

COLLECTIVE AGREEMENT

Between



NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD

and

SECONDARY TEACHERS OF

ONTARIO ENGLISH

Catholic
Teachers

ASSOCIATION

(Niagara Secondary Unit)

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September 1, 2000 to
August 31, 2002

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COLLECTIVE AGREEMENT BETWEEN THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD AND THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (NIAGARA SECONDARY BARGAINING UNIT) FOR THE PERIOD SEPTEMBER 1, 2000 TO AUGUST 31, 2002.

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

2:00 TERMS OF AGREEMENT

2:01 Duration and Renewal

This collective agreement becomes effective on September 1, 2000 and **will** remain in effect until **August 31, 2002**, 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**" has the same meaning as under the **Labour Relations Act** as interpreted by the Ontario **Labour Relations Board**.

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**.

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 charge 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

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.

6:00 PROVISION OF COLLECTIVE AGREEMENT

6:01 Each Teacher shall receive one (1) 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.

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 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.
- .3 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.
- .4 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.

- .5 In the computation of **any** time periods **contained** in this Article the first day **shall** be excluded and the last day included.
- .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.

.10 Contents of Grievance

The statement of grievance **shall**:

- (a) identify action **taken** to *address* the complaint ~~at~~ the informal level;
- (b) be in writing, naming the **party(ies)** involved,
- (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** and the grievance officer in the event of a teacher grievance.

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 Teacher Grievance

.1 Step I

Failing satisfaction at the informal level, within **fifteen** (15), of no resolution, the teacher may submit the grievance to the appropriate Superintendent and/or Senior of Administrator of **Human Resources**.

The Superintendent and/or Senior Administrator of **Human Resources** 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.

The Board **shall** notify the Teacher of its decision by letter with 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 Board.

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

7:05

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

8:00 SALARY

8:01 Interpretations 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 or designate in the Human Resources Department
- .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 **for** the period September 1, 2000 to August 31, 2001.
- .7 Commencing September 1, 2001 "QECO" Evaluation Certificate shall be a certificate under the **Qualifications** Evaluation Council of Ontario Programme 5, dated January 2000. There **shall** be no negative adjustment in grid placement **as** a result of the implementation of QECO Program 5 for teachers in the employ of the **Board**.
- .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 A Teacher *shall* be placed on the grid effective the **start** of *each* school **year** or on hire **at** the grid step for which the Teacher **has** 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. subject to 8:01.6 and 8:01.7.
- .4 Persons who hold **a** Letter of Permission *shall* be placed **at the** minimum salary in Category A1 and receive no **increments**.

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 **Human Resources** 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 Q.E.C.O. Evaluation Certificate **must** be **submitted** prior to **December 15** of the 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 **the start** of the school year.
- .4 If a change in level is to be effective **January 1** of a **school year**, the Q.E.C.O. Evaluation Certificate **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 8:02.2**.
- .5 When notification of a certificate arrives after the **deadlines** above, **any resultant change** in level shall be effective for the following school year.

8:04 Grid.1 **EFFECTIVE AUGUST 31, 2000**

EXP.	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

.2 **EFFECTIVE 1 SEPTEMBER 2000**

EXP.	A1	A2	A3	A4
0	30095	31749	34655	37141
1	31718	33436	36462	39078
2	33429	35213	38364	41115
3	35232	37085	40364	43260
4	37131	39056	42469	45515
5	39134	41132	44684	47890
6	41245	43318	47014	50387
7	43469	45620	49466	53014
8	45813	48045	52046	55779
9	48284	50598	54760	58688
10	50883	53281	57616	61749
11	52358	54943	60609	64937
12	53580	56000	62831	66856

.3 EFFECTIVE 1 FEBRUARY 2001

EXP.	AI	A2	A3	A4
0	30243	31904	34825	37323
1	31873	33600	36641	39269
2	33593	35386	38552	41317
3	35405	37267	40562	43472
4	37314	39247	42677	45738
5	39326	41333	44903	48125
6	41447	43530	47245	50634
7	43682	45844	49709	53274
8	46038	48281	52301	56053
9	48521	50846	55029	58976
10	51132	53542	57898	62052
11	52615	55212	60906	65255
12	53843	56275	63139	67184

.4 EFFECTIVE 1 SEPTEMBER 2001

EXP.	AI	A2	A3	A4
0	30390	32060	34995	37505
1	32029	33764	36819	39461
2	33757	35558	38740	41518
3	35577	37449	40760	43684
4	37496	39439	42885	45961
5	39518	41535	45122	48359
6	41649	43743	47475	50881
7	43895	46068	49951	53534
8	46262	48516	52556	56326
9	48758	51094	55297	59264
10	51381	53803	58181	62355
11	52871	55481	61203	65573
12	54106	56549	63447	67512

.5 EFFECTIVE 1 FEBRUARY 2002

EXP	A1	A2	A3	A4
0	30922	32621	35607	38161
1	32590	34355	37463	40152
2	34348	36180	39418	42245
3	36200	38104	41473	44448
4	38152	40129	43635	46765
5	40210	42262	45912	49205
6	42378	44509	48306	51771
7	44663	46874	50825	54471
8	47072	49365	53476	57312
9	49611	51988	56265	60301
10	52280	54745	59199	63446
11	53796	56452	62274	66721
12	55053	57539	64557	68693

.6 EFFECTIVE 1 APRIL 2002

EXP.	A1	A2	A3	A4
0	31076	32784	35785	38352
1	32752	34527	37651	40352
2	34519	36361	39615	42456
3	36381	38295	41681	44671
4	38343	40330	43854	46999
5	40411	42473	46141	49451
6	42590	44731	48547	52030
7	44886	47109	51079	54743
8	47307	49612	53743	57598
9	49859	52248	56546	60603
10	52542	55018	59495	63763
11	54065	56734	62585	67054
12	55328	57826	64880	69037

8:05 Allowances

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

- 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 coordination, 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 deliver).. **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.
- .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.

8:07 Method of Payment

- .1 The schedule for payment for **salary shall** be:
 - a) The first payment **shall** be Friday, September 1, 2000. **Then**, payment **shall** occur every two weeks from Thursday, September 14 at 1/26th of the **annual salary**. For the school year 2001-2002, first payment shall be Tuesday, September 4, 2001. Then payment shall **occur** every two weeks from September 20, 2001 at 1/26th of the **annual** salary. Newly hired teachers *shall* not receive a first payment in September but **shall** receive 2/26th of **annual** salary on the second pay date in September, For newly hired **teachers**, subsequent payments *shall* occur every two weeks.
 - 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 each Teacher **through** electronic fund transfer

to the financial institution of the Teacher's 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 **T**_____

The Board shall grant a travel allowance at the current Board rate to Teachers who must travel in the performance of their duties. Such allowance shall take effect on the date of ratification.

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

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 which 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
 - a) All benefits coverage shall be mandatory as a condition of employment.

- b) Notwithstanding clause 10:01.3 (a), part-time Teachers and Teachers on leaves of absence, excluding Teacher **Financed** Leaves, **shall** have the option to waiver, in writing, the Extended Medical, Dental and Vision Care Plans of the benefits package. The Board **shall** provide information with respect to waivers **as per** Article 13:02.1, Information to the Association
 - c) A teacher ~~may~~ rescind said waiver by written notice to the **Human** Resources Department.
- .4 There **shall** be mandatory **co-ordination** 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 co-ordination 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 to all bargaining unit members following any changes to the plan
 - .7 A **copy** of the master policy or policies of the insured benefit plans **shall** be given to the Association.
 - .8 In the event of a decision to change Carriers, the Board **agrees** to implement the **same** coverage ~~that~~ the Association **agrees** is an appropriate substitution. No amendment to any plan **shall** be made without the written consent of the Association

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.
- .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 optional additional coverage for dependants 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 Prescription 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 dependants. For dependants 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 Lone 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 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) **usage data**
 - 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 follow:
- a) one (1) designated representative shall be invite 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 daily rate of salary on grid at June 30, 1998.
- 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 Saving 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.

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 claim 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**.

.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**, which **shall contain** the **prognosis** and the **expected date** of 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:

- i) the accumulated **days** of sick leave **as of** the previous June 30
- ii) the number of **days** deducted during the school year **ending as of** the previous June 30.

11:02 Workplace Safety and Insurance Leave Benefits

- .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 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.
- .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/Interim President 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 Coordinator) 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, Stepchild 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 Parenting Leave

- .1 Under the Employment **Standards Act**, R.S.O. 2000 as amended a teacher **shall** be eligible to a maximum of **fifty-two (52) weeks** of unpaid leave: consisting of **seventeen (17) weeks** of pregnancy leave and **thirty-five (35) weeks** of parental leave.

Indus Article,

"pregnancy leave" means a leave of absence under **subsection 45(1) of the Act,**

"parental leave" means a leave of absence under **subsection 47(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.

- .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.
- b) Parental leave ~~may~~ begin no more than ~~fifty-two (52) 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** thirty-five (35) weeks after it began, if the Teacher also **took** pregnancy leave and thirty-seven (37) weeks after it **began**, otherwise.

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

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

.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 ~~cleared~~ to be forty (40) hours per five (5) day ~~week~~. Part-time Teachers shall be prorated.

11:06 Additional Parental Leave

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.

11:07 A Teacher *shall* be granted one (1) day of leave per year for attending the birth of a child for whom the teacher ~~has~~ parenting responsibility. The leave *shall* be without loss of pay or sick leave credit.

11:08 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.
- .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 continue to administer the employee benefits plans during the absence with the teacher responsible for his/her portion of the premium costs.
- .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.

11:09 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.

11:10 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.

11:11 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.

11:12 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.

11:13 Secondment Leave

- .1 Prior to **the** secondment from the Board, the Board and the Teacher **shall** determinethe **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.

11:14 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**.

11:15 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.

11:16 Compassionate Leave

A Teacher ~~may~~ be granted a leave of absence for compassionate reasons, upon request, from 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 Based on a daily structure of five (5) seventy-five minute periods (1875 minutes per week) or less, the maximum a teacher shall be time-tabled is four (4) seventy-five minute periods (1500 minutes per week).
- .2
 - (a) It is understood that following the transition period of 2000-2002, each classroom teacher shall be assigned 6.5 credit courses per school year. This means 3.5 credit courses in one semester and 3.0 credit courses in the other semester of any given school year. For school year 2000-2001, teachers who taught 4 in Semester I, shall complete their assignment and then be assigned 3.0 credits in each of the next three semesters that they teach.
 - (b) Teachers who have been assigned 4 for Semester II of school year 2000-2001 shall have the assignment adjusted to 3.5 where possible. Adjustments that are not realized in Semester II, shall be accomplished within school year 2001-2002.
 - (c) Notwithstanding the above, each classroom teacher shall have been assigned thirteen (13) credits over the time period September 5, 2000 to June 30, 2002.
 - (d) Each full time classroom teacher shall be assigned 0.17 Teacher Advisor Program in each school year.
 - (e) Part time teachers shall be assigned instructional time (including credit-equivalent time), on-call, preparation time, and supervision time on a pro-rata basis.
 - (f) For classroom teachers who are required by legislation to teach 6.67 credits per year, the credit course assignment in

- 12:02.2 (a) plus the **TAP** assignment in 12:02.2 (d) **meets** the legislative **requirement**.
- (g) For the purpose of the above, the classroom teacher means a teacher who is assigned in a regular timetable to provide instruction in **an** eligible course to pupils and includes a **temporary** teacher who is assigned in a **regular** timetable to provide instruction in **an** eligible course to pupils, but does not include a Principal or Vice-Principal.
- (h) For these purposes a classroom teacher **does not** include **Guidance** Teacher, Educational **Resource** Teacher, Special Learning **Class** Teacher, **Consultants**, Co-ordinators, Special Assignment **Teachers**, teachers of the Alternative Education Programme, teachers who **teach** Co-operative Education (exclusively) and Teacher Chaplains
- 3 (a) **A** teacher **who** is assigned 3 eligible courses per semester shall be available for a maximum of 36 half-period **assignments** in the semester in question for on-call/supervision duties.
- (b) **A** Teacher who is **assigned 3.5** eligible **courses** per semester *shall* be available for a maximum of 18 half-period **assignments** over the semester in question, for on-call/supervision duties. It is understood **that** such on-call/supervision **duties will occur** during the portion of the semester **when** the Teacher is **teaching 3** eligible **courses**. For teachers on 3.5 for a complete semester, a maximum of 18 half-period **assignments** for on-call/supervision **may** be **assigned**.
- (c) During the transition **years, 2001 to 2002**, a teacher who is assigned 4 eligible **courses** per semester shall not be available for on-call/supervision duties.
- (d) A Teacher *shall* not normally be assigned **on-call** coverage on two consecutive **days**.
- (e) **The** remaining **minutes** of the structured **day** identified in 12:02.1, exclusive of on-call/supervision identified in 12:02.3 above and exclusive of **lunch** **shall** be deemed to be preparation and planning time.
- 4 **A** teacher **assigned** exclusively to Special Education class, Alternative Education class, Guidance **and/or** Co-operative education class **will** be assigned 4 sections per semester
- 5 Planning and preparation time **shall** not be provided for **full** time

program teachers as follows: guidance teachers, teacher librarians, consultants, co-ordinators, special assignment teachers, teacher chaplains, resource teachers (inclusive of ENS assignments), Special Learning **Class** teachers, and teachers of the Alternative Education Programme. Program teachers assigned part time to classroom instruction shall receive planning and preparation time on a pro-rata basis.

- .6 **The assignment of teaching time and supervision duties will be done in a fair and equitable manner .**
- .7 The planning and preparation time *shall* be during the instructional *day* and outside *any* assignment to other duties.
- .8 Prior to the implementation of any change in organization of *any* secondary school, the Board *shall* consult with the Association for the purposes of meeting the requirements of Article 12:02. For clarity organization means number of periods in the **school** day and semestered versus non-semestered program delivery.

12:03 **Committees**

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) Review 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) Teacher members of the School **Staffing Committee** *shall* report to the Bargaining Unit Executive; School **Administrators** *shall* report to the **Area** Superintendent.

12:04 **Program Chairs**

- .1 **Effective** September 1, 1999, the Board *shall* appoint a minimum of **fifty** (50) Program **Chair** 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 file 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

12:05 Lunch Break

Each teacher *shall* be **entitled to** an uninterrupted and continuous period of not less than forty (40) ~~minutes~~ for lunch. This period **shall** be free from supervisory duties, teaching duties, travel time, or other duties during the **scheduled working day**. No teacher shall have his/her **lunch scheduled within** the first period or the last period of **any school day**. Exceptions to the exemption of first or last periods from lunch assignment shall be referred to the parties to the collective agreement.

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.

12:07 At the request of the Association, the Board shall furnish the Association with a copy of **any** reports required to be made to the Minister of Education with respect to class size averages

12:08 Tentative timetables for the **next** school year shall be distributed to Teachers no later than the last **instructional** day of **Semester II**. The Association shall be notified by June 15th should the above date not be possible

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. file Teacher may copy any material contained in these files
- .2 If a Teacher disputes the accuracy of his/her file, she 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 she 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 submitted at least five (5) calendar days in advance, the Association shall have access to or be furnished with a copy of any data relevant to the negotiations and administration of this collective agreement including but not limited to the following:

- * 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 Representation

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

- .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 representahon, **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
- 13:05 Where ~~the~~ Board **establishes** a committee requiring Association representahon, the Association member **shall** be appointed **by** the Unit Executive

14:00 **PROFESSIONAL DEVELOPMENT**

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

15:00 **STAFFING**

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 I
- .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.
- b) When **reduction** of teaching staff is effected, **reduction will** be applied in the following order:
 - i) normal attrition
 - ii) **seniority**
 - iii) system curriculum needs
- c) 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**.

16:00 **SURPLUS/TRANSERS/POSTINGS**

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 **When** staff reductions are necessary in a particular school, the Principal **shall** advise the staff of the **surplus** situation by April 27th and **shall** advise **any** Teacher wishing a transfer **to notify** the Principal by **May 8th**.

Surplus Teachers **shall** be determined on the **basis** of the programme **needs** of the schools, as determined by the Principal and **the** Superintendent of **Schools**. 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.

The Principal shall advise the Surplus Teacher verbally and in writing, prior to May 10th, of the reason(s) for the Teacher being declared surplus. The letter shall include an explanation of the criteria as stated above which is applicable to the Teacher being declared surplus.

A list of Surplus Teachers shall be made available on May 12th to the Local Teacher Bargaining Unit.

- 6 The Board shall prepare a Vacancy List of all known unfilled teaching positions by May 12th. Such list shall be made available to the Local Teacher Bargaining Unit and to Surplus Teachers. Surplus Teachers, in order of seniority, shall select vacant positions from the Vacancy List prior to a general posting process. The Vacancy List shall state the following:

- School in which the vacancy exists
- Grade(s) and/or subject area
- Minimum qualifications required
- Percentage of teaching time required

Such list shall be modified as required by resignations, retirements and leaves of absence.

- 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
- .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

- .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 The Board will provide the Local ~~Teacher~~ Bargaining Unit with a listing of all teacher transfers at the culmination of the staffing process.

16:06 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, 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.

16:07 Acting Administrator

- .1 The parties recognise 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 twenty (20) weeks. Such leave is to be utilised for short term absences for illness, accidents, board approved leaves and/or

pregnancy/parental leave.

2. **An Acting Administrator shall not be a Principal or a Vice-principal within the terms of Part X I 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 a Vice-principal as per the vice-principal salary grid for absences in excess of ten (10) school days.**

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**

18:00 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 term specific contract(s) for a particular course(s)**
- 18:02 **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 other statutory payments.

- 18:03 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.
- 18:04 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.
- 18:05 There shall be a **thirty (30) minute** unpaid **lunch break** scheduled at ~~day~~ **school continuing** education credit sites.
- 18:06 Effective September 1, 2000, **Day School** Continuing Education **Teachers** shall be paid, inclusive of vacation pay and any other statutory payments, at a rate of

Yrs of Exp.	Hourly Rate
0	\$28.85
1	30.41
2	32.05
3	33.78
4	35.60

- 18:07 Eight (8) credit **courses** in the Continuing Education regular ~~day~~ school program shall qualify as one (1) year of experience. A teacher in the Continuing Education regular ~~day~~ **school program** shall not accumulate more than one (1) year of experience in one (1) **school year**.
- 18:08
- .1 Effective September 1, 2000, **all** newly hired Continuing Education teachers who teach during the regular ~~day~~ school shall **serve** a probationary **period** of ten (10) **teaching** modules.
 - .2 Where a *continuing* Education teacher in the regular ~~day~~ school program has completed a **term** of employment such teacher shall be rehired **to** the first available position for which the **teacher** is qualified and has taught **successfully at the** particular site. in order of **seniority**, **subject** to 18:04. Such **Seniority List** shall be **determined** on the **basis** of the first date of hire by the Board as a

Continuing Education teacher in the regular day **school program** on or after September 1, 2000.

.3 The right to recall **shall** be for two (2) hiring cycles of the site at which **the** courses are offered.

.4 A Teacher who is offered and refuses an assignment **shall** lose the right of recall.

18:09 Continuing Education Teachers **shall** be entitled to Parental, Pregnancy, and Adoption Leave in accordance with the provisions of the Employment **Standards Act**.

18:10 Continuing Education Teachers who teach during the regular school *day shall* be **entitled** to two (2) paid day **of** bereavement leave for members of the **immediate** family.

18:11 Continuing Education Teachers who teach during the regular school day *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.

18:12 Continuing Education Teachers who ~~teach~~ during the regular school *day 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
CATHOLIC DISTRICT SCHOOL BOARD

SIGNED ON BEHALF OF THE
ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
(NIAGARA SECONDARY UNIT)


Chairperson of the Board

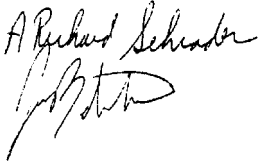

Chief Negotiator


Trustee Member - Negotiation Committee


Member of Negotiating Team


Director of Education


Member of Negotiating Team



Date of Official Signing: December 19, 2000
Ratification Date - Board: November 28, 2000
Ratification Date - Teachers: December 7, 2000