



AGREEMENT BETWEEN

WATERLOO CATHOLIC DISTRICT

SCHOOL BOARD

and

OECTA - WATERLOO UNIT

SECONDARY TEACHERS

For The Period
September 1, 2002 to August 31, 2004

PREAMBLE

WHEREAS it is the common goal of the Board and Teachers to provide the best possible educational service for the students of this community; and

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

WHEREAS to achieve this common goal it is essential that the Board and Teachers maintain the harmonious relationship that exists between them;

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

ARTICLE 1 - LEGAL OBLIGATIONS

1.01 Duration

This Agreement shall be effective for the period September 1, 2002 to August 31, 2004 and shall continue thereafter under the provisions of the current Ontario Labour Relations Act.

1.02 Strike or Lockout

There shall be no strike or lockout during the term of this Agreement or any renewal of the Agreement brought about through failure of either party to serve notice of proposed changes in accordance with the Ontario Labour Relations Act.

Recognition of Bargaining Agent

- A) The Waterloo Catholic District School Board, hereinafter called the Board, shall recognize the Ontario English Catholic Teachers Association, hereinafter called the Secondary Teachers as the sole bargaining agent for the teachers employed according to the current Labour Relations Act. No individual teacher, nor group of teachers shall enter into discussion with the Board or its representatives in order to alter any terms of this collective agreement, including working conditions and remuneration.
- B) 1. The bargaining unit includes all Secondary teachers save and except for Occasional Teachers.
2. Subject to the Education Act and the Regulations made there under and the requirements of the College of Teachers, all roles currently filled by teachers shall continue to be filled by teachers certified through the College of Teachers for the duration of this agreement.

1.04 Renegotiation as Required by Law

In the event that this Agreement is altered by an outside party authorized by law to do so, those provisions so altered shall be subject to Renegotiation.

1.05 Management Rights

- A) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of the current Ontario Labour Relations Act, the Education Act, and the regulations of the Ministry of Education.
- B) The principal shall be responsible to assign all duties deemed necessary for the safe and careful management of the school. The Principal shall make reasonable efforts to distribute duties as fairly as possible. Whenever possible, before assigning those duties, the Principal will discuss them with the staff affected.
- C) In order to accommodate persons with disabilities, such persons may be assigned duties suitable to accommodate the disability.

1.06 Freedom of Information Requests

The Board through the Director of Education will consider written requests to provide the Secondary Teachers with any documents and/or data consistent with the rights provided in the Municipal Freedom of Information and Protection of Privacy Act 1989, S.O. 1989, Section 4.

1.07 Discrimination

A) The Board recognizes that every teacher has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, sex, age, record of offenses, marital status, family status, or handicap.

A teacher who has a claim against the Board for discrimination involving any of the above will proceed through the grievance procedure beginning at Step 2 within fifteen (15) calendar days of the event giving rise to the grievance.

B) A teacher's participation in OECTA should be recognized as being a positive contribution to the school system.

C) The Board shall endeavour to provide a workplace free of harassment, as defined in the Ontario Human Rights Code, for all teachers.

1.08 Just Cause

A) A claim of unjust discipline or discharge by a teacher shall be subject to the Grievance and Arbitration Procedure as set forth in this Collective Agreement.

If the grievance relates to a claim of unjust discharge:

1. The grievor must file the grievance within ten (10) calendar days after the date of dismissal.
2. The grievance is initiated at Step 2 of the Grievance Procedure. Where the matter concerned is of a denominational nature, the Board and the Teachers shall, prior to discipline or discharge, make every reasonable effort to resolve the matter on a personal basis through professional and/or religious counselling. In the event of grievance pertaining to discipline or discharge on a denomination ground, there shall be a single Arbitrator who shall be the Bishop of the Diocese or his designate, whose decision shall be final and binding.

B) The Board shall not demote a teacher from a position of responsibility without just cause.

C) Probation

A teacher will serve a probationary period of 1 (one) year. The Board may extend the probationary period for one additional year, by mutual agreement of the Board and OECTA.

1.09 Publication of Collective Agreement

- A) The Board shall provide each member of the Secondary Teachers with a copy of the Collective Agreement within ninety (90) days of the ratification by both parties of the tentative agreement.

- B) Timelines may be extended by mutual agreement.

ARTICLE 2 - GRIEVANCE PROCEDURE

2.01 Definition

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

2.02 Protocol

These differences or disputes exist between the Board, and the Local Teacher Bargaining Unit acting on behalf of its members (*individual or group*). All decisions, statements, and grievances shall be submitted in writing by registered mail or hand delivery. The date of registration/delivery shall be deemed to be the date of any submission, decision or Board Grievance. The time limits may be extended by mutual agreement of the parties, in writing.

2:03 Individual Teacher Grievance

PROCEDURE STEP ONE

After discussion with the individual's immediate supervisor, the grievor, if necessary, shall submit a concise written statement of the grievance of the alleged violations of the provisions of the Collective Agreement and the redress sought to the Director of Education or designate with a copy to the individual's immediate Supervisor. This action will be taken within sixty (60) days of the event giving rise to the grievance.

PROCEDURE STEP TWO

Within seven (7) consecutive calendar days of the receipt of the statement of the grievance, the Director of Education or designate shall meet with the grievor to discuss the matter. The Director of Education or designate shall give a written decision to the grievor within seven (7) consecutive calendar days of the meeting.

PROCEDURE STEP THREE

A) If, in the opinion of the LOCAL TEACHER BARGAINING UNIT, the grievance remains unresolved by the decision of the Director of Education or designate, the LOCAL TEACHER BARGAINING UNIT shall, within fifteen (15) consecutive calendar days, notify the other party of its desire to submit the grievance to arbitration. The notice and subsequent procedure shall be in accordance with Section 48 of the OLRA (*Ontario Labour Relations Act*).

The recipient of the notice shall, within five (5) consecutive calendar days, inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its appointee to the arbitration board.

Where two (2) appointees are so selected they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson.

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour (*established under the OLRA*) upon the request of either party.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference and shall issue a decision binding upon the parties.

- B) Prior to the arbitration hearing, either party may request grievance mediation by application to the Minister of Labour. The party applying shall immediately inform, in writing, the other party of said application. All timelines will be suspended until the grievance mediation is held.
- C) However, in the event of a grievance pertaining to discipline or discharge on denominational ground, there shall be a single arbitrator who shall be the Bishop of the Diocese or designate. The decision of the arbitrator shall be final and binding.
- D) Each party shall bear the expenses of its own appointee(s) and its witnesses, and the expense of the Chairperson shall be shared equally by Local Teacher Bargaining Unit and the Board.

2:04 Group Grievance

If a common grievance concerning two or more members arises and each grievor affected agrees to their grievance being filed as part of a group grievance, it shall be submitted by the Executive of Local Teacher Bargaining Unit to the Director of Education of the Board within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July and August. If within twenty (20) consecutive calendar days the grievance remains unresolved, the Local Teacher Bargaining Unit with the concurrence of the grievors may proceed to Step Three (3) of the Teacher Grievance Procedure.

2:05 Unit Grievance

Where a grievance involves a question of general application or interpretation, the Board or Local Teacher Bargaining Unit may initiate the grievance by filing it with the Chief Executive Officer of the Local Teacher Bargaining Unit or the Director of Education, as the case may be, within sixty (60) consecutive calendar days, exclusive of July and August, of the event giving rise to the grievance and thereafter treat the grievance as if it were at Step Two (2) of the Teacher Grievance Procedure and thereafter at Step Three (3) if the grieving party so requests in conformity with the time limitations of the Procedure. No matter may be treated as a grievance under this clause if it could have been the subject of an individual employee or group grievance hereunder.

2:06 Board Grievance

Should the Board have a grievance with Local Teacher Bargaining Unit, it shall refer the grievance to the appropriate executive of Local Teacher Bargaining Unit within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July & August. If within twenty (20) consecutive calendar days, the grievance remains unresolved, the Board may proceed to Step Three (3) of the Teacher Grievance Procedure.

2.07 Representation

The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the Grievance Arbitration Procedure.

2.08 Arbitration Board Relief

An Arbitration Board may relieve against any breach of such time limits on terms it considers fair and equitable.

2.09 Arbitration Board Authority

The Chairperson of the Board of Arbitration (*or sole arbitrator as the case may be*) shall have the power to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath in the same manner as a court of record in civil cases, and to administer oaths.

2.10 Arbitrated Grievance Resolution

As outlined in Section 50 of the Ontario Labour Relations Act, 1995, the parties, at any time, may agree to refer one or more grievances to Grievance Mediation or Mediation Arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

2.11 Expedited Arbitration

Notwithstanding the procedure above either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act, 1995.

ARTICLE 3 - PROFESSIONAL RESPONSIBILITIES

3.01 Absence Planning

A classroom teacher shall be responsible for planning for the first day of absence.

3.02 Extra Curricular Activities

Teacher participation in extra curricular activities is recognized as voluntary, subject to provisions of the Education Act and Regulations.

3.03 Consultation In Hiring

At the discretion of the Director of Education or designate, Consultants, Programme Heads, Special Education teachers, Secondary Classroom teachers, may be directly involved in the selection process of new members of the teaching staff.

3.04 OECTA P.A. Day

There shall be one-half (1/2) of one approved P.A. Day to be organized by the Secondary Teachers. The purpose and content is to be submitted to and approved by the Board.

3.05 Part-Time Teacher Participation in P.A. Days

Part-time teachers shall be required to participate in and attend Professional Activity Days commensurate with the percentage of contractual time which they are deemed to hold.

3.06 Teacher Representation on Committees

The Secondary Teachers will be provided the opportunity to assign teacher representation on committees whose terms of reference have collective agreement implications.

ARTICLE 4 - WORKING CONDITIONS

4.01 Personnel Files

- A) The Board shall have the right to maintain Personnel files.
- B) A chart will be attached to the files containing the Teacher Reports. Each time a file is viewed by a Supervisory Officer, a Principal or the member of the Secondary Teachers the following will be recorded:
 - 1. Date
 - 2. Viewed by
 - 3. Purpose
- C) Only copies of the two (2) latest Teacher Reports will be retained in the schools. They will be kept in locked files with access limited through the Principal. All original copies will be filed in Human Resources Services.

4.02 Access to Personnel Files

Individual teachers have the right to review the contents of any and all files kept on them including those retained through electronic means and to obtain copies of anything therein in accordance with the Municipal Freedom of Information and Protection of Privacy Act 1989, S.O. 1989, Section Four, as amended. Requests for viewing contents of files shall be handled through the Human Resource Services Office. A request to view one's file shall be made a minimum of twenty-four (24) hours prior to actual viewing.

4.03 Written Reports

- A) All reports made upon the work of a teacher which could affect the continuance of a teacher's employment or the possible future promotion of the teacher shall be made in writing and placed within the teacher's file within ten (10) working days.
- B) A teacher may request in writing, through the Human Resource Service Officer the removal of a negative report in his/her file. It is understood that there may be a denial of any such request.

4.04 Performance Appraisal

- A) The performance appraisal of a teacher shall be conducted in accordance with the Education Act, Regulations and related Board policies and procedures.
- B) No member of the bargaining unit shall participate in the evaluation of another member.
- C) Upon receipt of the summative copy of the Performance Appraisal form the teacher may add comments to it, sign it (*with the express understanding that such signature is only an acknowledgement of having received a copy thereof*) and return it to the principal for placement in the teacher's file at the Board office. Any such comments are to be returned within six (6) working days.

- D) Voluntary activities shall not be evaluated within the context of the performance appraisal process.
- E) A teacher receiving an unsatisfactory Teacher Performance Appraisal will receive a letter authored by OECTA advising he/she to contact OECTA for direction/advice.
- F) Final evaluation of a teacher, upon termination of employment, shall be concluded prior to severance. No documents or other material shall be placed in the Personnel file containing the Teacher reports of such teachers after severance.

4.05 College of Teachers

If a teacher is the subject of an investigation by the College of Teachers, no action will be taken upon said teacher by the Board, without prior investigation by the Board.

4.06 Voluntary Positive Contributions

The teacher's individual file shall contain a record of outstanding work or voluntary positive contributions to the school system. Such services as participation on Board Committees, special projects, extra curricular activities, or professional participation in Affiliate/Unit matters shall be recorded and entered in the teacher file. The Secondary Teachers shall provide the Board with a record of such contributions to the school system annually following the Spring General Meeting of OECTA -Waterloo Unit.

4.07 Complaint Notification

A complaint received upon the work of a teacher, which will be investigated, shall be brought to the attention of the teacher as soon as possible but no later than fifteen (15) working days from the date of complaint. The teacher will be given the opportunity to explain or refute the basis of the complaint.

4.08 Health and Safety

- A) No teacher shall be discharged, penalized or disciplined for refusing to work as provided in the current *Occupational Health and Safety Act*. There shall be no loss of pay or benefits during the period of refusal.
- B) The OECTA Waterloo Unit shall appoint one (1) Secondary Teacher plus one (1) alternate to a joint Health and Safety Committee to carry out its mandate under the terms of the current *Occupational Health and Safety Act*.
- C) Health and Safety matters, including any mandated training, will be dealt with in accordance with/pursuant to the *Occupational Health and Safety Act*.

4.09 Seniority

- A) For the purpose of this agreement seniority shall start from the most recent date of hire which will be the effective date of a teacher's contract.

- B) The Board shall prepare a common seniority list of all Secondary teachers within its employ by November 30th of each year, to be effective October 31st of the same year, showing the name and date of hire. This list will be posted in each school.

Any teacher who believes their placement on the list is incorrect must contact the Human Resources Services Office within thirty (30) calendar days of receipt. Thereafter the list will be deemed correct for the next period.

- C) For the purpose of this list, teachers whose effective hiring date was before September 1, 1978, will show on the list as August 31, 1978.
- D) Teachers hired before September 1, 1978 will show on the list in alphabetical order. Teachers hired after 1978 will show in order of the redundancy calculations as outlined in 4.11.
- E) Commencing September 1985, the Board will recognize, for seniority purposes, the total of the teacher's experience in both the Board and its predecessors. From September 1985 on, the Board will recognize each year of experience as full seniority.

4.10 Redundancy

- A) Where the number of teaching staff is reduced, reduction shall be made in the following order:

1. Attrition
2. Reverse order of seniority as outlined in 4.10

- B) Where more than one (1) teacher has the same date of hire, redundant teachers shall be determined by the following conditions:

1. Reverse order of seniority determined by total teaching experience with this Board and its' predecessor Boards.
2. Reverse order of seniority determined by total teaching experience with any Ontario School Board.
3. QECO 5 effective September 1, 2001 in the following order:

A0, A1, A2, A3, A4

- C) Where more than one (1) teacher continues to have the same seniority, the redundant teacher(s) shall be determined by the following condition:

The Director of Education shall decide, on the basis of evaluations and assessments of teachers, and on the written recommendations of Principals of those teachers in these circumstances, which teachers are to be declared redundant.

- D) Where qualified teachers with qualifications in special subject areas are required, priority shall be given to those already on staff who are qualified or who can become qualified within fourteen (14) months of the end of the current school year. Where a teacher has indicated in writing he/she has made every effort to meet the necessary requirements, an extension may be granted at the discretion of the Board.
- E) Redundant positions will be determined on a system-wide basis.
- F) 1. On or before the March 31st, the Board shall notify the Secondary Teachers of the suspected number of potential redundancies for the ensuing year.
2. Teachers who may potentially be terminated because of redundancy shall be so notified, not later than May 1 preceding the September 1 on which the termination may become effective.
3. Teachers dismissed because of redundancy shall be so notified not later than May 31st preceding the September 1st on which the termination becomes effective.
4. In the event that potential redundancies for the ensuing year are indicated, present secondary teaching staff shall be placed in any openings for which they are qualified, prior to access/placement of teachers not currently covered by this collective agreement.
5. In the event that a teacher transfers from the elementary panel into the secondary panel, the teacher will have the seniority and contractual status in effect at the time of his/her transfer, applied to his/her placement on the seniority list referred to in 4.10 B.
6. All transfers between the secondary and elementary panels shall require the consent of the teacher, in writing, and compliance with all appropriate provisions in effect.
- G) Teachers on probation released due to redundancy shall receive a letter stating this as the reason for termination. The issuance of such a letter shall in no way limit the rights of the Board in regard to probationary teachers as provided in the laws and regulations pertaining to education in the Province of Ontario.
- H) Where a reduction is necessary in any of the following positions, and a responsibility allowance is paid under the terms of this collective agreement, length of continuous service in that position with the Board will be given first consideration: Programme Heads by subject across the system, Consultants.

4.11 Recall

- A) The Board will determine the position(s) available.
- B) The Board will determine the experience and qualifications required for position(s) available, taking into account Ministry regulations.
- C) The Board will recall teachers in reverse order in which they were declared redundant.
- D) The right to recall shall terminate twenty-four (24) consecutive months from August 31st of the contractual year in which the teacher is declared redundant.
- E) All teachers terminated for reason of redundancy will be placed on the Recall List.

- F) Teachers maintained on the recall list shall not be on contract but shall be given priority whenever possible for the next twenty-four (24) consecutive months to fill Occasional teacher positions as they become available without forfeiting their right to recall as set out in 4.12 (D) above.
- G) Teachers recalled will continue the seniority and sick leave credits they had prior to interruption of service.
- H) The following steps shall be used in recalling teachers:
1. The Human Resource Services Office shall notify the teacher of an available position by telephone, confirmed by Registered Mail or registered by courier. The notification will be sent to the last address which the teacher registered with the Board.
 2. It is the teacher's responsibility to keep the Board informed, in writing, of a change of address and telephone number within ten (10) calendar days of relocation.
 3. The teacher shall within ten (10) calendar days after the date of the registered letter [4.12 H (1)] advise, in writing, the Human Resource Services Office of his/her intention to return at the required time, failing which, his/her rights to recall are null and void.
 4. Where two or more teachers have equal rights to recall to a specific position, the Board, after consultation with the Principal of the school, who has interviewed the teachers involved, will determine the teacher to be recalled.
 5. Where a teacher is recalled, it will be to an available position, equivalent to the teacher's previous employment status*. (*employment status shall mean full-time or part-time)
 6. If a teacher refuses a position of equivalent employment status*, recall rights will be forfeited. (*employment status shall mean full-time or part-time)
 7. A teacher who signs a contract with another School Board shall forfeit recall rights.

4.12 Staffing

The Board shall ensure that the average size of its Secondary School classes, in the aggregate does not exceed 22 pupils. The Board shall determine the average size of its classes, in the aggregate, as of October 31st each year and the determination shall be made in accordance with the Education Act and the Regulations made there under, which may be amended from time to time.

4.13 Salary of New Positions

When the Board creates a new position, a job description of the new position shall be presented to the Negotiating Teams of the Board and the Secondary Teachers. The salary and/or allowance will be negotiated and a recommendation presented to the Secondary Teachers and Board. Upon ratification by both parties the salary and/or allowance shall become part of this agreement.

4.14 Transfers

- A) Teacher transfers shall occur in accordance with the Transfer and Posting Procedures developed jointly between the Board and Secondary Teachers.

For the purpose of this Agreement, there shall be two (2) types of transfers as follows:

1. Transfer Via Required Placement

- a) Teachers who, due to changes in school enrollment, are surplus in their present school.
- b) Teachers holding Board-wide position(s) who are returning to a specific school teaching position.
- c) Teachers having completed six or more continuous years of experience in one school (including up to one year leave) and seeking a teaching position in another school.
- d) Under extenuating circumstances, other teachers as approved or designated by the appropriate Supervisory Officer.

Note: Any teacher who has participated in the required placement process and has not been accommodated will be given the opportunity to discuss the reasons with the appropriate supervisory officer. The reasons will be given in writing, where requested in writing, by the teacher.

2. Transfers Via Posting

- a) Any teacher with two or more continuous years of experience in present school and/or position (including up to one year leave) at the date of posting.
 - b) Where specialized qualifications are required (e.g. Special Education) an individual must have the qualifications at the time of application.
- B) An annual review of the Procedures will take place prior to their issuance to all Teachers. Through the Human Resource Services Office and/or designate, representatives of the Secondary Teachers will be provided with an opportunity for input and any revision will be made by mutual agreement.
- C) A teacher who has initiated a transfer request that has not been accommodated (in 4.14) will be given the opportunity to discuss the reasons for this with his/her Superintendent. The reasons will be given in writing where requested by the teacher.
- D) The transfer procedures will not be changed or modified for the duration of the transfer process except by mutual agreement.
- E) The Human Resource Services Office or designate will notify in writing a teacher who will be transferred to a school in a different community within the system in the next school year as soon as the decision to transfer is made, but no later than June 1, 2003 for the current year and May 15, 2004 for the following year.

- F) The Board, operating within the provisions of the Education Act and Regulations, may administratively transfer or re-assign a teacher at any time for extenuating circumstances. Such transfers or re-assignments shall be communicated to the Unit President as soon as possible after the decision has been made.

4.15 Posting

- A) The present teaching staff should be given prior consideration when the staffing for the opening of school in September takes place.
- B) 1. The Board will post new positions and positions of responsibility that are vacant during the life of the collective agreement.
2. All postings will include the qualifications necessary for the positions.
3. Unsuccessful applicants may apply to the Human Resource Services Office or appropriate Supervisory Officer for an interview.
4. The Board will endeavour to ensure that all postings are placed in schools prior to any public advertising. During the school vacation periods, postings will be displayed at the Central Board Office and copies of such postings will be sent to the OECTA Secondary CEO.
5. The postings incorporated in this article are in addition to those postings covered in Article 4:14, Transfer.
- C) The Board will send notifications to all Principals for the purpose of informing them of the names of the part-time teachers who are seeking full-time positions.
1. The notification will include:
a) the name of the teacher
b) the qualifications of the teacher
c) the area of interest
d) other relevant data
2. The Board will require interested teachers to apply in writing in September of each school year. The list of interested teachers will be forwarded to the Principals:
a) in August for the Semester I hirings
b) in November for the Semester II hirings
c) in May for the September hirings completed by June 30th

4.16 Instructional Teaching Schedule

- A) The timetabled schedule for 2002-04 for full-time classroom teachers shall be 6.67 eligible program workload as defined in the *Education Act* and regulations made there under.

This shall be comprised as follows:

- (i) Six (6) credit bearing and/or credit-equivalent courses, plus;
(ii) 0.67 equivalent program of 0.17 of a period of TAG, remedial, supervision and on-calls, or program of special duties, subject to the limitations in B. The assignment of equivalent program shall not exceed 0.42 of the aggregate system workload.

Classroom teachers shall be assigned a maximum of three (3) credit bearing and/or credit equivalent courses per semester.

Note: Notwithstanding 4.16A, i) and ii) guidance, special education, ESL, and co-op teachers assigned exclusively to those areas may be assigned an unstructured timetable during the instructional day.

- B) Teachers may be assigned a maximum of 1400 minutes of supervision per school year. A teacher may be assigned a maximum of twenty-seven (27) half periods of on-call per school year. Teachers may be assigned a maximum of three (3) half periods of on-call per week. Classroom teachers without TAG period will be assigned an equivalent amount of additional supervision and/or remedial assignment. Upon finalization of a teacher's timetable, a teacher may elect in writing to the principal to perform full period on-calls. It is understood that the default for on-call coverage is half periods. On call coverage shall be limited notwithstanding emergencies to the following:
- Personal leave days
 - Educational and extra curricular excursions
 - Short term compassionate leaves
- C) Programme Heads will have the same timetable assignments as full time classroom teachers. Programme heads who teach on a part-time basis will receive a prorated amount of TAG, supervision and on-call time.
- D) Supervision schedules will be assigned such that each teacher will have ½ of the assigned lunch period free of duties.

4.17 Programme Heads

- A) Secondary Schools will have twelve (12) positions of additional responsibility titled Programme Heads as follows:
1. Arts
 2. Language and Communication
 3. Student Services/Special Education
 4. Student Services/Guidance
 5. Religion and Family Life
 6. Business and Co-op
 7. Physical Education and Student Athletic Director
 8. History and Geography
 9. Science
 10. Math
 11. Technology
 12. School Improvement Programs
- B) In addition, Secondary schools will have Assistant Programme Heads in programme areas as delineated in 4.18 A) with the equivalent of eighty (80) full credit sections or more.

Assignments will be determined on an annual basis according to the staffing allocations, approved by the Superintendent of Secondary Schools, on or before April 30th of each school year.

These assignments take effect September 1st of each school year. Assistant Programme Heads will be appointed, where applicable, from within the existing staff of each location.

An Assistant Programme Head shall assist the Program Head as assigned by the Principal.

- C) The Principal shall ensure that each teacher is responsible to at least one Programme Head.

4.18 Restricted Procedures

- A) No teacher shall be required to carry out any of the following procedures:
- lifting and positioning
 - assistance with mobility
 - feeding
 - toileting
 - injecting of any substance

However, a teacher shall provide help and/or seek assistance for a student in an emergency.

- B) The Board shall, through existing or supplementary insurance coverage, insure teachers against claims arising from the administration of medication in emergency/non emergency situations.

4.19 Assault

For a series of complex reasons, violence is being frequently resorted to in society. In the educational setting, teachers are sometimes the target of assault by students and others.

- A) The Board and the Secondary Teachers recognize that every teacher has the right to security of person in the workplace.
- B) Under the Criminal Code of Canada, an assault occurs not just when someone intentionally applies force to another person without that person's consent, but also when a person attempts or threatens to apply force.
- C) Where the teacher believes that an assault has taken place, the following actions shall be taken:
1. The assailant is to be removed from the presence of the teacher as soon as possible.
 2. The teacher is to receive immediate medical attention when warranted and medical verification of the injuries from a qualified medical practitioner (*Physician*).

3. The teacher, or a colleague, informs the Principal or designate who, in turn, informs the appropriate Supervisory Officer of the alleged assault, and requests that the Board's legal counsel be advised.
 4. The Principal or designate, with the possible assistance of the police, immediately establishes the details of the alleged assault and identifies witnesses, if any.
 5. Where the alleged assailant is a student in the school, the Principal immediately reassigns the student out of the class of the assaulted teacher and, where appropriate and possible, considers the permanency of the reassignment.
 6. Where the investigation establishes that an assault has taken place and that the assailant is a student in the school, the Principal shall ascertain whether the student should be suspended pursuant to Section 22 of the Education Act. Where appropriate and possible, the student will not be assigned to the assaulted teacher's class for the following semester.
 7. Where an investigation establishes that the assailant is a person other than a student in the school, the Principal or designate calls the police to investigate.
 8. The Principal or designate makes a written account of the events, times and witnesses and furnishes the teacher with a copy of this account and any other reports pertaining to the assault.
 9. The teacher, or if necessary, a colleague or the Principal, informs the Secondary Teachers staff representative and the Unit President of the assault.
 10. Where necessary, the teacher receives time off from all duties to a maximum of sixty (60) calendar days, without loss of pay, service credits, or sick leave credits. Where time off beyond sixty (60) calendar days is required, the teacher's accumulated sick leave credit will be used.
- D) The Teachers and the Board agree that a safe and secure educational environment is a shared responsibility, requiring mutual understanding and cooperation. Therefore, both parties agree that personal security of staff must be recognized in determining appropriate supervisory responsibilities.

4.20 Teacher Absence

In the event of the absence of a teacher for two or more instructional periods in a day, a daily Occasional teacher shall be utilized when necessary in order to assume all regular responsibilities and assignments.

4.21 Teacher in Charge

- A) The parties recognize that from time to time school administrators (*Principals and Vice Principals*) may be absent from their duties. To accommodate these situations, a teacher may be designated a "*Teacher in Charge*" at a school, only when all administrators are absent from the school.

- B) 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.
- C) Such assignments shall not exceed (30) thirty school days in total per school year, except with mutual agreement of the Board and the Secondary Teachers.
- D) The Board shall replace any teacher designated as a “*Teacher in Charge*” with an occasional teacher for absences greater than one day.
- E) All staff will be eligible for this position. The principal shall make a recommendation in this regard to the appropriate Supervisory Officer. There is no intent to have an individual transfer from one school to another for such a position.

4.22 Acting Administrator

- A) The board may assign to a Teacher the duties of acting administrator (*principal/vice-principal*) for a temporary period of time not to exceed 60 consecutive school days.
- B) Any extension of this period shall only be with the mutual agreement of the Board and the Secondary Teachers.
- C) Acting administrators shall be selected, where possible, from the existing leadership pool and/or have appropriate qualifications.
- D) Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- E) All other provisions of this agreement shall apply to the teacher during such a period of temporary assignment.
- F) Any teacher assigned such duties shall not participate in the evaluation of another member of the Secondary Teachers.
- G) The board agrees to replace any teacher who accepts an Acting Administrator position for a temporary period as described in article 4.24 A and 4.24 B above with an occasional teacher.
- H) Acting Administrator shall be compensated at the per diem rate for such a position.
- I) In the event of the opening of a new school, an Acting Administrator may be appointed for a period of up to five (5) months. Any extension of this period shall be made only with the approval of the Board and OECTA.

4.23 Job Security

Teachers employed as of September 1, 1998, shall be retained on staff for the duration of the collective agreement unless terminated for reasons defined in the Education Act.

4.24 Part-Time Teachers

Unless agreed to by the Board, OECTA and the Teacher, no schedule for a part-time teacher will include a break of more than 1 period. Part-time teachers shall be assigned TAG.

ARTICLE 5 - LEAVES OF ABSENCE

5.01 Long Term Leave

Leaves without pay for very good reason may be granted at the discretion of the Board to a maximum of one (1) year at a time without loss of previous service credit.

- A) Except for statutory leaves a teacher must have completed two (2) years of employment with the Board at the time of the request. Such application shall be made prior to March 31 of the previous year.
- B) A teacher while on such leave who wishes to request an extension of said leave must make such application in writing on or before February 15th, of the school year in which the leave is taken. Should no request for extension be made to the Superintendent of Human Resource Services in writing on or before February 15th, it is understood and expected that the teacher shall return to an assigned position on the first working day following the leave period.

5.02 Short Term Compassionate

Short-term Compassionate Leave of up to three (3) days per school year, for very good reason may be granted at the discretion of the Human Resource Services Office with or without loss of pay, service credit and/or sick leave credits.

5.03 Bereavement

Bereavement Leave shall be granted under the following terms and conditions:

- A) In the event of the death of an employee's spouse, child, step-child, ward, brother, sister, or parent, leave will be granted without loss of pay or service credit for up to five (5) working days within an eight (8) calendar day period beginning with the date of death.
- B) In the event of death of an employee's mother-in-law, father-in-law, fiancé/fiancée, grandchildren, or grandparents, leave will be granted without loss of pay or service credit for three (3) working days within an eight (8) calendar day period beginning with the date of death.

5.04 Funerals

At the discretion of Human Resource Services Office, one (1) day will be granted for the purpose of attending a funeral.

5.05 Emergency

Emergency leave of up to one-half (1/2) day requires the approval of the Principal or designate.

5.06 Parental

- A) Pregnancy/Parental Leave shall be granted in accordance with the current Employment Standards Act, R.S.O. 1980, Chapter 137, as amended.

- B) The Board shall allow a teacher on Pregnancy or Parental Leave to continue to participate in all benefit plans provided that the teacher pays the employee's contributions to the Plans for the period of the leave. If the teacher does not do so, he/she must provide the Board with a written notice that she/he elects not to participate in the benefit plans. The onus is on the teacher to ensure continued participation in the benefit plans as set out above.

If a request for an extension of the leave is granted, the teacher assumes full responsibility for the cost of such benefits for the extended period of time. The onus is on the teacher to request, in writing, the benefits to continue for the period of the approved extension of the leave.

5.07 Adoption

For Adoption Leave the employee shall have the option of Plan A or Plan B.

- A) Plan A - A teacher shall be granted special leave without loss of pay up to a maximum of one (1) day for needs directly related to the legal adoption of a child.
- B) Plan B - Where a teacher officially adopts a child, leave of absence may be granted under the same terms and conditions as outlined for Pregnancy/ Parenting Leave except for proof of pregnancy. The teacher shall notify the Board when initial approval of the adoption application is received from the adoption agency.

5.08 Paternal

A male teacher shall be granted up to a maximum of one (1) day for needs directly related to the birth of his child without loss of pay or service credit. Additional time, if required, may be requested as per Article 5.02.

5.09 Educational

Educational Leave may be granted without loss of pay or service credits for attendance at approved professional conferences and seminars at the discretion of the Human Resource Services Office.

5.10 Education Leave Payments

Where the Board initiates the request for Educational Leave, the Board shall pay one hundred percent (100%) of approved costs.

5.11 Long Term Educational

Long-term Educational Leave may be granted at the discretion of the Board, upon request by a teacher not on probation, provided that said leave commences on the first day of a new school term, normally September 1st, without loss of previous service credit.

5.12 University Graduation

One (1) day without loss of pay or service credit will be granted for the purpose of attending a university graduation for self, spouse or child.

5.13 University Examination

- A) One (1) day without loss of pay or service credit will be granted for the purpose of taking a final university exam during the regular teaching day.
- B) One half (1/2) day will be granted if the examination is written on a school day but outside the regular teaching hours.
- C) The onus is on the teacher to submit proof, satisfactory to the Board, that the university exam is a final one and the time at which it is written.

5.14 Jury Duty/Court Appearance

- A) Time will be allowed for Jury Duty or Subpoenaed Witness Service without loss of pay or service credit. As full pay will be issued by the Board, any remuneration received for Jury or Witness Service will be turned over to the Board minus the value, supported by receipts, of any extra expenses caused by such service.
- B) A teacher facing court appearances will be given the time to plead the case with no loss of service credit. At the discretion of the Director or designate, the teacher may be required to reimburse the Board for the cost of a replacement teacher.

5.15 Illness

- A) Sick leave with full pay will be granted to a maximum of twenty (20) days for the current school year plus any unused accumulated Sick Leave.
- B) One hundred percent of unused sick leave per year shall be carried forward and accumulated up to a maximum of 240 sick days.
- C) The Board has the right to request certification of illness by a Physician.
- D) Unused sick leave credits with this Board are cancelled on termination of employment except as outlined in this agreement.
- E) Effective September 1, 1991, when a teacher becomes an employee of this Board, the Board shall then recognize one hundred percent (100%) of the accumulated sick leave credit recognized by the teacher's previous Board to a total of two hundred and twenty (220) days. This clause is not retroactive.
- F) After the statutory sick leave of twenty (20) days has been used in any school year, each eligible employee shall receive pay under this plan for absence caused by sickness, quarantine, physical and/or mental disability up to the amount of his or her accumulated sick leave.

- G) A statement of annual salary, years of recognized teaching experience, responsibility allowance (if any), and accumulative sick leave credit will be sent to each teacher no later than October 31st. Any discrepancy must be reported in writing within thirty (30) consecutive calendar days; otherwise the statement will be deemed to be correct.

5.16 Sabbatical

The Board agrees to provide its teaching staff with the opportunity to improve its competency in areas deemed to be needs of the School System through a Sabbatical Leave Plan as outlined in Appendix 'B'.

5.17 Official Representative

Where a teacher is an Appointed or Elected Member of a Standing Committee or Commission of a Municipal Council or a Library Board, or Conservation Authority of the Region of Waterloo, he/she may be granted, at the discretion of the Director of Education, with or without loss of pay or service credits, leave for the purpose of attending meetings or conferences directly related to her/his election/appointment when she/he has been duly authorized by the governing body as an Official Representative. The leave so granted shall not exceed three (3) days in a school year.

5.18 OECTA Release Time

- A) The President of the OECTA - Waterloo Unit shall be released up to full-time from assigned duties in order to perform the functions of the position of President.
- B) 1. The Chief Executive Officer of the alternate Bargaining Unit from that which the President is elected, will be released up to half time from assigned duties in order to perform the functions of the elected office.
2. Where the President of the Unit is elected from the Secondary Bargaining Unit, the Chief Executive Officer of the Secondary Bargaining Unit shall be released up to a maximum of twenty (20) days from assigned duties in order to perform the functions of that position.
- C) Requests for releyase time for additional members of the Secondary Teachers shall be submitted in writing to the Director of Education or designate for approval.
- D) 1. The request for regular release time for the President of OECTA - Waterloo Unit must be submitted to the Board for approval by June 15th of each school year.
2. It is understood by all parties that where release time is less than full-time, consultation between the teacher and the immediate Supervisor will establish a satisfactory procedure for actual release time.
- E) Those teachers released per a) to d) above will be paid a regular salary without loss of service credits, according to the Agreement in effect between the Board and Secondary Teachers.
- F) The Board will be reimbursed by the Association for salary and benefit costs (if any) paid to or on behalf of the President.

G) The Board will be reimbursed by the Secondary Teachers for the cost of daily occasional teachers required to provide for release time for members fulfilling Association duties and responsibilities.

H) Association Representatives

1. The Board recognizes the appointment or election by the Teachers of one or more Association representative(s) at each school or worksite.
2. The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other relevant information.
3. The teachers at a school or worksite may request the use of a room to conduct Association business. This request must not interfere with the instructional program or community use and shall have the approval of the immediate supervisor.
4. The Teachers shall have access to the use of the internal courier service and printing/copying of e-mail and faxes.
5. If the immediate supervisor or Supervisory Officer requests a meeting with a teacher, the immediate supervisor or Supervisory Officer shall inform the teacher in advance so that they may choose to have Association representation at that meeting.
6. Such meeting(s) will be held at a time that is mutually convenient to the parties included in the meeting.

I) In the event that the President is unable to perform his/her duties for a period of more than twenty (20) consecutive school days due to injury or illness, and makes application and qualifies for LTD benefits, the Unit may appoint another teacher as Interim President until the President is able to return to his/her duties as President.

J) The Board shall grant a leave to the teacher named by the Association as Interim President during the period of the appointment noted above.

5.19 Deferred Salary Leave

The Board will grant a leave of absence of one (1) year to teachers on the basis of spreading three (3) years salary over four (4), four (4) years salary over five (5) years, or five (5) years salary over six (6) years as outlined in the Deferred Salary Leave Plan. Refer to Appendix "A".

5.20 Personal Leave Days

A teacher will have access to up to two (2) days per school year. These days will be charged against sick leave. They are non-cumulative. Except in cases of emergency, these days will be scheduled with the approval of the immediate supervisor. Part-time teachers will have access to a pro-rated amount of time.

Personal leave days cannot be scheduled on the school days before or after a break (*March, Christmas and Summer*) or before or after a statutory holiday. Requests to be absent should not conflict with the week prior to secondary school exams, school wide evaluations, on Parent/Student/Teacher Interview dates, professional activity days or with the start-up/end of a semester.

ARTICLE 6 - TEACHER BENEFITS

6.01 Employer Health Tax

The Board will pay the premium for Health coverage as required under the requirements of the Employer Health Tax Act, S.O. 1989, Chapter 76.

6.02 Extended Health Coverage

The Board agrees to contribute 90 % towards the premium of the Extended Health Care Plan, for all eligible employees who request to participate in the Plan.

6.03 Life Insurance

The Board agrees to pay one hundred percent (100%) of the premium to provide \$50,000 of Group Life Insurance coverage and a Dismemberment Insurance Plan, approved by the Board for each eligible Teacher as a condition of employment.

Dental Plan

- A) The Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan.
- B) Effective October 1, 2003, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$500.00 for active employees, adults and children.
- C) Effective October 1, 2003, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$500.00 for active employees, adults and children.

6.05 Mandatory Participation

- A) Effective September 1, 1981, every eligible new teacher must participate as a condition of employment in the Extended Health and Dental Plans as outlined in Article 6.
- B) Effective September 1, 1991, every new teacher who is a member of the Secondary Teachers must participate in the Long-Term Disability Insurance Plan approved by the OECTA - Waterloo Unit in consultation with the Board. For teachers covered under Article 8, participation is optional.

6.06 Employment Insurance Discount Return

Part or all of the increased contributions towards the above Employer Health Tax, Extended Health, Dental Benefits, and Life Insurance Benefits will be covered by the E.I. discount return.

6.07 Canada Savings Bonds Payroll Savings Program

The Board shall make Canada Savings Bonds Payroll Savings Program available for purchase through the Board approved payroll deduction plan.

6.08 Ontario Teacher's Pension Act

The Board administers the collection of the teacher's share of the premiums as required by the Government sponsored Ontario Teachers' Pension Act (1989) as amended.

6.09 Part-Time Teacher Coverage

Teachers under formal contract to this Board, shall be eligible to participate in Board Benefit Plans. Where there is a cost involved, the Board shall contribute an amount towards benefits calculated by multiplying the percentage of time worked by the amount of Board participation for full-time teachers.

6.10 Extended Participation in Plan(s)

- A) Dental, Life and Extended Health Care Insurance coverage will be continued until the end of the month that a Teacher ceases employment with the Board.
- B) The Board shall continue to pay its share of the premiums for Dental, Life and Extended Health Care Insurance as identified in Articles 6.02 -6.04 for a period of two (2) years on behalf of a Teacher on Long Term Disability.
- C) The Board shall allow a teacher on Long-Term Disability to continue participation in all benefit plans. The teacher must assume full responsibility for the cost of such benefits while on Long-Term Disability. The onus is on the teacher to request the benefits to continue for this period of time.

6.11 Redundant Teacher Participation

For those teachers declared redundant, benefit coverage referred to in Article 6.10, may be continued by the teacher beyond the end of the month employed up to a maximum of twenty-four (24) months or the date of resignation, whichever comes first, by paying in advance the full premium cost for the coverage. These payments may be made in quarterly installments with eight (8) postdated cheques. Otherwise these payments can be paid in full in advance for the twenty-four (24) months.

6.12 Pension Benefits

The Board shall allow a teacher on pension with the Ontario Teachers' Pension Plan, and/or spouse, and dependent children of a deceased teacher, to continue participation in all Board Benefit Plans, with the exception of Orthodontics and Restorative, providing the Teacher, spouse or dependent children pay(s) the full amount in a manner approved by the Human Resource Services Office. Participation is subject to the conditions of the Plans and the requirements of the carrier(s) at the effective date(s).

6.13 Benefits Review

- A) The Board reserves the right to tender employee benefits at any time providing the level of benefits are not decreased.
- B) There shall be a joint committee established to review all benefit plans and make recommendations for improvements. Such recommendations will be approved by both parties.

6.14 Payroll Deductions

- A) It is understood that the Board will make available, for the life of the contract, payroll deductions for one hundred percent (100%) employee paid deductions for the following areas (*when feasible by the carrier*):

1. Teacher Optional Life Insurance
2. Teacher Dependent Life Insurance
3. Long Term Disability Insurance
4. United Way

subject to the conditions as listed in Board Minutes of October 27, 1980. The monies so deducted will be remitted by the Board to Ontario Teachers Insurance Plan (OTIP) as per the January 1981 Agreement between the Board and OTIP or to such other carrier as may lawfully be authorized by the Secondary Teachers.

- B) It is understood that the Board will make available, for the life of contract, payroll deductions for one hundred percent (100%) employee paid deduction for Group Registered Retirement Savings Plan contributions subject to the conditions as listed in Board minutes of May 23, 1992. The monies so deducted will be remitted by the Board to the approved carrier as per the March 1992 Agreement between the Board and the approved carrier or to such other carrier as may lawfully be authorized to do so upon consultation with the Secondary Teachers.

6.15 Deductions for College of Teachers

College of Teacher dues will be deducted over 2 pay periods in January annually.

ARTICLE 7 - REMUNERATION

7.01 Salary Schedule

Payment shall be calculated and paid in 26 bi-weekly instalments beginning no later than the second Thursday of September.

Levy Authorization

- A) 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 the Association. The Association shall advise the Board, in writing, of the amount of the 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 the Ontario English Catholic Teachers Association by the fifteenth (15th) of the month following the deduction and thereafter monthly.
- B) Upon request from OECTA - Waterloo Unit the Board will deduct one levy per year from those teachers paying Association Dues referred to in 7.02 (a). The monies will be remitted to the OECTA - Waterloo Unit within sixty (60) days of the request.

7.03 Beginning of Year For Salary Purposes

For the purpose of determining and calculating experience, increments and qualifications, September 1st will be recognized as the beginning of the teaching year.

7.04 QECO Grid Placement

A teacher's placement on the salary grid will be determined through usage of the Qualifications Evaluation Council of Ontario Programme Five (5).

7.05 Qualifications Adjustments

Onus of proof of a teacher's placement on the schedule rests with the teacher. Such proof must be documented.

- A) A teacher presenting an Evaluation Statement from QECO by January 15, based on courses taken prior to September 1, shall have his/her salary adjustment, if any, made retroactive to September 1 of that same school year.
- B) A teacher presenting an Evaluation Statement from QECO by April 30 for courses completed prior to December 31st of the previous year shall have his/her salary adjustment, if any, made retroactive to January 1 of the year of submission.
- C) No adjustment will be made until the teacher has submitted proof of completion date of the final course taken.
- D) No salary adjustments relative to QECO placement will be considered after April 30th for that school year during the term of this agreement.

- E) All submissions/correspondence in regards to this clause will be through the Human Resource Services Office.

7.06 Submission of Qualifications Documents

The Secondary Teachers recognize the right of the Board to require the submission of all documents by the teacher which form the basis upon which the Qualifications Evaluation Council of Ontario granted the QECO Statement of Evaluation. In such cases where the basis is not clear, it's the Board's prerogative to place a teacher on the salary grid according to the Director of Education or designates interpretation of QECO Programme 5. If said teacher disagrees with such placement, it is then his/her right to pursue a resolution of this difference of interpretation through the regular Grievance Procedure.

7.07 Previous Teaching Experience

Effective September 1, 1977, all previous teaching experience will be recognized for teachers up to a category maximum in Levels A0, A1, A2, A3 and A4. However, only that experience earned while holding an Ontario Teaching Certificate (*or Foreign equivalent*) will be recognized. This clause is not retroactive.

Effective September 1, 2000, continuing education teaching experience involving the delivery of secondary credits will be recognized for placement on the salary grid. No more than 1 year of experience will be granted in a year.

7.08 Part Time Experience

- A) Part year experience earned up to June 1973, will be recognized with a fifty percent (50%) increment provided the teacher has taught five (5) or more months in a school year.
- B) Part year experience earned during the 1973-74 school year and subsequent years will be recognized with a ten percent (10%) increment for each complete calendar month of service effective the following September.
- C) Part year experience earned during the 1985-86 school year and subsequent years will be recognized with a ten percent (10%) increment for each nineteen (19) teaching days of service effective the following September.

7.09 Pro-Rated Part Time Salary and Assignment

Part-time teachers shall be paid in accordance with all terms of this agreement except that they shall receive a percentage of salary equal to the percentage of the time worked.

SECONDARY CLASSROOM TEACHER FTE CHART 2002-04	
Total Instructional Sections	Total % Contract FTE
0.25	.042
0.50	.083
1.00	.167
1.25	.208
1.50	.250
2.00	.333
2.25	.375
2.50	.417
3.00	.500
3.25	.542
3.50	.583
4.00	.667
4.25	.708
4.50	.750
5.00	.833
5.25	.875
5.50	.917
6.00	1.00

Allowances

	Sept 1/02	Feb 1/03	Sept 1/03	Feb 1/04
Program Heads	\$4,919	\$4,969	\$5,056	\$5,119
Resource Teachers	\$4,919	\$4,969	\$5,056	\$5,119
Consultants				
Step 1	\$4,760	\$4,808	\$4,892	\$4,953
Step 2	\$5,098	\$5,149	\$5,239	\$5,305
Step 3	\$5,436	\$5,490	\$5,586	\$5,656
Step 4	\$5,773	\$5,831	\$5,933	\$6,007
System Co-ordinator				
Program Services				
Student Services				
Step 1	\$6,468	\$6,532	\$6,647	\$6,730
Step 2	\$7,653	\$7,730	\$7,865	\$7,963
Step 3	\$8,747	\$8,834	\$8,989	\$9,101
Step 4	\$9,840	\$9,938	\$10,112	\$10,239
Teachers in Charge (per period rate)	\$45.90	\$46.36	\$47.17	\$47.76

7.11 Restriction

Only one (1) allowance (*covered under 7.10*) will be added to the basic salary scale for the category in which the teacher is qualified.

7.12 Recognition of Related Experience

Note: Related experience shall not entitle a teacher to pierce the maximum of any salary category.

- A) 1. Effective the date of ratification, teachers shall be paid an allowance for experience in *trade* settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the salary grid on the basis on one year of teaching experience for each year of related and approved experience.
- 2. Effective the date of ratification, teachers shall be paid an allowance for experience in *professional* settings acceptable to the Superintendent of Human resource Services. These teachers shall be credited for placement on the salary grid on the basis of five months of teaching experience for each year of related and approved experience, to a maximum of six years.
- B) Related experience for calculation purposes means years beyond the number required to enter an Ontario Faculty of Education.

C) The onus shall be on the Teacher to provide verification of the type and length of related experience.

7.13 Home Instruction

Home Instruction Teachers shall receive a per hour of instruction rate (see chart below).

A) Definition

“Home Instruction Teacher” means a teacher employed to teach an individual student, who because of circumstances, is unable to attend his/her scheduled classes during the regular school day. Such employment shall take place outside of the teacher’s instructional day.

B) The Assignment of Home Instruction

Upon notification of a need for Home Instruction, the order of offer of the assignment shall be:

1. The teacher(s) currently assigned to the student’s timetable.
2. Other qualified teachers within the school.
3. Other qualified teachers within the Bargaining Unit.
4. Other certified teachers within the Bargaining Unit.

	SEPT 1/02	FEB 1/03	SEPT 1/03	FEB 1/04
Home Instructors per hour	\$28.97	\$29.26	\$29.77	\$30.14

7.14 Association Fees

Effective April 1, 1998 the board shall deduct from the pay of each teacher who is within the scope of this agreement, 26 equal instalments for the fees established by the association. The Association shall advise the Board in writing of the amount of the 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 the Ontario English Catholic Teachers Association by the 15th of the month following the deduction, and thereafter, monthly.

7.15 Salary Schedule

SEPTEMBER 1, 2002 TO JANUARY 31, 2003					
STEP	A0	A1	A2	A3	A4
0	30,696	32,299	34,247	37,186	39,471
1	32,958	34,683	36,802	40,065	42,626
2	35,222	37,066	39,357	42,943	45,782
3	37,485	39,450	41,911	45,821	48,937
4	39,747	41,832	44,466	48,700	52,091
5	42,011	44,216	47,021	51,578	55,246
6	44,274	46,599	49,576	54,457	58,401
7	46,536	48,982	52,131	57,335	61,557
8	48,800	51,365	54,685	60,214	64,712
9	51,062	53,749	57,240	63,092	67,867
10	53,326	56,132	59,795	65,971	71,022

FEBRUARY 1, 2003 TO AUGUST 31, 2003					
STEP	A0	A1	A2	A3	A4
0	\$31,003	32,622	34,589	37,558	39,866
1	\$33,288	35,030	37,170	40,465	43,052
2	\$35,574	37,436	39,750	43,372	46,239
3	\$37,860	39,844	42,330	46,280	49,426
4	\$40,145	42,251	44,911	49,187	52,612
5	\$42,431	44,658	47,491	52,094	55,799
6	\$44,717	47,065	50,072	55,001	58,985
7	\$47,002	49,472	52,652	57,909	62,173
8	\$49,288	51,879	55,232	60,816	65,359
9	\$51,573	54,286	57,813	63,723	68,545
10	\$53,859	56,693	60,393	66,630	71,732

SEPTEMBER 1, 2003 TO JANUARY 31, 2004					
STEP	A0	A1	A2	A3	A4
0	31,545	33,193	35,194	38,215	40,563
1	33,870	35,643	37,820	41,173	43,805
2	36,196	38,092	40,446	44,131	47,049
3	38,522	40,541	43,071	47,090	50,291
4	40,847	42,990	45,696	50,048	53,533
5	43,173	45,440	48,322	53,006	56,775
6	45,499	47,888	50,948	55,964	60,017
7	47,824	50,338	53,574	58,922	63,261
8	50,150	52,787	56,199	61,880	66,503
9	52,475	55,236	58,824	64,838	69,745
10	54,801	57,685	61,450	67,796	72,987

FEBRUARY 1, 2004 TO AUGUST 31, 2004					
STEP	A0	A1	A2	A3	A4
0	31,940	33,608	35,634	38,693	41,070
1	34,294	36,088	38,293	41,688	44,353
2	36,649	38,568	40,951	44,683	47,637
3	39,004	41,048	43,609	47,678	50,919
4	41,358	43,527	46,268	50,673	54,202
5	43,713	46,008	48,926	53,668	57,485
6	46,068	48,487	51,585	56,663	60,768
7	48,422	50,967	54,244	59,658	64,051
8	50,777	53,447	56,901	62,654	67,334
9	53,131	55,927	59,560	65,649	70,617
10	55,486	58,406	62,218	68,644	73,899

ARTICLE 8 - CONTINUING EDUCATION

Definition

- A) "Continuing Education Teacher" means a teacher employed to teach a continuing education course or class in which a pupil may earn a credit or participate in a non-credit summer school course in accordance with Regulation 285.
- B) Continuing Education course or class shall mean a course or class as described in Section 1 and 2 of Ontario Regulation 285.

8.02 Applicability

The provisions set out in Articles 6 (*except 6:10 B and C,*) and 8 shall constitute the entire agreement of the parties on the terms and Conditions of employment for Continuing Education Teachers as defined in Clause 8.01. Benefits are subject to eligibility requirements of the Board's insurance carriers.

8.03 Recognition

- A) A Continuing Education Teacher shall be employed on a letter of employment, in writing, in the form of the Continuing Education Teacher's contract prescribed by the regulations.
- B) A Continuing Education Teacher's contract shall be signed by the parties and sealed with the seal of the Board within thirty (30) days of the first day for which a Continuing Education Teacher is eligible to receive remuneration.
- C) Qualified members of this Bargaining Unit who have expressed an interest in teaching a Continuing Education course shall be give due consideration.
- D) A teacher who is employed by the Board as a Continuing Education Teacher may be employed by another Board as a full-time or part-time teacher.
- E) The Board may assign a teacher employed on a permanent or probationary contract to duties within continuing education. The Board and the teacher must mutually consent to such placement. Notwithstanding Article 8, such teacher may be employed under the teacher's contract as a probationary or permanent teacher, as the case requires.

8.04 Grievance and Arbitration

Notwithstanding Article 8.03 a) b) the grievance and arbitration procedures set out in this collective agreement shall apply to Continuing Education Teachers with respect to the terms and conditions of employment set out in Article 8.

8.05 Personnel File Access

- A) Individual Continuing Education teachers have the right to review the contents of any and all files kept on them including those retained through electronic means and to obtain copies of anything therein in accordance with the Municipal Freedom of Information and Protection of Privacy Act 1989, S.O. 1989, Section Four, as amended. Requests for viewing contents of files shall be handled through the Human Resource Services Office. A request to view one's file shall be made a minimum of twenty-four (24) hours prior to actual viewing.
- B) All reports made upon the work of a teacher which could effect the continuance of a teacher's employment or the possible future promotion of the teacher shall be made in writing and placed within the teacher's file within 10 days.
- C) A Continuing Education teacher may request in writing, through the Human Resource Service Officer the removal of a negative report in his/her file. It is understood that there may be a denial of any such request.

8.06 Leaves of Absence

- A) After an employment period of two (2) consecutive terms within an academic school year the Continuing Education Teacher is entitled to sick leave of three (3) days per term to a maximum of twelve (12) days.
- B) Unused sick leave may be accumulated to a maximum of six (6) days per academic year, unless interrupted by a break of three (3) consecutive terms.
- C) The Board has the right to request certification of illness by a Physician.
- D) A Continuing Education Teacher shall be responsible for planning the first day of absence.
- E) For a Continuing Education Teacher with a contract period that exceeds two (2) consecutive terms, short-term Compassionate Leave for a very good reason may be granted at the discretion of the Human Resource Services Office.
- F) After an employment of two (2) consecutive terms the Continuing Education Teacher shall:
 - 1. In the event of the death of an employee's spouse, child, step-child, parent, brother, sister or ward, leave will be granted without loss of pay for up to five (5) working days within an eight (8) calendar day period beginning with the date of death.
 - 2. In the event of the death of an employee's mother-in-law, father-in-law, grandchildren, grandparent or fiancé(e), leave will be granted without loss of pay for up to three (3) working days within an eight (8) calendar day period beginning with the date of death.
- G) For a Continuing Education Teacher time will be allowed for Jury Duty or Subpoenaed Witness Service without loss of pay or service credit. As full pay will be issued by the Board, any remuneration received for Jury or Witness Service will be turned over to the Board minus the amount, supported by receipts, of any extra expenses caused by such service.

8.07 Remuneration

A) The following payment structure will apply:

1. Effective September 1, 2003, the payment structure is as follows. (3% added to previous rates)

Position	Basic Rate	Holiday Pay	Vacation Pay 4%*	Total
Program Manager (Credit)	32.60	1.05	1.40	35.05
Secondary Credit	32.60	1.05	1.40	35.05
Secondary School Marker/Lesson Rate				
Grade 9/10	7.16	0.24	0.29	7.69
Grade 11/12	7.80	0.26	0.31	8.37
OAC	8.41	0.30	0.34	9.04

B) *Vacation pay will be paid on a bi-weekly basis at the rate of four percent (4%).

	SEPT 1/02	SEPT 1/03
Summer School Instructors per hour	\$35.05	\$35.75 *

*(*A minimum 2% increase to the pay rate for 2003-04 will be applied subject to a possible additional increase commensurate with an amount equivalent to the percentage of the continuing education grant above 2% for the 2003-04 academic year.)*

LETTER OF INTENT - STAFF ALLOCATION COMMITTEE - SECONDARY

For the term of this agreement, a joint committee will be established named "*Staff Allocation Committee*" and this "*Committee*" shall function in accordance with the following.

- A) 1. There shall be established a Staff Allocation Committee (*the "Committee"*).
2. The Committee shall be composed of three (3) representatives who are members of the Secondary Teachers appointed by OECTA - Waterloo Unit and three (3) representatives for the Board appointed by the Director of Education or designate. The representatives of the Secondary Teachers and the Board shall each nominate one (1) of their members as a Co-Chairperson.
3. The functions of the Committee shall be:
- a) To discuss and recommend changes in the existing staffing components, and
 - b) To discuss and make recommendations regarding methods for allocating staff to schools, and
 - c) To discuss and make recommendations regarding staffing status reports provided by the Human Resource Services Office, that show on October 31st and March 31st of that school year the enrollment break down for each school, the existing staff at each school and the class sizes.
- B) The Committee shall be convened by the Board Co-Chairperson by October 31st in each school year for an October meeting. Thereafter the Committee shall meet within fifteen (15) days of a request by either Co-chairperson. An agenda for each meeting shall be prepared prior to the meeting by the Co-Chairperson. The first meeting following the October meeting shall be chaired by the Teachers' nominee as Co-Chairperson and thereafter alternatively by the Board's nominee and the Teachers' nominee. No Co-Chairperson shall have a second or casting vote in the event of a tie.
- C) Representatives on the Committee of either the Teachers or the Board may at any Committee meeting submit one or more proposals to change existing staff components. Such proposals shall be discussed at such meeting. The representatives who had not initiated the proposal shall be permitted twenty (20) school days to examine the proposal. Thereafter a further meeting of the Committee shall be called to develop a report concerning the proposal. If the Board and the Teacher representatives on the Committee do not agree on the disposition of the proposal, such representative shall prepare and table at a Committee meeting separate reports on the proposal.
- D) Reports on any proposals to change existing staff or components or methods for allocating staff emanating from any meetings of the Committee referred to in (d) shall be included on the agenda of the next meeting of the Administrative Council.

After such meeting of the Administrative Council such reports shall be included on the agenda of the next meeting of the appropriate Board Committee along with any recommendations from the Director of Education. A Teachers' representative from the Committee may speak to such reports at the appropriate Board Committee.

The terms of this letter will be reviewed in light of current government legislation and the practical needs of the Board and OECTA.

LETTER OF INTENT – PROGRAMME HEAD TRANSFER

A pilot transfer process will be jointly developed.

LETTER OF INTENT – RELIGION PART I

The Board and OECTA will explore alternative methods of satisfying the present requirement for Religion Part I.

LETTER OF INTENT – TIME SQUEEZE

The Board and OECTA will establish a joint committee to identify tasks that consume teacher time with the intent of developing and sharing strategies to ease the workload on teaching staff. Recommendations will be presented to the Superintendent of Secondary Schools by June 30, 2001.

LETTER OF INTENT - TRANSFER POLICY REVIEW

The Board and OECTA agree to form a committee to review the Transfer Policy. The purpose of the committee will be to review the Transfer Procedure and propose revisions to ensure an open and objective process. Revisions mutually agreed to will be implemented on a trial basis for the 2002-03 transfer process.

LETTER OF UNDERSTANDING - PERFORMANCE APPRAISAL STEERING COMMITTEE

The Board agrees to consult with the OECTA Bargaining units regarding the implementation of the Performance Appraisal process for teachers as outlined in Bill 110. The Board will establish a Steering Committee with OECTA to examine the issues related to Teacher Performance Appraisals for teachers in the Elementary bargaining unit. The Committee will include a maximum of three (3) representatives from the Elementary unit and a maximum of six (6) representatives from the Board. The committee shall be established by September 30, 2002.

This committee will submit recommendations to Planning and Priorities by November 15, 2002.

LETTER OF UNDERSTANDING - CRIMINAL BACKGROUND CHECK
(FOR CURRENT EMPLOYEES)

The Board will pay the cost of the Canadian Police Information Check provided that the Elementary Teacher uses the services of the Ontario Education Services Corporation (OESC).

The Board shall require of the Elementary Teachers a Criminal Background Check (CBC), as specified in Regulation 521/01 Ontario Regulations, which exhibits convictions only for which a pardon has not been granted.

The CBC shall be stored in a confidential file. Access to this file shall be limited to the Superintendent of Human Resources or designate, in accordance with Freedom of Information and Protection of Privacy Act.

An Elementary Teacher who chooses not to use the batch process provided by OESC shall be required to pay for and have a CBC on file with the Board by July 31, 2003.

The Board shall use the services of OESC to provide batch Criminal Background Checks for Elementary Teachers. The Bargaining Unit and the Board shall collaborate on the applicable procedures for carrying out the process. The Board, prior to including an Elementary Teacher in the batch process must receive a personal authorization from that Elementary Teacher.

APPENDIX "A" - DEFERRED SALARY LEAVE PLAN

The Board will grant leave of absence of one (1) year to teachers on the basis of:

1. spreading three (3) years salary over four (4) years, or
2. spreading four (4) years salary over five (5) years, or
3. spreading five (5) years salary over six (6) years

hereinafter called the "Plan", subject to the following conditions.

A) Eligibility

1. Teacher may apply to participate in the Plan if:
 - a) The teacher holds Permanent Status with the Board, and
 - b) The teacher has completed at least four (4) continuous years of teaching for the Board immediately preceding the application.
2. The maximum number of additional teachers who shall be recommended for participation in the Plan in any one year shall not exceed fourteen (14).
3. A teacher will not be eligible to submit an application for a subsequent deferred leave for a period of twelve (12) months upon his/her return from a prior "deferred" year.
4. A maximum of five (5) Teachers receiving responsibility allowances will be allowed to participate in the Plan in the year of leave.

B) Application

1. Application forms used to apply for a leave will be made available from the Board and the Secondary Teachers by the last school day in October.
2. A teacher wishing to participate in the Plan shall complete an application form and submit it to the Human Resource Services Office on or before February 1st to participate in the Plan commencing the following September 1st.

C) Special Leave Committee

1. As per the selection criteria appearing on the application form, applications for such a leave shall be reviewed by a Special Leave Committee (Secondary) established by the Board and the Secondary Teachers for the purpose of making recommendations.
2. The Deferred Salary Leave Committee (*Secondary*) will consist of the Manager of Human Resource Services Office (*or designate*), a Trustee, the OECTA Unit President (*or designate*) and the CEO of the Secondary Teachers (*or designate*).
3. Each party will attend a meeting to be called by the Manager of Human Resources Services Office or designate by the second Monday in February each year.
4. The Committee will select a Chairperson from among its members at its first meeting and the Chairperson will have the right to vote.
5. The experience indicated on the Applications will be verified by the Human Resource Services Office of the Board before submission to the Committee, when required.
6. The recommendation of the Special Leave Committee must be approved by the Board in accordance with its decision-making process.
7. Only the names of the applicants who have been endorsed by the Committee will be sent to the appropriate Board Committee.

8. Written recommendations of acceptance or denial of the teacher's request, with explanation, will be forwarded by the Special Leave Committee to the teacher by March 1st in the school year the original request is made.
9. Any recommendations made by the Special Leave Committee will not be subject to the grievance procedure.
10. No substitution will be made in the case where an endorsed and/or approved candidate drops out.

D) Board Approval

1. The teacher shall be required to sign an agreement with the Board before final approval will be granted.
2. Approval of the recommendations to participate in the Plan shall rest solely with the Board and shall not be subject to the grievance procedure.
3. Written approval or denial of the teacher's leave, with explanations, will be forwarded by the Board to the teacher by April 1st in the same year as the request is made.

E) Salary Deferral

1. Option A

- A) In each of the three (3) years of the Plan commencing September 1st following approval, the teacher shall be paid 75% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the collective agreement.
- B) The remaining 25% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and will be paid to the Teacher in the year of the leave. Upon request by June 30th such money as accumulated by June 30th plus the installments due during the months of July and August, may be directed to invested options by the Teacher through the Superintendent of Business and Financial Services or designate.

As agreed by both parties, the participants in the plan may elect to direct all monies accumulated by June 30 to one or more of the following areas, with a yearly deadline of September 1:

1. Interest bearing account
2. Guaranteed investment certificate
3. Mutual fund portfolio

The direction of monies to the above is limited to those offered by the Chartered Bank of the Board.

- C) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

2. Option B

- A) In each of the four (4) years of the Plan commencing September 1st following approval, the Teacher shall be paid 80% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.
- B) The remaining 20% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and will be paid to the Teacher in the year of the leave. Upon request by June 30 such money as accumulated by June 30th plus the installments due during the months of July and August, may be directed to invested options determined by the Teacher through the Superintendent of Business and Financial Services or designate. As agreed by both parties, the participants in the plan may elect to direct all monies accumulated by June 30 to one or more of the following areas, with a yearly deadline of September 1:

1. Interest bearing account
2. Guaranteed investment certificate
3. Mutual fund portfolio

The direction of monies to the above is limited to those offered by the Chartered Bank of the Board.

- C) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

3. Option C

- A) In each of the five (5) years of the Plan commencing September 1st following approval, the Teacher shall be paid 83.4% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.
- B) The remaining 16.6% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of the Agreement in an individual interest bearing account in the Board's name on behalf of this Teacher and will be paid to the Teacher in the year of the leave. Upon request by June 30th such money as accumulated by June 30th, plus the installments due during the months of July and August, may be directed to invested options determined by the Teacher through the Superintendent of Business and Financial Services or designate. As agreed by both parties, the participants in the plan may elect to direct all monies accumulated by June 30 to one or more of the following areas, with a yearly deadline of September 1:

1. Interest bearing account.
2. Guaranteed investment certificate
3. Mutual fund portfolio

The direction of monies to the above is limited to those offered by the Chartered Bank of the Board.

The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

D) Leave

1. Leaves granted under this Plan shall commence on September 1st of the fourth, fifth or sixth year and end on August 31st of the following calendar year, depending upon the option chosen.
2. Any teacher who is hired as a replacement for a participant in the Plan will be hired in accordance with Appendix "C".
3. In the event that a suitable replacement cannot be obtained for a teacher who has been granted a leave, the Board may defer the leave by not more than two (2) years by giving the teacher written notice at least four (4) months before the date of commencement of the leave.
4. In such a case, the teacher may choose to withdraw from the Plan and receive the money in the individual account or to continue in the Plan for one year allowing the monies in the individual account to accumulate with interest for the additional year.
In the case of withdrawal, repayment shall be made as soon as possible but within sixty (60) days after notice of intention to withdraw has been given with the necessary deductions being made in accordance with the requirements of Revenue Canada and other regulatory bodies.

E) Salary and Benefits - Year of Leave

1. In the year of the leave the Board shall pay to the teacher the total of the deferred salary and allowances plus all accrued interest installments conforming to the regular pay periods and proportional amounts set forth in the collective agreement in effect for the year of leave or two lump sums as directed by the teacher before June 30th of the year of the leave.
2. The final payment will include any money remaining in the individual account. In the case of lump sum payments, the necessary deductions will be made in accordance with the requirements of Revenue Canada and other regulatory bodies.
3. The Board shall deduct the amounts required for Income Tax, Unemployment Insurance, Canada Pension and other statutory deductions and any benefits in the collective agreement.
4. Following the leave, it will be the teacher's responsibility to remit the appropriate amount to the Ontario Teachers' Pension Plan in accordance with the Regulation of that Fund if the teacher wishes to improve the Pension for the period of leave.
5. Workers' Safety and Insurance Board premiums and benefits will not apply during the year of the leave.
6. Group Life Insurance, Dismemberment Insurance, Extended Health Care Plan and Dental Plan benefits will be available during the teacher's leave of absence.
7. Total premium cost during the leave will be paid by the teacher through deductions in accordance with the chosen method of payment as per H) 1) above.
8. The teacher shall not be entitled to the accumulation nor utilization of sick leave credits during the year of absence. On return from leave, however, the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such a leave.
9. Seniority shall be credited at the end of the leave as if the teacher were employed in the former position during the year of leave.

F) Return From Leave

1. Subject to the provisions of redundancy procedure, upon return from leave, a teacher will be placed in the same position (*i.e. school/department and division*) including one of responsibility, or, if due to declining or changing enrollment patterns, said position no longer exists, the reassignment of the teacher will be governed by the appropriate terms of the collective agreement.
2. The returning teacher has the right to participate in the normal transfer procedures during the year when the teacher is on leave.
3. On return to duty, the teacher will be placed on the salary grid at the same position as the teacher would have been at the commencement of the leave. The teacher will be entitled to any increase in salary other than increment that the teacher would have received had the leave not been taken.

G) Withdrawal From The Plan

1. For extenuating circumstances, a Teacher may withdraw from the Plan. Notification, in writing, must be received and approved by the Human Resource Services Office at least sixty (60) days prior to the effective date of withdrawal from the Plan.
2. Any teacher declared redundant will be required to withdraw from the Plan.
3. Upon withdrawal, all the salary and allowances deferred plus accrued interest in the individual account shall be paid to the teacher with the necessary deductions being made in accordance with the requirements of Revenue Canada and other regulatory bodies. Payment shall be made as soon as possible but within sixty (60) days after receiving notification of withdrawal.
4. If a teacher retires, is dismissed, redundant, or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher shall be paid such lump sum and interest accrued up to the date of the retirement, dismissal, redundancy, termination or leave as the case may be with the necessary deductions being made in accordance with the requirement of Revenue Canada and other regulatory bodies.
5. The payment will be made as soon as possible but within sixty (60) days of written notice by either party of any one of the above conditions.
6. Should a teacher die while participating in the Plan, any monies accumulated in the individual account plus accrued interest will be paid to the estate of the deceased teacher with the necessary deductions being made in accordance with the requirements of Revenue Canada and other regulatory bodies.

The payment will be made as soon as possible but within sixty (60) days of written notice from the executor of the estate.

H) Responsibility

The Board and the Secondary Teachers assume no implication of the Plan related to its effect on Teachers' Pension Plan provisions, Income Tax implications, Unemployment Insurance and the Canada Pension Plan. The responsibility will lie solely with the teacher.

It is the intent of the Board and the Secondary Teachers that leave granted under the terms and conditions of the Deferred Salary Leave Plan by the Board shall include 100% of the participant's teaching responsibility for the year of the leave.

APPENDIX "B" - SABBATICAL LEAVE

A) Definitions

1. It is understood that the needs of the School system are the main criteria for consideration.
2. It is understood that the time allowance will be approximately one year rather than shorter periods.
3. May involve courses, research or other educational activities relevant to the need identified.

B) Eligibility

Any non probationary teacher of the Board who has a minimum of five (5) years teaching experience with this Board and could serve a need of the system which has been identified by him/her or the Board. The Board may waive requirements for years of teaching experience.

C) Requirements of the Applicant

1. An application is made in writing to the Director of Education identifying the needs for the system that could be met by courses, research, etc. over a period of up to one year.
2. The application should include an outline of the plans for the Sabbatical year.
3. The application is to be submitted by November 30th of the year prior to the school year for which the request is being made.
4. The final approval rests with the Director of Education and the Board. Written notification of approval or non-approval will be given to the applicant by March 31st. Where the application is not approved, a reason for the decision will be included.
5. A successful applicant will:
 - a) Submit an interim progress report as well as a final report as directed by the Director.
 - b) Sign a note promising to return to the Board for a minimum of three (3) years in such capacity as is determined by the Director as best utilizing the experience of the Sabbatical.

Where the three (3) year period is not completed, the Board will be reimbursed on a pro-rata basis, e.g. completion of only one (1) year would result in reimbursement of 33-1/3% per year of the Sabbatical paid by the Board.

Where the Sabbatical involved study outside the country, the applicant upon return must submit evidence of a successful medical examination.

D) Benefits During Sabbatical Leave

1. A successful candidate will receive not less than two-thirds (2/3) of the annual salary to which he/she would have been entitled had she/he remained in the regular position.
2. The Board will make Teacher Pension Plan deductions in proportion to the salary noted in (a). Payment for the remainder is the responsibility of the candidate.
3. Benefits (*Extended Health and Life, Canada Pension Plan, Dental Plan*) will be paid as per normal.
4. Arrangements for method of payment will be made between the candidate and the Director.

5. Bursaries and other aid to applicants from outside the system will not affect the above benefits.
6. The taking of Sabbatical Leave shall not alter the number of days to the teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave, but will exclude accumulation of sick leave credits for the period of the leave.

E) **System Need**

Where the Board requests that an individual pursue investigation of a system need, the above will be determined by the Director and the Board.

SIGNING PAGE

THIS AGREEMENT signed at KITCHENER on the 3rd DAY OF April, 2003.

SIGNED on behalf of THE WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

Director of Education

Superintendent of Human Resource Services

SIGNED on behalf of THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
SECONDARY TEACHERS

President - Waterloo Unit OECTA

Chief Executive Officer - Secondary Teachers
Waterloo Unit OECTA