

Niagara Secondary Collective Agreement 1999-2000

SOURCE	<i>Union</i>		
EFF.	98	09	01
TERM.	2000	08	31
No. OF EMPLOYEES	430		
NOMBRE D'EMPLOYÉS	<i>A. H.</i>		

COLLECTIVE AGREEMENT

BETWEEN

THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

(NIAGARA SECONDARY UNIT)

ARTICLE 1:00 - GENERAL PROVISIONS

1:01 Recognition of Association

- .1 The Niagara Catholic District School Board (the "Board") recognizes the Ontario English Catholic Teachers' Association (the "Association") as the sole and exclusive bargaining agent authorized to negotiate and represent all Secondary Teachers other than Occasional Teachers, as defined in Part X.1 of the Education Act, employed in the Niagara Catholic District School Board.

- .2 The terms of this collective agreement shall apply to all Teachers employed in the secondary panel by the Board. Any exceptions must be mutually agreed upon by the Association and the Board.

ARTICLE 2:00 - TERMS OF AGREEMENT

2:01 Duration and Renewal

This Collective Agreement becomes effective on September 1, 1998 and will remain in effect until August 31, 2000, and from year to year thereafter unless notice is given by either party on or before April 1 in the year of expiry.

2:02 This Collective Agreement is binding in all its clauses on all Teachers employed in the secondary panel of the Board. The Association and the Board must mutually agree upon any exceptions made for individuals.

2:03 Strikes and Lockouts

- .1 The Association will ensure that there are no strikes as long as this Collective Agreement is in force.
- .2 The Board will ensure that there are no lockouts as long as this Collective Agreement is in force.
- .3 For the purpose of this article, "strike" and "lockout" have the same meaning as under the Labour Relations Act as interpreted by the Ontario Labour Relations Board.

ARTICLE 3:00 - MANAGEMENT RIGHTS

- 3:01 The Board reserves unto itself, fully and exclusively, all management rights and prerogatives conferred on it by statute, regulation or otherwise, save and except to the extent expressly modified, curtailed or limited by any provision of this collective agreement.
- 3:02 The provisions of this Collective Agreement shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic Separate School Boards under Section 93 of the Constitution Act.

ARTICLE 4:00 -JUST CAUSE

- 4:01 No Teacher shall be disciplined, demoted or discharged except for Just Cause.
- 4:02 In the event that the Board terminates a Teacher for Just Cause, the Board shall provide the Teacher within thirty (30) working days written notice of such termination. Such notice shall state the reason(s) for termination.
- 4:03 Before any disciplinary action is taken by the Board for denominational cause, an appropriate ecclesiastical authority recommended by the Bishop of the Diocese of St. Catharines shall determine the validity of the specific denominational cause. Discipline, demotion or discharge for denominational cause shall be just cause. An appropriate ecclesiastical authority recommended by the Bishop of the Diocese of St. Catharines shall determine whether there has been denominational cause. Although the factual issues may be subject to arbitral review, an arbitrator shall not have jurisdiction to alter, amend, or modify a discharge, discipline, or demotion for denominational cause.

ARTICLE 5:00 - PROBATIONARY PERIOD

- 5:01 All teachers in the Local Teacher Bargaining Unit (LTBU) in the employ of the Niagara Catholic District School Board, on January 1, 1998 are deemed to be permanent employees.
- 5:02 .1 All Teachers newly hired to the Board shall serve a probationary period of ten (10) teaching months.
- .2 In extraordinary circumstances, the probationary period of a Teacher may be extended for an additional period of up to ten (10) teaching months on written notification by the Board to the Teacher. The Board shall discuss the reasons for and the length of the extension with the President of the LTBU prior to the notification to the Teacher.
- .3 Where a Teacher has been absent from duty for a period of twenty (20) consecutive days or more, the probationary period shall be extended by the equivalent length of time of the absence, such that the entire probationary period does not exceed ten (10) teaching months.
- 5:03 Notwithstanding clause 5:01, all teachers hired by the Board between September 1, 1997 and June 30, 1998 shall fulfil the requirements for the probationary period as defined in Article 5:02.

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6:00 - F I N A L OF THE AGREEMENT

6:01 Each Teacher shall receive one signed copy of the Collective Agreement. The cost of printing and distribution shall be jointly shared by the Board and the Secondary Unit of O.E.C.T.A. The Board agrees to tender the printing of the collective agreement in consultation with the LTBU of the Niagara Catholic District School Board.

ARTICLE 7:00 - GRIEVANCE PROCEDURES

7:01 General

- .1 A grievance under the agreement shall be defined as any difference or dispute which relates to the interpretation, application and/or administration of this Collective Agreement.
- .2 Three classifications of grievances exist: Teacher Grievance which is lodged by one individual Teacher, Unit Grievance which is lodged by the Association on behalf of a number or all the Teachers, and a Board Grievance which is lodged by the Board against the Association.
- .3 The term "days" when used in this article means calendar days excluding Saturdays, Sundays, legal holidays and the Christmas and Spring Break periods as approved in the Board's School Year Calendar.
- .4 In the computation of any time periods contained in this Article the first day shall be excluded and the last day included.
- .5 Prior to submission of a grievance, there shall be an attempt to resolve the issue through informal discussion. A Teacher, the Unit, or the Board shall discuss the situation with the Principal, the Supervisory Officer, the Board or the Unit, as appropriate, in an attempt to resolve the issues to mutual satisfaction. At any time during any of the steps of the grievance process, an attempt may be made to resolve the grievance through informal discussion with the Board and the Association.
- .6 Timelines in this Article are mandatory and not simply directory and may be amended only by mutual agreement of the Board and the Association on a case by case basis.
- .7 In the event that a grievance has been initiated and has not proceeded to the next step in accordance with the timelines in this article, then the grievance shall be deemed abandoned.
- .8 "Letter" means a registered letter or a hand-delivered letter or confirmed FAX. A registered letter is deemed to be received by a party three (3) days after posting. A FAX or hand-delivered letter is deemed to be received when written confirmation of receipt is obtained.
- .9 The Grievance Officer or Association designate shall be present at all stages in the grievance procedure.

7:02 Unit Grievance

- .1 Unit grievances as defined herein shall commence at Step III of the Teacher grievance procedure.

7:03 Board Grievance

- .1 A Board grievance shall start at Step III of the Teacher grievance procedure.

7:04 Contents of Grievance

- .1 The statement of grievance shall:
- a) be in writing, naming the party(ies) involved;
 - b) specify the article(s) which are alleged to have been violated;
 - c) contain a precise statement of the facts giving rise to the grievance;
 - d) indicate the redress sought; and
 - e) be signed by the grievor.

7:05 Teacher Grievance

.1 Step I

Failing satisfaction at the informal level, within fifteen (15) days after a Teacher becomes or ought to have become aware of the incident or circumstances which gives rise to the grievance, the Teacher shall submit the grievance to the appropriate Superintendent.

The Superintendent may meet with any relevant parties. The Superintendent shall give the decision by letter on the matter grieved to the Teacher within five (5) days of receipt of the written grievance.

.2 Step II

Within three (3) days of the receipt of an unsatisfactory reply or failing a reply, then within eight (8) days of submitting the grievance at Step I, the Teacher shall lodge the written grievance with the Director asking for a meeting to discuss the matter.

The said meeting shall be arranged and held within five (5) days of the receipt of the letter of grievance. The meeting shall be held at the Board Office during regular working hours of the Board. The Teacher shall be accompanied to the meeting by a representative of the Association.

The decision of the Director shall be given to the Teacher by letter within three (3) days following the meeting and a copy of this decision shall be forwarded to the Unit President.

Failing settlement of the grievance at Step II, the Teacher may proceed to Step III, within three (3) days after receipt of the decision of the Director.

.3 Step III

Within three (3) days of receipt of an unsatisfactory decision, or failing a reply, then within eight (8) days of submitting the grievance at Step II, the Teacher shall submit the grievance to the Chairperson of the Board specifying in detail the facts of the grievance and naming the parties involved in the grievance.

All parties involved, including a representative of the Association, shall be given the opportunity of discussing the grievance with a Committee of the Whole, within fifteen (15) days of the receipt of the grievance by the Chairperson. Either party may have legal counsel in attendance. If legal counsel is to be in attendance either party will notify the other five (5) days prior to the date of the meeting.

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The Board shall notify the Teacher of its decision by letter within three (3) days after the meeting at which the grievance was discussed.

If the grievance is still not settled, the Association may proceed to Step IV within ten (10) days of the receipt of the decision of the Committee of the Whole.

4 Step IV

Within ten (10) days after receipt of the decision, or failing a reply within twenty six (26) days of submitting the grievance at Step III, the Association shall notify the Chairperson of the Board by letter of its desire to proceed to arbitration.

Within five (5) days after notification by the Association to the Board of a decision to proceed to Arbitration, each party will appoint a nominee to an Arbitration Board and advise the other party in writing of the name of its nominee. The two nominated arbitrators shall confer and determine if the grievance can be resolved. Failing resolution they shall appoint a chairperson within five (5) days of their appointment. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Labour Relations Board who shall have the power to effect such appointment.

Each of the parties shall bear the expense of the arbitrator nominated by it and the parties shall jointly bear the expense of the Chairperson.

The Arbitrators shall not have the power to alter or change any of the provisions of the collective agreement, or to give any decisions inconsistent with the terms and provisions of said agreement and/or any provincial statutes or regulations.

All parties involved shall expedite the proceedings of the Arbitration Board. The decision of the majority of the Board shall then be final and binding on all parties. If there is no majority decision of the Board, then the decision of the Chairperson shall be final and binding.

Where the parties mutually agree, the grievance may be referred to Mediation/Arbitration in accordance with Section 50 of the Ontario Labour Relations Act.

An Arbitration Board shall not consider a grievance unless it has been properly carried through all previous steps of the grievance procedure, or unless the party opposing the grievance has refused to participate in the earlier stages of the grievance procedure.

After Step II, any actions taken by mutual consent to expedite the grievance procedure are encouraged. Any steps in these procedures expedited or by-passed by written consent between the parties shall be considered to have been carried out.

7:06

Expedited Arbitration

Expedited Arbitration, as currently provided in Section 49 of the Ontario Labour Relations Act, shall be available as provided for in legislation.

ARTICLE 8:00 - SALARY

8:01 t and Definitions

- .1 Ontario Certificates only are included in the Definitions.
- .2 No increments shall be granted nor experience recognized for salary purposes to non-certificate Teachers on Letters of Permission.
- .3 One hundred and eighty (180) days of teaching as an Occasional Teacher shall qualify as one (1) year of experience, or a proportion thereof. Eight (8) credit courses in the Day School Continuing Education program shall qualify as one ~~(1)~~ year of experience. A Teacher shall not accumulate more than one (1) year of experience in one (1) school year.
- .4 One (1) increment represents one (1) year of recognized experience, which is a year of successful teaching experience as a Teacher, as approved by the Director of Education.
- .5 "Q.E.C.O." means - The Qualifications Evaluation Council of Ontario.
- .6 "Q.E.C.O. Programme 4" means - The Qualifications Evaluation Council of Ontario Programme 4, dated October 1979.
- .7 There shall be no negative adjustment in grid placement prior to August 31, 2001 as a result of the implementation of Q.E.C.O. Programme 4 for Teachers in the employ of the Board at the date of the change.
- .8 All teaching experience must be documented by the previous Board(s) and/or by relevant organization(s) with which the experience was gained.
- .9 All teaching experience must be based on an Ontario Teacher's Certificate or the equivalent thereof.

8:02 Placement

- .1 All Teachers under this agreement will be placed on the salary grid at a level consistent with the Teacher's qualifications and recognized years of experience as a Teacher, and subject to the definitions employed in this Collective Agreement.
- .2 Teachers shall be placed on the grid effective the start of each school year or on hire at the grid step for which they have accumulated experience with all experience rounded to a full integer.
- .3 Qualification level placement on the salary grid will be determined by an Evaluation Certificate obtained from Q.E.C.O. under Programme 4, dated October 1979, and submitted to the Board under the requirements of Section 8:03.
- .4 Persons who hold a Letter of Permission shall be placed at the minimum salary in Category A I and receive no increments.

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8:03

Change in Level

- .1 Salary shall be based on qualifications and documented experience submitted at the time of hiring. It should be understood that any subsequent changes affecting certification and/or experience must be supported by approved documentation and such documentation must be provided to the Employee Relations Department before the resultant adjustment in salary is made.
- .2 The onus shall be on the teacher to secure and produce any necessary documentation within the timelines set out in article 8:02 or 8:03.
- .3 If a change in level is to be effective for a full school year, the Employee Relations Department must be notified in writing prior to October 15 of the year. The Q.E.C.O. Evaluation Certificate issued under Q.E.C.O. Programme 4, dated October 1979 must be submitted prior to December 15 of the same year. Any resultant adjustment in salary shall be made by retroactively placing the Teacher on the salary grid according to revised qualifications and recognized years of experience effective the start of the school year.
- .4 If a change in level is to be effective January 1 of a school year, the Employee Relations Department must be notified in writing prior to February 15 of the school year. The Q.E.C.O. Evaluation Certificate issued under Q.E.C.O. Programme 4, dated October 1979 must be submitted prior to March 31 of the same school year. Any resultant adjustment in salary shall be made by retroactively placing the Teacher on the salary grid according to revised qualifications and recognized years of experience effective January 1, with experience determined as per section 8:02.
- .5 When notification of a certificate arrives after the deadlines above, any resultant change in level shall be effective for the following school year.

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8:04

Grid

.1 Effective December 31, 1998

Experience	A1	A2	A3	A4
0	29213	30818	33639	36052
1	30788	32456	35393	37932
2	32449	34181	37239	39910
3	34199	35998	39181	41992
4	36043	37911	41224	44181
5	37987	39926	43374	46486
6	40036	42048	45636	48910
7	42195	44283	48016	51460
8	44470	46637	50520	54144
9	46869	49115	53155	56968
10	49391	51719	55927	59939
11	50823	53332	58832	63033
12	52255	54945	60680	64745

.2 Effective August 31, 2000

Experience	A1	A2	A3	A4
0	29801	31438	34316	36778
1	31408	33109	36105	38695
2	33102	34869	37988	40713
3	34887	36722	39970	42837
4	36768	38674	42054	45070
5	38751	40730	44247	47422
6	40842	42894	46554	49894
7	43044	45174	48982	52496
8	45365	47576	51537	55234
9	47812	50103	54225	58114
10	50385	52760	57053	61145
11	51846	54405	60016	64302
12	53055	55451	62215	66201

.3 No teacher shall suffer a decrease in salary from that paid effective December 31, 1998 as a result of the change in the grid or in the change in how experience is calculated.

8:05

Allowances

.1 An Allowance shall be paid to Teachers, in addition to salary from grid placement, for Teachers filling the following positions:

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- a) Co-ordinator \$8,000

Co-ordinator means a certified teacher who holds the necessary qualifications for the position. A Co-ordinator in accordance with the requirements under the Education Act and Regulations is responsible for co-ordination, supervision and delivery of programmes. A Co-ordinator shall serve on the basis of a renewable fixed term appointment as determined by the Board.

- b) Consultant \$5,000

Consultant means a certified teacher holding the necessary qualifications for the position. A Consultant, in accordance with the requirements under the Education Act and Regulations, assists teachers in the maintenance of quality programmes and in the improvement of the methods of instruction in a specified area of a school programme in all schools or a group of schools as determined by the Board. A Consultant shall serve on the basis of a renewable fixed term appointment as determined by the Board.

- c) Special Assignment Teacher \$nil

A Special Assignment Teacher, defined as a certified teacher qualified in the area of Special Education, shall be appointed by the Board out of the classroom to work with teachers in such areas as assessment, testing and programme delivery. The primary contacts of a Special Assignment Teacher shall be with students. The duties may complement but not duplicate the duties of a Consultant or a Co-ordinator. A Special Assignment Teacher shall serve on the basis of a renewable fixed term appointment as determined by the Board.

- .2 A person who no longer holds a position of responsibility which grants that person an allowance, no longer retains the allowance.

8:06 Allowance for Related Experience

- .1 Related technological experience shall be compensated on the basis that three (3) years of work experience shall be equated to one (1) year of teaching for the purposes of grid placement.
- .2 At the time of hiring, the Board shall notify the Teacher of the related technological experience recognition available to teachers. The Teacher shall submit documentation of the related technological experience for evaluation within sixty (60) days of commencement of employment.
- .3 In calculating related technological experience for Teachers with degrees, the years calculated shall be those years in excess of those required for admission to a Faculty of Education in Ontario.
- .4 In calculating related technological experience for Teachers without degrees, the years calculated shall be those in excess of the number of years normally required for admission to a Faculty of Education in Ontario.

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- .5 The onus shall be on the Teacher to produce evidence of such experience.
- .6 For the purpose of Article 8:06.1, related technological experience means experience directly related to the teaching assignment at the time of hiring, as determined by the Board.
- .7 Notwithstanding Article 8:06.2, Teachers in the employ of the Niagara Catholic District School Board on the date of ratification shall have sixty (60) days following ratification to submit documentation of related work experience for evaluation to their current assignment. Their placement on the grid will then be adjusted retroactively effective to the date of submission.

8:07 Method of Payment

- .1 The schedule for payment for salary shall be:
 - a) Payment every two weeks starting Thursday, September 3, 1998 and Thursday, September 2, 1999 at 1/26th of the annual salary. The dates for the payroll for the following school year will be posted in each school prior to the end of June of the preceding school year.
 - b) Such payment shall total 100% of the annual salary.
- .2 Payment for retiring Teachers or Teachers on leave shall be paid on the basis of actual days worked in the school year.
- .3 The Board shall pay all Teachers through electronic fund transfer to the financial institution of their choice.
- .4 Each pay, a code sheet explaining deductions, shall be supplied to each Teacher in a sealed envelope, delivered to his/her home school. When changes to salary or deductions are made during the school year, a written notice explaining such changes shall be sent to the Teacher.
- .5 In the event of an overpayment by the Board to any Teacher, repayment of this amount shall take place within a calendar year from the date of discovery of said overpayment, with the repayment schedule subject to consultation and consent by both parties within this time frame. In the event there is no agreement within two (2) months, then the amount shall be taken out in equal payments over the balance of the ten (10) months.
- .6 Upon the death of a Teacher actively employed by the Board, all remuneration due the deceased shall be paid to the estate.

8:08 Travel Expenses

- .1 The Board shall grant a travel allowance in the amount of \$0.29 per kilometre to Teachers who must travel in performance of their duties.

ARTICLE 9:00 - DEDUCTION OF ASSOCIATION FEE

9:01 Local Office Levy

- .1 The Board shall deduct from each member of the Local Teacher Bargaining Unit an amount to be determined by the Unit and deducted in a manner mutually agreeable to the Board and Unit.
- .2 The Board shall be notified of this amount by July 1 preceding the levy.

9:02 Provincial Association Dues

Effective September 1, 1998, the Board shall deduct from the pay of each Teacher who is within the scope of this agreement, twenty (20) equal instalments over the ten (10) months of the school year, 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 amount so deducted to the Ontario English Catholic Teachers' Association within thirty (30) calendar days of collection.

9:03 Such deductions as required under article 9:00 shall have the same meaning as "regular union dues" as defined under Section 47(2) of the Ontario Labour Relations Act.

9:04 The Association shall indemnify and save the Board harmless against any or all claims or liability arising out of the application of Article 9:00.

9:05 College of Teachers

The Board shall deduct from Teachers in equal instalments between September and December inclusive, the fee payable to the College of Teachers. Such fee shall be paid to the College of Teachers by the Board in January of each year for each teacher in the employ of the Board, or at such other time as the College of Teachers may prescribe.

ARTICLE 10:00 - BENEFITS

10:01 Coverage

- .1 The Board agrees to pay 100% of the cost of the premiums of all participating Teachers, who are eligible under the terms of the plan, subject to 10:01.2, for the Extended Medical, Dental, Group Life and Vision Care Plans.
- .2
 - a) Part-time Teachers are eligible to enrol in the benefits listed under section 10:00, but are solely responsible for the employee's share and a proportion of the Board's share of the premium cost, based on the percentage of time not employed.
 - b) Part-time Teachers currently receiving full benefits who decline an increase in employment status offer will revert to pro-rated benefits effective the first pay date following the commencement of the position that was declined. The Board shall inform the part-time Teacher of the cost of the benefits at the time of offer of full-time employment. The Teacher shall have 24 hours to inform the Board of his/her decision.
- .3 All benefits coverage shall be mandatory as a condition of employment.
- .4 There shall be mandatory coordination of benefits, following the standards of the Canadian Life and Health Insurance Association. There shall be no loss of benefit for a Teacher as a result of the coordination of benefits. Claims made under a spouse's plan may be followed by claims for the balance of any expenses not reimbursed by the spouse's plan.
- .5 The provider or agency supplying the coverage shall be at all times determined by the Board except in the case of LTD coverage, where the carrier or Agency shall be selected by the Association.
- .6 The Board shall distribute details of the group benefit plans to employees at hire and following ratification of this agreement and the completion of the harmonization of the benefit packages.

10:02 Extended Medical Plan

- .1 The Board agrees to make an extended medical plan available. The plan shall provide single and family options, with unlimited lifetime benefits.
- .2 Coverage for drugs shall be provided using a card system and shall include a \$2.00 co-payment per prescription. Generic drug substitution shall be required, unless specifically excluded by the physician on a prescription. There shall be reimbursement of Over the Counter (OTC) drugs with the submission of a prescription and receipt, subject to the \$2.00 co-payment per prescription.

10:03 Dental Plan

- .1 The Board agrees to pay premiums for a Dental Plan, equivalent to the former Blue Cross #9 Plan with a nine (9) month recall, with the covering agency selected by the Board.

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- .2 The Plan shall include: Blue Cross Rider #2 or its equivalent (denture services) with 50-50 co-insurance with no maximum; Blue Cross Rider #3 or equivalent (orthodontic services) with 50-50 co-insurance and a \$2,500 lifetime maximum per insured person; and Blue Cross Rider #4 or equivalent (major restorative - bridges and crowns) with 50-50 co-insurance and a \$3,000 lifetime maximum per insured person.
- .3 The coverage to be as outlined in the current Dental Association Schedule of Fees.

10:04 Group Life Insurance

- .1 The Board agrees to make Group Life insurance coverage available with accidental death and dismemberment clauses. Such insurance coverage shall be three (3) times salary to a maximum of \$250,000. No medical examination will be required.
- .2 Subject to the terms of the carrier, the Board shall endeavour to provide additional coverage for dependents and spouses. Such insurance shall be \$50,000 for a spouse and \$25,000 for each dependent. The cost of the coverage shall be paid entirely by those participating.

10:05 Vision Care Plan

The plan shall provide a combined maximum of \$250.00 coverage each twenty-four (24) months for joint prescriptions for the cost and/or repair of frames, lenses or contacts for each employee and dependents. For dependents 18 years or younger, the plan shall provide a combined maximum of \$250.00 coverage each twelve (12) months for joint prescriptions for the cost and/or repair of frames, lenses or contacts.

10:06 Long Term Disability Insurance

- .1 The Board agrees to administer the Ontario Teachers' Insurance Plan (Option D) on behalf of the Teachers. The Board shall effect the necessary premium deductions from payroll and shall administer it in accordance with all terms and conditions. The Teachers shall pay the necessary premiums.
- .2 Teachers who have qualified for Long Term Disability shall continue to accumulate seniority for the time absent, but shall not gain experience.
- .3 All terms and conditions of redundancy shall apply to a Teacher resuming duties after a period of disability on the L.T.D. plan.
- .4 All eligible Teachers on staff must, as a condition of employment, enrol in the Long Term Disability Plan.
- .5 Teachers shall make application for LTD coverage and, if approved, shall receive such benefits. In the event that such Teacher is denied LTD benefits, such Teacher shall be eligible to access sick leave credits.

10.07 Benefits for Retirees

The Board shall make available to each Teacher upon retirement an election to enrol in

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the benefit plans as outlined in Article 10. The retired Teachers shall form a separate group in the plan and shall assume the full cost of the required premiums. These shall be payable at least monthly in advance or as otherwise agreed upon by the Board and the retired Teacher.

10:08 Benefits Review Committee

- .1 The Board shall form a Benefits Review Committee whose mandate is to include but is not limited to receive and study:
 - a) cost of the plans
 - b) factors influencing cost
 - c) financial data
 - d) usagedata
 - e) designs of the plans
 - f) proposals for tendering
 - g) additional riders
 - h) study of ODA fee schedule
 - i) benefit plan for retirees
- .2 The committee shall function as follows:
 - a) one (1) designated representative shall be invited from each employee group of the Board and up to three(3) representatives from the Board.
 - b) the committee shall meet semi-annually, with the 1st meeting no later than November 1.
 - c) the parties shall report to their respective groups by April 30.
 - d) the Board shall retain its right to select the carrier, except for Long Term Disability, but shall do so in accordance with each employee group's collective agreement.

10:09 Employee Assistance Program

The O.E.C.T.A. Secondary Unit shall contribute an amount each year to assist the Board to provide an Employee Assistance Program. For the secondary panel teachers, the O.E.C.T.A. Secondary Unit shall bear one-third (1/3) the cost of the program for their Teachers with the Board bearing two-thirds (2/3) of the cost of the program.

10:10 Retirement Gratuity

- .1 For regularly employed Teachers in the schools of the former Lincoln County RCSSB on August 31, 1984 and for Teachers employed on June 30, 1998 in schools of the former Welland County RCSSB, a retirement gratuity for accumulated sick leave will be paid to Teachers with a minimum of ten (10) years teaching with the Board or its predecessors.
- .2 The retirement gratuity shall be to a maximum of 50% of the salary of the year immediately preceding retirement, subject to the following calculation:
Cumulative sick leave credit accumulated at this Board or its predecessor Boards to a maximum of two hundred (200) days X 1/2 X Teacher's actual salary on grid at June 30, 1998.

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- .3 In the event of the death of a Teacher receiving retirement gratuity payments, the unpaid balance shall be paid to the deceased's estate.
- .4 A retiring Teacher is one who ceases to be employed by the Board and is receiving a pension under the Teachers' Pension Act of Ontario and is not resigning to take another position or being dismissed for cause.
- .5 The method of payment shall be by mutual consent, but all payments must be made within a three year period of the retirement or death of a Teacher.

10:11 Group Registered Retirement Savings Plan

- .1 For individual full-time Teachers hired on or after September 1, 1998, the Board shall contribute \$250.00 per year as a taxable benefit, to a maximum of six (6) years, to a Registered Retirement Savings Plan. Contributions for part-time Teachers shall be prorated.
- .2 For those Teachers from the former Lincoln County Catholic School Board ineligible for a Retirement Gratuity and employed on June 1, 1998, the Board will pay as a taxable benefit \$750.00 per year to a maximum of four (4) years, to a Registered Retirement Savings Plan. Contributions for part-time Teachers shall be prorated.
- .3 The details of the plan are subject to legal advice and are to be contained in Appendix A to this collective agreement. Details of the plan contained in Appendix A shall be in place as of March 15, 1999 but no later than April 30, 1999.
- .4 The annual investments shall be remitted to the fund manager within thirty (30) days of the commencement of employment and/or before September 30 in each year.
- .5 The funds contributed shall form a trust for the benefit of the participating Teacher(s) and shall not be withdrawn or paid out until the Teacher leaves the employment of the Board.
- .6 The fund shall be managed by a mutually acceptable professional fund manager and/or by an accredited firm.
- .7 The Board and the Association makes no warranties, representations or guarantees of the rate of return on the investment.

10:12 Optional Group Registered Retirement Savings Plan

The contract is between the individual Teacher and the insurance company. The Board will deduct the premium as indicated by each Teacher and remit said premiums to London Life.

The Board's responsibility shall be limited to deduction and remittance of the premiums only.

ARTICLE 11:00 - LEAVES

11:01 Cumulative Sick Leave Plan

General

- .1 The Cumulative Sick Leave Plan shall apply to all Teachers covered by this Collective Agreement.
- .2 All Teachers under full-time employment with the Board shall receive twenty (20) days of sick leave per school year.
- .3 Where a Teacher commences employment after September 1 in any year, the sick leave of twenty (20) days shall be prorated on the basis that twenty (20) days bear to one (1) year of employment (i.e. 2 days per month).
- .4 Part-time Teachers shall be prorated according to contractual time. Sick leave credit will be given at the start of the school year or date of hire (if after September 1).
- .5 Each Teacher shall have all of his/her unused sick leave allowance for the year placed to his/her credit as an accumulated sick leave reserve to a maximum of three hundred (300) days.
- .6 The payment of sick leave claims to any Teacher shall automatically reduce the accumulated reserve of that Teacher by the number of days represented by such payment.
- .7 If, because of absence, a Teacher's cumulative sick leave credit has been reduced, it may be built up again in subsequent years.
- .8 If a Teacher is away from the Niagara Catholic District School Board staff on Leave of Absence including a Sick Leave of Absence, his/her accumulated sick leave credits shall carry on but no credits will be given for the period of absence nor is the plan accessible over the period of the absence.
- .9 Transfer of Credit
 - a) Teachers on staff on January 1, 1998 shall receive those sick leave credits to which they were entitled with the Lincoln County RCSS Board or the Welland County RCSS Board effective December 31, 1997, and any credits accrued during the period from January 1, 1998 to June 30, 1998.
 - b) A Teacher coming to this Board from another Board (without any other intervening employment) which has an accumulative sick leave plan shall have such credits transferred provided no retirement gratuity has been paid on the basis of such accumulated sick leave.
 - c) Teachers employed by the Board who are released due to redundancy but later rejoin the Niagara Catholic District School Board when recalled from the List of Recall shall have their sick leave credit carried over from the first to the second period. There shall be no credit for any intervening employment.

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.10 Deductions

- a) Where a Teacher is absent for more than ten (10) consecutive teaching days, the Teacher shall provide the Board with a medical certificate from the Teacher's doctor and such certificate shall include a possible date for return to work.
- b) Where a Teacher is absent for ten (10) days or less, no medical certificate is required to be submitted by the Teacher unless advance notice has been given to the Teacher by the Board.

.11 Statement of Accumulated Sick Leave

The Board agrees to provide each Teacher, on or before September 30 of the school year, a written statement including:

- a) the accumulated days of sick leave as of the previous June 30
- b) the number of days deducted during the school year ending as of the previous June 30.

11:02 Workplace Safety and ~~sure~~ ~~ave~~ ~~fits~~

- .1 An employee shall continue to be covered by the benefits under Section 10:00 while in receipt of benefits from WSIB.
- .2 A Teacher who is absent and in receipt of benefits from WSIB may elect to utilize sick leave credits in order to receive 100% of salary.
- .3 The Board, the Association and the Teacher shall all endeavour to ensure that the Teacher is returned to work as soon as possible. To this end, the Board will provide prompt notice to the Association of those Teachers who submit to receive WSIB benefits and all parties shall ensure that information is shared to provide for a timely return to work.

11:03 Association Leave

- .1 The President(s) of the LTBU shall be granted, upon request, a leave of absence. Such a request shall be made on or before May 31.
 - a) The salary and pro-rata share of the benefit costs shall be paid by the Association.
 - b) Seniority, experience, and sick leave credits shall continue during the leave.
- .2 In the event that a 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. The Board shall grant a leave to the Teacher named by the Association as Interim President during the period of appointment.

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- .3 The Association shall be allowed a maximum of a further twenty (20) days without loss of salary or deduction from sick leave credits for any member of the LTBU designated by the Association. The Association shall reimburse the Board for the actual cost of the Teacher on leave.
- .4 The President(s) shall be returned to a position as similar as possible to that vacated when the leave commenced.
- .5 A teacher holding a position of responsibility (Consultant or Co-ordinator) who takes a leave of absence for Association business thereby relinquishes the position of responsibility for the duration of the leave of absence. The allowance attached to the position of responsibility shall be maintained.

11:04 Bereavement Leave

- .1 A Teacher shall be entitled to a leave of absence from the date of death to the date of interment, to a maximum of five (5) days, without deduction of salary or sick leave credit to attend a funeral of a member of his/her "Immediate Family".
- .2 The "Immediate Family" shall include the blood relative or relative through legal adoption of either the employee or the employee's spouse: Husband, Wife, Son, Daughter, Father, Mother, Guardian, Brother, Sister, Grandfather, Grandmother, Grandchild, Step-child and Step-parent.
- .3 If the distance to the funeral is 800 kilometres or more (one way) from the Teacher's residence, one (1) additional day of bereavement leave shall be granted.
- .4 Two days of bereavement leave for all other occasions may be allowed with the approval of the appropriate Supervisory Officer.
- .5 Where the deceased is cremated or where for any reason the body cannot be interred within five (5) days of death, the leave shall not be more than three (3) school days. The Teacher shall be granted an additional day to attend the interment of the deceased.

11:05 Pregnancy and Parentinn Leave

- .1 Under the Employment Standards Act, R.S.O. 1996 as amended, a teacher shall be eligible to a maximum of thirty-five (35) weeks of unpaid leave: consisting of seventeen (17) weeks of pregnancy leave and eighteen (18) weeks of parental leave.

In this Article,

"pregnancy leave" means a leave of absence under subsection 35(1) of the Act,

"parental leave" means a leave of absence under subsection 38a(1) of the Act,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

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.2 Under the Employment Standards Act, a teacher who is a parent of a child is entitled to parental leave following (i) the birth of his/her child; or (ii) the coming of the child into his/her custody, care and control for the first time.

.3 Pregnancy Leave

- a) A pregnant teacher who started employment with the Board at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.
- b) The teacher may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- c) The teacher must give the Board,
 - (i) at least two (2) weeks written notice of the date the leave is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner stating the expected birth date.
- d) Clause 11:05.3(c) does not apply in the case of a Teacher who stops working because of complications caused by the pregnancy or because of premature delivery, still-birth or miscarriage.
- e) The Teacher described in 11:05.3(d) must, within two (2) weeks of stopping work, give the Board,
 - (i) written notice of the date the pregnancy leave began or is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner.
- f) The pregnancy leave of a Teacher who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.
- g) The pregnancy leave of a Teacher who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- h) The pregnancy leave of a Teacher ends on a day earlier than the day provided for in (f) or (g) if the Teacher gives the Board at least four (4) weeks written notice of that day.

.4 Parental Leave

- a) A Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following,
 - (i) the birth of his/her child; or
 - (ii) the coming of the child into the custody, care and control of a parent for the first time.

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- b) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- c) The parental leave of a Teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- d) The Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- e) Clause 11:05.4(d) does not apply in the case of a Teacher who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- f) The parental leave of a Teacher described in 11:05.4(e) begins on the day the Teacher stops working.
- g) **A** Teacher described in 11:05.4(e) must give the Board written notice that the Teacher wishes to take leave within two (2) weeks after the Teacher stops working.
- h) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the Teacher gives the Board at least four (4) weeks written notice of that day.

.5 Change of Notice to Begin Leave

- a) **A** Teacher **who** has given notice to begin pregnancy leave or parental leave may change the notice,
 - (i) to an earlier date if the Teacher gives the Board at least two (2) weeks written notice before the earlier date; or
 - (ii) to a later date if the Teacher gives the Board at least two (2) weeks written notice before the date leave was to begin.
- b) **A** Teacher who has given notice to end leave may change the notice,
 - (i) to an earlier date if the Teacher gives the Board at least four (4) weeks written notice before the earlier date; or
 - (ii) to a later date if the Teacher gives the Board at least four (4) weeks written notice before the date the leave was to end.

.6 During a Teacher's pregnancy leave or parental leave, the Board shall continue to make the Board's contributions for any plan described above unless the Teacher gives the Board a written notice that the Teacher does not intend to pay the Teacher's contributions, if any.

.7 Seniority and experience continues to accrue during pregnancy leave or parental leave.

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- .8 Upon completion of the leave, the Board shall reinstate the Teacher who has taken pregnancy leave or parental leave to the position the Teacher most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- .9 If the Board's operations were suspended or discontinued while the Teacher was on leave and have not resumed when the leave ends, the Board shall reinstate the Teacher, when the operations resume, in accordance with the Board's seniority system or practice, if any.
- .10 The work week for Teachers for the sole purpose of Employment Insurance shall be deemed to be forty (40) hours per five (5) day week. Part-time Teachers shall be prorated.

11:06 Additional Parental Leave

- .1 In addition to the parental leave provided in 11:05.4, Teachers shall be eligible for additional parental leave without pay under the following conditions:
 - a) First Extension
Upon request of the Teacher made thirty (30) days prior to the expiry of the leave, the Board shall extend leaves to end during the same school year at the completion of Semester I or the completion of Semester II as chosen by the Teacher.
 - b) Second Extension
Upon request of the Teacher, made at any time after the commencement of the first extension and thirty (30) days prior to its expiry, the Board shall grant a further extension of such leave for one additional school year.
 - c) A Teacher may purchase benefits in accordance with Article 10 of the collective agreement. The Teacher shall reimburse the Board for 100% of the premiums on a monthly basis in advance.

1 11:07 Teacher Financed Leave Plan

- .1 Any Teacher with the Board is eligible to participate in the Plan.
- .2 The Teacher shall make arrangements with the Superintendent of Education or his/her designate for determining the year in which the leave shall be taken and the percentage of regular teaching salary to be held back for each year of teaching prior to taking the leave.
- .3 The salary that is held back by the Board shall be held in the Teacher's name. Interest shall accrue at the Board's borrowing rate of interest. The accrued interest shall be paid annually, as required by Revenue Canada.
- .4 Applications for participation in the Plan must be filed no later than January 31 of the school year prior to the school year in which the Plan will commence.

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- .5 Written acceptance or denial of such application will be forwarded to the Teacher by May 1 of the school year prior to which the Plan will commence.
- .6 The schedule of payments to the Teacher during the absence shall be in accordance with the collective agreement salary schedule payment in the year in which the leave is taken or as a lump sum at the beginning of the leave.
- .7 The Board shall pay premium contributions during the absence, with the Teacher responsible for his/her portion of any premium.
- .8 Seniority shall continue to accrue during the leave under the Plan.
- .9 Teachers declared redundant in any year of the Plan will be required to withdraw. Any funds along with accrued interest shall be paid to the Teacher, in a manner agreed to by the Board and the Teacher.
- .10 If the Teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the Teacher the full amount of salary withheld up to that point along with any accrued interest, in a manner agreed to by the Teacher and the Board. If the Teacher dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest on a date specified, in a manner as agreed to by the Board and the executors or administrators of the estate.
- .11 The Board shall place the Teacher, upon return to duty, to the same school in a position equivalent to that held at the commencement of the leave of absence, in accordance with the collective agreement.
- .12 Sick leave credits will not accumulate during the year spent on leave. Upon return, the Teacher shall be credited with the same number of sick leave days accumulated before going on the leave.
- .13 If a Teacher decides not to return to the Board following a Teacher-Financed Leave, the Board shall be notified as soon as possible of this decision and not later than April 1 of that year.
- 14 A Teacher may withdraw from the Plan at any time prior to six (6) months before the commencement of the leave. Any monies accrued plus interest shall be paid to the Teacher within sixty (60) days.

11:08

Personal Days

- .1 A Teacher shall be granted two (2) days for personal reasons for which the cost of a Supply Teacher shall be deducted from his/her salary. This day shall not be deducted from sick leave credit.
- .2 The day will not be at the beginning or end of a holiday or holiday weekend.
- .3 Permission must be requested ten (10) days in advance, except in certain emergency situations. Where appropriate notice is not possible, the personal day may be granted at the discretion of the appropriate Superintendent upon request for the stated emergency.

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11:09 Court Leave

A Teacher shall be granted a leave of absence without loss of salary or sick leave if summoned to serve as a juror, or by subpoena as a witness in any proceeding to which he/she is not a party. The Teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses, that he/she receives as a juror or as a witness.

11:10 Quarantine Leave

A Teacher shall be granted a leave of absence without loss of pay or without deduction from sick leave credit due to quarantine because of illness of someone in a Teacher's residence other than the Teacher.

11:11 Professional Leave

- .1 A Teacher shall be entitled to a leave of absence of up to one (1) day without **loss** of salary or sick leave credits to permit him/her to write an examination(s) leading to the advancement of the person's qualifications or to attend a graduation ceremony.
- .2 An absence under this clause shall be for the period of the examination only, plus any required travel time to the place of the examination/graduation, and up to but not exceeding two (2) days in any one (1) school year.
- .3 A Teacher may be entitled to a leave of absence without deduction of salary or sick leave credits for conferences, seminars and workshops approved by the Director of Education or his/her designate.
- .4 A Teacher may be absent for other professional purposes, subject to the approval of the Director of Education.

11:12 Secondment Leave

- .1 Prior to the secondment from the Board, the Board and the Teacher shall determine the terms of Secondment.
- .2 Each year of the secondment shall be counted as a full teaching year for experience and seniority except when such Teacher assumes the position of Principal or Vice-principal.

11:13 Leave of Absence

- .1 A Leave of Absence without pay of up to two (2) years may be granted at the discretion of the Director upon submission of a written request stating the reasons for such leave.
- .2 There shall be no loss of accumulated sick leave for such an absence.
- .3 A Teacher granted a Leave of Absence shall be given a position comparable with the previous position upon return to duty in accordance with the collective agreement.
- .4 The Teacher shall continue to accrue seniority while on the Leave of Absence.

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11:14 Inclement Weather

A Teacher shall be granted a leave of absence without loss of pay and without deduction from sick leave where emergency weather conditions prevent a Teacher travelling to any Niagara Catholic District School Board school after a reasonable attempt **is** made. A Teacher must notify the Board on the day s/he is absent due to the emergency and provide the Board with reasonable proof in writing on his/her return to active duty.

11:15 Compassionate Leave

A Teacher may be granted a leave of absence for compassionate reasons, upon request, by the Director of Education. Such leave shall be without **loss** of pay and without deduction of sick leave credits.

12:00 - WORKING CONDITIONS

12:01 To maintain quality education, the Board will endeavour to provide single grade classrooms where possible.

12.02 Teacher Staffing Assignments

- .1 Each classroom teacher shall be assigned 1250 minutes instructional time per week on average over the school year.
- .2 Of the 1250 minutes, 1125 minutes shall be assigned to instruction in programs for credit. In the context of the current organization of two semesters with four classes per day, this means teaching six (6) of eight (8) classes per school year with a maximum of three (3) classes per semester.
- .3 The balance of the 1250 minutes of instructional time, that is, the 125 minutes per week shall be assigned in accordance with the regulations. Such time shall not be for credit earning classes, that is the teacher shall not be the teacher of record for such classes. Such allocation of time shall not include team teaching. Teachers assigned such additional instructional time may be re-assigned within the school by the Principal to the classes of absent teachers. Such re-assignment shall be credited to the instructional time of the teacher.

The aforementioned instructional time may be assigned to the following areas:

- library or media instruction
 - guidance and counseling
 - remedial class to provide assistance to pupils in completing credit programs
 - special education programs
 - English as a Second Language
 - other credit bearing activities (non credit earning)
- .4 (a) Each full-time secondary teacher shall be time-tabled a minimum of 250 minutes per week during the instructional day exclusive of lunch and supervision for the purposes of preparation and planning.
 - (b) A maximum of one fifty (50) minute on-call period per week may be assigned to a teacher from the aforementioned planning and preparation time in emergency situations.
 - (c) Planning and preparation time shall be assigned in blocks of at least thirty-five consecutive minutes. No teacher shall have a two day period without preparation and planning time scheduled unless mutually agreed to **by** the teacher and the Principal.
 - .5 Classroom Teachers shall include all Teachers who deliver credit earning programs including teachers of special learning classes. Planning and preparation time shall not be provided for full time program teachers as follows: guidance teachers, teacher librarians, consultants, coordinators, special assignment teachers, teacher chaplains and resource teachers (inclusive of ENS assignments). Program teachers assigned part time to classroom instruction shall receive planning and preparation time on a pro-rata basis.

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- .6 Part time teachers shall be assigned instructional time including the additional 125 minutes per week, on-call, preparation time and supervision time on a pro-rata basis.
- .7 The planning and preparation time shall be during the instructional day and outside any assignment to other duties.

12:03 Committees

- .1 The Association and the Board agree to establish a System Staffing Committee composed of up to five (5) representatives appointed by each party to:
 - (a) investigate innovative ways to utilize the 1250 minutes of instructional time per week which meets the requirements of Bill 63 and the collective agreement; and
 - (b) analyze any submission presented by a School Staffing Committee.
 - (c) report the findings to the respective parties thirty (30) days prior to the end of the semester;
 - (d) review and analyze staffing levels for program areas for report by January 30, 2000.
 - (e) make recommendations to the Board and the Association.
- .2 Each school shall establish a School Staffing Committee composed of up to three (3) Teachers selected by the school staff and shall include the Principal and Vice-Principal(s) to:
 - (a) analyze the assignment of instructional time and supervision duties within the school prior to the commencement of each semester; and
 - (b) monitor the above assignment during the semester;
 - (c) make submissions to the System Staffing Committee regarding the use and assignment of instructional time, on-call and supervision duties within each school to identify best practices.

12:04 Program Chairs

- .1 Effective September 1, 1999, the Board shall appoint a minimum of fifty (50) Program Chairs assigned to the secondary schools of the Board. Additional program chairs may be assigned at the sole discretion of the Board. Program Chairs shall be appointed for up to a three (3) year term appointment, renewable once at the sole discretion of the Board.
- .2 All Program Chair positions shall be posted.
- .3 The allowance for a Program Chair shall be \$5,000 annually.
- .4 Selection of Teachers into Program Chair positions shall be at the sole and exclusive discretion of the Board.

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12:05 Lunch Break

Each unit member shall be assigned a forty (40) minute uninterrupted lunch break. No Teacher shall have her/his lunch scheduled within the first period or the last period of any school day.

12:06 School Year

No Teacher shall be required to report to work prior to the commencement of the school year as defined in Regulation 304, Section 2, 3, 4, and in accordance with Section 171 ss 2, 3, 4, and 5 of the Education Act, unless directed through Board policy. Prior to the decision of the Board to effect such policy, the Board shall consult with the Association.

ARTICLE 13:00 - ACCESS TO INFORMATION & REPRESENTATION

13:01 Personnel Files

- .1 A Teacher shall have access during normal business hours to his/her personnel file, upon reasonable notice to the Personnel Department. A Teacher shall also have access to his/her personal in-school data file. The Teacher may copy any material contained in these files.
- .2 If a Teacher disputes the accuracy of his/her file, s/he can request in writing the removal of a specified item or its correction and have such a letter included as part of the Personnel file. If removal is agreed to by both parties, then the document shall be destroyed with both parties present.
- .3 A Teacher shall receive a copy of any evaluation or assessment report concerning him/her, and it shall indicate if the evaluation or assessment is to be included in the Teacher's personnel file. The Teacher shall acknowledge that s/he had the opportunity to review such material by affixing his/her signature. The Teacher may also write comments concerning the assessment or evaluation that will be included in his/her file.

13:02 Information to the Association

- 1 Upon written request, the Board shall make available by March 30, to the President of the LTBU, the following information on each secondary panel teacher employed by the Board:
 - *teacher's name
 - *date of hire
 - *salary
 - *years of experience
 - *category placement
 - *school/assignment
 - *percentage of time employed
 - *benefits enrolment and participation (family/single)
- .2 The Board shall notify the President of the LTBU by March 30 of any teacher who is on:
 - *LTD
 - *an "X" over "Y" (Teacher Financed Leave Plan)
 - *a maternity/parental leave
 - *a leave of absence over thirty (30) days
 - *reassignment to Board office or other agencies
 - *resignations
 - *retirements

13:03 School e: t

- .1 The Board acknowledges the appointment of one (1) Association representative (union steward) as union representative at each school and/or Board site.

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- .2 Where a Teacher is required to attend a meeting which is disciplinary or may be deemed disciplinary in nature, the Teacher shall be entitled to request the attendance of a union representative. The timing of the meeting shall allow for such representation, both parties acting reasonably.

13:04 Association Representation

- .1 If a Teacher is requested to meet with a representative(s) of the administrative staff and/or Board of Trustees, s/he shall be allowed to have O.E.C.T.A. representation and/or legal counsel in attendance.
- .2 Where the Board establishes a committee requiring Association representation, the Association member shall be appointed by the Unit Executive.

ARTICLE 14:00 - PROFESSIONAL DEVELOPMENT

14.01 The Board and the LTBU shall co-ordinate professional development activities where **feasible.**

ARTICLE | - STAFFIN

15:01 Seniority

- .1 Seniority shall mean the length of continuous service in either the elementary or secondary Local Teacher Bargaining Unit (LTBU) with the Board or the predecessor Boards from the most recent date of hire.
- .2 For the purpose of this Article, "continuous service" shall include being on the Recall List, exchange teaching, secondment/loan to another employer, Association leaves and any and all leaves taken with the approval of the Board.
- .3 No Teacher in the LTBU employed by the Board shall gain or lose any seniority accumulated to January 1, 1998 with the predecessor boards by the definition in 15:01.1.
- .4 Seniority List: is a list that states the name, date of commencement of employment from the most recent date of hire, and seniority of each Teacher in the LTBU employed by the Board as at a specified date.
- .5 The seniority list is to be established by the LTBU and the Board no later than two (2) weeks after the specified dates, which shall be October 31 and February 28 annually. The list shall be posted in each school thereafter.
- .6 A Teacher who considers that his/her position on the list is incorrect must report the potential error in writing to the LTBU and the Board by November 30 and March 31 annually. The LTBU and the Board shall review the received concerns and respond and issue a revised list, if required, prior to January 15 or May 1 respectively.
- .7 Part-time Teachers in the LTBU shall be pro-rated solely for Article 15:01.8 below.
- .8 When the seniority of one or more Teachers in the LTBU is equal, the determination of their respective positions on the Seniority List shall be based upon the following criteria, and in order:
 - i) total years of service with this Board and its predecessor Boards
 - ii) total years of teaching experience in Ontario
 - iii) total years of teaching experience
 - iv) by lot, drawn in the presence of a representative(s) from the LTBU
- .9 A Teacher's seniority will be terminated when:
 - a) the Teacher resigns or retires from his/her employment with the Board,
 - b) the Teacher is discharged and such discharge is not reversed,
 - c) the Teacher is appointed to a Principalship or Vice-Principalship with the Board.
- .10 Principals and Vice-Principals who are declared redundant by the Board after April 1, 1998 shall have their seniority recognized only in accordance with Regulation 90/98 of the Education Act.

15:02 Redundancy

.1 Definitions

- a) Redundancy is a situation which exists when the total number of Teachers required is less than the total number employed.
- b) Redundant Teacher is a Teacher for whom no teaching position is available and whose employment with the Board has been terminated.
- c) Right of Recall is the right of Teachers, in accordance with the Collective Agreement, to be rehired by the Board to teaching positions within twenty-six (26) months of the date of termination for reason of redundancy.
- d) List of Recall is a list of Teachers who have been declared redundant in direct order of seniority with the Board.

.2 Declaration of Redundancy

- a) Where staffing reductions may be necessary due to redundancy, the Director of Education or designate shall meet with the Association or its representative(s) to inform them of the situation.
- c) When reduction of teaching staff is effected, reduction will be applied in the following order:
 - i) normal attrition
 - ii) seniority
 - iii) system curriculum needs
- d) Where a Teacher may be declared redundant due to lack of special qualifications needed to meet system curriculum needs, the Board shall retain such Teacher where the Teacher makes a commitment to become qualified prior to the commencement of the assignment. In the event that the Teacher fails to become qualified, such Teacher shall be declared redundant and placed on the recall list notwithstanding any other notice provisions.
- d) A Teacher shall receive written notification of termination of employment due to redundancy by May 15. A copy of such notice shall be provided to the Association. The notification shall indicate that the sole reason for termination is due to redundancy. Termination shall be effective August 31.
- e) A Teacher declared redundant in the secondary panel shall be offered a position in an elementary panel vacancy, which the Board intends to fill, if the Teacher holds the necessary qualifications including any required special qualifications.
- f) The Board shall provide a list of redundant Teachers, stating school location and seniority, to the LTBU.

.3 Staff Recall

- a) In the event that a vacancy still exists after all surplus Teachers have been placed and transfer decisions have been made, the Board shall first offer positions to the qualified Teacher with the highest seniority on the List of Recall. The Teacher shall have a maximum of forty-eight (48) hours to accept or reject the position offered.
- b) Teachers reinstated shall be granted full recognition for accumulated seniority as if their employment with the Board had not been terminated. Employees who accept an offer of recall shall be eligible for all postings and transfers from the date the recall was accepted. Full benefits shall be provided upon the date of re-hire, without any waiting period.
- c) Teachers who refuse an offer of employment under clause 15:02.3 shall lose all seniority and shall have their names removed from the List of Recall.
- d) A Teacher declared redundant in the elementary panel may be offered a position in the secondary panel after all secondary Teachers have been transferred or recalled provided the redundant elementary Teacher holds the necessary qualifications.

ARTICLE 16:00 - TEACHER TRANSFERS

16:01 Surplus teachers

- .1 Surplus Teachers are Teachers not required at a school, as determined by the Board.
- .2 Surplus List is a list of surplus Teachers.
- .3 Vacancy is an available teaching position to which no Teacher has been assigned.
- .4 Vacancy List is a list of available teaching positions.
- .5 Surplus Teachers shall be determined on the basis of the programme needs of the school, as determined by the Principal and the Superintendent of Schools. The Teacher is to be notified in writing **by** the Principal prior to April 27 for the following school year. If required, seniority shall be a determining factor. **A** Teacher may indicate to the Principal that s/he wishes to be designated surplus where a designation may be required.
- .6 Surplus Teachers, in order of seniority, shall select vacant positions from the Vacancy List prior to a general posting process.
- .7 Surplus teachers shall continue to be offered first access to vacant positions above until all surplus Teachers are placed. Surplus Teachers may apply to other vacant positions through postings.
- .8 When there is a Surplus Teacher (as defined in Section 16:01.5) on a school staff during the current school year, the senior administration will declare a Teacher on that staff as "surplus" and effect the transfer necessary to meet overall system requirements. Teachers declared "surplus" during the current school year may request a transfer as in 16:01.7 and shall be afforded their choice of school placement if a position is available in the following school year, subject to clause 16:03.
- .9 The list of surplus teachers shall be modified on the basis of retirements, resignations, etc.

16:02 Teacher Postings

- .1 Vacancies which occur after June 5 of the preceding school year will be filled by surplus, seconded, redundant, new Teachers, Teachers who have expressed an interest in the position, or Teachers designated under Article 16:03 or Article 16:04.
- .2 The Board shall post all new and/or vacant positions for the following school year after May 20, following the assignment of all surplus teachers. The final posting, if required, shall occur on June 5.
- .3 Where a vacancy occurs in the staff of a school, the Principal, in consultation with the appropriate Superintendent, may reassign existing staff of the school. The resulting vacancy is the one that will be posted system wide.

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- .4 Written applications (including by FAX or e-mail) shall be received by the Employee Relations Department within three (3) working days of the posting.
- .5 Selection of the successful applicants for these vacant positions shall be completed within three (3) days of the posting closing. The Board undertakes to be reasonable in the selection of Teachers for positions under this process.
- .6 The Board shall endeavour to inform all Teachers of their assignment for the following school year prior to the last teaching day of the current school year.
- .7 Teachers who have been declared surplus shall be given the same considerations as all other Teachers in the selection for placement.

16:03 Board Initiated Transfers

- .1 Notwithstanding any other provision in the Collective Agreement, the Board reserves the right to transfer Teachers into positions at any location within the Board, so as to meet the needs of the Board.
- .2 Reasons for the transfer shall be provided in writing to the Teacher.

16:04 Teacher Requested Transfer

- .1 A Teacher may request a transfer at any time in the school year by applying in writing to the appropriate Superintendent.
- .2 Such a transfer may be effected at any time in the school year, with the mutual consent of the Teacher and the Board.
- .3 The Teacher involved in the transfer request must hold the Ministry of Education minimum qualifications required for the new position at the time of request for transfer.
- .4 The Board may select appropriate qualified Teachers from those expressing an interest in a position(s). A Teacher may decline a transfer if offered a position under this process.

16:05 Newly Created Positions

- .1 Newly created positions will be posted in all secondary schools, subject to clauses 16:02 and 16:03.
- .2 The Association shall be informed before the posting of all new **job** classes.
- .3 All newly created job classes and allowances will be included in the Board's proposed changes to the Collective Agreement. If negotiations are in progress, the clause(s) will be included in the current proposal from the Board. If the Collective Agreement has been settled, the Board shall provide the LTBU with a job description for the new job class.
- .4 In all cases of new job classes not specified in this Agreement, the Board shall negotiate allowances with the Association. If agreement cannot be reached within thirty (30) days of the effective date of appointment, either party may refer the matter to a single arbiter,

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selected jointly by the parties. Notwithstanding the aforementioned statement, the Board may elect to pay the successful candidate subject to the decision of the arbiter.

16:06

Acting Administrator

- .1 The parties recognize that from time to time school administrators (Principals and Vice-Principals) may be absent temporarily from their duties. To accommodate such absences a Teacher may be appointed an Acting Administrator for a period not to exceed forty (40) consecutive school days. Such leave is to be utilized for short term absences for illness, accidents and/or pregnancy/parental leave.
- .2 An Acting Administrator shall not be a Principal or a Vice-Principal within the terms of Part X.1 of the Education Act and shall remain a member of the bargaining unit and shall not be a supervisor for the purposes of the Occupational Health and Safety Act.
- .3 No Teacher shall be assigned the duties of an Acting Administrator without his/her consent.
- .4 An Acting Administrator shall remain a member of the bargaining unit for the duration of the appointment and shall retain all rights and privileges accorded under the terms of the Collective Agreement.
- .5 Except for as provided in the Teaching Profession Act and Regulations thereunder, a Teacher assigned as an Acting Administrator shall not be required to participate in the formal evaluation of another member of the bargaining unit.
- .6 The Board agrees to replace a Teacher who accepts a position as an Acting Administrator with an Occasional Teacher when required.
- .7 An Acting Administrator shall be compensated at the daily rate of thirty dollars (\$30.00) for absences of up to ten (10) school days, and at the daily rate of fifty dollars (\$50.00) for absences in excess of ten (10) school days.

ARTICLE 17:00 - RETIREMENT OR RESIGNATION

- 17:01 A Teacher shall provide thirty (30) school days of notice prior to retiring or resigning from the Board. Retirement with less notice shall only be on mutual consent of the parties.
- 17:02 A Teacher shall normally retire on the completion of a semester.

CONTINUING EDUCATION

- 18:01 Continuing Education Teachers shall be teachers of credit courses where students are carried on a continuing education register. Continuing Education teachers shall be employed on a term specific contract(s) for a particular course(s).
- 18:02 All Day School Continuing Education Teachers shall be paid at an hourly rate of \$32.50. The above shall be inclusive of vacation pay and any other statutory payments. Teachers currently earning above this rate shall be "red circled".
- 18:03 All Night and Summer School Continuing Education Teachers shall be paid at an hourly rate of \$32.00. The above shall be inclusive of vacation pay and any other statutory payments.
- 18:04 Teachers of the Master Tutor Programme shall be paid \$11.00 per lesson.
- 18:05 Notwithstanding any other provision of this agreement including without limiting the generality thereof the recognition clause, the only provisions of this collective agreement pertaining to the Continuing Education Teachers is the Grievance procedure as it pertains to an alleged violation, misinterpretation or misapplication of clause 18:00.
- 18:06 When LTBU teachers have been declared redundant, the Board will give preference to the redundant teachers for continuing education assignments, if they are qualified, prior to hiring other qualified teachers for such positions.
- 18:07 There shall be a thirty (30) minute unpaid lunch break scheduled at day school continuing education credit sites.
- 18:08 Effective September 1, 1999, Day School Continuing Education Teachers shall be paid, inclusive of vacation pay and any other Statutory payments, at a rate of:

Years of Experience	Hourly Rate
0	\$28.85
1	30.41
2	32.05
3	33.78
4	35.60

- 18:09 Each year of experience shall be determined as having taught eight (8) day school credit courses.
- 18:10 Effective September 1, 2000
 - .1 Where a Day School Continuing Education teacher's term of employment is completed at a particular site, such teacher shall be rehired to the first available position for which they are qualified and have taught successfully at the particular site, in order of seniority, subject to 18:06. Such Seniority List shall be determined on the basis of the first date of hire by the Board as a Day School Continuing Education teacher on or after September 1, 2000.

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- .2 The right to recall shall be for two (2) hiring cycles of the site at which the courses are offered.
- .3 A Teacher who is offered and refuses an assignment shall lose the right of recall.
- 18:11 Continuing Education Teachers shall be entitled to Parental, Pregnancy, and Adoption Leave in accordance with the provisions of the Employment Standards Act.
- 18:12 Day School Continuing Education Teachers shall be entitled to two (2) paid days of bereavement leave for members of the immediate family.
- 18:13 Day School Continuing Education Teachers shall be entitled to one (1) paid sick leave day per module, and may accumulate unused days from module to module to a maximum of five (5) days. There shall be no entitlement of payment for unused days.
- 18:14 Day School Continuing Education teachers shall be granted Leave of Absence for personal reasons, without pay and without loss of seniority, for a period not to exceed two modules.

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SIGNED ON BEHALF OF THE NIAGARA

SIGNED ON BEHALF OF THE ONTARIO CATHOLIC DISTRICT SCHOOL BOARD

ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NIAGARA SECONDARY UNIT)

Chairperson of the Board

Chief Negotiator

Chairperson of the Negotiation Committee

Member of Negotiating Team

Director of Education

Member of Negotiating Team

Ratification Date – Board: March 4, 1999

Ratification Date – Teachers: March 8, 1999