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2004-2008
AGREEMENT
BETWEEN
BRUCE-GREY CATHOLIC DISTRICT
SCHOOL BOARD

(Hereinafter called "the Board")

AND
BRUCE-GREY O.E.C.T.A. SECONDARY
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(the "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.

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 O.E.C.T.A. Secondary Teachers Unit hereinafter called "the Unit".
- b) Teachers employed by the Board whose assignment is more than 50% at the Secondary Level (Grades 9-12), are the members of the Unit.
- c) The Board recognizes the officers of the Unit as the elected representatives of the members of the Secondary OECTA Unit.
- d) The Board recognizes OECTA Provincial as the bargaining agent for all members of the 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 to 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) Acting Administrator

- i) The Board may assign to a teacher the duties of an administrator (Principal/Vice-Principal) for a temporary period such that an appointment in Semester 1 would end no later than the end of the school year while an appointment in Semester 2 might carry over into the next school year but no longer than the end of Semester 1 of that school year. This may be modified by mutual agreement.
- ii) No teacher shall be assigned without his/her consent.
- iii) Acceptance by the teacher of such temporary duties shall not interrupt the teacher's accumulation of seniority rights or credit for experience under the provisions of this agreement.
- iv) All other provisions of this collective agreement shall apply to the teacher during such a temporary assignment.
- v) Any teacher assigned such duties shall not participate in the evaluation of another member of the bargaining Unit.
- vi) The Board agrees to replace any teacher who accepts an Acting Administrator position for a temporary period as described in i) and ii) above with an occasional teacher.

b) Area Chairpersons

Defined in accordance with the regulations pertaining to Teachers in Charge of Organizational Units.

c) Probationary Administrator (Principal/Vice-Principal)

- i) A teacher may accept an appointment by the Board to fill a vacant position as an Administrator (Principal/Vice-Principal) on a probationary basis for one year.
- 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 surplus (to the school) and then the redundancy (to the system) clauses will be activated.

d) Designated Teachers

In the absence of the principal, a vice-principal, 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.
- e) Full-Time Teacher For Salary Purposes - A teacher defined in accordance with the Education Act, and the Regulations other than occasional teachers, whose assigned teaching, preparation, supervisory and on-call time during the school day totals 100% of the scheduled school day for the particular school(s) to which the teacher is assigned.
- f) Part-Time Teacher For Salary Purposes - A teacher defined in accordance with the Education Act and the Regulations other than an occasional teacher whose assigned teaching, supervisory and on-call time during the school day is expressed as a percentage of a full-time teacher.
- g) 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.
- h) Teacher - A person holding a valid certificate of qualification as a teacher in secondary school in Ontario, as defined in Part X.1 of the Education Act, and employed with the Board to teach in the regular day-school programme.
- i) Q.E.C.O. -The Qualifications Evaluation Council of Ontario.

ARTICLE 4 - NO STRIKE 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 Negotiating Committee

- a) The Board and Unit negotiating teams shall consist of not more than 5 representatives of the Unit and 5 representatives of the Board.

5:02 Liaison Committee

- a) The Board and the Secondary OECTA Unit shall form a joint Liaison Committee made up of the President of the Secondary OECTA Unit and two members of OECTA Unit Executive, the Chairperson of the Board 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 Director of Education and they shall endeavour to arrange a meeting in each term.

5:03 Professional Development Committee

The Board will designate one Professional Activity Day on the school year calendar for the professional development of the members of the OECTA Unit. The activities planned for the designated day will comply with the Education Act and Regulations as may be amended from time to time.

- a) A Professional Development Committee composed of three members of the Unit and the appropriate Superintendent designated by the Director of Education will develop the activities for the designated day.
- b) The activities will be funded by the Unit, address the needs of the teachers and be consistent with system priorities.
- c) The committee will be responsible for conducting a needs assessment in order to carry out the intent of b) above.

5:04 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.

5:05 Upon written request, the Board, will supply the OECTA Unit President with information regarding Teachers' Salaries, experience, qualifications, responsibility allowance where applicable, 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 and personnel information relating to employees, the Board will adhere to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and any amendments thereto.
 - b) Teachers will have the right to examine any personnel files related to themselves subject to any requirements to sever third party information or otherwise protect information under the Act. Such examination will be provided under supervision through an information request as provided by the Act where

the Board requests the employee to do so.

- c) Reasonable requests by a teacher for copies of information contained in their personnel file will be met as provided for in the Act.

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 secondary 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 31 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) All teaching vacancies up to June 1 of each school year shall be posted at each school for the consideration of staff currently employed by the Board. Subsequent to June 1, the Board will fill vacancies at its discretion.
- b) All positions of responsibility provided for under this agreement which are vacant or newly created will be posted by June 1st at each school for the consideration of staff currently employed by the Board.
- c) Teachers applying for a posted vacancy must apply within 5 school days of a posting.
- d) All positions of responsibility which are vacant, any new positions of responsibility and term appointments when applicable, shall be advertised within the system prior to external advertising.

ARTICLE 10- DISCIPLINE, DISMISSAL, TERMINATION

10:01 Discipline, Dismissal, Termination

- a) No teacher who has successfully completed their probationary period shall be

disciplined, 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 two years of employment with the Board, a teacher will be on probation. However, for a teacher with one or more years of experience with a Board who was hired by the Bruce-Grey Catholic District School Board the probationary period shall be one (1) 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) A teacher may request that a union representative be in attendance in a note-taking capacity at any investigative meeting with an Administrator that could lead to disciplinary action against another teacher.
- i) A teacher shall provide a minimum of 30 days notice of resignation. Should a teacher provide less than 30 days notice, the posting requirement of their vacated position shall be waived and the Board may staff the position at their discretion.
- 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.

10:02 Retirement

The retirement date for all teachers will be December 31st of the calendar year in which the individual teacher reaches age 65. Teachers may apply for an exemption in order to work beyond the retirement date, provided it is mutually acceptable to the Board on a year to year basis.

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.

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) Secondary teachers on probation shall be the first to be declared redundant using the "Order of Criteria for Determining Redundant Teachers".
- c) If the Board still experiences a surplus of teachers in the secondary schools, permanent teachers shall be declared redundant using the "Order of Criteria for Determining Redundant Teachers" set out below.
- d) 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.
- e) 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 required by the Ministry of Education to teach the division, subject(s) and/or programmes for the available position(s).
- f) 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.
- g) 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.
- h) A teacher who is declared redundant shall be placed on the Occasional Teachers List.
- i) Teachers shall be withdrawn from the recall list should they accept a teaching contract with another employer.
- j) 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 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 15 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 12:04 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 Director, by April 1 st, for a transfer and shall inform the Principal of his/her request.

- 4) It is understood that Elementary Teachers may only transfer to vacant positions within the Secondary Unit.
- 5) The 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 Funeral Leave

In the event of a death in the immediate family, a teacher shall be allowed up to three (3) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of attending the funeral. In the event of a death in the extended family, a teacher shall be allowed up to one (1) day leave of absence with pay and no loss of sick leave for the purpose of attending the funeral. Leave of absence beyond the day(s) stated shall be granted without pay.

- a) Immediate Family includes spouse, children, mother, father, brother, sister, mother-in-law, father-in-law.
- b) Extended Family includes a teacher's grandparent, aunt, uncle, brother-in-law, sister-in-law, son-in-law and daughter-in-law,
- c) In the event of a death in the immediate or extended family which requires travel to attend a funeral more than 160 km from a teacher's place of residence, the teacher will be allowed up to an additional 2 days leave added to the number of days stated in this clause.

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) A Paternal Leave of up to two days will be granted without loss of salary on the day of, or day after the birth of a child, on the day of the hospital release of the mother.
- 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) A teacher on maternity leave who makes application to the Board will receive a 100% top-up between Employment Insurance benefits and full salary for a 6 week time period.

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/she 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.

or witness.

13:04 Special Leaves

a) Serious Illness Leave

In the event of serious illness in the immediate family, a teacher may be allowed up to a maximum of three (3) days leave of absence, provided the illness to the member of the immediate family is certified by a doctor. The teacher may, under extenuating circumstances apply to the Board for pay during a Serious Illness Leave. The decision of the Board is final.

b) Examination Leave

A teacher who is writing an examination on a school day, related to professional development, 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) The President of the Secondary Teachers OECTA Unit will be granted an Alternative Employment Plan involving a part-time teaching assignment. The terms and conditions proposed for the A.E.P. Agreement must be mutually acceptable to the Board and the OECTA Unit. An application for an A.E.P. must be received by June 1 st in any school year. The Board is responsible for the salary and benefits for the portion of time which is allocated in the agreement as the Board's responsibility. This Federation Leave will be considered as experience in the calculation of teaching experience.
- ii) The Secondary Unit Executive, or their designates, 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 Secondary Unit President and the Director of Education and these days would be granted so as to ensure continuity in the schools' programs.

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 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

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) i) Each employee with a rate of absenteeism less than the average calculated in (a) above times 110 % 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. (i.e. $3.83 \times 110\% = 4.21$) (The calculation for the period September 1 to August 31 of each school year will be credited on September 1 of the following school year.)
- ii) Effective September 1, 2005, 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 1 st in the year following the year of calculation. (The calculation for the period September 1 to August 31 of each school year will be credited on September 1 of the following school year.)
- c) The earned leave bank may accumulate up to a maximum of five (5) 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.
 - 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.
- c) A statement of earned leave days will be issued to each employee by October 31st in each year.

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 1 st 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.

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

ARTICLE 15 - SICK LEAVE / INCOME PROTECTION PLANS

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 for reasons in addition to those in item a) above 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. (I.e. Parenting Leaves, Special Leaves)

2. Accumulative Sick Leave Plan

For those eligible teachers who elected to take this plan on or before October 31, 1982 the following benefits apply:

- a) Each full time teacher shall be credited with up to 2 days sick leave per month to a maximum of 20 days per year. Part-time teachers shall be entitled to a pro-rated number of sick days. 100% of the unused portion of sick leave in any year shall be accumulated up to 200 days.
- b) 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.
- c) 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.

3. Income Protection Plan

For teachers who are enrolled in this plan and

- a) Teachers whose contract of employment commenced after September 1, 1982 shall be entitled to participate in the Income Protection Plan but not the Accumulative Sick Leave Plan.
- b) Each full time teacher shall be credited with up to 2 days sick leave per month to a maximum of 20 working days per year. Part-time teachers shall be entitled to a pro-rated number of sick days.
- c) A teacher who, after the 20 working days outlined in 3(b) above, suffers from a continuing certified illness, shall be entitled to 75% of gross salary from day 21 to 99 and 80% of gross salary from day 100 to 200 or the expiry of the L.T.D. waiting period, whichever occurs first.
- d) 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.
- e) 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.

4. To encourage appropriate use of sick leave, an employee may be required to obtain a certificate on a form provided by the Board from a qualified medical practitioner certifying that the employee is/was unable to carry out his/her duties due to a certified illness. The Unit recognizes the right of the Board to require an alternative medical opinion from a physician of its choice, at its expense.

Effective September 1, 2005 -Accumulative Sick Leave Plan

1. The sick leave credit system is established and administered by the Board.
2. 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.
3. The Board shall, on September 1 of each school year, credit each teacher with twenty (20) days sick leave.
4. Where a teacher commences employment after September 1 in any year, the sick leave credits of twenty (20) days shall be prorated on the basis of two days per month.
5. 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.
6. 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.
7. 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 30 to the teacher's accumulated sick leave plan.
8. 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.
9. 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.
10. Leaves of absence for less than a full school year shall result in the pro-ration of sick leave credits.
11. The maximum number of sick days allowable for accumulation shall be 200.

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 in this Article	X	Proportion of the Board's Contribution
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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.

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 - mandatory - 3 times the employee's salary to a maximum of \$135, 000 plus Accidental Death and Dismemberment up to the principal sum.
 - 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
 - Vision coverage Effective September 1, 2007, \$250 max. per person/24 months
 - Psychologist -September 1, 2005 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 (Premiums are paid by Employee)
- Effective September 1, 2005, LTD benefits will be based on:
- i) 60 % of the individual's monthly salary
 - ii) 60 working day waiting period
 - iii) 85 factor
 - iv) with 66% unreduced pension or age 65

- e) i) Subject to Schedule B, the Board shall pay 100% of the premium in effect on September 1, 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 for the fees of a Benefit Consultant, 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 1 of each year.

g) Payroll Savings Plan

The Board, in consultation with the 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

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.

ARTICLE 17 - WORKING CONDITIONS

17:01 Lunch Break

- a) The scheduled lunch break and eating period will comply with the Education Act and Teachers will cooperate in the integration of their lunch break with staff governed by the Employment Standards Act.

- b) A principal and his/her staff may schedule and arrange the lunch break in a manner which is agreed upon by the school staff and the Unit.

17:02 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.

ARTICLE 18 - MISCELLANEOUS

18:01 Administration of Medication to Students

The Board policy on Health Services and Medication shall not be changed, except by mutual consent during the term of this agreement.

18:02 Tax 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.

18:03 Teacher Performance Appraisal

- a) The performance appraisal of a Teacher shall be conducted in accordance with the Education Act and Regulations as set out by the Ministry of Education (Supporting Teacher Excellence).
- 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) Voluntary activities shall not be imposed on a teacher as criteria within the context of the Teacher Performance Appraisal process.

18:04 Secondary School Staffing

The Board will staff the secondary schools in the school system subject to its financial ability, the availability of qualified and acceptable staff, the availability of classroom space as approved by the Ministry of Education under the Capital Grant Plan and amendments thereto and the requirements under the Education Act and Regulations.

18:05 Secondary School Scheduling

Effective September 1, 2005:

a) Workload and Teacher Assignment

i) The Board shall make every reasonable effort to assign duties to teachers in a fair, reasonable and equitable manner.

ii) 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.

b) Scheduled Time

Secondary school teachers shall be on duty under the direction of the principal and/or designate as follows:

Instructional Teaching Schedule

The instructional teaching schedule for teachers shall be in accordance with the Education Act and Regulations and other Acts and Regulations. Effective September 1, 2005, the workload of a full time secondary teacher shall be set out as below, and as defined in the Education Act and Regulations as may be amended from time to time:

i) Six periods of credit bearing and/or credit equivalent courses (3 per semester) plus;

ii) Provided that the following can be achieved without incurring any additional cost to the Board and provided that student safety is protected, the Board agrees that Supervision and On-Calls will be distributed equitably and shall be assigned as follows:

1. Up to 36 half-period on-calls per year with no more than two (2) half-period on-calls assigned per week.

2. Supervision will be assigned to teachers as per best practices with a view to reduce where possible the assigned supervision. Eligible supervision shall include hall supervision, lunch supervision, bus duty, and any other supervision mutually agreed upon by the Board and the Unit.

3. On call coverage shall not be used to cover for illness except in emergency situations.

4. Every effort will be made to ensure that a teacher will not be assigned a supervision and an on-call on the same day.

c) Teachers with a workload of less than full-time shall have all assignments pro-rated.

d) All unassigned time shall be available for teachers as preparation and planning time.

e) The responsibility for ensuring that an Occasional Teacher is obtained to replace a teacher that is absent lies with the Principal. A teacher who will require an Occasional Teacher is only required to notify the Principal or his/her designate but will do so at the first available opportunity.

f) For salary purposes, a 100% teaching assignment shall be 6.0 credit courses, credit equivalent courses, equivalent programs and special duties. A part-time teaching assignment shall be calculated as a percentage of 6.0 and pay shall be pro-rated accordingly.

g) Part-time teachers who would suffer a reduction in pay as a result of implementation of this agreement will be offered an increase to their assignment in order to afford them the opportunity to maintain or increase their rate of pay.

18:06 School Staffing Committee

In each school, a staffing committee will be formed to review staffing implications of student success initiatives, help track records, recommend best practices and relate to provincial initiatives.

ARTICLE 19 - TEACHER CLASSIFICATIONS OF LEVEL

19:01 a) The Board accepts for classification of level, the Qualifications Evaluation Council of Ontario Programme 5.

b) No teacher who was in the employ of the Board on the day prior to the effective

date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of the Experience and Qualifications Category Classification articles.

- 19:02 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.

19:03 Changes in Evaluation

A teacher who, prior to September 1 st of the current school year has met all of the conditions required for a higher Statement of Evaluation, is entitled to an adjustment in salary under the following provisions:

- a) A Letter or Statement of Evaluation from Q.E.C.O., submitted to the Director of Education not later than January 20th of the current school year, entitles the teacher to retroactive salary to September 1 st of the current school year.
- b) A Letter or Statement of Evaluation from Q.E.C.O., submitted to the Director of Education not later than June 30th of the current school year, entitles the teacher to retroactive salary to January 1 st of the current school year.

19:04 Appeals

- a) The Board and the Secondary 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 19:03 above.

ARTICLE 20 - INTERPRETATIONS

- 20:01 Teachers holding an Interim Certificate of Qualifications are to be placed in the category to which their academic and professional qualifications equate.
- 20:02 a) Persons on Letters of Permission without an Ontario Teaching Certificate and who hold a University degree recognized for admission to the Ontario Faculties of Education will be paid 85% of their category A 1 placement.
- b) Persons on Letters of Permission without an Ontario Teaching Certificate or a

University degree recognized for admission to the Ontario Faculties of Education will be paid 75% of their category A1 placement.

- 20:03 Teachers with Ontario Secondary Teacher Certification holding a Q.E.C.O. classification less than A1 will be paid 96% of the category A1 placement.

ARTICLE 21 - EXPERIENCE

21:01 Teaching Experience

A teacher who provides verified and documented evidence of teaching experience after graduation from a teacher-training institution recognized in Ontario will 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. 0.5 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 31 st of the current school year entitles the teacher to retroactive salary to September 1 st 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 1 st of the current school year.

21:02 Related Experience

- a) Secondary School Teachers (grades 9-12) shall be eligible for a related work experience allowance provided such experience is full-time in business, trade or industry and is directly related to the teaching responsibility of the teacher.
- b) Related Experience Allowances shall be made at the rate of .5 of an increment, for each full accumulated calendar year of such experience, to a maximum of 10 years of experience.
- c) No partial years of related experience will be recognized.
- d) Only one full-time position can be recognized during any given period.
- e) The total of teaching and related experience shall not allow a teacher to exceed the maximum salary in any category.

- 21:02 The experience used for the calculation of salaries shall be the experience

determined and documented up to September 1 st in the current school year.

ARTICLE 22 - APPLICATION

22:01 All present and future 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 23 - SALARY SCHEDULES AND ALLOWANCES

23:01 Salary Schedules

As per Schedule A.

If the government provides additional funding as protection against higher rates of inflation in the 2006-07 and 2007-08 school years, the salary grid for those years shall be adjusted according to a maximum of 5 %.

23:02 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.

23:03 Responsibility Allowances/Salaries

a) Acting Administrator

The acting administrator shall be compensated at the rate of pay of the administrator being replaced.

b) Effective September 1, 2004

Teachers appointed as Area Chairpersons in Secondary Schools shall receive an allowance as determined below:

- i) Individuals holding a specialist Certificate in one or more subjects taught in his/her area of study - category placement plus an allowance of \$4100.
- ii) Individuals without a specialist Certificate as specified above - category placement plus an allowance of \$2050.

c) Effective September 1, 2006

Teachers appointed as Area Chairpersons in Secondary Schools shall receive an allowance as determined below:

- i) Individuals holding a Specialist Certificate in one or more subjects taught

in his/her area of study - category placement plus an allowance of \$4300.

- ii) Individuals without a specialist Certificate as specified above category placement plus an allowance of \$2150.

23:04 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 and the resulting allowance shall be effective for the duration of the Collective Agreement but shall be subject to negotiations between the Board and the Unit at the expiry of the Collective Agreement.

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.

23:05 The Board, when requesting a teacher to take a course other than those required as a condition of employment or as a basic qualification:

a) will, upon successful completion of the course, reimburse the teacher for the tuition fee;

b) may 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) 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 24 - PAYMENT OF SALARY AND DEDUCTIONS

24:01 A schedule of bi-weekly pay dates covering the period of this agreement shall be provided and implemented by the Board. (See Appendix A)

24:02 a) The method of payment shall be by deposit to each teacher's bank account in accordance with the schedule approved in 24:01 above.

b) All matters relating to the payment of salary shall be sent to the teachers in a confidential manner.

24:03 Federation fees required from each employee will be deducted bi-weekly over the full period the employee is paid in the twelve month period. The Board shall remit the amount to the OECTA Provincial General Secretary. The Unit shall indemnify and save the Board harmless against any claims or liability arising out of the application of this article.

24:04 College of Teachers Fees

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. The Board and the union shall agree on the pay period from which this fee is deducted. If there is no agreement, this fee shall be deducted from the first pay in January.

ARTICLE 25 - DURATION AND RENEWAL

- 25:01 a) The terms of this agreement shall have effect from the first day of September 2004 and continue in force until the thirty-first day of August, 2008.
- b) Changes made to this Collective Agreement during its lifetime may be made by mutual agreement in writing, after ratification by the Unit and the Board.
- c) Where mutual agreement to amend the collective agreement occurs, the amendment shall be binding on both parties effective the date of the agreement and shall form part of the Collective Agreement thereafter.
- 25:02 a) When a memorandum of settlement has been achieved, the Board will supply the Unit negotiating committee with a draft for their study and use. The final agreement when ratified, and signed by both parties, will be printed and distributed to all Unit members within 30 school days, including new teachers at the time of their receipt of a personal contract.
- b) Both parties, on coming to a tentative agreement shall hold a ratification meeting within fifteen (15) school days.

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 Intent

For the duration of this agreement, it is not the Board's intent to add any domains, competencies or look-fors to the current teacher Performance Appraisal process.

Letter of Intent

A teacher who volunteers outside the normal 194 days to participate in the Grade 9 Orientation Program, curriculum writing activities, or other activities as agree upon with the Unit President shall be compensated according to the daily supply teacher rate.

Schedule A

Bruce-Grey Secondary OECTA Collective Agreement 2004- 2008

Bruce-Grey Catholic District School Board

OECTA Secondary Unit

Salary Schedule Effective: September 1, 2004

Years of Experience	Pre-Degree	A1	A2	A3	A4
0	31478	34702	36237	39683	42491
1	33532	36934	38641	42420	45410
2	35586	39167	41046	45157	48330
3	37641	41400	43450	47893	51249
4	39695	43633	45854	50630	54168
5	41749	45866	48258	53367	57087
6	43803	48098	50662	56103	60007

7	45858	50331	53066	58840	62926
8	47912	52564	55470	61577	65845
9	49966	54797	57875	64313	68764
10	52020	57029	60279	67050	71684
11	54075	59262	62683	69787	74603
12	56129	61495	65087	72523	77522
Experience					
Allowance	2054	2233	2404	2737	2919

7	46775	51338	54128	60017	64184
8	48870	53615	56580	62808	67162
9	50966	55893	59032	65600	70140
10	53061	58170	61484	68391	73117
11	55156	60447	63936	71182	76095
12	57252	62725	66389	73974	79072
Experience					
Allowance	2095	2277	2452	2791	2978

Schedule A

Bruce-Grey Secondary OECTA Collective Agreement 2004- 2008

Bruce-Grey Catholic District School Board

OECTA Secondary Unit

Salary Schedule Effective: September 1, 2005

Years of Experience	Pre-Degree	A1	A2	A3	A4
0	32107	35396	36962	40477	43341
1	34203	37673	39414	43269	46319
2	36298	39951	41866	46060	49296
3	38393	42228	44319	48851	52274
4	40489	44505	46771	51643	55251
5	42584	46783	49223	54434	58229
6	44679	49060	51675	57225	61207

Schedule A

Bruce-Grey Secondary OECTA Collective Agreement 2004- 2008

Bruce-Grey Catholic District School Board

OECTA Secondary Unit

Salary Schedule Effective: September 1, 2006

Years of Experience	Pre-Degree	A1	A2	A3	A4
0	32919	36285	37893	41491	44425
1	35066	38619	40406	44352	47477
2	37213	40953	42919	47213	50529
3	39360	43287	45432	50074	53581
4	41507	45621	47945	52935	56633
5	43654	47955	50458	55796	59685
6	45801	50289	52971	58657	62737

7	47948	52623	55484	61518	65789
8	50095	54957	57997	64379	68841
9	52242	57291	60510	67240	71893
10	54389	59625	63023	70101	74945
11	56536	61959	65536	72962	77997
12	58683	64293	68049	75823	81049
Experience					
Allowance	2147	2334	2513	2861	3052

7	49388	54202	57150	63363	67761
8	51599	56606	59738	66310	70905
9	53810	59010	62326	69257	74049
10	56021	61414	64914	72204	77193
11	58232	63818	67502	75151	80337
12	60443	66222	70090	78098	83481
Experience					
Allowance	2211	2404	2588	2947	3144

Schedule A

Bruce-Grey Secondary OECTA Collective Agreement 2004- 2008

Bruce-Grey Catholic District School Board

OECTA Secondary Unit

Salary Schedule Effective: September 1, 2007

Years of Experience	Pre-Degree	A1	A2	A3	A4
0	33911	37374	39034	42734	45753
1	36122	39778	41622	45681	48897
2	38333	42182	44210	48628	52041
3	40544	44586	46798	51575	55185
4	42755	46990	49386	54522	58329
5	44966	49394	51974	57469	61473
6	47177	51798	54562	60416	64617

Schedule A

Bruce-Grey Secondary OECTA Collective Agreement 2004- 2008

Bruce-Grey Catholic District School Board

OECTA Secondary Unit

Salary Schedule Effective: August 31, 2008

Years of Experience	Pre-Degree	A1	A2	A3	A4
0	34154	37634	39309	43029	46073
1	36380	40055	41915	45997	49239
2	38606	42476	44521	48965	52405
3	40832	44897	47127	51933	55571
4	43058	47318	49733	54901	58737
5	45284	49739	52339	57869	61903
6	47510	52160	54945	60837	65069

7	49736	54581	57551	63805	68235
8	51962	57002	60157	66773	71401
9	54188	59423	62763	69741	74567
10	56414	61844	65369	72709	77733
11	58640	64265	67975	75677	80899
12	60866	66686	70581	78645	84065
Experience					
Allowance	2226	2421	2606	2968	3166

September 1, 15, 29	January 5, 19
October 13, 27	February 2, 16
November 10, 24	March 2, 16, 30
December 8, 22	April 13, 27
	May 11, 25
	June 8, 22
	July 6, 20
	August 3, 17, 31

Salary Schedule Effective: September 1, 2007

September 14, 28	January 4, 18
October 12, 26	February 1, 15, 29
November 9, 23	March 14, 28
December 7, 21	April 11, 25
	May 9, 23
	June 6, 20
	July 4, 18
	August 1, 15, 29

Appendix A

Bruce-Grey Secondary OECTA Collective Agreement 2004 -2008

Salary Schedule Effective: September 1, 2004

September 3, 17	January 7, 21
October 1, 15, 29	February 4, 18
November 12, 26	March 4, 18
December 10, 24	April 1, 15, 29
	May 13, 27
	June 10, 24
	July 8, 22
	August 5, 19

Salary Schedule Effective: September 1, 2005

September 2, 16, 30	January 6, 20
October 14, 28	February 3, 17
November 11, 25	March 3, 17, 31
December 9, 23	April 13, 28
	May 12, 26
	June 9, 23
	July 7, 21
	August 4, 18

Salary Schedule Effective: September 1, 2006

In witness thereof, the Board has signed this Agreement this _____ day of _____, 2005.

Bruce-Grey Catholic District School Board

Chair

Secretary

In witness thereof, O.E.C.T.A. has signed this Agreement this _____ day of _____, 2005.

The Ontario English Catholic Teachers'

Association
