

COLLECTIVE AGREEMENT

between

**ALGONQUIN AND LAKESHORE CATHOLIC
DISTRICT SCHOOL BOARD**

(hereinafter called the “Board”)

and

ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION

(hereinafter called the “Teachers”)

SEPTEMBER 1, 2004 - August 31, 2008

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ARTICLE 1: 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, it is the purpose and intent of the Parties to set forth the terms and conditions of employment which govern the Teachers of the Board and to provide for a method to settle matters in dispute which may arise between the Parties.

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.
- c) It is understood that individuals on Letters of Permission are included in the definition of Teacher for purposes of this Collective Agreement except for Article 7 (with entitlement to twenty (20) days sick leave per year), 8, 9 (employee retains rights under Employment Standards Act), 10, 13, 15, 16 (employee would be subject to resignation clause), 17, 22, 28, and Letter of Understanding – Group R.R.S.P. The Board shall report to the President of the Local Teachers' Bargaining Unit each appointment made pursuant to Ontario Regulation 183/97.
- d) The Board shall forward to the President of the Local Teachers' Bargaining Unit a list of all Teachers, their home address and phone number, and College of Teachers registration number by September 30. The Board will advise the President of the Local Teachers' Bargaining Unit in January and June of any changes which are reported to the Board.

ARTICLE 3: DURATION AND RENEWAL

- 3.01 This Collective Agreement shall be effective from September 1, 2004 until August 31, 2008 and shall continue automatically thereafter for annual periods of one (1) year unless either Party notifies the other in writing, within the month of February 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. (Retroactivity will be dealt with in the Memorandum of Settlement.)
- 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. It is understood that the fifteen (15) days are exclusive of any Board or Ministry of Education designated holidays.
- 3.03 Any article of this Collective Agreement, other than Article 3.01 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, programmes and courses offered, determine the number of Teachers to be employed, the number of students to be allocated to a programme, 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 education policies, procedures and practices under the Education Act and related Statues.

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 an 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 schedules outlined in Appendices A1, A2, A3, A4, A5, and A6.
- a) Effective August 31, 2004, the salary grid shall be outlined in Appendix A1
 - b) Effective September 1, 2004, the salary grid shall be as outlined in Appendix A2.
 - c) Effective September 1, 2005, the salary grid shall be as outlined in Appendix A3.
 - d) Effective September 1, 2006, the salary grid shall be as outlined in Appendix A4.
 - e) Effective September 1, 2007, the salary grid shall be as outlined in Appendix A5.
 - f) Effective September 1, 2008, the salary grid shall be as outlined in Appendix A6.
- 5.02 The salary of every Teacher will be paid on the basis of twenty-four (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. Notwithstanding the foregoing, the payments shall not be equal in the event the Teacher's annualized pay changes during the term of the Agreement.
- 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 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 Appendix B.

ARTICLE 6: CATEGORY DEFINITIONS

- 6.01 Salary levels shall be interpreted in accordance with the Qualifications Evaluation Council of Ontario (QECO).
- 6.02 a) Effective September 1, 2004 salary levels shall be interpreted in accordance with QECO Programme 4 or QECO Programme 5 as they existed at September 1, 2004.
- b) It shall be incumbent upon the Teacher to provide documented proof in the form of a Group Rating Statement from QECO as to his/her appropriate group classification.
- 6.03 a) Teachers new to the Board without a QECO certificate will be paid in Category A1 until they submit their QECO certificate in accordance with the time lines of Article 6.04.
- b) Teachers new to the Board shall be placed at the minimum experience level of their category until evidence of their teaching experience is submitted in accordance with the time lines of Article 6.05.
- c) All persons teaching on a Letter of Permission will be paid at A or A1 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 A1 applies to persons who have graduated from university.
- 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 January 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 June 30th.
- c) Any salary adjustments occasioned by a change from QECO programme 4 to QECO programme 5 will be effective on September 1st, 2005 for QECO statements received by the director or designate up to January 31st, 2006.
- 6.05 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 thirty (30) days will commence on the date that the Teacher provides written notification to the Board of the perceived misplacement. In 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, in

ARTICLE 6: CATEGORY DEFINITIONS (continued)

- 6.05 c) consultation with the Local Teachers' Bargaining Unit, 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.
- aa) 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
- bb) The Board shall recognize occasional teaching experience as previously recognized by the two predecessor boards, and, effective September 1, 1999, all occasional teaching experience with this Board occurring after September 1, 1998.
- cc) 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 (3) months of date of hire.
- ii) Any salary adjustment occasioned by the provision of letter or letters of experience will be effective on September 1st provided the Board has received the letter or letters prior to January 31st.
- iii) Any salary adjustment occasioned by the provision of letter or letters of experience will be effective on January 1st provided the Board has received the letter or letters prior to June 30th.
- iv) Continuing Education teaching experience shall be granted for credit only as defined by the Province of Ontario. Continuing Education experience shall be prorated to a full course load of 6 credits.
- v) No Teacher shall accumulate more than one year's experience in any school year.
- vi) 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 6.05 d) vi) 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 eight (8) years teaching experience.

ARTICLE 6: CATEGORY DEFINITIONS (continued)

6.05 d) vi) cc) Teachers must provide proof of experience claimed under Article 6.05 d) vi) bb) within three (3) months of their hire date.

vii) It is recognized that the definitions of 6.05 d) vi) aa) 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.

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 and Markers 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, absence resulting in fractions of less than one-half day shall be adjusted upwards to one-half day, and absence 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 credit of twenty (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. By November 1, a statement of accumulated sick leave credit shall be forwarded to the Teacher. A Teacher may request from the Board prior to October 1, with a form provided by the Board, to have the statement sent to him or her through the Board's confidential website in place of the printed statement.
- 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 Upon notice by the Teacher to the Principal or designate, and in accordance with the defined procedure for that school, absence for illness of the Teacher for a period of five (5) consecutive working days or less shall be approved by the Principal. At the discretion of the Supervisory Officer responsible for Human Resources or designate absence over five (5) consecutive working days must be certified by a qualified physician, licentiate of dental surgery or a practitioner.

ARTICLE 7: SICK LEAVE PROTECTION (continued)

- 7.10 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.
- 7.11 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 related to this plan, provided:
- a) that such accumulated reserve be properly certified to the satisfaction of this Board by the previous employer,
 - 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,
 - c) that such accumulated reserve complies with the Statutes, and
 - d) that the accumulated reserve does not exceed the maximum permitted under this collective agreement.
- 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
- a) 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.
 - b) 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.
- 7.14 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:
- a) The Teacher must apply for return within five (5) years of the date of receipt of LTD benefits;
 - b) 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

ARTICLE 7: SICK LEAVE PROTECTION (continued)

- 7.14 c) 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 8: RETIREMENT OR SICK LEAVE GRATUITY AND GROUP RRSP

- 8.01 a) A Teacher employed by the Board prior to an 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. The transaction for this provision was completed in May, 1999.
- 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. The terms and conditions are outlined in new Appendix “F”.
- b) Upon the Teacher’s completion of the required forms, including the form in Appendix G, 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) The plan provider and any subsequent change in the plan provider shall be selected by the Board following consultation with OECTA.

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 unless otherwise provided for below. 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. As a courtesy, and where possible, a teacher who intends to take pregnancy leave will provide eight (8) weeks notice and, in any case, a minimum of two (2) weeks notice must be given by a Teacher intending to take Pregnancy 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 unless otherwise provided for below. 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. As a courtesy, and where possible, a teacher who intends to take parental leave will provide eight (8) weeks notice and, in any case, 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) A supplementary benefit shall be available to a Teacher for a period of up to twenty-seven (27) weeks subject to the following requirements:
- i) 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.
 - ii) The Teacher must supply the Board with proof that the Teacher 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.
 - iii) 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/Parent 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.

ARTICLE 9: PREGNANCY AND PARENTAL LEAVE (continued)

- 9.03 b) 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 at 1/40 of the Teacher's annual salary.
- c) 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 a)ii) above.
- d) Effective September 1, 2001 for the period from the 28th week up to the 52nd week, a payment of \$50 per week, conditional upon the Teacher being in receipt of Employment Insurance Maternity or Parental benefits in accordance with 9.03 a)ii).
- e) The Parties agree to the following with respect to the Teacher's option regarding the use of sick leave in conjunction with Pregnancy Leave:
- i) Where possible, the Teacher shall advise the Board of the intent to use sick leave benefit entitlements under the Collective Agreement for the period immediately following delivery of the baby at the same time as providing notice to commence Pregnancy Leave under the Employment Standards Act (ESA).
 - ii) The Teacher shall be entitled to sick leave in accordance with Article 7 for a normal post partum recovery period of six weeks. If the situation requires an extended recovery period, which is verified by acceptable medical documentation, then the Teacher may access any sick leave then remaining.
 - iii) In calculating the length of the ESA leave, the sick leave shall be included in the total calculation of a Pregnancy Leave, i.e. a six (6) week sick leave while on Pregnancy Leave would entitle the Teacher to a balance of eleven (11) weeks of Pregnancy Leave. The Teacher is still entitled to thirty-five (35) weeks of Parental Leave.
 - iv) The Teacher will be entitled to receive all supplementary benefits as stipulated in Article 9./03 a) to d) of the Collective Agreement except that in the case where a Teacher has accessed sick leave while on Pregnancy Leave, the supplementary benefit stipulated in Article 9.03 c) shall be reduced correspondingly.

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.

ARTICLE 9: PREGNANCY AND PARENTAL LEAVE (continued)

- 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 Payments by the Teacher
Benefit payments shall be in accordance with Article 14.05 a) and b).
- 9.13 Paternity Leave
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.
- 9.14 Adoption Leave
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.
- 9.15 Concurrent Leaves
A Teacher on another leave granted by the Board, is not eligible for concurrent leaves.

ARTICLE 10: PROFESSIONAL GROWTH FUND

- 10.01 The Board agrees to provide financial support to Teachers through the professional growth fund.
- 10.02 Payment of a maximum of fifty percent (50%) of a course fee, up to a maximum of four hundred dollars (\$400.00) per year, shall be made to the Teacher upon successful completion of courses outlined under Clauses 10.03 a) and b) below. A list of the courses eligible under 10.03 a) shall be supplied to the Teachers by June 30th of each year.
- 10.03 a) Effective September 1, 2002 a maximum of twenty-five thousand (\$25,000.00) dollars per year shall be allocated for Board-approved courses. These courses shall include, but not be limited to: Religious Education I, II and Specialist. It is understood to qualify for this payment the course must commence after September 1st and be completed within one (1) school year.
- b) Effective September 1, 2002 a maximum of twenty thousand (\$20,000.00) dollars per year shall be allocated for Ministry of Education and/or College of Teachers professional upgrading courses, such as Basic Qualifications 9BQs), Additional Basic Qualifications (ABQs) and Additional Qualifications (AQs) not listed in 10.03 a). It is understood to qualify for this payment the course must commence after September 1st and be completed within one (1) school year. It is understood that university undergraduate and graduate degree courses are not eligible.
- 10.04 In order to qualify for reimbursement in 10.03 a) and 10.03 b) above, Teachers must have the course approved in advance and it is understood that financial support will be approved on a first-come-first-served basis according to the original date of receipt of the application.
- 10.05 One-half (1/2) of the funds available in 10.03 a) and 10.03 b) shall be allocated for courses to be completed in the fall/winter/spring. One-half (1/2) of the funds available in 10.03 a) and 10.03 b) plus any surplus from the fall/winter/spring allocation, shall be allocated for courses completed during the summer.
- 10.06 It is acknowledged that the provision of this Article replaces the Sabbatical Leave Article previously found in the 1998-2000 Collective Agreement.

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 OECTA Leaves
- 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 notify the principal or designate of the school prior to the conduct of such business.
 - d) Upon written request by the Local Teachers' Bargaining Unit seven (7) days in advance, where possible, 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 seven (7) F.T.E. teaching days per school year to each local OECTA executive member to attend local OECTA meetings.
 - e) Upon written request by the Local Teachers' Bargaining Unit seven (7) days in advance, where possible, occasional release time 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.
 - f) It is understood that the maximum release time to be granted under d) and e) combined in total shall be seventy (70) days per school year. The Board shall pay for the first forty-four (44) days. Commencing on the forty-fifth (45th) day, the Local Unit shall reimburse the Board at the Occasional Teacher's daily rate. Such reimbursement shall be inclusive of the cost of benefits of the Occasional Teacher. It is understood that reimbursement shall not apply for Teachers covered by 11.01.

ARTICLE 11: OECTA BUSINESS (continued)

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.

11.07 Provincial OECTA/OTF Leave

- a) With the approval of the Director of Education, or designate, Teachers appointed to provincial committees with OECTA or OTF shall 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 Director of Education, or designate, 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) Teacher(s) elected to provincial executive positions shall be granted leave to attend to provincial OECTA/OTF matters as requested by the General Secretary of OECTA/OTF. The Teacher(s) shall receive regular salary, benefits, sick leave credits, seniority and experience for grid placement while on leave and OECTA/OTF shall reimburse the Board for the full costs of the salary and benefits of the Teacher(s) on such leave.
- d) It is understood that the granting of such leave in a) and c) above 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. 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) and c) above.

11.08 Negotiation Leave

Each member of the Teachers' Negotiation Committee [not to exceed eight (8)] 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 sixty-first (61st) day the Local Unit shall reimburse the Board at the Occasional Teacher rate, which shall include Occasional Teacher benefits, for Teachers on such leave. It is understood that reimbursement shall not apply for Teachers covered by 11.01.

ARTICLE 11: OECTA BUSINESS (continued)

11.09 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 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.

11.10 Association Dues

- a) The Board agrees to deduct from the salary of each Teacher in the bargaining unit, twenty (20) equal instalments over a ten (10) month period for a specified amount equivalent to the annual fee established by the Association or such other equal instalments as will be made by mutual consent of the Parties.
- b) For the purpose of 11.10 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 (15th) 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 t\$ 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 for 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 traveling 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.

ARTICLE 12: OTHER LEAVES (continued)

12.07 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, only after having exhausted the provisions of Article 12.07a). 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 Cursillor 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 the last working day of February for a leave which will start in September of that year or February of the next year. An application to extend the leave shall be made according to the same time line.

ARTICLE 12: OTHER LEAVES (continued)

- 12.09 c) Response shall be before the last working day of March.
- 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.
 - f) Teachers on an unpaid leave of absence are subject to being declared redundant as per the provisions of this Collective Agreement.
 - g) Upon return from leave, a Teacher shall be returned to a comparable position to that held immediately prior to the commencement of the leave. This return shall be subject to the redundancy provisions of this collective agreement. Where the Teacher held a position of responsibility, it shall be returned to the Teacher provided that it still exists.
 - h) Unless otherwise stated, during the leave no salary shall be paid and no experience accumulated for salary purposes.
 - i) 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 in 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.

ARTICLE 13: TEACHER SELF-FUNDED LEAVE PLAN (continued)

13.05 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 a 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 (One Hundred Dollars).

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.

ARTICLE 13: TEACHER SELF-FUNDED LEAVE PLAN (continued)

- 13.11 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 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 Semester II (Two).
- 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.
- f) 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 14: INSURED BENEFIT PLANS

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. Effective September 1, 2005, all new hired Teachers shall participate in the Long Term Disability Plan, subject to the conditions of the insurance carrier.

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 master contract of the Insured Benefit Plans instituted on September 1, 2000 contains the "best of the best" of the predecessor Boards as per the plans in effect on August 31, 1998.

14.04 The Board shall pay 90% and the Teachers 10% of the premiums for the Insured Benefit Plans which shall include the following insured benefits:

- a) Group Life Insurance for Teachers @ 3x salary;
- b) Accidental Death & Dismemberment @ 3x salary;
- c) Dental Plan @ Blue Cross (9) equivalent; ortho @ 50%/\$2,000; Fee Guide @ current – 1 year; deductible @nil;
- d) 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;
- e) Long-term Disability to be administered by the Board with all premiums paid by the Teachers.
- f) Effective September 1, 2007, vision care will increase to \$250/24 months.

Note: It is understood that the Board covers the costs of the extended health insured premiums while a Teacher in receipt of LTD has been approved by waiver of life insurance premiums.

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

14.05 Benefits Payment by the Teacher on a Leave

The following options shall apply:

- 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.

ARTICLE 14: INSURED BENEFIT PLANS (continued)

14.05 (continued)

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 (\$35.00) for each such cheque. The Board reserves the right to discontinue the participation in the Benefits Plans for any Teacher should two (2) payments be denied.

14.06 A copy of the master policy or policies of the insured benefit plan shall be given to the bargaining unit.

14.07 At least every two (2) years, or more often in the event of a change in carriers, the Board shall provide an information brochure on the insured benefit plan(s) to every insured Teacher.

14.08 The local bargaining unit shall be entitled to participate in meetings to design or revise the information brochure for the plan(s).

14.09 The Board agrees to continue to pay its portion of insured benefits premiums for teachers on an unpaid leave of absence for sickness under the following terms and conditions.

- a) Teachers must be on an unpaid sick leave only and not in receipt of other benefits under long term disability/Workers' Safety Insurance Act.
- b) Teachers must have completed six (6) months of employment (excluding July and August) at the time their sick leave begins.
- c) The duration of payment of the Board's portion of insured benefits premium will be calculated as follows:

120 days minus the number of days in the teacher's sick leave bank on September 1st in the school year in which the sick leave occurs = # days for which payment will occur.
- d) Where the number of days calculated in c) above spans two school years, payment shall continue uninterrupted and includes the months of July and August.
- e) Payment for part-time teachers shall be prorated. Part-time teachers may voluntarily purchase full coverage.
- f) Teachers are entitled to this coverage only once during their employment with the Board. Nothing shall prevent the Board, at its discretion from granting coverage more than once during a teacher's term of employment.

ARTICLE 14: INSURED BENEFIT PLANS (continued)

- 14.09 g) This agreement become effective January 1, 2000 and the Board will reimburse any employees affected by this agreement, the amount of the Board's share of premium cost based on the calculation in c) above.

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) 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 15.01 a), "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 of 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 work site and will provide a copy of the list to the President of the local OECTA unit 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 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).

ARTICLE 16: SCHOOL ORGANIZATION, STAFFING PROCESS, ASSIGNMENT TO SCHOOLS, TRANSFER, REDUNDANCY AND RECAL

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) Two rounds of vacancies shall be posted in each school year to afford Teachers who have completed their probationary period the opportunity to change schools.

b) i) aa) In the placement of Teachers, the following principles shall be used in ranked order.

- 1) programme requirements;
- 2) qualifications for the assignments in accordance with Ministry of Education Regulations;
- 3) experience related to the curriculum needs of the assignment;
- 4) seniority with the Board.

bb) By May 12, 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 shall appoint Teachers requesting vacant positions to those vacancies in accordance with the principles of 16.01 b) i) aa).

cc) Round One

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

By May 19, the first list of vacancies resulting from the staffing process in 16.01 b) i) bb) shall be posted throughout the system. All Teachers who have completed their probationary period, and probationary Teachers who have been declared surplus, may apply for such positions indicating their preference in ranked order, by May 26.

By May 31, Teachers will be placed to the Round One vacancies in accordance with the principles of 16.01 b) 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.

ARTICLE 16: SCHOOL ORGANIZATION, STAFFING PROCESS, ASSIGNMENT TO SCHOOLS, TRANSFER, REDUNDANCY AND RECAL (continued)

16.01 b) i) dd) Round Two

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

By June 4, 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 ranked order, by June 11.

By June 15, Teachers will be placed to the Round Two vacancies in accordance with the principles of 16.01 b) i) aa). Subject to 16.01 b) i) hh), Teachers who decline a Round Two transfer shall remain in their original schools.

- 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) If a surplus declaration is necessary, the Board will declare Teachers surplus by May 18. Thereafter, surplus declarations shall only be declared by mutual agreement between the Board and OECTA. Nothing interferes with the right of the Board to declare Teachers surplus at any time during the school year prior to May 18.
- hh) Any Teacher declared surplus who refuses a vacant position with the Board, shall be declared redundant and placed on the recall list.
- jj) Any vacancies remaining that cannot be filled by surplus or redundant Teachers in accordance with the principles of 16.01 b) 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 August 31st of that year.

ARTICLE 16: SCHOOL ORGANIZATION, STAFFING PROCESS, ASSIGNMENT TO SCHOOLS, TRANSFER, REDUNDANCY AND RECAL (continued)

16.01 c) Redundancy

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 programme requirements and Teacher qualifications in accordance with Ministry of Education Regulations.

By May 1, the Board shall notify the Local Teachers' Bargaining Unit, 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.

- 16.01 d) 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 b) 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) kilometers 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.
 - 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. 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) offer of Recall, shall have their names removed from the Recall List.
 - v) Within 3 school days of June 15, as per 16.01 b) dd), all vacant teaching positions remaining after Round Two placements shall be identified. 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.

ARTICLE 16: SCHOOL ORGANIZATION, STAFFING PROCESS, ASSIGNMENT TO SCHOOLS, TRANSFER, REDUNDANCY AND RECAL (continued)

- 16.01 d) 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 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.

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 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 Vancancies

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 and on the Board web site 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 b) i) aa).

ARTICLE 16: SCHOOL ORGANIZATION, STAFFING PROCESS, ASSIGNMENT TO SCHOOLS, TRANSFER, REDUNDANCY AND RECAL (continued)

16.04 (continued)

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. It is understood that the position which he/she has filled shall be declared vacant in the next Round 1. Any residual position within the school to which the external candidate was placed shall be added to Round 1 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 of the local unit 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 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 the President of the local unit 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 of the local unit of OECTA to attend the meeting.

- 16.06 a) Probationary Teachers who were hired by the Board to a position of less than 1.0 F.T.E. will have the opportunity to apply for postings under the following conditions:

- i) that no Teacher who has completed his/her probationary period has responded to the posting;
- ii) that the probationary Teacher is qualified for the posted position; and
- iii) that the position represents an increase in the probationary Teacher's F.T.E.

ARTICLE 16: SCHOOL ORGANIZATION, STAFFING PROCESS, ASSIGNMENT TO SCHOOLS, TRANSFER, REDUNDANCY AND RECAL (continued)

- 16.06 b) It is understood that the transfer of a probationary Teacher under the circumstances described above may occur only once during a school year. A probationary Teacher who continues to have an assignment of less than 1.0 F.T.E. shall be considered for a 1.0 F.T.E. assignment at the completion of the transfer process and before external hires.
- c) Article 16.04, paragraph two, shall remain in effect for those probationary Teachers hired by the Board to a 1.0 F.T.E. position.
- d) Should an occasion arise where two or more probationary Teachers, with the same seniority date, apply for a single posting, the decision as to which Teacher shall be appointed to the position shall be made in accordance with the criteria outlined in Article 15.02 b), except in the case where the posted vacancy is for the remainder of the position presently held by one of the probationary Teachers in question. In that case, the position shall be granted to that Teacher.
- e) The probationary Teacher's seniority date and probationary period will not be adjusted from the original seniority date and probationary period.
- f) The Board and the Teachers agree that Article 16.01 b) i) bb) does not apply to part-time probationary teachers, with the following exception:

If the vacancy was created by a Teacher teaching 0.5 F.T.E. and there is a probationary Teacher within the school with a 0.5 F.T.E. assignment then the probationary Teacher would be allowed to increase their F.T.E. to 1.0 F.T.E.

ARTICLE 17: PART-TIME LEAVES

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:

- a) the September to December elementary school term or January to June elementary school term.
- b) the first or second secondary semester or
- c) the school year.

Where possible, the request shall be submitted to later than the last working day of February for a leave to commence the following school year or no later than the last working day of October for the January to June elementary term or the second secondary semester. An application to extend the leave shall be made according to the same time line.

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. This guarantee is subject to the redundancy provisions of this collective agreement.

17.04 Job Sharing

Such an opportunity may arise where two (2) qualified Teachers mutually desire and agree to share the responsibilities of one (1) position on a daily basis. The request for such job sharing must be made to the Supervisory Officer responsible for Human Resources or designate. The request shall be submitted no later than the last working day of February for a leave which will start in September of that year or February of the next year.

17.05 Teacher Exchanges

a) Two (2) Teachers, with comparable qualifications, who are interested in exchanging teaching positions for the next school year shall notify the Board in writing by the last working day in February. It is understood that the request must have the approval of the Principals of the two (2) respective schools. The Supervisory Officer responsible for Human Resources shall inform the applying Teachers by the last working day in March if the request has been approved. At the end of a one (1) year period, the exchange may become permanent providing that both Teachers, the two (2) Principals of the respective schools and the Supervisory Officer responsible for Human Resources all agree.

b) Teachers who are successful in obtaining an exchange shall not be eligible for teacher initiated transfers under Article 16 and shall remain in their exchanged position for a minimum of one (1) year.

17.06 Decisions made by the Principals in 17.05 and the Supervisory Officer responsible for Human Resources in 17.02, 17.04 and 17.05 will be totally within their respective discretions. It is understood that Teachers who are not successful in their request under 17.02, 17.04 and 17.05 will be debriefed at the level of the denial.

ARTICLE 18: JUST CAUSE

- 18.01 a) The Board will not discipline, including suspend, demote 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 of OECTA, may, prior to discipline, including suspension, demotion, or discharge, attempt to resolve the matter on a personal basis through religious counseling. 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 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

- a) 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.
- b) Step One

A Party may initiate a written grievance with either the Supervisory Officer responsible for Human Resources or the Local Unit President. The party receiving the grievance shall respond within ten (10) days of receipt of the written grievance or within ten (10) days of a meeting held to discuss the grievance, should the parties agree to meet. A meeting if held shall be held within ten (10) days of receipt of the written grievance.
- c) 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

ARTICLE 19: GRIEVANCE PROCEDURE (continued)

- 19.03 c) 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.

d) Step Two

If the grievance is not 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.

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

- 19.04 a) 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.

- b) 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

- a) 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.

ARTICLE 19: GRIEVANCE PROCEDURE (continued)

19.06 b) 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.

c) 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.

19.08 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 as required under section 170.1 of the Education Act and Regulations, as may be amended from time to time.

20.01 School Year

- a) The length of the school year shall not exceed one hundred ninety-four (194) school days commencing the first day after Labour Day, except by mutual agreement of both Parties.
- b) Four (4) school days shall be designated as professional activity days. The final professional activity day shall be the last day of the school year.

20.02 Elementary

a) Teaching Time

- i) Effective September 1, 2004, Teachers in an elementary school shall not be assigned teaching duties in excess of thirteen hundred twenty-five (1325) minutes per week.
- ii) Effective September 1, 2006, Teachers in an elementary school shall not be assigned teaching duties in excess of thirteen hundred and twenty (1320) minutes per week.
- iii) Effective September 1, 2007, Teachers in an elementary school shall not be assigned teaching duties in excess of thirteen hundred and ten (1310) minutes per week.
- iv) Effective June 30, 2008, Teachers in an elementary school shall not be assigned teaching duties in excess of thirteen hundred (1300) minutes per week.
- v) Teachers assigned to both elementary and secondary schools shall not be assigned teaching duties in excess of the time which corresponds to the percentage of the assignment in each panel.
- vi) Teaching time shall be prorated for part-time Teachers, recognizing that for the purposes of this calculation, mornings and afternoons are considered to be of equivalent length.

b) Preparation Time

- i) Teachers in elementary schools shall be granted preparation and planning time within the three hundred (300) minute pupil instructional day for the purpose of preparation, consultation, planning, and evaluation time, and other professional duties as reasonably determined by the teacher exclusive of recess and the Teacher's forty (40) minutes of uninterrupted lunch time. The other professional duties shall be reasonable determined by the Teacher. The Principal in consultation with the Superintendent, where

ARTICLE 20: WORKING CONDITIONS (continued)

20.02 b) i) (continued)

necessary, shall distribute equitably, preparation and planning time entitlement with a minimum assignment of not less than thirty-five (35) minutes. Preparation and planning time shall be granted to each full-time Teacher as follows:

- a) Effective September 1, 2004, one hundred and seventy-five (175) minutes per week
- b) Effective September 1, 2006, one hundred and eighty (180) minutes per week
- c) Effective September 1, 2007, one hundred and ninety (190) minutes per week
- d) Effective June 30, 2008, two hundred (200) minutes per week

ii) In addition to the preparation and planning time in b) i) above, Teachers shall have the following days for the purpose of preparation, consultation, planning, and evaluation time as identified by the Teacher in consultation with the Principal.

aa) Two (2) professional activity days excluding the P.A days assigned for parent-teacher interviews and the last day of school. This provision shall cease August 31, 2008.

bb) One (1) preparation and planning day with occasional teacher coverage to be scheduled by the Teacher in consultation with the Principal. This provision shall cease August 31, 2006.

iii) Part-time Teachers will have their preparation and planning time pro-rated. Where part-time Teachers have less than thirty-five (35) minutes of preparation and planning time remaining at the end of the week, they shall bank the time not received according to Article 20.02 b) iv).

iv) Where a Teacher does not receive the contractual allocation of preparation and planning time per month, the Teacher shall bank the time not received. The banked time shall be submitted to the Principal on a monthly basis, who in consultation and mutual agreement with the Teacher, will reschedule this lost time at a later date in the same school year.

v) In addition to the above, the Board shall grant the afternoon of two (2) early dismissal days each year for the purpose of report card preparation. It is understood that Principals will not expect report cards to be submitted to the Office/Principal until after each early dismissal day. This provision shall cease August 31, 2007.

20.02 c) Class Size

The Board shall ensure that the average size of its elementary school classes, in the aggregate, does not exceed twenty-four (24) pupils in the Primary Division (JK-3) and twenty-four and a half (24.5) pupils overall (JK-8), or such alternate number as may be permitted by legislation. The Board shall determine the average 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.

ARTICLE 20: WORKING CONDITIONS (continued)

- 20.02 c) i) The Board shall provide the local bargaining unit with a copy of the staffing and school organization model for each elementary school by the last working day of November each year.
- ii) The Principal shall make every effort to minimize the number of split grade classes across elementary school divisions.

20.02 d) Supervision Responsibilities

Supervision time is defined as the time Teachers are assigned to supervise students outside of the three hundred (300) minute instructional day. The Principal shall distribute supervision responsibilities equitably in consultation with the Teachers concerned.

- i) Effective October 15, 2005
- aa) that no teacher shall be assigned supervision duties in excess of one hundred and twenty (120) minutes for each period of five (5) instructional days
- and
- bb) that at least some of the Teachers who, prior to October 15, 2005, were assigned supervision of one hundred and twenty (120) minutes or more for each period of five (5) instructional days will be assigned less than one hundred and twenty (120) minutes of supervision for each period of five (5) instructional days.
- cc) It is understood that the assignment of supervision for each period of five (5) instructional days may be averaged over a ten (10) instructional day period, with a maximum of one-hundred and thirty (130) minutes in a five (5) instructional day period.
- ii) Effective October 15, 2006, the Board shall ensure:
- aa) that no teacher shall be assigned supervision duties in excess of one hundred and ten (110) minutes for each period of five (5) instructional days
- and
- bb) that at least some of the Teachers who, prior to October 15, 2005, were assigned supervision of one hundred and ten (110) minutes or more for each period of five (5) instructional days will be assigned less than one hundred and ten (110) minutes of supervision for each period of five (5) instructional days.
- cc) It is understood that the assignment of supervision for each period of five (5) instructional days may be averaged over a ten (10) instructional day period, with a maximum of one-hundred and forty (140) minutes in a five (5) instructional day period.

ARTICLE 20: WORKING CONDITIONS (continued)

20.02 d) iii) Effective October 15, 2007, the Board shall ensure:

aa) that no teacher shall be assigned supervision duties in excess of one hundred (100) minutes for each period of five (5) instructional days

and

bb) that at least some of the Teachers who, prior to October 15, 2005, were assigned supervision of one hundred (100) minutes or more for each period of five (5) instructional days will be assigned less than one hundred (100) minutes of supervision for each period of five (5) instructional days.

cc) It is understood that the assignment of supervision for each period of five (5) instructional days may be averaged over a ten (10) instructional day period, with a maximum of one-hundred and thirty (130) minutes in a five (5) instructional day period.

iv) A Teacher with less than one (1) FTE assignment shall have his or her assigned supervision pro-rated.

e) i) By October 1, the Board shall provide to the Unit a copy of the schedules showing when preparation and planning times and lunch times are scheduled for all elementary schools for the current school year.

ii) If there is a dispute with respect to any of the aforementioned timetables, the parties shall meet within fifteen (15) calendar days following receipt of the schedules by the Teachers to discuss the matter. If the issue(s) remains unresolved by November 1, unless agreed otherwise by the parties in writing, either party may refer the matter within ten (10) days thereafter to arbitration.

20.03 Secondary

The parties agree that the staffing of secondary schools shall be as per the Education Act and regulations thereunder.

a) Class Size

In accordance with the Education Act and the Regulations and subject to the requirements of the Education Act, the Board shall ensure that the average size of its secondary school classes, in the aggregate, does not exceed twenty-two (22) pupils, or such alternate number as permitted by legislation. The Board shall determine the average size of its classes in the aggregate, by April 30 of each year.

i) The Board shall provide to the Local Bargaining Unit a copy of the Teachers' timetables and class loading for each secondary school by the last working day of November each year.

ARTICLE 20: WORKING CONDITIONS (continued)

20.03 b) Teaching Assignments

- i) Secondary school classroom Teachers will be assigned in accordance with Ministry of Education Regulations and any other class, course or programme permitted by Regulation and approved by the Board.
- ii) The Principal in consultation with the Supervisory Officer will assign teaching load, class size, and teaching time in a fair and equitable manner for all teachers.
- iii) All Teachers shall be assigned time-tabled duties consisting of credit courses, credit equivalent courses, on-calls, and supervision as follows:
 - aa) The maximum teaching assignment for full-time Teachers shall not exceed six (6) full credit courses and/or credit-equivalent courses.
 - bb) Full-time Teachers in secondary schools may be assigned twenty-four (24) full periods or equivalent of supervision or on-calls per school year.
- iv) The Part-time Teacher workload shall be prorated to that of a full time Teacher as in 20.03 b) iii).
- v) The Principal shall make every effort to minimize the number of Teacher timetables requiring in excess of four (4) different course preparations per year.

c) On Calls and Supervision

Where a teacher has been assigned more than the required duties, the Teacher shall bank the additional time. The banked time shall be submitted to the Principal on a monthly basis, who, in consultation and mutual agreement with the Teacher, will compensate for such time either through the use of Occasional Teacher coverage or through relief of duties.

d) Preparation and Planning Time

All instructional time in excess of teaching duties, on calls and supervision shall be assigned as Teacher preparation and planning time. Part-time Teachers shall have their preparation and planning time prorated.

e) International Baccalaureate Programme

Effective March 1, 2000, the Parties agree to the following in respect to the International Baccalaureate programme:

- i) Workloads for Teachers involved in the International Baccalaureate programme shall be as stipulated in Article 20.03 of the Collective Agreement.

ARTICLE 20: WORKING CONDITIONS (continued)

- 20.03 e) ii) One student services period per semester, funded separately from the teacher-allocated budget lines, shall be assigned to the Teacher charged with the coordination of the International Baccalaureate programme in each school where the programme is functional;
- iii) Teacher involvement in the International Baccalaureate programme is voluntary and, as such, there shall be no contractual implication for any other Teacher resulting from the Implementation of the International Baccalaureate program;
- iv) In the event of a vacancy with an International Baccalaureate component arising at a school, the following conditions shall apply:
- aa) such vacancy shall first be offered to the existing staff at the school who are IB qualified or who are willing to become IB qualified. Assignment of Teachers shall be pursuant to Article 16.01 b) i) aa).
- bb) subject to aa) above, the vacancy shall be posted system wide indicating programme requirements, inclusive of an IB component;
- cc) subsequent to the posting, interested Teachers who are IB qualified or who are willing to become IB qualified shall be assigned to the position pursuant to Article 16.01 b) i) aa) of the Collective Agreement.
- v) The Parties agree to establish an IB Liaison Committee for the purpose of monitoring IB implementation.
- vi) The Board shall fully fund the training that it determines necessary for all Teachers in the International Baccalaureate programme. It is understood that Teachers who commence IB training after ratification of this Collective Agreement shall commit to participating in the IB programme for a minimum period of three (3) years subsequent to the completion of training.
- vii) Any difference between the Parties, with respect to the interpretation or application of Article 20.03 e) may be referred to the grievance procedure pursuant to the Collective Agreement.
- f) International Student Programme
- It is understood that International Students are counted as if they were resident students in the determination of the number of Teachers to be provided to the school. Additional staff supports, such as Guidance and ESL, shall be provided as required on an annual basis from the funds generated by tuition fees.
- g) Loyola Community Learning Centre and Annexes
- i) Lunch Period – The Board shall provide sixty (60) minutes of uninterrupted lunch time for Teachers employed at the Loyola Community Learning Centre in Kingston and at all of the additional sites or campuses in local communities.

ARTICLE 20: WORKING CONDITIONS (continued)

- 20.03 g) ii) Preparation Time – The Board agrees to provide one hundred fifty (150) minutes of preparation and planning time per week.
- iii) The Teachers employed at the Loyola Community Learning Centre and Annexes shall be fully assigned in an unstructured timetable as per 20.02 b) iv) bb). Their workload shall be at the 2001-2002 school year level.
- iv) For the purposes of Article 16, each Loyola site shall be treated as an individual site.

20.04 General

a) Volunteers in Schools

Teachers may, at their discretion, and, after discussion with their Principal, accept volunteers in the classroom.

ARTICLE 21: POSITIONS OF ADDED RESPONSIBILITY AND ALLOWANCES

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 (\$3,800.00).

21.04 Senior Teacher

a) A senior Teacher shall be appointed on a yearly basis in each annex of an elementary school other than an annex where a Vice-Principal is permanently located. The Principal shall inform the school staff of the opportunity to be selected as a Senior Teacher. It is understood that the selection of the Senior Teacher is at the discretion of the Principal.

b) An annual responsibility allowance of two thousand dollars (\$2,000.00) shall be paid.

21.05 Emergency Contact Teacher

a) When the Principal and Vice-Principal(s) are temporarily unavailable at the school, the Principal shall appoint an Emergency Contact Teacher. The Principal shall inform the school staff of the opportunity to be selected as an Emergency Contact Teacher and shall compile a list of interested Teachers. It is understood that, on a daily basis, the selection of an Emergency Contact Teacher is at the discretion of the Principal.

b) It shall be the responsibility of the Principal or Vice-Principal to notify the Teacher that he/she is the Emergency Contact Teacher.

c) For every half day the Principal and Vice-Principal(s) are absent from the school, the Emergency Contact Teacher shall receive compensation of fifteen dollars (\$15.00) to a maximum of one thousand dollars (\$1,000.00) per year.

d) The Emergency Contact Teacher shall deal with emergency situations and other matters requiring immediate attention as they may arise.

21.06 It is understood that the Senior Teacher and the Emergency Contact Teacher, noted in 21.04 and 21.05, shall not appraise a member of the local bargaining unit.

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

21.08 a) The Board will consult with the local bargaining unit of OECTA regarding the creation of new positions of added responsibility.

ARTICLE 21: POSITIONS OF ADDED RESPONSIBILITY AND ALLOWANCES (continued)

21.08 b) 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.

21.09 Acting Vice-Principal and Acting Principal Positions

- a) i) The Parties agree that a Teacher may be appointed to the position of Acting Principal or Acting Vice-Principal for a period of up to one (1) year to replace a Principal or Vice-Principal who is on a leave or who has been seconded to an outside agency.
 - ii) In the particular case of maternity leave or extended illness, this one (1) year may be extended for up to two (2) years.
 - iii) For the purpose of determining seniority, service in an acting position shall be considered as continuous service within the bargaining unit.
 - iv) It is understood that the selection of Teachers to Acting Positions is at the discretion of the Board. Principals and Vice-Principals are non-bargaining unit positions to be filled as determined by the Board.
 - v) Where the Board expects an Acting Principal or Vice-Principal position is required for three (3) months or more, the position shall be posted in accordance with the time frames of Article 16.04.
- b) Any extension of the time periods 21.09 a) i) or ii) 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 21.09 d) and f).
 - d) Salary 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.

ARTICLE 21: POSITIONS OF ADDED RESPONSIBILITY AND ALLOWANCES (continued)

- 21.09 f) 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 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.
- 22.02 Where a newly-hired Teacher has been absent for a continuous period of at least three (3) months duration, the probationary period may be extended by the principal or designate to permit the Board to complete the Teacher Performance Appraisal.

ARTICLE 23: PERSONNEL FILES

- 23.01 A Teacher shall have access during normal business hours to the Teacher's personnel file 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. The Teacher may be accompanied by the Local Unit President or Vice-President.
- 23.02 If a Teacher disputes the accuracy of information in the file, the Teacher may write a response to be appended to the item(s) he/she feels is inaccurate.
- 23.03 A Teacher, or a person authorized in writing by the Teacher, may request a photocopy of material contained within the Teacher's personnel file, without cost.
- 23.04 No disciplinary or evaluatory documentation shall be placed in a Teacher's personnel file unless a copy is sent to the Teacher.
- 23.05 Any correspondence received by the school administration that is used in sessions with a Teacher for counseling or discipline, or other such purpose, shall be copies to the Teacher.
- 23.06 The Teacher shall be given the opportunity to write a response to be appended to the correspondence.
- 23.07 The correspondence, the Teacher's response, and any other documentation regarding the matter shall be placed in the Teacher's personnel file within sixty (6) days of receipt of the correspondence.
- 23.08 The Board agrees that it will not use any correspondence in an action against a Teacher unless the Teacher has been provided with a copy of that correspondence.
- 23.09 A principal may keep a copy of the correspondence if a situation with a Teacher resulting from the correspondence is ongoing.
- 23.10 At the end of each school year, all correspondence files except those described in 23.09 and 23.11 will be moved to the Teacher's personnel file or destroyed.
- 23.11 If correspondence is received during the months of May or June, the correspondence may be kept for the following school year to allow the principal time to deal with the contents of the correspondence.

ARTICLE 24: CONTINUING EDUCATION

Definitions

- 24.01 A Continuing Education Teacher is as defined in the Education Act and Regulations.
- 24.02 Notwithstanding any other provision of this Collective Agreement including without limiting the generality thereof, the scope clause, the only other provision of this agreement applicable to Continuing Education Teachers is the Grievance procedure as it pertains to an alleged violation, misinterpretation or misapplication of Article 24.
- 24.03 A credit shall be defined for the purpose of this Agreement as a course of study taught in a Continuing Education programme for the number of hours determined by the Ministry of Education requirements for the granting of credits.
- 24.04 Courses of study shall meet the requirements of the Ministry of Education and the Board. Approved Board programmes, where available, must be used in all subject.
- 24.05 The Board shall post a notice in each school and the Board Office inviting applications to teach continuing education programmes. The Board agrees to provide a copy of all postings for all bargaining unit positions to the President of the Local Unit of OECTA. The posting shall be:
- i) by April 15 for programmes in the summer;
 - ii) by June 15, for programmes commencing at the start of the following school year and thereafter on the first day of school in September should vacancies exist. If a posted position is not filled by the end of the first week of school in September, the Board may hire externally; or
 - iii) at least 3 weeks prior to the commencement of the programme for continuing education programmes commencing other than in i) or ii) above. If a posted position is not filled by the end of the second week following the posting of the programme, the Board may hire externally.
- 24.06 Continuing Education Teachers shall:
- a)
 - i) hold a valid Certificate of Qualification as a Teacher 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.
 - b) All Continuing Education Teachers shall be subject to evaluation based on Board Policy.
- 24.07 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.
- 24.08 If conditions of redundancy do not apply, Teachers employed by the Board and who hold a valid Certificate of Qualification for the programme, shall have first preference for Continuing Education positions.

ARTICLE 24: CONTINUING EDUCATION (continued)

- 24.09 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 programmes with this Board shall be the deciding factor.
- 24.10 A Teacher shall be required to be present in school only during the time which he/she is performing normal, regular and associated duties.
- 24.11 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.
- 24.12 Continuing Education Teachers are paid an hourly rate.
- 24.13 a) Effective September 1, 2004, continuing Education Teachers are paid an inclusive hourly wage of \$34.19 composed of \$32.87 plus \$1.32 for vacation entitlements under the Employment Standards Act.
- b) Effective September 1, 2005, Continuing Education Teachers are paid an inclusive hourly wage of \$34.87 composed of \$33.53 plus \$1.34 for vacation entitlements under the Employment Standards Act.
- c) Effective September 1, 2006, continuing Education Teachers are paid an inclusive hourly wage of \$35.74 composed of \$34.36 plus \$1.38 for vacation entitlements under the Employment Standards Act.
- d) Effective September 1, 2007, continuing Education Teachers are paid an inclusive hourly wage of \$36.81 composed of \$35.39 plus \$1.42 for vacation entitlements under the Employment Standards Act.
- 24.14 Where the continuing Education programme that the Teacher has been hired to teach is cancelled, 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 continuing education program.
- 24.15 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.

ARTICLE 24: CONTINUING EDUCATION (continued)

- 24.15 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.
- 24.16 The Board shall provide, to the President of the Local Unit of OECTA, a list of the Teachers employed in each session of Continuing Education within one (1) week of the commencement of each session.
- 24.17 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 a) Effective September 1, 2005 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 forty cents (\$0.40) per kilometre.
- b) Effective September 1, 2006 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 forty-two cents (\$0.42) per kilometre.
- c) It is further agreed that if the rate per kilometre is increased for any other employee of the Board during the term of this contract, the per kilometre rate will be adjusted so that Teachers will have the benefit of such adjustment.

ARTICLE 26: LUNCH BREAK

- 26.01 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.
- 26.02 Notwithstanding 26.01, the Board shall be entitled to provide teachers at Holy Cross Catholic Secondary School, Regiopolis-Notre Dame Catholic High School, St. Paul Catholic Secondary School, St. Theresa Catholic Secondary School, Nicholson Catholic College, St. Michael's Catholic School, or such other school(s) as may be mutually agreed upon by the Parties, forty (40) minutes of uninterrupted lunch time between the hours of 10:30 a.m. and 12:45 p.m. It is understood that the change in lunch time for St. Michael's Catholic School is for the purpose of an early start time resulting from staggered bus times as implemented September 2004.

ARTICLE 27: HEALTH & SAFETY

- 27.01 a) The Board and the Association agree that the Teachers have a right to representation on the Board Central Joint Health and Safety Committee.
- b) The Board agrees to act in accordance with the Ministry of Labour approved Terms of Reference Guideline established for the Board's Central Joint Health and Safety Committee and its sub-committees.

27.02 Medical Procedures

- a) The Board shall not require any Teacher to administer medication or to perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk, injury, or liability for negligence.
- b) In the case of an emergency, Teachers will respond to the extent of their training and/or ability.

ARTICLE 28: EVALUATION PROCEDURE

- 28.01 The performance appraisal of a Teacher shall be conducted in accordance with the Education Act, Regulation 99/02, Regulation 98/02 and the Ministry of Education document, Supporting Teaching Excellence, 2002, any of which may be amended from time to time. No additional look-fors or competencies shall be used in the performance appraisal of a teacher, unless agreed to through the Institute for Catholic Education (ICE).
- 28.02 The Board agrees that for the purposes of the Teacher's Annual Learning Plan, the Teacher shall indicate the areas of professional growth, which must be relevant to the Teacher's teaching practices, that he or she is interested in pursuing, in consultation with the principal.

ARTICLE 29: MARKERS

- 29.01 a) The Board recognizes that the Ontario English Catholic Teachers' Association is the sole authority to bargain for all Markers of credit courses employed by the Board in the Adult Day School Programme, Continuing Education Night or Summer School Programme. It is understood that Article 29.01 is the only Article of this Collective Agreement that applies to Markers.
- b) The rate of pay for Markers shall be nine dollars and seventy-five cents (\$9.75) per lesson.
- c) The Board shall advertise internally for Markers on an annual basis. Teachers interested in becoming Markers may make application to the Principal of continuing Education.
- d) The Board shall provide to the President of the Local Bargaining Unit of OECTA, a list of the Markers employed by the Board in September and July of each year.
- e) The Board shall deduct Association dues at the rate of one and one-quarter percent (1.25%) of salary. The Board shall remit such dues by cheque to the General Secretary of the Ontario English Catholic Teachers Association on or before the fifteenth (15th) of the month following the month of deduction. It is understood that OECTA indemnifies the Board for this dues deduction in accordance with Article 11.10 e).

ARTICLE 30: GENERAL

30.01 The Board will invite OECTA to name a member to the Board's School Year Calendar Committee.

ARTICLE 31: CRIMINAL BACKGROUND CHECK

- 31.01 The Board shall continue to provide Offence Declaration Forms to each Teacher in the form attached hereto as Appendix 4 or 5, as appropriate. Each Teacher will provide to the Board a signed Offence Declaration prior to September 1st of each school year. It is understood that a Teacher will not be permitted into a school until such a document has been provided. Teachers new to the Board must provide a Criminal Background Check that is no more than six (6) months old before they will be permitted to begin teaching.
- 31.02 The Criminal Background Check and Offence Declaration will be segregated and placed in a sealed envelope in the personnel file of each Teacher.
- 31.03 After the Board receives the Offence Declaration or the results of the Criminal Background Check and if the Board intends to meet with a Teacher about any decision the Board might take with respect to the results of the Offence Declaration or Criminal Background Check, then the Board shall advise a Teacher to contact the Local Unit President, or designate, prior to attending the meeting. It is understood that the Local Unit will have representation at the meeting if the member requests.

ARTICLE 32: INTERNATIONAL SCHOOLS

- 32.01 A Teacher working at Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School is subject to the terms of the collective agreement except as otherwise agreed.
- 32.02 A transfer to Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School is voluntary. The assignment for a Teacher who volunteers to a placement at Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School shall be for up to one (1) school year, extendable to up to two (2) school years by mutual agreement of the Board and the Teacher.
- 32.03 A Teacher, other than a new hire, who accepts a posting to Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School shall return to a comparable position within the school from which he or she left to assume the teaching position in China subject to the provisions of the collective agreement relating to surplus, redundancy and just cause.

A new hire whose first assignment is at Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School shall be placed in the Board's schools upon completion of his or her assignment subject to the provisions of the collective agreement relating to redundancy and just cause. The said Teacher shall be considered for placement beginning with round 2 of the transfer process.

Notwithstanding the foregoing, the Board has no commitment to place in its schools a Teacher who leaves Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School prior to the completion of his or her assignment unless the reason for the incompleteness is based on illness, compassionate grounds, or other mutually agreed upon reason.

- 32.04 Notwithstanding any provision of the collective agreement, Teachers working at Boren Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School shall be subject to the following:
- i) Benefits shall be modified by mutual agreement of the Board and OECTA.
 - ii) Individual issues about occupational health and safety shall be dealt with subject to mutual agreement of the Board and the Association. The Occupational Health and Safety Act does not apply except as mutually agreed.
 - iii) There shall be an additional four (4) day travel period for bereavement in the event of the death of a family member defined by 12.03 a) or 12.03 b).
 - iv) Notwithstanding Articles 12.04, 12.05, and 12.06, leaves pursuant to Articles 12.04, 12.05, and 12.06 shall only apply to leaves within China while the Teacher is working at Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School.

ARTICLE 32: INTERNATIONAL SCHOOLS (continued)

- 32.04 v) Notwithstanding any other provision of the collective agreement, the Board shall post no later than April 1 for vacancies at Boren-Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School, inviting application for inclusion on an eligibility list. The criteria cited on the posting shall not be changed without mutual agreement between the Board and the Association. The Board shall select candidates from the eligibility list according to needs.
- vi) Teachers employed at Boren Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School, may apply for posted vacancies pursuant to Article 16.04 of the collective agreement subject to the following:
- aa) successful candidates shall remain at Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School, until the end of the school year during which the application was made.
- bb) an external candidate shall be hired to assume the duties of the posted position until the end of the current school year and at hire shall complete a 'Request for Voluntary Transfer' form applicable for the next school year and be considered in the transfer process under the terms of Article 16.
- cc) the resulting vacancy in the Teacher's home school (in Ontario) shall be added to the transfer postings or posted pursuant to Article 16.04
- vii) Class sizes of schools at Boren Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School shall not be included in any calculation of class size required pursuant to the collective agreement or statute or regulation. It is understood that class sizes at Boren Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School may exceed those in the schools of the Board's jurisdiction.
- viii) The workload in terms of eligible programme for Teachers at Boren-Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School shall be generally similar to that provided by Article 20.02 b).
- ix) On call and supervision provisions at Boren Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School may vary from the provisions of the collective agreement and are subject to arrangement to enhance flexibility for teaching staff.
- x) There will be rudimentary compliance with the preparation and planning provisions of the collective agreement subject to flexible arrangement for the benefit of staff.
- xi) Notwithstanding any provision of the collective agreement, a Teacher working at Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School is not entitled to the following:

ARTICLE 32: INTERNATIONAL SCHOOLS (continued)

- 32.04 xi) a) Provincial OECTA/OTF Leave
b) Negotiation Leave or other Association representation for which attendance is necessary in Ontario.
c) Cursillo or Similar Type Leave.
d) Unpaid Leave of Absence for which a replacement would have to be provided from outside the local community in which the Teacher is working other than pregnancy or parental leave.
e) Teacher Self-Funded Leave plan when the “y” year would coincide with the commitment at Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School.
f) Part-time leave.
g) Job sharing.
h) Teacher exchanges.
i) Notwithstanding Article 23 – Personnel Files, any access shall be by telecommunication.
j) Such other items as may be mutually agreed to by the Board and the Association.
- 32.05 Any vacancy resulting from a Teacher accepting a position at Boren-Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School shall be filled pursuant to Article 16.04 of the collective agreement.
- 32.06 Teachers at Boren Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School shall receive return transportation from their residence to the school site in the People’s Republic of China together with en route accommodation and meals as arranged by the Board. Should a teacher leave the position prior to the completion of the assignment for any reason, other than illness, compassionate grounds, or other mutually agreed upon reason, then the teacher will reimburse the Board for the cost of the trip home.
- 32.07 Teachers at Boren Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School shall be provided with accommodation and meals at the school site. Subject to availability, utility costs with the exception of electricity and phone shall be provided. Electricity and phone charges shall be for the actual costs incurred. At their option teachers at Boren Sino may arrange independent accommodation.
- 32.08 The Board shall, upon request of OECTA, provide return transportation and accommodation for one OECTA representative to visit the school sites at Boren Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School. It is understood that this person shall be a representative from the OECTA provincial office. The OECTA representative shall not be entitled to more than one visit to China in a three-year period unless otherwise mutually agreed. The period of accommodation shall be for approximately no more than two (2) weeks.
- 32.09 It is understood that a Teacher employed by the Board who accepts a posting to Boren-Sino-Canadian School, Changzhou Foreign Language School and Suzhou International Foreign Language School shall be a member of OECTA. It is agreed that any Teacher in receipt of a pension pursuant to the OTPP hired by the board for assignment at any of Boren Sino-Canadian School, Changzhou Foreign Language School or Suzhou International Foreign Language School is subject to all rules and regulations under the OTPP.

ARTICLE 32: INTERNATIONAL SCHOOLS (continued)

32.10 For greater clarity, this article is applicable only to Boren Sino-Canadian School, Chnagzhou Foreign Language School and Suzhou International Foreign Language School and is without prejudice or precedent to any other matter between the parties. Notwithstanding the foregoing or any other provision of the Article, and without limiting any rights of the Board to continue or discontinue programming, nothing in this Article constitutes a commitment on behalf of the Board to continue or discontinue the International Schools programme, in whole or in part, and, without limiting the generality of the foregoing, nothing in this Article interferes with the right of the Board to add additional schools or programming internationally.

APPENDIX A1: TEACHER SALARY GRIDS

Article 5 – Salary Grid

Effective August 31, 2004

| | A | A1 | A2 | A3 | A4 |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 33,865 | \$ 35,668 | \$ 38,101 | \$ 41,255 | \$ 43,857 |
| 1 | \$ 36,005 | \$ 37,900 | \$ 40,386 | \$ 43,696 | \$ 46,482 |
| 2 | \$ 38,122 | \$ 40,129 | \$ 42,523 | \$ 46,344 | \$ 49,114 |
| 3 | \$ 40,238 | \$ 42,356 | \$ 44,827 | \$ 48,493 | \$ 51,735 |
| 4 | \$ 42,356 | \$ 44,586 | \$ 47,136 | \$ 50,643 | \$ 54,363 |
| 5 | \$ 44,478 | \$ 46,818 | \$ 49,445 | \$ 53,423 | \$ 56,992 |
| 6 | \$ 46,595 | \$ 49,046 | \$ 51,754 | \$ 55,914 | \$ 59,620 |
| 7 | \$ 48,713 | \$ 51,276 | \$ 54,062 | \$ 58,366 | \$ 62,247 |
| 8 | \$ 50,829 | \$ 53,505 | \$ 56,372 | \$ 60,828 | \$ 64,875 |
| 9 | \$ 52,950 | \$ 55,737 | \$ 58,684 | \$ 63,104 | \$ 67,504 |
| 10 | \$ 55,066 | \$ 57,964 | \$ 60,990 | \$ 65,769 | \$ 70,134 |
| 11 | \$ 57,186 | \$ 60,196 | \$ 63,298 | \$ 68,238 | \$ 72,758 |
| 12 | \$ ** | \$ 62,495 | \$ 65,610 | \$ 70,857 | \$ 76,006 |

** Subject to Article 5.04 of the Collective Agreement

APPENDIX A2: TEACHER SALARY GRIDS (continued)

Article 5 – Salary Grid

Effective September 1, 2004

| | A | A1 | A2 | A3 | A4 |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 34,564 | \$ 36,382 | \$ 38,863 | \$ 42,080 | \$ 44,734 |
| 1 | \$ 36,725 | \$ 38,658 | \$ 41,194 | \$ 44,570 | \$ 47,412 |
| 2 | \$ 38,885 | \$ 40,932 | \$ 43,374 | \$ 47,271 | \$ 50,096 |
| 3 | \$ 41,043 | \$ 43,203 | \$ 45,724 | \$ 49,462 | \$ 52,770 |
| 4 | \$ 43,203 | \$ 45,477 | \$ 48,079 | \$ 51,656 | \$ 55,451 |
| 5 | \$ 45,367 | \$ 47,755 | \$ 50,434 | \$ 54,492 | \$ 58,132 |
| 6 | \$ 47,527 | \$ 50,027 | \$ 52,789 | \$ 57,032 | \$ 60,813 |
| 7 | \$ 49,687 | \$ 52,301 | \$ 55,143 | \$ 59,533 | \$ 63,492 |
| 8 | \$ 51,845 | \$ 54,575 | \$ 57,500 | \$ 62,044 | \$ 66,173 |
| 9 | \$ 54,009 | \$ 56,851 | \$ 59,857 | \$ 64,367 | \$ 68,854 |
| 10 | \$ 56,168 | \$ 59,123 | \$ 62,210 | \$ 67,085 | \$ 71,537 |
| 11 | \$ 58,330 | \$ 61,400 | \$ 64,564 | \$ 69,602 | \$ 74,213 |
| 12 | \$ ** | \$ 63,745 | \$ 66,922 | \$ 72,274 | \$ 77,526 |

** Subject to Article 5.04 of the Collective Agreement

APPENDIX A3: TEACHER SALARY GRIDS (continued)

Article 5 – Salary Grid

Effective September 1, 2005

| | A | A1 | A2 | A3 | A4 |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 35,255 | \$ 37,109 | \$ 39,641 | \$ 42,922 | \$ 45,628 |
| 1 | \$ 37,460 | \$ 39,431 | \$ 42,018 | \$ 45,461 | \$ 48,360 |
| 2 | \$ 39,662 | \$ 41,750 | \$ 44,241 | \$ 48,216 | \$ 51,098 |
| 3 | \$ 41,864 | \$ 44,068 | \$ 46,638 | \$ 50,452 | \$ 53,825 |
| 4 | \$ 44,068 | \$ 46,387 | \$ 49,040 | \$ 52,689 | \$ 56,560 |
| 5 | \$ 46,275 | \$ 48,710 | \$ 51,443 | \$ 55,582 | \$ 59,295 |
| 6 | \$ 48,477 | \$ 51,028 | \$ 53,845 | \$ 58,173 | \$ 62,029 |
| 7 | \$ 50,681 | \$ 53,347 | \$ 56,246 | \$ 60,724 | \$ 64,762 |
| 8 | \$ 52,882 | \$ 55,667 | \$ 58,650 | \$ 63,285 | \$ 67,496 |
| 9 | \$ 55,089 | \$ 57,988 | \$ 61,054 | \$ 65,654 | \$ 70,232 |
| 10 | \$ 57,291 | \$ 60,306 | \$ 63,454 | \$ 68,426 | \$ 72,968 |
| 11 | \$ 59,497 | \$ 62,628 | \$ 65,856 | \$ 70,994 | \$ 75,698 |
| 12 | \$ ** | \$ 65,020 | \$ 68,260 | \$ 73,720 | \$ 79,077 |

** Subject to Article 5.04 of the Collective Agreement

APPENDIX A4: TEACHER SALARY GRIDS (continued)

Article 5 – Salary Grid

Effective September 1, 2006

| | A | A1 | A2 | A3 | A4 |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 36,136 | \$ 38,037 | \$ 40,632 | \$ 43,995 | \$ 46,769 |
| 1 | \$ 38,396 | \$ 40,417 | \$ 43,068 | \$ 46,598 | \$ 49,569 |
| 2 | \$ 40,654 | \$ 42,794 | \$ 45,347 | \$ 49,422 | \$ 52,375 |
| 3 | \$ 42,910 | \$ 45,169 | \$ 47,804 | \$ 51,713 | \$ 55,171 |
| 4 | \$ 45,169 | \$ 47,547 | \$ 50,266 | \$ 54,006 | \$ 57,974 |
| 5 | \$ 47,431 | \$ 49,927 | \$ 52,729 | \$ 56,971 | \$ 60,777 |
| 6 | \$ 49,689 | \$ 52,304 | \$ 55,191 | \$ 59,627 | \$ 63,580 |
| 7 | \$ 51,948 | \$ 54,681 | \$ 57,652 | \$ 62,242 | \$ 66,381 |
| 8 | \$ 54,204 | \$ 57,058 | \$ 60,116 | \$ 64,867 | \$ 69,184 |
| 9 | \$ 56,467 | \$ 59,438 | \$ 62,581 | \$ 67,295 | \$ 71,987 |
| 10 | \$ 58,723 | \$ 61,813 | \$ 65,041 | \$ 70,137 | \$ 74,792 |
| 11 | \$ 60,984 | \$ 64,194 | \$ 67,502 | \$ 72,769 | \$ 77,590 |
| 12 | \$ ** | \$ 66,645 | \$ 69,967 | \$ 75,563 | \$ 81,054 |

** Subject to Article 5.04 of the Collective Agreement

APPENDIX A5: TEACHER SALARY GRIDS (continued)

Article 5 – Salary Grid

Effective September 1, 2007

| | A | A1 | A2 | A3 | A4 |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 37,220 | \$ 39,178 | \$ 41,850 | \$ 45,314 | \$ 48,172 |
| 1 | \$ 39,548 | \$ 41,629 | \$ 44,360 | \$ 47,996 | \$ 51,056 |
| 2 | \$ 41,874 | \$ 44,078 | \$ 46,708 | \$ 50,904 | \$ 53,947 |
| 3 | \$ 44,198 | \$ 46,524 | \$ 49,238 | \$ 53,264 | \$ 56,826 |
| 4 | \$ 46,524 | \$ 48,973 | \$ 51,774 | \$ 55,627 | \$ 59,713 |
| 5 | \$ 48,854 | \$ 51,425 | \$ 54,311 | \$ 58,680 | \$ 62,601 |
| 6 | \$ 51,180 | \$ 53,873 | \$ 56,847 | \$ 61,416 | \$ 65,487 |
| 7 | \$ 53,506 | \$ 56,321 | \$ 59,382 | \$ 64,109 | \$ 68,373 |
| 8 | \$ 55,831 | \$ 58,770 | \$ 61,920 | \$ 66,813 | \$ 71,259 |
| 9 | \$ 58,161 | \$ 61,221 | \$ 64,458 | \$ 69,314 | \$ 74,147 |
| 10 | \$ 60,485 | \$ 63,668 | \$ 66,992 | \$ 72,241 | \$ 77,036 |
| 11 | \$ 62,814 | \$ 66,120 | \$ 69,527 | \$ 74,952 | \$ 79,918 |
| 12 | \$ ** | \$ 68,645 | \$ 72,066 | \$ 77,830 | \$ 83,485 |

** Subject to Article 5.04 of the Collective Agreement

APPENDIX A6: TEACHER SALARY GRIDS (continued)

Article 5 – Salary Grid

Effective August 31, 2008

| | A | A1 | A2 | A3 | A4 |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 37,481 | \$ 39,452 | \$ 42,143 | \$ 45,632 | \$ 48,509 |
| 1 | \$ 39,825 | \$ 41,921 | \$ 44,671 | \$ 48,332 | \$ 51,414 |
| 2 | \$ 42,167 | \$ 44,386 | \$ 47,035 | \$ 51,261 | \$ 54,324 |
| 3 | \$ 44,507 | \$ 46,850 | \$ 49,583 | \$ 53,637 | \$ 57,224 |
| 4 | \$ 46,850 | \$ 49,316 | \$ 52,137 | \$ 56,016 | \$ 60,131 |
| 5 | \$ 49,196 | \$ 51,785 | \$ 54,691 | \$ 59,091 | \$ 63,039 |
| 6 | \$ 51,538 | \$ 54,250 | \$ 57,245 | \$ 61,846 | \$ 65,946 |
| 7 | \$ 53,881 | \$ 56,716 | \$ 59,798 | \$ 64,558 | \$ 68,851 |
| 8 | \$ 56,221 | \$ 59,182 | \$ 62,353 | \$ 67,281 | \$ 71,758 |
| 9 | \$ 58,568 | \$ 61,650 | \$ 64,909 | \$ 69,799 | \$ 74,666 |
| 10 | \$ 60,908 | \$ 64,113 | \$ 67,461 | \$ 72,747 | \$ 77,575 |
| 11 | \$ 63,253 | \$ 66,583 | \$ 70,014 | \$ 75,477 | \$ 80,477 |
| 12 | \$ ** | \$ 69,125 | \$ 72,570 | \$ 78,375 | \$ 84,070 |

** Subject to Article 5.04 of the Collective Agreement

APPENDIX B:

Article 5 – Salary Grid

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 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 the Director of Education.

APPENDIX C:

Article 7 – Sick Leave Protection

**ALGONQUIN AND LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
REQUEST FOR MEDICAL INFORMATION**

Information on this form is collected to accommodate our employee in case of long-term absences or disabilities resulting from sickness or injury. Information collected will assist us to determine their fitness to return to work, also in planning for the staff rehabilitation, and initiate corrective measures to prevent reoccurrences. Questions about the collection of information regarding the employee's ability to perform the job should be directed to the Human Resources Dept.

Please return this form to:
Human Resources Department
Algonquin and Lakeshore Catholic District School Board
151 Dairy Avenue, Napanee, Ontario, K7R 4B2

- A) I hereby certify that _____ has been under my medical care and is
(Name of Patient)
able to return to work on a full-time basis. This patient last saw me on _____ (date).
- B) I hereby certify that _____ has been under my medical care and is
(Name of Patient)
Presently medically unable to perform his/her duties with your Board. I anticipate that the
patient may be able to return to work on _____. This patient last saw me on _____ (date).
- C) I hereby certify that _____ has been under my medical care and is
(Name of Patient)
able to return to work on _____ on a ____% basis. This patient last me
(Date)
on _____ (date). My recommendation is a return to work with the following conditions:

Limitations or medical restrictions and duration thereof arising from the patient's medical condition are as follows:

(Signature of Medical Practitioner)

(Date)

Name of Medical Practitioner _____

Area of medical practice/specialty _____

Address: _____ Postal Code: _____

Telephone No.: _____

APPENDIX D:

Article 8 – Retirement or Sick Leave Gratuity and Group RRSP

ARTICLE 5.00 – RETIREMENT GRATUITY

Hastings-Prince Edward County R.C.S.S.B.

5.01 Any Teacher who was in a designated capacity of employment under the Teachers' Superannuation Act 1983, having not less than five (5) 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 Teachers' Superannuation Act, shall be eligible to receive a retirement gratuity based on the following formula:

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

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 8 – Retirement or sick Leave Gratuity and Group RRSP

ARTICLE 16 – SICK LEAVE CREDIT GRATUITY PLAN

Frontenac-Lennox and Addington County R.C.S.S.B.

- 16.12 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:
- 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 illegally 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 in accordance with the provisions of the Collective Agreement and at the same time shall state the method of payment that he/she wishes.
 - iii) Where the employment of a teacher is terminated by death, the retirement gratuity become payable to the estate if the teacher qualifies for the gratuity.

APPENDIX F:

Article 8 – Retirement or Sick Leave Gratuity and Group RRSP

Group RRSP

- 1) It is the intent of the Parties that individual RRSP accounts, established with the Ontario Teachers' Group Inc., are to be held in the name of an individual Teacher within the Group RRSP, and shall be invested in the OTG Balanced Fund. The employee has the right to authorize OTG to move the monies into other investment vehicles of the employee's choice.
- 2) The OTG Inc. and the Algonquin and Lakeshore Catholic District School Board shall provide in a timely manner the necessary information required for each other to implement this agreement. The O.E.C.T.A. Local shall assist, when possible, with any communication required with members.
- 3) The two thousand (\$2,000.00) dollars shall be deposited into each Teacher's account.
- 4) Each Teacher for whom an RRSP account has been established will sign an agreement to indemnify and hold OECTA, OTG and the Board harmless from any claims, suits or attachments and any form of liability resulting from the implementation of the agreement.
- 5) The payment for all Teachers covered shall be made in a timely manner during the first teaching month following the completion of his/her probationary period.

APPENDIX G:

Article 8 – Retirement or Sick Leave Gratuity and Group RRSP

TEACHER DECLARATION

I hereby acknowledge and give my consent to the provisions in the Letter of Intent between the Parties regarding the RRSP provisions as they apply to an individual Teacher. I further agree to indemnify and hold O.E.C.T.A., the O.T.G. Inc. and the Board harmless from any claims, suits or attachments and any form of liability resulting from the implementation of this agreement.

I understand that this declaration is irrevocable.

Print Name: _____

School & Location: _____

Signature of Teacher: _____

Witness: _____

Date: _____

APPENDIX H:

Allocation of release days for Information Technology Contact (ITC) in elementary schools.

| | |
|-----------------------------|------------|
| Archbishop O’Sullivan | 8 |
| Ecole cathedrale | 6 |
| Georges Vanier | 6 |
| Holy Family | 5 |
| Holy Name | 4 |
| Holy Rosary | 5 |
| John XXIII | 7 |
| J. J. O’Neill | 8 |
| St. Patrick (Erinsville) | 2 |
| Mother Teresa | 8 |
| Our Lady of Fatima | 5 |
| Our Lady of Lourdes | 6 |
| Our Lady of Mercy | 5 |
| St. Martin of Tours | 2 |
| Our Lady of Mount Carmel | 7 |
| Sacred Heart (Batawa) | 4 |
| Sacred Heart (Marmora) | 3 |
| St. Carthagh | 4 |
| St. Mary (Read) | 2 |
| St. Gregory | 4 |
| Holy Name of Mary | 3 |
| St. Joseph (Belleville) | 8 |
| St. Marguerite Bourgeoys | 6 |
| St. Martha | 10 |
| St. Mary (Trenton) | 10 |
| St. Michael | 10 |
| St. Patrick (Kingston) | 4 |
| St. Patrick (Harrowsmith) | 4 |
| St. Mary (Enterprise) | 2 |
| St. James Major | 2 |
| St. Paul (Kingston) | 4 |
| Sacred Heart (Wolfe Island) | 2 |
| St. Peter (Kingston) | 4 |
| St. Peter (Trenton) | 10 |
| St. Thomas More | 6 |
| St. Joseph/St. Mary | 2 |
| Total | 188 |

For the Teachers

For the Board

Date

APPENDIX 4:

Article 31 – Criminal Background Check

BOARD/AUTHORITY NAME

(for use by transferring staff for whom the Board has not collected a Criminal Background Check or for transferring teachers who were certified by the OCT before January 1, 1999)

OFFENCE DECLARATION

| | | | |
|-----------------|---------------|----|----|
| <i>Name</i> | Date of Birth | | |
| | yyyy | mm | dd |
| Position | Employee No. | | |

I DECLARE that:

___ I have no convictions under the *Criminal Code of Canada* up to and including the date of this declaration for which a pardon has not been issued or granted under the *Criminal Records Act (Canada)*

OR

___ I have been convicted of the following criminal offences under the *Criminal Code of Canada* for which a pardon under Section 4.1 of the *Criminal Records Act (Canada)* has **not** been issued or granted to me.

List of Offences

1. a) Date: _____
 b) Court Location: _____
 c) Conviction: _____
2. a) Date: _____
 b) Court Location: _____
 c) Conviction: _____
3. a) Date: _____
 b) Court Location: _____
 c) Conviction: _____

(Use additional page if necessary)

DATED at _____ this _____ day of _____ /200__.

Signature: _____

APPENDIX 5:

Article 31 – Criminal Background Check

BOARD/AUTHORITY NAME

(for use by teachers certified by the OCT since Dec. 31, 1998 and all staff for whom the Board has previously collected a Criminal Background Check)

OFFENCE DECLARATION

| | | | |
|-----------------|----------------------|----|----|
| Name | Date of Birth | | |
| | yyyy | mm | dd |
| Position | Employee No. | | |

I DECLARE, since the last Criminal Background Check collected by this Board or the Ontario College of Teachers, as the case may be, or since the last Offence Declaration given by me to this Board, that:

— I have no convictions under the *Criminal Code of Canada* up to and including the date of this declaration for which a pardon has not been issued or granted under the *Criminal Records Act (Canada)*

OR

— I have the following convictions under the *Criminal Code of Canada* for which a pardon under the *Criminal Records Act (Canada)* has **not** been issued or granted to me.

List of Offences

1. a) Date: _____
 b) Court Location: _____
 c) Conviction: _____
2. a) Date: _____
 b) Court Location: _____
 c) Conviction: _____
3. a) Date: _____
 b) Court Location: _____
 c) Conviction: _____

(Use additional page if necessary)

DATED at _____ this _____ day of _____ /200__.

Signature: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (OECTA)
(hereinafter called the "Teachers")
hereinafter known as the parties

Re: Distribution of Collective Agreement

The Board agrees that it will give OECTA five (5) copies of the full text of the tentative Collective Agreement prior to ratification.

Within thirty (30) days of final editing the Board agrees to print and distribute a copy of the Collective Agreement to each Teacher.

The Board shall provide the Local Teachers' Bargaining Unit with a software copy of the final Collective Agreement.

For the Teachers

For the Board

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (OECTA)
(hereinafter called the "Teachers")
hereinafter known as the parties

This letter will confirm the understanding reached during our negotiations concerning Harassment, Assault and Safe Schools policy.

1. The Board agrees that all employees are entitled to work in an environment which is free from all forms of harassment, where such harassment is defined as per board policy 2003-06-01 "Employee Harassment", which may be amended from time to time.
2. It is acknowledged that OECTA is a stakeholder in the Board's policy development process.
3. The Local Bargaining Unit of OECTA shall have an opportunity to make a presentation during the development of future Board policies on Harassment, Assault, and Safe Schools.
4. The Local Bargaining Unit of OECTA shall have an opportunity to make a presentation during the revision of Board policies on Harassment, Assault, and Safe Schools.
5. The Board shall review with the Local Bargaining Unit of OECTA changes which the Board intends to make to Board policies on Harassment, Assault, and Safe Schools.

For the Teachers

For the Board

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (OECTA)
(hereinafter called the "Teachers")
hereinafter known as the parties

This letter will confirm the following support staff assignments for secondary and elementary schools during the period September 1, 2004 to August 31, 2008, unless otherwise specified.

SECONDARY

- Guidance 450:1
- Library 1.33 F.T.E. per school
- Special Education A ratio to be determined once the grant from the Ministry of Education is confirmed.

ELEMENTARY

- Special Education A ratio to be determined once the grant from the Ministry of Education is confirmed.
- French as a Second Language / Preparation and Planning Time Teachers
(excluding kindergarten)

1 Teacher per 7 classes

For the Teachers

For the Board

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (OECTA)
(hereinafter called the "Teachers")
hereinafter known as the parties

Effective September 1, 2002, the parties agree to the following:

A. Secondary Schools

1. The Board will create a new assignment at each secondary school called "Information Technology Contact (ITC)" equivalent to one (1) period per semester at Holy Cross Catholic Secondary School and Regiopolis-Notre Dame Catholic High School, and one (1) period per year, or one-half (1/2) period per semester as structure may permit, at Nicholson Catholic College, St. Theresa Catholic Secondary School and St Paul Catholic Secondary School.
2. Notification of the availability of the assignment will be provided internally to every teacher at each secondary school and will be open to teachers with relevant qualifications according to Ministry of Education regulations, or demonstrably equivalent education experience.
3. Assigned time for the ITC will be accommodated by a corresponding increase in FTE staff complement.

B. Elementary Schools

1. An invitation for an internal volunteer in each elementary school will be given by the Principal to every teacher for an assignment to be known as "Information Technology Contact (ITC)", and will be open to teachers with a demonstrably acceptable level of knowledge and experience.
2. A pool of no less than 180 release days will be established. The assignment of available release days to each school will be as set out in Appendix H. The Principal will assign release days in consultation with the ITC. Occasional teachers will replace ITC's with classroom responsibilities on release time.

C. Professional Development

1. It is understood that the Board will provide two (2) days of release time for Board-scheduled professional development related to the ITC function for each ITC. This release time is in addition to that specified in Appendix H.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (OECTA)
(hereinafter called the "Teachers")

The parties agree to the following:

A "Surplus teacher" means a Teacher from whom there is no position available in his/her present school because of the staff complement that has been determined for that school and/or because of his/her particular limiting qualifications.

1. As soon as a Principal, after consultation with their Supervisory Officer, has determined that one or more surplus teachers exist in a school, the entire staff of the school shall be informed.
2. The following guidelines shall be used sequentially to identify the teachers who are to be declared surplus:
 - a) A teacher on probationary contract, provided that the teacher's assignment, in the opinion of the Principal in consultation with the Supervisory Officer (with responsibility for Human Resources) can be filled satisfactorily by another teacher on staff;
 - b) A teacher on permanent contract who last obtained that contract (i.e. the lowest seniority with the Board), provided that the teacher's assignment, in the opinion of the Principal in consultation with the Superintendent of Education (with responsibility for Human Resources) can be filled satisfactorily by another teacher on staff;
3. If two or more teachers in either 2a) or 1b) above have the same commencement dates on their probationary or permanent contracts, as the case may be, the teacher with longer, current, uninterrupted service with this Board shall be given prior consideration over the other teacher(s) to remain in the present school.
4. At the secondary level, the above guidelines may be applied within subject specialization.
5. Principals, in consultation with the Supervisory Officer (with responsibility for Human Resources), shall confirm which teachers are to be declared surplus and shall inform those teachers verbally, and in writing, with a copy to the Unit President, that they have been identified as being surplus.
6. Notwithstanding any provision of the collective agreement or this Memorandum of Understanding, a Teacher working in the Board Office shall enter the transfer round which is closest to the end of his or her scheduled term, unless that term is extended by the Board, or which is closest to the elimination of the position by the Board.

For the Teachers

For the Board

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (OECTA)
(hereinafter called the "Teachers")

The Board agrees that it will not increase the supervision of teachers who are below the supervision maximum established in Article 20.02 d) unless there is a justifiable reason for doing so. It is understood that if such increase is required, it shall not exceed the maximum specified in Article 20.02 d). It is further understood that supervision may increase as a result of the Teacher changing schools.

For the Teachers

For the Board

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (OECTA)
(hereinafter called the "Teachers")

The parties agree to establish a Board/Teacher Liaison Committee of six (6) representatives composed of three (3) representatives appointed by the Unit and three (3) representatives appointed by the Board. The Terms of Reference of the committee shall be developed and mutually agreed upon by the parties. The Committee shall meet on or before October 15 of each year and thereafter as may be mutually agreed upon.

For the Teachers

For the Board

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (OECTA)
(hereinafter called the "Teachers")

The parties agree to establish a joint committee of six (6) representatives composed of three (3) representatives appointed by the Unit and three (3) representatives appointed by the Board, to review staffing and assignments at Loyola. The Committee will meet by September 30, 2005 and will endeavour to make recommendations by January 30, 2006.

For the Teachers

For the Board

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALGONQUIN & LAKESHORE CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION (OECTA)
(hereinafter called the "Teachers")

Effective September 1, 2004, the parties agree to the following with respect to "Virtual Education", a model of curriculum delivery which uses electronic communication and is referred to as "E-Learning".

1. The workload for E-Learning programme will be included in the teacher's "teaching assignment" as defined by Article 20.03 b) of the collective agreement.
2. For day school teachers, all electronically delivered courses shall be scheduled during the regular school day and the regular school year.
3. A teacher teaching an electronically delivered course shall use the school's equipment in an assigned work location at the teacher's school.
4. E-Learning courses shall be subject to the average class size calculations as per Article 20.03 a) of the collective agreement.
5. A teacher teaching electronically delivered courses shall correspond with students only through the Board server.
6. A teacher teaching an electronically delivered course shall only be evaluated by the principal or vice-principal of the teacher's school as per the "Teacher Performance Appraisal Model".
7. By the end of September and by the end of February, the Board agrees to provide the Bargaining Unit with information pertaining to enrolment, staffing, funding and costs of credit courses offered by electronically delivered curriculum.
8. The Board will provide each teacher new to the E-Learning programme, training as required, during the regular school day.
9. It is understood that subject to changes in Ministry of Education regulations either party may advise the other of the desire to re-negotiate, for the purpose of changing, this letter of understanding.

For the Teachers

For the Board

Date

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives:

This 30th day of June 2005
