure that the Board is made aware of all previous teaching experience. Documentation of all teaching experience must be submitted to the Board by the end of the teacher's first year of hire. When documentation has been received and verified the Teacher shall receive pay retroactive to September of the year of hire.

Article 3 Interpretations

- 3.01 OECTA is the sole and exclusive bargaining agent for the bargaining unit.
- 3.02 In the case of conflict, relevant legislation and regulations including the Education Act as amended prevail over the provisions of this collective agreement.
- 3.03 Persons with a “Letter of Standing” shall be placed in the category to which their academic and professional qualifications equate pursuant to their QECO evaluation.

Article 4 Information Regarding Teacher Salaries

- 4.01 The Board shall make available to each Teacher on or before November 30th each year a printout of the Teacher ' s qualifications, category placement, salary, benefits, allowances and experience and it shall be duly signed by the appropriate Board officials.
- 4.02 The Board shall make available to the authorized OECTA representative(s) on request, the information as outlined in 4.01.
- 4.03 Each Teacher shall verify the accuracy of the information and advise the Board of any inaccuracies in writing within 30 days. Failure to advise of any inaccuracies in a timely manner will deem the information to be correct.

Article 5 Grid

5:01 The following grid structure shall be paid to all Secondary Teachers who teach in the St Clair Catholic District School Board from the first (1) pay in September 1, 2001 to the thirteenth (13) pay in the 2001-2002 school year.

YRS EXP.	A0	A1	A2	A3	A4
0	\$29,015	\$31,849	\$33,567	\$36,367	\$38,541
1	\$31,394	\$34,135	\$35,930	\$38,910	\$41,365
2	\$33,773	\$36,421	\$38,293	\$41,454	\$44,189
3	\$36,152	\$38,707	\$40,656	\$43,997	\$47,013
4	\$38,531	\$40,994	\$43,019	\$46,541	\$49,837
5	\$40,910	\$43,280	\$45,382	\$49,084	\$52,662
6	\$43,289	\$45,566	\$47,746	\$51,627	\$55,486
7	\$45,669	\$47,852	\$50,109	\$54,171	\$58,310
8	\$48,048	\$50,138	\$52,472	\$56,714	\$61,134
9	\$50,427	\$52,425	\$54,835	\$59,258	\$63,958
10	\$52,803	\$54,711	\$57,198	\$61,801	\$66,782
11	\$52,803	\$54,711	\$59,557	\$64,349	\$69,600

5.2 The following grid structure shall be paid to all Secondary Teachers who teach in the St. Clair Catholic District School Board from the fourteenth (14) pay in 2001-2002 school year to the twenty-sixth (26) pay in the 2001 – 2002 school year.

YRS EXP.	A0	A1	A2	A3	A4
0	\$29,182	\$32,032	\$33,760	\$36,576	\$38,762
1	\$31,575	\$34,331	\$36,137	\$39,134	\$41,603
2	\$33,967	\$36,631	\$38,513	\$41,692	\$44,443
3	\$36,360	\$38,930	\$40,890	\$44,250	\$47,284
4	\$38,753	\$41,229	\$43,267	\$46,808	\$50,124
5	\$41,146	\$43,529	\$45,643	\$49,366	\$52,964
6	\$43,538	\$45,828	\$48,020	\$51,924	\$55,805
7	\$45,931	\$48,127	\$50,397	\$54,482	\$58,645
8	\$48,324	\$50,427	\$52,773	\$57,040	\$61,485
9	\$50,716	\$52,726	\$55,150	\$59,598	\$64,326
10	\$53,106	\$55,025	\$57,526	\$62,156	\$67,166

11	\$53,106	\$55,025	\$59,899	\$64,719	\$70,000
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- 5.3 The following grid structure shall be paid to all Secondary Teachers who teach in the St. Clair Catholic District School Board from the first (1) pay in September 2002 to the thirteenth (13) pay in the 2002 – 2003 school year.

YRS EXP.	A0	A1	A2	A3	A4
0	\$29,595	\$32,486	\$34,239	\$37,094	\$39,312
1	\$32,022	\$34,818	\$36,649	\$39,688	\$42,192
2	\$34,449	\$37,150	\$39,059	\$42,283	\$45,073
3	\$36,875	\$39,482	\$41,470	\$44,877	\$47,954
4	\$39,302	\$41,814	\$43,880	\$47,471	\$50,834
5	\$41,729	\$44,145	\$46,290	\$50,066	\$53,715
6	\$44,155	\$46,477	\$48,700	\$52,660	\$56,595
7	\$46,582	\$48,809	\$51,111	\$55,254	\$59,476
8	\$49,009	\$51,141	\$53,521	\$57,849	\$62,357
9	\$51,435	\$53,473	\$55,931	\$60,443	\$65,237
10	\$53,859	\$55,805	\$58,342	\$63,037	\$68,118
11	\$53,859	\$55,805	\$60,748	\$65,636	\$70,992

- 5.4 The following grid structure shall be paid to all Secondary Teachers who teach in the St. Clair Catholic District School Board from the fourteenth (14) pay in 2002 – 2003 school year to the twenty-sixth (26) pay in the 2002 – 2003 school year.

YRS EXP.	A0	A1	A2	A3	A4
0	\$29,766	\$32,673	\$34,435	\$37,307	\$39,538
1	\$32,206	\$35,018	\$36,860	\$39,917	\$42,435
2	\$34,647	\$37,363	\$39,284	\$42,526	\$45,332
3	\$37,087	\$39,709	\$41,708	\$45,135	\$48,229
4	\$39,528	\$42,054	\$44,132	\$47,744	\$51,126
5	\$41,968	\$44,399	\$46,556	\$50,353	\$54,024
6	\$44,409	\$46,744	\$48,980	\$52,963	\$56,921
7	\$46,850	\$49,090	\$51,404	\$55,572	\$59,818
8	\$49,290	\$51,435	\$53,829	\$58,181	\$62,715
9	\$51,731	\$53,780	\$56,253	\$60,790	\$65,612
10	\$54,168	\$56,126	\$58,677	\$63,399	\$68,509
11	\$54,168	\$56,126	\$61,097	\$66,013	\$71,400

- 5.5 The following grid structure shall be paid to all Secondary Teachers who teach in the St. Clair Catholic District School Board from the first (1) pay in September 2003 to the seventeenth (17) pay in the 2003 – 2004 school year.

YRS EXP.	A0	A1	A2	A3	A4
0	\$30,187	\$33,136	\$34,923	\$37,836	\$40,098
1	\$32,663	\$35,514	\$37,382	\$40,482	\$43,036
2	\$35,138	\$37,893	\$39,840	\$43,129	\$45,975
3	\$37,613	\$40,271	\$42,299	\$45,775	\$48,913
4	\$40,088	\$42,650	\$44,758	\$48,421	\$51,851
5	\$42,563	\$45,028	\$47,216	\$51,067	\$54,789
6	\$45,038	\$47,407	\$49,675	\$53,713	\$57,727
7	\$47,514	\$49,786	\$52,133	\$56,359	\$60,666
8	\$49,989	\$52,164	\$54,592	\$59,006	\$63,604
9	\$52,464	\$54,543	\$57,050	\$61,652	\$66,542
10	\$54,936	\$56,921	\$59,509	\$64,298	\$69,480
11	\$54,936	\$56,921	\$61,963	\$66,949	\$72,412

- 5.6 The following grid structure shall be paid to all Secondary Teachers who teach in the St. Clair Catholic District School Board from the eighteenth (18) pay in 2003 – 2004 school year to the twenty-sixth (26) pay in the 2003 – 2004 school year.

YRS EXP.	A0	A1	A2	A3	A4
0	\$30,433	\$33,405	\$35,207	\$38,143	\$40,424
1	\$32,928	\$35,803	\$37,686	\$40,811	\$43,386
2	\$35,423	\$38,200	\$40,164	\$43,479	\$46,348
3	\$37,918	\$40,598	\$42,642	\$46,146	\$49,310
4	\$40,414	\$42,996	\$45,121	\$48,814	\$52,272
5	\$42,909	\$45,394	\$47,599	\$51,482	\$55,234
6	\$45,404	\$47,792	\$50,078	\$54,149	\$58,196
7	\$47,899	\$50,190	\$52,556	\$56,817	\$61,158
8	\$50,395	\$52,588	\$55,035	\$59,485	\$64,120
9	\$52,890	\$54,986	\$57,513	\$62,152	\$67,083

10	\$55,382	\$57,384	\$59,992	\$64,820	\$70,045
11	\$55,382	\$57,384	\$62,466	\$67,492	\$73,000

- 5.7 The grid placement of each Teacher shall be in accordance with the statement of evaluation issued by Q.E.C.O. based on Programme 5. No teacher shall be adversely affected by the change from Q.E.C.O. Programme 4 to Q.E.C.O. Programme 5.
- 5.8 A Teacher in the position of consultant shall be paid a responsibility allowance of \$6521.
- 5.9 Teachers will be placed on the grid at the level appropriate to their actual teaching experience. A Teacher with 4.7 years of experience will be paid at 4.7 years on the grid.

Article 6 Benefits

6.01 The following benefit package shall be applied to all Secondary Teachers employed by the St. Clair Catholic District School Board.

6.02 The Board shall pay 85% of the premium costs for the Teacher Benefit Plan. The Teacher shall pay 15% of the cost of the Teacher Benefit Plan.

TEACHER BENEFIT PLAN

The group number of the Teachers Benefit plan is Liberty Health 1086G. Please note, Health and Dental benefits are extended to Teachers' dependent(s).

A. LIFE INSURANCE

All Teachers are entitled to the choice of Basic Life Insurance coverage of \$10,000 or one of the following:

- a. Basic Life Insurance coverage equal to 3 times salary to a maximum of \$150,000, or
- b. Basic Life Insurance coverage equal to 3 times salary to a maximum of \$150,000, plus Optional Life Insurance, available in units of \$10,000 to a combined Basic and Optional Life maximum of \$250,000. Teachers are responsible for 100% of Optional Life Insurance premium. Evidence of insurability must be provided to Liberty Health prior to Optional Life Insurance becoming effective.

B. AD&D

Equal to Basic Life Insurance, up to a maximum of \$150,000 (not available to Retirees).

C. HOSPITAL

Deductible	Nil
Co-Insurance	100%
Maximum	Unlimited in Canada Included under Deluxe Travel Assistance maximum
Benefit	Semi-Private
Termination	The earlier of retirement or age 65.

D. DENTAL CARE

Deductible	Nil
Co-insurance	Basic and Preventative - 100% Major Restorative - 50% Orthodontics - 50%
ODA	Current less 2 years
Maximum	Basic - unlimited Major Restorative- unlimited Orthodontics - \$1500 per individual per lifetime
Termination	The earlier of retirement or age 65.

E. MAJOR MEDICAL

Deductible	\$2 deductible per prescription
Co-insurance	100%
Maximum	Unlimited in Canada \$1 000 000 for Deluxe Travel
Benefits	<ul style="list-style-type: none"> - Prescribed drugs (Formulary 2) - Health Care Facilities included <ul style="list-style-type: none"> - Semi-Private Hospital (max \$10/day for 120 days) and accommodation in a Chronic Care Facility (max. \$3/day for 120 days) - Ambulance - Medical Services and Supplies such as wheelchairs, prosthetic appliances and diagnostic procedures. - Accidental Dental Services - Private Duty Nursing Services limited to 90 eight- hour shifts. - Paramedical Expenses limited to \$200/yr. for psychologist and speech pathologists - Physiotherapy \$12.20/visit, unlimited number of visits;
\$7/treatment/year for massage therapy.	<ul style="list-style-type: none"> - Vision Care \$300/person/24 months (with annual eye exams) - Emergency out of Country - Deluxe Travel benefits (60 day max.)

Termination - The earlier of retirement or age 65.

6. 03 Long Term Disability

6.03.01 The Teachers shall be governed by the rules, policies and procedures as established by the appropriate local OECTA Unit in all matters governing the LTD Plan.

6.03.02 The Board shall collect the premium for the Long Term Disability Plan and remit the premiums as directed by the appropriate local OECTA Unit. The Board shall administer the plan on behalf of all Teachers. The Board shall pay its portion of benefits for all Teachers collecting long-term disability.

6.03.03 OECTA shall indemnify and save harmless the Board from any claims or demands of any kind whatsoever as a result of the Board deducting and remitting premiums.

6.04 Benefits for Part Time Teachers

Teachers who are teaching part-time shall be entitled to benefits. The premiums paid by the Board shall be pro-rated to reflect the percentage of of time taught as a percentage of the full time teaching load as defined in Article 20. The Teacher shall pay the remainder of the premium costs.

6.05 Benefits for Retirees

The Board shall make available to each Teacher upon retirement, and until age 65, the option of enrolling in a benefit plan. The superannuated Teacher shall pay 100% of the premium costs.

6.06 Dependent Children 25 Years Old And Younger

All unmarried dependent children 21 years old and younger, and those 25 years old and younger who are in full - time attendance at an accredited school, college or university, shall be entitled to full benefit coverage under this plan.

6.7 In the event that any or all fringe benefits are re-tendered, the same quality of present coverage shall be maintained or improved. Decisions made in this regard shall be made by the Board after discussion with the Teachers.

6.8 Teachers employed half time or more will purchase at least \$10,000 life insurance.

Article 7 Retirement Gratuity

7.01. A Teacher in the predecessor Lambton County Roman Catholic Separate School Board who was hired prior to the 1998 - 1999 school year shall be entitled to the following retirement gratuity.

County A Teacher with ten (10) or more consecutive years of service without intervening employment with the Board and/or former Lambton Separate School Board who retires due to

receive

- i. death
- ii. permanent disability
- iii. is eligible for and receiving superannuation or commuted value pension from the Teachers' Pension Plan Board shall gratuity as follows:

$$\frac{N \times S \times 2 \times \text{number of years of service as defined above}}{200 \quad 100}$$

N - is the number of accumulated sick leave credit days at the time of retirement not to exceed 200.

S - is the Teacher's rate of salary at retirement.

7.01.02 A Teacher who was employed by the predecessor Lambton County Roman Catholic Separate School Board prior to the 1998 -1999 school year shall not be entitled to more than 50% of his or her annual salary at the time of retirement.

7.01.03 The allowance for retirement shall be paid in three equal annual payments commencing the first month of the calendar year following the retirement of the employee unless the Board and the Recipient/Teacher agree upon

an alternate method of payment.

7.01.04 In the event of the death of a retired Teacher receiving gratuity payments , the unpaid balance will be paid to the beneficiary or to the deceased ' s estate.

7.01.05 Nothing in this plan shall prevent the Board from granting an Honorarium to the Teacher upon retirement.

7.02.01 A Teacher in the predecessor Kent County Roman Catholic Separate School Board who was hired after June 30, 1982 and before June 30, 1998 shall be entitled to the following retirement gratuity:

A Teacher with ten (10) or more consecutive years of service without intervening employment with the Board and/or former Kent County Separate School Board who retires due to

- i. death
- ii. permanent disability
- iii. is eligible for and receiving superannuation or commuted value pension from the Teachers' Pension Plan Board shall receive gratuity as follows:

$$\frac{N}{200} \times S \times 2 \times \frac{\text{number of years of service as defined above}}{100}$$

N - is the number of accumulated sick leave credit days at the time of retirement not to exceed 200.

S - is the Teacher ' s rate of salary at retirement.

7.02.02 A Teacher who was employed by the predecessor Kent County Roman Catholic Separate School Board after June 30, 1982 and before June 30, 1998 shall not be entitled to more than 35% of his or her annual salary at the time of retirement.

7.02.03 The allowance for retirement shall be paid in three equal annual payments commencing the first month of the calendar year following the retirement of the employee unless the Board and the Recipient/Teacher agree upon an alternate method of payment.

- 7.02.04 In the event of the death of a retired Teacher receiving gratuity payments , the unpaid balance will be paid to the beneficiary or to the deceased ' s estate.
- 7.02.05 Nothing in this plan shall prevent the Board from granting an Honorarium to the Teacher upon retirement.

7.03.01 Teachers commencing employment with the St. Clair Catholic District School Board who were not employed with the predecessor Board and the District Board in the 1997/98 school year are entitled only to the following Retirement Fund:

- a) On behalf of the Teachers, the Board shall pay into a fund \$400.00 per each completed school year for each Teacher who was hired after June 30, 1998 (pro-rated for part time teachers)
- b) A Teacher hired after June 30, 1998 with ten (10) or more consecutive years of service, without intervening employment, with the District Board who retires due to:
- i. death
 - ii. permanent disability
 - iii. is eligible for and receiving superannuation or commuted value pension from the Teachers' Pension Plan Board shall receive gratuity as follows:

$$\frac{N}{200} \times S \times 2 \times \frac{\text{number of years of service as defined above}}{100}$$

N - is the number of accumulated sick leave credit days at the time of retirement not to exceed 200.

S - is the Teacher ' s rate of salary at retirement.

7.03.02 A Teacher hired by the St. Clair Catholic District School Board after June 1998 shall not be entitled to more than 50% of his /her annual salary at the time of retirement.

- 7.03.03 The allowance for retirement shall be paid in three equal annual payments commencing the first month of the calendar year following the retirement of the employee unless the Board and the Recipient/Teacher agree upon an alternate method of payment.
- 7.03.04 In the event of the death of a retired Teacher receiving gratuity payments , the unpaid balance will be paid to the beneficiary or to the deceased ' s estate.
- 7.03.05 Nothing in this plan shall prevent the Board from granting an Honorarium to the Teacher upon retirement.
- 7.3.6 The fund shall be managed in a manner agreeable to both parties.

Retirement Incentive Plan

- 7.04.01 The retirement incentive plan was part of the predecessor Kent Roman Catholic School Board agreement and applies only to those Teachers in the St. Clair Catholic District School Board who were employed by the predecessor Kent Roman Catholic Separate School Board as of June 30, 1982.
- 7.04 .02 A Teacher shall be entitled to the retirement incentive provided the Teacher retires from the teaching profession on a pension under the provisions of the Teachers ' Pension Act.
- 7.04.03 The Teacher must provide evidence to the Board from the Ontario Teacher Pension Plan Board that the Teacher has met the conditions outlined in Article 7.04.01 before the incentive is paid.
- 7.04.04 For a Teacher who was employed by the predecessor Kent Roman Catholic School Board as of June 30, 1982 the retirement incentive shall be as follows:

After:

10 yrs. service,	10%	of cumulative sick leave credits x 1/200 annual salary at date of retirement.
11 yrs. service,	12%	" " " " " " " " " "
12 yrs. service,	14%	" " " " " " " " " "
13 yrs. service,	16%	" " " " " " " " " "
14 yrs. service,	18%	of cumulative sick leave credits x 1/200 annual salary at date of retirement.
15 yrs. service,	20%	" " " " " " " " " "
16 yrs. service,	22%	" " " " " " " " " "
17 yrs. service,	24%	" " " " " " " " " "
18 yrs. service,	26%	of cumulative sick leave credits x 1/200 annual salary at date of retirement.

Article 8 Payment of Salaries

- 8.01 The Teacher's annual salary (his/her grid placement plus allowances) is to be paid in twenty six (26) equal payments commencing on the second Thursday following Labour Day in September and every alternate Thursday throughout the agreement year. Salary payments will be made by direct bank deposit into the Teacher's bank account.
- 8.02 The Board shall deduct from the pay of each Teacher who is within the scope of this agreement, equal installments for the fees established by OECTA. The Association shall advise the Board in writing of the amount of fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall remit the total amounts so deducted to OECTA within fourteen (14) working days of collection. OECTA agrees to indemnify and save harmless any action against the Board resulting from its compliance with this provision.
- 8.3 The Board shall deduct and forward from each Teacher the College of Teachers fees. The deductions shall be in six equal installments beginning with the first pay in September. This includes all Teachers receiving L.T.D. benefits. Teachers who are on leave without pay shall be responsible for remitting his/her College of Teachers' fee to the College of Teachers.
- 8.4 Upon receipt, the Board shall forward the OECTA Secondary portion of the Employment Insurance Rebate to the OECTA Secondary unit.
- 8.05 A Teacher is entitled to be paid his/her salary in the proportion that the sum of the total number of school days on which the Teacher performs his/her duties (or is paid pursuant to this Agreement) bears to the sum of the total number of school days in the school year.

For purposes of calculating a day's salary under this agreement, the amount shall be equal to:

$$\frac{1}{\text{\# of school days in that school year}} \times \text{Teacher's salary}$$

- 8.06 Part-time Teacher's salary shall be pro-rated.

Article 9 Category Placement

- 9.01 The salary schedule shall be applied to all Teachers in the bargaining unit.
- 9.02 Category definitions governing the payment of basic salary are as stated in the Qualifications Evaluation Council of Ontario Program Five. It is the duty of all Teachers who have requested a change in evaluation to obtain a Statement of the Evaluation from the Qualifications Evaluation Council of Ontario.
- 9.03 A Teacher, who before the beginning of the school year, has met all the conditions required for a certificate of a higher standing, shall be entitled to an adjustment in salary as of September 1 of that year, providing the Teacher presents proof to the Board on or before December 31 of that year that he or she is entitled to a change in category.
- 9.04 A Teacher, who before December 31st has met all the conditions required for a higher category and who informs the Board in writing by December 31, is entitled to an adjustment in salary as of January 1 provided that he/she provides the Superintendent of Human Resources with receipt of proof for the change by April 30 of that school year.
- 9.05 Teachers whose work is satisfactory shall be advanced on the salary grid one step until the stated maximum for the category classification has been reached.
- 9.06 It shall be the prerogative of the Board to withhold the annual increments of a Teacher whose work is deemed to be unsatisfactory according to the Board's Teacher Evaluation Policy.

Article 10 Travel Allowance

- 10.01 A Teacher shall receive the current Revenue Canada rate per kilometer for approved mileage between work locations. Such distances are to be determined by the Board.
- 10.02 All Teachers shall keep a log and submit a record for monthly reimbursement.
- 10.03 It is understood and agreed that Teachers using their personal cars on Board business shall maintain car insurance coverage in an amount not less than one million dollars for personal liability and public damage.

Article 12 Postings

A. Posting New Positions

- 12.1 When the Board creates a new position(s) of responsibility, the Board shall provide an overview of the responsibilities involved with that position. The salary and/or allowances for such a position(s) shall be negotiated by the OECTA Secondary Unit and a recommendation presented to the Teacher and the Board. Upon ratification by both parties, the salary and/or allowance shall become part of this Agreement. This salary and/or allowance, if available, will be included when advertising the position.
- 12.2 All positions other than regular Classroom Teachers, Guidance, French As A Second Language Teachers, Teachers in Charge and Special Education Teachers will be posted in every school within the Board for a minimum period of five (5) days prior to commencement of interviews for the position.

B. Posting Existing Positions of Responsibility

- 12.3 When a position of responsibility becomes vacant the Board shall post that position for a minimum of three (3) days.
- 12.4 Postings shall include an overview of the duties of the position, qualifications and the salary as stated in the collective agreement. Each qualified applicant shall be interviewed for the job. Each interview shall be conducted in a consistent and equitable manner. Upon request, each unsuccessful candidate shall be debriefed.

Article 13 Temporary Management Replacement and Special Assignments

13.01 Acting Administrator

13.01.01 The Board may assign a Teacher, with the Teacher's consent, to the position of Acting Administrator (Vice Principal) for a temporary period of time not to exceed ninety (90) consecutive school days, only when an existing Principal or Vice Principal is absent.

13.01.02 Any extension of this period shall only be with the approval of the local OECTA Executive.

13.01.03 The Acting Administrator shall be paid a salary equivalent to the salary of the administrator being replaced.

13.01.04 Acceptance by the Teacher of such temporary position shall not interrupt the accumulation of seniority or experience under the provisions of this collective agreement.

13.01.05 All other provisions of this collective agreement shall apply to the Teacher during such period of temporary assignment.

13.1.6 The Acting Administrator shall perform all of the duties normally associated with the position except that he/she shall not participate in the evaluation of any other Teacher.

13.01.07 When a Teacher assumes the position of Acting Administrator, the Board shall ensure that no Classroom Teacher's workload is increased as a result of the Teacher assuming that position.

13.01.08 The Board, subject to surplus and redundancy clauses, agrees to replace any Teacher who accepts an Acting Administrator position as described in this article with an Occasional Teacher.

13.02 Teacher in Charge

13.02.01 At the beginning of the school year, the principal shall designate and inform the staff and the OECTA President of the Teacher(s) in Charge at each school.

13.02.02 A Classroom Teacher designated Teacher In Charge shall be replaced by an Occasional Teacher.

- 13.02.03 No Teacher shall be designated without his or her consent.
- 13.02.04 Such assignments shall not exceed three (3) consecutive school days, except with the approval of the local OECTA Executive. Such assignments shall not exceed twenty (20) school days in total per year per school without the approval of the local OECTA Executive.
- 13.03 Special Assignment Positions
- 13.03.01 A special assignment may include a special project or study or system wide duties. The following teaching positions shall not be considered special assignments: Guidance, Resource, Special Education, Cooperative Education and Consultant.
- 13.03.02 Special assignments may be initiated by the District Board or Director of Education.
Notices of Special Assignment positions shall be posted within the school year by the Board in all secondary schools for ten (10) days prior to the Interview dates.
Postings will include job descriptions, responsibility allowances where applicable and the estimated duration of the assignment(s).
- 13.03.03 On return from the Teacher's special assignment, and subject to the staff reduction procedures, the Teacher shall be returned to an equivalent teaching assignment which is within the same division or subject area that he/she held before the special assignment.
- 13.03.04 Any allowance for Special Assignment Teachers shall be negotiated with OECTA.
- 13.03.05 Special Assignment Teachers appointed to the position of consultant, as defined in this agreement, shall receive an allowance equal to \$6521.

Article 14 Just Cause

- 14.01 No Teacher shall be disciplined, demoted, suspended or discharged without just cause. It is agreed that just cause for discharge exists for denominational grounds.
- 14.02 Where the matter concerned is of a denominational nature, the Board and OECTA shall, prior to discipline, demotion, discharge or suspension of a Teacher, attempt to resolve the matter on a personal basis through professional and/or religious counselling. The assistance of the Bishop of the Diocese or his designate, may be invited. A dismissal or disciplinary action for denominational grounds shall not be the subject of a grievance or arbitration (except only for the purpose of determining whether the discipline or discharge was for denominational grounds.)
- 14.03 Probationary Teachers have a lesser standard of just cause than that which applies to non-probationary Teachers.

Article 15 Employment Equity

15.01 The Board agrees that all Teachers shall have equal opportunity for teaching positions, positions of responsibility and educational leaves.

Article 16 Committee Representation

- 16.01 When the Board establishes committee(s) to formulate, review and or revise Board policies as they apply to Teachers, it shall invite, through the local OECTA Executive, a representative/representatives to sit on the committee.

Article 17 Management Functions

- 17.01 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 the provisions of The Ontario Labour Relations Act, The Education Act, The Constitution Act, 1982 and the Regulations of the Ministry of Education and Training for Ontario and all other relevant legislation.
- 17.02 Any provision of this Agreement which may prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by the "Roman Catholic Separate School Boards" and their supporters under the Constitution Act 1982, is null and void.
- 17.03 All rights not expressly granted to Teachers hereunder are reserved to the Board. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement. The Board agrees that in the exercise of its management rights it shall act in good faith.
- The exercise or non-exercise of rights hereby retained by the Board shall not be deemed to waive such rights or the right to exercise them in some other way in the future.

Article 18 Part Time Teachers

- 18.01 A Part time Teacher is defined as a Teacher teaching less than full-time.
- 18.02 Supervision duties for a Teacher who is less than full time in a school shall be assigned in the same ratio as the part time assignment.
- 18.03 A Teacher who is currently teaching full time, may apply for a part time teaching assignment and a part-time leave as per Article 37. This part time teaching status may be granted at the discretion of the Board. If a Teacher wishes to return from part time to full time teaching status, such Teacher shall have claim to the first suitable teaching assignment subject to the Surplus and Redundancy Provisions in this agreement.
- 18.04 The Board shall grant such requests for part time teaching when part time teaching assignments are available or job sharing agreements are acceptable.
- 18.05 Part time Teachers shall be paid according to their placement on the salary grid, as is stated in Article 2 of this agreement, pro-rated to reflect the percentage of time taught as a percentage of the teaching load as defined in Article 20.
- full time
- 18.06 Teachers who are teaching part time shall be subject to all the provisions contained in the collective agreement.

Article 19 Lunch Hours

- 19.01 Each Teacher shall have a 40 minute uninterrupted lunch period.
- 19.02 Supervision duties during the lunch hour shall be assigned on an
 equal rotating basis.
- 19.03 No Teacher shall be required to supervise during the lunch period in
 excess of 20 minutes per week.

Article 20 Working Conditions

- 20.01 Full-time classroom teachers who deliver credits, including Guidance, Resource and Cooperative Education teachers, may be assigned time tabled duties consisting of credit courses, credit equivalent courses, TAP, worked on-calls, supervision and remedial time to reach a maximum average aggregate of 6.67 eligible program workload as defined in the Education Act and Regulations made thereunder. Duties will be assigned as set out in 20.04 and 20.07: Workload Assignments.
- 20.2 Notwithstanding Article 20.01, full-time Guidance, Resource and Cooperative Education teachers who deliver credits and teachers who do not deliver credits, including Guidance and Resource Teachers, may be assigned all day to an unstructured timetable in their area. Teachers assigned in this manner shall not be assigned other duties except as defined in 20.09.
- 20.3 Part-time teacher workload shall be pro-rated to that of the teachers defined in Article 20.01 and as specified in 20.04 and 20.07: Workload Assignments.
- 20.4 In a semestered school, no classroom teacher shall be assigned more than the equivalent of 3.0 eligible credit courses per semester (or equivalent for a non-semestered school or combination thereof) plus assignments as specified in 20.07: Workload Assignments.
- 20.5 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties.
- 20.6 For teachers who are assigned TAP, material required for the delivery of the program shall be supplied and the maximum time assigned shall not exceed thirty (30) minutes per week on average over the school year.
- 20.7 Workload Assignments
- 20.7.1 All TAP, remedial time, supervision and on-calls, shall be equitably timetabled and performed inside the instructional day. Any scheduling of TAP, remedial time, supervision (excluding bus) and on-calls outside the

instructional day must be with the mutual consent of the teacher affected, OECTA and the Board.

- 20.7.2 As part of the 6.67 eligible program workload, full-time classroom teachers shall be assigned TAP, Remedial Time, Supervision, and On-Calls according to the following schedule:
- a) 0.42 equivalent program of: TAP, Supervision and On-Calls.
- Plus
- b) 0.25 eligible program or program of special duties of Special Education Remedial Time, Academic Remedial Time, Subject Specialized Coop Assistance, Guidance, Chaplaincy Assistance or Peer Tutoring Leadership.
- 20.7.3 A teacher with a mixed schedule of classroom and non-classroom teaching workload may be assigned to a maximum teacher workload proportional to the fraction of their classroom and non-classroom assignments.
- 20.7.4 Part-time teacher workload shall be pro-rated.
- 20.7.5 Workload assignments that are not described herein shall be developed with the mutual consent of the teacher affected, the principal, and OECTA to assure compliance with the Collective Agreement, the Education Act and relevant regulations.
- 20.8 Each full-time classroom teacher may be assigned a maximum twenty (20) half period on-calls each school year. Full period on-calls shall only be assigned in those circumstances where a second teacher is not available. On-calls shall not be generated for Special Leave days and shall be assigned on an equitable basis.
- 20.9 In addition to the on-calls as determined in 20.08 where emergency situations arise and it is determined that a Supply Teacher is not available, only teachers referred to in 20.02 may be assigned on-calls. Assignments will be made on an equitable basis to a maximum determined in 20.08.

- 20.10 Bi-monthly, upon the request of OECTA, the Board will make available the records of the on-calls performed by each Teacher.
- 20.11 No Teacher shall be assigned duties normally performed by management.
- 20.12 For the purpose of this Article, an on-call is defined as a Classroom Teacher supervising an absent teacher's class during his/her preparation time. Teachers referred to in 20.02 shall not generate on-calls.
- 20.13 For the purpose of this article an emergency on-call occurs when an unforeseen event arises which causes a Classroom Teacher, other than those in 20.02 to be absent.

Article 21 Supervision Duties

21.01 Non - instructional assignments shall be assigned equitably amongst all staff.

Article 22 Class Size Requirements

- 22.1 The Board agrees to maintain class sizes at the board wide aggregate levels indicated in the Education Act in each school year.
- 22.2 On September fifteenth (15), October thirty-first (31), February fifteenth (15) and March thirty-first (31), the Board shall submit to O.E.C.T.A. a record of the subjects each teacher is teaching and the size of each teacher's classes.

Article 23 Teacher Evaluation Procedure

- 23.01.01 Only Supervisory Officers, Secondary Principals and Vice-Principals who are members of the College of Teachers, shall evaluate a Teacher's competence.
- 23.01.02 No member of the bargaining unit shall be required to evaluate a Teacher's competence.
- 23.02.01 The Board shall provide OECTA with a policy on, and procedures for, evaluations which will be developed by a committee of the Board with bargaining unit participation.
- 23.02.02 Teachers shall be evaluated in accordance with policy and procedures.
- 23.02.03 All evaluations shall be in writing, signed by the evaluator(s), with a copy to the Teacher and a copy to the Teacher's personnel file. The Teacher may append comments to the evaluation report and shall have the right to an independent evaluator from within the Board where there is a disagreement with respect to the evaluation.
- 23.02.04 The Teacher shall be given at least one instructional day between the day of the notice and the day of any formal classroom observation.

Article 24 Workplace Health and Safety

- 24.1 The Board and the Teachers agree that all Teachers have the right to a healthy and safe working environment and that workplace health and safety shall be governed by the applicable provisions of the Occupational and Health and Safety Act.
- 24.2 The Board and the Teachers agree that any changes to the Occupational Health and Safety Act shall be brought to the attention of the Board's Health and Safety Committee and to the President of O.E.C.T.A. for review.
- 24.03 The Board's policy on Occupational Health and Safety is attached to this collective agreement for informational purposes but does not form part of this collective agreement.
- 24.03 Training required by the Occupational Health and Safety Act shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee.

Article 25 Extra Degree Allowance

25.01 Teachers who have obtained an extra degree which is not used for rating under Q.E.C.O. shall receive an annual allowance as follows:

Masters Degree	\$500.00
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Doctorate Degree	\$700.00
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The annual degree allowance for any teacher shall be limited to the dollar value of the highest degree attained.

Article 26 Workplace Harassment

26.01 The Board and the Teachers agree that all Teachers have the right to a workplace free from discrimination and harassment and to comply with their obligations under the Ontario Human Rights Code . The parties further recognize that under s.48(12)(j) of the Labour Relations Act that an arbitrator has the power to interpret and apply the Human Rights Code.

26.02 The Board's policy on Discrimination and Harassment is attached to this collective agreement for informational purposes only but does not form part of this collective agreement.

Article 27 Complaints to the College of Teachers

27.01 If a Teacher is the subject of an investigation by the College of Teachers, and the Board has determined no disciplinary action is required, no report/record of the investigation by the College of Teachers shall be included in the personnel file of the Teacher.

27.02 Notwithstanding any determination by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

Article 28 Probationary Period

- 28.01 "Probationary Teacher" means a Teacher employed by the Board during a probationary period.
- 28.02 A Teacher hired on a probationary basis is employed on probation for one year or ten (10) consecutive months of teaching (excluding July and August) or such lesser period as may be determined by the Board. The probationary period may be extended for an additional year or ten (10) consecutive months of teaching (excluding July and August) upon agreement between the Board and OECTA. The release of a probationary Teacher during or at the end of such probationary period shall be in accordance with the just cause provisions.

Article 29 Administration of Medication to Students

29.01 No Teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury or liability for negligence. A Teacher shall respond to a medical emergency situation involving a student(s) in a responsible manner.

29.02 The Board shall, through existing or supplementary insurance coverage, adequately insure Teachers against claims arising from the administration of medication through Board policy, or Board directives, for those Teachers who in an emergency must deal with medical procedures.

Article 30 Cumulative Sick Leave

- 30.01 On September 1, 1998, Teachers who were employed by a predecessor Board and the St. Clair Catholic District School Board for the 1997/1998 school year shall carry forward their accumulated sick leave credits to the maximum provided for in the applicable predecessor agreement.
- 30.02 Except as is set out in Article 30.08, 09, 10,11 the Board shall, on the first school day of each school year, credit each Teacher employed by the Board at that time with 20 days sick leave.
- 30.03 (i) Each Teacher shall be entitled to accumulate sick leave credits to a maximum of 250 days.
- (ii) For the retirement gratuity under Article 7, a maximum of 200 days shall apply for Teachers eligible for the gratuity.
- 30.04 By October 30th of each year, each Teacher shall be provided with a

statement of the number of sick leave credits accumulated to June 30 of that year.

- 30.05 All Teachers, after commencement of their duties each year, shall receive full pay for up to twenty (20) days of absence due to illness or injury during the school year. The Teacher's cumulative sick leave reserve will be drawn upon with full pay only to the extent that the number of days lost through illness or injury in any year is in excess of twenty (20) days.
- 30.06 A Teacher transferring without interruption from another board, including a Catholic Private School Board, shall begin his/her service with his/her cumulative sick leave credits from the previous Board up to a maximum of 250, provided the Teacher provides appropriate supporting documentation.
- 30.07 In the event a Teacher is unable to commence duties as assigned in the current academic year, such Teacher who performed duties for twenty (20) consecutive days in a semester in the previous academic year, shall be entitled to receive twenty (20) sick day credits on the first school day of the current academic year. The previous academic year is defined as the immediately preceding academic year.
- 30.08 Only Teachers who commence duties with less than 10 teaching days remaining in September, Teachers who are on LTD, leave without pay, or on W.S.I.B. on the first day of school shall be considered to be teaching a partial year.
- 30.09 In computing sick leave credits for a partial year, only full months of employment will be used. A full month of employment is one in which the Teacher teaches for at least ten (10) consecutive days.
- 30.10 Teachers employed for a partial year shall receive two (2) sick leave credits for each full month of employment. A full month of employment is one in which the Teacher teaches at least ten (10) consecutive days.
- 30.11 The number of sick days credited to a part time Teacher for the year shall be in the same proportion as his or her teaching time is to a full year.
- 30.12 Every period of absence is to be reported by all teaching personnel by notifying the person designated by the Board as soon as possible.
- 30.13 Any Teacher who signifies his/her willingness in writing may donate one sick leave credit per year to any Teacher who has exceeded his/her sick leave credits and exhausted his/her cumulative reserve. The maximum

number of days which may be donated to any one Teacher in any school year is twenty (20) In order to be the recipient of the twenty (20) donated days a Teacher must be eligible for sick day credits in the current academic year according to Article 30.05 and must submit a supporting letter from his/her certified medical practitioner.

- 30.14 The Board may, at its discretion, continue to pay a Teacher who, through prolonged illness, has exceeded his/her twenty(20) day annual leave and the Teacher's entire accumulated sick leave plus the additional twenty (20) days of donated credits.
- 30.15 The Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner, for absences of three (3) consecutive school days or more due to sickness, physical and/or mental disability
- 30.16 For absences greater than ten (10) or more consecutive school days, due to sickness, physical and/or mental disability, the Board may require a Teacher to submit a certificate form a qualified medical or dental practitioner who is mutually agreed upon by the Board and OECTA . The Board may require a Teacher to sign a consent to release his/her medical information from his/her own physician or dental practitioner to the mutually agreed upon qualified medical or dental practitioner prior to the examination. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
- 30.17 Should a Teacher totally exhaust his/her sick leave credits and be unable to return to work, the Board shall grant each Teacher one leave of medical absence. Such leave shall be effective from the first day of expiration of sick leave credits and extend two years from this expiry date. If the Teacher does not return to work by the end of the two year leave of absence, the Teacher's employment with the District Board will be deemed to have been terminated. This medical leave of absence shall not be available to any Teacher, who at the request of the Board, has received a medical certificate according to 30.16 which is unfavourable to the Teacher.
- 30.18 An interruption of employment with the St. Clair Catholic District Board shall not negate any former accumulation of sick leave credits provided there has been no intervening employment.

Article 31 Pregnancy, Parental and Adoption Leave

- 31.01 Pregnancy, parental and adoption leaves shall be in accordance with the Employment Standards Act. The current, relevant provisions of the Act are appended to this collective agreement. These provisions do not form a part of the collective agreement and are appended for informational purposes only.
- 31.02 Upon application from a Teacher on pregnancy or parental leave, the Board shall grant an extension to the leave of up to one (1) school year. The Board may, in its discretion, grant an extension beyond one (1)

school year. The extended leave must terminate on the day immediately preceding the first day of school or the first school day of the second semester. The return date shall be clearly stated prior to the commencement of the leave. The Board shall notify the Secondary Unit President of each such extension.

- 31.03 The Teacher shall be eligible to remain in the Benefits Groups. The Teacher shall pay 100% of premium costs for the period of the leave in excess of that provided for in the Employment Standards Act.
- 31.04 A Teacher shall be granted special leave without deduction from salary for one day for needs related to the birth of a child.
- 31.05 Subject to staff surplus and reduction provisions, on return from leave, a Teacher shall return to an equivalent teaching assignment which is within the same department or subject area that he/she held before the leave.

Article 32 Absence from Duty

- 32.01 a) An allowance of up to five (5) consecutive school days shall be allowed without loss of pay or sick leave credits to attend the funeral of a member of the immediate family of a Teacher.

The immediate family shall include the following members of either the Teacher, or the spouse of the Teacher:

Husband/Wife	Father/Mother/Guardian
Son/Daughter	Brother/Sister

Grandfather/Grandmother/Grandchild Aunt/Uncle

- b) An allowance of up to three (3) consecutive school days without loss of pay or sick leave credits shall be granted for funerals of non immediate members of the family of the Teacher or the spouse of the Teacher.
- c) At the discretion of the Director, an allowance of up to three (3) consecutive school days without loss of pay or sick leave credits may be granted for the attendance at the funeral of a close friend.

32.02 Quarantine / Jury duty / Subpoena

The Board shall grant leave of absence with no deduction in salary or sick leave credits for the following reasons and under the conditions stated:

- a) For absence from duty in any case where, because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical officer of health from attending upon his/her duties.
- b) For absence from duty when required to serve on a jury or when subpoenaed as witness in any proceedings to which the Teacher is not a party or one of the persons charged. The Teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses, that the Teacher receives as a juror or as a witness.

32:03 **Personal Days**

- 32.03.01 At the discretion of the Director, an allowance of up to three (3) school days of leave per year without loss of pay or sick leave credits may be granted to a Teacher for personal reasons. Said reasons are to be stated clearly, in writing, to the Director.
- 32.03.02 The letter of application for absence from duty is to be signed by the Principal.
- 32.03.03 Emergency situations can be handled by a telephone call to the Director of Education with a follow up letter setting out the reasons for the absence from duty.
- 32.03.04 The meaning of "Personal" reasons shall include:
 - (a) Reception of degrees of honours
 - (b) Writing examinations

- (c) Attending university or other convocation of a member of the immediate family
- (d) When required to register for courses at a university for professional development
- (e) Serious illness of a member of the immediate family
- (f) To attend the wedding of a member of the immediate family
- (g) To allow for acts of nature over which one has no control
- (h) A Teacher who is absent from duties due to extenuating circumstances not covered above may be granted a special leave at the discretion of the Director.

32.04 Special Leave

- 32.04.01 A special leave of up to five (5) school days per year may be taken by a Teacher provided the request is submitted in writing to the Principal at least five (5) school days prior to the date of the leave.
- 32.04.02 Special leave days shall be paid for by the Teachers at 110% of the supply Teacher daily rate.
- 32.04.03 Suitable arrangements shall be made with the approval of the school Principal. The approval of the school Principal shall not be unreasonably withheld.
- 32.04.04 The special leave is separate from other leave and personal leave days as outlined in this agreement.
- 32.4.5 An Occasional Teacher(s) shall be used to replace the Classroom Teacher(s) granted a special leave day(s).

Article 33 Education Leave

- 33.01 The Board reserves the right to suspend educational leaves during any year when in its opinion the granting of leave would not be in the best interests of school administration and operation.
- 33.02 Applications must be in writing to the Director of Education on or before December 31 prior to the year for which leave is requested.

- 33.03 A request for leave shall have the approval of the Director of Education and a suitable replacement must be available. Board approval shall be based solely on the merits of each application.
- 33.04 Nothing in this Article shall restrict the Board from sending any person on staff to pursue investigation or further study in a specialized field on terms decided by the Board and with the consent of the person involved.
- 33.05 To be eligible, an applicant must have a minimum of ten (10) years teaching experience. However, this period may be lessened if it is felt that special circumstances warrant special consideration.
- 33.06 A Teacher must give commitment in writing on a form approved by the Board to continue in the employ of the Board for at least three (3) years after the Education Leave year.
- 33.07 A Teacher shall submit to the Board a written report on the year's study and related activity.
- 33.08 The Education Leave salary shall be 75% of the salary the Teacher would ordinarily receive in accordance with this agreement for the year in which leave is granted. The Teacher on leave will receive normal salary increments for the year.
- 33.09 Should the Teacher's employment with the Board be terminated prior to the three (3) years referred to in .06, the monies advanced by the Board shall be repaid on a pro-rated basis over a period not to exceed three (3) years. The Board may waive this clause if such a Teacher is offered and accepts a position with the Ministry of Education and Training for Ontario.
- 33.10 The Education Leave Plan shall be distinct from and exist independently of the Cumulative Sick Leave Plan.

Article 34 Recognition

- 34.01 The Board recognizes OECTA as an exclusive bargaining agent of all Teachers, other than Occasional Teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time. "Teacher" bears the same meaning as "Part X.1

Teacher” as defined in the Education Act as amended.

34.02 “Occasional Teacher” bears the same meaning as that given to “Occasional Teacher” as defined by the Education Act, as amended.

34.03 This Agreement is binding upon the Board and OECTA and upon the Secondary Teachers employed by the Board.

Article 35 Deferred Salary Leave

- 35.01 **Description**
The Deferred Salary Leave Plan has been developed to provide Teachers the opportunity of taking a one (1) year or one semester leave of absence and, through deferral of salary, finance the leave.
- 35.02 **Qualification:**
Any Teacher having three (3) years seniority with the Board is eligible to participate in the plan.
- Application**
- 35.03.01 A Teacher must make written application to the Director of Education or his or her designate on or before January 31, requesting permission to participate in the Plan.
- 35.03.02 Written acceptance, or denial of the Teacher's request with explanation, shall be forwarded to the Teacher by March 1 in the school year that the original request is made.
- 35.03.03 Approval of the individual requests to participate in the Plan shall rest solely with the Board.
- 35.03.04 Criteria for acceptance will be based on: i) earliest application and ii) seniority.
- 35.04 **Payment Formula**
- 35.04.01 Subject to approval of Revenue Canada, the number of years/semesters over which the Teacher's salary is to be deferred shall be negotiated between the Teacher and the Board.
- 35.4.2 In each year/semester of the Plan, preceding the year/semester of the leave, a Teacher shall be paid an equally reduced percentage of his/her proper grid salary and applicable allowances. The remaining percentage of annual salary shall be deferred and this accumulated amount plus any interest earned shall be retained for the Teacher by the Board to finance the year/semester of leave.
- 35.4.3 Deductions will be made each pay period and remitted once a month to a current Board bank account set up separately for each Teacher. The funds in this account will be held in trust by the Board for each contributor at the bank where the Board normally does business. If requested in

writing, a detailed accounting of all monies held in trust by the Board shall be provided to the Teacher in September of each year that the Teacher is involved in the Plan.

- 35.04.04 Interest shall be credited to the account monthly, using the Minimum Lending Rate less a specified percentage established by the bank on the first banking day of each month. The interest rate will be applied to the average monthly balance in the account. In the year/semester of the leave, one third of the accumulated savings including interest in the current account shall be paid to the Teacher by September 15 and the balance shall be paid by January 15, less any payroll deductions, or by mutual agreement.

35.05 **Employee Benefits**

- 35.05.01 While a Teacher is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.
- 35.05.02 A Teacher's employee benefits will be maintained by the Board during his/her deferred leave of absence; however, the premium costs of all benefits shall be paid by the teacher during the year/semester of the leave.
- 35.05.03 While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the Plan, subject to any terms or restrictions of the insurance policy in effect.

35.06 **Terms of Reference**

- 35.06.01 On return from leave and subject to the staff reduction provisions, a Teacher will be returned to an equivalent teaching assignment (including position of responsibility) which is within the same division or subject area and within the geographic region prior to the commencement of the deferred salary leave.
- 35.06.02 Sick leave credits shall not accumulate during the year/semester spent on leave.
- 35.06.03 Experience for purposes of salary increment will not accumulate for the

period of the leave.

- Plan. 35.06.04 (i) Teachers declared redundant must withdraw from the
- adjustment the date soon as (ii) In such case, the Teacher shall be paid a lump sum equal to any monies deferred plus the interest accrued to of withdrawal from the Plan. Repayment shall be made as possible within sixty (60) days of withdrawal from the Plan.
- 35.06.05 Pension deductions are to be deducted during the year/semester of leave, as provided by the Ontario Teacher Pension Plan Board.
- 35.06.06 Statutory deductions required by Revenue Canada shall be deducted during the year/semester of leave.
- 35.06.07 Should a Teacher die while in the Plan, any monies accumulated plus interest accrued at the time of death will, (subject to the approval of revenue Canada) be paid to the Teacher's beneficiary or, if no beneficiary exists, to the Teacher's estate.
- 35.07 Withdrawal from Deferred Leave
- Part A: A Teacher may withdraw from the Plan prior to taking his/her leave of absence, providing he/she forwards a written notice to the Director of Education, but he/she may not withdraw from the Plan after December 30 of the year preceding his/her leave.
- Part B: A Teacher who resigns from the Board's employ, is dismissed, or otherwise ceases to be employed by the Board prior to the commencement of his/her leave, shall be deemed to have withdrawn from the Plan.
- Part C: Upon withdrawal in accordance with "A" and "B" above, all monies accumulated in the above mentioned savings accounts shall be repaid to the Teacher within thirty (30) days of notification of withdrawal, subject to the statutory deductions required from time to time by the regulations set by Revenue Canada.

Article 36 General Leave of Absence

- 36.01 A leave of absence without salary and benefits or sick leave credits may be granted by the Board upon the recommendation of the Director of Education.
- 36.02 In the event that a Teacher notifies the Board that he/she wishes to return to teaching prior to the expiration of the leave of absence, the Teacher may return by mutual consent between the Teacher and the Board should a vacancy for which the Teacher is qualified occur prior to the expiration of the leave of absence.
- 36.03 Teachers returning from a leave of absence are required to notify the Board in writing on or before November 15 to return for second semester, and on or before March 15 to return for first semester in September. In the event a Teacher fails to notify the Board according to these specific dates, the Teacher may return only if a vacancy for which the Teacher is qualified exists, subject to the staff reduction provisions of the collective agreement.
- 36.04 While on a Leave of Absence the Teacher shall be eligible to remain in the Benefit Groups. The Teacher shall pay 100% of premium costs for the period of the leave granted in accordance with this Article.
- 36.05 On return from the leave and subject to the staff reduction provisions, a Teacher will return to an equivalent teaching assignment which is within the same department or subject area that he/she held before the leave.

Article 37 Part-time Leave

- 37.01 A full time Teacher may apply in writing for a part-time leave of absence in order that he/she may take a part-time teaching position with the Board.
- 37.02 Such requests shall be considered by the Board provided that:
- a) the leave requested is for no longer than one (1) school year; and
 - b) a part-time position for which the Teacher is qualified exists.
- 37.03 In the event that the Teacher notifies the Board that he/she wishes to return to full time teaching prior to the expiration of the leave, the Teacher may return by mutual consent between the Teacher and the Board should a vacancy for which the Teacher is qualified occur.
- 37.04 On return from the leave and subject to the staff reduction provisions, a Teacher will return to an equivalent teaching assignment which is within the same department or subject area that he/she held before the leave.
- 37.05 While on a part time leave the Teacher shall be considered a part time Teacher and subject to all provisions of the collective agreement including benefits. The benefit premiums paid by the Board shall be pro-rated to reflect the percentage of time taught as a percentage of the instructional day/year. The remainder of the benefits costs shall be paid by the Teacher.

Article 38 Seniority

Seniority Defined

- 38.01 On January 1, 1998, the Board recognized fully the seniority of each Teacher as determined by the Collective Agreement of the applicable predecessor board.
- 38.2 As of October 1st, 2001 seniority shall mean the length of continuous service in the secondary bargaining unit with the Board, or a predecessor board(s), from the date of commencement of employment.
- 38.3 Any Teacher that transferred seniority from the elementary to the secondary bargaining unit prior to October 1st, 2001 shall be given secondary seniority from their date of commencement of employment with the Board or the applicable predecessor Board.
- 38.04 For the purpose of this Article, "continuous service" shall include being on the recall list, exchange teaching, loan to DND, local Association Leaves, and any and all leaves taken with the approval of the Board, including leaves for lengthy illness.

Seniority List

- 38.5.1 The Seniority List shall provide in decreasing order of seniority, the names of the Teachers in the secondary bargaining unit and the date of commencement of employment with the board.
- 38.05.02 Each Teacher employed by the Board shall be placed on the Seniority List.
- 38.05.03 The Seniority List shall be established by the Board in consultation with the local Unit President.

- 38.05.04 The Seniority List shall be updated each year and a revised copy thereof provided to the local Unit Presidents by November 30th for their approval. Once approved, the list shall be posted in each school and shall be binding on the Teachers.
- 38.05.05 Part-time Teachers shall not be pro-rated except as provided for in 38.05.06 below.
- 38.05.06 When in the application of Article 40 (Staff Reduction), where the seniority of two or more Teachers is equal, the determination of their respective positions on the seniority list shall be based upon the following criteria, and in order:
- i) total full time teaching experience with the secondary panel of the St. Clair Catholic District School Board.
 - ii) total full-time equivalent teaching experience with the Board or its predecessor boards during the period of continuous service;
 - iii) other teaching experience with the Board or its predecessor boards;
 - iv) total teaching experience recognized for salary purposes;
 - v) highest category placement in accordance with Q.E.C.O. respective Statements of Evaluation;
 - vi) the qualifications listed on the current Certificate of Qualification issued by the Ontario College of Teachers in excess of those used for Q.E.C.O. placement;
 - vii) by lot drawn in the presence of a Unit President or designate.

Article 39 Transfers

- 39.01 Teachers who are interested in transferring to another secondary school should express that interest, preferably by March 15. Teachers should express the interest in writing to the Board.
- 39.02 When there are known vacancies, pursuant to Staff Surplus and Redundancy provisions of this agreement, the Board shall post such vacancies for three (3) school days. The Board shall consider Secondary Teachers for transfer for the filling of such vacancies prior to hiring new Teachers. The decision to grant or to deny a Teacher's request for transfer is at the sole discretion of the Board. A Teacher who is denied a transfer may request to discuss the reasons with the person responsible for the denial.
- 39.03 The Board may transfer a Teacher to another Secondary School at any time provided that the Teacher and OECTA are informed in writing of the reasons for the transfer. No Teacher shall be transferred outside his/her geographic region without his/her consent. No Teacher shall be transferred more than once within a 2 year period unless agreed to by the Teacher or pursuant to a Board motion, provided there is consultation with OECTA. Where the transfer is to be effective for the following school year, notice of the transfer will be given to the Teacher by May 15.
- 39.04 A transfers which would involve the placement of a Teacher from the Secondary Unit into the Elementary Unit must have prior consultation with OECTA and the consent of the Teacher involved.
- 39.05 Transfers from the Elementary Unit cannot cause redundancy in the Secondary Unit.
- 39.06 Nothing in this Article limits Teachers to mutually agree amongst themselves to arrange a transfer with the consent of the Board.

Article 40 Staff Reduction

The placement of teaching staff in the St. Clair Catholic District Board is the responsibility of the Board. Where it is necessary to reduce staff the board shall provide OECTA with an opportunity to offer suggestions on ways in which the declaration of Teachers as surplus could be avoided. In the event there are Teachers declared surplus the Board will meet with OECTA to review the Teachers who have been declared surplus, the reasons for them being declared surplus and possible assignments available for the surplus Teachers

A. Surplus to the Secondary School

- 40.01 Teachers shall be declared surplus to their school in reverse order of seniority provided that the remaining Teachers are qualified to perform the remaining assignments. The reasons for which a Teacher could be declared surplus include, a change in legislation, the reduction or elimination of a course or program, the elimination of a position of responsibility within the unit or a decline in enrolment.
- 40.02 Teachers' surplus to their school for the following school year shall be notified by April 30.
40. 03 A Teacher displaced in accordance with paragraph 40.01 above shall be declared surplus and shall be assigned, if possible, in accordance with that paragraph.
40. 04 A Teacher will be considered qualified to assume a teaching assignment for the purposes of the Article if he/she can and does obtain the required qualifications prior to the commencement of the assignment. .
- 40.05 Teachers declared surplus to their school shall be assigned to another school no later than May 30th provided they are qualified to assume the assignment of a less senior Teacher. Where the surplus Teacher has the qualifications to assume the assignment of more than one less senior Teacher, he/she shall assume the assignment of the least senior Teacher.
- 40.06 A Teacher has the right to refuse a teaching assignment if the assignment is in a school in a different geographical region from the region of the Teacher's last teaching assignment prior to being declared surplus. The Teacher shall be declared redundant

40.07 A Teacher who has been declared surplus and who is not able to displace a less senior Teacher in accordance with paragraph 40.02 shall be declared redundant.

B. Redundancy/ Recall

40.08 A Redundant Teacher is a Teacher, who after being declared surplus, does not have a teaching assignment with the Board.

40.09 When it has been determined that there are redundant Teachers in the Secondary Unit they shall be placed on the recall list in reverse order of seniority.

40.10.01 On or before April 30, a Teacher shall receive written notification stating that he/she has been declared redundant for the following school year as per this Article. The reasons for which a Teacher could be declared redundant include, a change in legislation, the reduction or elimination of a course or program or a decline in enrolment. In such circumstances any notice of lay off shall be in accordance with the Employment Standards Act.

40.10.02 A Teacher who is subject to lay-off shall elect in writing within the notice period whether to maintain his/her recall rights..

40.10.03 In the event that the Teacher elects to waive his/her recall rights or fails to make an election, the Teacher's employment terminates and the Teacher shall be paid any severance pay to which he/she is entitled under the Employment Standards Act.

40.11.01 In the event that a Teacher elects to maintain his/her recall rights the Teacher shall be placed upon the recall list in which case if the Teacher is not recalled to and returns to permanent employment within twenty-six (26) months of placement on the list the Teacher's employment shall terminate and the Teacher shall be paid severance pay to which he/she is entitled to under the Employment Standards Act.

40.11.02 A Teacher on the recall list may at any time during the twenty-six (26) month period renounce his/her recall rights at which time his/her employment will terminate and the Teacher shall receive any severance

pay to which he/she is entitled under the Employment Standards Act.

Procedure for Recall

- 40.12.01 Recall shall be in the reverse order of seniority provided the Teacher is qualified to perform the teaching assignment.
- 40.12.02 The three Teachers at the top of the Recall List shall be offered the teaching assignment of permanent supply Teacher within each secondary school (one per school) until such time as they become eligible for recall.
- 40.12.03 A Teacher who has been placed on the recall list from a full-time teaching assignment shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching assignment with the Board. However, if such Teacher does not accept the temporary or part-time teaching assignment, he/she shall not be considered for recall to any other teaching assignment similar to such assignment. If the Teacher does accept a part-time position and further periods which that Teacher is qualified to teach become available within the school, the Board shall consider assigning those additional periods to the Teacher. Where a temporary or part-time teaching assignment is finished the Teacher shall be returned to the recall list.
- 40.12.04 A Teacher on the recall list must keep the Board informed at all times of his/her proper address and telephone number. The initial attempt to recall eligible Teacher(s) shall be by telephone. If this is unsuccessful, a registered letter shall be sent to the last known address.
- 40.12.05 Any Teacher on the recall list shall have the option to maintain his/her benefit coverage at full premium cost to the Teacher payable to the Board in advance on a monthly basis.
- 40.12.06 Any Teacher on the recall list who is offered a part-time or full-time teaching assignment shall have a maximum of ten (10) working days from the date of notification by telephone or the posting of the registered letter, in which to accept the teaching assignment.
- 40.12.07 A Teacher who is unable to report for work and provides satisfactory medical or other evidence of injury, illness or other reasonable excuse acceptable to the Board, shall not lose recall rights solely because of

his/her failure to report.

40.12.08 A Teacher who fails to accept his/her recall or report for work as specified, except where permitted by this Article shall lose all recall rights.

40.12.09 Notwithstanding 40.12.08, a Teacher has the right to refuse a teaching assignment if the assignment is in a school in a different geographical region from the region of the Teacher's last teaching assignment prior to being placed on the recall list. The Teacher shall maintain his/her position on the recall list.

Deemed To Have Terminated Employment

40.13 A Teacher shall be deemed to have terminated employment with the Board if the Teacher:

- a) Voluntarily resigns in writing, or
- b) Fails to report for the teaching assignment within ten (10) days from the mailing notice of recall unless a reason satisfactory to the Board

is given,

or

- c) Fails to report to work, after being recalled, within ten (10) days of notifying the Board of his/her return to work unless a reason satisfactory to the Board is given,

or

- d) Elects to waive or renounce his/her rights.

40.14 Letter of Reference

Any Teacher whose employment is terminated by the Board, after being declared redundant, shall receive from the Director of Education a letter of reference stating the sole reason for termination was redundancy.

Article 41 Personnel Files

- 41.01 A Teacher shall have the right to reasonable access during normal business hours for the purpose of reviewing his/her personnel file in the presence of a Board official or his/her designate. The Teacher may reasonably request a copy of any material contained in the file.
- 41.02 If a Teacher disputes the accuracy of the contents of his/her file, he/she may request in writing the removal of the specified material. If the Board does not grant the Teacher's request, a copy of the request will be appended to the specified material.
- 41.03 A Teacher may request in writing that any materials five (5) years of age or older be removed from his/her file.
- 41.04 A Teacher will be notified in writing or by copy of any addition to his/her file.
- 41.05 No record of the fact that a grievance was filed on behalf of a Teacher or a group of Teachers shall be placed in the Teacher's personnel file.

Article 42 Grievance Procedure

42.01 Definition

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the Teacher, group of Teachers or OECTA and the Board.
- b) A "party" shall be defined as:
 - i) OECTA
 - ii) the Board
- c) "Days" shall mean school days unless otherwise indicated.

42.02 Informal Stage

The Teacher, or group of Teachers, and/or an OECTA representative will attempt to resolve a grievance by informal discussion with the principal or immediate supervisor prior to initiating the formal grievance.

42.03 Formal Stage

Step 1

- a) OECTA, at the written request of a Teacher or group of Teachers desiring to submit a grievance and with the approval of OECTA, shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and signed by the grievor(s) and/or OECTA as the case may be and shall send the same to the Superintendent of Human Resources or his/her designate, within twenty (20) days from the time of the occurrence

of the circumstances which giving rise to the grievance, or when the Teacher ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.

- b) The Superintendent of Human Resources or his/her designate, shall meet with the grievor(s) and the representative(s) within ten (10) days from the receipt of the grievance. The Superintendent of Human Resources or his/her designate shall forward the written decision to OECTA within five (5) days of such meeting.

Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or OECTA shall submit the grievance, in writing, to the Director of Education or designate and the Chair of the Board within five (5) days of receiving the decision at Step 1.
- b) The Director of Education or designate and a Trustee, if available, shall meet with the grievor(s) and OECTA representative(s) within ten (10) days from the receipt of the grievance. The Superintendent of Human Resources or his/her designate may be present if so required by the Director of Education. The Director of Education or designate shall forward a written decision to OECTA within five (5) days of such meeting.

Step 3

If no settlement is reached, OECTA may submit the grievance to arbitration within ten (10) days of receipt of the response as follows:

- a) Board of Arbitration: A grievance may be submitted to a Board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days name a second appointee. The first two appointees shall appoint the third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the arbitration board, the other party may request the Minister of Labour to refer the grievance to a single arbitrator.

- b) Decision of the Board of Arbitration: An arbitration board shall give a decision within sixty (60) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the board of arbitration shall be final and binding and enforceable on all parties.

- c) Arbitration: Upon agreement of the parties a grievance may be submitted to a single arbitrator, and OECTA will indicate the name of its suggested arbitrator to the Board. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

- d) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any Teacher(s) affected by it.

- e) Powers of the Board of Arbitration: An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act. The time lines in the grievance and arbitration provisions are mandatory.

- f) Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the Chair of the arbitration board.

- g) Policy Grievance: OECTA and the Board shall have the right to file a grievance based on a dispute arising out of the application,

administration, interpretation or alleged violation of this collective agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented as Step 2 to the OECTA President or the Director of Education, as the case may be, and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or when OECTA or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this collective agreement.

h) i) Grievance Mediation: Nothing in this Article precludes the parties from mutually agreeing to consensual mediation - arbitration under section 50 of the Labour Relations Act.

ii) Expedited Arbitration: Either party may utilize the expedited arbitration provisions of the Labour Relations Act in accordance with section 49 of the Act.

i) **Other:**

a) All time limits herein for the grievance and arbitration procedure may be extended only upon written consent of the parties.

b) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

c) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.

d) Records of any grievance shall be kept in a file separate from the personnel files of an individual Teacher.

Article 43 Association Business

- 43.01 The President of the local Union of OECTA shall be granted relief from teaching duties without deduction of salary or sick leave credits or teaching experience for the purpose of attending to business pertaining to the local unit. The amount of relief shall be in accordance with the provisions of the OECTA handbook or as mutually agreed by the local Unit Executive and the Board. Any Teaching schedule for the President shall be approved by the director of education. The local Unit of OECTA shall reimburse the Board the portion of the salary and benefits of the President equivalent to the President's relief time or as mutually arranged by the local Unit Executive and the Board. All salary and benefits shall be paid by the Board to the President during the period of leave in a manner consistent with the collective agreement. The President shall be granted preparation, planning and evaluation time in the same proportion as the teaching time of the President.
- 43.02 The Treasurer of the local Unit of OECTA shall be granted five (5) teaching days absence per year without deduction of salary or sick leave credits for the purpose of attending to the business pertaining to the local Unit. The local Unit of OECTA shall reimburse the Board an amount equal to the cost of a Occasional Teacher for these days.
- 43.03 The Chief Negotiator of the Local Collective Bargaining Committee shall each be granted ten (10) teaching days absence per year without deduction of salary or sick leave credits for the purpose of attending to business pertaining to negotiations. The local Unit of OECTA shall reimburse the Board an amount equal to the cost of a Occasional Teacher for these days.
- 43.04 Upon the mutual agreement of the Board and the local Unit of OECTA, other Teachers may be relieved of their teaching duties to carry out Local or Provincial Teacher Association duties. The local Unit of OECTA shall reimburse the Board an amount equal to the cost of a Occasional Teacher for these days.

43.05 **Association Representative**

- a) The Board recognizes the appointment of one or more Association representative(s) at each school and/or Board site.
- b) Upon the request of the Teacher, the Association Representative at the school, if available, will be released from assigned duties without loss of benefits or pay, for the purposes of attending a meeting with the Teacher and a Principal, Vice-Principal or other Board official.

43.06 All rebates of premiums to which Teachers are entitled under the provisions of Section 64(4) of the Employment Insurance Act are to be turned over to the appropriate local OECTA Unit. The distribution of the Employment Insurance Rebate is to be handled in accordance with Article 8 of this agreement.

Article 44 Pay Equity

44.01 The pay schedule under this agreement is deemed to be a gender neutral compensation schedule for the purposes of the Pay Equity Act.

Article 45 Workers Safety and Insurance Benefits

- 45.01 Upon written consent from the Teacher, the Board shall provide OECTA with a copy of the Employer's Form 7 submitted to the WSIB.
- 45.02 A Teacher is entitled to draw upon his/her accumulated sick leave credits to the extent necessary such that the Teacher does not suffer a net loss of earnings while being absent due to an illness or injury compensable under the WSIA.
- 45.03 The Board will continue to pay its portion of benefits contributions for up to two years from the date of the compensable injury or illness if the Teacher continues to pay his/her contributions during the same period.
- 45.04 Where a Teacher receives WSIB benefits as determined by the Worker's Safety and Insurance Board, such payments shall be directed to the Board until the Teacher exhausts his/her sick leave credits.
- 45.05 Where appropriate, the Board, in consultation with OECTA and the injured Teacher, agrees to develop a return to work plan.

Article 46 Summer School and Continuing Education

- 46.01 A Continuing Education Teacher shall mean an individual who is engaged in the teaching of a course or courses which is/are eligible for credit towards an Ontario Secondary School Diploma for which Continuing Education grants are received.
- 46.02 A Continuing Education course shall mean a credit course developed from Ministry of Education guidelines or approved by the Ministry of Education which has been scheduled for the number of hours prescribed by the Ministry of Education.
- 46.3 Openings in Continuing Education will be posted in the Secondary Unit for a period of not less than three (3) school days prior to interviewing and hiring.
- 46.04 Teachers of Continuing Education shall be qualified according to the terms of this agreement. If there are no qualified applicants the Board may hire the applicant of its choice.
- 46.05 The Board shall pay to a Continuing Education Teacher for each hour of instruction in a credit course the following rate of pay: \$33.00
- In the event the instructor appointed for the in-class component of Driver's Education is a qualified Teacher, he/she shall be paid according to this Article as a Continuing Education Teacher. The rates of pay shall include Vacation and Holiday pay.
- 46.06 The Board and Teachers agree that the employment of the Continuing Education Teacher in the Continuing Education program is deemed to be terminated upon the completion of the course which the Teacher was employed to teach or the date of the cancellation of the course which the Teacher was employed to teach.
- 46.07 If a Continuing Education course which a Continuing Education Teacher was employed to teach is cancelled on or after the first scheduled session of the course, the Board shall pay to such Teacher a sum equal to four (4) hours of pay according to this Article. This amount will be in addition to any hourly rate earned by the Teacher for the course prior to its cancellation.
- 46.08 A Continuing Education Teacher shall not be paid while absent from duties.

- 46.09 Other than as set out in Article 46.10, the terms and conditions of this Collective Agreement shall not be applicable to Continuing Education Teachers.
- 46.10 Notwithstanding, the grievance and arbitration procedures as set out in this Collective Agreement shall apply to Continuing Education Teachers with respect to the terms and conditions of employment set out in this Article only.
- 46.11 Teachers of Continuing Education who are teaching credit courses in accordance with Articles 47.01 and 47.02 must be members of OECTA. The applicable Ontario Teachers' Federation fees will be deducted on an equal basis from each pay and subsequently remitted to the provincial office of OECTA.
- 46.12 Any applicable Teachers' Pension Plan fees shall be deducted on an equal basis from each pay.

Article 47 Teacher Assault

- 47.1 The Board and the Teachers agree that all Teachers have the right to a workplace free from any type of assault.
- 47.2 Assaults against Teachers shall be governed by board policy.

Article 48 No Strike or Lockout

48.01 There shall be no strike or lockout during the duration of this Agreement, nor shall OECTA, its officers and agents take any steps directly or indirectly to cause a strike during the duration of this Agreement. The terms “strike” and “lockout” shall bear the meaning given them in the Labour Relations Act, as amended.

Memorandum of Agreement
Between
The St. Clair Catholic District School Board
And
The Ontario English Catholic Teacher's Association
The OECTA Secondary Teachers

The above named parties agree to abide by the attached collective agreement.

SIGNED

Brendan Deery	Teacher Chief Negotiator	_____
Dean Bradley	St. Clair OECTA President	_____
Henry Kulik	Board Chief Negotiator	_____
Margaret Nelson	Director of Education	_____
Dan Barry	Board Chairperson	_____

Date