



AGREEMENT BETWEEN

**WATERLOO CATHOLIC DISTRICT
SCHOOL BOARD**

and

**OECTA - WATERLOO UNIT
SECONDARY TEACHERS**

**For The Period
September 1, 2004 to August 31, 2008**

Table of Contents

ARTICLE 1 - LEGAL OBLIGATIONS	1
1.01	Duration.....	1
1.02	Strike or Lockout.....	1
1.03	Recognition of Bargaining Agent.....	1
1.04	Renegotiation as Required by Law.....	2
1.05	Management Rights.....	2
1.06	Freedom of Information Requests.....	2
1.07	Workplace Harassment/Discrimination.....	2
1.08	Just Cause.....	3
1.09	Publication of Collective Agreement.....	3
ARTICLE 2 - GRIEVANCE PROCEDURE	3
2.01	Definition.....	3
2.02	Protocol.....	3
2:03	Individual Teacher Grievance.....	4
2:04	Group Grievance.....	5
2:05	Unit Grievance.....	5
2:06	Board Grievance.....	5
2.07	Representation.....	5
2.08	Arbitration Board Relief.....	5
2.09	Arbitration Board Authority.....	6
2.10	Arbitrated Grievance Resolution.....	6
2.11	Expedited Arbitration.....	6
ARTICLE 3 - PROFESSIONAL RESPONSIBILITIES	6
3.01	Absence Planning.....	6
3.02	Extra Curricular.....	6
3.03	Consultation In Hiring.....	6

3.04	OECTA P.A. Day	6
3.05	Part Time Teacher Participation in P.A. Days	7
3.06	Teacher Representation on Committees	7
	ARTICLE 4 - WORKING CONDITIONS	7
4.01	Personnel Files	7
4.02	Access to Personnel Files	7
4.03	Written Reports	7
4.04	Performance Appraisal	8
4.05	College of Teachers	8
4.06	Voluntary Positive Contributions	8
4.07	Complaint Notification	9
4.08	Health and Safety	9
4.09	Seniority	9
4.10	Redundancy	9
4.11	Recall	11
4.12	Staffing	11
4.13	New Positions and Allowances	12
4.14	Transfers	12
4.15	Posting	13
4.16	Instructional Teaching Schedule	14
4.17	Programme Heads	14
4.18	Restricted Procedures	15
4.19	Assault	15
4.20	Teacher Absence	16
4.21	Teacher in Charge	16
4.22	Acting Administrator	17
4.23	Job Security	17
4.24	Part-Time Teachers	17

ARTICLE 5 - LEAVES OF ABSENCE 18

5.01 Long Term Leave 18

5.02 Short Term Compassionate 18

5.03 Bereavement 18

5.04 Funerals 18

5.05 Emergency 18

5.06 Parental 19

5.07 Adoption..... 19

5.08 Paternal 19

5.09 Educational 19

5.10 Education Leave Payments 20

5.11 Long Term Educational..... 20

5.12 University/College Graduation 20

5.13 University/College Examination 20

5.14 Jury Duty/Court Appearance 20

5.15 Illness 20

5.16 Sabbatical 21

5.17 Official Representative..... 21

5.18 OECTA Release Time 21

5.19 Deferred Salary Leave 22

5.20 Personal Obligation Days 23

5.21 Quarantine 23

ARTICLE 6 - TEACHER BENEFITS 23

6.01 Pension Benefits. 23

6.02 Extended Health Coverage 23

 Vision Care, Chiropractic Care 23

6.03 Life Insurance 24

6.04 Dental Plan..... 24

	Orthodontic, Major Restorative	24
6.05	Mandatory Participation.....	25
6.06	Employment Insurance Discount Return.....	25
6.07	Canada Savings Bonds Payroll Savings Program.....	25
6.08	Ontario Teacher’s Pension Act.....	25
6.09	Part Time Teacher Coverage	26
6.10	Extended Participation in Plan(s).....	26
6.11	Redundant Teacher Participation.....	26
6.12	Employer Health Tax.	26
6.13	Benefits Review	26
6.14	Payroll Deductions	27
6.15	Deductions for College of Teachers.....	27
6.16	OECTA/OCSTA Religion Courses.....	27
	ARTICLE 7 - REMUNERATION.....	27
7.01	Salary Schedule.....	27
7.02	Levy Authorization	27
7.03	Beginning of Year For Salary Purposes	28
7.04	QECO Grid Placement.....	28
7.05	Qualifications Adjustments	28
7.06	Submission of Qualifications Documents	28
7.07	Previous Teaching Experience.....	28
7.08	Part Time Experience	29
7.09	Pro-Rated Part Time Salary and Assignment	29
	Secondary FTE Chart	29
7.10	Allowances.....	30
7.11	Restriction.....	30
7.12	Recognition of Related Experience.....	30
7.13	Home Instruction	31

7.14	Association Fees	31
7.15	Salary Schedule	31
ARTICLE 8 CONTINUING EDUCATION		33
8.01	Definition.....	33
8.02	Applicability	33
8.03	Recognition.....	33
8.04	Seniority as a Continuing Education Teacher.....	34
8.05	Redundancy and Recall	34
8.06	Assault	34
8.07	Leaves of Absence	35
8.08	Benefits	37
8.09	Remuneration	38
8.10	Posting Procedures.....	40
LETTER OF INTENT – CONTINUING EDUCATION ISSUES		39
SECONDARY LABOUR/MANAGEMENT COMMITTEE.....		40
LETTER OF UNDERSTANDING PERFORMANCE APPRAISAL.....		40
LETTER OF UNDERSTANDING CRIMINAL BACKGROUND CHECK.....		40
LETTER OF UNDERSTANDING E-LEARNING COURSES.....		41
LETTER OF NOTICE FAMILY CARE LEAVE		41
DEFERRED SALARY LEAVE PLAN.....		42
SABBATICAL LEAVE		48
SIGNING PAGE.....		50

SECONDARY AFFILIATE

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, 2004 to August 31, 2008 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.

1.03 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, or 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 distribute duties in a fair and equitable manner. 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.
- D) The principal shall determine the specific teaching duties of a teacher. In determining the assignment, the principal will consider the overall needs of the school and will consult with the teacher with respect to preferences, qualifications and teaching experience.

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 2001, S.O. 2001, Section 4 as amended from time to time.

1.07 Workplace Harassment/Discrimination

- A) The Board recognizes that every teacher has the right to employment free of harassment and 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 as per the Board's Employee Workplace Harassment/Discrimination Prevention Policy dated February 20, 2004 as may be amended from time to time.
A teacher who has a claim against the Board for discrimination or harassment involving any of the above may proceed through the Grievance Procedure within seven (7) calendar days as per Article 2.03 Step Two B).
- 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 a grievance pertaining to discipline or discharge on denominational grounds, 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 thirty (30) days of the ratification and signing of the tentative agreement by both parties.

- 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) consecutive calendar days of the event giving rise to the grievance.

PROCEDURE STEP TWO

- A) 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.
- B) Notwithstanding the above, if a teacher accesses the Board's Employee Workplace Harassment/Discrimination Policy dated February 20, 2004; as may be amended from time to time and does not reach resolution, the teacher may access the Grievance Procedure at Step Two within seven (7) consecutive calendar days.

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 bind 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 the 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 the 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 the Local Teacher Bargaining Unit, it shall refer the grievance to the appropriate executive of the 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 teacher candidates.

3.04 OECTA P.A. Day

- A) 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.
- B) There shall be one (1) full day of the Boards designated PA Days that shall be organized by the secondary teachers. In advance of the day, OECTA will provide a documented account of the activities of the day at both a site and system level to the Director of Education.

C) The teachers will choose the purpose and content of the day from one or more of the following:

- Instructional practise within and /or across subject disciplines
- School improvement plans
- System improvement plans

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) Each time a file is viewed by a Supervisory Officer, a Principal or the teacher, the following will be recorded:
1. Date
 2. Viewed by
 3. Purpose

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 2001, S.O. 2001, Section 4, as amended from time to time. 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 personnel file within ten (10) working days following receipt of both the teacher and administrator signatures on the report. It is understood that such signature is only an acknowledgement of having received a copy thereof.

- B) A teacher may request in writing, through the office of Human Resource Services, after one (1) year from the date of the report, the removal of a negative report in his/her personnel 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, the Ministry of Education document Supporting Teaching Excellence 2002 and related Board Administrative Policies as may be amended from time to time.
- B) No member of the bargaining unit shall participate in the Teacher Performance Appraisal 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 personnel file at the Board office. Any such comments are to be returned within six (6) working days, which shall be extended by mutual consent in the event of the teacher having received an unsatisfactory appraisal.
- D) Voluntary activities shall not be evaluated within the context of the performance appraisal process.
- E) The name of any teacher having received an unsatisfactory Teacher Performance Appraisal shall be forwarded to the President of the Unit within five (5) working days of the teacher having received the unsatisfactory appraisal.
- F) By October 15th of each school year the Board shall disclose to the Unit, the names of the teachers who are designated to participate in the Teacher Performance Appraisal process in that school year. With mutual agreement, the timelines can be extended.
- G) A final performance appraisal of a teacher, upon termination of employment, shall be concluded prior to 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 personnel 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's personnel file. The Secondary Teachers shall provide the Board with a record of such contributions to the school system no later than June 30th.

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 4.10.
- 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 4.09
- 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 any Ontario School Board.
 2. 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 lot in the presence of the President of the Unit or designate and a representative of Human Resource Services.
- 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 4.09.
 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 4.11 (D) above.
- G) Teachers recalled would 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 [4.11 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 New Positions and Allowances

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 allowance will be negotiated and a recommendation presented to the Secondary Teachers and the Board. Upon ratification by both parties the 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 the first posting in the Transfer process.
- 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 shall post new positions and positions of responsibility that are vacant. These postings shall occur prior to the first Monday of June, to take effect September 1 of the following school year. For the second semester of the current school year, the posting shall occur prior to the first Monday of December, to take effect on the first day of semester 2. If a position becomes vacant outside of these timelines, the position may be filled in an acting capacity for up to a maximum of one (1) semester, after which time the position shall be posted.
 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 shall ensure that all postings are placed in schools prior to any public advertising. During the school vacation periods, postings will be displayed on Staff Net under Career Opportunities and copies of such postings will be sent to the OECTA Unit office.
 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 shall 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 shall 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) Effective September 1, 2005, the workload of a full-time secondary teacher shall be as set out below, and as defined in the *Education Act and Regulations* as may be amended from time to time.

This shall be comprised as follows:

- i) Six (6) credit bearing and/or credit-equivalent courses, plus;
- ii) A maximum of 1440 minutes of supervision/on-calls per school year. A teacher may be assigned a maximum of two (2) half periods of supervision and two (2) on-calls per week. It is understood that a teacher shall not be assigned a supervision and on-call on the same day. 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 to the following:
 - Educational and extra curricular excursions of a half day or less
 - Personal Obligation Days
 - Emergency leaves

Teachers with a workload of less than full-time shall have supervision/on-calls prorated to that of a full-time teacher. Teachers shall be assigned a maximum of three (3) credit bearing and/or credit equivalent courses per semester.

- B) Supervision duties shall be assigned such that each teacher will have $\frac{1}{2}$ of the assigned lunch period free of duties.
- C) Supervision/on-calls shall be distributed in a fair and equitable manner.

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 4.17 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 or expelled pursuant to Sections 3.06 and 3.08 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, upon availability, 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.
- 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 the equivalent of one semester.
- B) Any extension of this period shall only be with the mutual agreement of the Board and the Secondary Teachers.
- C) Acceptance by the teacher of such temporary assignment shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- D) All other provisions of this agreement shall apply to the teacher during such a period of temporary assignment.
- E) An Acting Administrator shall not participate in the Teacher Performance Appraisal of another member of the Secondary Unit.
- F) The Board agrees to replace any teacher who accepts an Acting Administrator position for a temporary period as described in article 4.22 A) and 4.22 B) above with an occasional teacher.
- G) Acting Administrator shall be compensated at the per diem rate for such a position.

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.

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) consecutive 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) consecutive 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.
- C) A teacher returning from a pregnancy leave or parental leave shall have the right to be assigned to the same position held prior to going on leave, subject to procedures in the Redundancy Article 4.10. For the purposes of clarity, the term '*position*' means the same school and in the subject area(s) for which the teacher holds qualifications.

5.07 Adoption

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

- A) Plan A – Effective September 1, 2005, a teacher shall be granted special leave without loss of pay up or service credit up to a maximum of three (3) days 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.
- C) A teacher returning from an adoption leave shall have the right to be assigned to the same position held prior to going on leave, subject to procedures in the Redundancy Article 4.10. For the purposes of clarity, the term '*position*' means the same school and in the subject area(s) for which the teacher holds qualifications.

5.08 Paternal

Effective September 1, 2005, a male teacher shall be granted up to a maximum of three (3) days for needs directly related to the birth of his child without loss of pay or service credit.

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/College Graduation

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

5.13 University/College Examination

- A) One (1) day without loss of pay or service credit will be granted for the purpose of taking a final university/college 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/college 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 this Bargaining Unit shall be released up to one full time equivalent 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 half time from assigned duties in order to perform the functions of that position.
- C) Upon request of the Waterloo Unit to the Director of Education or designate, a teacher shall be released from his/her duties to perform official Association/Federation business.

- 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 credit, according to the Agreement in effect between the Board and Secondary Teachers.
- F) The Board will be reimbursed by the Association for salary and responsibility allowance 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 two (2) years salary over three (3) years; one (1) year to teachers on the basis of spreading three (3) years salary over four (4) years; one (1) year to teachers on the basis of spreading four (4) years salary over five (5) years; one (1) year to teachers on the basis of spreading five (5) years salary over six (6) years; OR one-half (1/2) year to teachers on the basis of spreading 3.5 years salary over four (4) years as outlined in the Deferred Salary Leave Plan. Refer to Appendix "A".

5.20 Personal Obligation 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. 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.

These 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.

Personal Obligation Days cannot be combined with a request for unpaid leave.

5.21 Quarantine

A teacher shall be granted a leave of absence as a result of being quarantined by order of the Medical Officer of Health from attending upon his/her duties without loss of pay or sick leave credits, with the understanding the teacher is not currently on sick leave. The Board has the right to request appropriate documentation in such circumstances.

ARTICLE 6 - TEACHER BENEFITS

6.01 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 as they existed October 1, 2004, 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).

6.02 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.

A) Vision Care

Effective October 1, 2005, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care: \$200.00 and the cost of eye examinations to a maximum of \$50.00 once every 24 months where not covered by OHIP.

Effective October 1, 2006, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care: \$200.00 and the cost of eye examinations to a maximum of \$65.00 once every 24 months where not covered by OHIP.

Effective October 1, 2007, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care: \$250.00 and the cost of eye examinations to a maximum of \$75.00 once every 24 months where not covered by OHIP.

B) Chiropractic Care:

Effective October 1, 2005, \$30.00 per visit per person to a maximum of \$500.00 per year from first dollar spent.

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.

Effective October 1, 2005, the Board agrees to pay one hundred percent (100%) of the premium to provide a \$50,000 or 1.25 times salary, whichever is greater, of Group Life Insurance coverage and a Dismemberment Insurance Plan, approved by the Board for each eligible Teacher as a condition of employment.

6.04 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. The reimbursement level for the dental care fee structure shall be as per the current year ODA rate minus two (2) years.
- B) Effective October 1, 2006, 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. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of October 1, 2005.
- C) Effective October 1, 2007, 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. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of October 1, 2006.

Orthodontic:

- D) 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.
- E) Effective October 1, 2005, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$1500.00 for active

employees, adults and children.

- F) Effective October 1, 2006, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$2000.00 for active employees, adults and children with a \$1000.00 per year maximum.
- G) Effective October 1, 2007, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$2500.00 for active employees, adults and children with a \$1000.00 per year maximum.

Major Restorative:

- H) 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.
- I) Effective October 1, 2005, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$1000.00 for active employees, adults and children.
- J) Effective October 1, 2007, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$1500.00 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 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.

6.13 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 three (3) pay periods in November and December.

6.16 OECTA/OCSTA Religion Course

Effective September 1, 2005, the Board shall, upon successful completion, reimburse a teacher, the cost of tuition for Religion Part 1, offered by OECTA/OCSTA, for those teachers newly hired by the Board on or after September 1, 2005.

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.

7.02 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

7.10 Allowances

	Sept 1/04	Sept 1/05	Sept 1/06	Sept 1/07	Aug 31, 08
Program Heads	5,221	5,326	5,459	5,623	5,662
Assistant Program Heads – 50%	2,611	2,663	2,729	2,811	2,831
Resource Teachers	5,221	5,326	5,459	5,623	5,662
Consultants					
Step 1	5,052	5,513	5,282	5,441	5,479
Step 2	5,411	5,519	5,657	5,827	5,867
Step 3	5,769	5,884	6,031	6,212	6,256
Step 4	6,127	6,250	6,406	6,598	6,644
System Coordinator					
Program Services					
Student Services					
Step 1	6,865	7,002	7,177	7,392	7,444
Step 2	8,122	8,285	8,492	8,747	8,808
Step 3	9,283	9,469	9,705	9,996	10,066
Step 4	10,443	10,652	10,919	11,246	11,325
Teachers in Charge	48.72	49.69	50.93	52.46	52.83
(per period rate)					

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. 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 of one year of teaching experience for each year of related and approved experience.
 2. Teachers hired on or after September 1, 2004, 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 one (1) year of teaching experience for each year of related and approved experience, to a maximum of 6 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 1/04	SEPT 1/05	SEPT 1/06	SEPT 1/07	AUG 31/08
Home Instructors per hour	\$30.74	\$31.36	\$32.14	\$33.11	\$33.34

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, 2004 TO AUGUST 31, 2005					
STEP	A0	A1	A2	A3	A4
0	33,513	35,263	37,389	40,598	43,093
1	35,982	37,866	40,179	43,741	46,537
2	38,454	40,467	42,968	46,883	49,983
3	40,925	43,069	45,757	50,026	53,427
4	43,395	45,671	48,546	53,169	56,871
5	45,866	48,273	51,336	56,311	60,316
6	48,337	50,875	54,125	59,454	63,760
7	50,807	53,477	56,915	62,596	67,205
8	53,278	56,078	59,703	65,739	70,650
9	55,748	58,681	62,493	68,881	74,094
10	58,219	61,282	65,282	72,024	77,539

SEPTEMBER 1, 2005 TO AUGUST 31, 2006					
STEP	A0	A1	A2	A3	A4
0	34,183	35,968	38,137	41,410	43,955
1	36,702	38,623	40,982	44,616	47,468
2	39,223	41,276	43,827	47,821	50,982
3	41,743	43,931	46,672	51,027	54,495
4	44,262	46,584	49,517	54,232	58,009
5	46,783	49,239	52,362	57,437	61,522
6	49,303	51,892	55,208	60,643	65,035
7	51,823	54,547	58,053	63,848	68,550
8	54,343	57,200	60,897	67,054	72,063
9	56,863	59,855	63,743	70,259	75,576
10	59,383	62,508	66,588	73,464	79,089

SEPTEMBER 1, 2006 TO AUGUST 31, 2007					
STEP	A0	A1	A2	A3	A4
0	35,037	36,868	39,090	42,446	45,054
1	37,620	39,588	42,007	45,731	48,655
2	40,203	42,308	44,923	49,017	52,257
3	42,787	45,029	47,838	52,302	55,858
4	45,369	47,749	50,755	55,588	59,459
5	47,953	50,470	53,671	58,873	63,060
6	50,536	53,189	56,588	62,159	66,661
7	53,118	55,910	59,504	65,444	70,263
8	55,702	58,630	62,420	68,730	73,864
9	58,284	61,351	65,336	72,016	77,465
10	60,868	64,071	68,253	75,301	81,067

SEPTEMBER 1, 2007 TO AUGUST 31, 2008					
STEP	A0	A1	A2	A3	A4
0	36,088	37,974	40,263	43,719	46,405
1	38,748	40,776	43,267	47,103	50,114
2	41,409	43,577	46,271	50,487	53,825
3	44,070	46,380	49,274	53,871	57,534
4	46,730	49,181	52,278	57,255	61,243
5	49,391	51,984	55,282	60,640	64,952
6	52,052	54,785	58,285	64,024	68,661
7	54,712	57,588	61,289	67,408	72,371
8	57,373	60,389	64,292	70,792	76,080
9	60,033	63,191	67,296	74,176	79,789
10	62,694	65,993	70,300	77,560	83,498

AUGUST 31, 2008					
STEP	A0	A1	A2	A3	A4
0	36,341	38,239	40,545	44,025	46,730
1	39,020	41,062	43,570	47,433	50,465
2	41,699	43,882	46,595	50,841	54,201
3	44,379	46,705	49,618	54,248	57,936
4	47,057	49,526	52,643	57,656	61,671
5	49,737	52,348	55,668	61,064	65,406
6	52,416	55,169	58,693	64,472	69,142
7	55,095	57,991	61,718	67,880	72,878
8	57,775	60,812	64,742	71,287	76,613
9	60,453	63,634	67,767	74,695	80,348
10	63,133	66,455	70,792	78,103	84,083

ARTICLE 8 - CONTINUING EDUCATION

8.01 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 1, 2, 3.01, 3.03, 4.01 to 4.03, 4.05 4.07 and 4.08 A) and C), Article 8 and Letters contained herein, 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 Seniority as a Continuing Education Teacher

- A) All Continuing Education Teachers employed at the time this agreement is ratified shall have a start date of 2004, with an accumulated seniority of eleven (11) credits.
- B) Accumulation of seniority shall begin after a teacher completes two consecutive terms. Calculations shall occur at the end of the 2nd, 4th and 6th term. Notwithstanding statutory or granted leaves, a one term voluntary interruption, with the exception of the 6th term, will negate accumulated seniority.
- C) Commencing September 2005, seniority shall be calculated on a per credit basis to a maximum of eleven (11) credits per year. A Continuing Education Teacher assigned to non-teaching duties will accumulate one credit for each 90 hours of work to a maximum of eleven (11) credits per year.
- D) The Board shall establish a seniority list for Continuing Education Teachers showing each member's name and seniority date in descending order of accumulated credits from the most senior to least senior.
- E) The seniority list shall be sent to the President of the Unit, and posted at the main campuses in Cambridge and Kitchener by September 1.
- F) Continuing Education Teachers have fifteen (15) days after the posting of the seniority list to notify Human Resource Services of any discrepancies in the list.

8.05 Redundancy and Recall

- A) A teacher who is assigned 100% or less and whose workload is reduced by one or two courses shall be recalled in reverse order, providing the teacher meets the qualifications, as per the Education Act and Regulations, and experience required for the position(s) available.
- B) A member's workload may exceed 100% if another full-time or part-time teacher's workload is reduced only if the teacher impacted by the reduction does not meet the qualifications, as per the Education Act and Regulations, and experience required for the position(s).
- C) The right to recall shall end after three consecutive terms from the date the teacher is declared redundant.
- D) A teacher loses recall right if they refuse an assignment for which they are qualified as per the Education Act and Regulations.

8.06 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 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 or expelled pursuant to Sections 3.06 and 3.08 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 twelve (12) working days, without loss of pay, service credits, or sick leave credits. Where time off beyond twelve (12) working days is required, the teacher's accumulated sick leave credit will be used.

8.07 Leaves of Absence

After an employment period of two (2) consecutive terms within an academic school year, the Continuing Education Teacher is entitled to:

- A) 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) Long Term Leaves
 Leaves without pay, for a very good reason may be granted at the discretion of the Board, to a maximum of one (1) term without loss of previous service credit.
 - i) Except for statutory leaves, a teacher must have completed two (2) consecutive terms of employment with the Board at the time of the request. Such application shall be made four (4) weeks prior to the beginning of the leave.
 - ii) A teacher, while on such leave, who wishes to request an extension of said leave, must make such application in writing three (3) weeks prior to the end of the leave. Should no request for extension be made to the Superintendent of Human Resource Services in writing, it is understood and expected that the teacher shall return to an assigned position on the first working day following the leave.
- F) 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.
- G) 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 or service credit for up to five (5) working days within an eight (8) consecutive 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 or service credit for up to three (3) working days within an eight (8) consecutive calendar day period beginning with the date of death.
- H) Emergency leave of up to one (1) class requires the approval of the Principal or designate.
- I) Parental
 - i) Pregnancy/Parental Leave shall be granted in accordance with the current Employment Standards Act, R.S.O. 1980, Chapter 137, as amended.
 - ii) A male teacher shall be granted 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 F).
- J) Adoption
 A teacher shall be granted special leave without loss of pay or service credit up to one (1) day for needs directly related to the legal adoption of a child.

- K) Education Leave
An education leave may be granted without loss of pay or service credit for attendance at approved professional conferences and seminars at the discretion of the Principal.
- L) University/College Graduation
One (1) day without loss of pay or service credit will be granted for the purpose of attending a university/college graduation for self, spouse or child.
- M) University/College Examination
 i) One (1) day without loss of pay or service credit will be granted for the purpose of taking a final university/college exam during the regular teaching day
 ii) One class will be granted if the examination is written on a school day but outside the regular teaching hours.
 iii) The onus is on the teacher to submit proof, satisfactory to the Board that the university/college exam is a final one and the time at which it is written.
- N) Jury Duty/Court Appearance
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.

8.08 Benefits

After an employment period of two (2) consecutive terms within an academic year, the Continuing Education teacher is entitled to the following:

- A) Extended Health Care Plan
 i) The Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care plan for all teachers who deliver a minimum of thirty (30) hours per week of instruction or equivalent.
 ii) The Board agrees to contribute fifty percent (50%) towards the premium of the Extended Health Care plan for all teachers who deliver a minimum of 15 hours per week and less than thirty (30) hours per week of instruction or equivalent.
- B) Dental Plan
 i) The Board agrees to contribute ninety percent (90%) towards the premium of the Dental plan for all teachers who deliver a minimum of thirty (30) hours per week of instruction or equivalent.
 ii) The Board agrees to contribute fifty percent (50%) towards the premium of the Dental plan for all teachers who deliver a minimum of 15 hours per week and less than thirty (30) hours per week of instruction or equivalent.
- C) Mandatory Participation
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.
- D) Canada Savings Bonds Payroll Savings Program
The Board shall make Canada Savings Bond Payroll Savings Program available for purchase through the Board approved payroll deduction plan.

F) 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.

G) Extended Participation in Plan(s)

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.

H) 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 as they existed October 2004, with the exception of Orthodontics and Restorative, providing the teacher, spouse of dependent children pay(s) the full amount in a manner approved by Human Resource Services. Participation is subject to the conditions of the Plans and the requirements of the carrier(s) at the effective date(s).

8.09 Remuneration

A) The following payment structure will apply:

1. Effective September 1, 2004, the following payment structure will apply:

Position	Basic Rate	Holiday Pay	Vacation Pay	Total
Program Coordinator (Credit)	34.25	1.11	1.47	36.83
Secondary Credit	34.25	1.11	1.47	36.83
Secondary School Marker/Lesson Rate				
Grade 9/10	7.52	.24	.32	8.08
Grade 11/12	8.19	.27	0.35	8.81

2. Effective September 1, 2005, the following payment structure will apply:

Position	Basic Rate	Holiday Pay	Vacation Pay	Total
Program Coordinator (Credit)	34.94	1.13	1.50	37.57
Secondary Credit	34.94	1.13	1.50	37.57
Secondary School Marker/Lesson Rate				
Grade 9/10	7.67	.25	.33	8.25
Grade 11/12	8.35	.27	.36	8.98

3. Effective September 1, 2006, the following payment structure will apply:

Position	Basic Rate	Holiday Pay	Vacation Pay	Total
Program Coordinator (Credit)	35.64	1.15	1.53	38.32
Secondary Credit	35.64	1.15	1.53	38.32
Secondary School Marker/Lesson Rate				
Grade 9/10	7.82	.25	.34	8.41
Grade 11/12	8.52	.28	0.37	9.16

4. Effective September 1, 2007, the following payment structure will apply:

Position	Basic Rate	Holiday Pay	Vacation Pay	Total
Program Coordinator (Credit)	36.35	1.18	1.56	39.09
Secondary Credit	36.35	1.18	1.56	39.09
Secondary School Marker/Lesson Rate				
Grade 9/10	7.98	.26	.34	8.58
Grade 11/12	8.69	.28	.37	9.35

B) *Vacation pay will be paid on a bi-weekly basis.

	SEPT 1/04	SEPT 1/05	SEPT/06	SEPT/07
Summer School Instructors per hour	\$34.25*	\$34.94*	\$35.64*	\$36.35*

(*A minimum 2% increase to the pay rates for 2004-2008 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 2004-2008 academic years).

8.10 Posting Procedures

All Program Coordinators and Continuing Education non-credit assignments shall first be posted for Continuing Education Teachers prior to being advertised to other members of the bargaining unit.

LETTER OF INTENT

CONTINUING EDUCATION ISSUES

A Committee of equal representation of the parties, three (3) appointed by the Unit and three (3) appointed by the Board, shall examine, study and make recommendations regarding Continuing Education Teachers access to professional development opportunities and the ramifications of Continuing Education class sizes as it relates to the learning opportunities of Continuing Education students.

LETTER OF UNDERSTANDING

SECONDARY LABOUR/MANAGEMENT JOINT COMMITTEE

A committee of equal representation of the parties, three (3) secondary teachers appointed by the Unit and three (3) appointed by the Board, shall be formed and meet monthly commencing in September 2005 to deal with and discuss the implications of such topics affecting secondary teachers:

1. Secondary staff allocation
2. Secondary mentor/mentoring programs/initiatives
3. Ministry of Education initiatives on student retention
4. Ministry of Education initiatives on increased graduation rates

It is further understood that either party may introduce other topics as might arise during the term of this Collective Agreement.

LETTER OF UNDERSTANDING

PERFORMANCE APPRAISAL STEERING COMMITTEE

In the event that the Ministry of Education initiates changes to the Teacher Performance Appraisal Process as set out in the Ministry of Education document Supporting Teaching Excellence 2002, the parties agree to form a joint committee of six (6) representatives, composed of three (3) representatives appointed by each the Board and the Unit. This committee will make recommendations to Planning and Priorities on the following areas: changes, in-service and communications.

LETTER OF UNDERSTANDING

CRIMINAL BACKGROUND CHECKS AND OFFENCE DECLARATIONS

The Criminal Background Check and the yearly Offence Declarations required of members of the bargaining unit under Regulation 5.21/01 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 the Protection of Privacy Act, 2001.

LETTER OF UNDERSTANDING

E-LEARNING COURSES, ELECTRONICALLY DELIVERED CREDIT COURSES AND/OR PROGRAMS

A committee of equal representation of the parties, three (3) representatives appointed by the Unit and three (3) representatives appointed by the Board, shall examine, study and make recommendations regarding any implementation of electronically delivered courses and/or programs. The committee shall meet on or before September 1, 2005 and make recommendations on or before January 31, 2006.

LETTER OF NOTICE

FAMILY CARE LEAVE

By September 30th of each year the Board shall cause to have posted in each worksite's lunch room, information related to access to the Family Care Leave provision of the Employment Standards Act, 2000.

APPENDIX "A"**DEFERRED SALARY LEAVE PLAN**

The Board will grant leave of absence of one-half (1/2) year to teachers on the basis of:

1. Spreading three and one-half (3 1/2) years salary over four (4) years, or

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

2. Spreading two (2) years salary over three (3) years, or
3. Spreading three (3) years salary over four (4) years, or
4. Spreading four (4) years salary over five (5) years, or
5. 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 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 Human Resource Services Officer (*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 called by the Human Resources Services Officer 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

Option A

- A) In each of the three and one-half (3 1/2) years of the Plan commencing September 1st following approval, the teacher shall be paid 87.5% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the collective agreement.
- B) The remaining 12.5% 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.

Monies will be directed to an interest bearing bank account with 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.

Option B

- A) In each of the two (2) years of the Plan commencing September 1st following approval, the Teacher shall be paid 66.7% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.

- B) The remaining 33.3% 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:

Monies will be directed to an interest bearing bank account with 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.

Option C

- 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.

Monies will be directed to an interest bearing bank account with 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.

Option D

- 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:

Monies will be directed to an interest bearing bank account with 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.

Option E

- 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:

Monies will be directed to an interest bearing account with 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.

D) Deferred Leave

1.
 - a) Leaves granted under this Plan shall commence on September 1st of the third, fourth, fifth or sixth year and end on August 31st of the following calendar year, depending upon the option chosen.
 - b) A semester leave granted under this Plan shall commence at the beginning of semester two (2) and end at the end of semester two (2).
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.
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.
2. The Board shall deduct the amounts required for Income Tax, Unemployment Insurance, Canada Pension, Ontario College Teachers Dues and other statutory deductions and any benefits in the collective agreement.
3. 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.
4. Workers' Safety and Insurance Board premiums and benefits will not apply during the year of the leave.
5. Group Life Insurance, Dismemberment Insurance, Extended Health Care Plan and Dental Plan benefits will be available during the teacher's leave of absence.
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.
6. The teacher shall not be entitled to the accumulation or 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.
7. 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, Employment 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 15th DAY OF July 2005.

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

