

SOURCE	<i>Union</i>		
EFF.	<i>98</i>	<i>09</i>	<i>01</i>
TERM.	<i>2000</i>	<i>08</i>	<i>31</i>
No. OF EMPLOYEES	<i>760</i>		
NOMBRE D'EMPLOYES	<i>760</i>		

COLLECTIVE AGREEMENT

BETWEEN

**ALGONQUIN AND LAKESHORE CATHOLIC
DISTRICT SCHOOL BOARD**

(HEREINAFTER CALLED THE "BOARD")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

(HEREINAFTER CALLED THE "TEACHERS")

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P. 53 +

ARTICLE I - PURPOSE

- 1.01 Whereas it is the common goal of the Board and the Teachers to provide the best possible Catholic education for the children of this community; and whereas to achieve that common goal it is essential that the Board and the Teachers maintain the harmonious relationship which exists between them it is the desire of the Board and Teachers to set forth in this agreement the terms of compensation which govern the Teachers of the Board and further to provide orderly collective bargaining relations between the Board and the Teachers.

ARTICLE 2 - RECOGNITION

- 2.01 (a) OECTA is the sole and exclusive bargaining agent for Teachers in the employ of the Board.
- (b) The Local Teachers' Bargaining Unit includes every Teacher other than Occasional Teachers pursuant to the Education Act and the Regulations of the Ministry of Education and Training.



I **3 - DURATION AND RENEWAL**

- 3.01 This Collective Agreement shall be effective from September 1, 1998 until August 31, 2000 and shall continue automatically thereafter for annual periods of one (1) year unless either Party notifies the other in writing, within the month of January in the year in which the Collective Agreement expires, of its desire to negotiate with a view to renewal, with or without modifications, of the Collective Agreement then in operation.
- 3.02 The Parties shall meet within fifteen (15) days from the date of notice pursuant to 3.01 or within such further notice as the Parties agree upon.
- 3.03 The Party giving notice shall provide the other Party with the text of the modification sought within thirty (30) days of giving notice pursuant to 3.01.
- 3.04 Any article of this Collective Agreement may be amended with the mutual consent of the parties.

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

4.01 Management Rights

Save and except as specifically and expressly modified in this Agreement, it is the exclusive function of the Board to manage all aspects of the Board's operation and without restricting the generality of the foregoing, it is the function of the Board to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, direct, assign, evaluate, promote, demote, determine personnel requirements, transfer, take disciplinary action including suspension or disciplinary demotion for just cause and to discharge for just cause;
- (iii) release redundant employees, determine, alter or eliminate services, programs and courses offered, determine the number of Teachers to be employed, the number of students to be allocated to a program, class size, subjects to be taught, the designation or establishment of departments, organizational units, areas of study, the selection of individuals to positions of responsibility and job functions;
- (iv) determine educational policies, procedures and practices under the Education Act and related Statutes.

4.02 Nothing in this Agreement is intended to, or shall be interpreted to, diminish or restrict in any way the rights of the Board to manage, maintain and operate a Roman Catholic school district in accordance with the relevant laws of Ontario and Canada and regulations thereto and the policies of the Board.

ARTICLE 5 - SALARY GRID

- 5.01 The Board shall pay a salary to each Teacher according to the individual's qualifications and experience under the salary schedule outlined in Appendices A1- A4.
- 5.02 The salary of every Teacher will be paid on the basis of 24 equal bi-monthly pays, using a system of direct deposit. The payments will commence with the 15th of September and will continue until the 24th payment is made no later than August 31st.
- 5.03 Should a regular pay date occur on a bank holiday, the direct payroll deposit shall be made on the business day before the holiday period.
- 5.04 Effective February 1, 1999, increase all grid positions of the predecessor collective agreements by 1% (Appendix A2).
- 5.05 Effective September 1, 1999 move all Teachers to the predecessor Frontenac-Lennox and Addington County Roman Catholic Separate School Board grid (Appendix A3). It is understood that a Teacher in Category 'A' can only move beyond the penultimate step [eleven (11)] after having successfully completed the course requirements in accordance with the Pay Equity Plan of the former Frontenac-Lennox and Addington County Roman Catholic Separate School Board, the relevant provisions of which are attached (Appendix B).
- 5.06 Effective February 1, 2000, implement the attached grids (Appendix A4).

ARTICLE 6 - CATEGORY DEFINITIONS AND UNION DUES

- 6.01 Salary levels shall be interpreted in accordance with The Qualifications Evaluation Council of Ontario (QECCO).
- 6.02 For the first year of the Collective Agreement, all Teachers in the employ of the Board at August 31, 1998 shall continue to have their qualifications interpreted by the conditions of the previous Collective Agreements as they existed at August 31, 1998.
- 6.03 (a) (i) Effective February 1, 2000 salary levels shall be interpreted in accordance with QECCO Programme 4 as it existed at June 30, 1998.
- (ii) Persons who submit their QECCO 4 statements on February 1, 2000 or later shall have their salary adjusted on September 1, 2000 after which time 6.04 shall apply.
- (b) It shall be incumbent upon the Teacher to provide documented proof in the form of a Group Rating Statement from QECCO as to his/her appropriate group classification based on the category definitions established by QECCO at June 30, 1998.
- (c) All persons teaching on a Letter of Permission will be paid at A or A I minimums unless related experience is recognized by the Board at the time of hire. It is understood that A applies to persons without university graduation and A I applies to persons who have graduated from university.
- (d) Teachers new to the Board will be paid in Category A I until they submit their QECCO certificate in accordance with the time lines of Article 6.04.
- (e) Teachers new to the Board shall be placed in the salary category consistent with Article 6.03 and recognized years of teaching experience provided that documentary evidence acceptable to the Board is submitted to the Board prior to the commencement of duties. When such evidence of experience is not submitted prior to the commencement of duties, the Board shall place the Teacher in Category A I minimum until such acceptable evidence is supplied. When such evidence is supplied, any adjustment shall be made in accordance with the time lines of Article 6.04.
- 6.04 (a) Any salary adjustment occasioned by a level change will be effective on September 1st, for courses completed prior to September 1st, if documented notification is received by the Director or designate up to December 31st.
- (b) Any salary adjustment occasioned by a level change will be effective on January 1st, for courses completed prior to January 1st, if documented notification is received by the Director or designate up to April 30th.
- 6.05 In extenuating circumstances, where the Teacher makes a written request with supporting documentation, the Director or designate may, at his/her exclusive discretion, grant the salary adjustment to the start of the current school year.
- 6.06 (a) In the event that it is determined that a Teacher may have been misplaced in the Salary Schedule, the Teacher shall be given thirty (30) days to provide suitable documentation to verify proper placement. The 30 days will commence on the date that the Teacher

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

provides written notification to the Board of the perceived misplacement. If an error was made by the Board, then the Board undertakes that it will correct that error retroactive to the first of September of the current contract.

- (b) The onus shall be on the Teacher to request any salary adjustment. Official documents or statements must be presented by the Teacher or forwarded directly by the Institution or authority concerned.
- (c) In the event that it is determined that a Teacher has been overpaid, the Teacher undertakes that he/she will correct the error retroactive to September 1st of the current contract year. Arrangements for repayment shall be worked out between the Teacher and Director or designate. Teachers leaving the employ of the Board shall complete repayment in that contract year. For Teachers who continue with the Board, repayment shall be made in the contract year or the calendar year whichever is greater.
- (d)
 - (i) In the calculation of a Teacher's experience allowance, credit will be given for teaching experience accrued subsequent to graduation from a recognized Faculty of Education or Teacher's College. The experience must have been accrued under a previous Teacher's Contract, either probationary or permanent with a Board of education under the jurisdiction of a Ministry of Education in Canada. The Board shall recognize all previously recognized occasional teaching experience and, effective September 1, 1999, all occasional teaching experience with this Board occurring after September 1, 1998. It is understood that teaching experience outside of Canada may be recognized at the discretion of the Director of Education. Written proof of experience must be submitted within three months of date of hire.
 - (ii) Continuing Education teaching experience shall be granted for credit courses only as defined by the Province of Ontario. Continuing Education experience shall be prorated to a full course load of 6 credits.
 - (iii) No Teacher shall accumulate more than one year's experience in any school year.
 - (iv) Effective September 1, 1999, for the purpose of determining years of teaching experience, related experience credits shall be given according to the following criteria:
 - (aa) Related experience shall mean experience in a trade or business directly related to the subject which a Teacher is teaching in a school. Only business or trade experience in excess of that required for admission to a Faculty of Education shall be used in the calculation;
 - (bb) Subject to Article 6.06(d)(iv)(aa), credit shall be given on the basis of one (1) year's teaching experience for one (1) year's trade or business experience to a maximum of five (5) years teaching experience.
 - (cc) Teachers must provide proof of experience claimed under Article 6.06(d)(iv)(bb) within three months of their hire date.

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

- (v) It is recognized that the definitions of 6.06(d) shall apply to new Teachers hired on or after September 1, 1998 and shall not have any retroactive application for Teachers in the employ of the Board at August 31, 1998.
- (vi) Notwithstanding 6.06 (iv)(cc), Teachers in the employ of the Board at April 1, 1999, and teaching subjects directly related to their trade or business for which related experience had been previously granted by a predecessor Board, shall have a one-time opportunity to have their related experience recalculated in accordance with the new criteria of 6.06 (d)(iv).

It is understood that such Teachers must submit proof of experience within three (3) months of ratification.

- (e) The experience allowance as calculated according to the above, shall be continued from year to year. Such calculations shall be made effective as of the first teaching day of the school year, and to extend for the balance of the school year.

6.07 Where a part-time Teacher assumes a part-time occasional teaching position, it shall be at the Occasional Teacher rate for either a full day or a half day rate.

6.08 Association Dues

- (a) Effective for the 1999-2000 school year, the Board agrees to deduct from the salary of each Teacher in the bargaining unit, twenty-four (24) equal instalments for a specified amount equivalent to the annual fee established by the Association. For the remainder of the 1998/1999 school year, adjustments will be made by mutual consent of the Parties.
- (b) For the purpose of 6.08(a), annual fee shall have the same meaning as union dues defined under Section 47(2) of the Ontario Labour Relations Act.
- (c) The Association shall advise the Board in writing of the amount of the fees authorized by the Association's membership in keeping with the Constitution and Bylaws of the Association. The Board shall process, through the established procedures, the total amount so deducted and shall remit by cheque the amount on or before the fifteenth day of the month following the month of deduction to the General Secretary of the Ontario English Catholic Teachers' Association.
- (d) Association fees and levy deductions will be noted on T4 slips.
- (e) The Ontario English Catholic Teachers' Association and the Local Unit of OECTA, as the case may be, shall indemnify and save the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OECTA or the Local Unit.

ARTICLE 7 - SICK LEAVE PROTECTION

- 7.01 The Board will establish a plan of sick leave credit for employees. Under these terms the Board will provide a sick leave credit plan whereby Teachers may accumulate a reserve of sick leave to a maximum of 220 days which will permit a Teacher during a lengthy illness to have the benefit of continuing salary. The Board shall, on September 1st of each school year, credit each full-time Teacher with twenty (20) days sick leave.
- 7.02 All Teachers covered by this Collective Agreement except for Continuing Education Teachers are included for the purpose of Article 7.01.
- 7.03 Persons who had more than 220 days of sick leave credits at February 4, 1999 shall be permitted to maintain but not add to these credits. Should sick leave utilization drop the number of sick leave credits below 220 days, the subsequent maximum accumulation shall not exceed 220 days.
- 7.04 The Board shall keep a register of credits. A statement of accumulation shall be given to every Teacher upon termination of employment.
- 7.05 On any given day absenteeism resulting in fractions of less than one-half day shall be adjusted upwards to one-half day and absenteeism resulting in a fraction between one-half and one whole day shall be adjusted upwards to one whole day.
- 7.06 Where a Teacher commences teaching after the first teaching day of September in any year, sick leave of 20 days shall be pro-rated.
- 7.07 At the commencement of employment and at the beginning of each school year, the employee's sick leave account shall be credited with the total of previous years' unused sick leave credit, and a statement of accumulated sick leave credit shall be forwarded to the Teacher by October 15.
- 7.08 (a) Sick leave credit by one individual shall not accumulate beyond the maximum of two hundred and twenty (220) days.
- (b) In calculating the number of sick leave credits for a Teacher in any year, the Board shall first deduct credits from the twenty (20) days referred to in Article 7.01 and then from any accumulated sick leave from the previous years.
- 7.09 Where an employee of the Board becomes an employee of another Board, he/she shall be entitled to a transfer of his/her sick leave credit, if permitted, under the terms of the employing Board. No transfer shall be made to this Board if the employee received from a former employer a service gratuity or other allowance paid in respect of the accumulated sick leave.
- 7.10 Absence for illness of the employee for a period of five (5) consecutive working days or less may be certified by the Principal. Absence over five (5) consecutive working days must be certified by a qualified physician, licentiate of dental surgery or a practitioner.
- 7.11 Teachers who are new employees of this Board shall be credited under this plan with such accumulation of sick leave as they may have to their credit under an established plan with any other School Board and as it relates to this plan, provided:

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

- (a) that such accumulated reserve be properly certified to the satisfaction of this Board by the previous employer, and
 - (b) that the application for such credit be made in writing to this Board and suitable proof be submitted within ninety (90) days of the date of commencing employment, and
 - (c) that such accumulated reserve complies with the Statutes.
- 7.12 (a) Where there has been an extended absence due to illness, the Teacher will be responsible to have an appropriate medical form (See Appendix 'C'), supplied by the Board, completed immediately prior to the Teacher's return to work by the licensed medical practitioner providing the treatment.
- (b) A return through modified work may be pursued, by either the Teacher or the Board, to accommodate the medical condition. The initial meeting shall include the Teacher and the Supervisory Officer responsible for Human Resources or designate. The Teacher has the right to request the attendance of the Unit President or his/her designate.

7.13 Workers' Safety and Insurance

It is understood that Teachers may utilize sick leave credits during the waiting period prior to being in receipt of Workers' Safety and Insurance Benefits.

Where a Teacher is absent due to sickness or accident and is in receipt of benefits from the Workers Safety and Insurance Board, the Teacher shall be allowed to make up the difference between the amount received and his/her regular net salary by way of using sick leave credits.

ARTICLE 8 - RETIREMENT OR SICK LEAVE GRATUITY AND GROUP RRSP

- 8.01 (a) A Teacher employed by the Board prior to and including August 31, 1999 is eligible to receive a retirement or sick leave gratuity based on the provisions of the plans of the predecessor Boards.
- (b) Teachers employed under the conditions of the predecessor Hastings-Prince Edward County RCSS Board/OECTA Collective Agreement are eligible to the provisions of that agreement - Article 5, clauses 5.01 to 5.03, with the amendment by deletion the phrase "as at September 1, 1985" to clause 5.01 (see Appendix D).
- (c) Teachers employed under the conditions of the predecessor Frontenac-Lennox and Addington County RCSS Board/OECTA Collective Agreement are eligible according to the provisions of that agreement, clause 16.12 Gratuity (see Appendix E).
- (d) The Board shall assume the retirement gratuity for the Hastings-Prince Edward RCSS Board post- 1985 Teachers in consideration of OECTA transferring nine hundred thousand dollars (\$900,000.00) to the Board.
- 8.02 (a) The Board agrees to provide a one-time incentive of two thousand dollars (\$2,000.00) payable on successful completion of the probationary period in Article 22 for Teachers commencing employment on or after September 1, 1999.
- (b) The two thousand dollars (\$2,000.00) will be paid into a group RRSP on behalf of the Teacher with the registration in the name of the individual Teacher.
- (c) It is understood that the individual plan is locked in for a period of ten (10) years from the date of original contribution.
- (d) Should the Teacher leave the employ of the Board prior to the expiry of the ten (10) year period, the full net contents of the individual plan shall be returned to the Board.

ARTICLE 9 - PREGNANCY AND PARENTAL LEAVE

- 9.01 The Board shall grant Pregnancy Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Pregnancy Leave, seniority, sick leave and teaching experience shall be accumulated. Subject to the continuing eligibility requirements as specified by the insurer, the Board shall continue to pay its premium share for insured benefits listed in Article 14 and held at the time of the commencement of the Pregnancy Leave for the period of the leave.
- 9.02 The Board shall grant Parental Leave in accordance with the provisions of the Employment Standards Act which may be amended from time to time. During Parental Leave, seniority, sick leave and teaching experience shall be accumulated. The Parental Leave for a Teacher who takes Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not come into custody, care and control of the parent for the first time. A minimum of two (2) weeks notice must be given by a Teacher intending to take Parental Leave. Subject to the continuing eligibility requirements as specified by the insurer, the Board shall continue to pay its premium share for insured benefits listed in Article 14 and held at the time of the commencement of the Parental Leave for the period of the leave.
- 9.03 Supplementary Benefit Plan
- (a) Effective September 1, 1999, a supplementary benefit shall be available to a Teacher for a period of up to twenty seven (27) weeks subject to the following requirements. It is understood that the Teachers in the predecessor Frontenac-Lennox and Addington County RCSS Board shall continue to be covered by the plan in effect from the 1994-97 Frontenac-Lennox and Addington County RCSS Board Collective Agreement until August 31, 1999.
 - (b) The Teacher must submit an application for the supplementary benefit plan prior to the commencement of the plan. In the case of pregnancy, a medical certificate which certifies that the Teacher is pregnant and gives the expected date of the birth of the child (as per the Employment Standards Act) shall be included with the application. In the case of adoption, a letter providing proof of having received the child shall be included with the application.
 - (c) The Teacher must supply the Board with proof that she has applied for, is eligible to receive and is in receipt of Employment Insurance Maternity or Parental benefits in accordance with the Employment Insurance Act.
 - (d) The Teacher must sign an agreement with the Board stating that the Teacher will return to work and remain in the service of the Board, for a period which is equivalent to at least four (4) school months, either directly following the expiry of the Pregnancy/Parental Leave or on a date as mutually agreed by the Board and the Teacher. This would occur where the Teacher is entitled to any other Leave as outlined in the Collective Agreement. Should the Teacher fail to make herself/himself available to return to work, the Teacher shall make full reimbursement within thirty (30) days for the amount received as Supplementary benefit, except as waived by the Board.
 - (e) During the two week waiting period associated with the receipt of Employment Insurance and Parental benefits, the Board shall pay the Teacher's salary at a rate of

seventy-five percent (75%) of his/her current rate. The Teacher's weekly rate is calculated as 1/40 of the Teacher's annual salary.

- (9) Up to twenty-five (25) weeks payment at the rate of one hundred dollars (\$100) per week shall be paid to the Teacher, conditional upon the Teacher being in receipt of Employment Insurance Maternity or Parental benefits in accordance with 9.03 (c) above.

Infant Care Leave

- 9.04 A Teacher who has been in the employ of the Board for at least ten (10) months and will be absent to assume parental responsibilities shall, upon appropriate application, be granted an unpaid Infant Care Leave of Absence, unless he/she chooses to resign.
- 9.05 Infant Care Leave shall commence immediately following the last day of Parental Leave.
- 9.06 Arrangements for Infant Care Leave shall be made with the Superintendent responsible for Human Resources or designate.
- 9.07 Teachers shall plan such leaves to end at a natural break in the school year so as not to disrupt the education of the pupils.
- 9.08 The total leave granted under Article 9 shall not exceed two (2) years duration. In the case of a Teacher extending a Pregnancy, Parental and/or Infant Care Leave, the Pregnancy and/or Parental Leave shall constitute part of the two (2) years. Where both parents are covered by this Collective Agreement, only one (1) parent shall normally be eligible for Infant Care Leave. It is understood that an Infant Care Leave of up to one (1) FTE in total, may be granted for both parents, provided that suitable replacements can be found or other acceptable arrangements can be made in the opinion of the Superintendent responsible for Human Resources or designate.
- 9.09 A Teacher shall give two (2) months notice (i.e., prior to the expected date of commencement of the leave), of the intent to ask for Infant Care Leave. For adoption, a minimum of two (2) weeks notice shall be given.
- 9.10 A Teacher on Infant Care Leave must notify the Superintendent responsible for Human Resources or designate in writing, two (2) months, exclusive of July and August, before the expiry date of the leave in order to discuss placement of the Teacher on the Teacher's return to the job. Upon return to work, the Teacher shall be placed on the salary schedule in accordance with the qualification and experience possessed as the leave began.
- 9.11 If the Teacher does not return to work at the expiration of the leave, the Teacher shall be deemed to have resigned unless the child or Teacher is ill as certified by a medical practitioner.
- 9.12 Benefits Payment by the Teacher

The following options shall apply:

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

- (a) The Board will supply the Teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to the commencement of the leave. The Board, at the written request of the Teacher, shall subtract from the Teacher's last cheque, the monies required to pay, during the term of the leave, all benefits to which said Teacher subscribes and remains eligible, subject to the terms of the insurer. It is understood that the cost of the insured benefits are at the full cost to the Teacher with no participation by the Board.

OR

- (b) The Board will supply the Teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to the commencement of the leave. Teachers shall make arrangements for continued benefit coverage, in a manner acceptable to the Board, by providing monthly post-dated cheques for the premium payments in advance of commencement of such leave. It is understood that any Teacher providing a cheque which is refused for non-sufficient funds shall pay an additional fee of thirty-five dollars (\$35.00) for each such cheque. The Board reserves the right to discontinue the participation in the Benefit Plans for any Teacher should two (2) payments be denied.

Paternity Leave

- 9.13 Leave of absence up to a maximum of two (2) days with pay will be granted to a father to attend the birth of his child.

Adoption Leave

- 9.14 Leave of absence up to a maximum of two (2) days with pay will be granted to a parent or parents, to receive a child through adoption.

Concurrent Leaves

- 9.15 A Teacher on another leave granted by the Board, is not eligible for concurrent leaves.

ARTICLE 10 - SABBATICAL LEAVE

A Sabbatical Leave Plan is recognized by the Board under the following provisions:

- 10.01 To qualify for Sabbatical Leave, a Teacher must have been employed for at least six (6) consecutive years by the Board or its predecessor Boards;
- 10.02 Sabbatical Leave, which shall not exceed one (1) school year, may be granted to a Teacher on application to the Board through the Sabbatical Committee. This Committee shall be comprised of two Senior Administrators and two Teachers. The approval or denial of a Sabbatical Leave for a Teacher will be totally within the discretion of the Board;
- 10.03 A Teacher requesting Sabbatical Leave shall submit by January 31st, prior to the school year in which the Sabbatical Leave is to be taken, detailed information regarding plans for the Sabbatical year;
- 10.04 The Sabbatical Committee shall make recommendations to the Board and applicants shall be advised of the Board's decision by March 31st;
- 10.05 Sabbatical Leave shall not be granted for the purpose of study to prepare for another trade or profession, or for the purpose of engaging in gainful occupation, or for the sole purpose of up-grading category placement;
- 10.06 Payment shall be seventy-five per cent (75%) of the Teacher's regular annual salary;
- 10.07 Pension Plan deductions are to be continued as provided by the Teacher's Pension Plan Act;
- 10.08 Sick leave credits shall not be augmented, diminished or lost during the period of leave;
- 10.09 The Teacher granted Sabbatical leave will be eligible to participate in the employee Benefit Plan available to other persons employed by the Board at the same rate and on the same terms as apply to those continuing in regular duties;
- 10.10 Teachers granted Sabbatical Leave are eligible upon their return to a position equivalent to the one left (subject to redundancy and transfer) and upon their return are to receive any increase in salary resulting from a revised schedule which they would have received had they not taken Sabbatical leave, provided only that the time of Sabbatical Leave shall not be taken into consideration when computing experience allowance for salary purposes;
- 10.11 The Teacher granted Sabbatical Leave shall guarantee, in writing, to the Board, that he/she will return to the employ of the Board for a period of at least three (3) years immediately following the year of Sabbatical Leave. In the event that the Teacher fails to fulfil this provision, he/she will guarantee to reimburse the Board for the full amount of salary granted, pro-rated over the said three (3) years. In the event of death during the course of the Sabbatical year, salary will cease as of the day of death and no reimbursement will be required. In the event of death within the ensuing three (3) year period, the balance of reimbursement will not be required.

ARTICLE 11 - OECTA BUSINESS

- 11.01 Upon written request by the Local Teachers' Bargaining Unit prior to May 31st to the Supervisory Officer responsible for Human Resources or designate leave will be granted for two (2) full time leaves for local activities.
- 11.02 Such leave will be granted to not more than two (2) Teachers.
- 11.03 The two Teachers referred to in 11.02 shall receive regular salary, benefits, sick leave credits, seniority and experience for grid placement. Upon receipt of invoice, the local Unit shall reimburse the Board for the full cost of the salaries and benefits for the Teachers on leave for the period of the leaves.
- 11.04 The Teachers returning from these leaves shall notify the Board by May 31st. On return from leave, a Teacher shall be returned to a comparable position to that held immediately prior to the commencement of the leave, subject to redundancy and transfer. Where the Teacher held a position of responsibility, it shall be returned to the Teacher provided that it still exists.

11.05 Local Bargaining Unit Executive

- (a) The Association shall forward a list of the unit officers to the Board by September 1st of each year.
- (b) The Board shall provide the Association with a list of the appropriate personnel with whom the Association may be required to transact business.
- (c) The authorized representative of the Association shall be permitted to transact the business of the Association with members on Board property provided such business does not interfere with or interrupt normal operations. It is understood that the representative of the Association shall report to the school office prior to the conduct of such business.
- (d) Upon written request by the Local Teachers' Bargaining Unit seven (7) days in advance, the Board shall grant and pay for a leave of absence without loss of salary, benefits, sick leave credits, seniority, and experience for grid placement, up to a maximum of five (5) F.T.E. teaching days to each local OECTA executive member to attend local OECTA meetings. The maximum release time shall be twenty-four (24) F.T.E. teaching days per school year.

11.06 School Representatives

- (a) The Board recognizes the appointment or election, by the Teachers, of one or more Association representative(s) at each Teacher work site. The authorized School Representative shall be permitted to transact the business of the Association with members on Board property provided such business does not interfere with or interrupt normal operations. The Representative shall notify the Principal of the school prior to the conduct of such business.
- (b) The Association shall forward a list of Association representatives to the Supervisory Officer responsible for Human Resources by September 30th of each year.

1 ■07 Local OECTA Leave

Upon written request by the Local Teachers' Bargaining Unit seven (7) days in advance, occasional release time to a maximum of forty (40) days per school year shall be granted to Teachers without loss of salary, benefits, sick leave credits, seniority, and experience for grid placement to carry out OECTA activities for the local level. The Board shall pay for the first twenty (20) days. Commencing on the twenty-first (21st) day, the Local Unit shall reimburse the Board at the Occasional Teacher rate for the Teachers on such leave. It is understood that reimbursement shall not apply for Teachers covered by 1 ■01.

11.08 Provincial OECTA/OTF Leave

- (a) With the approval of the Supervisory Officer responsible for Human Resources or designate, Teachers appointed to provincial committees or elected to provincial executive positions with OECTA or OTF may be granted a maximum of six (6) days without loss of salary, benefits, sick leave credits, seniority, and experience for grid placement to attend provincial meetings for his/her term of office. In exceptional circumstances the Supervisory Officer responsible for Human Resources may grant additional time for other purposes related to OECTA/OTF provincial office.
- (b) In the case of a full-time elected position, the leave without pay shall be granted for the term of office. The Board shall not be responsible for salary, benefits, additional sick leave credits, and additional experience for grid placement during the period of the OECTA/OTF leave.
- (c) It is understood that the granting of such leave in (a) above requires that a suitable replacement can be found or other acceptable arrangements can be made in the opinion of the Supervisory Officer responsible for Human Resources or designate. Upon receipt of invoice, OECTA or OTF, as the case may be, shall reimburse the Board for the full cost of the salary and benefits for the Teacher on the leave in (a) above.

11.09 Negotiation Leave

Each member of the Teachers' Negotiation Committee [not to exceed six (6)] shall be granted leave without loss of salary, benefits, sick leave credits, seniority, and experience for grid placement to attend negotiation meetings with the Board's Negotiation Committee at a time or times mutually agreed between the parties. The Board's contribution shall not exceed sixty (60) days in total. Commencing on the 61st day, the Local Unit shall reimburse the Board at the Occasional Teacher rate for Teachers on such leave. It is understood that reimbursement shall not apply for Teachers covered by 11.01.

11.10 Unit Levy

- (a) Prior to June 15th, the Unit shall inform the Board of a flat amount levy to be deducted from each Teacher's regular pay during the following school year. The Board shall

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

make such deductions and remit the monies to the Unit within ten (10) working days following the deduction.

- (b) The Ontario English Catholic Teachers' Association and the Local Unit, as the case may **be**, shall indemnify and save the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OECTA or the Local Unit.

ARTICLE 12 - OTHER LEAVES

12.01 Quarantine Leave

Quarantine leave without loss of pay or deduction of sick leave, shall be granted to a Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

12.02 Jury or Witness Leave

Leave without loss of pay or deduction of sick leave, shall be granted to a Teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the Teacher is not a party or one of the persons charged, provided that the Teacher pays to the Board any fee, exclusive of travelling and living expenses, that the Teacher receives as a juror or as a witness.

12.03 Bereavement Leave

- (a) Leave of absence without **loss** of pay or deduction of sick leave, shall be granted to a maximum of five (5) working days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, parent, parent-in-law, brother, sister or child.
- (b) Leave of absence without loss of pay or deduction of sick leave, shall be granted to a Teacher to a maximum of two (2) working days to attend the funeral of son-in-law, daughter-in-law, brother-in-law or sister-in-law, grandparents or grandchildren.
- (c) At the discretion of the Supervisory Officer responsible for Human Resources or designate, up to three (3) additional days without loss of pay or deduction of sick leave, may be granted to meet the exigencies of distance, special circumstances or for persons not listed in (a) or (b) above.

12.04 Leave of absence without loss of pay or deduction of sick leave, shall be granted to a Teacher for up to two (2) days for a parent to attend his/her seriously ill child.

12.05 Leave of absence without loss of pay or deduction of sick leave, shall be granted to a Teacher for one (1) day for receipt of a degree at a University convocation.

12.06 Leave of absence without loss of pay or deduction of sick leave, shall be granted to a Teacher up to five (5) days per school year to write, but not prepare for, examinations which will improve professional or academic qualifications.

12.07 (a) Personal Leave

Personal Leave with pay and with deduction from sick leave shall be granted up to one (1) working day per school year. It is understood that this leave will not be taken immediately prior to or after school holidays or statutory holidays. Notification for leave must be made to the Principal or immediate supervisor at least seven (7) days in advance of the date of leave except in the case of emergency.

(b) Special Compassionate Leave

It is understood that the provisions contained within Article 12 may, in special circumstances, not be sufficient or reasonable, keeping in mind the interests of the Teachers and the Board. Further, it is understood that to attempt a categorization of circumstances where special compassionate leave may be properly granted is not desirable. Therefore, the Board recognizes that leaves of absence may be appropriate in circumstances not defined by this Article.

A Teacher may apply for a special compassionate leave of absence of definite or indefinite duration. The approval of such leave shall be at the discretion of the Director of Education or designate. Where such leave is granted up to four (4) days in any school year may be with deduction from accumulated sick leave credits or loss of pay, at the option of the Teacher. Further use of accumulated sick leave credits, for leaves granted under this clause shall be only upon the approval of the Director of Education or designate.

(c) Special Leave

A special leave without pay may be granted for a period not to exceed five (5) days under special circumstances for reasons approved by the Director of Education, or designate. With the approval of the Director of Education or designate, leaves of absence to extend a vacation period for marriage, or to accompany a spouse on a business trip, may be granted on condition of deduction of pay for each day's absence.

12.08 Cursillo or Similar Type Leave

- (a) On a basis, limited to the number of requests, the Director of Education or designate may grant permission for a leave to individual Teachers. The daily salary of such Teachers on leave will be decreased by the amount required to replace that Teacher with an Occasional Teacher.
- (b) Up to two (2) days annually with pay without deduction of sick leave, may be granted by the Board for members of a Religious Community in the employ of the Board for the attendance at meeting(s) of the Religious Community.

12.09 Unpaid Leave of Absence

- (a) Unpaid leave of absence of up to two (2) years' duration may be granted by the Supervisory Officer responsible for Human Resources or designate. It is understood that the granting of such a leave, as a minimum, requires that a suitable replacement can be found or other acceptable arrangements can be made in the opinion of the Director of Education or designate.
- (b) Application for leave of absence under 12.09 must be through the Teacher's Principal to the Supervisory Officer responsible for Human Resources. Applications shall be submitted no later than February 28 for a leave which will start in September of that year or February of the next year.
- (c) Response shall be before the end of March.

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

- (d) It is understood that the leave is at no cost to the Board. Subject to eligibility requirements as specified by the insurer, the Teacher may participate in any of the Group Benefits to which he/she belongs at the time of the leave provided that he/she pays the full annual premium. To maintain participation and coverage under the Collective Agreement, the Teacher shall make arrangements for continued benefit coverage in a manner acceptable to the Board, by providing monthly post-dated cheques for the premium payments in advance of the commencement of such leave. It is understood that any Teacher providing a cheque which is refused for non-sufficient funds shall pay an additional fee of thirty-five dollars (\$35.00) for each such cheque. The Board reserves the right to discontinue the participation in the Benefit Plan for any Teacher should two (2) payments be denied.
- (e) Each Teacher granted an unpaid leave of absence shall indicate in writing that this:
 - (i) represents a firm commitment to take the leave;
 - (ii) commits the Teacher to return from leave on the agreed expiration date.
- (9) Teachers on an unpaid leave of absence are subject to being declared redundant as per the provisions of this Collective Agreement.

12.10 Return From A Leave

- (a) Upon return from a leave, a Teacher shall be returned to a comparable position to that held immediately prior to the commencement of the leave, subject to redundancy. Where the Teacher held a position of responsibility, it shall be returned to the Teacher provided that it still exists.
- (b) Unless otherwise stated, during the leave no salary shall be paid and no experience accumulated for salary purposes.
- (c) Upon return from a leave, a Teacher shall receive any increase in salary resulting from a revised schedule which he/she would have received had he/she not taken this Leave of Absence, provided only that the time of leave shall not be taken into consideration when computing experience allowance for salary purposes. When reinstating the Teacher at the correct point in the salary scale, it shall be without any retroactive pay.

ARTICLE 13 - TEACHER SELF-FUNDED LEAVE PLAN

- 13.01 (a) This plan is available to Teachers who wish to take a leave of absence with pay by spreading "x" period salary over "y" period and is subject to approval by the Employment Insurance Commission. The "x" amount is not to exceed four (4) years and the "y" amount shall have a minimum of three (3) semesters.
- (b) "x" and "y" period may be defined as semesters or years for Teachers in a semestered school, and years for Teachers in a non-semestered school. ($y = x+1$).
- (c) The implementation of a self-funded leave plan for an individual Teacher shall be subject to the approval of the Minister of Revenue.
- (d) The amount of the current compensation amount deferred by the Teacher under the plan cannot exceed 33 1/3% in any calendar year in accordance with the Income Tax Act.
- (e) The leave must be taken in the final year/semester of the plan.

13.02 Application

- (a) Teachers who wish to be considered for self-funded leave, shall apply in writing to the Supervisory Officer responsible for Human Resources or designate by February 28th of the year prior to proposed commencement of the self-funded leave plan.
- (b) The Board shall notify applicants for self-funded leave by April 1st following receipt of application whether such applications have been approved.

13.03 Approval or Denial

The approval of a self-funded leave plan for a Teacher will be totally within the discretion of the Board and the refusal to approve a self-funded leave will not be the subject of a grievance under this Collective Agreement.

13.04 Definition

The self-funded leave plan shall be funded by the Teacher over the "x" period prior to the commencement of leave of absence which shall be for one (1) school year from September 1st to the following August 31st, or for one (1) semester in the case of Teachers in a semestered school.

13.05 Salary Hold Back

- (a) During the "x" period of the self-funded leave plan, the Board shall withhold the proportional amount of the Teacher's salary. Income tax and other deductions required to be withheld will be based on the salary actually paid to the Teacher during the "x" period of the plan. The monies withheld during the "x" period of the plan shall be deposited in an interest bearing trust account.

- (b) In the "y" period of the plan, that being the leave portion, the Teacher will be paid the amount accumulated by the trust account. The interest accrued in the trust account to the end of the calendar year ending the "x" period of the plan, shall be paid to the Teacher in each of those calendar years. During the "y" period, the monies in the trust account shall be paid to the Teacher in accordance with the agreement executed by the Teacher and the Board pursuant to Clause 13.13. Such interest is treated as employment income for the purpose of the Income Tax Act and shall be paid by December 31st in each year. A statement of each Teacher's account will be issued at the end of each school year upon request of the Teacher.

13.06 Benefit Plans

Subject to the eligibility requirements of any insurance policies, prior to the commencement of leave in the "y" year or semester of the plan, Teachers may make arrangements for continued benefit coverage by making full premium payments in advance of commencement of such leave.

- 13.07 Upon return from the leave of absence, the Teacher shall be placed in the same or comparable position as that held prior to the commencement of leave (subject to redundancy and transfer). The period of absence will not count as experience for purposes of advancement on the salary grid.

- 13.08 Sick leave credits shall be maintained but shall not accumulate during the period of leave.

- 13.09 It is understood that a self-funded leave plan, approved for an individual Teacher, is not necessarily related to professional enrichment but shall be used and enjoyed in any manner which the individual Teacher determines appropriate.

- 13.10 In the event of the death of a Teacher at any time during the term of the self-funded leave plan, any money which has been deducted from salary and deposited in a trust account in accordance with the plan and which remains unpaid, shall be paid, together with interest thereon, to the estate of the Teacher within sixty (60) days of receipt of written notification of death.

13.11 Termination

- (a) **A** Teacher who has obtained Board approval for a self-funded leave plan and who wishes to cancel his/her participation in such plan may do so by advising the Supervisory Officer responsible for Human Resources or designate in writing by no later than April 1st of the school year immediately preceding the commencement of the leave, where such leave is scheduled to commence on September 1st.
- (b) In the event of early withdrawal from the Plan, the participant will pay an administrative charge of \$100.00.
- (c) **A** declaration of redundancy shall be deemed to be written notice of withdrawal from the plan on the effective date of the redundancy, but no withdrawal charge will be required.
- (d) **A** Teacher who has commenced a leave of absence and who wishes to return to teaching during the period for which such leave of absence has been granted, may

25

notify the Supervisory Officer responsible for Human Resources or designate, in writing, by no later than April 1st of his/her desire to commence teaching on September 1st following the commencement of the leave, where such leave has commenced at the beginning of Semester II.

- (e) In the event that notice in writing is not received, the Board will have no obligation to consider such Teacher for any teaching position until the conclusion of the leave of absence originally approved.
- (g) In the event that the leave of absence is not taken, or is not completed as originally approved, the Board will pay to the Teacher any money which has been deducted from salary and deposited in a trust account, in accordance with the plan, and which remains unpaid, together with interest thereon, within sixty (60) days of receipt of written notification to leave the plan.
- (g) All amounts held for the employee's benefit under the arrangement shall be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.

13.12 Seniority shall continue to accumulate while a Teacher is on a self-funded leave approved by the Board. Participation in a self-funded leave will not result in any break in continuous service.

13.13 Where the Board approves an application for a self-funded leave, the Teacher shall be required to enter into an agreement with the Board setting out the terms and conditions of such leave. The Board will not be required to implement any approved self-funded leave plan unless an agreement with the Teacher has been executed.

13.14 The Teacher shall return to his/her employment with the Board, after the leave of absence of one (1) year, for a minimum of one (1) year. In the case of a one-semester leave, the return to employment shall be for a minimum of one (1) semester.

ARTICLE 4 - II BENEFITS

14.01 Eligibility

Full-time and part-time Teachers shall, subject to the eligibility requirements or as specified by the Board's insurers, be entitled to participate in the benefits provided in this Agreement. Teachers must apply and qualify under the various coverage available and satisfy the insurance carriers of their entitlement. It is understood that the Board contributes to group insurance premiums and is not a supplier of actual benefits. The terms of the insurance contracts will prevail at all times.

14.02 In the case of part-time Teachers, the Board's contribution for premiums will be pro-rated according to the percentage of teaching time worked. The Teacher will be responsible for the remaining portion of the pro-rated premium.

14.03 The Insured Benefit Plans of the predecessor Boards as per the plans in effect on August 31, 1998 will continue until August 31, 1999.

14.04 Effective September 1, 1999, the Board shall pay 90% and the Teachers 10% of the premiums for the new Insured Benefit Plans which shall include the following insured benefits:

- (1) Group Life Insurance for Teachers @ 3x salary;
- (2) Accidental Death & Dismemberment @ 3x salary;
- (3) Dental Plan @ Blue Cross (9) equivalent; ortho @ 50%/\$2,000; Fee Guide @ current -1 year; deductible @ nil;
- (4) Extended Health Coverage: Deductible @ \$10/\$20 excluding semi-private & vision; Drug formulary 2; Hearing Aids @ \$400/5 years; paramedical R/C \$500; Vision @ \$200/24 months; Pay direct; Other Health; Travel Plan;
- (5) Long-term Disability to be administered by the Board with all premiums paid by the Teachers.

It is understood that eligibility conditions will be determined by the carriers.

14.05 It is understood that should a Teacher wish to return to employment with the Board after having gone on Long-Term Disability, the Board will guarantee employment of the Teacher, subject to redundancy, and the following conditions shall prevail:

- (i) the Teacher must apply for return within five (5) years of the date of receipt of LTD benefits;
- (ii) the Teacher must provide a certificate from a physician acceptable to the Board as to the Teacher's ability to return to a teaching position; and
- (iii) the Teacher must make application by November 30th to return to a non-semestered school on January 1st or to return to a semestered school at the start of Semester II. The Teacher must make application by April 1st to return on September 1st.

ARTICLE 15 - SENIORITY

15.00 General

The purpose of this article is to establish the process by which seniority will be calculated.

15.01 Seniority Defined

- (a) For the purpose of this agreement, seniority shall mean the length of continuous service with the Bargaining Unit, from the most recent date of commencement of employment with this Board or its predecessor Board(s) which shall include Regiopolis-Notre Dame, Nicholson Catholic College or South Cottage School (Beechgrove). In addition, Teachers hired under terms of Bill 30 shall have their seniority with the Board of origin recognized in this calculation.
- (b) For the purpose of this agreement, "continuous service" shall include being on the recall list, exchange teaching, loan to DND, Association Leaves and all leaves taken with the approval of the Board, including leaves for lengthy illness.

15.02 Seniority List

- (a) The Seniority List shall provide in decreasing order of seniority, the names of the Teachers and the date of commencement with the Bargaining Unit;
- (b) For the purpose of establishing a list, where seniority is equal, the tie shall be broken according to the following criteria and according to the following order:
 - (i) total years of teaching experience recognized for salary purposes as defined in Article 6;
 - (ii) highest qualifications in accordance with QECO;
 - (iii) by draw, conducted by senior administration of the Board in the presence of OECTA representatives.

(c) Change in Order Within a Year Class

It is understood that the seniority list is not static and the order within a year class may change over time. For example a person who achieves a higher QECO rating in the future may advance over other persons within the same year class with a lower QECO rating.

- (d) The seniority list will be updated each year and the Board will post a copy of the list at each Teacher worksite and will provide a copy of the list to the President(s) of the local OECTA unit(s) by February 1. Teachers will be required to submit, in writing, concerns regarding their own seniority to the Supervisory Officer with responsibility for Human Resources by February 21. The Board will review Teacher concerns and distribute a revised list to Teacher sites and local unit office(s) by March 15.

- (e) For purposes of seniority, part-time Teachers shall not be prorated, except as provided for in Article 15.02 (b)(i).

15.03 Acting Vice-Principal and Principal Positions

- (a) The Parties agree that a Teacher may be appointed to the position of Acting Principal or Vice-principal for a period of up to one (1) year, and not to exceed two (2) years, in the case of a temporary absence as a result of an extended maternity leave or extended illness. For the purpose of determining seniority, service in an acting position shall be considered as continuous service within the Bargaining Unit. This provision does not apply to vacancies.
- (b) Any extension of the time periods in 15.03(a) shall be by mutual agreement between the Parties.
- (c) During the period of the acting assignment, the Teacher shall continue to pay federation fees and shall be governed by the provisions of the Collective Agreement, except as provided in 15.03(d) and (9).
- (d) Salary and duties for such acting positions shall be in accordance with the Board's salary schedule and expectations for Principals/Vice-Principals.
- (e) The Board agrees to replace any member of the Bargaining Unit who accepts an Acting Principal/Vice-Principal position, save and except as agreed by the Parties. It is understood that the member shall return to the same school at which he/she was located prior to the acceptance of the acting assignment. In the case of an elementary Teacher, the individual shall return to the same division unless there is mutual agreement to the contrary. In the case of a secondary Teacher, the individual shall return to the same department unless there is mutual agreement to the contrary. In the case of a Teacher with system-wide responsibilities or with a position of added responsibility within a school, the individual shall return to the same position, provided that it exists.
- (9) While performing the duties of Principal/Vice-Principal, the Acting Principal/Vice-Principal shall be entitled to the legal services of the Board consistent with the provision of such services accorded to Principals/Vice-Principals.
- (g) No Teacher shall be assigned to the position of Acting Principal/Vice-Principal without his/her consent.

ARTICLE 16 - SCHOOL ORGANIZATION, STAFFING PROCESS, ASSIGNMENT TO SCHOOLS, TRANSFER, REDUNDANCY AND RECALL

16.00 General

The purpose of this article is to establish the process by which schools will be organized, Teachers will be:

- (a) assigned to a school;
- (b) identified as surplus to the needs of an individual school;
- (c) reassigned to other schools, or released and placed on recall if necessary due to redundancy.

16.01 (a) Prior to January 5, the Principal of each school will forward projected enrolment data, projected organizational model and projected staffing needs for the upcoming school year, to the appropriate Supervisory Officer for approval. The school organization plan will identify staff placements, and, where known, surplus teaching staff, Teacher transfers, changes in teaching status, and Teacher returns and leaves and other changes in the staff organization for the next school year.

(b) The Supervisory Officer responsible for a particular school will communicate with the Principal of the school by January 30 to review school organization and staffing needs for the upcoming school year. Actual and projected enrolment data, and, where known Teacher leaves and returns, transfers, resignations, retirements and other summary data will be discussed as part of the communication.

(c) By April 3, the Supervisory Officer responsible for Human Resources, or designate, will discuss with each school Principal the names of Teachers who have:

- (i) requested a full or part-time leave;
- (ii) indicated a return from leave;
- (iii) requested an increase in teaching time;
- (iv) notified the Board of their intention to resign or retire.

(d) Prior to April 25, following Round One transfers, the Principal will submit updated projected enrolment data, projected organizational model and projected staffing needs to the appropriate Superintendent for approval.

(e) (i) (aa) In the placement of Teachers, the following principles shall be used in ranked order:

- (1) program requirements;
- (2) qualifications for the assignments in accordance with Ministry of Education and Training Regulations;
- (3) where program requirements and qualifications are relatively equivalent, seniority shall be the predominant factor.

(bb) By April 2, each Principal shall identify vacancies within his/her school. Prior to declaration of surplus teaching staff, all vacancies within the school shall be made available to Teachers at the school. The Principal

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

shall appoint Teachers requesting vacant positions to those vacancies in accordance with the principles of 16.01(e)(i)(aa).

By April 5, the Principal shall provide a list of vacancies by division or subject specialty to the appropriate Supervisory Officer and the Human Resources Department.

(cc) Round One

Prior to Round One, the Board agrees, as a courtesy, to provide to the local unit(s) of OECTA, a copy of the projected school organizational model and the list of Round One vacancies.

By April 9, the first list of vacancies resulting from the staffing process in 16.01(e)(i)(bb) shall be posted throughout the system. All Teachers who have completed their probationary period may apply for such positions, indicating their preference in rank order, by April 16.

By April 23, Teachers will be placed to the Round One vacancies in accordance with the principles of 16.01(e)(i)(aa). Teachers who decline a Round One transfer shall remain in their original schools. It is understood that Teachers who accept a Round One Transfer shall not be eligible for positions in the Round Two Transfers.

(dd) Round Two

Prior to Round Two, the Board agrees, as a courtesy, to provide to the local unit(s) of OECTA, a copy of the projected school organizational model and the list of Round Two vacancies.

By April 26, a second list of vacancies resulting from the placement of Teachers in the Round One positions will be posted throughout the system. All Teachers who have completed their probationary period, and probationary Teachers who have been declared surplus, may apply for a Round Two vacancy, indicating their preference in rank order, by May 3.

By May 10, Teachers will be placed to the Round Two vacancies in accordance with the principles of 16.01(e)(i)(aa). Teachers who decline a Round Two transfer shall remain in their original school.

(ee) It is understood that Teachers who are successful in a Round One or Round Two transfer will not be considered for another Teacher-requested transfer for a period of three (3) years.

(ff) Two representatives of the local unit of OECTA shall be invited to attend the Round One and Round Two transfer meetings as observers.

(gg) Any Teacher declared surplus who refuses a vacant position with the Board, shall be declared redundant and placed on the recall list.

- (hh) Any vacancies remaining that cannot be filled by surplus or redundant Teachers in accordance with the principles of 16.01(e)(i)(aa) shall be filled by Teachers external to the system.
- (ii) If a Teacher accepts a position for which he/she does not presently hold qualifications, he/she shall agree in writing to begin such requalification prior to September of the upcoming school year and is subject to transfer if such qualifications are not acquired within one (1) academic year.
- (iii) When a Teacher has been declared surplus to the requirements of a particular school and has accepted a transfer to another school, he/she shall have first claim to any vacancy that occurs in his/her original school for which he/she is qualified, up to September of that year.

Redundancy

- (9) Where reduction of teaching staff is necessary, reductions will be made on the following basis:
 - (i) normal attrition;
 - (ii) reverse order of seniority list, subject to program requirements and Teacher qualifications in accordance with Ministry of Education and Training Regulations.

By April 15, the Board shall notify the Local Teachers' Bargaining Unit(s), in writing, of its intention to reduce staff due to redundancy.

By May 15, any Teacher, who is declared redundant, shall receive a letter from the Supervisory Officer responsible for Human Resources stating that the Teacher has been declared redundant. Upon request, the Teacher may receive a letter of recommendation.

Disagreements, with respect to a declaration of redundancy, are subject to the Grievance Procedure, originating at Step 2, and shall be filed no later than May 31.

Recall/ Release

- (g) (i) Teachers declared redundant shall be placed on a Recall List for a period of two (2) years. All Teachers on the Recall List shall be offered positions pursuant to Article 16.01(e)(i)(aa), prior to any vacancy in the local Teachers' Bargaining Unit(s) being declared. It is understood that Teachers may refuse any posting more than forty-five (45) kilometres from their home or point of entry into the Board's geographic area without penalty. Where a Teacher refuses two (2) positions within the aforementioned distance, their name shall be removed from the Recall List.
- (ii) Upon recall, the Teacher shall be accorded accumulated seniority and contractual rights.

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

- (iii) All Teachers on the Recall List shall continue to be considered for a period of two (2) years subject to (i) above and (iv) below.
- (iv) Teachers on the Recall List shall be responsible for reporting in writing any change of address or telephone number to the Board with a copy to the Local Teachers' Bargaining Unit(s). It is understood that the Teacher will remain in reasonable contact with the Board during this time period. Teachers shall respond to an offer of Recall within forty-eight (48) hours. Except as provided in (i) above, Teachers who fail to respond to two (2) offers of Recall, shall have their names removed from the Recall List.
- (v) All vacant teaching positions remaining after Round Two placements shall be identified by June 1st. These positions shall be offered to the Teachers on the Recall List in order of seniority if they are qualified or if they agree to become qualified within one academic year of appointment.
- (vi) If a Teacher accepts a position for which he/she does not presently hold qualifications, he/she shall agree in writing to begin such requalification prior to September of the upcoming school year. Teachers who are not qualified for positions they accept shall have one academic year in which to become qualified. Failure to meet this requirement shall result in the Teacher being transferred to a position for which he/she is qualified.
- (vii) By mutual agreement, Teachers who are on the Recall List, and are recalled to a teaching assignment that is a lesser percentage than the teaching assignment they had prior to being declared redundant, shall retain their seniority on the Recall List until they receive a teaching assignment(s) equivalent in time to the one they had when they were declared redundant.

16.02 During the period September 1, 1998 to August 31, 2000, should the Board find it necessary to adjust staff during the school year, it shall place up to three (3) F.T.E. Teachers, by seniority, within a teacher pool for the purposes of itinerant assignments for the remainder of that academic year. To remain in this pool, Teachers must accept assignments. Reasonable assignments shall be made by the Board subject to distance and qualifications. Such Teachers shall be paid full salary and benefits prorated to F.T.E. pursuant to this agreement.

16.03 Resignation or Retirement

A Teacher desiring to resign or retire shall notify the Board in writing as follows:

- (a) In the case of a non-semestered school, Teachers must notify the Board by November 30 to resign or retire on December 31 or must notify the Board by April 1 to resign or retire on June 30 or August 31;
- (b) In the case of a semestered school Teachers must notify the Board by December 31 to resign or retire at the end of Semester I or must notify the Board by April 1 to resign or retire on June 30 or August 31.

It is understood that the maximum retirement age for Teachers shall be sixty-five (65) subject to an extension from year to year as granted by the Board. Such extension is to be approved in writing by the Board upon application by the Teacher for any such extension.

Nothing in this clause precludes a release from a contract by mutual agreement of the Board and the Teacher.

16.04 Newly-Created or Newly-Identified Vacancies

Should a teaching position be newly created or declared vacant during the school year prior to the Round One or subsequent to the Round Two transfers, the Board shall post the vacancy or new position throughout the system for a period of five working days.

All Teachers who have completed their probationary period may apply for the position. Placement shall be in accordance with the principles of 16.01(e)(i)(aa).

It is understood that a vacancy created by the placement of the successful applicant to the initial vacancy need not be posted internally.

It is further understood that should an external candidate be hired to fill the resulting vacancy, that Teacher, at the time of hire, shall complete a request for a voluntary transfer for the next school year. Any residual position within the school to which the external candidate was placed shall be added to Round One transfers. The Teacher externally hired shall be considered in Round Two transfers.

All bargaining unit positions with a responsibility allowance shall be posted for five (5) working days. Qualified applicants, upon application, shall be interviewed by the Board. It is understood that a vacancy resulting from the appointment of an internal candidate to a position with a responsibility allowance shall be filled in accordance with 16.04.

The Board agrees, as a courtesy, to provide a copy of all postings for all bargaining unit positions to the President(s) of the local unit(s) of OECTA.

During the summer months, the Board shall provide a posting mechanism that shall be readily accessible to all Teachers. By June 1, the Board shall communicate the process to the local unit(s) of OECTA and shall provide a copy to the local OECTA school representatives for posting at each school and Board Office.

16.05 Transfer Consultation

- (a) The parties recognize that professional growth and renewal may be enhanced by access to a variety of placements during the course of an individual teaching career.

The Board agrees to consult with the President(s) of the local unit(s) of OECTA prior to implementing any system of Board-wide transfer on a cyclical basis.

- (b) The Board agrees to consult with an individual Teacher through the appropriate Supervisory Officer prior to the implementation of an administrative transfer. The Teacher may request the President(s) of the local unit(s) of OECTA to attend the meeting.

■6.06 School Opening(s)/Closure(s)

The Parties recognize that the above procedures may not be applicable in situations of school closures or the initial staffing of a new school. The Board agrees to consult with OECTA concerning staffing criteria, prior to making staffing decisions in these circumstances.

ARTICLE 17 - FULL AND PART-TIME POSITIONS

- 17.01 A full time Teacher who has completed the probationary period with this Board may apply for a part time leave. This application shall be in writing and shall include a specified time period which must correspond to school terms, semesters, or years.
- 17.02 The Supervisory Officer responsible for Human Resources or designate may grant, in writing, requests for a part time leave.
- 17.03 The Teacher is guaranteed to return to his/her former or comparable position with the Board at the end of such period.
- 17.04 Such an opportunity may arise where two (2) qualified Teachers mutually desire and agree to share the responsibilities of one position on a daily basis. The request for such job sharing must be made to the Supervisory Officer responsible for Human Resources or designate.
- 17.05 Decisions made by the Supervisory Officer responsible for Human Resources in 17.02 and 17.04 will be totally within the discretion of the Supervisory Officer responsible for Human Resources.

ARTICLE 18 -JUST CAUSE

- 18.01 (a) The Board will not discipline or discharge a Teacher except for just cause. It is understood that this provision is subject to the denominational requirements of the Board with respect to Teachers in accordance with the Canada Act. It is further understood that Teachers who have not completed their probationary period may be released by the Board at a lesser standard of just cause as an Arbitration Board or an Arbitrator may determine.
- (b) Where the matter concerned is of a denominational nature, the Board and the Local Bargaining Unit(s) of OECTA, may, prior to discipline, demotion, discharge or suspension, attempt to resolve the matter on a personal basis through religious counselling. The assistance of the Bishop of the Diocese or his designate may be invited.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.01 Definition

- (a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable. It is the mutual desire of the Board and Teachers that all grievances shall be adjusted as quickly as possible.
- (b) A "Party" shall be defined as:
 - (i) OECTA;
 - (ii) the Board.
- (c) A "Teacher" shall be defined as an individual Teacher or a group of Teachers, or the Local Teachers' Bargaining Unit.
- (d) "days" shall mean regular calendar days unless, otherwise indicated.

19.02 A Teacher shall have the right to have present a representative from OECTA to assist the Teacher at any stage in this grievance procedure. The Board shall have the right to have present a local representative from the Board at any stage in this grievance procedure. By mutual agreement between the parties, either Party may have the right to have an external advisor present at any stage of this grievance procedure.

19.03 Procedure

Informal Stage

Any dispute to be recognized as a grievance must be discussed by the Teacher with the Board representative who is responsible for the alleged contravention of the Collective Agreement within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the Board representative is unable to resolve the dispute, the grievor may file a formal grievance at Step One, within ten (10) days of the informal stage. An individual Teacher wishing to start a grievance must have the support and endorsement of the Unit.

Step One

A Party may initiate a written grievance with either the Supervisory Officer responsible for Human Resources or the Local Unit President. Either Party may initiate a problem-solving meeting within the ten (10) day period. In the case of a grievance initiated by the bargaining unit, the Supervisory Officer responsible for Human Resources shall answer the grievance in writing within ten (10) days after receipt of the grievance. In the case of a grievance initiated by the Board, the President of the Local Unit of OECTA shall answer the grievance in writing within ten (10) days of receipt of the grievance.

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Collective Agreement, identify all clauses alleged to have been violated by specific number: AND
- (ii) a statement of the facts to support the grievance; AND
- (iii) the total settlement sought; AND
- (iv) the signature of the duly authorized official of OECTA and the Teacher concerned.

The written grievance is not subject to change after submission.

Step Two

If the grievance is not to be deemed as settled on the basis of the answer given in Step One, OECTA shall within ten (10) days of receipt of the written reply of the Supervisory Officer responsible for Human Resources, refer the matter to the Board's Grievance Committee. The Board's Grievance Committee shall meet with the OECTA Grievance Committee within ten (10) days of receipt of the written request of OECTA to discuss and endeavour to solve the problem.

The Board's Grievance Committee shall answer the grievance in writing within ten (10) days of the meeting.

19.04 If the grievance is not to be deemed as settled on the basis of the answer given above, OECTA shall within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

19.05 Policy and Group Grievance

OECTA has the right to file a policy grievance or group grievance on behalf of two or more Teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the Party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One by either Party. In the case of the Board, such grievance shall be filed with the President of the Local Unit of OECTA. At Step Two, the Board's Grievance Committee shall present its grievance to the Local Unit of OECTA Grievance Committee.

19.06 Arbitration

The Party desiring arbitration shall notify the other Party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other Party either that it accepts the other Party's appointee as a single Arbitrator or inform the other Party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to

appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either Party.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The decision by the Arbitration Board shall be final and binding upon the parties and upon any Teacher or Board affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

19.07 All time lines in this Article may be extended by mutual agreement, in writing, of the two Parties.

9 Expedited Arbitration (Ontario Labour Relations Act)

- (a) Notwithstanding the procedure above, either Party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act.
- (b) A written request may be made after the Grievance procedure under the Collective Agreement has been exhausted, or after thirty (30) days have elapsed from the time at which the grievance was first brought to the attention of the other Party, whichever occurs first.
- (c) Despite 19.08 (b) above, where the grievance is respecting discharge or other termination of employment, a request may be made in writing after the Grievance Procedure under the Collective Agreement has been exhausted, or after fourteen (14) days have elapsed from the time at which the grievance was first brought to the attention of the other Party, whichever occurs first.
- (d) No such request in 19.08(b) or 19.08(c) above shall be made beyond the time stipulated for referring the grievance for arbitration.

19.09 Grievance/Mediation (Ontario Labour Relations Act)

The Parties may agree by mutual written agreement at any time, to refer one or more grievances to grievance mediation/arbitration in accordance with Section 50 of the Ontario Labour Relations Act.

ARTICLE 20 - WORKING CONDITIONS

20.00 Elementary and Secondary School Staffing

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

20.01 Elementary

(a) **Class Size**

The Board shall ensure that the average size of its elementary school classes, in the aggregate, does not exceed 25 pupils or such alternate number as may be permitted by legislation. The Board shall determine the average size of its classes, in the aggregate, as of October 31 each year, and the determination shall be made in accordance with Section 170.1 of the Education Act which may be amended from time to time.

(b) **Preparation Time**

- (i) Effective September 1, 1999, full-time Teachers in elementary schools shall be granted 200 minutes within the pupil instructional day per week for the purpose of preparation, consultation, planning, and evaluation time, exclusive of recess and the Teacher's forty (40) minutes of uninterrupted lunch time.
- (ii) In elementary schools, the Principal in consultation with the Superintendent, where necessary, shall distribute equitably, preparation and planning time entitlement with a minimum assignment of not less than twenty (20) minutes and, where possible, forty (40) minutes.
- (iii) Part-time Teachers will have their preparation and planning time pro-rated.
- (iv) Where a Teacher does not receive the minimum amount of preparation and planning time per month, the Teacher shall bank the time not received. The banked time shall be rescheduled by the Principal in consultation with the Teacher, at a later date in the same school year.

20.02 Secondary

- (a) The Board shall ensure that the average size of its secondary school classes, in the aggregate, does not exceed 22 pupils or such alternate number as may be permitted by legislation. The Board shall determine the average size of its classes, in the aggregate, as of October 31 of each year, and in accordance with Section 170.1 of the Education Act which may be amended from time to time.
- (b) The Board shall ensure that, in the aggregate, its classroom Teachers are assigned to provide time tabled instruction to pupils for an average of at least twelve hundred and fifty (1250) minutes (during the instructional program) for each period of five

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

instructional days during the school year. The calculation of the amount of time that classroom Teachers are assigned is to be based upon all of the Board's classroom Teachers and their assignments (on a regular timetable) on every instructional day during the school year.

For the purpose of clarity, a classroom Teacher in a secondary school is assigned to provide instruction only when he/she is assigned in a regular timetable to invigilate examinations or to provide instruction in:

- (i) a course or program that is eligible for credit;
 - (ii) a special education program;
 - (iii) a remedial class, the purpose of which is to assist one or more pupils in completing a course or program that is eligible for credit or required for an Ontario Secondary School Diploma;
 - (iv) an English as a Second Language or actualisation linguistique en français program;
 - (v) an apprenticeship program;
 - (vi) a co-operative education program; or
 - (vii) any other class, course or program specified or described in a regulation made under Clause 13(a) of An Act to Amend the Education Act with Respect to Instructional Time (Bill 63).
- (c) The Board shall allocate to each school a share of the Board's aggregate minimum time for a school year for all of its classroom Teachers (during which they must be assigned to provide instruction to pupils).
- (d) Effective September 1, 1999, a full-time Classroom Teacher shall be assigned three (3) credits per semester in a semestered school or six (6) credits per school year in a non-semestered school. Part-time Teachers shall be pro-rated.

The 1250 minutes of instructional time shall be assigned as follows:

Teacher/Teachers with a Teacher Advisory Group

Three credit classes x 72 minutes x 5 days	=	1080
TAG 12 minutes per day x 5 days	-	60
Additional instruction	=	<u>110</u>
TOTAL	=	1250

The 110 minutes of additional instructional duties shall include scheduled duties such as library services, special education, remediation, and other provincially mandated programs or it may be used to provide up to 1.5 periods of on-call in place of the scheduled instruction.

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

Each Teacher shall be provided with three 72-minute periods or equivalent per week of time for preparation and planning.

Non-instructional supervision shall be assigned equitably among the Teachers.

ARTICLE 21 - RESPONSIBILITY ALLOWANCE

21.01 A Co-ordinator with Board-wide responsibility shall receive an initial allowance of five thousand, six hundred dollars (\$5,600.00) with an additional five hundred dollars (\$500.00) for the following year, to a maximum of six thousand, one hundred dollars (\$6,100.00).

21.02 A Consultant or a Resource Teacher or a Special Assignment Teacher with Board-wide responsibility shall receive an initial allowance of three thousand, six hundred dollars (\$3,600.00) with an additional increment of two hundred and fifty dollars (\$250.00) per year of experience to a maximum of four thousand, one hundred dollars (\$4,100.00).

21.03 A Secondary School Department Head shall receive an allowance of three thousand, eight hundred dollars (\$3,800).

21.04 Effective September 1, 1999, a Secondary School Assistant Department Head shall receive an allowance of two thousand dollars (\$2,000.00).

21.05 Senior Teacher

During the period September 1, 1998 to August 31, 2000, where the Board appoints a Senior Teacher, an annual responsibility allowance of one thousand, four hundred and fifty dollars (\$1,450.00) shall be paid.

21.06 Teacher in Charge

(a) Where neither a Principal nor Vice-Principal are presently in a school, and are temporarily unavailable, the Principal may appoint a Teacher in Charge.

(b) After a temporary absence of a Principal or Vice-principal of one (1) complete day, the Teacher in Charge shall receive a daily upgrade of \$25.00 per day to a maximum of \$1,000.00 per year.

21.07 It is understood that the Senior Teacher and the Teacher in Charge noted in 21.05 and 21.06 shall not evaluate members of the bargaining unit.

21.08 It is understood that the appointment or non-appointment of persons to positions of responsibility named in this Article will be totally within the discretion of the Board.

21.09 In the event that the Board should create new position(s) of responsibility within the bargaining unit subsequent to the signing of this Collective Agreement, a Committee comprised of representatives from OECTA and the Board will be convened to review the new position(s) and negotiate appropriate allowance(s) if warranted. The Committee will make its recommendation to the Board, through the Director of Education.

ARTICLE 22 - PROBATIONARY PERIOD

22.01 A newly-hired Teacher with less than three (3) years of teaching experience shall have a two (2) year probationary period. A newly-hired Teacher with three (3) or more years of teaching experience shall have a one (1) year probationary period.

ARTICLE 23 - PERSONNEL FILES

- 23.01 A Teacher shall have access during normal business hours to the Teacher's personnel file(s) held by the Board or its officials within three (3) days of a written request to the Supervisory Officer responsible for Human Resources or designate. It is understood that an appropriate Board staff member shall be present when the Teacher reviews his/her file.
- 23.02 If a Teacher disputes the accuracy of information in the file(s), the Teacher may write a response to be appended to the item(s) he/she feels is inaccurate.
- 23.03 A Teacher may request a photocopy of material contained within his/her personnel file(s).
- 23.04 No disciplinary or evaluatory documentation shall be placed in a Teacher's personnel file(s) unless a copy is sent to the Teacher.

ARTICLE 24 - CONTINUING EDUCATION

Definitions

- 24.01 A Continuing Education Teacher is a Teacher who teaches credit courses, for Diploma purposes, in Night School or Summer School.
- 24.02 The Board recognizes that the Ontario English Catholic Teachers' Association is the sole authority to bargain for all Continuing Education Teachers employed by the Board. Any Agreement made between the parties concerning Continuing Education Teachers shall form a part of the Collective Agreement with its own terms and conditions.
- 24.03 A credit shall be defined for the purpose of this Agreement as a course of study taught in a Continuing Education program for the number of hours determined by the Ministry of Education and Training requirements for the granting of credits.
- 24.04 Courses of study shall meet the requirements of the Ministry of Education and Training and the Board. Approved Board programmes, where available, must be used in all subjects.

Postings

- 24.05 The Board shall post a notice by April 15th in each school and the Board Office inviting applications to teach credit courses in the ensuing Summer School Program. The Board agrees to provide a copy of all postings for all bargaining unit positions to the President(s) of the Local Unit(s) of OECTA.
- 24.06 The Board shall post a notice by June 15th in each school and the Board Office inviting applications to teach in the Fall Continuing Education Program. The Board agrees to provide a copy of all postings for all bargaining unit positions to the President(s) of the Local Unit(s) of OECTA. A second notice shall be posted by the school Principal on the first day of school in September should vacancies exist.
- 24.07 If all positions are not filled by the end of the first week of school in September, the Board may hire externally.

Staffing

- 24.08 Continuing Education Teachers shall:
- (a)
 - (i) hold a valid Certificate of Qualification as a Teacher in a secondary school in Ontario; or
 - (ii) hold an Interim Certificate of Qualification granted by the Ontario College of Teachers; or
 - (iii) have been granted a Letter of Permission by the Ministry of Education and Training.
 - (b) All Continuing Education Teachers shall be subject to evaluation based on Board Policy.

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

- 24.09 If conditions of redundancy apply, first preference for Continuing Education Teachers shall be given to redundant Teachers and Teachers who have not been able to obtain their full entitlement, subject to qualifications.
- 24.10 If conditions of redundancy do not apply, Teachers employed by the Board and who hold a valid Certificate of Qualification for the course, shall have first preference for Continuing Education positions.
- 24.11 Where two or more Teachers make application for the same position, and all candidates have the required academic qualifications and no adverse written evaluation, as per Board policy, service in Continuing Education credit courses with this Board shall be the deciding factor.
- 24.12 A Teacher shall be required to be present in school only during the time which he/she is performing normal, regular and associated duties.
- 24.13 It is understood and agreed that the salary rate per credit includes the requirement for performing all of the normal, regular and associated duties as required, including registration, instruction, individual assistance, examination and reporting.

Remuneration

- 24.14 Continuing Education Teachers are paid an hourly rate.
- 24.15 Continuing Education Teachers are paid an inclusive hourly wage of \$31.20 composed of \$30.00 plus \$1.20 for vacation entitlements under the Employment Standards Act.
- 24.16 Where the credit course the Teacher has been hired to teach is canceled, and the cancellation occurs after the Teacher has begun classes, the Teacher shall continue to be employed for a minimum of two (2) instructional classes and shall be assigned duties by the Administrator or designate of the Summer School or Night School Program.
- 24.17 (a) Continuing Education Teachers shall be paid twice per month according to time sheets submitted. Payment is by bank deposit.
- (b) The Board will deduct 1.25% of salary for Federation fees. The Association shall advise the Board in writing of any change in the amount of the fees authorized by the Association's membership in keeping with the Constitution and Bylaws of the Association. The Board shall process, through the established procedures, the total amount so deducted and shall remit by cheque the amount on or before the fifteenth day of the month following the month of deduction to the General Secretary of the Ontario English Catholic Teachers' Association.
- (c) For the purpose of (b) above, Federation fees shall have the same meaning as union dues defined under Section 47(2) of the Ontario Labour Relations Act.
- (d) The Ontario English Catholic Teachers' Association and the local unit, as the case may be, shall indemnify and save the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OECTA or the local unit.

Algonquin-Lakeshore OECTA Collective Agreement 1998 - 2000

24.18 The Board shall provide, to the President(s) of the Local Unit(s) of OECTA, a list of the Teachers employed in each session of Continuing Education within one (1) week of the commencement of each session.

24.19 The Board shall provide to those Continuing Education Teachers, who are not already employed by this Board, a copy of Article 24.00 upon commencement of their duties.

ARTICLE 25 - TRAVEL ALLOWANCE

25.01 Teaching personnel required to travel in the course of their duties and as provided for in Board policy, will be paid a travel allowance at the rate of thirty-three cents (\$0.33) per kilometer.

It is further agreed that if the rate of thirty-three cents (\$0.33) per kilometer is increased for any other employee of the Board during the term of this contract, the thirty-three cents (\$0.33) per kilometer figure will be adjusted so that Teachers will have the benefit of such adjustment.

ARTICLE 26 - LUNCH BREAK

Lunch Time : The Board will provide forty (40) minutes of uninterrupted time for Teachers between the hours of 11:15 a.m. and 1:30 p.m.

ARTICLE 27 - HEALTH & SAFETY

27.01 The Board and the Association agree that the Teachers have a right to representation on the Board-wide Health and Safety Committee.

ARTICLE 28 - EVALUATION PROCEDURE

28.01 The evaluation of a Teacher shall be conducted in accordance with Board Policy.

ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD PAY EQUITY PLAN

Category B will be renamed Category A. Steps 0-11 of the new Category A will be paid at 95% of the rate paid to teachers in Category A I. Step 12 of the new Category A may be accessed by teachers on the basis of the requirements outlined below and will be paid at 100% of the maximum of Category A I.

Adjustments

A teacher who has successfully completed the course requirements listed in (i) (ii) and (iii) below shall move to the maximum of Category A on September 1st or January 1st provided course requirements are completed prior to September 1st or January 1st respectively. No acceptable course shall be included which has been used in any way whatsoever by the teacher for his/her category ranking or other salary purposes under the terms of the Board's Collective Agreement. Movement shall take place as follows:

- (i) in the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category B, 5 acceptable courses at least 4 of which must have been completed since January 1, 1990.
- (ii) in the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category C, 7 acceptable courses at least 5 of which must have been completed since January 1, 1990.
- (iii) in the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category D, 9 acceptable courses at least 6 of which must have been completed since January 1, 1990.

Acceptable courses in (i), (ii) and (iii) above to be determined by Director.

APPENDIX A-I : GRIDS

Current FLA Grid Sept. 1/98

	A	AI	A2	A3	A4
0	\$28,901.93	\$30,423.08	\$32,326.29	\$35,043.59	\$37,405.60
1	\$30,709.98	\$32,326.29	\$34,295.49	\$37,147.78	\$39,645.82
2	\$32,515.14	\$34,226.47	\$36,268.75	\$39,527.06	\$41,890.09
3	\$34,320.32	\$36,126.64	\$38,233.88	\$41,360.24	\$44,125.33
4	\$36,127.41	\$38,028.84	\$40,203.08	\$43,194.44	\$46,368.49
5	\$37,935.46	\$39,932.07	\$42,173.30	\$45,566.60	\$48,609.72
6	\$39,741.59	\$41,833.25	\$44,142.49	\$47,690.10	\$50,851.97
7	\$41,547.72	\$43,734.44	\$46,110.67	\$49,781.09	\$53,092.18
8	\$43,352.89	\$45,634.62	\$48,080.89	\$51,881.24	\$55,333.42
9	\$45,161.91	\$47,538.85	\$50,052.11	\$53,823.02	\$57,575.67
10	\$46,967.07	\$49,439.03	\$52,020.29	\$56,095.72	\$59,818.93
11	\$48,775.13	\$51,342.24	\$53,987.46	\$58,201.95	\$62,056.10
12	\$51,342.24	\$51,342.24	\$55,959.71	\$60,302.09	\$64,299.30

Current HPE Grid Sept. 11/98

	A	AI	A2	A3	A4
0	\$24,930.00	\$27,700.00	\$30,384.00	\$32,747.00	\$33,820.00
1	\$27,656.00	\$30,728.00	\$32,532.00	\$35,163.00	\$36,543.00
2	\$29,993.00	\$33,327.00	\$35,215.00	\$37,579.00	\$39,266.00
3	\$32,139.00	\$35,710.00	\$37,470.00	\$39,995.00	\$41,989.00
4	\$34,285.00	\$38,094.00	\$38,974.00	\$42,411.00	\$44,712.00
5	\$36,333.00	\$40,370.00	\$41,122.00	\$44,827.00	\$47,435.00
6	\$38,381.00	\$42,645.00	\$43,268.00	\$47,243.00	\$50,158.00
7	\$40,527.00	\$45,029.00	\$45,416.00	\$49,659.00	\$52,881.00
8	\$42,623.00	\$47,359.00	\$47,563.00	\$52,075.00	\$55,604.00
9	\$44,333.00	\$49,259.00	\$49,710.00	\$54,491.00	\$58,327.00
10	\$45,416.00	\$50,462.00	\$51,858.00	\$56,907.00	\$61,050.00
11	\$45,416.00	\$50,462.00	\$54,005.00	\$59,320.00	\$63,775.00
12	\$45,416.00	\$50,462.00	\$54,005.00	\$59,320.00	\$63,775.00

APPENDIX A-2 : GRIDS

Effective Feb. 1/919 (FLA Grid) ↓

	A	AI	A2	A3	A4
0	\$29,190.95	\$30,727.31	\$32,649.55	\$35,394.03	\$37,779.66
1	\$31,017.08	\$32,649.55	\$34,638.44	\$37,519.26	\$40,042.28
2	\$32,840.29	<u>\$34,568.73</u>	\$36,631.44	\$39,922.33	\$42,308.99
3	\$34,663.52	\$36,487.91	\$38,616.22	\$41,773.84	\$44,566.58
4	\$36,488.68	\$38,409.13	\$40,605.11	\$43,626.38	\$46,832.17
5	\$38,314.81	\$40,331.39	\$42,595.03	\$46,022.27	\$49,095.82
6	\$40,139.01	\$42,251.58	\$44,583.91	\$48,167.00	\$51,360.49
7	\$41,963.20	\$44,171.78	\$46,571.78	\$50,278.90	\$53,623.10
8	\$43,786.42	\$46,090.97	\$48,561.70	\$52,400.05	\$55,886.75
9	\$45,613.53	\$48,014.24	\$50,552.63	\$54,361.25	\$58,151.43
10	\$47,436.74	\$49,933.42	\$52,540.49	\$56,656.68	\$60,417.12
11	\$49,262.88	\$51,855.66	\$54,527.33	\$58,783.97	\$62,676.66
12	\$51,855.66	\$51,855.66	\$56,519.31	\$60,905.11	\$64,942.35

Effective Feb. 1/99 (HPE Grid)

	A	AI	A2	A3	A4
1	\$25,179.30	\$27,977.00	\$30,687.84	\$33,074.47	\$34,158.20
2	\$27,932.56	\$31,035.28	\$32,857.32	\$35,514.63	\$36,908.43
3	\$30,292.93	\$33,660.27	\$35,567.15	\$37,954.79	\$39,658.66
4	\$32,460.39	\$36,067.10	\$37,844.70	\$40,394.95	\$42,408.89
5	\$34,627.85	\$38,474.94	\$39,363.74	\$42,835.11	\$45,159.12
6	\$36,696.33	\$40,773.70	\$41,533.22	\$45,275.27	\$47,909.35
7	\$38,764.81	\$43,071.45	\$43,700.68	\$47,715.43	\$50,659.58
8	\$40,932.27	\$45,479.29	\$45,870.16	\$50,155.59	\$53,409.81
9	\$43,049.23	\$47,832.59	\$48,038.63	\$52,595.75	\$56,160.04
10	\$44,776.33	\$49,751.59	\$50,207.10	\$55,035.91	\$58,910.27
11	\$45,870.16	\$50,966.62	\$52,376.58	\$57,476.07	\$61,660.50
12	\$45,870.16	\$50,966.62	\$54,545.05	\$59,913.20	\$64,412.75
13	\$45,870.16	\$50,966.62	\$54,545.05	\$59,913.20	\$64,412.75

APPENDIX A-3 : GRIDS

Effective Sept. 1, 1999 (Combined Grid Harmonized to FLA Grid)

	A	↓ AI	A2	A3	↓ A4
0	\$29,190.95	\$30,727.31	\$32,649.55	\$35,394.03	\$37,779.66
1	\$31,017.08	\$32,649.55	\$34,638.44	\$37,519.26	\$40,042.28
2	\$32,840.29	<u>\$34,568.73</u>	\$36,631.44	\$39,922.33	\$42,308.99
3	\$34,663.52	\$36,487.91	\$38,616.22	\$41,773.84	\$44,566.58
4	\$36,488.68	\$38,409.13	\$40,605.11	\$43,626.38	\$46,832.17
5	\$38,314.81	\$40,331.39	\$42,595.03	\$46,022.27	\$49,095.82
6	\$40,139.01	\$42,251.58	\$44,583.91	\$48,167.00	\$51,360.49
7	\$41,963.20	\$44,171.78	\$46,571.78	\$50,278.90	\$53,623.10
8	\$43,786.42	\$46,090.97	\$48,561.70	\$52,400.05	\$55,886.75
9	\$45,613.53	\$48,014.24	\$50,552.63	\$54,361.25	\$58,151.43
10	\$47,436.74	\$49,933.42	\$52,540.40	\$56,656.68	\$60,417.12
11	\$49,262.88	\$51,855.66	\$54,527.33	\$58,783.97	\$62,676.66
* 12	\$51,855.66	\$51,855.66	\$56,519.31	\$60,905.11	\$64,942.35

* Subject to Article 5.05 of the Collective Agreement.

Appendix A-4 Effective February 1, 2000

	A	↓ AI	A2	A3	↓ A4
0	\$29,482.86	\$31,034.58	\$33,149.55	\$35,894.03	\$38,157.45
1	\$31,327.25	\$32,976.05	\$35,138.44	\$38,019.26	\$40,442.70
2	\$33,168.69	<u>\$34,914.42</u>	\$36,997.75	\$40,321.55	\$42,732.08
3	\$35,010.16	\$36,852.79	\$39,002.38	\$42,191.58	\$45,012.25
4	\$36,853.57	\$38,793.22	\$41,011.16	\$44,062.65	\$47,300.50
5	\$38,697.96	\$40,734.70	\$43,020.98	\$46,482.49	\$49,586.78
6	\$40,540.40	\$42,674.10	\$45,029.75	\$48,648.67	\$51,874.09
7	\$42,382.83	\$44,613.50	\$47,037.49	\$50,781.69	\$54,159.33
8	\$44,224.28	\$46,551.88	\$49,047.32	\$52,924.05	\$56,445.62
9	\$46,069.66	\$48,494.38	\$51,058.16	\$54,904.86	\$58,732.94
10	\$47,911.11	\$50,432.75	\$53,065.90	\$57,223.24	\$61,021.29
11	\$49,755.51	\$52,374.22	\$55,072.61	\$59,371.81	\$63,303.43
12	**	\$54,374.22	\$57,084.50	\$61,651.00	\$66,130.00

** Subject to Article 5.05 of the Collective Agreement

APPENDIX B

Algonquin and Lakeshore Catholic District School Board Pay Equity Plan Category B will be renamed Category A. Steps 0-11 of the new Category P will be paid at 95% of the rate paid to teachers in Category A1. Step 12 of the new Category A may be accessed by teachers on the basis of the requirements outlined below and will be paid at 100% of the maximum of Category A1.

Adjustments

A teacher who has successfully completed the course requirements listed in (i) (ii) and (iii) below shall move to the maximum of Category A on September 1st or January 1st provided course requirements are completed prior to September 1st or January 1st respectively. No acceptable course shall be included which has been used in any way whatsoever by the teacher for his/her category ranking or other salary purposes under the terms of the Board's Collective Agreement.

Movement shall take place as follows:

- (i) in the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category B, 5 acceptable courses at least 4 of which must have been completed since January 1, 1990.
- (ii) in the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category C, 7 acceptable courses at least 5 of which must have been completed since January 1, 1990.
- (iii) in the case of a Teacher qualified in accordance with the Board's Collective Agreement to be placed in Category D, 9 acceptable courses at least 6 of which must have, been completed since January 1, 1990. Acceptable courses in (i), (ii) and (iii) above to be determined by Director

APPENDIX D

ARTICLE 5 : RETIREMENT GRATUITY

5.01 Any Teacher who was in a designated capacity of employment under the Teacher's Superannuation Act 1983, having not less than five (5) consecutive years' full-time service with The Hastings Prince-Edward County Roman Catholic Separate School Board, and who retires from teaching under the provisions of Section 12 or Section 13 of the Teacher's Superannuation Act, shall be eligible to receive a retirement gratuity based of the following formula:

$$RG = 1/2 \text{ of } CSL/200 \times S \times N/20 -$$

Where

RG is the amount of retirement gratuity

CSL is the number of cumulative sick leave days accumulated with this Board to a maximum of two hundred (200) days.

S is the employee's annual salary at the time of retirement.

N is the number of consecutive years of full-time service with this Board to a maximum of twenty (20) years. subject to the Education Act, limiting., the amount of gratuity to a maximum of one-half year's earnings at the rate received by the teacher immediately prior to termination of employment.

5.02 ~~The~~ retirement gratuity shall be paid immediately upon retirement or within one (1) year as directed by the Teacher. 5.03 In the event of the death of a Teacher after the termination of his/her employment in the service of this Board, any allowance or benefit for which he/she is eligible under the retirement gratuity plan and which remains unpaid shall be paid to his/her estate within one (1) year as directed by the Executor.

APPENDIX E

ARTICLE 16 : SICK LEAVE CREDIT GRATUITY PLAN

16.12 Gratuity

- (a) A teacher, after a minimum of five (5) years service with the Board commencing in 1970 immediately prior to retirement and who retires for any of the following reasons, shall be entitled to a sick leave gratuity allowance as provided in (b):
 - (i) death,
 - (ii) permanent disability as defined by the Teachers' Superannuation Act,
 - (iii) becoming eligible for a pension as defined by the Teachers' Superannuation Act and upon submission of proof that payments will commence from the Teachers' Superannuation Act within two (2) months.

- (b) The gratuity subject to eligibility, shall be calculated as follows:
1/200 times the average salary times:
 - (i) 1 % for each of the years from 1 to 10 years of service
 - (ii) 2% for each of the years from 11 to 15 years of service, and
 - (iii) 3% for each of the years from 16 to 25 years of service with the product of the above being multiplied by the total accumulated sick leave reserve credits.

- (c) Average salary is determined on the basis of the most recent three (3) years.

- (d) No gratuity shall be paid to an employee who is dismissed for cause or who legally leaves the employ of the Board.

- (e) Where there is to be a deduction from the accumulated sick leave reserve, these deductions shall be made only after the statutory leave has been exhausted.

- (f) Conditions of Payment
 - (i) The gratuity may be paid at time of retirement, or in January of the year following retirement, or in five (5) equal annual payments beginning in June of the year of retirement.

 - (ii) A teacher applying for this gratuity shall submit written proof that he/she has applied for a pension. He/she shall also register with the Board his/her intention to retire six (6) months before the actual retirement at the same time shall state the method of payment he/she wishes. Failure to so advise the Board will mean that the gratuity will be paid in five (5) equal annual installments beginning January 1st. of the year following retirement.

 - (iii) Where the employment of a teacher is terminated by death, the retirement gratuity becomes payable to the estate if the teacher qualifies for the gratuity.