



**AGREEMENT**

**BETWEEN**

**THE WELLINGTON CATHOLIC DISTRICT SCHOOL  
BOARD**

**(HEREINAFTER CALLED “THE BOARD”)**

**- AND -**

**THE ONTARIO ENGLISH CATHOLIC TEACHERS’  
ASSOCIATION  
WELLINGTON LOCAL**

**(HEREINAFTER CALLED “THE UNION”)**

**SEPTEMBER 1, 2002 TO AUGUST 31, 2004**

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## **ARTICLE I - RECOGNITION:**

- 1.01 The Wellington Catholic District School Board (the "Board") recognizes the Ontario English Catholic Teachers' Association ("OECTA") as the sole and exclusive bargaining agent for every Part X.I teacher ("teacher"), other than Occasional teachers and Continuing Education teachers as prescribed and defined under the provisions of the Education Act, 1998.
- 1.02 OECTA recognizes the negotiating committee of the Board as the sole and exclusive bargaining agent of the Wellington Catholic District School Board.
- 1.03 The terms of this Agreement shall apply to all teachers as defined in Article 1.01 unless specifically provided otherwise.
- 1.04 The Board recognizes the appointment or the election by the Teachers of one or more Association Representative(s) as the representative(s) of OECTA at each school/worksite. The Bargaining Unit shall forward a list of Association Representatives to the Board by September 30th of each year.

## **ARTICLE II - RIGHTS**

### **2.01 Management Rights**

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

- i) hire, transfer, promote, demote, discipline, dismiss or assign duties to or lay off teachers subject to the provisions of this agreement expressly governing the exercise of these rights and subject to the Acts and Regulations of the Province of Ontario.
- ii) to operate and manage the school system in accordance with its obligations and to make, from time to time, reasonable rules and regulations to govern teachers. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.

Every provision of this collective agreement shall be construed in such a way as to give full effect to the denominational rights of Roman Catholics or their Catholic schools or school trustees under section 93 of the Constitution Act .

Nothing in this collective agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholics or their Catholic schools or school trustees under section 93 of the Constitution Act.

### **2.02 Teachers' Rights**

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

### **ARTICLE III - CONDITIONS OF PROFESSIONAL EDUCATIONAL SERVICE**

- 3.01 a) The Teachers, under the guidance of the principal, shall accept a fair allocation of all teaching duties and other school activities.
- b) The Board shall prorate all of the assignments of part-time teachers and make every reasonable effort to have the assignments scheduled consecutively.
- 3.02 Where a Teacher is absent in accordance with this Agreement the Board shall attempt to provide qualified occasional (supply) teachers in so far as possible and appropriate.
- 3.03 The retirement age for a Teacher is 65 and takes effect at the end of the school year during which that age is reached. On request of a teacher and agreement by the Board, employment may be continued on a year-to-year basis providing a doctor's certificate has been submitted stating that the teacher is able to perform teaching duties. Special consideration may be given to a teacher who is not eligible for a full pension.
- 3.04 It shall be the prerogative of the Board to withhold for one year the increment of a teacher whose work is inadequate as assessed by the Director, provided that the teacher has been given adequate notice in writing why the Board is withholding the increment, is instructed how to improve and is reinstated at the correct point on the schedule if satisfactory improvement is made. Failing satisfactory improvement the teacher shall be dismissed in accordance with the terms of this Contract.
- 3.05 Just Cause
- a) No teacher who has successfully completed his/her probationary period with the Board will be disciplined, demoted or discharged without just cause.
- b) No teacher during his/her probationary period will be disciplined, demoted or discharged without due process by first having been notified of the pending action and its reasons, advised of the standard(s) to be met and given an opportunity to meet the expectations.
- c) If a probationary teacher is to be dismissed for reasons of incompetence or lack of satisfactory performance as a teacher, the teacher shall be given an evaluation, a warning in writing, assistance and a reasonable chance to improve within the probationary period. This shall be part of the due process to which a probationary teacher is entitled in such cases.
- d) For the initial one (1) year of employment with the Board, a teacher will be on probation. The one (1) year probationary period can be extended by the Board for a period of up to five (5) months.
- e) The probationary period outlined in (d) above for a teacher hired by the Board for an assignment less than 50% can be extended by the Board for a further five (5) month period.

- f) A dismissal for denominational cause will not be the subject of a grievance or arbitration.
- g) The Board shall provide the teacher with written notice of termination of employment.
- h) Such notice shall state the reason(s) for termination.
- i) Such notice shall be sent to the teacher's last known address or via hand delivery by the supervisory officer to the teacher.
- j) The teacher may invite OECTA local Representative(s) to attend any meetings with a principal or where appropriate the supervisory officer where the purpose of the meeting is disciplinary.
- k) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with article 3.06 of the collective agreement.

3.06 1. Redundancy

- a) In the event that it becomes necessary to reduce the number of teachers employed by the Board because of redundancy, the reduction shall be done in accordance with this Article.
- b) Redundant teachers shall be those in excess of staffing requirements as determined by section 170.1 and section 170.2 of the Education Act and its Regulations as amended from time to time or due to changes in programs to be delivered in the upcoming school year, and/or changes in staffing due to funding allocations.
- c) Teachers to be declared redundant in accordance with paragraph (b) above will be given thirty (30) days written notice by the Board. Prior to redundancy letters being issued the Director of Education or designate will review with the President of the OECTA Local the list of those teachers who are being declared redundant.
- d) Prior to teachers being declared redundant the Board shall reduce its staff complement through normal attrition by voluntary withdrawal of teachers from the bargaining unit.
- e) Subject to Article 3.06, 1. b) above, teachers shall be released in reverse order of seniority. Seniority shall be defined as the number of years of continuous service with the Board, or a predecessor Board.
- f) Where seniority is equal, the decision as to which teacher shall be retained shall be based on the following in order:
  - 1) total teaching experience with the Board
  - 2) total experience as a qualified teacher

- 3) higher Category placement
- 4) discretion of the Board.

- g) A teacher who is released because of redundancy shall be placed on a recall list for a period of twenty-four (24) months from the date of termination. If a position becomes available it shall be offered to each teacher qualified for the position in order of seniority. A teacher shall lose recall rights if he/she accepts a teaching position with another board, fails to keep the Board informed of his/her address or refuses to accept a position offered by the Board for which the teacher is qualified and to an assignment that is similar to that which they held prior to being declared redundant.
- h) Notwithstanding any other clause in this Article, the Board may also exempt any teacher to whom an allowance is paid in addition to his/her salary on the grid. The Board may also exempt the equivalent of eight (8) full time positions for teachers who are members of religious orders.
- i) Where the Board is considering the exemption of any teacher from the provisions of this Article, the executive of the OECTA local involved shall be so informed. At the request of the Executive, made within two weeks of receipt of the information, a meeting with a Board Committee shall be arranged to discuss the matter. Within two weeks from the date of the meeting, or where no meeting is held, within four weeks from the receipt of the information, the Executive may forward to the Board its comments or recommendations which the Board, before making a final decision, shall consider.

## 2. Teachers Surplus to a Site

Where a teacher is declared surplus to a site, subject always to the academic needs of the school, and the need to retain a teacher or teachers with specific qualifications required by the Ministry of Education or under Regulation 298 or by the Ontario College of Teachers' Act the following process shall apply:

- 1) The principal shall ask if any teacher on staff wishes to transfer.
- 2) If there are no voluntary transfer requests, then the teacher with the least system seniority at the site shall be transferred.
- 3) In the event of a tie, the teacher retained shall be determined by the following in order:
  - i) total teaching experience with the Board
  - ii) total experience as a qualified teacher
  - iii) higher Category placement
  - iv) discretion of the Board.

3. Resignation of a Teacher

A teacher who intends to resign from his or her employment with the Board shall provide thirty (30) days prior notice in writing to the Board of his or her intention to resign.

**ARTICLE IV - PLACEMENT**

4.01 Definition of Levels and Placement

- a) Subject to the provisions of this Article, a teacher shall be placed in a salary level in accordance with a Statement of Evaluation issued by the Qualifications Evaluation Council of Ontario (QECO) - Programme 5.
- b) In respect to Article 4.01, a), it is the responsibility solely of the teacher to provide the Board with a current Statement of Evaluation.
- c) A teacher shall be placed in the salary level which corresponds to the rating category established in the latest acceptable Statement of Evaluation which has been received by the Board in accordance with Article 4.01, a) above. When a Statement has not been received, the teacher shall be placed A0. Credit for years of experience shall be in accordance with Article 4.02 below. Entitlement to retroactive pay shall be in accordance with Article 4.01, e) below.
- d) Any salary change resulting from an initial or a revised Statement of Evaluation shall be made retroactive only to September 1 of the school year in which the Statement has been received by the Board.
- e) In the event that a teacher enters the profession from a technical field directly related to the practical courses being taught by the teacher, the teacher, at his/her request, will be placed in a salary level in accordance with QECO 5 or an equivalent Statement of Evaluation provided by the teacher. The teacher will be responsible for any associated cost in obtaining this Statement of Evaluation.

4.02 Experience

- a) Subject to the provisions of this Article, in any school year, a teacher shall be given recognition on the salary grid only for teaching or equivalent experience gained prior to September 1 of that school year and for which the Board has received proof it considers acceptable.
- b) It shall be the responsibility solely of the teacher to provide the Board with acceptable proof of any experience claimed.
- c) All teaching experience recognized for pension purposes shall be recognized for salary purposes.
- d) Notwithstanding Article 4.02(c) the Board will recognize at the time of hire, teaching experience:



i) recognized by another Canadian Provincial Jurisdiction

- and -

ii) in an Educational Institution recognized by the Ontario Ministry of Education

-and

iii) Any teacher currently employed by the Board will have the opportunity to provide evidence of teaching experience pursuant to the above and to have such experience recognized. This shall be for a one-time period only ending December 31, 2002.

e) Partial years of experience shall be calculated to the nearest tenth. For the purposes of this section, a school year shall be regarded as 194 days.

f) Experience gained through teaching at a winter course or summer school or voluntary service in a Continuing Education course shall not be recognized for placement.

g) Salary changes shall be effective as of September 1 in any year.

h) Non-teaching experience shall be equated to teacher experience on the grid such that every one (1) year of related non-teaching experience equals one (1) year on the grid to a maximum of ten (10) years limited by the maximum of the appropriate salary level provided that, in the opinion of the Director, such experience is of direct value in the assignment of the teacher concerned throughout the system. If the person involved does not agree, he/she has access to the Grievance Procedure.

For Technical Teachers, non-teaching experience shall be defined as wage earning work experience in business, industry or commerce, in a technical field directly related to the specific subjects being taught by the teacher. It shall not include experience in an apprenticeship or in any training program.

i) Any salary change resulting from the recognition of additional experience shall be made retroactive only to September 1 of the school year in which the Board receives acceptable proof of the experience claimed.

#### 4.03 Application

a) Except as otherwise specifically provided for in the terms of this Agreement, the annual salary of each teacher shall be determined in accordance with the following schedule; payment of any salary not so determined shall constitute a breach of this Agreement.

- b) A teacher, who as of September 1, and/or December 31, respectively, has met all the conditions required for a movement to a higher category is entitled to an adjustment on the schedule as of September 1 and/or January 1, respectively, of that school year, provided that the teacher notifies and submits proof to the Board on receipt of change. A change in Category resulting from studies in which the classroom work ends as of September 1 and/or December 31, respectively, (Ontario Institute for Studies in Education classroom work is completed as of September 1 and/or December 31, although assignments and or examinations may be due and/or written after these dates), shall be recognized as of September 1 and/or January 1, respectively, of that school year, on submission of proof that the work has been successfully completed.
- c) Unless legally permitted to do so, the Board may not withhold part or all of a teacher's salary. A teacher shall not accept any payment of salary and/or allowance to which he/she is not legally entitled.
- d) The Board shall take all reasonable steps to ensure payroll deposits are available to teachers on the agreed dates.

#### Pay Dates

- e) Effective September 1, 2001, members shall be paid their annual salary in accordance with the following schedule:
  - i) 3.846% on the second Tuesday following the start of the regular school year calendar;
  - ii) the next 25 instalments at 3.846% of their annual salary on every second Tuesday, commencing the fourth Tuesday in September;
  - iii) if any of the pay dates specified above falls on a banking holiday, the pay will be deposited on the last working day prior to the banking holiday on which the pay date falls;
  - iv) members who employment terminates will receive their final pay on the first payroll date as is practicable following termination;
  - v) upon written request by a Teacher, prior to April 30th, a teacher shall be paid the total of the July and August payments on the first pay in July.

Once this request has been granted, it shall remain in effect until such teacher states, in writing, prior to April 30th, that he/she would like a change.

- f) Unless otherwise expressly agreed, a teacher is entitled to be paid his/her salary in the proportion that the total number of days during which he/she teaches bears to the whole number of teaching days in the year.
- g) Where a teacher is absent and such absence without loss of salary is not authorized by legislation, regulation, Board policy or this Agreement, the teacher's salary shall be reduced at a per diem rate of 1/194 of gross salary, including any allowances.
- h) As soon as practical following the effective date of this Agreement and following the effective date of any revised salary grid, the Board shall issue to each teacher a statement showing the calculation of the gross salary of the teacher and information on which the calculation is based. The statement shall also include a summary of the employee benefit plans in which the teacher is registered. The teacher shall have a period of twenty one (21) days for review. It shall be the responsibility of the teacher to examine the statement in detail, to certify its correctness or, if necessary, to obtain a revised statement from the Board.

It shall be the responsibility of the teacher, within the review period, to return to the Board Office the original or revised statement certified correct by the teacher. If the certified statement is not received by the Board by the end of the review period, notwithstanding Article 4.03, c), the Board shall withhold any further salary payments to the teacher until the certified statement is received. Subject to the right of the teacher to claim additional qualifications under Article 4.01 and additional experience under Article 4.02, where the teacher certifies the correctness of a statement, the Board shall not be held responsible in any way for any loss of salary or employee benefits resulting from the application of any information contained in the statement.

## **ARTICLE V - SALARIES AND ALLOWANCES**

### **5.01 Teachers' Salary Schedule**

See Schedule "A" attached.

### **5.02 New Positions**

Where the Board creates and defines a new teaching position to be filled by a teacher who comes within the scope of this Agreement, the Board shall establish the title, initial salary with any allowance deemed appropriate, advertise, and make an appointment. The salary and, if applicable, the allowance for the position shall be negotiated with the teachers' authorized representatives on request, within the normal time frame, at the next regular set of negotiations in accordance with Article 1.01. The solely recognized representatives would be as per Article 1.01.

### **5.03 The Board shall pay an allowance of \$2,500 per annum to Coordinators in addition to grid salary.**

#### 5.04 Department Head Allowance

- i) The Board shall pay an allowance of \$1,000 per annum to its Department Heads.
- ii) Each Department Head with a teaching assignment of 6.67 eligible programs shall be granted one (1) release period.

#### 5.05 Teacher-In-Charge

- i) The parties recognize that from time to time school administrators (principal/vice-principal) may be absent temporarily from their duties. To accommodate these situations, a teacher may be designated as a “teacher-in-charge” at a school.
- ii) A teacher-in-charge will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the collective agreement.
- iii) When the principal is absent the teacher-in-charge shall be in charge of the school and perform such administrative duties as assigned by the principal from time to time.
- iv) The teacher-in-charge shall not participate in evaluation or disciplining of teachers, including occasional teachers, in the school.
- v) The services of a teacher-in-charge may only be called upon when the school administrator(s) (principal/vice-principal(s)) are absent from the school.
- vi) When a school administrator(s) is to be absent for planned absences of more than one half day a determination will be made by the school administrator(s) in consultation with the teacher-in-charge whether to replace the teacher-in-charge with an occasional teacher. Any time beyond a half day shall be considered a full day.
- vii) When the school administrator(s) is to be absent for two or more consecutive days an occasional teacher will be hired to provide coverage for the teacher-in-charge if requested by the teacher-in-charge.
- viii) In the event of illness or other unplanned absences, an occasional teacher shall be called on the second consecutive day of such absence, if requested by the Teacher-in-charge.

- ix) In all schools the teacher-in-charge shall be paid an honorarium per school year equal to:

Schools under 300 students And schools with a Full-time Vice-Principal	\$750
Schools 301-400 students	\$800
Schools in excess 401 students	\$850

- x) No teacher shall be assigned without his/her consent.

#### 5.06 Acting Administrator

- i) The Board may assign to a qualified teacher the duties of an administrator (Principal/Vice-Principal) for a temporary period of time not to exceed forty (40) consecutive school days. However, in the case of a pregnancy/parental leave or a Board approved leave of absence including a long term medical leave this period can be for the balance of the school year in which the assignment is made.
- ii) Any extension of this period shall be by mutual consent of the Board and OECTA.
- iii) No teacher shall be assigned without his/her consent.
- iv) Acceptance by the teacher of such duties on a temporary basis shall not interrupt the teacher's accumulation of seniority rights or credit for experience under the provisions of this agreement or his/her membership in Local.
- v) All provisions of the collective agreement shall apply to the teacher during the term of the assignment.
- vi) The assigned teacher shall not perform the evaluation of teachers under his/her supervision during the temporary assignment.
- vii) An assigned teacher shall be replaced by an occasional teacher for the duration of the assignment.
- viii) The Acting Administrator shall be compensated at the daily rate applicable for the position.

5.07 Probationary Administrator (Principal/Vice-Principal)

- i) A qualified teacher may accept an appointment by the Board to fill a vacant position as an Administrator (Principal or Vice-Principal) on a probationary basis for one (1) year.
- ii) If at the end of the probationary period the teacher elects to resign from his/her appointment, or if the Board elects not to continue the appointment for a further period, the teacher shall be entitled to return to the bargaining unit with the seniority and experience the teacher had prior to the appointment.
- iii) No teacher shall be declared redundant if the probationary administrator returns to the bargaining unit in accordance with 5.07(ii).

5.08 Recognized Post Graduate Degrees

A recognized post-graduate degree (to a maximum of one) not used for placement as per Article 5.01 shall receive a reimbursement of \$769. Only those teachers paid under Article 5.01 are eligible to receive the annual reimbursement. A post-graduate degree is a degree at the Master or Doctorate level.

Those in receipt of more than one a post-graduate degree allowance as of August 31, 1998, will continue to receive that level of reimbursement.

**ARTICLE VI - BENEFITS**

- 6.01 a) In any calendar year, the Board shall pay 95% of the costs of the premiums in effect on the first day of September of that year for Sun Life Extended Health Care Plan, Sun Life Semi-Private Hospital Care Plan, Sun Life Group Life Insurance Plan and Sun Life Dental Plan for eligible full-time teachers and their dependents. For eligible teachers who work less than full-time, the Board's contribution shall be that percentage of the contribution paid on behalf of full-time teachers which is equal to the percentage of full-time which the teachers work.
- The teacher shall pay the remaining costs.
- b) Teachers who work less than half-time shall not be eligible to participate in employee benefit plans.
- c) The Board will remit the monthly premium to an insurer for Extended Health Care Plan, Semi-Private Hospital Care Plan, Group Life Insurance Plan, or any other agency as the case may be on behalf of its eligible employees (and their eligible dependents when required) to provide the benefits hereinafter specified.

Upon so doing, the Board shall be relieved of any liability to any employee and/or dependent with respect to such benefit(s). The monthly premium that the Board agrees to remit shall be obtained by deducting from the pay of each eligible employee each month the employee's share as established in Article 6.01 a) of the required premium for each benefit provided including arrears. The Board also agrees to pay the balance of such premiums each month that is required in order to provide the said benefits.

- d) The Board shall furnish all teachers with a comprehensive statement on all medical plans at the end of each September.
- e) It shall be the responsibility of the teacher to assure the deduction(s) being made corresponds with the coverage which the teacher has authorized and which corresponds with his or her marital and family status.
- f) During an unpaid leave of absence the full costs of any Plan are borne by the teacher. The Long Term Disability Plan is available and compulsory during the statutory portion of a Pregnancy/Parental Leave but is not available at other times. All other compulsory plans continue to be available and compulsory unless exemptions can be obtained on the usual conditions. Arrangements for continued participation can be made through the Administration office and should be made before the leave begins.
- g) Notwithstanding Article 6.01 to Article 6.05, the Board may arrange with any carrier to provide employee benefits provided that the benefits or coverage are not less than those specified in Article 6.01 to Article 6.05.
- h) The parties agree that the group benefits booklet does not form a part of the terms of this collective agreement.

Refer to your group benefits booklet for information on positive enrolment/coordination of benefits.

## 6.02 Dental Plan

The current dental plan will include:

- 1) Level I and Level II unlimited basic plan (restorative and Periodontics-Endodontics)
  - 2) Level III (major restorative plan, crowns, bridges and dentures) at 50% co-insurance with \$1500 annual maximum.
- AND
- 3) Level IV (dependent orthodontia up to and including age 19) at 50% co-insurance with \$1500 lifetime maximum. The Board shall pay 50% of the cost of the premium of this Level.

The Dental Plan will include 9 months recall on regular examinations and cleaning. Periodontal scaling (8 units per benefit year).

The plan covers the dental procedures up to the level of the Provincial Dental Association fee guide subject to any co-insurance factor. The dental plan for this employee group is based on the Ontario Dental Association (ODA) 1999 fee guide for general practitioners effective September 1, 2002, and Ontario Dental Association (ODA) 2000 fee guide for practitioners effective September 1, 2003.

Refer to your employee group benefits booklet, Dental Plan section for dental procedures and codes covered by the Plan.

### 6.03 Extended Health Care

#### a) Pay Direct Prescription Drug Card

Effective SEPTEMBER 1, 2001, the plan will require a \$2.00 per prescription fee at the time of purchase and will cover prescription drugs which legally require a prescription.

Upon submission of Positive enrolment/Coordination of benefits enrolment form, the teacher will be issued one pay direct prescription drug card for SINGLE Extended Health Benefits Coverage and two cards (identifying dependents) for FAMILY Extended Health Benefits Coverage unless the teacher is coordinating benefits with a spouse. (See positive enrolment/coordination of benefits section of your group benefits booklet.)

Prescription drugs which have a generic equivalent will be reimbursed based on the lowest cost generic available. If, for medical reasons, the prescribing physician writes "no substitution", the plan will pay for that brand name drug.

#### b) Private/Semi-Private Hospital Coverage

Semi-private hospital coverage will be provided from the first (1st) day of hospitalization of a member or eligible dependent.

#### c) Private Duty Nursing

Private Duty Nursing services will be limited to \$25,000 maximum every 3 years per insured.

#### d) Medi-Passport Travel Card

A Med-e-merg travel emergency assistance card provides 1-800 24 hour emergency travel assistance for out of Province coverage, limited to 60 days.



e) Vision Care

During a 24 month period, an eligible employee (only) may claim a maximum of \$125 for vision care. (Administered by the Board)

Where applicable refer to your employee group benefits booklet, Extended Health Care section, detailing additional eligible expenses covered by this Plan.

6.04 Group Life Insurance Plan

a) A Group Term Life Insurance Plan, to age 65, is provided and is a condition of employment.

b) Teachers may elect one of the following:

- i) 1X Annual Salary to the next higher \$1000 (maximum \$75,000)
  - ii) 2X Annual Salary to the next higher \$1000 (maximum \$150,000)
  - iii) 3X Annual Salary to the next higher \$1000 (maximum \$225,000)
- The insurer may require medical evidence of insurability.

The Board pays 95% of the cost of the premiums for coverage up to twice annual salary. For coverage beyond that, the teacher pays 100% of the premium costs.

c) Evidence of insurability may be required if a teacher changes class after he or she becomes eligible for insurance and such changes will be effective at the commencement of the new benefit year (September 1).

d) The board's share is pro-rated for part-time teachers on coverage up to twice annual salary.

6.05 Long Term Disability

The Board shall administer the Long-Term Disability Plan with 100% of the premium costs paid by participating teachers.

a) Monthly disability benefit: 55% of monthly earnings to a maximum monthly benefit of \$6,600. reduced by other disability income and pension contributions.

b) Qualifying period:

- i) The period commencing on the date you become totally disabled and ending on the completion of 80 working days of continuous total disability.
- ii) For pregnancy the elimination period commences on the date the pregnancy terminates, or if earlier, the date you become totally disabled. (N.B. ceasing to be actively at work does not in itself constitute total disability).

- c) Contribution to Pension Feature: Your pension contribution, an amount equal to 8.9% of monthly earnings will be paid by the Ontario Teachers' Pension Plan Board.

Refer to your Clarica Group Benefits booklet detailing your long term disability coverage.

**ARTICLE VII - LEAVE PLANS**

7.01 Cumulative Sick Leave hereby enacts as follows:

General

- 1. A sick leave plan will be established for every teacher employed by the Board subject to the provisions of the collective labour agreement and subject to the final authority of the Board. The administration of the plan shall be vested in the Director of Education or designate.
- 2. Each teacher, at the beginning of each school year, shall be given a statement of his/her reserve.
- 3. Transfer of Sick Leave Credits

An employee coming directly to this Board from a Board which has an accumulative sick leave plan shall have such credits transferred and they shall be used in case of illness.

- 4. Amendment or Repeal

The employee shall be given notification one month prior to any proposed action by the Board regarding amendments, repeal or re-enactment of any clause of this plan. Discussion between the Board and the employees will take place within thirty days of such notification.

- 5. In the event the teacher receives payment for loss of salary from a third party, resulting from an accident or illness, the teacher shall be required to repay to the Board the amount of money received as a result of the Sick Leave Plan up to the amount received from the third party.

Any period of absence which was deducted from the teacher's accumulated sick leave credit because of such accident or illness shall be restored by the equivalent number of days in such third party payment:

EXAMPLE:

1.	Teacher with salary ----->	\$51,400
	Accumulated sick leave ----->	200 days

2. Has an accident in which other party was at fault
3. Was confined to hospital  
and total time away was -----> 90 days  
Board paid salary -----> \$23,845
4. Sick leave reduced to -----> 110 days
5. Court action awards \$50,000 to medical, loss of salary, etc.
6. Teacher repays \$23,845 to Board.
7. Board reinstates accumulated sick leave to 200 days.

7.02 Provisions for Sick Leave:

1.
  - a) A teacher employed by the Board shall be entitled to have 100% of the unused portion of their annual statutory sick leave transferred annually to his/her accumulated sick leave reserve.
  - b) A full-time teacher is entitled to 20 days sick leave in any school year. A part-time teacher shall be entitled to that portion of 20 days which the number of days taught is of 200, with any fraction being raised to the next highest integer.
  - c) A full-time teacher shall be entitled to accumulative sick leave credit to a maximum of 200 days and pro-rated for teachers employed less than full-time.
  - d) After the sick leave to which teacher is entitled has been used in any school year, each teacher shall receive pay under this plan for absence caused by sickness, physical and/or mental disability, up to the amount of his/her accumulated sick leave and the number of days so paid shall be deducted from the days accumulated to his/her credit. Notwithstanding the foregoing, where a teacher participates in the Long Term Disability Plan, during any one illness the employee may use sick leave credit, if accumulated, only to the end of the waiting period required by the Long Term Disability Plan.
  - e) If, because of absence, a teacher's cumulative sick leave credit has been reduced, it may be built up again in subsequent years.
2.
  - a) Every teacher who is absent because of sickness shall notify his/her principal or the Board office of his/her absence and of the probable date of return.
  - b) The Board may require a teacher to submit a certificate from a qualified medical or dental practitioner to justify an absence, due to illness, of three or more consecutive days, or for any shorter period, if in the opinion of the Director such action is necessary.

- c) The certificate from a qualified medical or dental practitioner described in 7.02(2)(b) above, shall be in the form supplied to the teacher by the Board. The teacher shall take the form to the medical practitioner of his/her choice.
  - d) Every teacher is entitled to salary despite absence from duty in the case, where because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his or her duties. The days shall be deducted from sick leave credits.
3. The Board shall grant leave of absence, without loss of salary or deduction from sick leave credit, in the following circumstances:
- a) Bereavement Leave
    - i) Leave of absence without loss of pay or reduction of sick leave, shall be granted to a maximum of five (5) working days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending at the funeral. Immediate member of the family shall mean: spouse, parent, parent-in-law, brother, sister or child.  
  
With the prior approval of the Director of Education or designate a teacher may be allowed the use of up to two (2) of these days to be taken after the time of death to deal with estate administration issues.
    - ii) Leave of absence without loss of pay or deduction of sick leave, shall be granted to a teacher to a maximum of two (2) working days, to attend the funeral of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent or grandchild.
    - iii) Leave of absence, without loss of pay or deduction of sick leave, shall be granted to a teacher to a maximum of one day to attend the funeral of a relative not specified in Article 7.02(3)(a)(i) and (ii).
    - iv) At the discretion of the Director or designate, a teacher may be granted up to two (2) additional days without pay, to meet the exigencies of distance, special circumstances or for persons not listed above.
  - b) Pregnancy/Parental/Adoption Leave
    - i) The Board shall provide Pregnancy /Parental and Adoption leaves and sickness benefits according to the current Provincial Employment Standards Act.
    - ii) For a maximum of two days (2) for the birth or adoption of a child, where the teacher is absent for needs directly related thereto.

- c) Other Leaves
  - i) Where a teacher is required to be absent by reason of receipt of a summons to attend as a juror or by reason of receipt of a subpoena as a witness in which the teacher is not a party to the proceeding. Any conduct money received by the teacher to appear as a witness will be given to the Board.
  - ii) For up to five days per school year for the following professional purposes:
    - (1) to write, but not prepare for, examinations which will improve professional or academic qualifications;
    - (2) to attend, as a properly approved representative, a meeting of O.E.C.T.A., or O.T.F.,
    - (3) to take part in any activity which, in the opinion of the Director, has sufficient professional value for the teacher and the Board.
  - iii) With the prior approval of the Director of Education or designate a teacher may be granted a leave of absence with pay for the limited purpose of dealing with a serious or immediate health problem of a parent, brother, sister, spouse, son, daughter, parent-in-law or for the graduation of a spouse, child or parent from university or college. Any such days will be deducted from the teacher's sick leave credit.
- d) Where a teacher is granted leave without loss of salary or deduction from sick leave credit and receives payment from a third party for services given during the period of leave, the teacher shall repay to the Board the amount of the payment received.

7.03 Educational/Sabbatical Leave

An Education Leave Plan funded by the Wellington Catholic District School Board and jointly endorsed by the Board and the respective OECTA local will incorporate the following points:

- a)
  - i) One full leave will be made available by September 30 each year:
  - OR
  - ii) Partial leaves which total the equivalent in time of a full leave may be substituted for a full leave and be made available by September 30 each year:
  - AND

- iii) In any event, leaves are to accumulate to not more than two full leaves in terms of time in any one year.
- b) Teachers shall apply in writing. In addition to sending a copy to the Board, the teachers shall send a copy of the application to their respective president(s) of the OECTA local. An application for an academic year, or period of time absence, should be received by December 1 of the prior year. The Board shall reply by March 1 of the following year. Applications for shorter periods of time must be received at least sixty days prior to the requested start of the educational leave.
- c) The Board may restrict the number of teachers receiving educational leave in any one year and may limit the length of time of leave.
- d) The teacher shall receive remuneration equal to 75% of annual basic salary which would have been received during the period of the leave and will be granted the privilege of augmenting his/her income from his/her accumulated sick leave. Up to 66 2/3% of such credits may be used provided that the teacher does not receive more than normal basic salary.

Where the leave is for one month or less, the teacher shall receive 100% of his/her salary. Where any leave is taken at the request of the Board, the teacher will receive 100% of his/her salary, and shall not be penalized for the period of absence irrespective of Articles 7.01, B. 8. and C. 11.

- e) All requests for educational leave must be endorsed by the respective OECTA local and the Director of Education and shall require the approval of the Board.
  - 1) The respective OECTA local will review the applications and advise the Board through the Director of Education of its/their recommendation(s) and/or endorsement(s).
  - 2) The Planning Council will review and consider the application(s) and the recommendation(s) and/or endorsement(s) of the OECTA local and will set out through the Director of Education its recommendation(s) and/or endorsement(s) to the Board.
  - 3) The Board will receive and consider the applications, as well as recommendations and/or endorsements, from the respective OECTA local and Planning Council, in making its decision.
- f) Where an application is rejected, the applicant will be informed in writing of the reasons for the rejection of the educational or sabbatical leave.
- g) The Board, as well as the OECTA local and Planning Council, will consider such factors as: age, years of experience, length of service, outstanding service to the system, enrichment of the teacher and system and potential contribution to the system, and may accept or reject applications because of these factors.

- 1) Endorsement of an application shall not be granted to a teacher for purposes of:
    - a) completing or upgrading an undergraduate degree,
    - b) continuing studies in a narrowly defined academic area.
  - 2) The Presidents of the OECTA local will be advised following the first regular Board meeting in September of any areas of concern to the system that the Board has identified. Proposals in these areas will be given a higher priority by the Board.
- h) Final approval shall only be given to an applicant when proof of admission to the indicated course has been submitted or the applicant has submitted a detailed program of enrichment plans to the Director of Education.
  - i) The Board shall require a teacher whose educational leave exceeds one month to enter into a contract to return the amount of the income received during the period of educational leave if the teacher does not remain on the staff for a period of at least three years from the date of returning from leave. The Board may, at its discretion, require a contract for some period of time from a teacher whose educational leave does not exceed one month.
  - j) Although the Board is not able to ensure that the participant's position will be available to him/her upon his/her return, the Board will guarantee to offer a position comparable in status and salary range.
  - k) During the period of leave, the Board shall suspend temporarily the Accumulative Sick Leave Plan. Health Insurance Plans, Group Life Insurance and Long Term Disability Insurance coverage shall be maintained by the Board and the teacher concerned.

#### 7.04 Teacher Funded Leave Plan

- a) The parties agree to establish a Teacher-Funded Leave Plan through which a teacher may save money and use the savings to finance a year of leave during the final year of the chosen Plan. The plan will be operated in accordance with this Article.
- b) Participation in the Plan may begin on September 1 of any year. The leave will begin on September 1 of the 3rd year of a three year plan, the 4th year of a 4 year plan or the 5th year of a 5 year plan.
- c) Any teacher with three or more years of seniority with the Board may apply to participate in the Plan. The application, in writing, must be received by the Director by January 31 before participation would begin. The application shall include the teacher's estimate of the value of the leave to the system.

- d) The Board will determine the number of applications which may be approved in any year.
- e) The Board may accept or reject any application on the basis of the Board's estimate of the effect of approval upon the system.
- f) The Board will reply to any application by March 31 following receipt and will specify its reasons in cases of refusal. No leave shall be unreasonably denied.
- g) Each teacher permitted to participate in the Plan shall enter into an Agreement with the Board. The Agreement shall contain the following terms:

X = number of years worked Y = total years in the plan

- 1) In each of the years of the plan, the teacher shall be paid X / Y of the salary and allowances to which he/she would otherwise be entitled.
- 2) The remainder shall be retained by the Board and shall be accumulated with interest.
- 3) Income tax, E.I. and C.P.P. Deductions shall be calculated based only on X / Y earnings paid to the teacher. Pension Plan contributions and teacher benefit deductions shall be calculated on 100 per cent (100%) earnings in accordance with the Plan.
- 4) A statement of the status of a participating teacher's account shall be given to the teacher in September of each year.
- 5) The leave will begin on September 1 of the final year of participation in the Plan. Subject to (6) below, on that date, the Board shall pay to the teacher the funds, with accumulated interest, less amounts withheld to cover the full cost of employee benefit plans, statutory and other necessary deductions.
- 6) At the request of the teacher received on or before the preceding July 1, the Board shall pay to the teacher on the first banking day in September, 40% of the accumulated funds and the remainder on the first banking day in January. Deductions will be pro-rated appropriately.
- 7) The Executive of the OECTA Local involved will, prior to the commencement of the leave, assure the Board that the teacher is fully aware of the implications which participation in the Plan will have on tax, pension and employee benefit plans.
- 8) During the leave, the teacher will retain his/her seniority but will not gain in experience for salary purposes. The teacher shall not be entitled to sick leave or have access to accumulated sick leave credit.



- 9) A teacher may withdraw from the Plan in the following circumstances:
  - a) at any time with the consent of the Board.
  - b) at the end of any year provided the Board has not engaged a replacement.
  - c) at any time when the teacher's position with the Board is terminated for any reason.
- 10) If the Board is unable to find a replacement which the Board considers acceptable, a leave may be deferred for a maximum of two years. If an acceptable replacement is still not found, the teacher shall withdraw from the Plan.
- 11) If, in the opinion of the Board, the good of the system requires it, any participating teacher may be required to withdraw from the Plan at any time.
- 12) Where a teacher withdraws from the Plan, all retained funds, with accumulated interest, shall be paid to the teacher within sixty days. If the teacher dies, the funds, with accumulated interest, shall be paid to the teacher's estate.
- 13) Subject to Article 3.06 in the Board-Teacher Agreement and in Board policies, upon return from a leave, a teacher shall be placed in a position similar to that which the teacher held before the leave. For a teacher who was in a position of responsibility, a similar position shall be any position which carried the same title.
- 14) The teacher shall accept full responsibility for any problems which might arise, through participation in the plan, with Revenue Canada, the Ontario Teacher Pension Plan Board or the carriers of any employee benefit plan.
- 15) At the time of withdrawal of funds from the Plan, the Board will withhold \$200 to cover administrative costs, unless the Board has withheld the leave.
- 16) The OECTA local shall reimburse the Board for any loss of grant revenue which might result from the operation of the Plan.

#### **ARTICLE VIII - FEDERATION AND COLLEGE OF TEACHERS' FEES**

- 8.01 a) Federation Fees shall be deducted in equal instalments from each pay and the Board shall remit the amount to the OECTA Provincial Secretary-Treasurer. For the purpose of this Article "Federation Fees" shall have the same meaning as under Section 47 (2) of the Ontario Labour Relations Act. OECTA shall indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.

- b) College of Teacher fees as required under the provisions of the College of Teachers Act and its Regulations will be deducted by the Board in two(2) equal instalments in the month of January and will be submitted by the Board to the College of Teachers.
- c) It is the sole responsibility of a teacher who is on a leave of absence to remit College of Teacher fees as required under the provisions of the College of Teachers Act and its Regulations during the period of the leave. The Board will advise the teacher of this in the letter to the Teacher approving the leave of absence.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

### 9.01 General Application

- a) A grievance is defined as any dispute between the parties which relates to the interpretation, application, administration or alleged contravention of this agreement.
- b) The time limits specified in this article are mandatory and failure to meet such time limits will result in abandonment of the grievance by the grievor or automatic referral to the next step of the procedure if violated by the defending party. Should both parties be in default, the grievance shall be deemed to have been abandoned. The date of registration of a registered letter, the date on a courier receipt or the date of hand delivery shall be deemed to be that date of any session or decision.
- c) The time limits contained herein may be amended by the written mutual agreement of the parties at any stage in a particular dispute or grievance.
- d) A grievance brought by the Board or the Association as an entity shall be filed at the Grievance Committee Stage and proceed as prescribed thereafter.
- e) A grievance, to be acceptable under this agreement must be timely, must be in writing, make reference to the article(s) violated and be signed by the grievor(s). It must contain a precise statement of the facts relied upon and must contain a statement of the remedy sought.

### 9.02 Dispute Resolution Process

#### Step I

Within ten(10) school days of the incident giving rise to the dispute or within ten (10) school days of reasonably becoming aware of the incident, a member(s) of the OECTA Local shall identify the nature of the dispute to the principal or his/her school or to his/her immediate supervisor.

### Step 2

The Principal or supervisor shall respond verbally or in writing, as appropriate, to the member(s), their proposed resolution of the dispute within five (5) school days of having been presented the dispute in Step 1 above.

### Step 3

In the event that the member(s) is not satisfied with the proposed resolution at Step 2, they may, within ten (10) school days, submit a written statement as outlined in 9.01 (e).

#### 9.03 Grievance Stage

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

#### 9.04 Grievance Committee Stage

- a) In the event that the resolution proposed at the Grievance Stage is not acceptable to the OECTA Local member(s) the OECTA Local member will submit the grievance with the appropriate documentation outlining the reasons to the Director of Education within ten (10) school days of receipt of the response at the Grievance Stage.
- b) The Director of Education and the OECTA Local President will arrange a meeting(s) of the Joint Grievance Committee at a mutually agreeable time not to exceed five (5) school days after the receipt of the Grievance in 9.04 (a) above. The parties will meet to discuss and examine the alleged violation of the collective agreement, examine documentation, present their rationale and seek a mutually acceptable solution.
- c) The Joint Grievance Committee will be composed of:
  - i) 3 members to represent the Board including the Director of Education or designate;
  - ii) 3 members to represent the Branch Affiliate, one of whom must be a member of the local Branch Affiliate Executive;
  - iii) The Joint Grievance Committee will hold its meetings in private session. While a grievor(s) is not a member, the committee may call the grievor(s) to provide information as appropriate. The Committee will

announce its decision within five (5) days after completion of private session(s).

- d) Following release of a decision by the Joint Grievance Committee, the parties will decide independently their decision to settle, abandon or pursue the grievance and will notify the other party of such decision within five (5) school days of the final meeting of the Joint Grievance Committee. Failure to provide written notification will be deemed acceptance of the solution as final and binding.

#### 9.05 Grievance Mediation Stage

- a) In the event that either party rejects the proposed solution of the Joint Grievance Committee, the Director of Education and the OECTA Local President may on behalf of both parties, jointly request assistance from a mutually agreeable mediation service.
- b) The costs of Grievance Mediation Services will be borne equally by the parties with the costs of representatives of each party to the mediation process borne entirely by that party.

#### 9.06 Grievance Arbitration Stage

In the event that the dispute remains unresolved following the Grievance Mediation Stage or following the release of the written notification of the Joint Grievance Committee either party may, within ten (10) school days of the completion of the mediation or after the release of the written notification of the Joint Grievance Committee, which ever last occurs, request submission of the grievance to arbitration.

#### 9.07 Arbitration Provision

- a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged contravention of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, within fourteen (14) days after the grievance procedure established by this agreement has been exhausted, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The parties have five (5) days to select a single arbitrator following receipt of notice.
- b) Where a single arbitrator has not been named under (a) the party initiating the grievance will send a notice containing the name of its appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair.
- c) If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- d) The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority decision of the chair governs.
- e) The time limits provided under this collective agreement for the taking of steps in the grievance or arbitration procedure shall be subject to subsection 48(16) of the Labour Relations Act.
- f) The time limits provided under this collective agreement for the taking to steps in the grievance or arbitration procedure may be extended on a case-by-case basis by written consent of the parties.
- g) Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Labour Relations Act, 1995.

## **ARTICLE X - O.E.C.T.A. RELEASE TIME**

### **10.01 Release Time**

- a) Release time, when requested for the unit presidents, will be on the following basis:
  - 1) O.E.C.T.A. unit president will be on a 50% basis
    - i) For the purpose of release time, where the president(s) elect of the O.E.C.T.A. unit hold(s) a position of responsibility a placement to a classroom position shall be required for the period of time that the president is in office.
    - ii) Where, in consultation with the Director of Education it is deemed appropriate, the release time may be increased to a maximum of full-time in (a) (1) immediately above. In such instance, the salary and benefits pro-rate will be 30% Board and 70% OECTA.
- b) Salary and benefits will be pro-rated so that the amount of time spent in teaching duties will be paid by the Board and the amount spent in unit duties will be paid by the provincial O.E.C.T.A. respectively.
- c) Salary and benefits shall be administered by the Board through the personnel payroll process.
- d) Each year the president holds office shall be calculated for teaching experience purposes in accordance to the percentage of time established in the president's contract with the Board.

- e) Upon completion of the term of office as president, the president shall be placed in a teaching position on the same percentage as in the year immediately preceding assumption of the president's role.
- f) Where the president had also been involved in a secondment, the president shall be placed in a same or similar position of responsibility on the same percentage as in the year immediately preceding assumption to the president's role.

#### 10.02 Chief Negotiator Release

The Board agrees to the principle of release time for the Chief Negotiator. The amount of such release time and the return to a teaching assignment will be mutually agreed to by the President of the respective Unit and the Director. The Unit will pay the salary and the Board the benefits of said individual.

### **ARTICLE XI - STAFFING**

#### 11.01 Elementary and Secondary School Staffing

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

#### 11.02 Elementary School Preparation, Planning Time and Supervision

In 2002-2003

- a) Full-time teachers in elementary schools shall be granted preparation and planning time comprised of the following:
  - i) one hundred and sixty (160) minutes per week within the instructional day.
  - ii) two separate half days and one full day for planning, evaluation and preparation of report cards and I.E.P.s on Board selected Professional Development days, prior to report cards being due.
  - iii) one additional half day for planning preparation and evaluation on a Board selected Professional Development Day.

In 2003-2004

- i) one hundred and sixty (160) minutes per week within the instructional day.

- ii) three (3) separate full days for planning evaluation and preparation of report cards and I.E.P.s on Board selected Professional Development days prior to report cards being due.
- b) Preparation time for part-time teachers shall be pro-rated.
- c) Supervision in elementary schools shall be assigned by the Principal equitably among the staff.

#### 11.03 Secondary School Assignment

- a) The Board shall assign classroom teachers in secondary schools to provide instruction to pupils in an average of at least 6.67 eligible courses of eight (8) in a day school program during the school year.
- b) The Board shall assign on average 0.67 of the 6.67 as instruction in equivalent programs as prescribed by the Education Act and the Regulations thereto. (Eg. TAP, remedial, supervision and substitutions for absent teachers).
- c) Principals shall assign and require each classroom teacher to provide 23 half period on-call supervisions per semester. A record will be kept by administration and be made available to teachers.
- d) On call substitutions for absent teachers per Article 11.03 shall be assigned in accordance with a schedule and a process mutually agreed upon between the Board and OECTA.
- e) The Board and OECTA shall meet prior to July 15th, to determine the process and scheduling with the understanding that no teacher will be assigned more than 3 substitutions per week.
- f) The schedule and the process will be reviewed at the end of the first semester of each school year to discuss and resolve concerns.
- g) In accordance with (c) through (f) above on-call coverage may result from “preplanned” and or “unplanned” absences.
  - i) Preplanned Coverage: are on-calls for an teacher whose absence is known in advance.
  - ii) Unplanned Coverage: are on-calls that arise from teacher absence as a result of illness or emergency. Unplanned on-calls will be assigned on a Tuesday through Friday schedule with each teacher being assigned a specific day for potential coverage.
- h) Occasional teachers will be used when on-call coverage is not available.

- i) After two (2) consecutive days of absence due to illness or bereavement, coverage for the absent teacher will be provided by an occasional teacher.
- j) The teaching schedule for part-time teachers shall be prorated according to the schedule below;

Course Assignment	Full Time Equivalency
One (1) Course	.1499
Two (2) Courses	.2999
Three (3) Courses	.4498
Four (4) Courses	.5997
Five (5) Courses	.7496
Six (6) Courses	.8996

- k) Part-time staff will be assigned supervisory duties on a pro-rated basis.
- l) Any teacher with a course assignment of 6 eligible courses or greater is expected to remain on site during the regular instructional hours of the secondary school.

11.04 School Day and School Year

The Length of School Day and School Year shall be in accordance with the Education Act, Education Quality Improvement Act and their Regulations as amended from time to time.

11.05 Travel Time

A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.

Teachers required to travel between schools shall be given consideration when school supervision duties are assigned.

11.06 School Closure or Opening

In the event of closure of an existing school or opening of a new school, the mechanics for the subsequent allocation of staff shall be determined by the Board in consultation with OECTA executive and forwarded to OECTA Unit Executive for review and approval.

11.07 It was agreed that in the Board's elementary schools no one class will have more than two grades.



## 11.08 Vacancies, Postings and Transfers

Vacancies are defined as those teaching positions within the bargaining unit which may become available due to attrition, growth, transfer or newly created positions. Newly created positions include but are not limited to new or expanding programmes.

Teacher transfers will be as per the document "Teacher Transfers and Recruitment " with the appropriate date changes to reflect the current school year. Any changes, additions and/or deletions can occur with the mutual agreement of both parties.

## 11.09 Personal Files

### 1) Medical Information

The Board shall keep any medical information in separate files accessible only to appropriate health care professionals, the teacher and necessary Human Resources personnel, the Director or senior designate.

### 2) Personnel/Personal Files

- a) The personal file respecting a teacher shall be maintained by the Board and shall be available and open to the teacher for inspection following 48 hours written notice (including e-mail) at any reasonable time during the regular working hours of the Board in the presence of a member of the Human Resources Department. The teacher may be accompanied by an individual of the teacher's choice.
- b) A teacher shall be entitled upon request to copies, without cost, of any materials contained in the teacher's personal file.
- c) Where a teacher authorizes in writing access to the teacher's personal file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- d) Teachers shall receive copies of any materials placed in their personal files pertinent to the teacher's conduct or of a disciplinary nature within five (5) working days of the material being filed.
- e) The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- f) If a teacher disputes the accuracy or completeness of information in the teacher's files the Board shall, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the teacher in writing of its decision including reasons for that decision.

- g) If a teacher continues to dispute the accuracy of the contents of the files, the teacher can request in writing the removal of the specified material. In the event that the Board refuses to remove the said material, the teacher may file a statement of disagreement which will be attached to the record.
- h) Where the Board amends information per f) and/or g) above, the Board shall, notify all persons who received a report based on inaccurate information.
- i) After three (3) years, a teacher may request the removal of any negative report in his/her file. Notwithstanding the denial of any such request, the weight and significance to be attached to the negative report shall be diminished over time. Negative reports of a minor nature shall be removed after three (3) years at the request of the Teacher, unless there have been further similar incidents within the three (3) year period.

#### 11.10 Assault on a Teacher

The Board agrees that every teacher has a right to freedom from assault, (actual or threatened, verbal or physical) upon their persons, sustained in the course of their professional duties.

### **ARTICLE XII - EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

- 12.01 Any Employment Insurance (E.I.) Premium Reductions to which teachers are entitled shall be reimbursed to the O.E.C.T.A. Local.

### **ARTICLE XIII - DURATION AND RENEWAL**

- 13.01 a) The term of this agreement shall have effect from the first (1st) day of September, 2002 and continue in force until the thirty-first (31st) day of August, 2004.
- b) Changes made to this Collective Agreement during its lifetime may be made by mutual agreement in writing, after ratification by the OECTA and the Board.
- c) Where mutual agreement to amend occurs, the amendment shall be binding on both parties effective the date of the agreement.

### **ARTICLE XIV - DISTRIBUTION**

- 14.01 The Board shall provide each teacher in the employ of the Board a copy of this Agreement within thirty (30) days of ratification by both Board and Teachers.

**SCHEDULE A -**

**SEPTEMBER 1, 2002**

**1-September-02 2 Percent 2002/03**

LEVEL P-D CATEGORY	IV	V	VI	VII	
		A1	A2	A3	A4
<b>YEARS</b>					
<b>0</b>	\$31,940	\$34,530	\$35,585	\$37,456	\$39,506
<b>1</b>	\$33,294	\$35,994	\$37,105	\$39,212	\$41,261
<b>2</b>	\$34,648	\$37,456	\$38,627	\$41,261	\$43,309
<b>3</b>	\$36,544	\$39,506	\$40,617	\$43,602	\$45,650
<b>4</b>	\$38,437	\$41,554	\$42,725	\$45,943	\$48,285
<b>5</b>	\$40,603	\$43,895	\$45,066	\$48,285	\$50,918
<b>6</b>	\$42,769	\$46,237	\$47,407	\$50,918	\$53,551
<b>7</b>	\$44,933	\$48,576	\$49,747	\$53,551	\$56,186
<b>8</b>	\$47,099	\$50,918	\$52,088	\$56,186	\$59,111
<b>9</b>	\$49,265	\$53,259	\$54,429	\$58,819	\$62,038
<b>10</b>	\$53,023	\$57,321	\$57,340	\$62,038	\$65,841
<b>11</b>			\$61,045	\$66,304	\$70,619

**1-September-03 2 Percent 2003/04**

LEVEL P-D CATEGORY	IV	V	VI	VII	
		A1	A2	A3	A4
<b>YEARS</b>					
<b>0</b>	\$32,579	\$35,221	\$36,296	\$38,206	\$40,296
<b>1</b>	\$33,960	\$36,714	\$37,847	\$39,996	\$42,086
<b>2</b>	\$35,341	\$38,206	\$39,400	\$42,086	\$44,175
<b>3</b>	\$37,274	\$40,296	\$41,430	\$44,474	\$46,563
<b>4</b>	\$39,205	\$42,385	\$43,579	\$46,862	\$49,250
<b>5</b>	\$41,415	\$44,773	\$45,967	\$49,250	\$51,937
<b>6</b>	\$43,624	\$47,161	\$48,355	\$51,937	\$54,622
<b>7</b>	\$45,832	\$49,548	\$50,742	\$54,622	\$57,309
<b>8</b>	\$48,040	\$51,937	\$53,130	\$57,309	\$60,293
<b>9</b>	\$50,250	\$54,324	\$55,518	\$59,996	\$63,279
<b>10</b>	\$54,083	\$58,467	\$58,487	\$63,279	\$67,158
<b>11</b>			\$62,266	\$67,630	\$72,031

<b>Aug 31/04</b>		<b>0.50%</b>		<b>2003/04</b>	
<b>LEVEL P-D</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	
<b>CATEGORY</b>		<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>YEARS</b>					
<b>0</b>	\$32,742	\$35,397	\$36,478	\$38,397	\$40,497
<b>1</b>	\$34,129	\$36,897	\$38,036	\$40,196	\$42,297
<b>2</b>	\$35,518	\$38,397	\$39,597	\$42,297	\$44,396
<b>3</b>	\$37,461	\$40,497	\$41,637	\$44,696	\$46,796
<b>4</b>	\$39,401	\$42,597	\$43,797	\$47,096	\$49,497
<b>5</b>	\$41,622	\$44,996	\$46,197	\$49,497	\$52,196
<b>6</b>	\$43,842	\$47,397	\$48,596	\$52,196	\$54,895
<b>7</b>	\$46,061	\$49,796	\$50,996	\$54,895	\$57,596
<b>8</b>	\$48,281	\$52,196	\$53,396	\$57,596	\$60,595
<b>9</b>	\$50,502	\$54,596	\$55,795	\$60,296	\$63,596
<b>10</b>	\$54,354	\$58,760	\$58,780	\$63,596	\$67,494
<b>11</b>			\$62,577	\$67,968	\$72,391

Letter of Understanding re: Extra Curricular Activities

The Board and OECTA both recognize the value of extra curricular activities to the overall educational experience of the students.

The schools of the Wellington Catholic District School Board have enjoyed a rich history and tradition of extra curricular activities made possible through the voluntary effort and commitment of a dedicated staff.

Subject to the requirements of any Act or Regulation, both OECTA and the Board agree and support an extra curricular program that is voluntary, reasonable in scope, and manageable by students and staff.

Letter of Understanding re: L.T.D.

In the event a teacher has made timely application for L.T.D. and approval is delayed for procedural reasons beyond the control of the teacher, or the teacher's application is denied, and the teacher appeals the denial, the teacher may elect to use sick days remaining to his/her credit beyond the eighty (80) permitted under Article 6.05 provided that:

- i) the teacher may only draw on days to his/her credit up to the amount remaining in his/her bank;
- ii) upon approval of the teacher's claim, the amount paid by the carrier for the period from the date of the expiry of the waiting period to the date of payment shall be remitted to the employer and shall be the sole property of the employer;
- iii) the teacher shall execute a direction to the L.T.D. carrier to such effect;
- iv) the employer shall be entitled to and authorized in advance by the teacher to deduct from any monies owed to or owed in the future to the teacher by the employer the amount of any shortfall or difference between the amount paid by the Board in sick leave and the amount remitted to the employer by the L.T.D. carrier;
- v) upon receipt of full restitution the employer shall re-credit to the teacher sick days equivalent to the number of days from the expiry of the waiting period to the date of approval of the teacher's L.T.D. claim;
- vi) in the event the teacher's appeal is denied by the L.T.D. carrier the amount paid to the teacher in the form of sick leave pay over the eighty (80) days shall constitute a debt of the teacher to the Board in the form of a liquidated sum and the Board may recover such monies by deducting from the teacher's wages in equal amounts monthly until the debt is retired.

Letter of Understanding re: Performance Appraisal

A committee will be formed to examine the issues relating to Teacher Performance Appraisals. The Board agrees to consult with the Bargaining Unit regarding the Board's Policy for Performance Appraisals of teachers with respect to Bill 110. The Board and the teachers agree to review Bill 110 for consistency of application including timelines and process regarding teacher support, parent and student surveys and a view to establishing timelines and process within the permissive language of the Act and Regulation referenced above. A committee with equal representation from the Board and the Bargaining Unit shall be established by August 31, 2002.

Letter of Intent Re: Lunch Supervision

The Board and OECTA will meet to discuss the implementation of lunch scheduling in accordance with the Regulation by September 3, 2002.



### Letter of Understanding Re: Criminal Record Checks

In compliance with the Safe Schools Act and Regulation 521/01 all employees will be required to provide to the Board a criminal reference check.

1. The Board will pay all costs associated with the Canadian Police Information Check (CPIC) provided that the teachers use the Police Service designated by the Board.
2. The Board will require the least intrusive criminal check which meet the requirements of the Safe Schools Act, the Regulations and Ministry directions, if any.
3. The required CPIC shall be placed in a confidential file available only to the Director and one designate and the individual Teacher who is referenced in the CPIC.
4. The Teacher is not required to submit results to the Board until July 31, 2003.
5. A Teacher who receives a positive result may request and shall be granted an extension to the July 31, 2003 deadline to challenge, amend or correct a result.
6. If the Board decides to utilize a centralized batch model for CPIC the Board will meet with OECTA to determine the appropriate Offence Declaration Form and procedures. A personal authorization by the Teacher must be received by the Board before including the Teacher in the batch processing. The results of the processing are to be sent to the employee and not to the Board.

Letter of Intent Re: Teacher Workload

The Board agrees to schedule appropriate time at an Administrative Council meeting prior to November 15 to hear the presentation of a report prepared by an OECTA committee to address teacher workload issues and concerns including but not restricted to technological support, report cards and IEPs, and EQAO testing.

**FOR THE BOARD**

**Chief Financial Officer -**

\_\_\_\_\_

**Manager of Human Resources -**

\_\_\_\_\_

**Coordinator of Employee Relations -**

\_\_\_\_\_

**FOR OECTA**

**OECTA Local -**

\_\_\_\_\_

**OECTA Local -**

\_\_\_\_\_

**OECTA Provincial -**

\_\_\_\_\_

**DATED AT \_\_\_\_\_ ON \_\_\_\_\_, 2002**