



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD**

**AND THE**

**ST. CLAIR SECONDARY UNIT**

**ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2008 TO AUGUST 31, 2012**

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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 ).

The St. Clair Catholic District School Board and the OECTA St. Clair Secondary Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

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 nurture a learning environment rich in Catholic values;
- 4) to encourage a culture promoting the morale, well being and security of the educational community, the parties agree as follows:

## **DEFINITIONS**

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

1. **Teacher** - means a Part X.1 Teacher.
2. **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.
3. **Classroom Teacher**
  - means a Teacher who is assigned in a regular timetable to provide instruction in an eligible course to pupils and includes an Occasional 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.
4. **Part-Time Teacher**
  - means a Teacher employed by the Board on a regular basis for other than full time duty.
5. **Probationary Teacher**
  - means a Teacher employed by the Board during a probationary period.

**6. Seconded Teacher**

- is a Teacher who has accepted a position outside of the Board for a period of time mutually agreed upon by OECTA St. Clair Secondary 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.

**7. Occasional Teacher**

- bears the same meaning as that given "Occasional Teacher" as defined by the Education Act, as amended.

**8. Bargaining Unit**

- means every Part X.1 Teacher, other than an 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.

**9. 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, Student Success, Alternative Education and Consultant.

**10. Board**

- means the St. Clair Catholic District School Board or predecessor boards.

**11. The Director**

- means the Director of Education or his / her designate.

**12. Geographical Regions**

- the Board is comprised of two "Geographic Regions": The Municipality of Chatham-Kent and Lambton County.

**13. OECTA**

- means the Ontario English Catholic Teachers' Association.

**14. Q.E.C.O.**

- means Qualifications Evaluation Council of Ontario.

**15. Qualifications**

- shall include requirements as stated in The Education Act and the Regulations.

**16. Vacancy**

- means a teaching assignment to which no Teacher has been assigned or to which no Teacher has a prior claim.

**17. Predecessor School Board**

- means the Lambton County Roman Catholic Separate School Board or the Kent County Roman Catholic Separate School Board.

**18. 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.

**19. 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.

**20. Preparation**

- means time for preparation, planning and evaluation or other educational activities.

**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.

**24. Department**

- is an organizational unit within the secondary schools.

**25. Department Head**

- means a Teacher within the OECTA Secondary Unit who acts as an advisor and curriculum leader for Teachers in the department.



**LETTER OF UNDERSTANDING – DURATION AND NO LAYOFF**

This Letter of Understanding shall expire on August 31, 2012

1. The Board agrees that no Teacher employed prior to September 1, 2007 shall be laid off during the 2008-2009; 2009-2010; 2010-2011; 2011-2012 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.

**LETTER OF UNDERSTANDING – BENEFIT IMPROVEMENTS**

The Ministry of Education projects funding enhancements for Benefits effective 2010-2011 for the St. Clair Catholic District School Board to be \$164,337.

The allocation of the O.E.C.T.A. St. Clair Secondary Unit's proportional share of the Ministry of Education's funding enhancements for Benefits shall be calculated as the ratio between the O.E.C.T.A. St. Clair Secondary Unit's FTE to the total FTE of the Board's unionized and non-unionized employees, excluding occasional teachers, as reported in the Board's 2008-2009 Financial Statements.

The parties agree that the cost of any enhancements to group benefits, effective September 1, 2010, are fully supported by the available funding. The preference as to which specific benefits will be reviewed for implementation shall be determined by the O.E.C.T.A. St. Clair Secondary Unit.

The Board agrees to provide O.E.C.T.A. St. Clair Secondary full disclosure of the previous three (3) years benefit costs and usage by February 1, 2010.

## **ARTICLE 1 DURATION AND RENEWAL**

- 1.01 This collective agreement becomes effective September 1, 2008 and shall remain in effect until August 31, 2012 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 occasional teaching experience shall be recognized according to the following schedule:
    - 0 – 9 days = 0.0 grid placement
    - 10 – 29 days = 0.1 grid placement
    - 30 – 49 days = 0.2 grid placement
    - and so on
  - (d) experience as outlined in Article 2.06
- 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.

**FOR EMPLOYEES COMMENCING EMPLOYMENT AFTER RATIFICATION:**

- 2.06 Related employment experience, a portion of which is acquired within five (5) years of commencement of employment with the Board in the bargaining unit, shall be defined as recent.
- 2.06.01 Recent related employment experience in a technical field, in business, industry or commerce or other related experience acceptable to the Director of Education or designate may be recognized by the Board for purposes of initial placement on the salary schedule to the maximum of the appropriate salary level. All recent related employment experience credited must be beyond the requirements for entry to an accredited Faculty of Education. One (1) year experience on the teacher's salary schedule shall be recognized for every one (1) years of recent related employment experience.
- 2.06.02 Recent employment experience as an unqualified teacher and recent employment experience working with children may be recognized by the Board for purposes of initial placement on the salary schedule to a maximum of three (3) steps on the grid.
- a) One (1) year experience on the teacher's salary schedule shall be recognized for every two (2) year of teaching employment experience as an unqualified teacher at a recognized institution.
- b) One (1) year experience on the teacher's salary schedule may be recognized for every three (3) years of employment experience working with children. Such experience may include but is not limited to working as an Educational Assistant, Early Childhood Educator or Social Worker.
- 2.06.03 Recent part-time employment experience will be considered on pro-rated basis compared to a school year.
- 2.06.04 The onus shall be on the teacher to provide satisfactory evidence of recent related experience.
- 2.06.05 The request for recognition of recent related employment experience must be submitted to the Director of Education within four (4) months of commencing employment.

**FOR EMPLOYEES WHO COMMENCED EMPLOYMENT PRIOR TO RATIFICATION:**

- 2.07 Teachers who commenced employment with the Board in the bargaining unit prior to ratification of this agreement who submit a request for recognition of related employment experience to the Director of Education or designate within four (4) months of the ratification of this agreement will be considered for recognition of recent related employment experience subject to the terms of article 2.06.
- 2.08 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 RECOGNITION**

- 3.01 The Board recognizes OECTA as the exclusive bargaining agent of all 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.
- 3.02 A Teacher is required to be a member in good standing with and hold a valid certificate of qualification from the College of Teachers.
- 3.03 Where the collective agreement conflicts with relevant legislation including the Education Act, as amended, and regulations made under it, the legislation shall prevail.
- 3.04 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.
- 3.05 This agreement is binding upon the Board and OECTA and upon the secondary teachers employed by the Board.

**ARTICLE 4 INFORMATION REGARDING TEACHER SALARIES**

- 4.01 The Board shall electronically notify each Teacher on or before November 30th of each year with a summary of the Teacher's qualifications, category placement, salary, benefits, allowances and experience.
- 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.

## **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 in the 2008-2009 school year.

YRS EXP.	A0	A1	A2	A3	A4
0	\$36,095	\$39,621	\$41,759	\$45,242	\$47,947
1	\$39,056	\$42,465	\$44,699	\$48,406	\$51,460
2	\$42,015	\$45,310	\$47,639	\$51,570	\$54,973
3	\$44,975	\$48,154	\$50,578	\$54,734	\$58,486
4	\$47,934	\$50,997	\$53,518	\$57,898	\$62,000
5	\$50,894	\$53,841	\$56,457	\$61,063	\$65,513
6	\$53,854	\$56,686	\$59,397	\$64,227	\$69,026
7	\$56,813	\$59,530	\$62,337	\$67,391	\$72,540
8	\$59,773	\$62,374	\$65,276	\$70,554	\$76,053
9	\$62,732	\$65,219	\$68,216	\$73,718	\$79,566
10	\$65,688	\$68,062	\$71,155	\$76,882	\$83,080
11	\$65,688	\$68,062	\$74,090	\$80,052	\$86,585

### **5.02**

The following grid structure shall be paid to all secondary teachers who teach in the St. Clair Catholic District School Board in the 2009-2010 school year

YRS EXP.	A0	A1	A2	A3	A4
0	\$37,178	\$40,810	\$43,012	\$46,599	\$49,385
1	\$40,228	\$43,739	\$46,040	\$49,858	\$53,004
2	\$43,275	\$46,669	\$49,068	\$53,117	\$56,622
3	\$46,324	\$49,599	\$52,095	\$56,376	\$60,241
4	\$49,372	\$52,527	\$55,124	\$59,635	\$63,860
5	\$52,421	\$55,456	\$58,151	\$62,895	\$67,478
6	\$55,470	\$58,387	\$61,179	\$66,154	\$71,097
7	\$58,517	\$61,316	\$64,207	\$69,413	\$74,716
8	\$61,566	\$64,245	\$67,234	\$72,671	\$78,335
9	\$64,614	\$67,176	\$70,262	\$75,930	\$81,953
10	\$67,659	\$70,104	\$73,290	\$79,188	\$85,572
11	\$67,659	\$70,104	\$76,313	\$82,454	\$89,183

5.03

The following grid structure shall be paid to all secondary teachers who teach in the St. Clair Catholic District School Board in the 2010-2011 school year

YRS EXP.	A0	A1	A2	A3	A4
0	\$38,293	\$42,034	\$44,302	\$47,997	\$50,867
1	\$41,435	\$45,051	\$47,421	\$51,354	\$54,594
2	\$44,573	\$48,069	\$50,540	\$54,711	\$58,321
3	\$47,714	\$51,087	\$53,658	\$58,067	\$62,048
4	\$50,853	\$54,103	\$56,778	\$61,424	\$65,776
5	\$53,994	\$57,120	\$59,896	\$64,782	\$69,502
6	\$57,134	\$60,139	\$63,014	\$68,139	\$73,230
7	\$60,273	\$63,155	\$66,133	\$71,495	\$76,957
8	\$63,413	\$66,172	\$69,251	\$74,851	\$80,685
9	\$66,552	\$69,191	\$72,370	\$78,208	\$84,412
10	\$69,689	\$72,207	\$75,489	\$81,564	\$88,139
11	\$69,689	\$72,207	\$78,602	\$84,928	\$91,858

5.04

The following grid structure shall be paid to all secondary teachers who teach in the St. Clair Catholic District School Board in the 2011-2012 school year

YRS EXP.	A0	A1	A2	A3	A4
0	\$39,442	\$43,295	\$45,631	\$49,437	\$52,393
1	\$42,678	\$46,403	\$48,844	\$52,895	\$56,232
2	\$45,910	\$49,511	\$52,056	\$56,352	\$60,071
3	\$49,145	\$52,620	\$55,268	\$59,809	\$63,909
4	\$52,379	\$55,726	\$58,481	\$63,267	\$67,749
5	\$55,614	\$58,834	\$61,693	\$66,725	\$71,587
6	\$58,848	\$61,943	\$64,904	\$70,183	\$75,427
7	\$62,081	\$65,050	\$68,117	\$73,640	\$79,266
8	\$65,315	\$68,157	\$71,329	\$77,097	\$83,106
9	\$68,549	\$71,267	\$74,541	\$80,554	\$86,944
10	\$71,780	\$74,373	\$77,754	\$84,011	\$90,783
11	\$71,780	\$74,373	\$80,960	\$87,476	\$94,614

- 5.05 The grid placement of each Teacher shall be in accordance with the statement of evaluation issued by Q.E.C.O. based on Program 5. No teacher shall be adversely affected by the change from Q.E.C.O Programme 4 to Q.E.C.O. Programme 5.

- 5.06 A Teacher in the position of consultant shall be paid an annual responsibility allowance as follows:

September 1, 2008	\$8,240
September 1, 2009	\$8,487
September 1, 2010	\$8,742
September 1, 2011	\$9,004

**Extra Degree Allowance**

- 5.07 A Teacher who has obtained a Masters Degree or a Doctorate Degree which is not utilized for category placement under the Q.E.C.O. rating system shall be credited with one (1) year of experience on the salary grid. In the event that the Teacher is at his/her maximum placement on the grid, such Teacher shall be paid a one time allowance as follows:

**Masters Degree**

September 1, 2008	\$773
September 1, 2009	\$796
September 1, 2010	\$820
September 1, 2011	\$845

**Doctorate**

September 1, 2008	\$1,288
September 1, 2009	\$1,327
September 1, 2010	\$1,367
September 1, 2011	\$1,408

- 5.07.01 Teachers in receipt of an annual allowance prior to the 2004 / 2005 school year shall continue to receive the annual allowance as follows:

**Masters Degree**

September 1, 2008	\$515
September 1, 2009	\$530
September 1, 2010	\$546
September 1, 2011	\$562

**Doctorate**

September 1, 2008	\$721
September 1, 2009	\$743
September 1, 2010	\$765
September 1, 2011	\$788

- 5.08 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.

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

## **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 Teacher's Benefit plan is Manulife Financial 1086G. Please note, Health and Dental benefits are extended to Teachers' dependents

#### **A. BASIC 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 \$300,000. Teachers are responsible for 100% of the Optional Life Insurance premium. Evidence of insurability must be provided to the insurance carrier 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. Earlier retirees may have benefit extended to age 65.

#### **D. DENTAL CARE**

Deductible	Nil
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Co-insurance	Basic and Preventative - 100% Major Restorative - 50% Orthodontics - 50%
ODA	Current less 2 years
Maximum	Basic - unlimited Major Restorative- unlimited Orthodontics - \$2500 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"><li>- Prescribed drugs (Formulary 2)</li><li>- Health Care Facilities included</li><li>- Semi-Private Hospital ( max \$10/day for 120 days) and accommodation in a Chronic Care Facility ( max. \$3/day for 120 days)</li><li>- Ambulance</li><li>- Medical Services and Supplies such as wheelchairs, prosthetic appliances and diagnostic procedures.</li><li>- Orthodontics, up to two pair/year, \$400/pair</li><li>- Accidental Death Services</li><li>- Private Duty Nursing Services limited to 90 eight- hour shifts.</li><li>- Paramedical Expenses limited to \$200/yr. for psychologist and speech pathologists.</li><li>- Physiotherapy \$35.00 / visit up to \$400 / year; \$7/treatment for massage therapy</li><li>- Chiropractor coverage of \$35.00 / visit to a maximum of \$400 / year</li><li>- Coverage for Hearing Aids of \$500 every 5 years</li><li>- Vision Care \$300/person/24 months (with annual eye exams )</li><li>- Emergency out of Country</li><li>- Deluxe Travel benefits ( 60 day max. )</li></ul>
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 OECTA St. Clair Secondary 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 OECTA St. Clair Secondary 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 St. Clair Secondary 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 a) Pregnancy, parental and adoption leaves shall be in accordance with the Employment Standards Act.
- b) A Teacher on pregnancy leave may access either the Supplementary Employment Benefits (SEB) Plan in 6.04 c) or the Post Partum sick leave provision in 6.04 d), but not both.

Supplementary Employment Benefits (SEB) Plan

- c) The Board shall provide for members on Pregnancy Leave, a Supplementary Employment Insurance Plan approved by Human Resources Development Canada. The plan will pay an amount equal to one hundred (100) percent of the Teacher's salary for the two (2) week waiting period prior to the commencement of Employment Insurance Pregnancy Leave Benefits (EI). The supplementary payment from the Board will be payable to the Teacher only for those days during the two (2) week waiting period which fall on regular school days (maximum ten (10) days). The Teacher must provide proof from EI that an unpaid waiting period has been served.

In addition, the plan will pay an amount equal to one hundred (100) percent of the Teacher's normal weekly earnings minus the Employment Insurance Pregnancy Leave Benefits for six weeks subsequent to the two (2) week waiting period. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred (100) percent of the Teacher's normal weekly earnings. The supplementary payments from the Board will be payable to the Teacher only for those days which fall on regular school days (maximum thirty (30) days). The Teacher must provide proof of the amount of EI benefits.

Post Partum Sick Leave

- d) A Teacher going on Pregnancy Leave may request sick leave for any school days that occur during the six week period immediately following the date of delivery as long as the Teacher has the number of sick days requested in her sick leave account. Should a delivery or pregnancy related medical issue develop during that specified period of time, the Teacher may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for purposes of Pregnancy Leave.

6.05 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 time taught as a percentage of the full time teaching load as defined in Article 20. The remainder of the premium costs shall be paid by the Teacher.

6.06 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.

6.07 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.

- 6.08 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.

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

**ARTICLE 7 RETIREMENT GRATUITY**

- 7.01. A Teacher employed by the Board or a predecessor Board shall be entitled to the following retirement gratuity.

A Teacher with ten (10) or more consecutive years of service inclusive of approved leaves as an elementary or secondary Teacher without intervening employment with the Board or predecessor 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:

$$\frac{N}{200} \times S \times 2 \times \frac{Y}{100}$$

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.

Y - is the number of years of service

- 7.02 A Teacher who was employed by the Board or predecessor Board shall not be entitled to more than 50% of his or her annual salary at the time of retirement.
- 7.03 The allowance for retirement shall be paid in full within ninety (90) days of retirement from teaching or as arranged to the mutual satisfaction of the Teacher and the Board.
- 7.04 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.
- 7.05 Nothing in this plan shall prevent the Board from granting an Honorarium to the Teacher upon retirement.

## **ARTICLE 8 PAYMENT OF SALARIES**

- 8.01 a) The Teacher's annual salary (his/her grid placement plus allowances) is to be paid in equal bi-weekly payments every alternate Thursday throughout the agreement year. Salary payments will be made by direct bank deposit into the Teacher's bank account.
- b) Notwithstanding article 8.01 a), where the school year exceeds fifty-two (52) weeks, a pay period may be extended so as to provide twenty-six pay periods in that year.
- 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 the Board harmless against any action resulting from its compliance with this provision.

- 8.03 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. Teachers who are on leave without pay shall be responsible for remitting their College of Teachers' fee to the College of Teachers.
- 8.04 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 OECTA St. Clair 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:

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

- 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 Programme 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 QECO Statement of Evaluation for a higher standing, shall be entitled to an adjustment in salary as of September 1 of that year, providing the Teacher presents a copy of a QECO Acknowledgement of Correspondence (green card) to the Board on or before December 31 of that year acknowledging that he or she has applied for a change in category.
- 9.04 A Teacher, who before December 31st has met all the conditions required for a QECO Statement of Evaluation for a higher standing, shall be entitled to an adjustment in salary as of January 1 of the next year, provided the Teacher presents a copy of a QECO Acknowledgement of Correspondence (green card) to the Board on or before April 30 of the next year acknowledging that he or she has applied for a change in category.

- 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 Performance Appraisal Policy.

#### **ARTICLE 10 TRAVEL ALLOWANCE**

- 10.01 A Teacher shall receive the current per kilometer rate, as established by the Federal Minister of Finance, for approved mileage between work locations. Such distances are to be determined by the Board.
- 10.02 All Teachers shall submit the mileage expense form, as provided by the Board, 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 11 SECONDARY SCHOOL DEPARTMENT HEADS**

- 11.01 Twelve (12) Department Heads shall be assigned to each of the three secondary schools of the Board. The duties of a Department Head include the development, the implementation and updating of curriculum within the department.
- 11.02 All existing Department Heads shall maintain their current headships. All Department Heads appointed effective September 1, 2005 or later, will be for a three (3) year term. Successful candidates may reapply for subsequent terms.
- 11.03 If for any reason a Department Head leaves his/her position during the term of this agreement, the total number of Department Heads in each school shall not be reduced.
- 11.04 Department Heads shall be paid an annual responsibility allowance as follows:

September 1, 2008 \$4,120  
September 1, 2009 \$4,244  
September 1, 2010 \$4,371  
September 1, 2011 \$4,502

## **ARTICLE 12 POSTINGS**

### **A. Posting Vacancies for Regular Classroom Teachers**

- 12.01 The Board shall post Full or Part time vacancies in every secondary school for positions of classroom Teacher for a minimum of five (5) days prior to the commencement of interviews for the position. The posting shall include the teaching assignment, the start date and the school. New classroom positions which are in addition to the current compliment may be filed at the discretion of the Board.

### **B. Posting of a Non-classroom Position for a Regular Classroom Teacher**

- 12.02 When the Board creates a new non-classroom position, full or part time, it will be posted in every secondary school within the Board for a minimum of five (5) days prior to the commencement of interviews for the position.

Positions for full time Guidance, Special Education, Student Success and Alternative Education, will be posted in every secondary school within the Board for a minimum period of five (5) days prior to commencement of interviews for the position.

Effective September 1, 2008 full time positions in Student Success and Alternative Education will be for three (3) year terms. However, such positions are subject to funding and the positions may therefore be subject to earlier termination. Successful candidates may reapply for subsequent terms.

### **C. Posting of New Positions of Responsibility**

- 12.03 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 allowance for such a position(s) shall be negotiated by the OECTA St. Clair Secondary Unit 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.
- 12.04 All new positions of responsibility will be posted in every secondary school within the Board for a minimum period of five (5) days prior to commencement of interviews for the position(s). These positions will be for a three (3) year term. However, such positions are subject to funding and the positions may therefore be subject to earlier termination. Successful candidates may reapply for subsequent terms.

**D. Posting Existing Positions of Responsibility**

- 12.05 When a position of responsibility becomes vacant, the Board shall post that position for a minimum of five (5) days.
- 12.06 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.
- 12.07 Effective September 1, 2008, incumbents in current positions of responsibility, except those subject to Article 11.02, shall be subject to a three (3) year term. Successful candidates may reapply for subsequent terms.

**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 OECTA St. Clair Secondary 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.
- 13.01.06 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 St. Clair Secondary 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 OECTA St. Clair Secondary 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 Special assignments may be initiated by the Director of Education. Notices of Special Assignment positions shall be posted within the school year by the Board in all secondary schools for a minimum of five (5) days prior to the interview dates. Postings will include job descriptions, responsibility allowances where applicable and the estimated duration of the assignment(s).
- 13.03.02 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.
- 13.03.03 Any allowance for Special Assignment Teachers shall be negotiated with OECTA St. Clair Secondary.

## **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 St. Clair Secondary 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 counseling. 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.

14.04 Members of St. Clair Secondary OECTA will not be held to a different denominational standard than other academic professional and/or academic administrative personnel employed by the Board.

#### **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 formulating or significantly revising Board policies which impact on Teachers' working conditions, the Board will seek input from O.E.C.T.A. St. Clair Secondary through its President. If the Board forms a committee to address the development of such Board policy, O.E.C.T.A. St. Clair Secondary will be invited to participate.

#### **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 Teachers who are teaching part time shall be subject to all the provisions contained in the collective agreement.
- 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 34. This part time teaching status may be granted at the discretion of the Board for not more than one year at a time and for not more than two consecutive years. Leaves of absence from teaching full-time in excess of two (2) years 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. Teachers are required to make application for such changes in status, in writing on or before November 15 for assignments commencing in the second semester and on or before March 15 for assignments commencing in the first semester.
- 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 full time teaching load as defined in Article 20.

## **ARTICLE 19 LUNCH HOURS**

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

## **ARTICLE 20 WORKING CONDITIONS**

- 20.01 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 20.04: Workload Assignments.

Notwithstanding the above, assignments of combined credit courses where more than one (1) eligible credit course is delivered in a period may be assigned by the Board after taking into account appropriate

considerations including the instructional needs of students, compatibility of curriculum expectations and the impact upon the workload of the Teacher who is assigned such courses.

20.02 Part-time teacher workload shall be pro-rated to that of teachers defined in Article 20.01, and as specified in 20.04 Workload Assignments, and 20.05.

20.03 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties.

**20.04 Workload Assignments**

20.04.01 In a normal course of the instructional day, Teacher duties shall meet the expectations of any Acts or Regulations. Such duties may include on-calls and/or supervision in accordance with the Collective Agreement.

20.04.02 Supervision shall be equitably timetabled and performed inside the instructional day. Any scheduling of supervision (excluding bus) outside the instructional day must be with the mutual consent of the teacher affected, O.E.C.T.A. St. Clair Secondary and the Board.

20.04.03 On-calls shall be equitably timetabled and performed inside the instructional day by classroom teachers. On-calls shall only be performed during the teacher's preparation period.

20.04.04 Full time Guidance, Resource and Cooperative Educational teachers may be assigned half period on-calls by the Principal or designate after consulting a designated OECTA St. Clair Secondary representative. Such assignments shall be made in an equitable manner and shall not exceed the limits as identified in 20.05.

20.04.05 Teachers going on or returning from leave shall have a pro-rated workload.

20.04.06 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.

20.05 Effective September 1, 2008, each full time teacher shall be assigned a maximum of (10) half period on-calls in a 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.

For the purpose of this Article, an on-call is defined as a Teacher supervising an absent teacher's class during his/her preparation time.

A teacher who covers a full period of on-call shall be credited with two (2) half periods of on-call.

20.06 Monthly, upon the request of OECTA St. Clair Secondary, the school principal or designate shall make available the records of the on-calls performed by each Teacher.

20.07 No teacher shall be assigned duties normally performed by management.

## **ARTICLE 21 SUPERVISION DUTIES**

21.01 Non - instructional assignments shall be assigned equitably amongst all OECTA St. Clair Secondary staff at the school.

21.02.01 Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision / on-call or instructional time.

This article is considered in the context of student safety and equity of supervision workload, is not intended to conflict with Ontario Regulation 298 and may or may not result in changes to current practice, as specified in Ontario Regulation 298.

21.02.02 Any assigned secondary supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty, shall constitute supervision / on-call time.

## **ARTICLE 22 CLASS SIZE REQUIREMENTS**

22.01 The Board agrees to maintain class sizes at the board wide aggregate levels indicated in the Education Act in each school year.

22.02 A secondary school's Average Daily Enrolment in 'Dual Credit' courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class size regulation.

## **ARTICLE 23 TEACHER PERFORMANCE APPRAISAL**

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 Teacher Performance Appraisal Procedure will not assess:

1. A Teacher's 'Catholicity'.
2. A Teacher's participation in extra-curricular activities – which are voluntary.

The Board will inform the President of the OECTA St. Clair Secondary Unit, in writing, of an unsatisfactory evaluation of any members. The Board will inform the President of the OECTA St. Clair Secondary Unit, in writing, of any members who are undergoing a performance review.

23.02.02 The Board shall provide OECTA St. Clair Secondary with a policy on, and procedures for, evaluations which will be developed by a committee of the Board, with bargaining unit participation.

23.02.03 Teachers shall be evaluated in accordance with policy and procedures.

23.02.04 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

23.02.05 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 NEW TEACHER INDUCTION PROGRAM**

24.01 Subject to the level of Ministry funding for NTIP, Principals will provide release time for the new teachers and their mentors to:

- i. Develop their plans for mentoring
- ii. Observe in one another's or if appropriate other classrooms and debrief the experience, which may include for example a lesson, an afternoon or a class.
- iii. Provide opportunities for the new teachers and mentors to attend presentations and/or training together and time to apply their learning.

24.02 The mentor will be responsible for meeting with the new teacher to develop an Individual NTIP Strategy specific to his/her needs similar to the annual learning plan process wherein staff determine their learning needs. Together, the mentor and the new teacher will collaboratively determine the new teacher's individual needs and will document the Strategy, using the Ministry's "New Teachers: Individual NTIP Strategy" form. This Strategy may be revised accordingly throughout the year as needs change.

- 24.03 Mentoring may be conducted in a number of different ways including, one-on-one, large or small group, and team mentoring, all of which take into consideration the needs of the new teacher, the size of the school, the availability of mentors, the unique requirements of the Board, similar assignments and staff demographics.
- 24.04 The relationship between the mentor and the new teacher is a supportive one with the mentor acting as a role model, coach and advisor to the new teacher, sharing his/her experience and knowledge about teaching on an ongoing basis.
- 24.05 Mentoring is non-evaluative and neither will the mentor be subject to evaluation.
- 24.06 Experienced teachers who wish to mentor will do so, on a voluntary basis.
- 24.07 a) Teachers interested in volunteering to serve as a mentor will complete the Board form and submit it to the appropriate administrator of the NTIP program. The only requirements are a minimum of five (5) years of teaching experience, the completion of the teacher performance appraisal process and a commitment to a minimum of one (1) year as mentor.
- b) Depending on geographic needs, the appropriate administrator will compile a list of names from which new teachers will be afforded the opportunity to select a mentor. This list, a copy of which will be provided to the OECTA President, will include the mentor's name, grade and profile and will be posted within the first week of the school year.
- 24.08 In the event that new teachers have not acquired a mentor they will be afforded the opportunity at the end of the fourth week of the new school year to meet available mentors at a meeting organized for that purpose.
- 24.09 The relationship between a mentor and new teachers shall be by mutual agreement, confidential and may be dissolved at any time by the mentor or the new teacher.
- 24.10 In keeping with the professional needs of the new teacher, principals, mentors and new teachers shall work collaboratively to establish the mentor and new teacher relationship.
- 24.11 The new teacher completes the individual NTIP Strategy form in a manner similar to the examples provided by the Ministry of Education. Once the form is completed, the new teacher will share the plan with the Principal so that the principal can approve it, arrange for supports, and allocate the appropriate resources.

24.12 The Principal will provide ongoing assessment, consultation and advice to the new teacher.

## **ARTICLE 25 COMPLAINTS TO THE COLLEGE OF TEACHERS**

25.01 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.

25.02 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 26 PROBATIONARY PERIOD**

26.01 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 St. Clair Secondary. 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 27 ADMINISTRATION OF MEDICATION TO STUDENTS**

27.01 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.

27.02 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 28 CUMULATIVE SICK LEAVE**

28.01 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.

28.02 Except as is set out in Article 28.08, 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.



- 28.03 (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.
- (iii) When long term disability benefits have been established and a Teacher is unable to return to employment with the Board, the Board shall reinstate no more than one hundred and twenty (120) sick leave credits to a maximum accumulation of two hundred (200) sick leave credits for purposes of their retirement gratuity.
- (iv) When long term disability benefits have been established and a Teacher returns to work within five (5) years of eligibility to retire with an unreduced pension, the Board shall reinstate no more than one hundred and twenty (120) sick leave credits to a maximum accumulation of two (200) hundred sick leave credits for purposes of their retirement gratuity. The Teacher is required to establish his or her date of eligibility to retire with an unreduced pension to the satisfaction of the Board.
- 28.04 Each pay statement provides the number of sick leave credits accumulated.
- 28.05 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.
- 28.06 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.
- 28.07 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.
- 28.08 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.

- 28.09 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.
- 28.10 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.
- 28.11 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.
- 28.12 Teachers shall report every period of absence as soon as possible to the person designated by the Board.
- 28.13 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 28.05 and must submit a supporting letter from his/her certified medical practitioner.
- 28.14 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.
- 28.15 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
- 28.16 The Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner, for absences of ten (10) consecutive school days or more due to sickness, physical and/or mental disability.

Such medical certificate must be endorsed by the medical or dental practitioner and indicate:

- i) the date the teacher was seen by the doctor
  - ii) the anticipated date of return to normal duties (if known)
  - iii) an indication as to whether the teacher is under continuing medical care or where appropriate, medical treatment.
  - iv) any work restrictions if applicable, which prevent the teacher from fulfilling the normal duties of his/her assignment
- 28.17 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 article 28.16 which does not support the absence due to sickness, physical and/or mental disability.

- 28.18 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 29 PREGNANCY, PARENTAL AND ADOPTION LEAVE**

- 29.01 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.
- 29.02 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 OECTA St. Clair Secondary President of each such extension.
- 29.03 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.
- 29.04 A Teacher shall be granted special leave without deduction from salary for one day for needs related to the birth of a child.
- 29.05 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 30 ABSENCE FROM DUTY**

- 30.01 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.

### **30.02 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.

### **30.03 Personal Days**

30.03.01 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. The meaning of "Personal" reasons shall include:

- (a) Receiving a University degree
- (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) extenuating circumstances

- 30.03.02 The letter of application for absence from duty is to be signed by the Principal.
- 30.03.03 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.

**30.04 Special Leave**

- 30.04.01 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.
- 30.04.02 Special leave days shall be paid for by the Teacher at 110% of the supply Teacher daily rate.
- 30.04.03 Suitable arrangements shall be made with the approval of the school Principal. The approval of the school Principal shall not be unreasonably withheld.
- 30.04.04 The special leave is separate from other leave and personal leave days as outlined in this agreement.
- 30.04.05 An Occasional Teacher(s) shall be used to replace the Classroom Teacher(s) granted a special leave day(s).

**ARTICLE 31 EDUCATION LEAVE**

- 31.01 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.
- 31.02 Applications must be in writing to the Director of Education on or before December 31 prior to the year for which leave is requested.
- 31.03 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.
- 31.04 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.
- 31.05 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.

- 31.06 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.
- 31.07 A Teacher shall submit to the Board a written report on the year's study and related activity.
- 31.08 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.
- 31.09 Should the Teacher's employment with the Board be terminated prior to the three (3) years referred to in article 31.06, 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.
- 31.10 The Education Leave Plan shall be distinct from and exist independently of the Cumulative Sick Leave Plan.

## **ARTICLE 32 DEFERRED SALARY LEAVE**

### **32.01 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.

### **32.02 Qualification**

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

### **32.03 Application**

- 32.03.01 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.
- 32.03.02 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.
- 32.03.03 Approval of the individual requests to participate in the Plan shall rest solely with the Board.

- 32.03.04 Criteria for acceptance will be based on:
- i) earliest application and
  - ii) seniority.
- 32.03.05 The employees cannot receive any earnings during the leave from the employer as this will disqualify the arrangement as a bone fide Salary Deferral Agreement.
- 32.03.06 In accordance with the Income Tax Act (Canada), employees must return to the employ of the employer or another employer that provides its employees the option to take a Salary Deferral Leave for a period at least equal to the duration of the leave at the end of the leave.

32.04 Payment Formula

- 32.04.01 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.
- 32.04.02 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, not to exceed one third of their earnings in accordance with the Income Tax Act (Canada), 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.
- 32.04.03 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.
- 32.04.04 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. The Board agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation and will recognize the earnings in amounts reported to the employee's T4. 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.

### 32.05 Employee Benefits

- 32.05.01 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.
- 32.05.02 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. Should the employee default on payment of these premiums, coverage will be suspended immediately.
- 32.05.03 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.

### 32.06 Terms of Reference

- 32.06.01 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.
- 32.06.02 Sick leave credits shall not accumulate during the year/semester spent on leave.
- 32.06.03 Experience for purposes of salary increment will not accumulate for the period of the leave.
- 32.06.04 (i) Teachers declared redundant must withdraw from the Plan.
- (ii) In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus the interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- 32.06.05 Pension deductions are to be deducted during the year/semester of leave, as provided by the Ontario Teacher Pension Plan Board.
- 32.06.06 Statutory deductions required by Revenue Canada shall be deducted during the year/semester of leave.
- 32.06.07 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.

**32.07 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. Where an employee withdraws from the plan, the Board shall issue revised T4s for years in which earnings were deferred.
- 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 33 GENERAL LEAVE OF ABSENCE**

- 33.01 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.
- 33.02 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.
- 33.03 A Teacher returning from a leave of absence is 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.
- 33.04 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.

- 33.05 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 34 PART-TIME LEAVE**

- 34.01 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.
- 34.02 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.
- 34.03 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.
- 34.04 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.
- 34.05 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 35 SENIORITY**

##### **Seniority Defined**

- 35.01 On January 1, 1998, the Board recognized fully the seniority of each Teacher as determined by the Collective Agreement of the applicable predecessor board.
- 35.02 As of October 1, 2001 seniority shall mean the length of continuous service in OECTA St. Clair Secondary with the Board, or a predecessor board(s), from the date of commencement of employment.
- 35.03 Any Teacher that transferred seniority from the elementary to the OECTA St. Clair Secondary bargaining unit prior to October 1, 2001 shall be given secondary seniority from his/her date of commencement of employment with the Board or the applicable predecessor Board.

35.04 For the purpose of this Article, "continuous service" shall include being on the recall list, exchange teaching, loan to DND/CF, local Association Leaves, and any and all leaves taken with the approval of the Board, including leaves for lengthy illness.

### **35.05 Seniority List**

35.05.01 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.

35.05.02 Each Teacher employed by the Board shall be placed on the Seniority List.

35.05.03 The Seniority List shall be established by the Board in consultation with the OECTA St. Clair Secondary Unit President.

35.05.04 The Seniority List shall be updated each year and a revised copy thereof provided to the OECTA St. Clair Secondary President by November 30th for his/her approval. Once approved, the list shall be posted in each school and shall be binding on the Teachers.

35.05.05 Part-time Teachers shall not be pro-rated except as provided for in below.

35.05.06 When in the application of Article 37 (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 equivalent 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 the OECTA St. Clair Secondary Unit President or designate.

### **ARTICLE 36 TRANSFERS**

- 36.01 Teachers who are interested in transferring to another secondary school should express that interest in writing to the Board, preferably by March 15.
- 36.02 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.
- 36.03 The Board may transfer a Teacher to another secondary school at any time provided that the Teacher and OECTA St. Clair Secondary 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 St. Clair Secondary. 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.
- 36.04 A transfer which would involve the placement of a Teacher from the Secondary Unit into the Elementary Unit must have prior consultation with OECTA St. Clair Secondary and the consent of the Teacher involved.
- 36.05 Transfers from the OECTA St. Clair Elementary Unit cannot cause redundancy in the OECTA St. Clair Secondary Unit.
- 36.06 Nothing in this Article limits Teachers to mutually agree amongst themselves to arrange a transfer with the consent of the Board.

### **ARTICLE 37 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 St. Clair Secondary 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 St. Clair Secondary 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**

- 37.01 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.
- 37.02 Teachers surplus to their school for the following school year shall be notified by May 15.
- 37.03 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.
- 37.04 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.
- 37.05 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 then be declared redundant.
- 37.06 A Teacher who has been declared surplus and who is not able to displace a less senior Teacher in accordance with article 37.04 shall be declared redundant.

## **B. Redundancy/ Recall**

- 37.07 A Redundant Teacher is a Teacher, who after being declared surplus, does not have a teaching assignment with the Board.
- 37.08 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.
- 37.09.01 On or before May 31, 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.

- 37.09.02 A Teacher who is subject to lay-off shall elect in writing within the notice period whether to maintain his/her recall rights.
- 37.09.03 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.
- 37.10.01 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.
- 37.10.02 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**

- 37.11.01 Recall shall be in the reverse order of seniority provided the Teacher is qualified to perform the teaching assignment.
- 37.11.02 Effective September 1, 2008 the three (3) Teachers at the top of the Recall list shall be offered the teaching assignment of permanent supply Teacher until such time as they become eligible for recall

Effective August 31, 2012, the two (2) Teachers at the top of the Recall List shall be offered the teaching assignment of permanent supply Teacher until such time as they become eligible for recall.

- 37.11.03 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 similar teaching 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.

- 37.11.04 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.
- 37.11.05 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.
- 37.11.06 Any full-time teacher on the recall list who is offered a full-time teaching assignment or any part-time teachers on the recall list who is offered a part-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.
- 37.11.07 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.
- 37.11.08 A Teacher who fails to accept his/her recall to a similar (workload) position, except where permitted by this Article shall lose all recall rights
- 37.11.09 Notwithstanding article 37.11.08, 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**

- 37.12 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.

### 37.13 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 38 PERSONNEL FILES**

- 38.01 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.
- 38.02 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.
- 38.03 A Teacher may request in writing that any materials five (5) years of age or older be removed from his/her file.
- 38.04 A Teacher will be notified in writing or by copy of any addition to his/her file.
- 38.05 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 39 GRIEVANCE PROCEDURE**

### 39.01 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 St. Clair Secondary and the Board.
- b) A "party" shall be defined as:
  - i) OECTA St. Clair Secondary
  - ii) the Board
- c) "Days" shall mean school days unless otherwise indicated.

### 39.02 Informal Stage

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



### 39.03 Formal Stage

#### Step 1

- a) OECTA St. Clair Secondary, at the written request of a Teacher or group of Teachers desiring to submit a grievance and with the approval of OECTA St. Clair Secondary 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 St. Clair Secondary as the case may be and shall send the same to the Superintendent of Human Resources Services 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 Services 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 Services or his/her designate shall forward the written decision to OECTA St. Clair Secondary within five (5) days of such meeting.

#### Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or OECTA St. Clair Secondary 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, and other representatives of the Board, chosen at the discretion of the Director of Education shall meet with the grievor(s) and OECTA St. Clair Secondary representative(s) within ten (10) days from the receipt of the grievance. The Director of Education or designate shall forward a written decision to OECTA St. Clair Secondary within five (5) days of such meeting.

#### Step 3

If no settlement is reached, OECTA St. Clair Secondary 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 ten (10) 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 St. Clair Secondary will indicate the name of its suggested arbitrator to the Board. Within ten (10) 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 Ontario Minister of Labour, upon the request of either party.
- d) Decision of the Arbitrator: An arbitrator shall give a decision thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration are 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 St. Clair Secondary 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 St. Clair Secondary Unit 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 St. Clair Secondary 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 40 ASSOCIATION BUSINESS**

40.01 The President of the OECTA St. Clair Secondary Unit shall be granted release from teaching duties without deduction of salary or sick leave credits or teaching experience for the purpose of attending to business pertaining to the St. Clair Secondary Unit. The amount of release shall be in accordance with the provisions of the OECTA handbook or as mutually agreed by the OECTA Secondary Unit Executive and the Board. Any Teaching schedule for the President shall be approved by the director of education. The local OECTA St. Clair Secondary Unit shall reimburse the Board the portion of the salary and benefits of the President of OECTA St. Clair Secondary equivalent to the President's release time or as mutually arranged by the OECTA St. Clair Secondary 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 of the OECTA St. Clair Secondary Unit shall

be granted preparation, planning and evaluation time in the same proportion as the teaching time of the President.

40.02 The Treasurer of the OECTA St. Clair Secondary unit 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 Unit. OECTA St. Clair Secondary shall reimburse the Board an amount equal to the cost of a Occasional Teacher for these days.

40.03 The Chief Negotiator of the OECTA St. Clair Secondary unit shall 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. OECTA St. Clair Secondary shall reimburse the Board an amount equal to the cost of a Occasional Teacher for these days.

40.04 Upon the mutual agreement of the Board and OECTA St. Clair Secondary, other Teachers may be relieved of their teaching duties to carry out Local or Provincial Teacher Association duties. OECTA St. Clair Secondary shall reimburse the Board an amount equal to the cost of an Occasional Teacher for these days.

**40.05 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.

**ARTICLE 41 WORKPLACE SAFETY AND INSURANCE BOARD BENEFITS**

41.01 Upon written consent from the Teacher, the Board shall provide OECTA St. Clair Secondary with a copy of the Employer's Form 7 submitted to the WSIB.

41.02 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 WSIB Act.

41.03 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.

- 41.04 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.
- 41.05 Where appropriate, the Board, in consultation with OECTA St. Clair Secondary and the injured Teacher, agrees to develop a return to work plan.

#### **ARTICLE 42 SUMMER SCHOOL AND CONTINUING EDUCATION**

- 42.01 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.
- 42.02 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.
- 42.03 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.
- 42.04 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.
- 42.05 The Board shall pay to a Continuing Education Teacher for each hour of instruction in a credit course the following rate of pay:

Effective September 1, 2008	\$40.17
Effective September 1, 2009	\$41.38
Effective September 1, 2010	\$42.62
Effective September 1, 2011	\$43.90

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.

- 42.06 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.

- 42.07 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.
- 42.08 A Continuing Education Teacher shall not be paid while absent from duties.
- 42.09 Other than as set out in Article 42.10, the terms and conditions of this Collective Agreement shall not be applicable to Continuing Education Teachers.
- 42.10 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.
- 42.11 Teachers of Continuing Education who are teaching credit courses in accordance with Articles 42.01 and 42.02 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.
- 42.12 Any applicable Teachers' Pension Plan fees shall be deducted on an equal basis from each pay.

#### **ARTICLE 43 WORKPLACE HEALTH AND SAFETY**

- 43.01 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 provisions of the Occupational and Health and Safety Act.
- 43.02 The Board and the Teachers agree that any changes to the Occupational Health and Safety Act shall be brought to the attention of the Boards Health and Safety Committee and to the President of OECTA St. Clair Secondary for review.
- 43.03 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.
- 43.04 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 44 WORKPLACE HARASSMENT**

- 44.01 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.
- 44.02 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 45 TEACHER ASSAULT**

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

#### **ARTICLE 46 NO STRIKE OR LOCKOUT**

- 46.01 There shall be no strike or lockout during the duration of this Agreement, nor shall OECTA St. Clair Secondary, 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.

#### **ARTICLE 47 JOINT COMMITTEE**

- 47.01 A Joint Committee shall be established within ninety (90) days of ratification of this agreement, consisting of not more than three (3) representatives of the OECTA St-Clair Secondary Unit and not more than three (3) representatives of the Board. In addition there may be mutually agreed upon resource staff.
- 47.02 A Board and an Association representative shall be designated as joint chairpersons and shall co-chair meetings and each shall chair alternate meetings. The Chairpersons will mutually agree to the agenda prior to each meeting.
- 47.03 The committee will meet a minimum of four (4) times per school year including a meeting not later than 15 days after the start of each semester; and further meetings shall be scheduled not later than April 15 and June 15 of each school year. The Board shall forward to the Joint Committee no later than 5 days before each meeting:

- all class sizes
- each school's pupil/teacher ratio

- each school's average class size
- a copy of the school's duty schedule including minutes scheduled
- all positions of Added Responsibility assignments
- and any other information determined relevant by the committee

47.04 The parties agree to the following principles with respect to professional learning:

- That valuable professional development is job-embedded, and formed by research, done in partnership with colleagues
- The success of a Catholic Professional Learning Community (CPLC) depends largely on the environment and the climate in which it is set up
- CPLCs are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practices, innovation and experimentation to improve teaching and student

47.05 Discussion items and functions related to Professional Development shall include but are not limited to:

- Discussion items and functions related to Professional Development shall include but are not limited to:
- Promoting best practices in the implementation of Catholic Professional Learning Communities
- Promoting best practices in the implementation of professional learning embedded in the instructional day
- The focus of Professional Activity days
- Professional development to support all aspects of student success
- Promoting professional development learning opportunities
- Advise on the use of the allocated funding in the Pupil Foundation Grants in 2009 – 2010, 2010 – 2011, and 2011 – 2012 for the purpose of enhancing professional development opportunities for teachers
- Professional development activities for Teachers during professional activity days that are consistent with the learning goals identified in the Teachers' Annual Learning Plans



47.06 Discussion items and functions related to Staffing shall include but are not limited to consulting and advising on:

- the assignment of secondary teachers to schools
- the assignment of teachers in 2008 – 2009, 2009 – 2010, 2010 – 2011, 2011 – 2012, and August 31, 2012 as set out in the Provincial Discussion Table (PDT) agreement, May 1, 2008
- such other staffing issues as the Joint Committee agrees to.

**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 this 1<sup>st</sup> day of December, 2008:

FOR THE BOARD:

  
Paul Wubben  
Director of Education

  
Jim McKenzie  
Associate Director and Treasurer


  
Frank Leddy  
Superintendent of Education

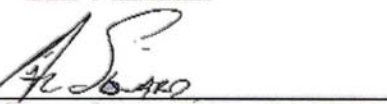
  
Gerri Brown  
Principal, Ursuline College Chatham

  
Doug Cruickshank  
Coordinator of Human Resources


FOR THE ASSOCIATION:

  
Dean Bradley  
OECTA Chief Negotiator

  
Lou Giancarlo  
2<sup>nd</sup> Vice- President

  
Al Seward  
Councilor

  
Nella D'Agostini  
Secretary

  
Joe Vasko  
1<sup>st</sup> Vice- President

<b>WORKPLACE HEALTH AND SAFETY</b>	<b>POLICY 4.9</b>
<b>EFFECTIVE:</b> 2000 12 01 / 2003 06 24 / 2005 03 30 / 2008 02 27	

**VALUE STATEMENT:**

The St. Clair Catholic District School Board is committed to work with its employees to maintain a safe and healthy work environment.

**POLICY STATEMENT:**

The St. Clair Catholic District School Board has a vital interest in the well-being of its employees and as an employer has the ultimate responsibility for worker health and safety. The Board will meet or exceed legislated requirements

Supervisors are accountable for the health and safety of those workers under their supervision. It is the responsibility of supervisory staff to ensure that the work environment, including machinery and equipment, is safe; that all work is performed in compliance with safe work practices outlined by the Board; and that all workers are trained in their specific work tasks to protect their health and safety.

Every employee of the St Clair Catholic District School Board has a responsibility to work cooperatively to protect his/her own personal safety in compliance with applicable legislation and safe work practices as outlined by the Board. Every employee has an obligation to report unsafe circumstances or practices to his/her supervisor.

**ADMINISTRATIVE PROCEDURES:**

**1.0 General**

1.1 The Board will review the Workplace Health and Safety Policy annually and have it clearly posted in each workplace.

1.2 The Board will maintain and support a Joint Health and Safety Committee which operates under the "Guidelines for the Structure and Function of the Joint Health and Safety Committee".

1.3 The Health and Safety Specialist will provide direction and support for the health and safety process within the Board.

**2.0 Solitary Workers**

The Board acknowledges that some employees will be considered solitary workers. Solitary workers are those employees who perform approved duties

while alone and not in communication with another person in the same facility, therefore:

- (a) Employee must communicate to their supervisor the circumstances when they will be working alone;
- (b) Each supervisor is responsible to ensure that each employee is aware of their obligation to establish a communications plan to ensure follow-up in the event of distress or disability.

### **3.0 Security Identification Badges**

- (a) All employees, trustees, volunteers and approved contractors shall wear valid Board issued identification badges while on Board property.
- (b) Contractors arriving on site without a valid ID badge will not be permitted access.
- (c) Employees arriving on site without a valid ID badge must report to their immediate supervisor.

<b>FREEDOM FROM HARASSMENT &amp; DISCRIMINATION</b>	<b>POLICY 4.15</b>
<b>EFFECTIVE:</b> 2000 12 01 / 2007 03 27	

**VALUE STATEMENT:**

The St. Clair Catholic District School Board is committed to providing an environment, which nurtures the dignity and self-esteem of each individual.

**POLICY STATEMENT:**

The St. Clair Catholic District School Board will provide and maintain a Catholic environment in which all employees and volunteers can work free from harassment in accordance with the Ontario Human Rights Code.

Behaviour, actions and/or attitudes that undermine the development of trusting relationships, and/or threaten personal achievement and well being, will be viewed as unacceptable to the St. Clair Catholic District School Board and will be dealt with accordingly.

**ADMINISTRATIVE PROCEDURES:**

**Guiding Principles**

In establishing procedures, the St. Clair Catholic District School Board is guided by the following principles:

- Under the Ontario Human Rights Code (Appendix A), the Board has the responsibility to ensure the provision of a working and learning environment free of harassment and discrimination.
- Behaviour which does not constitute a violation of the Ontario Human Rights Act may result in a finding of objectionable behaviour as differentiated from harassment or discrimination.
- Each employee and volunteer may exercise the right to request information or to lodge a complaint based on this Policy without fear or threat of reprisal for so doing.
- A spirit of fairness must guide the proceedings. This includes the Respondent's right to know both the allegations and the Complainant, and the right of both parties to a fair and impartial resolution process. Every attempt will be made to resolve complaints in an expedient manner to ensure fair treatment for both the Complainant and the Respondent and to guard against unsubstantiated claims which might result in gossip, loss of credibility, dignity or respect.

- Confidentiality will be respected as much as possible, however may not be absolute due to the nature of the resolution process; for example:
  - i) teachers have a professional obligation to inform a colleague that a complaint has been made as set out in Section 18 1,a.b. of the Teaching Profession Act; or
  - ii) Complaints may require the interviewing of witnesses.
- Where the parties are unable to resolve a complaint themselves, it is preferable the complaint be resolved within the work group with the assistance of the employees' immediate supervisor. Where resolutions are not achieved at that level, the complaint will be referred to the senior administrator in Human Resource Services for investigation and resolution.
- Individuals have the right to be accompanied by an Association or Union Representative. A person other than an Association or Union Representative may accompany individuals at the discretion of the Employer.
- All parties, including those responsible for the resolution of complaints, have the right to seek , advice from the Ontario Human Rights Commission. However in the event the Complainant or the Respondent retains legal council to resolve the complaint the internal process will cease and the matter will be turned over to the Ontario Human Rights Commission.

### **The Complaint – Level 1**

Where an individual feels offended by the comments, behaviour or actions of others, they are advised to tell the offender to cease and desist. Similarly where personalities or Interpersonal conflict contribute to a negative environment, honest communication is encouraged to attempt to resolve the situation and restore a healthy and effective atmosphere in which to work.

The following process is recommended in such situations:

1. Ask to speak privately to the person whose behaviour bothers you
2. Explain what about the behaviour bothered you, why and/or how  
(Or, where the behaviour is harassing ask the person to stop)
3. Give the other person the opportunity to respond
4. If resolved, it is over and should not be discussed with any other staff
5. If not resolved or if resolved but happens again submit a complaint to your supervisor

## **Local Informal Process – Level 2**

Where the parties to a complaint are unable to resolve the matter among themselves, the Complainant should inform their immediate supervisor as to the nature of the complaint and request an intervention. Depending on the nature of the complaint, the supervisor will either attempt to facilitate a resolution or refer the complaint to the senior administrator in Human Resource Services for investigation and resolution.

A 'local' resolution facilitated by an immediate supervisor may take many forms including but not limited to a verbal apology, written apology, mutual verbal agreement or mutually agreed letter of resolution. In any event, the immediate supervisor will document and file the facts giving rise to the complaint, any evidence presented or otherwise obtained and the resolution to the complaint.

## **Formal Complaint Process – Level 3**

A Formal Complaint may be initiated for various reasons including:

- Resolution was not reached or has not successfully resolved the matter through the Local Informal Process
- The circumstances suggest a resolution beyond the local work unit
- The supervisor is the subject of the complaint or is complicit
- The behaviour which is subject of the complaint suggests:
- A local informal response is inadequate
- A central record of the alleged offence may be appropriate
- Progressive discipline may be appropriate The formal complaint process will be conducted by the senior administrator in Human Resource Services and typically will involve:
  - Receipt of the complaint
  - Examination of files and records
  - Interviewing of the Complainant
  - Interviewing of witnesses
  - Interviewing of the Respondent, disclosure of the complaint and opportunity to respond
- Resolution

Complainants, respondents and witnesses will be provided the opportunity to be accompanied by a Union or Association representation. The senior administrator in Human Resource Services will attempt to facilitate a resolution mutually agreeable to the complainant, respondent, Employer and in some cases the Association or Union.

Where such a mutual agreement is not achieved the Employer will administer a resolution to the complaint. In either case, resolution may be within the range of a finding there is no objective evidence to support the complaint to termination of employment.

**ACCORDING TO THE ONTARIO HUMAN RIGHTS CODE:**

**Section 1:**

Every person has a right to equal treatment with respect to services, goods and facilities, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.

**Section 5:**

(1) Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

(2) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability.

**Section 7:**

(2) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employer.

(3) Every person has a right to be free from,  
(a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonable to know that it is unwelcome; or

(b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. Section 10 (2):



The right to equal treatment without discrimination because of sex includes the right to equal treatment without discrimination because a woman is or may become pregnant.

## **Section 8:**

Every person has a right to claim and enforce his or her rights under this Act, to institute and participate in proceedings under this Act and to refuse to infringe a right of another person under this Act, without reprisal or threat of reprisal for so doing. The above and all other relevant sections of the Ontario Human Rights Code, apply equally to St. Clair Catholic District School Board policy and the accompanying Internal Complaints Process.

## **APPENDIX B**

### **Definitions**

#### **Discrimination**

Discrimination is an act which “excludes” a person or persons or an act which treats a person or persons unfairly, usually because of prejudice. There are four identifiable types of discrimination as defined within the Ontario Human Rights Code.

***Direct (Overt) Discrimination*** is direct and identifiable. It may consist of a name, action and/or practice for members of a target group but not for those of other groups.

***Indirect (Discreet) Discrimination*** is difficult to identify. It may consist of comments, actions and/or practices which are done so discreetly that there may not be any correlation between the cause (discrimination) and the effect.

***Discrimination Because of Association (Associational Discrimination)*** can be direct or indirect. It is the denial of privileges or opportunities because of one’s known association with a target group(s).

***Constructive (Systemic) Discrimination*** can be viewed as two separate types of discrimination though they are often referred to as meaning one and the same.

i) Constructive Discrimination refers to practices that are applied equally to all and not discriminatory on their own, but when applied, may have an adverse effect on members of a protected group as compared to members of the majority group.

ii) Systemic Discrimination refers to results from systems (procedures) and/or policies and spreads throughout the system. It is another name for Constructive Discrimination.

***Poisoned Environment*** is also a form of Discrimination. This includes offensive or threatening comments or conduct which may, in some instances, have the effect of “poisoning” the environment for the person affected. As a result, those

individuals are subjected to terms and conditions of employment or services that are quite different from those experienced by individuals who are not subjected to the same type of comments or treatment. In such instances, the right to equal treatment may be violated.

### **Harassment**

In any form, harassment is disruptive and undesirable, affecting the well-being of any individual in the working and/or learning environment. It may include one or a combination of the following but is not limited to:

- jokes, innuendoes, comments, slurs (written or verbal)
- ridiculing because of physical characteristics or dress as in the case of creed or country of origin
- singling out of individuals for humiliating or demeaning “teasing”
- conduct or comments which are motivated by consideration of a person’s membership to a target group
- display of cartoons, pictures or graffiti which are known or ought reasonably to be known as unwelcome

**Harassment** is a form of discrimination which tends to emphasize or define a relationship in which parties are viewed as unequal. It is demeaning, intimidating and restricts the lives of its victims. Section 10 (1) defines Harassment as, “engaging in a course of vexatious comment or conduct that is known or ought reasonable to be known to be unwelcome”.

**Personal Harassment** within the Grounds of The Ontario Human Rights Code is:

- i) repeated, intentional, offensive comment, behaviour or action made by individuals who know or ought reasonably to know that such behaviour or comments are demeaning to an individual or cause personal humiliation
- ii) misuse of power such as intimidation, threats, blackmail and/or coercion occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee

**Sexual/Gender Harassment** is defined as any unsolicited or unwelcome sexual behaviour, comment, action, suggestion or physical contact that creates an uncomfortable environment for the recipient. Sexual harassment may also be a single sexual advance particularly by one in authority that includes or implies a threat and/or reprisal made after a sexual advance is rejected. Sexual harassment is a problem which primarily affects females however males as well can be victimized. Forms of sexual harassment, as defined by this Policy, includes, but is not limited to:

**Generalized Sexual Annoyances** are behaviours that are hostile, intimidating or offensive, but have no direct link to any tangible job benefit or harm:

- sexually suggestive remarks (written or verbal)
- sexual jokes (written or verbal)
- sexual body language or leering
- unwanted questions or comments of a personal nature (reference to one's body, attire, marital status, sexuality, lifestyle, etc.)
- display of sexual materials (degrading pictures, cartoons or graffiti, etc.)
- unnecessary physical contact (touching, patting, hugging, groping, etc.)
- unwelcome requests for social or sexual encounters

***Coercion/Solicitation of Sexual Activity*** represents explicit sexual harassment and entails abuse of authority or status, resulting in a direct work-related consequence, such as gain or loss in a tangible job benefit. When complaint of sexual harassment involves a child sixteen (16) years of age or under, the complaint must immediately be referred to the Children's Aid Society.

*Sexual Harassment* is NOT:

- i) an occasional compliment or remark;
- ii) relationships between consenting adults which are voluntary and are based on mutual attraction; the normal exercise of supervisory responsibilities, including training, counselling and disciplining when necessary.

***Sexual Crimes*** refers to acts which, when reported to the police, are considered crimes. Sexual harassment must not be confused with sexual assault. Allegations of rape and/or sexual assault will be adjudicated by the Courts and not the Board.

### **Terminology**

#### **According to Section 10(1) of the Ontario Human Rights Code:**

**"age" means:** an age that is 18 years or more.

**"disability" means,**

(a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,

(b) a condition of mental impairment or a developmental disability,

(c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,

(d) a mental disorder, or

(e) an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*;

**“equal” means** subject to all requirements, qualifications and considerations that are not a prohibited ground of discrimination;

**“family status” means** the status of being in a parent and child relationship;

**“group insurance” means** insurance whereby the lives or well-being or the lives and well-being of a number of persons are insured severally under a single contract between an insurer and an association or an employer or other person;

**“harassment” means** engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome;

**“marital status” means** the status of being married, single, widowed, divorced or separated and includes the status of living with a person in a conjugal relationship outside marriage;

**“record of offences” means** a conviction for,

(a) an offence in respect of which a pardon has been granted under the *Criminal Records Act* (Canada) and has not been revoked, or

(b) an offence in respect of any provincial enactment;

**“services”** does not include a levy, fee, tax or periodic payment imposed by law;

**“spouse” means** the person to whom a person is married or with whom the person is living in a conjugal relationship outside marriage.

## 11. Pregnancy and Parental Leave

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Pregnant employees have the right to take *Pregnancy Leave* of up to 17 weeks of unpaid time off work. In some cases the leave may be longer. Employers do not have to pay wages to someone who is on pregnancy leave.

New parents have the right to take *Parental Leave*--unpaid time off work when a baby or child is born or first comes into their care. Birth mothers who took pregnancy leave are entitled to up to 35 weeks' leave. Birth mothers who do not take pregnancy leave and all other new parents are entitled to up to 37 weeks' parental leave.

Parental leave is not part of pregnancy leave and so a birth mother may take both pregnancy and parental leave. In addition, the right to a parental leave is independent of the right to pregnancy leave. For example, a birth father could be on parental leave at the same time the birth mother is on either her pregnancy leave or parental leave.

Employees on leave have the right to continue participation in certain benefit plans and continue to earn credit for length of employment, length of service, and seniority. In most cases, employees must be given their old job back at the end of their pregnancy or parental leave.

An employer cannot penalize an employee *in any way* because the employee is or will be eligible to take a pregnancy or parental leave, or for taking or planning to take a pregnancy or parental leave.

### **Ontario's ESA and the Federal Employment Insurance Act**

The Employment Standards Act, 2000 (ESA) provides eligible employees who are pregnant or are new parents with the right to take unpaid time off work.

In contrast, the federal Employment Insurance Act provides eligible employees with maternity and/or parental benefits that may be payable to the employee during the period he or she is off on an ESA pregnancy or parental leave.

The rules governing the right to take time off work for pregnancy and parental leave under the ESA are different from the rules regarding the payment of maternity benefits and parental benefits under the federal Employment Insurance Act. For example, a new father may choose to commence a parental leave under the ESA up to 52 weeks after the child is born. However, there may be restrictions on accessing the employment insurance parental benefits at that time. **It is extremely important that employees obtain information about their rights to EI benefits if they are considering taking a pregnancy or parental leave under the ESA.**

For information about maternity and parental benefits, contact Service Canada's Employment Insurance Automated Telephone Information Service at 1-800-206-7218.

## **Pregnancy Leave**

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Pregnant employees have the right to take pregnancy leave of up to 17 weeks, or longer in certain circumstances, of unpaid time off work.

### **Qualifying for Pregnancy Leave**

A pregnant employee is entitled to pregnancy leave whether she is a full-time, part-time, permanent or contract employee provided that she:

- works for an employer that is covered by the ESA,  
**and**
- was hired at least 13 weeks before the date her baby is *expected* to be born (the "due date").

Note that an employee does not have to *actively* work the 13 weeks prior to the due date to be eligible for pregnancy leave. It is only necessary that she be hired at least 13 weeks before the baby is expected to be born.

### **A typical case**

Tegan was hired 15 weeks before her due date. She is eligible to begin her pregnancy leave at *any time* after being hired, because there are at least 13 weeks between the date she was hired and her due date.

### **When an employee is off sick**

Fatima was hired 15 weeks before her due date. Soon after starting her new job, she was off sick for five weeks. Fatima is eligible for pregnancy leave because there are at least 13 weeks between the date she was hired and her due date. The fact that she did not actually work 13 weeks is irrelevant.

### **When a baby is born before the due date**

Meredith was hired 15 weeks before her due date. However, 11 weeks after she was hired, her baby was born. Meredith is eligible for pregnancy leave *to begin on the date the baby was born*, because there were at least 13 weeks between the date she was hired and her due date. The fact that her baby was born less than 13 weeks after she was hired is irrelevant.

## **When a Pregnancy Leave Can Begin**

Usually, the *earliest* a pregnancy leave can begin is 17 weeks before the employee's due date. However, when an employee has a live birth more than 17 weeks before the due date, she will be able to begin her pregnancy leave on the date of the birth.

Ordinarily, the *latest* a pregnancy leave can begin is on the baby's due date. However, if the baby is born earlier than the due date, the latest the leave can begin is the day the baby is born.

Within these restrictions, an employee can start her pregnancy leave any time within the 17 weeks up to and including her due date. The employer cannot decide when the employee will begin her leave even if the employee is off sick or if her pregnancy limits the type of work she can do.

## **Length of a Pregnancy Leave**

A pregnancy leave can last a maximum of 17 weeks for most employees. However, if an employee has taken a full 17 weeks of leave but is still pregnant, she may continue on the pregnancy leave until the birth of the child. If she has a live birth, the pregnancy leave will end on the date of the birth and then, in most cases, she will be able to commence her parental leave.

An employee may decide to take a shorter leave if she wishes. However, once an employee has started her pregnancy leave, she must take it all at once. She *cannot* use up part of the 17 weeks, return to work and then go back on pregnancy leave for the unused portion. If she returns to work for the employer from whom she took the leave, even if it is only part-time, under the ESA she gives up the right to take the rest of her leave.

(Note that under the federal Employment Insurance Program, employees are able to return to work and earn a certain amount of wages without having their employment insurance benefits reduced. However, under the ESA, a return to work, even on a part-time basis, would effectively end the pregnancy leave.)

## **Miscarriages and Stillbirths**

An employee who has a miscarriage or stillbirth *more than 17 weeks before her due date* is not entitled to a pregnancy leave.

However, if an employee has a miscarriage or stillbirth *within the 17-week period preceding the due date*, she is eligible for pregnancy leave. The latest date for commencing the leave in that case is the date of the miscarriage or stillbirth.

The pregnancy leave of an employee who has a miscarriage or stillbirth ends on the date that is the **later** of:

- 17 weeks after the leave began;  
**or**
- 6 weeks after the stillbirth or miscarriage.

This means that the pregnancy leave of an employee who has a stillbirth or miscarriage will be at least 17 weeks long. In some cases it may be longer.

### **When an employee has a stillbirth**

Wai began her pregnancy leave 15 weeks before her baby was due. On her due date she had a stillbirth. The ESA provides that the pregnancy leave ends on the date that is the later of 17 weeks after the leave began or six weeks after the stillbirth.

In this case, the later date is six weeks after the stillbirth. Wai can stay off work for up to six more weeks after the stillbirth, for a total of 21 weeks of pregnancy leave.

### **When an employee has a miscarriage**

Hélène began her pregnancy leave 15 weeks before her baby was due. One week later (one week into her pregnancy leave) she had a miscarriage. The law says that her pregnancy leave ends on the date that is the later of either 17 weeks after the leave began or six weeks after the miscarriage.

In Hélène's case, the later date is 17 weeks after the leave began. She will get a total of 17 weeks of pregnancy leave.

## **Notice Requirements for Pregnancy Leave**

### **Giving Notice about Starting a Pregnancy Leave**

An employee must give her employer at least two weeks' *written* notice before beginning her pregnancy leave. Also, if the employer requests it, she must provide a certificate from a medical practitioner stating the baby's due date.

### **Retroactive Notice**

Sometimes an employee has to stop working earlier than expected because of complications caused by the pregnancy. In that case, the employee has two weeks after she stops working to give the employer *written* notice of the day the pregnancy leave began or will begin.

An employee does not have to start her pregnancy leave at the time she stops working if she has stopped work due to illness or complications related to the pregnancy. She may choose instead to treat the time off as sick time and plan to



commence the pregnancy leave later (but no later than the earlier of the birth date or due date). In that case, she has two weeks after she stops working to give the employer *written notice* of the day the leave will begin. If the employer requests it, the employee has to provide a medical certificate supporting her inability to work and stating the baby's due date.

If an employee stops working earlier than expected because of a birth, stillbirth or miscarriage, she has two weeks after she stops working to give the employer *written notice* of the day the leave began. The pregnancy leave begins no later than the date of the birth, stillbirth or miscarriage. If the employer requests it, the employee has to provide a medical certificate stating the due date and the date of birth, stillbirth or miscarriage.

### **Changing the Date a Pregnancy Leave Starts**

Suppose an employee has given notice to begin a pregnancy leave. She can begin the leave *earlier* than she originally told her employer if she gives her employer new *written notice* at least two weeks before the *new, earlier date*.

#### **Changing the start of a pregnancy leave to an earlier date**

Barbara gave her employer written notice that she would begin her pregnancy leave on September 10. Now Barbara wants to start her leave on August 27. She must give her employer new written notice by August 13 (two weeks before August 27).

An employee can also change the date she will begin her leave to a *later* date than she originally told her employer. To do this, she must give her employer new *written notice* at least two weeks before the *original date* she said she would begin her leave.

#### **Changing the start of a pregnancy leave to a later date**

Mairead gave her employer written notice that she would start her pregnancy leave on September 10. Now Mairead wants to start her leave on September 15. She must give her employer new written notice by August 27 (two weeks before September 10).

### **Failing to Give Notice**

An employee who fails to give the required notice *does not* lose her right to a pregnancy leave. She may fail to give notice because she did not know she had to, or because she was unable to under the circumstances.

### **Giving Notice About Ending a Pregnancy Leave**

An employee can tell her employer when she will be returning to work, but she is not required to do so. If the employee does not specify a return date, the employer is to assume that she will take her full 17 weeks of leave (or any longer period that she may be entitled to).

An employer cannot require an employee to return from her leave early. Also, an employer cannot require an employee to prove, through medical documentation, that she is fit to return to work. The decision to return to work is the employee's.

### **Changing the Date a Pregnancy Leave Ends**

An employee may want to change the date her leave was scheduled to end to an *earlier date*. If so, she must give the employer a *new* written notice at least four weeks before the *new, earlier* day.

An employee may want to change the date her leave was scheduled to end to a *later* date. In this case, she must give the employer a *new* written notice at least four weeks before the date the leave was *originally* going to end. Unless the employer agrees, she cannot schedule a new end date to her pregnancy leave that would result in her taking a longer leave than she is entitled to under the ESA.

### **When an Employee Decides Not to Return to Work**

Suppose an employee wants to resign before the end of her pregnancy leave, or at the end of the leave. She must give her employer at least four weeks' written notice of her resignation. This notice requirement does not apply if the employer constructively dismisses the employee. (See "Termination of Employment" chapter for information about constructive dismissal.)

### **Parental Leave**

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Both new parents have the right to take parental leave of up to 35 or 37 weeks of unpaid time off work.

#### **Qualifying for Parental Leave**

A new parent is entitled to parental leave whether he or she is a full-time, part-time, permanent or contract employee provided that the employee:

- works for an employer that is covered by the ESA,  
**and**
- was employed for at least 13 weeks before commencing the parental leave.

An employee does not have to *actively* work in the 13- week period preceding the start of the parental leave. The employee could be on layoff, vacation, sick leave or pregnancy leave for all or part of the 13-week qualifying period and still be entitled to parental leave. The ESA only requires the employee to have been *employed* by the employer for 13 weeks before he or she may commence a parental leave.

A "parent" includes:

- a birth parent;
- an adoptive parent (whether or not the adoption has been legally finalized); or
- a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as his or her own. This includes same-sex couples.

### **When a Parental Leave Can Begin**

A birth mother who takes pregnancy leave must ordinarily begin her parental leave as soon as her pregnancy leave ends. However, an employee's baby may not yet have come into her care for the first time when the pregnancy leave ends. For example, perhaps her baby has been hospitalized since birth and is still in the hospital's care when the pregnancy leave ends.

In this case, the employee can either commence her leave when the pregnancy leave ends or choose to return to work and start her parental leave later. If she chooses to return to work, she will be able to start her parental leave anytime within 52 weeks of the birth or the date the baby first came home from the hospital.

All other parents must *begin* their parental leave no later than 52 weeks after:

- the date their baby is born;
- **or**
- the date their child *first* came into their care, custody and control.

The parental leave does not have to be *completed* within this 52-week period. It just has to be started.

### **Length of a Parental Leave**

Birth mothers who take pregnancy leave are entitled to take up to 35 weeks of parental leave. All other new parents are entitled to take up to 37 weeks of parental leave.

Employees may decide to take a shorter leave if they wish. However, once an employee has started parental leave, he or she must take it all at one time. The

employee *cannot* use up part of the leave, return to work for the employer and then go back on parental leave for the unused portion.

(Note that under the federal Employment Insurance Program, employees *are* able to return to work and earn a certain amount of wages without having their employment insurance benefits reduced. However, under the ESA, a return to work, even on a part-time basis, would effectively end the parental leave.)

### **Miscarriages and Stillbirths**

An employee who has a miscarriage or stillbirth, or whose spouse or same-sex partner has a miscarriage or stillbirth, is *not* eligible for parental leave.

### **Notice Requirements for Parental Leave**

#### **Giving Notice About Starting a Parental Leave**

An employee must give his or her employer at least two weeks' *written notice* before beginning a parental leave. If an employee is also taking a pregnancy leave, she may, but is not required to, give **her employer notice of both leaves at the same time.**

#### **Retroactive Notice**

Sometimes, an employee may stop working earlier than expected because a child is born or comes into the employee's custody, care and control for the first time earlier than expected. In this case, the employee has two weeks after stopping work to give the employer written notice that he or she is taking parental leave. The parental leave begins on the day the employee stops working.

#### **Changing The Start of a Parental Leave to an Earlier Date**

Suppose an employee has given notice to begin a parental leave. The employee can begin the leave *earlier* than he or she has told the employer by giving the employer new *written notice* at least two weeks before the *new, earlier date*.

#### **Example:**

Jon gave his employer written notice that he would begin his parental leave on September 10. Now he wants to start his leave on August 27. Jon must give his employer new written notice by August 13 (two weeks before August 27).

#### **Changing the Start of a Parental Leave to a Later Date**

An employee can also change the starting date of the leave to a *later* date than he or she originally told the employer. To do this, the employee must give the employer new *written notice* at least two weeks before the *original* date the leave was going to begin.

**Example:**

Wendy gave her employer written notice that she would start her parental leave on September 10. Now Wendy wants to start her leave on September 15. She must give her employer new written notice by August 27 (two weeks before September 10).

**Failing to Give Notice**

An employee who fails to give the required notice *does not* lose his or her right to a parental leave. The failure might occur because the employee did not know he or she had to give notice, or because the employee was unable to under the circumstances.

**Giving Notice About Ending a Parental Leave**

An employee can tell the employer when he or she will be returning to work, but is not required to do so. If the employee does not specify a return date, the employer is to assume that the employee will take his or her full 35 or 37 weeks of leave. An employer cannot require an employee to return from leave early.

**Changing the Date a Parental Leave Ends**

An employee may want to return to work *earlier* than the date he or she was scheduled to return. If so, the employee must give the employer written notice at least four weeks before the *new, earlier day*.

An employee may want to return to work *later* than he or she was scheduled to return. In this case, the employee must give the employer *new* written notice at least four weeks before the date the employee was *originally* going to return. However, unless the employer agrees, the employee cannot schedule a new return date that would result in the employee taking a longer leave than he or she is entitled to under the ESA.

**When an Employee Decides Not to Return to Work**

Suppose an employee decides to resign before the end of his or her parental leave, or at the end of the leave. The employee must give the employer at least four weeks' written notice of the resignation. This notice requirement does not apply if the employer constructively dismisses the employee. (See "Termination of Employment" chapter for information about constructive dismissal.)

**Rights During Pregnancy and Parental Leaves**

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Employees on pregnancy or parental leave have several rights.

## **The Right to Reinstatement**

In most cases, an employee who takes a pregnancy or parental leave is entitled to:

- the same job the employee had before the leave began; **or**
- a comparable job, if the employee's old job no longer exists.

In either case, the employee must be paid at least as much as he or she was earning before the leave. Also, if the wages for the job went up while the employee was on leave, or would have gone up if he or she hadn't been on leave, the employer must pay the higher wage when the employee returns from leave.

If an employer has dismissed an employee for legitimate reasons that are *totally* unrelated to the fact that the employee took a leave, the employer does not have to reinstate the employee.

## **The Right to Be Free from Penalty**

Employers cannot penalize an employee in any way because the employee:

- took a pregnancy or parental leave;
- plans to take a pregnancy or parental leave;
- is eligible to take a pregnancy or parental leave; or
- will become eligible to take a pregnancy or parental leave.

## **The Right to Continue to Participate in Benefit Plans**

Employees on pregnancy or parental leave have a right to continue to take part in certain benefit plans that their employer may offer. These include:

- pension plans;
- life insurance plans;
- accidental death plans;
- extended health plans; and
- dental plans.

The employer must continue to pay its share of the premiums for any of these plans that were offered before the leave, unless the employee tells the employer *in writing* that he or she will not continue to pay his or her own share of the premiums.

In most cases, employees must continue to pay their share of the premiums in order to continue to participate in these plans.

Employees who are on pregnancy or parental leave can also continue to participate in other benefit plans if employees who are on other types of leave are able to continue to participate in those plans.

In addition, a female employee may be entitled to disability benefits during that period of the leave that she would otherwise have been absent from work for health reasons related to her pregnancy or childbirth.

### **The Right to Earn Credits for Length of Employment, Length of Service and Seniority**

Employees continue to earn credits toward length of employment, length of service, and seniority during periods of leave.

#### **Length of service**

Trina's employment contract states that she earns 1 paid vacation day for each month of active service and that after 5 years (length) of service she will begin to earn 1 ½ paid vacation days for each month of active service. She is on pregnancy and parental leave for her entire 5th year of employment.

Because her leave will count towards "length of service" the year on leave will count to complete her 5 years length of service and she will be then be entitled to earn 1 ½ paid vacation days for each month of active service when she returns from her leave.

However, while she was on the leave she was not earning credit for active service and so under her contract she was not earning paid vacation days during the leave itself. At the end of the leave she would not have earned any paid vacation under contract but the employer would be required to ensure that she received at least the minimum vacation that year).

#### **Seniority**

Karen is a member of a union that has bargaining rights at her workplace. Under the collective agreement, an employee's seniority determines such things as order of layoff and recall, job promotions and annual vacation entitlements. Karen continues to accrue seniority for all purposes during her pregnancy and parental leaves, just as if she had been actively employed.

#### **Probation**

The period of a leave is not included when determining whether an employee has completed a probationary period. If an employee was on probation at the start of a leave, he or she must complete the probationary period after returning to work.