

2002 – 2004

COLLECTIVE AGREEMENT

Between

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called “the Board”)

And

THE MEMBERS OF THE LOCAL BARGAINING UNIT OF THE ONTARIO ENGLISH
CATHOLIC TEACHERS’ ASSOCIATION
SIMCOE MUSKOKA ELEMENTARY UNIT
(hereinafter called “the LBU”)

September 1, 2002

To

August 31, 2004

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DEFINITIONS

1. The term "Teacher", as used in this Agreement, shall mean a Part X.1 Teacher as defined in the Education Act , employed to teach, but excludes, Occasional Teachers.
2. Seniority shall be defined as follows:

The Term "Board Experience":

Shall mean the length of continuous service, full time or part time, in the bargaining unit with the Board, or a predecessor Board(s), from the most recent date of hire. For the purpose of this Article, "continuous service" shall include being on the recall list, exchange teaching, loan to DND, Association Leaves, and any and all leaves taken with the approval of the Board, including leaves for lengthy illness, and shall be maintained should the individual return after resignation from the Board.

The Term "Years Experience":

Total years of teaching earned in any province or territory of Canada while certified as a Teacher and while employed as a Teacher will be taken into account when calculating grid placement for new Teachers hired by the Board. This includes occasional or supply teaching done for the Simcoe Muskoka Catholic District School Board (and predecessor Boards) in blocks of twenty (20) or more consecutive full teaching days.

A Teacher may acquire recognized teaching experience from a number of sources as described in this agreement. The total accumulated experience for seniority, grid placement, or any other purpose under this agreement, shall not exceed 1.0 year for each twelve month period.

A Teacher, or the LBU, may question the accuracy of the placement on the seniority list within twenty (20) teaching days of the posting of the seniority list, and furnish the Board with a written copy of the notification, failing which, the Teacher and the LBU shall be deemed to have accepted the placement on the seniority list.

3. A "vacant" teaching position is in effect a vacancy created by resignation, retirement, death, dismissal, growth, or the creation of a new position.

4. In this Agreement, wherever there is a reference to a statute, unless the contrary is specifically stated, the Agreement shall be interpreted to refer to the version of the statute which is currently in force and includes any subsequent amendments or successor legislation. Without restricting the generality of the foregoing, the following definitions shall apply:

Labour Relations Act means the Labour Relations Act, 1995, S.O. 1995, c. 1, Sch. A, as amended, and includes any subsequent amendments or successor legislation.

Education Act means the Education Act, R.S.O. 1990, c. E. 2, as amended, and includes any subsequent amendments or successor legislation.

Employment Standards Act means the Employment Standards Act, R.S.O. 1990, c. E. 14, as amended and includes any subsequent amendments or successor legislation.

Constitution Act 1867 means the Constitution Act, 1867, as amended and includes any subsequent amendments or successor constitutional legislation.

5. Local Bargaining Unit (LBU) - a Teacher's bargaining unit described in subsection 277.3(1) 1 & 3 of the Education Act and is composed of every Part X.1 Teacher.

ARTICLE I - PURPOSE AND SCOPE

- 1:01 It is the intent and purpose of the Parties to maintain a harmonious relationship between the Board, each Teacher, and the LBU and to cooperate to the fullest extent in an endeavour to provide the best possible Catholic educational services.
- 1:02 It is the desire of the Parties to set forth in this Agreement certain terms and conditions of employment together with the salaries and allowances which govern the Teachers covered by this Agreement.
- 1:03 The terms of this Agreement shall be applicable to all elementary Teachers employed by the Board.

ARTICLE II - DURATION AND RENEWAL

- 2:01 This Agreement shall supersede all previous such Agreements and shall be effective on and after the 1st day of September 2002 and shall continue in force until the 31st day of August 2004.
- 2:02 The renewal of this Agreement shall be in accordance with the provisions of the Labour Relations Act as they may be modified by the Education Act.
- 2:03 In accordance with Section 59 (2) of the Labour Relations Act, either Party to this Agreement may give written notice to the other Party by March 30th of the calendar year in which this Agreement expires, of its desire to negotiate with a view to the renewal of the Agreement. The Parties agree to meet for the purpose of negotiating renewal of the Agreement within twenty-one (21) days of such notice being given.
- 2:04 The LBU shall ensure that there shall be no strikes and the Board shall ensure that there shall be no lockouts during the currency of this agreement.
- 2:05 For the purposes of clause 2:04, “strike” and “lock-out” have the same meaning as under the Labour Relations Act as interpreted by the Ontario Labour Relations Board.

ARTICLE III – RECOGNITION

- 3:01 The Board recognizes O.E.C.T.A. as the exclusive bargaining agent for all elementary Teachers.

ARTICLE IV - MANAGEMENT RIGHTS

- 4:01 The LBU recognizes that the Board has the right, duty and responsibility to provide, operate, and manage the schools under its jurisdiction in accordance with the Education Act, the prescribed Regulations thereunder, and all other applicable statutes.
- 4:02 The Board reserves the right to discipline and/or dismiss for just cause, subject to appeal through the grievance procedures of the Collective Agreement.
- 4:03 The Board has all the rights and privileges enjoyed by Roman Catholic Separate School Boards under the Constitution Act 1867, the Education Act, and the Charter of Rights and Freedoms.

ARTICLE IV - MANAGEMENT RIGHTS

- 4:04 Nothing in this Agreement shall be construed to adversely affect the denominational rights or privileges of the Board or of its supporters enjoyed under the Constitution Act 1867, the Education Act, and the Charter of Rights and Freedoms.

ARTICLE V – UNION DUES

- 5:01 Effective September 1, 2003, the Board shall deduct from the pay of each Teacher who is within the scope of this Agreement, 26 equal installments for the fees established by the LBU, including any local levy. The LBU shall advise the Board in writing of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-laws of O.E.C.T.A. The Board shall remit the total amounts deducted to the Ontario English Catholic Teachers Association within 30 working days.
- 5:02 O.E.C.T.A. shall indemnify and save the Board harmless against any claim or liability arising out of the application of Article V.

ARTICLE VI - PROBATIONARY PERIOD

- 6:01 A Teacher hired by the Board shall have a one year probationary period.
- 6:02 Probation for an individual Teacher may be extended for up to a year by the Director for cause.

ARTICLE VII - BENEFITS

- 7:01 Group Insurance Coverage

Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board shall assume the undernoted contributions to the Plans based upon full time employment of Teachers eligible to enrol in such Plans. Teachers employed on other than a full time basis shall have these percentages prorated to coincide with their full time equivalency.

ARTICLE VII - BENEFITS

7:02 The agreement to pay the cost, in whole or in part, of a group benefit plan shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group plan to any Teacher should the insurer fail or refuse to pay or provide same, in whole or in part.

7:03 The Board's share of the premiums will be 90% for the following group plans:

A. Group Life - \$25,000 and \$50,000.

Teachers may choose coverage beyond \$50,000 in multiples of \$25,000, up to \$150,000, at their full premium cost.

B. Extended Health Care

Single or Family plans with eyeglasses at \$200 every two years, and hearing aids/devices at \$500 every three years.

C. Dental Insurance

Single or Family plans - Preventative Part A, Restorative Part B, Orthodontic Part C. The Board contributes a percentage of the premium of Parts A & B, as outlined in 7:03 - Preamble. The Board will administer Orthodontic Part C and the full cost of the additional premium shall be borne by the Teacher.

7:04 Notwithstanding that Sun Life Financial is currently providing the plans indicated in 7:03 above, the Board, with prior LBU consultation, may choose any other agent to provide similar plans providing that no loss of benefits is incurred and that the premium costs are advantageous to the Board.

7:05 The remaining portions, and/or full cost of premiums as the case may be, of the plans listed in 7:03 above shall be paid by the Teachers by means of equal payroll deductions.

7:06 Coverage for new Teachers who choose to participate will begin as soon as possible after the date of commencement of employment as stated on the Teacher's letter of hire.

ARTICLE VII - BENEFITS

7:07 Coverage for Teachers currently enrolled in any of the above mentioned plans listed under 7:03 may be continued during authorized periods of Leave of Absence at the discretion of the Teacher. The Teacher will pay the full premium cost of these plans, except the Board will maintain its share of the premium as detailed in Articles 7:01 and 7:03 for Teachers on statutory pregnancy, parental, and adoption leaves. It shall be the responsibility of the Teacher to make satisfactory arrangements with the Board Office for premium payments two (2) months in advance of the commencement of Leave of Absence unless, due to the urgency of the matter, the Teacher is unable to do so.

7:08 Long Term Disability

Conditions of this benefit are as follows:

- A. The Board will administer the plan.
- B. The premium costs are the sole responsibility of the Teacher. Said premium will be deducted in accordance with Article 7:05.
- C. The LBU's of OECTA and the Board shall cooperatively elect the plan and the carrier. Either party will give six months notice to the Board of any changes they intend to undertake.
- D. All new Teachers employed by the Board will automatically be included in the Long Term Disability Plan. Teachers may opt out by written notification to the Payroll Department. Deducted premiums are non-refundable.

7:09 Sick Leave Credits

- A. The sick leave credit system is established and administered by the Board.
- B. The Board shall keep a register or registers in which shall be entered the credits, the accumulated credits, and the deductions therefrom. An itemized statement of accumulated sick leave credits and deductions shall be issued annually in September to each Teacher.
- C. The Board will place to the credit of the Teacher, any accumulation of sick leave earned with previous boards.

ARTICLE VII – BENEFITS

- 7:09 D. The Board agrees to register the Cumulative Sick Leave Plan with Human Resources Development Canada and to apply for a premium reduction on an annual basis.
- E. The Board further agrees to transfer an amount equivalent to five-twelfths (5/12) of the savings realized on the E.I. reduction, to the Teacher either to reduce the Teacher premium costs of group plans or as a benefit in cash, or as otherwise directed by the executive of the LBU as duly authorized by the members.
- F. At the beginning of each school year, each Teacher's sick leave account shall be credited with the total current school year's sick leave allowance at the rate of two (2) days per calendar month for the school year of ten (10) months from September 1.
- G. Where a Teacher commences employment after September 1st of any year, his/her annual sick leave credits will be calculated on a pro rata basis.
- H. Where a Teacher is employed on less than a full time basis in any year, her/his annual sick leave credits will be calculated on a pro rata basis.
- I. After the sick leave has been used in any school year, each Teacher shall receive pay under the plan for absence caused by sickness, physical and/or mental disability to the amount of his/her accumulated sick leave credits.
- J. All of the unused sick leave credits will be transferred at the end of the school year to the Teacher's accumulated sick leave credit.
- K. When Teacher absences require deduction from the sick leave register, deduction will be made in the following order:
- a) from present year's credit
 - b) from previous years' credit earned with this Board
 - c) from previous credit earned with previous board(s) and transferred to this Board.
- L. If, because of absence, a Teacher's cumulative sick leave credit has been reduced, it may be built up again in subsequent years.
- M. The maximum number of days allowable for accumulation shall be 250.

ARTICLE VII – BENEFITS

- N. Every Teacher who is absent because of sickness shall notify his/her principal or designate of his/her absence and of the probable date of return.
- O. i) The Board, may require a Teacher to submit a certificate from a qualified medical or dental practitioner to justify an absence due to illness of three or more consecutive working days, or for a shorter period, if in the opinion of the Director of Education, such action is necessary.
- ii) Any abuse of the Sick Leave Plan shall be brought to the attention of the Superintendent of Schools by the principal.
- iii) A Teacher cannot be expected to retroactively seek a certificate from a medical practitioner after they have returned to work following their illness.
- P. In the event of the re-employment by the Board of a Teacher, the Board shall reinstate the accumulated sick leave credit held by the Teacher on that Teacher's resignation provided that;
- (i) the Teacher has not had intervening employment which interrupted the continuity under which sick leave credits are accumulated, and
- (ii) the period when the Teacher was not employed by the Board does not exceed two (2) years from the date of resignation.

7:10 Workplace Safety Insurance Board

When a Teacher is approved to receive payments from the Workers' Safety Insurance Board (WSIB) the following shall apply:

- A. The Teacher shall cause the benefit payments to be remitted to the Board.
- B. If Revenue Canada continues to not require the reporting of WSIB payments for income tax purposes, the Board shall pay to the Teacher a salary calculated so that the net total of basic salary, including allowances if applicable and the WSIB payment for any pay period, does not exceed the normal net salary for the same pay period.
- C. In the event that WSIB payments become subject to income tax, the Board shall pay the Teacher at the full rate of pay, including allowances.

ARTICLE VII – BENEFITS

7:10 D. The Teacher shall receive the full net salary as calculated in B or C above for the duration of the WSIB benefit entitlement if the Teacher continues to have accumulated statutory sick leave credits. When a Teacher's sick leave credit is exhausted, the Teacher shall receive only the WSIB benefits applicable to the claim.

E. The difference between the Teacher's normal salary and the WSIB payments shall be deducted from the Teacher's sick leave credits on a pro rata basis in accordance with Article 7:09 K.

7:11 Leave of Absence

Application for leave under this section shall be through the Principal or in his/her absence, the Vice Principal.

A. Leave Without Loss in Pay or Deduction from Cumulative Sick Leave.

1. Each Teacher is eligible to receive and at his/her discretion will have:

a) Up to five (5) consecutive days due to the death of a spouse, child, parent, brother, or sister.

b) Up to three (3) consecutive days due to the death of a father-in-law mother-in-law or grandparent.

c) Up to one (1) day to attend the funeral of a relative or friend not covered in a) and b) above.

d) Up to one (1) day for the purpose of writing a university examination and/or attending personal graduation exercises when either is scheduled on a school day.

e) Up to two (2) days when a child is born or adopted into the immediate family. Such days shall be taken within the first two weeks of birth or adoption.

2. When a Teacher is required to be absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, any fees received shall be turned over to the Board, exclusive of travelling allowances and living expenses.

ARTICLE VII - BENEFITS

- 7:11 3. When a teacher is required to be absent because he/she is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his or her duties.
4. As it is the policy of the Simcoe Muskoka Catholic District School Board that school staff members be supported by the Board in situations arising out of an assault (actual or threatened, including verbal, emotional or physical) upon their persons, sustained in the course of their duties, such a Teacher shall be granted time off without deduction in pay or sick leave to seek legal advice.
- B. Leave with deduction from Cumulative Sick Leave Credits
1. The Board shall grant a leave of absence without loss of salary to a Teacher required to be absent for personal reasons beyond the control of the Teacher, not stipulated in Article 7:11 A. Such leave shall not exceed one day per school year and such leave shall not be granted to extend holiday periods.
2. In the event of serious illness of any person specified in 7:11 A. 1. a) or b), the Board shall grant a leave of absence not to exceed two (2) days in any school year.
- C. The Director of Education, or designate, may extend a leave of absence granted in A or B above or grant leave in special or compassionate circumstances.
- D. For the purposes of this Article, it is understood that at least twelve (12) sick days per year must be reserved for the Members own sickness or disability.

ARTICLE VII – BENEFITS

7:12 Pregnancy Leave

- A. Pregnancy leaves shall be in accordance with the Employment Standards Act except as amended as follows.
- B. A Member shall notify the Board in writing, as soon as possible, of the desire to take a leave in accordance with the Employment Standards Act, stating the expected date of delivery and duration of leave. Should a medical note be requested and there is a corresponding fee, the member shall be reimbursed for the cost of such fee. It is understood that the thirteen week provision is waived.
- C. A Member who intends to resume employment on the expiration of the leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the position/location the member most recently held with the Board, if it still exists, or to a comparable position, within the municipality, if it does not. Seniority shall continue to accrue during a pregnancy leave.
- D. The employee may continue participation in group insurance plans provided they pay, per mutually agreed payment schedule, their regular share of the premiums for the leave period and provided the group insurance plan allows continuance of such coverage. During the Pregnancy leave, the Board shall continue to make the Board's contribution for the benefit plans outlined in the Employment Standards Act unless the employee provides written notice that the employee does not intend to pay the employee's contribution, if any.
- E. If an employee suspends their benefits while on leave, the benefits will automatically be reinstated upon their return.
- F. Reinstatement from pregnancy leave under this article shall be without loss of seniority or benefits. Seniority shall continue to accrue during a Pregnancy Leave.

ARTICLE VII – BENEFITS

- G. Teachers requesting a Pregnancy and/or Parental Leave beyond the fifty-two weeks (52) weeks allowed (for birth mothers who take pregnancy and parental leaves) under the legislation, or a Teacher requesting a Parental Leave beyond the thirty-seven (37) weeks under the legislation shall:
1. be responsible for the full cost of premiums of their benefits.
 2. advise the Manager of Payroll and Benefits in writing in accordance with Article 7:07 the benefits they wish continued during this period.
 3. not be given experience credit for that time period.
- H. If at the request of the Board, a Teacher extends a Pregnancy and Parental Leave beyond the fifty-two (52) weeks or a Parental Leave beyond the thirty-seven (37) weeks, the Board will continue to pay its share of the premiums for the benefit plans listed in 7:03 for which the Teacher is enrolled, experience credit for increment purposes will be granted for the period of extension of the leave.

7:13 Parental Leave

- A. Parental leaves shall be in accordance with the Employment Standards Act except as amended as follows.
- B. Upon application in writing, a member employed by the Board and who is a parent of a child is entitled to a leave of absence without pay following:
- a) the birth of the child; or
 - b) the coming of the child into custody, care, and control of a parent for the first time.
- C. The employee may continue participation in group insurance plans provided they pay, per mutually agreed payment schedule, their regular share of the premiums for the leave period up to a maximum of thirty-five (35) or thirty-seven (37) weeks, and provided the group insurance plan allows continuance of such coverage. During the Parental Leave, the Board shall continue to make the Board's contributions for the benefit plans unless the employee does not intend to pay the employee's contribution, if any.
- D. If an employee suspends their benefits while on leave, the benefits will automatically be reinstated upon their return.

ARTICLE VII – BENEFITS

- E. A Member who intends to resume employment on the expiration of the leave of absence under this Article shall so advise the Board and on return to work the Board shall reinstate the Member to the position/location the member most recently held with the Board, if it still exists, or to a comparable position within the municipality if it does not.
- F. Reinstatement from Parental Leave under this Article shall be without loss of seniority or benefits. Seniority continues to accrue during Parental Leave.

7:14 Adoption Leave

- A. Adoption Leave shall be equated to statutory Pregnancy/Parental Leave with regard to return to position, benefits and experience credit, for increment purposes, except that the length of leave will be thirty-seven (37 weeks) maximum as provided in the legislation. Article 7:12 D. with necessary modifications will be applicable should a Teacher take an adoption leave beyond thirty-seven (37) week maximum.
- B. Leave shall be available to a Teacher who adopts a child. Prior notification of at least three (3) months shall be given to the Board of the intent to adopt on the understanding that it may be necessary for the Teacher to commence leave immediately when the child becomes available. Duration of adoption leave shall be in accordance with the policy and/or procedures of the adoption agency. Said policy and/or procedures shall be made available to administration upon request.
- C. Teachers granted an adoption leave on very short notice have the responsibility to advise and pay their share of premium of plans listed in Article 7:03 in which they are enrolled.

7:15 Extended Pregnancy/Parental Leave

- A. The Board may grant an extension to the pregnancy and parental leave as provided in Article 7:12 and Article 7:13 in accordance with the terms and conditions outlined in this Article.
- B. The Member shall provide a written request to the Board at least four (4) weeks prior to the scheduled end of the leave, as outlined above, indicating the start and end dates of the extended leave.

ARTICLE VII – BENEFITS

- 7:15 C. The extended leave shall not reduce leave under Pregnancy/Parental provisions and will not extend beyond the remainder of the school year in which the leave is ending. Return from leave will coincide with natural breaks in the school year as mutually agreed, or for the beginning of the reporting periods.
- D. The employee may continue participation in group insurance plans provided they pay the full premium coverage of the premiums for the leave period and provided the group insurance plan allows continuance of such coverage.
- E. If an employee suspends their benefits while on leave, the benefits will automatically be reinstated upon their return.
- F. An employee who intends to resume employment on the expiration of an extended leave under this Article shall so advise the Board and on return to work the Board shall reinstate the employee to the position/location the employee most recently held within the Board, if it still exists, or to a comparable position within the municipality, if it does not.
- G. An employee who intends to resume employment earlier than the originally scheduled date of return, under this Article, shall advise the Board four (4) weeks prior to the newly requested date of return.

7:16 E.I. SEB Plan

The Board will provide a weekly benefit payable for eight (8) weeks following the birth/adoption of a child. The first two (2) weeks will cover the waiting period and will be paid at 100% of the Teachers normal weekly earnings providing the Teacher complies with the conditions of the SEB Plan and a loss of earnings has occurred.

For the following six (6) weeks the Board will top-up the E.I. benefits to 100% of the Teachers gross earnings based on a per diem rate. There will be no deduction from the sick leave accrual.

ARTICLE VII – BENEFITS

7:17 Unpaid Leaves of Absence

- A. The Director of Education, or in his/her absence, the Superintendent of Schools, may grant leaves of absence for the following:
 - 1. Up to one (1) year for study at an accredited University.
 - 2. Up to one (1) year for health reasons.
 - 3. Up to two (2) years for overseas teaching with the Department of National Defence.
 - 4. Up to two (2) years for teaching with Canadian University Service Overseas.
- B. Upon written request, the Director of Education, or designate, shall grant, when requested, leave of absence for up to one (1) year in concert with or addition to Pregnancy/Parental Leave or Adoption Leave providing the Teacher's return from leave coincides with a semester change or school term.
- C. Discretionary Leave
Upon written request, the Director of Education, or designate, may extend a leave of absence or grant leave in special or compassionate circumstances.
- D. Teachers returning from a one year leave of absence are to confirm either their return intentions or request an extension in writing as stipulated in C. above, by March 1st of the school year preceeding the following school year.

7:18 LBU Funded Leaves

- A. Upon written request from the LBU, up to two (2) Teacher(s) of that LBU, who have completed the probationary period and who do not hold a position of responsibility, will be granted a half time leave of absence or other suitable arrangement acceptable to the LBU and to the Board for the next school year.
- B. Where the Teacher holds a position of responsibility, for which an allowance is payable under the terms and conditions of this agreement, and has completed the probationary period with the Board, the Board may grant such leave or approve alternate arrangements acceptable the LBU and to the Board for the next school year.

ARTICLE VII – BENEFITS

- 7:18 C. Requests for LBU Funded Leaves as in this Article must be submitted to the Board for approval before May 30th preceding the school year in which the leave is to take effect.
- D. While on such leave the Teacher will continue to earn experience credit for increment purposes and continue to receive all benefits that the Teacher would have otherwise received under the terms of the current collective agreement.
- E. The Teacher negotiators for the LBU shall be granted, under this section, without loss of salary or deduction from sick leave, whole days or half days leave, for the purpose of negotiations. Such leave shall be coordinated through the Board's Human Resources Department.
- F. 1. The LBU shall reimburse the Board at the end of December and end of June of each school year for the total cost of salary and benefits of the Teachers on leave under 7:18 A.
2. The LBU shall reimburse the Board monthly for the cost of the supply Teachers hired to provide the LBU Leave under 7:18 E.

7:19 Board Funded Administrative Leaves

- A. The Board may grant leave, without pay, to a Teacher to assume a position of Acting Principal or Acting Vice-Principal.
- B. The leave shall be for one year maximum, except as agreed upon by the LBU through the Local President.
- C. The leave shall not be used to fill any particular acting position for more than one year's duration.
- D. The leave shall not be in conjunction with leave under Article 10:01 Acting School Administrator .
- E. For each leave granted, the Board will provide 2% of release time costs incurred under 7:18 F. 1.
- F. While on such leave the Teacher will continue to earn experience credit for increment purposes.

ARTICLE VII – BENEFITS

7:20 Absence due to Inclement Weather/Impassable Road Conditions

- A. No deduction of salary or sick leave will be made if weather conditions make it impossible, in the opinion of the Teacher, to reach their assigned school. The Teacher shall make an effort to reach the nearest school within the jurisdiction of this Board if they feel it is safe to do so. The Principal must be notified as early as possible on that day.
- B. In the event that road and/or weather conditions improve, the Teacher shall proceed to his/her assigned school.
- C. Where there is clear evidence of non-compliance with A and B above, the Superintendent of Schools, in consultation with the principal, shall determine if the day's absence shall be deducted from salary.

7:21 Deferred Salary Leave Plan

A. Description

The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a one year leave of absence with pay by spreading “x” years salary payments over a “x + 1 ” year period. “x” over “x + 1” can be any of the following combinations:

- i) 3 years salary payment over a 4 year period
- ii) 4 years salary payment over a 5 year period
- iii) 5 years salary payment over a 6 year period

B. Eligibility

- 1. Any Teacher having three (3) or more years of service with this Board at the time of application and holding a permanent contract with the Board may apply to participate in the Plan.
- 2. Teachers who are contemplating retirement within seven (7) years are advised to study carefully the implications on their pensions before participating in the Plan.

ARTICLE VII – BENEFITS

7:21 C. Application

1. A Teacher must make written application to the Director of Education on or before the 31st day of March requesting permission to participate in the Plan commencing the following school year.
2. Written acceptance or denial of the Teacher's request with explanation will be forwarded to the Teacher by May 15th in the school year the original request is made.

D. Payment Formula and Leave of Absence

The payment of salary, Teacher benefits and timing of the one year Leave of Absence shall be as follows:

1. Depending on the combination selected , during the first 3, 4 or 5 years of the Plan, a Teacher will be paid 75%, 80% or 83.33% of his/her annual salary and applicable allowances. The remaining 25%, 20% or 16.66% will be accumulated and this amount plus any interest earned shall be retained by the Board to finance the year of leave.
2. The sums deducted in accordance with sub-section D. 1. shall be retained by the Board and shall accumulate interest at the prevailing rate and time schedule extended to the Board by its Bank.
3. The Teacher's benefits will be maintained by the Board during the initial 3, 4 or 5 years of the Plan (depending on the combination selected) in accordance with Article VII of this Collective Agreement and as if the employee was being paid one hundred (100) percent of her/his salary. During the actual year of absence the Board will maintain the Teacher's benefits but only where the Teacher so desires and at full cost to the employee.
4. The leave of absence shall be taken in the 4th, 5th or 6th year of the plan only (depending on the combination selected). Under special circumstances, exceptions may be granted by the Board.

ARTICLE VII – BENEFITS

- 7:21 E. 1. Sick leave and Retirement Gratuities Credits will not accumulate during the year spent on leave, but will be re-instated on return.
2. A Teacher participating in the plan shall not be eligible upon return to duty for any increase in salary and benefits that would have been received had the one year leave of absence not been taken. There shall be no break in service because of the leave.
 3. Teacher declared redundant while enrolled in the plan will be required to withdraw from the plan.
 4. Statutory deductions will be made as required by legislation. In addition, pension and union dues will be deducted in accordance with established rules and regulations.
 5. In the event that a suitable replacement cannot be found for a Teacher who would otherwise be granted a leave, the Board may defer the leave for one year by so advising the Teacher prior to April 1st preceding the school year the leave was scheduled.
 6. Should a deferral result in a leave being taken past the 4th, 5th or 6th year of the Plan (depending on the combination selected), any monies accumulated by the terminal date of the Plan will continue to accumulate until the leave is granted.
 7. A Teacher may withdraw from the plan voluntarily any time prior to January 31st preceding the year the leave was to be taken.
 8. In cases of a voluntary withdrawal, the Board reserves the right to charge administrative cost to the Teacher to a maximum of \$100 per year.
 9. In cases of withdrawal, the Teacher will be repaid all monies owing to him/her within sixty (60) days of his/her written notice of withdrawal from the Plan having been received by the Board. Monies owing will be those funds held in trust minus statutory deductions, pension and union dues adjustments.
 10. Should a Teacher die while enrolled in the Plan, any monies owing will be paid to the employee's estate.

ARTICLE VII – BENEFITS

7:21 11. Each Teacher wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

- F. As stipulated in Revenue Canada Regulation 6801, each Teacher who participates in the plan is expected to return to his or her position with the Board (or with a Board that participates in the same or similar arrangements), for a period of at least as long as the leave.

7:22 Position on Completion of Leave:

- A. Teachers granted Pregnancy, Parental, or Adoption leaves under Articles 7:12 , 7:13 and 7:14 which both commence and end within the same school year, shall be returned to their previous position at their previous school.
- B. Teachers returning from leave in September, or returning after any other leave of longer duration than covered in Article 7:22 A, and granted under terms and conditions as set elsewhere in this Agreement, will be returned to their previous position. If, in the opinion of the Director of Education or the Superintendent of Schools concerned, it is not possible to return the Teacher to her/his previous position, the Teacher shall be returned to a comparable position in the municipality where he/she was previously employed. The provisions of Section XV may apply.
- C. Teachers returning from a Board Funded Administrative Leave as defined in 7:19 shall be placed in a teaching position at the discretion of the Director of Education. Such placement shall not result in the creation of a redundancy.

ARTICLE VII – BENEFITS

7:23 Gratuity

- A. A Teacher having a minimum of ten years' service within the jurisdiction of this Board and who is no less than 6 months from the date at which they would be retired within the meaning of the Teachers' Pension Plan Act shall be paid a gratuity based upon the following calculation:

Years of Service at Date of Retiring	% of Accumulated Sick Leave Credits x 1/200 of Annual Salary
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	19
19	21
20	23
21	25
22	27
23	29
24	32
25	35

Notwithstanding the above, the Board may at its sole discretion grant a gratuity in compassionate circumstance.

- A. 1. Broken service prior to September 1, 1977 shall not be considered under this clause. However, broken service for Teachers shall be recognized subsequent to September 1, 1977.
2. Pregnancy/Parental Leave and Adoption Leave and Leave of Absence will not interrupt service but at the time shall not count as part of the years of service.

ARTICLE VII – BENEFITS

- 7:23 3. Accumulation of sick leave credits in excess of 200 days shall not count for gratuity purposes.
- B. In the event of the death of a Teacher or before recovering the full benefits of the accumulated sick leave, such remaining benefits shall be paid to her/his estate.
- C. All benefits provided shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the Teacher and the Board.
- D. In the event of the death of the Teacher previous to ten years' service within the jurisdiction of this Board, any gratuity would be at the discretion of the Board.
- E. Any Teacher employed and eligible under the Gratuity Plan of CRCS Orillia and CRSSS Alliston, prior to June 30, 1969, will be exempt from wording "and who is no less than 6 months from the date at which they would be retired within the meaning of the Teachers Pension Plan Act, " in qualifying for above plan. No new Teachers will be granted this privilege.
- F. It is recognized that Teachers presently on staff in Orillia and Alliston prior to June 30, 1969 have the right to gratuity as provided by the agreements prior to January 16, 1969.

ARTICLE VIII - SALARY SCHEDULE

8:01 Teachers shall be placed on the Salary Grid in accordance with qualifications as granted by QECO (Program 5) and based on years of experience.

8:02 Years of Experience defined:

Upon proof of submission of appropriate documentation, total years of teaching experience shall include the following:

- i) Years of teaching earned in any province or territory of Canada while certified and employed as a Teacher
- ii) Years of teaching earned out of country, while certified and employed as a Teacher

ARTICLE VIII - SALARY SCHEDULE

- 8:02 iii) Long Term Occasional Teaching experience done for the Board or with other school boards in Ontario or any province or territory of Canada in blocks of twenty (20) or more consecutive full teaching days.
- iv) Continuing Education teaching experience with this Board. Each Continuing Education class (1 credit value) shall be pro-rated to the regular school full-time equivalent workload.

Recognition of teaching experience shall not entitle a teacher to pierce the maximum of any salary category.

The onus will be on the member to submit verification of teaching experience.

All submissions/correspondence in regards to this clause will be through the Human Resources Department.

Salary adjustments will be made retroactively to the date of hire provided that verification of teaching experience is received prior to the end of the current school year. If verification of teaching experience is submitted after the end of the school year, salary will be adjusted retroactively to the first teaching day of the school year in which the verification of teaching experience is received.

8:03 Effective September 1, 2003:

- A. Teachers in the employ of the Board as of June 26, 2003, will be rounded up to the next full experience increment on the grid. Their anniversary date for purpose of movement through the grid thereafter shall be September 1.
- B. Years of teaching experience for new Teachers employed on or after September 1, 2003, will be rounded to the nearest full year (up or down) in order to be placed on the wage grid at a full step. (.5 rounds up)
- C. Notwithstanding B., Teachers will move to the next experience increment on the wage grid on September 1 of each year. This date shall become their anniversary date for the purpose of movement through the grid.

ARTICLE VIII - SALARY SCHEDULE

8:04 For the current school year, no Teacher shall receive a salary less than that which he/she earned exclusive of any allowances while teaching for this Board during the previous school year providing that the percentage of time worked has not changed.

8:05 **Payment Schedule**

The regularly scheduled payday shall be bi-weekly, every other Thursday on a twenty-six pay schedule per work year, beginning September 1, 2003. Pay shall be by direct deposit to the employee's financial institute as on record with the Employer.

8:06 Employees shall be paid in accordance with the salary schedule outlined in Article 8:09.

8:07 The employee's pay stub shall be delivered to the employee's workplace and distributed to the employee on or before the specified pay date.

8:08 **Pay Equity Plan**

The following details are taken from the approved plan developed in accordance with the Pay Equity Act 1987, and agreed to by the Teachers and the Board, June 26, 1991.

A. Effective January 1, 1993 Teachers in Classroom Job Classes D, C and B will be classified as Teachers in Classroom Job Class A0 and paid salary as detailed on the grid as set out in Article 8:06 B.

B. On January 1, 1993 a Teacher who was formerly in Category D, C or B shall move to the actual experience step in Category A0 but shall not move beyond the Penultimate experience step of Category A0 except as follows:

1) a Teacher who has under the terms of the Board's Collective Agreement, qualified to move to category A1, A2, A3, or A4, shall do so,

OR

2) a Teacher who has successfully completed the course requirements listed in 2(b)(i),(ii)or (iii) shall move to the ultimate step of Category A0 in keeping with the terms of Teachers' Collective Agreement, Article 9:01. No acceptable course shall be included which has been used in any way whatsoever by the Teacher for their category ranking or other salary purposes under the terms of the Board's Collective Agreement. Movement shall take place as follows:

ARTICLE VIII - SALARY SCHEDULE

- 8:08 i) in the case of a Teacher qualified in accordance with the Board*s Collective Agreement to be placed in Category B, 5 acceptable courses, at least 4 of which must have been completed since January 1, 1990.
- (ii) in the case of a Teacher qualified in accordance with the Board*s Collective Agreement to be placed in Category C, 7 acceptable courses, at least 5 of which must have been completed since January 1, 1990.
- (iii) in the case of a Teacher qualified in accordance with the Board*s Collective Agreement to be placed in Category D, 9 acceptable courses, at least 6 of which must have been completed since January 1, 1990.
- 3) Acceptable courses shall be defined as university courses, or Ontario Ministry of Education courses, used for category placement under the terms of the Board*s Collective Agreement with the LBU's.

C. Category A0 is calculated by using 92% of Category A1 for years 0 - 10 and the Ultimate Step at 95% of the maximum of Category A1.

8:09 Employees shall be paid according to the following salary schedule.

A. Effective September 1, 2002:

Yrs. Exp.	A0	A1	A2	A3	A4
0	30183	32807	34739	37391	40005
1	32043	34829	37227	39750	42335
2	33986	36942	39480	42131	44669
3	35940	39065	41976	44487	47017
4	37887	41183	44237	46861	49341
5	39829	43292	46785	49218	51668
6	41778	45411	48926	51594	54001
7	43717	47518	51481	53949	56343
8	45671	49642	53735	56332	58662
9	47625	51765	55753	58691	60994
10 Penultimate	50317	54693	58988	61062	63333
11 Ultimate	51959			64386	65665
12					69022

ARTICLE VIII - SALARY SCHEDULE

B. Effective April 1, 2003:

Yrs. Exp.	A0	A1	A2	A3	A4
0	30636	33299	35260	37952	40606
1	32524	35351	37785	40347	42970
2	34496	37496	40072	42763	45339
3	36479	39651	42606	45155	47722
4	38455	41800	44901	47564	50082
5	40426	43941	47487	49956	52443
6	42405	46093	49660	52368	54811
7	44373	48230	52254	54758	57188
8	46356	50387	54541	57177	59542
9	48339	52541	56589	59571	61909
10 Penultimate	51071	55514	59872	61978	64283
11 Ultimate	52738			65352	66650
12					70058

C. Effective September 1, 2003:

Yrs. Exp.	A0	A1	A2	A3	A4
0	31447	34182	36195	38958	41682
1	33386	36288	38787	41416	44109
2	35410	38490	41134	43896	46540
3	37445	40702	43735	46351	48987
4	39474	42908	46091	48824	51409
5	41498	45106	48746	51280	53833
6	43529	47314	50976	53755	56263
7	45549	49509	53638	56209	58703
8	7584	51722	55986	58692	61120
9	49620	53934	58089	61150	63549
10 Penultimate	52425	56985	61459	63621	65986
11 Ultimate	54136			67084	68416
12					71914

D. Effective August 31, 2004:

Yrs. Exp.	A0	A1	A2	A3	A4
0	32359	35173	37244	40088	42890
1	34354	37341	39911	42617	45388
2	36437	39606	42327	45169	47890
3	38531	41882	45003	47695	50407
4	40619	44152	47427	50240	52900
5	42701	46414	50159	52767	55394
6	44791	48686	52455	55314	57895
7	46870	50944	55194	57839	60406
8	48964	53222	57610	60394	62893
9	51059	55498	59774	62923	65392
10 Penultimate	53945	58638	63241	65466	67900
11 Ultimate	55706			69030	70400
12					74000

ARTICLE VIII - SALARY SCHEDULE

8:09 E. On or before November 1, or within a mutually agreeable time frame of any negotiated change affecting wages and benefits, members shall receive a statement for purposes of information containing the following:

- Credit for teaching experience
- Category classification
- Salary and allowances
- Benefit plan contributions
- Accumulated sick leave credits

F. Teachers shall be paid in Category A1 until such time as they provide proof of a different category classification.

8:10 All allowances stipulated in this article are annual amounts paid to Teachers in positions of responsibility along with the salary earned by grid placement according to qualifications and experience.

A. Effective September 1, 2002

	<u>Basic</u>	<u>Exp.</u>	<u># years</u>
Principal's Assistant	1020		
Co-Ordinator	5018	751	5
Consultant	3245	751	5
Temporary Board Office Staff	3245		
Extra Degree	912		
RR Teacher Leader	1530		
Teacher in Charge	51	per occurrence	

B. Effective April 1, 2003

	<u>Basic</u>	<u>Exp.</u>	<u># years</u>
Principal's Assistant	1035		
Co-Ordinator	5094	762	5
Consultant	3477	762	5
Temporary Board Office Staff	3477		
Extra Degree	926		
RR Teacher Leader	1553		
Teacher in Charge	52	per occurrence	

ARTICLE VIII - SALARY SCHEDULE

8:10 C. Effective September 1, 2003

	<u>Basic</u>	<u>Exp.</u>	<u># years</u>
Co-Ordinator	5229	782	5
Consultant	3569	782	5
Temporary Board Office Staff	3569		
Extra Degree	950		
RR Teacher Leader	1594		
Teacher in Charge	53 per occurrence		

D. Effective August 31, 2004

	<u>Basic</u>	<u>Exp.</u>	<u># years</u>
Co-Ordinator	5380	805	5
Consultant	3672	805	5
Temporary Board Office Staff	3672		
Extra Degree	978		
RR Teacher Leader	1640		
Teacher in Charge	55 per occurrence		

8:11 Travel Allowance

The Board shall provide a travel allowance at the current Board rate as stated in Board Policy to Teachers who must travel in the performance of their duties.

8:12 Extra Degree Allowance

This allowance shall be paid for a post-graduate degree from an accredited University, not already used for placement on the salary grid and only if the degree was not already used to obtain a higher certification rating as per the Qualifications Evaluation Council of Ontario (Programme 5). No current employee would be adversely affected by this clause.

COLLEGE OF TEACHERS COMPLAINTS

- 8:13 The parties acknowledge that a person has a right to make a complaint about the conduct of a Teacher to the College of Teachers. The parties also acknowledge that the Board may be required to independently deal with the facts giving rise to the complaint and that the tests to be applied by the College of Teachers may not be the same as the tests to be applied by the Board in considering appropriate action. The Board will be required to comply with the regulations and rulings of the College of Teachers.

COLLEGE OF TEACHERS COMPLAINTS

- 8:14 If a Teacher is the subject of an investigation by the College of Teachers, no action will be taken upon said Teacher by the Board, nor shall any notice thereof be included in the Teacher's personnel file, until the Teacher and the LBU have been duly notified by the Board.
- 8:15 The parties agree that a complaint to, or investigation by the College of Teachers is not in and of itself grounds for discipline or dismissal. Notwithstanding any determination by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

ARTICLE IX - IMPROVED QUALIFICATIONS

9:01 Upgrading Qualifications

- A. It is the responsibility of the Teacher to notify the Board in writing of an improvement in qualifications.
- B. When a Teacher has completed the requirements for raising her/his salary category before September 1, salary at the higher rate shall become retroactive to September 1 provided that the new Statement of Evaluation is filed with the Board by December 31, or, if this is impossible through no fault of the Teacher, that a "notice of expected change" along with an explanation of the delay is filed with the Board by December 1 of that year and documentary evidence that the qualifications used for the upgrading were acquired prior to September 1 of that year.
- C. When a Teacher has completed the requirements for raising his/her salary category after September 1 and notification of improvement of qualifications is received after January 1 but prior to June 30, salary shall be retroactive to January 1st, or to the date at which improvement of qualifications was completed, whichever comes later. The Teacher must submit a letter from the University detailing the date of successful completion of the course required to raise qualifications.

ARTICLE X- SCHOOL ORGANIZATION ADMINISTRATION

10:01 Acting School Administrators

- A. Upon the extended absence of a Principal exceeding ten (10) working days, the Board will appoint an interim acting Principal for the duration of the absence.
- B. Upon the extended absence of a Vice Principal exceeding fifteen (15) working days, the Board will appoint an interim acting Vice Principal for the duration of the absence.
- C.
 - 1. The Board may assign to a Teacher the duties of an administrator (principal/vice-principal) for a temporary period of time not to exceed 20 weeks or in the case of a pregnancy/parental leave, not to exceed fifty-two (52) weeks.
 - 2. Any extension of this period shall only be with the approval of the LBU.
 - 3. No Teacher shall be assigned the duties of an administrator without his/her consent.
 - 4. Acceptance by the Teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
 - 5. All other provisions of this collective agreement shall apply to the Teacher during such period of temporary assignment.
 - 6. Any Teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.
 - 7. The Board agrees to replace any Teacher who accepts an Acting Administrator position for a temporary period as described in Article 10:01 C i) and ii) above with an Occasional Teacher.
 - 8. The Board agrees to compensate any Teacher who accepts such a position and continue to pay according to Article VIII - Salary Schedule. In addition, a responsibility allowance will be provided. The Superintendent shall provide administrative release time as appropriate.

10:02 Teacher in Charge

- A. The parties recognize that from time to time Principals and Vice-Principals may be absent temporarily from their duties. To accommodate these situations, Teachers may be designated as "Teachers In Charge" at a school.

ARTICLE X- SCHOOL ORGANIZATION ADMINISTRATION

- B. A “Teacher in Charge” will remain a member of the bargaining unit for the duration of the period assigned and will retain all rights and privileges accorded under the terms of the collective agreement.
- C. A “Teacher in Charge” shall be compensated at the daily rate applicable for such a position.
- D. No Teacher shall be assigned without his or her consent.
- E. A “Teacher in Charge” will not participate in any form of evaluation of any other member of the bargaining unit.

10:03 Temporary Board Resource Staff

- A. If employed beyond a two year period the Temporary Board Resource Staff will be re-classified as Consultant and given appropriate experience credits.
- B. Non reappointment of a Teacher to a position of responsibility at the expiration of a term is not subject to grievance or arbitration procedures.

ARTICLE XI -ELEMENTARY SCHOOL ORGANIZATION

- 11:01 The number of Teacher-Librarians Board-wide will be determined in the ratio of 1.3 FTE Teacher Librarians per 1,000 FTE students. Teacher-Librarians will be assigned to elementary schools in a fair and equitable manner. FTE students shall be determined in accordance with the October 31 report to the Ministry of Education.
- 11:02 In each elementary school, there will be a minimum of one Special Education Resource Teacher for every 273 F.T.E. elementary students.
- 11:03 The average class size of elementary school classes shall be calculated in accordance with the Education Act.

ARTICLE XII -TEACHING/NON-TEACHING TIME

12:01 Organization of Preparation Time

- A. Full time teachers shall be granted 40 minutes per day for the purpose of planning and preparation time. The principal may organize preparation periods in blocks of no less than twenty (20) consecutive minutes. A schedule of preparation time will be made available to each Teacher no later than September 30th. Preparation time not fully scheduled during a particular month, June excepted, shall be scheduled during the immediately subsequent month. A preparation time period missed for reasons discussed with the teacher and authorized by the Principal prior to the event will be made up as soon as possible.
- B. Part-time teachers shall be granted the planning and preparation time prorated to the terms of their individual contracts.
- C. Preparation time will be provided by FSL, and preparation time Teachers as assigned by the Principal.
- D. At each school, teaching time, and supervision shall be divided among the teachers in a fair and equitable manner.
- E. No teacher will be assigned preparation time during the Students' Lunch Break period.

ARTICLE XIII -LUNCH BREAK

- 13:01 Each Teacher will have a minimum of forty (40) consecutive minutes for a lunch break.
- 13:02 Where outside supervision of elementary schools is required during the lunch break, the Board shall provide non-teaching supervisors. In addition, a Teacher may be assigned supervision (indoor/outdoor) during the lunch break. Such supervision shall be assigned on an equitable basis.
- 13:03 Supervision in this Article will be consistent with the school's supervision schedule approved by Administration in accordance with the Regulations.
- 13:04 In the event of inclement weather, supervision will be done with the assistance of the supervisors in a manner determined by the Principal.

ARTICLE XIII -LUNCH BREAK

- 13:05 When lunch hour supervisors are absent, the Teachers will supervise in a manner determined by the Principal.

ARTICLE XIV - PART-TIME TEACHERS

- 14:01 A Teacher may apply for a part-time teaching position by submitting a written application to their Superintendent no later than March 1st of the school year preceding the school year in which the part-time assignment is sought.
- 14:02 Teachers on part-time assignments that last for one school year or more must give notice, in writing, of their wish to return to full time employment for the next school year no later than March 1st.
- 14:03 The status of teachers in part-time positions will be reviewed by May 1st of each school year. The Board may require any Teacher in a part-time position to return to a full-time position at the beginning of a term in the next school year. If a Teacher is unable or unwilling to return to a full-time position, he or she will be offered a comparable part-time position as close as possible to their former school, if one is available, or in the absence of such a position shall be placed on a recall list.
- 14:04 At the end of a part-time assignment of one year or less, the Teacher will be returned to their former assignment if it exists or to a comparable position as close as possible to their former school.
- 14:05 If a part-time assignment exceeds one (1) school year, the Board will not be obliged to return the Teacher to full-time employment unless a position is available.
- 14:06 Part-time Teachers who apply for and are qualified for any full-time positions which become available shall be given priority over outside applicants. The seniority provisions of Article XV will apply in the case when more than one part-time Teacher is eligible for the same position.
- 14:07 Part-time Teachers shall be paid according to the salary scale prorated to reflect the percentage of time taught as a percentage of the instructional day.

ARTICLE XV -STAFF ASSIGNMENT PROCESS

This article is being considered by both parties. Final language will be distributed as a separate document for inclusion in this collective agreement.

ARTICLE XVI - ADMINISTRATION OF MEDICATION

16:01 It is understood that Teachers, in administering medication to students, do so under the principle of "IN LOCO PARENTIS", and not as a health professional.

16:02 A Teacher may refuse to administer medication. The Principal, Vice Principal, and in the case of the Principal's absence, the Teacher designated to be in charge, shall assume this responsibility.

16:03 A Teacher may refuse to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury or liability for negligence. Such procedures include but are not limited to the administration of medication, catheterization, lifting of a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder, and toileting assistance.

16:04 No Teacher shall refuse to administer medication or undertake a First Aid Medical procedure in the event of a medical emergency.

16:05 The Board shall, through existing or supplementary insurance coverage, adequately insure personnel against claims arising from the administration of medication through Board policy or Board directive.

ARTICLE - XVII - AFFIRMATIVE ACTION

17:01 Teaching positions, positions of responsibility and leaves of absence for educational purposes will be equally accessible to males and females.

ARTICLE XVIII - NON DISCRIMINATION

18:01 There will be no discrimination by either of the Parties to this agreement against any Teacher in regard to employment or any term or condition of employment because the Teacher is or was a member of the LBU or is or was exercising any right under this Agreement.

ARTICLE - XIX - PERSONNEL FILES

- 19:01 A Teacher shall have access during normal business hours to her/his personnel file upon written request to the appropriate Superintendent. A Teacher shall also have access to his/her in-school personnel file where applicable.
- 19:02 The Teacher may copy any material contained in his/her personnel file(s).
- 19:03 If a Teacher disputes the accuracy of her/his file, he/she can request in writing the correction and/or removal of the specified material. In the event that the Board refuses to correct or remove the material, the Teacher may file a grievance under the procedures outlined in this Agreement.

ARTICLE - XX - PERSONAL HEALTH & SAFETY

- 20:01 The Board and Teachers agree on the importance of a healthy and safe work environment as mandated by the Occupational Health and Safety Act.
- 20:02 Where a Teacher suffers from health problems directly related to the workplace, as verified by an appropriate medical specialist, the Board will endeavour to make suitable accommodation for the Teacher.
- 20:03 The Board and Teachers agree on the importance of a healthy and safe work environment supported by the Board's Health and Safety Policy and operating guidelines.

ARTICLE - XXI - GRIEVANCE PROCEDURE

- 21:01 It is the mutual desire of the Board and LBU that all grievances shall be adjusted as quickly as possible.
- 21:02 A grievance is a claim by a Teacher, a group of Teachers, the LBU or the Board relating to a difference arising from the interpretation, application, administration or alleged contravention of this agreement.
- 21:03 Individual or group grievances shall normally be settled in the following manner and sequence. (For the purpose of this clause, "Teacher" shall refer to an individual Teacher or a group of Teachers).

ARTICLE - XXI - GRIEVANCE PROCEDURE

21:03 Informal Resolution

- A. It is the intention of the parties that grievances be resolved informally whenever possible. Any grievance by a Teacher shall be discussed informally with the appropriate supervisor before commencing a formal grievance.
- B. The time limits set out in the grievance procedure shall begin to run when either the Teacher or the Supervisor concludes the informal discussion.

Formal Grievances

- C. At the conclusion of the informal discussion, if no resolution has been reached, the Teacher may at his or her option submit a formal grievance within fifteen (15) working days.
- D. A formal grievance must:
 - 1. be in writing;
 - 2. include the name of the grievor(s), and a detailed description of the action(s) or event(s) giving rise to the grievance;
 - 3. identify the redress sought;
 - 4. include the specific clause(s) allegedly being breached.

21:03 Step One

The formal grievance shall be submitted to the Human Resources Department with a copy to the Supervisor within 15 working days after the informal discussion has been concluded. The Human Resources Department or Supervisor, at the option of the Board, shall reply in writing to the grievance within ten (10) working days after receipt of the grievance.

Step Two

If the grievance is not deemed to be resolved on the basis of the reply given in Step One, the Teacher may, within fifteen (15) working days, at his or her option, submit the formal grievance to the Director of Education. The Director of Education shall reply in writing within ten (10) working days after receipt of the grievance.

ARTICLE - XXI - GRIEVANCE PROCEDURE

21:03 Step Three - Arbitration

- A. 1. If the grievance is not deemed to be resolved on the basis of the reply given in Step Two, the LBU may within fifteen (15) working days after the Teacher has received the reply, proceed to arbitration subject to the procedure that follows and subject to paragraph B.
2. The party desiring arbitration shall within the time lines above notify the other party in writing both of its desire to submit the grievance to arbitration and of its choice of submitting the matter either to a single Arbitrator or to a three-member Arbitration Board. The notice will also contain the name of the first party's nominee as single Arbitrator or its appointee to a three-member Arbitration Board. The recipient of the notice shall, within ten (10) days of receipt of the notice inform the other party.
- (i) where a single Arbitrator has been requested, either that it accepts the other party's nominee or of the name of its own nominee, or its refusal to accept a single Arbitrator.
- (ii) where a three-member Board has been requested, the name of its appointee to such Board.
3. If the parties fail to agree to a single Arbitrator within ten (10) days thereafter, the parties shall proceed to make their appointments to a three-member Board. However, if the parties agree on a single Arbitrator but cannot agree within ten (10) days on the nominee, the appointment shall be made by the Minister of Labour at the request of either party. If the appointees to an Arbitration Board fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour at the request of either party. The single Arbitrator or the three-member Board, shall hear representations by the parties and/or representatives and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any member or members affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs.

ARTICLE - XXI - GRIEVANCE PROCEDURE

- 21:03 4. The Arbitrator or three-member Board shall not by decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.
5. The single Arbitrator or three-member Board will make every effort to render a decision thirty (30) days from the date of the completion of the hearing of the grievance.
6. The fees for a single Arbitrator, or the Chair of a three-member Board, shall be shared equally by the parties. Each party shall bear the cost of its own appointee to a three-member Arbitration Board.
- B. Articles 4:03 and 4:04 of the Collective Agreement recognize that the Board has all the rights and privileges enjoyed by Roman Catholic Separate School Boards under the Constitution Act, 1867, the Education Act and the Charter of Rights and Freedoms and that nothing in this Agreement is to be construed to adversely affect such rights and privileges. In accordance with section 277.2(2) of the Education Act and the decision of the Ontario Court of Appeal in the case of the Essex County Roman Catholic Separate School Board v. Tremblay-Webster (1984), 45 O.R. (2d) 83, the School Board agrees to make discipline for denominational cause including dismissal for denominational cause subject to the Grievance and Arbitration Procedure under this Article 21 provided that, as the parties agree, section 49 of the Labour Relations Act (expedited arbitration) will not apply where the Board alleges that the discipline was for denominational cause in whole or in part, and provided further that the Chair of the Board of Arbitration shall be agreeable to the parties and if the parties fail to agree, shall be a Roman Catholic Separate School supporter of the Province of Ontario.
- 21:04 At any stage, the Teacher may be accompanied by one or more representatives of the LBU.
- 21:05 The LBU may file a grievance and such grievance shall be submitted for the first time at no later than Step Two subject to the inclusion of the information outlined in Article 21:03 D Step One, points one to four.

ARTICLE - XXI - GRIEVANCE PROCEDURE

- 21:06 Grievances by the Board shall normally be settled in the following manner:
- A. The Board, having a grievance arising out of this Agreement, shall first notify in writing the President of the Local Bargaining Unit of the Ontario English Catholic Teachers' Association Simcoe Muskoka Elementary Unit.
 - B. The Unit President shall reply in writing within twenty (20) working days after receipt of the grievance. Failing satisfaction with the written reply of the Unit President to the grievance, the Board may within fifteen (15) working days, proceed to Arbitration in the manner set out in section 48(2) of the Labour Relations Act.
- 21:07 The Parties may, by mutual consent, agree to extend the time line and/or submit the grievance to a single arbitrator.
- 21:08 A grievance must be discussed pursuant to Article 21:03 or filed pursuant to Article 21:05 within ten (10) working days after the Teacher or LBU becomes aware of the circumstance, or could reasonably be expected to become aware of the circumstances giving rise to the grievance.
- 21:09 Regardless of when the Teacher or the LBU became aware of the circumstances or could reasonably be expected to become aware of the circumstances, no grievance related to the present collective agreement and its administration can be advanced more than 30 days after expiry of the collective agreement.
- 21:10 A. It is agreed that the time limits provided in this Article for the taking of steps in the grievance or arbitration procedure are mandatory and it is agreed that subsection 48 (16) of the Labour Relations Act does not apply.
- B. The parties may by mutual consent, in writing, agree to extend any of the time limits in the grievance procedure or the time for submitting a grievance to arbitration.
- 21:11 As outlined in Section 50 of the OLRA, 1995, either party, at any time, may agree to refer one or more grievances to grievance mediation or mediation arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

ARTICLE XXII – LABOUR/MANAGEMENT COMMITTEE

- 22:01 The parties agree that the establishment of a Labour/Management Committee provides mutual benefit to both the Bargaining Unit and the Employer in maintaining a sound communicative and cooperative relationship.
- 22:02 The Labour/Management Committee shall consist of three members appointed by the Employer and three members appointed by the Bargaining Unit.
- 22:03 The Labour/Management Committee shall meet by September 15th, and every three months thereafter, or as required by the Bargaining Unit Executive or by the Employer to discuss matters of common or individual (party) concern. A meeting shall be held within two weeks of a request by either party.
- 22:04 Meetings of the Labour/Management Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit members of the Committee.

LETTER OF INTENT # 1

It is agreed that the Board establish yearly, a fixed fund, the purpose of which is to provide supply Teachers for up to one hundred (100) days, at the elementary school level, to replace Teachers who are absent from their classroom duties due to their supervising athletic tournaments and competitions and other similar co-curricular activities, when deemed necessary by the Principal with the approval of the appropriate Superintendent.

LETTER OF INTENT # 2

COORDINATION OF BENEFITS

The Association shall cooperate with the Board to achieve co-ordination of benefits.

LETTER OF INTENT # 3

The Board and the Teachers are committed to ensuring the smooth integration of the Teachers at St. Mary's School in Huntsville into this collective agreement. Both parties acknowledge that there will be one collective agreement covering all Teachers employed by the Board. The representatives of the parties will review the agreement and its impact on the Teachers transferred to this Board by amalgamation to determine what administrative measures may be put in place to mitigate the impact of any changes resulting from this agreement.

Notwithstanding the above, the following items are agreed upon:

1. It is agreed that the Teachers transferred as a result of amalgamation shall be folded into the existing Simcoe Seniority List with Nipissing recognized as a predecessor board for the purpose of Board experience.
2. The existing programmes and programme structure shall be maintained at St. Mary's Huntsville for the 1998-1999 school year.
3. The Teachers transferred as a result of amalgamation shall be entitled to the Benefits package (e.g. Gratuity, Group Insurance Coverage, Extended Health Care, Dental Insurance, LTD, etc.) as specified in the collective agreement between the LBU's and the Simcoe Muskoka Catholic District School Board.
4. As of September 3, 1998, Teachers transferred as a result of amalgamation shall be entitled to the salary grid as outlined in Article VIII - Salary Schedule of the collective agreement between the LBUs and the Simcoe Muskoka Catholic District School Board.

LETTER OF INTENT # 3

Notwithstanding the above,

- a) The Board shall "red circle" the salaries of Teachers who would experience a reduction in salary as a result of the above.
- b) The "red circling" shall continue until such time as their salary entitlement under the collective agreement surpasses the red circled amount.

LETTER OF INTENT # 4

No Teacher shall be adversely affected by any involvement in EQAO testing.

LETTER OF UNDERSTANDING RE: CRIMINAL BACKGROUND CHECK

The Board will pay for the cost of the collection of criminal background checks (CPIC) as required by the Board for actively employed Teachers, provided the Teacher uses the process as designated by the Board.

1. The Board will require the least intrusive criminal background check which will meet the requirements of the Safe Schools Act, the Regulations and Ministry directions, if any.
2. The Teacher is required to submit criminal background check results to the Board by July 31, 2003 in accordance with the Act.
3. If a Teacher has identified that the criminal background check has resulted in a false positive result, the Board shall grant an extension of time up to August 31, 2003, for the Teacher to apply for and submit an amended result. This date may be extended by mutual consent.

LETTER OF UNDERSTANDING RE: CRIMINAL BACKGROUND CHECK

4. The required criminal background check shall be placed in a sealed envelope in the Teacher's Employee file to be accessed only by the Director and one designate and the individual Teacher who is referenced in the CPIC.
5. If the Board decides to utilize a centralized batch model for CPIC, the Board will meet with the Bargaining Unit to determine the appropriate procedures. A personal authorization by the Teacher must be received by the Board before including the Teacher in the batch processing. The results of the processing are to be sent to the Teacher, who will then forward it to the Board.
6. Any other processes related to the development of procedures regarding criminal background checks will be developed in conjunction with and agreement of the Bargaining Unit.

ADDENDUM A

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

Supplemental Employment Benefits (SEB) Plan – OECTA

OBJECTIVE:

The objective of the plan is to supplement the employment insurance benefits received by permanent teachers for temporary unemployment caused by Pregnancy or Parental leave.

ELIGIBILITY:

Teachers employed by the Board who are permanent members of the Ontario English Catholic Teachers' Association are the employees covered by this plan.

To be eligible for receipt of a SEB, a teacher must meet the following conditions –

- Qualify for leave under Clause 7:12 or 7:13 of the current Collective Agreement
- The Spouse has not received a SEB from this Board for the same birth or adoption
- Must apply for Employment Insurance benefits and not be disentitled from receiving the benefits

The Board under this SEB Plan will pay only one SEB per birth or adoption.

Teachers do not have a right to SEB payments except for supplementation of Employment Insurance benefits for the period specified in the plan.

The teacher must provide the Board with proof that they are receiving Employment Insurance benefits and the amount of the EI benefit paid on a weekly basis.

BENEFIT:

The Board will provide a weekly benefit payable for eight (8) weeks following the birth/adoption of a child. The first two (2) weeks will cover the waiting period and will be paid at 100% of the Teachers normal weekly earnings providing the Teacher complies with the conditions in the SEB Plan and a loss of earnings has occurred.

For the following six (6) weeks the Board will top-up the E.I. benefits to 100% of the Teachers gross earnings based on a per diem rate. There will be no deduction from the sick leave accrual.

The plan is financed from the Board's general revenues. A separate payroll record will be maintained for all SEB plan payments.

As per arbitrated decision issued by Mr. Brian Keller, Arbitrator in the matter of an Agreement to Arbitrate

between

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

and

SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

Decision issued on the 26th day of June, 2003.