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PREAMBLE

Whereas it is the common goal of the parties to this agreement to provide the best possible exemplary Catholic education service for the children entrusted to our care; and

whereas to achieve that goal it is essential that the Board and the Teachers maintain a harmonious relationship;

the Board and the Teachers desire by this agreement to establish the salaries and terms and conditions of employment which govern the Teachers.

The Catholic District School Board of Eastern Ontario and the Eastern Unit OECTA Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

No provision of this Collective Agreement shall be construed as to affect prejudicially the rights and privileges of the Board with respect to the Employment of Teachers under the *British North America Act, 1867* or the *Constitution Act, 1982*.

The parties to this agreement agree that all persons covered by this agreement should reflect the philosophy of Catholic Education.

SCOPE

This collective agreement applies to all teachers (excluding occasional teachers) in the bargaining unit who are members of OECTA and are employed by the Board.

ARTICLE 1: DURATION AND RENEWAL

- 1.01 This agreement shall have effect from September 1, 2008 and continue in force until August 31, 2012 and thereafter in accordance with Section 59 of the Ontario Labour Relations Act.
- 1.02 Either party to this agreement may, prior to the period of 90 days before the expiration of this agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the agreement or the making of a new agreement.
- 1.03 Mutual agreement must precede any revisions to this agreement during its stated term. Upon mutual agreement to negotiate revisions, the parties agree to meet for the purpose of discussion within twenty (20) school days of the giving of written notice. Any such revision mutually agreed to shall become effective upon a mutually agreed date.
- 1.04 The Board and the Teachers recognize that this document is valid only in so far as it conforms with Federal and Provincial laws and regulations.

ARTICLE 2: RECOGNITION

- 2.01 The Board recognizes the Ontario English Catholic Teachers' Association as the sole and exclusive bargaining agent for all Part X.1 Teachers of the Board as defined by the Education Act. The Board recognizes the negotiating committee as designated by the Ontario English Catholic Teachers' Association as the sole negotiating agent for all Teachers covered by this agreement.
- 2.02 a) No teacher shall be disciplined, demoted or discharged without just cause.
- b) Notwithstanding the above, notice of termination of employment due to redundancy shall be in accordance with Article 34 of this collective agreement.

ARTICLE 3: MANAGEMENT'S RIGHTS

- 3.01 Subject to the terms and conditions of this agreement, the Board shall retain the customary rights of management which shall include among others, the right to hire, deploy, direct, promote, demote, discipline or discharge teachers for just cause, the right to determine the means and method of instruction and special programs and the rights to establish policies, rules and regulations for efficient operation, provided that the teachers' rights set forth in this agreement, including the use of grievance procedure and arbitrations shall not be abridged, curtailed or modified by this clause. The Board shall exercise these rights in a fair and equitable manner.
- 3.02 The Board shall not act in a manner inconsistent with the express provisions of this agreement, and federal or provincial laws and regulations.

ARTICLE 4: TEACHERS' RIGHTS

- 4.01 The Board agrees that the teachers reserve unto themselves all rights consistent with this agreement, and federal and provincial laws and regulations.
- 4.02 There shall be no discrimination against any teacher in regard to employment or any term or condition of employment because the teacher is or was a member of the Association or is or was exercising any right under this agreement or any act and/or regulation.
- 4.03 No teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence.
- 4.04 The Board and the teachers agree that every employee has a right to freedom from sexual or other harassment in the workplace. Any teacher covered by the agreement who feels he or she is the victim of harassment shall have the right to seek redress in accordance with the grievance procedure.

- 4.05 The Board and the bargaining unit recognize that every employee has a right to freedom from assault in the workplace.
- 4.06 The Board and the teachers agree to respect the Ontario Occupational Health and Safety Act and to continue to participate in a Joint Health and Safety Committee according to the Ontario Health and Safety Act.

ARTICLE 5: DEFINITIONS

- 5.01 ***Appointments of responsibility*** shall mean appointments to those positions the Board presently has and might create which contain added and/or different responsibilities to those which are inherent to all teachers.
- 5.02 ***Association*** means the Ontario English Catholic Teachers' Association.
- 5.03 ***Bargaining Agent*** means the Ontario English Catholic Teachers' Association.
- 5.04 ***Board*** means the Catholic District School Board of Eastern Ontario.
- 5.05 ***Consultant*** is a teacher qualified as defined in the Education Act and its Regulations and appointed by the Board, and whose areas of responsibilities in a special field extend throughout all or part of the jurisdictional area of the Board.
- 5.06 ***Continuing Education Course or Class*** means a continuing education course or class as defined in the Education Act and Regulations and for which a valid certificate of qualification or a letter of standing as a teacher is required by the Act and Regulations.
- 5.07 ***Continuing Education Teacher*** means a teacher as defined in the Education Act and Regulations employed to teach a continuing education course or class established in accordance with the regulations under the Act.
- 5.08 ***Coordinator*** is a teacher qualified as defined in the Education Act and its Regulations and appointed by the Board to supervise and coordinate pedagogical departments and/or programs and assist Teachers throughout the system in maintaining proper standard and in improving methods of instruction.
- 5.09 ***Secondary School Head of Organizational Units*** is a teacher in charge of an organizational unit as defined by the Ontario Education Act and Regulations, and other duties as directed by the Principal. This is a position of responsibility at the secondary school level.
- 5.10 ***Minister*** means the Minister of Education.
- 5.11 ***Ministry*** means the Ministry of Education and Training.
- 5.12 ***Predecessor Board or old Board*** means the former and all the predecessor boards of Lanark, Leeds and Grenville County RCSS Board, the Prescott-Russell County

Roman Catholic English-Language Separate School Board and the Stormont, Dundas and Glengarry County RCSS Board.

- 5.13 **Responsibility Allowances** are monies paid in addition to the regular teachers' salary, to those teachers assuming the responsibilities as defined in this collective agreement.
- 5.14 **School Day** means a day that is within a school year and is not a school holiday as defined in the Ontario Education Act and its Regulations. For the purposes of grievance and arbitration, days shall mean school day.
- 5.15 **Special Education Teachers** means a teacher who is legally qualified in special education and who is designated by the school board to provide programs and services in special education.
- 5.16 **Teacher** means a teacher as defined in the Education Act, Part X.1 and its Regulations.
- 5.17 **Teacher in Charge** means a teacher recommended by the school principal and appointed by the Board to assume the responsibilities of a school principal or vice-principal, as the case may be, in his or her absence.

ARTICLE 6: DEFINITION OF CATEGORY (QECO)

- 6.01 The categories shown on the salary grid shall be in accordance with those established by the Qualifications Evaluation Council of Ontario (QECO) Programme 5.

The parties understand that any teacher currently holding a QECO evaluation certificate at category A4 will not be required to submit, to the Board, proof of re-evaluation by QECO under Programme 5.
- 6.02 Teachers must, for the purpose of Article 11, provide the Board with an official QECO Programme 5 document indicating the proper placement within one of these categories.
- 6.03 A teacher who, between September 1 and December 31 has successfully completed the qualification(s) required for a change of category is entitled to an adjustment in salary as of January 1 of that school year, provided that the teacher submits to the Board proof of the date of completion of the course and proof of receipt from QECO of the teacher's application for a revised statement. This proof must be submitted no later than April 30.
- 6.04 A teacher who, between January 1 and April 30 has successfully completed the qualification(s) required for a change in category is entitled to an adjustment in salary as of May 1 of that school year, provided that the teacher submits to the Board proof of the date of completion of the course and proof of receipt from QECO of the teacher's application for a revised statement. This proof must be submitted no later than August 15.

- 6.05 A teacher who, between May 1 and August 31 has successfully completed the qualification(s) required for a change in category is entitled to an adjustment in salary as of September 1 of the following school year, provided that the teacher submits to the Board proof of the date of completion of the course and proof of submission from QECO of a teacher's application for a revised statement. This proof must be submitted no later than December 31.
- 6.06 Upon receipt by the Director of Education or the Director's designate of a copy of the written application to QECO acknowledging that a teacher has applied for a category change, the April 30, August 15 and December 31 deadlines will be extended.

ARTICLE 7: EXPERIENCE

- 7.01 The following teaching experience, provided it is acquired when holding a valid teaching certificate recognized by the Ontario College of Teachers, shall be recognized:
- a) full-time or part-time experience gained as a teacher, employed by a school board or school authority in Ontario or elsewhere;
 - b) experience gained on casual daily assignments with the Board;
 - c) full-time or part-time experience gained on long-term occasional assignments as a teacher employed by a school board or school authority in Ontario or elsewhere;
 - d) experience gained in an elementary or secondary institution as recognized by the Ministry of Education.
- 7.02 Teaching experience as outlined above shall be calculated as follows:
- a) Upon initial placement on the salary grid, all recognized experience shall be counted; casual daily experience acquired with the Board prior to September 1, 1999 cannot, however, be used by employees in the employ of the Board as of that date, to increase their recognized experience.
 - b) Part-time experience shall be pro-rated.
 - c) Experience shall be calculated monthly. One (1) month equals 0.1 of a year and nineteen (19) days equals one (1) month.
 - d) For purposes of calculating experience only, 190 school days of teaching shall be considered equivalent to a full year of experience. Any teaching days above 190 school days in any school year will not serve for experience purposes.
 - e) Experience shall be calculated and applied effective September 1st.
- 7.03 It is the responsibility of the teacher to submit duly certified proof of teaching

experience. Any such certificate received after a twelve (12) month period has elapsed from the date of hire will be recognized as of the date received by the Board.

- 7.04 A teacher shall be recognized for related trade experience.
- a) Trade experience is defined as those years the individual worked in the technical field above and beyond the years required for entrance into a teacher education program and whose acquired knowledge is essential to his or her teaching of a secondary school technical course.
 - b) Related trade experience will be granted on the basis of one (1) year related trade experience for one (1) teaching experience on the salary grid, to a maximum of five (5) years of grid increment. This allowance will not pierce the salary maximum of the teachers' category.
 - c) For the purposes of calculating experience, one year of related trade experience is equal to twelve (12) months.
 - d) The teacher shall provide the appropriate documentation to support all related trade experience, to the Board, within twelve (12) months from the date of hire. Any documentation received after that date will be recognized as of the date received by the Board.

ARTICLE 8: ASSOCIATION FEES

- 8.01 Effective from the date of the signing of this agreement, the Board agrees to deduct from the salary of each teacher in the bargaining unit twenty-six (26) equal installments for a specified amount equivalent to the annual fee established by the Association.
- 8.02 For the purpose of Article 8.01 above, 'annual fee' shall have the same meaning as under section 47 (2) of the Labour Relations Act.
- 8.03 The Association shall advise the Board, in writing, of the amount of the fees authorized by the Association's membership, in keeping with the constitution and by-laws of the Association. The Board shall process through the established procedures the total amounts so deducted and shall remit by cheque the amount on or before the 15th day of the month immediately following the month of deduction to the Secretary Treasurer of The Ontario English Catholic Teachers' Association.
- 8.04 The Board agrees to deduct from the teachers' salary and remit to the local unit any local assessments or fees which have been levied by the local unit which shall notify the Board of such assessments or fees.
- 8.05 Association fees and levy deductions will be noted on T-4 slips.
- 8.06 The Ontario English Catholic Teachers' Association shall indemnify and save the Board harmless against any claim or liability arising out of the application of Article 8.

ARTICLE 9: REGISTERED RETIREMENT SAVINGS PLAN

- 9.01 The Board agrees to make payroll deductions for teacher contributions to the Ontario Teachers' Group Investment Fund under the following conditions:
- a) The Board shall have no responsibility for the solicitation or processing of applications.
 - b) Tax receipts will be the responsibility of the carrier.
 - c) The deductions will be a fixed dollar amount for each Teacher (not a percentage of salary).
 - d) The carrier will supply a deduction list to the Board containing the following information for each Teacher:
 - full name
 - address
 - school
 - social insurance number
 - amount of deduction per pay
 - e) Enrolment in the plan shall be in September of each school year with the first deduction from salary to take place the first ten (10) days after the Board receives a complete list of deductions from the carrier.
 - f) A new complete list must be supplied each school year (i.e. no carry forward).
 - g) The deduction for a Teacher shall not change during the year.
 - h) Notwithstanding (g), a Teacher may withdraw from the plan but may not re-enroll during that school year. All refunds will be the responsibility of the carrier and will be made directly to the Teacher.

ARTICLE 10: SALARIES

- 10.01 The Board agrees to pay all teachers according to the salary grid pursuant to Article 11 of the collective agreement.
- 10.02 The daily rate of a Teacher shall be the Teacher's salary, divided by the sum of the total number of school days in the school year.
- 10.03 A teacher shall be paid at the teacher's daily rate for the school days on which the Teacher was assigned teaching duties.
- 10.04 Teachers hired under a Letter of Permission shall receive the minimum salary of Category A0.
- 10.05 The teachers' salary shall be made in twenty-six (26) equal payments throughout the entire year.

- 10.06 Payment of salary shall be made every Thursday when due and shall be deposited in the bank of the teacher's choice in Canada.
- 10.07 Adjustments in salary shall be made within the next three (3) pay periods following the submission of proof of change.
- 10.08 Unless legally permitted to do so, the Board may not withhold part or all of a teacher's salary.
- 10.09 A statement of payment and deductions shall be forwarded by electronic mail to each teacher on the day of payment. Requests from individual teachers to receive printed copies of their statements shall be accommodated.
- 10.10 The Board shall make available to the authorized teacher's representatives within forty-five (45) school days of the signing of this agreement, or other such period as mutually agreed to by the parties, the qualifications, experience, total salary for each teacher employed by the Board.
- 10.11 For each subsequent year this information shall be provided within forty-five (45) school days of the commencement of the school year.
- 10.12 The Board shall make available to the authorized representatives, within thirty (30) days of the commencement of employment the total salary of each teacher newly employed by the Board and not contained in 10.10 and 10.11.
- 10.13 By October 31st of each year, all employees shall be notified, in writing, of their grid placement, accumulated experience, salary and sick leave benefits.
- 10.14 Part-time teachers shall be paid according to the salary scale prorated to reflect the percentage of time taught as a percentage of a full-time teacher as reflected in Article 11.
- 10.15 The salary schedule contained within this agreement is deemed to be a gender neutral compensation schedule for the purposes of the Pay Equity Act.

ARTICLE 11: TEACHERS' SALARY SCHEDULE

September 1, 2008 to August 31, 2009

Experience	A0	A1	A2	A3	A4
0	38,832	41,548	42,397	46,982	49,700
1	41,284	44,226	45,299	50,107	53,053
2	43,736	46,903	48,201	53,237	56,407
3	46,189	49,579	51,103	56,366	59,759
4	48,640	52,257	54,020	59,493	63,110
5	51,091	54,936	56,909	62,624	66,464
6	53,544	57,612	59,812	65,749	69,819
7	55,995	60,289	62,714	68,878	73,171
8	58,446	62,965	65,617	72,004	76,525
9	60,898	65,644	68,518	75,132	79,877
10	63,348	68,321	71,422	78,261	83,230
11 and > 11	65,803	70,997	74,526	81,386	86,585

September 1, 2009 to August 31, 2010

Experience	A0	A1	A2	A3	A4
0	39,997	42,794	43,669	48,391	51,191
1	42,523	45,553	46,658	51,610	54,645
2	45,048	48,310	49,647	54,834	58,099
3	47,575	51,066	52,636	58,057	61,552
4	50,099	53,825	55,641	61,278	65,003
5	52,624	56,584	58,616	64,503	68,458
6	55,150	59,340	61,606	67,721	71,914
7	57,675	62,098	64,595	70,944	75,366
8	60,199	64,854	67,586	74,164	78,821
9	62,725	67,613	70,574	77,386	82,273

10	65,248	70,371	73,565	80,609	85,727
11 and > 11	67,777	73,127	76,762	83,828	89,183

September 1, 2010 to August 31, 2011

Experience	A0	A1	A2	A3	A4
0	41,197	44,078	44,979	49,843	52,727
1	43,799	46,920	48,058	53,158	56,284
2	46,399	49,759	51,136	56,479	59,842
3	49,002	52,598	54,215	59,799	63,399
4	51,602	55,440	57,310	63,116	66,953
5	54,203	58,282	60,374	66,438	70,512
6	56,805	61,120	63,454	69,753	74,071
7	59,405	63,961	66,533	73,072	77,627
8	62,005	66,800	69,614	76,389	81,186
9	64,607	69,641	72,691	79,708	84,741
10	67,205	72,482	75,772	83,027	88,299
11 and > 11	69,810	75,321	79,065	86,343	91,858

September 1, 2011 to August 31, 2012

Experience	A0	A1	A2	A3	A4
0	42,433	45,400	46,328	51,338	54,309
1	45,113	48,328	49,500	54,753	57,973
2	47,791	51,252	52,670	58,173	61,637
3	50,472	54,176	55,841	61,593	65,301
4	53,150	57,103	59,029	65,009	68,962
5	55,829	60,030	62,185	68,431	72,627
6	58,509	62,954	65,358	71,846	76,293
7	61,187	65,880	68,529	75,264	79,956
8	63,865	68,804	71,702	78,681	83,622
9	66,545	71,730	74,872	82,099	87,283
10	69,221	74,656	78,045	85,518	90,948

Article 12: New Teacher Service Incentive Plan (new employees)

The Board agrees to provide a one-time incentive of two thousand dollars (\$2000.00) payable on successful completion of the probationary period for teachers commencing employment on or after September 1, 2007. This money will be directed to an individual non-registered cash account established with the Educators Financial Group Inc. (formally, Ontario Teachers' Group - OTG Financial) in the name of the Board and the Teacher.

It is understood that the individual plan is locked in for a period of ten (10) years from the date of the original contribution.

Should the teacher leave the employ of the Board prior to the expiry of the ten (10) year period, the full net contents of the plan shall be returned to the Board.

RRSP PLAN (employees of the former Stormont, Dundas and Glengarry Board)

Please refer to Appendix "B" for details of the plan.

RETIREMENT GRATUITY (employees of the former Lanark, Leeds and Grenville and former Prescott-Russell Boards)

Please refer to Appendix "C" for details of the plan.

For teachers hired on or after September 1, 1999 through to August 31, 2007, please refer to Appendix "D" for details of the plan.

ARTICLE 13: PART-TIME TEACHERS

- 13.01 The option of teaching part-time may be granted at the discretion of the Director of Education or the Director of Education's designate, to a teacher who applies for such.
- 13.02 Upon request from the teacher to return to full-time, the Board will grant the request if it is received by March 1st of the school year preceding the return. The teacher will be treated as a full-time teacher for the purposes of staffing for the following school year, and the Board will re-assign the teacher to a position comparable to the one he or she left, subject to the redundancy procedures and surplus to school procedures.
- 13.03 Part-time teachers shall be paid according to the salary scale prorated to reflect the percentage of time taught as a percentage of a full-time teacher as reflected in Article 11.
- 13.04 In assigning supervision duties to a teacher on part-time assignment, the Board shall schedule these duties during or consecutive to the part of the working day assigned. The Board may schedule non-consecutive supervision duties only with the consent of the teacher.
- 13.05 Part-time teachers shall have all of their assignments and supervision duties

prorated, scheduled consecutively, and provided in an equitable manner.

- 13.06 A part-time Teacher shall be subject to all the provisions contained in the collective agreement.
- 13.07 Teacher Requested Increase in Contractual Status
Part-time teachers requesting an increase in teaching load shall be given priority, where an appropriate vacancy exists, prior to external hiring.

ARTICLE 14: ALLOWANCES

- 14.01 **Remuneration for a New Position**
The Board and the Teachers agree that the salary and/or the allowance for a new position that may be created by the Board will be negotiated by both parties before the position is advertised and/or an appointment is made.

- 14.02 It is understood by both parties to this agreement that no Teacher shall be entitled to receive more than one allowance, in addition to the regular Teacher's salary.

- 14.03 This in no way prevents a Teacher from being assigned any additional duties or special assignments as prescribed in the Ontario Education Act and Regulations and as limited by this agreement.

- 14.04 **Coordinator's Allowance**
In addition to the salary provided for Teachers in Article 11, Coordinators shall be paid an annual allowance of:

September 1, 2008	\$8545
September 1, 2009	\$8801
September 1, 2010	\$9065
September 1, 2011	\$9337

- 14.05 **Consultant's Allowance**
In addition to the salary provided for Teachers in Article 11, Consultants shall be paid an annual allowance of:

September 1, 2008	\$7037
September 1, 2009	\$7248
September 1, 2010	\$7466
September 1, 2011	\$7689

- 14.06 **Secondary School Heads of Organizational Units Allowance (this includes Deans and Program Leaders)**
In addition to the salary provided for Teachers in Article 11, Secondary School Heads of Organizational Units shall be paid an annual allowance of:

September 1, 2008	\$3937
September 1, 2009	\$4055
September 1, 2010	\$4176

14.07 **Teacher-in-Charge for Temporary Absences of Vice-Principal or Principal**

- a) All schools shall have teaching Teachers-In-Charge approved by the Board.
- b) The teacher(s) to be designated shall be determined by the Principal from among those teachers on the staff who have expressed an interest in the role of Teacher-In-Charge. Teachers shall not be appointed without their consent.
- c) The Teacher-In-Charge shall be paid the following daily allowance when acting as Teacher-In-Charge in the absence of the Principal:

September 1, 2008	\$30.90
September 1, 2009	\$31.83
September 1, 2010	\$32.78
September 1, 2011	\$33.77

- d) When a Vice-Principal or Principal is to be absent for more than five (5) consecutive school days, the Board, through the Director of Education or the Director of Education's designate shall:
 - i) Appoint the Teacher-In-Charge or a Teacher to assume all of the Principal's duties and responsibilities excluding any kind of evaluation of bargaining unit members.
 - ii) Relieve the Teacher-In-Charge or teacher so appointed from regular teaching duties to the same extent as the Principal of that school is relieved for that period of time or longer.

It is understood that the Supervisory Officer may release the Teacher-In-Charge from regular teaching duties immediately upon the absence of the Principal or Vice-Principal.

- e) Such assignments shall not exceed thirty (30) consecutive school days and in any case shall not exceed sixty (60) school days in total per year per school. Any extension of these periods shall be with the approval of the Bargaining Unit.
- f) A Teacher-In-Charge shall remain a member of the bargaining unit for the duration of the duties assigned and shall retain all rights and privileges accorded under the terms of the collective agreement.

14.08 **Acting Administrator for Extended Absences of Vice-Principal or Principals**

- a) After thirty (30) consecutive days, the board may decide to assign to the Teacher-in-Charge the duties of a Principal or Vice-Principal for a temporary period of time not to exceed the remainder of the school year in which the appointment was made. Extensions of this time period shall be with the consent of the bargaining unit.

- b) No teacher shall be assigned the duties of a Principal or Vice-Principal without his or her consent.
- c) Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- d) All other provisions of this collective agreement shall apply to the teacher during such period of temporary assignment.
- e) The duties and responsibilities of the Acting Administrator shall exclude any kind of evaluation of bargaining unit members.
- f) A teacher assigned the duties of a Principal or Vice-Principal shall be compensated at the Principal or Vice-Principal rate.
- g) The Board agrees to replace any teacher who accepts a Principal or Vice-Principal position for a temporary period with an occasional teacher.

ARTICLE 15: TRAVEL ALLOWANCE

Teachers whose responsibilities require travel, other than from home to principal place of work, shall be reimbursed at the rate per kilometer which is determined by and revised from time to time by the Board.

ARTICLE 16: EMPLOYEE BENEFITS

Specifics of coverage are appended in Appendix "A".

16.01 **Eligibility**

- a) Only those Teachers employed on a full-time basis shall be entitled to the full amount of the Board's share of premium costs.
- b) Teachers employed part-time on an annual basis shall be entitled to a prorated portion of the Board's share of premium costs.
- c) The Teachers acknowledge that the Board is not an insurer of these benefits. The Teachers must apply and qualify under the various coverages available and satisfy the carrier thereof of the Teacher's entitlement. A signed exemption form must be filed with the Human Resources Department for any benefits not desired by the Teacher. The terms of the insurance contracts will prevail at all times.
- d) The Board's obligation to pay for any Teacher's premiums or portions thereof, referred to in this Article shall not arise until the Teacher has executed and returned to the Human Resources Department any appropriate application forms for coverage that may be required by the Board or the Insurer. The terms of the insurance contracts will prevail at all times.
- e) The Board reserves the right to select any and all Insurance Carriers for any and

all benefits provided the coverage is not diminished.

- f) Upon retirement, Teachers may continue to participate in the Extended Healthcare, Dental Care and Life Insurance plan paying 100% of the premiums for such plans. Upon retirement date, the premiums for the following twelve months are due and annually thereafter.

16.02 **Extended Health and Vision Care**

Effective September 1, 1999, the Board agrees to pay, on behalf of all the Teachers who apply for coverage, a portion of the premiums for the Extended Health and Vision Care Plan as follows:

Single Plan:	80% (Board's share)
Family Plan:	80% (Board's share)

16.03 **Dental Care**

Effective September 1, 1999, the Board agrees to pay, on behalf of all the Teachers who apply for coverage, a portion of the premiums for the Dental Care Plan as follows:

Single Plan:	80% (Board's share)
Family Plan:	80% (Board's share)

16.04 **Basic Employee Life Insurance**

Effective September 1, 2000, the Board agrees to pay on behalf of all the Teachers, eighty percent (80%) of the premiums for the Basic Life Insurance Plan and Basic Dependent Life Insurance Plan.

16.05 **Long-Term Disability (LTD) Plan**

- a) The Board shall administer the Long Term Disability plan as purchased by the teachers.
- b) As a condition of employment, all newly hired teachers will participate in the Long Term Disability plan. At the time that the three existing plans are amalgamated into one, all teachers in the bargaining unit that were members of the LTD plan will remain and only teachers who have not previously participated in the LTD plan will have a choice of participation.
- c) The teachers agree to pay 100% of the LTD plan premium.

16.06 **Workers' Safety Insurance Board**

Any Teacher in receipt of WSIB benefits will have his or her pay topped up to ensure continuation of regular net pay while in receipt of such benefits.

ARTICLE 17: SICK LEAVE PLAN

- a) The sick leave plan shall be administered by the Board.
- b) Only full-time Teachers shall be entitled to full benefits under this plan.
- c) Part-time Teachers shall receive partial benefits from this plan on a prorated basis according to the proportion of time employed by the Board. This proportion shall be used for all calculations.

17.01 **Credits**

- a) The Board shall, on September 1 of each year, credit eligible Teachers with twenty (20) days sick leave.
- b) Where a Teacher commenced employment after September 1, in any year, the sick leave of twenty (20) days shall be calculated on the basis of twenty (20) days leave to one year of full-time employment as a teacher.
- c) Where a Teacher's twenty (20) days of sick leave have been exhausted during the course of a year, an eligible employee shall receive his or her full salary for absence resulting from sickness, physical infirmity or mental conditions to the full extent that credits have been accumulated to his or her credit.
- d) Eligible employees may accumulate 100% of the unused sick leave days up to a maximum of 230 days.

17.02 **Proof of Illness**

At the request of the Board, all absences reported due to illness or dental conditions shall be certified by a physician or by a licensed dental surgeon after a period of three (3) consecutive working days.

ARTICLE 18: PREPARATION DURING ABSENCES

Teachers shall be responsible for the preparation of classes for the first day if the absence is due to illness or other reasonable cause.

ARTICLE 19: LEAVE OF ABSENCE

19.01 **Compassionate / Bereavement Leave**

- a) Compassionate leave of five (5) days at the death of spouse, mother, father, persons in loco parentis, children, brother, sister or grandchildren, or in the case of miscarriage, shall be granted without deduction from sick leave credits.
- b) Compassionate leave of three (3) days at the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparents shall be granted without deduction from sick leave credits.

- c) Additional time may be granted upon request at the discretion of the Director of Education or the Director of Education's designate.

19.02 **Personal Leave**

- a) Teachers may be granted up to two (2) days per school year for urgent personal reasons provided the Teacher notifies his or her immediate supervisor as soon as possible before the leave is to be taken.
- b) This leave will be deducted from sick leave.
- c) These days may not be taken immediately preceding or following a statutory holiday or a vacation unless a legitimate reason is given and accepted by the Director of Education or the Director of Education's designate.
- d) Teachers shall endeavour to provide one (1) week's notification to the Principal, except in emergency cases, to be allowed time to keep dental appointments and to follow therapeutic treatments, provided appointments cannot be obtained outside working hours. Such absences of one-half days or more will be deducted from sick leave.
- e) Subject to the approval of the Director of Education or the Director of Education's designate, Teachers may be absent for professional or personal reasons notwithstanding the provisions of Article 19.02 (a) with deduction from sick leave. It is understood that all teachers must maintain 1.67 days per month (16.7 per year) dedicated solely for the use as sick leave.
- f) A Teacher may be granted a special leave of absence for reasons other than illness without deduction of salary or sick leave credits at the discretion of the Director of Education or the Director of Education's designate.

19.03 **Family Care Leave**

- a) In the case of dire illness or physical or mental incapacity of a family member, and upon request of a teacher, the Board may grant an unpaid leave for up to eighteen (18) months.
- b) Upon written request by the teacher, the board agrees to continue the teacher's coverage in group employee benefit plans and the teacher agrees to pay the full cost of the premiums.
- c) A teacher shall continue to accrue seniority during a family care leave up to a maximum of eighteen (18) months.
- d) A teacher returning from family leave shall be subject to the procedures in 19.13.

19.04 **Pregnancy, Parental Leave Of Absence**

- a) The Board shall grant to each eligible teacher, a pregnancy and/or parental leave in accordance with the Employment Standards Act provided the teacher is eligible for the said leave under the Employment Standards Act.
- b) The Board shall append to this collective agreement a copy of the relevant sections of the Employment Standards Act setting out the above leaves. (Appendix "E")
- c) The returning teacher shall be given a comparable position in the same school subject to redundancy procedures and surplus to school procedures.

19.05 **Extended Parental Leave Of Absence**

- a) Extended parental leaves of up to eighteen (18) months beyond the statutory leave may be granted by the Board.
- b) A Teacher on an extended parental leave shall retain all benefits acquired to the commencement of the leave, but shall not be entitled to payment of salary or sick leave benefits during the leave. Upon written request by the teacher, the Board agrees to continue the teacher's coverage in group employee benefit plans and the teacher agrees to pay the full cost of the premiums.
- c) The extension is conditional on the teacher agreeing upon a return to work on the first day of the first, second or third school term or first or second semester of the applicable school calendar; or if requested by the teacher, on such other date to be determined at the discretion of the Superintendent of Education or designate. The returning teacher shall be given a comparable position in the same school subject to redundancy procedures and surplus to school procedures.

19.06 **Paternity Leave**

Upon request, a teacher shall be granted three (3) days paternity leave within ten (10) days of the birth of a child.

19.07 **Adoption Leave**

A teacher shall be granted a leave of up to five (5) working days upon the adoption of a child. These days must be taken during the procedural adoption criteria as set down by the governing body. The teacher shall be entitled to one (1) working day upon the homecoming of the child. A teacher shall be allowed an adoption leave equivalent to the extended parental leave provided in this collective agreement.

19.08 **Supplemental Employment Insurance Benefit (SEIB Plan)**

- a) Employees must apply for and be in receipt of Employment Insurance before the SEIB plan becomes payable.

- b) The Board shall provide seventy-five percent (75%) of a teacher's salary during the two-week Employment Insurance waiting period.
- c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- d) Upon the confirmation of the Employment Insurance Commission of the appropriateness of the Board's Supplemental Employment Benefit (SEIB Plan), a teacher who is on pregnancy leave as provided under this Agreement, who is in receipt of the Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit in the amount of \$100.00 per week for the first 15 weeks of the pregnancy leave.

19.09 **Jury Duty-Witness Leave of Absence**

- a) Leave with pay shall be granted when a teacher is required to appear in court by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he or she is not a party or one of the persons charged.
- b) The teacher shall submit to the Board a certificate signed by a court representative testifying to his or her presence at court.
- c) The teacher shall deposit with the Administrator of Human Resources the full amount of compensation received exclusive of reimbursement of expenses incurred by the teacher.
- d) If the teacher does not deposit the full amount of compensation stipulated in c) above, salary deduction will ensue.
- e) These days shall not be deducted from sick leave credits.

19.10 **Quarantine**

Every teacher is entitled to salary despite absence from duty in any case where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from performing his or her duties. The days shall not be deducted from sick leave credits.

19.11 **Leave Of Absence Without Pay**

- a) A leave of absence without pay shall mean a leave requested by the teacher and approved by the Board.
- b) A teacher upon returning from leave of absence shall retain all sick leave credits that have been accumulated up to the time of the leave.
- c) If, while on a leave of absence without pay, a teacher taught or acted in a

pedagogical capacity recognized by the Teachers' Pension Plan, the year(s) of experience shall be recognized in full for the purpose of determining salary.

- d) While on leave of absence without pay, a teacher shall be entitled to continue to participate in the Board benefits plan upon written request and at their own cost.
- e) Seniority continues to accrue during the leave.
- f) It shall be the teacher's responsibility to notify the Board by registered mail, by April 1st of the following school year, of the teacher's intention concerning the employment with this Board.
- g) The normal length of an unpaid leave of absence is up to five (5) five calendar years subject to Board approval.

19.12 **Deferred Salary Leave Plan**

- a) The deferred salary leave plan has been developed to afford teachers the opportunity of taking a leave of absence without pay and through deferral of salary, finance the leave. In accordance with Revenue Canada Taxation Regulation, the leave shall not be less than 6 consecutive months and the deferral period must not exceed 6 years from the date deferrals are commenced.
- b) Neither The Catholic District School Board of Eastern Ontario nor The Ontario English Catholic Teachers' Association assumes responsibility for any consequences arising out of this plan related to effects on a teacher's pension provision, income tax arrangements, Employment Insurance, the Canada Pension Plan or any liabilities incurred by a teacher as a result of participation in this plan.
- c) The teacher shall not be covered by the Workers Safety and Insurance Board (WSIB) during the leave period.
- d) A permanent teacher with the Board is eligible to participate in the plan.
- e) A teacher must make a written application to the Administrator of Human Resources by January 31st requesting to participate in the plan.
- f) Written response from the Board will be forwarded to the teacher by March 1st.
- g) Participation in the plan will not be unreasonably withheld.
- h) An agreement to the terms and conditions of the plan shall be signed by the Board and the teacher prior to the beginning of participation in the plan.
- i) An appropriate amount of the teacher's salary will be held back in each year of the Plan (ex: 2 over 3 years = 33%, 3 over 4 years = 25%, 4 over 5 years = 20%). The percentage deferred in any taxation year shall not exceed 33%. This money will be deposited in a Board-held deferred salary leave account and

statements will be issued quarterly to the teacher. Any interest earned must be paid out to the teacher during the year in which it is earned. Interest will be calculated and will be paid to the teacher at the same rate that the Board receives on its surplus funds.

- j) During the leave, the teacher shall be paid the monies accumulated as of the commencement of the leave in accordance with the payment of salaries to other teachers.
- k) During the leave, the Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension Plan, the Teachers' Pension Plan and the teacher's share of any benefits according to the collective agreement.
- l) The teacher may not receive remuneration from the Board during the leave other than the deferred salary.
- m) A teacher must return to the employer or an employer that participates in similar arrangements after the period of leave for a period that is not less than the period of absence. If a teacher decides not to return to the Board following a leave, the Board shall be notified as soon as possible and not later than May 1st of that year.
- n) Upon returning from leave, the teacher shall retain sick leave credits that have been accumulated up to the time of the leave.
- o) The period during which the teacher is on leave does not constitute a break in service.
- p) A teacher may not withdraw from the plan in circumstances other than financial or other hardship such as loss of employment due to redundancy. When such a circumstance has been demonstrated to the Board, the accumulated funds shall be released to the teacher within fourteen (14) days.
- q) In the case of a death of a teacher who is a participant in the plan, the accumulated funds shall be paid to the teachers' estate, providing the appropriate required consents or releases have been obtained.
- r) A teacher may only make one request to postpone the original scheduled commencement of the leave. Such request may be granted at the discretion of the Director of Education or the Director's designate.
- s) Both the salary deductions and the year of leave must commence at the beginning of the school year, or the beginning of a semester for secondary school teachers.

Notwithstanding any of the above, nothing in this Deferred Salary Leave Plan shall be in contravention with the Income Tax Regulations.

19.13 **Return from Leave**

Teachers returning from any leave that is no more than one school year in length, other than a pregnancy or parental leave as per article 19.04 or an extended parental leave as per article 19.05, shall be given a comparable position in the same school, subject to redundancy and surplus to school procedures. If the leave exceeds one school year, and if no vacancy exists in the same school, teachers will be offered a comparable position within sixty (60) kilometers of their original location, unless otherwise mutually agreed upon.

19.14 **Professional Activities Leave**

- a) Teachers, upon request and approval of the Board, shall be permitted to attend conferences and workshops.
- b) Teachers, upon request and approval of the Board, shall be permitted to be absent for academic examination purposes and for their own graduation exercises.
- c) Absences for the above reasons shall not affect the Teacher's salary nor shall they be deducted from sick leave credits.
- d) Notwithstanding the preceding three paragraphs, a teacher wishing to attend a conference longer than two days in length may access personal leave days or sick days in addition to two professional activity leave days in order to attend.

19.15 **Ministry Leave**

For teachers who are hired by the Ministry of Education into a two year, non-renewable rotational position, the Board shall grant a leave of absence under the same conditions stipulated in Article 19.11. On return from such leave, the teacher shall be given a comparable position in the same school or position of responsibility within sixty (60) kilometers of their original location, unless otherwise mutually agreed upon. This return shall be subject to redundancy and surplus to school procedures.

19.16 **Association Activities**

- a) Release time as requested by the OECTA Executive shall be granted in accordance with the clauses below, without prejudice, loss of position, salary and benefits or seniority.
- b) Up to two (2) unit officers of OECTA shall be relieved of teaching duties provided that the cost of salary and benefits paid to and on behalf of the employee be paid by the OECTA.
- c) The OECTA executive shall inform the Board by May 15 of the unit officers to be released in the subsequent school year.
- d) Upon completion of unit officers' release time, they shall return to their

previous position, or a position to which the parties agree, subject to redundancy procedures and surplus to school procedures.

- e) Upon written request, the Board shall grant a maximum of five (5) days to the OECTA Treasurer for Association business. It is understood that the OECTA will reimburse to the Board the costs for such leaves.
- f) Upon request and approval of the Board, teachers shall be permitted to carry out union duties at a level beyond that of the local Board. It is understood that the Board will be reimbursed for the cost for such leaves by the appropriate agency.

ARTICLE 20: LABOUR-MANAGEMENT COOPERATION COMMITTEE

20.01 Establishment of a Committee:

A Labour-Management Cooperation Committee shall be established consisting of three (3) representatives of the Teachers and three (3) representatives of the Board. The Committee shall enjoy the full support of both parties.

20.02 Meetings of the Committee:

- a) The committee shall meet monthly for a year following the signature of this collective agreement and within (fifteen) 15 working days of a request of either party at a time mutually agreed upon by both parties.
- b) After this initial period of one year, the committee shall meet whenever necessary at the request of either party, within fifteen (15) working days from the date of notification, at a time mutually agreed upon by both parties. The subject(s) to be discussed will be stated clearly at the time of the request of the meeting.

20.03 Chairperson of the Committee:

The chair of this committee shall alternate between OECTA and the Board.

20.04 Functions of the Committee:

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Board and the Teachers.
- b) Improving and extending services to the Board and to the public.
- c) Reviewing suggestions from the Teachers and the Board, questions of working conditions and service (but not grievances).
- d) Correcting conditions causing grievances and misunderstandings.

- e) The committee shall receive a report on system wide staffing, including an overview of enrolment, teacher allocation and class size.
- f) Both parties acknowledge the necessity for sick leave provisions out of genuine concern for the welfare of Teachers. The committee shall jointly study the issue of teacher absenteeism and explore proactive strategies to reduce sick leave usage.
- g) Reviewing and engaging in consultations pertaining to implementation strategies of Ministry/Board initiatives.

20.05 **Committee Recommendations:**

- a) The committee may make recommendations to the Board and the Teachers. The committee may refer the appropriate subjects to the negotiating committees representing the parties. Proposed recommendations must receive double majority support before being referred to either the Teachers or the Board.
- b) Recommendations shall be brought to the next Board meeting and to the next OECTA meeting. A summary of the discussions of the committee meetings shall be included in the Board meeting agendas and the OECTA minutes.
- c) A response shall be received within two (2) months of Labour-Management Cooperation Committee meeting.

ARTICLE 21: BOARD/ASSOCIATION RELATIONS

- 21.01 Where the Board establishes a committee requiring OECTA representation, the OECTA executive shall appoint the member(s).
- 21.02 The Association shall forward a list of the unit officers to the Board by September 30th of each year.
- 21.03 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education, or designate, and to and from the President of the Association or designate.

ARTICLE 22: SCHOOL ASSOCIATION REPRESENTATIVES

The Association will appoint or elect one (1) or more Association representative(s) at each school or worksite, and shall forward a list of these representatives to the Board by September 30 of each year.

ARTICLE 23: GRIEVANCE PROCEDURE

- 23.01 For the purposes of the procedures described below, a "grievance" means a formal complaint relating to the interpretation, application, administration and/or alleged violation of the present collective agreement.

- 23.02 A grievance may be initiated by a member of the bargaining unit, or by a group of members, or the bargaining agent.
- 23.03 The Board recognizes the Teacher's right to be represented by a member of the Teachers' association, (local or provincial), at each step of the procedures described herein.
- 23.04 Each grievance shall be submitted in writing and be duly signed by the appropriate bargaining unit officers.
- The grievance shall:
- a) stipulate the name of the grievor;
 - b) identify the greivor's work location;
 - c) outline the nature of the grievance;
 - d) specify the date on or about which the incident giving rise to the grievance occurred; or on or about the date the Unit became aware of the incident;
 - e) identify the specific clause which has been allegedly violated, misinterpreted or misapplied and the redress requested;
- 23.05 The Board and the Teachers agree that no Teacher or Board representative shall be subject to reprisal by virtue of having submitted a grievance.
- 23.06 A Joint Interpretation Committee shall be formed, consisting of three (3) representatives appointed by OECTA and three (3) representatives appointed by the Board.
- 23.07 A quorum of the Joint Interpretation Committee shall consist of six (6) representatives.
- 23.08 Parties to the grievance procedure may not alter, modify or amend any of the provisions of this collective agreement.
- 23.09 The time limits established herein may be extended by the written mutual consent of the parties to this agreement.
- 23.10 In the procedures below, the word day means a school day. It is agreed that during the summer holidays the word day means Board business day.
- 23.11 All grievances requiring interpretation as to the application, administration or alleged violation of this agreement shall be settled according to the following procedure:
- Step 1: The grievant shall submit the grievance in writing to the Director of Education, through the Administrator of Human Resources, within twenty (20) days of the event leading to the grievance. The Director of Education, through the Administrator of Human Resources, shall render a decision in writing to the grievant within ten (10) days.
- Step 2: If the grievant is not satisfied with the Director of Education's decision, the grievant may, within twelve (12) days of receipt of such decision, submit the grievance in writing to the Joint Interpretation Committee. The Joint Interpretation Committee shall convene a meeting within

twenty (20) working days of receipt of this letter. The Joint Interpretation Committee shall render its decision within twelve (12) days of the receipt of the grievance, at Step 2 and communicate its decision to the grieving.

23.12 Board Grievance

The Board may submit a grievance in writing, beginning at Step 2. The grievance shall be processed using the same procedure as outlined in this Article except that:

- a) the grievance shall be signed by the Director of Education or the Director's designate.
- b) the grievance shall be submitted to the local bargaining unit president(s) of the OECTA.
- c) the local bargaining unit president(s) of the OECTA shall give his/her reply in writing to the Director of Education in accordance with the Step 2 timelines.
- d) The Director of Education or the Director's designate shall notify the local bargaining unit president of the OECTA of the Board's desire to submit the grievance to arbitration in accordance with Article 24.

ARTICLE 24: ARBITRATION

- 24.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, either of the parties may, within fourteen (14) days after the grievance procedure established by this agreement has been exhausted, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of a single arbitrator, or the first party's appointee to an arbitration board.
- 24.02 A Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the bargaining unit and a third person to act as Chairperson chosen by the other two members of the Board of Arbitration.
- 24.03 The recipient of the notice shall within five (5) days inform the other party either that it accepts the other party's appointee as a single arbitrator or offer another name or inform the other party of the name of its appointee to a board of arbitration.
- 24.04 If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chair within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- 24.05 The decision of the Board of Arbitration or majority thereof, constituted in the above manner shall be binding on both parties.
- 24.06 The Board of Arbitration shall not have any power to add, modify or amend any of the

provisions nor give any decisions inconsistent with the terms and provisions of this agreement.

- 24.07 Each of the parties to this agreement shall bear the expenses of the Nominee appointed by it; and the parties shall jointly bear the expenses, if any, of the Chairperson, or the single Arbitrator, as the case may be.
- 24.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or to settle the grievance.
- 24.09 Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act 1998, or any successor Act.
- 24.10 As outlined in Section 50 of the Ontario Labour Relations Act, 1998, or any successor Act, the parties to the collective agreement may, at any time, agree to refer one or more grievances to a single mediator-arbitrator for the purpose of resolving the grievances in an expeditious and informal manner.

ARTICLE 25: PERSONNEL FILE

- 25.01 Upon written request to the Superintendent of Human Resources, a teacher shall have access during normal business hours to the teacher personnel file that is kept in the central Board office. The teacher may photocopy any material contained in this file.
- 25.02 An appropriate Board official shall be present when a teacher reviews the file.
- 25.03 An OECTA representative may accompany the teacher.
- 25.04 No information may be placed in or removed from a teacher's personnel file without the knowledge of the teacher involved.
- 25.05 Any correspondence received by the school administration that is used in sessions with a Teacher for counseling or discipline, or other such purpose, shall be copied to the Teacher.
- 25.06 The teacher has the right to append comments to any document placed in the teacher's file.
- 25.07 The signature of a teacher on any document concerning his or her performance or conduct only acknowledges receipt of the document, unless otherwise noted by the teacher.
- 25.08 It is understood that there exists only one personnel file, housed at the central Board Office.
- 25.09 At the request of the Teacher, information mentioned above may be removed from

the Teacher's file after twenty four months have elapsed from the time the information was placed in the file. All information removed from the Teacher's file in accordance with this article shall be placed in a sealed envelope in Human Resources.

ARTICLE 26: EVALUATION AND REPORTS

- 26.01 Observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher for evaluation purposes and in accordance with the Board policy.
- 26.02 Teachers shall only be evaluated by their Principal, Vice-Principal and/or a Supervisory Officer of the Board, or by any individual appointed by the Board who holds the appropriate qualifications and who is not currently a teacher employed by the Board.
- 26.03 Teachers will be given a copy of any report prepared by the Principal, Vice-Principal or Supervisory Officer and will, at their option, be entitled to a conference to discuss said report.
- 26.04 A teacher who desires a conference will request a meeting in writing.
- 26.05 An OECTA representative may accompany the teacher.
- 26.06 A written report will be handed to the teacher within five (5) school days of the post-conference and in any case no later than May 31st.
- 26.07 No report will be submitted to the central office, or placed in a teacher's file, or otherwise acted upon without a prior conference with the teacher. No information may be placed in or removed from a teacher's personal file without the knowledge of the teacher involved. The teacher has the right to append comments to an evaluation report placed in the teacher's file.
- 26.08 No teacher will be required to sign a blank or incomplete evaluation form.
- 26.09 Upon receipt of the Summative Report Form of a Performance Appraisal the teacher may add comments to it, sign it (with the express understanding that such signature is only an acknowledgement of having received a copy thereof) and return it to the principal for placement in the teacher's personnel file at the Board office. It is understood that the timelines related to these Performance Appraisals contained in the applicable legislation are mandatory and not discretionary.
- 26.10 Teacher Performance Appraisal for Experienced Teachers Process
The Board and Association shall jointly agree that Performance Appraisals will be used to:

- a) affirm work well done
- b) assist the teacher in delivery of programme
- c) provide for professional and career growth
- d) identify strengths and areas of development

The performance appraisal of experienced teachers shall be conducted in accordance with the Education Act, Regulations, and the Ministry of Education Technical Requirements Manual document Performance Appraisal of Experienced Teachers, 2007.

No member of the bargaining unit shall participate in the Performance Appraisal of Experienced Teachers process of another member.

Voluntary activities shall not be evaluated within the context of the performance appraisal process.

The name of any teacher having received an unsatisfactory in the Performance Appraisal of Experienced Teachers shall be forwarded to the President of the Unit.

By October 15th of each school year the Board shall disclose to the Unit, the names, if any, of the teachers who are designated to participate in the Performance Appraisal of Experienced Teachers process in that school year.

It is understood that a teacher's Annual Learning Plan (ALP) is owned by the teacher and as such the teacher shall develop it independently. It is also understood that an ALP is an individual professional growth document. Consultation and collaboration related to the ALP shall take place in the method as defined by the Ministry of Education.

Issues pertaining to Performance Appraisal will be addressed by the Joint Labour Management Committee.

It is understood that issues pertaining to Catholicity shall be dealt in accordance with the policy developed and agreed at the Institute of Catholic Education (ICE) Joint Committee.

26.11 The New Teacher Performance Appraisal Process and Induction Program (NTIP)
The Performance Appraisal and Induction of New Teachers, as defined by the legislation, shall be conducted in accordance with the Education Act, Regulations, and the Ministry of Education's Manual for Performance Appraisal of New Teachers, 2006, and Induction Elements Manual, 2006.

No member of the bargaining unit shall participate in the Performance Appraisal of New Teachers.

The choice of a mentor is at the sole discretion of the New Teacher.

Mentoring, by a member of the bargaining unit, as an element of the New Teacher Induction process, shall terminate in the event that the New Teacher receives "development needed" or an "unsatisfactory" rating on the Summative Report Form for New Teachers.

Voluntary activities shall not be evaluated within the context of the performance Appraisal of New Teachers or the New Teacher Induction process. The name of a New Teacher who receives a Summative Rating of "development needed" or "unsatisfactory" under the Performance Appraisal of New Teachers shall be forwarded to the President of the Unit.

Mentor participation in the mentoring program shall be voluntary.

The teacher mentoring will continue to take place during the instructional part of the day. Any out of school activities will be voluntary and at the determination of the teachers participating in the program.

While teachers are encouraged to promote the mentorship program, it is recognized that the personal and individual advice provided by the mentor shall be confidential and shall be exempt from all parts of the performance appraisal program.

ARTICLE 27: COLLEGE OF TEACHERS' COMPLAINTS

If a teacher is the subject of an investigation or 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 28: Discipline

- a) The Board shall normally provide a teacher with written notice of the discipline.
- b) Such notice shall state the reason(s) for disciplinary action in (a).
- c) Such notice shall be hand-delivered by the superordinate to the teacher.
- d) A copy of this written notice of discipline will be forwarded to the local unit president.

ARTICLE 29: SENIORITY

- 29.01 Seniority shall mean the length of continuous service in the bargaining unit with this Board, or predecessor Boards, from the most recent date of hire.
- 29.02 For the purpose of this article, "continuous service" shall include being on the recall list and any and all leaves taken with the approval of the Board.
- 29.03 Each teacher in the bargaining unit employed by the Board shall be placed on the

seniority list for the Board Day School programs or the Continuing Education programs.

29.04 **Procedure for the Day School Programs Seniority List** (excluding Continuing Education Programs)

- a) The seniority list shall be established by the Board in consultation with the unit president(s).
- b) The Board shall publish a seniority list each year as of October 16, to be posted in each school. Teachers shall advise the Board of any errors in the list. A revised copy shall be provided to the OECTA executive by November 16.
- c) An updated list, including those hired after the original list was posted, shall be forwarded to the OECTA executive before March 1 of each school year.
- d) Part-time teachers employed by this Board will be considered as full-time teachers for seniority purposes.
- e) Seniority is computed in terms of days, months and years.
- f) Where seniority is equivalent, the determining criteria, in order, shall be the following:
 - i) total teaching experience with this Board or its predecessor Boards during the period of continuous service and where such is equal;
 - ii) other teaching experience with this Board or its predecessor Boards and where such is equal;
 - iii) total teaching experience recognized for salary purposes and where such is equal;
 - iv) highest category placement in accordance with QECO Statements of Evaluation and where such is equal;
 - v) as drawn by lot in the presence of the OECTA unit president.

29.05 **Procedure for the Continuing Education Programs Seniority List:**

- a) "Continuing Education Teacher" as referred to in this article shall mean a teacher as defined in the Education Act employed to teach a continuing education course or class established in accordance with the regulations under the Act.
- b) "Continuing Education course or class" shall mean a continuing education course or class as defined in the regulations and for which a valid certificate of qualification as a teacher is required by the regulations.

- c) All teachers of continuing education shall accrue seniority from their date of hire as a continuing education teacher. The Board shall maintain a separate seniority list of continuing education teachers, and provide the bargaining unit with the current list at the end of every module or session.
- d) All modules will be offered to teachers on the continuing education seniority list in order of qualifications and seniority with the Board as a continuing education teacher.
- e) All continuing education teachers are deemed to have continuous employment with the Board, provided they continuously accept assignments for which they are qualified.
- f) Continuing education teachers who attain a position in the day school program will start on the day school list at year 0, and shall have their seniority on the continuing education list recognized pursuant to (29.04 f) ii).

ARTICLE 30: TEMPORARY POSITIONS

It is recognized that the Ministry of Education and other Provincial/Federal government departments have developed a number of initiatives and grants providing School Boards with the opportunity to respond to emergent issues in the area of credit recovery, student retention, literacy and numeracy.

In the event the Board is the recipient of such grants or will be launching a time-specific Ministry initiative, which is less than two years in duration, the Board will inform OECTA of any such grants and resultant temporary positions before the advertisements are placed on the Board web-site or in schools.

All positions created by special Ministry/Department grants that are program and/or time specific will be advertised as per Article 33.02. It is understood that in the case of Ministry grants/initiatives, staff will be placed into such positions only for the defined duration of the program of funding.

For staff assuming such temporary positions, they shall have the right to return to the position they held prior to assuming the temporary position.

In the event such programs or grants become permanent, the position will be re-advertised and all OECTA members will have the opportunity to apply for such positions.

ARTICLE 31: PROBATIONARY TEACHERS

- 31.01 A newly hired teacher with less than two (2) years of prior teaching experience shall be on probation until that teacher has completed two (2) years of employment as a teacher with the Board.
- 31.02 A newly hired teacher who has a minimum of two (2) years of prior teaching experience

shall be on probation for one (1) year.

- 31.03 The standard of just cause applicable to the discharge of a probationary teacher is less than that which applies to the discharge of a non-probationary teacher.

ARTICLE 32: Joint Board Staffing Committee

- (a) There shall be established a Joint Board Staffing Committee composed of three (3) representatives of the Board, and three (3) representatives chosen by the Bargaining Unit. This Joint Board Staffing Committee shall be established within ninety (90) days of the signing of this Collective Agreement.
- (b) The Committee shall be convened not later than November 15 in each school year for an initial meeting. Thereafter the Committee shall meet bi-monthly per school year and such additional times as may be mutually agreed.
- (c) The Committee will:
- Consult, monitor, and advise on the implementation of new programs and initiatives and other staffing matters. Such programs include but are not limited to: Student Success Program, Secondary High Skills Majors, Dual Credit, Suspended/Expelled Student Programs;
 - To review and discuss both existing and future staffing model and staff allocation;
 - To monitor compliance with respect to Ministry and collective agreement staffing requirements;
 - To consider and make recommendations on staffing issues arising from the Provincial Discussion Table Agreement;
 - Consult on the assignment of staff generated by the increase in elementary teacher preparation time;
 - Monitor the use of the funding enhancement under Article 12 of the PDT;
 - Advise on staff allocation to address the class size reduction in grades 4-8 generated by the terms of the PDT agreement;
 - Address other staffing and workload issues as agreed to by the Parties.
- (d) The Committee will be provided with the information to monitor compliance with respect to Ministry Regulations and Collective Agreement staffing requirements and such other data as required by the parties.

Notwithstanding the above, should the parties not be able to arrive at a consensus in a collaborative manner, the Board reserves management rights and the Association to grieve under Article 23 of the Collective Agreement.

ARTICLE 33: TRANSFERS AND VACANCIES

33.01 **Preamble**

Teachers may request a transfer for the following school year according to the process outlined in this Article. Transfers will be considered on the basis of factors which will include but are not limited to school needs, qualifications, programming, experience and seniority. Nothing in this article prevents the transfer of a teacher at any time by mutual consent of the Board and the Teacher.

Teachers under performance review are excluded from requesting a transfer.

33.02 **Vacancies**

- a) All vacancies occurring in the Bargaining Unit shall be posted in all schools, Board offices and on the Board's website for a period of five (5) working days. During the month of August, all vacancies will be posted for a period of five (5) working days, only on the Board's website. A copy of each notice shall be sent to the Association.
- b) Vacancies are defined as those teaching positions within the bargaining unit which may become available due to attrition, growth, transfer or newly created positions. The newly created positions include, but are not limited to, new or expanding programs.
- c) When vacancies occur during the summer, all qualified teachers who requested but were not granted transfers will be given first consideration before hiring new staff. Every reasonable attempt will be made to contact these teachers.
- d) When elementary vacancies occur in the fall of the school year, the successful candidate will remain in his/her position until the last teaching day prior to the Christmas break. The new position will be effective the first teaching day in January.

If the vacancy occurs between January and before the start of the March Break the teacher will remain in his/her current position and will begin his/her new teaching assignment on the first Monday following the March Break. The vacant position will be held by a long-term occasional teacher until the permanent teacher is available.

If the vacancy occurs post March Break the teacher will remain in his/her current position and will begin his/her new teaching assignment in September of the following year. The vacant position will be held by a long term occasional teacher until the permanent teacher is available.

- e) When secondary vacancies occur during Semester One, the successful candidate will remain in his/her position until the end of the first Semester. The new position will be effective the first day of Semester Two. If the vacancy occurs during Semester Two the teacher will remain in his/her current position and will begin his/her new teaching assignment in Semester One in the following year. The vacant positions will be held by long-term occasional teachers until the permanent teacher is available.

33.03 **Teacher Requested Transfers**

- a) Teachers desiring a transfer will submit a written request to the Director of Education by April 1st.
- b) Those transfers granted by the Board will be confirmed by May 15th. It is

understood that no transfer of a teacher will result in another teacher being declared surplus to school or redundant. An OECTA representative may be present at the session where the Board decides on the transfer requests.

- c) Known vacancies will be posted by May 31st in order that any teacher who has not previously applied for a transfer may submit such a request.
- d) For vacancies occurring after June 1st, consideration will be given to teachers who have requested but who have not been granted a transfer, before the hiring of new staff.

33.04 **Board Initiated Transfers**

- a) The Board shall advise a teacher of its intent to transfer the teacher by April 30th if the transfer involves a change of municipality. In all other cases the Board shall advise the teacher of its intent to transfer the teacher by the second Friday of May.
- b) The Board may not transfer the teacher more than sixty (60) kilometers from the school in which he or she is currently teaching unless by mutual agreement between the teacher and the Board.
- c) The transfer as proposed shall be discussed with the teacher concerned prior to the proposed transfer and an official notice shall be given in writing by the appropriate superintendent.
- d) Teachers who have been transferred by the Board will remain in that school for four (4) years before another transfer. In exceptional circumstances an earlier transfer may be warranted. In that case the superintendent will meet with the teacher concerned. A teacher may be accompanied by an OECTA representative.
- e) Notwithstanding the above the Board will engage in meaningful consultation with the Association and the Teacher regarding said Board Initiated Transfer.

33.05 **Transfers due to surplus in a school**

- a) Teachers declared surplus to a school shall be notified in writing on or before May 15th.
- b) If there are surplus teachers to a school, the first principle shall be a voluntary transfer of teachers.
- c) Where no teacher volunteers, teachers declared surplus in a school shall be transferred from the school complement in reverse order of system seniority of the teachers in that school. The Board shall have the right to retain those teachers who are qualified as required by the Acts and Regulations to meet school and program needs. Individual teachers under consideration for surplus shall be notified of and considered for vacancies for the upcoming school year

before they are posted.

- d) Teachers bypassed as outlined above, may not be assigned to another position in the school for which a transferred teacher with equal or more seniority is qualified for the assignment.
- e) Should a teacher be declared surplus to a particular school, that teacher shall be given the first opportunity to return to that school to fill a vacancy which becomes available prior to the commencement of school, and then for the following school year. If an opening is not available at that school, then the teacher shall be given an opportunity to fill a vacancy in a school within sixty (60) kilometers of that school.

33.06 **School Closure**

In the event of a school closure or the reconfiguration of school, all teachers within the affected school(s) will be given priority access to all vacancies within the receiving school(s) and/or within the larger school system, in the following fashion:

- a) Teachers from a staff at a school affected by a school closure or school reconfiguration, who request a transfer to any vacancy within the school receiving its students, shall be transferred in keeping with the teachers' qualifications and seniority, prior to the regular transfer process commencing.
- b) A teacher moving from a closing school or reconfigured school shall not cause a teacher surplus at a receiving school.
- c) If a surplus situation exists in a school affected by a reconfiguration to a lesser staff complement the surplus procedure is subject to procedures outlined in article 33.05.

33.07 **Notice of Resignation (Probationary Teachers)**

A probationary Teacher may resign from his/her employment effective at the Christmas break (elementary schools only), at the end of the semester (secondary schools only), at the end of the school year, or at any other time as mutually agreed upon between the Teacher and the Director of Education. Notice of resignation shall be provided in writing to the Director of Education at least twenty (20) school days prior to the effective date.

33.08 **Notice of Resignation or Retirement**

Notice of resignation or retirement shall be provided in writing to the Director of Education at least twenty (20) school days prior to the effective date.

ARTICLE 34: TERMINATION AND REDUNDANCY

The termination of employment of a teacher by the Board due to redundancy shall occur in accordance with the following:

- 34.01 The notice shall state that the reason for termination of employment is solely due to redundancy.
- 34.02 Such notice shall be sent via registered mail to the teacher's last known address on file at the Board office or via hand delivery by the Supervisory Officer to the teacher, with a copy to the Association.
- 34.03 Redundant teachers shall be those in excess of projected staffing requirements as determined by the Board in accordance with the Education Act and its Regulations and this collective agreement.
- 34.04 Prior to teachers being declared redundant, the Board shall reduce its staff complement through normal attrition of teachers from the bargaining unit.
- 34.05 Teachers shall be declared redundant in reverse order of seniority.
- 34.06 Teachers to be declared redundant shall be notified in writing by May 15th to have effect August 31st. The letter shall state that the sole reason for termination is due to a decrease in enrolment and the teacher's placement on the seniority list.

ARTICLE 35: RECALL

- 35.01 Teachers declared redundant in accordance with Article 34 shall be placed on a recall list in order of their placement on the seniority list.
- 35.02 For the purpose of recall procedure, "qualified" shall be defined as those qualifications required by the Education Act and its regulations.
- 35.03 When making new appointments to the staff, the Board shall first offer these positions to those who were released because of redundancy. Such offer shall be made to the redundant teacher in the bargaining unit who has the greatest seniority and who is qualified or commits to becoming qualified before the commencement date of the new assignment and with Ministry approval.
- 35.04 If a teacher who is already so qualified refuses the position offered, it shall be offered to the teacher with the next greatest seniority who is either qualified or who commits to becoming qualified.
- 35.05 A teacher who refuses a position offered shall not forfeit his/her right to recall or his/her position on the recall list.
- 35.06 Teaching positions which become available shall be offered to teachers on the recall list by verbal contact on the condition that they provide the Board with an address and telephone number where they can be reached if other than their regular address and telephone number. A teacher provided with a verbal offer will have forty-eight (48) hours to respond to the offer.

- 35.07 If a teacher cannot be contacted verbally, a registered letter shall be forwarded to the teacher's last address known to the Board. The teacher will be expected to advise the Board of confirmation of the position within five (5) school days of having been notified by registered letter.
- 35.08 A teacher's name shall be withdrawn from the recall list should they accept another permanent teaching position with another employer.
- 35.09 When teachers with the right of recall are given a part-time teaching position, they maintain their right of recall to the first full-time position as soon as such a position is created or declared vacant by the Board. The teacher must be qualified or can become qualified.
- 35.10 Teachers shall be on the recall list for a period of two (2) years from the date of termination of employment. Redundant teachers, rehired within two (2) years of termination, will maintain their seniority and contract status as if there had been no redundancy.
- 35.11 Teachers on the recall list shall, on request, be allowed to join the occasional teachers' list.

ARTICLE 36: WORKING CONDITIONS

- 36.01 All school based staff have a role to play in school supervision which is essential in maintaining a safe school environment.

Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/ on-call or instructional time. 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.

36.02 **Teaching Assignments**

Principals shall endeavour to ensure:

- a) All teachers receive their teaching assignments for the upcoming school year by June 15 of the current year.
- b) All teachers in the Secondary Panel receive their teaching assignments for the upcoming second semester by December 15.

The Association recognizes that from time to time teaching assignments may need to be adjusted. Teachers should be notified as soon as possible when such a change must occur.

36.03 **In-School Consultation**

While the Principal maintains the right and duty to effectively staff the school, the parties agree to the following:

- 1) Teachers may submit to the Principal in writing by April 1st, teaching assignment requests and duty preference for the following school year.
- 2) Preliminary teaching assignments and supervision schedules shall be generated after giving consideration to teacher requests.
- 3) Teachers shall be given the opportunity to discuss their proposed classroom teaching assignment and supervision schedule, if such meeting is requested.

36.04 **Elementary Working Conditions**

Preparation Time

The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to fund additional preparation time for elementary teachers as follows:

- 0.42 additional teachers per 1,000 elementary pupils in 2009-10;
- 0.86 additional teachers per 1,000 elementary pupils in 2010-11;
- 1.30 additional teachers per 1,000 elementary pupils in 2011-12;
- 1.74 additional teachers per 1,000 elementary pupils in 2012-13.

The Parties agree that preparation time for a full-time teacher shall be increased as follows:

- September 1, 2008 - 200 minutes/week
 - September 1, 2009 - 210 minutes/week
 - September 1, 2010 - 220 minutes/week
 - September 1, 2011 - 230 minutes/week
 - August 31, 2012 - 240 minutes/week
- a) Full time teachers in elementary schools shall be granted preparation and planning time within the three hundred (300) minute pupil instructional day. Planning and preparation time shall be teacher directed, which may include preparation, evaluation and opportunities for consultation where appropriate. Planning and preparation time shall be exclusive of recess and the Teacher's forty (40) minutes of uninterrupted lunch time.
 - b) Part-time teachers shall be eligible for all of the above on a pro-rated basis.
 - c) The principal, in consultation with the superintendent, where necessary, shall distribute equitably, preparation and planning time entitlement with a minimum assignment of not less than twenty (20) minutes. This being said, the principal will make every effort to allocate this time in forty (40) minute blocks.
 - d) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level,

generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.

- e) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Joint Board Staffing Committee.

36.05 Definition of Supervision

Supervision shall be defined as the time teachers are assigned to supervise students outside of the 300 minute instructional day.

36.06 School Based Supervision Assignments– Elementary Teachers

The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows:

- \$22.23 per elementary pupil in 2008-09;
- \$26.61 per elementary pupil in 2009-10;
- \$26.88 per elementary pupil in 2010-11;
- \$20.06 per elementary pupil in 2011-12

All school-based staff have a role to play in Elementary school supervision which is essential in maintaining a safe school environment.

Every teacher shall be assigned equitable supervision duties as outlined in the supervision schedule. This schedule shall be developed by the Principal addressing the safety of students.

Effective September 1, 2008, the Board shall assign teachers up to 100 minutes per week supervision on average over 2 weeks with no more than 130 minutes supervision in any one week.

Effective September 1, 2009, teachers shall be assigned up to 90 minutes per week supervision on average over 2 weeks with no more than 120 minutes supervision in any one week.

Effective September 1, 2010, teachers shall be assigned up to 80 minutes per week supervision on average over 2 weeks with no more than 100 minutes supervision in any one week.

Effective September 1, 2011, teachers shall be assigned up to 80 minutes per week supervision on average over 2 weeks with no more than 100 minutes supervision in any one week.

Intramurals, extra-murals and other such activities will be considered voluntary activities. Part-time teacher's duty shall be prorated.

36.07 Release Time for Assessment, Evaluation and Report Cards

The Parties agree on the importance of timely, relevant, comprehensive and meaningful assessment and evaluation of Students' learning. In the 2009 -10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.

Effective September 2010, two (2) Professional Activity Days will be designated: one prior to the first reporting period and one prior to the second reporting period.

36.08 Alternate School Day/Balanced School Day

- a) It is agreed that extended time periods of combined instructional and supervision time for teachers are not desirable. School Principals shall endeavour to schedule the day with no more than one block of instructional time greater than 100 minutes. In the event that a teacher is assigned supervisory duty for an entire non-instructional block, the school principal will make every reasonable effort to assign preparation time during one of the adjacent instructional time blocks.
- b) Instructional blocks over 100 minutes shall not exceed 140 minutes in duration.
- c) The Board will conduct meaningful consultation with the Association and with the teaching staff of a school in the implementation, continuation, and/or discontinuation of an Alternate or Balanced school day schedule.
- d) Both parties agree that school schedules already in place for the 2008-09 school year which do not adhere to the above shall remain in effect with changes to the schedule coming in the 2009-10 school year.

Secondary Working Conditions

- 36.09
- a) The Board shall ensure that the average size of its secondary school classes, in the aggregate, does not exceed 21 pupils or such alternate number as may be permitted by legislation. The Board shall determine the average size of its classes, in the aggregate, as of October 31 of each year, and in accordance with Section 170.1 of the Education Act which may be amended from time to time.
 - b) Each full-time secondary teacher shall be assigned a maximum of six credits/credit equivalent courses with a teaching assignment of three credits/credit equivalent courses per semester subject to legislation.

All teachers may be assigned a combination of half period on calls or supervision as follows:

September 1, 2008 = 1800 minutes
September 1, 2009 = 1725 minutes
September 1, 2010 = 1650 minutes
September 1, 2011 = 1575 minutes
August 31, 2012 = 1500 minutes

An on-call shall be defined as one-half credit-bearing, instructional or semestered period. Only one on-call can be assigned on any school day, with no more than two (2) half period on-calls per week and no more than five on-calls per month.

The Board shall assign on-calls and supervision duties, including bus duty, on an equitable basis among all teachers.

Teachers assigned to both elementary and secondary schools shall not be assigned teaching duties in excess of the time which corresponds to the percentage of the assignment in each panel.

Part-time secondary teachers shall have their workload pro-rated to the workload of full-time secondary teachers. The Board shall endeavour to schedule part-time teachers' assignments consecutively.

In extenuating circumstances where a classroom replacement is not readily available, a regular teacher may be assigned one additional half-period on-call per year. It is understood that no occasional teacher is available to cover the absence.

Information and data regarding on-call and supervision assignments will be shared with the Joint Board Staffing Committee, including the use of emergency on-calls.

36.10 E-Learning

The Board and teachers recognize the success of the E-Learning program in assisting students, particularly students at risk, in successfully completing their secondary school program.

Each e-course shall have the same workload value for teachers as other credit courses as set out in Article 36.09.

E-courses shall be subject to the class size provisions contained herein.

The Board shall provide to each teacher delivering an e-course training as required.

Teachers teaching electronically delivered courses or programs shall use the school's equipment in an assigned work location at the teachers' school. Further, a

teacher teaching electronically delivered courses or programs shall correspond with the students only through the Board server.

Teachers in the E-Learning program shall be afforded the same rights contained in the collective agreement as all other teachers.

For day school teachers, all electronically delivered courses or programs shall be scheduled during the regular school day and the regular school year.

The Board and Association, by virtue of the joint Board Staffing Committee, shall monitor and review the number of students of the board taking e-courses through other school boards, the changes in Ministry of Education regulations or other Ministry initiatives.

36.11 Combined Credit Courses

1. The Board recognizes the desirability of providing single credit classrooms and will do so whenever possible.
2. The Association recognizes that there may be situations where single credit classrooms cannot be provided by the Board.
3. All assignments of combined credit courses shall be carried out by the Board in good faith and taking account of appropriate considerations including the instructional needs of students, compatibility of curriculum expectations and the impact upon the workload of the teacher who is assigned such courses.
4. The Board acknowledges the requirement to provide documentation to the Association to enable it to monitor compliance with Article 36.11. Such documentation shall be provided by June 30th for the first semester starting in September, and by Dec. 15th for the 2nd semester.
5. The Association recognizes that enrolment fluctuations may require the Principal to combine or split courses after the dates stated in 4. above.

36.12 Secondary Dual Credit Courses

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

36.13 Secondary School Heads of Organizational Units/Department Heads/Program Leaders

- i) It shall not be the responsibility of the Organizational Unit Head to make any summative judgment or evaluation of the performance of a teacher in the program area, to impose discipline on any such teacher, nor to participate in

- the selection process for Organizational Unit Heads, nor to assess teachers' comments made on students' formal reports.
- ii) Appointments as Head of an Organizational Unit shall be for two (2) years. Incumbents may reapply at the end of their term.
 - iii) When a vacancy occurs in an organizational Unit Head position, the Principal shall post a notice identifying the nature of the position, its term and any particular duties of that position. The posting shall be in the school or site for a period of five (5) teaching days.

ARTICLE 37: POSITIONS OF RESPONSIBILITY

It is the intention of the Board to establish positions of responsibility for the Secondary Schools. The establishment of said positions remains the prerogative of the board.

ARTICLE 38: CONTINUING EDUCATION TEACHERS

- 38.01 Continuing Education Teachers shall be paid an hourly rate of:
- \$35.30 effective September 1, 2008
 - \$36.36 effective September 1, 2009
 - \$37.45 effective September 1, 2010
 - \$38.57 effective September 1, 2011

It is understood that the above hourly rate includes vacation pay.

- 38.02 Adult Day School Continuing Education Teachers shall accrue experience as follows: 1/6 of a year of experience for every 110 hours of credit instruction not to exceed one year of experience for the calendar period September 1 to August 31 regardless of source.

38.03 E-Learning

The Board and teachers recognize the success of the E-Learning program in assisting students, particularly students at risk, in successfully completing their secondary school program.

The Board shall provide to each teacher delivering an e-course training as required.

Teachers teaching electronically delivered courses or programs shall correspond with the students only through the Board server.

E-Learning summer school / night school courses shall be posted.

The Board and Association, by virtue of the Joint Board Staffing Committee, shall monitor and review the number of students of the board taking e-courses through other boards, the changes in Ministry of Education regulations or other Ministry initiatives.

38.04 Assignment of Home Tutor Teachers

Upon notification of a need for a Home Tutor Teacher, the order of consideration for the assignment shall be:

1. To the teacher currently assigned to the student's class
2. To other qualified teachers within the school
3. To other qualified teachers with the Bargaining Unit.

Pay rate shall be the hourly Continuing Education rate as set out herein in Article 38.

38.05 Markers

(a) The Board recognizes that the Ontario English Catholic Teachers' Association is the sole authority to bargain for all Markers of credit courses employed by the Board in the Adult Day School Programme, Continuing Education Night or Summer School Programme. It is understood that this Article is the only Article of this Collective Agreement that applies to Markers.

(b) The rate of pay for Markers shall be:
\$12.97/lesson effective September 2008
\$13.36/lesson effective September 2009
\$13.76/lesson effective September 2010
\$14.17/lesson effective September 2011

(c) The Board shall advertise internally for Markers on an annual basis. Teachers interested in becoming Markers may make application to the Principal of Continuing Education.

(d) The Board shall provide to the President of the Local Bargaining Unit of OECTA, a list of the Markers employed by the Board in September and July of each year.

(e) The Board shall deduct Association dues at the rate of one and one-quarter percent (1.25%) of salary. The Board shall remit such dues by cheque to the General Secretary of the Ontario English Catholic Teachers Association on or before the fifteenth (15th) of the month following the month of deduction. It is understood that OECTA indemnifies the Board for this dues deduction in accordance with Article 8.06.

38.06 Continuing Education Teachers shall accrue seniority pursuant to Article 29.

38.07 Qualified Continuing Education Teachers shall, upon application, be given consideration for vacancies in schools prior to external hiring.

38.08 Save and except the Grievance Procedure outlined in Article 23, the provisions of this agreement applicable to Continuing Education Teachers are those stipulated solely in this Article.

ARTICLE 39: TRANSPORTATION REGARDING SCHOOL-SPONSORED ACTIVITIES

Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily with the advance permission of the Principal or Superintendent concerned.

ARTICLE 40: CLOSING OF SCHOOLS ON SCHOOL DAYS

- 40.01 When the school(s) is/are closed due to weather conditions, equipment failure or the interruption of essential services, Teachers shall not be required to go to the school.
- 40.02 If at the school, they are not required to remain once all of the pupils are safely en route home. Assurance of this shall be the responsibility of the school Principal.
- 40.03 In the event that bus transportation is cancelled due to inclement weather but schools remain open, teachers will make a reasonable effort to report to the school.

ARTICLE 41: LUNCH

The Board will provide each Teacher with forty (40) minutes uninterrupted for lunch.

ARTICLE 42: REPORTING SYSTEM

Should a Teacher not be able to access the reporting system during the period when the on-line reporting system would normally be available, the Teacher may make a request to the Principal for an extension to the reporting deadline. Such a request shall not be unreasonably denied.

It is agreed and understood that system unavailability does not include the loss of communication to a teacher's home unrelated to the Board's server.

ARTICLE 43: EMPLOYMENT INSURANCE REBATE

The parties agree that the Employment Insurance Rebate will be retained by the Board.

ARTICLE 44: RELEVANT DATA

- 44.01 This information will be provided in accordance with the Freedom of Information Act.
- 44.02 Following the full implementation of the Board's new information system, this information will be provided within two (2) weeks of the request. The Board shall, upon request, provide the authorized Teachers' representatives the following current documents and/or data which will assist them in developing accurate, informed and constructive proposals on behalf of the Teachers and for the purpose of processing grievances under this agreement:
 - a) Placement of Teachers on the salary scale including any allowances.

- b) Participating Teachers in the Extended Health, Dental, LTD and Life Insurance plans.
- c) Sick Leave Credits.
- d) Number of pupils per classroom per school.
- e) Placement of Teachers per school.
- f) Teachers' date of birth and teaching experience.
- g) Lists of Teachers' seniority.
- h) The Board shall advise OECTA of the names of any individuals on Letters of Permission used to cover bargaining unit work.

ARTICLE 45: NO STRIKE, NO LOCKOUT

- 45.01 Where a collective agreement is in operation, no employee bound by the agreement shall strike and the employer bound by the agreement shall not lock out such an employee.
- 45.02 For the purpose of clause 45.01 "strike" and "lockout" have the same meaning as under the Labour Relations Act, as interpreted by the Ontario Labour Relations Board.

ARTICLE 46: DISTRIBUTION OF AGREEMENT

- 46.01 The Board shall endeavour to give a copy of this agreement to the teachers' representatives within twenty-five (25) school days of the conclusion of negotiations, or other such time as agreed to by the parties.
- 46.02 The Board shall provide for each teacher a copy of this agreement.

ARTICLE 47: PROFESSIONAL DEVELOPMENT

- 47.01 Joint Professional Development Committee
The Board and the Teachers agree to establish a joint Professional Development Committee consisting of three members chosen by the Bargaining Unit and three members selected by the Board.

The committee shall be operational within ninety (90) days of signing by both parties.

The committee will oversee the professional activities for Teachers during Professional Activity Days consistent with the learning goals of Teachers as identified in the Teachers' Annual Learning Plans (ALPS). The committee shall advise on the allocation and dissemination of the funding generated in the Pupil Foundation Grants in 2009-2010, 2010-2011 and 2011-2012 for the purposes of enhancing professional development opportunities for teachers.

Professional Development is job-embedded, informed by research and done in partnership with colleagues.

The committee will promote best practices and sustain successful Catholic Professional Learning Communities and monitor their implementation.

School and Board-wide in-service programs are not affected by this article.

- 47.02 On days designated as "Professional Development Days" the number of hours teachers are required to be present shall not exceed the number of hours in a regular school day. This shall be prorated for part-time teachers in accordance with the number of hours in the regular school day. Notwithstanding, part-time teachers are encouraged to attend the full Professional Development Day and will be remunerated on a pro-rata basis.
- 47.03 Professional Development is job-embedded, informed by research and done in partnership with colleagues. This does not preclude the Board from offering voluntary professional development outside of the instructional day.

ARTICLE 48: LENGTH OF SCHOOL YEAR

The Board's school year shall be as defined in the Education Act and its Regulations.

ARTICLE 49: OFFENCE DECLARATION

The Board shall administer the collection of Offence Declarations each year. All information collected shall be stored in the same location as the teacher's CPIC and shall be held under the same parameters and guidelines as the CPIC document.

Any changes to the current offence declaration form shall be made in conjunction with the bargaining unit.

LETTER OF UNDERSTANDING

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

Student Assessment

The parties agree that for each year of the collective agreement the following shall apply:

Each JK-Grade 8 classroom teacher shall be eligible for a half day relief for the purposes of conducting individual student assessments. These assessments are identified in the Board's Assessment Data Availability Calendar.

The arrangement for this half day shall be made through consultation and mutual agreement between the principal and each teacher.

Should there be any changes to the assessment practices as identified in the Board's Assessment Data Availability Calendar, the Board and the Bargaining Unit shall meet to determine whether a teacher conducting this assessment will be eligible for the above.

This memorandum will expire June 30, 2012.

LETTER OF UNDERSTANDING

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

PA Days

The parties agree that for each year of the collective agreement the following shall apply:

The Joint Professional Development Committee shall meet each year to determine which two professional activity days shall be identified for elementary half-day teacher-directed time to be used for classroom related activities such as: assessment and evaluation, program development and IEP revision and completion.

LETTER OF UNDERSTANDING

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

Moratorium on New Initiatives

Recognizing the amount of new initiatives placed on teachers during the term of the previous collective agreement, the Board agrees to place a moratorium on any new elementary board initiated initiatives affecting teacher workload for the 2008-09 school year.

Notwithstanding the above, should the Board, the Ministry of Education and/or other Provincial/Federal government departments introduce any new initiatives affecting the terms and working conditions of this collective agreement, it is agreed that the Board will inform and consult with the Bargaining Unit in advance of their implementation.

The Board and Bargaining Unit also agree to meet and discuss workload issues and best practices regarding assessment and evaluation and student achievement.

LETTER OF UNDERSTANDING

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

Professional Learning

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce an allocation in the GSN to enhance professional learning opportunities for teachers. The per pupil funding benchmark will as follows under the Pupil Foundation Grant:

- \$7.24 per elementary pupil in 2009-10;
- \$15.21 per elementary pupil in 2010-11;
- \$23.07 per elementary pupil in 2011-12.

The Parties agree:

- That valuable professional development is job-embedded, informed by research and done in partnership with colleagues.
- The success of a Catholic Professional Learning Community (CPLC) depends largely on the environment and the climate in which it is set up.
- CPLCs are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.
- Teacher's Annual Learning Plan will inform the Professional Learning opportunities funded through this allocation as well as the CPLC.

LETTER OF UNDERSTANDING

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

Grade 4-8 Class Size Reduction

The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor in Council, to fund in the GSN a reduction of the average class size in grades 4 to 8 from 25.0 to 24.5 as follows:

- September 1, 2009 : 0.18 teacher per 1,000 grade 4 to 8 pupils
- September 1, 2010 : 0.37 teacher per 1,000 grade 4 to 8 pupils
- September 1, 2011 : 0.57 teacher per 1,000 grade 4 to 8 pupils
- August 31, 2012 : 0.96 teacher per 1,000 grade 4 to 8 pupils

The Board will hire the full complement of additional funded elementary teachers that result from the new allocation, and apply this to reduce the Grade 4-8 average class size starting from the 2008-09 average. By August 31, 2012 the 2008-09 start average shall be reduced by at least 0.5.

LETTER OF UNDERSTANDING

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

Secondary Programming

The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to support the expansion of secondary programming through a new allocation to be introduced in the GSN as follows:

- September 1, 2008 : 0.19 teacher per 1,000 secondary pupils;
- September 1, 2009 : 0.38 teacher per 1,000 secondary pupils;
- September 1, 2010 : 0.70 teacher per 1,000 secondary pupils;
- September 1, 2011 : 1.02 teacher per 1,000 secondary pupils;
- August 31, 2012: 1.35 teacher per 1,000 secondary pupils.

For the 2008-2012 Collective Agreement, the Board and the Association are committed to implementing the expansion of "Secondary Programming", by hiring the full complement of additional funded secondary teachers that result from the new allocation. This expansion may include increases in course offerings and strategic class size reductions.

For the 2008-09 school year, the hiring of additional teachers shall occur at the second semester.

LETTER OF UNDERSTANDING

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

Benefits

1. By January 30, 2009 the Board shall provide to the Association the requested disclosure, as outlined in the PDT. This information shall be provided in hard copy and in electronic format.
2. The Board shall provide preliminary estimate of cost for the list of potential benefit improvements as provided by the Association.
3. The Board and the Association shall meet no later than January 30, 2010 to determine benefit enhancements to come into effect September 1, 2010.

LETTER OF UNDERSTANDING

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

Travel Allowance on Board-wide Professional Activity Days

On PD days where teachers are brought together, in a central location(s), buses shall be provided in lieu of travel allowance.

LETTERS OF INTENT

between the

CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO

and the members of the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

LETTER OF INTENT - French/Core Travel Time

The Board and the Association agree to place the Core French/Prep Teacher travel time grievance in abeyance until December 19th, 2008. In this time, the Board will investigate the implementation and timetabling of travel time for teachers of Core French and for Preparation time.

This abeyance shall not preclude the parties from scheduling arbitration dates for January 2009 and onwards.

It is understood that should the Parties come to an agreement to implement school schedules that will ensure travel time for the affected teachers, then the Association shall withdraw the grievance that pertains to this issue. However, should no agreement be reached, the grievance will be reactivated immediately.

LETTER OF INTENT - Staff Meetings

The Superintendent of Human Resources is advising the Bargaining Unit President that a best-practices guideline relating to staff meetings shall be distributed to Principals and teaching staff each September. The purpose of the guideline will reflect the following:

- It is the expectation that Teachers will attend one staff meeting per month or the equivalent;
- The purpose of staff meetings will be to focus primarily on local school issues;
- The length of the staff meeting will usually be sixty minutes in length, but may be extended from time to time for local school issues. When known prior to the meeting, it will be indicated in the draft agenda;
- In order to engage Teachers, they are encouraged to submit items for the agenda of the staff meeting;
- An agenda for the staff meeting will be distributed to Teachers prior to the meeting, where possible;
- The agenda is flexible and additional items may be added during the meeting.

LETTER OF INTENT - Grades 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows :

- 0.32 teacher per 1,000 grade 4 to 8 pupil

The Board and the Association are committed to implementing "Grades 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches." The Joint Board Staffing Committee shall advise on the program to be delivered and the assignment of teachers, prior to the staffing process for 2012-2013.

ARTICLE 50: SIGNATURES

In witness thereof, the parties have signed this collective agreement hereinafter mentioned.

Signed this 27th day of November, 2008.

for the **CATHOLIC DISTRICT SCHOOL BOARD OF EASTERN ONTARIO**

for the **ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**

EMPLOYEE BENEFITS**EXTENDED HEALTH CARE**

- a) Drug card - \$1.00 / prescription
Formulary III (open)
Generic first
No dispensing fee cap
- b) Hospital - Semi-private room
Unlimited
No deductible
- c) Deductible \$10/\$20
Co-insurance 100%
Maximum - unlimited
- d) Vision Care - \$250/24 months
(Includes all current options)
- e) Hearing Aids - \$500 / 3 years
(Includes all current options)
- f) Out-of-province benefits
Out-of-country benefits
(Unlimited - current options)
- g) Paramedical Services
All licensed paramedical practitioners
Currently insured - to include acupuncture and chiropractors
\$15 / visit
Psychologists - rates \$7/hour, \$15/hour, \$18/hour
X-rays as required - \$45 / insured / year
Prosthetic appliances covered
Durable medical equipment
Medical supplies & services
Ambulance services
Accidental dental coverage

DENTAL CARE

Basic Dental: Current ODA Fee Guide
 9 month recall
 9 month fluoride
 (all other benefits as currently in force)

DENTAL CARE

Major Restorative Services:

Max. \$2,000 / year
 Denture replace / 5 years
 Co-insurance 50%
 (Includes caps, crowns, bridges, dentures (full or partial) - standard exclusion only)

Orthodontic Services:

Co-insurance 50%
 Max. lifetime \$3,000
 Max. \$1,000 per calendar

LIFE INSURANCE

Basic: 2 X salary
 Waiver of premium
 Conversion
 All other standard clauses

Accidental Death/Dismemberment: Matches Basic Life

Basic Dependent Life: \$20,000 spouse
 \$10,000 child

Optional Group Life (employee): Age banded (employee pays 100%)
 Gender banded
 Smoker, non-smoker rates

Optional Dependent Life: \$20,000 spouse (employee pays 100%)
 \$5,000 child

Optional Life (spouse): In units of \$5,000 up to \$100,000 (employee pays 100%)

RETIREES: All benefits available (retiree pays 100%)
 Life conversion at age 65
 Prior to age 65 - group rate

RRSP PLAN (employees of the former Stormont, Dundas and Glengarry Board)

On September 30, 1999, teachers with 10 years or more to retirement received a two thousand dollar (\$2000.00) amount paid in a group RRSP. The two thousand dollars (\$2000.00) is registered in a group RRSP, in the name of the individual teacher. It is understood that the individual plan is locked in for a period of ten (10) years from the date of original contribution. Should the teacher leave the employ of the Board prior to the expiry of the ten (10) year period, the full net contents of the individual plan shall be returned to the Board.

On September 30, 1999, teachers with less than ten (10) years to retirement received a lump sum payment of seven hundred dollars (\$700.00).

RETIREMENT GRATUITY (employees of the former Lanark, Leeds and Grenville and former Prescott-Russell Boards)

The retirement gratuity in existence for teachers employed as of August 31, 1999 by the predecessor Lanark, Leeds and Grenville County Roman Catholic Separate School Board and Prescott-Russell County Roman Catholic English-Language Separate School Board, shall remain in effect pursuant to the predecessor agreements with those Boards, as outlined below.

LANARK, LEEDS AND GRENVILLE

Providing the teacher has had ten (10) years of continuous service with the Lanark, Leeds and Grenville County Roman Catholic Separate School Board and is retiring from his/her position with the Board, having had forty (40) years of teaching; or providing the teacher has had ten (10) years of continuous service with the Lanark, Leeds and Grenville County Roman Catholic Separate School Board and is retiring from his/her position with the Board having thirty-five (35) years of teaching and having reached the age of fifty-five (55); or providing the teacher has had ten (10) years of continuous service with the Lanark, Leeds and Grenville County Roman Catholic Separate School Board and providing the sum of that person's last attained age and years of service is equal to or greater than 85, a teacher becomes entitled to a retirement gratuity.

The retirement gratuity is based on 50% of the cumulative sick leave days to a maximum of 200 standing to the credit of the teacher at the time of the retirement, or 100 cumulative days, the lesser of the two. The amount of such gratuity is to be based on teacher's salary with the Board immediately prior to termination of employment (Section 158 - (1) Education Act - 1983), divided by 200, times the number of days recognized for gratuity purposes.

Only the years after September 1, 1969 are to be counted toward this required ten (10) years of service with the Board, unless a Board which became part of the larger unit known as the Lanark, Leeds and Grenville County Roman Catholic Separate School Board had offered a retirement gratuity plan to its employees, in which case years are to be counted from the effective date of such retirement gratuity plan.

The retirement gratuity for teachers whose term of employment with the Board began on or after September 1, 1985, shall be limited to one half a year's salary at the time of retirement or \$20,000.00 the lesser of the two.

PRESCOTT-RUSSELL

The Branch Affiliates agree to share the Board's aim of reducing the eventual liabilities of the Retirement Gratuity Fund, and recognize the need for further studies of options for their reduction.

By mutual consent, a committee will be established to study the factors influencing the reduction of such liabilities and the possibilities for their reduction.

APPENDIX "C"

Provided a teacher has attained twelve years of full time equivalent teaching experience with the Board he or she shall be eligible for a retirement gratuity payment following the earlier of one of the three dates:

- a) the teacher has attained the age of sixty five (65) years and retired from the teaching profession or
- b) the teacher has retired from the teaching profession and the sum of the teacher's age and the teacher's full time equivalent teaching experience recognized for the teacher's superannuation plan totals eighty-five (85).
- c) the teacher has received confirmation of receipt of Teacher Pension Plan benefits in the case of early retirement (before 85 factor).

It is understood and agreed that at the time of retirement the teacher must be in the employ of the Board as a teacher.

Provided the conditions above are met and upon completion of twelve (12) years or more of full-time equivalent teaching without interruption with the Board or with the English Sector of its Predecessor Board, a teacher is entitled to receive a retirement gratuity according to the following scale.

After twelve (12) years of full time equivalent teacher 14% of the accumulated sick leave credits multiplied by 1/200 of the teacher's yearly salary at the time of retirement.

13 years of teaching experience with the Board,	16%
14 years of teaching experience with the Board,	18%
15 years of teaching experience with the Board,	20%
16 years of teaching experience with the Board,	22%
17 years of teaching experience with the Board,	24%
18 years of teaching experience with the Board,	26%
19 years of teaching experience with the Board,	28%
20 years of teaching experience with the Board,	30%
21 years of teaching experience with the Board,	32%
22 years of teaching experience with the Board,	34%
23 years of teaching experience with the Board,	36%
24 years of teaching experience with the Board,	38%
25 years of teaching experience with the Board,	40%
26 years of teaching experience with the Board,	42%
27 years of teaching experience with the Board,	44%
28 years of teaching experience with the Board,	46%
29 years of teaching experience with the Board,	48%
30 years of teaching experience with the Board,	50%

It is understood and agreed that the above payment shall comply with section 180 of the Education Act.

In the event that a teacher, who has at least twelve years of teaching experience with the Board, dies while employed as a teacher by the Board then his or her estate is eligible to receive a retirement gratuity payment based on his or her years of teaching experience with the Board as set out in the above clause. The Board shall make the required payment to the teacher's estate upon receipt of the necessary legal documentation.

The retirement gratuity payments set out in the above clause will be paid within one year following the teacher's retirement or as agreed to in writing between the teacher and the Board.

APPENDIX "D"

RRSP PLAN (For teachers hired on or after September 1, 1999 to August 31, 2007)

The Board agrees to provide a one-time incentive of two thousand dollars (\$2000.00) payable on successful completion of the probationary period for teachers commencing employment on or after September 1, 1999.

The two thousand dollars (\$2000.00) will be paid to the teacher for placement in a group RRSP with the registration in the name of the individual teacher.

It is understood that the individual plan is locked in for a period of ten (10) years from the date of original contribution.

Should the teacher leave the employ of the Board prior to the expiry of the ten (10) year period, the full net contents of the individual plan shall be returned to the Board.

PREGNANCY AND PARENTAL LEAVE
(EMPLOYMENT STANDARDS ACT)

45. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and "child" has a corresponding meaning; ("pere ou mere")

"same-sex partner" means either of two persons of the same sex who live together in a conjugal relationship outside marriage; ("partenaire de meme sexe")

"spouse" means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. ("conjoint")

Pregnancy Leave

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.
- (2) An employee may begin her pregnancy leave no earlier than the earlier of,
- (a) the day that is 17 weeks before her due date; and
 - (b) the day on which she gives birth.
- (3) Clause (2)(b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.
- (3.1) An employee may begin her pregnancy leave no later than the earlier of,
- (a) her due date; and
 - (b) the day on which she gives birth.
- (4) An employee wishing to take pregnancy leave shall give the employer,
- (a) written notice at least two weeks before the day the leave is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

APPENDIX "E"

- (5) An employee who has given notice to begin pregnancy leave may begin the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

- (6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,
 - (a) written notice of the day of the pregnancy leave began or is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

- 47. (1) An employee's pregnancy leave ends,
 - (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.

- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.

APPENDIX "E"

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
- (4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four week's written notice of the termination.
- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

Parental Leave

- 48. (1) An employee who has not been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.
- (2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.
- (3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.
- (4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.
- (5) An employee who has given notice to begin parental leave may begin the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

APPENDIX "E"

- (6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
 - (a) the employee's parental leave begins on the day he or she stops working; and
 - (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

- 49. (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.
- (2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.
- (3) An employee who has given notice to end his or her parental leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
- (4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four week's written notice of the termination.
- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

General Provisions Concerning Leaves

- 51. (1) During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plans.
- (3) During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

APPENDIX "E"

- 52.** (1) The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:
1. The length of his or her employment, whether or not it is active employment.
 2. The length of the employee's service whether or not that service is active.
 3. The employee's seniority.
- (2) The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract.
- 53.** (1) Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- (2) Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave.
- (3) The employer shall pay a reinstated employee at a rate that is equal to the greater of,
- (a) the rate that the employee most recently earned with the employer; and
 - (b) the rate that the employee would be earning had he or she worked throughout the leave.