

INDEX

2008-2012
AGREEMENT
BETWEEN
BRUCE-GREY CATHOLIC DISTRICT
SCHOOL BOARD
(Hereinafter called "the Board")
AND
BRUCE-GREY O.E.C.T.A. ELEMENTARY
TEACHERS
BRANCH AFFILIATE
(Hereinafter called "the Unit")

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PREAMBLE

Whereas it is the common goal of the Board and the members of the OECTA Unit to provide the best possible, affordable educational services for the children under the jurisdiction of the Bruce-Grey Catholic District School Board; and

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

Whereas to achieve this common goal it is essential that the Board and Teachers strive to create and maintain a harmonious relationship;

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

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

ARTICLE 1 - RECOGNITION

- 1:01 a) The parties to this Agreement are the Bruce-Grey Catholic District School Board hereinafter called "the Board" and the Bruce-Grey O.E.C.T.A. Elementary Teachers Unit hereinafter called "the Unit".
- b) Teachers employed by the Board who are assigned both Elementary (JK -8) and Secondary (9 -12) responsibilities, and whose assignment is more than 50% at the Elementary Level, are the members of the Elementary OECTA Unit.
- c) The Board recognizes OECTA Provincial as the **sole and exclusive** bargaining agent for all members of the Unit.
- d) The Board recognizes the officers of the Unit as the elected representatives of the members of the Unit.
- e) Where the Board establishes a Committee requiring Association representation, the Association representative shall be appointed by the authorized representative of the Bruce-Grey Elementary Unit.
- 1:02 The terms of the agreement shall apply to all members of the OECTA Unit unless specifically stated otherwise.

ARTICLE 2 - MANAGEMENT RIGHTS

The Board has the right and obligation to manage the affairs of the system, including the right to:

- a) hire, transfer, promote, demote, discipline, dismiss or assign duties to or layoff teachers subject to the provisions of this Agreement expressly governing the exercise of these rights and subject to the Acts and Regulations of the Province of Ontario.
- b) plan and control the teaching programme of the system in co-operation with educators and to operate and manage the school system in accordance with its obligations and to make, from time to time, reasonable rules and regulations that govern teachers. Such rules and regulations shall not be

inconsistent with the provisions of this Agreement.

- c) every provision of this Collective Agreement shall be construed in such a way as to enhance and give full effect to the denominational rights of Roman Catholics or their Separate Schools or School Trustees under Section 93 of the Constitution Act.
- d) nothing in this Collective Agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholics or their Separate Schools or School Trustees under Section 93 of the Constitution Act.

ARTICLE 3 - DEFINITIONS

3:01 Definitions

- a) Head Teacher (in effect for 2008-09 only)
 - i) The Board may designate a teacher in a school with a total enrolment over 200 students as the Head Teacher. The Head Teacher shall perform such duties as may be assigned by the Principal from time to time and shall be in charge of the school when the Principal is absent.
 - ii) The Head Teacher shall not participate in the performance appraisal or disciplining of teachers in the school.
 - iii) The Head Teacher shall cover the duties of a Principal only when the Principal is absent.
 - iv) An Occasional Teacher may be brought in so that a Head Teacher may properly cover the duties of an absent principal.

Teacher in Charge (Effective September 1, 2009)

- i) The parties recognize that from time to time School Administrators (Principal/Vice-Principal) may be absent temporarily from their duties. To accommodate these situations teacher(s) may be designated as a "Teacher in Charge" at a school. All teachers who have completed their probationary period may register annually for this position. Each Teacher in Charge will be designated from this list on a rotational basis.
- ii) No teacher shall be assigned without his/her consent.
- iii) A Teacher in Charge will remain a member of the Bargaining Unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.
- iv) When the Principal is absent, the Teacher in Charge is responsible for responding to emergency situations. The Teacher in Charge will fulfill his/her duties by following established procedures.
- v) The Teacher in Charge shall not participate in evaluation or disciplining of teachers, including occasional teachers, or any other Board employee in the school.
- vi) The Teacher in Charge shall be provided with the emergency contact

numbers of the Principal, Vice-Principal and Superintendent.

- vii) The services of a Teacher in Charge shall only be called upon when the School Administrator(s) are absent from the school.
- viii) Teachers in Charge shall receive at least one-half (½) day of in-service on a school day no later than September 30th.
- ix) When the Teacher in Charge is a classroom teacher, they shall be replaced with an occasional teacher, if the Principal is absent for a half a day or greater. Replacement of non-classroom teachers shall not adversely affect other teachers.

b) Consultant

For the purposes of the Collective Agreement, a Consultant is defined as a qualified teacher as defined in the Education Act and its Regulations appointed by the Board to coordinate programs and advise and assist teachers, Principals and support staff throughout the system in maintaining proper standards and in improving methods of instruction.

c) Acting Administrators

- i) The Board may assign to a teacher the duties of an Administrator (Principal/Vice-Principal) for a temporary period of time not to exceed the balance of the school year in which the assignment is made.
- ii) No teacher shall be assigned without his/her consent.
- iii) Acceptance by the teacher of such duties on a temporary basis shall not interrupt the teacher's accumulation of seniority rights or credit for experience under the provisions of this Agreement or his/her membership in the Unit.
- iv) All provisions of the Collective Agreement shall apply to the teacher during the term of the assignment.
- v) The assigned teacher shall not participate in the evaluation or disciplining of teachers including occasional teachers.
- vi) An assigned teacher shall be replaced by an occasional teacher for the duration of the assignment.

d) Probationary Administrators (Principal/Vice-Principal) (in effect for 2008-09 only)

- i) A teacher may accept an appointment as an Administrator (Principal/Vice-Principal) on a probationary basis for one year with the understanding that this probationary period can be extended for a further year should the Probationary Administrator take a pregnancy or parental leave during the probationary period.
- ii) If at the end of the probationary period the teacher elects to resign from his/her appointment, or if the Board elects not to continue the appointment for a further period, the teacher shall be entitled to return to the Bargaining Unit with the seniority and experience the teacher had prior to the

appointment.

- iii) If the teacher exercised his/her right to return to the Bargaining Unit, the teacher hired to replace the appointed teacher shall be declared redundant, unless there is a vacant position for which the replacement teacher is qualified.

e) Designated Teachers (in effect for 2008-09 only)

In the absence of the Principal, a Vice-Principal or a Head Teacher, the Principal shall appoint a teacher to act on his/her behalf.

- i) A teacher shall not be assigned as a Designated Teacher for more than three consecutive school days except with the approval of the Unit. Such assignment shall not exceed 20 school days in a school in a school year.
- ii) No teacher shall be appointed as a Designated Teacher without his/her consent.

f) Teacher - A Teacher is a person who is registered with the Ontario College of Teachers as defined in the Education Act, and its Regulations, and employed with the Board to teach in the regular day school program.

g) Full-Time Teacher For Salary Purposes - A Teacher defined in accordance with the Education Act, and Regulations whose assigned teaching and supervisory time during the school day totals 100% of the scheduled school day for the particular school(s) to which the teacher is assigned. The professional responsibilities of a teacher are as set out in the Education Act and Regulations.

h) Part-Time Teacher For Salary Purposes - A Teacher defined in accordance with the Education Act and Regulations whose assigned teaching and supervisory time during the school day is expressed as a percentage of a full-time teacher.

i) Q.E.C.O. -The Qualifications Evaluation Council of Ontario.

j) Experience Allowance - An increment paid for actual full or part-time teaching experience in recognition of increased skill and knowledge gained from the teaching experience.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

During the term of this Agreement or any renewal thereof, there shall be no strike or lockouts as defined in the Ontario Labour Relations Act.

ARTICLE 5 - UNION REPRESENTATION

5:01 Election of Association Representatives

The Board recognizes the appointment or election by the teachers of one or more Association representative(s) at each school or worksite. The Unit shall forward such a list of Association representatives to the Board by September 15 of each year.

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.

5:02 Association Representatives

The Association shall forward a list of all the Unit Officers to the Board by September 1st of each year. The Board shall provide the Association with a list of the appropriate personnel with whom the Association may be required to transact business. The authorized representatives of the Association shall be permitted to transact business of the Association with members on Board property provided such business does not interfere with or interrupt normal operations.

A teacher shall be advised in advance of any meeting which is or may be disciplinary in nature. The Board and its representatives recognize the right of a member to Association representation and will schedule such meeting at a time that is mutually convenient.

5:03 Negotiating Committee

a) The Board and the OECTA Unit recognize the negotiating team appointed by each party as the committee authorized to negotiate on behalf of their respective party.

b) The negotiating teams shall consist of up to six (6) members representing the Unit and up to six (6) members representing the Board. Each negotiating team shall endeavour to identify the members of their team no later than the first negotiating meeting.

5:04 Liaison Committee

a) The Board and the Elementary Teachers OECTA Unit shall form a joint Liaison Committee made up of the President of the OECTA Unit and two members of the OECTA Unit Executive, the Manager of Human Resources and two persons to represent the Board.

b) Purposes of the Liaison Committee:

- i) To examine concerns, problems or issues related to the implementation of this Agreement, which may arise from time-to-time.
- ii) To consult and make recommendations on any matters of interest to either party.
- iii) To deal with issues pertaining to the implementation of Board and Government initiatives.

c) The deliberations of this committee shall not delete, modify or amend any clause in the Collective Agreement except as provided in this Agreement.

d) Meetings shall be arranged between the President of the OECTA Unit and the Manager of Human Resources and they shall meet in each term unless it is mutually agreed that they forego the meeting for that term.

5:05 Professional Development Committee

The Board and the Association agree that professional development is job-embedded, and informed by research, done in partnership with colleagues and is to be informed by the Teachers' Annual Learning Plan.

The Joint Professional Development Committee will promote a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.

The Joint Professional Development Committee will be established in January 2009 consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association.

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

The Joint PD Committee shall meet at least four (4) times per year during the regular work day and will work to develop consensus on matters within its mandate. Additional meetings shall be called within 2 weeks by mutual agreement of the Co-Chairs. The first meeting of the Joint Professional Development Committee will be called prior to September 15 of each school year.

5:06 Membership in the Union

It is the mutual desire of the Board and the Unit that all teachers shall exercise their rights under this Collective Agreement, or the applicable Statutes of Ontario, in a professional and responsible manner without any fear of discrimination or recrimination.

5:07 Upon written request, the Board, through the Director or designate, will supply the OECTA Unit President with information regarding teachers' salaries, experience, qualifications, responsibility allowance where applicable, and benefit information as prescribed and limited by the Freedom of Information, Protection of Personal Privacy Act.

ARTICLE 6 - DISPUTE RESOLUTION PROCESS

6:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.

6:02 Informal Stage
Any dispute should first be discussed with the School Principal or the Immediate Supervisor within ten (10) working days of the event or circumstances giving rise to the complaint. The teacher shall have the right to Association representation for such meeting with the School Principal or Immediate Supervisor. If the dispute is not resolved within ten (10) working days of informal discussion, a formal grievance may be filed at Step 1.

6:03 Formal Stage
Step One
At the conclusion of the informal process, or if no resolution has been reached, a formal grievance, with a copy to the Principal/Supervisor, shall be

submitted to the Manager of Human Resources within ten (10) working days.

A formal grievance must:

a) be in writing:

b) include the name of the grievor(s), and a description of the action(s) or event(s) giving rise to the grievance;

c) identify the redress sought;

d) include the specific clause(s) allegedly breached.

The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Manager of Human Resources shall answer the grievance in writing within ten (10) working days of the receipt of the statement of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

6:04 Step Two

Within ten (10) working days following the decision under Step One, the grievance may be submitted to the Director of Education or designate. A meeting will then be held between the Director of Education or designate within ten (10) working days of the receipt of the grievance. The decision of the Director of Education shall be delivered in writing within five (5) working days of such meeting. Failing settlement, either party may submit written notice to refer the matter to arbitration within ten (10) working days after the reply in Step Two is given.

6:05 The Unit Executive may initiate a policy or group grievance relating to the interpretation, application, administration or alleged violation of this Agreement beginning at Step Two of the grievance procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the grievance and shall be in the form prescribed in Step One. Any such grievance may be referred to arbitration as provided for in this Article.

6:06 A complaint or grievance arising from an allegation by the Board that the teachers or the Unit Executive have violated a provision of this Agreement will be referred to the Unit Executive within ten (10) days of the alleged violation. The parties will attempt to resolve the grievance. Failing resolution, the grievance will be referred to arbitration as provided for in Article 6:08.

6:07 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

6:08 Arbitration

Failing settlement of the grievance, either party may, after exhausting the grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference to arbitration. The notice shall contain the name of the party's nominee to an Arbitration Board and shall be delivered to the other within ten (10) working days of the reply under Step Two. The recipient party shall, within ten (10)

working days, advise the other of the name of its nominee to the Arbitration Board.

The parties may, by mutual agreement, refer the matter to a single, mutually agreed upon, arbitrator.

6:09 The two nominees so selected shall, within ten (10) working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the nominees fail to agree upon a Chairman, within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it.

6:10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

6:11 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.

6:12 The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a Regulation thereunder or the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

6:13 Notwithstanding the procedure above, either party may request the Minister of Labour to refer a grievance matter to a single arbitrator in accordance with Article 49 of the Ontario Labour Relations Act.

6:14 The time limits specified in this Article are mandatory and failure to meet such time limits will result in abandonment of the grievance by the grievor or automatic referral to the next step of the procedure if violated by the defending party. Should both parties be in default, the grievance shall be deemed to have been abandoned. The date of registration of a registered letter, the date on a courier receipt or the date of hand delivery shall be deemed to be that date of any submission or decision.

6:15 The time limits contained herein may be amended by the written mutual agreement of the parties at any stage in a particular dispute or grievance.

ARTICLE 7 - PERSONNEL FILES

- 7:01
- a) In all aspects related to files, personnel information relating to employees, the Board and the OECTA Unit will comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act and any amendments thereto.
 - b) The Board shall inform members of the OECTA Unit of any third party documents which are placed in his/her personnel file. It is understood that this clause only applies to third party documents (eg. a letter from a parent to the Director regarding a teacher's performance) received on or after September 1, 1993.
 - c) A teacher shall have access during normal business hours to his/her personnel file upon written request to the Manager of Human Resources. The teacher may copy any material contained in these files.

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

- d) Where a teacher authorizes, in writing, access to that teacher's personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- e) Teachers shall receive copies of any materials placed in their personnel file pertinent to the teacher's conduct or of a disciplinary nature within 5 working days of the material being filed.

ARTICLE 8 - SENIORITY

Seniority shall mean the length of continuous service from the most recent date of hire. A teacher's continuous experience shall be as reflected on the seniority list. The Board will prepare and make available to the OECTA Unit President, and each school, seniority lists as follows:

- a) A seniority list for Elementary teachers in each school.
- b) A Board-wide seniority list for teachers in the panel.
- c) These lists shall be posted in each school by October 31st of the school year.

Teachers will endeavour to bring all discrepancies to the Board's attention within 30 days of the posting. Amendments shall be reflected on the next posted list. Any amendments will be brought to the Unit President's attention.

In the event that a teacher transfers between the Secondary and Elementary panels, the teacher will have the seniority and contractual status in effect at the time of transfer, applied to the placement on the seniority list.

ARTICLE 9 - JOB POSTINGS

- a) Vacancies are defined as those teaching positions within the Bargaining Unit which may become available due to attrition, growth, transfer or newly created positions. Newly created positions include but are not limited to new or expanding programs.
- b) All vacant or newly created teaching positions as of June 1st will be posted at each school for the consideration of Bargaining Unit members currently employed by the Board. Qualified Bargaining Unit members shall be considered prior to the placement of external hires.
- c) Prior to any new hires, teachers laid off as a result of the redundancy provisions, in order of seniority, and after internal transfers, will be offered any full-time or part-time vacant teaching positions within the jurisdiction of the Board.
- d) In considering appointments to full-time teaching positions, the Board shall give primary consideration to qualified part-time Bargaining Unit members employed by the Board.

- e) If vacancies occur between the beginning of the school year and June 1st the Board will post the position at each school for the consideration of Bargaining Unit members currently employed by the Board before advertising the position externally. Subsequent positions will be filled at the discretion of the Board.
- f) If positions of responsibility provided for under this Agreement become vacant or are newly created and the Board has not temporarily appointed a member of the Unit to fill the position, the Board will post the position at each school for the consideration of Bargaining Unit members currently employed by the Board before advertising the position externally.
- g) Teachers applying for a posted vacancy must apply within 5 school days of a posting.

ARTICLE 10- DISCIPLINE, DISMISSAL, TERMINATION

10:01 Discipline, Dismissal, Termination

- a) No teacher who has successfully completed their probationary period shall be disciplined, subject to disciplinary transfer, suspended, demoted, or discharged without just cause.
- b) No teacher during their probationary period will be discharged or disciplined without just cause; however, the parties agree that a lesser standard than for permanent teachers shall apply.
- c) For the initial year of employment with the Board, a teacher will be on probation. The one year probationary period can be extended by the Board for a period of up to one year.
- d) A dismissal for denominational cause will not be the subject of a grievance or arbitration.
- e) The Board shall provide the teacher with 30 days written notice of termination of employment.
- f) Such notice shall state the reason(s) for termination.
- g) Such notice shall be sent to the teacher's last known address or via hand delivery by the Supervisory Officer to the teacher.
- h) The teacher may invite an OECTA Unit representative to attend any meeting with any supervisory personnel to take notes during the meeting. Two hour notice of such meeting shall be given and it is agreed that the meeting shall not begin until an OECTA representative is present.
- i) A teacher shall provide a minimum of 30 days notice of resignation.
- j) If a teacher is the subject of an investigation or determination by the College of Teachers, any action against the teacher by the Board shall be taken in accordance with the Collective Agreement.

ARTICLE 11 - SURPLUS AND REDUNDANCY

1. Definitions

- a) Surplus Teacher - a Teacher who, after the staffing needs of a particular Elementary school have been determined by the Board, is surplus to that Elementary school.
- b) Redundant Teacher- a Teacher who, after the staffing needs of the Elementary schools have been determined by the Board, is surplus to the Elementary panel.
- c) Teachers declared redundant shall be notified in writing by June 15th to have effect August 31st.

2. General Application

- a) For the general purposes of Article 11:01, the Board shall, when exercising its responsibility to assign teachers:
 - i) Take into account the classes, programmes, responsibilities and needs of the school system under its jurisdiction.
 - ii) Take into account the particular characteristics of the schools and classes under its jurisdiction.
 - iii) Take into account the qualifications of the teachers in the employ of the Board.
- b) The Board may declare individual teachers ineligible to be declared surplus or redundant because of programme needs or responsibility of their assignment. The Director of Education shall consult with the President of the OECTA Unit before any recommendations are made to the Board pursuant to this provision.
- c) Since teachers are employed to teach for the Board, and not in a particular school, in the event that the Board reduces the number of teachers in any one school as provided in Article 11:01 3) Order of Criteria for Determining Surplus Teachers to a School, the transfer clause in this Collective Agreement shall be waived and an attempt will be made to place the affected teachers in any available positions for which they are qualified. Teachers who cannot be placed in available positions will be laid off subject to the provisions of Article 11:01 4) Declaration of Redundancy.
- d) In order to be placed in a vacant position, a surplus teacher must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or programme for the available positions.

3. Order of Criteria for Determining Surplus Teachers to a School

The teacher(s) must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or programme for the available positions.

- a) The first criterion is continuous experience with the Bruce-Grey Catholic District School Board and its predecessor Board as reflected on the seniority list as determined by Article 8 a).
- b) Where continuous experience with the Board is equal, continuous teaching experience in the school in question will be the deciding factor.

- c) Where a) and b) above are equal, qualifications as determined by QECO will be the deciding factor.
- d) Where a), b) and c) above are equal, qualifications as determined by Ontario Teacher Qualification Record Card will be the deciding factor.
- e) Where it is determined by the Board that all factors set out above are equal, a determination will be made by lot conducted by both the Director of Education and the President of the Unit.

4. Declaration of Redundancy

Where it is determined by the Board that there may be a surplus of teachers in the Elementary schools who cannot be placed in the school system, the following steps will be taken:

- a) The Director of Education, having identified the lowest ranking teachers in the Unit, shall send a notice to the OECTA Unit President and the teachers who may be redundant within seven (7) working days of determining that the redundancy may occur.
- b) Redundancy will be considered to be just cause for the termination of a teacher's employment as provided for under this Collective Agreement and such termination will not be considered disciplinary.
- c) Subject to paragraph (f) below and prior to any new hires, teachers who have been laid off pursuant to this article shall be recalled to available teaching positions with the Board in reverse order of lay-off provided that they possess the qualifications or commit to becoming qualified prior to the date that the redundancy would take effect, required by the Ministry of Education to teach the division, subject(s) and/or programmes for the available position(s).
- d) A teacher must exercise his or her right of recall within five (5) calendar days of being notified about the available position. A teacher may refuse to exercise his or her right of recall one time only. In the event that a teacher does not exercise his or her recall rights a second time, the Board has no further recall obligations to that teacher.
- e) If a teacher accepts a part-time position because a full-time position is not available, that teacher shall be offered the first full-time position that becomes available for which the teacher is qualified.
- f) A teacher who is declared redundant shall be placed on the Occasional Teachers' List.
- g) Teachers shall be withdrawn from the recall list should they accept a teaching contract with another employer.
- h) Teachers who have not been recalled to employment with the Board in accordance with paragraph (e) above within two (2) years of their release shall lose all rights to recall.

5. Order of Criteria for Determining Redundant Teachers

The teacher(s) must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or programme for the available

positions.

- a) The first criterion is continuous experience with the Bruce-Grey Catholic District School Board and its predecessor Boards as reflected on the seniority list as determined by Article 8 b).
- b) Where continuous experience with the Board is equal, total teaching experience recognized by the Board for salary purposes will be the deciding factor.
- c) Where total teaching experience recognized for salary purposes is equal, a determination will be made based upon qualifications as determined by QECO.
- d) Where a), b) and c) above are equal, qualifications as determined by Ontario Teacher Qualification Record Card will be the deciding factor.
- e) Where it is determined that all factors set out above are equal, a determination will be made by lot conducted by the Director of Education and the Unit President.

ARTICLE 12 - TRANSFERS

- 1) If a transfer occurs during the school year at the request of the Board:
 - a) Teachers may be transferred only by mutual agreement.
 - b) The Teacher shall be notified in writing ten (10) school days before the proposed transfer except in case of emergency.
 - c) The teacher shall be granted a number of days leave of absence with pay, in which to relocate himself/herself. The number of days in question shall be determined by the Board in consultation with the teacher.
- 2) If a transfer is to occur at the end of the school year at the request of the Board:
 - a) A teacher shall be notified in writing on or before June 15th of the year in which a transfer is to take place.
 - b) A reasonable transfer from one school to the new school shall not involve more than 32 kilometres one way.
 - c) Teachers may be transferred by mutual agreement. It is understood that transfers by mutual agreement may be initiated by the teacher or the Board.
 - d) Moving Expenses
 - i) Moving expenses shall be defined as those expenses charged by a mover to move a teacher's personal and household effects from one place of residence to a new place of residence.
 - ii) A teacher shall be paid for moving expenses incurred when a transfer requested by the Board exceeds the distance specified in Article 12 (2)(b) above and the teacher moves within 2 years of the transfer.

iii) The Board reserves the right to engage the service of a mover of its choice to relocate the teacher after receiving a minimum of two quotations.

3) Transfer Requests

Teachers requesting a transfer shall apply in writing on the official application form to the Manager of Human Resources, by April 1st.

Upon receipt of such a request for transfer, the Director or designate shall give first consideration to accommodate a Bargaining Unit member's request, subject to pupil and program needs.

4) The non-disciplinary transfer of a teacher within the terms of this Collective Agreement shall not be the subject of a grievance or arbitration.

ARTICLE 13 - LEAVES OF ABSENCE

13:01 Bereavement Leave

- a) An employee shall be entitled to five (5) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the immediate family. The immediate family shall be defined as spouse, child, parent, brother or sister.
- b) An employee shall be entitled to three (3) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the extended family. The extended family shall be defined as mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.
- c) An employee may be granted up to one (1) day leave of absence with pay and no loss of sick leave for the purpose of attending the funeral of an aunt, uncle, niece or nephew.
- d) Additional time may be granted, with or without pay, upon request at the discretion of the Director of Education or designate.

13:02 Parenting Leaves

- a) Pregnancy leaves shall be granted in accordance with the provisions of the Employment Insurance Act of Canada and the Employment Standards Act of Ontario.
- b) Parental and Adoption leaves shall be granted in accordance with the provisions of the Employment Insurance Act of Canada and the Employment Standards Act of Ontario.
- c) Upon request, a teacher shall be granted three (3) days paternity leave within ten (10) days of the birth of a child.
- d) The probationary period of a teacher who, during his/her probationary period is granted a pregnancy or parental leave at the request of the teacher or due

to a statutory obligation, will be extended for a period equal to the period of the leave. An extension will not apply where the teacher performs the duties of a teacher on probation for a minimum of five consecutive months in a school year.

e) The Board shall provide a Supplementary Employment Insurance Benefits Plan (SEB) for teachers on pregnancy leave.

i)The plan will pay 100% of the teacher's normal weekly earnings, during the mandatory two (2) week waiting period for Employment Insurance Pregnancy Benefits.

ii)The plan will pay 100% of the teacher's normal weekly earnings, minus the Employment Insurance Benefits, for four (4) weeks. The combined weekly level of EI Benefits, SEB and other earnings will not exceed 100% of the teacher's normal weekly earnings.

iii)In the event that there is no mandatory two week waiting period, the plan will pay 100% of the teacher's normal weekly earnings, minus the Employment Insurance Benefits, for six (6) weeks. The combined weekly level of EI Benefits, SEB and other earnings will not exceed 100% of the teacher's normal weekly earnings.

iv)To receive this supplement, the teacher must supply the Board with adequate information from Service Canada reflecting their waiting period and weekly payment.

v)No sick leave deduction will be made as a result of payments made under this article. It is understood that a teacher cannot access sick leave for the six-week period if they have received a top-up under this Article as these payments under this provision are in lieu of entitlement and /or payment of sick pay.

vi)Teachers not eligible to receive Employment Insurance Benefits may choose to use their sick leave credits for up to six weeks following the birth of their child. Further use of sick leave credits, during the pregnancy leave, related to the birth of the child, will be based on supporting medical documentation.

13:03 Educational Study Leave

- a) An educational study leave may be granted to any applicant covered by this Agreement for varying periods of up to one year for the purpose of educational improvement, professional advancement and/or study and research, acceptable to the Board.
- b) Applications/Eligibility
 - i) A letter stating the intention to apply for an Educational Study Leave shall be submitted to the Board by February 15th of the current school year.
 - ii) The Board's decision will be conveyed to applicants, after considering all applications, on or before April 15th of the year when an application is made. The decision of the Board is subject to the applicant's acceptance into the programme stated in the application.

- iii) Applicants must have a minimum of three years of successful service to the Board and at least five years of teaching experience.
- c) Subject to the financial ability of the Board, a suitable applicant(s) shall be granted an Educational Study Leave in any three-year period.
- d) Terms of the Leave
 - i) A teacher may be granted an Educational Study Leave with pay of up to 75% of the benefits and salary of their placement on the salary schedule, excluding responsibility allowances. Teachers who are granted a leave with pay at less than 75% of their placement on the salary schedule excluding allowances, shall receive 100% of employee benefits as outlined in this Agreement.
 - ii) During the Educational Study Leave, an individual shall not get recognition of experience for salary purposes and they shall not accumulate sick leave days.
 - iii) Applicants returning from a leave shall be assigned to a position equal to his/her previous position.
 - iv) During the leave, pension deductions will be continued on the salary being paid.
- e)
 - i) The successful applicant(s) shall give to the Board a formal pledge in writing to return to his/her duties following the expiration of the leave. He/he shall not resign from teaching service with the Board for a period of at least three years after expiration of leave.
 - ii) The staff member, on being granted a leave, shall sign three (3) promissory notes each covering one-third of salary to be paid on leave. The Board shall surrender one promissory note to the teacher on the completion of each teaching year that the teacher remains with the Board after returning from the leave.
 - iii) A teacher who withdraws from a programme of study shall reimburse the Board for the salary and benefits paid during the period he/she was in the programme. Withdrawal due to illness, accident or death is excluded from this clause.
 - iv) A teacher who completes a programme of study and does not resume employment with the Board, shall reimburse the Board in the ratio that unworked months bear to thirty.

13:04 Special Leaves

- a) Emergency Leave
 - i) Any member of the Unit may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Manager of Human Resources shall be made in advance whenever possible.
 - ii) A teacher shall be granted a leave of absence without loss of pay but with deduction from sick leave credit, which includes but is not limited to:

hospitalization of family members, fire or violence within the home.

- b) Examination Leave

A teacher who is writing a final examination related to upgrading their teacher qualifications on a school day shall be granted a special leave of one (1) school day with pay provided the request is made five (5) days in advance to a Supervisory Officer.

- c) Federation Leave

- i) Upon written request prior to June 1st, the Board shall grant a minimum of one (1) full time leave of absence from education duties for the President of the Elementary OECTA Unit.

In the event that the leave is less than full time, the elected President shall be granted leave on an alternate plan, mutually agreed upon by the Director of Education or designate and the Association.

The teacher shall maintain all rights provided in the Collective Agreement.

Upon receipt of invoice, the local Unit shall reimburse the Board for the full cost of the salary and benefits for the teacher on leave for the period of the leave.

On return from the leave, the teacher shall be returned to a comparable position to that held immediately prior to the commencement of the leave, subject to redundancy and transfer. Where the teacher held a position of responsibility, it shall be returned to the teacher provided that it still exists.

The OECTA Unit Executive, or their designate, will be allowed up to twenty (20) days per year collectively to conduct the duties of their offices. The use of such days will be by mutual agreement between the OECTA Unit President and the Director of Education and these days may be granted so as to ensure continuity in the school programme.

- d) Jury Duty and Quarantine

A Teacher shall be granted a leave of absence without loss of pay during the school year, upon the occurrence of the following:

- i) if the Teacher is quarantined by the order of the Medical Officer of Health
- ii) if the Teacher is compelled to attend court for jury duty or as a witness under subpoena provided that the teacher remits to the Board any jury fees or witness fees received exclusive of travelling allowances and living expenses that the teacher receives as a juror or witness.

13:05 Personal Earned Leave Plan

It is the purpose of this plan to provide personal earned leave for reasons other than sick leave. The plan is intended to relate to the individual employee, give recognition for a record of good attendance and allow for personal leave with pay.

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee for the system.
- b) Each employee with a rate of absenteeism less than the average calculated in (a) above shall be awarded a credit of one (1) day in an earned leave bank as of September 1st in the year following the year of calculation. (The calculation for the period September 1st, to August 31st of each school year will be credited on September 1st, of the following school year.)
- c) The personal earned leave bank may accumulate up to a maximum of five (5) personal earned leave days. Part-time employees shall be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year.
- d) Personal earned leave days may be used under the following provisions:
 - i) Earned Leave Days with pay may be used for personal leave at the discretion of the employee. Requests for an earned leave day must be made to the Principal with the exception of days immediately prior to or following a statutory holiday or holiday period.
 - ii) Employees will endeavour to maintain a day for personal reasons including caring for dependents, attending dependents' medical appointments, attending post-secondary graduations, caring for dependents and immediate family members due to illness and bereavement.
 - iii) Where an employee wishes to use a personal earned leave day(s) immediately prior to or following a statutory holiday or holiday period, prior written approval must be given by the Manager of Human Resources. These requests will be limited to one (1) per fifteen (15) staff members in a school.
- e) A statement of earned leave days will be issued to each employee by October 31st in each year. Employees may not be credited with any earned leave day prior to the date of credit stated in this clause.

ARTICLE 14 - ALTERNATIVE EMPLOYMENT PLANS (A.E.P.)

1) JOB SHARING

- a) Upon mutual agreement between the teachers involved, an application to enter into an agreement of job sharing, may be submitted to the Director of Education by March 1st. In order to apply, teachers must have successfully completed their probationary period with the Board and each have a minimum of three (3) years experience with the Board.
- b) Approval of a job sharing arrangement shall rest solely with the Board.
- c) If approval is given, all necessary conditions required by the Ontario Teachers' Pension Plan Board shall be met in order to protect the status of the teachers' positions within the Ontario Teachers' Pension Plan.
- d) Teachers involved in a job sharing arrangement shall be paid according

to the salary scale and method of payment provision on a pro-rated basis.

- e) Teachers involved in a job sharing arrangement shall be entitled to benefits on a pro-rated basis.
- f) A job sharing arrangement shall not exceed one year.
- g) Any full-time teacher entering into a job sharing arrangement approved by the Board shall, upon dissolution of the job sharing position, be entitled to return to a full-time position, subject to the redundancy provisions of this Agreement.

2) DEFERRED SALARY LEAVE PLAN

A Deferred Salary Leave Plan is a plan whereby a teacher chooses to work for less than their regular salary in order to make provisions for a paid leave of absence.

- a) An application to participate in the Deferred Salary Leave Plan may be submitted by an individual teacher who has successfully completed their probationary period to the Board and who has a minimum of three (3) years of continuous experience with the Board.
- b) No proposal will be considered where the teacher applicant is already involved in, and has not fulfilled all of the requirements of a previous leave plan.
- c) Individuals shall make written application to the Director of Education on or before March 1st of any school year.
- d) Approval of a Deferred Salary Leave Plan shall rest solely with the Board.
- e) Where a proposed agreement is acceptable to the individual and approved by the Board, it shall be signed by each party to the agreement; that is, the individual and the Board, and implemented in accordance with this clause and the provisions of the Agreement.
- f) Teachers who are contemplating retirement within five (5) years are advised to study carefully the implications on their pensions before participating in the plan.

3) PART-TIME PLAN

- a) An application to enter into an agreement of part time work may be submitted to the Director of Education by March 1st.
- b) Approval of a part time arrangement shall rest solely with the Board.
- c) If approval is given, all necessary conditions required by the Ontario Teacher's Pension Plan Board shall be met in order to protect the status of the Teachers' positions with the Ontario Teachers' Pension Plan.
- d) Teachers involved in a part time arrangement shall be paid according to the salary scale and method of payment provision on a pro-rated basis.
- e) Teachers involved in a part time arrangement shall be entitled to benefits

on a pro-rated basis.

- f) A part-time arrangement shall not exceed one year and, it is agreed and understood that an extension of the assignment shall be subject to Board approval but will not exceed two years under normal circumstances.
- g) Any full-time teacher entering into a part time arrangement approved by the Board shall, upon dissolution of the part-time position, be entitled to return to a full-time position, subject to the redundancy provisions of this Agreement.

Approval/disapproval of any A.E.P. applied for in the proper manner shall be given to the applicant in writing, by May 1st of that year.

ARTICLE 15 - SICK LEAVE

1. Sick Leave

- a) Definition:
 - i) Sick Leave with pay shall be granted for absence due to sickness or acute inflammatory condition of the teeth or gums, including absence to attend medical and/or dental specialists appointments which are not elective in nature.
 - ii) The teacher shall submit proof of an appointment.
- b) Absences will be deducted from sick leave, but in no case shall a teacher suffer both the loss of pay and the loss of sick leave days.

2. Accumulative Sick Leave Plan

- a) The sick leave credit system is established and administered by the Board.
- b) The Board shall keep a register in which shall be entered the sick leave credits, the accumulated sick leave credits, and the deductions from the sick leave credits. An itemized statement of accumulated sick leave credits and deductions shall be issued annually by October 31st to each teacher. Any discrepancy must be reported in writing to the Board within 30 calendar days otherwise the statement is deemed to be correct.
- c) The Board shall, on September 1st of each school year, credit each teacher with twenty (20) days sick leave.
- d) Where a teacher commences employment after September 1st in any year, the sick leave credits of twenty (20) days shall be prorated on the basis of two days per month.
- e) Where a teacher is employed on less than a full time basis in any year, his/her annual sick leave credits shall be calculated on a pro rata basis.
- f) 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 Section 3 above, and then from any accumulated sick leave from previous years.

- g) Each teacher shall be entitled to have 100% of the unused portion of the teacher's annual sick leave of twenty (20) days transferred each June 30th to the teacher's accumulated sick leave plan.
- h) Teachers participating in an accumulative sick leave plan with other Ontario School Boards shall be credited with the full number of credited days when hired by the board.
- i) No transfer of credits shall be made to this Board if the employee received from a former employer a service gratuity or other allowance paid in respect of the accumulative sick leave.
- j) Leaves of absence for less than a full school year shall result in the pro-ration of sick leave credits.
- k) The maximum number of sick days allowable for accumulation shall be 200.

3. Subject to the terms and conditions of the carrier of the L.T.D. Plan, the teacher is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. Plan.

4. A statement of total unused sick leave days will be given to each teacher with the last pay in October, outlining the accumulative sick leave built up in previous years.

5. When a teacher leaves the employ of the Board, a statement of total unused sick leave for each period of employment will be issued at the request of the teacher.

ARTICLE 16 - EMPLOYEE BENEFITS

A summary of insurances shall be sent to each employee. A copy of the Master Benefit Plans shall be provided to the Unit on an annual basis.

16:01 Eligible Employees

a) Subject to the terms of Article 16:02 (e)(i) and (ii) below, the Board agrees to contribute on behalf of each eligible full-time employee, the amount indicated in this Article of the billed premium under the plans provided, subject to the terms and conditions of the carrier of each plan.

Part-time employees under contract to the Board, and covered by this Collective Agreement, shall be eligible for employee benefits under the terms of this Article.

The Board agrees to contribute on behalf of each eligible part-time employee, an amount based on the following formula:

Carrier's Billed Premium	X	Pro-Rated Time for the Employee	X	Proportion of the Board's Premium Contribution in this Article
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The teacher is responsible for payment of the balance of the premium through Payroll deductions.

b) The contributions of the Board to the premium of each plan provided, shall be subject to the carrier's requirements, and to minimum enrolment requirements.

c) Eligible employees may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment must be made with the Manager of Human Resources. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.

d) All members are entitled to full coordination of benefits.

16:02 Employee Benefit Plans

The following benefit plan descriptions are illustrative only. The official plan documents with the carriers shall govern benefits.

a) Life Insurance

- i) Group Life Insurance - 3 times the employee's salary to a maximum of \$135,000 including Accidental Death and Dismemberment.
- ii) Optional Life Insurance for an employee and/or spouse is available at the expense of the employee, up to \$300,000 for each.

b) Extended Health and Drug Plan

- Deductible of \$10
- Vision coverage - \$250 max. per person every 24 month
- Psychologist - add \$1000 per year maximum

c) Dental Plan -current year O.D.A. rate

- Major Restorative and Dentures at 50% co-payment with a maximum of \$2,000 per person annually.
- Orthodontics at 50% co-payment with a maximum of \$2,000 per person lifetime.

d) Long Term Disability

The Board shall administer the LTD plan with 100 percent of the premium costs paid by participating teachers.

Details regarding LTD benefits are available in the Benefit booklet. The waiting period shall not exceed 60 working days.

e) i) The Board shall pay 100% of the premium in effect on September 1st, 1996 for the following benefits:

- Group Life Insurance including Accidental Death and Dismemberment
- Extended Health and Drug Plan
- Dental Plan

If an increase or decrease in the rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease will be calculated into the cost of the next Agreement.

ii) The employees shall pay 100% of the premium for the Long Term Disability Group Plan Basic Benefit.

f) Wage Loss Replacement Plan

i) The employees acknowledge the Board's Wage Loss Replacement Plan and its registration with Human Resources Development Canada, which results in a reduction in Employment Insurance Premiums.

ii) The employees agree that the net savings arising from the reduction in premiums has been used to share equally in the funding of an Employee Assistance Programme and that this practice will continue.

iii) The employees agree that, effective January 1,1998, after funding the above-noted programme and fees, any unused balance will be proportionately distributed as follows:

Board Share = 7/12

Employee Share = 5/12

iv) The parties agree to re-calculate the percentages based on current employee numbers in each employee group as at February 1st of each year.

g) Payroll Savings Plan

The Board, in consultation with the OECTA Unit Executive will make available Payroll Savings Plans, on the provision that sufficient employees enroll in such plans to make them viable.

16:03 Mandatory Participation Clause

a) All eligible employees are required to enroll in the Long Term Disability Plan as outlined above.

b) All eligible employees are required as a condition of employment, to enroll in the Benefit Plans outlined above unless they provide evidence of coverage carried by a spouse.

c) The Board shall provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverage for each employee. Where the employee fails to notify the Manager of Human Resources of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

16:04 Administration of L.T.D.

a) Individuals who have been granted an L.T.D. Benefit under the terms and conditions of the carrier of the L.T.D. Plan, and who have not resigned from the employment of the Board, shall prepare and submit an application for a Leave of Absence upon receipt of notice from the carrier, that an L.T.D. Benefit

has been approved.

- b) Where it has been determined that the individual has accepted other employment, the individual shall be considered to have ceased their employment with the Board and the Board shall terminate their contract.

16:05 Workplace Safety & Insurance

It is agreed when a member of the teaching staff is eligible for and received approval of payment of Workplace Safety and Insurance Benefits:

- i) The WSIB payment received shall be forwarded to the Board;
- ii) The teacher shall receive full salary from the Board;
- iii) There shall be no deduction of sick leave credits from the teacher.

16:06 The Elementary OECTA Unit shall have a representative on the Board/Employee Benefits Review Committee.

ARTICLE 17 - WORKING CONDITIONS

17:01 Lunch Break

- a) The scheduled lunch break and eating period will comply with the Education Act, and Regulations thereunder.
- b) Notwithstanding (a) above, a Principal and his/her staff may schedule and arrange the noon hour in a manner which is agreed upon by the school staff and the Unit providing the schedule complies with the Education Act and Regulations thereunder. Principals will continue to be scheduled for lunch period supervision.

17:02 Preparation Time

Full-time teachers in Elementary schools shall be provided with self-directed preparation and planning time as follows:

Effective September 1, 2008 -	200 minutes
September 1, 2009	- 210 minutes
September 1, 2010	- 220 minutes
September 1, 2011	- 230 minutes
August 31, 2012	- 240 minutes

Planning time shall be prorated for part-time teachers.

The Principal will make their best effort to develop an initial planning time schedule that allows for forty (40) minute uninterrupted blocks.

Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in Elementary teacher preparation time above the 2008-09 level, to enable full-time school based teaching

assignments in the Arts in more than one Elementary school. This shall be done in consultation with the Joint Board Level Elementary Staffing Committee.

Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.

A teacher shall bank lost planning time which shall be rescheduled within the current school year by the Principal in consultation with the affected teacher.

In order to allow for special events during Education Week, Easter Week and the week prior to Christmas, it is understood that a teacher may lose up to one period of prep time per week in each of the weeks listed above.

17:03 Supervision

It is understood that all school based staff have a role to play in Elementary school supervision.

- i) Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision or instructional time.
- ii) Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision.
- iii) Notwithstanding i) above, it is agreed that teachers will be in their classrooms or teaching area fifteen (15) minutes prior to the first scheduled class of the day, as per past practice.
- iv) The maxima of supervision minutes for Elementary teachers will be as follows:

100 minutes in 2008-2009
90 minutes in 2009-2010
80 minutes in 2010-2011
80 minutes in 2011-2012
- v) The introduction of the maxima described above shall not increase Collective Agreement provisions or current practice during the 2007-08 school year, where such provisions may be more favourable.
- vi) The Board shall provide the local Association President with school supervision schedules in a timely manner but no later than October 1.
- vii) Supervision duties shall be assigned to all teachers in a fair and equitable manner.
- viii) Supervision assignments shall be pro-rated based on percentage of the employment contract.

17:04 Allocation of Teaching Workload

The Board will make a reasonable effort to have the assignment of teaching load, supervision duties, and all other related assignments done in a fair and equitable

manner.

The parties agree that the review of the allocation of teaching load shall be in the purview of the Joint Board Level Elementary Staffing Committee.

17:05 Release Time for Assessment and Report Cards

- a) In the 2009-10 school year, one (1) Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the Elementary level. The day will be designated in the calendar prior to the first reporting period.
- b) Effective September 2010, two (2) such Professional Activity Days shall be designated, one (1) prior to the first reporting period and one (1) prior to the second reporting period.

17:06 Workplace Harassment

The Board Policy on Workplace Harassment will not be changed without an opportunity for input from the OECTA Unit during the term of this Agreement.

17:07 Health And Safety

The Guidelines for the Structure and Function of the Joint Health and Safety Committee will not be changed without an opportunity for input from the OECTA Unit during the term of this Agreement.

ARTICLE 18 - TEACHER CLASSIFICATIONS OF LEVEL

18:01 The Board accepts for classification of level, the Qualifications Evaluation Council of Ontario Programme 5.

- 18:02 a) It is the responsibility of the teacher to obtain and submit the appropriate official documents to the Director of Education to determine: certification (Ontario Teacher's Certificate); qualifications (Ontario Teacher's Qualification Record Card); experience (Statement of Experience issued by a School Board); Q.E.C.O. Statement of Evaluation, and the certificate of a Tuberculin Test.
- b) Until such time as the Q.E.C.O. Statement of Evaluation is submitted, the teacher shall be paid the category for which he/she is deemed qualified, including experience, upon examination of documents by the Director of Education.

18:03 Teacher Classifications

A teacher who has completed the requirements for a higher Statement of Evaluation prior to September 1st, is entitled to an adjustment in salary retroactive to September 1st provided a Statement of Evaluation or a "notice of expected change" along with an explanation of the delay from Q.E.C.O. is submitted to the Board by December 31st.

A teacher who has completed the requirements for a higher Statement of Evaluation after September 1st, is entitled to an adjustment in salary retroactive to January 1st provided a Statement of Evaluation or a "notice of expected change" along with an explanation of the delay from Q.E.C.O. is submitted to the Board by June 30th.

18:04 Appeals

- a) The Board and the OECTA Unit recognize the right of either party to appeal the evaluation of Q.E.C.O. as indicated on a Statement of Evaluation.
- b) The party making an appeal must notify the other party, in writing, that an appeal is being filed with Q.E.C.O.
- c) Until such time as an appeal is settled, no change in category shall be made based on the evaluation under appeal.
- d) Upon settlement of an appeal, a teacher shall be entitled to full retroactive salary, provided that the evaluation under appeal was submitted within the terms of clause 18:03 above.

ARTICLE 19 - INTERPRETATIONS

19:01 Teachers holding an Interim Certificate of Qualifications are to be placed in the category to which their academic and professional qualifications equate.

19:02 All persons teaching on a Letter of Permission will be paid A or A1 minimums unless related experience is recognized by the Board at time of hire. It is understood that A applies to persons without University graduation and A1 applies to persons who have graduated from University.

ARTICLE 20 - EXPERIENCE

20:01 Teaching Experience

A teacher who provides verified and documented evidence of teaching experience after graduation from a teacher-training institution recognized in Ontario shall be entitled to an experience allowance under the following provisions:

- a) Full-time experience shall be recognized in full.
- b) Partial years of experience shall be pro-rated on the basis of one month full-time experience equal to one-tenth of an increment for each month of said partial experience. For the purposes of this clause, twenty (20) continuous full teaching days shall equal one month of experience. (i.e. .5 teacher receives recognition for 5 months teaching experience.)
- c) Occasional teaching experience shall, in accordance with the provisions of this Agreement, be recognized at the rate of one-tenth of an increment for each 20 continuous full-time teaching days. Part-time occasional teaching shall be pro-rated.
- d) Experience presently recognized by the Board for salary purposes shall continue to be recognized.
- e) A statement of experience submitted to the Director of Education not later than December 31st of the current school year entitles the teacher to retroactive salary to September 1st of the current school year.

- f) A statement of experience submitted to the Director of Education not later than June 30th of the current school year entitles the teacher to retroactive salary to January 1st of the current school year.

20:02 The experience used for the calculation of salaries shall be the experience determined and documented up to September 1st in the current school year.

ARTICLE 21 - APPLICATION

21:01 All members of the teaching staff of the Board will be placed in categories and paid according to their qualifications, experience and responsibility as delineated in this Agreement.

ARTICLE 22 - SALARY SCHEDULES AND ALLOWANCES

22:01 Salary Schedules

As per Schedule A

22:02 Additional Degrees

A teacher who earns a Master's Degree or Doctorate Degree from a Canadian University or a degree recognized by Q.E.C.O., after earning placement in Category A4, shall receive an allowance as follows:

- i) Master's Degree -1 % of the individual's category placement;
- ii) Doctorate Degree -1.5 % of the individual's category placement;
- iii) A teacher will be eligible for only one allowance outlined in (i) or (ii) above. Individuals receiving an allowance for a position which includes a degree outlined above as a qualification for the position, are not eligible for this allowance.

22:03 Responsibility Allowances/Salaries

a) Head Teacher (in effect for 2008-09)

A Head Teacher shall receive an allowance equal to 2% of the designated teacher's Category Placement of the salary grid.

b) Teacher in Charge (Effective September 2009)

The Teacher In Charge shall receive an allowance of \$25 per half day or less and \$50 per day on anything more than half a day.

c) Consultants

Consultants will receive a base salary at the appropriate category and years of experience, plus an allowance of 10% of the A4 maximum salary grid.

d) Designated Teachers (in effect for 2008-09)

A designated teacher shall receive an allowance of 10% of his/her regular per diem rate of pay for each day served as a designated teacher. The allowance shall be prorated for partial days.

22:04

- a) Part-time teachers shall be paid for such actual part-time teaching in proportion to the salaries and allowances outlined in this Agreement. (i.e. a half-time teacher will be paid 50% of any salary and allowance.)
- b) Teachers appointed part-time to a position of responsibility and teachers receiving any special allowances, shall be paid, in addition to their salary, an allowance in proportion to the amount of time determined for the position.
- c) When a new position of responsibility is created by the Board, which is not covered by this Agreement, any additional responsibility allowance, for such position shall be determined in consultation with the Unit.
- d) i) Deductions from salary for days not worked and/or for absences which are authorized without pay under the terms of this Collective Agreement, shall be made in the proportion of the number of days worked (or not worked) to the total number of days in the school year.
ii) When a teacher has been over-paid, the refund of monies to the Board shall be made on a mutually agreed schedule within the same school year.

22:05

- The Board, when requesting a teacher to take a course:
 - a) will, upon successful completion of the course, reimburse the teacher for the tuition fee;
 - b) shall pay related expenses deemed necessary subject to the approval of the Director;
 - c) shall make arrangements with the teacher for tuition fee, related expenses and other financial arrangements prior to the teacher enrolling in the course, subject to (a) and (b) above;
 - d) These provisions do not apply;
 - i) to courses required as conditions of employment or basic qualifications as a teacher (ie. Religious Education Qualifications, Basic Teaching Certificate);
 - ii) to courses required as conditions of employment or basic qualifications for a position of responsibility (Principal's Certificate, Specialist's Certificate).

22:06

Travel Rates shall be paid according to Board Policy on travel allowances. This policy will not be changed without the opportunity for input from the OECTA Unit during the term of this Agreement.

ARTICLE 23 - PAYMENT OF SALARY AND DEDUCTIONS

23:01

A schedule of bi-weekly pay dates covering the period of this Agreement shall be

provided and implemented by the Board. (See Appendix A)

- 23:02 a) The method of payment shall be by deposit to each teacher's bank account in accordance with the schedule approved in 23:01 above.
- b) All matters relating to the payment of salary shall be sent to the teachers in a confidential manner.
- 23:03 a) Association fees will be deducted on a bi-weekly basis and remitted as prescribed by legislation and regulation. Should any change in existing legislation or regulation occur, both parties agree to meet and amend this clause by mutual consent.
- b) The OECTA Unit Executive may request that the Board collect, as above a levy agreed upon by the Elementary Unit Membership in accordance with OECTA Provincial By-Laws.
- c) The Board shall deduct the annual fee from the pay of each teacher and forward this fee to the Ontario College of Teachers in accordance with the Ontario College of Teachers Act and the Regulations. This fee shall be deducted from a pay period within the month in the Fall that contains three pays.
- d) The Unit shall indemnify and save the board harmless against any claim or liability arising out of the application of clause 23:03.

ARTICLE 24 - MISCELLANEOUS

24:01 Administration of Medication to Students

The Board policy on Health Services and Medication shall not be changed without the opportunity for input from the OECTA Unit during the term of this Agreement.

24:02 Tax/School Support

Adherence to the philosophy of Catholic Education imposes the obligation on teachers in the Catholic school system to direct their school taxes to the support of that school system unless they are prevented from so doing by law or extenuating circumstances.

24:03 Teacher Performance Appraisal and New Teacher Induction

- a) Performance appraisals for Teachers (Experienced Teachers and New Teachers) and New Teacher Induction shall be conducted in accordance with the Education Act and Regulations as set out by the Ministry of Education.
- b) No member of the Bargaining Unit shall participate in the Performance Appraisal of another member.
- c) When a teacher receives a Performance Appraisal of unsatisfactory, the appraiser will include a written statement under the Principal's Summary Comments for the teacher to advise their local Unit President within 5 days.
- d) The teacher shall have the right to respond in writing to the evaluation within five (5) school days of receipt of the evaluation. The teacher's response shall be included in the teacher's personnel file with the evaluation.

- e) Voluntary activities shall not be evaluated within the context of the Performance Appraisal Process.
- f) The Board will not add any additional domains, competencies, or look fors to the New Teacher or Experienced Teacher Appraisal process.
- g) By September 30th of each school year, the Board shall disclose to the Unit, the names, if any, of the teachers who are designated to participate in the Performance Appraisal process in that school year.
- h) A Performance Appraisal within a school year shall be completed by May 31st.

24:04 Elementary School Staffing

The Board will staff the Elementary schools in the school system in accordance with the Education Act and Regulations.

The Board will endeavour to limit the integration of students with identified exceptionalities to an appropriate number based on the severity of the exceptionality and the assistance available to the classroom teacher.

24:05 Joint Board Level Elementary Staffing Committee

The Joint Board Level Elementary Staffing Committee (JBLESC) is established in order to provide a higher level of openness, disclosure and meaningful consultation, in an atmosphere of openness and transparency. It is intended that the Association be given the opportunity to advise the Board on decisions that impact staffing.

- a) The Joint Board Level Elementary Staffing Committee will be established in January 2009 consisting of (3) representatives appointed by the Board and three (3) representatives appointed by the Association.
- b) The representatives of the Teachers and the representatives of the Board shall nominate one of their number as a Co-Chairperson.
- c) The JBLESC shall meet at least four (4) times per year during the regular work day and will work to develop consensus on matters within its mandate. Additional meetings may be called at the mutual consent of the Co-Chairs. The first meeting of the Joint Board Level Elementary Staffing Committee will be called prior to September 30th of each school year.
- d) An agenda for each meeting shall be prepared by the Co-Chairs prior to any meeting. All information pertinent to the agenda will be provided to the Committee members at least 24 hours prior to the meeting of the Committee. The JBLESC shall be provided with all relevant information to discharge its duties pursuant to this Article.

ARTICLE 25 - DURATION AND RENEWAL

- 25:01 a) The terms of this Agreement shall have effect from September 1, 2008 and continue in force until August 31, 2012.
- b) Changes made to this Collective Agreement during its lifetime may be made

by mutual agreement in writing, after ratification by the OECTA Unit and the Board.

- c) Where mutual agreement to amend occurs, the amendment shall be binding on both parties effective the date of the Agreement.

25:02 a) When the Agreement is settled, the Board will supply the OECTA Unit Negotiating Committee with a copy of the draft Agreement for their review. The final printed Agreement, when ratified and signed by both parties, will be distributed to staff within 45 days of the signing of the Agreement. This Agreement shall also be sent to new teachers with their letters of appointment. The Board will send copies of this Agreement on disk, to the OECTA Unit President and Chief Negotiator.

- b) Both parties, on coming to a tentative Agreement shall hold a ratification meeting within fifteen (15) school days.

Letter of Intent - Length of School Day

The daily instructional program at an elementary school shall not exceed 300 minutes in length as per the Education Act.

Letter of Intent - Assessment, Evaluation and Report Cards

For the 2008-09 school year, the Board will designate one half day of the Professional Activity Day in December 2008 for the purpose of self-directed assessment, evaluation and reporting at the school site following parent interviews; one half day of the Professional Activity Day in January 2009; and one half day release to be taken at a mutually agreed upon time.

For the 2009-10 school year, in addition to the Professional Activity Day designated by the PDT, the Board will designate one half day of the Professional Activity Day in December 2009 for the purpose of self-directed assessment, evaluation and reporting at the school site following parent interviews and one half day release to be taken at a mutually agreed upon time.

For the 2010-11 and 2011-12 school years, the Board will designate one half of the Professional Activity Day in December for the purpose of self-directed assessment, evaluation and reporting at the school site following parent interviews.

Letter of Intent

A teacher who volunteers beyond the normal 194 days to participate in curriculum writing activities or other activities as agreed upon with the Unit President shall be compensated according to the daily **occasional** teacher rate.

Letter of Intent

Prior to introducing a change to the "traditional school day", the Board undertakes to consult the Unit.

Letter of Intent

A joint committee of the Board and the Local Bargaining Unit may review the surplus and redundancy process with a view to amending the procedures by mutual consent.

Letter of Understanding - Joint Board Level Staffing Committee

1. The Board will hire the full complement of additionally funded Elementary teachers that result from the new GSN allocation for the reduction of class sizes in Grades 4 - 8 and the JBLESC will be engaged in the allocation of the additional staff.
2. The JBLESC will be consulted on the assignment of the teaching staff generated by the increase in Elementary teacher preparation time funded in accordance with the PDT Agreement.

The Board, in consultation with the JBLESC, may assign the additional teaching staff generated by the increase in Elementary teacher preparation time above the 2008-09 level to enable full-time school-based teaching assignments in the Arts in more than one Elementary school.

3. The JBLESC will monitor the use of funding enhancements introduced to enhance funding for student supervision and promote school safety in Elementary schools through added supervision personnel.
4. The JBLESC will review and discuss at least once a year the School Board data on Letters of Permission.
5. The JBLESC will consult and advise on staffing and workload issues as agreed by the Board and the Association.

This includes but is not limited to:

1. Consult and advise on the development of school staffing model(s)
2. Consult and advise on the development of the strategy to expand programming and supports for students in Grades four to eight
3. Consult and advise on the aggregation of the increase of weekly minutes of Elementary preparation/planning time generated within 20 consecutive instructional days, into meaningful blocks of preparation time for Elementary teachers
4. Review, analyze and monitor school staffing data and advise on the allocation of teacher(s) to individual schools to address the class size reduction in Grades 4-8
5. Review and analyze school supervision schedules to ensure the equitable distribution of supervision minutes at schools
6. To consult and advise on the development of a school-based consultation process
7. Consult and advise on any other staffing or staffing related issues as

agreed between the Board and the Association.

Letter of Understanding - Curriculum Initiatives

For the term of this Collective Agreement, the Board agrees to consult with the Elementary Workload Committee and the President of the Unit on any new initiatives prior to implementation.

Letter of Understanding - Annual Learning Plan

It is understood that a Teacher's Annual Learning Plan (ALP) is teacher authored and directed. The ALP is a living document where teachers document their practice, set goals and plan strategies for their own development on an ongoing basis. Consultation and collaboration related to the ALP shall take place as defined by the Minister of Education.

Letter of Understanding - Elementary Workload Committee

By March 2009, there shall be established a joint committee of the Unit President and one (1) teacher representative from each of the following areas appointed by the Bargaining Unit:

- Primary
- Junior
- Intermediate

The Board may appoint an equal number of representatives. The mandate of this committee shall be to examine the impact on the workload of Elementary teachers as affected by assessment and evaluation protocols.

The recommendations arrived at by this committee shall be communicated to all Elementary teachers as a Best Practice.

Letter of Understanding

The Board recognizes and appreciates that teachers on a school staff share in the responsibility for the total school program by their voluntary contribution to the enrichment of life within the school community through participation in extra-curricular activities which are approved by the school Principal.

Letter of Understanding - Expansion of Kindergarten

In the event that the government moves to extend the Kindergarten Program, the parties shall meet to address all issues related to the implementation.

Letter of Understanding

The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all school Boards as follows: 0.32 teacher per 1,000 Grade 4 to 8 pupils.

Letter of Understanding - Benefit Improvement

In accordance with the PDT Agreement, all group benefit coverage levels, provisions and practices in place in 2007-08 and not revised within the parameters of the PDT Agreement, will remain status quo for the 2008 to 2012 Collective Agreement.

Conditional upon approval by the Lieutenant Governor-in-Council of the available funds, the parties shall meet to determine the amount of funds allocated through the PDT to the Bargaining Unit for the purpose of benefit enhancements effective September 1, 2010.

Upon written request, the Board shall provide the Bargaining Unit with the requested disclosure of benefits information in order to inform decision making on benefit enhancements for September 1, 2010.

The Bargaining Unit shall have discussions with, and inform the Board of the benefit improvements that shall take effect September 1, 2010 on a go forward basis, as per the Provincial Discussion Table Agreement May 1, 2008. It is understood that the Board's share of the costs for enhancements will not exceed the Government funding levels provided to the Board in September 2010 for this purpose.

Letter of Understanding - Joint Professional Development Committee

Terms of reference:

1. The Joint PD Committee will monitor and address ways in which funds generated by the allocation in the Grants for Student Needs (as outlined in the PDT) will be used to enhance professional learning opportunities for teachers.
2. The Joint PD Committee will promote best practices in the implementation of professional learning which shall be embedded in the instructional day.
3. The Joint PD Committee will advise the Board in a timely manner regarding the scheduling of appropriate professional activities for the subsequent school year.
4. The Joint PD Committee will oversee the professional activities for teachers during Professional Activity Days to ensure that they are consistent with the learning goals identified in the Teachers' Annual Learning Plans.
5. The Joint PD Committee will promote best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation in the schools of the Board and system-wide.
6. The Joint PD Committee will provide advice and assistance to Board staff

who are assigned responsibility for providing professional development to teachers and for planning such activities.

- 7. The Joint PD Committee will consult and advise on other issues related to teacher professional learning as agreed by the Board and the Association.

Schedule A

Bruce-Grey Elementary OECTA Collective Agreement 2008- 2012

Bruce-Grey Catholic District School Board

OECTA Elementary Unit

Salary Schedule Effective: September 1, 2008

Years of Experience	Pre-Degree	A1	A2	A3	A4
0	35179	38763	40488	44320	47455
1	37471	41257	43172	47377	50716
2	39764	43750	45857	50434	53977
3	42057	46244	48541	53491	57238
4	44350	48738	51225	56548	60499
5	46643	51231	53909	59605	63760
6	48935	53725	56593	62662	67021
7	51228	56218	59278	65719	70282
8	53521	58712	61692	68776	73543
9	55814	61206	64646	71833	76804
10	58106	63699	67330	74890	80065
11	60399	66193	70014	77947	83326
12	62692	68687	72698	81004	86587
Experience Allowance	2293	2494	2684	3057	3261

Schedule A

Bruce-Grey Elementary OECTA Collective Agreement 2008- 2012

Bruce-Grey Catholic District School Board

OECTA Elementary Unit

Salary Schedule Effective: September 1, 2009

Years of Experience	Pre-Degree	A1	A2	A3	A4
0	36234	39926	41703	45650	48879
1	38595	42495	44467	48798	52237
2	40957	45063	47233	51947	55596
3	43319	47631	49997	55096	58955
4	45681	50200	52762	58244	62314
5	48042	52768	55526	61393	65673
6	50403	55337	58291	64542	69032
7	52765	57905	61056	67691	72390
8	55127	60473	63821	70839	75749
9	57488	63042	66585	73988	79108
10	59849	65610	69350	77137	82467
11	62211	68179	72114	80285	85826
12	64573	70748	74879	83434	89185
Experience Allowance	2362	2569	2765	3149	3359

Schedule A

Bruce-Grey Elementary OECTA Collective Agreement 2008- 2012

Bruce-Grey Catholic District School Board

OECTA Elementary Unit

Salary Schedule Effective: September 1, 2010

Years of Experience	Pre-Degree	A1	A2	A3	A4
0	37321	41124	42954	47020	50345
1	39753	43770	45801	50262	53804
2	42186	46415	48650	53505	57264
3	44619	49060	51497	56749	60724
4	47051	51706	54345	59991	64183
5	49483	54351	57192	63235	67643
6	51915	56997	60040	66478	71103
7	54348	59642	62888	69722	74562
8	56781	62287	65736	72964	78021
9	59213	64933	68583	76208	81481
10	61644	67578	71431	79451	84941
11	64077	70224	74277	82694	88401
12	66510	72870	77125	85937	91861
Experience Allowance	2433	2646	2848	3243	3460

Schedule A

Bruce-Grey Elementary OECTA Collective Agreement 2008- 2012

Bruce-Grey Catholic District School Board

OECTA Elementary Unit

Salary Schedule Effective: September 1, 2011

Years of Experience	Pre-Degree	A1	A2	A3	A4
0	38441	42358	44243	48431	51855
1	40946	45083	47175	51770	55418
2	43452	47807	50110	55110	58982
3	45958	50532	53042	58451	62546
4	48463	53257	55975	61791	66108
5	50967	55982	58908	65132	69672
6	53472	58707	61841	68472	73236
7	55978	61431	64775	71814	76799
8	58484	64156	67708	75153	80362
9	60989	66881	70640	78494	83925
10	63493	69605	73574	81835	87489
11	65999	72331	76505	85175	91053
12	68505	75056	79439	88515	94617
Experience Allowance	2506	2725	2933	3340	3564

December	14,28				
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Appendix A

Bruce-Grey Elementary OECTA Collective Agreement 2008 -2012

PAY DATES

2008-2009 School Year					
September	12,26	January	2,16,30	May	8,22
October	10,24	February	13,27	June	5,19
November	7,21	March	13,27	July	3,17,31
December	5,19	April	10,24	August	14,28
2009-2010 School Year * Please note: There will be 27 pay periods in 2010.					
September	11,25	January	1,15,29	May	7,21
October	9,23	February	12,26	June	4,18
November	6,20	March	12,26	July	2,16,30
December	4,18	April	9,23	August	13,27
2010-2011 School Year					
September	10,24	January	14,28	May	6,20
October	8,22	February	11,25	June	3,17
November	5,19	March	11,25	July	1,15,29
December	3,17,31	April	8,22	August	12,26
2011-2012 School Year					
December	9,23	January	13,27	May	4,18
October	7,21	February	10,24	June	1,15,29
November	4,18	March	9,23	July	13,27
December	2,16,30	April	6,20	August	10,24
2012-2013 School Year					
September	7,21				
October	5,19				
November	2,16,30				

In witness thereof, the Board has signed this Agreement this _____ day of _____, 2008.

Bruce-Grey Catholic District School Board

Chair

Secretary

In witness thereof, O.E.C.T.A. has signed this Agreement this _____ day of _____, 2008.

The Ontario English Catholic Teachers' Association
