

SOURCE	School		
EFF.	01	09	01
TERM.	04	08	31
NO. OF EMPLOYEES	100		
NO. OF DISEMPLOYED	LP		

2001-2004 COLLECTIVE AGREEMENT

BETWEEN

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

AND

THE HURON-PERTH SECONDARY UNIT OF O.E.C.T.A. representing
Secondary Teachers employed by
The Huron-Perth Catholic District School Board

12762(01)

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ARTICLE XXI:

2001-2004 COLLECTIVE AGREEMENT
between
THE HURON-PERTHCATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called "The Board")

AND

THE HURON-PERTH SECONDARY UNIT OF O.E.C.T.A.
(hereinafter called "The Teachers")

PREAMBLE:

The common goal of the Board and Teachers is to provide the best possible Catholic educational service for the Catholic school students of the Huron-Perth Counties: to achieve that common goal it is essential that the Board and Teachers maintain the harmonious relationship which exists between them.

The Teachers and the Board agree that the viability of the system depends wholly on the continuation of commitment to the values of Catholic Education, and expect therefore, that Teachers employed by the Board will direct their property taxes to the support of Separate Schools, except where prohibited by law to do so.

ARTICLE I: DEFINITIONS

1.01 a) The term "Director" shall be deemed to include his/her his/her "designate" for the purpose of this Collective Collective Agreement unless specified otherwise in an individual individual article.

b) The term "Department Head" means a teacher appointed by the Board to perform, in respect of a school, the duties of a head of an organizational unit, in accordance with the regulations under the Education Act.

c) The term "Subject Co-Ordinator" means a teacher teacher appointed by the Board to perform, in respect of a a school, the curriculum and program duties that would would otherwise be the responsibility of a Department Head Head where the criteria for establishing a Department are are not met.

d) The term "Teacher" shall include those definitions contained in The Education Act and the Regulations as Regulations.

ARTICLE II: RECOGNITION

2.01 a) The Board shall recognize the Ontario English Catholic Teachers Association as the sole and exclusive bargaining agent for Teachers in the employ of the Board.

b) The bargaining unit includes every teacher other than an occasional teacher who is assigned to a secondary school to perform teaching duties all or some of the time.

c) The job description of a teacher may include duties in teaching, student evaluation, remediation, counseling, the role of teacher advisor or student advisor, program development or support, departmental administration, guidance, library and duties outlined in the Education Act and Regulations and other duties as may be agreed by the parties.

2.02 The Board shall recognize the right of the Teachers to authorize the Ontario English Catholic Teachers' Association, legal counsel or agent to represent the Teachers and/or to negotiate on their behalf.

2.03 The Teachers shall recognize the right of the Board to utilize the services of the Ontario Catholic School Trustees Association, legal counsel or agent to represent the Board and/or negotiate on its behalf.

2.04 The terms of this Agreement shall apply to all Teachers unless specifically stated otherwise.

ARTICLE III: MANAGEMENT RIGHTS AND TEACHER RIGHTS

3.01 Management Rights

a) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of The Labour Relations Act, The The Education Act, The Constitution Act of 1867 and the the regulations of the Ministry of Education.

b) i) Every provision of this agreement shall be construed in such a way as to enhance and to give full effect to the denominational rights of Roman Catholic separate school supporters and the Board under section 93 of the Constitution Act, 1867.

3.01 b) ii) Nothing in this collective agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholic separate school supporters and the Board under section 93 of the Constitution Act, 1867.

3.02 Teacher Rights

a) The teachers employed by the Board have all rights and privileges granted by this agreement and by applicable Federal and Provincial Acts and regulations.

b) i) No teacher shall have a disciplinary notation entered on his/her file, be suspended, be dismissed or be demoted without just cause.

ii) No Teacher shall be transferred for disciplinary disciplinary reasons.

iii) For reasons other than redundancy, the Board shall shall provide the teacher with 20 teaching days written notice of termination of employment or payment of 20 teaching days in lieu of such notice. The of reason for termination shall be provided, in The in writing, to the teacher by the Board.

iv) The reason for termination shall be sent by registered letter to the teacher's last known address or via hand delivery by the Director of Education or designate.

v) Notwithstanding the above provisions, notice of of termination of employment due to redundancy shall be in in accordance with Article 15.04 and Article 15.05 of the the collective agreement.

c) i) If a teacher is the subject of an investigation by the College of Teachers, no punitive action will be taken upon said teacher by the

Board during the investigation. At the request of the teacher, any notice thereof from the College of Teachers shall be removed from the teacher's personnel file once the teacher has been exonerated.

of Board the ii) 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 IV: NEGOTIATION DATA

- 4.01 a) The Board shall make available to the authorized Teachers' representatives, upon request, a list of qualifications, experience and total salary for each Teacher including a costing of the endrate grid as well as a statement of the number of participants in each of the benefit plans offered by the Board, the current premium rates, and the Board's cost for the provision of the total benefit package as at January 31, as well as staffing reports similar to those found in Appendix VI and VII of the Board's Report to the Factfinder(1988), when available.
- b) It is understood and agreed that the Board will make available the information requested in Article 4.01 a) subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, 1989.

ARTICLE V: COMMITTEES

5.01 EMPLOYMENT EQUITY

The Board shall establish an employment equity committee for all of its employees. The Executive of the Secondary Unit shall appoint one of their members to serve on this committee.

5.02 COOPERATIVE COMMUNICATIONS COMMITTEE

A Teachers' Cooperative Communications Committee and a Board's Cooperative Communications Committee shall be established.

- a) The Board's committee shall be comprised of three members appointed by the Board.

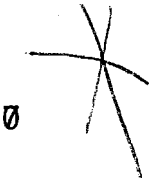
- b) The Teachers' committee shall be established jointly by the teachers of the Huron-Perth Elementary Unit and the Huron-Perth Secondary Unit. The Executive of the Secondary Unit shall appoint one (1) of their members to serve on this committee.
 - c) Notwithstanding Article 5.02 b), a Teachers' committee composed of three Secondary Teachers appointed by the Executive of the Secondary Unit may meet jointly with the Board's Committee to discuss any topic of interest that relates exclusively to the Secondary panel.
 - d) The committees shall meet jointly as the need arises. Meetings may be cancelled by mutual agreement.
- 5.02
- e) The committees may make joint or separate recommendations which will be presented by the Board's Committee to the Board for its consideration and by the Teachers' Committee to their Unit Executives.
 - f) The Board shall provide secretarial assistance and minutes for each meeting.
 - g) The committee shall not negotiate any terms or conditions of employment.
 - h) Any topic of interest to either committee may be placed on the agenda by providing notification two weeks prior to a meeting to the administrative contact assigned by the Board to serve as secretary.

5.03 BENEFITS COMMITTEE

The Board shall establish a Benefits Committee for all employee groups. The Executive of the Secondary Unit shall appoint two (2) of their members to this Committee.

5.04 HEALTH AND SAFETY

- a) As per Board Policy 3A:3. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Secondary Unit provided that such approval is not unreasonably withheld.
- b) Teachers who serve on the Joint Health and Safety Committee as well as teachers who are appointed as the health and safety officer within the school shall be permitted to carry out their duties during regular school hours.
- c) Teachers who are absent from their regular duties to perform health and safety related duties shall have their classes covered by an occasional



teacher.

5.05 COMMITTEE MEETINGS

Meetings of the Employment Equity Committee, Cooperative Communication Committee, Benefits Committee and Employee Assistance Committee shall be held at the Board Office outside of the regular school day unless determined otherwise by the Director of Education or designate. These meetings will be scheduled, as the need arises, when there are sufficient agenda items to warrant a meeting or when requested by either party.

5.06 When the Board requests OECTA Secondary representation on Curriculum committees or a Board sponsored committee and these meetings and meetings referred to in Article 5.04 and Article 5.05 are held during the instructional day, as scheduled by the Director of Education/designate or determined by pertinent legislation, occasional teacher's shall be employed to cover teachers' release time from classroom instruction when necessary. The Occasional Teachers salary shall be the Board's responsibility. This article is not applicable to Teacher/Board negotiations, mediation, arbitration and/or federation related activities.

5.07 When Secondary Teacher representation is requested by the Board on any Board Committee, the committee shall include 'a representative appointed by the Executive of the Secondary Unit.

ARTICLE VI: DURATION

- 6.01 a) This Collective Agreement and all Articles in it shall have effect from September 1, 2001 until midnight, August 31, 2004.
- b) Either Party desiring to propose changes to this Agreement shall , by April 15 immediately prior to the end of this agreement, give notice in writing to the other Party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement, unless mutually agreed to otherwise by both parties.
- c) There shall be no strike or lock-out, as defined in the Labour Relations Act, during the term of this agreement or any renewal of this agreement.

ARTICLE VII: PLACEMENT

7.01 Category definitions shall be those established by the Qualifications Evaluation Council of Ontario (QECO) Program V.

7.02 a) All teaching experience subsequent to graduation from Ontario Teachers' Colleges, and Colleges of Education or their recognized equivalent, will be recognized in full.

b) All teaching experience on a teaching certificate for which the Ministry of Education or the Ontario College of Teachers issues a Letter of Standing will be recognized in full.

7.02 c) All partial years of experience on a teaching certificate, recognized for pension purposes, will be recognized for salary purposes when the Teacher has accumulated a full year of teaching experience. When the year of experience referred to is reached on or before the 15th of the month, the adjustment in salary will be effective on the 1st day of that month. When the year of experience referred to is reached after the 15th of the month, the adjustment in salary will be effective on the 1st of the month following. Where the Board and a teacher disagree as to teaching experience, it is understood that the method of calculation for days, months, and years for the purpose of this article will be the calculation made by the Teachers' Pension Plan.

7.02 d) Allowances for experience in industrial and commercial life, teaching at a Community College, teaching at a University, or other related experience acceptable to the Director or designate, shall be credited for placement on the salary grid on the basis of one full year of teaching experience for each year of related experience.

The maximum credit shall be six years of related experience.

The following shall not be considered for experience purposes:

- i) part-time non-teaching employment concurrent with full-time study; or
- ii) employment prior to secondary school graduation, except in unusual circumstances; or
- iii) experience required for admission to any university program, including internship, leading to qualification required for issuance of an Ontario Teaching Certificate in areas directly related to the subject which the teacher is qualified to teach.

7.03 a) No Permanent or Probationary Teacher with the Board for the period September, 2001 through August, 2004 will suffer the loss of gross salary

and allowances received during the previous school year because of any clause or article in this Agreement except when the responsibility for which an allowance is paid is reduced or removed, in which case the Teacher shall be notified in writing by May 1, 2001 for the school year 2001-2002; by May 1, 2002 for the school year 2002-2003; by May 1, 2003 for the school year 2003-2004.

- 7.03 b) i) All teachers will be paid according to their positions on the Salary Schedule as determined by their QECO V certification, experience, allowances for responsibility and percentage time of their employment with the Board.
- ii) It will be the responsibility of the Teacher to present to the Director, the Teaching Certificate issued by the Ontario College of Teachers, QECO V Certificate along with evidence of special qualifications and years of teaching experience or related work experience to qualify for placement on the current Salary Schedule.
- iii) When a course or courses which result in a category change have been completed before September 1, and when relevant documents are submitted to the Board on or before December 31, the salary adjustment shall be retroactive to September 1. If the documents are not available for submission to the Board prior to December 31, the salary adjustment shall be retroactive to September 1 provided notification is made prior to December 31 of the teacher's intention to submit said documents. Retroactive pay shall only be paid following the Director's receipt of the required documents.
- iv) When a course or courses have been completed between September 1 and December 31 and when relevant documents are submitted to the Board on or before April 30, the salary adjustment shall be retroactive to January 1. If the documents are not available for submission to the Board prior to April 30, the salary adjustment shall be retroactive to January 1 provided notification is made prior to April 30 of the teacher's intention to submit the said documents. Retroactive pay shall only be paid following the Director's receipt of the required documents.

c) No teacher who was in the employ of the Board on August 31, 2000 shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of 7:03 b) above.

ARTICLE VIII: EVALUATION PROCEDURE

- 8.01 a) **As** per Board Policy No.3A:15. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Secondary Unit.
- b) No member of the bargaining unit shall participate in the evaluation of another member.
- c) The teacher may append comments to the evaluation report.
- d) A Formal Summative Evaluation shall include a pre-conference with the teacher to mutually discuss criteria prior to the day of evaluation.

ARTICLE IX: FEES

- 9.01 The Board will deduct Ontario English Catholic Teachers Association fees in 26 equal instalments in the pay period provided the scale of rates for the year is received no later than August 15 prior to the school year commencing September. In the event that the rate has not been received by that date, the rate in effect for the previous school year will be used and adjusted retroactively when the new rates become available.
- 9.02 The Board shall deduct the College of Teachers Fee in 4 equal, consecutive instalments, beginning in January of each school year for each teacher in the employ of the Board.

ARTICLE X: METHOD OF PAYMENT

- 10.01 a) Teachers shall be paid in twenty-six (26) equal instalments by direct bank deposit, commencing on the first Friday in September and every second Friday thereafter until such time as the total annual salary has been paid.
- b) Notwithstanding the payment plan set out in 10.01 a), a Teacher may request and the Board shall pay the balance of the annual salary with the last pay period in the month of June. The Board will enclose with the Teacher's first pay slip in May, a request form for direction in this regard,

which must be completed and returned within ten (10) school days if selecting this option.

- 10.01 c) A Teacher employed for less than a full school year shall receive proportionate wages, calculated on a daily basis, upon the following formula

$$\frac{\text{days worked by the teacher}}{\text{school days in the school year}} \times \text{teacher's annual salary}$$

- d) ~~On~~ or before October 31, the Board will provide to each teacher a notice(s) setting forth the following:

- Credit for teaching experience
- Category classification
- Salary and allowances
- A listing of the benefits the member has selected
- Glossary of codes on pay statements

ARTICLE XI: SALARY SCHEDULE

11.01 a) Salary Schedule

- i) September 1, 2001 - August 31, 2002 as per Appendix A
- ii) September 1, 2002 – August 31, 2003 as per Appendix A
- iii) September 1, 2003 – August 31, 2004 as per Appendix A

- b) It is understood that the Teacher Pay Equity Plan places a teacher in Level " A for salary purposes when the QECO certification rates the teacher in Levels "D", "C", or "B".

ARTICLE XII: ALLOWANCES

12.01 Department Head

A department head shall be paid a responsibility allowance of \$3030.00 per year.

12.02 Subject Coordinator

A subject coordinator shall be paid a responsibility allowance of \$1950.00 per year in 2001-2002.

In each of the years 2002-2003 and 2003-2004 the total responsibility allowance for Department Heads and Subject Coordinators will be increased by the same percentage as the grid but applied to the allowance of the Subject Coordinators only.

12.03 Extra Degree Allowance

- a) Commencing September, 1989, the Board will pay a Teacher presently in Category A4 who earns a Specialist or Honour Specialist Certificate, a Principals' Certificate, Masters' Degree, or Doctorate Degree recognized by QECO which has not been used to determine Category placement in A4, a one-time allowance as follows:
- | | | |
|--|-----------|-------------|
| i) Specialist or Honour Specialist or
Certificate | - \$500 | Principals' |
| ii) Masters' Degree | - \$1,000 | |
| iii) Doctorate Degree | - \$1,500 | |
- b) It is the responsibility of the teacher to provide to the Director evaluation by QECO to qualify for these allowances.
- c) Prerequisite courses required for entry into the Specialist or Honours Specialist course may not have been used to determine Category placement in A4 for the purpose of this article.

12.04 Travel Allowance

Teachers required to use their own private transportation for school activities, upon prior authorization by the Director, will be paid 33 cents per kilometre.

12.05 Continuing Education

All Teachers of credit courses shall be compensated at the rate of \$30.00 per hour for the school year 2000-2001.

12.06 The Board will assist teachers with the Religion Education Part I tuition by payroll deductions for up to one year.

ARTICLE XIII: BENEFIT PLANS

13.01

Definitions:

- a) Full Time Employee - means a probationary or permanent employee whose employment at September 1 each year is equal to or greater than 45% of a full-time teaching position, and
- b) Part-time Employee - means a probationary or permanent employee whose employment at September 1 each year is less than 45% of a full-time teaching position.
- c) Dependent - means an employee's spouse and unmarried children, excluding any of the following:
 - any person who qualifies as an employee
 - any person residing outside of Canada or the United States
 - any child who has attained age 21

A child up to age 25 is considered a dependent if he/she is in full-time attendance at a bona fide diploma or degree granting institution.

No person may be considered to be dependent of more than one employee.

- d) Eligible Employee - means a probationary/ permanent full-time or a probationary/permanent part-time Teacher who has not filed with the Board evidence of coverage as provided by spouse, or other exemption certificate.
- e) Age 65 - means an employee's 65th birthday.

13.02

Semi-Private Hospital Insurance - unlimited (Liberty Health or equivalent) The Board will participate in the cost of single or family coverage as requested by the employee at

- a) 90% for a full-time employee, and
- b) 45% for a part-time employee

13.03

An extended Health Care plan including a Vision Care provision of \$200/24 months is provided and is a condition of employment for all eligible employees. The total yearly maximum payable per person for professional services as outlined by the insurer being that of a psychologist, speech therapist, podiatrist, osteopath, naturopath, registered massage therapist, chiropractor, and/or physiotherapist shall be \$450.00 for each type of professional practitioner.

The limit per visit established in the Plan shall be \$30.00 per visit. The Board will participate in the cost of single or family coverage as requested by the employee at

- a) 90% for a full-time employee, and
- b) 45% for a part-time employee.

- 13.04 Dental Insurance Plan (Liberty Health Plan No. 9 with Riders 2 and 3 and with Rider 4 to a maximum of \$2,000 per family member)
(Current ODA Fee schedule, less two years)

A Dental Insurance plan is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at

- a) 90% for a full-time employee, and
- b) 45% for a part-time employee

Note: "Current O.D.A." means "at September" of the contract year.

- 13.05 Group Life Insurance (OTIP or equivalent)

- i) A Group Life Insurance Plan, to age 65, is provided and is a condition of employment to the extent of 2 X earnings to the nearest 1,000 including AD & D for full-time and part-time employees with 80% of the premium paid by the Board. A teacher may elect for an additional 1 X earning with the additional premium paid by the teacher.
- ii) Dependents' Life is made available in the amount of \$10,000 for spouse and \$5,000 for wholly dependent children with the full cost being paid by the employee.

- 13.06 Deluxe Travel Insurance (Liberty Health or equivalent)

A Deluxe Travel Assistance Program (out of country) is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at:

- a) 90% full time employee
- b) 45% part time employee

- 13.07 Long Term Disability Income Plan (CPP Primary Offset)

The Board will make available to "full-time" and "part-time" Teachers for a period of disability from the sixty-first (61st) working day, (terminating when the teacher qualifies for a 66% unreduced service pension or until age 65, whichever first occurs), a wage-loss replacement plan as provided by OTIP, Option D, having a monthly benefit of 100% of monthly income while sick-leave credits exist (.4 days for each day of qualified disability

charged to sick leave) and 60% thereafter plus contributions to Teachers' Pension Plan Board (T.P.P.B.), provided that:

- a) The Board is not required to participate in the cost except to the extent of administrative services, and
- b) The annual cost is deducted from the Teacher in the same ratio as the salary schedule at Article 10.01.
- c) It is understood by both parties that the carrier of the plan can be changed by the consensus of the Board and the Board's various employee groups.
- d) Participation in the LTD plan for secondary teachers is a condition of employment for all teachers hired after the ratification date of this Agreement by both parties.

ARTICLE XIV: STAFFING

14.01 The overall system-wide Secondary Pupil Teacher Ratio will be no greater than 19.74 to 1.

14.02 The calculation of the Secondary Pupil Teacher Ratio will be as follows:

Number of Full Time Equivalent Secondary Students as of October 31

Number of Full Time Equivalent Secondary Teachers in the Bargaining Unit as of October 31

14.03 Should the system-wide Secondary Pupil Teacher Ratio be greater than 19.74 to 1 on October 31st, the necessary staff increase will be added by November 30th.

14.04 a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every secondary school by September 15 of each school year and shall hold its first meeting by September 30. Subsequent meetings shall be held on or before January 15 and on or before May 15. The above time-lines may be altered by mutual agreement between the principal and the teachers' representatives.

14.04 b) The Committee (LSSAC) shall consist of three teachers elected by the teaching staff, the principal, who shall chair the committee, and the vice-principal of the school

c) The duties of the LSSAC shall be as follows:

- i) to meet at the proscribed times, or as necessary, or at the request of either party but not less than once per school term during the school year.
- c) ii) to advise the principal regarding:
 - the school staffing priorities
 - teacher instructional workload distributions and instructional assignments arising from the distribution of staff within the school
 - the school supervision, on call and lunch break arrangements
 - the suggestions or requests of any teacher(s) who makes submissions to the committee regarding the above.
- iii) the committee shall appoint a recording secretary who will report the discussions/results of the meeting to all teachers at the scheduled staff meeting.

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14.05 DEPARTMENTS

- a) A Department is a division of a secondary school in a particular area or areas of curriculum in which there is a minimum of 15 sections scheduled to be taught in an academic year which is supervised and administered by a Department Head under the direction of the Principal.
- b) The 15 sections referred to in 14.06 a) may be altered to 12 sections should it be evident to the Principal and the Supervisory Officer and with the approval of the Director that the organization can best be accommodated with the lesser number of sections.

14.06 DEPARTMENT HEAD

- a) Each Secondary School shall have a minimum of 6 Department Heads.
- b) When a Department is established, a Department head shall be appointed to perform the curriculum, administrative, program and supervisory duties of that Department. The area of curriculum for which a Department Head is responsible may be modified by the Principal as deemed appropriate from time to time.

- c) Appointments to the position of Department Head shall be made by the Board for a term of three (3) years.
- d) When the position(s) of Department Head is to be filled, a request for applications shall be circulated throughout the secondary schools.

14.07 SUBJECT COORDINATOR

- a) Each Secondary School shall have a minimum of 5 Subject Coordinators.
- b) In curriculum areas where the criteria for establishing a Department are not met, the principal, subject to the approval of the Director, may appoint a subject coordinator for the purpose of performing curriculum and program duties that would otherwise be the responsibility of a Department Head.
- c) The appointment of a Subject Coordinator shall be made for a term of three years. Such appointments will be made subject to the approval of the Director of Education.
- d) When the position(s) of Subject Coordinator is to be filled, a request for applications shall be circulated throughout the secondary schools.

14.08 STUDENT SERVICES

- a) Student Services shall include both Guidance and Chaplaincy and may include additional subject areas or areas of responsibility as deemed appropriate from time to time.
- b) One person from within the Student Services Department will be appointed Head of Student Services. The Head of Student Services shall supervise and support the work of the Pastoral Team, Guidance Personnel and Services, and that of any other area of responsibility which may be included within the organization of this Department from time to time.

14.09 Acting Administrator

- a) The Board may assign to a teacher the duties of an administrator (Principal/Vice-Principal) for a temporary period of time not to exceed ten (10) teaching months.
- b) No teacher shall be assigned without his/her consent.

- c) Acceptance by the teacher of such duties on a temporary basis shall not interrupt the teacher's accumulation of seniority rights or credit for experience under the provision of this agreement or his/her membership on the local Unit of the OECTA.
- d) All provisions of this collective agreement shall apply to the teacher during the term of assignment.
- e) The assigned teacher shall not perform the evaluation of teachers under his/her supervision during the temporary assignment.
- f) The assigned teacher shall be paid 95% of a Principal's salary for replacing a Principal or 95% of a Vice-principal salary for replacing a Vice-Principal, pro-rated should the term of responsibility be for less than a full school year.
- g) The assigned teacher shall be replaced by an occasional teacher for the duration of the assignment.

14.10 The Board is to maintain class sizes at the levels indicated in the Education Act in each school year.

14.11 The Board shall continue to employ only certified teachers or teachers with "Letters of Permission" who are registered with the Ontario College of Teachers for all teaching positions, Grades 9 to 12/OAC, including Special Education Resource, Guidance and Teacher Librarians. This article does not prevent the Board from hiring support personnel such as Teacher Assistants, Lay-Chaplains, Counsellors, Library or Computer technicians however these support positions shall not be part of the pupil/teacher ratio.

14.12 TEACHER IN CHARGE

- a) The parties recognize that from time to time school administrators (Principals and Vice-Principals) may be absent temporarily from their duties. To accommodate these situations, a teacher shall be designated a Teacher in Charge at a school.
- 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) Teacher in Charge shall be compensated an additional daily rate of \$40.00 per day, pro-rated for periods of less than one day.

- d) Such assignments shall not exceed three consecutive school days.
- e) The Board shall replace any teacher designated as a Teacher in Charge with an occasional teacher on the assigned days.
- f) Costs associated with the occasional teacher usage are to be applied from the administrative allocation.
- g) No teacher shall be assigned without his or her consent.
- h) Teacher in Charge will not participate in any form of evaluation of another member of the bargaining unit.

14.13 RE-ASSIGNED TEACHER

- a) When only one administrator is absent, or when a Teacher in Charge has been designated as per Article 14:12, the Board may re-assign a teacher to attend to supervision of students and like duties.
- b) No teacher shall be re-assigned without his or her consent.
- c) The Board shall replace any teacher designated as a Re-assigned Teacher with an occasional teacher.
- d) Costs associated with the occasional teacher usage are to be applied from the administrative allocation.
- e) The duties assigned to the Re-assigned Teacher are teaching duties save for emergency situations.
- f) Re-assigned Teacher shall be compensated at a daily rate of \$20.00, pro-rated for periods of less than one day.

ARTICLE XV: WORKING CONDITIONS

- 15.01 a) All full-time classroom teachers will be assigned timetabled duties consisting of credit courses, credit equivalent courses, equivalent programs (TAP, remedial program, supervision, on-calls) and special duties to a maximum of 6.67 aggregate eligible program workload as defined by the Education Act and its Regulations.
- b) Notwithstanding 15.01a), full-time Teacher-Librarians, Guidance

Counsellors, Teacher Chaplains, Cooperative Education teachers and Special Education Resource Teachers may be assigned to their areas for the full school day, with an unstructured timetable based on 440 hours per semester, including a 15 minute break in the morning, and a 15 minute break in the afternoon. It is understood that Special Education Teachers may have a combination of a unstructured and a structured timetable in the area of Special Education for the purpose of this article. Teachers assigned in this manner shall not be assigned any other duties.

- c) A teacher with a mixed schedule of classroom workload and unstructured workload will not be assigned more than the equivalent of 6.67 periods.
- d) No classroom teacher shall be assigned more than 6 credit and/or credit equivalent courses per school year. No classroom teacher shall be assigned more than 3 credit and/or credit equivalent courses per semester.
- e) Notwithstanding Article 15.01 d), for the school year 2001-2002, a classroom teacher may be assigned an additional .5 credit course per school year, should the Board not be able to hire a suitable teacher in a particular subject area. A classroom teacher assigned a .5 credit course in this manner will not be assigned any other duties except TAP.
- f) As part of the 6.67 eligible program workload, equivalent programs shall be assigned as follows for a full-time classroom teacher:
 - i) 36 - ½ period on-calls
 - ii) 9 - ½ periods for emergency on-calls, remediation and/or eligible supervision. Eligible supervision shall include hall supervision, lunch supervision during preparation planning time, study hall supervision and any other supervision mutually agreed upon by the Board and the Association.
 - iii) No more than 2 half period on-calls may be assigned per week.
 - iv) 0.17 TAP
- g) Notwithstanding Article 15.01 f) i) ii) & iii), in an emergency situation as determined by the Principal, a teacher will not refuse an on-call or eligible supervision even if the periods in Article 15.01 f) i) ii) & iii) are exceeded.
- h) All unassigned time outside the 6.67 eligible program shall be available for teachers as preparation and planning time.

Preparation and planning time is defined as planning lessons, planning curriculum, planning Co-instructional activities, parental communication, team meetings, IPRC's, evaluating students, in-service training, study and other appropriate professional activities approved by the School Principal.

- i) A part-time teaching assignment shall be calculated as a percentage of a full-time teaching assignment and shall be prorated accordingly.
- j) The Board will make every reasonable effort to have the assignment of teaching load, class size, teaching time, supervision duties, equivalent programs and other related assignments done in a fair and equitable manner for all teachers.
- k) The responsibility for ensuring that an Occasional Teacher is obtained to replace a teacher that is absent lies with the principal. A teacher who will require an Occasional Teacher replacement is only required to notify the principal or his/her designate.
- l) Should a teacher be required to perform equivalent programs exceeding 45 half periods, compensating time from instructional time shall be provided. This time-in-lieu shall be cumulative and may be taken in blocks of half days. The Board shall provide an occasional teacher during the usage of these time-in-lieu blocks.

15.02 LUNCH BREAK

- a) The Board will provide Teachers with 40 minutes of uninterrupted lunch break as required by Regulation 298.
- b) Notwithstanding the above, the principal may, with the consent of the teacher, or in exceptional or emergency situations, assign supervisory duties as required in this period.

15.03 PERSONAL FILES

- a) A personal file is defined as any and all documentation the Board has regarding a teacher. A teacher shall have access during normal business hours to his/her personal file upon written request to the Director. A teacher shall also have access to his/her personal in-school data file. The teacher may copy any material contained in all teacher business written file.

in these files.

present
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of

An appropriate board official shall be present when a teacher reviews his/her file and the teacher may be accompanied by an individual of his/her choice.

to
person
shall
of
authorized

b) Where a teacher authorizes, in writing, access to that teacher's personal file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

materials

c) Teachers shall receive copies of any materials placed in their personal files.

performance
the

d) Copies of any document respecting the performance or conduct of a teacher shall be given to the teacher.

document
that
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as
the

e) The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

f) A teacher shall have the right to place material in the teacher's files.

g) A teacher shall be entitled to append comments to any report.

Report,
appended
original

h) Where the teacher appends comments to a Report, the Board shall provide a copy of the appended comments to all persons who received the original report.

i) If a teacher disputes the accuracy of the contents of the files, the teacher can request in writing the removal of the specified material.

15.04 RESIGNATION OR REDUNDANCY

- a) A teacher may resign at any time with the mutual consent of the Board.
- b) A teacher may resign by giving a twenty (20) days' written notice to the Board.
- c) Subject to Article 15.05, the Board may terminate a teacher due to redundancy by giving written notice to the teacher by registered mail or via hand delivery by the Director of Education or designate on or before December 31st for the termination to be effective January 30th or on or before May 31st for the termination to be effective August 31st.
- d) The Board shall guarantee that members of the Huron-Perth Secondary OECTA unit shall not be declared redundant, nor shall there be any lay-offs of secondary teaching staff for the school years 2001-2004 unless there is an extraordinary decline in enrolment or funding whereupon the Board and the Executive of the Secondary Unit shall meet prior to any notices being forwarded to teachers.

15.05 TEACHER TENURE, REDUNDANCY AND RECALL

- a) A newly hired teacher who has less than two (2) years of experience as a teacher shall be a Probationary Teacher for two years. A newly hired teacher with two (2) or more consecutive years of teaching experience as a teacher shall be a Probationary Teacher for one (1) year. Once the Probationary period is completed and if the teacher remains in the employ of the Board, the Teacher shall be a Permanent Teacher.
- b) Where qualified Teachers with certification for special program and subject areas are required by the Ministry of Education or the Ontario College of Teachers, first consideration shall be given to those already on staff who are so certified.

- 15.05 c) i) For the purpose of this article, continuous years of teaching experience with the Board shall mean the length of continuous service with the Board or its predecessor board(s) from the most recent date of hire for a position requiring a Teachers' Certificate.

- ii) No teacher will be declared redundant and/or suffer any loss of position due to the return of any Principal(s) and/or Vice-Principal(s) to the Bargaining Unit.
- Vice-
- d) 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/secondments taken with the approval of the Board, including leaves for lengthy illness.
- e) For Teachers hired from another Board, from January 1986 to August 1991, their previous teaching experience shall be counted as having been gained with this Board for purposes of placement on the seniority list. For Teachers hired subsequent to August 1991, teaching experience gained with this Board or predecessor board shall be given priority for purposes of placement on the seniority list.
- f) The Board shall distribute subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, 1987, to the Local Unit President and the Principal of each school, on or about January 1, a list showing total years of continuous experience with this and predecessor Boards, accurate to the previous 1st September. All Secondary teachers employed by the Board, including individuals referred to in Article 15.05 d), shall be placed on the list.
- g) Part-time experience will be pro-rated as a percentage of full-time taught.
- h) Designate Teachers From Coterminous Board of Education - Letter of Intent- Appendix "A-I" attached
- 15.05 i) Where reduction of teaching staff is necessary for any reason, reductions will, after the Board has taken into account Article 15.05 b) be made on the following basis and in this order:
- i) Normal attrition
 - ii) Continuous years of teaching experience with this Board or the coterminous Board for teachers who have transferred
 - iii) total teaching years experience in Ontario that is acceptable to the T.P.P.B.
 - iv) qualifications or other subjects successfully taught
 - v) total years of other teaching experience

j) Teachers declared redundant in accordance with Article 15.05 b) and 15.05 i) shall be placed on a recall list in order of greatest seniority.

k) When the Board is in a position to hire a new teacher, the Board shall first offer the position to the Teachers on the recall list in the order established in Article 15.05 j) and subject to Article 15.05 b) and 15.05 l).

l) If a teacher does not have the necessary certification but in the opinion of the Director of Education or designate is otherwise qualified and the Ontario College of Teachers approves the application for a Letter of Approval, the Board shall first offer the position to the Teacher on the recall list, provided the Teacher commits to obtaining the necessary certification within a reasonable time-frame determined by the Director of Education or the Ontario College of Teachers.

m) If a teacher on the recall list refuses a position offered, the teacher forfeits his/her right to recall unless the reason for refusal is acceptable to the Director of Education or designate.

n) Teaching positions which become available shall be offered to teachers on the recall list by verbal contact: however if the individual cannot be reached verbally, a registered letter shall be forwarded to the last known address. The teacher will be given ten (10) calendar days from mailing of the registered letter to respond.

o) It is the responsibility of the teacher to provide the Board a current address and telephone number.

15.05 p) If a teacher accepts a teaching position of less teaching time than previously held, immediately prior to termination, because no other teaching position is available, that teacher shall be offered the first teaching position available that matches or increases the teaching time held prior to termination subject to Article 15.05 b) and 15.05 l).

q) A teacher's name shall remain on the recall list for a period thirty-nine (39) months from the last teaching day prior to termination subject to Article 15.05 m).

15.06 WORKERS' SAFETY AND INSURANCE BENEFITS

- a) When Worker's Compensation is in effect, the difference in salary between the Teacher's regular salary and the amount paid by the Worker's Compensation shall be paid by the Board. The number of days deducted from statutory sick leave or reserve shall be in proportion to the percentage of Teacher's salary paid by the Board. Submission made by the Board concerning an employee's claim to the Work Place Safety and Insurance Board will be copied and forwarded to the employee.
- b) The Board shall provide the unit President with a
 a copy of the employer's report of the injury or
 or disease (Form 7) when submitting such form to the
 Workers' Safety and Insurance Board.

ARTICLE XVI: LEAVE PLANS

16.01 SICK LEAVE

- a) The Board will accumulate for each full-time Teacher the unused balance of the twenty (20) days sick leave per year to maximum total of 200 days.
- b) Each part-time Teacher shall be allowed the pro-rated number of sick days per year in accordance with their teaching time, with the unused balance accumulated to a maximum of 200 days.
- c) It is the responsibility of the Teacher to present to the Director a statement of accumulated unused sick leave being brought forward from the Teacher's last Board.
- 16.01 d) The Director shall present to each Teacher, with the final payment for each school year, a statement of accumulated unused sick leave days.
- e) To qualify for an absence due to illness, the Principal must certify the absence. For continuous absence exceeding three (3) days, a medical or dental doctor's certificate may be requested by the Board and if there is a charge for the certificate, it will be paid by the Board. Payment for days absent because of illness in excess of twenty (20) days in any one school year will be charged against accumulated unused sick-leave days, if any, and will reduce the accumulation accordingly.

- f) When the accumulated sick-leave days have been exhausted, the Teacher shall request, with medical evidence, a leave of absence which shall be automatically granted for up to the remainder of that contract year. The extension of such leave shall be requested annually on or before May 1 with similar evidence.

16.02 JUROR, WITNESS, QUARANTINE

- a) A teacher is entitled to salary despite absence from duty by reason of a summons to serve as a juror, or a summons to serve as a witness in any proceeding to which the teacher is not a party or one of the persons charged, provided that the teacher pays the Board any fee, exclusive of travelling and living allowances, that the teacher receives as a juror or as a witness. The days shall not be deducted from the sick leave credits.
- b) A teacher who cannot report to work due to a quarantine by order of the medical health authorities for which he /she is not ill, is entitled to salary despite absence from duties and the days shall not be deducted from sick leave.

16.03 COMPASSIONATE LEAVE

- a) A Teacher is entitled to leave without loss of pay for a period of up to five (5) days for the purpose of attending the funeral of a member of his/her immediate family (spouse, children, mother, father, brother, sister, grandmother, grandfather, grandchildren, guardian, brother-in-law, sister-in-law) or the immediate family of his/her spouse (mother, father, sister, brother, grandmother, grandfather, guardian). The Teacher will notify the principal of his/her absence.
- b) A Teacher may be granted a leave with the approval of the Principal without loss of pay for a period of one (1) day for the attending of a funeral of any other relative not mentioned in a) above.
- c) The Director may, at his/her discretion, allow a leave of absence of one (1) day without loss of pay to attend the funeral of a person not mentioned in a) or b) above.
- d) The Director may, at his/her discretion, allow more time off for a), b) or c) above, subject to their respective conditions.

16.04 SPECIAL CIRCUMSTANCES

- a) A Teacher with the Board may be entitled to a leave of one (1) day, with the approval of the Director, per examination, without loss of pay, for the purpose of writing an examination in an academic subject or the receiving of a degree.
- b) A Teacher may be granted a leave for one (1) day, with loss of pay, under special circumstances approved by the Director.
- c) A Teacher may be granted up to two (2) days leave, without loss of pay, for urgent personal reasons approved by the Director.
- d) The Director may, at his/her discretion, allow more time off for a), b) and c) above, subject to their respective conditions.
- e)
 - i) A full time Teacher is eligible for DISCRETIONARY LEAVE of three (3) days without pay per annum, provided that twenty-four hour notice is given in advance to the Director of Education and the School Principal.
 - ii) A part-time Teacher is eligible for DISCRETIONARY LEAVE of one and one-half (1 1/2) days without pay per annum, provided that twenty-four hour notice is given in advance to the Director of Education and the School Principal.
 - iii) Discretionary Leave shall not be taken to extend a holiday period.
 - iv) For purposes of this clause, a full-time Teacher and a part-time Teacher are as defined in Article 13.01 a) and b).

16.05 EDUCATIONAL IMPROVEMENT LEAVE

Educational Improvement Leave may be granted on the recommendation of the following selection committee: two Teachers, two Trustees, and the Director, and with the approval of the Board.

- a)
 - i) The primary purpose of such leave will be the meeting of a need within the System.
 - ii) Proposals for study and/or research shall clearly outline the benefit(s) to the Huron-Perth Catholic District School Board and shall indicate the method(s) by which such benefit(s)

may be disseminated throughout the System.

- b) Proposals shall be submitted to the Director by January 15 of the year in which leave is desired.
- c) Applicants shall have taught for five (5) consecutive years in the employ of the Huron-Perth Catholic District School Board.
- d) An applicant granted such leave shall receive 75% of the salary which would ordinarily be received during the year in which leave is granted.
- e) Educational Improvement Leave may extend to a maximum period of one (1) year.
- f) The period of such leave will be considered as experience for the purpose of annual increment.
- g) The granting of such leave will require the Teacher to sign an agreement to teach for the Board for two (2) years following completion of the leave or failing to comply with the requirement, to reimburse the Board for salary received during the period of leave.

16.06

PARENTHOOD LEAVE

a) PREGNANCY/PARENTAL LEAVE

- i) Pregnancy/Parental Leave shall be granted under the Employment Standards Act, December 1990, or as amended from time to time.
- ii) A Teacher shall be granted Pregnancy/Parental Leave during her first and subsequent years of employment with the Board.
- iii) Pregnancy/Parental Leave shall be without regular pay. The Board shall, however, establish a registered and approved Supplementary Unemployment Insurance Benefit Plan (SUB-P). As part of this plan, the Board shall pay 95% of teacher's salary during the two week waiting period.

Such salary shall be paid on the last day prior to the commencement of the leave. The Board shall pay its share of the Teacher's benefits for the statutory period of Pregnancy/Parental Leave allowed under the Employment Standards Act.

iv) The Board shall be under no obligation to make any contributions to the Teachers' Pension Fund on behalf of the Teacher. Statutory Pregnancy/Parental Leave granted under the Employment Standards Act shall count as teaching experience.

b) PATERNITY LEAVE

Leave of absence without loss of pay occasioned by and around the time of birth shall be granted to the father. Such leave shall be for a total of not more than three (3) days and shall be at the times mutually agreed upon between the Principal and the Teacher.

16.06

c) ADOPTION LEAVE

Where a Teacher officially adopts a child, he/she shall be granted a leave of absence under the same terms as contained in Article 16.06 a). For purpose of this article, article 16.06 b) shall apply equally to the mother.

d) EXTENDED PARENTAL LEAVE

The Board, at its discretion, may grant to a Teacher who requests in writing, a leave without pay. During the leave, the Teacher will maintain but not add to his/her total years of continuous experience with this and predecessor Boards. Current benefit plans will be made available to a teacher while he/she is on an Extended Parental Leave subject to the teacher paying the full cost of these benefits.

16.07

SICK LEAVE GRATUITY

a) This plan shall apply to all full-time and permanent part-time Teachers employed by the Board.

b) A Teacher who has served with the Huron-Perth Catholic District School Board or its predecessor board for twelve (12) consecutive years and who has applied for a pension or commuted value under the provision of the Teachers' Pension Act, shall be entitled to a sick-leave gratuity on retirement.

c) The amount of the gratuity shall be calculated as follows:

$$\frac{N \times S}{200 \times 5}$$

- where N is the number of unused accumulated sick-

leave credit days at the time of separation from the Board (maximum 200 days), and S is the final rate of salary at the date of separation from the Board.

- d) The sick-leave gratuity will be paid following retirement in the following manner as requested by the Teacher
 - i) one payment
 - ii) four equal yearly payments
- e) In the event that a Teacher dies after retirement but before having received the full sick-leave gratuity, the balance of any such gratuity shall be paid to the Estate of the Teacher.
- 16.07 f) In the event of death of a Teacher with a minimum of twelve (12) consecutive years full-time employment with the Board or its predecessor board prior to retirement, and where death occurs before retirement, the benefits of this plan shall be paid to the Teacher's estate.

16.08 TEACHER-FUNDED LEAVE PLAN

- a) A Teachers' "self-funded leave plan" is established permitting a one (1) year leave of absence through deferral of salary to finance the leave. Any Permanent Teacher with the Board is eligible to participate in the plan (see Policy No. 3A:4 for application procedures).
- b) S over Y plus $1(S/Y + 1)$
 where:
 "S" equals the annual salary plus responsibility allowances if applicable;
 "Y" equals the number of years in the plan; and
 "1" equals the retained earnings to be paid in the year of leave.
 The above calculation shall be made each year the Teacher is actively enrolled in the plan prior to the leave.
 - i) All applications for a $S/Y + 1$ plan must clearly state both the number of teaching years prior to taking leave and the date the leave is to commence. In all cases, the year of leave will be the last year of the plan.
 - ii) The Board shall retain the amount calculated as "1" above in each year of active enrolment in the plan prior to the year of the leave in a joint savings account (in trust) of the Teacher

and the Board (at the Bank with which the Board deals). The savings shall be withdrawn with accumulated interest and paid to the Teacher to help finance the year of leave in a manner that the number of payments will not exceed that contained in Article 10.00 in the Teacher-Board Agreement.

- iii) All other conditions and procedures as contained in Policy 3A:4 shall apply.
- c) The Board will pay its share of the cost of employee benefits for the Teacher during the year leave.

16.09 FEDERATION LEAVE

- a) Upon written request of the Unit Executive, the President of the Huron-Perth O.E.C.T.A. Unit shall be granted leave from educational duties for no more than sixty percent (60%) of a full teaching assignment to perform federation business at the local and/or provincial levels, provided that such notice is delivered to the Director on or before May 1. This secondment shall be scheduled to take place on the basis of half days or otherwise in consultation with the Director. The President may delegate a portion of his/her release time to other Unit Officers with the approval of the Director of Education provided such approval is not unreasonably withheld.
- b) 100% of his/her full-time equivalent salary, benefits and responsibility allowance, if any, and the OECTA President's responsibility allowance shall be paid by the Board to the President during the period of the leave in a manner consistent with the Collective Agreement.
- c) Full sick leave shall be credited during the secondment. Any unused sick-leave credits accumulated prior to and during the period of the Presidency shall be available upon return to educational duties. Seniority shall accumulate during this secondment.
- d) It is understood that no special status can be provided that does not apply equally to any other teacher returning from leave but, where possible, the President will be returned to the position previously held within the school system except where an agreement for a transfer or change of position has been reached by mutual consent.

- e) The Board shall be reimbursed by O.E.C.T.A., Huron-Perth Unit, for the time used for Federation Business based on the actual cost of the President's salary, benefits, and responsibility allowances, if any, and the full amount of the OECTA President's responsibility allowance.
- 16.09
- f) In addition to the President's sixty percent (60%) leave from educational duties, up to forty (40) days may be allocated to Unit members on a random basis for the purpose of federation business at the local and/or provincial levels. The President of the local unit will notify the Director at least forty-eight (48) hours prior to individual leaves taking place. It is understood that this constitutes the sum total of days available to the Unit for the purpose of Federation business at the local and/or provincial levels. It is further understood that in addition to the 40 days, days will be made available for Federation involvement in conciliation, mediation and arbitration at the local level as necessary.
 - g) It is understood that the Board shall be reimbursed by the Huron-Perth O.E.C.T.A. Unit for all release time used under Article 16.09 f) for any Federation Business, local or provincial, by members of the Unit based on the cost to the Board of replacement, unless indicated otherwise by the Director of Education.
 - h) The Board agrees to collect from payroll, any levy requested by the President of the local Unit of O.E.C.T.A. limited to one (1) annually. This local levy shall be deducted from the regular pay of individuals who submit a signed form authorizing the Board to deduct the levy specified. It will be the responsibility of the Unit to collect and submit to the Board the signed authorization forms for this purpose.
 - i)
 - i) The Board recognizes the appointment of one Association representative at each school and/or board site.
 - ii) The Principal or Vice-Principal, or, where appropriate, the supervisory officer shall invite the Association representative to attend any meeting with a teacher where the purpose of the meeting is for disciplinary action or which may be deemed to be disciplinary.
- 16.09
- l) iii) Notwithstanding the above, a teacher may request the attendance of the Association representative at any meeting with

the administration of the Board or school.

iv) The meeting shall be held during the regular workday. If the meeting is held during the instructional time of the teacher or Association representative, they shall be relieved of their assignments to attend such meeting.

v) The teacher and the Association representative shall suffer no loss of pay or any other entitlement as a result of such attendance.

16.10 JOB SHARING

The Board encourages Teachers who may be willing to consider Job Sharing to make their intentions known in writing to the Director of Education on or before February 15 to be considered for the following school year.

16.1 ■ PLACEMENT UPON RETURN FROM LEAVE

Subject to Article 15.05, a Teacher returning from a Leave plan will return to an equivalent position in a secondary school operated by the Board.

ARTICLE XVII: TEACHER SECONDMENT AND TRANSFER

- 17.01 a) A Teacher may apply in writing to the Director of Education or designate requesting a secondment to the Elementary panel for the purpose of gaining experience.
- b) This secondment shall be for a period of up to three years, each year being renewable with the consent of the Director and the Teacher.
- c) A Teacher on secondment as outlined in Article 17.01 a) and 17.01 b) shall continue to accrue seniority on the Secondary Teacher Seniority list and shall receive salary and benefits as outlined in the Secondary Collective Agreement, however working conditions will be those outlined in the Elementary Collective Agreement.
- d) An Elementary Teacher may be seconded to the Secondary panel provided there has been no declaration of redundancy at the Secondary level.
- 17.01 e) A teacher may not be transferred or seconded from the Secondary

to the Elementary panel without the mutual consent of the Teacher and the Director.

- 17.02
- a) Where the teacher is to be arbitrarily transferred by the board from a school in one municipality to a school in another municipality, the board agrees to notify the teacher in writing on or before May 1 immediately prior to the school year for which the transfer is effective, but nothing in this paragraph prevents the transfer of a teacher at any time by mutual consent of the board and the teacher.
 - b) Where an arbitrary transfer will locate a teacher beyond a thirty-two kilometre radius from the teacher's present location of residence, the board will pay the cost of moving the teacher's personal and household effects to the new residence, or pay a travel allowance for the return distance from the teacher's new school to place of residence (within the counties) less thirty-two kilometres each way, for a period not exceeding five (5) years. should the teacher's place of residence be beyond the board's jurisdiction, the county line shall be considered "residence" for purposes of distance measurement.
 - c) The board will grant two (2) days leave of absence to a teacher being arbitrarily transferred, with pay, for the purpose of seeking new residence.
- 17.03
- a) Teachers are encouraged to notify the Director in writing their desire for any change in their teaching assignment by December 31 for the following school year including positions that are not currently available.
 - b) The board agrees to post, for the next school year, in all schools and board office within its jurisdiction, all teaching vacancies except those that result from a teacher transfer and those that occur subsequent to May 31st.
 - c) A vacancy is defined as a teaching position within the bargaining unit which may become available due to attrition, growth, transfer, or newly created positions.
- 17.03
- d) Requests for transfer must be received in writing by the Director of Education or designate within eight (8) teaching days of the posting of the vacancy.
 - e) Teachers currently in the employ of the Board who have notified

the Director as per 17.03 a) shall be given first consideration for placement into new and vacant positions prior to the assignment of new hires subject to the requirement of the Board for defined programmes.

- 17.04 a) When a new teaching job classification is created, a request for applications shall be circulated throughout the system.
- b) When a position of added responsibility becomes vacant, a request for applications shall be circulated throughout the system. A vacancy for purpose of this article, is a position of added responsibility that remains vacant, if any, after the transfer of individuals holding equivalent positions.

ARTICLE XVIII: GRIEVANCE PROCEDURES

- 18.01 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances which may arise from time to time.
- 18.02 a) A grievance is any difference or dispute which relates to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.
- b) i) Individual Grievance: a grievance lodged by an individual teacher.
- ii) Group Grievance: where more than one Teacher has a grievance arising from the same set of circumstances, such grievances may be combined and submitted collectively as a group grievance. Group grievances shall commence at Article 18.04 b) of this Grievance Procedure.
- 18.02 b) iii) Policy Grievance: a grievance submitted by the Board alleging a violation by the Unit, its officers, a Teacher or a group of Teachers, or a grievance submitted by the Unit which affects one or more of the Teachers. A policy grievance by the Board shall commence at Article 18.04 b) and the local President of the Unit shall be substituted for the Director of Education in this step. A policy grievance by the Secondary Unit shall commence at Article 18.04 b).
- c) An individual grievance may be grieved on behalf and with the consent of a Teacher by the Unit grievance officer, an agent or

legal counsel.

- d) At any stage during the grievance procedure the teacher grievor(s) may at his/her choice have the Association either accompany the teacher(s) and/or act on their behalf.

18.03 Failure at any time by the grievor to adhere to the time limits will result in the grievance being dropped. The time limits may only be extended by mutual agreement of the parties in writing.

18.04 a) If a Teacher has a question arising out of this collective agreement, he/she shall first discuss this matter with his/her immediate supervisor within 14 consecutive school days following the event giving rise to a dispute. In circumstances where this matter is clearly beyond the immediate supervisor's jurisdiction, the first step (18.04 a)) may be waived. The immediate supervisor will give a reply to the Teacher within 14 consecutive school days.

- b) Should the immediate supervisor's reply be unsatisfactory, the individual(s) with a grievance shall refer the matter to the Director of Education within 14 consecutive school days after receiving the supervisor's reply, by submitting in writing a concise statement of the grievance and the redress sought. In the case of a policy or group grievance, this statement of grievance shall be submitted within 14 consecutive school days following the event giving rise to a dispute.

- c) The Director of Education shall meet with the grievor within seven (7) consecutive school days of the receipt of the statement of grievance. The Director of Education shall give the written decision to the grievor within seven (7) consecutive school days of the meeting.

18.04 d) If, in the opinion of the grievor, the grievance remains unresolved by the decision of the Director of Education, the grievor shall, within fourteen (14) consecutive school days, submit a concise statement of the grievance and the redress sought to the Chairperson of the Board.

- e) The Chairperson of the Board will invite the grievor to make a presentation to a Committee-of-the-Whole (in camera) meeting of the Board within fourteen (14) consecutive school days of receiving, from the grievor, the concise statement of the grievance and redress sought. Within fourteen (14) consecutive school days

of the meeting, the Chairperson of the Board shall give the written decision to the grievor.

- f) If the grievance remains unsettled, either party (The Secondary Unit or the Board) may request in writing within fourteen (14) consecutive school days of the Board's decision that the matter be referred to Ministry of Labour through the grievance mediation service. This step may be waived by either party for the purpose of proceeding immediately to arbitration.
- g) If, after grievance mediation with the assistance of the Ministry of Labour, a grievance remains unsettled, either party (the Secondary Unit or the Board) may within fourteen (14) consecutive school days submit the grievance to arbitration under the procedure outlined in the Ontario Labour Relations Act, section 49, and notify the other party in writing of the referral to arbitration.

18.05 Both parties will be responsible for their own expenses during all of the grievance procedures. The Boards shall be reimbursed by the Secondary Unit for the release time used by its membership during the grievance procedures based on the actual costs of the members' salary, benefits, and responsibility allowance. The expenses of the Chairperson of an arbitration shall be shared equally by the Board and the Secondary Unit. No costs of any arbitration shall be awarded to or against either party.

18.06 The arbitrator or arbitration Board, as the case may be, shall not by his/her or its decision add to, delete from, modify or otherwise amend the provision of this Agreement.

18.07 Notwithstanding the procedure above, the parties have access to Section 50 of the Ontario Labour Relations Act, 1995.

ARTICLE XIX: ASSAULT

19.01 As per Board Policy 3A:20. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Secondary Unit.

ARTICLE XX: HARASSMENT

20.01 As per Board Policy No.3A:18. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Secondary

Unit.

ARTICLE XXI:

21.01 IN WITNESS WHEREOF the Board and the Secondary Unit have caused this Agreement to be signed in their respective names by their respective representatives duly authorized in that behalf, this 23rd day of October, 2001.

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD OECTA AUTHORIZED REPRESENTATIVES OF SECONDARY UNIT-HURON-PERTH

ARTICLE 15.05 h) LETTER OF INTENT APPENDIX "A-1"

President
Huron-Perth Unit
O.E.C.T.A.

RE: DESIGNATE TEACHERS FROM COTERMINOUS BOARD OF EDUCATION

This will confirm our agreement that, subject to the provisions of Bill 30 and its subsequent Regulations, any such transferred employee entering the employ of this Board shall:

- 1) Retain the status he/she had with the coterminous Board of Education as either a permanent or probationary employee;
- 2) Continue to receive at least the salary he/she was receiving from the coterminous Board of Education immediately prior to the transfer (hereinafter referred to as "being red-circled"), and
- 3) Retain the seniority that he/she has with the coterminous Board of Education immediately prior to the transfer and, subject to (1) above, continue to accumulate seniority with this Board in accordance with the Collective Agreement between the Board and your Associations.

If a transferred employee is still on probationary status at the time he/she enters the employ of the Board, the Board will assess such employee for permanent status within the same time frame covering the employee at the coterminous Board of Education.

If a transferred employee entering the employ of the Board is "red-circled", as described in (2) above, such "red-circling" will continue until such time as the salary scale of the Board equals or exceeds the salary such employee would have received from coterminous Board of Education immediately after the transfer for a period of one year. Thereafter, such employee will be paid according to the appropriate Board salary schedule.

The seniority accumulated at a coterminous Board of Education by a transferred employee, and which may be retained under (3) above, may only be used by such employee for that purpose. Likewise, no employee hired by the Board prior to the beginning of the implementation process shall be laid off as a direct result of a transfer of an employee(s) from the coterminous Board of Education.

William Eckert
Director of Education

APPENDIX B-1

October 22, 2001

LETTER OF INTENT

A Benefits Committee will meet, during the term of this Collective Agreement, to discuss with the Benefits Consultant ways to minimize future cost increases to the Benefit Plans and to investigate the issue(s) of benefits for retired employees.

THE HURON-PERTH CATHOLIC
UNIT
DISTRICT SCHOOL BOARD

OECTA, SECONDARY

Appendix C-1

September 25, 2000

LETTER OF UNDERSTANDING

It is understood and agreed by both parties that the intent of Article 15.02 is that once the monitor system has been completely implemented then no more than six teachers per secondary school per day will perform lunch supervision duties, outside the 40 minute uninterrupted lunch break, except in emergency situations.

THE HURON-PERTH CATHOLIC
DISTRICT SCHOOL BOARD

OECTA, SECONDARY UNIT

LETTER OF INTENT

The Board and the Teachers agree to strike a committee to investigate restructuring possibilities, including distribution of allowances, for Department Heads and Subject Coordinators.

The Board and the Teachers shall each name up to 4 members to the Committee.

The Committee shall convene no later than December 1, 2001 and report to the parties no later than April 30, 2002.

Huron-Perth Catholic District
School Board

OECTA, Secondary Unit

APPENDIX “A”

The parties agree to the following:

- a) September 1, 2001 to August 31, 2002
 - Grid Structure
 - Grid
- b) September 1, 2002 to August 31, 2003
 - Grid Structure
 - Process to determine the Grid
- c) September 1, 2003 to August 31, 2004
 - Grid Structure
 - Process to determine the Grid
 - Compression Process

A/ 2001-2002 Year One

i) 2.0045% on each grid cell of the current agreement (A4 maximum = \$68700)

ii) Subtract \$210.00 from each cell in years 7,8,9, and 10

Grid as per Structure:

YEARS	A0	A1	A2	A3	A4	
0	31,241	32,047	34,072	36,339	38,807	
1	33,108	33,963	36,090	38,683	41,297	
2	34,969	35,868	38,109	41,010	43,786	
3	36,832	37,778	40,116	43,353	46,276	
4	38,698	39,694	42,146	45,686	48,771	
5	40,560	41,606	44,160	48,024	51,260	
6	42,422	43,526	46,196	50,368	53,750	
7	44,079	45,221	47,999	52,491	56,035	
8	45,942	47,132	50,018	54,823	58,520	
9	47,809	49,043	52,036	57,161	61,020	
10	49,671	50,959	54,060	59,489	63,515	
11	51,748	53,084	56,284	62,037	66,210	
12	53,616	54,990	58,308	64,381	68,700	

B/ 2002-2003 Year Two

- i) Combined Average (Mean and Median) % increase as per this agreement on all the 2001-2002 grid cells
- ii) Subtract \$205.00 from each cell in years 7,8,9, and 10
- iii) Add \$210.00 to all cells in year 11.

C/ 2003-2004 Year Three

- i) Combined Average (Mean and Median) % increase as per this agreement on all the 2002-2003 grid cells
- ii) Subtract \$205.00 from each cell in years 7,8,9, and 10
- iii) Add \$415.00 to all cells in year 11
- iv) August 31, 2004 ---Compression
Delete all the cells in year 11 and replace the year 11 cells with the cells from year 12

2002-2003

The parties agree that the 2002-2003 annualized salary grid for each teacher shall be based upon the combined average (mean and median) of the 2002-2003 elementary and secondary settlements between OECTA and the Catholic District School Boards known to the parties on September 30, 2002 utilizing the A4 maximums as the calculator for the combined average.

The parties agree that the minimum number of settlements needed to determine the average (mean and median) of elementary and secondary settlements shall be 40 OECTA Elementary and Secondary Panel settlements with Catholic District School Boards.

If the parties fail to agree on the combined average (mean and median) of elementary and secondary settlements to determine the annualized 2002-2003 salary grid the parties agree to submit the matter to binding arbitration by a single arbitrator no latter

than 30 days following the commencement of the process as outlined above,

The parties agree that the annualized salary grid rate as determined above shall be retroactive to September 1, 2002.

2003-2004

The parties agree that the 2003-2004 annualized salary grid for each teacher shall be based upon the combined average (mean and median) of the 2003-2004 elementary and secondary settlements between OECTA and the Catholic District School Boards known to the parties on September 1, 2003 utilizing the A4 maximums as the calculator for the combined average.

The parties agree that the minimum number of settlements needed to determine the average (mean and median) of elementary and secondary settlements shall be 40 OECTA Elementary and Secondary Panel settlements with Catholic District School Boards.

If the parties fail to agree on the combined average (mean and median) of elementary and secondary settlements to determine the annualized 2003-2004 salary grid the parties agree to submit the matter to binding arbitration by a single arbitrator no later than 30 days following the commencement of the process as outlined above.

The parties agree that the annualized salary grid rate as determined above shall be retroactive to September 1, 2003.