

2008-2012 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

2008-2012 COLLECTIVE AGREEMENT
between
THE HURON-PERTH CATHOLIC 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.

The Huron-Perth Catholic District School Board and the Huron-Perth Secondary OECTA Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

ARTICLE I: DEFINITIONS

- 1.01 a) The term "Director" shall be deemed to include his/her "designate" for the purpose of this Collective Agreement unless specified otherwise in an 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 "Teacher" shall include those definitions as contained in The Education Act and the Regulations.
- d) "Co-ordinator" means a teacher, appointed by the Board, in accordance with the regulations under the Education Act, to supervise or co-ordinate subjects or programs as approved by the Board.

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 Education Act, The Constitution Act of 1867 and 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.
- 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 reasons.
 - iii) For reasons other than redundancy, the Board 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 reason for termination shall be provided, 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 termination of employment due to redundancy shall be in accordance with Article 15.04 and Article 15.05 of 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.
 - 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 end-rate grid as well as a statement of the number of participants in single or family coverage in each of the benefit plans offered by the Board, the Master Benefits Policy, current Board benefits premium rates, the Benefit Consultant's renewal report and the annual financial statement issued by the benefits provider.

- 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 (1) 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.
- 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. The Benefits Committee shall meet once yearly, no later than April 1 of each year to review the plan currently in place.

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 teachers shall be employed to cover teachers' release time from classroom instruction when necessary. The Occasional Teacher's 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.

5.08 JOINT PROFESSIONAL DEVELOPMENT COMMITTEE

- a) There shall be established a Joint Professional Development Committee composed of three (3) representatives appointed by the Board and three (3) representatives

appointed by the Association. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chairperson.

- b) The Joint Professional Development Committee shall:
 - i) Address ways in which funds generated by the allocation in the Grants for Student Needs to enhance professional learning opportunities for teachers will be used;
 - ii) Promote best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation;
 - iii) Oversee that professional activities for teachers during Professional Activity Days are consistent with the learning goals identified in the Teacher's Annual Learning Plans; and
 - iv) Provide advice and assistance to Board staff who are assigned responsibility for providing professional development to teachers and planning for such activities.
- c) Additional terms of reference may be agreed to by the parties.
- d) The parties shall meet at least three (3) times per year.
- e) The Committee shall meet during the school day. The Board shall pay for the occasional teacher costs if required, for the Association representatives to the Joint Professional Development Committee.

5.09 JOINT STAFFING COMMITTEE

- a) There shall be established a Joint Staffing Committee composed of three (3) representatives appointed by the Association and three (3) representatives appointed by the Board. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chairperson.
- b) The terms of reference of the Committee shall include, but not be limited to, the following:
 - i) to review and discuss all matters related to secondary school staffing and make recommendations regarding:
 - the staffing model
 - class size
 - workload issues
 - the master schedule; and
 - other issues as agreed to by the parties; and
 - ii) to receive staffing status reports from Local School Staffing Advisory Committees (LSSAC).

- c) The Board shall provide the Association with up-to-date staffing information upon request.
- d) The Committee shall meet four (4) times annually, unless otherwise agreed to by the parties. The first meeting shall take place prior to October 31.
- e) The Committee shall meet during the school day. The Board shall meet during the school day. The Board shall pay for the occasional teacher costs if required, for the Association representatives to the Joint Staffing Committee.

ARTICLE VI: DURATION

- 6.01 a) This Collective Agreement and all Articles in it shall have effect from September 1, 2008 until midnight, August 31, 2012.
- 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.
- d) The Secondary Bargaining Unit shall be allotted release days for four (4) teachers, paid by the Board, for up to three (3) full days, for the purpose of negotiating a renewal of this Collective Agreement.

ARTICLE VII: PLACEMENT

- 7.01 Category definitions shall be those established by the Qualifications Evaluation Council of Ontario (QECO) Program V or equivalent (for teachers in technological studies). Equivalent is defined as another qualifications evaluation program(s) as agreed to by the parties, which is the responsibility of the technological teacher to obtain and provide.
- 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.

- 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.
- d) Allowances for related experience in industrial and commercial life shall be credited for placement on the salary grid.

Related experience is defined as wage earning experience in a technical field in business, industry or commerce or other related experience acceptable to the Director or designate, where the skills and knowledge required to perform the work are directly related to the courses taught. It shall not include experience in an apprenticeship program or any training program.

Equivalent experience is teaching experience as a member of a faculty of an accredited community college or university in Canada.

Related and Equivalent Experience shall be equated to Teacher experience on the grid such that one (1) full year of Related or Equivalent Experience equals up to a maximum of one (1) year on the grid to a total of ten (10) years limited by the maximum of the appropriate salary level.

Related Experience or Equivalent Experience will be considered for those who apply in writing to the Director of Education or designate within six (6) weeks of the commencement of employment.

When the request for Related or Equivalent experience is made, the Teacher shall provide the Director of Education or designate with supporting documentation that will substantiate the claim.

Upon review of the documentation, the Director or designate will determine if the request for Related or Equivalent Experience is directly related to the subject(s) for which the Teacher holds qualifications and is hired to teach and will, if substantiated, determine the years/months of experience to be granted to the Teacher. The Teacher shall be notified six (6) weeks after the request has been made.

Related and Equivalent Experience as of August 31, 2004 for Teachers employed at that date shall continue to be recognized.

- 7.03 a) No Permanent or Probationary Teacher with the Board for the period September, 2008 through August, 2012 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, 2009 for the school year 2009-2010; by May 1, 2010 for the school year 2010-2011; by May 1, 2011 for the school year 2011-2012; by May 1, 2012 for the school year 2012-2013.
- 7.03 b) i) All teachers will be paid according to their positions on the Salary Schedule as determined by their QECO V certification (or equivalent for teachers in technological studies), 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 (or equivalent for teachers in technological studies) 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:10. 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.
- e) No domains nor competencies in addition to those listed in Performance Appraisal of Experienced Teachers Technical Requirements Manual 2007 and New Teacher Induction Program, Manual for Performance Appraisal (2006) shall be included in any Teacher Performance Appraisal.
- f) The Board shall disclose to the Association the names of members who are in their performance appraisal year on or before September 30 of each school year. For new teachers hired to the Board after September 30, such disclosure shall occur within two weeks of hire.
- g) The school board shall disclose to the Association the name of any member who receives an “unsatisfactory” or “development needed” performance appraisal or who is placed “on review status,” within five (5) school days of the member being informed.
- h) The Board and the Association agree to keep all matters related to performance appraisal as confidential except as required by statute.
- i) Only the appraisal documents required by law shall be placed in the Teacher’s personnel file.

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
September 1, 2008 - August 31, 2009

Years						
Exp	A	A1	A2	A3	A4	
0	39,381	40,395	42,948	45,805	48,917	
1	41,735	42,812	45,494	48,760	52,055	
2	44,079	45,213	48,037	51,694	55,192	
3	46,426	47,619	50,567	54,648	58,333	
4	48,778	50,034	53,127	57,588	61,478	
5	51,125	52,445	55,665	60,537	64,613	

6	53,476	54,865	58,230	63,488	67,752
7	55,067	56,506	60,008	65,670	70,137
8	57,415	58,916	62,553	68,609	73,268
9	59,768	61,324	65,097	71,556	76,422
10	62,114	63,738	67,648	74,493	79,566
11	67,582	69,316	73,498	81,154	86,597

September 1, 2009 - August 31,
2010

Years

Exp	A	A1	A2	A3	A4
0	40,562	41,607	44,236	47,179	50,385
1	42,987	44,096	46,859	50,223	53,617
2	45,401	46,569	49,478	53,245	56,848
3	47,819	49,048	52,084	56,287	60,083
4	50,241	51,535	54,721	59,316	63,322
5	52,659	54,018	57,335	62,353	66,551
6	55,080	56,511	59,977	65,393	69,785
7	56,719	58,201	61,808	67,640	72,241
8	59,137	60,683	64,430	70,667	75,466
9	61,561	63,164	67,050	73,703	78,715
10	63,977	65,650	69,677	76,728	81,953
11	69,609	71,395	75,703	83,589	89,195

September 1, 2010 - August 31,
2011

Years

Exp	A	A1	A2	A3	A4
0	41,779	42,855	45,563	48,594	51,897
1	44,277	45,419	48,265	51,730	55,226
2	46,763	47,966	50,962	54,842	58,553
3	49,254	50,519	53,647	57,976	61,885
4	51,748	53,081	56,363	61,095	65,222
5	54,239	55,639	59,055	64,224	68,548
6	56,732	58,206	61,776	67,355	71,879
7	58,421	59,947	63,662	69,669	74,408
8	60,911	62,503	66,363	72,787	77,730
9	63,408	65,059	69,062	75,914	81,076
10	65,896	67,620	71,767	79,030	84,412
11	71,697	73,537	77,974	86,097	91,871

September 1, 2011 - August 31,
2012

Years Exp	A	A1	A2	A3	A4
0	43,032	44,141	46,930	50,052	53,454
1	45,605	46,782	49,713	53,282	56,883
2	48,166	49,405	52,491	56,487	60,310
3	50,732	52,035	55,256	59,715	63,742
4	53,300	54,673	58,054	62,928	67,179
5	55,866	57,308	60,827	66,151	70,604
6	58,434	59,952	63,629	69,376	74,035
7	60,174	61,745	65,572	71,759	76,640
8	62,738	64,378	68,354	74,971	80,062
9	65,310	67,011	71,134	78,191	83,508
10	67,873	69,649	73,920	81,401	86,944
11	73,848	75,743	80,313	88,680	94,627

- 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 an annual responsibility allowance of \$3605 effective September 1, 2008; \$3713 effective September 1, 2009; \$3825 effective September 1, 2010; \$3939 effective September 1, 2012.

12.02 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 Principal's Certificate, Master's 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 Principal's Certificate

September 1, 2008 - \$515

September 1, 2009 - \$530

September 1, 2010 - \$546

September 1, 2011 - \$563

- ii) Masters' Degree

September 1, 2008 - \$1,030

September 1, 2009 - \$1,061
 September 1, 2010 - \$1,093
 September 1, 2011 - \$1,126

iii) Doctorate Degree

September 1, 2008 - \$1,545
 September 1, 2009 - \$1,591
 September 1, 2010 - \$1,639
 September 1, 2011 - \$1,688

- 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.

12.03 Travel Allowance

Teachers required to use their own private transportation for school activities, upon prior authorization by the Director, will be reimbursed as per Board Policy 3E:23.

12.04 Continuing Education

All Teachers of credit courses (including PLAR) shall be compensated at the rate of \$38.56 per hour effective September 1, 2008; \$39.72 effective September 1, 2009, \$40.92 effective September 1, 2010; \$42.14 effective September 1, 2011.

12.05 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 an 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 an 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 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.

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

13.02 Semi-Private Hospital Insurance - unlimited – (covers the difference between ward and semi-private) Semi-Private Hospital Insurance 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

13.03 An extended Health Care plan including a Hearing Aid provision of \$500/24 months and a Vision Care provision (including payment for eye exams) of \$300/24 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 (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 Deluxe Travel Insurance (Emergency Travel Assistance)

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

13.06 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.

13.07 Long Term Disability Income Plan (CPP Primary Offset)

The Board will make available to “full-time” and “part-time” Teachers a Long Term Disability Insurance Plan (terminating when the teacher qualifies for a 62% unreduced service pension or until end of month following age 65, whichever first occurs). Benefits under the LTD Plan will provide 60% of income to a \$7,500.00 monthly maximum after 60 working days or the later expiration of sick leave at the member’s option, a cost of living allowance with a yearly maximum of 2% starting the January 1st after 24 months. The required pension contribution is waived during the period of disability by the Ontario Teachers’ Pension Plan board (T.P.P.B.) as legislated on September 1, 2001. The following conditions apply:

- 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 October 23, 2001.
- e) The Board will continue to pay its share of the benefits during the waiting period and shall pay 100% of the benefits beyond the waiting period for as long as the teacher remains disabled under the plan.
- f) Notwithstanding sub-paragraph c), the carrier of the plan, or plan benefits, may be changed at any time by mutual consent of the Association and the Board.

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 prescribed times, or as necessary, or at the request of either party but not less than once per school term during the school year.

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.

ii) the committee shall appoint a recording secretary who will report the discussions/results of the meeting to all teachers at the next scheduled staff meeting.

14.05 DEPARTMENTS

a) Each secondary school will be organized into the following twelve departments:
English; Arts; Social Sciences; Math and Computers; Physical and Health

Education; Guidance; Religion; Science; Technology; Business and Cooperative Education; Modern Languages; and Special Education.

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

14.06 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.

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

14.08 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, 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.

14.09 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 \$45.00 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.

14.10 RE-ASSIGNED TEACHER

- a) When only one administrator is absent, or when a Teacher in Charge has been designated as per Article 14:09, 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 \$23.00, pro-rated for periods of less than one day.

14.11 ONTARIO YOUTH APPRENTICESHIP PROJECT LEADER

- a) When the Board operates on OYAP program, the Board will appoint a full-time Project Leader to oversee and operate the Board's programs including OYAP, Co-operative Education, Technology Education and other related programs.
- b) The position of OYAP Project Leader will be posted as per Article 17.04.
- c) All OYAP sections shall be above and beyond the count generated by the 22:1 number of classroom teachers.
- d) The implementation of the OYAP shall not adversely affect the staffing of any current program.
- e) The OYAP Project Leader shall be paid an annual allowance of 11% of A4 maximum.
- f) The Board shall make appointments to the position of OYAP Project Leader for a term of two (2) years.

14.12 SECONDARY COORDINATOR

- a) The Board may appoint one or more Secondary Coordinator(s) to supervise and/or coordinate subjects or programs at the secondary level as approved by the Board.
- b) Secondary Coordinator positions will be posted as per Article 17.04.
- c) Coordinators with the majority of responsibilities in the secondary panel shall be members of the Secondary Bargaining Unit.
- d) Secondary Coordinators shall be paid an annual allowance of 20% of A4 maximum.
- e) The Board shall make appointments to the position of Secondary Coordinator for a term of up to three (3) years.

14.13 CLASS SIZE

- a) The Board will comply with Ministry maxima for average class sizes system wide and shall endeavor to balance numbers of students in multiple sections where

possible, taking into account the needs of students and the resources available to the principal.

Commencing September 2009, the maximum size of a class will not exceed 30, without the mutual consent of the Association and the Board.

- b) The assignment of teaching personnel shall be verified by October 30 for each school and again by March 31.

14.14 E-LEARNING

- a) A model of curriculum delivery that uses electronic communication is generally referred to as “E-Learning”.
- b) E-Learning Assignments shall count as credit/credit equivalent courses as defined by Article 15.01 a) and shall appear on the teacher’s timetable.
- c) No teacher shall be required to teach E-Learning course or programs without his/her consent.
- d) No teacher shall be required to develop E-Learning curriculum without his/her consent.
- e) E-Learning courses or programs shall be subject to a maximum class size of 28 students.
- f) All electronically delivered courses or programs shall be scheduled during the regular school day and the regular school year.
- g) A teacher delivering curriculum using an E-Learning model shall use Board equipment in an assigned work location at the teacher’s assigned school.
- h) A teacher delivering E-Learning courses or programs shall correspond with students only through the Board’s server and shall not be required to correspond with students outside of the regular school day.
- i) The Board shall provide each E-Learning teacher with training as required, during the regular school day.
- j) The Board shall provide the Teachers with information regarding staffing, course offerings, enrolment and credit monitoring of E-learning courses.

ARTICLE XV: WORKING CONDITIONS

- 15.01 a) No teacher shall be assigned more than 3 credit and/or credit equivalent courses per semester, except by agreement of the parties.
- b) In addition to a full-time teacher's 6 credit / credit equivalent workload, on-calls may be assigned as follows:
- i) Effective September 1, 2008, up to 22 half- period on-calls per year;
 - ii) Effective September 1, 2009, up to 20 half- period on-calls per year;
 - iii) Effective September 1, 2010, up to 18 half- period on-calls per year;
 - iv) Effective September 1, 2011, up to 16 half- period on-calls per year.
 - v) No more than 2 half-period on-calls may be assigned per week.
 - vi) No more than 1 half-period on-call may be assigned per day.
 - vii) On-calls may only be assigned during a teacher's preparation period.
 - viii) For the purpose of this article, On-calls are defined as any internal replacement of an absent teacher by another teacher, where teachers are absent from their assigned duties in order to spend time with students on curriculum-based activities such as retreats, field trips, extra-curricular activities, and for supervision of provincial testing if the testing occurs during the teacher's preparation period.
 - ix) Notwithstanding viii) above, a teacher may be assigned up to four (4) emergency on-calls in a school year. Emergencies shall be determined by the Principal. Emergency on-calls shall form part of the total number of on-calls which can be assigned to a teacher in a school year.
- c) All unassigned time outside the duties defined in 15.01 a) and b) 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.
- d) A part-time teaching assignment shall be calculated as a percentage of a full-time teaching assignment and shall be prorated accordingly.
- e) Subject to 15.02, every teacher shall be eligible to be assigned up to a maximum of 300 minutes per year of supervision during the student's lunch period.

- f) The Board will make every reasonable effort to have the assignment of teaching load, class size, teaching time, supervision duties, on-call duties and other related assignments done in a fair and equitable manner for all teachers.
- g) When a guidance counsellor is requested by the Principal to work to assist students or the Principal in the week prior to the opening of school, the guidance counsellor shall be given compensating time to a maximum of three (3) days to be taken at a time mutually agreed by the Principal and the teacher. No teacher will be required to work outside the school year without his/her consent.
- h)
 - i) Secondary teachers shall be available to students in the classroom fifteen (15) minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instructional time.
 - ii) Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision/on-call time.
 - iii) The parties agree that supervision shall continue to be scheduled in a manner consistent with past practice.

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 these files.

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

- d) Copies of any document respecting the performance or conduct of a teacher shall be given to the teacher.
- 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.
- 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 thirty (30) 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 term of this collective agreement unless it is required due to a decline in enrolment or the reduction/elimination of program funding for positions funded through the Ministry funding. The Board and the 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 Teachers with qualifications 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 qualified.
- c)
 - i) Seniority shall mean the length of continuous service in the secondary teacher Bargaining Unit.
 - ii) Notwithstanding c) i), for teachers in the Bargaining Unit on September 1, 2008, Seniority 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.
 - iii) For any teacher described in c) ii) who leaves the bargaining Unit and subsequently returns, seniority shall mean the length of continuous service in the secondary teacher Bargaining Unit.
- 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, the current seniority list. All Secondary teachers employed by the Board, including individuals referred to in Article 15.05 d), shall be placed on the seniority list.
- g)
 - i) Part-time teaching experience gained prior to September 1, 2008 will be prorated as a percentage of full-time taught for the purpose of placement on the Seniority List.
 - ii) For the purpose of placement on the Seniority list, there shall be no distinction between full-time and part-time teaching experience gained on or after September 1, 2008.
- h) Designate Teachers From Coterminous Board of Education - Letter of Intent - Appendix "A-1" attached

- 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) Seniority
 - 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 qualifications 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 qualifications 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.
- 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 copy of the employer's report of the injury or disease (Form 7) when submitting such form to the Workers' Safety and Insurance Board.

15.07 REPORT CARDS

The Board shall provide the necessary training to assist new teachers in the preparation of report cards and to all teachers in the event that the Board changes the report card procedures or software. Such training shall take place during the instructional day exclusive of preparation and planning time and lunch. The Board shall consult with the Association on the timing and the content of such training.

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 (or designate) a statement of accumulated unused sick leave being brought forward from the Teacher's last Board.
- d) The Director (or designate) 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 Teacher must record their absence due to illness on SmartFind Express. 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 personal reasons approved by the Director, or designate. Each year the Director (or designate) shall meet with the Association President to review the requests for leave under this clause and the criteria used for granting and denying such leave.
- 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, 2002 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 four (4) days and shall be at the times mutually agreed upon between the Principal and the Teacher.
- 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. A teacher shall continue to accumulate seniority during the leave but the

time shall not constitute experience for purposes of movement on the salary grid. 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.

e) **FAMILY CARE LEAVE**

The Board may grant to a Teacher who requests in writing, a leave without pay for up to one year for the purpose of family care leave. A teacher shall continue to accumulate seniority during such leave but the time shall not constitute experience for purposes of movement on the salary grid. Current benefit plans will be made available to a teacher while he/she is on a Family Care Leave subject to the teacher paying the full costs of these benefits.

f) **FAMILY MEDICAL CARE LEAVE**

The Board shall provide Family Medical Care Leave as per the Employment Standards Act, 2002, to all teachers who provide a medical certificate to qualify.

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.

- 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) $S \text{ over } Y \text{ plus } 1 (S/Y + 1)$
 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.
- d) Due to Canada Revenue Agency rules, teachers must return to work for a period at least equal to the length of the leave.

16.09 ASSOCIATION LEAVE

- a) Upon written request, the President of the Huron-Perth O.E.C.T.A. Unit shall be granted leave from educational duties to perform Association business at the local and/or provincial levels, provided that such notification is delivered to the Director on or before May 1. The President may delegate a portion of his/her release time to another Unit Officer, in which case a mutually agreeable schedule will be worked out

between the Director or designate and the President of the O.E.C.T.A. Secondary Unit.

- 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 Association business in 16.09 a) based on the actual cost of the President's salary, benefits, and responsibility allowances, if any, and the full amount of the O.E.C.T.A. President's responsibility allowance.
- f) In addition to the President's leave from educational duties, up to seventy-five (75) days may be allocated to Unit members on a random basis for the purpose of Association 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 Association business at the local and/or provincial levels. It is further understood that in addition to the seventy-five (75) days, days will be made available for Association 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 Association 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.
- 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.

16.11 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.

16.12 LEAVE WITHOUT PAY

The Board, at its discretion, may grant a leave without pay for a period not to exceed two (2) years, provided the teacher makes a request in writing by May 15 for leaves to commence on September 1, or three (3) months prior to commencement of the leave if the leave is to commence at another date. A teacher shall continue to accumulate seniority during such leave, but the time shall not constitute experience for purposes of movement on the grid. Such leave shall not be unreasonably refused. Current benefit plans will be made available to the teacher provided the teacher pays the full cost of the benefit premiums.

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.
- 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.

- 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.
 - f) The Board shall not hire externally to a full-time vacancy if a part-time teacher has requested to increase his/her teaching assignment by February 2 of the current school year and the vacancy is in an area within the teacher's qualifications.
- 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.
 - 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
 - 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: NEW TEACHER INDUCTION PROGRAM

- 21.01
- a) It is understood that the New Teacher Induction Program (NTIP) shall be as described in the New Teacher Induction Program Induction Elements Manual (2006).
 - b) The mentorship aspect of NTIP is non-evaluative.
 - c) The role of the mentor is voluntary for experienced teachers.
 - d) The choice of a mentor shall be by mutual agreement of the new teacher and the mentor.
 - e) The Mentorship relationship shall terminate in the event that the new teacher receives a "development needed" or an "unsatisfactory" rating on the new teacher's Summative Report. Either the new teacher or the mentor may end the mentorship relationship at any time in the process by informing the Principal.
 - f) All elements of the New Teacher Induction Program shall be embedded in the instructional day.

ARTICLE XXII:

22.01 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 ____ day of November, 2008.

THE HURON-PERTH
CATHOLIC DISTRICT SCHOOL BOARD

AUTHORIZED REPRESENTATIVES OF
SECONDARY UNIT
HURON-PERTH OECTA

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

Letter of Understanding Re: Homework Club Moderator

“Appendix A-2”

The Huron-Perth Catholic District School Board and the Huron-Perth Secondary Unit of O.E.C.T.A. agree to the following provisions, effective September 1, 2006:

1. Each secondary school shall have a Homework Club program.
2. The Homework Club program is not a part of the regular day school program and is not an extension of the regular school day.
3. The Homework Club shall not run outside of the school day.
4. The Homework Club Moderator shall be a teacher, according to the Education Act.
5. There shall be at least one (1) Homework Club Moderator assigned to each school.
6. The Board shall make appointments to the position of Homework Club Moderator for a term of one (1) year.
7. When the position(s) of Homework Club Moderator is/are to be filled, a request for applications shall be posted and circulated throughout the secondary schools.
8. No teacher shall be appointed as a Homework Club Moderator without his or her consent.
9. The Homework Club program shall run for two hours per week on a schedule that is mutually agreed upon by the Homework Club Moderator and the Board.
10. The teachers appointed as Homework Club Moderators shall be compensated at the Continuing Education rate defined in Article 12.04
11. The position of Homework Club Moderator is a part of the Huron-Perth Secondary Unit of O.E.C.T.A. and is subject to all terms and conditions of the Collective Agreement between the parties.
12. Either party to the Collective Agreement may cause this Letter of Understanding to be deleted from the Collective Agreement thirty (30) days after written notification to the other party.
13. The parties agree that the deletion of this Letter of Understanding, according to item 12 above, shall result in the termination of the Homework Club or any similar program, subject to the agreement to a new Letter of Understanding between the parties.

Letter of Understanding – Benefits

“Appendix A-3”

Conditional upon approval by the Lieutenant Governor-in-Council, the parties will meet by March 1, 2010 to determine the allocation of the Huron-Perth Catholic District School Board's share of the benefit enhancement funding in accordance with the Provincial Discussion Table Agreement.

The Board shall provide the information outlined in the attached letter to the Unit President no later than September 30, 2009.

Letter of Understanding Re: Staff Meetings

“Appendix A-4”

Except in the case of emergencies, school staff meetings scheduled outside of the instructional day shall be held not more than once per month during the school year and shall not extend beyond one hour. The annual schedule of staff meetings shall be distributed to teachers on the first day of school.

The agenda for a school staff meeting shall be distributed to all teachers at least two (2) school days in advance. If the agenda is not distributed before this time, the staff meeting shall be cancelled.

Letter of Understanding Re: P.D.T. Staffing

“Appendix A-5”

Conditional upon approval of the Lieutenant Governor-in-Council to provide new funding in GSN to support the expansion of secondary programming, the Board will hire the full complement of additional funded Secondary Teachers as follows:

Effective the commencement of the second semester of the 2008-09 school year: 0.19 teachers per 1,000 secondary students

Effective the commencement of the September 1, 2009 school year: 0.38 teachers per 1,000 secondary students

Effective the commencement of the September 1, 2010 school year: 0.70 teachers per 1,000 secondary students

Effective the commencement of the September 1, 2011 school year: 1.02 teachers per 1,000 secondary students

Effective August 31, 2012: 1.35 teachers per 1,000 secondary students

The Joint Staffing Committee will be engaged in the allocation of this additional staffing.

Letter of Understanding Re: Ontario Student Success Initiative Program “Appendix A-6”

Teachers assigned to teach programs included in the Ontario Student Success Initiative shall be responsible for the development of materials and delivery of instruction in the program.

The Board shall provide to the Joint Staffing Committee staffing and funding information related to all such programs.

A secondary school’s Average Daily Enrolment in “Dual Credit” courses shall be included in the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class size regulation.

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