

AGREEMENT

BETWEEN

**THE RENFREW COUNTY CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "BOARD")**

and

**THE LOCAL TEACHER BARGAINING UNIT OF OECTA
(hereinafter called the "LTBU")**

and

**THE ONTARIO ENGLISH CATHOLIC TEACHER'S ASSOCIATION
(hereinafter called "OECTA")**

EFFECTIVE FROM

September 1, 1998 to August 31, 2000

Glossary

In this Agreement,

"Board" means the Renfrew County Catholic District School Board;

"classroom" means either a room for which a separate Daily Register is maintained or a room which accommodates exceptional pupils who have been placed in a self-contained special education class; and a classroom may be full-time or part-time depending upon either the period of time per day during which the pupils are registered or the average period of time per day during which a room functions as a self-contained special education classroom;

"continuous years service" means continuous service with the Board uninterrupted by resignation or termination.

"experience allowance" means a salary allowance granted to a Teacher in recognition of past teaching experience;

"homeroom" a period of time at the secondary school level during which a teacher or teachers meet with a specific group of pupils for the purpose of carrying out group guidance, mentoring, taking attendance, and other such business as may be deemed appropriate by the principal. It is not to be used as an academic instructional period.

"increment" means the same as experience allowance when it refers specifically to an allowance for experience gained by a Teacher while employed by the Board during the school year immediately preceding the current school year;

"leave of absence" means absence from the place of employment for a specified period under specified conditions with the approval of the Board;

"letter of permission" means a statement issued by Ministry of Education and Training, authorizing a board to employ as a Teacher for a specified period not exceeding one school year, a person who does not hold a valid certificate of qualification as a Teacher in an elementary or secondary school in Ontario.

"Local Teacher Bargaining Unit (LTBU)" formerly known as the branch affiliate, LTBU means the local unit of OECTA comprised of all teachers employed by the Board covered by this Agreement.

"OECTA" means the Ontario English Catholic Teachers' Association;

"Minister" means the Minister of Education and Training;

"month" means twenty consecutive teaching days, the sequence of which shall be broken by summer holidays but shall not be broken by Christmas holidays, winter holidays, professional activity days, approved leave of absence, absence due to illness, absence for less than a full day, or teaching in more than one school;

"part-time" means a teacher employed by a board on a regular basis for other than full-time duty;

"predecessor boards" the Renfrew County Roman Catholic Separate School Board and all boards that were combined to form the Renfrew County Roman Catholic Separate School Board. It is understood and agreed that the following boards and school are deemed to be included in the definition of predecessor boards: the Pembroke District Catholic High School Board, the Renfrew St. Joseph's High School Board and Rivercrest Catholic School;

"regulations" regulations means regulations made under the Education Act.

"service" means, effective September 1, 1981, the total of:

- a) the period or periods of employment with salary under probationary or permanent contract with the Board and its predecessor boards up to and including August 31, 1998; and
- b) the period or periods of employment with salary as a Teacher in the regular day school program in an elementary or secondary school while a member of the Ontario College of Teachers from and including September 1, 1998.

]It is understood and agreed that service as an occasional teacher is not included in the above definition of service, save and except for service prior to September 1, 1981. Service from September 1, 1981 shall accrue in the ratio that the salary received from the Board bears to the salary the Teacher would receive as a full-time Teacher in accordance with Article 7:01.

"teacher" means a person,

- i) who holds a certificate of qualification as a teacher in an elementary or secondary school in Ontario and is a member in good standing with the Ontario College of Teachers or
- ii) who is employed to teach as a temporary teacher under the authority of a letter of permission

"temporary teacher" means a person employed to teach under the authority of a Letter of Permission;

"termination" means cessation of employment by the Board.

ARTICLE I RECOGNITION / REPRESENTATION

1.01 Scope of the Agreement

This Collective Agreement shall apply to all teachers, other than supervisory officers, principals, vice-principals or occasional teachers, who are members of the Ontario English Catholic Teachers' Association (OECTA) and who are employed by the Renfrew County Catholic District School Board (the Board) and who are assigned to one or more elementary or secondary schools or to perform duties in respect of such schools all or most of the time.

1.02 Designated Bargaining Agent and Bargaining Unit

The Renfrew County Catholic District School Board (the Board) recognizes the Ontario English Catholic Teachers' Association (OECTA) as the designated bargaining agent for all teachers, other than supervisory officers, principals, vice-principals or occasional teachers, who are members of the Ontario English Catholic Teachers' Association and who are assigned to one or more elementary or secondary schools or to perform duties in respect of such schools all or most of the time.

1.03 The Negotiating Committee for the Board and the Negotiating Committee for the Local Teacher Bargaining Unit (LTBU) shall be recognized in accordance with the provisions of the Ontario Labour Relations Act and Part X.1 of the Education Act.

1:04 (a) The President of the LTBU shall appoint the Teacher representative to all Board/Teacher joint committees.

(b) (i) The Board and OECTA agree that any issues related to the collective agreement are the sole responsibility of the LTBU Negotiating Committee.

(ii) The Parties agree that issues related to the collective agreement shall not be the subject for discussion or recommendation by joint committee.

1:05 The obligations of the Board and of the Teachers are subject to such statutory or regulatory provisions pertaining to the administration of education as is now or may from time to time be in effect.

ARTICLE II DURATION AND RENEWAL

2.01 Duration and Renewal

This Collective Agreement becomes effective on September 1, 1998 and shall remain in effect until August 31, 2000 and from year to year thereafter without change, unless written notice of a desire to bargain is given by either Party within the period of 6 months before the Agreement ceases to operate.

2:02 Amendments to Collective Agreement

Amendments may be negotiated and implemented by mutual agreement of the Parties.

2:03 Distribution of Agreement

Within 60 working days of the signing of a new Agreement the Board shall make and distribute to the schools a sufficient number of copies of the Agreement so that one will be available for each Teacher.

ARTICLE III TERMS OF EMPLOYMENT

3:01 (a) Discipline

No Teacher shall be disciplined, demoted or discharged except for just cause. The Board recognizes that a teacher has a right to have an OECTA or a LTBU representative present in formal discipline meetings involving reprimands, suspensions with or without pay and dismissal.

- (b) The Parties pledge to work for the Roman Catholic goals of education and are committed to the promotion of Roman Catholic principles, philosophy and practices in the schools.

3:02 Transfers

- (a) Teachers may be transferred by the Board to a school located in a municipality which is within 33 km of the municipality via public road in which the Teachers are presently teaching. If Teachers so transferred, effective September 1, relocated their residence by December 31 of the same year to a point which is:
- (i) within the same municipality as, and
 - (ii) closer to the school to which they have been transferred, the Board shall give them a relocation allowance of \$750.
- (b) A transfer beyond the distance defined in 3:02(a) shall be by mutual agreement between the Board and the Teacher.
- (c) When a Teacher is transferred as in 3:02(b), the Board shall bear the actual cost of moving furniture and household effects, plus a relocation allowance of \$750, if the Teacher moves 24 km or more closer to the school to which the Teacher has agreed to transfer.
- (d) The Board shall not pay moving costs except for Teachers to whom 3:02(b) and (c) apply.
- (e) Where the Board is considering moving a Teacher within a municipality, the Board will endeavour to inform the Teacher by May 1st or within ten (10) working days of a resignation (whichever day is later), for transfers to take effect the subsequent September, and by November 1st for transfers to take effect the subsequent January 1st for elementary teachers or the end of the first semester for secondary teachers.

- (f) The Board agrees to establish a registry to enable Teachers to record an interest in a transfer to a specific location or locations. The following will be the procedures:
 - (i) A Teacher wishing to express interest in a transfer to a specific location or locations must do so in writing to the Superintendent of Education responsible for instructional staffing;
 - (ii) The Registry List shall become null and void on September 30 each year. Teachers wishing to have their names appear on the list for a further one year period, must reapply;
 - (iii) When a vacancy occurs in a location where a Teacher has registered interest, the Board shall notify said Teacher of said vacancy;
 - (iv) It is agreed that this article shall not apply to positions covered in Article 3:03(a)(i) and 3:03(a)(ii).

3:03 Posting

- (a) The Board shall advertise first in all the schools under its jurisdiction the following:
 - (i) positions which are to be filled by promotions including new positions or new classifications;
 - (ii) positions with respect to which the Board has accepted resignations or has approved leaves of absence or has approved transfers by April 15th and October 15th, and which shall become vacant the subsequent September 1st for elementary and secondary teachers and January 1st for elementary teachers and the end of the first semester for secondary teachers respectively.
 - (iii) No advertisements will be posted in the month of July. Postings that take place in this time period will be posted on or about August 10th and as they occur after that date.
 - (iv) A copy of all advertisements will be sent to the LTBU Office at the same time that they are sent to the schools.
 - (v) Part-time Teachers covered by this Agreement who wish to increase their status up to and including full-time, shall be given preference by the Board over external hirings when positions become available.

3:04 Personnel Files

Upon giving reasonable notice to the Manager of Human Resources Services, a Teacher shall be allowed to review their personnel file with the exception of confidential letters of reference and documents covered by the Municipal Freedom of Information and Protection of Privacy Act with respect to third party, etc. The Teacher may review their file in the presence of the

Manager of Human Resources Services or her designate. Such access time will be scheduled by the Manager of Human Resources Services.

3:05 Retirement Age

- (a) Teachers shall retire effective August 31 of the calendar year in which they become sixty-five.
- (b) If requested by the Teacher, the Board may extend the age of retirement beyond that specified in Clause 3.05 (a).

3:06 Part-time Teachers

- (a) Part-time Teachers are expected to attend Professional Activity Days, equivalent to the percentage of time taught.

3:07 Board Policy Manual and Staff Listing

- (a) The Board shall provide updated changes to the Board's Policy Manual to the President of the LTBU no later than October 15 of each school year.
- (b) The Board shall provide a draft copy of "School Administrative, Academic and Support Staff" to the President of the LTBU no later than October 15 of each school year and the final updated version after it has been compiled and is ready for distribution.

3.08 Teacher Lunch

Unless alternate arrangements are mutually agreed to between a teacher and a principal each teacher shall have a 40 minute uninterrupted lunch period. Each school year the Principal shall prepare a lunch supervision schedule that ensures that each teacher has a 40 minute uninterrupted lunch period. The provision of such a lunch period shall be done utilizing the existing staff complement and without the hiring of additional staff. In the event that such a schedule cannot be prepared by September 30th the Principal concerned may refer the matter to the appropriate Supervisory Officer for a final resolution.

3:09 Seniority, Redundancy and Other Terminations

- (a) Seniority
 - The Board shall compile for the President of the Local OECTA Unit a seniority list which shall specify for each Teacher:
 - (i) the Teacher's length of continuous service with the Renfrew County Catholic District School Board or predecessor Boards, including approved loan of service and approved Teacher exchange.

- (A) In the case of a Teacher who was employed by the Renfrew County Roman Catholic Separate School Board as of June 30, 1986, and who has maintained continuous service thereafter, total service with the Renfrew County Catholic District School Board shall be deemed to be continuous service for the purposes of calculating seniority.
 - (B) Teachers in the employ of the Renfrew County Board of Education made redundant by the completion of the separate school system pursuant to Bill 30, who were hired by the Board, shall have years of service with the Renfrew County Board of Education deemed to be years of service with the Board for the purpose of calculating seniority
 - (ii) the Teacher's total length of service as a qualified Teacher, and
 - (iii) the Teacher's QECO Evaluation. A copy of the list shall be given to each principal, each School OECTA Staff Representative and to the President of the Local OECTA Unit on or before October 15 and March 15 of each school year.
- (b) Redundancy
- Where reduction of teaching staff is necessary for any reason, reduction shall be made on the following basis and in the following order, subject to the conditions outlined in (c) and (d):
- (i) normal attrition;
 - (ii) reverse order of seniority determined by length of continuous service with the Renfrew County Catholic District School Board or predecessor Boards, including approved loan of service and approved Teacher exchange.
 - (A) In the case of a Teacher who was employed by the Renfrew County Roman Catholic Separate School Board as of June 30, 1986, and who has maintained continuous service thereafter, total service with the Renfrew County Catholic District School Board shall be deemed to be continuous service for the purposes of this notice.
 - (B) Teachers in the employ of the Renfrew County Board of Education made redundant by the completion of the separate school system pursuant to Bill 30, who were hired by the Board, shall have years of service with the Renfrew County Board of Education deemed to be years of service with the Board for the purpose of calculating seniority.
 - (iii) reverse order of seniority determined by the length of service as a qualified Teacher;
 - (iv) QECO Evaluation as specified in Article 4:01 with Teachers in Category D to be declared redundant before those in Category C; C before B; B before A1; A1 before A2; A2 before A3; and A3 before A4.

- (c) Exemptions to Redundancy
 - (i) A Teacher may be exempted from being declared redundant under (b) in order to safeguard special program needs of the Board, provided that Teacher cannot be replaced by a member of the LTBU with greater seniority who is willing to accept that Teacher's duties and has the qualifications in that special program.
 - (ii) Where, under (b), fewer Teachers than the number in a given classification are declared redundant, selection of the one or more to be declared redundant shall be by lot.
 - (iii) Declarations of redundancy shall be on a system-wide basis.

- (d) Notice
 - (i) Teachers dismissed because of redundancy shall be so notified not later than the May 1st preceding the August 31st on which the dismissal becomes effective.

- (e) Recall
 - (i) Teachers dismissed because of redundancy shall be rehired if positions for which they are qualified to fill become vacant. Candidates shall be considered for rehiring in the order which is the reverse of the order of dismissal.
 - (ii) The right of recall for redundant Teachers shall terminate two years after their last day of employment with the Board. Teachers recalled within the two-year period shall maintain seniority and sick leave credits, and their continuous service with the Board shall not be broken by their period of non-employment due to redundancy.
 - (iii) The following steps shall be followed in recalling redundant Teachers:
 - A) The Board shall offer redundant Teachers an available position by telephone, by courier or by personal delivery.
 - B) Redundant Teachers, within seven (7) calendar days of the date of offer, shall advise the Board in writing of their decision to accept or reject it.
 - C) If a Teacher fails to reply within the time specified or does not accept the offer, the right of recall shall be forfeited.

- (f) Statement of Termination

Any Teacher declared redundant will be given a statement that the position was terminated because the Teacher was surplus.

- (g) Any Teacher who has been declared redundant shall be granted a maximum of one school day without loss of pay or sick leave credits for the purpose of seeking alternative employment.

(h) Resignations/Retirements

Teachers who wish to terminate their employment with the Board shall give notice, in writing, to the Board on or before April 15th to be effective for August 31st. Teachers who wish to terminate their employment with the Board shall give notice, in writing, to the Board on or before October 15th to be effective for December 31 for elementary Teachers or for the end of the first semester in a secondary school for secondary Teachers. By mutual consent, in writing, a Teacher and the Board may agree that the Teacher may retire or resign on a different date.

3.10 Class Size

The Board shall assign sufficient teaching staff to ensure that the average system wide class size provision of 25:1 in elementary schools and 22:1 in secondary schools as defined in the Education Act and its Regulations shall be maintained.

3:11 Appointments

- (a) Appointments of Co-ordinators and Organizational Unit Heads are to be on an annual basis. It is understood and agreed that these appointments will be restricted to teachers who are members of the LTBU or teachers who can become members of the LTBU.
- (b) Appointments of Consultants will be restricted to teachers who are members of the LTBU or teachers who can become members of the LTBU.

3:12 Temporary Letter of Approval

Any individual holding a position on the authority of a Temporary Letter of Approval is expected to take steps toward qualification.

3.13 Department Head

- a) For the 1998-1999 school year the Board shall maintain the number of Department Heads which were in place on September 1, 1998.
- b) Commencing for the 1999-2000 school year the number of Department Heads in the Board shall be based on the ratio of 9.0 Department Heads per 1,000 full time equivalent secondary school students.
- c) The organization of subjects within a department or program area shall be as recommended by the Principal and approved by the Superintendent by May 15 with respect to the following September 1st.

3:14 Probationary Period

A teacher who has less than three years teaching experience as a teacher in an elementary or secondary school in Ontario and who has been newly hired by the Board shall be on probation until he or she has actively taught for the Board for one school year. At its discretion the Board may extend the above probationary period for one additional school year.

A teacher who has more than three years teaching experience as a teacher in an elementary or secondary school in Ontario and who has been newly hired by the Board shall be on probation until he or she has actively taught for the Board for one school year.

It is understood and agreed that the above teaching experience does not include teaching experience as an occasional teacher.

3.15 Elementary Teacher Preparation Time

- (a) Full-time Teachers in the elementary schools shall be granted a minimum of twenty (20) minutes per day, during the pupil instructional schedule for the purpose of preparation, planning and evaluation exclusive of lunch and recess periods. Subject to mutual consent, the schedule of time (preparation) may be altered provided that no full-time Teacher will be given less than 100 minutes per week and such re-scheduled times shall be reported to the local unit.
- (b) Part-time Teachers in the elementary schools shall be granted preparation time as defined in Clause 3:15 (a) pro-rata to their employment time (i.e. 50% Teachers receive 10 minutes of preparation time per day).
- (c) Commencing for the 1999-2000 school year full time teachers in the elementary schools shall be granted a minimum of 175 minutes per five (5) day pupil instructional cycle for the purposes of preparation, planning and evaluation. The Parties agree that the above preparation time shall not be scheduled during the two 15 minute pupil recesses nor during the individual teacher's 40 minute lunch period.
- (d) Commencing for the 1999-2000 school year part time teachers in the elementary schools shall be granted preparation time as defined in Clause 3.15 (c) pro-rata to their employment time (i.e. 50% teachers receive 87 minutes of preparation time per five (5) day pupil instructional cycle).

3.16 Secondary Teacher Workload

- (a) During the course of a school year every full time secondary school classroom teacher (9-OAC) shall be assigned the equivalent of six (6) instructional credit periods (1125 minutes of instructional time per five day instructional cycle) plus homeroom.
- (b) Full time secondary school classroom teachers will be assigned 125 minutes of additional instructional time per week to meet the requirements of section 170.2 of the Education Act as amended.
- (c) Part-time secondary school classroom teachers shall be assigned a teaching workload and preparation/evaluation duties on a prorated basis in the same ratio that the part time employment bears to full time employment.
- (d) No secondary school classroom teacher will be assigned more than three (3) instructional credit periods in a semester in a semestered school unless by mutual written consent of the Principal and the individual teacher.

3:17 Where a school board has been authorized to commence the school year prior to September 1, Teachers shall be paid according to the collective agreement which will come into effect that September.

ARTICLE IV QECO PLACEMENT

- 4:01 (a) Definitions of Categories shall be according to the Qualifications Evaluation Council of Ontario, Program 4, hereinafter called QECO.
- (b) Statements of Evaluation from QECO only, are included in the definitions of Categories except as provided in Articles 4:03 and 6:06.
- 4:02 Teachers who become employees of the Board during the term of this Agreement shall submit to the Director a Statement of Evaluation from QECO within 120 days of being requested to do so by the Director.
- 4:03 Until Teachers comply with Clause 4:02, they shall be placed in the Category to which their academic qualifications equate, in the opinion of the Director.
- 4:04 (a) Any persons who have applied for, but who have not received a QECO Evaluation, shall be placed in the Category to which their academic qualifications equate, in the opinion of the Director, pending the receipt of a QECO Statement of Evaluation.

When the QECO Statement of Evaluation has been received, the Teacher's salary shall be adjusted retroactively, if necessary, in accordance with the qualifications which were held at the time of the Teacher's commencement of duties or otherwise in accordance with Article 6 - Salary.

- (b) The terms of Article 4 shall apply also to persons with an interim Certificate of Qualification from the Ontario College of Teachers.

ARTICLE V EXPERIENCE

- 5.01 a) Given that X% represents the percentage of full-time during which a Teacher is employed by the Board in a position that is part of the regular teaching staff in the regular day school program, a Teacher who is absent during this school year for fewer than X% of 50 school days shall be credited August 31 with X% of one year of experience. It is understood and agreed that temporary teachers are not eligible for experience allowance and increment increases.
- (b) Unused accumulated sick leave days may be transferred to achieve the number of days required in 5.01(a), subject to the following conditions:
- (i) Teachers by August 31 immediately preceding the school year in which they desire the transfer of days to apply, shall have accumulated during their period of employment with the Board and/or a predecessor board a total of seventy-five or more days of sick leave credits;
 - (ii) Teachers may transfer the lesser of 9 accumulated sick leave days or 5% of accumulated sick leave days;
 - (iii) Teachers shall notify the Director of Education in writing by September 15 of the applicable school year of their decision to exercise this option.
- (c) The sum of:
- (i) the number of days of teaching experience during this school year that cannot be credited under Article 5.01(a), and
 - (ii) the number of days of teaching experience heretofore uncredited but carried forward from one or more previous school years since September 1, 1969, as a balance for possible credit in a subsequent year, shall be divided by 20 and the quotient shall be credited August 31 as tenths of a year of experience.
- (d) A number of days less than 20 remaining after the calculation in 5.01 (c) shall be carried forward for possible credit in a subsequent school year.
- (e) Only teaching experience after certification shall be credited. An Interim Certification of Qualification is certification for purposes of experience and salary.

ARTICLE VI SALARY AND ALLOWANCE PAYMENTS AND DEDUCTIONS

6:01 Except as otherwise specifically provided for in this Agreement, the annual salary of each Teacher shall be determined in accordance with Article 7.

6:02 Teachers who have met the requirements for placement at a higher qualification category on the salary schedule shall be entitled to a salary adjustment effective from the next following January 1, May 1, or September 1, whichever occurs first, provided that he or she supplies to the Director the required documentary proof within 120 days following that specific January 1, May 1, or September 1.

6:03 The salary of a Teacher shall not be reduced except as required by Article 4:04 or as required by a change in duties or responsibilities.

04 Schedule of Salary and Allowance Payments

Salary and allowance payments are to be made by means of "direct deposit" according to the following schedule. Each teacher shall make the necessary arrangements with the Board and his or her financial institution to facilitate the above deposit. In the event that satisfactory arrangements cannot be made with the teacher's financial institution the Board reserves the right to pay the above salary and allowance payments by way of cheque. The teacher shall be provided with an itemized statement of their wages and deductions for each pay.

1998 - 1999

| | | | |
|------------------------------|--------|----------------------------|--------|
| Tuesday, September 1, 1998 | 1 pay | Tuesday, January 12, 1999 | 1 pay |
| Wednesday, September 9, 1998 | 1 pay | Tuesday January 26, 1999 | 1 pay |
| Tuesday, September 22, 1998 | 1 pay | Tuesday, February 9, 1999 | 1 pay |
| Tuesday, October 6, 1998 | 1 pay | Tuesday, February 23, 1999 | 1 pay |
| Tuesday, October 20, 1998 | 1 pay | Tuesday, March 9, 1999 | 1 pay |
| Tuesday, November 3, 1998 | 1 pay | Tuesday, March 23, 1999 | 1 pay |
| Tuesday, November 17, 1998 | 1 pay | Wednesday, April 7, 1999 | 1 pay |
| Tuesday, December 1, 1998 | 1 pay | Tuesday, April 20, 1999 | 1 pay |
| Tuesday, December 15, 1998 | 2 pays | Tuesday, May 4, 1999 | 1 pay |
| | | Tuesday, May 18, 1999 | 1 pay |
| | | Tuesday, June 1, 1999 | 1 pay |
| | | Tuesday, June 15, 1999 | 5 pays |

1999-2000 (Draft Schedule)

| | | | | |
|------------------------------|--------|--|----------------------------|--------|
| Wednesday, September 1, 1999 | 1 pay | | Tuesday, January 11, 2000 | 1 pay |
| Wednesday, September 8, 1999 | 1 pay | | Tuesday January 25, 2000 | 1 pay |
| Tuesday, September 21, 1999 | 1 pay | | Tuesday, February 8, 2000 | 1 pay |
| Tuesday, October 5, 1999 | 1 pay | | Tuesday, February 22, 2000 | 1 pay |
| Tuesday, October 19, 1999 | 1 pay | | Tuesday, March 7, 2000 | 1 pay |
| Tuesday, November 2, 1999 | 1 pay | | Tuesday, March 21, 2000 | 1 pay |
| Tuesday, November 16, 1999 | 1 pay | | Tuesday, April 4, 2000 | 1 pay |
| Tuesday, November 30, 1999 | 1 pay | | Tuesday, April 18, 2000 | 1 pay |
| Tuesday, December 14, 1999 | 2 pays | | Tuesday, May 2, 2000 | 1 pay |
| | | | Tuesday, May 16, 2000 | 1 pay |
| | | | Tuesday, May 30, 2000 | 1 pay |
| | | | Tuesday, June 13, 2000 | 5 pays |

6:05 New Position

When an academic position is created by the Board, and not covered by existing categories, the salary and additional allowances for such position shall be arrived at by mutual agreement with the President of the LTBU or his or her designate before this new position is filled.

6:06 Persons employed to teach under authority of Letters of Permission will be paid a salary equal to the minimum of Category A0.

6:07 OECTA Dues

- (a) Each Teacher of the Board who is covered by this agreement shall pay to OECTA an amount equal to the current monthly OECTA dues in accordance with the constitution and by-laws of OECTA.
- (b) The Board shall deduct from the wages of each Teacher who is covered by this agreement, a sum equal to the current monthly OECTA dues, and remit monies so deducted to OECTA not later than the 15th day of the month following the month in which the deductions were made, together with a list of the Teachers for whom the deductions were made, and the amounts of each deduction.
- (c) The Board shall notify OECTA of the names and addresses of new dues paying Teachers. The Board agrees to list the annual amount of OECTA dues paid on all T-4 slips when issued.

- (d) OECTA shall notify the Board, in writing, of the amount of its regular OECTA dues and where the remittance is to be sent. OECTA further agrees to give the Board 30 days written notice of any change in the amount of dues to be deducted.
- (e) OECTA agrees to save the Board harmless and to indemnify the Board with respect to any claim made against the Board by any Teacher or any group of Teachers arising out of the deduction of OECTA dues as herein provided.

6.08 College of Teachers Dues

Unless directed otherwise by the College of Teachers the Board shall deduct from the wages of each teacher who is covered by this Agreement the College of Teachers' fees in two equal installments during the month of January and forward the said fees to the College.

6.09 The Board shall administer a Canada Savings Bond Payroll Deduction Plan.

6.10 Salaries, allowances and deductions for absenteeism are to be calculated on the basis of the number of school days in the current school year.

6.11 Ontario Teachers' Group Investment Fund

The Board agrees to make payroll deductions for Teacher contributions to the Ontario Teachers' Group Investment Fund under the following conditions:

- (a) The Board will have no responsibility for the solicitation or processing of applications.
- (b) Tax receipts will be the responsibility of the carrier.
- (c) The deductions will be a fixed dollar amount for each Teacher (not a percentage of salary).
- d) The carrier will supply a deduction list to the Board containing the following information for each Teacher:
 - full name
 - address
 - school
 - social insurance number
 - amount of deduction per pay
 - signed authorization of the Teacher for the deduction

- (e) Enrolment in the plan shall be in September of each school year with the first deduction from salary to take place the first ten days after the Board receives a complete list of deductions from the carrier.
- (f) A new complete list must be supplied each school year (i.e. no carry forward).
- (g) The deduction for a Teacher shall not change during the year.
- (h) Notwithstanding (g) a Teacher may withdraw from the plan but may not re-enroll during that school year. All refunds will be the responsibility of the carrier and will be made directly to the Teacher.

ARTICLE VIITABLE OF SALARIES

7.01 Salary Grid

| (a) For the period September 1, 1998 to January 31, 1999 | | | | | |
|--|--------|--------|--------|--------|--------|
| YEARS | * | | | | |
| EXPERIENCE | A | A1 | A2 | A3 | A4 |
| 0 | 23,555 | 26,173 | 28,793 | 31,411 | 34,030 |
| 1 | 25,485 | 28,317 | 30,978 | 33,785 | 36,313 |
| 2 | 27,409 | 30,454 | 33,166 | 36,168 | 38,609 |
| 3 | 29,336 | 32,596 | 35,358 | 38,546 | 40,893 |
| 4 | 31,263 | 34,737 | 37,543 | 40,924 | 43,183 |
| 5 | 33,191 | 36,879 | 39,729 | 43,302 | 45,476 |
| 6 | 35,116 | 39,018 | 41,918 | 45,683 | 47,767 |
| 7 | 37,044 | 41,160 | 44,101 | 48,060 | 50,054 |
| 8 | 38,970 | 43,300 | 46,295 | 50,438 | 52,348 |
| 9 | 40,899 | 45,443 | 48,484 | 52,815 | 54,641 |
| 10 | 42,824 | 47,582 | 50,673 | 55,198 | 56,928 |
| 11 | 44,759 | 49,732 | 52,873 | 57,581 | 59,219 |
| 12 | | | | | 61,507 |
| | | | | | |
| (b) For the period February 1, 1999 to August 31, 1999 | | | | | |
| YEARS | * | | | | |
| EXPERIENCE | A | A1 | A2 | A3 | A4 |
| 0 | 24,026 | 26,696 | 29,369 | 32,039 | 34,711 |
| 1 | 25,995 | 28,883 | 31,598 | 34,461 | 37,039 |
| 2 | 27,957 | 31,063 | 33,829 | 36,891 | 39,381 |
| 3 | 29,923 | 33,248 | 36,065 | 39,317 | 41,711 |
| 4 | 31,888 | 35,432 | 38,294 | 41,742 | 44,047 |
| 5 | 33,855 | 37,617 | 40,524 | 44,168 | 46,386 |
| 6 | 35,818 | 39,798 | 42,756 | 46,597 | 48,722 |
| 7 | 37,785 | 41,983 | 44,983 | 49,021 | 51,055 |
| 8 | 39,749 | 44,166 | 47,221 | 51,447 | 53,395 |
| 9 | 41,717 | 46,352 | 49,454 | 53,871 | 55,734 |
| 10 | 43,680 | 48,534 | 51,686 | 56,302 | 58,067 |
| 11 | 45,654 | 50,727 | 53,930 | 58,733 | 60,403 |
| 12 | | | | | 62,737 |

(c) For the period September 1, 1999 to January 31, 2000

| YEARS | * | | | | |
|------------|--------|--------|--------|--------|--------|
| EXPERIENCE | A | A1 | A2 | A3 | A4 |
| 0 | 24,266 | 26,963 | 29,663 | 32,359 | 35,058 |
| 1 | 26,255 | 29,172 | 31,914 | 34,806 | 37,409 |
| 2 | 28,237 | 31,374 | 34,167 | 37,260 | 39,775 |
| 3 | 30,222 | 33,580 | 36,426 | 39,710 | 42,128 |
| 4 | 32,207 | 35,786 | 38,677 | 42,159 | 44,487 |
| 5 | 34,194 | 37,993 | 40,929 | 44,610 | 46,850 |
| 6 | 36,176 | 40,196 | 43,184 | 47,063 | 49,209 |
| 7 | 38,163 | 42,403 | 45,433 | 49,511 | 51,566 |
| 8 | 40,146 | 44,608 | 47,693 | 51,961 | 53,929 |
| 9 | 42,134 | 46,816 | 49,949 | 54,410 | 56,291 |
| 10 | 44,117 | 49,019 | 52,203 | 56,865 | 58,648 |
| 11 | 46,111 | 51,234 | 54,469 | 59,320 | 61,007 |
| 12 | | | | | 63,364 |

(d) For the period February 1, 2000 to August 31, 2000

| YEARS | * | | | | |
|------------|--------|--------|--------|--------|--------|
| EXPERIENCE | A | A1 | A2 | A3 | A4 |
| 0 | 24,509 | 27,233 | 29,960 | 32,683 | 35,409 |
| 1 | 26,518 | 29,464 | 32,233 | 35,154 | 37,783 |
| 2 | 28,519 | 31,688 | 34,509 | 37,633 | 40,173 |
| 3 | 30,524 | 33,916 | 36,790 | 40,107 | 42,549 |
| 4 | 32,529 | 36,144 | 39,064 | 42,581 | 44,932 |
| 5 | 34,536 | 38,373 | 41,338 | 45,056 | 47,319 |
| 6 | 36,538 | 40,598 | 43,616 | 47,534 | 49,701 |
| 7 | 38,545 | 42,827 | 45,887 | 50,006 | 52,082 |
| 8 | 40,547 | 45,054 | 48,170 | 52,481 | 54,468 |
| 9 | 42,555 | 47,284 | 50,448 | 54,954 | 56,854 |
| 10 | 44,558 | 49,509 | 52,725 | 57,434 | 59,234 |
| 11 | 46,572 | 51,746 | 55,014 | 59,913 | 61,617 |
| 12 | | | | | 63,998 |

(e) In each of the above grids Teachers with QECO evaluations D, C or B . will be placed at the appropriate experience level in Category A.

7.02 Clauses 7.02 to 7.05 from the Collective Agreement between the Renfrew County Roman Catholic Separate School Board and the Teachers for the term September 1, 1994 to August 31, 1998 have been placed in Appendix A. The Parties to this Agreement agree to use Appendix A as the basis for negotiations should the Principals and/or Vice-Principals be deemed to be members of the LTBU as a result of the repeal or amendment of the governing legislation or as a result of a final court decision which has not been appealed.

7:03 Principal Designate's Allowance - Elementary And Secondary

- (a) In schools in which there is not a Vice-Principal, the Teacher designated to exercise the responsibility of the Principal in the absence of the Principal, shall be paid an allowance for each day of said absence as set out in Appendix B.
- (b) The Teacher so designated shall be appointed by the Principal not later than the first Friday following Labour Day, and the appointment shall be effective for the current school year. Before making the appointment, the Principal shall have received the approval of the Director of Education for the Teacher to be designated, and the principal shall have subsequently received the written confidential consent of the Teacher to be designated. No teacher shall be appointed without his or her consent.
- (c) The Principal Designate will remain a member of the bargaining unit for the period he or she is a Principal Designate and will retain all rights and privileges accorded under the terms of the collective agreement.
- (d) The Principal Designate shall not participate in the evaluation or disciplining of teachers, including occasional teachers, in the school.
- (e) Where the Principal is absent due to illness or Board authorized leave, an occasional teacher will be called in commencing with the first day of the Principal's absence.

7.04 Acting Principal or Vice-Principal

- a) The Board may assign to a teacher the duties of an Acting Principal or Vice-Principal for a temporary period not to exceed the duration of the current school year.
- b) Any extension of this period shall only be with the approval of the LTBU. The LTBU agrees that approval will not be unreasonably withheld.
- c) No teacher shall be assigned the duties of an Acting Principal or Vice-Principal without his or her consent.

- d) Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of the collective agreement.
- e) Any teacher assigned such duties shall not participate in the evaluation of another member of the bargaining unit.
- f) The Board agrees to replace any teacher who accepts an Acting Principal or Vice-Principal for a temporary period as described in (a) and (b) above with an occasional teacher.
- g) The Acting Principal or Acting Vice-Principal shall be paid the appropriate daily rate on the Principal or Vice-Principal scale.

7:05 Co-Ordinators' and Consultants' Allowance

- (a) In addition to the salary according to Article 7.01, each Co-ordinator or Consultant shall be paid, subject to Article 7.05(b), an allowance equal to 8.86% of A4 Maximum.
- (b) Of the allowance defined in Article 7.05(a), the eligible recipient shall be paid the ratio which corresponds to the ratio of the time contracted for duties as a Co-ordinator or as a Consultant.

7.06 A Teacher who agrees to teach in a home or hospital instruction setting shall be paid for each hour of actual instruction 1/1000 of the minimum salary in the category for which the Teacher qualifies. The Parties acknowledge that the Board may hire teachers who are not members of the LTBU and who do not become members of the LTBU for these positions.

7.07 Part Time Teacher

The salary to be paid to a part-time Teacher shall be the product of the salary in Article 7.01 based on the Teacher's qualifications and experience and the percentage of full-time for which the Teacher is employed with the Board.

7.08 Organizational Unit Head Allowance

- a) For the school year 1998-1999 in addition to the salary according to Article 7.01, each Organizational Unit Head shall be paid an allowance equal to 6.05% of A4 Maximum.
- b) Commencing for the school year 1999-2000 in addition to the salary according to Article 7.01, each Organizational Unit Head shall be paid an allowance equal to 8.00% of A4 Maximum.

ARTICLE VIII TRAVEL REIMBURSEMENT

8:01 A Teacher shall be reimbursed as follows for the expenses incurred in board-authorized travel within Renfrew County:

- (a) Reimbursement shall be made for authorized travel from the designated school to and from any other school or authorized location within the Renfrew County.
- (b) The designated school is the one in which the Teacher teaches or has an office; the Board shall name the designated school with respect to an itinerant Teacher.
- (c) No reimbursement shall be paid for travel between the Teacher's residence and the designated school.
- (d) If the distance between the designated school and any other school or location to which travel is authorized, is greater than the distance from the Teacher's residence to such other school or location to which travel is authorized, then the Teacher may choose the shorter route.
- (e) When at the Board's discretion it is feasible for several Teachers to travel together, the Board may designate the number of vehicles with respect to which travel shall be reimbursed.
- (f) For period September 1st 1998 to January 31, 1999 the travel reimbursement shall be the greater of \$3.00 per car per day or \$0.27 per km per car per day. Commencing on February 1, 1999 the travel reimbursement shall be the greater of \$4.00 per car per day or \$0.30 per km per car per day.
- (g) Teachers shall not be reimbursed for travel within Renfrew County on Professional Activity Days except as outlined in (h).
- (h) Any Teacher who is responsible for the preparation and presentation of a Professional Development Program for other instructional personnel in Renfrew County Catholic District School Board Schools on a Professional Activity Day shall be reimbursed for the travel which must be undertaken to present such a program on a Professional Activity Day.

ARTICLE IX PREGNANCY AND/OR PARENTAL LEAVE

9:01 Leave of absence for pregnancy and/or parental leave shall be granted as per the Employment Standards Act of Ontario.

(a) Pregnancy Leave

- (i) Teachers who are pregnant and who have been employed with the Board for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for up to seventeen (17) consecutive weeks commencing on the date requested by the mother to commence leave, or the date of birth (whichever is first).
- (ii) Teachers taking pregnancy leave must provide at least eight (8) weeks written notice to the Director of Education advising of the date that the leave is to begin and terminate together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the woman's physician.
- (iii) In the event of complications with the pregnancy or because of the birth, still-birth or miscarriage that occurs earlier than the expected date of delivery of the child, the Teacher must within two (2) weeks of stopping work, provide written notice to the Board of the date the pregnancy leave will begin or has begun. The Teacher shall provide the Board with a certificate from her physician stating both the originally anticipated birth date plus the actual date of the birth , still-birth, or miscarriage.
- (iv) The pregnancy leave of a Teacher ends seventeen (17) weeks after the pregnancy leave began. If the Teacher wishes to return to work earlier, the Teacher shall provide the Board with at least four (4) weeks written notice of the date of return. Teachers may not return to work earlier than six (6) weeks from the date of delivery, still-birth, or miscarriage without the written consent of their physician.
- (v) Subject to the approval of the Employer Registration Division of the Canada Employment and Immigration Commission, pregnancy-related illnesses will be covered under the sick leave plan effective January 1, 1980, and the premium reduction with respect to the implementation of this plan became effective January 1, 1981.

(b) Parental Leave

- (i) If a Teacher has been in the employ of the Board for at least thirteen (13) weeks, he/she is entitled to take an unpaid parental leave for up to eighteen (18) consecutive weeks after the birth of the Teacher's child or the coming of the child into the Teacher's custody, care and control for the first time. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (ii) The Teacher shall inform the Director in writing at least eight (8) weeks in advance of the date the leave is to begin. In the event that a Teacher who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the Teacher must, within two (2) weeks of stopping work, provide the Board with written notice of the date the parental leave began. The parental leave begins on the date that the Teacher stopped working.
- (iii) Teachers who have taken a pregnancy leave and who also wish to take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- (iv) Fathers who wish to take a long-term parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.
- (v) Adoptive parents may commence parental leave when the child comes into their custody and control for the first time.
- (vi) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the Teacher gives the Board at least four (4) weeks written notice of that day.

(c) General Provisions Applicable to Pregnancy and Parental Leave

- (i) A Teacher who has given notice to begin pregnancy and/or parental leave may change the notice to begin leave upon giving the Board at least two (2) weeks written notice.
- (ii) A Teacher who has given notice to end leave may change the notice to an earlier date upon giving the Board at least four (4) weeks written notice before the earlier date.

- (iii) For each day of the Employment Insurance Commission's (EIC) two week waiting period that falls on a school day the Board shall reimburse the Teacher the equivalent of the EIC benefit for said day.
- (iv) Teachers are entitled during pregnancy and/or parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and long-term disability plans in which the Teacher participated prior to taking the leave. The Board shall continue to make its contributions for the prescribed benefit plans unless the Teacher, prior to the commencement of the leave, gives the Board written notice that the Teacher does not intend to pay the Teacher's contributions during the leave period. At the option of the Teacher prepayment may be made by means of monthly post-dated cheques.
- (v) Teachers shall be reinstated following return from pregnancy or parental leave in the position that the Teacher held prior to commencing leave, if it still exists, or to a teaching position in a location as near as practical to the location of the position formerly held, if it does not, at the rate equal to the wages most recently paid by the Board.
- (vi) During the above leaves, Teachers shall accumulate seniority.
- (vii) When the statutory period of 35 weeks has expired, the Teacher may be granted, upon application to the Board, a leave of absence for a specified period.

9:02 Subject to the approval of the Director of Education, a male Teacher may be granted special leave with pay to a maximum of four days for needs directly related to the birth or adoption of his child. This leave may be divided into two periods and granted on separate days.

ARTICLE X CUMULATIVE SICK LEAVE

10:01 The Board shall maintain a sick leave credit system.

10:02 All Teachers who by law are employees of the Renfrew County Catholic District School Board, shall be given credit accumulated under the jurisdiction of the boards in existence previous to January 1, 1969, where appropriate records are available.

10:03 Sick Leave Credit

In applying the cumulative sick leave plan the Board shall establish a sick leave account for each Teacher. At September 1 each year a full-time Teacher's account shall be credited with an advance of 20 days of sick leave allowance. At the end of each year's employment the amount of sick leave credit remaining in a Teacher's account shall be carried forward to the next year. Part-time Teachers shall be prorated on the basis of 10% of the number of full day equivalents for which the Teacher is employed, and such leave shall be cumulative.

10:04 Full-time and/or part-time Teachers whose employment with remuneration with the Board is for any reason, for a period of less than a full school year, shall be credited with sick leave on the basis of 10% of the number of full day equivalents for which the Teachers are employed, and such leave shall be cumulative.

10:05 The Board will endeavour to forward to Teachers by November 30 of each year a statement of their sick leave credits.

10:06 (a) Each Teacher's sick leave account shall be debited for the number of days absent due to personal illness until such account has become completely exhausted. Teachers who continue to be absent due to personal illness after their sick leave accounts have become exhausted shall be deemed to be on leave of absence.

(b) Leave of absence due to personal illness may remain in effect for a maximum of one calendar year and may be extended further at the discretion of the Board.

(c) Insurance plans may be continued during the leave of absence under 10.06 (b) through prepayment by the Teacher of 100% of the premiums. At the option of the Teacher prepayment may be made by means of monthly post-dated cheques.

10:07 Teachers are entitled to a credit of 100% of their unused days of accumulated sick leave to a maximum of 250 days.

10:08 Experienced Teachers who are teaching for the Board for the first time or who return after a period of non-service with the Board for a reason other than leave of absence, may be allowed to carry over accumulated days of sick leave to the maximum 250 days. The onus is upon the Teacher to provide written proof of credit with any other board.

10:09 (a) Any Teacher who is absent from duty because of illness for more than three (3) consecutive school days shall submit, if requested to do so by the Director of Education, a statement from a doctor certifying the nature of the illness.

(b) Notwithstanding Article 10.09(a), the individual privacy of Teachers in their professional relationship with their physicians shall not be violated.

ARTICLE XI SABBATICAL LEAVE

- 11:01 This program is established for the purpose of offering Teachers an opportunity for approved study or research including travel.
- 11:02 Granting of Sabbatical Leave:
- (a) Sabbatical Leave may be granted to Teachers on application to the Board through the Director.
 - (b) Those Teachers requesting Sabbatical Leave shall submit detailed information regarding their teaching experience and their plans for the Sabbatical year.
 - (c) Such application shall be submitted to the Director by January 15 prior to the September in which the Sabbatical Leave would commence.
- 11:03 The Board shall pay Teachers on Sabbatical Leave 66 2/3% of their salary.
- 11:04 Pension deductions are to be continued as provided by the Teachers' Pension Act.
- 11:05 Personnel granted Sabbatical Leave are to be eligible, upon their return to duties, to receive any increment or any increase in salary resulting from a revised schedule that they would have received had they not taken Sabbatical Leave.
- 11:06 The period of leave shall not exceed one school year.
- 11:07 A Teacher granted Sabbatical Leave for one full year shall sign a commitment to return to the Board for a period of three (3) years. If the Teacher leaves before fulfilling this commitment, that Teacher shall reimburse the Board an amount equal to the salary paid during the Sabbatical. Partial refunds shall be in the ratio that unworked months bear to this three-year period.
- 11:08 The Teacher, on return from Sabbatical Leave, shall be assigned a staff position according to the terms of Article 3:02 relative to the position immediately preceding the period of Sabbatical Leave.
- 11:09 If an application is not approved, the applicant shall be informed in writing of the reason for the Board's decision.

11:10 The number of sick leave credits shall neither increase nor decrease as a consequence of Sabbatical Leave.

ARTICLE XII DEFERRED SALARY LEAVE PLAN

12:01 The Deferred Salary Leave Plan will afford Teachers the opportunity to take a one (1) year leave of absence, and through deferral of salary, to finance the leave. It is understood and agreed that the purpose of the Deferred Salary Leave Plan is not to provide benefits on retirement.

12:02 Eligibility

- (a) Any Teacher having three (3) years seniority with the Board is eligible to participate in the Plan.
- (b) To be eligible to participate in the Plan commencing in September, a Teacher shall apply in writing to the Director of Education on or before the preceding January 31.
- (c) The determination of whether an application is or is not approved shall be at the discretion of the Board, and the Teacher shall be notified in writing of the Board's decision by May 1.
- (d) If an application is not approved, the reason or reasons shall be included in the notification specified in the foregoing Clause 12.02(c).

12:03 Payment Formula

- (a) In a Memorandum of Agreement the Teacher shall specify the portion of his or her salary and allowance which is to be deferred and the deferred amount shall not exceed 33.3% of the Teacher's salary and allowance.
- (b) In accordance with the Memorandum of Agreement in each year of the Plan preceding the period of leave a Teacher will be paid a reduced percentage of salary and allowance which the Teacher is entitled under the Collective Agreement.
- (c) The remaining portion of the Teacher's annual salary shall be deferred and shall be retained by the Board in trust to finance the period of leave. While participating in the DSL Plan the amount of salary and allowance deferred by a Teacher under the DSL Plan cannot exceed 33.3% in any calendar year.
- (d) Each pay day the Board shall deposit the deferred portion of the Teacher's annual salary and allowance in an interest bearing account in the name of the Teacher in trust.

- (e) Interest
By December 31st of each year of the Plan the Board shall pay any interest earned in that year on the deferred salary and allowance to the Teacher subject to the usual withholdings and remittances. The income earned on the deferred amounts is income from employment and will be reported on a T4.
- (f) Payment Dates
During the Teacher's leave of absence, the Teacher shall be paid 40% of their Deferred Salary on September 1 during the year of leave, and the remaining 60% on January 1 during the year of leave.
- (g) Insurance
 - (i) While Teachers are enrolled in the Plan and not on leave, subject to the approval of the insurance carrier, Insurance Plans tied to salary and allowance level shall be structured according to the salary and allowance they would have received had they not been enrolled in the Plan.
 - (ii) While on leave, subject to the approval of the Insurance Carrier, any Insurance Plan tied to salary and allowance level shall be structured according to the salary and allowance the Teacher would have received in the year prior to taking the leave had the Teacher not been enrolled in the Plan.
 - (iii) Teachers on a year of Deferred Salary Leave must maintain participation in the Long-term Disability Insurance Plan.
- (h)
 - (i) A Teacher's Insurance Plan shall be maintained by the Board during the Teacher's Deferred Salary Leave provided that the Teacher pays 100% of the premiums.
 - (ii) Payment of the premiums as in 12:03(h)(i) shall be as follows:
 - (A) 40% of said premiums on or before September 1 during the year of leave;
 - (B) 60% of said premiums on or before January 1 during the year of leave.

12.04 Conditions of Leave

- (a) The leave of absence shall commence no later than six (6) years after the date of the first deferral of salary and allowance.
- (b) The Teacher shall not receive any compensation from the Board or a person with whom the Board does not deal at arm's length during the period of leave other than the salary

and allowance deferred, any accumulated and unpaid interest and reasonable fringe benefits which have been prepaid.

- (c) A Teacher returning from leave shall remain in the employ of the Board for a period of time at least equal to the period of time the Teacher was on leave.
- (d) Deferred salary and allowance plus any accumulated and unpaid interest shall be paid to the Teacher in the Plan not later than the end of the first taxation year commencing after the expiry of the six year period after the first deferral of salary and allowance.
- (e) During the period of leave the Teacher will not accumulate or be entitled to the following:
 - (i) teaching experience for salary and allowance increments,
 - (ii) teaching experience for the purposes of seniority,
 - (iii) statutory holidays, maternity, sick or other leaves or promotions; and
 - (iv) sick leave credits.
- (f) Teachers' Pension Plan
The Board will make pension deductions from the payments to the Teacher in accordance with the current regulations of the Teachers Pension Plan Board.
- (g) Memorandum of Agreement
A Teacher participating in the Plan will be required to sign the Memorandum of Agreement (set out at the end of this Article) with the Board setting out the particulars of the Deferred Salary Leave Plan.
- (h) Reassignment after Deferred Salary Leave
Subject to the redundancy procedures, the Board will endeavour to reassign a Teacher to the former teaching position or to a teaching position in a location as near as practical to the location of the position formerly held when the Teacher returns from a Deferred Salary Leave Plan.

12.05 Withdrawal from the Plan

- (a) Resignation
A Teacher who ceases to be employed by the Board must withdraw from the Plan. Within sixty (60) days the Board shall pay to the Teacher the deferred salary and allowance plus any accumulated and unpaid interest.

(b) Financial Hardship

In extenuating circumstances, such as financial hardship the Teacher may withdraw from the Plan upon giving not less than six months notice of intent to do so prior to the date established for the leave of absence. Within sixty (60) days of such withdrawal the Board shall pay to the Teacher the deferred salary and allowance plus any accumulated and unpaid interest.

(c) Death of Employee

Should the Teacher die, the Board shall, within sixty (60) days of notification of such death to the Board, pay the deferred salary and allowance plus any accumulated and unpaid interest to the Teacher's estate subject to the Board receiving the necessary clearances and proofs normally required for payment to estates.

(d) Payment of Deferred Salary and allowance

In the event that the Teacher does not take their DSL Plan leave in the designated period, the deferred amounts will be paid to the Teacher in the first taxation year that commences after the end of the period of salary and allowance deferral.

12.06 Revenue Canada and Deductions

(a) OECTA, the Board and the participating Teachers agree that the Plan will comply with the requirements of Revenue Canada for deferred salary leave plans and that they will make any changes necessary.

(b) The participating Teachers in the Plan hereby agree to indemnify and hold harmless the Board and OECTA for the effects of participation in the Plan on the Teachers' Pension Plan, income tax deductions, Employment Insurance, Canada Pension Plan or additional matters affected by the Plan.

**MEMORANDUM OF AGREEMENT
(DEFERRED SALARY LEAVE PLAN)**

I, the undersigned Teacher, have read the provisions of the Deferred Salary Leave Plan as set out in Article XII of the Collective Agreement and I wish to apply for a deferred salary leave plan.

The particulars of my deferred salary leave plan are:

- a) Date of Leave of Absence: _____
- b) Commencement date for Plan deductions from salary: _____
- c) End date for Plan deductions from salary: _____
- d) Percentage of salary to be deducted: _____%

I agree to amendment of the terms and conditions of this Plan if amendment is necessary for compliance with the requirements of Revenue Canada for deferred salary leave plans.

In Witness the Parties have signed this Memorandum.

Dated at _____ this _____ day of _____ 19 _____

Witness

Teacher

Dated at _____ this _____ day of _____ 19 _____

Board

ARTICLE XIII OTHER LEAVE

13:01 Compassionate Leave

A Teacher shall be eligible for compassionate leave without loss of pay, or deductions from sick leave credits as follows:

- (a) Five (5) consecutive teaching days, or more at the discretion of the Director or designate, except where spanning a holiday, for the death of a husband, wife, parents or guardian, son or daughter, brother or sister.
- (b) Three (3) consecutive teaching days or more at the discretion of the Director or designate, except where spanning a holiday, for the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, of the Teacher or the spouse and for the death of the guardian of the spouse.
- (c) One (1) teaching day, or more at the discretion of the Director or designate, to attend the funeral of an uncle, aunt, niece or nephew of the Teacher or spouse.
- (d) Saturdays and Sundays are not deemed to be holidays in the application of this Article.

13:02 Jury or Witness Leave and Compulsory Quarantine Leave

- (a) (i) Jury or Witness Leave
Special leave with pay may be granted when a regular full-time Teacher is required to appear in court by reason of a summons to serve as a juror, or by reason of a subpoena to be a witness in any proceeding to which the Teacher is not a party or one of the persons charged. The Teacher shall submit to the Board a certificate signed by a court representative testifying to the Teacher's presence at court and remit any fee (excluding expenses) the Teacher received from the court.
- (ii) Quarantine
Every teacher is entitled to his or her salary despite absence from duty in a case where, because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Teacher's duties. The days shall not be deducted from sick leave credits.
- (b) At the discretion of the Board, a part-time Teacher or a Teacher who teaches part of the year is eligible to be granted jury or court witness leave or quarantine leave, as laid out

above, on a prorated basis in the same ratio that the part-time employment bears to full-time employment for scheduled work day or days with which the leave coincides.

- 13:03 (a) A Teacher may be granted a leave of absence for attendance to urgent personal business without deduction of salary up to a maximum of three (3) days, in any one school year. In order to be eligible for such leave a Teacher shall:
- (i) have the approval of the Director or designate before commencing the leave;
 - (ii) submit a written request, stating the reason(s) for the leave of absence;
 - (iii) ensure that the Principal, if the Teacher is responsible to a Principal, is aware of the leave of absence before the leave commences.
- (b) Notwithstanding Article 13.03(a), the Director or his/her designate may at his/her discretion grant leave for urgent personal business in excess of three (3) days.
- (c) Leave of absence under this section is neither cumulative from year to year nor is it to be used for holidays.
- (d) When the Teacher, for any reason, teaches fewer than ten months in the year, the salary payable shall be reduced proportionately for any special leave used in excess of 3/10 day per month.

ARTICLE XIV INSURANCE PLANS

14:01 Extended Health Benefit Plan

The Board agrees to pay 80% of the premium for the current Extended Health Benefit Plan for all full-time Teachers.

14:02 Dental Prevention Care Plan

The Board agrees to pay 80% of the premium for the current Dental Preventive Care Plan for all full-time Teachers.

14:03 Basic Life/AD and D Insurance Plan

- (a) The Board agrees to pay 80% of the premiums for the current Basic Life/AD & D Insurance Plan for all full-time Teachers.
- (b) Enrollment in the Basic Life/AD & D Insurance Plan referred to in Article 14:03(a) shall be compulsory for all members of the bargaining unit.
- (c) Subject to continuing eligibility, the surviving dependents of a deceased member may retain membership at no cost in the Extended Health Care Plan, and the Dental Care Plan (provided that the member belonged to the plan(s) and the Board's Life Insurance Plan, at the time of their death), for a period of two years after the death of the member.

14:04 Optional/Spousal Life Insurance Plan

- (a) Additional life insurance coverage is available for the Teacher and/or spouse and is subject to carrier approval. The employee is responsible for 100% of the premiums.
- (b) Upon the death of the Teacher, Spousal Life Insurance coverage ceases. The spouse may convert from the Group Spousal Life Insurance Plan to an individual Life Insurance Plan within the timeline as specified by the carrier.

14:05 Long Term Disability Plan

- (a) The Board agrees to administer the current long-term disability plan (LTD) for which Teachers are responsible for 100% of the premium.
- (b) Enrollment in the Long-term Disability Plan, shall be compulsory for all members of the bargaining unit.
- (c) The Board shall deduct only forty percent (40%) of a day's credit from a Teacher's sick leave credits for each day of absence due to qualified long-term disability when the Board is receiving sixty percent (60%) of the Teacher's salary from the Insurance Carrier.

- (d) The Board shall issue to each Teacher who is receiving payment from the LTD Plan through the Board, a statement of LTD earnings for income tax purposes.

14:06 Part-time Teachers

The percentage of the insurance premium with respect to each of Extended Health Benefit Plan (Article 14:01), Dental Preventative Care Plan (Article 14:02), and Basic Life/AD & D Insurance Plan (Article 14:03), to be paid by the Board for a part-time Teacher shall be the product of the percentage specified in such Article and the percentage of full-time for which the Teacher is under contract to the Board.

Example:

For a part-time teacher teaching 75% of full-time, the Board shall pay with respect to Articles 14:01, 14:02 and 14:03 respectively, 60% of the premiums.

14:07 Teachers on Long-Term Disability Participating in Benefit Plans.

- (a) Subject to the terms and conditions of the Plan(s), a Teacher who is approved for and receiving Long-term Disability benefits may retain membership in any or all of the following Group Insurance Plans for the duration of their disability and employment with the Board provided the Teacher belonged to these Plans at the time of the disability: Basic Life/AD & D, Optional Life, Spousal Life, Long-term Disability, Extended Health, and Dental Insurance Plans.
- (b) At least two weeks (2) prior to the expiry of the Teacher's sick leave credits, the Teacher must inform the Board in writing of their intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board. The premium cost will continue to be shared by the Board and the Teacher until such time as the Teacher's sick leave credits are exhausted. When the Teacher no longer receives remuneration from the Board, the Teacher must pay the full premium cost to maintain participation and coverage under the Group plans.
- (c) Coverage under these Plans will terminate the earlier of the date of termination of employment with the Board, or when the Teacher attains the age of 65, less the length of the disability waiting period. In the case of Optional/Spousal Life, coverage terminates when that insurance's waiver is denied.

14:08 Leave of Absence other than Pregnancy/parental leave.

- (a) Subject to the terms and conditions of the Plan(s), a Teacher who is granted a full or partial leave of absence from the Board may retain membership in any or all of the following Group Insurance Plans provided the Teacher belonged to these plans prior to the Leave of Absence: Basic Life/AD & D, Optional Life, Spousal Life, Long-term Disability, Extended Health, and Dental Insurance Plans. However, the parties acknowledge that teachers on a deferred salary leave are required to maintain participation in the Long-term Disability Group Insurance Plan.
- (b) At least two weeks (2) prior to the commencement of their leave, the Teacher must inform the Board in writing of their intent to retain or not retain membership in any or all the Group Insurance Plans and make payment arrangements which are satisfactory to the Board.
- (c) Coverage under these plans will terminate the earlier of the date of termination of employment with the Board, or when the Teacher attains the age of 65. Group life insurance (Basic Life/AD & D, Optional Life and Spousal Life) have a two (2) year limit for coverage for Teachers on an approved Leave of Absence.
- (d) Payment Terms
 - (i) Full-time Leave of Absence
Teachers on a full Leave of Absence must pay 100% of the premium cost to maintain participation and coverage under the Group Insurance Plans.
 - (ii) Part-time Leave of Absence
For Teachers on partial Leaves of Absence, the premium cost will continue to be shared by the Board and the Teacher, pro-rated to the time worked. These teachers will have the required deductions taken from their pay cheques.
Example: For a part-time Teacher working 75% of full-time, the Board shall pay with respect to Extended Health, Dental, and Basic Life Insurance Plans respectively 60% of the premiums.

14:09 Discontinuance of Optional Coverage

- (a) A teacher who wishes to discontinue any optional insurance plan shall notify the Assistant Superintendent of Business Services in writing no later than the fifteenth (15th) day of the month immediately preceding the month in which the Teacher wishes the optional plan to be discontinued.

- (b) A Teacher who elects to discontinue an optional insurance plan under the terms of this Clause may be eligible to re-enroll in the said Plan subject to the terms and conditions of the said Plan. Upon request, the Board shall provide the Teacher with a copy of the re-enrollment provisions of the Plan and the necessary forms.

14:10 Change of Carriers

- (a) The level of coverage shall not be altered except by mutual consent of the Parties.
- (b) The Board has the right to change carriers providing there are no changes to the administration or coverage of the current plan.

14.11 Retirees

- (a) Subject to the terms and conditions of the Group Insurance Plans and until a teacher attains the age of 65, a teacher who retires from the Board prior to age 65 may maintain his or her membership in one or more of the following Group Insurance Plans: Basic Life/AD&D, Optional Life, Spousal Life, Extended Health and Dental Insurance Plans, provided that the teacher had belonged to these Plans at the time of retirement. The retired teacher must pay, in advance, the full premium cost to maintain participation and coverage under the said Plans.

To qualify, the teacher must be eligible for a pension to commence payment, immediately upon retirement, as certified by the Teachers' Pension Plan Board.

- (b) It is understood and agreed that
 - i) The retired Teacher must pay the full premium costs to maintain participation and coverage under the above Plans.
 - ii) The retired Teacher must make payment arrangements which are satisfactory to the Board. Failure to make payment arrangements which are satisfactory to the Board or to honor the payment arrangements will result in the Board cancelling coverage without further notice.
 - iii) Coverage under the above Plans must be continuous; withdrawal is irrevocable.
 - iv) The Board's contribution to Extended Health Plan premiums shall be frozen at its May 1997 dollar amount, subject to adjustment due to the number of staff in the Plan(s) and the mix of single and family coverage. The Board shall not incur any additional costs to the said Plan resulting from a change to the experience rating of retirees.
 - v) Coverage under the above Plans ceases when the Teacher attains the age of 65 years.

- (c) In the event that a Teacher wishes to cancel one or more of the Group Insurance Plans which the Teacher is maintaining, the Teacher must inform the Board in writing of the intent to cancel at least two months before the September 1st billing date.

- (d) The Parties acknowledge that one of the conditions of a retired teacher maintaining coverage under one or more of the above Plans is the consent, in writing, from the retired teacher that the Board may release to the LTBU a copy of any unpaid retired teacher benefit invoices so that the LTBU may contact the retired teacher prior to the termination of coverage for non payment.

ARTICLE XV GRATUITY BENEFITS

15:01 Upon retirement under the provisions of the Teachers' Pension Plan Act, from the Renfrew County Catholic District School Board after ten or more years of continuous service with the Board, including years of continuous service with any former board which forms part of the Renfrew County Catholic District School Board, a Teacher shall be entitled to a gratuity based on the accumulated sick leave credit, to a maximum of 200 days, calculated as follows:

After:

| | | | | |
|--|----|-----------------------------|------|--|
| | 10 | years of continuous service | 20 % | of cumulative sick leave credits (to a maximum of 200 days) x 1/200 of annual salary at the date of retirement |
| | 11 | " | 22% | " |
| | 12 | " | 24% | " |
| | 13 | " | 26% | " |
| | 14 | " | 28% | " |
| | 15 | " | 30% | " |
| | 16 | " | 32% | " |
| | 17 | " | 34% | " |
| | 18 | " | 36% | " |
| | 19 | " | 38% | " |
| | 20 | " | 40% | " |
| | 21 | " | 42% | " |
| | 22 | " | 44% | " |
| | 23 | " | 46% | " |
| | 24 | " | 48% | " |
| | 25 | " | 50% | " |

Continuous service for the purpose of calculating retirement gratuity shall be defined as set out in Appendix C to this Agreement.

15:02 The Board reserves the right to pay a gratuity to Teachers who may not have sufficient cumulative sick leave.

15:03 Gratuity benefits shall be paid within one (1) year after retirement or as arranged to the mutual satisfaction of the Teacher and the Board upon receipt of verification from the Teachers'

Pension Plan Board that the Teacher is in receipt of a pension. The onus is on the Teacher to provide this document.

15:04 In the event of the death of a Teacher employed by the Board, the gratuity to which the Teacher would have been entitled under 15:01 shall be paid to the Teacher's estate.

15.05 The LTBU and the Board agree to establish a joint consultative committee to study the cost, the funding of and possible changes to the Retirement Gratuity.

ARTICLE XVI GRIEVANCE PROCEDURE

16:01 A grievance under this Agreement shall be defined as a difference or a dispute by a Teacher, a group of Teachers, the LTBU or the Board arising from the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

16:02 (a) The Board shall recognize a Grievance Committee which shall consist of three representatives selected by the LTBU Executive, one of whom may be the President of the LTBU. The Board shall be notified in writing of the names of members of this Committee within thirty (30) days of the signing of the Agreement, and shall be notified of any changes from time to time and shall not be required to recognize any such member until it has been so notified.

(b) All members of the Grievance Committee shall be at least eighteen years of age, shall have at least one (1) year's seniority with the Board, and shall be members of the full-time academic staff of the Board during their time in office.

16:03 The parties to this Agreement agree that it is of the utmost importance to adjust complaints and grievances concerning the interpretation, application, administration, or alleged violation of the Agreement as quickly as possible.

16:04 (a) No grievance shall be considered where the circumstances giving rise to it occurred or originated and where the grievor was aware of said circumstances more than fifteen (15) full working days before the filing of the grievance.

(b) If the stipulated time limits are not met at one step of the Grievance Procedure, the Grievor shall have the right to appeal the grievance to the next step or level of the Grievance Procedure.

(c) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.

(d) A Board of Arbitration shall have the right to waive any breach of time limit on terms it considers just.

16.05 The grievance shall:

- a) state the name of the grievor;
- b) identify the grievor's work location;
- c) outline the nature of the grievance;
- d) specify the date on or about which the incident giving rise to the grievance occurred;
- e) if possible, identify the specific clause which has been allegedly violated, misinterpreted or misapplied and
- f) state the remedy requested.

The grievance shall be signed by the grievor and by the LTBU Grievance Officer.

16:06 An earnest effort shall be made to settle the grievance fairly by discussion between the Teacher or Teachers and the Director of Education. If this discussion does not result in a satisfactory settlement of the grievance within five (5) working days of filing the grievance, the grievance shall proceed to Step 1.

Step 1

The grievor shall consult with the Grievance Committee.

Step 2

The Committee shall sign it. The Teacher(s) concerned together with the Grievance Committee, shall submit the matter to the Board which shall render its decision no later than the day following the second regularly scheduled meeting after receipt of such notice.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Grievance Committee may, on giving five (5) days notice in writing to the Board of its intention, refer the dispute to arbitration.

16:07 Where a dispute involving a question of general application or interpretation occurs, or where a group of Teachers or the Local Unit has a grievance, Step 1 of this Article may be bypassed.

16:08 Any grievance instituted by the Board or the LTBU shall be referred in writing to the Grievance Committee and the Board within the timelines for filing a grievance. The Grievance Committee shall meet within five (5) working days thereafter with Administration Officials to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance shall be referred to arbitration.

16:09 Grievances and subsequent decisions shall be in writing at all stages.

16:10 The parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 16:01 through 16:08 inclusive and which has not been settled shall be referred to a Board of Arbitration at the written request of either of the parties hereto.

16:11 The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Teachers, and a third person to act as Chairperson chosen by the other two Appointees. If the Appointees cannot agree to a Chairperson within five (5) working days, the parties shall request the Ontario Labour Relations Board to nominate a Chairperson.

16:12 Within three (3) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its Appointee.

16:13 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it should do within fifteen (15) days.

16:14 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

16:15 Each of the parties to this Agreement shall bear the expenses of the arbitrator appointed by it; and the parties shall jointly and equally bear the expenses, if any, of the Chairperson.

16:16 Notwithstanding the procedure above, either party may request access to expedited arbitration under section 49 of the Ontario Labour Relations Act.

16:17 A written request may be made after the grievance procedure under the Agreement has been exhausted or after thirty (30) calendar days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever first occurs.

16:18 Despite Clause 16.17 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) calendar days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever first occurs.

- 16.19 No such request in 16.17 or 16.18 above shall be made beyond the time stipulated for referring the grievance for arbitration.
- 16.20 As outlined in section 50 of the Ontario Labour Relations Act, 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.
- 16.21 The Board recognizes the right of a Teacher to be represented by the Grievance Officer of the LTBU or his/her designate in the presentation of grievances at any stage. The LTBU recognizes that the Grievance Officer of the Unit or his/her designate has regular duties to perform in connection with his/her employment. Thus, such representative shall obtain the permission of his/her Principal when presenting grievances or attending meetings with management involving grievance procedure. Such permission shall not be unreasonably withheld.

ARTICLE XVII TEACHER-TRUSTEE COMMITTEE

17:01 The Board and the Teachers agree to continue the Teacher-Trustee Committee.

ARTICLE XVIII PRESIDENT'S LEAVE

- 18:01 (a) (i) Leaves of absence, hereinafter referred to as "President's Leave", as requested in writing by the LTBU Executive shall be granted by the Board to a Teacher to perform the duties of Unit President as follows:
- | | |
|-----------------|-------------------|
| President: | 1.00 of full-time |
| Vice-President: | 0.25 of full-time |
- (ii) President's Leave shall be granted without prejudice and without loss of benefits or seniority.
- (iii) Co-ordinators and Department Heads shall take a full-time leave of absence from their position of responsibility for the period of the President's Leave.
- (iv) During the President's Leave, the Board shall pay to said Teacher the grid salary and benefits to which the Teacher would be entitled if the Teacher were not on President's Leave.
- (v) OECTA shall reimburse the Board the total cost of the salary paid to and benefits paid on behalf of the Teachers under Clause 18:01(a)(iv) with respect to the actual percentage of contractual time the Teachers are absent on President's/Vice-President's Leave.
- (vi) Time taken on President's Leave shall be considered teaching time for the purposes of the Teacher's experience and seniority.
- (vii) Upon return from a President's/Vice-President's Leave, the Board will endeavour to reassign the Teachers to the former teaching positions held or to a teaching position within the same municipality.
- (viii) Sick leave credits shall continue to accrue during the leave. The President may access sick leave credits while on leave in the event of illness or disability.
- (ix) In the event that the Unit President is unable to perform their duties for an extended period the Board shall grant, upon request of the Unit, a leave to the Teacher named by the Unit as Interim President.
- (b) If the LTBU decides to assess an annual local fee, the Board shall agree to make such payroll deductions and forward them to the Executive of the Unit.

ARTICLE XIX SPECIAL SABBATICAL LEAVE

19:01 The Board and OECTA acknowledge that the Board received and approved Special Sabbatical Leaves for five members of the bargaining unit prior to the start of the 1997-1998 school year. The Parties acknowledge that the term of some of the above Leaves extends into the 1998-1999 school year.

19.02 The Parties acknowledge that the provisions for Special Sabbatical Leave were set out in Article XX of the Collective Agreement (for the period September 1, 1994 to August 31, 1998) between the Renfrew County Roman Catholic Separate School Board (the predecessor Board) and the Branch Affiliates of OECTA and AEFO (the predecessor bargaining agent). The Parties further acknowledge that they subsequently agreed to changes in the Special Sabbatical Leave Article which were incorporated into the Terms for Acceptance for a Special Sabbatical Leave which was signed by the Board and the Teachers approved for Special Sabbatical Leave.

Therefore, the Parties agree to the completion of the term of the Special Sabbatical Leave which was approved for five members of the bargaining unit pursuant to Article XX of the Collective Agreement (for the period September 1, 1994 to August 31, 1998) between the Renfrew County Roman Catholic Separate School Board (the predecessor Board) and the Branch Affiliates of OECTA and AEFO (the predecessor bargaining agent) as modified by the Terms for Acceptance for a Special Sabbatical Leave.

APPENDIX A:

Clauses 7.02 - 7.05 from the Prior Collective Agreement (Sept. 1, 1994 - Aug. 31, 1998)

7:02 Principals' Allowances - Elementary Schools

In addition to the salary according to Article 7:01, Principals shall be paid the following allowances:

- Per full-time classroom - 1.54% of A4 Maximum
 - Per half-time classroom - 0.77% of A4 Maximum
 - Principal's Certificate - 1.64% of A4 Maximum
 - Supervisory Officer's Certificate - 2.37% of A4 Maximum
- The minimum allowance shall be 7.46% of A4 Maximum.

7:03 Principals' Salary - Secondary Schools

Principals of secondary schools shall be paid an annual salary as follows:

(a) Qualified

| <u>YEARS EXPERIENCE</u> | <u>ANNUAL SALARY</u> |
|-------------------------|----------------------|
| 0 | 75,723 |
| 1 | 77,671 |
| 2 | 79,622 |
| 3 | 81,569 |

(b) Unqualified

| <u>YEARS EXPERIENCE</u> | <u>ANNUAL SALARY</u> |
|-------------------------|----------------------|
| 0 | 68,152 |
| 1 | 69,904 |
| 2 | 71,661 |
| 3 | 73,413 |

7:04 Vice-Principals' Allowances - Elementary Schools

In addition to the salary according to Article 7:01, Vice-Principals shall be paid the following allowances:

- Per full-time classroom - 0.72% of A4 Maximum
- Per half-time classroom - 0.36% of A4 Maximum

7:05 Vice-Principals' Salary - Secondary Schools

Vice-Principals of secondary schools shall be paid an annual salary as follows:

| <u>YEARS EXPERIENCE</u> | <u>ANNUAL SALARY</u> |
|-------------------------|----------------------|
| 0 | 67,018 |
| 1 | 69,110 |
| 2 | 71,198 |
| 3 | 73,286 |

APPENDIX B:

Principal Designate Allowance - Elementary and Secondary (Clause 7.03)

- a) For each of the first thirty (30) consecutive days of the Principal's absence the allowance shall be calculated as follows:
the greater of
- i) the normal classroom allowance as calculated as per Clause 7:02 in Appendix A, and
 - ii) the minimum Principal's Allowance as per Clause 7:02 in Appendix A
divided by 194
multiplied by 0.9
- (b) For each consecutive day in excess of thirty (30) consecutive days of the Principal's absence the per diem allowance shall be calculated as follows:
the greater of
- i) the Principal's Allowance as calculated as per Clause 7:02 in Appendix A, and
 - ii) the minimum Principal's Allowance as per Clause 7:02 in Appendix A
divided by 194

APPENDIX C:

Definition of Continuous Service for the purpose of calculating Retirement Gratuity

"Years of continuous service with the Board" shall be defined by reference to the definitions of "continuous years service" and "service" in the Glossary to this Collective Agreement.

In addition, the following terms and conditions shall apply in the calculation of continuous service for the purpose of retirement gratuity:

1. FULL SCHOOL YEAR:

a) Full and Part-Time Contractual Employment

Each complete school year of service with salary, as defined in the Glossary, with the Renfrew Catholic District School Board or its predecessor boards shall be considered to be one (1.0) year of continuous service.

b) Partial Leaves of Absence for the Complete School Year:

Teachers on a partial leave of absence for the entire school year shall be credited with one (1.0) year of continuous service.

c) Full Leaves of Absence for the Complete School Year:

A full-time leave of absence for the complete school year shall not break continuous service, but it shall not be considered in the calculation of number of years of continuous service.

2. PART OF A SCHOOL YEAR

a) Full-Time Leave of Absence for Part of the School Year

Teachers who are on an approved full-time leave of absence without pay (with the exception Pregnancy/Parental Leave after October 31, 1991) for part of the school year, shall have that year of continuous service prorated to the time for which the teacher received remuneration.

Effective November 1, 1991, a leave of absence without pay for Pregnancy/Parental reasons shall be considered as continuous service.

b) Partial Year of Employment

Teachers who commenced employment after September 1, or who terminate employment before August 31 shall have that year of continuous service prorated to the period of time for which the teacher received salary.

APPENDIX D: Joint Consultative Committee on Changes to Article 15 (Retirement Gratuity)

The Renfrew County Catholic District School Board and the Local Teacher Bargaining Unit (LTBU) of the Ontario English Catholic Teachers' Association agree as follows:

1. A joint Board/LTBU Consultative Committee (the Committee) shall be set up with three representatives from the Board and three representatives from the LTBU.
2. The mandate of the Committee will be to examine and make recommendations for:
 - a) the selection of an actuary to provide information:
 - i) on the cost of the current retirement gratuity or of a modified retirement gratuity and
 - ii) for funding the cost of the current retirement gratuity or of a modified retirement gratuity;
 - b) the guidelines to be given to the actuary who is selected; and
 - c) possible modifications to the existing retirement gratuity (after receiving and reviewing the actuary's report and recommendations).
3. The Committee will meet as soon as possible.
4. The Committee will forward a joint recommendation to the Board and the LTBU Negotiating Committees or the representatives on the Committee will forward separate recommendations to the Board and the LTBU Negotiating Committees. The final recommendation(s) of the Committee shall be provided to the parties on or before August 31, 1999.

APPENDIX E:

Joint Consultative Committee on Teacher Assault

Whereas the LTBU has advised the Board that its members have concerns about student assaults on teachers and about their safety in classroom situations.

And Whereas the Board and the LTBU wish to address the above concerns.

The Renfrew County Catholic District School Board and the Local Teacher Bargaining Unit (LTBU) of the Ontario English Catholic Teachers' Association agree as follows:

1. A joint Board/LTBU Consultative Committee (the Committee) shall be set up with three representatives from the Board and three representatives from the LTBU.
2. The mandate of the Committee will be to:
 - a) establish policy and procedures to be followed in situations when a teacher reports to a principal an actual assault or a potential assault by a student;
 - b) establish policy which will address the needs of an assaulted teacher; and
 - c) establish guidelines for the safety of teachers and the school population.
3. The Committee will meet as soon as possible.
4. The Committee will forward a joint recommendation to the Board and the LTBU Negotiating Committees or the representatives on the Committee will forward separate recommendations to the Board and the LTBU Negotiating Committees. The final recommendation(s) of the Committee shall be provided to the parties on or before August 31, 1999.

APPENDIX F:

Joint Consultative Committee on Teacher Evaluation

The Renfrew County Catholic District School Board and the Local Teacher Bargaining Unit (LTBU) of the Ontario English Catholic Teachers' Association agree as follows:

1. A joint Board/LTBU Consultative Committee (the Committee) shall be set up with three representatives from the Board and three representatives from the LTBU.
2. The mandate of the Committee will be to examine existing Board policy on teacher evaluation and make recommendations for:
 - a) possible development of a teacher evaluation instrument;
 - b) changes to the procedure to follow in teacher evaluation; and
 - c) possible changes to existing Board policy or procedure.
3. The Committee will meet as soon as possible.
4. The Committee will forward a joint recommendation to the Board and the LTBU Negotiating Committees or the representatives on the Committee will forward separate recommendations to the Board and the LTBU Negotiating Committees. The final recommendation(s) of the Committee shall be provided to the parties on or before August 31, 1999.

APPENDIX G:

Joint Consultative Committee on Changes To Article 14 (Insurance Plans)

Whereas the Board has been advised by its Benefit Broker that it is timely to tender its benefit package.

And Whereas the Benefit Broker has advised the Board that there are some options for reducing premium costs without substantially affecting benefits.

The Renfrew County Catholic District School Board and the Local Teacher Bargaining Unit (LTBU) of the Ontario English Catholic Teachers' Association agree as follows:

1. A joint Board/Employee Consultative Committee (the Committee) shall be set up with three representatives from the Board and three representatives from the Employees, one selected by LTBU, one selected by OPEIU and one selected by CUPE.
2. The mandate of the Committee will be:
 - a) to examine the Board Benefit Coverage in consultation with the Benefit Broker, O.T.I.P.;
 - b) to consider options to reduce the premium costs and
 - c) to review what the impact on the existing coverage might be.
3. The Committee will meet as soon as possible.
4. The Committee will forward a joint recommendation to the Board and the respective Negotiating Committees or the representatives on the Committee will forward separate recommendations to the Board and their Negotiating Committees. The final recommendation(s) of the Committee shall be provided to the parties on or before August 31, 1999.

APPENDIX H:

Special Assignment Project Teachers (SPATs)

The Board and the LTBU agree and acknowledge that the provisions of Appendix H: Special Project Assignment Teachers (SPATs) shall be in effect for the 1999-2000 school year only. It is understood and agreed that the provisions of Appendix H: Special Project Assignment Teachers (SPATs) shall not be in effect after August 31, 2000 unless the Board and LTBU agree in writing otherwise.

Additional Glossary Definition

"special project assignment teacher (SPAT)" means a teacher who is assigned to assist teachers, vice-principals and principals with the implementation of the Religion and Family Life Program; curriculum development, implementation and review; programming for exceptional students and/or other related duties as assigned by the appropriate Supervisory Officer.

Addition to Clause 3.11 (Appointments)

3.11 (c) Appointments of Special Project Assignment Teachers (SPATs) are to be made on an annual basis. A teacher may be appointed as a Special Project Assignment Teacher (SPAT) for one year. It is understood and agreed that these assignments will be restricted to teachers who are members of the LTBU or who can become members of the LTBU. At the completion of the one year assignment the Board will endeavour to reassign the Special Project Assignment Teacher (SPAT) to the former teaching position held within the same school or within their own family of schools.

It is understood and agreed that Special Project Assignment Teachers (SPATs) will not be included in the calculation of elementary or secondary class size as defined in section 170.1 of the Education Act and any applicable Regulations made under that Act.

(d) Notwithstanding the above, the Board and OECTA agree that the appointment of Special Project Assignment Teachers (SPATs) is a pilot project to be assessed by the Parties during the 1999-2000 school year only and as such Appendix H which forms part of this Agreement shall cease to exist as of August 31, 2000 unless the Board and OECTA agree, in writing, otherwise. It is understood and agreed that in the eventuality of non agreement the teachers appointed as Special Project Assignment Teachers (SPATs) shall be returned to classroom assignments for the 2000-2001 school year.

AMENDMENT TO AGREEMENT
Between
THE RENFREW COUNTY CATHOLIC DISTRICT
SCHOOL BOARD
(hereinafter called the "BOARD")
and
THE LOCAL TEACHER BARGAINING UNIT OF OECTA
(hereinafter called the "LTBU")
and
THE ONTARIO ENGLISH CATHOLIC
TEACHERS' ASSOCIATION
(hereinafter called "OECTA")

EFFECTIVE FROM
September 1, 1998 to August 31, 2000

WHEREAS the Board and OECTA wish to recognize certain related work experience in the technological studies area for the sole purpose of salary grid placement.

Therefore, the Parties agree to amend the above Collective Agreement by including the following new subsection (f) to Clause 5.01.

- 5.01 f) Teachers whose teaching assignments include four (4) or more credits per school year teaching subjects in Schedule B of Regulation 184/97 may be eligible for credit for related work experience for the sole purpose of salary grid placement on the following basis.
- i) Related work experience, including experience in a trade or other experience, must be directly related to the teaching position and be approved by the appropriate Supervisory Officer.
 - ii) Only experience equivalent to and above the requirements for a technological studies teacher's basic teaching qualifications may count as related work experience.
 - iii) Recognized related work experience shall be credited for placement on the salary grid up to a maximum of seven years.

- iv) The Board will recognize twelve (12) months of full time equivalent related work experience to be equal to one year (10 months) teaching experience on the salary grid provided that no teacher shall be credited with more than one year of related work experience in any twelve month period commencing with the first of September or with the first official school day of the school year.

- v) The onus is on the teacher to provide satisfactory evidence of the related work experience.