

The Brant Secondary OECTA Collective Agreement 1998 - 2000

SOURCE	Lincoln		
YR.	98	09	01
EXPIRES	2000	08	31
NO. OF EMPLOYEES	110		
ENTIRE EMPLOYEES	A H		

COLLECTIVE AGREEMENT

Between

THE MEMEBERS OF THE LOCAL OECTA SECONDARY TEACHERS BARGAINING UNIT

(hereinafter called "THE TEACHERS")

And

THE BRANT HALDIMAND-NORFOLK CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called "THE BOARD")

September 1, 1998 - August 31, 2000

Article 1 : RIGHTS AND DEFINITIONS

1.01 Recognition

1.01.1 The Ontario English Catholic Teachers' Association is the exclusive bargaining agent for all teachers, who are assigned to one or more secondary schools or who perform 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 Secondary 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 secondary 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, Professional Activity Day or examination day as indicated in the Board's annual school year calendar.

1.05 Length of School Day

The instructional day or a Professional Activity Day shall consist of a maximum of five (5) hours, subject to any legislation or regulation to the contrary.

1.06 Length of School Year

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

1.07 No Discrimination

There shall be no discrimination exercised against any teacher in regard to employment, promotion or any term or condition of employment because the teacher is a member of the Local Teacher Bargaining Unit, or is exercising or has exercised any right under this Collective Agreement, or the *Ontario Labour Relations Act*, or is acting or has acted in an official capacity within the Association.

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1.08 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. The President shall forward the name(s) of the approved appointee(s) to the Board.

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Article 2: DURATION AND RENEWAL

2.01 Duration

2.01.1 This Agreement shall have effect from the 1st day of September, 1998, and shall continue to operate until August 31, 1998, and from year to year thereafter.

2.01.2 Notwithstanding the above, either party may by April 1st of the year or 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.

2.01.3 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*.

Article 3: PERSONNEL

3.01 Organizational Structure

3.01.1 Departments

For the 1998-1999 school year, the Board shall maintain the following structure:

With the exception of Technological Studies, departments shall be formed at each school for the following subject areas with a department head assigned to each:

Art	Mathematics
Business Education	Modern Languages
Co-operative Education	Music
English	Physical Education- Female
Family Studies	Physical Education- Male
Geography	Religious Studies
Guidance	Science
History	Special Education
Library	Technological Studies

3.01.2 Department Head Structure

- (a) A minor head shall be appointed when a department has more than twenty (20) sections.
- (b) A major head shall be appointed when a department has more than twenty (20) sections.
- (c) An assistant head shall be appointed when a department has thirty (30) or more sections.

3.01.3 Effective September 1, 1999, departments shall be formed at each school for the following subject areas with a department head assigned to each:

Business (Business Studies, Computer Studies)
Canadian World Studies (Geography, History)
English (Drama, English, Library)
Guidance
Mathematics
Modern Languages
Music and Visual Arts
Physical Education
Religious Studies (Family Studies, Religious Studies)
Science
Special Education
Technological Education

3.01.4 Notwithstanding Article 3.01.3 above, there shall be one Co-operative Education department head for the secondary schools in Brantford.

3.01.5 St. John's College shall be exempt from the assignment of the department head of Technological Education.

3.01.6 Notwithstanding Article 3.01.3, for transition purpose in establishing Holy Trinity Catholic High School, such school shall be assigned department heads as follows:

Business (Business Studies, Computer Studies)
Canadian and World Studies (Geography, History)
English/Modern Languages (Drama, English, Library, Modern Languages)
Student Services (Co-operative Education, Guidance, Special Education)
Mathematics/Science
Music and Visual Arts
Physical Education
Religious Studies (Family Studies, Religious Studies)
Technological Education

3.01.7 Re-organization

- (a) Where a teacher loses his/her current position of responsibility due to the re-organization of the department structure, such teacher shall be red circled until either of the following occurs:
 - (i) The grid plus any allowance is equivalent to the teacher's current total remuneration;
 - or
 - (ii) The teacher is appointed to a new position of responsibility.
- (b) Such teacher, as noted in 3.07(a) above, shall be given the first right of refusal to appointment to a similar position for which they are qualified. In the event that a teacher declines the new appointment, the teacher shall forfeit the application of red circling.
- (c) Notwithstanding Article 3.14 and Article 3.15, the Board shall post new department head positions only where no teacher as defined in Article 3.07(b) is available.

3.01.8 Guidance

There shall be a minimum of one full-time teacher guidance counsellor for every three hundred and eighty-five (385) students based upon the projected ADE (average daily enrolment) for the school year to be determined by June 1st for the following school year. A full-time guidance counsellor shall be assigned for (4) periods per day.

3.01.9 Library

- (a) Each secondary school shall have the equivalent of a full-time teacher librarian.
- (b) A full-time teacher librarian shall be assigned four (4) periods per day.

3.01.10 Special Education Staffing Complement

- (a) Subject to funding from the Ministry of Education and Training, the Board shall maintain a minimum staffing complement of nine **(9)** FTE Special Education teachers.

3.02 Part-time Teachers

3.02.1 Part-time teachers shall receive salaries, benefits, teaching duties, preparation time, on-call, and supervision time on a pro-rated basis.

3.02.2 Change of Teaching Status

- (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 3.07.

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

3.03 Seniority

3.03.1 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.

3.03.2 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.

3.03.3 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 3.03.3(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 3.03.3(c)(ii), part-time teaching experience with the Board and its predecessor Boards shall not be pro-rated. Effective May 1, 1998, a;; 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 Article 3.03.3(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 3.05.
- (h) It is understood that all references to occasional teaching that exist within 3.03 are applicable only for purposes of determining seniority.

3.04 Redundancy Determined

3.04.1 A redundant teacher shall be one who is determined to be in excess of projected staffing requirements as determined by Article 4.04, on a system-wide basis.

3.04.2 Prior to a redundancy letter being issued, the Director of Education, or designate, shall review with the President(s) of the Local Bargaining Unit(s) the administration and application of Article 3.04.

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- 3.04.3 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.
- 3.04.4 Teachers shall be declared redundant in reverse order of seniority and placed on a Recall List.
- 3.05 Notice of Redundancy
- 3.05.1 Teachers declared redundant shall be notified in writing by May 1st, to take effect August 31st.
- 3.05.2 The letter shall state that the sole reason for termination is due to redundancy and the teacher's placement on the seniority list.
- 3.05.3 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.
- 3.05.4 A teacher who has been declared redundant shall continue to accrue seniority until September 30th of the third school year following notice in Article 3.05.
- 3.05.5 Teachers who have not been recalled by September 30th of the third school year following notice in Article 3.05 shall lose all their seniority and all rights of recall.
- 3.06 Surplus to School
- 3.06.1 Should a reduction in staff require that a teacher be declared surplus to that school for the following school year, the teacher declared surplus to the school shall be the teacher who is lowest on the seniority list by April 1st.
- 3.06.2 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.
- 3.07 Recall Procedure for Redundancy to the System
- 3.07.1 Definition of Qualified
- For the purpose of recall procedure, "qualified" shall be defined as those qualifications demanded in the Education Act and its regulations.
- 3.07.2 When making new appointments to the staff, the Board shall first offer these positions to those who were released due to redundancy. Such offer shall be made to the redundant teacher who has the greatest seniority and is either qualified to teach at least two-thirds (2/3) of the available timetable or who commits to becoming so qualified by the first day of the period for which the teacher is being recalled.
- 3.07.3 If a qualified teacher refuses the position offered, the position shall be offered to the teacher with the next greatest seniority who is either qualified to teach at least two-thirds (2/3) of the available timetable or who commits to becoming so qualified by the first day of the period for which the teacher is being recalled.

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3.07.4 A teacher on the recall list who refuses a position offered shall not forfeit their right to recall or their position on the recall list until the third refusal.

3.07.5 If a teacher accepts a part-time position because a full-time position was 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 in time to assume the position.

3.07.6 The teacher with greatest seniority, who is not qualified to teach two-thirds (2/3) of the available timetable at the time of the recall, but who commits to becoming so qualified, shall have until the first day of the following school year to become so qualified, if that teacher so requests. A teacher who makes such a commitment and who does not become duly qualified, shall forfeit the teaching position but shall retain all rights of recall.

3.08 Provision for Members of Roman Catholic Religious Communities

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 and secondary staff shall be the sole discretion of the Board. Upon 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 with the Board.

3.09 Personnel Files

3.09.1 Access

A teacher shall have access during normal business hours, provided it does not interfere with the teacher's duties, to the teacher's personnel file 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.

3.09.2 An appropriate Board official shall be present when a teacher reviews the file. A teacher may be accompanied by a representative of OECTA.

3.09.3 Contents of File

- (a) 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.
- b) The Board reserves the right to retain such information in the personnel file 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.

3.09.4 Removal of Material

- (a) 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.
- (b) 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.

3.10 Access to Information on Teachers

3.10.1 Information regarding all teachers' salaries, classifications and other information relevant to collective bargaining shall be available at the Board Office to the Negotiating Committee of the Secondary Local teacher Bargaining Unit. A review of all teachers' salary classifications shall be conducted within sixty (60) calendar days of the effective date of the Agreement or the date of execution of the Agreement, whichever is later. The review is to be conducted by the Superintendent of Business and Treasurer of the Board or designate, and the designate of the Secondary Local teacher Bargaining Unit. Ratification of this Agreement by the teachers and execution of this Agreement on their behalf shall constitute a consent on the part of each individual teacher to the release of such salaries, classifications, and cost of premiums for benefits pursuant to Article 7: for the purpose of such review.

3.11 Absence from a Position of Responsibility

3.11.1 In the event teachers who hold a position of responsibility are unable to perform their duties for a period of more than ten (10) consecutive working days, other qualified teachers shall be appointed to fill the position on an interim basis.

3.11.2 Pay for teachers acting in the position of responsibility shall be pro-rated on an annual basis from the dates of appointment.

3.12 Long Term Absence of School Administrators

3.12.1 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.

3.12.2 Any extension of this period shall not be unreasonably denied by the Association.

3.12.3 No teacher shall be assigned the duties of an administrator without the teacher's consent.

3.12.4 Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this Agreement.

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3.12.5 All other provisions of this collective agreement shall apply to the teacher during such period of temporary assignment.

3.12.6 Any teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.

3.12.7 The Board agrees to replace any teacher who accepts an Acting Administrator position for a temporary period as described in Article 3.12.1 and Article 3.12.1 above with an occasional teacher.

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

3.13 Term Appointments

3.13.1 Teachers from within the system appointed to a position of responsibility for a specified term shall be returned to a position equal to that which they held before their appointment when the specific term is completed, subject to their correct placement on the seniority list and provided that such a position exists.

3.13.2 Teachers from outside the system appointed to a position of responsibility for a specified term shall be offered a classroom teaching position when the specified term is completed subject to their correct placement on the seniority list.

3.14 Vacant Positions

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

3.15 Job Posting for Vacancies

3.15.1 The Board shall post all positions, which have not been filled internally and which it intends to fill, for a period of five (5) working days at the Board Office and in the schools.

3.15.2 Notwithstanding Article 3.15.1 the Board shall not post in the schools during school vacation periods except that during the summer vacation period the Board shall mail job postings to every teacher.

3.15.3 A copy of the posting shall be sent to the Unit President and appropriate Local Teacher Bargaining Unit President.

3.15.4 The posting shall precede any public advertisement.

3.15.5 No position may be awarded in the event that it has not been posted in the aforesaid manner.

3.15.6 All teachers who are qualified or who can become qualified in time to assume the position, shall be eligible to apply for posted vacancies.

3.15.7 In considering external and internal applicants, all things being equal, preference shall be given to internal applicants.

3.15.8 Posting with Recall List

- (a) Notwithstanding the above, and in accordance with Article 3.07, when there are one or more teachers on the recall list, the Board shall be required to post an internal vacancy or vacancies.
- (b) Upon filling the posted vacancy or vacancies, there shall be one further round of postings.
- (c) After the two rounds of internal postings, the resulting vacancy or vacancies shall be filled by recalling any redundant teacher(s) to the available position(s).

3.16 Creation of New Positions

3.16.1 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.

3.16.2 The salary for a new position shall be negotiated between the duly appointed representatives of the Secondary Local Teacher 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.

3.16.3 Such negotiations shall not constitute the reopening 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.

3.17 Probationary Period for Teachers

3.17.1 A teacher shall be considered to be on probation until that teacher has completed twelve (12) calendar months of employment with the Board.

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

3.17.3 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 beyond twenty (20) days.

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3.17.4 Any additional leave days beyond the aforementioned twenty (20) days shall be added to the probationary period.

3.17.5 Pastoral Reference

No teacher shall be required to provide the Board with a Pastoral Reference at the end of the teacher's probationary period.

3.18 Evaluation Procedures

3.18.1 The evaluation of a teacher shall be conducted in accordance with the following guidelines:

3.18.2 The purposes of the evaluation are to:

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

3.18.3 No member of the bargaining unit shall participate in the evaluation of another member.

3.18.4 The evaluation shall be conducted in the following manner:

- (a) five (5) days notice to the teacher of the evaluation day and time;
- (b) pre-conference with the 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.

3.18.5 The teacher may append comments to the evaluation report.

3.19 Certificated Teachers

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

3.20 Medical Certificate

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

3.20.2 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 payment.

Article 4 WORKING CONDITIONS

4.01 Transfers

4.01.1 Distance

No teacher shall be transferred outside a forty **(40)** kilometre 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.

4.01.2 Teacher Requested

- (a) Teachers who wish to be transferred from one school to another should request the transfer by April 14th.
- (b) An attempt shall be made to accommodate a teacher's request for transfer based on program needs.
- (c) Teachers applying for transfers shall be notified by June 8th of the Board's decision.
- (d) A teacher who requests an interview to discuss a transfer shall be granted one before June 15th.
- (e) The procedure for teacher requested transfers applies to transfers within the secondary panel.

4.01.3 Board Initiated

In the case of a Board initiated transfer to take effect September 1st, the teacher to be transferred shall be informed by May 20th of the preceding school year.

4.01.4 After the Start of the School Year

- (a) Where it becomes necessary to transfer a teacher after the start of the school year, the teacher shall be notified in writing at least five (5) working days before the proposed transfer, except in the case of an emergency.
- (b) The teacher shall receive two (2) working days without loss of pay or sick days for preparation purposes.

4.01.5 Cross Panel

Teachers transferring between elementary and secondary panels shall maintain their years of experience and seniority.

4.01.6 Positions of Responsibility

- (a) Positions of responsibility which become available because of growth, or because of a position of responsibility becoming vacant shall be advertised.
- (b) Teachers who hold a similar position at another school may apply for a transfer. The Board reserves the right to transfer teachers who hold similar positions in another school in order to fill the vacancy.

4.01.7 Conditional Transfers

- (a) 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.
- (b) 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.
- (c) Extensions of conditional transfers may occur with the agreement of all parties for one additional year.
- (d) Teachers requesting conditional transfers must request transfers in writing before April 30th.
- (e) If the conditional transfer is extended to a third year with the agreement of all parties, the transfers are considered permanent.
- (f) Conditional transfers can occur between teachers in the elementary and secondary panels, subject to the provisions outlined above.
- (g) A teacher is ineligible for a Conditional Transfer where such teacher is declared surplus to the school.

4.01.8 Transfer from the Elementary Panel

A teacher transferred from the elementary panel who is entitled to a retirement gratuity will retain that entitlement in accordance with the conditions of the Local elementary Collective Agreement.

4.02 Teaching Timetable and Supervision

Each full-time classroom teacher shall be assigned a maximum of 1250 minutes of instructional time per week during the school year as determined below:

- 4.02.1 Full-time teachers shall teach three (3) classes out of a full timetable of four (4) classes each semester except as outlined in Article 3.01.8 and Article 3.01.9.

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4.02.2 In addition to the assignment in Article 4.02.1 above, each full-time teacher shall be required to perform an additional 125 minutes per week of assigned instructional time from the combination of all or any of the following:

- (a) Teachers may be scheduled up to a maximum of seven hundred and fifty (750) minutes per semester for supervision duties, excluding examination supervision and student supervision prior to 9:00 a.m., and
- (b) a maximum of ten (10) on-calls per semester;
- (c) additional instructional duties as assigned by one of the following, the Principal in remediation, teacher advisory program or other non-credit earning duties.

4.02.3 A teacher shall not normally be assigned on-call coverage on two consecutive days.

4.02.4 Notwithstanding Article 4.02.2:

- (a) Where the Ministry of Education and Training provides dedicated funding for professional development in-service, the Board where possible, shall provide occasional teacher coverage for the teachers attending such event, in lieu of on-call coverage.
- (b) Where a teacher notifies the Board and/or principal that the teacher will be absent for three or more days, the Board shall provide a supply teacher for such absence where possible.

4.02.5 All remaining unassigned time shall be designated as teacher planning and preparation time.

4.03 Health and Safety

4.03.1 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.

4.03.2 The Board agrees to abide by the Ontario Health and Safety Act. Any alleged violation of the Act will be dealt with pursuant to the enforcement mechanism outlined in the Act.

4.03.3 The Board agrees that a Joint Health and Safety Committee shall be maintained for the duration of the collective agreement.

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

4.04 Class Size

The Board shall ensure that the average size of its secondary classes, in the aggregate, does not exceed twenty-two (22) pupils. The Board shall determine the average size of classes in aggregate as of October 31st each year.

4.05 Staff Monitoring Committee

4.05.1 Effective immediately, the Board and the Association shall establish a Teacher-Board Secondary Staff Monitoring Committee (SMC) which shall review school organization data as follows:

- (a) School Organization Profiles
- (b) School Community
- (c) Teaching Timetables
- (d) Other Relevant Data

4.05.2 The SMC shall be comprised of three (3) representatives, the Local Bargaining Unit and three (3) representatives of the Board, one of whom shall be superintendent.

4.05.3 The SMC shall be co-chaired.

4.05.4 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 or alternate arrangement by the SMC.

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

4.06 Uninterrupted Lunch

Teachers shall receive forty (40) minutes uninterrupted lunch.

4.06.2 Teachers' lunch time may be scheduled during the period:

- (a) commencing fifteen (15) minutes before the students' regularly scheduled lunch;

or

- (b) ending fifteen (15) minutes after the students' regularly scheduled lunch;

providing the teachers have a preparation period during the period immediately before or after the students' regularly scheduled lunch, respectively.

4.07 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.

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4.08 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.

4.09 Teacher Trustee Committee

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. Matters under grievance shall not be discussed by the Committee. The Committee shall meet in October, January, April and June of each school year.

Article 5 CERTIFICATION AND PLACEMENT

5.01 QECO Rating

5.01.1 Placement on the salary scale shall be according to the Qualifications Evaluation Council of Ontario (QECO), Programme III. Effective September 1, 1999, placement on the salary scale shall be according to the QECO, Programme IV.

5.01.2 If no QECO rating is received from a teacher new to staff by the Superintendent of Human Resources or his/her designate, by September 1st or date of commencement of employment, whichever is later, the teacher shall be placed in teaching category A0 without a degree, or teaching category A I with a BA or equivalent degree.

5.01.3 If a statement of evaluation is received by March 31st or four (4) months from the date of commencement of employment, whichever is later, payment shall be retroactive to date of commencement.

5.02 Experience Recognition

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

5.02.2 All teaching experience, subsequent to obtaining a teaching certificate for which the College of Teachers issues a Letter of Standing shall be recognized in full.

5.02.3 Partial Teaching Experience

- (a) All partial teaching experience shall be recognized to the nearest ½ of a full year as of September 1st of each year for salary purposes.

5.02.4 Request for Recognition

Requests for recognition shall be considered when the teacher begins employment with the Board or when the teacher starts a new assignment. An application must be submitted no later than sixty (60) school days after the start of the new assignment to the Superintendent of Personnel. A response shall be made by the Board within ten (10) working days.

- (a) If the teaching experience is over forty-eight (48) working days, the experience shall be recognized as ½ year.
- (b) If the teaching experience is over one hundred and forty-five (145) working days, the experience shall be recognized as a full year.

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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, or to enhance the potential of the teacher in the performance of the teacher's teaching duties.

5.03.2 Related experience shall be credited on the basis of one (1) year (ten (10) months) teaching experience on the salary grid for three (3) years of full-time employment, to a maximum of three (3) 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 shall be considered when the teacher begins employment with the Board or when the teacher starts a new assignment. An application must be submitted no later than sixty (60) school days after the start of the new assignment to the Superintendent of Personnel. A response shall be made by the Board within ten (10) working days.

5.03.4 Particular work experience may be considered only once in support of an application for recognition.

5.03.5 Related work 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 Supervisory Officer in charge of Personnel.

5.03.7 Related work experience shall be granted based upon criteria jointly established by a committee comprised of Board and Local Teacher Bargaining Unit representatives.

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 Article 10.

5.04.2 A teacher who has met all the conditions for higher certification shall be entitled to retroactive pays as of September 1st providing the teacher submits to the Board the QECO Statement of Evaluation 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 for courses completed between September 1st and December 31st of the previous calendar year, shall be entitled to retroactive pay as of January 1st providing the teacher submits to the Board the QECO Statement of Evaluation and/or a letter confirming the processing of the QECO evaluation by 4:30 p.m. on June 30th.

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5.04.4 In the event that a new Statement of Evaluation has been applied for, but not yet received by the teacher, a letter/confirmation card from QECO stating that application has been made will be accepted by the Board, provided that such letter/confirmation card is received by the Board as per the dates in Article 5.04.2 and Article 5.04.3. The teacher shall, 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 Article 5.04.2 and Article 5.04.3.

5.05 Board Required Courses

5.05.1 Where a teacher is required by the Board to take a course 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 which are approved by the Board in advance, provided the teacher successfully passes the course, unless there is a reason satisfactory to the Board for not doing so.

5.05.2 Any books paid for by the Board shall remain the property of the Board.

5.05.3 The requirement of the Board to pay does not apply to courses which the teacher chooses to take to upgrade the teacher's qualification for purposes of promotion or otherwise.

Article 6 TRAVEL ALLOWANCE

- 6.01 For the purpose of this article “home location” shall mean the first school at which a teacher conducts classes in the morning of the school day. A teacher shall be paid mileage between the teacher’s home location and each place to which the teacher must travel to conduct the teacher’s duties. A teacher shall not be paid return mileage, unless return to home location is necessary for completion of the teacher’s duties.
- 6.02 A teacher may claim mileage to and from the Board Office, if the teacher’s attendance is requested by the Board.
- 6.03 Teachers required to travel shall be paid mileage monthly.
- 6.04 For reimbursement at the end of the month, these bills shall be submitted by the 15th of the following month.
- 6.05 Travel allowance shall **be** paid at the rate of \$0.29 per kilometre to teachers claiming mileage.
- 6.06 Travel allowance of not less than \$15.00 per month (ten (10) month basis) shall be paid to teachers who qualify to claim mileage.

Article 7 BENEFITS

Preamble:

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.

7.01 Extended Health Care Plan

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

- (a) the provision of semi-private coverage;
- (b) optical coverage up to three hundred (300) dollars per two (2) years per adult family member; and up to one hundred and fifty (150) dollars yearly per child;
- (c) group life insurance at three (3) times salary;
- (d) utilization of generic drugs unless a physician indicates that there are to be no substitutions;
- (e) voluntary use of mail order pharmacy for maintenance medications;
- (f) co-ordination of benefits;
- (g) positive enrollment.

7.02 Dental Plan

7.02.1 The Board shall provide a dental plan that includes, but is not limited to:

- (a) dental recall examination period for adults shall be nine **(9)** months;
- (b) a dental plan (preventive, denture) with orthodontal coverage paying fifty (50) percent of fees up to a maximum of two thousand and five hundred (2,500) dollars;

7.03 Survivor Benefits

Upon the death of a teacher, said teacher's dependents' health and dental insurance is extended without premium payment, for Extended Health and Dental under the terms of the insurance policy.

7.04 The Board may at any time change the carrier of any benefit plan outlined above, upon prior notice to the Secondary Local Teacher Bargaining Unit and provided that there is no diminution of the coverage or convenience in the method of payment.

7.05 The Board shall contribute one hundred (100) percent of the premiums for the above benefits.

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7.06 Long Term Disability Plan

- 7.06.1 In addition to the Benefit Plans, the Board shall make available to the teachers a Long Term Disability Plan of Insurance (the "LTD Plan"). The LTD Plan shall pay to a qualified teacher a maximum amount equivalent to sixty (60) percent of that teacher's salary plus the Teachers' Pension Plan, and Canada Pension Plan Contributions.
- 7.06.2 The teachers shall contribute one hundred (100) percent of the premium 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.
- 7.06.3 It is understood that a change in carrier and terms of the LTD Plan will not occur without the same change for the coverage for the elementary teachers.
- 7.06.4 Teachers on long term disability shall continue to receive their benefits as long as they remain on the LTD Plan.
- 7.06.5 Any teacher currently enrolled in the LTD Plan must remain enrolled in the Plan while employed by the Board.
- 7.06.6 The LTD Plan shall be compulsory for all new teachers employed by the Board effective September 1st, 1998, and for all teachers who are currently enrolled in the LTD Plan.

7.07 Employment Insurance Rebate

Effective September 1, 1998, the Employment Insurance (**EI**) rebate of each teacher shall be retained by the Board to offset benefit costs.

7.08 Benefits for Teachers on Parenting Leave

The Board shall continue to contribute the current premiums for the employee benefits as per Article 7: while an employee is absent on a statutory Parenting Leave under the terms of the Employment Standards Act.

7.09 Workplace Safety and Insurance Benefits

- 7.09.1 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.
- 7.09.2 The Board shall provide the Local Bargaining Unit with notice that the teacher has applied to the Workplace Safety and Insurance Board (WSIB).

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- 7.09.3 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.
- 7.09.4 Where a teacher elects to utilize accumulative sick leave and such teacher is in receipt of workers' compensation benefits as determined by the WSIB, such payments shall be directed to the Board.
- 7.09.5 Notwithstanding the teacher's eligibility to workers' compensation benefits, the teacher may elect to forgo any claim to workers' compensation and shall have full access to sick leave as determined by the collective agreement.
- 7.10 Supplemental Employment Benefit Plan
- 7.10.1 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.
- 7.10.2 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.
- 7.10.3 The teacher must apply for the EI benefit and provide proof that the waiting period was served before the SEB payment becomes payable.
- 7.10.4 A teacher who is disqualified or disentitled from receiving Employment Insurance Benefits is ineligible for Supplemental Employment Benefits.
- 7.10.5 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:

8.01.1 a leave of absence is granted by the Board in accordance with the Collective Agreement, and

8.01.2 such leave is for one or more complete school years, and

8.01.3 a replacement teacher is required for the teacher on the approved leave of absence.

8.02 Cumulative Sick Leave

8.02.1 The Board shall, on September 1st of each year, credit each teacher with twenty (20) days sick leave.

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 (20) days referred to in Article 8.02 and then from any sick leave accumulated from previous years.

8.02.3 On June 30th 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, provided that the accumulation shall not exceed two hundred and twenty-five (225) days.

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.

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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 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 Parenting Leaves

8.08.1 Definition

Parenting leaves shall mean maternity/pregnancy/adoption leaves and parental leaves as defined by the Employment Standards Act. A teacher on statutory parenting leave as provided in the Employment Standards Act shall not lose any service on the salary grid during that period. This provision does not apply to an extended leave pursuant to Article 8.03.3 of this Agreement.

8.08.2 Notification of intention to request a leave of absence should be given two (2) months before the intended leave to give the Board ample time to obtain a replacement.

8.08.3 The leave shall be extended beyond that provision pursuant to the Employment Standards Act either:

- (a) until the end of the semester in which the parental leave ends;
- or
- (b) until the end of any successive semester which follows the semester in which the parental leave ends, to a maximum of four **(4)** full successive semesters; as requested by the affected teacher, provided that the request for the leave shall be in writing and submitted to the Board no later than two (2) months before the commencement of the extended leave pursuant to this clause.

8.08.4 Half-Time Parenting Leave

Half-time parenting leaves may be granted by the Superintendent of Human Resources. Such leaves shall not be unreasonably withheld. The leave shall be extended beyond that provided pursuant to the *Employment Standards Act* either:

- (a) until the end of the semester in which the parental leave ends;
- or
- (b) until the end of any successive semester which follows the semester in which the parental leave ends, to a maximum of four (4) full successive semesters:

as requested by the affected teacher provided that the request for the leave shall be in writing and submitted to the Board no later than two (2) months before the commencement of the extended leave pursuant to this clause.

8.08.5 A teacher returning from a half-time extended parenting leave shall upon the teacher's request, return to a full-time teaching position as of the first teaching day in any of the subsequent school years.

8.08.6 A teacher on extended parenting leave as outlined in Article 8.08.3 and Article 8.08.3(b) shall be entitled to purchase benefits through the Board.

8.08.7 Extending Leave

- (a) A teacher may request that a parenting leave may be extended for a period of time which would conclude at a date other than specified in Article 8.08.3(a). Such a request may be granted at the discretion of the Superintendent of Human Resources.

8.08.8 All teachers are eligible for parenting leave.

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

8.09 Parental Leave

8.09.1 A two(2) days leave of absence without **loss** of pay or deduction from sick leave shall be granted to the teacher for the birth or adoption of the teacher's child.

8.09.2 If the teacher accesses parental leave under Article 8.08 such teacher shall not qualify for leave under this clause.

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.

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

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 to participate in the Plan, commencing September of that year. Any teacher requesting a leave shall be granted such a leave.

8.11.3 Plan and Payment Formula

(a) Three Over Four

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

or

(b) Four Over Five

During any four (4) years (or semesters) of the Plan, teachers shall receive eighty (80) percent of their annual salary. The remaining twenty (20) percent of salary shall be held in trust by the Board for the teacher in a mutually agreed upon type of account. The twenty (20) percent of salary for each of the four years (or semesters), plus all accrued interest, shall be paid to the teacher in the leave year (or semester) of the Plan.

or

(c) any other mutually agreeable arrangement.

8.11.4 Payments shall be made on the regular schedule - twenty-six (26) pays annually, or in two lump sum payments-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 and by mutual agreement for Article 8.11.3(c).

8.11.5 Benefits

The teacher on leave shall, subject to continuing eligibility, be responsible for benefit plans in Article 7: 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 Return From Leave

Upon return from the leave, the teacher shall be reinstated in a position at least equivalent to the one 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

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

8.11.8 Pension

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

8.11.9 Withdrawal From Plan

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.

8.11.10 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 year. If a deferral is necessary, the teacher shall be notified prior to December 31st of the calendar year in which the leave was to take place. If a deferral is necessary, the teacher may choose to remain in the Plan, and any monies accumulated by the teacher shall be retained until the leave of absence.
- (b) In the event the teacher is, for personal reasons, unable to take the leave, the teacher may defer such leave for one (1) year. No deduction shall be made during the year of deferral.

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

8.11.12 The Board and the Brant Secondary Local Teacher Bargaining Unit of OECTA assume no responsibility for any consequences arising out of this Plan relative to effects on Teachers' Superannuation provisions, income tax arrangements, Employment Insurance (EI), the Canada Pension Plan (CPP), or any other liabilities incurred by a teacher as a result of participation in this Plan. The participating teacher shall 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 education duties for the elected Union Representatives of the Brant Haldimand-Norfolk OECTA Unit(s).

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).

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- 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 Representative shall be granted leave on an alternate plan, mutually agreed on by the Superintendent of Education 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 Interim Union Representation
- (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 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 Article 8.12.1 and Article 8.13 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 Negotiation Committee

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 expiry 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 15th 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 and 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 1st of each year.

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

Article 9 FEES

9.01 OECTA Fees

9.01.1 OECTA 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 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 OECTA or another organization if so requested by the Association.

9.01.3 Unit Levy

- (a) The Board shall deduct from each teacher a levy, from each of the twenty-six (26) pays as requested by the Association. The funds shall be remitted to the appropriate local OECTA Unit.
- (b) The Association shall submit the list of all teachers who shall be included in this deduction prior to September 1st of each year. Any additional names shall be forwarded to the Board at the earliest possible time.

9.01.4 The Unit shall notify the Board of the amount of the levy that is to be deducted, by August 1st of each 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 OECTA fee and unit levy.

9.02 College of Teachers' Fee

9.02.1 The Board shall deduct from 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 increase substantively, the Board and the Association agree to increase the number of equal deductions.

Article 10 COMPENSATION

10.01 Salary Schedule

10.01.1 Payment Periods

Each teacher shall be paid on a Direct Deposit System. Payments shall be deposited directly into each teacher's personal account in the financial institution of each teacher's choice. 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.

10.01.2 Salary Grid Change

The first pay for a teacher during a pay period when salary grids change for that teacher shall be a blended payment based on the actual number of days worked under the old salary grid and actual number of days worked under the new salary grid.

10.01.3 Where a teacher is hired after the start of the school year, such teacher shall be paid salary in the proportion that the total number of school days bears to the total number of days which said teacher is employed in that year.

10.01.4 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.

10.01.5 Teacher shall be issued a statement confirming annual salary and years of experience no later than September 30th of each year.

10.01.6 Position of Responsibility

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 received.

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10.02 Teachers' Salary Grid

10.02.1 As of August 31, 1998 the teacher's salary grid shall be as follows:

Years Exp.	A0	A1	A2	A3	A4
0	28,526	31,007	32,464	34,847	37,336
1	30,479	33,129	34,758	37,563	40,259
2	32,431	35,251	37,053	40,278	43,182
3	34,383	37,373	39,347	42,994	46,106
4	36,335	39,495	41,642	45,710	49,029
5	38,287	41,616	43,936	48,426	51,953
6	40,239	43,738	46,231	51,142	54,876
7	42,191	45,860	48,525	53,857	57,800
8	44,144	47,982	50,819	56,573	60,723
9	46,096	50,104	53,114	59,289	63,647
10	48,048	52,226	55,408	62,005	66,570

10.02.2 Effective November 1, 1999, the teacher's salary grid shall be increased 0.75% as follows:

Years Exp.	A0	A1	A2	A3	A4
0	28,740	31,240	32,707	35,108	37,616
1	30,708	33,377	35,019	37,845	40,561
2	32,674	35,515	37,331	40,580	43,506
3	34,641	37,653	39,642	43,316	46,452
4	36,608	39,791	41,954	46,053	49,397
5	38,574	41,928	44,266	48,789	52,343
6	40,541	44,066	46,578	51,526	55,288
7	42,507	46,204	48,889	54,261	58,234
8	44,475	48,342	51,200	56,997	61,178
9	46,442	50,480	53,512	59,734	64,124
10	48,408	52,618	55,824	62,470	67,069

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10.02.3 Effective February 1, 2000 the teacher's salary grid shall be increased 0.25% as follows:

Years Exp.	A0	A1	A2	A3	A4
0	28,812	31,318	32,789	35,196	37,710
1	30,784	33,461	35,106	37,939	40,662
2	32,756	35,604	37,424	40,682	43,615
3	34,727	37,747	39,741	43,425	46,568
4	36,699	39,891	42,059	46,168	49,520
5	38,671	42,033	44,376	48,911	52,474
6	40,642	44,176	46,694	51,654	55,426
7	42,614	46,319	49,011	54,397	58,379
8	48,586	48,463	51,328	57,140	61,331
9	46,558	50,606	53,646	59,883	64,285
10	48,529	52,749	55,963	62,626	67,237

10.03 Allowances

10.03.1 Major Department Heads

As of September 1, 1998, major department heads shall receive a basic salary at teachers' category plus an allowance of \$4,747.00.

10.03.2 Minor Department Heads

As of September 1, 1998, minor department heads shall receive a basic salary at teachers' category plus an allowance of \$2,971.00.

10.03.3 Assistant Department Heads

As of September 1, 1998, assistant department heads shall receive a basic salary at teachers' category plus an allowance of \$1,909.00.

10.03.4 Consultants and Co-ordinators

- (a) Consultants and co-ordinators shall be defined as follows: Fully qualified teachers holding designated positions as consultants or co-ordinators who have had special training in the field which they are working and who have been relieved of teaching duties for program development, for consultation with principals and for giving classroom assistance in programs and techniques.
- (b) As of September 1, 1998, consultants and co-ordinators shall receive a basic salary at teachers' category plus an allowance of \$4,729.00.
- (c) As of September 1, 1999, consultants and co-ordinators shall receive a basic salary at teachers' category plus an allowance of 7.75% of the **A4** maximum grid salary.

10.03.5 Department Heads

As of September 1, 1999, department heads shall receive a basic salary at teachers' category plus an allowance of \$4,747.00.

10.04 Graduate Degree Allowance

10.04.1 The allowance for a graduate degree shall be eight hundred and twenty-one dollars and eight-nine cents (\$821.89).

10.04.2 Any teacher on staff as of September 1st, 1985 who, on that date, holds one or more graduate degrees not used for definition of level, shall receive payment of eight hundred and twenty-one dollars and eighty-nine cents (821.89) for each such degree.

10.04.3 Teachers on staff on January 1st, 1986 who are not enrolled in a graduate degree programme shall not be eligible to receive an allowance for more than one (1) degree.

10.04.4 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 shall be recognized retroactive to the same September 1st.

10.04.5 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 shall be recognized retroactive to the prior January 1st.

Article 11 JUST CAUSE

11.01 No teacher shall be disciplined, suspended, demoted, or dismissed without just cause.

11.02 Disciplinary Procedure

Disciplinary procedures for all teachers, either written or verbal, shall be conducted in a professional manner.

11.03 The Board shall provide a teacher with ten (10) working days written notice if termination of employment.

11.04 Such notice shall state the reason(s) for termination.

11.05 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 Grievances

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 Time Limits

The time limits in this Article are mandatory except as noted in Article 12.04.9.

12.01.3 Definition

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.

12.01.4A 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.

12.01.6 Complaint

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 and a representative appointed by the Local Bargaining Unit executive. Teachers not directly responsible to a principal shall proceed to Step One.

12.01.7 Failing resolution following discussions as per Article 12.01.6, the complaint may then be grieved in the following manner:

12.02 Step One

12.02.1 A grievance shall be submitted in concise written form to the Superintendent of Human Resources, 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.

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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 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.

13.03.3 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 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.

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- 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.
- 12.04.10 The decision of the majority of the Arbitration Board will be final and binding upon the parties hereto and if there is no majority decision, the decision of the chair will be final and binding upon the parties thereto.
- 12.04.11 Each of the parties will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the chairperson of the Arbitration Board.
- 12.04.12 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 five (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 (OLRA)

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 RETIREMENT GRATUITY

13.01 Teachers Employed By The Former Brant County RCSS Board

All gratuity buyout shall terminate December 31st, 2000.

Article 14 DENOMINATION

14.01 The provisions of this agreement shall not be construed as to prejudicially affect the rights and privileges of affected the rights and privileges of the Board with respect to the employment of the teacher employed by Roman Catholic Separate School Boards under the *Constitution Act*, 1867.

Article 15 CONTINUING EDUCATION

15.01 Definition

15.01.1 For the purposes of this Agreement, a Continuing Education Teacher shall be defined as any secondary teacher employed by the Board to teach credit courses which are funded by Continuing Education grants.

15.01.2 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.

15.02 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 15.03.

15.03 Rate of Pay

15.03.1 Teacher

All continuing education teachers shall be paid at the rate of thirty (30) dollars per hour.

15.03.2 Supervisor

The Board shall pay the supervisor who is in charge of Continuing Education the following rate of pay:

- (a) Summer School
Two (2) thousand dollars.
- (b) Night School
Two (2) thousand dollars per semester

15.03.3 A night school supervisor who is a full-time statutory teacher employed by the Board shall have his/her teaching load defined as two-thirds (2/3) that of a full-time teacher.

15.04 Layoff

15.04.1 A Teacher may be laid off where there is insufficient enrolment for the program after the commencement of classes, provided the Board gives the Teacher at least forty-eight (48) hours advance written notice.

15.04.2 A Continuing Education Teacher shall be considered to be laid off at the end of the assignment provided there is no other assignment available.

The Brant Secondary OECTA Collective Agreement 1998 - 2000

- 15.05 Leave
- 15.05.1 Continuing Education Teachers shall be entitled to Parental, Pregnancy, and Adoption Leave in accordance with the provisions of the *Employment Standards Act*.
- 15.05.2 Continuing Education Teachers shall be entitled to bereavement leave of one day with pay.
- 15.05.3 Continuing Education Teachers shall be granted a Leave of Absence for personal reasons, without pay and without loss of seniority, for a period not to exceed two modules.
- 15.06 Recognition
- 15.06.1 If a Continuing Education Teacher is employed by the Board as a regular teacher, recognition shall be given for salary and seniority purposes for full secondary credit courses (90-120 hours).
- 15.06.2 Fractional credit courses may be accumulated to constitute a full-credit course.
- 15.06.3 An upgrading credit course shall be counted as one-half (1/2) of a full credit course.
- 15.06.4 No teacher shall accrue more than one year of experience for salary purposes.
- 15.06.5 Recognition of seniority shall be determined in accordance with Article 3.03 of the Collective Agreement.

APPENDIX A: MEMORANDUM OF SETTLEMENT

Memorandum of Settlement
Between
Ontario English Catholic Teachers' Association
and
The Brant Haldimand-Norfolk Catholic District School Board

The parties agree that this memorandum is an interim arrangement between the local secondary teachers bargaining unit and the Brant Haldimand-Norfolk Catholic District School Board such agreement shall become effective on October 24, 1998, and will remain in full force and effect until October 24, 1999, or until a new Collective Agreement is concluded, whichever is earlier.

1. All items agreed upon by the parties for inclusion in the Collective Agreement as at October 18, 1998, shall be in effect. All other articles shall remain in effect as per the expired Collective Agreement unless specified in this memorandum.
2. All outstanding staffing grievances with the local secondary teachers bargaining unit as at October 18, 1998, shall be withdrawn.
3. Each classroom teacher shall be assigned 1,250 minutes of instructional time on average during the school year. **As** part of this 1,250 minutes a teacher will be required to perform 125 minutes per week of assigned instructional time as follows:
 - (a) Article 13.02 - Supervision Duties from the expired Collective Agreement, plus a maximum of ten (10) on-calls and /or other assigned instructional duties per semester;
 - (b) An adjustment of the timetable to accommodate the delivery of the 1,250 minutes.
4. Article 3.03(c)(i), **3.03(c)(ii)**, and **3.03(c)(iii)** of the expired Collective Agreement shall be suspended such that all teachers in positions of responsibility shall teach three(3) out of four (**4**) assigned classes per semester. The Board shall make all reasonable efforts to implement this provision as soon as possible, but no later than November 15, 1998.
5. Article 3.05 of the expired Collective Agreement shall be suspended such that there shall be three (3) full-time teacher Guidance Councillors at each secondary school assigned to four periods a day.
6. Article 3.06(b) of the expired Collective Agreement shall be suspended such that there shall be one (1) full-time teacher Librarian at each secondary school assigned to four (4) periods a day. Library technicians may be reassigned as determined by the Board.
7. The Board reserves the right to re-timetable any teacher in the bargaining unit for the remainder of the first semester and for the second semester.
 - a. The parties will negotiate any unresolved issue and will bargain in good faith to conclude a Collective Agreement.

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9. The parties commit to negotiate for a minimum of seven (7) days, in blocks of two (2) days, excluding Saturdays and Sundays commencing April 1, 1999. The Board and OECTA agree to address all outstanding issues as of the aforementioned date.
10. In the event that the parties are unable to reach a Collective Agreement, the parties agree to Voluntary Binding Arbitration under the OLRA on all outstanding issues. The parties agree to retain Graham McKechnie as the sole arbitrator. Such arbitration shall be scheduled no later than May 30, 1999 for a disposition within thirty (30) days thereof.
11. The Board shall prepare timetable for teacher based on a 6 out of 8 schedule for the year 1999 to 2000 and may also prepare timetables based on a 7 out of 8 schedule for the year 1999 to 2000.

LETTER OF INTENT #1

Campus Ministry

- (a) There shall be a minimum of one **(1)** campus ministry position at each school.
- (b) No teacher currently assigned to the position of campus minister shall lose the position as a result of the implementation of (a) above.
- (c) In the event that a teacher is assigned to the position of campus minister, such teacher shall be assigned to the local OECTA secondary bargaining unit.

CAIRO INDEX

Effective Date:		Expiry Date:	
Settlement Date:		Wage Reopen Date:	
Sector 1:	COMMUNITY, BUSINESS AND PERSONALS	SIC Code:	802
Sector 2:	NON-COMMERCIALSECTOR	Metro Area Code:	543
Sector 3:	EDUCATION, HEALTH AND WELFARE	Province:	Ont.
Jurisdiction:	30 - PROV	Responsibility Code:	ONT
Number of Employees:	110	Settlement Stage:	
Structure of CB:	1111	Current Agreement Ind:	C
Duration of Negotiations:		Duration of W.C. :	

TOMBSTONE FILE

Date of First Agreement on File:		Activity Code:	A
Joint-Bargaining Number of Employees:		Sample Indicator:	Non-Sample
Fishing/Working-Condition:		Copy Code:	

Master Agreement Number if Member of Joint-Bargaining Unit:

Company Name: Official Language: **English**English: **Brant/Haldimand-Norfolk CDSB (Secondary)**French: **Brant/Haldimand-Norfolk Catholic District School Board**

Historical Link(s):

Link: **Merge** From Date: **1998/01/01** Agreements: **0978303**

Occupation(s):

Code: **011** Description: **secondary teachers**

Union(s):

Code: **0123** Local:Name: **Ontario English Catholic Teachers' Association**Affiliation Code: **3** Affiliation Desc.: **CLC**

Location(s):

Brantford, Ont.

Health Plan Codes:

Health: Insurance: Pension: **350006** Other:

52

SURVEY FILE

Short Company Name: **Brant/Haldimand-Norfolk Catholic District School Board**

Contact Method: **Write**

Action Frequency Count:

Next Action Date:

Contact Information:

Company Name: **Brant/Haldimand-Norfolk CDSB**

Title:

Telephone: **(519) 756-6505**

Street:

P.O. Box 217, 322 Fairview Drive

City:

Brantford

Province: **Ont.**

Postal Code:

N3T 5M8

Correspondence Language: **E**