

COLLECTIVE AGREEMENT

between

THE MEMBERS OF
THE BRANT HALDIMAND-NORFOLK OECTA ELEMENTARY TEACHERS'
BARGAINING UNIT
(hereinafter called "THE TEACHERS")

and

THE BRANT HALDIMAND-NORFOLK CATHOLIC
DISTRICT SCHOOL BOARD
(hereinafter called "THE BOARD")



September 1, 2001 - August 31, 2003

TABLE OF CONTENTS

ARTICLE		PAGE
1	RIGHTS AND DEFINITIONS	1 - 2
	1.01 Recognition	
	1.02 Application	
	1.03 Management Rights	
	1.04 Working Day	
	1.05 Length of School Day	
	1.06 Length of School Year	
	1.07 Provision of Collective Agreement	
	1.08 No Discrimination	
	1.09 Teacher Representatives on Board Committees	
2	DURATION AND RENEWAL	2
3	PERSONNEL	2 - 13
	3.01 Part-time Teachers	
	3.02 Seniority	
	3.03 Redundancy Determined	
	3.04 Notice of Redundancy	
	3.05 Declaration of Surplus Teachers	
	3.06 Recall Procedure for Redundancy to the System	
	3.07 Provision for Members of Roman Catholic Religious Communities	
	3.08 Personnel Files	
	3.09 Access to Information on Teachers	
	3.10 Teacher In Charge	
	3.11 Long Term Absence of School Administrators	
	3.12 Consultant Positions	
	3.13 Job Postings for Teaching Vacancies	
	3.14 Creation of New Positions	
	3.15 Probationary Period for Teachers	
	3.16 Evaluation Procedures for Teachers	
	3.17 Outdoor Education and Associate School	
	3.18 Certificated Teachers	
	3.19 Medical Certificates	
4	WORKING CONDITIONS	13 - 21
	4.01 FSL Program Delivery	
	4.02 Transfers	

4.03	Preparation Time	
4.04	Health and Safety	
4.05	Job Security	
4.06	Pupil Teacher Ratio	
4.07	Class Size	
4.08	Staff Monitoring Committee (S.M.C.)	
4.09	Lunch Hour Supervision	
4.10	College of Teachers Complaints	
4.11	Harassment Procedures	
4.12	Medical/Physical Procedure	
4.13	Occasional Teacher Coverage	
4.14	Teacher Trustee Committee	
5	CERTIFICATION AND PLACEMENT	21 - 24
5.01	Q.E.C.O. Placement	
5.02	Experience Recognition	
5.03	Related Work Experience Recognition	
5.04	Application for Grid Placement Change	
5.05	Board Required Courses	
6	TRAVEL ALLOWANCE	24
7	BENEFITS	25 - 28
7.01	Extended Health Care Plan	
7.02	Dental Plan	
7.03	LTD Plan	
7.04	Payment of Benefit Premiums	
7.05	Employment Insurance Rebate	
7.06	Benefits for Teachers on Pregnancy/Parental Leave	
7.07	Benefits for Retired Teachers	
7.08	Workplace Safety and Insurance Benefits	
7.09	Supplemental Employment Benefit Plan	
8	LEAVE PLANS	28 - 37
8.01	Replacement of Teachers on Leave	
8.02	Cumulative Sick Leave	
8.03	Bereavement Leave	
8.04	Jury Duty, Subpoena, Court Appearance, Quarantine	
8.05	Professional Development, Conferences and Examinations	
8.06	Compassionate Leave	
8.07	Personal Leave Days	
8.08	Pregnancy/Parental Leave	

	8.09 Parental leave	
	8.10 Leaves of Absence Without Pay	
	8.11 Teacher Funded Leave	
	8.12 Association Leaves	
	8.13 Other Association Leaves	
	8.14 School Association Representatives	
	8.15 Association Representatives	
9	FEES	38
	9.01 OECTA Fees	
	9.02 College of Teachers' Fee	
10	COMPENSATION	39 - 41
	10.01 Salary Schedule	
	10.02 Teachers' Salary Grid	
	10.03 Consultant Allowance	
	10.04 Athletic Director Allowance	
	10.05 Graduate Degree Allowance	
11	JUST CAUSE	42
12	GRIEVANCE PROCEDURE	42 - 45
	12.01 Preamble	
	12.02 Step One	
	12.03 Step Two	
	12.04 Step Three	
	12.05 Grievance Mediation/Arbitration (O.L.R.A.)	
	12.06 Expedited Arbitration	
	12.07 Local Bargaining Unit Grievances	
13	CONTINUING EDUCATION	46
	13.01 Definitions	
	13.02 Management Rights	
	13.03 Rates of Pay	
14	RETIREMENT GRATUITY	46
	14.01 Retirement Gratuity Plan for Teachers Employed by the Former Haldimand-Norfolk R.C.S.S. Board	
	Appendix A Teacher Transfer Medical Form	47 - 49

Appendix B Teacher Transfer Flow Chart	50 - 51
Appendix C The Gratuity Plan Buy-Out Plan for Teachers Employed by the Former Haldimand-Norfolk R.C.S.S. Board	52 - 55
Letter of Understanding #1 Pupil-Teacher Contacts for Preparation Time	56
Letter of Understanding #2 Summary of Extended Health & Dental Benefit Plans	56 - 59

Article 1: RIGHTS AND DEFINITIONS

1.01 Recognition

- 1.01.1 The Ontario English Catholic Teachers' Association is the exclusive bargaining agent for every Teacher; other than occasional teachers, principals and vice principals, who is assigned to one or more elementary schools or who performs duties in respect of such schools all or most of the time.
- 1.01.2 The Board shall recognize the right of OECTA to appoint a local negotiating committee of the Local Elementary Bargaining Unit to act on behalf of the provincial Association.

1.02 Application

The terms of this collective agreement shall apply only and to all elementary teachers as defined by the *Education Act*, Part X.1 who are employed by the Board.

1.03 Management Rights

The Board reserves unto itself all management rights and shall exercise these rights in a manner consistent with this Agreement, subject to all relevant laws, statutes and regulations of Ontario including, but not limited to: the *Education Act*, R.S.O. 1997, and the regulations thereto; the *Ontario Labour Relations Act*, 1995; and the *Education Quality Improvement Act*, 1997, and the regulations thereto.

1.04 Working Day

For the purpose of this Agreement, working day for teachers shall be defined as an Instructional Day or Professional Activity Day as indicated

in the Board's annual school year calendar.

1.05 Length of a School Day

An Instructional Day or a Professional Activity Day shall consist of no more than three hundred (300) minutes, subject to any mandatory legislation or regulation to the contrary.

1.06 Length of a School Year

The length of a school year shall not exceed one hundred and ninety-four (194) working days, subject to any mandatory legislation or regulation to the contrary.

1.07 Provision of Collective Agreement

It shall be the responsibility of the Board to provide each teacher covered by the terms of this Agreement with a copy of the Agreement within thirty (30) days of its ratification by both parties.

1.08 No Discrimination

There shall be no discrimination exercised against any teacher because such teacher exercises any right under this Agreement, the *Ontario Labour Relations Act*, or any other applicable legislation.

1.09 Teacher Representatives on Board Committees

Where the Board requires the participation of an OECTA representative on a Standing or Ad Hoc Committee, the Board shall request the name(s) of such teacher(s) from the executives of the OECTA Unit(s). The President(s) shall forward the name(s) of the approved appointee(s) to the Board.

Article 2: DURATION AND RENEWAL

2.01.1 This Agreement shall have effect from the 1st day of September, 2001 and shall continue to operate until August 31, 2003 and from year to year thereafter.

2.01.2 Notwithstanding the above, either party may by April 1st of the year of expiration of the Agreement, serve notice in writing to the other party of its desire to bargain the renewal, with or without modifications, of the Agreement then in effect. The parties shall meet within fifteen (15) days from the date of notice or within such further period as the

parties agree.

2.02 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

Article 3: PERSONNEL

3.01 Part-time Teachers

3.01.1 Part-time teachers shall receive salaries and benefits on a pro-rated basis.

3.01.2(a) The Board shall increase the employment status of a part-time teacher who has made application for such an increase, prior to hiring externally or placing external hires.

(b) Notwithstanding the above, the employment status of a part-time teacher shall not be increased until all teachers on layoff have been recalled according to Article 3.06.

3.01.3 A part-time teacher whose employment status is increased, must be qualified to fill the position by the day on which the assignment begins.

3.02 Seniority

3.02.1 Seniority Definition

(a) Seniority shall, for the purpose of this Agreement, mean continuous employment with this Board and its predecessor Boards. Seniority shall apply only to the members of the Local Elementary and Secondary Bargaining Units since the most recent date of hire.

(b) A redundant teacher who maintains a position on the recall list shall be deemed to have had continuous employment for seniority purposes.

3.02.2 Continuous Employment Definition

For the purpose of this Article, "continuous employment" shall include

exchange teaching, secondment loan to the Department of National Defence, Federation Leaves, employment with private Catholic Boards for which the Board has assumed jurisdiction, predecessor boards prior to Bill 104, and any and all approved leaves taken with the Board and its predecessor Boards, including leaves for lengthy illness.

3.02.3 ***Seniority List***

- (a) Each teacher employed by the Board shall be placed on the seniority list.
- (b) The names of the teachers shall be placed on the seniority list in descending order of seniority in accordance with the criteria listed in Article 3.02.3 (c).
- (c) The seniority list shall be established according to the following order:
 - (i) most recent date of commencement of continuous employment;
 - (ii) total years of service with this Board and its predecessor Boards;
 - (iii) total years of teaching experience in Ontario;
 - (iv) total years of teaching experience;
 - (v) by lot drawn in the presence of representatives from the Local Elementary and Secondary Bargaining Units, or their designates (to a maximum of three representatives).
- (d) Seniority shall be calculated upon entry into the Local Bargaining Unit and subsequently, on September 1st of each school year. The seniority list shall be updated each year as of September 30th and March 1st and a revised copy thereof provided to the Local Bargaining Units as of October 30th and April 2nd, respectively.
- (e) For the purposes of Article 3.02.3 (c)(ii), part-time teaching experience with the Board and its predecessor Boards shall not be pro-rated. Effective May 1, 1998, all occasional teacher assignments with the Board and its predecessor Boards shall be included in the calculation of seniority, on a pro-rated basis.
- (f) Effective May 1, 1998, all teaching experience in Ontario, including part-time and occasional experience recognized for salary purposes, shall be included in the calculation of seniority in

3.02.3(c)(iii).

- (g) A teacher who has been declared redundant shall continue to accrue seniority until September 30th of the third school year following notice in Article 3.04.1.
- (h) It is understood that all references to occasional teaching that exist within Article 3.02 are applicable only for purposes of determining seniority.

3.03 Redundancy Determined

3.03.1 A redundant teacher shall be one who is determined to be in excess of projected staffing requirements as determined by Article 4.06 and Article 4.07, on a system-wide basis.

3.03.2 Prior to a redundancy letter being issued, the Superintendent of Human Resources shall review with the President(s) of the Local Bargaining Unit(s) the administration and application of Article 3.03.

3.03.3 Prior to a teacher being declared redundant, the Board shall reduce its staff complement through normal attrition by voluntary withdrawal of teachers from the Local Bargaining Unit(s) and/or any leaves of absence approved by the Board.

3.03.4 Teachers shall be declared redundant in reverse order of seniority and placed on a Recall List.

3.04 Notice of Redundancy

3.04.1 A teacher who is to be declared redundant shall be notified in writing by May 1st, to take effect August 31st.

3.04.2 The letter issued to such teacher shall state that the sole reason for the termination is due to a decrease in enrolment and the teacher's position on the seniority list.

3.04.3 Such notice shall be sent via registered mail to the teacher's last known address or via hand delivery by a supervisory officer to the teacher.

3.05 Declaration of Surplus Teachers

3.05.1 Should a decline in enrolment at a school or a change in the school organizational plan require that a teacher be declared surplus to

that school for the following school year, such declaration shall be made prior to March 5th. The teacher declared surplus to that school shall be the teacher who is lowest on the Seniority List.

3.05.2 Academic programming considerations as required by the Education Act and regulations can allow the Board to override the above process by exempting a particular teacher. For further clarification, the least senior teacher shall be retained and the teacher who is next lowest on the seniority list shall be declared surplus to that school, as identified above.

3.05.3 Notwithstanding Article 3.05.1, no teacher shall be declared surplus to a school in consecutive school years. In such circumstances, the teacher who is next lowest on the seniority list shall be the teacher who is declared surplus to that school.

3.06 Recall Procedure for Redundancy to the System

3.06.1 For the purpose of recall procedure, "qualified" shall be defined as those qualifications deemed mandatory in the *Education Act* and its regulations.

3.06.2 When making new appointments to the staff, the Board shall first offer these positions to those who were released because of staff reduction. Such offer shall be made to the redundant teacher who has the greatest seniority and who is qualified, or who can become qualified, by the first day of the period for which the teacher is being recalled.

3.06.3 If a teacher who is already so qualified refuses the position offered, it shall be offered to the teacher with the next greatest seniority who is either qualified or who commits to becoming so qualified by the first day of the period for which the teacher is being recalled.

3.06.4(a) A teacher who is qualified to teach and refuses a position which is equivalent to the percentage of time previously employed, shall not forfeit their right to recall or their position on the recall list until the third (3rd) refusal.

(b) If a teacher accepts a part-time position because a full-time position is not available, that teacher shall be offered the first full-time position that becomes available for which the teacher is qualified or can become qualified pursuant to 3.06.2.

3.06.5 A teacher who is not qualified at the time of the recall and who commits to becoming so qualified, will have until the first day of the

period for which the teacher is being recalled to become so qualified, if she or he so requests. A teacher who makes such a commitment and who does not become duly qualified shall forfeit the teaching position unless the failure to become so qualified was for reasons beyond the control of the teacher. Such teacher shall maintain all recall rights.

3.06.6 A teacher who accepts a full-time teaching position with another board shall forfeit all rights of recall with the Board.

3.06.7 A teacher who has not been recalled by September 30th of the third school year following notice in Article 3.04 shall lose all right of recall.

3.07 Provision for Members of Roman Catholic Religious Communities

3.07.1 Notwithstanding the above provisions, the Board shall make available a total of nine (9) positions on its elementary and secondary teaching staff to members of Roman Catholic Religious Communities. The allocation of these positions between its elementary staff and its secondary staff shall be at the sole discretion of the Board. Upon the retirement of a member, or when such member is transferred within the Religious Community by the Provincial Council, such member may be replaced by a member of a Roman Catholic Religious Community, provided that the member is qualified to be assigned teaching responsibilities under the Board.

3.07.2 No teacher shall be declared redundant to fulfil the provisions of Article 3.07.1.

3.08 Personnel Files

3.08.1 A teacher shall have access during normal business hours, provided it does not interfere with the teacher's duties, to the teacher's personnel files upon request and two (2) days notice. The teacher shall receive a copy of any material placed in the teacher's file which had not previously been provided to the teacher by the Board.

3.08.2 An appropriate Board official shall be present when a teacher reviews the file. The teacher may be accompanied by a representative of O.E.C.T.A.

3.08.3 No material shall be placed in the teacher's personnel file unless such teacher has received a copy of said material. This material refers to any report, or disciplinary letter produced by Board administration. The teacher shall initial the material, verifying receipt and retain a copy

of such.

3.08.4 If a teacher disputes the contents of the file, the teacher may request in writing the removal of the specified material. In the event that the Board refuses to remove the said material, the teacher may file a grievance under the procedures outlined in this Agreement.

3.08.5 Upon written request of the teacher, three (3) years after an unsatisfactory report has been made, it shall be removed from the teacher's file provided that the teacher has improved in areas identified in the report.

3.08.6 Any material being removed from the file shall accompany this letter of confirmation.

3.08.7 The Board reserves the right to retain such information in the personnel files as may reasonably be required to comply with the requirements of the Income Tax Act, the Education Act, and any other applicable federal or provincial legislation.

3.09 Access to Information on Teachers

3.09.1 Information regarding all teachers' salaries and classifications will be available at the Board Office to the negotiating committee of the Local Bargaining Unit. A review of all teachers' salary classifications will be conducted within sixty (60) calendar days of the effective date of this Agreement or the date of implementation of the Agreement, whichever is later. The review is to be conducted by the Treasurer of the Board or designate and the designate of the Teachers' Negotiating Committee.

3.09.2 Ratification of this Agreement by the Teachers and implementation of this Agreement on their behalf shall constitute a consent on the part of each individual teacher to the release of such salaries and classifications and the cost of the premiums for the benefits pursuant to Article 7 for the purposes of such review.

3.10 Teacher-in-Charge

3.10.1 Each school may have a teacher designated as the "Teacher-in-Charge." The Teacher-in-Charge is responsible for maintaining order and attending to school emergencies in the absence of the principal or vice-principal, on a casual basis.

- 3.10.2 Such assignments shall not normally exceed twenty (20) school days in total per school year.
- 3.10.3 No teacher shall be designated as a Teacher-in-Charge without the teacher's consent.
- 3.10.4 The Board shall replace a teacher designated as a Teacher-in-Charge with an occasional teacher on the third (3rd) consecutive day of absence of the principal or vice-principal where applicable.
- 3.10.5 The Teacher-in-Charge shall receive an allowance of thirty dollars (\$30.00) per day in each instance that the principal or vice-principal is absent for a full day. A full day shall be considered to be absence in both morning and afternoon.

3.11 Long Term Absence of School Administrators

- 3.11.1 The Board may assign to a teacher, the duties of an administrator (principal/vice-principal) for a temporary period of time not to exceed six (6) consecutive months and nine (9) consecutive months in the event of pregnancy/parental leave. Such appointment shall be made only in the event of the administrator's long-term disability/illness or parental/pregnancy leave or an approved leave by the Board.
- 3.11.2 Any extension of this period shall not be unreasonably denied by the Association.
- 3.11.3 No teacher shall be assigned the duties of an administrator without the teacher's consent.
- 3.11.4 Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- 3.11.5 All other provisions of this collective agreement shall apply to the teacher during such period of temporary assignment.
- 3.11.6 Any teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.
- 3.11.7 The Board agrees to replace any teacher who accepts an Acting Administrator position for a temporary period as described in Article

3.11.1 and 3.11.2 above with an occasional teacher.

3.11.8 The Board agrees to pay the Acting Administrator an allowance commensurate with the appointee's experience as an administrator.

3.12 Consultant Positions

3.12.1 The Board may appoint teachers to system consultant positions to the maximum number supported by the foundation grant.

3.12.2 Qualifications for Consultant Positions shall be as follows:

- (a) candidates for consultants shall have a specialist qualification in the appropriate subject area;
- (b) candidates who can become qualified prior to the start of the assignment shall be considered;
- (c) if no qualified candidate is available the Board may appoint a candidate with lesser qualifications for a one year term.

3.13 Job Postings for Vacancies

3.13.1 A new or vacant position shall be defined as a position which becomes available at any time.

3.13.2 The Board may fill a position which becomes vacant after August 30th of each year with a newly hired teacher.

3.13.3 All other vacancies shall be filled as follows:

- (a) all known new or vacant positions which must be filled for the following school year shall be included in the list of positions defined by Article 4.02.1 and Appendix "B" on March 1st and April 5th;
- (b) all other new positions shall be filled in accordance with Articles 3.13.4 and 3.13.5.

3.13.4 The Board shall post all vacant positions which become available after April 5th for a period of at least five (5) working days at the Board Office and in all schools. Such postings shall occur on the following dates:

- (i) May 15th;
- (ii) June 15th.

- 3.13.5 (a) Notwithstanding Article 3.13.4, the Board shall not post in the schools during vacation periods.
- (b) During the summer vacation period, copies of postings shall be mailed to the home of each member of the Local Bargaining Unit on August 15th.
- (c) Notwithstanding the above, the Board shall post any other new or vacant positions on the electronic mail.
- 3.13.6 A copy of all job postings shall be sent to the Unit President(s) and the appropriate Local Bargaining Unit President.
- 3.13.7 The internal posting shall precede any public advertisement.
- 3.13.8 No position may be awarded in the event that it has not been posted in the aforesaid manner.
- 3.13.9(a) All teachers who are qualified or who can become qualified in time to assume the position, shall be eligible to apply for posted vacancies.
- (b) In considering external and internal applicants, all things being equal, preference shall be given to internal applicants.

3.14 Creation of New Positions

- 3.14.1 The Board shall reserve the right to establish new positions. A new position shall be defined as a position which:
- (a) is presently not included in this agreement;
 - (b) has responsibilities greater than those of a regular teaching position;
 - (c) has a distinct job description and title;
 - (d) has specific qualifications other than those required for a teaching

position.

3.14.2 The salary for a new position shall be negotiated between the duly appointed representatives of the Elementary Local Bargaining Unit and the Board. If the parties are unable to reach agreement either party may refer the matter to a single arbiter in accordance with Article 12.

3.14.3 Such negotiations shall not constitute the re-opening of the collective agreement. When the salary for a new position is determined it shall be deemed to form part of the current collective agreement.

3.15 Probationary Period for Teachers

3.15.1 A teacher will be considered to be probationary until that teacher has completed twelve (12) calendar months of employment with the Board.

3.15.2 The probationary period is deemed to include service as a long term occasional teacher if that service and the subsequent service as a member of the Local Bargaining Unit is continuous.

3.15.3 The probationary period is deemed to include any statutory holiday that may fall within that period, but not any leave of absence, including sick leave in excess of twenty consecutive days.

3.15.4 No teacher shall be required to provide the Board with a Pastoral Reference at the end of his/her probationary period.

3.16 Evaluation Procedures for Teachers

3.16.1 The evaluation of a teacher shall be conducted with the understanding that the purposes of the evaluation are:

- (a) to affirm work well done;
- (b) to assist the teacher in the delivery of program;
- (c) to provide for professional and career growth;
- (d) to identify strengths and, where necessary, areas of weakness.

3.16.2 No member of the Local Bargaining Unit shall participate in the

evaluation of another member.

3.16.3 Classroom visits shall be conducted in accordance with the following guidelines:

- (a) five (5) days notice to the teacher of the evaluation day and time;
- (b) pre-conference with teacher to discuss criteria;
- (c) post-conference within five (5) days with the teacher to discuss observations;
- (d) written report within five (5) days of the post-conference.

3.16.4 The teacher may append comments to the evaluation report.

3.17 *Outdoor Education and Associate School*

Where the Board enters into contractual agreements with; the Grand River Conservation Authority, re: Apps Mill, and/or Taquanayah; and/or the Long Point Region Conservation Authority re: Backus Conservation Area, the Board agrees that the associate school and outdoor education liaison duties shall not be assigned to a member of the Local Elementary Bargaining Unit.

3.18 *Certificated Teachers*

3.18.1 All teaching positions covered by this collective agreement shall remain in the bargaining unit for the duration of this collective agreement.

3.18.2 The Board shall continue to employ only certified teachers who are registered with the Ontario College of Teachers for all teaching positions from Junior Kindergarten through to Grade Eight (8) including special education and resource.

3.18.3 Notwithstanding the above, the employment of a teacher on a Letter of Permission shall not extend beyond the school year.

3.19 *Medical Certificates*

3.19.1 A teacher who is absent due to illness for three (3) consecutive days or more shall be required to provide a medical certificate to the Board, if requested in writing to do so, by the Board.

3.19.2 Should the Board require that a teacher produce a medical certificate, the Board shall reimburse the teacher for the cost of the medical certificate upon presentation of receipt for the payment.

Article 4: WORKING CONDITIONS

4.01 FSL Programme Delivery

No French-as-a-Second Language teacher will be required to deliver the programme to more than three split classes.

4.02 Transfers

4.02.1 *Definition:* For the purpose of this Agreement, a transfer is defined as a change from a teaching position in one school to a teaching position in another school.

4.02.2 All teachers are subject to transfer.

4.02.3 All teachers shall be given an opportunity to request a transfer.

4.02.4 No teacher shall be transferred outside a 40 km radius from the teacher's "home school," except by mutual agreement. "Home school" shall be defined as the school in the system that is nearest to a teacher's residence.

4.02.5 Classification of Transfers

Transfers to take effect in the following school year shall be classified as one of the following:

(a) **Board Administrative Transfers (B.A.T.):**

A Board Administrative Transfer is one in which a Superintendent, in consultation with the teacher and the principal, may initiate a transfer of the teacher in order to meet the needs of that teacher, that school, or the Board. The Board shall state the reason(s) in writing to the teacher where requested.

(b) **Voluntary Transfers:**

A Voluntary Transfer is one sought solely by the teacher. Such transfers shall be considered in order of seniority with the most senior person receiving first placement. Should all transfer requests made by a teacher be unavailable, then the teacher

shall remain in their current school.

(c) ***Consideration for Ten-Year Automatic Administrative Transfers (A.A.T.):***

Teachers who have been assigned to the same school for a period of ten consecutive years shall be considered for an Automatic Administrative Transfer (A.A.T.). When determining placement of teachers transferred under this clause, seniority as defined in Article 3.02 shall be considered a priority.

- (i) Consideration for transfer shall be subject to the availability of an alternate placement.
- (ii) The principal in each school shall be provided with a list of teachers assigned to that school who are subject to automatic consideration for transfer for the next school year. The principal shall verify the accuracy of the list and report any changes to the Superintendent of Human Resources by December 15th. Teachers on the verified list shall be notified by the Superintendent of Human Resources in writing by January 10th, whether or not they will be transferred.

(d) ***Conditional Transfers:***

- (i) In the event that two teachers from different schools mutually agree to request an exchange of teaching assignments, then, with the approval of both principals and the Superintendent of Human Resources, such request shall be granted for a one-year period.
- (ii) Upon expiration of a conditional transfer agreement, both teachers shall return to the schools to which they were assigned immediately prior to the conditional transfer.
- (iii) Extensions of conditional transfers may occur with the agreement of all parties for one additional year.
- (iv) Teachers requesting conditional transfers must request transfers in writing before April 30th.

- (v) The number of years in the home school will not be augmented nor diminished (for purposes of the Ten Year Automatic Consideration for Transfer) during the time of the conditional transfer.
- (vi) Where all parties agree to extend the transfers to a third year, such transfers are considered to be permanent and such teachers are deemed to be on year three of their ten year placement in that school.
- (vii) Conditional transfers can occur between teachers in the elementary and secondary panels, subject to the provisions outlined above.
- (viii) A teacher is ineligible for a Conditional Transfer where such teacher is declared surplus to the school.

4.02.6 In effecting transfers, the Superintendent of Human Resources shall give reasonable consideration to a request for a transfer exemption by a teacher, if the teacher has submitted to the Superintendent of Human Resources a letter stating an intent to retire to a pension pursuant to the Teachers' Pension Plan within the next three academic years. Where such an exemption has been granted, there shall be no extensions of this provision in the event that the teacher does not retire upon the date of notification that had been provided to the Board under this clause.

4.02.7 A teacher who provides the Superintendent of Human Resources with a medical form from a qualified medical practitioner stating that a transfer should not occur due to a medical condition of the teacher or the teacher's immediate family shall not be transferred. This form shall be submitted to the Superintendent of Human Resources (see Appendix A - Medical Form). In the event that both spouses are employed by the Board, only one is eligible to be exempted from transfer due to the medical condition of an immediate family member. The Board reserves the right to a second medical opinion to verify the reasons for the exemption from transfer.

4.02.8 Consideration for a one-year exemption from transfer shall be provided in any given year upon review of the teacher's driving status. For such an exemption, the teacher shall submit the request in writing, with appropriate documentation, to the Superintendent of Human Resources by January 15th.

4.02.9 At any time during the process, the teacher may contact the Superintendent of Human Resources or the appropriate school superintendent and schedule a meeting to discuss the teacher's transfer.

4.02.01 Appendix B outlines the Teacher Transfer Flowchart indicating the dates that apply during the transfer process.

4.02.02 Any teacher transferring between elementary and secondary panels shall maintain years of experience and seniority.

4.02.03 ***Board-Initiated Transfers After the Start of the School Year***

(a) The teacher shall be notified in writing five (5) school days before the proposed transfer, except in the case of an emergency.

(b) The teacher shall receive two (2) days leave without loss of pay or sick days for preparation purposes.

4.03 Preparation Time

4.03.1 Teachers in the elementary schools shall be provided with a minimum of one hundred and eighty (180) minutes over a five (5) day cycle for the purpose of teacher directed preparation time, planning, evaluation and consultation.

4.03.2 Preparation time shall be administered during the 300 minutes of daily instructional time on a five day cycle, though not necessarily on a daily basis, exclusive of:

(a) lunch and recess;

(b) travel between schools;

(c) five minutes between French classes.

4.03.3 Teachers eligible for preparation time will include: Junior Kindergarten to Grade Eight teachers, Itinerant teachers, Special Education Resource teachers, French-as-a-Second Language teachers, English as a Second Language teachers, Family Studies teachers, Design and Technology teachers, and teaching Consultants.

4.03.4 Full-time consultants and other similar positions are not eligible for preparation time as provided in this clause.

- 4.03.5 Preparation time for part-time teachers, teaching Consultants, and other similar positions who have teaching responsibilities shall be pro-rated on the basis of teaching assignment.
- 4.03.6 Preparation time shall normally be administered in blocks of not less than thirty (30) continuous minutes. In any event, no teacher shall be assigned preparation time in blocks of less than twenty (20) continuous minutes.
- 4.03.7 When accumulated preparation time for teachers within a school reaches half of the length of the regular daily instructional time for that school, the principal shall arrange that the eligible teachers shall be entitled to be relieved by an occasional teacher and spend the accumulated preparation time in the school preparing and planning. Any unused accumulated preparation time shall be credited to the next accumulated total.
- 4.03.8 (a) Preparation time shall be accumulated under the following conditions:
- (i) Board or school planned class trips/activities;
 - (ii) Absence of teacher delivering preparation time.
- (b) A record of preparation time accumulation for each teacher shall be maintained by the principal/vice-principal of each school. Individual teachers shall be provided with notification of their accumulated preparation time on the first teaching day of each month.

4.04 Health and Safety

- 4.04.1 The Board and the Teachers agree that every employee has the right to a safe and healthy environment and to this end the parties shall jointly develop and implement policy and programs to monitor, inspect, investigate, review and improve health and safety conditions and practices.
- 4.04.2 The Board agrees to abide by the Ontario Health and Safety Act. Any alleged violation of that Act will be dealt with pursuant to the enforcement mechanism outlined in the Act.
- 4.04.3 The Board agrees that a Joint Health and Safety Committee shall be maintained for the duration of the collective agreement.

4.04.4 In the event that a teacher representative who is covered by this collective agreement, is the employee designated by the Joint Health and Safety Committee to conduct inspections of schools, the said teacher shall be released from teaching duties for a minimum of one-third (1/3) of his/her teaching duties.

4.05 Job Security

No teacher employed by the Board as of the date of ratification by the parties shall be declared redundant during the life of this Agreement.

4.06 Pupil Teacher Ratio (P.T.R.)

4.06.1 The P.T.R. in the elementary panel shall not exceed 19.6:1 (system-wide).

4.06.2 (a) P.T.R. calculations shall include only teachers who are members of the Local Bargaining Unit. Teachers on leave from teaching duties shall not be included in P.T.R. calculations. The replacement teacher shall be included for P.T.R. calculations.

(b) The calculation of the P.T.R. shall be based on the following formula:

$$\frac{\text{Full-time equivalent students as of Oct. 31}}{\text{Full-time equivalent teachers as of Oct. 31}} = \text{P.T.R.}$$

(c) For the purposes of calculation of P.T.R., the junior kindergarten and senior kindergarten students attending half-day or full-day alternate day programs shall count as 0.5 full-time equivalent students. All other students shall be calculated as 1.0 full-time equivalent students.

4.07 Class Size

The Board shall ensure that the average size of its elementary classes, in the aggregate, does not exceed twenty-five 24:1 primary grades (JK-3) and 24.5:1 overall in elementary classes. The Board shall determine the average size of classes in aggregate as of October 31st each year.

4.08 Staff Monitoring Committee (S.M.C.)

4.08.1 Effective immediately, the Board and the Association shall establish a Teacher-Board Elementary Staff Monitoring Committee (S.M.C.) which shall review school organization and allocation data as follows:

- (a) School Organization Profiles;
- (b) School Community;
- (c) Preparation Time Schedules;
- (d) Other Relevant Data.

4.08.2 The Staff Monitoring Committee (S.M.C.) shall be comprised of three (3) representatives the Local Bargaining Unit and three (3) representatives of the Board, one of whom shall be a superintendent.

4.08.3 The Staff Monitoring Committee (S.M.C.) shall be co-chaired.

4.08.4 The first committee meeting shall be convened by the Board prior to March 30th each year. Additional meetings shall be established on a monthly basis, as determined by the Staff Monitoring Committee.

4.08.5 The Committee may make recommendations to Administrative Council or Director of Education about teacher workloads or school organization.

4.06.6 Relevant data necessary to effectively monitor staffing will be available to Committee Members at least two (2) working days prior to any meeting of the Staff Monitoring Committee

4.09 Lunch Hour Supervision

Teachers shall have a minimum of forty (40) consecutive minutes free from supervision duties during the lunch break scheduled for students.

4.10 College of Teachers Complaint

If a teacher is the subject of an investigation by the College of Teachers, any action against the teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

4.11 Harassment

The Board and OECTA agree that every teacher has a right to freedom from harassment in the workplace. Any teacher who believes that he/she has been harassed, has the right to seek redress in accordance with the Board's Policy.

4.12 Medical/Physical Procedure

4.12.1 No teacher shall be required to carry out any of the following medical and physical procedures:

- (a) the administration of medication by injection (except for emergency allergic reactions);
- (b) catheterization;
- (c) manual expression of the bladder;
- (d) tube feeding;
- (e) feeding students with impaired swallow reflex;
- (f) postural drainage.

4.12.2 A teacher shall provide help or seek assistance for a student in an emergency. No teacher, however, shall be required to carry out any of the following procedures on an ongoing basis when dealing with students who have identified health conditions:

- (a) lifting and positioning;
- (b) assistance with mobility;
- (c) feeding;
- (d) toileting.

4.13 Occasional Teacher Coverage

The Board shall make every reasonable effort to provide coverage through occasional teachers, where a teacher is absent from regular classroom teaching duties.

4.14 Teacher-Trustee Committee

4.14.1 The Teacher-Trustee Committee shall act as a liaison between the Teachers and the Board. The Committee shall consult about issues related to the workplace which affect the parties or any employee

bound by the collective agreement, including issues related to the collective agreement.

4.14.2 Matters under grievance shall not be discussed by the Committee.

4.14.3 Recommendations of the Committee shall be submitted to the Board for its consideration. The Committee shall meet in October, January, April, and June of each school year.

Article 5: CERTIFICATION AND PLACEMENT

5.01 Q.E.C.O. Placement

5.01.1 As of August 31, 2002, placement on the salary scale shall be according to the Qualifications Evaluation Council of Ontario (QECO) based upon Programme V.

5.01.2 If no Q.E.C.O. rating is received from a teacher new to staff by the Superintendent of Human Resources or designate, by September 1, or the date of commencement of employment, whichever is later, the teacher will be placed in Category "A0" without a degree and placed in Category "A1" with a B.A. or equivalent degree.

5.01.3 A new teacher will have six months from date of hire in which to obtain Q.E.C.O. certification. Subject to the same time lines and the same conditions concerning proof of application for certification outlined in Article 5.04.4, the teacher shall be entitled to receive retroactive pay to the commencement of employment.

5.02 Experience Recognition

5.02.1 On September 1 of each year of a teacher's employment with the Board, the Board shall determine the years of teaching experience of the teacher for salary purposes. For the purpose of this determination, a full teaching year shall constitute ten (10) months of full-time teaching. The Board shall recognize all partial years of experience for salary purposes according to the nearest year as follows;

- (a) more than zero (0) full-time equivalent months to less than five (5) full-time equivalent months (or less than 97 days) - zero (0) year
- (b) five (5) full-time equivalent months (97 days or greater) to ten (10) full-time equivalent months inclusive - one (1) year

5.02.2 Such experience shall be cumulative and shall be awarded on September 1st of each school year.

5.02.3 No teacher to whom the previous application of experience recognition would have applied shall be adversely affected by a loss of salary through the implementation of this clause.

5.02.4 All teaching experience accumulated by a teacher, where the College of Teachers issues a Letter of Standing, shall be recognized in full.

5.02.5 Effective September 1, 1998, all teaching experience in elementary or secondary schools shall be recognized up to the maximum paid by the Board according to the salary schedule.

5.02.6 In order to have any teaching experience recognized, a newly-appointed teacher must present reasonable evidence thereof to the Superintendent of Human Resources no later than sixty (60) days after commencing teaching duties.

5.03 *Related Work Experience Recognition*

5.03.1 Recognition shall be granted for work experience where such work experience is deemed to be directly related to the teaching assignment and to enhance the potential of the teacher in the performance of teaching duties.

5.03.2 Related experience shall be credited on the basis of one year (10 months) teaching experience on the salary grid for three years of full-time employment to a maximum of three increments, no partial increments being allowed, or such greater recognition for experience in technological studies that the Board in its sole discretion chooses to offer.

5.03.3 Requests for recognition will be considered when the teacher begins employment with the Board or when the teacher starts a new assignment. A new assignment is defined as a different grade or a specialized teaching assignment. In each case, an application must be

submitted no later than sixty (60) working days from the start of assignment. A response will be made by the Board within ten (10) working days.

- 5.03.4 Particular work experience may be considered only once in support of application for recognition.
- 5.03.5 Related work related experience shall not entitle the teacher to pierce the maximum of the salary category.
- 5.03.6 Application for recognition with supporting documents shall be submitted in writing to the Superintendent of Human Resources.
- 5.03.7 Related work experience shall be granted based upon criteria jointly established by a committee composed of Board and representatives of the Local Bargaining Units. In the event that the parties are unable to agree upon criteria, the Board shall determine the criteria.

5.04 Application for Grid Placement Change

- 5.04.1 Except as otherwise specifically provided for in the terms of this Agreement, the annual salary of each teacher shall be determined in accordance with the salary schedule.
- 5.04.2 A teacher who has met all the conditions for higher certification shall be entitled to retroactive pay as of September 1st providing the teacher submits the Q.E.C.O. Statement of Evaluation to the Board by 4:30 p.m. on December 31st for courses completed before September 1st of that calendar year.
- 5.04.3 A teacher who has met all the conditions for higher certification shall be entitled to retroactive pay as of January 1st providing the teacher submits the Q.E.C.O. Statement of Evaluation to the Board by 4:30 p.m. on the last Board Office working day in June, for courses completed after Sept. 1st of that school year.
- 5.04.4 In the event that a new Statement of Evaluation has been applied for, but not yet received by the teacher, a copy of the information forwarded to QECO, together with a Priority Post receipt indicating that the information has been forwarded to QECO, shall be accepted by the Board as evidence of application.

5.04.5 It is understood that confirmation of such application must be received by the Board as per the dates in Articles 5.04.2 and 5.04.3. The teacher will, upon its receipt, submit the new Statement of Evaluation to the Board. The teacher shall then be entitled to receive retroactive pay as outlined in Articles 5.04.2 and 5.04.3.

5.05 Board Required Courses

Where a teacher is required by the Board to take a course not defined as mandatory by the Education Act and its regulations or by this collective agreement, the Board shall:

- (a) pay the full costs of tuition for the course; and
- (b) pay for or provide any books required for the course, provided the teacher successfully passes the course, unless there is a reason satisfactory to the Board for not doing so. The requirement of the Board to pay does not apply to courses which the teacher chooses to take to upgrade qualifications for purposes of promotion or otherwise

Article 6: TRAVEL ALLOWANCE

6.01.1 For the purpose of this Article, "home location" shall mean the first school at which a teacher conducts classes at the start of a school day. A teacher shall be paid mileage between the home location and each place to which the teacher must travel to conduct duties, but shall not be paid return mileage, unless return to home location is necessary for completion of the teacher's duties.

6.01.2 Itinerant teachers shall be paid mileage on a monthly basis. The bills are to be submitted by the 15th of each month. Every itinerant teacher shall be entitled to claim a minimum of \$15.00 travel allowance per month on a ten month basis

6.01.3 A teacher may claim mileage to and from the Board Office if said attendance is requested the Board.

6.01.4 Travel allowance shall be paid at the rate of \$0.34 per kilometre.

Article 7: BENEFITS

Preamble: Upon request of O.E.C.T.A., the Board shall arrange for an

information/in-service meeting for teachers regarding benefit coverage. This session shall be held after school hours by October 31st of each school year. Teachers should read the Benefits Handbook to check out restrictions on some benefits. It is the responsibility of each teacher to make themselves familiar with the provisions included in the Benefits Handbook, which are summarized on pages 56 - 59 of this agreement.

7.01 Extended Health Care Plan

7.01.1 The Board will provide an extended health care plan that includes, but is not limited to:

- (a) the provision of semi-private hospital coverage;
- (b) eyeglass coverage up to three hundred dollars (\$300.00) every two (2) years per family member over age sixteen (16), and up to one hundred and fifty dollars (\$150) per year for children to age sixteen (16);
- (c) group life insurance at three (3) times salary;
- (d) voluntary use of mail order pharmacy for maintenance medications;
- (e) the utilization of generic drugs, unless a physician indicates that there is to be no substitution;
- (f) co-ordination of benefits;
- (g) positive enrolment.

7.01.2 Upon the death of a teacher, such teacher's dependants' health insurance is extended without premium payment under the terms of the insurance policy, for a maximum of two (2) years.

7.02 Dental Plan

7.02.1 The Board shall provide a dental plan, which shall include, but which is not limited to, the following:

- (a) a dental recall examination period for adults only, of nine (9) months;
- (b) a dental plan (preventative, denture) with orthodontal coverage

paying fifty percent (50%) of fees up to a maximum of two thousand five hundred dollars (\$2,500.00).

7.02.2 Upon the death of a teacher, such teacher's dependants' dental insurance is extended without premium payment under the terms of the insurance policy, for a maximum of two (2) years.

7.02.3 The Board may at any time change the carrier of the Extended Health Care and Dental Plans outlined above, upon prior notice to the Local Bargaining Units and provided that the benefits therein are at least equivalent to those provided by the previous carrier.

7.03 LTD Plan

7.03.1 The Board shall maintain and make available to teachers, a Long Term Disability Plan of insurance (the LTD Plan). The LTD Plan will pay qualifying teachers a maximum amount equivalent to sixty percent (60%) of their salary plus their Teachers' Pension Plan Contribution.

7.03.2 Teachers will pay one hundred percent (100%) of the premiums for the LTD Plan. The Teachers reserve the right to change the LTD benefit carrier with sixty (60) days notice to the Board and to alter the terms of the plan where deemed necessary by the Teachers.

7.03.3 The Plan shall be compulsory for all new teachers employed by the Board effective September 1, 1998, and for all teachers who are currently enrolled in the LTD plan.

7.03.4 Teachers on long term disability will continue to receive their benefits as long as they remain on the Long Term Disability.

7.04 Payment of Benefit Premiums

The Board shall contribute one hundred percent (100%) of the premiums for the Extended Health Care and Dental benefits for all full time teachers and pro-rated for all part-time teachers.

7.05 Employment Insurance Rebate

The Employment Insurance rebate of each individual teacher shall be retained by the Board to offset benefit costs.

7.06 Benefits for Teachers on Pregnancy/Parental Leave

The Board shall continue to contribute the current premiums for the employee benefits as per Article 7.01 and Article 7.02 while an employee is absent on a Pregnancy and/or Parental Leave under the terms of the *Employment Standards Act*.

7.07 Benefits for Retired Teachers

7.07.1 Subject to continuing eligibility requirements, a teacher retiring pursuant to the Teachers' Pension Plan (with payments commencing within two (2) months of retirement), or a teacher retiring from teaching with at least a seventy-five (75) factor (age plus years of teaching) may continue to participate in the Health Care Plan and the Dental Plan both of which may be amended by the Board and the Association, from time to time, until the teacher reaches age sixty-five (65).

7.07.2 The benefit premium costs for such retired teachers shall be fully paid by the retiree. The Board may establish a separate plan for retirees.

7.08 Workplace Safety and Insurance Benefits

7.08.1 The Board agrees that there will be no reduction in any employment benefit including, but not limited to, seniority, and/or sick leave credits and health benefits, due to absence because of workplace sickness or injury for which the teacher is in receipt of workplace compensation benefits.

7.08.2 The Board shall provide the Local Bargaining Unit with notice that the teacher has applied to the Workplace Safety and Insurance Board (W.S.I.B.).

7.08.3 The Board agrees that a teacher who is eligible and in receipt of workplace compensation benefits may elect to utilize any cumulative sick leave credit in order to maintain one hundred percent (100%) of their usual wages from the day the accident occurred, for the duration of the teacher's absence from work, or until the expiration of the accumulative sick leave.

7.08.4 Where a teacher elects to utilize accumulative sick leave and such teacher is in receipt of worker compensation benefits as determined by the Workplace Safety and Insurance Board, such payments shall be directed to the Board.

7.08.5 Notwithstanding the teacher's eligibility to worker compensation benefits, the teacher may elect to forgo any claim to worker

compensation and shall have full access to sick leave as determined by the collective agreement.

7.09 Supplemental Employment Benefit Plan

7.09.1 Pregnancy/Parental Leave shall be without pay except that the Board shall compensate the teacher through a Supplemental Employment Benefit (SEB) Plan for the two-week waiting period.

7.09.2 Such benefit shall be equal to the Employment Insurance (EI) that would be payable to the teacher during each week of the seventeen week benefit period.

7.09.3 The teacher must apply for the EI benefit and provide proof that the waiting period was served before the SEB payment becomes payable.

7.09.4 A teacher who is disqualified or disentitled from receiving Employment Insurance Benefits is ineligible for Supplemental Employment Benefits.

7.09.5 A teacher has no vested right to payments under the plan except during a period of unemployment as specified in this Article.

Article 8: LEAVE PLANS

8.01 Replacement of Teachers on Leave

The Board shall hire a teacher to the bargaining unit in the following circumstances:

- (a) a leave of absence is granted by the Board in accordance with the Collective Agreement, and
- (b) such leave is for one or more complete school years, and
- (c) a replacement teacher is required for the teacher on the approved leave of absence.

8.02 Cumulative Sick Leave Plan

8.02.1 The Board shall, on September 1st of each year, credit each teacher with twenty days sick-leave. Part-time teachers shall be credited with a pro-rated number of days.

8.02.2 In calculating the number of sick-leave credits for a teacher in any

year, the Board shall first deduct credits from the twenty days referred to in Article 8.02.1, and then from any sick leave accumulated from previous years.

8.02.3(a) On June 30 of each year, the number of unused sick leave credits referred to in Article 8.02.1 shall be added to the accumulated sick-leave credits for such teacher, provided that such accumulation shall not exceed 225 days.

(b) A teacher who was employed by the predecessor board of Haldimand-Norfolk shall be credited with the number of days in effect as of August 31, 1998. Such accumulated leave, once used, shall accrue in accordance with Article 8.02.3 (a).

8.02.4 A statement indicating the number of unused sick leave credits shall be sent to each teacher by September 15th of each year.

8.02.5 A teacher newly hired by the Board, who was previously employed by another board which had a cumulative sick leave plan, shall be entitled to transfer sick leave credits to a maximum of 225 days, provided that there has been no intervening employment.

8.03 Bereavement Leave

8.03.1 A teacher shall be granted up to five (5) days leave of absence from duty, with no loss of pay or deduction from sick leave, for the death of an immediate member of the family. Family shall be defined as spouse, father, mother, child(ren), sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, spouses of children, grandparents and grandchildren.

8.03.2 A teacher shall be granted up to two (2) days for bereavements involving relatives or close friends not included in Article 8.03.1 above. Such leave shall be without loss of pay and with deduction from sick leave credits.

8.03.3 The Superintendent of Human Resources may grant an extension of such bereavement leaves without loss of pay or sick leave credits, upon request by a teacher.

8.04 Jury Duty, Subpoena, Court Appearances, Quarantine

8.04.1 A teacher shall be granted a leave of absence without loss of pay or deduction from sick leave credits where the teacher is required to serve on a jury or where the teacher is subpoenaed to appear as a

witness in court, in a case where the teacher is not the defendant.

8.04.2 A teacher shall be granted a leave of absence without loss of pay or deduction from sick leave credits when required to attend court in a matter arising out of an incident which occurred during the course and within the scope of the teacher's employment, either as an accused person or as a party to a civil action.

8.04.3 A teacher shall be granted leave of absence without loss of pay or deduction from sick leave credits where the absence is due to quarantine by order of the medical officer of health or similar authority.

8.05 Professional Development, Conferences and Examinations

8.05.1 A teacher shall be granted a one day leave of absence without loss of pay, but with deduction from sick leave credits to write an examination if such examination occurs during the school day.

8.05.2 A teacher shall be granted a one day leave of absence without loss of pay, but with deduction from sick leave credit, for attendance at the graduation ceremonies of oneself, one's children or one's spouse.

8.05.3 A teacher shall be granted a leave of absence without loss of pay or deduction of sick leave credits to attend conferences or professional development activities approved by the Board or the principal.

8.06 Compassionate Leave

8.06.1 A teacher shall be granted a leave of absence without loss of pay, but with deduction from sick leave credit, in crisis situations, which include, but are not limited to, the hospitalization of family members, fire, or violence within the home.

8.06.2 Crisis shall be interpreted to mean a time of grave danger.

8.07 Personal Leave Days

8.07.1 A teacher shall be entitled to a maximum of up to ten (10) half-days leave of absence for personal reasons. Such days may be taken in whole or in part.

8.07.2 Such days shall be subject to the approval of the Superintendent of Human Resources. Notice shall be provided to the principal, where appropriate.

8.07.3 Such days shall be without loss of pay but with deduction from sick leave credits.

8.08 Pregnancy/Parental Leave

8.08.1 Pregnancy/Parental leaves shall mean pregnancy leaves and parental leaves (including adoption) as defined by the *Employment Standards Act*. A teacher on statutory Pregnancy/Parental leave as provided in the *Employment Standards Act* will not lose any service on the salary grid during that period. This provision does not apply to an extended leave pursuant to Article 8.08.3 of this agreement.

8.08.2(a) A teacher must provide the Board with a minimum of two weeks written notice of the date that the leave is to begin.

(b) In order to provide for a timely replacement, it would be appreciated by the Board if notification of the intention to request a leave of absence was provided to the Board at least two months before the commencement of the intended leave.

8.08.3 The leave shall be extended beyond that provided in the *Employment Standards Act* until either:

(a) the end of the school year in which the Pregnancy/Parental leave ends; or

(b) the end of the school year which follows the school year in which the Pregnancy/Parental leave ends; or

(c) the end of the second school year which follows the school year in which the Pregnancy/Parental leave ends, as requested by the affected teacher;

where such leave is requested by the affected teacher in writing and submitted to the Board not later than two (2) months before the commencement of the extended leave pursuant to this clause.

8.08.4 Such extensions of parental leaves shall be on a full or part-time basis, at the request of the teacher.

8.08.5 A teacher on extended Pregnancy/Parental leave as outlined in Article 8.08.3 shall be entitled to purchase benefits through the Board.

8.08.6 A teacher may request that a Pregnancy/Parental leave be extended for a period of time which would conclude at a date other than

that specified in Article 8.08.3. Such a request may be granted at the discretion of the Superintendent of Human Resources.

8.08.7 All teachers are entitled to the minimum of seventeen weeks of pregnancy leave in accordance with Article 8.08, regardless of the teacher's length of employment with the Board.

8.08.8 The Board shall continue to pay its share of benefits up to the maximum of the statutory leave(s) plus any time period which carries the leave to the end of a term or semester.

8.09 Parental Leave

A father's leave of absence shall be granted without loss of pay or reduction of sick leave credits occasioned by and around the time of the arrival of the child. Such leave shall not total more than two (2) days.

8.10 Leaves of Absence Without Pay

8.10.1 A teacher may apply for a full or part-time leave of absence for a maximum of two school years, subject to the approval of the Board.

8.10.2 Such leaves may be renewable.

8.10.3 Seniority shall continue to accrue during such leaves of absence. Such leaves shall not be considered experience on the salary grid unless a teacher has experience recognized in accordance with Article 5.02 or Article 5.03.

8.10.4 A teacher may participate in the Benefit Plan, in accordance with Article 7, provided that the teacher pays the pro-rated share of the premium costs.

8.10.5 In the event of unforeseen circumstances, a teacher may, upon request to the Superintendent of Human Resources, return to active duty upon two weeks notice to the Board.

8.10.6 For the purposes of Article 8.10, a secondment shall be defined as a leave of absence from the Board to a loan of employment with the Department of National Defence.

8.10.7 Notwithstanding the above, a teacher may be granted a leave of absence with loss of pay and with no deduction from sick leave credits for a shorter duration of time.

8.10.8 Such leave shall be at the discretion of the Superintendent of Human Resources.

8.10.9 Requests for such leave shall be accompanied by reasons which shall be stated at the time of the request.

8.11 Teacher-Funded Leave

Purpose: The Teacher Funded Leave Plan has been developed to offer teachers the opportunity to take a one year leave of absence and to finance such a leave through the deferral of salary.

8.11.1 Eligibility

All teachers who have at least three (3) years seniority with the Board are eligible to apply to participate in the Plan.

8.11.2 Application

A teacher must make a written request to the Superintendent of Human Resources, prior to January 31st, in order to participate in the Plan, commencing in September of that year. Such leave shall be granted to the teacher.

8.11.3 Plan and Payment Formula

- (a) During each of the first three (3) years of a four year Plan, the teacher shall receive seventy-five percent (75%) of the teacher's annual salary. The remaining twenty-five percent (25%) of salary shall be held in trust, by the Board, for the teacher in a mutually agreed upon type of account. The twenty-five percent (25%) of salary for each of the three (3) years, plus all accrued interest, shall be paid to the teacher during the leave year of the Plan;

OR

- (b) During each of the first four (4) years of a five year Plan, the teacher shall receive eighty percent (80%) of his or her annual salary. The remaining twenty percent (20%) of salary shall be held in trust, by the Board, for the teacher in a mutually agreed upon type of account. The twenty percent (20%) of salary for each of the four (4) years, plus all accrued interest, shall be paid to the teacher during the leave year of the Plan;

OR

(c) any other mutually agreeable arrangement.

8.11.4 Payments shall be made on the regular schedule of twenty-six (26) pays annually or in two lump sum payments of forty (40) percent in September and sixty (60) percent in January. The method of payment (regular or lump sum payments) shall be by teacher choice for Article 8.11.3 (a) and (b) and by mutual agreement for Article 8.11.3 (c).

8.11.5 A teacher on leave shall, subject to continuing eligibility, be responsible for benefit plans in Article 7 (Benefits), unless the teacher elects in writing not to continue to participate in the said plan or plans while on leave, and the said plan or plans permit such withdrawal.

8.11.6 Upon return from the leave, the teacher shall be reinstated in the position which the teacher held immediately prior to the leave. If the said position no longer exists, the teacher placement shall be governed by the appropriate terms of the collective agreement.

8.11.7 Sick leave credits shall not accumulate during the time spent on leave.

8.11.8 Superannuation deductions are to be continued at a rate provided by the *Teachers' Pension Act*.

8.11.9 A teacher may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave of absence is to begin. Upon withdrawal, any monies accumulated, plus accrued interest, shall be repaid to the teacher within sixty (60) days of notification of the teacher's desire to leave the plan.

8.11.01 ***Year of Deferral***

(a) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the leave by one (1) year. If such a deferral is necessary, the teacher shall be notified prior to December 31st preceding the calendar year in which the leave was to take place. In this instance, the teacher may choose to remain in the Plan and any monies accumulated by the teacher shall be retained until the leave of absence. No deduction shall be made during the year of deferral.

- (b) In the event that the teacher is, for personal reasons, unable to take the leave, the teacher may defer such leave for one (1) year. During the year of deferral, no salary deductions will be made.

8.11.02 Should a teacher die while participating in the Plan, any monies accumulated, plus the accrued interest, shall be paid to the teacher's Estate.

8.11.03 The Board and the Local Elementary Bargaining Unit of O.E.C.T.A., assume no responsibility for any consequences arising out of this Plan relative to effects on Teachers' superannuation provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan, or any other liabilities incurred by a teacher as a result of participation in this Plan. The participating teacher will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may arise out of, or by reason of, deductions made or payments made in accordance with this Teacher Funded Leave provision.

8.12 Association Leaves

8.12.1 Upon written request prior to June 1st, the Board shall grant a maximum of two (2) full-time leaves of absence from educational duties for the elected Union Representatives of the Brant Haldimand-Norfolk OECTA Unit.

8.12.2 Such leaves shall be granted without loss of experience, seniority or sick leave credits.

8.12.3 All salary and benefits shall be paid by the Board during the leave in a manner consistent with the Collective Agreement and the constitutions, by-laws, policies, and procedures of the Local Unit(s).

8.12.4 The Association shall reimburse the Board for one hundred per cent (100%) of these costs.

8.12.5 In the event that the leave is less than full-time, the elected Union Representatives shall be granted leave on an alternate plan, mutually agreed on by the Superintendent of Human Resources and the Association.

8.12.6 The teacher(s) shall return to the position previously held within the school system, or to a similar position if mutually agreed between

the teacher(s) and the Board, subject to the provisions of the collective agreement, upon the completion of the Association Leave.

8.12.7(a) In the event that the Union Representative is unable to perform the required duties for a period of more than twenty (20) consecutive school days due to injury or illness, and makes application and qualifies for LTD benefits, the Association may appoint another teacher as Interim Union Representative until the former Union Representative is fit to return to his or her duties as Union Representative or until the end of the school year, whichever first occurs.

(b) Upon the request of the Association, the Board shall grant a leave to the teacher named by the Association as the official Union Representative during the period of the appointment in Article 8.12.7(a).

8.12.8 The Association agrees to indemnify the Board from any Workplace Compensation liability which may accrue to it resulting from an injury to the Union Representative while on the leave.

8.12.9 The elected Union Representative or designate as per 8.12.1 shall be permitted to transact business of the Association with members on Board property provided such business does not interrupt normal operations.

8.13 Other Association Leaves

8.13.1 Upon written request of the Association to the Superintendent of Human Resources or designate, the Board shall release teachers to attend to the business of the Association, to a maximum of twenty (20) days, excluding negotiations, in any school year.

8.13.2 The Association shall provide the Board with a minimum of three (3) days notice of the required release date.

8.13.3 Such leaves shall not exceed two (2) consecutive school days unless mutually agreed upon between the Association and the Superintendent of Human Resources.

8.13.4 The Association shall reimburse the Board at the occasional teacher daily rate, where applicable, when such teachers are released.

8.13.5 Such leaves shall be granted without loss of experience, seniority or sick leave credits.

8.13.6 Upon request of the Association to the Superintendent of Human Resources or designate, the Board shall release members of the Local Teacher Bargaining Unit's Negotiation Committee for a maximum of three (3) days per school year. Such release time shall be taken only during the negotiating period prior to the execution of the Collective Agreement between the Teachers and the Board. There shall be no loss of pay or sick leave credits by the person or persons using such release time.

8.14 School Association Representatives

8.14.1 The Board recognizes the appointment or the election by the teachers of one or more Association representative(s) at each school or work site.

8.14.2 The Association shall forward such a list of Association representatives to the Board by September 15 of each year.

8.14.3 The Board agrees to provide bulletin board space at each school or work site for the exclusive use of the Association to post notices and other relevant information.

8.14.4 The Board shall maintain the current practices with respect to meeting rooms and internal communication services.

8.14.5 If the Board or school administration intends to hold a meeting with a teacher which may result in discipline, the Board or school administration shall advise the teacher as to the nature of the meeting. At any such meeting the teacher shall be entitled to Association representation.

8.14.6 In the event that the meeting is scheduled during the instructional day, neither the Association representative nor the teacher shall suffer a loss of pay as a result of the meeting.

8.14.7 The Board or school administration shall advise the parties as early as possible regarding such meeting.

8.15 Association Representatives

8.15.1 The Association shall forward a list of the unit officers to the Board by September 1 of each year.

8.15.2 The Board shall provide the Association with a list of the appropriate personnel with whom the Association may be required to transact business.

Article 9 FEES

9.01 O.E.C.T.A. Fees

9.01.1 O.E.C.T.A. fees shall be deducted in the following manner: 1/20th of the annual fees from each of the first twenty (20) pays beginning with the first full pay period for each school year.

9.01.2 The Board shall forward the membership fees on a monthly basis to the Provincial Office of the Ontario English Catholic Teachers' Association or to another organization if so requested by the Association.

9.01.3(a) The Board shall deduct from each teacher, a levy from each of the twenty-six (26) pays as requested in a letter from the Association. The funds shall be remitted to the appropriate local O.E.C.T.A. Unit.

(b) The Association shall submit the list of all teachers who shall be included in this deduction prior to September 1 of each year. Any additional names shall be forwarded to the Board at the earliest possible time.

9.01.4 The Association shall notify the Board of the amount of the annual fees and the amount of the levy that are to be deducted from each teacher's pay, by August 1, for the following school year.

9.01.5 The Association and the Local Unit agree to indemnify and save the Board harmless against any claim or demand that may arise from the deduction of the O.E.C.T.A. fees or the Unit levy.

9.02 College of Teachers Fee

9.02.1 The Board shall deduct from the pay of each teacher in its employ the annual membership fee for the College of Teachers, and remit such fee to the College.

9.02.2 The College of Teachers fee shall be deducted in two (2) equal installments in the month of January.

9.02.3 In the event that the College of Teachers fee increases substantively, the Board and the Association agree to increase the

number of equal deductions.

Article 10: COMPENSATION

10.01 Salary Schedule and Reporting

- 10.01.1 Each teacher shall be paid on a Direct Deposit System. Payments will be deposited directly into each teacher's personal account in the financial institution of each teacher's choice.
- 10.01.2 Payment shall be made in twenty-six (26) equal installments commencing on the second Thursday of September and each second Thursday thereafter. Should a pay day fall on a holiday, payment shall be made on the regular business day preceding the holiday.
- 10.01.3 The first pay for a teacher during a pay period, when salary grids change for that teacher, will be a blended payment based upon the actual number of days worked under the old salary grid and the actual number of days worked under the new salary grid.
- 10.01.4 When a teacher works less than a school year, such teacher shall be paid salary in the proportion that the total number of school days on which the teacher performs his or her duties bears to the total number of school days in the school year.
- 10.01.5 Teachers shall be issued an itemized account for all retroactive payments, level and category changes, and any non-statutory changes which are made to the salary payments.
- 10.01.6 Teachers shall be issued a statement confirming annual salary and years of experience no later than September 30th of each year.
- 10.01.7 No teacher appointed to a position of responsibility shall receive less than the salary (basic salary plus allowance) the teacher was receiving upon appointment. Such teacher shall receive the greater salary until the salary of the new position surpasses that which was previously received.

10.02 Teachers' Salary Grid

As of September 1, 2001, the Teachers' Salary Grid shall be increased 1.5% over the previous grid as follows:

Years of Experience	A0	A1	A2	A3	A4
0	\$29,537	\$32,106	\$33,614	\$36,081	\$38,658
1	\$31,558	\$34,303	\$35,989	\$38,893	\$41,685
2	\$33,580	\$36,499	\$38,365	\$41,705	\$44,712
3	\$35,600	\$38,696	\$40,740	\$44,517	\$47,739
4	\$37,622	\$40,894	\$43,117	\$47,329	\$50,765
5	\$39,644	\$43,090	\$45,492	\$50,141	\$53,794
6	\$41,664	\$45,287	\$47,868	\$52,954	\$56,820
7	\$43,686	\$47,484	\$50,244	\$55,765	\$59,847
8	\$45,707	\$49,682	\$52,619	\$58,577	\$62,873
9	\$47,729	\$51,879	\$54,995	\$61,389	\$65,902
10	\$49,749	\$54,075	\$57,371	\$64,201	\$68,928

As of February 1, 2002, the Teachers' Salary Grid shall be increased 1% over the previous grid as follows:

Years of Experience	A0	A1	A2	A3	A4
0	\$29,832	\$32,427	\$33,950	\$36,442	\$39,045
1	\$31,874	\$34,646	\$36,349	\$39,282	\$42,101
2	\$33,916	\$36,864	\$38,749	\$42,122	\$45,159
3	\$35,956	\$39,083	\$41,148	\$44,962	\$48,217
4	\$37,998	\$41,303	\$43,548	\$47,802	\$51,273
5	\$40,040	\$43,521	\$45,947	\$50,642	\$54,332
6	\$42,081	\$45,740	\$48,347	\$53,483	\$57,388
7	\$44,123	\$47,959	\$50,746	\$56,323	\$60,446
8	\$46,164	\$50,179	\$53,145	\$59,163	\$63,502
9	\$48,206	\$52,398	\$55,545	\$62,003	\$66,561
10	\$50,247	\$54,616	\$57,945	\$64,843	\$69,617

As of August 31, 2002, the Teachers' Salary Grid shall be the same as it appears in Article 10.02.4 of the Secondary Teachers' collective agreement in effect from September 1, 2000 - August 31, 2002 as follows:

Years of Experience	A0	A1	A2	A3	A4
0	\$30,056	\$32,670	\$34,205	\$36,716	\$39,338
1	\$32,113	\$34,906	\$36,622	\$39,577	\$42,418
2	\$34,170	\$37,141	\$39,040	\$42,439	\$45,498
3	\$36,227	\$39,377	\$41,457	\$45,300	\$48,579
4	\$38,284	\$41,613	\$43,875	\$48,162	\$51,658
5	\$40,341	\$43,848	\$46,292	\$51,023	\$54,740
6	\$42,397	\$46,084	\$48,710	\$53,884	\$57,819
7	\$44,454	\$48,319	\$51,127	\$56,746	\$60,900
8	\$46,511	\$50,556	\$53,544	\$59,607	\$63,979
9	\$48,568	\$52,791	\$55,962	\$62,469	\$67,061
10	\$50,624	\$55,027	\$58,379	\$65,330	\$70,140

As of September 1, 2002, the Teachers' Salary Grid shall be increased 1% over the previous grid as follows:

Years of Experience	A0	A1	A2	A3	A4
0	\$30,357	\$32,997	\$34,547	\$37,083	\$39,732
1	\$32,434	\$35,255	\$36,988	\$39,973	\$42,842
2	\$34,512	\$37,512	\$39,430	\$42,863	\$45,953
3	\$36,589	\$39,771	\$41,871	\$45,753	\$49,064
4	\$38,666	\$42,030	\$44,314	\$48,644	\$52,175
5	\$40,744	\$44,286	\$46,755	\$51,533	\$55,287
6	\$42,821	\$46,545	\$49,197	\$54,423	\$58,397
7	\$44,898	\$48,802	\$51,638	\$57,313	\$61,509
8	\$46,976	\$51,061	\$54,080	\$60,203	\$64,619
9	\$49,054	\$53,319	\$56,522	\$63,093	\$67,731
10	\$51,130	\$55,577	\$58,963	\$65,983	\$70,842

As of February 1, 2003, the Teachers' Salary Grid shall be increased 1% over the previous grid as follows:

Years of Experience	A0	A1	A2	A3	A4
0	\$30,660	\$33,327	\$34,892	\$37,454	\$40,129
1	\$32,759	\$35,607	\$37,358	\$40,373	\$43,270
2	\$34,857	\$37,888	\$39,825	\$43,292	\$46,413
3	\$36,955	\$40,168	\$42,290	\$46,211	\$49,555
4	\$39,053	\$42,450	\$44,757	\$49,130	\$52,696
5	\$41,152	\$44,729	\$47,223	\$52,048	\$55,840
6	\$43,249	\$47,010	\$49,689	\$54,967	\$58,981
7	\$45,347	\$49,290	\$52,155	\$57,886	\$62,124

8	\$47,446	\$51,572	\$54,620	\$60,805	\$65,265
9	\$49,544	\$53,852	\$57,087	\$63,724	\$68,409
10	\$51,642	\$56,133	\$59,553	\$66,643	\$71,550

10.03 Consultant Allowance

10.03.1 Consultants will be defined as: fully qualified teachers holding designated positions as Consultants. Such teachers will have had special training in the field in which they are working and shall be relieved of regular classroom teaching duties for program development, for consultation with principals, and for providing classroom assistance in programs and techniques.

10.03.2 Consultants will receive a basic salary at the appropriate category and years of experience, plus an allowance of 7.75% of the A4 maximum grid salary.

10.04 Athletic Director Allowance

10.04.1 The Board shall appoint a minimum of four teachers to co-ordinate and organize the inter-mural athletic programme of the elementary system.

10.04.2 Each Athletic Director shall receive an allowance of one percent (1.0%) per annum of A4 maximum grid salary.

10.04.3 Each Athletic Director shall be released from teaching duties for a maximum of ten (10) days per annum for system co-ordination and organization, upon request to the Superintendent of Human Resources.

10.05 Graduate Degree Allowance

10.05.1 Any teacher on staff with the former Brant County R.C.S.S. Board as of September 1, 1985 who, on that date, held one or more graduate degrees not used for definition of level, will receive payment for each such degree.

10.05.2 The allowance for a graduate degree will be \$ 830.00.

10.05.3 Teachers on staff on January 1, 1986, who were not enrolled in a graduate degree programme will not be eligible to receive an allowance for more than one degree.

10.05.4 Where a graduate degree has been conferred prior to June 30th of any school year for courses completed prior to September 1st of that school year, and evidence of the conferral is presented to the Board by the same June 30th, the allowance will be recognized retroactive to the same September 1st.

10.05.5 Where a graduate degree has been conferred prior to June 30th of any school year for courses completed after September 1st and prior to December 31st of that school year, and evidence of that conferral is presented to the Board by the same June 30th, the allowance will be recognized retroactive to the prior January 1st.

10.06 Special Education Teachers (System) Allowance

- 10.06.1 Special Resource Teachers - System will be defined as: qualified teachers holding designated positions as Special Resource teachers - System. Such teachers will hold a Specialist Certificate in Special Education and have a minimum of five years experience as a Special Education Resource teacher.
- 10.06.2 Such teachers will be relieved of regular teaching duties to assist with the assessment of students, assist with student programming through conferencing with Special Education Resource teachers, classroom teachers, principals, parents, and outside agencies, and will serve as a system representative on the I.P.R.C. of the Board.
- 10.06.3 Special Resource Teachers - System will receive a basic salary for the appropriate category and years of experience, plus an allowance of 1.25% of the A4 maximum grid salary.

ARTICLE 11: JUST CAUSE

- 11.01.1 No teacher shall be disciplined, suspended, demoted, or dismissed without just cause.
- 11.01.2 Disciplinary procedures for all teachers, either written or verbal, will be conducted in a professional manner.
- 11.01.3 The Board shall provide a teacher with ten (10) working days written notice of termination of employment.
- 11.01.4 Such notice shall state the reason(s) for termination.
- 11.01.5 Such notice shall be sent to the teacher's last known address or via hand delivery by the supervisory officer to the teacher.

Article 12: GRIEVANCE PROCEDURE

12.01 Preamble

- 12.01.1 It is the mutual desire of the Board and the Local Bargaining Unit that all grievances be settled as fairly and as promptly as possible.
- 12.01.2 The time limits in this Article are mandatory except as noted in Article 12.04.9.
- 12.01.3 A grievance shall be defined as a difference between the parties relating to the interpretation, application, administration, or alleged contravention of the collective agreement, including a question as to whether the matter is arbitrable.
- 12.01.4 A grievance may be brought by a teacher, a group of teachers, the Local Bargaining Unit or the Board.
- 12.01.5 The grievor shall be accompanied at all steps of the grievance by a representative appointed by the Local Bargaining Unit executive(s).
- 12.01.6 Any teachers who feel they may have a grievance according to Article 12.01.3 shall, where it is appropriate with respect to the matter which is the subject of the grievance, first discuss this complaint with their principal. Failing resolution, the complaint may then proceed to Step One. Teachers not immediately responsible to a principal will proceed directly to Step One.

12.02 Step One

- 12.02.1 A grievance shall be submitted in concise written form to the Superintendent of Human Resources or designate, or in the event of a grievance by the Board, to the Local Bargaining Unit representative within twelve (12) working days of the grievor becoming aware of the circumstances giving rise to the grievance. The written submission shall include the circumstances giving rise to the grievance, the clause or clauses of the Collective Agreement, which are alleged to have been breached, and the remedy sought.
- 12.02.2 A meeting shall be held between the grievor and the Superintendent of Human Resources or designate within five (5) working days from the receipt of the grievance.
- 12.02.3 The Superintendent of Human Resources shall have five (5) working days from the meeting in which to make a written reply.
- 12.02.4 If the parties fail to meet in the time permitted for the meeting or failing settlement following the meeting and the time permitted for a reply, the matter may be processed to Step Two.

12.03 Step Two

- 12.03.1 A meeting shall be held within five (5) days to attempt to settle the grievance. The grievor may attend the meeting between a representative or representatives appointed by the Local Bargaining Unit executive and a Board representative or representatives.
- 12.03.2 The Board shall have five (5) working days in which to make a written reply.

12.03.3 If the parties fail to meet in the time permitted for the meeting or failing settlement following the meeting and the time permitted for a reply, the matter may be processed to Step Three.

12.04 Step Three

12.04.1 The grievance may be submitted to arbitration within ten (10) working days of the failure to settle at Step Two.

12.04.2 Any grievance not processed within the time limits specified in this Grievance Procedure or in accordance with the arbitration provisions specified below shall be deemed to have been settled and ineligible for such arbitration.

12.04.3 The grievance may be referred to arbitration by the Association or the Board.

12.04.4 If the Board or the Association request(s) that a grievance be submitted for arbitration, such party shall make the request in writing addressed to the other party to this Agreement, and at the same time shall nominate an arbitrator.

12.04.5 Within five (5) working days thereafter, the other party shall nominate an arbitrator and notify the first party.

12.04.6 The two arbitrators so nominated shall, within five (5) working days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and chairperson of the Arbitration Board. If they are unable to agree on such a chairperson, they may request that the Ministry of Labour appoint a chairperson. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Ministry of Labour which shall have the power to effect such appointment.

12.04.7 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

12.04.8 The Arbitration Board shall not have jurisdiction to amend, modify, ignore or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

12.04.9 No matter may be submitted to arbitration which has not been properly carried through the Grievance Procedure. Both parties may agree in writing to extend the time limits fixed in both the Grievance and Arbitration Procedures.

12.04.01 The decision of the majority of the Arbitration Board shall be final and binding upon the parties hereto and if there is no majority decision, the decision of the chair shall be final and binding upon the parties thereto.

12.04.02 Each of the parties shall bear the expense of the Arbitrator appointed by it, and the parties shall jointly bear the fees and expenses of the chairperson of the Arbitration Board.

12.04.03 The parties may agree in writing, to the appointment of a sole arbitrator for any grievance. Notwithstanding the process above for selecting the members of a board of

arbitration, in the event that the parties agree to a sole arbitrator, the parties shall, within (5) working days of the agreement to proceed with a sole arbitrator, attempt to select by agreement, the arbitrator. If they are unable to agree on such an arbitrator, they may request that the Ministry of Labour appoint the arbitrator.

12.05 Grievance Mediation/Arbitration (O.L.R.A.)

As outlined in Section 50 and Section 52 of the *Ontario Labour Relations Act, 1995*, either party, at any time, may agree to refer one or more grievances to a grievance mediation or mediation arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

12.06 Expedited Arbitration

12.06.1 Notwithstanding the procedure above, either party may request access to Expedited Arbitration under Section 49 of the *Ontario Labour Relations Act, 1995*.

12.06.2 A written request may be made after the grievance procedure 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.

12.06.3 Despite Article 12.06.2 above, where the grievance is respecting discharge or other termination of employment, a request may be made in writing after the grievance procedure has been exhausted, or after fourteen (14) days have elapsed from the time which the grievance was first brought to the attention of the other party, whichever occurs first.

12.06.4 No such request in Article 12.06.2 or Article 12.06.3 above shall be made beyond the time stipulated for referring the grievance for Arbitration.

12.07 Local Bargaining Unit Grievances

A grievance brought forward by the Local Bargaining Unit shall be initiated at Step One and processed in the usual manner.

Article 13 CONTINUING EDUCATION

13.01 Definitions

- (c) For the purposes of this Agreement, a Continuing Education Teacher shall be defined as any elementary teacher employed by the Board to teach courses which are funded by Continuing Education grants.
- (d) Continuing Education course or class shall mean a continuing education course or class as defined in the regulations and for which continuing education grants are applied.

13.02 Management Rights

Notwithstanding any other provision of this Collective Agreement, including without limiting the generality thereof the recognition clause, the only other provision of this agreement applicable to Continuing Education Teachers is the Grievance Procedure as it pertains to the alleged violation, misinterpretation or misapplication of Article 13.03.

13.03 Rates of Pay

13.03.1

- (a) As of September 1, 2001, continuing education teachers shall be paid at the rate of thirty dollars and seventy-five cents (\$30.75) per hour.
- (b) As of February 1, 2002, continuing education teachers shall be paid at the rate of thirty-one dollars and six cents (\$31.06) per hour.
- (c) As of August 31, 2002, continuing education teachers shall be paid at the rate of thirty-one dollars and thirty cents (\$31.30) per hour.
- (d) As of September 1, 2002, continuing education teachers shall be paid at the rate of thirty-one dollars and sixty-one cents (\$31.61) per hour.
- (e) As of February 1, 2003, continuing education teachers shall be paid at the rate of thirty-one dollars and ninety-three cents (\$31.93) per hour.

13.03.2 The Board shall pay the supervisor who is in charge of the Continuing Education Summer School Program an allowance as follows;

- (i) As of September 1, 2001, the supervisor shall be paid two thousand and fifty dollars (\$2050)
- (ii) As of February 1, 2002, the supervisor shall be paid two thousand and seventy-one dollars (\$2071)
- (iii) As of August 31, 2002, the supervisor shall be paid two thousand and eighty-six dollars (\$2086)
- (iv) As of September 1, 2002, the supervisor shall be paid two thousand one hundred and seven dollars (\$2107)
- (v) As of February 1, 2003, the supervisor shall be paid two thousand one hundred and twenty-eight dollars (\$2128)

Article 14: RETIREMENT GRATUITY

14.01 *Retirement Gratuity Plan for Teachers Employed by the former Haldimand-Norfolk R.C.S.S. Board*

14.01.1 The Gratuity Plan Buy-Out Plan shall be set out in Appendix "C" of this collective agreement.

14.01.2 All gratuity buyouts will terminate by August 31, 2006.

APPENDIX "A-1" - MEDICAL CERTIFICATE - TEACHER

PERSONAL INFORMATION COLLECTED ON THIS FORM IS PROTECTED UNDER THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND WILL BE MAINTAINED IN A CONFIDENTIAL MEDICAL FILE.

PART 1

I, _____, am at present under the care of

Employee Name

Name of Medical Practitioner

PART 2

TO BE COMPLETED BY MEDICAL PRACTITIONER PROVIDING THE TREATMENT

The teacher is asking for an exemption from the Brant Haldimand-Norfolk Catholic District School Board's transfer procedures. Do you support the request for exemption from transfer based on medical limitations?

Yes No

1. Explain the limitation(s) of the medical condition that would excuse the employee from transfer.

2. Limitations/Restrictions (check applicable restrictions)

(a) Use of Automobile

(b) Climbing or walking

(c) Other(s)

Please specify: _____

3. Does the teacher require further treatment? Yes No

You may be contacted for further clarification.

Signature of Medical Practitioner Date Signature of Employee Date

Name of Medical Practitioner _____

Area of medical practice/speciality _____

Address _____

Phone No. _____

APPENDIX "A-2" - MEDICAL CERTIFICATE - IMMEDIATE FAMILY

INFORMATION COLLECTED VIA THIS FORM IS PROTECTED UNDER THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND WILL BE MAINTAINED IN A CONFIDENTIAL MEDICAL FILE.

PART 1

I, _____ at present have a child age ____ or
Employee Name

immediate family member under ongoing critical medical care of a physician

Name of Medical Practitioner

PART 2

TO BE COMPLETED BY MEDICAL PRACTITIONER PROVIDING THE TREATMENT

The teacher is asking for an exemption in the upcoming school year from the Brant Haldimand-Norfolk District Catholic School Board's procedure for school transfer as a result of having to be near an immediate family member due to an ongoing critical medical need. Do you support the request for exemption from transfer based on the family member's limitations?

Yes No

1. Explain the limitation(s) of the family member's condition that would excuse the employee from transfer.

2. Limitations/Restrictions

The teacher must be able to reach the family member within:

Immediately 15 minutes

30 minutes 60 minutes

You may be contacted for further clarification.

Signature of Medical Practitioner Date Signature of Employee Date

Name of Medical Practitioner _____

Area of medical practice/speciality _____

Address _____

Phone No. _____

APPENDIX "B" - TEACHER TRANSFER FLOW CHART

- December 15th** Identification and verification of teachers eligible for automatic transfer.
- January 10th** Teachers who will be transferred as a result of the Ten Year Automatic Administrative Transfer (A.A.T.) clause are notified through the school principal and in writing by the Superintendent of Human Resources.
- January 20th** Teachers requesting exemptions shall apply in accordance with Articles 4.02.6 and 4.02.7.
- January 31st** Teachers are notified, in writing, by the Superintendent of Human Resources of their exemption status. A copy shall be sent to the principal.
- February 14th** Where a teacher chooses to appeal the denial of an exemption request, such appeal shall be made in writing to the Superintendent of Human Resources, within ten (10) days of receipt of notification.
- February 15th** Principals present their projected organization model and projected staffing needs to the Superintendent of Human Resources.
- Teachers intending to return to teaching duties in September from leaves of absence must notify the Board, in writing, of their intent to do so.
- March 1st** Available positions by division and school location created as a result of Automatic Administrative Transfers (A.A.T.) and in accordance with Article 3.13.3(a) and (b) shall be posted at each school and at the Board Office. A copy shall be sent to Local Bargaining Unit President(s).
- March 10th** Teachers requesting a Voluntary Transfer shall submit applications for transfer to the Superintendent of Human Resources.
- April 5th** An updated list of all available positions by division and school location [A.A.T. and 3.13.3(a) and (b)], including those created by Voluntary Transfer requests shall be posted at each school and at the Board Office. A copy shall be sent to the Local Bargaining Unit President(s) and to all teachers on leave. Positions created by Voluntary Transfer requests shall be identified as such.
- April 18th** Teachers returning from leave and those requesting Voluntary Transfers shall submit the appropriate application form, indicating their three (3) preferred placements from those identified on the April 5th list of positions.
- On or before April 18th, the teachers who have submitted requests for specific placements may change their requests and submit a revised application form to the Superintendent of Human Resources for consideration.
- April 25th** A confidential list of all teachers to be considered for transfer, complete with their preferences, areas of concentration and additional qualifications shall be sent to principals. A copy shall be sent to the Local Bargaining Unit President(s).
- May 10th** Superintendents in consultation with principals, shall finalize teacher assignments.
- The teacher's placement shall be communicated to the teacher by the

Board prior to the end of the school day.

May 10th

Official notification of the placement shall be sent to all teachers by the Superintendent of Human Resources.

Deadline for approval of Conditional Transfers

APPENDIX "C" - THE GRATUITY PLAN BUY-OUT PLAN FOR TEACHERS EMPLOYED BY THE FORMER HALDIMAND-NORFOLK R.C.S.S. BOARD

Section A

The Board will buy out the Gratuity Plan set out in Section B, Article 10.02 of the previous Collective Agreement between the Teachers and the Board for the period September 1, 1996 to August 31, 1998, (the "Agreement") on the following terms:

EFFECTIVE DATE:

The Effective date of the Buy-Out Proposal will be August 31, 1998 and will apply to all teachers in the employ of the former Haldimand-Norfolk R.C.S.S Board on that date who were eligible to participate in the Gratuity Plan provided in Section B, Article 10.02 of the previous Collective Agreement, between the Haldimand-Norfolk O.E.C.T.A. and the Haldimand-Norfolk R.C.S.S. Board.

TERMINATION OF GRATUITY PLAN:

The Gratuity Plan as provided in the Agreement shall terminate on 11:59 p.m., August 31, 1998.

CALCULATION OF BUY-OUT PROPOSAL:

The Buy-Out amount for each teacher shall be based upon years of actual teaching service with the Board and shall be calculated in accordance with the salary grid identified on page 54 as 10.02, save for the following:

- (a) Teachers with less than 10 years actual service with the Board for the purpose of this calculation only.
- (b) The maximum number of sick leave credits for the purpose of the calculation for the Buy-Out amount shall be 240.

10.02.2 Salary grid for buy-out calculation:

Experience	A0	A1	A2	A3	A4
0.0	28,001	30,108	31,516	35,154	36,430
1.0	29,728	31,964	33,521	37,478	38,869
2.0	31456	33823	35525	39808	41307
3.0	33,180	35,677	37,523	42,134	43,746
4.0	34,912	37,540	39,526	44,461	46,184
5.0	36,634	39,393	41,535	46,787	48,626
6.0	38,360	41,247	43,534	49,117	51,063
7.0	40,089	43,106	45,536	51,444	53,500
8.0	41,816	44,964	47,538	53,773	55,941
9.0	43,545	46,822	49,539	56,096	58,379
10.0	45,270	48,678	51,547	58,424	60,818
11.0	47,103	50,649	53,671	60,893	63,401

ACCUMULATED SICK LEAVE:

The Buy-Out shall not reduce the amount of cumulative sick leave credits for each teacher for such purpose.

METHOD OF PAYMENT:

- (a) The Board shall deliver to each teacher, on or before December 15, 1998, a statement setting out the Buy-Out Amount and the method of calculation.
- (b) Each teacher shall be paid eight (8) equal payments of the Buy-Out Amount over an eight (8) year period.

TIME OF PAYMENT:

The payments of the first instalment of the Buy-Out Amount shall be made on February 15, 1999 and the remaining instalments shall be paid on or before February 15th of each year.

RETIREMENT, PERMANENT DISABILITY OR DEATH:

- (a) In the event that during the payment period and prior to full payment of the Buy-Out Amount, a teacher:
 - (1) retires from active employment with the Board after having attained the age of 55 years; or
 - (2) retires from active employment with the Board with a full pension under the provisions of the Teachers' Pension Plan; or
 - (3) dies; or
 - (4) becomes permanently disabled as certified by a legally qualified medical practitioner appointed by the Board for such purposes;

the Board will pay to the teacher or the teacher's Estate, as the case may be, the full balance owing of the Buy-Out Amount.

- (b) In the event that a teacher ceases to be in the employ of the Board during the payment period and prior to full payment of the Buy-Out Amount for any reason other than set out in paragraph (a) above, the teacher shall receive no further payments or any unpaid balance of the Buy-Out Amount, and the Board's obligation to make any further payments shall be at an end, notwithstanding that the full Buy-Out Amount has not been paid.

Section B

Retirement Gratuity Plan for Teachers Employed by the former Haldimand-Norfolk R.C.S.S. Board

- (a) Teachers hired by the former Haldimand-Norfolk R.C.S.S. Board are eligible to participate in this plan. Upon retirement from the Board and from the teaching profession in accordance with the Teachers' Superannuation Act, except with a "CB" Pension, a qualified teacher who has been in the service of the Board for at least 10

continuous years shall be entitled to a retirement gratuity, computed in accordance with the following formulae:

10 years of service 20% of accumulated sick leave credits x 1/200 of annual salary*

11 years of service 22% of accumulated sick leave credits x 1/200 of annual salary

12 years of service 24% of accumulated sick leave credits x 1/200 of annual salary

13 years of service 26% of accumulated sick leave credits x 1/200 of annual salary

14 years of service 28% of accumulated sick leave credits x 1/200 of annual salary

15 years of service 30% of accumulated sick leave credits x 1/200 of annual salary

16 years of service 32% of accumulated sick leave credits x 1/200 of annual salary

17 years of service 34% of accumulated sick leave credits x 1/200 of annual salary

18 years of service 36% of accumulated sick leave credits x 1/200 of annual salary

19 years of service 38% of accumulated sick leave credits x 1/200 of annual salary

20 years of service 40% of accumulated sick leave credits x 1/200 of annual salary

21 years of service 42% of accumulated sick leave credits x 1/200 of annual salary

22 years of service 44% of accumulated sick leave credits x 1/200 of annual salary

23 years of service 46% of accumulated sick leave credits x 1/200 of annual salary

24 years of service 48% of accumulated sick leave credits x 1/200 of annual salary

25 years of service 50% of accumulated sick leave credits x 1/200 of annual salary

*Annual salary shall be the salary at retirement age.

- (b) In the event of the death of a teacher either before or after retirement, but before recovering the full benefits of the retirement gratuity plan as provided under "A" above, such remaining benefits shall be paid to the teacher's estate.
- (c) All benefits provided under "A" above, shall be paid in full within one year after retirement, or as arranged to the mutual satisfaction of the teacher and the Board.
- (d) Leaves of Absence or Maternity Leaves granted by the Board shall not be counted as being in the service of the Board, but will not effect the requirement of continuous service under "A" above.

LETTER OF UNDERSTANDING #1

RE: Pupil-Teacher Contact for Delivery of Preparation Time

The Board will attempt to ensure that there will be no more than two teacher contacts provided to deliver preparation time for the primary division, for special education classrooms, and for special education resource teachers, during a five day cycle. For purposes of this clause, a split grade 3/4 class shall be designated as "primary" if the majority of students in the class are in grade three (3). The parties recognize, however, that there may be circumstances in which there will be more than two such contacts.

LETTER OF UNDERSTANDING #2

Re: Summary of Extended Health & Dental Benefits

Each teacher should carefully read the Group Benefit Booklet which outlines in greater detail, the coverage provided under the Extended Health & Dental Plans. The following is summary of those plans.

(a) EXTENDED HEALTH BENEFITS

- No deductible, unlimited lifetime maximum
- 100% reimbursement of all eligible charges
- The provision of semi-private hospital coverage

Prescription Drugs

- No deductible
- 100% reimbursement of all eligible charges, without deduction for fee guides
- Generic drugs are to be utilized, unless a physician indicates that there is to be no substitution

Vision Care

- No deductible
- 100% reimbursement to a maximum of \$300.00 per 24 consecutive months for persons 17 years of age and over, and a maximum of \$150.00 per 12 consecutive months for dependent children up to and including age 16

Hearing Aids

- No deductible
- 100% reimbursement to a maximum of \$400.00 per 60 consecutive months

Private Nursing

- When certified by the attending physician as being medically necessary, professional home nursing care will be covered to a maximum of \$5,000.00 per calendar year

Ambulance

- Licensed ground and air-ambulance services.

Diagnostic Services

- Diagnostic services performed at a hospital or licensed medical laboratory will be covered by the plan. Charges for the Prostatic Specific Antigen (P.S.A.) Test will also be covered.

Paramedical

- Payment for the professional services of the following licensed, certified or registered practitioners will be covered as indicated:

- Registered clinical psychologist limited to a maximum of one visit per day and

\$300.00 per calendar year

Registered masseurs limited to a maximum of one visit per day and \$300.00 per calendar year, provided that such services are authorized in writing by the attending physician

Registered speech pathologists limited to a maximum of \$300.00 per calendar year

Naturopath services limited to a maximum of one visit per day and \$300.00 per calendar year

Services of a licensed physiotherapist

Chiropractor, osteopath, or podiatrist limited to a maximum of one visit per day and \$300.00 per calendar year per practitioner provided that the maximum allowance has been paid by the provincial health plan for the year. Chiropractor x-rays are limited to a maximum of \$55.00 per calendar year. Surgical procedures by a podiatrists are payable up to a maximum of \$200,00 per calendar year.

Prosthetic Appliances & Durable Medical Equipment

Coverage is outlined in detail on page 12 of the Benefit Booklet

Accidental Dental

Details of the coverage provided are outlined on page 13 of the Benefit Booklet

Services Outside the Province

Specific details regarding out of province coverage are outlined on pages 14 - 15 of the Benefit Booklet. Expenses for such coverage will be paid up to a lifetime maximum of \$1,000,000.00 per person. The exceptions to this are early retirees or teachers on a leave of absence of more than three (3) months who are eligible for a maximum of \$50,000.00 per five (5) consecutive years.

(b) DENTAL BENEFITS

No deductible

Fee Guide - Current, less one (1) year Ontario Dental Association Fee Guide for General Practitioners, effective February 1st each year.

100% reimbursement of eligible charges, up to the amount specified in the Fee Guide for the following:

Examinations - complete oral examinations once every two (2) years and recall oral examinations once every nine (9) months for adults*

Consultations - with patient or a member of the profession

Radiographs - includes complete series intra oral films once every two (2) years, panoramic films once every two (2) years, bitewing films once every 5 months

Diagnostic Services - includes bacteriologic tests, biopsy and cytological tests;

Preventative Services - includes scaling and/or polishing once every six (6) months, {to a maximum of twelve (12) units per year}, preventative recall packages once every nine (9) months*, fluoride treatments, oral hygiene instruction and re-instruction once every nine (9) months*, space maintainers and pit & fissure sealants for permanent molar teeth of dependent children up to and including age fifteen (15) {only one replacement sealant per tooth}

*once every six (6) months for dependent children

Fillings

Periodontic Services - includes periodontal surgery, root planing and occlusal equilibration

Surgical Services - includes extractions, surgical incision/excision and frenectomy

Anaesthesia

In-Office & Commercial Laboratory Charges - when applicable to the covered benefits.

60% reimbursement of eligible charges up to the amount specified in the Fee Guide, for the following:

Endodontic Services - includes root canal therapy, surgical and emergency services

Complete and/or Partial Dentures - once every three (3) years

Major Denture Adjustments

Denture Repairs, Minor Adjustments {after 3 months from insertion, once every thirty-six (36) months}

Restorative Services includes post/core, crowns, inlays/onlays and gold foil restorations

Fixed Prosthodontic Services - once every three (3) years - includes bridgework and repairs

In-office & Commercial Laboratory Charges - when applicable to the covered benefit

50% reimbursement of eligible charges up to the amount specified in the Fee Guide, for the following:

Orthodontic Services - includes observation, adjustments, orthodontic appliances, major orthodontic treatment, preventative space maintainers

In-office & Commercial Laboratory Charges - when applicable to the covered benefit