

# COLLECTIVE AGREEMENT

between

**THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD**

(hereinafter called "THE BOARD")

and

**THE MEMBERS OF THE BRANT HALDIMAND NORFOLK  
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (OECTA)  
SECONDARY TEACHERS' BARGAINING UNIT**

(hereinafter called "THE TEACHERS")



September 1, 2004 - August 31, 2008

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## Article 1: RIGHTS AND DEFINITIONS

### 1.01 Recognition

- 1.01.1 The Ontario English Catholic Teachers' Association is the exclusive bargaining agent for all teachers, other than occasional teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time.
- 1.01.2 The Board shall recognize the right of OECTA to appoint a local negotiating committee of the Local Secondary Bargaining Unit to act on behalf of the provincial Association.

### 1.02 Application

The terms of this Collective Agreement shall apply only and to all secondary teachers as defined by the *Education Act*, Part X.1 who are employed by the Board.

### 1.03 Management Rights

The Board reserves unto itself all management rights and shall exercise these rights in a manner consistent with this Collective Agreement, subject to all relevant laws, statutes and regulations of Ontario including, but not limited to: the *Education Act*, R.S.O. 1997, and the regulations thereto; the *Ontario Labour Relations Act*, 1995; and the *Education Quality Improvement Act*, 1997, and the regulations thereto.

### 1.04 School Day

For the purpose of this Collective Agreement, "school day" for teachers shall be defined as an instructional day, Professional Activity Day or examination day as indicated in the Board's annual school year calendar.

### 1.05 Length of a School Day

The length of the school day for teachers shall not exceed a maximum five (5) hours, subject to any legislation or regulation to the contrary.

### 1.06 Length of a School Year

The length of a school year shall not exceed one hundred and ninety-four (194) school days subject to any legislation or regulation to the contrary.

### 1.07 Provision of Collective Agreement

- 1.07.1 It shall be the responsibility of the Board to provide each teacher covered by the terms of this Collective Agreement with a copy of the Collective Agreement within thirty (30) days of its ratification by both parties.
- 1.07.2 Each applicant, when accepted for employment, shall be provided with a copy of this Collective Agreement by the Board.
- 1.07.3 An electronic file of the Collective Agreement shall be provided to the President of the Local OECTA Unit.

## 1.08 No Discrimination

There shall be no discrimination exercised against any teacher in regard to employment, promotion or any term or condition of employment because the teacher is a member of the Local Teacher Bargaining Unit, or is exercising or has exercised any right under this Collective Agreement, or the *Ontario Labour Relations Act*, or is acting or has acted in an official capacity within the Association.

## 1.09 Teacher Representatives on Board Committees

Where the Board requires the participation of an OECTA representative on a standing or ad hoc committee, the Board shall request the name(s) of such teacher(s) from the executive of the OECTA Unit. The President of the Local OECTA Unit shall forward the name(s) of the approved appointee(s) to the Board.

## 1.10 Certified Teachers

1.10.1 The Board shall continue to employ only certified teachers who are registered with the Ontario College of Teachers for all teaching positions.

1.10.2 Persons for whom the Board has secured a Letter of Permission under Regulation 183 shall be deemed as teachers. The Board shall report to the Association any appointment made under Regulation 183.

1.10.3 Notwithstanding the above, the employment of a teacher on a Letter of Permission shall not extend beyond the school year.

## **Article 2: DURATION AND RENEWAL**

### 2.01 Duration

2.01.1 This Collective Agreement shall have effect from the 1<sup>st</sup> day of September, 2004, and shall continue to operate until August 31, 2008, and from year to year thereafter.

2.01.2 Notwithstanding clause 2.01.1 above, either party may by April 1<sup>st</sup> of the year of expiration of the Collective Agreement, serve notice in writing to the other party of its desire to bargain the renewal, with or without modifications, of the Collective Agreement then in effect. The parties shall meet within fifteen (15) days from the date of notice or within such further period as the parties agree.

### 2.02 Strike Or Lock-out

There shall be no strike or lock-out during the term of this Collective Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

### 2.03 Strike By Other Employees

In the event of a strike by other Board employees, representatives of the Board will meet with representative of OECTA for meaningful discussions on the impact of the strike by other Board employees on the union's membership.



## Article 3: PERSONNEL

### 3.01 Organizational Structure

#### 3.01.1 Departments Structure

Departments at each secondary school shall be formed for the following subject areas, with a department head assigned to each: (The stated departments include, but are not limited to, the subject areas noted in brackets.)

Business

(Business Studies, Computer & Information Science, Economics)

Canadian and World Studies

(Civics, Geography, History, Law, Politics)

English

(Dramatic Arts, English, and Library)

Guidance

(Guidance and Career Education)

Mathematics

Modern Languages

(French as a Second Language, Classical & International Languages)

Music and Visual Arts

(Dance, Music, Visual Arts)

Physical Education

(Health & Physical Education)

Religious Studies

(Philosophy, Social Science, World Religions)

Science

Special Education

Technological Education

(Communications Technology, Construction Technology, Family Studies, Health and Personal Services, Hospitality & Tourism, Manufacturing Technology, Technological Design, Transportation Technology and Computer Engineering)

#### 3.01.2 OYAP/Co-operative Education Co-ordinator

There shall be an OYAP/Co-operative Education Co-ordinator.

#### 3.01.3 Re-organization

(a) Where a teacher loses his/her current position of responsibility due to the re-organization of the department structure, such teacher shall be red circled until either of the following occurs:

(i) The grid plus any allowance is equivalent to the teacher's current total remuneration;

or

(ii) The teacher is appointed to a new position of responsibility.

(b) Such teacher, as noted in clause 3.01.3(a) above, shall be given the first right of refusal to appointment to a similar position for which they are qualified. In the event that a teacher declines the new appointment, the teacher shall forfeit the application of red circling.

(c) Notwithstanding clause 3.16, the Board shall post new department head positions only where no teacher as defined in clause 3.01.3(a) is available.

#### 3.01.4 Guidance

There shall be a minimum of one full-time teacher guidance counsellor for every four hundred and ten (410) students based upon the projected ADE (average daily enrolment) for the school year to be determined by June 1<sup>st</sup> for the following school year.

#### 3.01.5 Library

Each secondary school shall have the equivalent of a full-time teacher librarian.

#### 3.01.6 Special Education Staffing Complement

The Board shall allocate Special Education sections at the rate of six (6) sections per two hundred and sixty (260) students.

### 3.02 Part-time Teachers

3.02.1 Part-time teachers shall receive salaries, benefits, sick leave credits, teaching duties, preparation time, on-call and supervision time on a pro-rated basis.

3.02.2 In making assignments of less than three (3) classes in a semester, the Board shall schedule teaching and supervision assignments consecutively, excluding the lunch period.

#### 3.02.3 Change of Teaching Status

(a) The Board shall increase the employment status of a part-time teacher who has made application for such an increase, prior to hiring externally or placing external hires.

(b) Notwithstanding the above, the employment status of a part-time teacher shall not be increased until all teachers on layoff have been recalled according to clause 3.08.

3.02.4 A part-time teacher whose employment status is increased, must be qualified to fill the position by the day on which the assignment begins.

### 3.03 Seniority

#### 3.03.1 Seniority Definition

(a) Seniority shall, for the purpose of this Collective Agreement, mean continuous employment with this Board and its predecessor Boards. Seniority shall apply only to the members of the Local Elementary and Secondary Bargaining Units since the most recent date of hire.

(b) A redundant teacher who maintains a position on the joint recall list shall be deemed to have had continuous employment for seniority purposes.

### 3.03.2 Continuous Employment Definition

For the purpose of this clause, "continuous employment" shall include exchange teaching, secondment loan to the Department of National Defence, Federation Leaves, employment with private Catholic Boards for which the Board has assumed jurisdiction, predecessor boards prior to *Bill 104*, and any and all approved leaves taken with the Board and its predecessor Boards, including leaves for lengthy illness.

### 3.03.3 Joint Seniority List

- (a) Each teacher employed by the Board from the Local Elementary Bargaining Unit and the Local Secondary Bargaining Unit shall be placed on a joint seniority list.
- (b) The names of the teachers shall be placed on the joint seniority list in descending order of seniority in accordance with the criteria listed in clause 3.03.3(c).
- (c) The joint seniority list shall be established according to the following order:
  - (i) most recent date of commencement of continuous employment;
  - (ii) total years of service with this Board and its predecessor Boards;
  - (iii) total years of teaching experience in Ontario;
  - (iv) total years of teaching experience;
  - (v) by lot drawn in the presence of representatives from the Local Elementary and Secondary Bargaining Units, or their designates (to a maximum of three (3) representatives).
- (d) Update
  - (i) Seniority shall be calculated upon entry into the Local Bargaining Unit and subsequently, on September 1<sup>st</sup> of each school year. The joint seniority list shall be updated each year as of September 30<sup>th</sup> and March 1<sup>st</sup> and a revised copy thereof provided to the President of the Local OECTA Unit as of October 30<sup>th</sup> and April 1<sup>st</sup>, respectively.
  - (ii) The Board will accept new information for errors and corrections to the joint seniority list for a period of 30 days subsequent to providing the President of the Local OECTA Unit with a list. Thereafter the seniority list shall be official.
  - (iii) Clerical errors shall be corrected as soon as they are brought to the Board's attention and are verified by the Board. If corrections are made a new list will be provided to OECTA.
- (e) For the purposes of clause 3.03.3(c)(ii), part-time teaching experience with the Board and its predecessor Boards shall not be pro-rated. Effective May 1, 1998, all occasional teacher assignments with the Board and its predecessor Boards shall be included in the calculation of seniority, on a pro-rated basis.
- (f) Effective May 1, 1998, all teaching experience in Ontario, including part-time and occasional experience recognized for salary purposes, shall be included in the calculation of seniority in clause 3.03.3(c)(iii).

- (g) A teacher who has been declared redundant shall continue to accrue seniority until September 30<sup>th</sup> of the third school year following notice in clause 3.07.4.
- (h) It is understood that all references to occasional teaching that exist within clause 3.03 are applicable only for purposes of determining seniority.

### 3.04 Surplus to School

- 3.04.1 Should a decline in enrolment at a school or a change in the school organizational plan require that a teacher be declared surplus to that school for the following school year, such declaration shall be made by April 14<sup>th</sup>.
- 3.04.2 The teacher declared surplus to that school shall be the least senior teacher of the school as defined by the Joint Seniority List, except as allowed in clause 3.04.3.
- 3.04.3 Academic programming considerations, as required by the Education Act and its regulations, can allow the Board to override the process in clause 3.04.2 above to exempt a particular teacher.
- 3.04.4 A teacher declared surplus to a school shall have first preference for vacancies in other schools in the secondary panel, based on seniority and qualifications.
- 3.04.5 A teacher who is declared surplus to a school and who is not placed in a vacancy pursuant to clause 3.04.4 shall, subject to qualifications, bump the teacher with the least seniority in the secondary panel.

### 3.04.6 Surplus to School List

- (a) Teachers declared surplus to school shall be placed on the surplus to school list, in order of seniority.
- (b) The surplus to school list shall indicate the teacher's:
  - (i) position on the joint seniority list;
  - (ii) school from which declared surplus; and
  - (iii) teaching qualifications.

- (c) A copy of the surplus to school list shall be sent to the President of the Local OECTA Unit.

### 3.04.7 Notice of Surplus to School

- (a) Teachers declared surplus to school shall be notified in writing by April 14<sup>th</sup>.
- (b) The letter shall state that the sole reason for being declared surplus to school is due to a decline in enrolment at a school or a change in the school's organizational plan and the teacher's placement on the joint seniority list.

### 3.05 Surplus to Secondary Panel

- 3.05.1 Teachers remaining displaced after application of Article 3.04 shall be declared surplus to the secondary panel.

3.05.2 A teacher declared surplus to the secondary panel shall have the first preference to vacancies in the elementary panel based on seniority and qualifications.

3.05.3 A teacher who is declared surplus to the secondary panel and who is not placed in a vacancy pursuant to clause 3.05.2 shall, subject to qualifications and seniority, bump the teacher with the least seniority in the elementary panel, provided that the elementary teacher's seniority is lower than the secondary teacher's seniority.

### 3.06 Surplus to Elementary Panel

3.06.1 An Elementary teacher found surplus to the elementary panel shall, subject to qualifications and seniority, be offered vacant positions in the secondary panel prior to placing cross panel transfers or hiring externally.

3.06.2 (a) An Elementary teacher declared surplus to the elementary panel shall, according to the Joint Seniority list and procedures in the Elementary and Secondary Collective Agreements, be permitted to bump a secondary teacher.

(b) A Secondary teacher bumped pursuant to clause 3.06.2(a) above shall be declared surplus to the secondary panel, equivalently to those so declared by clause 3.05.1 above.

### 3.07 Redundancy

3.07.1 Prior to a teacher being declared redundant, the Board shall reduce its staff complement through normal attrition, by voluntary withdrawal of teachers from the Local Bargaining Unit(s) and/or any leaves of absence approved by the Board.

3.07.2 A redundant teacher shall be determined to be a surplus teacher for whom no position is available in the system as of May 1<sup>st</sup> of any school year.

#### 3.07.3 Joint Recall List

(a) Teachers declared redundant shall be placed on a joint recall list, in order of seniority.

(b) The joint recall list shall indicate the teacher's:

(i) position on the joint seniority list;

(ii) school from which declared surplus; and

(iii) teaching qualifications

(c) A copy of the joint recall list shall be sent to the President of the Local OECTA Unit.

#### 3.07.4 Notice of Redundancy

(a) Teachers declared redundant shall be notified in writing by May 1<sup>st</sup>, to take effect August 31<sup>st</sup>.

- (b) The letter shall state that the sole reason for termination is due to redundancy and the teacher's placement on the joint seniority list.
- (c) Such notice shall be sent via registered mail to the teacher's last known address, or via hand delivery by the Director of Education, or designate, to the teacher.
- (d) A teacher who has been declared redundant shall continue to accrue seniority until September 30<sup>th</sup> of the third school year following notice in clause 3.07.4.
- (e) Teachers who have not been recalled by September 30<sup>th</sup> of the third school year following notice in clause 3.07.4 shall lose all their seniority and all rights of recall.
- (f) Prior to a redundancy letter being issued, the Director of Education, or designate, shall review with the President of the Local OECTA Unit, or designate, the administration and application of clause 3.07.

### 3.08 Recall Procedure

- 3.08.1 For the purpose of this recall procedure, "qualified" shall be defined as those qualifications demanded in the Education Act and its regulations.
- 3.08.2 When making new appointments to the staff, the Board shall first offer these positions to those who were released due to redundancy. Such offer shall be made to the redundant teacher who has the greatest seniority and is qualified to teach an elementary assignment or at least two-thirds (2/3) of an available secondary timetable or who commits to becoming so qualified by the first day of the period for which the teacher is being recalled.
- 3.08.3 If a qualified teacher refuses the position offered, the position shall be offered to the teacher with the next greatest seniority who is qualified to teach an elementary assignment or at least two-thirds (2/3) of an available secondary timetable or who commits to becoming so qualified by the first day of the period for which the teacher is being recalled.
- 3.08.4 The teacher with greatest seniority, who is not qualified to teach an elementary assignment or two-thirds (2/3) of an available secondary timetable at the time of the recall, but who commits to becoming so qualified, shall have until the first day of the following school year to become so qualified, if that teacher so requests. A teacher who makes such a commitment and who does not become duly qualified, shall forfeit the teaching position but shall retain all rights of recall.
- 3.08.5 A teacher on the joint recall list who refuses a teaching assignment for which the teacher is currently qualified shall not forfeit his/her right to further teaching assignments or his/her position on the joint recall list until the third refusal.
- 3.08.6 If a teacher accepts a part-time position because a full-time position was not available, that teacher shall be offered the first full-time position that becomes available for which the teacher is qualified or can become qualified in time to assume the position. The teacher will continue to be accommodated by clause 3.09.

- 3.08.7 Notwithstanding the above, it shall be a priority to return redundant secondary teachers with an elementary teaching assignment to the secondary panel (prior to placing cross panel transfers or hiring externally) for a period of three years. Notwithstanding the forgoing, a redundant secondary teacher with an elementary teaching assignment may choose to remain in the elementary teaching assignment.
- 3.08.8 The Director of Education, or designate, shall review with the President of the Local OECTA Unit, or designate, the administration and application of clause 3.08.

### 3.09 Displaced Teachers

A teacher surplus to a particular school shall be given an opportunity to fill a vacancy which becomes available at that school no later than the first day of the second school year subsequent to the surplus declaration, provided that the teacher is qualified or can become qualified in time to assume the position.

### 3.10 Provision for Members of Roman Catholic Religious Communities

Notwithstanding the above provisions, the Board shall make available a total of nine (9) positions on its elementary and secondary teaching staff to members of Roman Catholic Religious Communities. The allocation of these positions between its elementary and secondary staff shall be the sole discretion of the Board. Upon retirement of a member or when such member is transferred within the Religious Community by the Provincial Council, such member may be replaced by a member of a Roman Catholic Religious Community, provided that the member is qualified to be assigned teaching responsibilities with the Board.

### 3.11 Personnel Files

#### 3.11.1 Access

A teacher, or representative who has written authorization from the teacher, shall have access during normal business hours, provided it does not interfere with the teacher's duties, to the teacher's personnel file upon request and two (2) days notice. The teacher, or representative, shall receive a copy of any material placed in the teacher's file which had not previously been provided to the teacher by the Board.

- 3.11.2 An appropriate Board official shall be present when a teacher, or representative, reviews the file. A teacher, or representative, may be accompanied by a representative of OECTA.

#### 3.11.3 Contents of File

- (a) No material shall be placed in the teacher's personnel file unless such teacher has received a copy of said material. This material refers to any report or disciplinary letter produced by Board administration. The teacher shall initial the material, verifying receipt and retain a copy of such.
- (b) The Board reserves the right to retain such information in the personnel file as may reasonably be required to comply with the requirements of the *Income Tax Act*, the *Education Act*, and any other applicable federal or provincial legislation.

#### 3.11.4 Removal of Material

- (a) If a teacher disputes the contents of the file, the teacher may request in writing the removal of the specified material. In the event that the Board refuses to remove the said material, the teacher may file a grievance under the procedures outlined in this Collective Agreement.
- (b) Upon written request of the teacher, three (3) years after an unsatisfactory report has been made, it shall be removed from the teacher's file provided that the teacher has improved in areas identified in the report.
- (c) Any material being removed from the file shall accompany a letter of confirmation of such removal.
- (d) No material removed from a teacher's file shall be referred to or used against the teacher in any way.

#### 3.12 Access to Information on Teachers

- 3.12.1 Information regarding all teachers' salaries, classifications and other information relevant to collective bargaining shall be available at the Board Office to the Negotiating Committee of the Secondary Local Teacher Bargaining Unit.
- 3.12.2 A review of all teachers' salary classifications shall be conducted within sixty (60) calendar days of the effective date of the Collective Agreement or the date of execution of the Collective Agreement, whichever is later.
- 3.12.3 The review is to be conducted by the Superintendent of Business and Treasurer of the Board or designate, and the designate of the Secondary Local Teacher Bargaining Unit.
- 3.12.4 Ratification of this Collective Agreement by the teachers and execution of this Agreement on their behalf shall constitute a consent on the part of each individual teacher to the release of such salaries, classifications, and cost of premiums for benefits pursuant to Article 7 for the purpose of such review.

#### 3.13 Absence from a Position of Responsibility

- 3.13.1 In the event teachers who hold a position of responsibility are unable to perform their duties for a period of more than ten (10) consecutive school days, other qualified teachers shall be appointed to fill the position on an interim basis.
- 3.13.2 Pay for teachers acting in the position of responsibility shall be pro-rated on an annual basis from the dates of appointment.

#### 3.14 Long Term Absence of School Administrators

- 3.14.1 The Board may assign to a teacher the duties of an administrator (principal/vice-principal) for a temporary period of time not to exceed six (6) consecutive months, and nine (9) consecutive months in the event of pregnancy/parental leave. Such appointment shall be made only in the event of the administrator's long-term disability/illness or parental/pregnancy leave or an approved leave by the Board.



- 3.14.2 Any extension of this period shall not be unreasonably denied by the Association.
- 3.14.3 No teacher shall be assigned the duties of an administrator without the teacher's consent.
- 3.14.4 Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this Collective Agreement.
- 3.14.5 All other provisions of this Collective Agreement shall apply to the teacher during such period of temporary assignment.
- 3.14.6 Any teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.
- 3.14.7 The Board agrees to replace any teacher who accepts an Acting Administrator position for a temporary period as described in clause 3.14.1 and clause 3.14.2 above, with an occasional teacher.
- 3.14.8 The Board agrees to pay the Acting Administrator an allowance commensurate with the appointee's experience as an administrator.

### 3.15 Qualifications for a Position of Responsibility

#### 3.15.1 Department Head

Candidates for department head positions shall have a specialist qualification in one of the appropriate subject areas and desirably a minimum of five (5) years teaching experience.

#### 3.15.2 Consultants and Co-ordinators

Consultants and co-ordinators shall be defined as follows: Fully qualified teachers holding designated positions as consultants or co-ordinators who have had special training in the field in which they are working and who have been relieved of teaching duties for program development, for consultation with principals and for giving classroom assistance in programs and techniques.

### 3.16 Job Posting for Vacancies

#### 3.16.1 Vacant Positions

A new or vacant position shall be defined as a position which becomes available at any time.

#### 3.16.2 During School Year

- (a) During the period, September 1 to June 9 inclusive, the Board shall post all teaching positions, which have not been filled internally through the transfer process and which it intends to fill, for a period of five (5) school days at the Board Office and in all the Board's secondary and elementary schools.

(b) The Board shall post positions of responsibility which it intends to fill, for a period of five (5) school days at the Board Office and in all the Board's secondary and elementary schools. Notwithstanding the foregoing, the Board shall not post in the schools from June 10 until the end of the summer vacation period. Instead, such postings shall be advertised on the Board's web site and/or intranet.

3.16.3 Between June 10 and August 31, the Board shall not post teaching vacancies. Prior to June 10 each year, any teacher interested in a vacancy arising between June 10 and August 31 shall submit a form indicating qualifications and desired location(s) and subject area(s).

3.16.4 All postings shall include, and be limited to, the title of the position, a job description, qualifications, closing date for application, effective date and a request for two professional references, one from the applicant's current Principal.

3.16.5 The President of the Local OECTA Unit shall receive an electronic copy of each job posting and vacancy. A copy of each completed form as referenced in clause 3.16.3 and a copy of each elementary teacher form requesting a secondary panel placement shall be forwarded to the President of the Local OECTA Unit.

3.16.6 Each posting pursuant to clause 3.16.2 shall precede any public advertisement

3.16.7 No position may be awarded in the event that it has not been processed in accordance clause 3.16.

3.16.8 In considering external and internal applicants, all things being equal, preference shall be given to applicants in the following order:

(a) secondary candidate internal to Board;

(b) elementary candidate internal to Board;

(c) external candidate to the Board.

3.16.9 Either party may request a process review via the Liaison Committee after one year of implementation.

3.16.10 Posting with Joint Recall List

(a) Notwithstanding the above, and in accordance with clause 3.08, when there are one or more teachers on the joint recall list, the Board shall be required to post an internal vacancy or vacancies.

(b) Upon filling the posted vacancy or vacancies, there shall be one further round of postings.

(c) After the two rounds of internal postings, the resulting vacancy or vacancies shall be filled by recalling any redundant teacher(s) to the available position(s).

3.17 Creation of New Positions

3.17.1 The Board shall reserve the right to establish new positions. A new position shall be defined as a position which:

- (a) is presently not included in this Collective Agreement;
- (b) has responsibilities greater than those of a regular teaching position;
- (c) has a distinct job description and title;
- (d) has specific qualifications other than those required for a teaching position.

3.17.2 The salary for a new position shall be negotiated between the duly appointed representatives of the Secondary Local Teacher Bargaining Unit and the Board. If the parties are unable to reach agreement either party may refer the matter to a single arbiter in accordance with Article 12.

3.17.3 Such negotiations shall not constitute the re-opening of the Collective Agreement. When the salary for a new position is determined, it shall be deemed to form part of the current Collective Agreement.

### 3.18 Probationary Period for Teachers

3.18.1 A teacher shall be considered to be on probation until that teacher has completed twelve (12) calendar months of employment with the Board.

3.18.2 The probationary period is deemed to include service as a long term occasional teacher if that service and the subsequent service as a member of the Local Teacher Bargaining Unit is continuous.

3.18.3 The probationary period is deemed to include any statutory holiday that may fall within that period but not any leave of absence, including sick leave beyond twenty (20) days.

3.18.4 Any additional leave days beyond the aforementioned twenty (20) days shall be added to the probationary period.

#### 3.18.5 Pastoral Reference

No teacher shall be required to provide the Board with a Pastoral Reference at the end of the teacher's probationary period.

#### 3.18.6 Evaluation Procedures

3.18.7 The evaluation of a teacher shall be conducted in according to the procedures described in clause 3.19.

3.18.8 The purposes of the evaluation are to:

- (a) affirm work well done;
- (b) assist the teacher in the delivery of program;
- (c) provide professional and career growth;
- (d) identify strengths and where necessary, areas for improvement.

3.18.9 No member of the bargaining unit shall participate in the evaluation of another member.

3.18.10 The evaluation shall be conducted in the following manner:

- (a) five (5) days notice to the teacher of the evaluation day and time;
  - (b) pre-conference with the teacher to discuss criteria;
  - (c) post-conference within five (5) days with the teacher to discuss observations;
  - (d) written report within five (5) days of the post-conference with a copy to the teacher.
- 3.18.11 Voluntary activities shall not be imposed on a teacher as criteria within the context of the Teacher Performance Appraisal process.
- 3.18.12 When a teacher receives a performance appraisal rating of unsatisfactory, the teacher shall be provided with a letter developed by the President of the Local OECTA Unit, which concerns the process and directs the teacher to contact the President of the Local OECTA Unit. Said letter shall be given to the teacher by the appraiser.
- 3.18.13 The Teacher Performance Appraisal process and criteria shall be as set out in the Ministry of Education document, *Supporting Teacher Excellence 2002*, which may be amended by legislation from time to time and which also may be changed by mutual agreement of the parties.
- 3.18.14 All teacher performance appraisals shall be completed fourteen (14) school days before the last instructional day in June.
- 3.18.15 Teacher Response
- The teacher may append comments to the evaluation report.
- 3.19 Teaching Positions
- All teaching positions covered in this Collective Agreement shall remain in the Bargaining Unit for the duration of the Collective Agreement.
- 3.20 Medical Certificate
- 3.20.1 A teacher absent due to illness for three (3) consecutive days or more will be required to provide a medical certificate, if requested in writing to do so by the Board.
- 3.20.2 Should the Board require that a teacher produce a medical certificate, the Board shall reimburse the teacher for the cost of the medical certificate upon presentation of receipt for payment.

## **Article 4: WORKING CONDITIONS**

### **4.01 Transfers**

Refer also to Appendix B

#### **4.01.1 Distance**

No teacher shall be transferred outside a forty (40) kilometre radius from the teacher's "home school", except by mutual agreement. "Home school" shall be defined as the secondary school in the system that is nearest to a teacher's residence.

#### **4.01.2 Required Placements**

- (a) Transfers by required placement shall involve a teacher who is surplus to his/her present school; who is a Board Administrative Transfer; who is returning from a leave; who is returning to a school from a Board-wide position; or who, as a result of extenuating circumstances, has been designated or who has been approved for a required transfer by his/her Supervisory Officer.
- (b) The Director of Education or designate shall provide written notification to any teacher whom the Board is considering for transfer for the following school year. Such notification shall state the rationale for the proposed transfer.
- (c) No teacher shall be subject to transfer under clause 4.01.2 (b) unless the teacher has been assigned to the same school for a minimum of five (5) years or unless exceptional circumstances exist which determined that a transfer is necessary.
- (d) Notwithstanding clause 4.01.2 (c), a teacher may be transferred to another school to fill a vacancy for which the teacher hold qualifications, in accordance with the Education Act and its regulations, to teach at least 4 out of 6 of the assignment and for which no other qualified teacher is available.
- (e) A teacher who is provided notice of transfer under clause 4.01.2 (b) shall have the right to meet with the Director of Education or designate within ten (10) days of such notification, to discuss the reasons for the transfer. Upon request of the teacher, an OECTA representative shall attend such a meeting.
- (f) A teacher designated as a required placement must complete the Teacher Required Placement Form and forward it to the Academic Superintendent of Staffing by April 21. A teacher must indicate one school and the subjects for which he/she holds qualifications.

#### **4.01.3 Placement**

- (a) The Transfer Process and time line are outlined in Appendix B. A teacher who is designated a Required Placement, with the exception of a Board Administrative Transfer, may choose to apply for any posting even if he/she has been assigned. A teacher who is offered a position that matches his/her required placement choice must accept that position. If a position is a direct match for more than one transfer candidate, seniority will be the deciding factor.
- (b) Placements for the upcoming school year shall be made in the following order:

- i) return from statutory leaves
- ii) surplus to schools
- iii) Board Administrative Transfer
- iv) returning from a Board-wide position
- v) designated or approved for a required transfer
- vi) returning from other leaves

#### 4.01.4 Exemptions from Transfers

- (a) (i) In effecting transfers, the Director of Education or designate shall give reasonable consideration to a request for a transfer exemption by a teacher, if the teacher has submitted to the Director of Education or designate a letter stating an intent to retire to a pension pursuant to the Teachers' Pension Plan within the next three academic years. Where such an exemption has been granted, there shall be no extensions of this provision in the event that the teacher does not retire upon the date of notification that had been provided to the Board under this clause.
- (ii) Provided that a teacher applies for an exemption on conditions as outlined in clause 4.01.4 (a) (i), a teacher shall not be re-assigned from a specific program area/timetable to which the teacher has been assigned for a period of at least five (5) consecutive years, unless exceptional circumstances exist which warrant the re-assignment.
- (b) A teacher who provides the Director of Education or designate with the appropriate medical form from a qualified medical practitioner stating that a transfer should not occur due to a medical condition of the teacher or the teacher's immediate family shall not be transferred. This form shall be submitted to the Director of Education or designate. In the event that both spouses are employed by the Board, only one is eligible to be exempted from transfer due to the medical condition of an immediate family member. The Board reserves the right to a second medical opinion to verify the reasons for the exemption from transfer.
- (c) Consideration for a one-year exemption from transfer shall be provided in any given year upon review of the teacher's driving status. For such an exemption, the teacher shall submit the request in writing, with appropriate documentation, to the Director of Education or designate no later than March 4th.

#### 4.01.5 After the Start of the School Year

- (a) Where it becomes necessary to transfer a teacher after the start of the school year, the teacher shall be notified in writing at least five (5) school days before the proposed transfer, except in the case of an emergency.
- (b) The teacher shall receive two (2) school days without loss of pay or sick days for preparation purposes.

#### 4.01.6 Cross Panel

Teachers transferring between elementary and secondary panels shall maintain their years of experience and seniority.

#### 4.01.7 Positions of Responsibility

- (a) A position of responsibility which becomes available because of growth, or because of a position of responsibility becoming vacant, shall be advertised.

- (b) A teacher who holds a similar position at another school may apply for a transfer. The Board reserves the right to transfer a teacher who holds a similar position in another school in order to fill the vacancy.

#### 4.01.8 Conditional Transfers

- (a) In the event that two teachers from different schools mutually agree to request an exchange of teaching assignments, then, with the approval of both principals and the Director of Education or designate, such request shall be granted for a one-year period.
- (b) Upon expiration of a conditional transfer agreement, both teachers shall return to the schools to which they were assigned immediately prior to the conditional transfer.
- (c) Extensions of conditional transfers may occur with the agreement of all parties for one additional year.
- (d) Teachers requesting conditional transfers must request transfers in writing before March 29.
- (e) If the conditional transfer is extended to a third year with the agreement of all parties, the transfers are considered permanent.
- (f) Conditional transfers can occur between teachers in the elementary and secondary panels, subject to the provisions outlined above.
- (g) A teacher is ineligible for a Conditional Transfer where such teacher is declared surplus to the school.

#### 4.01.9 Transfer from the Elementary Panel

A teacher transferred from the elementary panel who is entitled to a retirement gratuity will retain that entitlement in accordance with the conditions of the Local Elementary Collective Agreement.

#### 4.01.10 Protocol for the Opening of a New School

- (a) For the purposes of initially staffing a new secondary school, the Protocol for the Opening of a New Secondary School, referenced as Appendix C of this document, shall be followed.
- (b) During the school year preceding that in which a new secondary school opens, the transfer procedures and time lines outlined in clauses 4.01.2, and 4.01.3 shall be waived, and the time lines outlined in Appendix C shall be in effect.

### 4.02 Teaching Timetable and Supervision

#### 4.02.1 Full-time Classroom Teacher

- (a) Effective September 1, 2005 each full-time teacher shall have an assignment of 6 credit bearing and/or credit equivalent courses or equivalent program per school year.
- (b) In a semestered school, full-time teachers shall teach three (3) classes out of a full timetable of four (4) classes each semester.

- (c) All unassigned time on a full-time teacher's timetable shall be deemed as preparation time.
- (d) In any school which is not strictly semestered, teachers shall teach a timetable equivalent to clauses 4.02.1 (a), 4.02.1 (b) and 4.02.1 (c).

4.02.2 Supervision/on-calls shall be assigned as follows:

- (a) for the 2005 - 2006 school year, 1650 minutes per school year
- (b) for the 2006 - 2007 school year, 1575 minutes per school year
- (c) for the 2007 - 2008 school year, 1500 minutes per school year.

4.02.3 The schools, under the direction of the Board, shall assign on-calls and supervision duties on an equitable basis among all teachers.

4.02.4 On-calls may only be assigned for half-periods.

4.02.5 A maximum of 3 half-period on-calls shall be assigned per teacher per week.

4.02.6 Full Period On-Calls

- (a) Notwithstanding clause 4.02.4 above, full period on-calls may be assigned for classes being held off school property, which leave at the beginning of the period and return by the end of the period, and for other situations as mutually agreed upon by the Board and OECTA.
- (b) In assigning a full period on-call, the Principal or Vice-Principal shall make a reasonable effort to find a teacher willing to volunteer for the said assignment.
- (c) A list of such volunteers should be made in advance, to be drawn from as the need arises.
- (d) If the reasonable effort fails to produce a volunteer, the Principal or Vice-Principal may assign the full period on-call to any teacher.
- (e) Full period on-calls assigned by the Principal or Vice-Principal shall be assigned on a fair and equitable basis.

4.02.7 Part-time Teacher

A part-time teacher shall have the supervision/on-calls prorated to that of a full-time teacher.

4.02.8 No more than an equivalent of 30 half-periods on-call/supervisions shall be assigned in one (1) semester.

4.02.9 Extenuating Circumstances

- (a) In extenuating circumstances, five (5) additional half (0.5) period on-calls, may be assigned per school year.
  - (i) no occasional teacher available;
  - (ii) notice of absence is received too late to secure an occasional teacher;



(iii) teacher leaves school for an emergency (up to one period); or

(iv) to deal with school emergency response.

(b) Extenuating circumstances on-call/supervision are only to be used if no regular on-call teacher is available.

#### 4.02.10 Homeroom Supervisory Duties

In addition to any other provision, a classroom teacher who is not assigned a homeroom may be assigned to supervisory duties of up to thirty (30) minutes per week in two (2) blocks of no more than fifteen (15) minutes before or after school.

#### 4.03 Health and Safety

4.03.1 The Board and the Teachers agree that every employee has the right to a safe and healthy environment and to this end the parties shall jointly develop and implement policy and programs to monitor, inspect, investigate, review and improve health and safety conditions and practices.

4.03.2 The Board agrees to abide by the *Occupational Health and Safety Act*. Any alleged violation of the Act will be dealt with pursuant to the enforcement mechanism outlined in the Act.

4.03.3 The Board agrees that a Joint Health and Safety Committee shall be maintained for the duration of the Collective Agreement.

4.03.4 In the event that a teacher representative on the Joint Health and Safety Committee is the person elected as the worker co-chair of the Committee, and in the event that said teacher is covered by this Collective Agreement, that teacher shall be released from a minimum of one teaching period per semester.

#### 4.04 Class Size

The Board shall ensure that the average size of its secondary classes, in the aggregate, does not exceed twenty-two (22) pupils. The Board shall determine the average size of classes in accordance with the *Education Act* and its regulations.

#### 4.05 Staff Monitoring Committee

4.05.1 Effective immediately, the Board and the Association shall establish a Teacher-Board Secondary Staff Monitoring Committee (SMC) which shall review school organization data as follows:

(a) School Organization Profiles

(b) School Community

(c) Teaching Timetables

(d) Other Relevant Data

- 4.05.2 The SMC shall be comprised of three (3) representatives the Local Bargaining Unit and three (3) representatives of the Board, one of whom shall be a superintendent.
- 4.05.3 The SMC shall be co-chaired.
- 4.05.4 The first committee meeting shall be convened by the Board prior to March 30<sup>th</sup> each year. Additional meetings shall be established on a monthly basis or alternate arrangement by the SMC.
- 4.05.5 The Committee may make recommendations to Administrative Council or Director of Education about teacher workloads or school organization.

#### 4.06 Uninterrupted Lunch

4.06.1 Teachers shall receive forty (40) minutes uninterrupted and continuous lunch.

4.06.2 Teachers' lunch time may be scheduled during the period:

(a) commencing fifteen (15) minutes before the students' regularly scheduled lunch;

or

(b) ending fifteen (15) minutes after the students' regularly scheduled lunch;

providing the teachers have a preparation period during the period immediately before or after the students' regularly scheduled lunch, respectively.

#### 4.07 College of Teachers Complaint

If a teacher is the subject of an investigation by the College of Teachers, any action against the teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

#### 4.08 Harassment

The Board and OECTA agree that every teacher has a right to freedom from harassment in the workplace. Any teacher who believes that he/she has been harassed, has the right to seek redress in accordance with the Board's Harassment Policy, the Board's Parental Harassment Procedure, and Student Harassment Procedure.

#### 4.09 Teacher Trustee Committee

The Teacher Trustee Committee shall act as a liaison between the teachers and the Board. The Committee shall consult about issues related to the workplace which affect the parties or any employee bound by the Collective Agreement, including issues related to the Collective Agreement. Matters under grievance shall not be discussed by the Committee. The Committee shall meet in October, January, April, and June of each school year.

#### 4.10 Medical/Physical Procedure

- 4.10.1 No teacher shall be required to carry out any medical or physical procedure for a student. Notwithstanding the forgoing, a teacher shall provide help or seek assistance for a student in an emergency.
- 4.10.2 It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases, or to diagnose such conditions or diseases.

#### 4.11 Job Security

No teacher employed by the Board as of the date of ratification by the parties shall be declared redundant during the life of this Collective Agreement.

#### 4.12 Time for Travelling

- 4.12.1 A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with reasonable time lines with regard to time for travel.
- 4.12.2 Travel time is permitted exclusive of lunch time, preparation time and supervision assignments.

#### 4.13 Teacher-In-Charge

- 4.13.1 Each school may have a teacher designated as the "Teacher-in-Charge". The Teacher-In-Charge is responsible for maintaining order and attending to school emergencies in the absence of the principal and vice-principal(s), on a casual basis.
- 4.13.2 Such assignments shall not exceed three (3) consecutive school days in any month or twenty (20) school days in total per year per school, except with the approval of the Association.
- 4.13.3 No teacher shall be designated as Teacher-In-Charge without the teacher's consent.
- 4.13.4 The Board shall replace a classroom teacher designated as Teacher-In-Charge with an occasional teacher in each instance the principal and vice-principal(s) are absent for a full day.
- 4.13.5 The Teacher-In-Charge shall receive an allowance of thirty dollars (\$30.00) per day in each instance that the principal and vice-principal(s) are absent for a full day. In each instance that the principal and vice-principal(s) are absent half a day or less, no teacher will be assigned Teacher-In-Charge.
- 4.13.6 A Teacher-In-Charge will remain a member of the bargaining unit for the days required and will retain all rights and privileges accorded under the terms of the Collective Agreement.
- 4.13.7 Potential candidates for Teacher-In-Charge will be in-serviced on responsibilities and an information package for their use and instruction will be developed.

#### 4.14 Assault

The Board and OECTA agree that every teacher has a right to freedom from assault in the workplace. Any teacher who believes that he/she has been assaulted, has the right to seek redress in accordance with the Board's Assault Policy.

### **Article 5: CERTIFICATION AND PLACEMENT**

#### 5.01 QECO Rating

5.01.1 Placement on the salary scale shall be according to the Qualifications Evaluation Council of Ontario (QECO), Programme V.

5.01.2 (a) If no QECO rating is received from a teacher new to staff by the Director of Education or designate, by September 1<sup>st</sup> or date of commencement of employment, whichever is later, the teacher shall be placed in teaching category A0 without a degree, or teaching category A1 with a BA or equivalent degree.

(b) As of the date the Board receives the QECO statement of evaluation, the teacher shall be paid according to that statement.

5.01.3 If a statement of evaluation is received by March 31<sup>st</sup> or four (4) months from the date of commencement of employment, whichever is later, payment shall be retroactive to date of commencement.

5.01.4 No teacher employed as of August 31, 2002 shall be required to be re-evaluated under Qualifications Evaluation Council of Ontario (QECO) Programme V.

#### 5.02 Experience Recognition

5.02.1 On September 1<sup>st</sup> of each year of a teacher's employment with the Board, the Board shall determine the years of teaching experience of the teacher for salary purposes. For the purpose of this determination, a full teaching year shall constitute ten (10) months of full-time teaching. The Board shall recognize all partial years of experience for salary purposes according to the nearest year as follows:

(a) more than zero (0) full-time equivalent months to less than five (5) full-time equivalent months (or less than 97 days) - zero (0) year.

(b) five (5) full-time equivalent months (97 days or greater) to ten (10) full-time equivalent months inclusive - one (1) year.

5.02.2 Experience shall be cumulative and shall be determined on September 1<sup>st</sup> of each school year.

5.02.3 No teacher to whom the previous application of experience recognition would have applied shall be affected by a loss of salary through the implementation of this clause.

5.02.4 All teaching experience, subsequent to obtaining a teaching certificate for which the College of Teachers issues a Letter of Standing, shall be recognized in full.

- 5.02.5 Effective September 1, 1998, all teaching experience in elementary and secondary schools shall be recognized up to the maximum paid by the Board according to the salary schedule.
- 5.02.6 Teaching experience outside Ontario shall be recognized by the Board provided that the teaching experience:
- (a) is deemed by the Board to be equivalent to recognized Ontario teaching experience;
  - (b) took place after the teacher had a teaching certificate that the Board determines to be equivalent to an Ontario Teaching Certificate.
- 5.03 Related Work Experience Recognition
- 5.03.1 Recognition shall be granted for work experience where such work experience is deemed to be directly related to the teaching assignment, or to enhance the potential of the teacher in the performance of the teacher's teaching duties.
- 5.03.2 As of September 1, 2005, related work experience shall be credited on the basis of one (1) year (ten (10) months) teaching experience on the salary grid for two (2) years of full-time employment, to a maximum of three (3) increments, no partial increments being allowed, or such greater recognition for experience in technological studies that the Board, in its sole discretion, chooses to offer.
- 5.03.3 Requests for recognition shall be considered when the teacher begins employment with the Board or when the teacher starts a new assignment. An application must be submitted no later than sixty (60) school days after the start of the new assignment to the Director of Education or designate. A response shall be made by the Board within ten (10) school days.
- 5.03.4 Particular work experience may be considered only once in support of an application for recognition.
- 5.03.5 Related work experience shall not entitle the teacher to pierce the maximum of the salary category.
- 5.03.6 Application for recognition, with supporting documents, shall be submitted in writing to the Director of Education or designate.
- 5.03.7 Related work experience shall be granted based upon criteria jointly established by a committee comprised of Board and Local Teacher Bargaining Unit representatives.
- 5.04 Application for Grid Placement Change
- 5.04.1 Except as otherwise specifically provided for in the terms of this Collective Agreement, the annual salary of each teacher shall be determined in accordance with Article 10.
- 5.04.2 A teacher who has met all the conditions for higher certification shall be entitled to retroactive pay as of September 1<sup>st</sup> providing the teacher submits to the Board the QECO Statement of Evaluation by 4:30 p.m. on December 31<sup>st</sup> for courses completed before September 1<sup>st</sup> of that calendar year.

- 5.04.3 A teacher who has met all the conditions for higher certification shall be entitled to retroactive pay as of January 1<sup>st</sup> providing the teacher submits the QECO Statement of Evaluation to the Board by 4:30 p.m. on the last Board Office school day in June, for courses completed between September 1<sup>st</sup> and December 31<sup>st</sup> of that school year.
- 5.04.4 In the event that a new Statement of Evaluation has been applied for, but not yet received by the teacher, a copy of all necessary documents, together with a Priority Post receipt indicating that the information has been forwarded to QECO, shall be accepted by the Board as evidence of application.
- 5.04.5 It is understood that such evidence of application must be received by the Board as per the dates in clauses 5.04.2 and 5.04.3. The teacher will, upon its receipt, submit the new Statement of Evaluation to the Board. The teacher shall then be entitled to receive retroactive pay as outlined in clauses 5.04.2 and 5.04.3.
- 5.04.6 (a) If a teacher fails to meet the dates in clauses 5.04.2 and 5.04.3 the teacher will be paid at the new rate as of the date of receipt of the new Statement of Evaluation by the Human Resources Department.
- (b) Upon request, the Board will provide the teacher with a confirmation of receipt of the new Statement of Evaluation.

#### 5.05 Board Required Courses

- 5.05.1 Where a teacher is required by the Board to take a course the Board shall:
- (a) pay the full costs of tuition for the course; and
- (b) pay for or provide any books required for the course which are approved by the Board in advance, provided the teacher successfully passes the course, unless there is a reason satisfactory to the Board for not doing so.
- 5.05.2 Any books paid for by the Board shall remain the property of the Board.
- 5.05.3 The requirement of the Board to pay does not apply to courses which the teacher chooses to take to upgrade the teacher's qualification for purposes of promotion or otherwise.

### **Article 6: TRAVEL ALLOWANCE**

#### 6.01 Definition

- 6.01.1 For the purpose of this article "home location" shall mean the first school at which a teacher conducts classes in the morning of the school day.
- 6.01.2 A teacher shall be paid mileage between the teacher's home location and each place to which the teacher must travel to conduct the teacher's duties.
- 6.01.3 A teacher shall not be paid return mileage, unless return to home location is necessary for completion of the teacher's duties.

- 6.02 A teacher may claim mileage to and from the Board Office, if the teacher's attendance is requested by the Board.
- 6.03 Teachers required to travel shall be paid mileage monthly.
- 6.04 For reimbursement at the end of the month, these bills shall be submitted by the 15th of the following month.
- 6.05 Travel allowance shall be paid at the rate of \$0.40 per kilometre or as per Board policy, whichever is higher.
- 6.06 Travel allowance of not less than \$15.00 per month (ten (10) month basis) shall be paid to teachers who qualify to claim mileage.

## **Article 7: BENEFITS**

Preamble: Teachers should read the Benefits Handbook to check out restrictions on some benefits. It is the responsibility of each teacher to make themselves familiar with the provisions included in the Benefits Handbook, which are summarized in the Letter of Understanding #1.

### 7.01 Extended Health Care Plan

7.01.1 The Board shall provide an extended health care plan that includes, but is not limited to:

- (a) the provision of semi-private coverage;
- (b) optical coverage up to three hundred (300) dollars per two (2) years per adult family member; and up to one hundred and fifty (150) dollars yearly per child;
- (c) group life insurance at three (3) times salary;
- (d) utilization of generic drugs unless a physician indicates that there are to be no substitutions;
- (e) voluntary use of mail order pharmacy for maintenance medications;
- (f) co-ordination of benefits;
- (g) positive enrollment.

### 7.02 Dental Plan

7.02.1 The Board shall provide a dental plan that includes, but is not limited to:

- (a) dental recall examination period for adults shall be nine (9) months;
- (b) a dental plan (preventive, denture) with orthodontal coverage paying fifty (50) percent of fees up to a maximum of two thousand and five hundred dollars (\$2,500);

7.03 The Board shall contribute one hundred (100) percent of the premiums for the above benefits.

#### 7.04 Survivor Benefits

Upon the death of a teacher, said teacher's dependents' health and dental insurance is extended without premium payment, for Extended Health and Dental under the terms of the insurance policy.

#### 7.05 Change in Carrier

The Board may at any time change the carrier of any benefit plan outlined above, upon prior notice to the Secondary Local Teacher Bargaining Unit and provided that there is no diminution of the coverage or convenience in the method of payment.

#### 7.06 Long Term Disability Plan

- 7.06.1 In addition to the Benefit Plans, the Board shall make available to the teachers a Long Term Disability Plan of Insurance (the "LTD Plan"). The LTD Plan shall pay to a qualified teacher a maximum amount equivalent to sixty (60) percent of that teacher's salary plus the Teachers' Pension Plan, and Canada Pension Plan Contributions.
- 7.06.2 The teachers shall contribute one hundred (100) percent of the premium for the LTD Plan. The Teachers reserve the right to change the LTD benefit carrier with sixty (60) days notice to the Board and to alter the terms of the plan where deemed necessary by the Teachers.
- 7.06.3 It is understood that a change in carrier and terms of the LTD Plan will not occur without the same change for the coverage for the elementary teachers.
- 7.06.4 Teachers on long term disability shall continue to receive their benefits as long as they remain on the LTD Plan.
- 7.06.5 Any teacher currently enrolled in the LTD Plan must remain enrolled in the Plan while employed by the Board.
- 7.06.6 The LTD Plan shall be compulsory for all new teachers employed by the Board effective September 1, 1998, and for all teachers who are currently enrolled in the LTD Plan.

#### 7.07 Employment Insurance Rebate

- 7.07.1 Effective September 1, 1998, the Employment Insurance (EI) rebate of each teacher shall be retained by the Board to offset benefit costs.
- 7.07.2 For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

#### 7.08 Benefits for Teachers on Parenting Leave

The Board shall continue to contribute the current premiums for the employee benefits as per Article 7 while an employee is absent on a statutory Parenting Leave under the terms of the *Employment Standards Act*.



## 7.09 Workplace Safety and Insurance Benefits

- 7.09.1 The Board agrees that there will be no reduction in any employment benefit including, but not limited to, seniority, and/or sick leave credits and health benefits, due to absence because of workplace sickness or injury for which the teacher is in receipt of workplace compensation benefits.
- 7.09.2 The Board shall provide the Local Bargaining Unit with notice that the teacher has applied to the Workplace Safety and Insurance Board (WSIB).
- 7.09.3 The Board agrees that a teacher who is eligible and in receipt of workplace compensation benefits may elect to utilize any cumulative sick leave credit in order to maintain one hundred percent (100%) of their usual wages from the day the accident occurred, for the duration of the teacher's absence from work, or until the expiration of the accumulative sick leave.
- 7.09.4 Where a teacher elects to utilize accumulated sick leave and such teacher is in receipt of workers' compensation benefits as determined by the WSIB, such payments shall be directed to the Board.
- 7.09.5 Notwithstanding the teacher's eligibility to workers' compensation benefits, the teacher may elect to forgo any claim to workers' compensation and shall have full access to sick leave as determined by the Collective Agreement.

## 7.10 Supplemental Employment Benefit Plan

- 7.10.1 Pregnancy/Parental Leave shall be without pay except that the Board shall compensate the teacher through a Supplemental Employment Benefit (SEB) Plan for the two-week waiting period.
- 7.10.2 Such benefit shall be equal to the Employment Insurance (EI) that would be payable to the teacher during each week of the seventeen week benefit period.
- 7.10.3 The teacher must apply for the EI benefit and provide proof that the waiting period was served before the SEB payment becomes payable.
- 7.10.4 A teacher who is disqualified or disentitled from receiving Employment Insurance Benefits is ineligible for Supplemental Employment Benefits.
- 7.10.5 A teacher has no vested right to payments under the plan except during a period of unemployment as specified in this clause.

## 7.11 Benefits for Retired Teachers

- 7.11.1 Subject to continuing eligibility requirements, a teacher retiring pursuant to the Teacher' Pension Plan (with payments commencing within two (2) months of retirement) or a teacher retiring from teaching with at least a seventy-five (75) factor (age plus years of teaching) may continue to participate in the Health Care Plan, Group Life Insurance (three times salary at time of retirement to a maximum of \$100,000) and the Dental Plan, all of which may be amended by the Board and the Association, from time to time, until the teacher reaches age sixty-five (65).

- 7.11.2 The benefit premium costs for such retired teachers shall be fully paid by the retiree.
- 7.11.3 For teachers retiring on or before August 30, 2005, the family rate and the single rate shall be the same as for an active member.
- 7.11.4 For teachers retiring on or after August 31, 2005, rates for the period September 1, 2005 to August 31, 2007 shall be:
  - (a) family rate: active member family rate plus fifty dollars (\$50) per month
  - (b) single rate: active member single rate plus twenty-five dollars (\$25) per month
- 7.11.5 Subject to clause 7.11.4, teachers retiring on or after August 31, 2005, shall pay the full cost of benefits. A joint committee comprised of three representatives of the Board and three representatives of OECTA will develop a revised retiree benefit plan and/or an alternative funding mechanism(s) for the plan to be effective September 1, 2007. On and after September 1, 2007, the Board shall continue to administer benefits for retirees but the Board shall not contribute to the costs of such benefits.

## **Article 8: LEAVE PLANS**

### **8.01 Replacement of Teachers on Leave**

The Board shall hire a teacher to the bargaining unit in the following circumstances:

- (a) a leave of absence is granted by the Board in accordance with the Collective Agreement, and
- (b) such leave is for one or more complete school years, and
- (c) a replacement teacher is required for the teacher on the approved leave of absence.

### **8.02 Cumulative Sick Leave**

- 8.02.1 The Board shall, on September 1<sup>st</sup> of each year, credit each teacher with twenty (20) days sick leave.
- 8.02.2 In calculating the number of sick leave credits for a teacher in any year, the Board shall first deduct credits from the twenty (20) days referred to in clause 8.02.1 and then from any sick leave accumulated from previous years.
- 8.02.3 On June 30<sup>th</sup> of each year, the number of unused sick leave credits referred to in clause 8.02.1 shall be added to the accumulated sick leave credits, provided that the accumulation shall not exceed two hundred and twenty-five (225) days.
- 8.02.4 A statement indicating the number of unused sick leave credits shall be sent to each teacher by September 15<sup>th</sup> of each year.

- 8.02.5 A teacher newly hired by the Board, who was previously employed by another board which had a cumulative sick leave plan, shall be entitled to transfer sick leave credits to a maximum of 225 days, provided that there has been no intervening employment.
- 8.02.6 For the year in which a teacher commences employment after September 1, the sick leave of twenty (20) days shall be prorated on the basis of twenty (20) days leave to one year employment as a teacher; i.e. two (2) days per month.
- 8.03 Bereavement Leave
- 8.03.1 A teacher shall be granted up to five (5) days leave of absence from duty, with no loss of pay or deduction from sick leave, for the death of an immediate member of the family. Family shall be defined as spouse, father, mother, child(ren), sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, spouses of children, grandparents and grandchildren.
- 8.03.2 A teacher shall be granted up to two (2) days for bereavements involving relatives or close friends not included in clause 8.03.1 above. Such leave shall be without loss of pay and with deduction from sick leave credits.
- 8.03.3 The Director of Education or designate may grant an extension of such bereavement leaves without loss of pay or sick leave credits, upon request by a teacher.
- 8.04 Jury Duty, Subpoena, Court Appearances, Quarantine
- 8.04.1 A teacher shall be granted a leave of absence without loss of pay or deduction from sick leave credits, where the teacher is required to serve on a jury or where the teacher is subpoenaed to appear as a witness in court, in a case where the teacher is not the defendant.
- 8.04.2 A teacher shall be granted a leave of absence without loss of pay or deduction from sick leave credits, when required to attend court in a matter arising out of an incident which occurred during the course and within the scope of the teacher's employment, either as an accused person or as a party to a civil action.
- 8.04.3 A teacher shall be granted leave of absence without loss of pay or deduction from sick leave credits, where the absence is due to quarantine by order of the medical officer of health or similar authority.
- 8.05 Professional Development, Conferences and Examinations
- 8.05.1 A teacher shall be granted a one day leave of absence without loss of pay, but with deduction from sick leave credits, to write an examination if such examination occurs during the school day.
- 8.05.2 A teacher shall be granted a one day leave of absence without loss of pay, but with deduction from sick leave credit, for attendance at the graduation ceremonies of oneself, one's children or one's spouse.
- 8.05.3 A teacher shall be granted a leave of absence without loss of pay or deduction of sick leave credits, to attend conferences or professional development activities approved by the Board or the principal.

## 8.06 Compassionate Leave

8.06.1 A teacher shall be granted a leave of absence without loss of pay, but with deduction from sick leave credit, in crisis situations, which include, but are not limited to, the hospitalization of family members, fire, or violence within the home.

8.06.2 Crisis shall be interpreted to mean a time of grave danger.

## 8.07 Personal Leave Days

8.07.1 A teacher shall be entitled to a maximum of up to ten (10) half-days leave of absence for personal reasons. Such days may be taken in whole or in part.

8.07.2 Such days shall be subject to the approval of the Director of Education or designate. Notice shall be provided to the principal, where appropriate.

8.07.3 Such days shall be without loss of pay, but with deduction from sick leave credits.

## 8.08 Parenting Leaves

### 8.08.1 Definition

Parenting leaves shall mean pregnancy leaves, parental and adoption leaves as defined by the *Employment Standards Act*. A teacher on statutory pregnancy/parental leave as provided in the *Employment Standards Act* shall not lose any service on the salary grid during that period. This provision does not apply to an extended leave pursuant to clause 8.08.3 of this Collective Agreement.

8.08.2 Notification of intention to request a leave of absence should be given two (2) months before the intended leave to give the Board ample time to obtain a replacement.

8.08.3 The leave shall be extended beyond that provision pursuant to the *Employment Standards Act* either:

(a) until the end of the semester in which the parental leave ends;

or

(b) until the end of any successive semester which follows the semester in which the parental leave ends, to a maximum of four (4) full successive semesters;

as requested by the affected teacher, provided that the request for the leave shall be in writing and submitted to the Board no later than two (2) months before the commencement of the extended leave pursuant to this clause.

### 8.08.4 Part time Parenting Leave

Part time parenting leaves may be granted by the Director of Education or designate. Such leaves shall not be unreasonably withheld. The leave shall be extended beyond that provided pursuant to the *Employment Standards Act* either:

(a) until the end of the semester in which the parental leave ends;

or

(b) until the end of any successive semester which follows the semester in which the parental leave ends, to a maximum of four (4) full successive semesters; as requested by the affected teacher provided that the request for the leave shall be in writing and submitted to the Board no later than two (2) months before the commencement of the extended leave pursuant to this clause.

8.08.5 A teacher returning from a part time extended parenting leave shall, upon the teacher's request, return to a full-time teaching position as of the first teaching day in any of the subsequent school years.

8.08.6 A teacher on extended parenting leave as outlined in clause 8.08.3(a) and clause 8.08.3(b) shall be entitled to purchase benefits through the Board.

8.08.7 Extending Leave

A teacher may request that a parenting leave be extended for a period of time which would conclude at a date other than specified in clause 8.08.3(a). Such a request may be granted at the discretion of the Director of Education or designate.

8.08.8 All teachers are eligible for parenting leave.

8.08.9 The Board shall continue to pay its share of benefits up to the maximum of the statutory leave(s) plus any time period which carries the leave to the end of a term or semester.

8.09 Parental Leave

8.09.1 A two (2) day leave of absence without loss of pay or deduction from sick leave shall be granted to the teacher for the birth or adoption of the teacher's child.

8.09.2 If the teacher accesses parental leave under clause 8.08, such teacher shall not qualify for leave under this clause.

8.10 Leaves of Absence Without Pay

8.10.1 A teacher may apply for a full or part-time leave of absence for a maximum of two school years, subject to the approval of the Board.

8.10.2 Such leaves may be renewable.

8.10.3 Seniority shall continue to accrue during such leaves of absence. Such leaves shall not be considered experience on the salary grid unless a teacher has experience recognized in accordance with clause 5.03.

8.10.4 A teacher may participate in the Benefit Plan, in accordance with Article 7, provided that the teacher pays the pro-rated share of the premium costs.

8.10.5 In the event of unforeseen circumstances, a teacher may, upon request to the Director of Education or designate, return to active duty upon two weeks notice to the Board.

- 8.10.6 For the purposes of clause 8.10, a secondment shall be defined as a leave of absence from the Board to a loan of employment with the Department of National Defence.
- 8.10.7 Notwithstanding the above, a teacher may be granted a leave of absence with loss of pay and with no deduction from sick leave credits for a shorter duration of time.
- 8.10.8 Such leave shall be at the discretion of the Director of Education or designate.
- 8.10.9 Requests for such leave shall be accompanied by reasons which shall be stated at the time of the request.

#### 8.11 Public Office

- 8.11.1 Subject to prior arrangements with the Director of Education or designate and the availability of a suitable teacher to replace the teacher involved, the Board shall grant an unpaid leave of absence to a teacher for the purpose of campaigning for or serving for the first term as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality.
- 8.11.2 Such leave may be renewable, but seniority shall only accrue for the initial period of time.

#### 8.12 Teacher Funded Leave

##### 8.12.1 Eligibility

All teachers who have at least three (3) years seniority with the Board are eligible to apply to participate in the Plan.

##### 8.12.2 Application

A teacher must make a written request to the Director of Education or designate, prior to January 31<sup>st</sup> to participate in the Plan, commencing September of that year. Any teacher requesting a leave shall be granted such a leave.

##### 8.12.3 Plan and Payment Formula

###### (a) Three Over Four

During each of the first three (3) years (or semesters) of the Plan, teachers shall receive seventy-five (75) percent of their annual salary. The remaining twenty-five (25) percent of salary shall be held in trust by the Board for the teacher in a mutually agreed upon type of account. The twenty-five (25) percent of salary for each of the three (3) years, plus accrued interest, shall be paid to the teacher in the leave year of the Plan.

or

(b) Four Over Five

During any four (4) years (or semesters) of the Plan, teachers shall receive eighty (80) percent of their annual salary. The remaining twenty (20) percent of salary shall be held in trust by the Board for the teacher in a mutually agreed upon type of account. The twenty (20) percent of salary for each of the four years (or semesters), plus all accrued interest, shall be paid to the teacher in the leave year (or semester) of the Plan.

or

(c) Any other mutually agreeable arrangement.

8.12.4 Payments shall be made on the regular schedule - twenty-six (26) pays annually, or in two lump sum payments-forty (40) percent in September and sixty (60) percent in January. The method of payment (regular or lump sum payments) shall be by teacher choice for clause 8.12.3 (a) and 8.12.3 (b) and by mutual agreement for clause 8.12.3 (c).

8.12.5 Benefits

The teacher on leave shall, subject to continuing eligibility, be responsible for benefit plans in Article 7 unless the teacher elects in writing not to continue to participate in the said plan or plans while on leave, and the said plan or plans permit such withdrawal.

8.12.6 Return from Leave

Upon return from the leave, the teacher shall be reinstated in a position at least equivalent to the one which the teacher held immediately prior to the leave. If the said position no longer exists, the teacher placement shall be governed by the appropriate terms of the Collective Agreement.

8.12.7 Sick Leave Credits

Sick leave credits shall not accumulate during the time spent on leave.

8.12.8 Pension

Superannuation deductions are to be continued at a rate provided by the *Teachers' Pension Act*.

8.12.9 Withdrawal from Plan

A teacher may withdraw from the Plan any time prior to March 1<sup>st</sup> of the calendar year in which the leave of absence is to begin. Upon withdrawal, any monies accumulated, plus accrued interest, shall be repaid to the teacher within sixty (60) days of notification of the teacher's desire to leave the plan.

8.12.10 Year of Deferral

(a) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the leave by one year. If a deferral is necessary, the teacher shall be notified prior to December 31<sup>st</sup> of the calendar year in which the leave was to take place. If a deferral is necessary, the teacher may choose to remain in the Plan, and any monies accumulated by the teacher shall be retained until the leave of absence.

(b) In the event the teacher is, for personal reasons, unable to take the leave, the teacher may defer such leave for one (1) year. No deduction shall be made during the year of deferral.

8.12.11 Should a teacher die while participating in the Plan, any monies accumulated, plus the accrued interest, shall be paid to the teacher's estate.

8.12.12 The Board and the Brant Secondary Local Teacher Bargaining Unit of OECTA assume no responsibility for any consequences arising out of this Plan relative to effects on Teachers' Superannuation provisions, income tax arrangements, Employment Insurance (EI), the Canada Pension Plan (CPP), or any other liabilities incurred by a teacher as a result of participation in this Plan. The participating teacher shall be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may arise out of, or by reason of, deductions made or payments made in accordance with this Teacher Funded Leave provision.

### 8.13 Association Leaves

8.13.1 Upon written request, the Board shall grant a maximum of two (2) full-time leaves of absence from educational duties for the elected Union Representatives of the Brant Haldimand Norfolk OECTA Unit. Leaves to commence at the start of the semester one shall be requested by June 1 of the same year. Leaves to commence at the start of semester two shall be requested by January 1 of that year.

8.13.2 Such leaves shall be granted without loss of experience, seniority or sick leave credits.

8.13.3 All salary and benefits shall be paid by the Board during the leave in a manner consistent with the Collective Agreement and the constitutions, by-laws, policies, and procedures of the Local Unit.

8.13.4 The Association shall reimburse the Board for one hundred per cent (100%) of these costs.

8.13.5 In the event that the leave is less than full-time, the elected Union Representative shall be granted leave on an alternate plan, mutually agreed on by the Superintendent of Education and the Association.

8.13.6 The teacher(s) shall return to the position previously held within the school system, or to a similar position if mutually agreed between the teacher(s) and the Board, subject to the provisions of the Collective Agreement, upon the completion of the Association Leave.

### 8.13.7 Interim Union Representation

(a) In the event that the Union Representative is unable to perform the required 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 Association may appoint another teacher as Interim Union Representative until the former Union Representative is fit to return to his or her duties as Union Representative or until the end of the school year, whichever first occurs.



(b) Upon the request of the Association, the Board shall grant a leave to the teacher named by the Association as the official Union Representative during the period of the appointment in clause 8.13.7 (a).

8.13.8 The Association agrees to indemnify the Board from any Workplace Compensation liability which may accrue to it resulting from an injury to the Union Representative while on the leave.

8.13.9 The elected Union Representative or designate as per clause 8.13.1 and clause 8.13.7 shall be permitted to transact business of the Association with members on Board property, provided such business does not interrupt normal operations.

#### 8.13.10 Provincial Office

Subject to prior arrangements with the Director of Education or designate and the availability of a suitable teacher to replace the teacher involved, the Board shall grant an unpaid leave of absence for a maximum of two (2) school years to a teacher who holds an office requiring duty with the Association at the provincial level. Such leave may be renewable, but seniority shall only accrue for the initial period of leave.

#### 8.14 Other Association Leaves

8.14.1 Upon written request of the Association to the Director of Education or designate, the Board shall release teachers to attend to the business of the Association, to a maximum of thirty (30) days, excluding negotiations, in any school year.

8.14.2 The Association shall provide the Board with a minimum of three (3) days notice of the required release date.

8.14.3 Such leaves shall not exceed two (2) consecutive school days unless mutually agreed upon between the Association and the Director of Education or designate.

8.14.4 The Association shall reimburse the Board at the occasional teacher daily rate, where applicable, when such teachers are released.

8.14.5 Such leaves shall be granted without loss of experience, seniority or sick leave credits.

#### 8.14.6 Negotiation Committee

Upon request of the Association to the Director of Education or designate, the Board shall release members of the Local Teacher Bargaining Unit's Negotiation Committee for a maximum of three (3) days per school year. Such release time shall be taken only during the negotiating period prior to the expiry of the Collective Agreement between the Teachers and the Board. There shall be no loss of pay or sick leave credits by the person or persons using such release time.

#### 8.15 School Association Representatives

8.15.1 The Board recognizes the appointment or the election by the teachers of one or more Association representative(s) at each school or worksite.

- 8.15.2 The Association shall forward such a list of Association representatives to the Board by September 15<sup>th</sup> of each year.
- 8.15.3 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.
- 8.15.4 The Board shall maintain the current practises with respect to meeting rooms and internal communication services.
- 8.15.5 If the Board or school administration intends to hold a meeting with a teacher which may result in discipline, the Board or school administration shall advise the teacher as to the nature of the meeting. At any such meeting the teacher shall be entitled to Association representation.
- 8.15.6 In the event that the meeting is scheduled during the instructional day, neither the Association representative nor the teacher shall suffer a loss of pay as a result of the meeting.
- 8.15.7 The Board and school administration shall advise the parties as early as possible regarding such meeting.

#### 8.16 Association Representatives

- 8.16.1 The Association shall forward a list of the unit officers to the Board by September 1<sup>st</sup> of each year.
- 8.16.2 The Board shall provide the Association with a list of the appropriate personnel with whom the Association may be required to transact business.

#### 8.17 Inclement Weather

- 8.17.1 During inclement weather conditions the following shall apply:
  - (a) a teacher is expected to make a reasonable effort to reach his/her normal place of employment using safety and common sense as the guiding criteria; and
  - (b) if reaching the normal place of employment is not possible, a teacher shall report the absence to the principal or supervisor; and
  - (c) the teacher shall not suffer a loss of sick leave credits as a result of the absence.

#### 8.18 Compassionate Care Leave

The Board shall provide access to Compassionate Care Leave as per the Employment Insurance Act and the Employment Standards Act .

## **Article 9: FEES**

### 9.01 OECTA Fees

- 9.01.1 OECTA fees shall be deducted in the following manner: 1/20th of the annual fees from each of the first twenty (20) pays beginning with the full pay period for each school year.
- 9.01.2 The Board shall forward the membership fees on a monthly basis to the Provincial Office of OECTA or another organization if so requested by the Association.
- 9.01.3 The payment shall be accompanied by a list showing the names and dues deducted for each teacher.
- 9.01.4 Unit Levy
  - (a) The Board shall deduct from each teacher a levy, from each of the twenty-six (26) pays as requested by the Association. The funds shall be remitted to the appropriate local OECTA Unit.
  - (b) The Association shall submit the list of all teachers who shall be included in this deduction prior to September 1<sup>st</sup> of each year. Any additional names shall be forwarded to the Board at the earliest possible time.
- 9.01.5 The Unit shall notify the Board of the amount of the levy that is to be deducted, by August 1<sup>st</sup> of each year.
- 9.01.6 The Association and the local unit agree to indemnify and save the Board harmless against any claim or demand that may arise from the deduction of the OECTA fee and unit levy.

### 9.02 College of Teachers' Fee

- 9.02.1 The Board shall deduct from the pay of each teacher in its employ, the annual membership fee for the College of Teachers, and remit such fee to the College.
- 9.02.2 The College of Teachers' fee shall be deducted in two (2) equal installments in the month of January.
- 9.02.3 In the event that the College of Teachers fee increases substantively, the Board and the Association agree to increase the number of equal deductions.

## **Article 10: COMPENSATION**

### 10.01 Salary Schedule

#### 10.01.1 Payment Periods

Each teacher shall be paid on a Direct Deposit System. Payments shall be deposited directly into each teacher's personal account in the financial institution of each teacher's choice. Payment shall be made in twenty-six (26) equal installments commencing on the second Thursday of September and each second Thursday thereafter. Should a pay day fall on a holiday, payment shall be made on the regular business day preceding the holiday.

#### 10.01.2 Salary Grid Change

The first pay for a teacher during a pay period when salary grids change for that teacher shall be a blended payment based on the actual number of days worked under the old salary grid and actual number of days worked under the new salary grid.

10.01.3 Where a teacher is hired after the start of the school year, such teacher shall be paid salary in the proportion that the total number of school days bears to the total number of days which said teacher is employed in that school year.

10.01.4 Teachers shall be issued an itemized account for all retroactive payments, level and category changes, and any non-statutory changes which are made to the salary payments.

10.01.5 Each teacher shall be issued a statement confirming annual salary, years of experience and category classification (QECO rating) no later than September 30<sup>th</sup> of each year.

#### 10.01.6 Position of Responsibility

No teacher appointed to a position of responsibility shall receive less than the salary (basic salary plus allowance) the teacher was receiving upon appointment. Such teacher shall receive the greater salary until the salary of the new position surpasses that received.

#### 10.01.7 Grid Placement

Each teacher shall be paid according to the Salary Grid and at the appropriate rate according to the provisions of Article 5.

#### 10.01.8 Daily Rate of Pay

The teacher's daily rate of pay shall be the annual salary divided by 194.

## 10.02 Teachers' Salary Grid

10.02.1 Effective August 31, 2004 the teachers' salary grid shall be adjusted as follows:

	<b>A0</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	32,567	35,400	37,062	39,784	42,625
<b>1</b>	34,797	37,822	39,682	42,884	45,961
<b>2</b>	37,025	40,245	42,302	45,985	49,300
<b>3</b>	39,253	42,666	44,920	49,085	52,637
<b>4</b>	41,482	45,090	47,541	52,186	55,974
<b>5</b>	43,712	47,511	50,160	55,285	59,313
<b>6</b>	45,939	49,934	52,779	58,386	62,649
<b>7</b>	48,167	52,356	55,399	61,486	65,988
<b>8</b>	50,397	54,780	58,017	64,587	69,324
<b>9</b>	52,625	57,201	60,638	67,687	72,664
<b>10</b>	54,854	59,624	63,257	70,788	76,000

10.02.2 Effective September 1, 2004, the teachers' salary grid shall be increased 2% over the previous grid as follows:

	<b>A0</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	33,218	36,108	37,803	40,580	43,478
<b>1</b>	35,493	38,578	40,476	43,742	46,880
<b>2</b>	37,766	41,050	43,148	46,905	50,286
<b>3</b>	40,038	43,519	45,818	50,067	53,690
<b>4</b>	42,312	45,992	48,492	53,230	57,093
<b>5</b>	44,586	48,461	51,163	56,391	60,499
<b>6</b>	46,858	50,933	53,835	59,554	63,902
<b>7</b>	49,130	53,403	56,507	62,716	67,308
<b>8</b>	51,405	55,876	59,177	65,879	70,710
<b>9</b>	53,678	58,345	61,851	69,041	74,117
<b>10</b>	55,951	60,816	64,522	72,204	77,520

10.02.3 Effective September 1, 2005, the teachers' salary grid shall be increased 2% over the previous grid as follows:

	<b>A0</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	33,882	36,830	38,559	41,392	44,348
<b>1</b>	36,203	39,350	41,286	44,617	47,818
<b>2</b>	38,521	41,871	44,011	47,843	51,292
<b>3</b>	40,839	44,389	46,734	51,068	54,764
<b>4</b>	43,158	46,912	49,462	54,295	58,235
<b>5</b>	45,478	49,430	52,186	57,519	61,709
<b>6</b>	47,795	51,952	54,912	60,745	65,180
<b>7</b>	50,113	54,471	57,637	63,970	68,654
<b>8</b>	52,433	56,994	60,361	67,197	72,124
<b>9</b>	54,752	59,512	63,088	70,422	75,599
<b>10</b>	57,070	62,032	65,812	73,648	79,070

10.02.4 Effective September 1, 2006, the teachers' salary grid shall be increased 2.5% over the previous grid as follows:

	<b>A0</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	34,729	37,751	39,523	42,426	45,456
<b>1</b>	37,108	40,333	42,318	45,732	49,013
<b>2</b>	39,484	42,918	45,111	49,039	52,574
<b>3</b>	41,860	45,499	47,903	52,345	56,133
<b>4</b>	44,237	48,085	50,698	55,652	59,691
<b>5</b>	46,615	50,666	53,491	58,957	63,252
<b>6</b>	48,990	53,250	56,284	62,264	66,810
<b>7</b>	51,365	55,833	59,078	65,570	70,371
<b>8</b>	53,744	58,418	61,870	68,876	73,927
<b>9</b>	56,120	61,000	64,665	72,182	77,489
<b>10</b>	58,497	63,583	67,458	75,489	81,047

10.02.5 Effective September 1, 2007, the teachers' salary grid shall be increased 3% over the previous grid as follows:

	<b>A0</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	35,771	38,884	40,709	43,699	46,820
<b>1</b>	38,221	41,543	43,588	47,104	50,483
<b>2</b>	40,669	44,206	46,464	50,510	54,151
<b>3</b>	43,116	46,864	49,340	53,915	57,817
<b>4</b>	45,564	49,528	52,219	57,322	61,482
<b>5</b>	48,013	52,186	55,096	60,726	65,150
<b>6</b>	50,460	54,848	57,973	64,132	68,814
<b>7</b>	52,906	57,508	60,850	67,537	72,482
<b>8</b>	55,356	60,171	63,726	70,942	76,145
<b>9</b>	57,804	62,830	66,605	74,347	79,814
<b>10</b>	60,252	65,490	69,482	77,754	83,478

10.02.6 Effective August 31, 2008, the teachers' salary grid shall be increased 0.7% over the previous grid as follows:

	<b>A0</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	36,021	39,156	40,994	44,005	47,148
<b>1</b>	38,489	41,834	43,893	47,434	50,836
<b>2</b>	40,954	44,515	46,789	50,864	54,530
<b>3</b>	43,418	47,192	49,685	54,292	58,222
<b>4</b>	45,883	49,875	52,585	57,723	61,912
<b>5</b>	48,349	52,551	55,482	61,151	65,606
<b>6</b>	50,813	55,232	58,378	64,581	69,296
<b>7</b>	53,276	57,911	61,276	68,010	72,989
<b>8</b>	55,743	60,592	64,172	71,439	76,678
<b>9</b>	58,209	63,270	67,071	74,867	80,373
<b>10</b>	60,674	65,948	69,968	78,298	84,062

10.02.7 Cost of Living Allowance (COLA)

The government will provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:

- (a) If the province's tax revenues in the 2005 - 2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005 - 2006 school year is higher than 2.5% then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.

- (b) If the province's tax revenues in the 2006 - 2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006 - 2007 school year is higher than 3% then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

### 10.03 Allowances

#### 10.03.1 Consultants and Co-ordinators

Consultants and co-ordinators shall receive a basic salary at teachers' category plus an allowance of 7.75% of the A4 maximum salary grid.

#### 10.03.2 Department Heads

- (a) Effective August 31, 2004, Department heads shall receive a basic salary at teachers' category plus an allowance of five thousand, one hundred and forty-four dollars (\$5,144).
- (b) Effective September 1, 2004, Department heads shall receive a basic salary at teachers' category plus an allowance of five thousand, two hundred and forty-seven dollars (\$5,247).
- (c) Effective September 1, 2005, Department heads shall receive a basic salary at teachers' category plus an allowance of five thousand, three hundred and fifty-two dollars (\$5,352).
- (d) Effective September 1, 2006, Department heads shall receive a basic salary at teachers' category plus an allowance of five thousand, four hundred and eighty-six dollars (\$5,486).
- (e) Effective September 1, 2007, Department heads shall receive a basic salary at teachers' category plus an allowance of five thousand, six hundred and fifty-one dollars (\$5,651).
- (f) Effective August 31, 2007, Department heads shall receive a basic salary at teachers' category plus an allowance of five thousand, six hundred and ninety-one dollars (\$5,691).

### 10.04 Graduate Degree Allowance

- 10.04.1 The allowance for a graduate degree shall be eight hundred and thirty dollars (\$830.00).
- 10.04.2 Any teacher on staff as of September 1, 1985 who, on that date, holds one or more graduate degrees not used for definition of level, shall receive payment of eight hundred and thirty dollars (\$830.00) for each such degree.
- 10.04.3 Teachers on staff on January 1, 1986 who are not enrolled in a graduate degree programme shall not be eligible to receive an allowance for more than one (1) degree.
- 10.04.4 Where a graduate degree has been conferred prior to June 30<sup>th</sup> of any school year for courses completed prior to September 1<sup>st</sup> of that school year and evidence of the conferral is presented to the Board by the same June 30<sup>th</sup>, the allowance shall be recognized retroactive to the same September 1<sup>st</sup>.



10.04.5 Where a graduate degree has been conferred prior to June 30<sup>th</sup> of any school year for courses completed after September 1<sup>st</sup> and prior to December 31<sup>st</sup> of that school year and evidence of that conferral is presented to the Board by the same June 30<sup>th</sup>, the allowance shall be recognized retroactive to the prior January 1<sup>st</sup>.

## **Article 11: JUST CAUSE**

11.01 No teacher shall be disciplined (including disciplinary transfer), suspended, demoted, or dismissed without just cause.

11.02 Disciplinary Procedures

11.02.1 Disciplinary procedures for all teachers, either written or verbal, shall be conducted in a professional manner.

11.02.2 The Board shall state the reason(s) for the disciplinary actions.

11.03 Termination

11.03.1 The Board shall provide a teacher with ten (10) school days written notice of termination of employment.

11.03.2 Such notice shall state the reason(s) for termination.

11.03.3 Such notice shall be sent to the teacher's last known address or via hand delivery by the supervisory officer to the teacher.

## **Article 12: GRIEVANCE PROCEDURE**

12.01 Preamble

It is the mutual desire of the Board and the Local Bargaining Unit that all grievances be settled as fairly and as promptly as possible.

12.01.1 Time Limits

The time limits in this Article are mandatory except as noted in Article 12.

12.01.2 Definition

A grievance shall be defined as a difference between the parties relating to the interpretation, application, administration, or alleged contravention of the Collective Agreement, including a question as to whether the matter is arbitrable.

12.01.3 A grievance may be brought by a teacher, a group of teachers, the Local Bargaining Unit or the Board.

12.01.4 The grievor shall be accompanied at all steps of the grievance by a representative appointed by the Local Bargaining Unit executive.

#### 12.01.5 Complaint

Any teachers who feel they may have a grievance according to Article 12 shall, where it is appropriate with respect to the matter which is the subject of the grievance, first discuss this complaint with their principal and a representative appointed by the Local Bargaining Unit executive. Teachers not directly responsible to a principal shall proceed to Step One.

12.01.6 Failing resolution following discussions as per Article 12.01.5, the complaint may then be grieved in the following manner:

#### 12.02 Step One

12.02.1 A grievance shall be submitted in concise written form to the Director of Education or designate, or in the event of a grievance by the Board, to the Local Bargaining Unit representative within twelve (12) school days of the grievor becoming aware of the circumstances giving rise to the grievance. The written submission shall include the circumstances giving rise to the grievance, the clause or clauses of the Collective Agreement which are alleged to have been breached, and the remedy sought.

12.02.2 A meeting shall be held between the grievor and the Director of Education or designate within five (5) school days from the receipt of the grievance.

12.02.3 The Director of Education or designate shall have five (5) school days from the meeting in which to make a written reply.

12.02.4 If the parties fail to meet in the time permitted for the meeting or failing settlement following the meeting and the time permitted for a reply, the matter may be processed to Step Two.

#### 12.03 Step Two

12.03.1 A meeting shall be held within five (5) days to attempt to settle the grievance. The grievor may attend the meeting between a representative or representatives appointed by the Local Bargaining Unit executive and a Board representative or representatives.

12.03.2 The Board shall have five (5) school days in which to make a written reply.

12.03.3 If the parties fail to meet in the time permitted for the meeting or failing settlement following the meeting and the time permitted for a reply, the matter may be processed to Step Three.

#### 12.04 Step Three

12.04.1 The grievance may be submitted to arbitration within ten (10) school days of the failure to settle at Step Two.

12.04.2 Any grievance not processed within the time limits specified in this Grievance Procedure or in accordance with the arbitration provisions specified below shall be deemed to have been settled and ineligible for such arbitration.

- 12.04.3 The grievance may be referred to arbitration by the Association or the Board.
- 12.04.4 If the Board or the Association requests that a grievance be submitted for arbitration, such party shall make the request in writing addressed to the other party to this Collective Agreement, and at the same time nominate an arbitrator.
- 12.04.5 Within five (5) school days thereafter, the other party shall nominate an arbitrator and notify the first party.
- 12.04.6 The two arbitrators so nominated shall, within five (5) school days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and chairperson of the Arbitration Board. If they are unable to agree on such a chairperson, they may request that the Ministry of Labour appoint a chairperson. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Ministry of Labour which shall have the power to effect such appointment.
- 12.04.7 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 12.04.8 The Arbitration Board shall not have jurisdiction to amend, modify, ignore or add to any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- 12.04.9 No matter may be submitted to arbitration which has not been properly carried through the Grievance Procedure. Both parties may agree in writing to extend the time limits fixed in both the Grievance and Arbitration Procedures.
- 12.04.10 The decision of the majority of the Arbitration Board will be final and binding upon the parties hereto and if there is no majority decision, the decision of the chair will be final and binding upon the parties thereto.
- 12.04.11 Each of the parties will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the chairperson of the Arbitration Board.
- 12.04.12 The parties may agree, in writing, to the appointment of a sole arbitrator for any grievance. Notwithstanding the process above for selecting the members of a board of arbitration, in the event that the parties agree to a sole arbitrator, the parties shall within (5) school days of the agreement to proceed with a sole arbitrator, attempt to select, by agreement, the arbitrator. If they are unable to agree on such an arbitrator, they may request that the Ministry of Labour appoint the arbitrator.

#### 12.05 Grievance Mediation/Arbitration (OLRA)

As outlined in Section 50 and Section 52 of the *Ontario Labour Relations Act, 1995*, either party, at any time, may agree to refer one or more grievances to a grievance mediation or mediation arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

## 12.06 Expedited Arbitration

- 12.06.1 Notwithstanding the procedure above, either party may request access to Expedited Arbitration under Section 49 of the *Ontario Labour Relations Act*, 1995.
- 12.06.2 A written request may be made after the grievance procedure has been exhausted, or after thirty (30) days have elapsed from the time at which the grievance was first brought to the attention of the other party, whichever occurs first.
- 12.06.3 Despite clause 12.06.2 above, where the grievance is respecting discharge or other termination of employment, a request may be made in writing after the grievance procedure has been exhausted, or after fourteen (14) days have elapsed from the time which the grievance was first brought to the attention of the other party, whichever occurs first.
- 12.06.4 No such request in clause 12.06.2 or clause 12.06.3 above shall be made beyond the time stipulated for referring the grievance for Arbitration.

## 12.07 Local Bargaining Unit Grievances

A grievance brought forward by the Local Bargaining Unit shall be initiated at Step One and processed in the usual manner.

## **Article 13: DENOMINATION**

- 13.01 The provisions of this Collective Agreement shall not be construed as to prejudicially affect the rights and privileges of the Board with respect to the employment of the teacher employed by Roman Catholic Separate School Boards under the *Constitution Act*, 1867.

## **Article 14: CONTINUING EDUCATION**

### 14.01 Definition

- 14.01.1 For the purposes of this Collective Agreement, a Continuing Education Teacher shall be defined as any secondary teacher employed by the Board to teach credit courses which are funded by Continuing Education grants.
- 14.01.2 Continuing Education course or class shall mean a continuing education course or class as defined in the regulations and for which continuing education grants are applied.

### 14.02 Management Rights

Notwithstanding any other provision of this Collective Agreement, including without limiting the generality thereof the recognition clause, the only other provision of this Collective Agreement applicable to Continuing Education Teachers is the Grievance Procedure as it pertains to the alleged violation, misinterpretation or misapplication of clause 14.03.

### 14.03 Rate of Pay

#### 14.03.1 Teacher

- (a) As of August 31, 2004, continuing education teachers shall be paid at the rate of \$33.91 per hour.
- (b) As of September 1, 2004, continuing education teachers shall be paid at the rate of \$34.59 per hour.
- (c) As of September 1, 2005, continuing education teachers shall be paid at the rate of \$35.28 per hour.
- (d) As of September 1, 2006, continuing education teachers shall be paid at the rate of \$36.17 per hour.
- (e) As of September 1, 2007, continuing education teachers shall be paid at the rate of \$37.25 per hour.
- (f) As of August 31, 2008, continuing education teachers shall be paid at the rate of \$37.51 per hour.

#### 14.03.2 Supervisor

The Board shall pay the supervisor who is in charge of Continuing Education the following rate of pay:

##### (a) Summer School

The supervisor shall be paid two thousand dollars and eighty-six dollars (\$2,086).

##### (b) Night School

The supervisor shall be paid two thousand dollars and eighty-six dollars (\$2,086) per semester.

- 14.03.3 If the Board appoints a Night School Supervisor who is a full-time teacher employed by the Board, the teacher shall have his/her teaching load reduced by one credit per semester.

### 14.04 Layoff

- 14.04.1 A Continuing Education Teacher may be laid off where there is insufficient enrolment for the program after the commencement of classes, provided the Board gives the Continuing Education Teacher at least forty-eight (48) hours advance written notice.
- 14.04.2 A Continuing Education Teacher shall be considered to be laid off at the end of the assignment provided there is no other assignment available.

### 14.05 Leave

- 14.05.1 Continuing Education Teachers shall be entitled to Parental, Pregnancy, and Adoption Leave in accordance with the provisions of the *Employment Standards Act*.

- 14.05.2 Continuing Education Teachers shall be entitled to bereavement leave of one day with pay.
- 14.05.3 Continuing Education Teachers shall be granted a Leave of Absence for personal reasons, without pay and without loss of seniority, for a period not to exceed two modules.
- 14.06 Recognition
  - 14.06.1 If a Continuing Education Teacher is employed by the Board as a regular teacher, recognition shall be given for salary and seniority purposes for full secondary credit courses (90 -120 hours).
  - 14.06.2 Fractional credit courses may be accumulated to constitute a full-credit course.
  - 14.06.3 An upgrading credit course shall be counted as one-half (½) of a full credit course.
  - 14.06.4 No teacher shall accrue more than one year of experience for salary purposes.
  - 14.06.5 Recognition of seniority shall be determined in accordance with clause 3.03 of the Collective Agreement.

**Article 15: LIAISON COMMITTEE**

- 15.01 The parties agree that the establishment of a Liaison Committee provides mutual benefit to both the Secondary Bargaining Unit and the employer in maintaining a sound communicative and co-operative relationship.
- 15.02 The Liaison Committee shall consist of three members appointed by the employer and three members appointed by the Secondary Bargaining Unit.
- 15.03 Terms of Reference for the Liaison Committee shall be developed and reviewed annually and take effect once they have been mutually agreed upon.
- 15.04 The Liaison Committee shall meet by September 30th, and every three (3) months thereafter, or as required by the Secondary Bargaining Unit executive or by the employer to discuss matters of common or individual party concerns. Despite the time lines specified previously, a meeting of the Liaison Committee shall be held within two (2) weeks of a request by either party.
- 15.05 Purpose of the Liaison Committee
  - 15.05.1 To make recommendations for the deployment of the new teaching positions funded by the Ontario Government to address the Student Success initiatives outlined by the Ministry of Education and to support other initiatives, courses, and programs designed to support student success.
  - 15.05.2 To examine concerns, problems or issues related to the implementation of the Collective Agreement which may arise from time-to-time.
  - 15.05.3 To consult and make recommendations on any matters of interest to either party.

15.05.4 To consult on issues related to the implementation of Board and Government initiatives that may arise during the currency of the Collective Agreement.

## **LETTER OF UNDERSTANDING #1:**

### **RE: SUMMARY OF EXTENDED HEALTH & DENTAL BENEFITS**

Each teacher should carefully read the Group Benefit Booklet which outlines, in greater detail, the coverage provided under the Extended Health & Dental Plans. The following is a summary of those plans.

#### **1. EXTENDED HEALTH BENEFITS**

- ▶ No deductible, unlimited lifetime maximum
- ▶ 100% reimbursement of all eligible charges
- ▶ The provision of semi-private hospital coverage

##### **Prescription Drugs**

- ▶ No deductible
- ▶ 100% reimbursement of all eligible charges, without deduction for fee guides
- ▶ Generic drugs are to be utilized, unless a physician indicates that there is to be no substitution

##### **Vision Care**

- ▶ No deductible
- ▶ 100% reimbursement to a maximum of \$300.00 per 24 consecutive months for persons 17 years of age and over, and a maximum of \$150.00 per 12 consecutive months for dependent children up to and including age 16

##### **Hearing Aids**

- ▶ No deductible
- ▶ 100% reimbursement to a maximum of \$400.00 per 60 consecutive months

##### **Private Nursing**

- ▶ When certified by the attending physician as being medically necessary, professional home nursing care will be covered to a maximum of \$5,000.00 per calendar year

##### **Ambulance**

- ▶ Licensed ground and air-ambulance services.

##### **Diagnostic Services**

- ▶ Diagnostic services performed at a hospital or licensed medical laboratory will be covered by the plan. Charges for the Prostatic Specific Antigen (P.S.A.) Test will also be covered.

##### **Paramedical**

Payment for the professional services of the following licensed, certified or registered practitioners will be covered as indicated:

- ▶ Registered clinical psychologist limited to a maximum of one visit per day and \$300.00 per calendar year
- ▶ Registered masseurs limited to a maximum of one visit per day and \$300.00 per calendar year, provided that such services are authorized in writing by the attending physician
- ▶ Registered speech pathologists limited to a maximum of \$300.00 per calendar year
- ▶ Naturopath services limited to a maximum of one visit per day and \$300.00 per calendar year
- ▶ Services of a licensed physiotherapist



- ▶ Chiropractor, osteopath, or podiatrist limited to a maximum of one visit per day and \$300.00 per calendar year per practitioner provided that the maximum allowance has been paid by the provincial health plan for the year. Chiropractor x-rays are limited to a maximum of \$55.00 per calendar year. Surgical procedures by a podiatrists are payable up to a maximum of \$200.00 per calendar year.

### **Prosthetic Appliances & Durable Medical Equipment**

- ▶ Coverage is outlined in detail on page 12 of the Benefit Booklet

### **Accidental Dental**

- ▶ Details of the coverage provided are outlined on page 13 of the Benefit Booklet

### **Services Outside the Province**

- ▶ Specific details regarding out of province coverage are outlined on pages 14 - 15 of the Benefit Booklet. Expenses for such coverage will be paid up to a lifetime maximum of \$1,000,000.00 per person. The exceptions to this are early retirees or teachers on a leave of absence of more than three (3) months who are eligible for a maximum of \$50,000.00 per five (5) consecutive years.

## **2. DENTAL BENEFITS**

- ▶ No deductible
- ▶ **Fee Guide** - Current, less one (1) year Ontario Dental Association Fee Guide for General Practitioners, effective February 1st each year.
- ▶ **100% reimbursement** of eligible charges, up to the amount specified in the Fee Guide for the following:
  - Examinations** - complete oral examinations once every two (2) years and recall oral examinations once every nine (9) months for adults\*
  - Consultations** - with patient or a member of the profession
  - Radiographs** - includes complete series intra oral films once every two (2) years, panoramic films once every two (2) years, bitewing films once every 5 months
  - Diagnostic Services** - includes bacteriologic tests, biopsy and cytological tests;
  - Preventative Services** - includes scaling and/or polishing once every six (6) months, {to a maximum of twelve (12) units per year}, preventative recall packages once every nine (9) months\*, fluoride treatments, oral hygiene instruction and re-instruction once every nine (9) months\*, space maintainers and pit & fissure sealants for permanent molar teeth of dependent children up to and including age fifteen (15) {only one replacement sealant per tooth}
  - \*once every six (6) months for dependent children
  - Fillings**
  - Periodontic Services** - includes periodontal surgery, root planing and occlusal equilibration
  - Surgical Services** - includes extractions, surgical incision/excision and frenectomy
  - Anaesthesia**
  - In-Office & Commercial Laboratory Charges** - when applicable to the covered benefits.
- ▶ **60% reimbursement** of eligible charges up to the amount specified in the Fee Guide, for the following:
  - Endodontic Services** - includes root canal therapy, surgical and emergency services

**Complete and/or Partial Dentures** - once every three (3) years

**Major Denture Adjustments**

**Denture Repairs, Minor Adjustments** {after 3 months from insertion, once every thirty-six (36) months}

**Restorative Services** includes post/core, crowns, inlays/onlays and gold foil restorations

**Fixed Prosthodontic Services** - once every three (3) years - includes bridgework and repairs

**In-office & Commercial Laboratory Charges** - when applicable to the covered benefit

- ▶ **50% reimbursement** of eligible charges up to the amount specified in the Fee Guide, for the following:

**Orthodontic Services** - includes observation, adjustments, orthodontic appliances, major orthodontic treatment, preventative space maintainers

**In-office & Commercial Laboratory Charges** - when applicable to the covered benefit

## **LETTER OF UNDERSTANDING #2:**

Health and Safety

If by January 15, 2001:

- ▶ there is agreement between the employee groups and the Board on the new Terms of Reference for the Joint Health & Safety Committee,
- ▶ training of on-site workers who will perform inspections has been completed, and
- ▶ the Joint Health and Safety Committee determines that the new inspection model currently being developed has been successfully implemented,

the time assigned in clause 4.03.4 shall be five (5) days for the semester, effective February 5, 2001, and three (3) days per semester thereafter.

## **LETTER OF UNDERSTANDING #3:**

Teacher Advisor Program (TAP)

1. Effective February 5th, 2001, should the Board determine that a Teacher Advisor Program (TAP) Lead Teacher be named at each school, the Board shall pay an allowance of one thousand, nine hundred dollars (\$1,900) per year with no reduced timetable.
2. Effective August 31st, 2001, should the Board determine that a Teacher Advisor Program (TAP) Lead Teacher be named at each school, the positions shall be posted.

## **LETTER OF UNDERSTANDING #4:**

Lunch Monitors

Effective November 30th, 2000, when a secondary school has a double lunch period, the Board shall hire two lunch hour monitors to assist with lunch hour supervision. The use of these lunch hour monitors shall ensure that no teacher who teaches periods 1, 2, and 3 before receiving a scheduled lunch period will be assigned lunch hour supervision.

## **LETTER OF UNDERSTANDING #5:**

### **Criminal Background Checks**

1. The Board shall establish a policy concerning Criminal Background Checks that incorporates the following:
  - i) liaison with local police authorities to access the required information; and
  - ii) privacy control which ensures that the Criminal Background Check is placed in a confidential file available only to the Director of Education and one designate and the individual teacher.
2. Each teacher shall be responsible, on a confidential basis, to obtain and submit the required information to the Board's Human Resources Co-ordinator responsible for teachers and the Board shall reimburse any associated costs to a maximum of \$25.00
3. For teachers employed by the Board before September 1, 2002, the required information shall be the CPIC-1.
4. If the Board decides to utilize a centralized batch model for the Criminal Background Checks, the Board will consult with OECTA, Secondary Unit, prior to determining the appropriate procedures. A personal authorization by the teacher must be received by the Board before including the teacher in the batch processing. The results of the processing will be sent to the teacher and not to the Board.
5. The Board and teachers have agreed on an appropriate Offence Declaration form as attached.
6. The teacher is not required to submit results until May 1, 2003.
7. The teacher who receives a positive result may request and shall be granted an extension to the above deadline to July 31, 2003 to challenge, amend, or correct a result. A further extension beyond the July 31, 2003 deadline shall be at the sole discretion of the Director of Education provided that such extension is permitted by the Act and Regulations.
8. If the Board decides to discipline a teacher as a result of a Criminal Background Check, the teacher has the right to challenge the discipline pursuant to the provisions of the Collective Agreement.

# CRIMINAL OFFENCE DECLARATION

Print Name:	
Employee #:	Employee Group:
Current Location:	
<b>(In the case of a Transfer Only)</b>	<b>(In the Case of a Transfer Only)</b>
Posting:	New Location:

I, \_\_\_\_\_, hereby declare that:

I have no convictions for offences under the Criminal Code of Canada up to and including the date of this declaration for which a pardon has not been issued or granted under the Criminal Records Act (Canada).

**OR**

I have the following convictions for offences under the Criminal Code of Canada for which a pardon under the Criminal Records Act (Canada) has not been used or granted:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Employee:	Date:
------------------------	-------

Please send in a sealed envelope marked **Offence Declaration - Confidential** to:

1. **Teaching Staff** to: Stacey Hill, Human Resources Coordinator
2. **Non-Teaching Staff** to: Ann Cox, Human Resources Coordinator

Office Use ONLY: Received on \_\_\_\_\_ by \_\_\_\_\_.

Recorded \_\_\_\_\_

Information is collected by authority of *Regulation 521 - Collection of Personal Information*. Information is collected and disclosed according to Section 29(1) and 32 of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.

## **LETTER OF UNDERSTANDING #6:**

### Semestering

The parties recognize that clause 4.02 Teaching Timetable and Supervision and clause 3.02.2 are based on a semestered system. If some other system is introduced, then, unless otherwise agreed by both parties, similar proportions of times shall be set up in the new system.

## **LETTER OF UNDERSTANDING #7:**

### Teacher Development Account

A one-time reimbursement of approximately five hundred dollars (\$500.00), as provided by the Ministry of Education, shall be paid to each full-time teacher who is/was a member of the bargaining unit between September 1, 2004 and June 30, 2005. Prorating shall apply to a full-time teacher who taught only part of the 2004 - 2005 school year and to a part-time teacher employed in the 2004 - 2005 school year. Such reimbursement shall be for costs incurred between September 1, 2004 and December 31, 2005 by a teacher for such items as computer, computer software, computer peripherals, professional materials, courses, and professional development activities related to his/her employment.

The parties shall jointly establish the list of teachers who are entitled to the reimbursement. The teacher shall be required to submit receipt(s)/invoice(s) for reimbursement. The submission of such receipt(s)/invoice(s) to the Board shall occur on a one-time only basis between June 1, 2005 and up to an including December 31, 2005.

## **LETTER OF UNDERSTANDING #8:**

### Teacher Performance Appraisals

- A. The Board shall consult with the Secondary Bargaining Unit regarding the implementation of the Board policy for Teacher Performance Appraisals,
- B. No member of the Secondary Bargaining Unit shall participate in the evaluation of another member.
- C. Voluntary activities shall not be imposed on a teacher as criteria within the context of the Teacher Performance Appraisal process.
- D. The Board will not add any additional domains, competencies, or look-fors to the current Teacher Performance Appraisal process except by mutual consent.
- E. The Teacher Performance Appraisal process and criteria shall be as set out in the Ministry of Education document, Supporting Teacher Excellence 2002, which may be amended from time to time and may also be changed by mutual agreement for the parties.
- F. When a teacher receives a performance appraisal rating of unsatisfactory, the teacher shall be provided with a letter developed by the President of the Local OECTA Unit, which concerns the process and directs the teacher to contact the President of the Local OECTA Unit. Said letter shall be given to the teacher by the appraiser.
- G. All Teacher Performance Appraisals shall be completed fourteen (14) days prior to the last day of school.

## **LETTER OF INTENT #1:**

### **Campus Ministry**

- (a) There shall be a minimum of one (1) campus ministry position at each school.
- (b) No teacher currently assigned to the position of campus minister shall lose the position as a result of the implementation of (a) above.
- (c) In the event that a teacher is assigned to the position of campus minister, such teacher shall be assigned to the local OECTA secondary bargaining unit.

## APPENDIX A-1

### MEDICAL CERTIFICATE - TEACHER

PERSONAL INFORMATION COLLECTED ON THIS FORM IS PROTECTED UNDER THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND WILL BE MAINTAINED IN A CONFIDENTIAL MEDICAL FILE.

#### PART 1

I, \_\_\_\_\_, am at present under the care of

Employee Name

\_\_\_\_\_  
Name of Medical Practitioner

#### PART 2

#### TO BE COMPLETED BY MEDICAL PRACTITIONER PROVIDING THE TREATMENT

The teacher is asking for an exemption from the Brant Haldimand Norfolk Catholic District School Board's transfer procedures. Do you support the request for exemption from transfer based on medical limitations?

Yes  No

1. Explain the limitation(s) of the medical condition that would excuse the employee from transfer.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Limitations/Restrictions (check applicable restrictions)

- (a) Use of Automobile   
(b) Climbing or walking   
(c) Other(s)

Please specify: \_\_\_\_\_

3. Does the teacher require further treatment? Yes  No

**You may be contacted for further clarification.**

\_\_\_\_\_  
Signature of Medical Practitioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Name of Medical Practitioner \_\_\_\_\_

Area of medical practice/speciality \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

## APPENDIX A-2

### MEDICAL CERTIFICATE - IMMEDIATE FAMILY

INFORMATION COLLECTED VIA THIS FORM IS PROTECTED UNDER THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND WILL BE MAINTAINED IN A CONFIDENTIAL MEDICAL FILE.

#### PART 1

I, \_\_\_\_\_ at present have an immediate  
Employee Name  
family member under ongoing critical medical care of a physician

\_\_\_\_\_  
Name of Medical Practitioner

#### PART 2:

#### TO BE COMPLETED BY MEDICAL PRACTITIONER PROVIDING THE TREATMENT

The teacher is asking for an exemption in the upcoming school year from the Brant Haldimand Norfolk District Catholic School Board's procedure for school transfer as a result of having to be near an immediate family member due to an ongoing critical medical need. Do you support the request for exemption from transfer based on the family member's limitations?

Yes  No

1. Explain the limitation(s) of the family member's condition that would excuse the employee from transfer.

\_\_\_\_\_  
\_\_\_\_\_

2. Limitations/Restrictions

The teacher must be able to reach the family member within:

Immediately  15 minutes   
30 minutes  60 minutes

**You may be contacted for further clarification.**

\_\_\_\_\_  
Signature of Medical Practitioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Name of Medical Practitioner \_\_\_\_\_

Area of medical practice/specialty \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_



**APPENDIX B:**  
TEACHER TRANSFER FLOW CHART

No Later Than	Transfer Process
Feb 28	Written notification to teachers being considered for BAT.
Mar 4	Teachers requesting transfer exemptions shall apply in accordance with clause 4.01.4.
Mar 9	Teachers are notified in writing, by the Director of Education or designate, of their exemption status.
Mar 29	Application for Conditional Transfers received (form).
Apr 4	Teachers intending to return to teaching duties in September from leaves of absence must notify the Board, <i>in writing</i> , of their intent to do so.  Conditional Transfers approved and confirmed (form).
Apr 14	Written notification to teachers surplus to a school.
Apr 21	Secondary Required Placement Forms due to Academic Staffing Superintendent. Before the first posting, Required Placements will be placed as per the process outlined. There will be no interviews required.
May 5	Director of Education or Designate shall finalize surplus teachers' status.
May 6	Round 1 - Internal Posting. <b>(Note:</b> Before a posting is created the principal may reorganize schedules internally first to reflect the interests and needs of the current staff).  Elementary teachers are eligible to apply to the posting.
May 13	Round 1 - Internal Posting Closes.
May 20	Interviews of internal candidates for posted positions will be completed.  Official notification of the placement of Round 1 shall be sent to all teachers by the Director of Education or designate.

<b>No Later Than</b>	<b>Transfer Process</b>
May 27	<p>Round 2 - Internal Posting.  <b>(Note:</b> Before a posting is created the principal may reorganize schedules internally first to reflect the interests and needs of the current staff).</p> <p>Elementary teachers are eligible to apply to the posting.</p>
Jun 3	Round 2 - Internal Posting Closes.
Jun 10	Official notification of the placement of Round 2 shall be sent to all teachers by the Director of Education or designate.
Jun 17	<p>Deadline for a teacher to request an interview to discuss his/her denial of transfer request.</p> <p>Deadline for voluntary transfer request for the potential summer and job openings (Elem/Sec) (form).</p>

**APPENDIX C:**

**PROTOCOL FOR THE OPENING OF A NEW SCHOOL**

**Phase One - Positions of Responsibility**

Step	Description	Procedure	Responsibility	Date
1	Identify vacant positions of responsibility (POR) at the new secondary school	<ul style="list-style-type: none"> <li>- dept. head structure as per Collective Agreement</li> <li>- vacancies identified as result of promotions, retirements, resignations, new positions</li> </ul>	Director of Education or designate	by the end of October
2	<p>Notice of voluntary transfer requests to all secondary schools from among current department heads</p> <p>Letter to red circled major and minor department heads seeking their interest in applying for their red-circled position at the new secondary school</p>	<ul style="list-style-type: none"> <li>- department heads seeking a transfer would indicate/rank preferred schools</li> <li>- red-circled major and minor department heads would indicate desire to be placed in POR at the new secondary school (failure to do so does not require that they forgo red-circling at this time)</li> <li>- interviews will be held only if there is more than one applicant for a vacancy</li> </ul>	Director of Education or designate	by late November

Step	Description	Procedure	Responsibility	Date
3	Appointment of First Round	- after interviews (if needed) department heads are placed		Dec. 13 <sup>th</sup>
4	Offer of vacant headships to red circled major and minor department heads	<ul style="list-style-type: none"> <li>- letter to each eligible red-circled major and minor department head (as per clause 3.01.6)</li> <li>- the first offer of a position shall be made to the red circled major or minor head who is currently assigned to teach in the school in which the vacancy exists</li> <li>- those who decline an offer, forfeit red-circling as of the opening of the new secondary school</li> <li>- interviews will be held only if there is more than one applicant for a vacancy</li> </ul>	<p>Director of Education or designate</p> <p>Secondary School Principals</p>	by the end of December
5	Appointment of Second Round	- after interviews (if needed) department heads are placed	<p>Director of Education or designate</p> <p>Secondary School Principals</p>	by Jan. 17 <sup>th</sup>

<b>Step</b>	<b>Description</b>	<b>Procedure</b>	<b>Responsibility</b>	<b>Date</b>
6	Posting of known positions of responsibility vacancies throughout all secondary schools	- usual posting procedures - interview (order of placement: voluntary transfers, BAT)	Director of Education or designate  Secondary School Principals	by mid-January
7	Appointment of Third Round	- after interviews		Feb. 14 <sup>th</sup>
8	External posting (if required)	- newspapers, Internet	Director of Education or designate	hired by end of January

### **Phase Two - Teaching Positions**

<b>Step</b>	<b>Description</b>	<b>Procedure</b>	<b>Responsibility</b>	<b>Date</b>
9	Identify known teaching vacancies in all secondary schools	- refer to school organizations / Collective Agreement / new secondary school enrolment data	Director of Education or designate  Secondary School Principals	by end of February

Step	Description	Procedure	Responsibility	Date
10	First round of postings of known vacancies in all secondary schools (secondary teachers only)	<ul style="list-style-type: none"> <li>- usual posting procedures &amp; mailing to all teachers on leave</li> <li>- Superintendent of Family of Schools and Principals consider teachers returning from leaves, requesting transfers</li> <li>- interviews when more than one qualified applicant (department heads are not part of the interview process)</li> <li>- place teachers as required based on program needs and qualifications</li> <li>- order of placement (statutory leaves, transfer requests, other)</li> </ul>	<p>Director of Education or designate</p> <p>Secondary School Principals</p>	
11	Declaration of Surplus Teachers	<ul style="list-style-type: none"> <li>- Collective Agreement clause 3.06</li> <li>- teachers declared surplus, apply for positions posted in Step 13</li> </ul>	<p>Director of Education or designate</p> <p>Secondary School Principals</p>	April 1st

Step	Description	Procedure	Responsibility	Date
12	Board Administered Transfers (BAT)	- placed by administration	Director of Education or designate  Secondary School Principals	
13	Second round of postings of all secondary vacancies (to all secondary and elementary schools)	- usual postings & mailing to all secondary and elementary teachers on leave (Clause 3.14)  - interviews when more than one qualified applicant - department heads shall not be part of the interview process for secondary teachers seeking a transfer  - order of placement: statutory leaves, surplus, transfer requests {elem. & sec.}, other leaves	Director of Education or designate  Secondary School Principals	posting by April 18th  placed by May 1st
14	Post vacant teaching positions externally (if required)	- newspapers, Internet	Director of Education or designate  Secondary School Principals	

This agreement attached herewith is accepted by the Negotiating Committees of the Brant Haldimand Norfolk OECTA Secondary Teachers' Bargaining Unit and the Brant Haldimand Norfolk Catholic District School Board.

Dated this 27<sup>th</sup> day of January, 2006, in Brantford, Ontario.

For the Brant Haldimand Norfolk OECTA Secondary Teachers' Bargaining Unit:

For the Brant Haldimand Norfolk Catholic District School Board:

David Macdonald  
Andrew Stencek  
Carol Firth  
Janet McHugh  
Len McDonald  
   
 

William  
McHorgan  
Paula Duro  
Stacey Hill



## NOTES