

COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA CATHOLIC
DISTRICT SCHOOL BOARD

AND

THE ONTARIO
ENGLISH CATHOLIC
TEACHERS' ASSOCIATION

FOR THE PERIOD

SEPTEMBER 1, 2008

TO

AUGUST 31, 2012

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ARTICLE 1 – INTENT

1:01 It is the intent and purpose of this Agreement to maintain harmonious and mutually beneficial relationships between the Board and the Association, and to set forth terms and conditions which shall apply to all members of the Local Bargaining Units.

ARTICLE 2 - DEFINITIONS

2:01 The following definitions are subject to the other provisions of this Collective Agreement:

- a) For the purposes of this Agreement, the term “Teacher” shall be interpreted in accordance with the provisions of Part X.1(s. 277.1) of the Education Act, excluding occasional teachers.
- b) Continuing Education Teacher means a Teacher employed to teach a continuing education course or class established in accordance with the regulations for which a valid Certificate of Qualification or a Letter of Standing as a Teacher is required by the regulations.
- c) The term “Board” shall represent the Ottawa Catholic District School Board.
- d) The Term “Association” shall represent the Ontario English Catholic Teachers’ Association of Ottawa, Elementary and Secondary Local Bargaining Units.
- e) The “school day” and “school year” shall be as defined in the Education Act and related regulations.
- f) Catholic elementary schools shall be defined as those extending from Junior Kindergarten to Grade 8, and includes Catholic intermediate schools, which shall be defined as having grades 7 and 8 alone or as having grades 7 and 8 in the same building as a Catholic high school.
- g) Catholic high schools are defined as those that extend from grades 9 to 12.
- h) Positions of added responsibility shall be the positions of coordinator, consultant and department head which are all system appointments. Curriculum leaders are appointed by the school principal.
- i) Coordinators are Teachers employed to assist Teachers and to plan, organize, develop and evaluate curriculum and who are responsible to the Superintendent to establish a liaison with outside sources within their field of responsibility, and to conduct professional development.
- j) Consultants are Teachers who assist the Coordinators and Superintendents in the development of programs and whose primary role is to assist the Teachers in their work.

- k) Adult high school lead teachers are Teachers whose duties include the selection and ordering of resources, curriculum development, checking exams for errors, compliance with curriculum standards, implementation and review of assigned subject areas in grades 9 to 12 and any other related duties as assigned by the Principal.
- l) A teacher designate is a Teacher designated to assume on a temporary basis the responsibilities of an absent Principal where there is no Vice-Principal assigned to that school.
- m) Curriculum leaders are elementary Teachers who assist with administrative duties and curriculum development, implementation, and review in assigned subject areas in grades 7 and 8, and may include communication with the Department Head under the direction of the Principal.
- n) Department Heads are Teachers whose duties are specified in O. Reg. 298 (Section 14), and may include communication with the grade 7/8 curriculum leader under the direction of the Principal.

ARTICLE 3 - RECOGNITION

- 3:01 All Teachers covered by this Collective Agreement are required to be members of OECTA.
- 3:02 The Board shall recognize the Ontario English Catholic Teachers' Association as the sole bargaining agent for all Teachers covered by this Collective Agreement.
- 3:03 Teachers whose assignments qualify equally for membership in either the elementary or secondary panel of the Ottawa Unit shall communicate the choice of panel to the President of OECTA (Ottawa Unit) and to the Superintendent of Human Resources in writing at the time of first employment with the Board or upon assignment to a position that may affect the Teacher's affiliate status.
- 3:04 Teacher Local Bargaining Units referenced in this Collective Agreement are as defined in Part X.1 of the Education Act.
- 3:05 It is understood that teachers who participate on Board committees do not represent the Association unless they are appointed by the Association.

ARTICLE 4 - DURATION AND RENEWAL

4:01 This Agreement shall be in effect from the first day of September 2008 to August 31, 2012.

ARTICLE 5 - MEMBERSHIP RIGHTS

5:01 There shall be no discrimination or intimidation of any Teacher by reason of a Teacher's membership or activity in the Ontario Teachers' Federation or its affiliates or by virtue of holding office therein.

5:02 There shall be no discrimination or intimidation of any Teacher on account of a Teacher's participation in negotiations with the Board.

ARTICLE 6 - MANAGEMENT AND DENOMINATIONAL RIGHTS

6:01 Subject only to the specific provisions of this Agreement, and the right of any Teacher to lodge a grievance under the grievance procedures in the manner and extent therein provided, the Association recognizes and accepts that it is the exclusive right of the Board to manage the affairs of the Board, including the right to determine and exercise generally those functions which remain with the Board, except as specifically limited by the provisions of this Collective Agreement and Provincial and Federal Acts and Regulations.

6:02 No provision of this Collective Agreement shall be construed as to affect prejudicially the rights and privileges of the Board with respect to the employment of Teachers under the Education Act or the British North America Act, 1867 or the Constitution Act 1982. A Teacher may submit a grievance related to an issue of denominational rights.

ARTICLE 7 - JUST CAUSE

7:01 No Teacher shall be disciplined, demoted, suspended or discharged without just cause.

ARTICLE 8 - STATUS OF EMPLOYMENT

8:01 Probationary Period

Teachers newly hired by the Board shall have a probationary period of one year from their effective date of hire. Such probationary period may be extended for up to one year by mutual agreement between the Association and the Board.

8:02 Notice of Resignation

- a) Teachers may resign from their employment effective at the Christmas Break (elementary schools only), end of semester (secondary schools only), end of the school year or at any other time as mutually agreed upon between the Teacher and the Superintendent of Human Resources.
- b) Notice of resignation shall be provided in writing to the Superintendent of Human Resources at least twenty (20) school days prior to the effective date.

8:03 Notice of Retirement

- a) Teachers may retire on their retirement date.
- b) Teachers shall give at least twenty (20) school days notice prior to the effective date of retirement.

8:04 a) Teachers newly hired by the Board shall be required to complete the Religious Education Part 1 qualifications within four (4) years of their date of hire.

- b) The Board shall reimburse the Teacher for 50% of the cost of the course upon successful completion of the Religious Education Part 1 qualifications.
- c) Any occasional teacher who is on the Eligibility List as of June 1, 2008, who is hired and who completes the Religious Education Part 1 qualifications while on the Eligibility List, will be reimbursed in accordance with this agreement once hired on a permanent basis.

ARTICLE 9 - FEDERATION FEES

9:01 The Board shall deduct federation fees in regular installments determined by the Association and the Board, and remit these fees as directed by the Association no later than the 15th of each month following the deduction periods.

9:02 The Association shall advise the Board in writing of the amount of fees authorized by the Association membership in keeping with the Constitution and By-Laws of the Association.

9:03 For the purpose of conducting Association business, where the Association requests that a levy be raised, the Board shall make the deduction for each member. Such deductions shall be taken on a per pay basis in equal installments over the school year. The President of the Association shall advise the Board in writing of the amount of the levy prior to June 30 of the preceding school year.

ARTICLE 10 - SCHOOL ASSOCIATION REPRESENTATION

- 10:01 The Board recognizes the appointment or election by Teachers of one or more Association representatives at each school or work-site.
- 10:02 The Association shall forward the list of Association representatives to the Board by September 15 of each year.
- 10:03 The Principal or Vice-principal (or where appropriate the Supervisory Officer) shall advise Teachers of their right to have an Association representative at a meeting that may result in disciplinary action. Reasonable notice of such a meeting will be given to the Teacher and/or his/her Association representative.
- 10:04 The Association and the Board shall organize and coordinate an information session (half-day or full-day as the needs dictate) to outline the nature of the Collective Agreement and any changes therein, and/or mutually agreed upon topic. At least one (1) Association representative from each school and at least one (1) representative from the administration of each school will take part in this information session. The Board and the Association shall share occasional teacher costs equally.

ARTICLE 11 - COLLEGE OF TEACHERS

- 11:01 If a Teacher is the subject of an investigation or determination by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.
- 11:02 The College of Teachers fees shall be deducted in three equal installments beginning the first pay period of October, November and December of each year provided that the College of Teachers has confirmed the fee.

ARTICLE 12 - INFORMATION TO THE ASSOCIATION

- 12:01 The Board shall make available to the Association President by November 15 of each year, the summary of salary, experience, category placement and position of all Teachers covered by this Agreement and employed by the Board.
- 12:02 The Board shall, by November 15 of each year, make available to the Association President the extent of each Teacher's participation in the benefit plan as set out in Article 34.
- 12:03 The Board shall provide the Association President with a copy of the Minutes of the Regular Meetings of the Board, together with all supporting documentation that is available to the public.
- 12:04 A copy of the timetables shall be available at the school for copying by the Association representative. An updated copy of the timetable including supervision will be available to the Association by the second Friday of the school year with updates throughout the year.

Teachers on leave will be provided access to their timetables and supervision schedules at the school upon request.

ARTICLE 13 - PERSONNEL INFORMATION

- 13:01 A Teacher shall have access to her/his personnel file, maintained in the Human Resources Department, upon written request. The Teacher's file will be examined in the presence of a person authorized by the Board. The Teacher, upon request, shall be provided with a photocopy of any documents in the files.
- 13:02 Documentation of a disciplinary or performance nature regarding the Teacher shall not be placed on file without written notification to the teacher. A Teacher may provide written responses to such documentation and such responses shall be appended to the documentation and included in the file. Documentation of a disciplinary nature may be removed, upon request, from the Teacher's personnel file after two years.
- 13:03 The Letter of Discipline shall be placed in a sealed envelope in the employee's file and may be removed upon request.

ARTICLE 14 - GRIEVANCE / ARBITRATION PROCEDURE

- 14:01 Terms of Reference
- a) The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to complaints and or/grievances.
 - b) Time limits are mandatory and may only be amended by written mutual agreement of both parties.
 - c) A complaint and/or grievance under this Agreement shall be defined as a difference or dispute by a Teacher or a group of Teachers or by the Board or by the Association (on behalf of a Teacher, Teachers or the Bargaining Unit), which relates to the interpretation, application, administration or alleged violation of this Agreement and shall be processed in accordance with this Article.
- 14:02 Informal Stage Complaint
- a) The teacher(s) or designate, having a complaint arising out of the Collective Agreement shall notify her/his immediate supervisor.
 - b) The immediate supervisor shall arrange a meeting for the purpose of responding within five (5) school days after the receipt of the complaint.
 - c) Failing satisfaction with the reply, the complainant may proceed with formal grievance process.
- 14:03 a) The grievance shall:
- i) stipulate the name of the grievor;
 - ii) identify the grievor's work location;

- iii) outline the nature of the grievance;
- iv) specify the date on or about which the incident giving rise to the grievance occurred;
- v) identify the specific clause which has been allegedly violated, misinterpreted or misapplied and the redress requested.

- b) The grievance shall be signed by the grievor(s) and /or Grievance Officer of the Association or in the case of a Bargaining Unit grievance, the President of the Association, and the Grievance Officer of the Association.

14:04 Any grievance which is not commenced or carried through to the next stage in the grievance procedure by the grievor within the time specified shall be deemed to have been abandoned, and no further action may be taken with respect to such grievance. If the stipulated time limits are not met by the party against whom the grievance is being lodged, the grievor shall have the right to pursue the grievance at the next step of the procedure.

14:05 a) It is mutually agreed that a grievance must be submitted within thirty-five (35) school days of the knowledge of the incident giving rise to the grievance.

- b) Requests for an extension of timelines in Article 14:05 a) shall not be unreasonably denied.

14:06 A grievance pursuant to this Agreement shall proceed according to the following steps:

Step 1:

The grievor shall submit the grievance to the Superintendent of Human Resources with a copy to the Principal. The Superintendent of Human Resources shall give a decision to the grievance in writing to the grievor within ten (10) school days. The Superintendent of Human Resources may arrange a meeting with the grievor, whom may be accompanied by an Association representative.

Step 2:

Failing settlement pursuant to Step 1, the Association shall have ten (10) school days from receipt of the reply at Step 2 to process the grievance to the Director of Education or the Director's designate. The Director, or the Director's designate shall give a decision to the grievance in writing, to the Association Grievance Officer within ten (10) school days after receipt of the grievance.

14:07 If the matter remains unsettled following the reply from the Director or the Director's designate, the Association may seek to resolve the matter by notifying the Director of Education, in writing, of its desire to submit the grievance to arbitration within ten (10) school days of the Director's or the Director designate's reply.

14:08 Regarding dismissal or suspension, a grievor may proceed directly to Step 2 of the Grievance Procedure.

14:09 The Association may initiate a Bargaining Unit grievance in writing, at Step 2, using the same criteria identified in this Article.

14:10 The Board may initiate a grievance, beginning at Step 2, in writing, using the same criteria identified in this Article. Such grievance shall be submitted to the Grievance Officer of the Association.

14:11 Where the parties agree, a common complaint by a group of Teachers may be filed as a single grievance, using the same criteria identified in this Article.

14:12 Single Arbitration

- a) The Association, after exhausting the grievance procedure established by this Agreement, may notify the other party, in writing, of its desire to submit the difference or allegation to arbitration.
- b) The parties shall, by written mutual agreement, appoint a single arbitrator chosen jointly to deal with any arbitration matter.
- c) The appointment of a single arbitrator shall take place within fifteen (15) school days or other such time period as the parties agree.
- d) If the parties are unable to agree upon an arbitrator within the time limit, the Ontario Labour Relations Board shall appoint an arbitrator.
- e) The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the parties and upon any Teacher affected by it.
- f) Each party shall share equally the costs of the Arbitration.
- g) The Arbitrator shall have the authority only to settle disputes under the terms of the definition of grievance as outlined in this Article, and it shall only interpret and apply this agreement to the facts of the particular grievance involved. The Arbitrator cannot amend, alter or modify this Agreement, nor give any decision inconsistent with it.

14:13 Notwithstanding the procedures above, either party may request access to expedited arbitration under Section 49 of the current Ontario Labour Relations Act.

ARTICLE 15 - DISTRIBUTION OF COLLECTIVE AGREEMENT

15:01 All members of the combined local bargaining units of OECTA (Elementary/ Secondary) shall receive a copy of the Collective Agreement within forty-five (45) days of ratification by the Board and the Association.

15:02 For purposes of distribution, the Board shall provide to the Association the names and addresses of those teachers on leave.

ARTICLE 16 - SICK LEAVE

16:01 a) The Board shall establish a sick leave account for each Teacher. At the beginning of each school year each Teacher's account shall be credited with 20 days of sick leave (part-time Teachers on a pro-rated basis). Teachers commencing employment after the beginning of the school year will also receive a pro-rated amount of sick leave credit for that year.

b) In the event that a teacher resigns from the employ of the Board, her/his sick leave credits for the year shall be pro-rated in proportion to the number of months worked in the year.

16:02 Each Teacher's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has been depleted.

16:03 A Teacher is entitled to a credit of 100% of unused sick leave for each year of employment with the Board to a maximum of 250 days.

16:04 a) With the implementation of I-Menu which gives each employee immediate access electronically to his/her record of accumulated sick leave at any time, the Board will no longer be required to provide staff members with a hard copy of their leave statement on September 1, of any given year.

b) A hard copy of the leave statement will be produced and placed in each employee's personnel file for future reference and auditing purposes.

c) Should an employee request a hard copy of the leave statement, he/she may request one from the leave administrator after November 1 of any year for the time frame ending August 31 of the same year.

16:05 Teachers leaving the employ of the Board are entitled to a statement of accumulative sick leave credits upon written request.

16:06 The Teacher shall notify the principal or designate of a known absence and probable date of return.

16:07 Medical certificates signed by a medical practitioner stating that during the period of absence the Teacher was unable to perform assigned duties may be required where:

a) the Teacher's period of absence exceeds five (5) consecutive teaching days;

b) the Teacher has used, in the current school year, seven (7) days or more sick leave, none of which was certified by a qualified medical practitioner;

c) the Superintendent considers that such certificates should be obtained by the Teacher for the period of absence and advises the Teacher of the reason(s) for this in writing;

d) in the case of an absence in excess of two (2) weeks, the Board may require a medical certificate indicating the expected date that the teacher is fit and able to return to work. The ability to return to work may include accommodations subject to legislative requirements. Any accommodations required, including legislative requirements, shall be outlined at a return to work meeting which shall include the Teacher, the Board and the Association.

- 16:08 When Teachers are requested by the Board to submit a certificate from a qualified medical or dental practitioner, such requests shall be made no later than five (5) working days following the return to work.
- 16:09 If a Teacher does not provide a medical certificate within twelve (12) working days, when required in 16:08 above, the leave shall be processed as leave without pay.
- 16:10 A Teacher who is injured in the course of duty and received indemnity from the Workers' Safety and Insurance Board shall be entitled to any difference between the amount of the award and the regular salary, to the limit of and to be deducted from the accumulated sick leave credit and multiplied by the Teacher's daily rate of pay.
- 16:11 The Board reserves the right to seek a second medical opinion by a medical specialist to be selected by the Board and the Association. The purpose of such an examination, should special circumstance warrant, is to determine the physical and psychological fitness of a Teacher to continue actively in a position or to return to the position after an absence. The Board agrees to pay for such a medical opinion. The Board also retains the right to withhold payment for sick leave or to delay a return to teaching after an absence where the Teacher does not comply with the above requirements.
- 16:12 Where teachers have depleted their accumulated sick leave credits, the Board shall continue to provide health benefits and pay its share of premiums as per Board policy.

ARTICLE 17 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

Note: The provisions outlined in the Article below are subject to review pending Federal legislation and its impact on Provincial legislation. References to the Employment Standards Act shall reflect the most recent Employment Standards Act.

- 17:01 Requests for Leave
- a) Pregnancy, parental and adoption leave in accordance with the Employment Standards Act shall be granted to a Teacher if that Teacher meets the experience requirement established in the Act.
- b) Pregnancy, parental and adoption leave may be granted, subject to the approval of the Superintendent of Human Resources, to a Teacher who does not meet the requirements established in 17:01 a) above.

- c) Leaves for birth or adoption that are longer than the period outlined in the Employment Standards Act may be granted by the Board up to a maximum leave of 104 weeks.
- d) Requests for pregnancy and parental leave must be submitted to the Superintendent of Human Resources, in writing, at least one (1) month prior to commencement of leave.
- e) Requests for adoption leave must be submitted to the Superintendent of Human Resources, in writing, at least one (1) month prior to commencement of leave, where possible.
- f) Requests for pregnancy and parental leave must be accompanied by a medical certificate from the medical practitioner stating the expected date of delivery.
- g) Requests for leave shall also indicate the anticipated return date.

17:02 Returning from Leave

- a) Teachers returning to teaching after a leave granted in accordance with 17:01a) or b) shall be reinstated to their previous position and school in accordance with Part XI of the Employment Standards Act and subject to the surplus to school and/or redundancy provisions of this Collective Agreement. (Article 25:09 and Article 26).
- b) Teachers returning from pregnancy, parental or adoption leave as outlined in 17:01 that is for up to 52 weeks shall return to their same school, panel and comparable position, subject to the surplus to school and/or redundancy provisions of this Collective Agreement. (Article 25:09 and Article 26). Such Teachers shall return to teaching as of January 1, after the March Break, at the beginning of a semester, the start of the school year or on any other date mutually agreed upon by the Teacher and the Superintendent of Human Resources.
- c) Teachers returning from an extended pregnancy, parental or adoption leave as outlined in 17:01, that is for longer than 52 weeks shall be placed in the same panel (elementary or secondary), in a position equivalent to that held at the beginning of the leave. Such Teachers shall return to teaching as of January 1, after the March Break, at the beginning of a semester, the start of the school year or on any other date mutually agreed upon by the Teacher and the Superintendent of Human Resources.
- d) Teachers returning from a pregnancy or parental leave shall not be declared surplus to school simply by virtue of being on such a leave.

17:03 Allowance

- a) A Teacher taking pregnancy leave under this Article, who is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, shall receive an

allowance. This allowance shall be in the same amount as 75% of salary for the two (2) week period.

- b) Upon the confirmation by the Employment Insurance Commission of the appropriateness of the Board's Supplemental Employment Benefit (SEB) Plan, a Teacher who is on pregnancy and/or parental leave as provided under this Agreement, who is in receipt of Employment Insurance benefits pursuant to Section 11 of the Employment Insurance Act, as amended, shall be paid under the Supplemental Employment Benefit Plan.
- c) The supplemental payment shall take into account Employment Insurance, SEB and all other earnings and will not exceed 75% of the employee's normal weekly earnings based on forty (40) weeks. A maximum of fifteen (15) weeks shall be paid.
- d) Payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Board of the Teacher's Employment Insurance cheque stub as proof that the Teacher is in receipt of such benefits for a maximum period of fifteen (15) weeks.
- e) Payments in respect of guaranteed remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced nor increased by payments received under the Plan.
- f) A teacher shall not receive more than her/his normal annual salary as a result of participation in the Supplemental Employee Benefit Plan.

17:04 Status During the Period of Leave

- a) Pregnancy, parental and adoption leave taken in accordance with the Employment Standards Act shall be considered continuous service with the Board for the purpose of experience recognition.
- b) The Board shall pay its share of employee group benefits during pregnancy, parental and adoption leave taken in accordance with the Employment Standards Act providing the Teacher pays her/his share of the premiums.
- c) Teachers who are on an extended leave beyond that provided by the Employment Standards Act, may continue benefit coverage by paying 100% of the premium cost.

17:05 Paternity Leave

- a) A permanent Teacher may, upon request, be granted a full school year, full semester, (in semestered schools) or full term (in non-semestered schools) leave without pay for paternity reasons.

- b) Requests for such leave shall be made in writing to the Superintendent of Human Resources by May 1 of the previous school year for a full year leave and as early as possible for a semester or term leave.
- c) “Full Term” in a non-semestered school shall be defined as the period from September to December or January to March Break or March Break to June.

ARTICLE 18 - SPECIAL LEAVE

18:01 Special Leave With Pay

The following special leave is granted with pay on an “as required basis” provided the Teacher obtains permission from the Superintendent of Schools. Teachers shall give reasonable notice of request for such leave where possible.

- a) Short-term Compassionate Leave: for emergency and compassionate reasons in the employee’s household (up to three (3) days per annum);
- b) Moving of employee’s household (up to one (1) day per annum);
- c) Short-term paternity/adoption leave (up to two (2) days per annum);
- d) Marriage leave (one (1) day);
- e) Examination leave to write exams leading to educational professional qualifications;
- f) Jury Duty: when a Teacher is required to appear as a juror, attend a hearing or, as a witness in a court case to which the Teacher has been summoned but in which she/he is not a party nor one of the persons charged;
- g) Quarantine: leave with pay shall be granted in any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties;
- h) Special leave for family reasons, community related reasons and personal reasons (one (1) day of leave per annum). This leave shall not be used before or after a statutory holiday or to extend the Christmas, March Break or Easter vacation periods. Teachers shall give reasonable notice of request for such leave where possible. Teachers not using their personal leave day during the current school year may carry over a maximum of one (1) extra day which may be used concurrently in the next school year;
- i) Child Care / Caregiver Leave: for illness to the teacher’s child(ren), parents or family members up to two (2) days of leave per annum;
- j) Bereavement Leave:

- i) Three (3) consecutive working days when required (or more at the discretion of the Board) for the death of an immediate member of the family: that is father or foster father, mother or foster mother, brother, sister, step-sibling, spouse, child, mother-in-law, father-in-law, step-parent, step-child, ward or guardian;
- ii) One (1) day when required (or more at the discretion of the Board) for the death of a non-immediate member of the family or personal friend.

18:02 Special Leave Without Pay

- a) Leave without pay for educational, care-giving or other purposes, not exceeding two (2) years, may be granted by the Board to a Teacher upon request after four (4) years of employment with the Board, or any school or Board for which the Ottawa Catholic District School Board has assumed responsibility. The Board may grant a leave of absence without pay to a Teacher with less than four (4) years of employment for exceptional personal reasons. Pregnancy, Parental and Adoption Leave as outlined in the Employment Standards Act shall not be included as part of the leave referenced in this clause.
- b) The Board agrees to place to the Teacher's credit upon return to duty, the accumulated sick leave credits which had been earned up to the time the leave of absence commenced.
- c) Requests for such leave shall ordinarily be made before March 1 of the school year preceding the requested leave, to the Superintendent of Human Resources.
- d) A Teacher on leave without pay shall retain experience and sick leave held or accumulated to the commencement of the leave but shall not accumulate further experience or sick leave during the period of leave. The Teacher shall be required to pay 100% of the cost of any benefits in which the Teacher continues to be enrolled during the period of leave.

18:03 Federation Leave Without Pay

- a) President and Bargaining Unit Presidents
 - i) Upon the written request of the Association the Board shall grant a leave of absence for up to two (2) school years at a time to the President and Bargaining Unit Presidents of the Association.
 - ii) The request for leave of absence shall ordinarily be submitted to the Superintendent of Human Resources prior to May 31 for the following school year.
 - iii) The Board shall administer salary and benefits of the President and Bargaining Unit Presidents through the normal payroll process. The Association shall reimburse the Board for such salary and benefits, including the employer's portion of deductions and benefits.

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- iv) Any accumulated sick leave credits accumulated prior to such leave shall be available to the Teacher on resumption of full time employment with the Board.
- v) The Teacher's seniority, sick leave and experience shall continue to accumulate during the period of the leave of absence. Monthly sick leave reports must be submitted to the Human Resources department.

b) Federation Leave

- i) The Association shall be granted release time for executive members to attend monthly meetings. The Association shall reimburse the Board for the occasional teacher replacement cost associated with such release.
- ii) The Association shall be granted twenty (20) school days (or more by mutual agreement) in order to release Association members to fulfill Association duties. The Association President will advise the Board in writing at least one week prior to such release.

18:04 Returning from Leave

- a) Teachers returning from leaves as outlined in this article that are less than a school year shall return to their same school, panel and comparable position, subject to the surplus to school and/or redundancy provisions of this Collective Agreement as per Article 25:09 and Article 26. Such Teachers shall return to teaching as of January 1, after the March Break, at the beginning of a semester, the start of the school year or on any other date mutually agreed upon by the Teacher and the Superintendent of Human Resources.
- b) Teachers returning from leaves as outlined in this article, that are for a school year or more shall be placed according to the following protocol:
 - i) If a vacancy exists for which the teacher is qualified, the teacher may choose to return to the same school.
 - ii) In the event that a vacancy in the school does not exist, the teacher shall be placed in the same panel and position to that held at the commencement of the leave.
 - iii) Such Teachers shall return to teaching as of January 1, after the March Break, at the beginning of a semester, the start of the school year or on any other date mutually agreed upon by the Teacher and the Superintendent of Human Resources.

ARTICLE 19 – TEACHER FUNDED LEAVE PLAN

19:01 The X over Y Plan affords Teachers the opportunity of taking a one (1) year leave of absence without pay and, through deferral of salary, to finance the leave. The Plan allows a Teacher to teach “X” years over a “Y” period with one (1) year’s leave in the final year of the Plan.

19:02 The Teacher, in application, shall indicate the “X” and “Y” components desired. However, the final determination of the “X” and “Y” components shall be made in consultation with the Superintendent of Human Resources and in accordance with the total Plan’s requirement for a balance between leaves commencing and leaves returning.

19:03 The maximum number of Teachers on leave in accordance with the Plan in any given year shall not exceed twenty (20) Teachers.

19:04 Eligibility

Any Teacher having three (3) years seniority with the Board is eligible to apply provided that the year of leave does not begin until the employee has completed five (5) years of employment with the Board.

19:05 Application

- a) Applications for participation in the Plan must be filed no later than January 31 of the school year prior to the school year in which the Plan will commence.
- b) Written acceptance or denial for such application will be forwarded to the Teacher by May 1 of the school year prior to the school year in which the Plan commences.
- c) Acceptance of a Teacher’s application will be at the sole discretion of the Board. Reasons for denial of the request will be given to the Teacher in writing.

19:06 Implementation of the Plan

The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the Teacher and the Board:

- a) Each Teacher in the Plan shall sign an agreement with the Board. The agreement shall specify the terms and conditions agreed to by the Teacher and the Board.
- b) An account will be established with Your Credit Union for each participant in the Plan. The money to be deducted from each participant’s bi-weekly pay will be deposited to this account where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement between the Board and the Teacher.
- c) In each year of the Plan, preceding the year of the leave, a Teacher will deposit a percentage of the appropriate grid salary and applicable allowances in accordance with the agreement.
- d) During the year of leave, the Teacher shall withdraw accumulated funds in the Teacher’s account. Subject to the conditions of the insurance carrier, a Teacher may continue coverage of existing benefits in accordance with Article 34, Benefits Provisions, for the year of leave under this Plan by paying 100% of the premiums.

- e) During the year of the leave, withdrawal from the teacher's account shall be in one installment of 100% in September or in two installments – one of 40% in September and one of 60 % in January.

19:07 Terms of Reference

- a) i) If a vacancy exists for which a teacher is qualified, the teacher may choose to return to the same school.
 - ii) In the event that a vacancy in the school does not exist, the teacher shall be placed in the same panel and comparable position to that held at the commencement of the leave of absence.
- b) Sick leave credits will not accumulate during the year spent on leave. Upon return, the Teacher shall be credited with the same number of sick leave days accumulated before going on leave.
- c) Leave taken under the Plan shall be treated as a year of teaching experience for seniority purposes only.
- d) Teachers declared redundant in any year of the Plan will be required to withdraw. Any accumulated funds will be paid to the Teacher, subject to the regulations of the financial institution.
- e) A Teacher may withdraw from the Plan effective August 1, by giving written notice to the Superintendent of Human Resources by the preceding April 1, except in the calendar year in which the leave is due to commence, in which case the written notice must be given by the preceding January 1.
- f) Where it can be demonstrated to the Board by a Teacher who is a participant in the Plan, that a financial emergency exists, or where a Teacher who is a participant in the Plan is identified as being redundant, the notice period shall be waived and the accumulated funds shall be released to the Teacher within sixty (60) days. In the case of the death of a Teacher who is a participant in the Plan, the accumulated funds shall be paid to the Teacher's estate, providing the consents or releases required have been obtained.

19:08 Canadian Customs and Revenue Agency (CCRA) Contingencies

- a) The present method of making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from CCRA, that the income deferral scheme contemplated herein may be acceptable to CCRA.
- b) The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Association and the participating Teacher and after the receipt of a ruling from CCRA and of its terms. The participating Teachers will be required to enter into an agreement with the Board to indemnify and hold the Board harmless against all claims or demands or other forms of liability against the Board by any person, that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 20 - TEMPORARY LEAVE FOR REDUCTION IN TEACHING SCHEDULE

20:01 Definition

A permanent Teacher may be granted a part-time teaching assignment, subject to the approval of the Superintendent of Human Resources. In such cases the non-assigned teaching portion of the day or year shall be considered as leave without pay.

20:02 Qualifications

Any permanent Teacher working for the Board is eligible to apply for a temporary leave for reduction in teaching schedule.

20:03 Application

- a) Eligible participants shall be those Teachers who voluntarily elect to take a leave so that their teaching schedule is less than full-time. Such Teachers will make application on the appropriate form and will forward it to the Human Resources Department for consideration by the Friday before the March Break. In considering such applications, the Human Resources Department will give first priority to the requirements of the system as it relates to staffing and program needs. Teachers who are accepted for a temporary leave for reduction in teaching schedule shall be notified of their status in writing by the Human Resources Department.
- b) Such Teachers shall be eligible for salary and allowances on a pro-rated basis calculated in accordance with the percentage of time that the Teacher's teaching schedule bears to the teaching schedule of a full-time Teacher.
- c) Such Teachers shall continue to participate in all of the benefit plans on the same basis as a part-time Teacher.

20:04 Where the approved arrangement provides for the Teacher to be scheduled to work only part of a school year on a full or part-time basis, the terms of the Article shall continue to apply with the exception that the Teacher shall only be paid full salary for those school days the

Teacher is scheduled to work. Such salary will be pro-rated if the Teacher is scheduled to work on less than a full-time basis during the period.

20:05 Conditions

- a) Service shall be recognized as full-time for seniority purposes. For the purpose of recognition of experience for salary purposes, the year of service in the temporary teaching schedule shall be recognized in accordance with Article 30 (i.e. pro-rated experience).
- b) The Teacher's contractual status shall be preserved during this reduced schedule. The redundancy and recall provisions of this Agreement shall apply to Teachers on a reduced teaching schedule.
- c) Subject to the terms of this agreement, Teachers shall have the right to resume full-time employment at the start of the next school year, provided he/she notifies the Board in writing by the Friday before the March Break of their intention to return to full-time employment. A Teacher returning from a reduced teaching schedule shall be placed by the Board in an equivalent position upon his/her return to full-time teaching duties. Such Teacher will be placed on the transfer list for the portion of time he/she is on leave.
- d) A Teacher who does not notify the Board of his/her intention to return to full time employment by the Friday before the March Break, and who continues to be employed, shall be deemed to be continuing employment on a reduced teaching schedule for the following school year. The maximum number of years a Teacher may participate in a temporary reduced teaching schedule is five (5) years. If the Teacher does not notify the Board of his/her intention to return to full-time teaching duties within the five-year period, the Teacher shall be deemed to have become a permanent part-time Teacher.
- e) Subject to the conditions of Article 16, the Teacher shall be credited with the number of full school days of sick leave, on a pro-rated basis, calculated in accordance with the percentage of time that the Teacher's teaching schedule bears to that of a full-time Teacher.

ARTICLE 21 - SENIORITY

21:01 Seniority shall be defined as continuous length of service in the Local Bargaining Unit as of the most recent date of hire as a probationary or permanent Teacher with this Board or its predecessor Board(s). "Continuous length of service" shall include all leaves or secondments taken with the approval of the Board or its predecessor Board(s) as outlined in Articles 17, 18, 19, and 20.

21:02 In the event that two or more Teachers have the same seniority date, the following criteria are to be successively applied:

- a) Total teaching experience with the Board or its predecessor Board(s);

- b) Total teaching experience;
- c) Qualifications in accordance with QECO Statement of Evaluation with preference given to higher qualifications;
- d) By lot drawn in the presence of the Association President and the Superintendent of Human Resources;
- e) Notwithstanding the above, Teachers in the employ of the local public board(s) of education who transferred as a result of the completion of the separate school system and hired by the Board or its predecessor Board(s) shall have all seniority credits transferred with them. These Teachers shall be placed on the Seniority List at the appropriate point in recognition of such seniority. In the event of a tie in seniority between a transferred Public Board of Education Teacher and an incumbent Board Teacher and where a priority must be established, seniority accumulated while in the service of the Board or its predecessor Board(s) shall be used to break the tie.

21:03 The Board agrees to post, in all schools and work locations, a copy of the list of all Teachers showing their seniority date as specified in the definition above by February 15 of each year. A copy of such list shall be provided to the President of the Association.

21:04 Any Teacher who believes her/his seniority date is incorrect must advise the Association President and the Superintendent of Human Resources, in writing, by the Friday prior to the March Break.

21:05 An Acting Principal or Acting Vice-Principal shall continue to accrue seniority, as defined above, during the acting appointment.

21:06 Continuing Education Teachers

- a) Seniority shall be defined as the most recent date of hire as a Continuing Education Teacher in the Local Bargaining Unit with the Ottawa Catholic District School Board or its predecessor Board(s). In the event of a tie, the criteria outlined in 21:02 above will apply.

- b) The Board shall maintain a separate list of Continuing Education Teachers indicating the number of courses taught as of the most recent date of hire and shall provide the Association with the list once each semester on or before December 1 and May 1.
- c) All Continuing Education Teachers are deemed to have continuous employment with the Board, provided they are continuously employed in each subsequent continuing education session. If a course is cancelled due to insufficient enrolment, seniority shall be maintained.
- d) Continuing Education Teachers on the seniority list will be considered first, in order of seniority, for continuing education assignments, subject to qualifications prior to new hiring.
- e) Notwithstanding (a) and (c) above, a Continuing Education Teacher who takes a one session leave per three sessions from teaching in the department or is on any other leave that is treated as continuous service according to the Employment Standards Act, shall maintain her/his seniority as outlined in 21:06 a).

ARTICLE 22 - TEACHER WORKLOAD AND PREPARATION / EVALUATION TIME

22:01 Allocation

- a) The Board shall make every effort to ensure that the workload given to teachers is fair.
- b) The Board shall make every effort to ensure that the workload given to teachers is consistent subject to the terms of the Collective Agreement.
- c) Preparation time is at the discretion of the teacher and will be provided in no less than the period time allotted.

22:02 Average Class Sizes

- a) The Board shall ensure that the class size aggregate complies with the Acts and Regulations.
- b) Courses taught on-line as part of a day school credit load shall be included in the workload assigned to a teacher and such courses shall appear on the teacher's timetable.
- c) The Board shall determine the average size of its classes in the aggregate, as of November 30 each year, and the determination shall be made in accordance with the above. The Board shall provide the Association with a copy of the staffing and school organizational model for each school by the last working day of November each year. The Principal shall make every effort to minimize the number of split grade/course/level classes.
- d) The Board shall provide the President of the Association with staffing information on a

regular basis as requested.

22:03 Preparation and Evaluation Time

a) Elementary (JK to 8):

i) Elementary Preparation Time

Preparation time for a full-time teacher shall be as follows:

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

ii) 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 Board Staffing Committee.

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

iv) Release Time for Assessment, Evaluation and Report Cards (JK-8)

The Parties agree on the importance of timely, relevant, comprehensive and meaningful assessment and evaluation of students' learning.

Effective September 1, 2009, one (1) Professional Activity Day under Regulation 304, shall be designated for the purpose of assessment and/or completion of report cards at the elementary level. The day will be a designation in the calendar prior to the first reporting period.

Effective September 1, 2010, two (2) Professional Activity Days under Regulation 304, shall be designated for the purpose of assessment and/or completion of student report cards: one prior to the first reporting period and one prior to the second reporting period.

b) Secondary (9 –12):

i) Each secondary Teacher shall be assigned a maximum of 6.0 credit/credit equivalent courses. Each secondary Teacher shall be assigned a maximum 6 credit/credit equivalency/on-line courses.

- ii) All full time teachers defined may be assigned up to a maximum of 135 minutes per two weeks of on-calls, and/or supervision.
 - iii) Effective February 1, 2009, on calls will be for emergency and extra-curricular sporting program purposes only.
 - iv) Effective September 2010, on calls will be for emergency purposes only.
 - v) Effective no later than September 2010, all teachers may be assigned based on their FTE up to a maximum of 135 minutes per two weeks for supervision purposes. Of the 135 minutes, a maximum of 110 minutes may be assigned for supervision with the remaining 25 minutes for on- calls. Where feasible, schools are encouraged to implement this model as of September 1, 2009.
 - vi) Part time teachers shall have their schedule pro-rated to that of a full-time Teacher.
 - vii) During the school day, any time other than assigned in (i) or (ii) above, shall be reserved for preparation and planning time.
- c) Secondary Dual Credit Courses
- A secondary school's Average Daily Enrolment in 'Dual Credit' courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.
- d) Reporting Periods
- i) It is important that Teachers communicate student success to parents. There will be two formal reporting periods per semester which will be in the form of a report card.
 - ii) To help identify at risk students, an additional early intervention progress report is recommended. This progress report can be in the following format: letter of concern, phone call and/or check-list.
 - iii) Early release time for interviews will be provided as per current practice for: 7 and 8 stand alone schools, 7 to 12 schools and stand alone 9 to 12 high schools.

22:04 Supervision /On-Call

Supervision is a requirement of all members of the school community to ensure the safety and well being of all staff and students. Supervision is site specific based on the needs of the school as determined by the Principal in consultation with the committee referenced in a).

- a) Every Teacher shall be assigned equitable supervision duties as outlined in the supervision schedule. This schedule shall be developed by the Principal in consultation with a

committee of Teachers comprised of an Association staff representative and an additional Teacher(s). The parties agree on a supervision schedule that minimizes teacher supervision while still maintaining a safe environment for students.

b) Elementary Supervision

- i) Elementary teachers (JK-8) shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty constitute supervision. This does not entail making any changes to past practice.
- ii) System average elementary Teacher supervision shall be defined as the total number of minutes of system elementary supervision completed by Teachers in ten (10) days compared to the number of FTE elementary Teachers performing supervision duties in the system. The initial system average elementary teacher supervision value is 144 minutes per teacher.
- iii) The parties recognize the gains made under the 2000-2002 Collective Agreement regarding the reduction of the amount of supervision done by Teachers. The parties, therefore, agree to maintain or further reduce the system average elementary Teacher supervision.
- iv) The supervision model reflects current practice and is more favourable than the proposed model under the PDT.
- v) Every effort shall be made to minimize the number of Teachers required to supervise and/or monitor students during the lunch break and inclement weather.
- vi) The Board shall make available to the Association all supervision schedules by the end of September for study and review.
- vii) The Board shall provide the Association with a summary of supervision in each school performed by all staff in the school on the prescribed form, agreed to by the Board and the summaries by September 30 of each school year.
- viii) The Association will review all summaries and may request, through the Superintendent of Human Resources, revisions and/or additional information with respect to the summaries by October 15 of each school year.
- ix) Issues and concerns around supervision will be referred by either party of this Collective Agreement to the Joint Consultation Committee for discussion and resolution.

c) Secondary (9-12)

- i) All school based staff have a role to play in secondary school supervision which is essential in maintaining a safe school environment.
- ii) Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instructional time. This does not entail making changes to past practices.
- iii) Any assigned secondary supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty, shall constitute supervision/on-call time.
- iv) The Board Staffing Committee will be engaged in the development of the strategy to expand secondary programming.
- v) The Board shall make available to the Association all supervision schedules by the end of September for study and review.
- vi) The Board shall provide the Association with a summary of supervision schedules in each school performed by all staff in the school on the prescribed form, agreed to by the Board and the summaries by September 30 of each school year.
- vii) The Association will review all summaries and may request, through the Superintendent of Human Resources, revisions and/or additional information with respect to the summaries by October 15 of each school year. Issues and concerns around supervision will be referred by either party of this Collective Agreement to the Joint Board Consultation Committee for discussion and resolution.
- viii) The parties, therefore, agree to maintain or further reduce the system average secondary Teacher supervision. Notwithstanding the above, the parties recognize that variances could occur and such items will be referred to the Joint Board Secondary Staffing Committee (JBSSC) for discussion.

22:05 Part-Time Teachers

Part-time Teachers shall be assigned to a proportional amount of instructional time, preparation/evaluation time and supervision duties as outlined above. All of these assignments shall be scheduled consecutively unless mutually agreed to by all parties.

22:06 Cross Panel Assignments

- a) Teachers covered by this Agreement whose teaching assignment includes teaching in both the elementary and secondary panels shall receive a pro-rated assignment of instructional time, preparation/planning time and supervision duties as outlined above.

- b) Teachers will not have their Local Bargaining Unit affiliation changed unless it is through the transfer process. Such change in status shall not create a surplus.

22:07 Lunch Period

Each Teacher shall be entitled to an uninterrupted and continuous period of not less than forty (40) minutes for lunch in the scheduled interval for lunch in accordance with Regulation 298 of the Education Act.

22:08 Travel

Teachers who are assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between locations. Travel time is exclusive of lunch time, preparation and planning time and supervision assignments.

22:09 Prior Learning Assessment Recognition (PLAR)

- a) All members of the Bargaining Unit shall have equal access to any PLAR work that must be initiated by the Board.
- b) Compensation for PLAR work shall be at the occasional teacher daily rate of pay pro-rated to the contracted hours.

ARTICLE 23 - HIGH SCHOOL ORGANIZATION STRUCTURE

23:01 The high school organization structure will be as follows:

- a) Each high school (9- 12) shall be assigned a minimum of ten (10) Department Heads and a maximum of eleven (11) Department Heads.
- b) Each high school shall have a Department Head assigned to English, Mathematics, Physical Education, Religious Education, and Student Services. Remaining Department Heads shall be assigned to departments at each school as determined by the Principal and the Superintendent of Schools.
- c) A department may be formed in each subject area with ten (10) or more sections. A subject area with less than ten (10) sections shall be combined with another subject area to form one department.
- d) Department Heads with 35 sections or more or Department Heads who have been assigned departments with more than one subject area will be given 3 supply days per year to assist with administrative duties. Department Heads with less than 35 sections will be given 2.0 supply days per year to assist with administrative duties.
- e) The parties may agree to amend the High School Organization Structure in 23:01 by mutual agreement.

23:02 Redundancy of Department Head Position

- a) Every effort shall be made to absorb the redundancy of Department Heads through the process of attrition as a result of normal resignations, retirements and/or leaves of absence.
- b) In accordance with the above, where redundancy exists after attrition, redundancy shall be affected in the reverse order of seniority as per Article 21 provided that the Department Heads remaining have the required qualifications.
- c) Department Heads whose positions have been eliminated for reasons of redundancy will be notified, in writing, by the Director of Education by May 31 and, where possible, preliminary notice will be provided by May 1. This notification will clearly state that the elimination of the positions is for reasons of redundancy. The Association shall be provided with a copy of all redundancy letters.
- d) No new Department Heads shall be hired until all those Department Heads who are declared redundant, who are qualified have been recalled. A recall list of the redundant Department Heads will be kept in the Superintendent of Human Resources' file. A copy of this recall list shall be provided to the Association President. This recall list shall be kept active for the length of this Collective Agreement.
- e) In making new appointments of Department Heads first offer of these positions shall be made to those on the recall list. Such offer shall be made in the reverse order of reduction, subject to qualifications, with consideration to be given to those Department Heads who are willing to become qualified for the position prior to the start of the assignment. Any Department Head on the recall list who refuses to accept an available position under the above, forfeits all rights to recall.

23:03 The following will apply regarding Department Head assignments:

- a) Department Head appointments are system based appointments. The Board agrees to invite transfer requests, on an annual basis, from existing Department Heads.
- b) When the Board anticipates vacancies for an upcoming school year in the position of Department Head, the Board will advertise such system-wide competition internally to all work locations. A copy of the competition poster will also be sent to each Association staff representative and to the President of the Association. At the discretion of the Board, such positions may also be advertised externally.
- c) Once placed on the Eligibility List, applicants shall specify a minimum of three (3) schools for which they are applying.
- d) All applicants who hold, or will hold by September 1 of the upcoming year, the required qualifications for the position will be considered. All applicants will receive written acknowledgment that their application has been received.

- e) Appointments required for the new school year shall be made from the Eligibility List as determined by the Board. The Board reserves the right to re-advertise competitions in order to obtain sufficient suitable candidates.
- f) In addition to the appointments required immediately for the upcoming school year, the Board at its discretion shall assign suitable candidates in the competition to an Eligibility List for consideration for additional appointments that may occur. Unsuccessful candidates in a competition shall have the right to a debriefing regarding their candidacy upon written request to the Human Resources Officer (Teaching) within two weeks of having been notified in writing of the results.
- g) If no candidates are available from an Eligibility List for appointment and a recent competition has been held for that Eligibility List, the Board may appoint a Teacher on an acting basis to the position for a period of up to one school year. For purposes of clarity, “recent competition” shall mean a competition held during the previous term/semester for which the position is vacant.
- h) If an appointment is required during the school year, the Board may appoint a candidate from the Eligibility List to such a position or may appoint a Teacher on an acting basis for a period not to extend beyond the end of the school year.
- i) Candidates’ names shall remain on the Eligibility List for a period of three years from the date of assignment to that Eligibility List.
- j) Teachers appointed to Eligibility Lists shall be so notified in writing and shall be informed of the number of candidates on that Eligibility List.
- k) The President of the Association shall be advised, in writing, of the formation of the Eligibility List and those Teachers who are on the Eligibility List.
- l) Initial appointment as Department Head shall be for a probationary period of one (1) year. Appointees who successfully complete the probationary period and who are recommended for permanent appointment by the Principal and Superintendent shall subsequently be appointed to a five (5) year renewable term.
- m) A reassignment to teaching duties upon completion of the probationary duties shall be by written notification. A debriefing by the Superintendent of Schools shall be granted, if requested in writing, within two (2) weeks of written notification of reassignment to teaching duties.
- n) Continuation in a permanent five (5) year term appointment and/or renewal of a permanent five (5) year term appointment is contingent upon the appointee continuing to be qualified and upon satisfactory performance of the duties of the position.

- o) With the approval of the Superintendent, an acting Department Head may be appointed in the event the Department Head is absent and it is known that the absence will exceed twenty (20) consecutive teaching days.
- p) A Teacher designated as an acting Department Head shall be given the remuneration of a Department Head in accordance with the Collective Agreement.

ARTICLE 24 - STAFFING: COORDINATOR AND CONSULTANT

- 24:01
- a) When there is a requirement to appoint a coordinator or consultant, the Board will advertise such positions internally to all work locations. A copy of the competition poster will also be sent to each Association staff representative and to the President of the Association. At the discretion of the Board, such positions may also be advertised externally.
 - b) All applicants will receive written acknowledgment that their application has been received. All applicants who hold, or will hold by September 1 of the upcoming year, the required qualifications for the position will be considered. Unsuccessful candidates in a competition shall have the right to a debriefing regarding their candidacy upon written request to the Human Resources Officer (Teaching).
 - c) The term of Coordinator or Consultant appointments shall be in accordance with Board policy. These appointments are system wide and may be extended at the discretion of the Director of Education.
 - d) Upon completion of a term, the position shall be advertised and a competition shall be held which shall be open to all qualified applicants.

ARTICLE 25 - JOB POSTINGS / TRANSFERS

25:01 Timetables

The Principal shall ordinarily provide each Teacher with a preliminary timetable and/or class assignments for the next school year before the end of the current school year.

25:02 Staffing Procedures

- a) The Joint Board Staffing Committee will follow the recommendations as outlined in the PDT agreement. This committee shall meet to review these procedures and timelines by February of each year. If no new agreement is reached on procedures and timelines for the following school year the provisions in this Collective Agreement shall apply.
- b) Each Principal, in consultation with her/his Superintendent of Schools, shall determine the school organization for the upcoming school year in accordance with the staff allocated by the Board.

- c) Each Principal shall declare vacancies and/or staff surplus to the school in accordance with Article 25:09. Principals shall forward this report to the Human Resources department by the third Wednesday in April.
- d) The Board shall provide the President of the Association with staffing information on a regular basis as requested.

25:03 General Postings / Transfer Procedures

- a) Vacant teaching positions shall be defined as those resulting from resignations, enrolment growth, transfers, promotions, system expansion or the creation of new teaching positions.
- b) A list of known vacancies will be posted in each school and program department on May 1 and June 1 or any other time deemed necessary. A copy of the transfer list will be posted in each school and program department by May 1. A copy of such vacancy and transfer lists shall be given to each Association staff representative and to the President of the Association.
- c) The postings shall state the school, panel/division and subject area(s) for high school positions.
- d) Teachers on the transfer list shall be eligible to apply to posted vacancies and should contact the appropriate Principal.
- e) No Principal shall consider a Teacher eligible for a vacancy unless her/his name appears on the transfer list and a Principal shall not recommend a Teacher for placement until a confirmed vacancy exists in the school.
- f) A Principal who wishes to recommend a Teacher for placement in a confirmed vacancy in her/his school shall complete a “Transfer Recommendation Form” and forward it to the Human Resources Officer (Teaching).
- g) Once the “Transfer Recommendation Form” has been approved by the Superintendent of Human Resources, copies will be distributed as follows:
 - 1. Teacher concerned
 - 2. Receiving Principal
 - 3. Sending Principal
- h) After the Victoria Day holiday, the Transfer Committee will recommend placement of teachers as per 25:10(b). This Committee will meet no later than the Friday following the Victoria Day holiday.
- i) All transfers and placements will be confirmed in writing by the Human Resources department.

- j) The Board shall provide a copy of all Change in Teaching Assignment forms to the Association.
- k) Nothing in the above precludes a Teacher being given notice of involuntary transfer by a Superintendent of Schools. A copy of this notification shall be forwarded to the Association President.

25:04 Staff Returning from Leave

- a) All Teachers scheduled to return from leave shall be contacted in writing by the Human Resources department to verify the date of their return to work and asked to provide any required documentation.
- b) Teachers returning from a leave of absence, except as outlined in Articles 17, 18, and 19 shall be placed on the transfer list and shall attempt to obtain a teaching position in the same manner as Teachers who have requested a transfer.
- c) Teachers returning from a Temporary Leave for Reduction in Teaching Schedule shall be placed on the transfer list for the portion of time they were on leave and must attempt to obtain a position in the same manner as teachers who have requested a transfer.
- d) The Transfer Committee shall assign a known teaching vacancy to a teacher returning from a leave, who has not obtained a position through the General Postings/ Transfer Process. The assignment of such a position shall take place at a meeting of the committee held no later than the first Friday following the Victoria Day holiday.

25:05 Change in Contractual Status (Teacher Requested Increase in Teaching Load)

Part-time teachers shall be granted, where an appropriate vacancy exists, an increase in teaching status prior to external hiring subject to the following procedures:

- a) The Teacher seeking a change in contractual status (increase in teaching load) for September 1 of any year shall use the following procedures:
 - i) The Human Resources department shall advertise at the beginning of February inviting part-time Teachers who will be requesting an increased status to apply in writing.
 - ii) Such application, on the prescribed form, with the recommendation of the Principal and appropriate Superintendent of Schools, shall be submitted to the Human Resources Officer (Teaching) by the Friday prior to the March Break. Upon written request, the Principal shall provide an explanation to the teacher in writing if the recommendation is not positive.
 - iii) The Teacher shall be notified in writing if her/his name has been placed on the transfer list and is therefore eligible for any posted positions.

- iv) The Transfer Committee shall assign a known teaching vacancy to teachers who have been unable to obtain a transfer through the voluntary General Postings/Transfer Process. These teachers shall be placed in known vacancies at a meeting to be held no later than the Friday following the Victoria Day holiday.
 - v) If a Teacher's request cannot be accommodated the Teacher shall be advised that he/she will not be eligible to increase her/his status for the following school year and shall be advised in writing of the reason.
 - vi) If the Principal/Superintendent recommendations are positive and the request cannot be accommodated due to known system requirements, the Teacher shall be advised that his/her request cannot be accommodated at present but that his/her application will be retained in the event that system requirements change.
 - vii) A Teacher who is eligible for an increase in status according to this procedure and who is selected for a known vacancy by a Principal, shall, subject to final approval by the Superintendent of Human Resources, be advised in writing that his/her request for an increase in status has been approved.
 - viii) Teachers eligible for an increase in status in accordance with this section will be considered up to September 30.
- b) The Teacher seeking a change in contractual status (increase in teaching load) as of January 1, or at the start of the second semester in Catholic high schools, shall use the following procedures:
- i) Such Teachers shall notify the Human Resources Officer (Teaching) by November 30, on the prescribed form, with the recommendation of the Principal and appropriate Superintendent of Schools. Upon written request, the Principal shall provide an explanation to the Teacher in writing if the recommendation is not positive.
 - ii) If a part-time Teacher accepts a new assignment in accordance with these provisions, any vacancy created by such Teacher's transfer or reassignment may be filled by direct external hiring at the discretion of the Board.

25:06 Voluntary Transfers

- a) The Board and the Association shall encourage the voluntary transfer of Teachers.
- b) A Teacher's request for a transfer shall be considered without prejudice. All Teachers who have a minimum of two years experience at the same school shall be eligible for voluntary transfers. Teachers who have less than two years experience in the same school must obtain the written approval of the Superintendent of Human Resources. Such approval will only be granted where extraordinary circumstances exist.
- c) Any Teacher may submit an application for a transfer, on the Transfer Request Form (Form B), to the Human Resources Officer (Teaching) with a copy to the principal, at any time prior to the Friday before the March Break.
- d) Teachers currently in the employ of the Board who apply for a voluntary transfer shall be given priority placement in new and vacant teaching positions prior to the placement of any new hire until the conclusion of the current transfer process.
- e) Voluntary transfers except those at St. Nicholas Adult Day School must be completed prior to the first day of school.

25:07 Absolute Transfers

- a) An absolute transfer is understood to be a request for transfer by a Teacher where the Teacher may be assigned to any school and is prepared to accept any assignment for which the Teacher is qualified. A Teacher's request to limit placement to families of schools will be respected.
- b) Any Teacher accessing the absolute transfer process must indicate this choice on the Transfer Request Form (Form B) and submit it to the Human Resources Officer (Teaching) with a copy to the principal, at any time prior to the Friday before the March Break.
- c) The Transfer Committee shall assign a known teaching vacancy to any Teacher who has applied for an absolute transfer and who has been unable to obtain a transfer through the General Postings/Transfer Process. Teachers shall be placed in known teaching vacancies by the committee, which shall meet no later than the Friday following the Victoria Day holiday.

25:08 Voluntary Teacher Exchange Process

- a) All Teachers who wish to seek a Voluntary Teacher Exchange process must indicate this choice on the Transfer Request Form (Form B) and submit it to the Human Resources Officer (Teaching) with a copy to the principal, at any time prior to the Friday before the March Break.
- b) The Voluntary Teacher Exchange process neither applies to nor generates vacant teaching positions as defined in Article 25:03.
- c) A Teacher's intent to seek a Voluntary Teacher Exchange shall be indicated on the Voluntary Transfer List.
- d) All voluntary Teacher exchanges shall be subject to the approval of the appropriate principals and Superintendents. Such approval shall not be unreasonably withheld. An explanation shall be provided to the Teachers in writing by the Principal or Superintendent of Human Resources if the exchange is not approved.
- e) Teachers may also request a one (1) year exchange using the same procedures as in 25:08c). Teachers selecting the one (1) year exchange will have the opportunity, by January 30 of the exchange year, to indicate their desire to return to their former position for the following school year or, by the mutual consent of the two Teachers and the two Principals, to make the exchange permanent.
- f) The voluntary Teacher exchange process shall be completed on or before June 20 of each year.
- g) When a Teacher has accepted a voluntary Teacher exchange assignment her/his name shall be removed from the Voluntary Transfer List.

25:09 Surplus to School

- a) Surplus to School shall mean a reduction in the total teaching positions in a school due to:
 - i) Declining enrolment;
 - ii) Enrolment shifts brought about by the opening of new schools or caused by student option selections;
 - iii) The creation, reduction or elimination of a program;
 - iv) Other changes in the organization of the Board.

- b) Surplus to School shall be determined by the school Principal by the application of the following criteria:
 - i) System seniority date of the Teacher as per Article 21;
 - ii) Curriculum program requirements of the school.
- c) It is recognized that following due consideration of the information provided in Regulation 298 of the Education Act, curriculum program requirements may result in a Teacher being declared surplus to school who has more seniority than another Teacher in the same school. Where this occurs, the Board shall provide to the affected Teacher(s) and to the Association an explanation of the curriculum program requirements.
- d) A Teacher declared surplus to school who has not yet commenced teaching in another school has the right of first refusal for any position at their originating school providing he/she has the qualifications for the position as set out in the Education Act.
- e) Teacher(s) who may be subject to the Surplus to School provision of this Collective Agreement shall be notified in writing.
- f) In a school where a surplus of Teacher(s) exists, a Teacher(s) may volunteer, in writing, to be declared surplus to the school subject to the approval of the school principal and the Superintendent of Human Resources. Such approval shall not be unreasonably withheld.
- g) Unless otherwise agreed to by the Board and the Association, Teachers declared surplus who have five or more years seniority with the Board by June 30 of that year will be placed, according to seniority, qualifications respected, in known vacancies prior to the regular transfer process by the Transfer Committee. If no assignment is possible or if the teacher elects not to accept the assignment, such Teachers shall be automatically placed on the Voluntary Transfer list.
- h) Teachers declared surplus to schools according to this Article who have less than five years seniority with the Board by June 30 of that year shall be automatically placed on the transfer list.

25:10 Transfer Committee

- a) The Transfer Committee shall consist of the Superintendent of Human Resources, representative(s) of the Teachers (assigned by the Association) and other staff as designated by the Superintendent of Human Resources.

- b) The Transfer Committee shall make recommendations regarding the assignment of Teacher(s). Unless otherwise agreed to by the Board and the Association, the assignment of Teacher(s) shall be done according to seniority, qualifications respected, in the following priority:
 - i) Teachers declared surplus as per Article 25:09;
 - ii) Teachers returning from system class/system appointments;
 - iii) Teachers returning from a leave of absence;
 - iv) Teachers accessing absolute transfers;
 - v) Teachers seeking a change in contractual status.
- c) The recommendation of 25:10(b), shall be instituted prior to the placement of any new hires.

Notwithstanding b) above, Teachers assigned by the Transfer Committee to two different schools shall have the right to accept an equivalent position in one school that may become available prior to the start of the next school year.

ARTICLE 26 - REDUNDANCY

- 26:01 In the event that redundancy of Teachers occurs within the Board, reduction of staff shall be implemented in the following manner:
- a) Every effort shall be made to absorb the redundancy of Teachers and/or to reduce staff through the process of attrition as a result of normal resignations, retirements, and/or leaves of absence.
 - b) In accordance with the above, where redundancy exists after attrition, redundancy shall be affected in the reverse order of seniority as per Article 21 provided that the Teachers remaining have the required qualifications according to the Acts and Regulations.
 - c) Teachers whose employment have been terminated for reasons of redundancy will be notified, in writing, by the Director of Education by May 31 and, where possible, preliminary notice will be provided by May 1. This notification will clearly state that termination is for reasons of redundancy. The Association shall be provided with a copy of all redundancy letters.
 - d) Teachers who are given notice of lay-off will be allowed up to a maximum of two (2) days with pay for the purpose of job search, subject to prior approval of the Superintendent of Human Resources.
 - e) Regular teaching staff including those returning from leave shall be placed through the regular transfer and placement procedure prior to the recall of redundant Teachers. No new staff shall be hired until all those Teachers who are declared redundant, who are qualified to fill the position available, have been recalled. A recall list of the redundant Teachers will be kept in the Superintendent of Human

Resources' file. A copy of this recall list shall be provided to the Association President. This recall list shall be kept active for a period of twenty five (25) months from the date of redundancy.

- f) In making new appointments of staff, first offer of these positions shall be made to those on the recall list. Such offer shall be made in the reverse order of reduction subject to qualifications with consideration to be given to those Teachers who are willing to become qualified for the position prior to the start of the assignment. Any Teacher on the recall list who refuses to accept an available position under the above, forfeits all rights to seniority and recall.
- g) Any probationary Teacher who is released due to redundancy, and subsequently rehired within a twenty-five (25) month period, will have all teaching experience with the Board credited towards the attainment of a permanent teaching position.
- h) Any Teacher recalled to a teaching position shall be given full recognition for seniority accumulated to the date of termination.
- i) Subject to approval from the OECTA Occasional Teacher Local Bargaining Unit, redundant Teachers will have first consideration for occasional teaching assignments.

ARTICLE 27 - CONSULTATION COMMITTEE

- 27:01 The Board and the Association agree to set up a Consultation Committee to review and discuss matters of common interest or concern as they arise. The committee may also discuss and analyze pertinent data relating to Ministry/Board initiatives and implementation strategies. The Committee may make recommendations on such matters to the Director of Education.
- 27:02 The Consultation Committee shall consist of three (3) representatives from each party. In addition, with the approval of the parties, the Board and the Association may invite resource persons to be in attendance in order to facilitate the discussion.
- 27:03 The Deputy Director of Education and the President of the Association shall be the contacts for setting up such meetings.
- 27:04 The Committee shall normally meet three (3) times per school year or at the request of either party.
- 27:05 Ordinarily, both parties shall submit agenda items one (1) week prior to the meeting. Action items resulting from the meeting shall be forwarded to the respective parties.

ARTICLE 28 - REPLACEMENT OF TEACHERS

- 28:01 Teachers who are absent from their classroom teaching duties shall be replaced by an occasional teacher except if there are no occasional teachers available. Teachers are required

to call the SEM system to arrange for a replacement. If the SEMS is not operational the Teacher shall inform the Principal or Vice-Principal.

28:02 The Teacher designate may replace a Principal, when the Principal is absent from school, on a short-term basis. The Teacher designate may be released from teaching duties and replaced by an occasional teacher where approved by the appropriate Superintendent of Schools.

28:03 In the event that a Teacher is assigned to replace an absent Teacher, and loses preparation and planning time, the following protocol shall apply:

- a) The Teacher will keep a record of all time lost.
- b) Once the Teacher has accumulated at least a half a day, compensatory time in the form of preparation and planning days shall be scheduled during the school year at a date approved by the principal. Such approval shall not be unreasonably withheld.
- c) Teachers may work at the school or at any other Board site mutually agreed upon by the Teacher and the principal.
- d) Occasional teachers shall be hired by the Board to replace Teachers on the assigned days.

ARTICLE 29 - QECO PLACEMENT

29:01- Placement

- a) All Teachers shall be placed on the Teacher salary grid in Article 32 on the basis of a Statement of Evaluation in accordance with QECO Program 4 (1979). Such statements of Evaluation shall be sent to the Superintendent of Human Resources. Notwithstanding the above, effective September 1, 2004, Teachers shall be placed on the Teacher salary grid in Article 32 on the basis of a Statement of Evaluation in accordance with QECO Program 5 (2000) provided such statements are submitted to the Superintendent of Human Resources.
- b) No Teacher who was in the employ of the Board prior to September 1, 2004 shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of Article 29.

29:02 All newly hired Teachers who do not hold a university degree shall be placed in pre-degree category A pending receipt of a valid QECO Statement of Evaluation.

29:03 All newly hired Teachers who do hold a university degree shall be placed in category A1 pending receipt of a valid QECO Statement of Evaluation.

29:04 Once the Board has received confirmation of a newly hired Teacher's appropriate placement according to QECO, the Board will make the appropriate salary adjustment retroactive to the

effective date of hire. Such QECO statements will be submitted no later than the end of the first school year.

29:05 Notwithstanding 29:01(a) and (b), the following shall apply:

- a) Any Teacher who was in the employ of the Board on June 30, 1989, who was downgraded by the QECO rating shall be “grandparented” in the level in which they were placed in June 1989.
- b) No Teacher “grandparented” in accordance with a) above may progress through the levels except by submitting a valid QECO rating statement.
- c) For the purpose of QECO placement, “grandparented” shall be interpreted as meaning that Teachers will remain at the category level they have attained by June 30, 1989, but can continue to move within that category level to the maximum based on teaching experience.

29:06 A Teacher who, before the beginning of the school year, has completed all the qualifications required for a change in category is entitled to an adjustment in salary as of September 1 of that year, provided that the Teacher submits to the Board a revised QECO Statement of Evaluation by December 31, of that school year.

29:07 A Teacher who, before December 31, has completed all the qualifications required for a change in category is entitled to an adjustment in salary as of January 1, provided that the Teacher submits to the Board a revised QECO Statement of Evaluation by June 30, of that school year.

29:08 Where a Teacher is unable to submit the required Statement of Evaluation as per Article 25:09, 29:05, and 29:06 within the required timelines, due to delays in the evaluation of requests by QECO, the Teacher shall submit acceptable proof to the Board of this situation by December 31, or June 30, as appropriate. Where such acceptable proof is submitted as required, the Teacher shall be eligible for

retroactive adjustments in accordance with Articles 25:09, 29:05, and 29:06 where the revised Statement of Evaluation is submitted to the Board as soon as possible after it has been received.

- 29:09 Prior to the implementation of QECO Programme 5, the Board will develop an implementation plan and OECTA will have representation on the Board committee.

ARTICLE 30 - TEACHER PLACEMENT ON GRID

- 30:01 Except as otherwise specifically provided for in the terms of this Agreement, the annual salary and allowances of each Teacher shall be determined in accordance with Article 32 of this Agreement.
- 30:02 Unless legally permitted to do so, the Board may not withhold parts of a Teacher's salary.
- 30:03 a) i) Nothing in the terms of this Agreement shall permit the Board to reduce the salary and allowances of any Teacher on staff, except in those cases where the duties or responsibilities of a Teacher have been reduced. Such a reduction in salary and allowances shall occur no later than the second pay period in the month of October of the current school year or upon confirmation by the schools of the positions of responsibility for the current school year.
- ii) Teachers who voluntarily resign their position of added responsibility shall forfeit their allowance effective the date of their resignation.
- b) Notwithstanding 30:03 a) above, the Board reserves the right to recover over a reasonable period of time, salary and allowance payments inadvertently paid in excess of entitlements. Teachers who are inadvertently paid less than their salary and allowance entitlements by the Board will be entitled to recover such salary.
- 30:04 Teaching experience shall be credited as of the first day of the school year and shall be recognized in years and months. (i.e. a Teacher who has completed five years and three months teaching experience as of August 31 would be paid at 5.3 years for the school year starting September 1).
- 30:05 a) Teaching experience recognized for placement on the salary grid means teaching experience gained in an elementary or secondary day school in Ontario while holding a valid Ontario Certificate of Registration or Letter of Standing.

- b) Teaching experience gained in an elementary or secondary day school in another Canadian Province or Territory, or outside of Canada while holding a valid Ontario Certificate of Registration or equivalent Teacher qualification, may be recognized at the discretion of the Superintendent of Human Resources.
- c) Ten (10) months of full-time teaching experience shall be equivalent to one (1) full year of experience. No Teacher on staff as of the date of ratification of this Collective Agreement will have the calculation of his/her teaching experience adversely affected by the application of this clause.
- d) All partial years of teaching experience shall be recognized for salary placement purposes when the Teacher has accumulated 194 days, except for any period a Teacher is on long-term disability. No Teacher on staff as of the date of ratification of this Collective Agreement will have the calculation of his/her teaching experience adversely affected by the application of this clause.
- e)
 - i) Teachers teaching less than a full-time assignment (i.e. 6.0 credit courses or equivalent) in any given school year shall be able to claim teaching experience for credit courses taught in night school and summer school. Such Teachers should submit written proof of such additional teaching experience to the Human Resources Department by August 31 of that school year for a change for the upcoming school year.
 - ii) In 30:05 e) i) above, 6.0 credit courses taught are equivalent to one year teaching experience.
- f) In any given school year (i.e. September to August), the maximum experience a Teacher may accumulate is one year's teaching experience.

30:06 Related Experience

Related teaching experience means teaching experience other than as recognized in 30:05 a) above. Related teaching experience may be recognized for salary placement purposes as follows:

- i) Such experience must be directly related to the teaching assignment.
- ii) Related teaching experience recognized for salary placement purposes shall not exceed two (2) years and shall be pro-rated in the ratio of three (3) years related experience to one (1) year teaching experience.
- iii) In the case of any dispute regarding related teaching experience the decision of the Superintendent of Human Resources, in consultation with the Association President, shall be considered binding and final.

30:07 Related Experience - Technological Studies

Teachers whose teaching assignments include two (2) or more periods teaching subjects in Schedule C of Regulation 184 may be eligible for related experience on the following basis:

- i) Related experience must be directly related to the teaching position and includes experience in a trade or any other experience as approved by the Superintendent of Human Resources.
- ii) A year of related experience is a twelve (12) month period of experience.
- iii) Related experience shall be credited on the basis of two (2) years related experience for one year (10 months) teaching experience on the salary grid, to a maximum of ten (10) years related experience.
- iv) In the case of any dispute regarding related experience, the decision of the Superintendent of Human Resources, in consultation with the Association President, shall be considered binding and final.

ARTICLE 31 - PAYMENT OF SALARIES

31:01 a) For the 2008-2009 school year:

- i) The first 1/26 of salary for all Teachers shall be paid on September 4, 2008.
 - ii) 21 installments of 1/26 of salary shall be paid to all Teachers beginning on September 4, 2008, and every two weeks thereafter with an additional payment of 5/26 of salary to be paid on the last pay day prior to the summer holidays.
- b) For the 2009-2010 school year, Teachers shall be paid in the following manner: 21 installments 1/26 of salary beginning on the 3rd day of September and every two weeks thereafter, and one payment of 5/26 of salary on the last pay day prior to the summer holidays.
- c) For the 2010-2011 school year, Teachers shall be paid in the following manner: 21 installments 1/26 of salary beginning on the 2nd day of September and every two weeks thereafter, and one payment of 5/26 of salary on the last pay day prior to the summer holidays.
- d) For the 2011-2012 school year, Teachers shall be paid in the following manner: 21 installments 1/26 of salary beginning on the 1st day of September and every two weeks thereafter, and one payment of 5/26 of salary on the last pay day prior to the summer holidays.

- 31:02 The Board shall deposit Teachers' salaries in accounts at financial institutions of the individual Teacher's choice provided that the financial institution is a participating member in the electronic funds transfer system.
- 31:03 Notwithstanding the above, individual Teachers shall have the opportunity to direct the Board to deposit an amount of salary in the Teacher's account at Your Credit Union each pay period.
- 31:04 Any adjustment to a Teacher's salary shall be based upon the number of days worked as a proportion of the recognized school year.
- 31:05 Teachers' salaries shall be subject to all lawful deductions.
- 31:06 The Board shall consult with the Association prior to any changes in salary and allowances. An implementation plan will be developed by representatives of the Finance department, Human Resources department and the Association. The implementation plan will occur within a time frame which will allow both parties a reasonable opportunity to resolve the matter and to notify Teachers.
- 31:07 The Board agrees to remit the employees' share of the Employment Insurance rebate to the employee.

* First pay date in September is subject to change based on approval of the school year calendar by the Ministry of Education.

ARTICLE 32 - SALARY AND ALLOWANCES

32:01 Salaries and Allowances for the 2008-2012 school years:

- a) Effective September 1, 2008, salaries and allowances will be in accordance with the Salary Grid in 32:02;
- b) Effective September 1, 2009, salaries and allowances will be in accordance with the Salary Grid in 32:03;
- c) Effective September 1, 2010, salaries and allowances will be in accordance with the Salary Grid in 32:04;
- d) Effective September 1, 2011, salaries and allowances will be in accordance with the Salary Grid in 32:05.

32:02 Salaries and Allowances effective September 1, 2008 : (+3.00%)

SALARY GRID

	A	A1	A2	A3	A4
0	36,987	39,910	42,532	46,731	49,288
1	39,186	42,528	45,299	49,762	52,679
2	41,386	45,144	48,067	52,794	56,070
3	43,584	47,761	50,836	55,824	59,461
4	45,784	50,377	53,602	58,855	62,854
5	47,983	52,995	56,372	61,888	66,244
6	50,183	55,612	59,138	64,916	69,637
7	52,381	58,229	61,907	67,948	73,028
8	54,582	60,847	64,674	70,980	76,418
9	56,779	63,463	67,441	74,010	79,810
10	58,978	66,081	70,210	77,041	83,200
11	61,181	68,694	72,985	80,074	86,588

ALLOWANCES

In addition to their salary based on the above salary grid, Teachers will receive an allowance as follows when assigned to the following positions:

Teacher Designate	2,245
Consultant	5,056
Coordinator	14,726
Department Heads	5,056
St. Nicholas Adult High School Lead Teacher	2,000
Curriculum Leaders (Grades 7-8; 5 per site)	885

32:03 Salaries and Allowances effective September 1, 2009: (+3.00%)

SALARY GRID

	A	A1	A2	A3	A4
0	38,097	41,107	43,808	48,133	50,767
1	40,362	43,804	46,658	51,255	54,259
2	42,628	46,498	49,509	54,378	57,752
3	44,892	49,194	52,361	57,499	61,245
4	47,158	51,888	55,210	60,621	64,740
5	49,422	54,585	58,063	63,745	68,231
6	51,688	57,280	60,912	66,863	71,726
7	53,952	59,976	63,764	69,986	75,219
8	56,219	62,672	66,614	73,109	78,711
9	58,482	65,367	69,464	76,230	82,204
10	60,747	68,063	72,316	79,352	85,696
11	63,016	70,755	75,175	82,476	89,186

ALLOWANCES

In addition to their salary based on the above salary grid, Teachers will receive an allowance as follows when assigned to the following positions:

Teacher Designate	2,312
Consultant	5,208
Coordinator	15,168
Department Heads	5,208
St. Nicholas Adult High School Lead Teacher	2,060
Curriculum Leaders (Grades 7-8; 5 per site)	912

32:04 Salaries and Allowances effective September 1, 2010: (+3.00%)

SALARY GRID

	A	A1	A2	A3	A4
0	39,240	42,340	45,122	49,577	52,290
1	41,573	45,118	48,058	52,793	55,887
2	43,907	47,893	50,994	56,009	59,485
3	46,239	50,670	53,932	59,224	63,082
4	48,573	53,445	56,866	62,440	66,682
5	50,905	56,223	59,805	65,657	70,278
6	53,239	58,998	62,739	68,869	73,878
7	55,571	61,775	65,677	72,086	77,476
8	57,906	64,552	68,612	75,302	81,072
9	60,236	67,328	71,548	78,517	84,670
10	62,569	70,105	74,485	81,733	88,267
11	64,906	72,878	77,430	84,950	91,862

ALLOWANCES

In addition to their salary based on the above salary grid, Teachers will receive an allowance as follows when assigned to the following positions:

Teacher Designate	2,381
Consultant	5,364
Coordinator	15,623
Department Heads	5,364
St. Nicholas Adult High School Lead Teacher	2,122
Curriculum Leaders (Grades 7-8; 5 per site)	939

32:05 Salaries and Allowances effective September 1, 2011: (+3.00%)

SALARY GRID

	A	A1	A2	A3	A4
0	40,417	43,610	46,476	51,064	53,859
1	42,820	46,472	49,500	54,377	57,564
2	45,224	49,330	52,524	57,689	61,270
3	47,626	52,190	55,550	61,001	64,974
4	50,030	55,048	58,572	64,313	68,682
5	52,432	57,910	61,599	67,627	72,386
6	54,836	60,768	64,621	70,935	76,094
7	57,238	63,628	67,647	74,249	79,800
8	59,643	66,489	70,670	77,561	83,504
9	62,043	69,348	73,694	80,873	87,210
10	64,446	72,208	76,720	84,185	90,915
11	66,853	75,064	79,753	87,499	94,618

ALLOWANCES

In addition to their salary based on the above salary grid, Teachers will receive an allowance as follows when assigned to the following positions:

Teacher Designate	2,452
Consultant	5,525
Coordinator	16,092
Department Heads	5,525
St. Nicholas Adult High School Lead Teacher	2,186
Curriculum Leaders (Grades 7-8; 5 per site)	967

32:06 The parties agree that the provisions of this Collective Agreement meet and continue to meet the requirements of the Pay Equity Act, 1989.

ARTICLE 33 - CONTINUING EDUCATION TEACHERS

- 33:01 Continuing Education Teacher means a Teacher employed to teach a continuing education course or class established in accordance with the regulations for which a valid Ontario Certificate of Registration or a Letter of Standing as a Teacher is required.
- 33:02 Continuing Education Teachers shall be paid the following rates of pay:
- | | | |
|----------------------------------|-------|------------------------------------|
| September 1 st , 2008 | 41.30 | per hour including 4% vacation pay |
| September 1 st , 2009 | 42.54 | per hour including 4% vacation pay |
| September 1 st , 2010 | 43.82 | per hour including 4% vacation pay |
| September 1 st , 2011 | 45.13 | per hour including 4% vacation pay |
- 33:03 The Board will undertake to advertise all anticipated continuing education vacancies internally. At the discretion of the Board vacancies may also be advertised externally.
- 33:04 Provisions set out in this Article, Article 14 (Grievance) and Article 21 (Seniority) shall constitute the entire agreement of the parties on the terms and conditions of employment for Continuing Education Teachers.
- 33:05 In order of seniority, Teachers shall receive one offer of employment based on their first choice, qualifications respected. A Teacher who declines the offer may not be reconsidered for another offer. This decline shall be deemed a grace semester and the teacher shall remain on the priority list without change in seniority.
- 33:06 The Board shall offer at least one course/session to a Teacher subject to sufficient enrolment.
- 33:07 In the event that two or more Continuing Education Teachers on the seniority list have the same date and qualifications, and are vying for the same position, permanent Board employees shall be given preference over someone from outside the Board. In the event that two Teachers on the priority list have the same seniority date, seniority within OECTA shall be the determinant as defined in Article 21 of the Collective Agreement.
- 33:08 Teachers shall have a 24 hour turnaround period to respond to a firm offer. If there are extenuating circumstances (i.e. a need to arrange daycare) an extension of 24 hours shall be granted. Failure to respond to phone calls and e-mails within the 24 hour period shall be considered a negative response to an offer and shall result in a missed opportunity. A Teacher may, by choice, only miss one out of three sessions and remain on the seniority list unless on an approved leave.
- 33:09 Continuing Education Teachers shall be assigned according to course preference and system needs. Every effort shall be made to assign Summer School Teachers according to their indicated location and subject preference.
- 33:10 A list of expectations of the position will be made available to Continuing Education applicants.

33:11 Continuing Education courses shall be offered to Teachers who hold the appropriate qualifications according to the Education Act and Regulations to teach the course. Notwithstanding the above, if there is a course offered at Summer School and no Teacher qualified in that subject area is available, consideration may be granted to another Teacher if mutually agreed to by both parties.

ARTICLE 34 - BENEFITS PROVISIONS

- 34:01 a) The Board and the Association agree to continue the benefits provisions as outlined in the current Group Insurance Plan Booklet of the Board. These benefits include extended health (including hospital room coverage), life, accidental death and dismemberment, vision and dental provisions.
- b) The Board agrees to pay eighty-five (85%) percent of the benefit costs. The Teachers agree to pay fifteen (15%) percent of the benefit costs.
- c) The Benefits Advisory Committee will meet at least quarterly to monitor the benefits plan.
- 34:02 The Association assumes responsibility for the LTD policy for all Teachers. The Board agrees to continue payroll deductions for LTD purposes as directed by the Association with reasonable notice. Teachers will pay 100% of the LTD premiums.

ARTICLE 35 – JOINT PROFESSIONAL DEVELOPMENT COMMITTEE

- 35:01 The Joint PD Committee will consist of equal representation between the School Board and the Association, not to exceed six representatives in total. The Board and the Association will meet within 60 days of ratification to establish a Joint Professional Development Committee. The parties agree to meet four (4) times per year or as required. The first meeting shall take place prior to the end of September.
- 35:02 The parties agree that valuable professional development is job embedded within the instructional day and done in partnership with colleagues. This does not preclude the scheduling of valuable professional development outside of the school work day at which attendance is not mandatory.
- a) The success of a Catholic Professional Learning Community (CPLC) depends largely on the environment and the climate in which it is established.
- b) CPLC's are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.
- c) A Teacher's Annual Learning Plan will inform the Professional Learning opportunities funded through this allocation as well as the CPLC.

35:03 The Joint PD Committee will:

- a) make recommendations regarding Teacher professional development. The committee will oversee the professional activities for Teachers during professional activity days that are to be consistent with the learning goals identified in the Teachers' Annual Learning Plan.
- b) promote best practices aimed at sustaining successful Catholic Professional Learning Communities.

35:04 School and Board-wide in-service programs are not affected by this Article.

ARTICLE 36 - RETIREMENT GRATUITY (GRANDPARENTING)

36:01 The Board and the Association agree that former Ottawa Roman Catholic School Board Teachers whose employment was transferred to the Ottawa Catholic District School Board as of January 1, 1998, and who had an entitlement for a retirement gratuity in accordance with the OECTA Ottawa Unit Collective Agreement will continue to be eligible for the payment of a retirement gratuity. Such a retirement gratuity will be payable in accordance with the terms outlined in the OECTA Ottawa Collective Agreement for 1997-98.

ARTICLE 37 – ACTING PRINCIPALS AND ACTING VICE-PRINCIPALS

- 37:01 a) The Board may appoint an Acting Principal or Acting Vice-Principal from the Local Bargaining Unit for a temporary period of up to one (1) year. Such acting appointments may be extended beyond one (1) year by mutual consent of the Board and the Association. Acting Principals and Vice-Principals are members of the Bargaining Unit, and as such, shall not participate in any activities involving evaluation of other Bargaining Unit members.
- b) All provisions of this Collective Agreement shall apply to the Teacher during such period of temporary assignment.

- c) The Teacher acting as Principal or Vice-Principal will receive the salary of the Principal/Vice-Principal as appropriate during the time the Teacher is assigned to the position.
- d) Any Teacher appointed as Acting Principal or Vice-Principal will be re-assigned to his/her previous position at the end of the acting assignment.
- e) The Teacher vacancy created by this appointment or by the staff redeployment as the result of this appointment shall be filled by an occasional teacher.
- f) Any new working conditions or duties other than above shall be referred to the Consultation Committee.

ARTICLE 38 – PERFORMANCE APPRAISAL FOR EXPERIENCED TEACHERS (PAET)

- a) The criteria for the performance appraisal process for experienced Teachers shall be consistent with the practice and components of the Ministry of Education’s existing performance appraisal documents entitled Performance Appraisal of Experienced Teachers Technical Requirements Manual (Revised 2007). There shall be no additional domains, competencies or look fors.
- b) No member of the Bargaining Unit shall participate in the performance appraisal of another teacher.
- c) The Board shall disclose to the Association, on or before October 31 of each school year a current list of Teachers participating in the Performance Appraisal for Experienced Teachers process in that year.
- d) The Board shall disclose to the Association, the name of any member who receives an unsatisfactory performance appraisal or who is placed on review status.
- e) The Annual Learning Plan is Teacher authored and Teacher directed, and developed in a consultative and collaborative manner with the principal.
- f) The Association will have representation on the Board’s steering committee responsible for developing and/or reviewing the policy and procedure.

ARTICLE 39 –NEW TEACHER INDUCTION PROGRAM (NTIP)

- a) The criteria for the performance appraisal process for new Teacher hires shall be consistent with the practice and components of the Ministry of Education’s existing performance appraisal documents entitled New Teacher Induction Program Manual for Performance Appraisal of New Teachers (2006), and there shall be no additional domains, competencies or look fors.
- b) No member of the Bargaining Unit shall participate in the performance appraisal of a new Teacher.

- c) The Board shall disclose to the Association, the names of all new Teachers who fall within the definition of Regulation 266 of the Education Act by September 30 of each year.
- d) Participation of mentors in the NTIP process is voluntary.
- e) Each new Teacher chooses his/her own mentor.
- f) The relationship between the new Teacher and the mentor may be terminated by either party at any time.
- g) The Board shall disclose to the Association the name of any member who receives an unsatisfactory performance appraisal or who is deemed of needing improvement or placed on review status.
- h) The Association will have representation on the Board's steering committee responsible for developing and/or reviewing the policy and procedure.

ARTICLE 40 – BOARD / OECTA JOINT STAFFING COMMITTEE

- a) Joint Board Elementary Staffing Committee (JBESC)

The Board / OECTA Staffing Committee will follow the recommendations as outlined in the PDT agreement. The committee will consist of equal representation between the Board and the Association and not to exceed six (6) representatives in total. The JBESC will meet within 60 days of the ratification of this agreement. The JBESC shall be convened once School Staffing Reports have been submitted in September. The committee will meet as required a minimum of four (4) times per year.

The terms of reference will include:

- i) Consulting on the assignment of staff generated by the increase in elementary Teacher preparation time;
 - ii) Helping make recommendations regarding the Board's supervision model with the aim to provide increased school safety;
 - iii) Advising on staff allocation to address the class size reduction in grades 4-8 generated by the terms of this framework agreement;
 - iv) monitoring the use of the funding enhancement aimed to provide increased school safety through added supervision personnel;
 - v) addressing other staffing and workload issues as agreed to by the parties.
- b) Joint Board Secondary Staffing Committee (JBSSC)

The Board / OECTA Staffing Committee will follow the recommendations as outlined in the PDT agreement. The committee will consist of equal representation between the Board and the Association and not to exceed six (6) representatives in total. The JBSSC will meet within 60 days of the ratification of this agreement. The JBSSC shall be convened once School Staffing Reports have been submitted in September. The committee will meet as required a minimum of four times per year.

The terms of reference will include:

- i) Consulting on the assignment of all staff included in the Board Wide Improvement Plan and comprehensive Student Success Plan;
- ii) Help make recommendations regarding the Board's supervision model with the aim to provide increased school safety and consider best practices when scheduling and assigning supervision;
- iii) Advising on staff allocation to improve secondary programming enhancements;
- iv) Monitoring the use of the funding enhancement aimed to provide increased school safety through added supervision personnel;
- v) addressing other staffing and workload issues as agreed to by the parties.

Letter of Understanding 1

TRANSITIONAL JOB SECURITY

The Board agrees to consult with the Association regarding the impact on Teachers of potential changes to the instructional program and/or significant changes to staffing levels.

In the event that the Board implements a French as a Second Language Programme that impacts on staffing (FSL Teachers, English Teachers) the Association and the Board shall agree to a protocol for the placement of all Teachers affected. If the parties cannot agree, this issue shall be submitted to a single arbitrator for review and final binding decision prior to April 1 of the school year preceding implementation.

Letter of Understanding 2

ADDITIONAL STAFFING AS PER PDT

The Joint Board Staffing Committee will meet to determine the process and procedure to allocate new staff as provided by the PDT.

This staffing will be provided to support grades 4 to 8 class size reduction, grade 7 & 8 student success Teachers and literacy coaches, improve secondary programming enhancements, and help reduce class size issues.

Letter of Understanding 3

CURRICULUM LEADERS

It is understood by both parties to this Collective Agreement that:

- a) Curriculum leader is a school based appointment.
- b) Each intermediate (7&8) school shall be assigned five (5) curriculum leaders.
- c)
 - i) The Principal and the Superintendent of Schools shall determine the organization of the curriculum divisions at each school.
 - ii) Principals shall invite applications from their staff members for vacant positions. All applications will be acknowledged in writing. Upon request, unsuccessful candidates shall be provided with a debriefing from the principal.
- d) Initial appointment as curriculum leader shall be for a probationary period of one (1) year. Appointees who successfully complete the probationary period and who are recommended for permanent appointment by the Principal and Superintendent shall subsequently be appointed to a two (2) year renewable term.
- e) In the event that a curriculum leader's term is not renewed, the Principal will convene a meeting with the curriculum leader to outline the reason(s).

Letter of Understanding 4

**FUNDING FOR E-LEARNING NIGHT SCHOOL
ONE (1) SEMESTER PILOT (FALL 2008)**

It is understood by both parties of this Collective Agreement without precedent and without prejudice that:

The definition of a work unit is as follows:

- a) A segment of the course that can be assessed or evaluated,
- b) Participation in an event such as coming to a special class for instruction including:
 - First night of class
 - Any tutorial classes
 - Any mid-term, culminating task or exam
- c) Completing a diagnostic exercise
- d) Completing a participatory exercise

This list is not exhaustive, but it does include the main types of work units that would be encountered in a typical e-learning course.

Remuneration:

Teachers shall be remunerated based on the number of students having completed a work unit by the end of the second week of classes. This will be the basis for the minimum payment to a Teacher. This will amount to half of the remuneration that teachers receive if their students complete all 20 work units.

Teachers will receive \$10.34 per student per work unit.

At the end of the second week of classes, registers will be collected and the accurate minimum for each Teacher calculated accordingly. In the rare case that a student starts after the second week, he/she will not count toward the minimum salary but any work unit completed shall be added to the Teacher's remuneration for that course.

Teacher Support:

The Board is committed to helping any Teacher requiring support for the delivery of e-learning courses. There will be training for new Teachers and on-going support for Teachers who have trouble getting their courses to function properly.

This program is subject to Ministry of Education funding.

Letter of Understanding 5

**ST. NICHOLAS ADULT HIGH SCHOOL TEACHER DESIGNATE
ONE (1) YEAR PILOT**

In order to enhance the safety and security of staff and students at this work environment, in the absence of the Principal and/or Vice-Principal a teacher designate will be appointed for a one (1) year term (September 1, 2008 to June 30, 2009). Remuneration will be in accordance with Article 32 of the Collective Agreement.

Letter of Understanding 6

TRANSFER PROCESS

The parties agree to form a committee comprised of members of the Board and OECTA. The mandate of this committee will be to review the current transfer process as outlined in Article 25 – Job Postings / Transfers with a view of making recommendations to amend the process where required or to leave status quo.

Should the committee fail to finalize the review prior to the start of the established timelines as currently outlined in Article 25, the current language will remain.

Letter of Understanding 7

BENEFITS

Upon written request, the Board shall provide OECTA quarterly financial information as provided to the Benefits Advisory Committee (BAC).

This information shall be provided in hard copy.

Prior to February 2009, the Association shall provide a list of potential benefit enhancements to the BAC. The BAC shall provide a preliminary estimate cost for each benefit improvement.

Prior to the 2010-2011 school year, the BAC shall meet to determine the list of benefits that shall be improved effective September 1, 2010.

Letter of Understanding 8

ST. NICHOLAS ADULT HIGH SCHOOL STAFFING MODEL

It is understood by both parties of this Collective Agreement that without precedent and without prejudice:

1. a) The staffing determined for September 1, will be based on the enrolment number as of March 31, of the previous year.
 - b) When the March 31, (previous year) enrolment number has been reached between September 2 and October 31, student waiting lists will be created.
 - c) By mid to end of September, the Principal of St. Nicholas Adult High School will report the status of the enrolment to the Human Resources Officer. If the enrolment is 35 students under the March 31, (previous year) enrolment number, a Teacher will be declared surplus and can be placed at another location. If the waiting lists are sufficiently high, the Principal will ask Human Resources for additional staff.
 - d) The Transfer List will be left open for St. Nicholas Adult High School Teachers until the end of January to enable experienced staff to be placed at St. Nicholas when increases to enrolment occur during the school year. If no one on the Transfer List is qualified to fill a vacancy at the school, the position will be filled by someone on the Eligibility List.
 - e) Expressions of interest will be posted in FirstClass.
 - f) Human Resources, in agreement with the Association, may add names to the Transfer List to address accommodations for permanent Teachers.
2. a) For the time period January 1 to March Break, when the October 31 enrolment has been reached, student waiting lists will be created. If the waiting lists are sufficiently high, the Principal will ask Human Resources for additional staff. Any vacancy at St. Nicholas Adult High School will be filled at the beginning of the second semester from the Transfer List or the Eligibility List.
 - b) Between March Break and June 30, staffing will be frozen until September of the following year.

Letter of Understanding 9

SUPERVISION

The Board and OECTA agree that supervision should be a shared responsibility at all grade levels. Therefore, the Joint Board Staffing Committee shall meet within 60 days of the ratification of this agreement to develop a new supervision model for the 7-12 schools which will provide for an equitable distribution of supervision duties.

Furthermore, it is recognized that the elementary aggregate will have to be adjusted accordingly, while keeping within the PDT guidelines. (JK-6 will not be adversely affected).

Schools that cannot meet the prescribed supervision mandate, will submit a request for a variance to this committee.

This will take effect no later than September 1, 2010.

Letter of Understanding 10

ATTENDANCE INCENTIVE – PILOT PROJECT

For the term of this agreement, Teachers who use five days or less of sick leave in any school year shall be paid a bonus day of pay based on the current occasional teacher rate.

The bonus will be paid on the first pay in October of the new school year following the year in which the bonus was earned.

Teachers retiring and/or leaving the Board at the end of a school year and having met the requirements outlined above, will also be eligible for the bonus.

Letter of Understanding 11

LITERACY COACH

Notwithstanding Article 33:01 of the Collective Agreement, should the Board choose to employ or assign literacy coaches to offer support or employ or assign persons to perform the functions currently performed by literacy coaches, the following conditions shall apply:

1. Literacy coaches shall be deemed to be employed as Continuing Education Teachers, pursuant to Article 33:01, 33:02 and Article 14 of the Collective Agreement.
2. The Board shall advertise vacancies for literacy coach positions in accordance with Article 33:03 of the Collective Agreement.

Letter of Understanding 12

OVERLAY

Within 60 days of ratification of this agreement, the JBESC will meet to discuss proposed changes to the use of overlay within the system and make recommendations of change.

The proposed changes are to be cost neutral to the Board and would come into effect no sooner than September 1, 2009.

Letter of Understanding # 13

KINDERGARTEN ENHANCEMENT PROGRAM (TUTORS)

Regarding the Kindergarten Enhancement Program (tutors), the parties without prejudice or precedent agree as follows:

1. The tutoring of kindergarten students shall occur during the non-kindergarten instructional time of the instructional day.
2. The Association supports this endeavour with the understanding that this assignment is based on the needs of targeted individual kindergarten students.
3. The Association understands that only qualified Teachers are to be hired to carry out the assignment and are to be compensated at the Continuing Education hourly rate.
4. This memorandum is for the duration of the current Collective Agreement ending August 31, 2012.
5. This program is subject to Ministry of Education funding.

Letter of Understanding # 14

SAFETY IN THE WORKPLACE

The Board and the Association will undertake a review of the existing policies, protocols and practices pertaining to safety in the workplace. The committee will address areas of concern within the system. Recommendations will be presented as required to address changes.

The committee shall meet within 60 days of the ratification of the contract. The committee will remain in effect for the duration of the contract. All health and safety policies are available on the Board's website.