



**AGREEMENT BETWEEN**

**WATERLOO CATHOLIC DISTRICT  
SCHOOL BOARD**

**and**

**OECTA - WATERLOO UNIT**

**SECONDARY TEACHERS**

**For The Period  
September 1, 2012 to August 31, 2014**



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# SECONDARY AFFILIATE

## PREAMBLE

WHEREAS it is the common goal of the Board and Teachers to provide the best possible educational service for the students of this community; and

WHEREAS it is firmly held that this educational service should be based on sound principles of a Christian Catholic character; and

WHEREAS to achieve this common goal it is essential that the Board and Teachers maintain the harmonious relationship that exists between them;

It is the desire of the Board and Teachers to set forth in this Agreement the salaries, allowances and certain of the conditions of employment.

As disciples of Christ, we educate and nurture hope in all learners to realize their full potential to transform God's world.

## ARTICLE 1 - LEGAL OBLIGATIONS

### 1.01 Duration

This Agreement shall be effective for the period September 1, 2012 to August 31, 2014 and shall continue thereafter under the provisions of the current Ontario Labour Relations Act.

### 1.02 Strike or Lockout

There shall be no strike or lockout during the term of this Agreement or any renewal of the Agreement brought about through failure of either party to serve notice of proposed changes in accordance with the Ontario Labour Relations Act.

### 1.03 Recognition of Bargaining Agent

A) The Waterloo Catholic District School Board, hereinafter called the Board, shall recognize the Ontario English Catholic Teachers Association, hereinafter called the Secondary Teachers, as the sole bargaining agent for the teachers employed according to the current Labour Relations Act. No individual teacher, or group of teachers shall enter into discussion with the Board or its representatives in order to alter any terms of this Collective Agreement, including working conditions and remuneration.

B) 1. The bargaining unit includes all Secondary Teachers save and except for Occasional Teachers.  
2. Subject to the Education Act and the Regulations made there under and the requirements of the College of Teachers, all roles currently filled by teachers shall continue to be filled by teachers certified through the College of Teachers for the duration of this agreement.

#### **1.04 Renegotiation as Required by Law**

In the event that this Agreement is altered by an outside party authorized by law to do so those provisions so altered shall be subject to renegotiation.

#### **1.05 Management Rights**

- A) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of the current Ontario Labour Relations Act, the Education Act, and the regulations of the Ministry of Education.
- B) The Principal shall be responsible to assign all duties deemed necessary for the safe and careful management of the school. The Principal shall distribute duties in a fair and equitable manner. Whenever possible, before assigning those duties, the Principal will discuss them with the staff affected.
- C) In order to accommodate persons with disabilities, such persons may be assigned duties suitable to accommodate the disability.
- D) The Principal shall determine the specific teaching duties of a teacher. In determining the assignment, the Principal will consider the overall needs of the school and will consult with the teacher with respect to preferences, qualifications, and teaching experience.

#### **1.06 Freedom of Information Requests**

The Board, through the Director of Education, will consider written requests to provide the Secondary Teachers with any documents and/or data consistent with the rights provided in the Municipal Freedom of Information and Protection of Privacy Act 2001, S.O. 2001, Section 4 as amended from time to time.

#### **1.07 Workplace Harassment/Discrimination**

- A) The Board recognizes that every teacher has the right to employment free of harassment and the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, sex, age, record of offenses, marital status, family status, or handicap as per the Board's Employee Workplace Harassment/Discrimination Prevention Policy dated February 20, 2004 as may be amended from time to time.

A teacher who has a claim against the Board for discrimination or harassment involving any of the above may proceed through the Grievance Procedure within seven (7) calendar days as per Article 2.03 Step Two B).

- B) A teacher's participation in OECTA should be recognized as being a positive contribution to the school system.
- C) The Board shall endeavour to provide a workplace free of harassment, as defined in the Ontario Human Rights Code, for all teachers.

### **1.08 Just Cause**

- A) A claim of unjust discipline or discharge by a teacher shall be subject to the Grievance and Arbitration Procedure as set forth in this Collective Agreement.

If the grievance relates to a claim of unjust discharge:

1. The Grievor must file the grievance within ten (10) calendar days after the date of dismissal.
2. The grievance is initiated at Step 2 of the Grievance Procedure. Where the matter concerned is of a denominational nature, the Board and the Teachers shall, prior to discipline or discharge, make every reasonable effort to resolve the matter on a personal basis through professional and/or religious counselling.

- B) The Board shall not demote a teacher from a position of responsibility without just cause.

#### **C) Probation**

A teacher will serve a probationary period of 1 (one) year. The Board may extend the probationary period for one additional year, by mutual agreement of the Board and OECTA.

### **1.09 Publication of Collective Agreement**

- A) The Board shall make the Collective Agreement available to each Secondary Teacher within thirty (30) days of the ratification and signing of the Tentative Agreement by both parties. A printed copy will be made available to teachers upon request. Printed copies will be provided to the Unit.

- B) Timelines may be extended by mutual agreement.

## **ARTICLE 2 - GRIEVANCE PROCEDURE**

### **2.01 Definition**

A grievance is any difference or dispute, which relates to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.

### **2.02 Protocol**

These differences or disputes exist between the Board, and the Local Teacher Bargaining Unit acting on behalf of its members (*individual or group*). All decisions, statements, and grievances shall be submitted in writing by registered mail or hand delivery. The date of registration/delivery shall be deemed to be the date of any submission, decision or Board Grievance. The time limits may be extended by mutual agreement of the parties, in writing.

### **2.03 Individual Teacher Grievance**

#### *PROCEDURE STEP ONE*

After discussion with the individual's immediate supervisor, the Grievor, if necessary, shall submit a concise written statement of the grievance of the alleged violations of the provisions of

the Collective Agreement and the redress sought to the Director of Education, or designate, with a copy to the individual's immediate Supervisor. This action will be taken within sixty (60) consecutive calendar days, exclusive of July and August, of the event giving rise to the grievance.

#### *PROCEDURE STEP TWO*

A) Within seven (7) consecutive calendar days of the receipt of the statement of the grievance, exclusive of July and August, the Director of Education, or designate, shall meet with the Grievor to discuss the matter. The Director of Education, or designate, shall give a written decision to the Grievor within seven (7) consecutive calendar days of the meeting, exclusive of July and August.

B) Notwithstanding the above, if a teacher accesses the Board's Employee Workplace Harassment/Discrimination Policy dated February 20, 2004, as may be amended from time to time and does not reach resolution, the teacher may access the Grievance Procedure at Step Two within seven (7) consecutive calendar days, exclusive of July and August.

#### *PROCEDURE STEP THREE*

A) If, in the opinion of the Local Teacher Bargaining Unit, the grievance remains unresolved by the decision of the Director of Education, or designate, the Local Teacher Bargaining Unit shall, within fifteen (15) consecutive calendar days, exclusive of July and August, notify the other party of its desire to submit the grievance to arbitration. The notice and subsequent procedure shall be in accordance with Section 48 of the OLRA (*Ontario Labour Relations Act*).

The recipient of the notice shall, within five (5) consecutive calendar days, exclusive of July and August, inform the other party either that it accepts the other party's appointee as a Single Arbitrator or inform the other party of the name of its Appointee to the Arbitration Board.

In the case of an Arbitration Board, where two (2) Appointees are so selected they shall, within five (5) consecutive calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

If the recipient of the notice fails to nominate a Single Arbitrator or if the two (2) Appointees fail to agree upon a Chairperson within the time limits in the case of a Board of Arbitration or the parties fail to agree on a Single Arbitrator, the appointment shall be made by the Minister of Labour (*established under the OLRA*) upon the request of either party.

The Single Arbitrator or the Arbitration Board, as the case may be, shall hear and determine the difference and shall issue a decision bind upon the parties.

B) Prior to the arbitration hearing, either party may request grievance mediation by application to the Minister of Labour. The party applying shall immediately inform, in writing, the other party of said application. All timelines will be suspended until the grievance mediation is held.

C) Each party shall bear the expenses of its own Appointee(s), in the case of an Arbitration Board, and its witnesses, and the expense of the Chairperson of an Arbitration Board, or a

Single Arbitrator, as the case may be, shall be shared equally by Local Teacher Bargaining Unit and the Board.

#### **2.04 Group Grievance**

If a common grievance concerning two or more members arises and each Grievor affected agrees to their grievance being filed as part of a group grievance, it shall be submitted by the Local Teacher Bargaining Unit to the Director of Education of the Board within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July and August. If within twenty (20) consecutive calendar days the grievance remains unresolved, exclusive of July and August, the Local Teacher Bargaining Unit with the concurrence of the Grievors may proceed to Step Three (3) of the Teacher Grievance Procedure.

#### **2.05 Unit Grievance**

Where a grievance involves a question of general application or interpretation, the Board or the Local Teacher Bargaining Unit may initiate the grievance by filing it with the Local Teacher Bargaining Unit or the Director of Education, as the case may be, within sixty (60) consecutive calendar days, exclusive of July and August, of the event giving rise to the grievance and thereafter treat the grievance as if it were at Step Two (2) of the Teacher Grievance Procedure and thereafter at Step Three (3) if the grieving party so requests in conformity with the time limitations of the Procedure. No matter may be treated as a grievance under this clause if it could have been the subject of an individual employee or group grievance hereunder.

#### **2.06 Board Grievance**

Should the Board have a grievance with the Local Teacher Bargaining Unit, it shall refer the grievance to the appropriate executive of the Local Teacher Bargaining Unit within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July & August. If within twenty (20) consecutive calendar days, exclusive of July and August, the grievance remains unresolved, the Board may proceed to Step Three (3) of the Teacher Grievance Procedure.

#### **2.07 Representation**

The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the Grievance Arbitration Procedure.

#### **2.08 The Arbitration Board or the Single Arbitrator**

The Arbitration Board or the Single Arbitrator, as the case may be, may relieve against any breach of such time limits on terms it considers fair and equitable.

#### **2.09 Attendance of Witnesses**

The Chairperson of the Board of Arbitration or a Single Arbitrator, as the case may be, shall have the power to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath in the same manner as a court of record in civil cases, and to administer oaths.

## **2.10 Mediation**

As outlined in Section 50 of the Ontario Labour Relations Act, the parties, at any time, may agree to refer one or more grievances to Grievance Mediation or Mediation Arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

## **2.11 Expedited Arbitration**

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

# **ARTICLE 3 – TEACHER RIGHTS AND RESPONSIBILITIES**

## **3.01 Absence Planning**

A classroom teacher shall be responsible for planning for the first day of absence.

## **3.02 Extra Curricular Activities**

Teacher participation in extra curricular activities is recognized as voluntary, subject to provisions of the Education Act and Regulations.

## **3.03 OECTA P.A. Day**

- A) There shall be one-half (1/2) P.A. Day to be organized by the Secondary Teachers. The purpose and content is to be submitted to the Professional Development Committee.
- B) There shall be one (1) full day of the Board's designated P.A. Days that shall be organized by the Secondary Teachers to work towards the growth goals and strategies identified by the teacher in his/her Annual Learning Plan (ALP).

## **3.04 Part-Time Teacher Participation in P.A. Days**

Part-time teachers shall be required to participate in and attend Professional Activity Days commensurate with the percentage of contractual time, which they are deemed to hold.

## **3.05 Teacher Representation on Committees**

The Secondary Teacher Bargaining Unit shall appoint any teacher representative(s) on committees whose terms of reference have Collective Agreement implication, and/or Board committees mandated to be established by the Ministry of Education or the Provincial Discussion Table (PDT) Agreement, May 1, 2008.

# **ARTICLE 4 - WORKING CONDITIONS**

## **4.01 Personnel Files**

- A) The Board shall have the right to maintain personnel files that will be kept at the Education Centre.

- B) Each time a file is viewed by a Supervisory Officer, a Principal or the teacher, the following will be recorded:
1. Date
  2. Viewed by
  3. Purpose

#### **4.02 Access to Personnel Files**

Individual teachers have the right to review the contents of any and all files kept on them, including those retained through electronic means, and to obtain copies of anything therein in accordance with the Municipal Freedom of Information and Protection of Privacy Act 2001, S.O. 2001, Section 4, as amended from time to time. Requests for viewing contents of files shall be handled through the Human Resource Services Office. A request to view one's file shall be made a minimum of twenty-four (24) hours prior to actual viewing. An OECTA Release Officer may have the same access to a file if the teacher gives informed consent via a form provided by the Board.

#### **4.03 Filing of Written Reports**

- A) All reports made upon the work of a teacher, which could affect the continuance of a teacher's employment, or the possible future consideration for a position of responsibility within the Bargaining Unit, shall be made in writing and placed within the teacher's personnel file within ten (10) working days following receipt of both the teacher and administrator signatures on the report. It is understood that such signature is only an acknowledgement of having received a copy thereof.
- B) A teacher may request in writing, through the Office of Human Resource Services, after one (1) year from the date of the report, the removal of a negative report in his/her personnel file. It is understood that there may be a denial of any such request.

#### **4.04 The Performance Appraisal of Experienced Teachers Process**

- A) The performance appraisal of experienced teachers shall be conducted in accordance with the Education Act, Regulations, the Ministry of Education Technical Requirements entitled Performance Appraisal of Experienced Teachers, 2007 and related Board Administrative Policies, as may be amended from time to time.
- B) No member of the Bargaining Unit shall participate in the evaluating the performance of an experienced teacher.
- C) Upon receipt of the Summative Report of a Performance Appraisal of Experienced Teachers, the teacher may add comments to it, shall 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. Any such comments are to be returned within six (6) working days, which shall be extended by mutual consent in the event of the teacher having received an unsatisfactory appraisal. It is understood that the timelines related to the performance appraisal for experienced teachers contained in the applicable legislation will be adhered to.

- D) Voluntary activities shall not be evaluated within the context of the performance appraisal process.
- E) The name of any teacher having received an unsatisfactory rating on the Performance Appraisal of Experienced Teachers shall be forwarded to the President of the Unit within five (5) working days of the teacher having received the unsatisfactory rating.
- F) By October 15<sup>th</sup> of each school year the Board shall disclose to the Unit, the names of the experienced teachers who are designated to participate in the performance appraisal of experienced teachers process in that school year. With mutual agreement, the timelines can be extended.

#### **4.05 The New Teacher Performance Appraisal Process and Induction Program**

- A) 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, and related Board Administrative Policies as may be amended from time to time.
- B) No member of the Bargaining Unit shall participate in the performance appraisal of new teachers. Only members of the Bargaining Unit may participate in the mentoring induction element of the process.
- C) The New Teacher may choose a mentor from the roster of mentors who have volunteered and have been in-serviced by the Board as to the role of and expectations of a mentor. See Letter of Understanding re: Mentorship.
- D) Any member of the Bargaining Unit, with (5) years of certified teaching experience, may become a mentor within the context of the New Teacher Induction Process.
- E) By October 15<sup>th</sup> of each year, the Board shall disclose to the Unit the names of all New Teachers, as defined by the Education Act, and the names of their respective mentors.
- F) The mentoring relationship between the mentor and the mentee, shall terminate in the event that the New Teacher receives a "development needed" or an "unsatisfactory" rating on the Summative Report Form for New Teachers.
- G) Upon receipt of the Summative Report Form of a Performance Appraisal for New Teachers, the new Teachers may add comments to it, shall 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 the Performance Appraisal for New Teachers and the New Teacher Induction Program contained in the applicable legislation will be adhered to.
- H) Voluntary activities shall not be evaluated within the context of the Performance Appraisal of New Teachers or the New Teacher Induction Process.
- I) The name of the 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 within five (5) working days of the New Teacher having received either rating.

- J) It is understood that a New Teacher will track their induction process on the New Teacher Induction Strategy Form and upon completion, the form shall be signed by the Principal and forwarded to the College of Teacher. It is further understood that the elements of the New Teacher Induction Program shall be embedded in the instructional day.

#### **4.06 College of Teachers**

If a teacher is the subject of an investigation by the College of Teachers, no action will be taken upon said teacher by the Board, without prior investigation by the Board.

#### **4.07 Voluntary Positive Contributions**

The teacher's personnel file shall contain a record of outstanding work or voluntary positive contributions to the school system. Such services as participation on Board Committees, special projects, extra curricular activities, or professional participation in Affiliate/Unit matters shall be recorded and entered in the teacher's personnel file. The Secondary Teachers shall provide the Board with a record of such contributions to the school system no later than June 30<sup>th</sup>.

#### **4.08 Complaint Notification**

A complaint received against a teacher shall be brought to the attention of the teacher as soon as possible but no later than fifteen (15) working days from the date of complaint. The teacher will be given the opportunity to respond to the complaint with the participation and assistance of an OECTA release officer.

#### **4.09 Health and Safety**

- A) No teacher shall be discharged, penalized or disciplined for refusing to work as provided in the current *Occupational Health and Safety Act*. There shall be no loss of pay or benefits during the period of refusal.
- B) The OECTA Waterloo Unit shall appoint one (1) Secondary Teacher plus one (1) alternate to a joint Health and Safety Committee to carry out its mandate under the terms of the current *Occupational Health and Safety Act*.
- C) Health and Safety matters, including any mandated training, will be dealt with in accordance with/pursuant to the *Occupational Health and Safety Act*.

#### **4.10 Seniority**

- A) For the purpose of this Agreement, seniority shall start from the most recent date of hire as a permanent contract teacher within the Waterloo Catholic District School Board.
- B) The Board shall prepare a common seniority list of all Secondary Teachers within its employ by November 30<sup>th</sup> of each year, to be effective October 31<sup>st</sup> of the same year, and March 15<sup>th</sup> of each year, to be effective February 28<sup>th</sup> of the same year, showing the

name and date of hire. This list will be posted in each school and distributed electronically to all members of the Bargaining Unit, as well as the President of the Unit.

Any teacher who believes their placement on the list is incorrect must contact the Human Resources Services Office within thirty (30) calendar days of receipt. Thereafter the list will be deemed correct for the next period.

- C) For the purpose of this list, teachers whose effective hiring date was before September 1, 1978, will show on the list as August 31, 1978.
- D) Teachers hired before September 1, 1978 will show on the list in alphabetical order. Teachers hired after 1978 will show in order of the redundancy calculations as outlined in 4.11.
- E) Commencing September 1985, the Board will recognize, for seniority purposes, the total of the teacher's experience in both the Board and its predecessors. From September 1985 on, the Board will recognize each year of experience as full seniority.

#### **4.11 Redundancy**

Redundancies occur when the total number of teachers required in the secondary panel is less than the total number currently employed.

- A) Where the number of teaching staff is reduced, reduction shall be made in the following order:
  - 1. Attrition
  - 2. Reverse order of seniority as outlined in 4.10
- B) Where more than one (1) teacher has the same date of hire, redundant teachers shall be determined by the following conditions:
  - 1. Reverse order of seniority determined by total teaching experience with the WCSDB;
  - 2. Reverse order of seniority determined by total teaching experience with any Ontario School Board;
  - 3. QECO Programme 5 rating in the following order: A0, A1, A2, A3, A4.
- C) Where more than one (1) teacher continues to have the same seniority, the redundant teacher(s) shall be determined by lot in the presence of the President of the Unit, or designate, and a representative of Human Resource Services.
- D) Where qualified teachers with qualifications in special subject areas are required, priority shall be given to those already on staff who are qualified or who can become qualified within fourteen (14) months of the end of the current school year. Where a teacher has indicated in writing he/she has made every effort to meet the necessary requirements, an extension may be granted at the discretion of the Board.
- E) Redundant positions will be determined on a system-wide basis.

- F)
1. On or before March 31st, the Board shall notify the Secondary Teachers of the suspected number of potential redundancies for the ensuing year.
  2. Teachers who may potentially be terminated because of redundancy shall be so notified, not later than May 1<sup>st</sup> preceding the September 1<sup>st</sup> on which the termination may become effective.
  3. Teachers dismissed because of redundancy shall be so notified not later than May 31<sup>st</sup> preceding the September 1<sup>st</sup> on which the termination becomes effective.
  4. In the event that potential redundancies for the ensuing year are indicated, present secondary teaching staff shall be placed in any openings for which they are qualified, prior to access/placement of teachers not currently covered by this Collective Agreement.
  5. In the event that a teacher transfers from the elementary panel into the secondary panel, the teacher will have the seniority and contractual status in effect at the time of his/her transfer, applied to his/her placement on the seniority list referred to in 4.10.
  6. All transfers between the secondary and elementary panels shall require the consent of the teacher, in writing, and compliance with all appropriate provisions in effect.
- G) Teachers released due to redundancy, shall receive a letter stating this as the reason for termination.
- H) Where a reduction is necessary in any of the following positions, and a responsibility allowance is paid under the terms of this Collective Agreement, length of continuous service in that position with the Board will be given first consideration: Programme Heads by subject across the system, Consultants.

#### **4.12 Recall**

- A) The Board will determine the position(s) available.
- B) The Board will recall teachers in reverse order in which they were declared redundant as per the Secondary Recall List subject to qualification requirements of the position as outlined in the Education Act and Regulations. The Secondary Recall List is a list of redundant teachers listed in reverse order to which they were declared redundant.
- C) The right to recall shall terminate twenty-four (24) consecutive months from August 31<sup>st</sup> of the contractual year in which the teacher is declared redundant.
- D) All teachers terminated for reason of redundancy will be placed on the Secondary Recall List.
- E) Teachers maintained on the Secondary Recall List shall not be on contract but shall be given priority whenever possible for the next twenty-four (24) consecutive months to fill

Occasional Teacher positions as they become available without forfeiting their right to recall as set out in 4.12 (C) above.

- F) Teachers recalled would continue the seniority and sick leave credits they had prior to interruption of service.
- G) The following steps shall be used in recalling teachers:
  1. The Human Resource Services Office shall notify the teacher of an available position by telephone, confirmed by Registered Mail or registered by courier. The notification will be sent to the last address, which the teacher registered with the Board.
  2. It is the teacher's responsibility to keep the Board informed, in writing, of a change of address and telephone number within ten (10) calendar days of relocation.
  3. The teacher shall within ten (10) calendar days after the date of the registered letter [4.12 G (1)] advise, in writing, the Human Resource Services Office of his/her intention to return at the required time, failing which, his/her rights to recall are null and void.
  4. Where a teacher is recalled, it will be to an available position, equivalent to the teacher's previous employment status\*. (*\*employment status shall mean full-time or part-time*).
  5. If a teacher refuses a position of equivalent employment status\*, recall rights will be forfeited. (*\*employment status shall mean full-time or part-time*).

#### **4.13 Teacher Surplus Process**

Surplus occurs at a school when the total number of teachers required within a school is less than the current complement. Surplus can also occur within a group of centrally assigned teaching positions when the total number of teachers within a group of centrally assigned teaching positions is less than the current complement. Teaching positions are available for surplus teachers within the Board, unless a surplus teacher is also declared redundant.

Surplus is due to:

1. declining enrolment at a school; or
2. enrolment shifts brought about by the opening of a new school or the closing of an existing school; or
3. enrolment shifts at secondary schools caused by student option selections; or
4. the reduction in or elimination of a program at a school; or
5. the redefinition of a secondary school's catchment area.
6. a new teacher who has been hired during the school year because of an increase in enrolment or because of the resignation, death or retirement of a teacher shall be declared surplus.

When a school experiences a surplus in teaching staff, as defined above, the least senior teacher (as identified in Article 4.10) in the school shall be declared surplus, provided the

remaining teachers have the qualifications as defined by the Education Act to fill the remaining teaching positions at the school.

The Board shall notify teachers declared surplus in writing, one week prior to the first transfer posting. The names of all teachers declared surplus shall be forwarded to the Unit with a rationale for the surplus. Surplus teachers shall be assigned as per Article 4.16.

#### **4.14 Staffing**

The Board shall ensure that the average size of its Secondary School classes, in the aggregate does not exceed 22 pupils. The Board shall determine the average size of its classes, in the aggregate, as of October 31<sup>st</sup> each year and the determination shall be made in accordance with the Education Act and the Regulations made there under, which may be amended from time to time.

#### **4.15 New Positions and Allowances**

When the Board creates a new position, a job description of the new position shall be presented at the next Secondary Labour Management meeting. The allowance will be negotiated and a recommendation presented to the Secondary Teachers and the Board. Upon ratification by both parties the allowance shall become part of this Agreement.

#### **4.16 Transfers**

- A) Teacher transfers shall occur in accordance with the Transfer and Posting Procedures developed jointly between the Board and Secondary Teachers and as may be amended from time to time by mutual agreement.

For the purpose of this Agreement, there shall be two (2) types of transfers as follows:

##### **1. Transfer Via Required Placement**

- a) Teachers who are surplus in their present school as per Article 4.13
- b) Teachers holding Board-wide position(s) who are returning to a specific school teaching position.
- c) Teachers having completed five (5) or more continuous years of experience in one school (including up to one (1) year leave) and seeking a teaching position in another school.
- d) Under extenuating circumstances, other teachers as approved or designated by the appropriate Supervisory Officer.
- e) Teacher(s) declared surplus as per Article 4.13 (6)
- f) Teachers who were declared in the previous school year and have been recalled during the current school year.

##### **2. Transfers Via Posting**

- a) Any teacher with two (2) or more continuous years of experience in their present school and/or position (including up to one (1) year leave) at the date of posting.
- b) Where specialized qualifications are required as per the Education Act (e.g. Special Education) an individual must have the qualifications at the time of application.

- B) An annual review of the Teacher Transfer and Posting Procedures will take place prior to their issuance to all teachers. Through the Human Resource Services Office, and/or designate, representatives of the Secondary Teachers will be provided with an opportunity for input and any revision will be made by mutual agreement.
- C) A teacher who has initiated a transfer request that has not been accommodated (in 4.16) will be given the opportunity to discuss the reasons for this with his/her Superintendent. The reasons will be given in writing where requested by the teacher.
- D) The Transfer Procedures will not be changed or modified for the duration of the Transfer process except by mutual agreement.
- E) The Human Resource Services Office, or designate, will notify in writing a teacher who will be transferred to a school in a different community within the system in the next school year as soon as the decision to transfer is made, but no later than the first posting in the Transfer process.
- F) The Board, operating within the provisions of the Education Act and Regulations, may administratively transfer or re-assign a teacher at any time for extenuating circumstances. Such transfers or re-assignments shall be communicated to the Unit President as soon as possible after the decision has been made.

#### **4.17 Posting**

- A) The present teaching staff shall be given prior consideration when the staffing for the opening of school in September takes place.
- B)
  1. The Board shall post new positions and positions of responsibility that are vacant. These postings shall occur prior to the first Monday of June, to take effect September 1<sup>st</sup> of the following school year. For the second semester of the current school year, the posting shall occur prior to the first Monday of December, to take effect on the first day of semester two. If a position becomes vacant outside of these timelines, the position may be filled in an acting capacity for up to a maximum of one (1) semester, after which time the position shall be posted.
  2. All postings will include the qualifications, as per the Education Act, necessary for the positions.
  3. Unsuccessful applicants may apply to the Human Resource Services Office, or appropriate Supervisory Officer, for an interview.
  4. The Board shall ensure that all postings are placed in schools prior to any public advertising. During the school vacation periods, postings will be displayed on Staff Net under Career Opportunities and copies of such postings will be sent to the OECTA Unit Office and emailed to all members of the Unit at the teacher assigned e-mail account.
  5. The postings incorporated in this Article are in addition to those postings covered in Article 4.16, Transfer.
- C) The Board will send notifications to all Principals for the purpose of informing them of the names of the part-time teachers who are seeking full-time positions.

1. The notification shall include:
  - a) The name of the teacher;
  - b) The qualifications of the teacher;
  - c) The area of interest;
  - d) Other relevant data.
  
2. The Board shall require interested teachers to apply in writing in September of each school year. The list of interested teachers will be forwarded to the Principals:
  - a. in August for the semester one hirings;
  - b. in November for the semester two hirings;
  - c. in May for the September hirings completed by June 30<sup>th</sup>.

#### **4.18 Instructional Teaching Schedule**

- A) The workload of a full-time secondary teacher shall be as set out below, and as defined in the *Education Act and Regulations* as may be amended from time to time.

This shall be comprised as follows:

- 1) Six (6) credit bearing and/or credit-equivalent courses, plus;
- 2) A maximum number of minutes of supervision/on-calls per school year, as follows:

Sept 1, 2008- 1400  
 Sept 1, 2009- 1340  
 Sept 1, 2010- 1280  
 Sept 1, 2011- 1220  
 August 31, 2012- 1190

A teacher may be assigned a maximum of two (2) half periods of supervision and two (2) on-calls per week. It is understood that a teacher shall not be assigned a supervision and on-call on the same day. Upon finalization of a teacher's timetable, a teacher may elect in writing to the Principal to perform full period on-calls. It is understood that the default for on-call coverage is half periods. On-call coverage shall be limited to the following:

- Educational and extra curricular excursions of a half day or less
- Emergency leaves

Teachers with a workload of less than full-time shall have supervision/on-calls prorated to that of a full-time teacher. Teachers shall be assigned a maximum of three (3) credit bearing and/or credit equivalent courses per semester.

- B) Supervision duties shall be assigned such that each teacher will have ½ of the assigned lunch period free of duties.
  
- C) Supervision/on-calls shall be distributed in a fair and equitable manner.
  
- D) All school based staff have a role to play in secondary school supervision which is essential in maintaining a safe school environment.

- E) Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instructional time.
- F) Any assigned secondary supervision duty during the times as outlined in E) above, such as but not limited to, bus duty, hall duty and/yard duty, shall constitute supervision/ on-call time.
- G) Notwithstanding E) above, it is agreed that teachers will be in their classroom or teaching area fifteen (15) minutes prior to the first scheduled class of the day, as per past practice.

#### **4.19 E-Credit Courses**

- A) An E-credit course is a secondary day school course that is delivered electronically during the instructional day and the school year.
- B) An E-credit course is one designed by the Ministry of Education or is one that is locally developed and has a Ministry of Education e-course code.
- C) Each E-course shall have the same workload value for teachers as other credit courses as set out in Article 4.18.
- D) Day school E-courses shall be scheduled during the instructional day and school year.
- E) The vehicle for the delivery of E-courses shall be the Waterloo Catholic District School Board computer hardware system.
- F) A teacher delivering an E-course shall do so at an assigned work location at the school to which the teacher is assigned.
- G) E-courses shall be subject to the class size provisions contained here in.
- H) Communication with students taking an E-course shall only be through the Waterloo Catholic District School Board server.
- I) By the end of September 30<sup>th</sup> and March 1<sup>st</sup> of each school year, the Board shall provide the Bargaining Unit information on: e-enrolment, staffing of E-courses, funding of E-courses, a listing of E-courses that are being delivered, the number of students of the Board taking E-courses through other school boards, and other such information as deemed appropriate by the parties.
- J) The Board shall provide to each teacher delivering an e-course, training as required and approved. Such training shall be embedded in the instructional day.

#### **4.20 Secondary Staffing for Credit/Credit Equivalent Program(s) for Expelled and Suspended Secondary Students**

The delivery of Credit/Credit Equivalent Program(s) for Expelled and Suspended Students is Bargaining Unit work and as such falls within the parameters of this Collective Agreement.



The teaching positions associated with the Credit/Credit Equivalent Program (s) for expelled and Suspended Students shall be posted as per Article 4.17.

The workload for teachers delivering the Credit/Credit Equivalent Program(s) for Expelled and Suspended Students shall be set out in Article 4.18 A.

Students who have been expelled shall receive from the teachers assigned to the position of Credit/Credit Equivalent Program for Expelled and Suspended Students, the academic program required under the Education Act, Regulations and applicable Ministry of Education Memorandum.

Each time a student is assigned to the Expulsion Program, the Board shall notify and discuss program supports needed, if any, with OECTA.

The teacher assigned to the position of Credit/Credit Equivalent Program(s) for Expelled and Suspended Student shall be outside or above the 22:1 average secondary class size provision as set out in the Education Act or the class size provisions contained herein.

#### **4.21 Programme Heads**

A) Secondary Schools will have twelve (12) positions of additional responsibility titled Programme Heads as follows:

1. Arts
2. Language and Communication
3. Student Services/Special Education
4. Student Services/Guidance
5. Religion and Family Life
6. Business and Co-op
7. Physical Education and Student Athletic Director
8. History and Geography
9. Science
10. Math
11. Technology
12. School Improvement Programs

B) In addition, Secondary Schools will have Assistant Programme Heads in programme areas as delineated in 4.21 A) with the equivalent of eighty (80) full credit sections or more.

Assignments will be determined on an annual basis according to the staffing allocations, approved by the Superintendent of Secondary Schools, on or before April 30<sup>th</sup> of each school year.

These assignments take effect September 1<sup>st</sup> of each school year. Assistant Programme Heads will be appointed, where applicable, from within the existing staff of each location.

An Assistant Programme Head shall assist the Program Head as assigned by the Principal.

- C) The Principal shall ensure that each teacher is responsible to at least one Programme Head.

#### 4.22 Restricted Procedures

- A) No teacher shall be required to carry out any of the following procedures:
- Lifting and positioning;
  - Assistance with mobility;
  - Feeding;
  - Toileting;
  - Injecting of any substance.

However, a teacher shall provide help and/or seek assistance for a student in an emergency.

- B) The Board shall, through existing or supplementary insurance coverage, insure teachers against claims arising from the administration of medication in emergency/non emergency situations.

#### 4.23 Assault

For a series of complex reasons, violence is being frequently resorted to in society. In the educational setting, teachers are sometimes the target of assault by students and others.

- A) The Board and the Secondary Teachers recognize that every teacher has the right to security of person in the workplace.
- B) Under the Criminal Code of Canada, an assault occurs not just when someone intentionally applies force to another person without that person's consent, but also when a person attempts or threatens to apply force.
- C) Where the teacher believes that an assault has taken place, the following actions shall be taken:
1. The assailant is to be removed from the presence of the teacher as soon as possible.
  2. The teacher is to receive immediate medical attention when warranted and medical verification of the injuries from a qualified medical practitioner (*Physician*).
  3. The teacher, or a colleague, informs the Principal, or designate who, in turn, informs the appropriate Supervisory Officer of the alleged assault, and requests that the Board's legal counsel be advised.
  4. The Principal, or designate, with the possible assistance of the police, immediately establishes the details of the alleged assault and identifies witnesses, if any.

5. Where the alleged assailant is a student in the school, the Principal immediately reassigns the student out of the class of the assaulted teacher and, where appropriate and possible, considers the permanency of the reassignment.

6. Where the investigation establishes that an assault has taken place and that the assailant is a student in the school, the Principal shall ascertain whether the student should be suspended or expelled pursuant to Sections 306 and 308 of the Education Act, as amended from time to time. Where appropriate and possible, the student will not be assigned to the assaulted teacher's class for the following semester.

7. Where an investigation establishes that the assailant is a person other than a student in the school, the Principal, or designate, calls the police to investigate.

8. The Principal, or designate, makes a written account of the events, times and witnesses and furnishes the teacher with a copy of this account and any other reports pertaining to the assault.

9. The teacher, or if necessary, a colleague or the Principal, informs the Secondary Teachers staff representative and the Unit President of the assault.

10. Where necessary, the teacher receives time off from all duties to a maximum of sixty (60) calendar days, without loss of pay, service credits, or sick leave credits. Where time off beyond sixty (60) calendar days is required, the teacher's accumulated sick leave credit will be used.

- D) The Teachers and the Board agree that a safe and secure educational environment is a shared responsibility, requiring mutual understanding and cooperation. Therefore, both parties agree that personal security of staff must be recognized in determining appropriate supervisory responsibilities.

#### **4.24 Teacher Absence**

In the event of the absence of a teacher for two or more instructional periods in a day, upon availability, an occasional teacher shall be utilized when necessary in order to assume all regular responsibilities and assignments.

#### **4.25 Acting Vice Principal**

- A) After consultation with the Bargaining Unit, the Board may assign to a Teacher the duties of acting Vice Principal for a temporary period of time, as a last resort, not to exceed the equivalent of one semester.
- B) Any extension of this period shall only be with the mutual agreement of the Board and the Secondary Bargaining Unit.
- C) Acceptance by the teacher of such temporary assignment shall not interrupt the accumulation of seniority rights under the provisions of this Collective Agreement.
- D) All other provisions of this Agreement shall apply to the teacher during such a period of temporary assignment.

- E) An Acting Vice Principal shall not participate in the PAET of another member of the Secondary Bargaining Unit.
- F) The Board agrees to replace any teacher who accepts an Acting Vice Principal position for a temporary period as described in Article 4.25 A) and 4.25 B) above with an occasional teacher.
- G) An Acting Vice Principal shall be compensated at the per diem rate for such a position.

#### **4.26 Part-Time Teachers**

Unless agreed to by the Board, OECTA and the Teacher, no schedule for a part-time teacher will include a break of more than 1 period.

#### **4.27 Joint Professional Development Committee**

The parties agree that Professional Development needs to be addressed at the system level through the establishment of a Joint committee.

- A) The Joint Professional Development Committee will be composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Waterloo Secondary OECTA Bargaining Unit and mutually agreed appropriate resource staff. Each party may bring additional resource personnel as required.
- B) The Committee shall work by consensus.
- C) The Terms of reference of the Joint Professional Development Committee are to:
  1. Ensure that the content of Professional Activity days is consistent with the learning goals identified in the teachers' Annual Learning Plan.
  2. Ensure and promote best practices in the implementation of professional learning embedded in the instructional day.
  3. Advise on the allocation and dissemination of the funding generated in the Pupil Foundation Grants for the purposes of enhancing professional development opportunities for teachers.
  4. Promote and advise on best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation in Secondary Schools, embedded in the instructional day.
  5. Advise and assist Board staff who are assigned the responsibility of providing and planning professional development experiences and activities for Secondary Teachers.
  6. Notwithstanding B) above, in the event that the Committee is unable to reach consensus on a matter within its mandate the issue will be forwarded to the Secondary Labour-Management Joint Committee to be dealt with forthwith.

## **ARTICLE 5 - LEAVES OF ABSENCE**

### **5.01 Long Term Leave**

Leaves without pay may be granted at the discretion of the Board to a maximum of one (1) year at a time without loss of previous service credit.

a) Except for statutory leaves, a teacher must have completed two (2) years of employment with the Board at the time of the request. Such application shall be made prior to March 31 of the previous year.

b) A teacher, while on such leave, who wishes to request an extension of said leave, must make such application in writing on or before February 15<sup>th</sup>, of the school year in which the leave is taken. Should no request for extension be made to the Superintendent of Human Resource Services in writing on or before February 15<sup>th</sup>, it is understood and expected that the teacher shall return to an assigned position on the first working day following the leave period.

### **5.02 Short Term Compassionate Leave**

Short-term Compassionate Leave of up to three (3) days per school year, for very good reason, may be granted at the discretion of the Human Resource Services Office with or without loss of pay, service credit and/or sick leave credits.

### **5.03 Bereavement Leave**

Bereavement Leave shall be granted under the following terms and conditions:

- A) In the event of the death of an employee's spouse, child, step-child, ward, brother, sister, parent or step-parent, leave will be granted without loss of pay or service credit for up to five (5) working days within an eight (8) consecutive calendar day period beginning with the date of death. One (1) of the five (5) days may be used after the eight (8) consecutive calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.
- B) In the event of death of an employee's mother-in-law, father-in-law, fiancé/fiancée, grandchildren, or grandparents, leave will be granted without loss of pay or service credit for three (3) working days within an eight (8) consecutive calendar day period beginning with the date of death. One (1) of the three (3) days may be used after the eight (8) consecutive calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.

### **5.04 Bereavement Leave- Other**

At the discretion of Human Resource Services Office, one (1) day will be granted for the purpose of attending a funeral.

### **5.05 Emergency Leave**

Emergency leave of up to one-half (1/2) day requires the approval of the Principal or designate.

### **5.06 Pregnancy/Parental Leave**

- A) Pregnancy/Parental Leave shall be granted in accordance with the current Employment Standards Act, R.S.O. 1980, Chapter 137, as amended.
- B) The Board shall allow a teacher on Pregnancy or Parental Leave to continue to participate in all benefit plans provided that the teacher pays the employee's contributions to the Plans for the period of the leave. If the teacher does not do so, he/she must provide the Board with a written notice that she/he elects not to participate in the benefit plans. The onus is on the teacher to ensure continued participation in the benefit plans as set out above.  
If a request for an extension of the leave is granted, the teacher assumes full responsibility for the cost of such benefits for the extended period of time. The onus is on the teacher to request, in writing, the benefits to continue for the period of the approved extension of the leave.
- C) A teacher returning from a pregnancy leave or parental leave shall have the right to be assigned to the same position held prior to going on leave, subject to procedures in the Redundancy Article 4.11. For the purposes of clarity, the term '*position*' means the same school and in the subject area(s) for which the teacher holds qualifications.

### **5.07 Adoption Leave**

Effective September 1, 2008, for Adoption Leave the employee shall have the option of Plan A or Plan B.

- A) Plan A – A teacher shall be granted special leave without loss of pay or service credit up to a maximum of four (4) days for needs directly related to the legal adoption of a child.
- B) Plan B - Where a teacher officially adopts a child, leave of absence may be granted under the same terms and conditions as outlined for Pregnancy/ Parental Leave except for proof of pregnancy. The teacher shall notify the Board when initial approval of the adoption application is received from the adoption agency.
- C) A teacher returning from an adoption leave shall have the right to be assigned to the same position held prior to going on leave, subject to procedures in the Redundancy Article 4.11. For the purposes of clarity, the term '*position*' means the same school and in the subject area(s) for which the teacher holds qualifications.

### **5.08 Paternity Leave**

Effective September 1, 2008, a male teacher shall be granted up to a maximum of four (4) days for needs directly related to the birth of his child without loss of pay or service credit.

### **5.09 Educational Leave - Conferences**

Educational Leave may be granted without loss of pay or service credits for attendance at approved professional conferences and seminars at the discretion of the Human Resource Services Office.

### **5.10 Education Leave - Board Initiated**

Where the Board initiates the request for Educational Leave, the Board shall pay one hundred percent (100%) of approved costs.

### **5.11 Long Term Educational Leave**

Long-Term Educational Leave may be granted at the discretion of the Board, upon request by a teacher not on probation, provided that said leave commences on the first day of a new school term, normally September 1st, without loss of previous service credit.

### **5.12 University/College Graduation Leave**

One (1) day without loss of pay or service credit will be granted for the purpose of attending a university/college graduation for self, spouse or child.

### **5.13 University/College Examination Leave**

- A) One (1) day without loss of pay or service credit will be granted for the purpose of taking a final university/college exam during the regular teaching day.
- B) One half (1/2) day will be granted if the examination is written on a school day but outside the regular teaching hours.
- C) The onus is on the teacher to submit proof, satisfactory to the Board, that the university/college exam is a final one and the time at which it is written.

### **5.14 Jury Duty/Court Appearance**

- A) Time will be allowed for Jury Duty or Subpoenaed Witness Service without loss of pay or service credit. As full pay will be issued by the Board, any remuneration received for Jury or Witness Service will be turned over to the Board minus the value, supported by receipts, of any extra expenses caused by such service.
- B) A teacher facing court appearances will be given the time to plead the case with no loss of service credit. At the discretion of the Director or designate, the teacher may be required to reimburse the Board for the cost of a replacement teacher.

### **5.15 Sick Leave**

- A) Sick Leave with full pay will be granted to a maximum of twenty (20) days for the current school year plus any unused accumulated Sick Leave.
- B) One hundred percent of unused Sick Leave per year shall be carried forward and accumulated up to a maximum of 240 sick days.
- C) The Board has the right to request certification of illness by a Physician.
- D) Unused Sick Leave credits with this Board are cancelled on termination of employment except as outlined in this Agreement.

- E) Effective September 1, 1991, when a teacher becomes an employee of this Board, the Board shall then recognize one hundred percent (100%) of the accumulated sick leave credit recognized by the teacher's previous Board to a total of two hundred and twenty (220) days. This clause is not retroactive.
- F) After the statutory Sick Leave of twenty (20) days has been used in any school year, each eligible employee shall receive pay under this plan for absence caused by sickness, quarantine, physical and/or mental disability up to the amount of his or her accumulated sick leave.
- G) Annual salary information, years of recognized teaching experience, responsibility allowance (if any), and sick leave credit will be available to each teacher electronically.

### **5.16 Sabbatical Leave**

The Board agrees to provide its teaching staff with the opportunity to improve its competency in areas deemed to be needs of the School System through an approved Sabbatical Leave Plan as outlined in Appendix 'B'.

### **5.17 Appointed or Elected Position Leave**

Where a teacher is an Appointed or Elected Member of a Standing Committee or Commission of a Municipal Council or a Library Board, or Conservation Authority of the Region of Waterloo, he/she may be granted, at the discretion of the Director of Education, with or without loss of pay or service credits, leave for the purpose of attending meetings or conferences directly related to her/his election/appointment when she/he has been duly authorized by the governing body as an Official Representative. The leave so granted shall not exceed three (3) days in a school year.

### **5.18 OECTA Release Time**

- A) The President of the OECTA - Waterloo Unit shall be released up to full-time from assigned duties in order to perform the functions of the position of President.
- B) The Vice-President of the Bargaining Unit shall be released up to one full time equivalent from assigned duties in order to perform the functions of the elected office.
- C) Upon request of the Waterloo Unit to the Director of Education, or designate, a teacher shall be released from his/her duties to perform official Association/Federation business.
- D)
  1. The request for regular release time for the President of OECTA - Waterloo Unit must be submitted to the Board for approval by June 15<sup>th</sup> of each school year.
  2. It is understood by all parties that where release time is less than full-time, consultation between the teacher and the immediate Supervisor will establish a satisfactory procedure for actual release time.
- E) Those teachers released per A) to D) above will be paid a regular salary without loss of service credit, according to the Agreement in effect between the Board and Secondary Teachers.



- F) The Board will be reimbursed by the Association for salary and responsibility allowance and benefit costs (if any) paid to or on behalf of the President.
- G) The Board will be reimbursed by the Secondary Teachers for the cost of daily occasional teachers required to provide for release time for members fulfilling Association duties and responsibilities.
- H) Association Representatives:
  1. The Board recognizes the appointment or election by the Teachers of one or more Association representative(s) at each school or worksite.
  2. The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other relevant information.
  3. The teachers at a school or worksite may request the use of a room to conduct Association business. This request must not interfere with the instructional program or community use and shall have the approval of the immediate supervisor.
  4. The Teachers shall have access to the use of the internal courier service and printing/copying of e-mail and faxes.
  5. If the immediate supervisor or Supervisory Officer requests a meeting with a teacher, the immediate supervisor or Supervisory Officer shall inform the teacher in advance, so that they may choose to have Association representation at that meeting.
  6. Such meeting(s) will be held at a time that is mutually convenient to the parties included in the meeting.
- I) In the event that the President is unable to perform his/her duties for a period of more than twenty (20) consecutive school days due to injury or illness, and makes application and qualifies for LTD benefits, the Unit may appoint another teacher as Interim President until the President is able to return to his/her duties as President.
- J) The Board shall grant a leave to the teacher named by the Association as Interim President during the period of the appointment noted above.

### **5.19 Deferred Salary Leave**

The Board will grant a leave of absence of one (1) year to teachers on the basis of spreading two (2) years salary over three (3) years; one (1) year to teachers on the basis of spreading three (3) years salary over four (4) years; one (1) year to teachers on the basis of spreading four (4) years salary over five (5) years; one (1) year to teachers on the basis of spreading five (5) years salary over six (6) years; or one-half (1/2) year to teachers on the basis of spreading 3.5 years salary over four (4) years as outlined in the Deferred Salary Leave Plan. Refer to Appendix "A".

### **5.20 Personal Obligation Days**

A teacher will have access to up to two (2) days per school year. These days will not be charged against sick leave. They are non-cumulative. These days will be granted through the

approval of the immediate supervisor. Part-time teachers will have access to a pro-rated amount of time.

These days cannot be scheduled on the school days before or after a break (*March, Christmas and summer*) or before or after a statutory holiday. Requests to be absent should not conflict with the week prior to secondary school exams, school wide evaluations, on Parent/Student/Teacher Interview dates, professional activity days or with the start-up/end of a semester.

Personal Obligation Days cannot be combined with a request for unpaid leave.

### **5.21 Quarantine**

A teacher shall be granted a leave of absence as a result of being quarantined by order of the Medical Officer of Health from attending upon his/her duties without loss of pay or sick leave credits, with the understanding the teacher is not currently on sick leave. The Board has the right to request appropriate documentation in such circumstances.

## **ARTICLE 6 - TEACHER BENEFITS**

### **6.01 Pension Benefits**

The Board shall allow a teacher on pension with the Ontario Teachers' Pension Plan, and/or spouse, and dependent children of a deceased teacher, to continue participation in all Board Benefit Plans as they existed October 1, 2004, with the exception of Orthodontics and Restorative, providing the teacher, spouse or dependent children pay(s) the full amount in a manner approved by the Human Resource Services Office. Participation is subject to the conditions of the Plans and the requirements of the carrier(s) at the effective date(s).

### **6.02 Extended Health Coverage**

The Board agrees to contribute 90 % towards the premium of the Extended Health Care Plan, for all eligible employees who request to participate in the Plan.

#### **A) Vision Care**

Effective October 1, 2005, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care: \$200.00 and the cost of eye examinations to a maximum of \$50.00 once every 24 months where not covered by OHIP.

Effective October 1, 2006, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care: \$200.00 and the cost of eye examinations to a maximum of \$65.00 once every 24 months where not covered by OHIP.

Effective October 1, 2007, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care: \$250.00 and the cost of eye examinations to a maximum of \$75.00 once every 24 months where not covered by OHIP.

Effective September 1, 2010, the Board agrees to contribute ninety (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care: \$325.00 and the cost of eye examinations to a maximum of \$75.00 once every 24 months.

Effective September 1, 2010, coverage of \$250.00 per lifetime for laser eye surgery.

**B) Chiropractic Care:**

Effective October 1, 2005, \$30.00 per visit per person to a maximum of \$500.00 per year.

Effective September 1, 2010, \$30.00 per visit per person to a maximum of \$600.00 per calendar year.

**B) Massage**

Effective September 1, 2010 coverage for services provided by a registered massage therapist is up to a maximum of \$600 per calendar year.

**D) Audio**

Effective September 1, 2010, reimbursement will be made for standard hearing aids, repairs or replacement parts up to a maximum of \$1000.00 every three (3) calendar years.

**E) Wigs**

Effective September 1, 2010, reimbursement will be made for wigs required due to loss of hair as a result of cancer treatment to a maximum of \$500 per lifetime.

**6.03 Life Insurance**

The Board agrees to pay one hundred percent (100%) of the premium to provide \$50,000 of Group Life Insurance coverage and a Dismemberment Insurance Plan, approved by the Board for each eligible teacher as a condition of employment.

Effective October 1, 2005, the Board agrees to pay one hundred percent (100%) of the premium to provide a \$50,000 or 1.25 times salary, whichever is greater, of Group Life Insurance coverage and a Dismemberment Insurance Plan, approved by the Board for each eligible teacher as a condition of employment.

**6.04 Dental Plan**

Effective September 1, 2010 the employee's deductible is \$0.00 for Single or \$0.00 for Family per calendar year.

- A) Effective October 1, 2008, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of October 1, 2007.

- B) Effective September 1, 2009, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of September 1, 2008.
- C) Effective September 1, 2010, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect in the current year.

**Orthodontic:**

- E) The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$500.00 for active employees, adults and children.
- F) Effective October 1, 2005, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$1500.00 for active employees, adults and children.
- G) Effective October 1, 2006, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$2000.00 for active employees, adults and children with a \$1000.00 per year maximum.
- H) Effective October 1, 2007, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$2500.00 for active employees, adults and children with a \$1000.00 per year maximum.
- I) Effective September 1, 2010, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$2500.00 for active employees, adults and children.

**Major Restorative:**

- J) The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$500.00 for active employees, adults and children.
- K) Effective October 1, 2005, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$1000.00 for active employees, adults and children.
- L) Effective October 1, 2007, the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$1500.00 for active employees, adults and children.
- M) Effective September 1, 2010 the Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$2000 for active employees, adults and children.

### **6.05 Mandatory Participation**

- A) Effective September 1, 1981, every eligible new teacher must participate, as a condition of employment, in the Extended Health and Dental Plans as outlined in Article 6.
- B) Effective September 1, 1991, every new teacher who is a member of the Secondary Teachers must participate in the Long-Term Disability Insurance Plan approved by the OECTA - Waterloo Unit in consultation with the Board. For teachers covered under Article 8, participation is optional.

### **6.06 E.I. Discount Return**

Part or all of the increased contributions towards the above Employer Health Tax, Extended Health, Dental Benefits, and Life Insurance Benefits will be covered by the E.I. discount return.

### **6.07 Canada Savings Bonds Payroll Savings Program**

The Board shall make the Canada Savings Bonds Payroll Savings Program available for purchase through the Board approved payroll deduction plan.

### **6.08 Teacher Pension Contributions**

The Board administers the collection of the teacher's share of the premiums as required by the Government sponsored Ontario Teachers' Pension Act (1989) as amended.

### **6.09 Part-Time Teacher Benefits**

Teachers under formal contract to this Board shall be eligible to participate in Board Benefit Plans. Where there is a cost involved, the Board shall contribute an amount towards benefits calculated by multiplying the percentage of time worked by the amount of Board participation for full-time teachers.

### **6.10 Extended Participation in Plan(s)**

- A) Dental, Life and Extended Health Care Insurance coverage will be continued until the end of the month that a teacher ceases employment with the Board.
- B) The Board shall continue to pay its share of the premiums for Dental, Life and Extended Health Care Insurance as identified in Articles 6.02 -6.04 for a period of two (2) years on behalf of a teacher on Long Term Disability.
- C) The Board shall allow a teacher on Long Term Disability to continue participation in all benefit plans. The teacher must assume full responsibility for the cost of such benefits while on Long Term Disability. The onus is on the teacher to request the benefits to continue for this period of time.

### **6.11 Redundant Teacher Participation**

For those teachers declared redundant, benefit coverage referred to in Article 6.10, may be continued by the teacher beyond the end of the month employed, up to a maximum of twenty-four (24) months or the date of resignation, whichever comes first, by paying in advance the full premium cost for the coverage. These payments may be made in quarterly installments with eight (8) postdated cheques. Otherwise these payments can be paid in full in advance for the twenty-four (24) months.

### **6.12 Employer Health Tax**

The Board will pay the premium for Health coverage as required under the requirements of the Employer Health Tax Act, S.O. 1989, Chapter 76.

### **6.13 Benefits Review**

- A) The Board reserves the right to tender employee benefits at any time providing the level of benefits are not decreased.
- B) There shall be a joint committee established to review all benefit plans and make recommendations for improvements. Such recommendations will be approved by both parties.

### **6.14 Payroll Deductions**

- A) It is understood that the Board will make available, for the life of the contract, payroll deductions for one hundred percent (100%) employee paid deductions for the following areas (*when feasible by the carrier*):

- 1. Teacher Optional Life Insurance;
- 2. Teacher Dependent Life Insurance;
- 3. Long Term Disability Insurance;
- 4. United Way;

subject to the conditions as listed in Board Minutes of October 27, 1980. The monies so deducted will be remitted by the Board to Ontario Teachers Insurance Plan (OTIP) as per the January 1981 Agreement between the Board and OTIP or to such other carrier as may lawfully be authorized by the Secondary Teachers.

- B) It is understood that the Board will make available, for the life of the contract, payroll deductions for one hundred percent (100%) employee paid deduction for Group Registered Retirement Savings Plan contributions subject to the conditions as listed in Board minutes of May 23, 1992. The monies so deducted will be remitted by the Board to the approved carrier as per the March 1992 Agreement between the Board and the approved carrier or to such other carrier as may lawfully be authorized to do so upon consultation with the Secondary Teachers.

### **6.15 College of Teachers Dues**

College of Teacher dues will be deducted over three (3) pay periods in November and December.

## **6.16 OECTA/OCSTA Religion Course**

Effective September 1, 2005, the Board shall, upon successful completion, reimburse a teacher, the cost of tuition for Religion Part 1, offered by OECTA/OCSTA, for those teachers newly hired by the Board on or after September 1, 2005.

## **ARTICLE 7 - REMUNERATION**

### **7.01 Salary Schedule**

Payment shall be calculated and paid in twenty-six (26) bi-weekly installments beginning no later than the second Thursday of September.

### **7.02 Association Dues/Levy**

- A) The Board shall deduct from the pay of each teacher who is within the scope of this Agreement, equal installments for the fees established by the Association. The Association shall advise the Board, in writing, of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall remit the total amounts so deducted to the Ontario English Catholic Teachers Association by the fifteenth (15<sup>th</sup>) of the month following the deduction and thereafter monthly.
- B) Upon request from OECTA - Waterloo Unit the Board will deduct a levy from those teachers paying Association Dues referred to in 7.02(A). The monies will be remitted to the OECTA - Waterloo Unit as in 7.02(A).

### **7.03 Beginning of Year For Salary Purposes**

For the purpose of determining and calculating experience, increments and qualifications, September 1st will be recognized as the beginning of the teaching year.

### **7.04 QECO Programme**

A teacher's placement on the salary grid will be determined through usage of the Qualifications Evaluation Council of Ontario Programme Five (5).

### **7.05 Proof of Qualifications**

Onus of proof of a teacher's placement on the schedule rests with the teacher. Such proof must be documented.

- A) To qualify for a September 1<sup>st</sup> pay adjustment, a teacher must have completed course requirements prior to September 1<sup>st</sup> and must submit to Human Resource Services, by January 15<sup>th</sup> of that school year, a revised QECO evaluation or QECO acknowledgement card. Teachers who provide the required documentation by January 15<sup>th</sup> and are eligible for a pay adjustment will receive the adjustment retroactive to September 1<sup>st</sup>.

- B) To qualify for a January 1<sup>st</sup> pay adjustment, a teacher must have completed course requirements prior to January 1<sup>st</sup> of the same school year and must submit to Human Resource Services, by April 30<sup>th</sup> of that school year, a revised QECO evaluation or QECO acknowledgement card. Teachers who provide the required documentation by April 30<sup>th</sup> and are eligible for a pay adjustment will receive the adjustment retroactive to January 1<sup>st</sup>.
- C) No adjustment will be made until the teacher has submitted proof of completion date of the final course taken.
- D) No salary adjustments relative to QECO placement will be considered after April 30<sup>th</sup> for that school year during the term of this Agreement.
- E) All submissions/correspondence in regards to this clause will be through the Human Resource Services Office.

### **7.06 Submission of Qualifications Documents**

The Secondary Teachers recognize the right of the Board to require the submission of all documents by the teacher, which form the basis upon which the Qualifications Evaluation Council of Ontario granted the QECO Statement of Evaluation. In such cases where the basis is not clear, it's the Board's prerogative to place a teacher on the salary grid according to the Director of Education, or designates, interpretation of QECO Programme 5. If said teacher disagrees with such placement, it is then his/her right to pursue a resolution of this difference of interpretation through the regular Grievance Procedure.

### **7.07 Recognition of Previous Teaching Experience**

Effective September 1, 1977, all previous teaching experience will be recognized for teachers up to a category maximum in Levels A0, A1, A2, A3 and A4. However, only that experience earned while holding an Ontario Teaching Certificate (*or foreign equivalent*) will be recognized. This clause is not retroactive.

Effective September 1, 2000, continuing education teaching experience involving the delivery of secondary credits will be recognized for placement on the salary grid. No more than 1 year of experience will be granted in a year.

### **7.08 Part Year Experience**

- A) Part year experience earned up to June 1973, will be recognized with a fifty percent (50%) increment, provided the teacher has taught five (5) or more months in a school year.
- B) Part year experience earned during the 1973-74 school year and subsequent years will be recognized with a ten percent (10%) increment for each complete calendar month of service effective the following September.
- C) Part year experience earned during the 1985-86 school year and subsequent years will be recognized with a ten percent (10%) increment for each nineteen (19) teaching days of service effective the following September.



## 7.09 Allowances

Position	Allowance
<b>Program Heads</b>	6,373
<b>Assistant Program Heads – 50%</b>	3,186
<b>Resource Teachers</b>	6,373
<b>Consultants</b>	
Step 1	6,167
Step 2	6,603
Step 3	7,041
Step 4	7,478
<b>System Coordinator</b>	
<b>Program Services</b>	
<b>Student Services</b>	
Step 1	8,378
Step 2	9,913
Step 3	11,329
Step 4	12,746

## 7.10 Allowance Entitlement

Only one (1) allowance (*covered under 7.09*) will be added to the basic salary scale for the category in which the teacher is qualified. The allowance paid shall be the greater of which the teacher is entitled.

## 7.11 Recognition of Related Experience

Note: Related experience shall not entitle a teacher to pierce the maximum of any salary category.

1. A) Teachers shall be paid an allowance for experience in trade settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the salary grid on the basis of one year of teaching experience for each year of related and approved experience.
- B) Teachers hired on or after September 1, 2008, shall be paid an allowance for experience in trade settings acceptable to the Superintendent of Human Resource Services or designate. These teachers shall be credited for placement on the salary grid on the basis of one (1) year of teaching experience for each year of related and approved experience, to a maximum of eight (8) years on the salary grid.
2. A) Teachers hired on or after September 1, 2004, shall be paid an allowance for experience in professional settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the salary grid on the basis of one (1) year of teaching experience for each year of related and approved experience, to a maximum of six (6) years.
- B) Teachers hired on or after September 1, 2008, shall be paid an allowance for experience

in professional settings, acceptable to the Superintendent of Human Resource Services, or designate. These teachers shall be credited for placement on the salary grid on the basis of:

- a) one (1) year of teaching experience for each year of related and approved experience, to a maximum of eight (8) years on the salary grid; and
- b) the recognition of related professional experience for calculation purposes means years beyond the attainment of post-secondary certification.
- c) related experience will only be applied within three (3) years of hire where the experience is directly related to the course taught.
- d) the onus shall be on the teacher to provide verification of the type and length of related professional experience.

### 7.12 Home Instruction

Home Instruction Teachers shall receive a per hour of instruction rate of \$37.52.

#### A) Definition

*“Home Instruction Teacher”* means a teacher employed to teach an individual student, who because of circumstances, is unable to attend his/her scheduled classes during the regular school day. Such employment shall take place outside of the teacher’s instructional day.

#### B) The Assignment of Home Instruction

Upon notification of a need for Home Instruction, the order of offer of the assignment shall be:

- 1. The teacher(s) currently assigned to the student’s timetable.
- 2. Other qualified teachers within the school.
- 3. Other qualified teachers within the Bargaining Unit.
- 4. Other certified teachers within the Bargaining Unit.

### 7.13 Salary Schedule

September 1, 2012 - Aug 31, 2014

STEP	A0	A1	A2	A3	A4
0	40,902	43,038	45,634	49,551	52,595
1	43,917	46,216	49,038	53,386	56,799
2	46,933	49,390	52,443	57,222	61,004
3	49,949	52,567	55,845	61,057	65,207
4	52,963	55,742	59,250	64,892	69,411
5	55,979	58,918	62,655	68,728	73,615
6	58,995	62,093	66,059	72,564	77,820
7	62,010	65,269	69,464	76,400	82,025
8	65,026	68,444	72,868	80,234	86,229
9	68,040	71,621	76,272	84,070	90,432
10	71,057	74,796	79,677	87,906	94,636

## ARTICLE 8 - CONTINUING EDUCATION

### 8.01 Definition

- A) "*Continuing Education Teacher*" means a teacher employed to teach a continuing education course or class in which a pupil may earn a credit or participate in a non-credit summer school course in accordance with Regulation 285.
- B) "*Continuing Education course or class*" shall mean a course or class as described in Section 1 and 2 of Ontario Regulation 285.

### 8.02 Applicability

The provisions set out in Articles 1, 2, 3.01, 3.05, 4.01 to 4.03, 4.06, 4.07, 4.08 and 4.09 A) and C), 4.15, 4.19 A), 4.19 B), 4.19 D), 4.19 E), 4.19 F), 4.19 G), 4.19 H), 4.19 I), 4.19 J), 4.22, Article 8, and Letters contained herein, shall constitute the entire Agreement of the parties on the terms and conditions of employment for Continuing Education Teachers as defined in Clause 8.01. Benefits are subject to eligibility requirements of the Board's insurance carriers.

### 8.03 Recognition

- A) A Continuing Education Teacher shall be employed on a letter of employment, in writing, in the form of the Continuing Education Teacher's contract prescribed by the regulations.
- B) A Continuing Education Teacher's contract shall be signed by the parties within ten (10) days of the first day for which a Continuing Education Teacher is eligible to receive remuneration.
- C) Qualified members of this Bargaining Unit who have expressed an interest in teaching a Continuing Education course shall be given due consideration.
- D) A Teacher, who is employed by the Board as a Continuing Education Teacher, may be employed by another Board as a full-time or part-time teacher.
- E) The Board may assign a teacher employed on a permanent or probationary contract to duties within Continuing Education. The Board and the teacher must mutually consent to such placement. Notwithstanding Article 8, such teacher may be employed under the teacher's contract as a probationary or permanent teacher, as the case requires.

### 8.04 Seniority as a Continuing Education Teacher

- A) Accumulation of seniority shall begin after a teacher completes two consecutive terms. Calculations shall occur at the end of the fifteenth (15<sup>th</sup>) day of each school term and once each year on June 1<sup>st</sup> for night school terms. Two consecutive terms of voluntary interruption will negate accumulated seniority, except in the case of statutory leaves.
- B) Seniority shall be calculated on a per credit basis. A Continuing Education Teacher assigned to non-teaching duties will accumulate two credits for positions with thirty (30) hours or more per week and one (1) credit for positions less than 30 hours per week.

Notwithstanding the foregoing, teachers assigned as Curriculum Leaders will accumulate seniority for such duties to be calculated annually at the start of Term 5.

- C) The Board shall establish a seniority list for Continuing Education Teachers showing each member's name and accumulated credits from the most senior to least senior.
- D) Upon request, the seniority list shall be sent to the President of the Unit, by the fifteenth (15<sup>th</sup>) day of each day school term.
- E) Continuing Education Teachers have fifteen (15) days after the posting of the seniority list to notify Human Resource Services of any discrepancies in the list.

### **8.05 Redundancy and Recall**

- A) A teacher who is assigned 100% or less and whose workload is reduced by one or two courses shall be recalled in reverse order, providing the teacher meets the qualifications, as per the Education Act and Regulations, and experience required for the position(s) available.
- B) A member's workload may exceed 100% if another full-time or part-time teacher's workload is reduced only if the teacher impacted by the reduction does not meet the qualifications, as per the Education Act and Regulations, and experience required for the position(s).
- C) The right to recall shall end after six (6) consecutive terms from the date the teacher is declared redundant.
- D) A teacher loses recall rights if he/she refuses an assignment for which he/she is qualified as per the Education Act and Regulations.

### **8.06 Assault**

For a series of complex reasons, violence is being frequently resorted to in society. In the educational setting, teachers are sometimes the target of assault by students and others.

- A) The Board and the Secondary Teachers recognize that every teacher has the right to security of person in the workplace.
- B) Under the Criminal Code of Canada, an assault occurs not just when someone intentionally applies force to another person without that person's consent, but also when a person attempts or threatens to apply force.
- C) Where the teacher believes that an assault has taken place the following actions shall be taken:
  1. The assailant is to be removed from the presence of the teacher as soon as possible.
  2. The teacher is to receive immediate medical attention when warranted and medical verification of the injuries from a qualified medical practitioner (Physician).

3. The teacher or colleague informs the Principal, or designate, who in turn informs the appropriate Supervisory Officer of the alleged assault, and requests that the Board's legal counsel be advised.
4. The Principal, or designate, with the possible assistance of the police, immediately establishes the details of the alleged assault and identifies witnesses, if any.
5. Where the alleged assailant is a student in the school, the Principal immediately reassigns the student out of the class of the assaulted teacher and, where appropriate and possible, considers the permanency of the reassignment.
6. Where the investigation establishes that an assault has taken place and that the assailant is a student in the school, the Principal shall ascertain whether the student should be suspended or expelled pursuant to Sections 306 and 308 of the Education Act, as amended from time to time. Where appropriate and possible, the student will not be assigned to the assaulted teacher's class for the following semester.
7. Where an investigation establishes that the assailant is a person other than a student in the school, the Principal, or designate, calls the police to investigate.
8. The Principal, or designate, makes a written account of the events, times, and witnesses and furnishes the teacher with a copy of this account and any other reports pertaining to the assault.
9. The teacher, or if necessary, a colleague or the Principal, informs the Secondary Teachers staff representative and the Unit President of the assault.
10. Where necessary, the teacher receives time off from all duties to a maximum of twelve (12) working days, without loss of pay, service credits, or sick leave credits. Where time off beyond twelve (12) working days is required, the teacher's accumulated sick leave credit will be used.

### **8.07 Leaves of Absence**

After an employment period of two (2) consecutive terms within an academic school year, the Continuing Education Teacher is entitled to:

- A) Sick leave of three (3) days per term to a maximum of twelve (12) days.
- B) Unused sick leave may be accumulated to a maximum of six (6) days per academic year, unless interrupted by a break of three (3) consecutive terms.
- C) The Board has the right to request certification of illness by a Physician.
- D) A Continuing Education Teacher shall be responsible for planning the first day of absence.

#### **E) Long Term Leaves**

Leaves without pay, may be granted at the sole discretion of the Human Resource Services Officer, or designate, to a maximum of one (1) term without loss of previous service credit.

i) Except for statutory leaves, a teacher must have completed two (2) consecutive terms of employment with the Board at the time of the request. Such application shall be made four (4) weeks prior to the beginning of the leave.

ii) A teacher, while on such leave, who wishes to request an extension of said leave, must make such application in writing three (3) weeks prior to the end of the leave. Should no request for extension be made to the Superintendent of Human Resource Services in writing, it is understood and expected that the teacher shall return to an assigned position on the first working day following the leave.

**F) Compassionate Leave**

For a Continuing Education Teacher with a contract period that exceeds two (2) consecutive terms, short-term Compassionate Leave may be granted at the discretion of the Human Resource Services Officer.

**G) Bereavement Leave**

After an employment of two (2) consecutive terms, the Continuing Education Teacher shall:

1. In the event of the death of an employee's spouse, child, step-child, parent, step-parent, brother, sister or ward, leave will be granted without loss of pay or service credit for up to five (5) working days within an eight (8) consecutive calendar day period beginning with the date of death. One (1) of the five (5) days may be used after the eight (8) consecutive calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.

2. In the event of the death of an employee's mother-in-law, father-in-law, grandchild, grandparent or fiancé (e), leave will be granted without loss of pay or service credit for up to three (3) working days within an eight (8) consecutive calendar day period beginning with the date of death. One (1) of the three (3) days may be used after the eight (8) consecutive calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.

**H) Bereavement Leave – Other**

At the sole discretion of the Human Resource Services Officer, or designate, one (1) day may be granted with or without pay for the purpose of attending a funeral.

**I) Emergency Leave**

Emergency leave of up to one (1) class requires the approval of the Principal or designate.

J) Pregnancy/Parental Leave i) Pregnancy/Parental Leave shall be granted in accordance with the current Employment Standards Act, R.S.O. 1980, Chapter 137, as amended.

ii) A male teacher shall be granted four (4) days for needs directly related to the birth of his child without loss of pay or service credit. Additional time, if required, may be requested as per F).

**K) Adoption Leave**

A teacher shall be granted, special leave without loss of pay or service credit, of up to four (4) days for needs directly related to the legal adoption of a child.

**L) Education Leave**

An education leave may be granted, without loss of pay or service credit, for attendance at approved professional conferences and seminars, at the discretion of the Principal.

**M) University/College Graduation Leave**

One (1) day, without loss of pay or service credit, will be granted for the purpose of attending a university/college graduation for self, spouse or child.

**N) University/College Examination Leave**

- i) One (1) day, without loss of pay or service credit, will be granted for the purpose of taking a final university/college exam during the regular teaching day.
- ii) One class will be granted if the examination is written on a school day but outside the regular teaching hours.
- iii) The onus is on the teacher to submit proof, satisfactory to the Board, that the university/college exam is a final one and the time at which it is written.

**O) Jury Duty/Court Appearance**

Time will be allowed for Jury Duty or Subpoenaed Witness Service without loss of pay or service credit. As full pay will be issued by the Board, any remuneration received for Jury or Witness Service will be turned over to the Board minus the amount, supported by receipts, of any extra expenses caused by such service.

**8.08 Benefits**

After an employment period of two (2) consecutive terms within an academic year, the Continuing Education teacher is entitled to the following:

**A) Extended Health Care Plan**

- i) The Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care plan for all teachers who deliver a minimum of thirty (30) hours per week of instruction or equivalent.
- ii) The Board agrees to contribute fifty percent (50%) towards the premium of the Extended Health Care plan for all teachers who deliver a minimum of fifteen (15) hours per week and less than thirty (30) hours per week of instruction or equivalent.

**B) Dental Plan**

- i) The Board agrees to contribute ninety percent (90%) towards the premium of the Dental plan for all teachers who deliver a minimum of thirty (30) hours per week of instruction or equivalent.
- ii) The Board agrees to contribute fifty percent (50%) towards the premium of the Dental plan for all teachers who deliver a minimum of fifteen (15) hours per week and less than thirty (30) hours per week of instruction or equivalent.

**C) Mandatory Participation**

Effective September 1, 1981, every eligible new teacher must participate, as a condition of employment, in the Extended Health and Dental Plans as outlined in Article 6.

**D) Canada Savings Bonds Payroll Savings Program**

The Board shall make Canada Savings Bond Payroll Savings Program available for purchase through the Board approved payroll deduction plan.

**E) Ontario Teacher’s Pension Act**

The Board administers the collection of the teacher’s share of the premiums as required by the Government sponsored Ontario Teachers’ Pension Act (1989), as amended.

**F) Extended Participation in Plan(s)**

Dental, Life and Extended Health care insurance coverage will be continued until the end of the month that a Teacher ceases employment with the Board.

**G) Pension Benefits**

The Board shall allow a teacher on pension with the Ontario Teachers’ Pension Plan, and/or spouse, and dependent children of a deceased teacher, to continue participation in all Board Benefit Plans as they existed October 2004, with the exception of Orthodontics and Restorative, providing the teacher, spouse of dependent children pay(s) the full amount in a manner approved by Human Resource Services. Participation is subject to the conditions of the Plans and the requirements of the carrier(s) at the effective date(s).

**8.09 Remuneration**

A) The following payment structure will apply effective September 1, 2012:

<b>Position</b>	<b>Basic Rate</b>	<b>Holiday Pay</b>	<b>Vacation</b>	<b>Total</b>
Secondary Credit	41.67	1.35	1.79	44.81
Secondary School Marker/Lesson Rate				
Grade 9/10	9.15	0.29	0.40	9.84
Grade 11/12	9.96	0.32	0.43	10.71
SSC PLAR MARKER	18.29	0.59	0.79	19.67
SSC TD Tutor	24.73	0.80	1.06	26.59
SSC International Languages	32.05	1.04	1.38	34.47
Summer School Instructors per hour				41.60

B) Vacation pay will be paid on a bi-weekly basis.

**8.10 Posting Procedures**

All Continuing Education Guidance, non-credit assignments and Department Heads shall first be posted for Continuing Education Teachers prior to being advertised to other members of the Bargaining Unit. A copy of each posting will be sent to the President of the Bargaining Unit.



## 8.11 Benefits During July and August

Effective July 1, 2009, eligible teachers who have maintained benefit coverage over the period of a minimum of the last three (3) terms of the academic year, will be offered benefit continuation over the summer break (months of July and August) on the following basis:

- i. A teacher who has taught nine (9) or more courses by June 30<sup>th</sup>, over the academic year, will be offered continuation of benefits for July and August. The Board will pay ninety percent (90%) of the premium and the teacher will be responsible for the remaining ten percent (10%) of the premium cost.
- ii. A teacher who has taught a minimum of seven (7) but less than nine (9) courses by June 30<sup>th</sup>, over the academic year, will be offered continuation of benefits for July and August. The Board will pay seventy percent (70%) of the premium and the teacher will be responsible for the remaining thirty percent (30%) of the premium cost.
- iii. A teacher who has taught a minimum of five (5) but less than seven (7) courses by June 30<sup>th</sup>, over the academic year, will be offered continuation of benefits for July and August. The Board will pay fifty percent (50%) of the premium and the teacher will be responsible for the remaining fifty percent (50%) of the premium cost.

## 8.12 Exam Marking

- A) The Board will establish an exam schedule that will ensure that the final day of class is available for assessment, evaluation, and/or reporting.
- B) The schedule for the day shall be the same as any other instructional day, complete with regularly scheduled breaks and lunch.

## 8.13 Staffing

- A) A morning and afternoon course assignment shall constitute a full time assignment.
- B) The Board shall assign Continuing Education courses such that teachers shall be assigned a full time assignment, and a night course if the teacher so desires, from the most senior to the least senior.
- C) The Board shall endeavour to ensure that the courses assigned to teachers are sufficiently enrolled as to prevent cancellation, by seniority.
- D) Where a day class is cancelled within three (3) days (four (4) scheduled days if the third day of classes falls on a Friday) of the class commencing, and there are less senior teachers still teaching, the affected senior staff member will be paid for two (2) additional days from the date the classes are cancelled.
- E) If a course is opened, the course shall be offered to the teacher with the most seniority who is qualified to teach the course.

#### **8.14 Teacher Performance Appraisal**

The teacher has the option of requesting an evaluation by the Principal of the school, or designate. The appraisal shall take the form of either Ministry of Education document, The Performance Appraisal of Experienced Teachers or New Teacher Induction Program Manual for Performance Appraisal of New Teachers. The form to be used will be decided by consensus between the Principal of the school, or designate, and the teacher. The summative report will be forwarded to the Board Office for inclusion in the teacher's personnel file. The evaluation will take place at the sole discretion of the Principal.

#### **8.15 Transfers**

- A) Continuing Education Teachers shall have the opportunity to participate in the transfer process, in accordance with the Transfer and Posting Procedure.
- B) The Transfer and Posting Procedure shall be communicated to all Continuing Education Teachers in the same manner, and at the same time, as it is communicated to other members of the Bargaining Unit.

#### **8.16 Continuing Education Organizational Structure**

There shall be one (1) Secondary School Credit Department Head for each of the following areas:

- i. OSS Curriculum;
- ii. School to Work;
- iii. Guidance;

The Department Heads shall be remunerated with a responsibility allowance in the amount equivalent to 17.5 hours per week, for 42 weeks per year, at the secondary rate.

The Department Head structure shall be as per Appendix C.

In addition to the above, there shall be five (5) Curriculum Leaders:

- i. Mathematics
- ii. Science
- iii. English
- iv. Computers and Business
- v. Social Science

The Curriculum Leaders shall provide teachers in their specific subject areas with assistance to aid in the delivery of Continuing Education programs/subjects. The Curriculum Leaders shall be remunerated with a responsibility allowance in the amount equivalent to three (3) hours per week, for 42 weeks per year, at the secondary rate.

All positions above, shall be posted as per Article 8.10. All positions above may be posted for an effective date of September 1, 2015 and all positions shall have a term of 3 years.

## **8.17 Labour Management Meeting**

The Board shall discuss with the Bargaining Unit, through a Labour Management meeting, the rationale for proposed changes to the organization, structure and delivery of Continuing Education Secondary School Credit Programs. No changes will be implemented prior to the meeting.

### **LETTER OF INTENT – CONTINUING EDUCATION - CONTINUING EDUCATION ISSUES**

A Committee of equal representation of the parties, three (3) appointed by the Unit and three (3) appointed by the Board, shall examine, study and make recommendations regarding Continuing Education Teachers access to professional development opportunities, the ramifications of Continuing Education class sizes as it relates to the learning opportunities of Continuing Education students, policies and procedures related to waitlists, class size, registration deadlines and such other registration procedures as agreed to by the parties, teacher workload and the duties of department heads. Upon agreement by the parties, such changes will be implemented.

### **LETTER OF INTENT – CONTINUING EDUCATION - PROFESSIONAL DEVELOPMENT DAYS**

Starting with 2009-2010, when creating the Continuing Education course calendar for the school year, administration will endeavour to create a schedule which aligns two (2) Continuing Education non-instructional days with Secondary School Professional Activity Days with preference provided for the half day corresponding to the OECTA Secondary Professional Development Day.

### **LETTER OF UNDERSTANDING – CONTINUING EDUCATION - LEAVE OF ABSENCE**

Notwithstanding 8.07 E), an employee who has completed a minimum of three (3) years of continuous service, that is two (2) consecutive terms per year for three (3) years, in Continuing Education with the Board, may request a leave of absence for a period not to exceed one (1) year. Leaves without pay may be granted at the sole discretion of the Human Resource Services Officer, or designate.

### **LETTER OF UNDERSTANDING – SECONDARY LABOUR/MANAGEMENT JOINT COMMITTEE**

A Committee of equal representation of the parties, three (3) secondary teachers appointed by the Unit and three (3) appointed by the Board, shall be formed and meet monthly to deal with and discuss the implications of such topics affecting secondary teachers:

1. Ministry of Education initiatives
2. Board Initiatives
3. Other topics, as might arise

The first meeting of each school year's agenda will include known initiatives proposed for that school year.

It is further understood that either if an initiative has Collective Agreement implications not covered herein, the parties shall develop a Letter of Understanding on the implementation of the initiative.

### **LETTER OF UNDERSTANDING – JOINT BOARD LEVEL STAFFING COMMITTEE (JBLSC)**

- A) There shall be established a Joint Board Level Staffing Committee (JBLSC) composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Waterloo Secondary OECTA Bargaining Unit and mutually agreed appropriate resource staff.
- B) Effective January 2009, the Joint Board Level Staffing Committee will be created.
- C) The terms of reference are:
  - 1) Meetings shall be chaired alternately by the Board and the Bargaining Unit. The JBLSC shall be convened not later than September 15<sup>th</sup>, in each school year for an initial meeting. The Committee shall meet monthly thereafter, or at other times as mutually agreed.
  - 2) An agenda for each meeting shall be prepared prior thereto by the party requesting the meeting.
  - 3) The Committee shall:
    - i. analyze the secondary staffing data and make recommendations on the distribution of secondary teachers to individual schools from the complement of teachers allocated to the secondary panel;
    - ii. advise the strategy to expand secondary programming through increases in course offerings and strategic class size reductions;
    - iii. advise on the allocation on additional staffing provided through any new funding;
    - iv. consult and advise on such other staffing issues as the JBLSC agrees to.
  - 4) The Board shall provide to the JBLSC any data that the JBLSC requests that relates to individual secondary schools or secondary panel staffing.

### **LETTER OF UNDERSTANDING – RE: SECONDARY STAFFING AND THE JOINT BOARD LEVEL STAFFING COMMITTEE**

It is understood that secondary staffing issues such as, but not limited to:

- 1) the assignment and complement of Student Success Teachers assigned to secondary schools;
- 2) the ratio of guidance teachers assigned to secondary schools;
- 3) secondary class size;
- 4) data on dual credit and high skill major programs;
- 5) oncall and supervision usage data, by teacher

shall be subject to the consultative and advisory nature of the Joint Board Level Staffing Committee.

#### **LETTER OF UNDERSTANDING – SECONDARY STAFFING**

- A) Effective September 1, 2008, the Board shall hire the full compliment of secondary teachers that results from the allocations/year as set out below 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
- B) The resultant hiring of the additional teachers for the 2008-2009 school year, shall be in place no later than February 2, 2008.
- C) The allocation of the additionally hired secondary teachers to secondary schools, as outlined above, shall be in the purview of the Joint Board Level Staffing Committee.

#### **LETTER OF UNDERSTANDING – STAFFING OF SECONDARY SCHOOL DUAL CREDITS – SCHOOL – COLLEGE – WORK INITIATIVES AND HIGH SKILLS MAJORS PROGRAM**

A secondary school's Average Daily Enrolment in 'Dual Credit' and 'High Skill Majors' 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.

#### **LETTER OF UNDERSTANDING – PROGRAM COUNCIL**

- A) Effective February 2009, at the regularly scheduled Program Council meetings in April and May, each secondary school shall provide members of Program Council the details of staffing as related to the school which includes:
  - a) relevant data from the JBLSC;
  - b) total registration in each course;
  - c) all non-credit staffing assignments.
- B) Membership of the Program Council includes program heads and school administration. An OECTA representative will be invited to participate in these meetings for the agenda items that related to staffing.
- C) The meetings shall function in a collaborative manner and advise the Principal with respect to:
  - school staffing priorities;
  - the development of the tentative staffing model for the following school year;
  - teacher instructional workload distributions and instructional assignments.
- D) Minutes of these meetings will be emailed to the OECTA representative attending the meeting.

## **LETTER OF UNDERSTANDING – SAFE SCHOOLS**

- A) It is understood that the Board will abide by mandated Ministry of Education initiatives on Safe Schools, in accordance with the guidelines provided by the Ministry of Education.
- B) It is understood that the Bargaining Unit shall appoint representatives on all Board committees that are mandated by the Ministry of Education as a result of Bill 212, PPM 144, PPM 128, PPM 145 and each Safe School Team.
- C) The Board shall compile, by term, a report listing any official student suspension or expulsion that falls within the parameters of the Safe School Act, Board's Progressive Discipline Policy (January 25, 2008), Code of Conduct (January 25, 2008), and Bullying Prevention Policy (January 25, 2008), and forward said report upon request to the President of the Bargaining Unit.

## **LETTER OF UNDERSTANDING – RE: ATHLETIC DIRECTOR REVIEW**

The parties agree to establish a Committee with member representation from the Board, OECTA and other resource people, as mutually agreed to. The parties agree to meet by February 1, 2009 to discuss alternate approaches and supports to provide Athletic Director services. The parties agree that upon agreement, they shall adopt a process for implementation for September 1, 2009.

## **LETTER OF UNDERSTANDING – RE: ANNUAL LEARNING PLAN (ALP)**

The purpose of the Annual Learning Plan (ALP) is to provide a meaningful vehicle to support experienced teachers' professional learning and growth in the evaluation year and for the intervening years between appraisals. The ALP is teacher authored and directed, and is developed in a consultative and collaborative manner with the Principal, as defined by the Ministry of Education.

The parties agree that the following shall apply to the implementation of the Annual Learning Plan (ALP) during the term of this Collective Agreement.

- Experienced teachers are required to have an ALP each year that includes their professional growth goals, as well as their proposed action plan with timelines for achieving those goals
- Teachers who move from the new teacher's appraisal process to the experienced teacher's appraisal process must develop an ALP in their first year as an experienced teacher
- Each year, teachers are required to consult with their Principal to review and update, as necessary, their ALP. This review and update must take into account the teacher's learning and growth over the year, as well as the professional growth goals and strategies recommended through the summative report of the teacher's most recent performance appraisal.

- In an evaluation year, teachers must review and update their ALP in a meeting with their Principal as part of the performance appraisal process. The pre-observation and post observation meetings provide opportunities for this review and update to take place.
- In the non-evaluation years, a meeting is not required but is recommended. If at any time during these years the teacher or Principal requests a meeting to discuss the ALP, then a meeting shall take place.
- The teacher and the Principal must both sign the teacher's ALP each year and retain a copy for their records. Under certain circumstances, the duties of the Principal as outlined above may be delegated to a Vice-Principal in the same school or to an appropriate Supervisory Officer.
- It is understood that the Annual Learning Plan is a living document and, as such, may be revisited and updated as required, by the teacher

### **LETTER OF UNDERSTANDING – RE: MENTORSHIP**

1. The Board shall advertise, via email, for teachers to be mentors in June and September of each school year. Such advertisement shall include the qualities of an effective Mentor. All mentors shall meet the established criteria.
2. The Mentor Roster for each school, shall be posted and include the teacher's name and current work assignment.
3. A new teacher shall make a choice of a mentor he/she believes best suits his/her needs, by the last week in September.
4. The appropriate Superintendent, or designate, will provide OECTA with a list of mentor/mentee teams by October 15<sup>th</sup> of each year.
5. Either member of the mentorship partnership may dissolve the relationship without explanation to a third party. Upon dissolution, the Principal of the mentee's school shall be informed and the process of selection shall begin.
6. The mentorship partnership works best when the mentor and the mentee are both from the same school; however, a relationship may be established with partners being from different schools.
7. The focus of the program will be to address the specific needs of the mentee.
8. A mentee is responsible for ensuring that the Individual NTIP Strategy form is completed appropriately and forwarded to his/her Principal by the third Monday in June.
9. A mentor shall not evaluate the mentee nor have any input, direct or indirect, into the teacher performance appraisal of the mentee teacher.
10. The process between the mentor and the mentee shall be confidential.
11. Financial resources shall be allocated to the NTIP initiative to cover release time for the

mentor and the mentee.

12. The following criteria will be used for mentor selection:
- Be members of the Bargaining Unit in good standing
  - Be a teacher with five (5) or more years of teaching experience
  - Be experienced teacher professionals, skilled in working with both adults and students
  - Be knowledgeable and skilled in current curriculum and teaching/learning strategies
  - Have demonstrated skills in problem solving
  - Be open to the views and feedback of others, and be continual life-long learners
  - Be effective communicators and listeners
  - Have effective interpersonal skills

#### **LETTER OF UNDERSTANDING – RE: ARTICLE 3.04, OECTA P.D. DAY**

In the event that the Ministry of Education increases the number of Professional Activity Days available to the District School Boards during the term of the 2008-2012 Collective Agreement and does not mandate a specific purpose for such day(s), the Board shall designate an additional one-half (1/2) Professional Development day to be organized by the Waterloo Secondary Bargaining Unit as per the parameters of Article 3.03.

#### **LETTER OF UNDERSTANDING - CRIMINAL BACKGROUND CHECKS AND OFFENCE DECLARATIONS**

The Criminal Background Check and the yearly Offence Declarations required of members of the bargaining unit under Regulation 5.21/01 shall be stored in a confidential file. Access to this file shall be limited to the Superintendent of Human Resources or designate, in accordance with the Protection of Privacy Act, 2001.

#### **MEMO OF UNDERSTANDING - PHYSICAL EDUCATION ASSISTANT PROGRAMME HEAD**

Effective September 1, 2009 the parties agree to the following with respect to a “Physical Education Assistant Programme Head” position.

- 1) This Memorandum of Understanding is made without precedent or prejudice.
- 2) The Physical Education Assistant Programme Head is a position of added responsibility.
- 3) The remuneration for this position shall be as clause 7.09 of the 2008-2012 Collective Agreement.
- 4) Effective September 1, 2009, each secondary school shall have one (1) Physical Education Assistant Programme Head.
- 5) The term of this position shall be the same as the current Physical Education Programme Head position.
- 6) Duties of the Assistant Head shall be determined by the Principal of each school, in consultation with the Physical Education Programme Head.



7) Assistant Programme Heads shall be appointed, from within the existing teaching staff of each school.

**LETTER OF NOTICE - FAMILY CARE LEAVE**

By September 30<sup>th</sup> of each year the Board shall cause to have posted in each worksite's lunch room, information related to access to the Family Care Leave provision of the Employment Standards Act, 2000.

## **APPENDIX "A" - DEFERRED SALARY LEAVE PLAN**

The Board will grant leave of absence of one-half (1/2) year to teachers on the basis of:

1. Spreading three and one-half (3 1/2) years salary over four (4) years, or

The Board will grant leave of absence of one (1) year to teachers on the basis of:

2. Spreading two (2) years salary over three (3) years, or
3. Spreading three (3) years salary over four (4) years, or
4. Spreading four (4) years salary over five (5) years, or
5. Spreading five (5) years salary over six (6) years

Hereinafter called the "Plan", subject to the following conditions.

### **A) Eligibility**

1. Teacher may apply to participate in the Plan if:
  - a) The teacher holds Permanent Status with the Board, and
  - b) The teacher has completed at least four (4) continuous years of teaching for the Board immediately preceding the application.
2. The maximum number of additional teachers who shall be recommended for participation in the Plan in any one year shall not exceed fourteen (14).
3. A maximum of five (5) Teachers receiving responsibility allowances will be allowed to participate in the Plan in the year of leave.

### **B) Application**

1. Application forms used to apply for a leave will be made available from the Board to the Secondary Teachers by the last school day in October.
2. A teacher wishing to participate in the Plan shall complete an application form and submit it to the Human Resource Services Office on or before February 1st to participate in the Plan commencing the following September 1st.

### **C) Special Leave Committee**

1. As per the selection criteria appearing on the application form, applications for such a leave shall be reviewed by a Special Leave Committee (Secondary) established by the Board and the Secondary Teachers for the purpose of making recommendations.
2. The Deferred Salary Leave Committee (*Secondary*) will consist of the Human Resource Services Officer (*or designate*), a Trustee, the OECTA Unit President (*or designate*) and the CEO of the Secondary Teachers (*or designate*).
3. Each party will attend a meeting called by the Human Resources Services Officer or designate by the second Monday in February each year.
4. The Committee will select a Chairperson from among its members at its first meeting and the Chairperson will have the right to vote.
5. The experience indicated on the Applications will be verified by the Human Resource Services Office of the Board before submission to the Committee, when required.
6. The recommendation of the Special Leave Committee must be approved by the Board in accordance with its decision-making process.

7. Only the names of the applicants who have been endorsed by the Committee will be sent to the appropriate Board Committee.
8. Written recommendations of acceptance or denial of the teacher's request, with explanation, will be forwarded by the Special Leave Committee to the teacher by March 1st in the school year the original request is made.
9. Any recommendations made by the Special Leave Committee will not be subject to the grievance procedure.
10. No substitution will be made in the case where an endorsed and/or approved candidate drops out.

#### **D) Board Approval**

1. The teacher shall be required to sign an agreement with the Board before final approval will be granted.
2. Approval of the recommendations to participate in the Plan shall rest solely with the Board and shall not be subject to the grievance procedure.
3. Written approval or denial of the teacher's leave, with explanations, will be forwarded by the Board to the teacher by April 1st in the same year as the request is made.

#### **E) Salary Deferral**

##### **1) Option A**

- a) In each of the three and one-half (3 1/2) years of the Plan commencing September 1st following approval, the Teacher shall be paid 87.5% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 12.5% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and will be paid to the Teacher in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

##### **2) Option B**

- a) In each of the four (4) years of the Plan commencing September 1st following approval, the Teacher shall be paid 66.7% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 33.3% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and will be paid to the Teacher in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

### **3) Option C**

a) In each of the three (3) years of the Plan commencing September 1st following approval, the Teacher shall be paid 75% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.

b) The remaining 25% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and will be paid to the Teacher in the year of the leave.

c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

### **4) Option D**

a) In each of the four (4) years of the Plan commencing September 1st following approval, the Teacher shall be paid 80% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.

b) The remaining 20% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and will be paid to the Teacher in the year of the leave.

c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

### **5) Option E**

a) In each of the five (5) years of the Plan commencing September 1st following approval, the Teacher shall be paid 83.4% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.

b) The remaining 16.6% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of the Agreement in an individual interest bearing account in the Board's name on behalf of this Teacher and will be paid to the Teacher in the year of the leave.

c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

### **F) Leave**

1. a) Leaves granted under this Plan shall commence on September 1st of the third, fourth, fifth or sixth year and end on August 31st of the following calendar year, depending upon the option chosen.  
b) A semester leave granted under this Plan shall commence at the beginning of semester two (2) and end at the end of semester two (2).

2. In the event that a suitable replacement cannot be obtained for a teacher who has been granted a leave, the Board may defer the leave by not more than two (2) years by giving the teacher written notice at least four (4) months before the date of commencement of the leave.

3. In such a case, the teacher may choose to withdraw from the Plan and receive the money in the individual account or to continue in the Plan for one year allowing the monies in the individual account to accumulate with interest for the additional year. In the case of withdrawal, repayment shall be made as soon as possible but within sixty (60) days after notice of intention to withdraw has been given with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.

#### **G) Salary and Benefits - Year of Leave**

1. In the year of the leave the Board shall pay to the teacher the total of the deferred salary and allowances plus all accrued interest installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or two lump sums as directed by the teacher before June 30th of the year of the leave.

The final payment will include any money remaining in the individual account. In the case of lump sum payments, the necessary deductions will be made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.

2. The Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension, Ontario College Teachers Dues and other statutory deductions and any benefits in the Collective Agreement.

3. Following the leave, it will be the teacher's responsibility to remit the appropriate amount to the Ontario Teachers' Pension Plan in accordance with the Regulation of that Fund if the teacher wishes to improve the Pension for the period of leave.

4. Workers' Safety and Insurance Board premiums and benefits will not apply during the year of the leave.

5. Group Life Insurance, Dismemberment Insurance, Extended Health Care Plan and Dental Plan benefits will be available during the teacher's leave of absence.

Total premium cost during the leave will be paid by the teacher through deductions in accordance with the chosen method of payment as per G) 1) above.

6. The teacher shall not be entitled to the accumulation or utilization of sick leave credits during the year of absence. On return from leave, however, the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such a leave.

7. Seniority shall be credited at the end of the leave as if the teacher were employed in the former position during the year of leave.

#### **H) Return From Leave**

1. Subject to the provisions of redundancy procedure, upon return from leave, a teacher will be placed in the same position (*i.e. school/department and division*) including one of responsibility, or, if due to declining or changing enrollment patterns, said position no longer exists, the reassignment of the teacher will be governed by the appropriate terms of the Collective Agreement.

2. The returning teacher has the right to participate in the normal transfer procedures during the year when the teacher is on leave.

3. On return to duty, the teacher will be placed on the salary grid at the same position as the teacher would have been at the commencement of the leave. The teacher will be entitled to any

increase in salary other than increment that the teacher would have received had the leave not been taken.

#### **I) Withdrawal From The Plan**

1. Due to extenuating circumstances, a Teacher may withdraw from the Plan. Notification, in writing, must be received and approved by the Human Resource Services Office at least sixty (60) days prior to the effective date of withdrawal from the Plan.
2. Any teacher declared redundant will be required to withdraw from the Plan.
3. Upon withdrawal, all the salary and allowances deferred plus accrued interest in the individual account shall be paid to the teacher with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies. Payment shall be made as soon as possible but within sixty (60) days after receiving notification of withdrawal.
4. If a teacher retires, is dismissed, redundant, or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher shall be paid such lump sum and interest accrued up to the date of the retirement, dismissal, redundancy, termination or leave as the case may be with the necessary deductions being made in accordance with the requirement of Canada Revenue Agency and other regulatory bodies.
5. The payment will be made as soon as possible but within sixty (60) days of written notice by either party due to any one of the above conditions.
6. Should a teacher die while participating in the Plan, any monies accumulated in the individual account plus accrued interest will be paid to the estate of the deceased teacher with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies. The payment will be made as soon as possible but within sixty (60) days of written notice from the executor of the estate.

#### **J) Responsibility**

The Board and the Branch Affiliate assume no implication of the Plan related to its effect on Teachers' Pension Plan provisions, Income Tax implications, Employment Insurance and the Canada Pension Plan. The responsibility will lie solely with the teacher.

It is the intent of the Board and the Local Teacher Bargaining Unit that leave granted under the terms and conditions of the Deferred Salary Leave Plan by the Board shall include 100% of the participant's teaching responsibility for the year of the leave.

## **APPENDIX "B" - SABBATICAL LEAVE**

### **A) Definitions**

1. It is understood that the needs of the School System are the main criteria for consideration.
2. It is understood that the time allowance will be approximately one year rather than shorter periods.
3. May involve courses, research or other educational activities relevant to the need identified.

### **B) Eligibility**

Any teacher of the Board who has a minimum of five (5) years teaching experience with this Board and could serve a need of the system which has been identified by him/her or the Board is eligible for a Sabbatical Leave. The Board may waive requirements for years of teaching experience.

### **C) Requirements of the Applicant**

1. An application is made in writing to the Director of Education identifying the needs for the system that could be met by courses, research, etc. over a period of up to one year.
2. The application should include an outline of the plans for the Sabbatical year.
3. The application is to be submitted by November 30th of the year prior to the school year for which the request is being made.
4. The final approval rests with the Director of Education and the Board. Written notification of approval or non approval will be given to the applicant by March 31st. Where the application is not approved, a reason for the decision will be included.
5. A successful applicant will:
  - a) Submit an interim progress report as well as a final report as directed by the Director.
  - b) Sign a note promising to return to the Board for a minimum of three (3) years in such capacity as is determined by the Director as best utilizing the experience of the Sabbatical. Where the three (3) year period is not completed, the Board will be reimbursed on a pro-rata basis, e.g. completion of only one (1) year would result in reimbursement of 33-1/3% per year of the Sabbatical paid by the Board.
  - c) Where the Sabbatical involved study outside the country, the applicant upon return must submit evidence of a successful medical examination.

### **D) Benefits During Sabbatical Leave**

1. A successful candidate will receive not less than two-thirds (2/3) of the annual salary to which he/she would have been entitled had he/she remained in the regular position.
2. The Board will make Teacher Pension Plan deductions in proportion to the salary noted in D)
  - 1). Payment for the remainder is the responsibility of the candidate.
3. Benefits (*Extended Health and Life, Canada Pension Plan, Dental Plan*) will be paid as per normal.
4. Arrangements for method of payment will be made between the candidate and the Director.
5. Bursaries and other aid to applicants from outside the system will not affect the above benefits.
6. The taking of Sabbatical Leave shall not alter the number of days to the teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave, but will exclude accumulation of sick leave credits for the period of the leave.

## E) System Need

Where the Board requests that an individual pursue investigation of a system need, the above will be determined by the Director and the Board.60

### APPENDIX "C" - St. Louis Adult Learning & Continuing Education Centres - Department Head Duties/Locations: 2008 – 2009 (as of May 27, 2008)

	<b>O.S.S. Curriculum</b>  ( ) ***OECTA member	<b>Co-op / 'School-to-Work' (STW)</b>  ( ) ***OECTA member	<b>Guidance</b>  ( ) ***OECTA member
<b>Main Location</b>	Kitchener/Cambridge	Kitchener	Kitchener/Cambridge
<b>Admin Link</b>	Principal/VP	Principal/VP	Principal/VP
<b>Days / Evenings</b>	Occasional evenings	Occasional evenings	Occasional evenings
<b>Weekly Hours</b>	17.5 hours	17.5 hours	17.5 hours
<b>Number of Weeks per Year (FTE=35h/wk)</b>	42 weeks per year	42 weeks per year	42 weeks per year 42 wks/yr
<b>Duties</b>	Coordinate implementation of OSS for: <ul style="list-style-type: none"> <li>- International Languages SSC program</li> <li>- Math, Science, English, Social Science, Business, Computer SSC courses</li> <li>- Correspondence curriculum</li> </ul> Liaise with other Department Heads  Recommend textbook purchases  Recommend software purchases  Recommend furniture purchases	Coordinate implementation of OSS for: <ul style="list-style-type: none"> <li>- PSW program</li> <li>- Chef Training program</li> <li>- Hairstyling program</li> <li>- M.O.S.T. program</li> </ul> Conduct STW orientation sessions  Recruit Co-op placements  Liaise with Administration & Program Managers  Liaise with other Department Heads  Liaise with Community	Liaise with Main Office staff  Liaise with Administration & Program Managers  Liaise with other Department Heads  Conduct Department meetings  Plan PD for staff  Welcome and orient new Guidance staff  Create PD resource centre  Analyze Department course offerings  Recommend

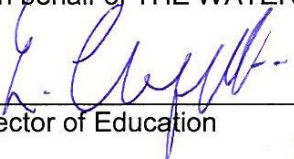


	<p>Conduct Department meetings</p> <p>Welcome and Orient new SSC staff</p> <p>Plan PD staff</p> <p>Create PD resource centre</p> <p>Analyze Department course offerings</p> <p>Analyze Department Student Success rates</p> <p>Analyze student attrition rates</p>	<p>partners</p> <p>Liaise with Board Co-op staff</p> <p>Conduct Department meetings</p> <p>Analyze Department course offerings</p> <p>Supervise SSC attendance/behavioural issues at main campus [K]</p>	<p>furniture purchases</p>
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**SIGNING PAGE**

THIS AGREEMENT signed at KITCHENER on the 13<sup>th</sup> day May 2013


SIGNED on behalf of THE WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

  
\_\_\_\_\_  
Director of Education

  
\_\_\_\_\_  
Superintendent of Human Resource Services

SIGNED on behalf of THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION  
SECONDARY TEACHERS

  
\_\_\_\_\_  
President - Waterloo Unit OECTA

  
\_\_\_\_\_  
Chief Executive Officer - Secondary Teachers  
Waterloo Unit OECTA