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PREAMBLE

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

GLOSSARY

In this Agreement,

“Bargaining Unit” formerly known as the Local Teacher Bargaining Unit (LTBU) means all elementary and secondary teachers employed by the Renfrew County Catholic District School Board covered by this Agreement.

“Board” means the Renfrew County Catholic District School Board;

“experience allowance” means a salary allowance granted to a teacher in recognition of past teaching experience;

“increment” means the same as experience allowance when it refers specifically to an allowance for experience gained by a teacher while employed by the Board during the school year immediately preceding the current school year;

“leave of absence” means absence from the place of employment for a specified period under specified conditions with the approval of the Board;

“letter of permission” means a statement issued by the Ministry of Education, authorizing a board to employ as a teacher for a specified period not exceeding one school year, a person who does not hold a valid certificate of qualification as a teacher in an elementary or secondary school in Ontario.

“Minister” means the Minister of Education;

“OECTA” means the Ontario English Catholic Teachers' Association;

“part-time teacher” means a teacher employed by the Board on a regular basis for other than full-time duty unless indicated otherwise.

“predecessor boards” means the Renfrew County Roman Catholic Separate School Board and all boards that were combined to form the Renfrew County Roman Catholic Separate School Board. It is understood and agreed that the following boards and school are deemed to be included in the definition of predecessor boards: the Pembroke District Catholic High School Board, the Renfrew St. Joseph's High School Board and Rivercrest Catholic School;

“regulations” means regulations made under the Education Act.

“resource teacher (Religious and Family Life Programs)” means a teacher who is assigned Board wide responsibility for the development, implementation and review of the Religious and Family Life Programs; and/or other related duties as assigned by the appropriate Supervisory Officer.

“resource teacher (government funded initiative)” means a teacher who is temporarily assigned Board wide responsibility for the development, implementation and review of a particular curriculum or program(s) for which special government funding has been received; and/or other related duties as assigned by the appropriate Supervisory Officer.

“special project assignment teacher (SPAT)” means a teacher who is assigned to assist teachers, vice-principals and principals with curriculum development, implementation and review; programming for exceptional students and/or other related duties as assigned by the appropriate Supervisory Officer.

“teacher” means a person, who holds a certificate of qualification as a teacher in an elementary or secondary school in Ontario and is a member in good standing with the Ontario College of Teachers;

“temporary teacher” means a person employed to teach under the authority of a Letter of Permission;

“termination” means cessation of employment by the Board.

ARTICLE 1 - RECOGNITION / REPRESENTATION

1.01 - Scope of the Agreement

This Collective Agreement shall apply to all teachers, other than supervisory officers, principals, vice-principals or occasional teachers, who are members of the Renfrew OECTA Bargaining Unit (the Bargaining Unit) and who are employed by the Renfrew County Catholic District School Board (the Board) and who are assigned to one or more elementary or secondary schools or to perform duties in respect of such schools all or most of the time.

1.02 - Designated Bargaining Agent and Bargaining Unit

The Renfrew County Catholic District School Board (the Board) recognizes the Ontario English Catholic Teachers' Association (OECTA) as the designated bargaining agent for all teachers, other than supervisory officers, principals, vice-principals or occasional teachers, who are members of the Renfrew OECTA Bargaining Unit and who are assigned to one or more elementary or secondary schools or to perform duties in respect of such schools all or most of the time.

1.03 - Negotiating Committees

The Negotiating Committee for the Board and the Negotiating Committee for the Renfrew OECTA Bargaining Unit (the Bargaining Unit) shall be recognized in accordance with the provisions of the Ontario Labour Relations Act and Part X.1 of the Education Act.

1.04 - Board/Teacher Joint Committees

- a) The President of the Bargaining Unit or designate shall appoint the Teacher representative to all Board/Teacher joint committees.

- b)
 - (i) The Board and OECTA agree that any issues related to the collective agreement are the sole responsibility of the Bargaining Unit Collective Bargaining Committee.
 - (ii) The Parties agree that issues related to the collective agreement shall not be the subject for discussion or recommendation by joint committee.

1.05 - Statutory and/or Regulatory Provisions

The obligations of the Board and of the Teachers are subject to such statutory or regulatory provisions pertaining to the administration of education as is now or may from time to time be in effect.

ARTICLE 2 - DURATION AND RENEWAL

2.01 - Duration and Renewal

This Collective Agreement becomes effective on September 1, 2008 and shall remain in effect until August 31, 2012 and from year to year thereafter without change, unless written notice of a desire to bargain is given by either Party within the period of six (6) months before the Agreement ceases to operate in accordance with the Ontario Labour Relations Act and the Education Act.

2.02 - Amendments to Collective Agreement

Amendments may be negotiated and implemented by mutual agreement of the Parties.

2.03 - Distribution of Agreement

Within 60 working days of the ratification of a new Collective Agreement the Parties shall sign the new Agreement and the Board shall make and distribute to the schools a sufficient number of copies of the signed Agreement so that one will be available for each teacher.

ARTICLE 3 - TERMS OF EMPLOYMENT

3.01 – Discipline / Roman Catholic Goals

a) Discipline:

No teacher shall be disciplined, demoted or discharged except for just cause.

The Board recognizes that a teacher has a right to have an OECTA or a Bargaining Unit representative present in formal discipline meetings involving reprimands, suspensions with or without pay, and dismissal. The Principal or Vice-Principal (or where appropriate the Supervisory Officer) shall advise a teacher of his or her right to have an Association representative at a meeting

which may result in disciplinary action. Reasonable notice of such a meeting shall be given to the teacher and his or her Association representative.

b) Roman Catholic Goals:

The Parties pledge to work for the Roman Catholic goals of education and are committed to the promotion of Roman Catholic principles, philosophy and practices in the schools.

3.02A - Board Initiated Transfers

a) Teachers may be transferred by the Board to a school located in a municipality, which is within 33 km of the municipality via public road in which the teachers are presently teaching. If teachers so transferred, effective September 1, relocated their residence by December 31 of the same year to a point which is:

- i) within the same municipality as, and
- ii) closer to the school to which they have been transferred, the Board shall give them a relocation allowance of: \$773 at Sept. 1st, 2008; \$796 at Sept. 1, 2009; \$820 at Sept. 1, 2010; \$845 at Sept. 1, 2011.

b) A transfer beyond the distance defined in Clause 3.02A (a) shall be by mutual agreement between the Board and the teacher.

c) When a teacher is transferred as in Clause 3.02A (b) the Board shall bear the actual cost of moving furniture and household effects, plus a relocation allowance as set out in 3.02A (a) (ii), if the teacher moves 24 km or more closer to the school to which the teacher has agreed to transfer.

d) The Board shall not pay moving costs except for teachers to whom Clause 3.02A (b) and (c) apply.

e) Where the Board is considering moving a teacher within a municipality, the Board will endeavour to inform the teacher by May 1st or within ten (10) working days of a resignation (whichever day is later), for transfers to take effect the subsequent September, and by November 1st for transfers to take effect the subsequent January 1st for elementary teachers or the end of the first semester for secondary teachers.

3.02B - Teacher Initiated Transfer

The Board agrees to establish a registry to enable teachers to record their teaching qualifications as per the Education Act and the Ontario College of Teachers Act and their respective Regulations and their interest in a transfer to a location or locations. The procedure shall be as set out below:

- a) Application to the transfer registry is available to all teachers as of September 1st. The transfer registry is to be utilized between March 1st and May 15th for the purposes of staffing for the upcoming school year.
- b) A teacher wishing to express interest in a transfer to a specific location or locations must do so in writing to the Superintendent of Education responsible for instructional staffing as early in the school year as possible and no later than March 1st.
- c) The Registry List shall become null and void on May 15th each year. Teachers wishing to have their names appear on the list for a further one year period, must reapply.
- d) When a vacancy occurs in a location where a teacher has registered interest, the Board shall notify said teacher of said vacancy.
- e) It is agreed that this clause shall not apply to positions covered in Clause 3.03(a)(i).
- f) In consultation with the President of the Bargaining Unit, or designate, the Board shall consider transfer requests and place teachers who have requested a transfer using seniority as the first determinant, followed by required qualifications as per the Education Act and the Ontario College of Teachers Act and their respective Regulations for school instructional needs.

3.03 – Posting

- a) The Board shall advertise first, in all the schools under its jurisdiction, the following:
 - i) positions which are to be filled by promotions including new positions or new classifications; and
 - ii) vacant positions which remain after:
 - A) teachers returning from leave have been placed,

- B) applicable teachers on the transfer registry have been placed in accordance with Clause 3.02B (Teacher Initiated Transfer) and Article 24 (Staffing Process),
 - C) teachers declared surplus to school have been placed in accordance with Article 23 (Surplus to School Placement Process),
 - D) teachers declared redundant have been recalled, in accordance with Article 22 (Redundancy and Other Terminations Article),
 - E) teachers with less than a full time assignment requesting an increase in percentage of assignment have been placed.
- b) Teaching vacancies which occur during the months of July and August shall be posted at the Board Office and posted on the Board web page for a minimum of five (5) working days. At the option of the Board vacancies which occur during the months of July and August also may be advertised in the local newspaper where the position(s) is located and/or in other mediums.
- c) A copy of all advertisements will be sent to the Bargaining Unit Office at the same time that they are sent to the schools, or in the case of July and August, at the same time that they are posted in the Board Office.
- d) Teachers with less than full time assignments covered by this Agreement who have notified the Supervisory Officer for Instructional Staffing, in writing, on or before March 1st of each year of their desire to increase their percentage of assignment, up to and including full-time, shall be given preference by the Board for vacant or new teaching position(s) over any external candidates, provided the teachers with less than full time assignments hold the necessary qualifications required by the Education Act, the Ontario College of Teachers Act and their respective regulations.

3.04 - Personnel Files

- a) Upon giving reasonable notice to the Manager of Human Resources Services, a teacher shall be allowed to review his or her personnel file. The teacher may review his or her file in the presence of the Manager of Human Resources Services or designate. Such access time will be scheduled by the Manager of Human Resources Services.

- b) Documentation of a disciplinary nature regarding the teacher will not be placed on file without the teacher's previous knowledge. A teacher may provide written responses to such documentation and such responses will be included in the file.
- c) The signed original performance appraisal documents for teachers which are required by the Education Act and its Regulations shall be kept in the file.
- d) Where a teacher gives written authorization to the Board for the President/Vice-President of the Bargaining Unit or for an OECTA Provincial representative to access the teacher's personnel file, the School Board shall provide such access on the same terms and conditions as set out in subsection (a) of this Clause and furnish copies of the said file, if requested, and so authorized.

3.05 - Part-time Teachers

Teachers in a part time assignment are expected to attend Professional Activity Days, equivalent to the percentage of their teaching assignment.

3.06 - Board Policy Manual and Staff Listing

- a) The Board shall provide updated changes to the Board's Policy Manual to the President of the Bargaining Unit no later than October 15th of each school year.
- b) The Board shall provide a draft copy of "School Administrative, Academic and Support Staff" to the President of the Bargaining Unit no later than October 15th of each school year and the final updated version after it has been compiled and is ready for distribution.

3.07 - Teacher Lunch

- a) Unless alternate arrangements are mutually agreed to between a Principal and the teaching staff, each teacher shall have at least a 40 minute duty free uninterrupted lunch period during the scheduled interval between classes for the purpose of the lunch break for pupils and teachers. Each school year the Principal shall prepare a lunch supervision schedule and/or a teacher lunch on-call supervision schedule that ensures that each teacher has at least a 40 minute duty free uninterrupted lunch period.

b) The Board will provide the monies to hire paid lunch supervisors in accordance with Board Policy Guidelines to reduce the lunch supervision of teachers in the Board's elementary schools, in the three Valleycrest (section 23) classes, in Grade 8 at Bishop Smith Catholic High School and in Grade 8 at St. Joseph's Catholic High School.

3.08 - Class Size

a) Elementary Class Size:

The Board shall:

- i) comply with the class size provisions in section 170.1 of the Education Act and its Regulations;
- ii) ensure that the average class size for junior kindergarten to grade 3 shall be as directed by the Ministry of Education's Primary Class Size Initiative; and
- iii) ensure that the elementary class size provisions as set out in the Provincial Discussion Table Agreement of May 1st 2008 shall be implemented according to the timeframe as set out therein.

b) Secondary Class Size:

The Board shall:

- i) comply with the class size provisions in section 170.1 of the Education Act and its Regulations;
- ii) ensure that the secondary programming provisions as set out in the Provincial Discussion Table Agreement of May 1st 2008 shall be implemented according to the timeframe as set out therein.

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 regulations.

3.09 – Appointments

- a) Appointments of Co-ordinators and Organizational Unit Heads are to be on an annual basis. It is understood and agreed that these appointments will be restricted to teachers who are members of the Bargaining Unit or teachers who can become members of the Bargaining Unit.

- b) Appointments of Consultants will be restricted to teachers who are members of the Bargaining Unit or teachers who can become members of the Bargaining Unit.

3.10 - Teacher Qualifications

- a) Any teacher holding a position on the authority of a Temporary Letter of Approval is expected to take steps towards obtaining the required qualifications.

- b) Any teacher who has an Interim Certificate of Qualification or a Certificate of Qualification (Limited) is expected to take steps toward converting the Certificate to a Certificate of Qualification.

3.11 - Organizational Unit Head

- a) The number of Organizational Unit Heads in the Board shall be based on the ratio of a minimum of 9.0 Organizational Unit Heads per 1,000 full time equivalent secondary school students.

- b) The organization of subjects under an Organizational Unit Head within a department or program area shall be as recommended by the Principal and approved by the Superintendent by May 15th with respect to the following September 1st.

- c) In situations where there has been a major change in the duties of an Organizational Unit Head as a result of a reorganization as set out in subclause (b) above, the Organizational Unit Head position shall be posted as a new position.

3.12 - Probationary Period

A teacher who has less than three years teaching experience as a teacher in an elementary or secondary school in Ontario and who has been newly hired by the Board shall be on probation until he or she has actively taught for the Board for one school year. At its discretion the Board may extend the above probationary period for one additional school year.

A teacher who has more than three years teaching experience as a teacher in an elementary or secondary school in Ontario and who has been newly hired by the Board shall be on probation until he or she has actively taught for the Board for one school year.

It is understood and agreed that the above teaching experience does not include teaching experience as an occasional teacher.

3.13A - Elementary Teacher Preparation/Planning Time September 1st 2008

a) Elementary teachers with a full time assignment shall receive a minimum of 200 minutes per five (5) day instructional cycle, to be scheduled in blocks of a minimum of forty (40) consecutive uninterrupted minutes, for the purpose of preparation/planning. The Parties agree that the above preparation/planning time shall not be scheduled during the two 15 minute pupil recesses nor during the scheduled interval between classes for the purpose of the lunch break for pupils and teachers.

b) Notwithstanding Clause 3.13A (a) above, the Parties agree that by mutual consent among the teaching staff and the school administration, preparation/planning blocks for teachers with full time assignments may be altered as set out below:

- i) Blocks of preparation/planning time shall not be less than twenty (20) consecutive minutes.
- ii) Blocks of preparation/planning time that are split in not less than twenty (20) minutes, shall be consecutive.
- iii) Such blocks of preparation/planning time can occur on both sides, before or after a recess or break.

iv) An elementary teacher who has preparation/planning time on both sides, before or after a recess or break shall not be assigned supervision duties during such recess or break.

c) Elementary teachers with less than full time assignments shall receive preparation/planning time as defined in Clause 3.13A (a) pro-rated to their teaching assignment in comparison to a full time assignment (i.e., a teacher with a 50% teaching assignment shall receive 100 minutes of preparation/planning time per five (5) day instructional cycle).

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

3.13B - Elementary Teacher Preparation/Planning Time 2009 – 2012

a) The Parties agree that preparation/planning time for a full time teacher shall be increased as follows:

- i) Effective September 1st 2009: 210 minutes per five day instructional cycle;
- ii) Effective September 1st 2010: 220 minutes per five day instructional cycle;
- iii) Effective September 1st 2011: 230 minutes per five day instructional cycle;
- iv) Effective August 31st 2012: 240 minutes per five day instructional cycle.

b) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Joint Staffing Committee.

c) 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.

3.13C – Elementary Release Time for Assessment, Evaluation and Report Cards

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

3.13D – Elementary Supervision

All school-based staff have a role to play in Elementary school supervision which is essential in maintaining a safe school environment.

- a) Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision / 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 shall constitute supervision.
- b) The maxima of supervision minutes for elementary teachers will be as follows :
 - i) 100 minutes in 2008-09;
 - ii) 90 minutes in 2009-10;
 - iii) 80 minutes in 2010-11;
 - iv) 80 minutes in 2011-12.

The intent of the maxima described above shall not increase Collective Agreement provisions or current practice during the 2007-08 school year where such provisions may be more favourable.

3.14 - Secondary Teacher Workload

- a) 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. 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.
- b) Each full-time secondary school classroom teacher shall have an assignment of 6 credit courses/credit equivalent courses out of 8.
- c) Part-time secondary teachers shall be assigned an eligible course load on a prorated basis in the same ratio that the part time classroom assignment bears to a full time classroom assignment.
- d) On calls shall be defined as coverage for the purposes of emergency teacher absences, extra-curricular activities and field trips.
- e) On calls shall be divided among the secondary classroom teachers in each of the Board's secondary schools, on a rotational basis, in a fair and equitable manner using an open tracking system.
- f) All secondary classroom teachers may be assigned a maximum number of on calls and/or eligible supervision that shall not exceed:
 - i) 44 half (1/2) periods in the school year;
 - ii) effective September 1st 2010, 42 half (1/2) periods in the school year;
 - iii) effective September 1st 2011, 40 half (1/2) periods in the school year;
 - iv) effective August 31st 2012, 38 half (1/2) periods in the school year.Noon hour supervision is considered eligible supervision within the school day.
- g) All supervision duties shall be assigned on an equitable basis among the secondary teachers in each secondary school.
- h) The Parties agree that extra curricular activities enhance the student's education experience and support the principle that extra curricular activities are voluntarily delivered.

3.15 – E-Learning Credit Courses

- a) An e-learning credit course is a secondary day school credit course that is delivered electronically during the instructional day and during the school year.
- b) An e-learning credit course is one designed by the Ministry of Education or is one that is locally developed and has a Ministry of Education e-course code.
- c) Each e-learning credit course shall have the same workload value for teachers as other credit courses as set out in Clause 3.14.
- d) The vehicle for the delivery of e-learning credit courses shall be the Renfrew County Catholic District School Board computer hardware system or a Ministry of Education approved Learning Management System.
- e) A teacher delivering an e-learning credit course shall do so at an assigned work location at the school to which the teacher is assigned.
- f) E-learning credit courses shall be subject to the class size provisions contained herein.
- g) Electronic communication with students taking an e-learning credit course shall only be through the Renfrew County Catholic District School Board server or a Ministry of Education approved Learning Management System.
- h) By the end of September and February of each school year, the board shall provide to the Bargaining Unit information on e-learning credit courses: enrolment, staffing of e-learning credit courses, funding of e-learning credit courses, a listing of e-learning credit courses that are being delivered, the number of students of the board taking e-learning credit courses through other school boards, and other such information as deemed appropriate by the Parties.
- i) The board shall provide to each teacher delivering an e-learning credit course, training as required. Such training shall be embedded in the instructional day.

- j) OECTA and the Board agree that the School Board's delivery of e-learning credit courses shall comply with the requirements of the Ministry of Education for the delivery of e-learning credit courses. OECTA and the Board agree to meet following any changes in the Ministry of Education requirements to discuss and implement any required changes in the Collective Agreement.
- k) The Board acknowledges that the intent in offering e-learning credits is to serve the needs of day-school registered pupils. The Board shall consult with the Bargaining Unit if its intent were to change.

3.16 - Early Commencement of School Year and Salary

Where a school board has been authorized to commence the school year prior to September 1, teachers shall be paid according to the collective agreement which will come into effect that September.

3.17 - Appointments of Special Project Assignment Teachers (SPATs)

a) Appointments of Special Project Assignment Teachers (SPATs) are to be made as term appointments for a one to three year term. It is understood and agreed that these assignments will be restricted to teachers who are members of the Bargaining Unit or who can become members of the Bargaining Unit. At the completion of the term assignment the Board will endeavour to reassign the Special Project Assignment Teacher (SPAT) to the former teaching position held within the same school or within his/her own family of schools.

It is understood and agreed that Special Project Assignment Teachers (SPATs) will not be included in the calculation of elementary or secondary class size as defined in section 170.1 of the Education Act and any applicable Regulations made under that Act.

b) On the expiry of the term of a Special Project Assignment Teacher (SPAT) position or when a vacancy occurs in a Special Project Assignment Teacher (SPAT) position, the Board, in its discretion, may decide not to fill the vacant position. Otherwise, on the expiry of the term of a Special Project Assignment Teacher (SPAT) position or when a vacancy occurs in a Special Project Assignment Teacher (SPAT) position, the Special Project Assignment Teacher (SPAT) position shall be posted. In the event the Board decides not to fill a

Special Project Assignment Teacher (SPAT) position or positions during a school year, the Board shall inform the Bargaining Unit of Special Project Assignment Teacher (SPAT) positions it decides not to fill. In the event the Board decides not to fill a Special Project Assignment Teacher (SPAT) position or positions for the following school year, the Board shall inform the Bargaining Unit of Special Project Assignment Teacher (SPAT) positions it decides not to fill on or before April 15th.

c) The Parties agree that Special Project Assignment Teacher (SPAT) positions are leadership opportunities which should be made available to a broad range of teachers on a rotational basis. However, in the event that the Board receives no applications for an advertised Special Project Assignment Teacher (SPAT) position, the teacher who previously held such a position or another Special Project Assignment Teacher (SPAT) may apply.

ARTICLE 4 - QECO PLACEMENT

4.01 - QECO Categories

- a) All teachers shall be placed on the Teacher Salary Grid on the basis of a Statement of Evaluation in accordance with the Qualifications Evaluation Council of Ontario (QECO), Program 5.
- b) Teachers who have met the requirements for the placement in a particular QECO Category on the Teacher Salary Grid are eligible to be paid the salary for that QECO Category.
- c) Teachers shall be required to provide their Statement of Evaluation from QECO and verification of date of course completion.
- d) Until teachers provide the above documents they shall be placed in the Category to which their academic qualifications equate, in the opinion of the Director.

4.02 - Retroactive Salary Adjustment for Teachers Newly Hired by the Board

- a) If the Statement of Evaluation from QECO and verification of date of course completion is received within 120 days of the start of employment, the salary of the teacher hired by the Board shall be adjusted retroactive to the start date of employment.

b) If the Statement of Evaluation from QECO and verification of date of course completion is not received within the 120 day time limit, the salary adjustment shall be retroactive to the start date of employment, provided written notification and supporting evidence of a written attempt to obtain the Statement of Evaluation from QECO and verification of date of course completion is received within the 120 day time limit.

c) If the Statement of Evaluation from QECO and verification of date of course completion is not received within the 120 day time limit, and written notification and supporting evidence of a written attempt to obtain the documents is not received within the 120 day time limit; any pay adjustments shall be effective for the January 1st or September 1st following receipt of the relevant documents.

4.03 - QECO Upgrading and Retroactive Salary Adjustment

a) Teachers who have met the requirements for placement at a higher qualification category on the salary schedule prior to September 1st shall be entitled to a salary adjustment effective from September 1st provided that the teacher supplies to the Director the Statement of Evaluation from QECO and verification of date of course completion within 120 days of September 1st.

b) Teachers who have met the requirements for placement at a higher qualification category on the salary schedule prior to January 1st shall be entitled to a salary adjustment effective from January 1st provided that the teacher supplies to the Director the Statement of Evaluation from QECO and verification of date of course completion within 120 days of January 1st.

c) If the Statement of Evaluation from QECO and verification of date of course completion is not received within the 120 day time limit; the salary adjustment shall be retroactive to the applicable date (September 1st or January 1st), provided written notification and supporting evidence of a written attempt to obtain the Statement of Evaluation from QECO and verification of date of course completion is received within the 120 day time limit of the applicable date (September 1st or January 1st).

d) If the Statement of Evaluation from QECO and verification of date of course completion is not received within the 120 day time limit, and written notification and supporting evidence of a written attempt to obtain the documents is not received within the 120 day time limit; any pay adjustments shall be effective for the January 1st or September 1st following receipt of the relevant documents.

4.04 - QECO Program 4

The Board will continue to honour the category placement of any teacher in the employ of the Board as of September 1st 2003 who has obtained a QECO Statement of Evaluation under Program 4.

ARTICLE 5 - EXPERIENCE

5.01A - Teaching Experience prior to August 31st 2008

a) Given that X% represents the percentage of full-time during which a teacher is employed by the Board in a position that is part of the regular teaching staff in the regular day school program, a teacher who is absent during this school year for fewer than X% of 50 school days shall be credited August 31 with X% of one year of experience. It is understood and agreed that temporary teachers are not eligible for experience allowance and increment increases.

b) Unused accumulated sick leave days may be transferred to achieve the number of days required in 5.01A (a), subject to the following conditions:

- i) Teachers by August 31 immediately preceding the school year in which they desire the transfer of days to apply, shall have accumulated during their period of employment with the Board and/or a predecessor board a total of seventy-five or more days of sick leave credits.
- ii) Teachers may transfer the lesser of 9 accumulated sick leave days or 5% of accumulated sick leave days.
- iii) Teachers shall notify the Director of Education in writing by September 15 of the applicable school year of their decision to exercise this option.

c) The sum of:

- i) the number of days of teaching experience during this school year that cannot be credited under Article 5.01A (a), and
- ii) the number of days of teaching experience heretofore uncredited but carried forward from one or more previous school years since September 1, 1969, as a balance for possible credit in a subsequent year,

shall be divided by 20 and the quotient shall be credited August 31 as tenths of a year of experience.

d) A number of days less than 20 remaining after the calculation in 5.01A (c) shall be carried forward for possible credit in a subsequent school year.

e) Only teaching experience after certification shall be credited. An Interim Certificate of Qualification is certification for purposes of experience and salary.

5.01B - Teaching Experience commencing on September 1st 2008

a) Application:

Effective September 1st 2008 Clause 5.01B applies to the calculation of teaching experience in the Board commencing on September 1st 2008.

The Board will continue to recognize the teaching experience which was credited for each teacher as of August 31st 2008.

b) Definition of Teaching Experience:

Teaching experience recognized for placement on the salary grid means teaching experience gained in an elementary or secondary regular day school program (September 1st to June 30th), while a member of the Ontario College of Teachers.

c) Teaching Experience Recognized:

The following previous teaching experience shall be recognized for placement on the salary grid up to the maximum:

- i) teaching experience with a school board, operated under the authority of the Acts and Regulations of a Ministry of Education in a Canadian province or territory;
- ii) teaching experience with a school board operated under the authority of the Department of Indian and Northern Affairs Canada; and/or
- iii) teaching experience with a school board operated under the authority of the Department of National Defence in an overseas exchange plan.
- iv) teaching experience in jurisdictions other than Canada, while holding teacher qualifications recognized as equivalent by the Ontario College of Teachers, may be recognized for placement on the salary grid at the discretion of the Director of Education.

- d) Full and Partial Years of Teaching Experience:
- i) Ten (10) months of full time teaching experience shall be equivalent to one (1) full year of teaching experience.
 - ii) Nineteen and four tenths (19.4) days of full time equivalent teaching experience shall be equivalent to one tenth (0.1) year of teaching experience rounded to the nearest one tenth (0.1). As a result there shall be no carry forward of any unused days of teaching experience.
 - iii) No teacher shall be credited with more than one year's teaching experience in any school year (September 1st to August 31st).
 - iv) Previous teaching experience shall be calculated as of August 31st and shall be credited on September 1st provided that the required documentation has been filed with the Board.
- e) Teaching experience shall not accrue during a period of time a teacher is on long term disability, during unpaid leaves of absence in excess of 20 continuous instructional days and during a deferred salary leave plan leave of absence. Notwithstanding the above teaching experience shall accrue during the September 1st to June 30th period of time for Employment Standard Act Part XIV leaves of absence and for Bargaining Unit Leave (Article 17).
- f) A teacher who is on a Board approved secondment shall have his or her experience recognized for placement on the salary grid. A teacher on Board approved secondment shall be credited with no more than one year's teaching experience in any school year (September 1st to August 31st).

5.02 - Related Work Experience

Teachers whose teaching assignments include four (4) or more credits per school year teaching subjects in Schedule B of Regulation 184/97 made under the Ontario College of Teachers Act may be eligible for credit for related work experience for the sole purpose of salary grid placement on the following basis:

- a) Related work experience, including experience in a trade or other experience, must be directly related to the teaching position and be approved by the appropriate Supervisory Officer.
- b) Only experience equivalent to and above the requirements for a technological studies teacher's basic teaching qualifications may count as related work experience.

- c) Recognized related work experience shall be credited for placement on the salary grid up to a maximum of ten years.
- d) The Board will recognize twelve (12) months of full time equivalent related work experience to be equal to one year (10 months) teaching experience on the salary grid provided that no teacher shall be credited with more than one year of related work experience in any twelve month period commencing with the first of September or with the first official school day of the school year.

5.03 - Teachers Newly Hired by the Board

- a) Teachers hired by the Board shall request, in writing, that their previous school boards submit to the Director and to the teacher official statements of their teaching experience within 120 days of the start of employment with the Board.
- b) Until the Board receives official statements of their teaching experience, teachers shall be placed in the experience Category to which their experience equates, based on the official documents on file with Human Resources Services.
- c) If the official statements of the teaching experience from previous school boards are received within the 120 day time limit, the salary of the teacher hired by the Board shall be adjusted retroactive to start date of employment.
- d) If the official statements of the teaching experience from previous school boards are not received within the 120 day time limit, the salary adjustment shall be retroactive to the start date of employment, provided written notification and supporting evidence of a written attempt to obtain the official statements of the teaching experience from previous school boards is received within the 120 day time limit.
- e) If the official statements of the teaching experience from previous school boards are not received within the 120 day time limit, and written notification and supporting evidence of a written attempt to obtain the documents is not received within the 120 day time limit; any pay adjustments shall be effective for the January 1st or September 1st following receipt of the relevant documents.

ARTICLE 6 - SALARY AND ALLOWANCE PAYMENTS AND DEDUCTIONS

6.01 - Determination of Annual Salary

Except as otherwise specifically provided for in this Agreement, the annual salary of each teacher shall be determined in accordance with Article 7.

6.02 - Salary Adjustments

- a) The salary of a teacher shall not be reduced except as required by Clause 4.01 or as required by a change in duties or responsibilities.
- b) Notwithstanding the above subsection 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 entitlement by the Board will be entitled to recover such salary.

6.03 - Schedule of Salary and Allowance Payments

- a) The method of payment shall consist of 12 monthly payments. Each monthly payment shall consist of 1/12 of a teacher's annual salary and allowance. Each monthly payment shall be scheduled for the first business day of each month.
- b) Salary and allowance payments are to be made by means of "direct deposit". Each teacher shall make the necessary arrangements with the Board and his or her financial institution to facilitate the above deposit. In the event that satisfactory arrangements cannot be made with the teacher's financial institution the Board reserves the right to pay the above salary and allowance payments by way of cheque. The teacher shall be provided with an itemized statement of his or her wages and deductions for each pay.

6.04 - New Position

When a position is created by the Board, which is a Bargaining Unit position and which is not covered by this Collective Agreement, the salary and any applicable allowances for the said position shall be determined by written agreement between the President of the Bargaining Unit or his or her designate and the Board before the new position is posted.

6.05 - OECTA Dues

- a) Each teacher of the Board who is covered by this agreement shall pay to OECTA an amount equal to the current monthly OECTA dues in accordance with the constitution and by-laws of OECTA.
- b) The Board shall deduct from the wages of each teacher who is covered by this agreement, a sum equal to the current monthly OECTA dues, and remit monies so deducted to OECTA not later than the 15th day of the month following the month in which the deductions were made, together with a list of the teachers for whom the deductions were made, and the amounts of each deduction.
- c) The Board shall notify OECTA of the names and addresses of new dues paying teachers. The Board agrees to list the annual amount of OECTA dues paid on all T-4 slips when issued.
- d) OECTA shall notify the Board, in writing, of the amount of its regular OECTA dues and where the remittance is to be sent. OECTA further agrees to give the Board 30 days written notice of any change in the amount of dues to be deducted.
- e) The Board shall deduct and remit union dues in accordance with section 47 (2) (b) of the Ontario Labour Relations Act from each temporary teacher in its employ in the same manner as it deducts and remits union dues from teachers in its employ.
- f) OECTA agrees to save the Board harmless and to indemnify the Board with respect to any claim made against the Board by any teacher or temporary teacher or any group of teachers or group of temporary teachers arising out of the deduction of OECTA dues as herein provided.

6.06 – Bargaining Unit Local Levy

- a) The Bargaining Unit shall inform the Board of the amount of the local levy, if any, on or before August 15th of the school year in which the payroll deduction is to be made. The amount to be deducted shall not be altered during the school year in which the deduction is made.

- b) The Bargaining Unit local levy, if any, shall be forwarded to the Bargaining Unit.
- c) The Bargaining Unit agrees to indemnify and save harmless the Board from any and all consequences of deducting and remitting the said levy.

6.07 - College of Teachers Dues

Unless directed otherwise by the College of Teachers the Board shall deduct from the wages of each teacher who is covered by this Agreement the College of Teachers' fees in one installment during the month of January and forward the said fees to the College.

6.08 - Canada Savings Bonds Payroll Deduction Plan

The Board shall administer a Canada Savings Bond Payroll Deduction Plan.

6.09 - Calculation of Salaries, Allowances and Deductions for Absences

Salaries, allowances and deductions for absences are to be calculated on the basis of the number of school days in the current school year.

6.10 - Ontario Teachers' Group Investment Fund

The Board agrees to make payroll deductions for teacher contributions to the Ontario Teachers' Group Investment Fund under the following conditions:

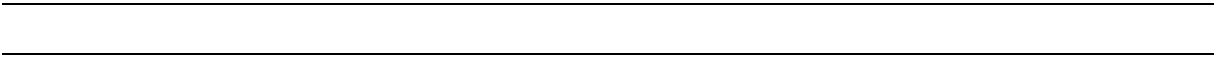
- a) The Board will have no responsibility for the solicitation or processing of applications.
- b) Tax receipts will be the responsibility of the carrier.
- c) The deductions will be a fixed dollar amount for each teacher (not a percentage of salary).
- d) The carrier will supply a deduction list to the Board containing the following information for each teacher:
 - full name
 - address
 - school
 - social insurance number
 - amount of deduction per pay
 - signed authorization of the teacher for the deduction

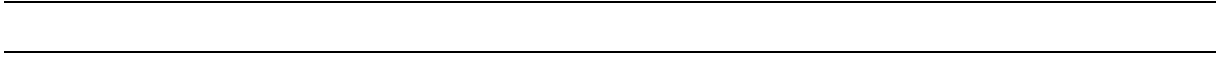
- e) Enrolment in the plan shall be in September of each school year with the first deduction from salary to take place the first ten days after the Board receives a complete list of deductions from the carrier.
- f) A new complete list must be supplied each school year (i.e. no carry forward).
- g) The deduction for a teacher shall not change during the year.
- h) Notwithstanding (g) a teacher may withdraw from the plan but may not re-enroll during that school year. All refunds will be the responsibility of the carrier and will be made directly to the teacher.

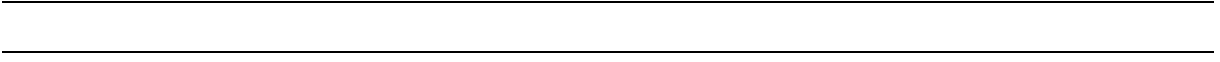
ARTICLE 7 - TABLE OF SALARIES AND ALLOWANCES

7.01 - Salary Grid

Please see OECTA collective agreements that are available in all schools and/or Board office for this information







7.02 - Principal Designate's Allowance

a) The Board shall pay an allowance as set out below for each day of Principal absence to the teacher(s) designated to exercise the responsibility of the Principal in the absence of the Principal.

For each full day of the Principal's absence the allowance shall be calculated in accordance with the following.

For September 1st 2008

- i) Elementary "A" School (250 or more pupils): \$77
- ii) Elementary "B" School (1-249 pupils): \$52
- iii) Secondary "A" School (500 or more pupils): \$129
- iv) Secondary "B" School (1-499 pupils): \$103

For September 1st 2009

- i) Elementary "A" School (250 or more pupils): \$80
- ii) Elementary "B" School (1-249 pupils): \$53
- iii) Secondary "A" School (500 or more pupils): \$133
- iv) Secondary "B" School (1-499 pupils): \$106

For September 1st 2010

- i) Elementary "A" School (250 or more pupils): \$82
- ii) Elementary "B" School (1-249 pupils): \$55
- iii) Secondary "A" School (500 or more pupils): \$137
- iv) Secondary "B" School (1-499 pupils): \$109

For September 1st 2011

- i) Elementary "A" School (250 or more pupils): \$84
- ii) Elementary "B" School (1-249 pupils): \$56
- iii) Secondary "A" School (500 or more pupils): \$141
- iv) Secondary "B" School (1-499 pupils): \$113

b) The teacher(s) so designated shall be appointed by the Principal not later than the first Friday following Labour Day, and the appointment shall be effective for the current school year. Before making the appointment, the Principal shall have received the approval of the Director of Education for the teacher(s) to be designated, and the Principal shall have subsequently received the written confidential consent of the teacher(s) to be designated. No teacher shall be appointed without his or her consent.

- c) The Principal Designate will remain a member of the bargaining unit for the period he or she is a Principal Designate and will retain all rights and privileges accorded under the terms of the collective agreement.
- d) The Principal Designate shall not participate in the performance appraisal or disciplining of teachers, including occasional teachers, in the school.
- e) Where the Principal is absent due to illness or Board authorized leave, an occasional teacher for the Principal designate shall be called in commencing the first day of the Principal's absence.

7.03 - Acting Principal or Vice-Principal

- a) The Board may assign to a teacher the duties of an Acting Principal or Vice-Principal for a temporary period not to exceed the duration of the current school year.
- b) Any extension of this period shall only be with the approval of the Bargaining Unit. The Bargaining Unit agrees that approval will not be unreasonably withheld.
- c) No teacher shall be assigned the duties of an Acting Principal or Vice-Principal without his or her consent.
- d) Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of the collective agreement.
- e) Any teacher assigned such duties shall not participate in the performance appraisal or discipline of another member of the bargaining unit.
- f) The Board agrees to replace any teacher who accepts an Acting Principal or Vice-Principal position for a temporary period as described in (a) and (b) above with an occasional teacher.
- g) The Acting Principal or Acting Vice-Principal shall be paid the appropriate daily rate on the Principal or Vice-Principal scale at zero years of experience.

7.04 - Co-ordinators' and Consultants' Allowance

a) In addition to the salary according to Clause 7.01, each Co-ordinator or Consultant shall be paid, subject to Clause 7.04 (b), an allowance as set out below:

- i) for September 1st 2008: \$6,180;
- ii) for September 1st 2009: \$6,365;
- iii) for September 1st 2010: \$6,556;
- iv) for September 1st 2011: \$6,753.

b) Of the allowance defined in Clause 7.04 (a), the eligible recipient shall be paid the ratio which corresponds to the ratio of the time contracted for duties as a Co-ordinator or as a Consultant.

7.05 - Home or Hospital Instruction

A teacher who agrees to teach in a home or hospital instruction setting shall be paid for each hour of actual instruction 1/1000 of the minimum salary in the category for which the teacher qualifies. The Parties acknowledge that the Board may hire teachers who are not members of the Bargaining Unit and who do not become members of the Bargaining Unit for these positions. Teachers who teach in a home or hospital setting shall be reimbursed for travel expenses in accordance with Board Policy.

7.06 - Part Time Teacher

The salary of a teacher with less than a full time teaching assignment shall be calculated so as to reflect the percentage that the less than full time teaching assignment has to a full time teaching assignment.

7.07 - Organizational Unit Head Allowance

In addition to the salary according to Clause 7.01, each Organizational Unit Head shall be paid an allowance as set out below:

- a) for September 1st 2008: \$5,768
- b) for September 1st 2009: \$5,941;
- c) for September 1st 2010: \$6,119;
- d) for September 1st 2011: \$6,303.

7.08 - Continuing Education

- a) 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 Qualification and Registration as a teacher is required.
- b) Continuing Education Teachers shall be paid the hourly rate set out below for each hour of actual instruction to teach a continuing education course or class established in accordance with the regulations for which a valid Ontario Certificate of Qualification and Registration as a teacher is required. The Parties acknowledge that the Board may hire teachers who are not members of the Bargaining Unit and who do not become members of the Bargaining Unit for these positions.
- c) A teacher who agrees to teach a course or class in literacy or numeracy shall be paid the hourly rate set out below for each hour of actual instruction. The Parties acknowledge that the Board may hire teachers who are not members of the Bargaining Unit and who do not become members of the Bargaining Unit for these positions.
- d) It is understood and agreed that the only provisions of this Collective Agreement which apply to continuing education teachers are this Clause (Clause 7.08), the Scope Clause (Clause 1.01), the Bargaining Agent and Bargaining Unit Clause (Clause 1.02), the OECTA Dues Clause (Clause 6.05) and the Grievance Procedure (Article 16).
- e) The hourly rate for continuing education teachers and for teachers who agree to teach a course or class in literacy or numeracy shall be as set out below. The said hourly rate shall be deemed to include 4% vacation pay and 3% statutory holiday pay.
 - i) For September 1st 2008: \$30.39
 - ii) For September 1st 2009: \$31.30
 - iii) For September 1st 2010: \$32.24
 - iv) For September 1st 2011: \$33.20
- f) A continuing education course or class may be delivered as an e-learning credit course to:
 - i) secondary school students outside of the instructional day or outside of the school year and
 - ii) adult school pupils aged 21 years and over.

- g) The pay rate for tutoring in the Ontario Focused Intervention Partnership (OFIP) shall be the continuing education teacher pay rate set out in Clause 7.08 (e).

7.09 - SPAT Allowance

- a) In addition to the salary according to Clause 7.01, each full time Special Project Assignment Teacher (SPAT) shall be paid an annual allowance as set out below:

- i) for September 1st 2008: \$1,030
- ii) for September 1st 2009: \$1,061;
- iii) for September 1st 2010: \$1,093;
- iv) for September 1st 2011: \$1,126.

- b) Of the allowance defined in Clause 7.09 (a), the eligible recipient shall be paid the ratio which corresponds to the ratio of the time contracted for duties as a Special Project Assignment Teacher (SPAT).

ARTICLE 8 – TRAVEL REIMBURSEMENT

8.01

A teacher shall be reimbursed as follows for the expenses incurred in board-authorized travel:

- a) Reimbursement shall be made for authorized travel from the designated school to and from any other school or authorized location.
- b) The designated school is the one in which the teacher teaches or has an office; the Board shall name the designated school with respect to an itinerant teacher.
- c) No reimbursement shall be paid for travel between the teacher's residence and the designated school.
- d) If the distance between the designated school and any other school or location to which travel is authorized, is greater than the distance from the teacher's residence to such other school or location to which travel is authorized, then the teacher may choose the shorter route.
- e) When at the Board's discretion it is feasible for several teachers to travel together, the Board may designate the number of vehicles with respect to which travel shall be reimbursed.
- f) The travel reimbursement shall be as per Board Policy.

- g) Teachers shall not be reimbursed for travel within Renfrew County on Professional Activity Days except as outlined in (h).
- h) Any teacher who is responsible for the preparation and presentation of a Professional Development Program for other instructional personnel in Renfrew County Catholic District School Board schools on a Professional Activity Day shall be reimbursed for the travel which must be undertaken to present such a program on a Professional Activity Day.

ARTICLE 9 - PREGNANCY AND/OR PARENTAL LEAVE

9.01 - Pregnancy / Parental Leave

Leave of absence for pregnancy and/or parental leave shall be granted as per the Employment Standards Act of Ontario. The following is an informational summary of the relevant provisions of the Employment Standards Act. In the event of a conflict between Clause 9.01 and the Pregnancy and Parental Leave provisions in the Employment Standards Act, the provisions in the Act shall govern.

a) Pregnancy Leave

- i) Teachers who are pregnant and who have been employed with the Board for at least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for at least seventeen (17) consecutive weeks commencing no earlier than the earlier of the day that is 17 weeks prior to her due date or the day on which she gives birth; and no later than the earlier of her due date or the day on which she gives birth.
- ii) Teachers taking pregnancy leave must provide at least eight (8) weeks verbal notice and two (2) weeks written notice to the Director of Education advising of the date that the pregnancy leave is to begin and to terminate together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no earlier than seventeen (17) weeks prior to the expected date of birth as confirmed by the woman's physician.
- iii) In the event of complications with the pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the expected date of delivery of the child, the teacher must within two (2) weeks of stopping

work, provide written notice to the Board of the date the pregnancy leave began or is to begin. The teacher shall provide the Board with a certificate from her physician stating both the originally anticipated birth date plus the actual date of the birth, still-birth, or miscarriage. In the case of teachers who stop working because of a complication caused by pregnancy the medical certificate shall state the teacher is unable to perform her job duties because of the complications and shall state the due date.

- iv) The pregnancy leave of a teacher ends seventeen (17) weeks after the pregnancy leave began, if the teacher is entitled to take parental leave. Otherwise the pregnancy leave ends on the later of seventeen (17) weeks after the leave began or six (6) weeks after the birth, still-birth or miscarriage. If the teacher wishes to return to work earlier, the teacher shall provide the Board with at least four (4) weeks written notice of the date of return. Teachers may not return to work earlier than six (6) weeks from the date of delivery, still-birth, or miscarriage without the written consent of their physician.

b) Parental Leave

- i) If a teacher has been in the employ of the Board for at least thirteen (13) weeks, he/she is entitled to take an unpaid parental leave for up to either thirty five (35) consecutive weeks (if the teacher has taken pregnancy leave) or thirty seven (37) consecutive weeks (otherwise) after the birth of the teacher's child or the coming of the child into the teacher's custody, care and control for the first time. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- ii) Teachers taking parental leave must provide at least eight (8) weeks verbal notice and two (2) weeks written notice to the Director of Education advising of the date that the leave is to begin and end. In the event that a teacher who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the teacher must, within two (2) weeks of stopping work, provide the Board with written notice of the date the parental

leave began and will end. The parental leave begins on the date that the teacher stopped working.

- iii) Teachers who have taken a pregnancy leave and who also wish to take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time. The parental leave of teachers who have taken pregnancy leave shall be a maximum of thirty five (35) weeks.
- iv) Teachers who have not taken pregnancy leave are entitled to parental leave of thirty seven (37) weeks which must commence within fifty two (52) weeks of the birth of the child or of the coming of the child into the custody, care and control of a parent for the first time.
- v) Parental leave for teachers who have taken pregnancy leave ends thirty five (35) weeks after it began or on an earlier day if the teacher gives the Board at least four (4) weeks written notice of that day. Parental leave for teachers who have not taken pregnancy leave ends thirty seven (37) weeks after it began or on an earlier day if the teacher gives the Board at least four (4) weeks written notice of that day.

c) General Provisions Applicable to Pregnancy and Parental Leave

- i) A teacher who has given notice to begin pregnancy and/or parental leave may change the notice to begin leave upon giving the Board at least two (2) weeks written notice.
- ii) A teacher who has given notice to end pregnancy and/or parental leave may change the notice to an earlier date upon giving the Board at least four (4) weeks written notice before the earlier date.
- iii) Teachers are entitled during pregnancy and/or parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and long-term disability plans in which the teacher participated prior to taking the leave. The Board shall continue to make its contributions for the prescribed benefit plans unless the teacher, prior to the commencement of the leave, gives the Board written notice that the teacher does not intend to pay the teacher's contributions during the leave period. At the option of the teacher prepayment may be made by means of monthly post-dated cheques.

- iv) Teachers shall be reinstated following return from pregnancy and/or parental leave to the position that the teacher most recently held prior to commencing leave, if it still exists, or to a teaching position in a location as near as practical to the location of the position formerly held, if it does not, at the rate equal to the greater of the wages most recently paid by the Board or the rate that the teacher would be earning if he or she had worked throughout the leave.
- v) During the period of pregnancy and/or parental leave, teachers shall accumulate seniority and teaching experience. However, the period of such leave shall not be included in determining whether the teacher has completed his or her probationary period.

9.02A – Ontario Supplemental Employment Benefits (SEB) Plan

- a) A teacher taking pregnancy leave under this Clause who is subject to a waiting period of two weeks before receiving Employment Insurance Benefits is eligible to receive, following the birth of the baby, the following payment. For each day of the Employment Insurance Commission (EIC) two week waiting period which falls on a regular working day for the said teacher, the Board shall reimburse the teacher the equivalent of 100% of the teacher's total salary (base salary plus any eligible allowances) for the said day.
- b) A teacher who is taking pregnancy leave under this Clause and who is in receipt of Employment Insurance maternity benefits is eligible to be paid, following the birth of the baby, a Supplemental Employment Benefit. For each day of the first four weeks of the payment of Employment Insurance maternity benefits which falls on a regular working day for the said teacher, the Board shall reimburse the teacher the difference between the Employment Insurance maternity benefit payment and the equivalent of 100% of the teacher's total salary (base salary plus any eligible allowances) for the said day.
- c) The teacher shall provide to the Board a letter from the Employment Insurance Commission verifying the dates that the Employment Insurance Commission determines are the dates of the waiting period and the amount of the Employment Insurance maternity benefits which are to be paid.
- d) It is understood that a teacher may select one of the following options:

- i) Option A: access her sick leave credits for each day of the six weeks immediately following the birth of the baby which falls on a regular working day for the said teacher or
- ii) Option B: access the Board payments for each day of the two week waiting period and the Supplemental Employment Benefit for the first four weeks of Employment Insurance maternity benefits as set out above.

The teacher shall advise the Board, in writing, which of the above options she chooses.

9.02B – Quebec Parental Insurance Plan (QPIP) Benefits

- a) A teacher residing in Quebec who is taking pregnancy leave under this Clause and who is in receipt of Quebec Parental Insurance Plan maternity benefits is eligible to be paid, following the birth of the baby, the following payment. For each day of the first six weeks of the payment of Quebec Parental Insurance Plan maternity benefits which falls on a regular working day for the said teacher, the Board shall reimburse the teacher the difference between the maternity benefit payment and the equivalent of 100% of the teacher's total salary (base salary plus any eligible allowances) for the said day.
- b) The teacher shall provide to the Board a letter from the l'Emploi et de la Solidarité sociale Quebec verifying the date that the l'Emploi et de la Solidarité sociale Quebec determines is the date of the first payment and the amount of the maternity benefits which are to be paid.
- c) It is understood that a teacher may select one of the following options:
 - i) Option A: access her sick leave credits for each day of the six weeks immediately following the birth of the baby which falls on a regular working day for the said teacher or
 - ii) Option B: access the Board payments for the six weeks of Quebec Parental Insurance Plan maternity benefits as set out above.

The teacher shall advise the Board, in writing, which of the above options she chooses.

9.03 - Special Leave

a) Paternity Leave for Male Teacher

Subject to the approval of the Director of Education, a male teacher may be granted paternity leave with pay to a maximum of four days for needs directly related to the birth of his child. This leave may be divided into two periods and granted on separate days.

b) Adoption Leave

Subject to the approval of the Director of Education, a maximum of four days adoption leave with pay may be granted for needs directly related to the adoption of a teacher's child. This leave may be divided into two periods and granted on separate days. This leave may be split between two teachers who are adopting a child. It is understood and agreed that a maximum of four days leave will be granted for any one adoption.

ARTICLE 10 - CUMULATIVE SICK LEAVE

10.01 - Sick Leave Credit System

The Board shall maintain a sick leave credit system.

10.02 - Sick Leave Credit

a) In applying the cumulative sick leave plan the Board shall establish a sick leave account for each teacher. At September 1st each year a full-time teacher's account shall be credited with an advance of 20 days of sick leave allowance. At the end of each year's employment the amount of sick leave credit remaining in a teacher's account shall be carried forward to the next year. Part-time teachers shall be prorated on the basis of 10% of the number of full day equivalents for which the teacher is employed, and such leave shall be cumulative.

b) Effective September 1st 2009 in applying the cumulative sick leave plan the Board shall establish a sick leave account for each teacher. At September 1st each year a full-time teacher's account shall be credited with an advance of 20 days of sick leave allowance. At the end of each year's employment the amount of sick leave credit remaining in a teacher's account shall be carried forward to the next year. Teachers who have a less than full time assignment shall be prorated on the basis of 10.3% of the number of full day equivalents for which the teacher is employed, and such leave shall be cumulative.

10.03

- a) Full-time and/or part-time teachers whose employment with remuneration with the Board is for any reason, for a period of less than a full school year, shall be credited with sick leave on the basis of 10% of the number of full day equivalents for which the teachers are employed, and such leave shall be cumulative.
- b) Effective September 1st 2009 full-time and/or part-time teachers whose employment with remuneration with the Board is for any reason, for a period of less than a full school year, shall be credited with sick leave on the basis of 10.3% of the number of full day equivalents for which the teachers are employed, and such leave shall be cumulative.

10.04 - Statement of Sick Leave Credits

The Board will endeavour to forward to teachers by November 30th of each year a statement of their sick leave credits.

10.05 - Leave of Absence Due to Illness

- a) Each teacher's sick leave account shall be debited for the number of days absent due to personal illness until such account has become completely exhausted. Teachers who continue to be absent due to personal illness after their sick leave accounts have become exhausted shall be deemed to be on leave of absence.
- b) Leave of absence due to personal illness may remain in effect for a maximum of one calendar year and may be extended further at the discretion of the Board.
- c) Insurance plans may be continued during the leave of absence under 10.05(b) through prepayment by the teacher of 100% of the premiums. At the option of the teacher prepayment may be made by means of monthly post-dated cheques.

10.06 - Maximum Sick Leave Credits

Teachers are entitled to a credit of 100% of their unused days of accumulated sick leave to a maximum of 250 days.

10.07 – Sick Leave Credits from Ontario Boards

Experienced teachers who are teaching for the Board for the first time or who return after a period of non-service with the Board for a reason other than leave of absence, may be allowed to carry over any accumulated days of sick leave to the maximum 250 days. The teacher shall request, in writing, that the teacher's prior Ontario school board submit to the Manager of Human Resources Services and to the teacher a written statement of the teacher's accumulated sick leave with the said board.

10.08 - Medical Certificate

Upon notice to the teacher by the Manager of Human Resources Services or designate a medical certificate signed by a qualified medical practitioner stating that during the time of absence the teacher was unable to perform assigned duties on account of illness may be required where the teacher's period of absence exceeds three (3) consecutive school days. The Board shall pay for the cost of the said medical certificate.

10.09 - Accrual of Sick Leave Credits During the Statutory Period of a Pregnancy and/or Parental Leave

- a) Notwithstanding Clause 10.03 teachers who are on pregnancy or parental leave pursuant to the Employment Standards Act shall be credited with sick leave credits for the statutory period of their pregnancy or parental leave. A teacher shall be credited with sick leave credits on the basis of 10% of the number of full time equivalent school days in the school year calendar which occur during the said teacher's pregnancy or parental leave, or a teacher whose pregnancy and/or parental leave is for an entire school year shall be credited with 20 days of sick leave.
- b) Effective September 1st 2009 notwithstanding Clause 10.03 teachers who are on pregnancy or parental leave pursuant to the Employment Standards Act shall be credited with sick leave credits for the statutory period of their pregnancy or parental leave. A teacher shall be credited with sick leave credits on the basis of 10.3% of the number of full time equivalent school days in the school year calendar which occur during the said teacher's pregnancy or parental leave, or a teacher whose pregnancy and/or parental leave is for an entire school year shall be credited with 20 days of sick leave.

ARTICLE 11 - SABBATICAL LEAVE

11.01 - Purpose

This program is established for the purpose of offering teachers an opportunity for approved study or research including travel.

11.02 - Granting of Sabbatical Leave

- a) Sabbatical Leave may be granted to teachers on application to the Board through the Director.
- b) Those teachers requesting Sabbatical Leave shall submit detailed information regarding their teaching experience and their plans for the Sabbatical year.
- c) Such application shall be submitted to the Director by January 15 prior to the September in which the Sabbatical Leave would commence.

11.03 - Salary While on Sabbatical Leave

The Board shall pay teachers on Sabbatical Leave 66 2/3% of their salary.

11.04 - Pension

Pension deductions are to be continued as provided by the Teachers' Pension Act.

11.05 - Increments/Increases in Salary

Personnel granted Sabbatical Leave are to be eligible, upon their return to duties, to receive any increment or any increase in salary resulting from a revised schedule that they would have received had they not taken Sabbatical Leave.

11.06 - Period of Leave

The period of leave shall not exceed one school year.

11.07 - Commitment to Return to Board

A teacher granted Sabbatical Leave for one full year shall sign a commitment to return to the Board for a period of three (3) years. If the teacher leaves before fulfilling this commitment, that teacher shall reimburse the Board an amount equal to the salary paid during the Sabbatical. Partial refunds shall be in the ratio that unworked months bear to this three-year period.

11.08 - Assignment on Return from Sabbatical Leave

The teacher, on return from Sabbatical Leave, shall be assigned a staff position according to the terms of Clause 3.02 relative to the position immediately preceding the period of Sabbatical Leave.

11.09 - Board's Response to Application for Participation

If an application is not approved, the applicant shall be informed in writing of the reason for the Board's decision.

11.10 - Sick Leave Credits While on Sabbatical Leave

The number of sick leave credits shall neither increase nor decrease as a consequence of Sabbatical Leave.

ARTICLE 12 - DEFERRED SALARY LEAVE PLAN

12.01 - Purpose

The Deferred Salary Leave Plan will afford teachers the opportunity to take a one (1) year leave of absence, and through deferral of salary, to finance the leave. It is understood and agreed that the purpose of the Deferred Salary Leave Plan is not to provide benefits on retirement.

12.02 - Eligibility

- a) Any teacher having three (3) years seniority with the Board is eligible to participate in the Plan.

- b) To be eligible to participate in the Plan commencing in September, a teacher shall apply in writing to the Director of Education on or before the preceding January 31.

c) The determination of whether an application is or is not approved shall be at the discretion of the Board, and the teacher shall be notified in writing of the Board's decision by May 1.

d) If an application is not approved, the reason or reasons shall be included in the notification specified in the foregoing Clause 12.02(c).

12.03 - Payment Formula

a) In a Memorandum of Agreement the teacher shall specify the portion of his or her salary and allowance which is to be deferred and the deferred amount shall not exceed 33.3% of the teacher's salary and allowance.

b) In accordance with the Memorandum of Agreement in each year of the Plan preceding the period of leave a teacher will be paid a reduced percentage of salary and allowance to which the teacher is entitled under the Collective Agreement.

c) The remaining portion of the teacher's annual salary shall be deferred and shall be retained by the Board in trust to finance the period of leave. While participating in the DSL Plan the amount of salary and allowance deferred by a teacher under the DSL Plan cannot exceed 33.3% in any calendar year.

d) Each pay day the Board shall deposit the deferred portion of the teacher's annual salary and allowance in an interest bearing account in the name of the teacher in trust.

e) Interest

By December 31st of each year of the Plan the Board shall pay any interest earned in that year on the deferred salary and allowance to the teacher subject to the usual withholdings and remittances. The income earned on the deferred amounts is income from employment and will be reported on a T4.

f) Payment Dates

During the teacher's leave of absence, the teacher shall be paid 40% of his or her Deferred Salary on September 1 during the year of leave, and the remaining 60% on January 1 during the year of leave.

g) Insurance

- (i) While teachers are enrolled in the Plan and not on leave, subject to the approval of the insurance carrier, Insurance Plans tied to salary and allowance level shall be structured according to the salary and allowance they would have received had they not been enrolled in the Plan.
- (ii) While on leave, subject to the approval of the Insurance Carrier, any Insurance Plan tied to salary and allowance level shall be structured according to the salary and allowance the teacher would have received in the year prior to taking the leave had the teacher not been enrolled in the Plan.
- (iii) Teachers on a year of Deferred Salary Leave must maintain participation in the Long-term Disability Insurance Plan.

h) (i) A teacher's Insurance Plan shall be maintained by the Board during the teacher's Deferred Salary Leave provided that the teacher pays 100% of the premiums.

(ii) Payment of the premiums as in 12:03(h)(i) shall be as follows:

- (A) 40% of said premiums on or before September 1 during the year of leave;
- (B) 60% of said premiums on or before January 1 during the year of leave.

12.04 - Conditions of Leave

a) The leave of absence shall commence no later than six (6) years after the date of the first deferral of salary and allowance.

b) The teacher shall not receive any compensation from the Board or a person with whom the Board does not deal at arm's length during the period of leave other than the salary and allowance deferred, any accumulated and unpaid interest and reasonable fringe benefits which have been prepaid.

c) A teacher returning from leave shall remain in the employ of the Board for a period of time at least equal to the period of time the teacher was on leave.

d) Deferred salary and allowance plus any accumulated and unpaid interest shall be paid to the teacher in the Plan not later than the end of the first taxation year commencing after the expiry of the six year period after the first deferral of salary and allowance.

e) During the period of leave the teacher will not accumulate or be entitled to the following:

- (i) teaching experience for salary and allowance increments,
- (ii) statutory holidays, maternity, sick or other leaves or promotions; and
- (iii) sick leave credits.

f) Teachers' Pension Plan

The Board will make pension deductions from the payments to the teacher in accordance with the current regulations of the Teachers' Pension Plan Board.

g) Memorandum of Agreement

A teacher participating in the Plan will be required to sign the Memorandum of Agreement (set out at the end of this Article) with the Board setting out the particulars of the Deferred Salary Leave Plan.

h) Reassignment after Deferred Salary Leave

Subject to the redundancy procedures, the Board will endeavour to reassign a teacher to the former teaching position or to a teaching position in a location as near as practical to the location of the position formerly held when the teacher returns from a Deferred Salary Leave Plan.

12.05 - Withdrawal from the Plan

a) Resignation

A teacher who ceases to be employed by the Board must withdraw from the Plan. Within sixty (60) days the Board shall pay to the teacher the deferred salary and allowance plus any accumulated and unpaid interest.

b) Financial Hardship

In extenuating circumstances, such as financial hardship the teacher may withdraw from the Plan upon giving not less than six months notice of intent to do so prior to the date established for the leave of absence. Within sixty (60) days of such withdrawal the Board shall pay to the teacher the deferred salary and allowance plus any accumulated and unpaid interest.

c) Death of Employee

Should the teacher die, the Board shall, within sixty (60) days of notification of such death to the Board, pay the deferred salary and allowance plus any accumulated and unpaid interest to the teacher's estate subject to the Board receiving the necessary clearances and proofs normally required for payment to estates.

d) Payment of Deferred Salary and allowance

In the event that the teacher does not take his or her scheduled leave in the designated period, the deferred amounts will be paid to the teacher in the first taxation year that commences after the end of the period of salary and allowance deferral.

12.06 - Canada Revenue Agency and Deductions

a) OECTA, the Board and the participating teachers agree that the Plan will comply with the requirements of Canada Revenue Agency for deferred salary leave plans and that they will make any changes necessary.

b) The participating teachers in the Plan hereby agree to indemnify and hold harmless the Board and OECTA for the effects of participation in the Plan on the Teachers' Pension Plan, income tax deductions, Employment Insurance, Canada Pension Plan or additional matters affected by the Plan.

**Memorandum of Agreement
(Deferred Salary Leave Plan)**

I, the undersigned teacher, have read the provisions of the Deferred Salary Leave Plan as set out in Article XII of the Collective Agreement and I wish to apply for a deferred salary leave plan.

The particulars of my deferred salary leave plan are:

- a) Date of Leave of Absence: _____
- b) Commencement date for Plan deductions from salary: _____
- c) End date for Plan deductions from salary: _____
- d) Percentage of salary to be deducted: _____ %

I agree to amendment of the terms and conditions of this Plan if amendment is necessary for compliance with the requirements of Canada Revenue Agency for deferred salary leave plans.

In Witness the Parties have signed this Memorandum.

Dated at _____ this _____ day of _____ 20__

Witness

Teacher

Dated at _____ this _____ day of _____ 20__

Board

ARTICLE 13 - OTHER LEAVE

13.01 - Compassionate Leave

A teacher shall be eligible for compassionate leave without loss of pay, or deductions from sick leave credits as follows:

- a) Five (5) consecutive teaching days, or more at the discretion of the Director or designate, except where spanning a holiday, for the death of a husband, wife, parents or guardian, son or daughter, brother or sister.

- b) Three (3) consecutive teaching days or more at the discretion of the Director or designate, except where spanning a holiday, for the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, of the teacher or the spouse and for the death of the guardian of the spouse.

- c) One (1) teaching day, or more at the discretion of the Director or designate, to attend the funeral of an uncle, aunt, niece or nephew of the teacher or spouse.

- d) Saturdays and Sundays are not deemed to be holidays in the application of this Article.

13.02 - Jury or Witness Leave and Compulsory Quarantine Leave

- a) (i) Jury or Witness Leave
Special leave with pay may be granted when a regular full-time teacher is required to appear in court by reason of a summons to serve as a juror, or by reason of a subpoena to be a witness in any proceeding to which the teacher is not a party or one of the persons charged. The teacher shall submit to the Board a certificate signed by a court representative testifying to the teacher's presence at court and remit any fee (excluding expenses) the teacher received from the court.

(ii) Quarantine

Every teacher is entitled to his or her salary despite absence from duty in a case where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the teacher's duties. The days shall not be deducted from sick leave credits.

b) At the discretion of the Board, a part-time teacher or a teacher who teaches part of the year is eligible to be granted jury or court witness leave or quarantine leave, as laid out above, on a prorated basis in the same ratio that the part-time employment bears to full-time employment for scheduled work day or days with which the leave coincides.

13.03 – Urgent Personal Business Leave

a) A teacher may be granted a leave of absence for attendance to urgent personal business without the deduction of salary up to a maximum of three (3) days, in any one school year. In order to be eligible for such leave a teacher shall:

- i) have the approval of the Director or designate before commencing the leave;
- ii) submit a written request, stating the reason(s) for the leave of absence;
- iii) ensure that the Principal, if the teacher is responsible to a Principal, is aware of the leave of absence before the leave commences.

b) Notwithstanding Clause 13.03(a), the Director or his/her designate may at his/her discretion grant urgent personal business leave in excess of three (3) days.

c) Leave of absence under this section is neither cumulative from year to year nor is it to be used for holidays.

d) When the teacher, for any reason, teaches fewer than ten months in the year, the salary payable shall be reduced proportionately for any special leave used in excess of 3/10 day per month.

e) It is understood and agreed that the leave cannot be used on the school day prior to or after a school holiday period (Christmas, March Break and summer holidays) or prior to or after a Board or statutory holiday except in exceptional circumstances.

13.04 – Special Leave Without Pay

- a) When a teacher's statutory period of pregnancy leave, pregnancy/parental leave or parental leave has expired, the Director or designate may grant leave without pay, not to exceed two (2) years, for the purpose of child rearing.
- b) In situations not involving the extension of a statutory leave as set out above, the Director or designate may grant leave without pay for educational, care-giving or other purposes, not to exceed two (2) years, to a teacher who has been employed by the Board for a period of two (2) years.
- c) During the period of the leave the teacher will not accumulate or be entitled to the following:
- i) teaching experience for salary purposes
 - ii) sick leave credits
- d) During the period of the leave the teacher shall be responsible for the cost of the premiums associated with Teachers' Group Insurance Plans, as set out in Clause 14.09
- e) As a condition of the leave the teacher shall agree to a return date as follows:
- i) for an elementary teacher the first instructional day of the school year or the first instructional day following the Christmas break
 - ii) for a secondary teacher the first instructional day of the school year or the first instructional day of the second semester
- f) Subject to the redundancy and/or surplus to school provisions as set out herein, the Board shall endeavour to assign the returning teacher to a teaching position in the same school or Family of Schools. If the teacher held a position of added responsibility, as designated herein, and that position still exists, the teacher shall be re-instated to the same position.
- g) A teacher shall make a written application for the said leave on or before March 1st of the school year preceding the leave. The application shall identify the purpose of the leave and set out the anticipated return date from the leave.
- h) The Director has the discretion to waive any preconditions for the above leave in exceptional circumstances.

ARTICLE 14 - INSURANCE PLANS

14.01 - Board's Obligations

With respect to the Insurance Plans set out in this Article, the Board is not the insurer. The Insurance Plans are underwritten by insurance companies and the provisions of the policies issued shall govern each Plan. The Parties agree that the Board is not responsible in the event that the insurer determines that a claim is not payable. All Insurance Plan coverage is subject to the approval of the insurance carrier.

14.02 - Extended Health Benefit Plan

The Board agrees to pay 80% of the premium for the current Extended Health Benefit Plan for all full-time teachers.

Subject to continuing eligibility, the surviving dependents of a deceased member may retain membership at no cost in the Extended Health Care Plan (provided that the member belonged to the Plan at the time of his/her death), for a period of two years after the death of the member.

14.03 - Dental Prevention Care Plan

The Board agrees to pay 80% of the premium for the current Dental Prevention Care Plan for all full-time teachers.

Subject to continuing eligibility, the surviving dependents of a deceased member may retain membership at no cost in the Dental Prevention Care Plan (provided that the member belonged to the Plan at the time of his/her death), for a period of two years after the death of the member.

14.04 - Basic Life/AD and D Insurance Plan

- a) The Board agrees to pay 80% of the premiums for the current Basic Life/AD & D Insurance Plan for all full-time teachers.

- b) Enrollment in the Basic Life/AD & D Insurance Plan referred to in Clause 14.04 (a) shall be compulsory for all members of the Bargaining Unit.

14.05 - Optional/Spousal Life Insurance Plan

- a) Additional life insurance coverage is available for the teacher and/or spouse and is subject to carrier approval. The employee is responsible for 100% of the premiums.

- b) Upon the death of the teacher, Spousal Life Insurance coverage ceases. The spouse may convert from the Group Spousal Life Insurance Plan to an individual Life Insurance Plan within the timeline as specified by the carrier.

14.06 - Long Term Disability Plan

- a) The Board agrees to administer the current long-term disability plan (LTD) for which teachers are responsible for 100% of the premium.

- b) Enrollment in the Long-term Disability Plan, shall be compulsory for all members of the bargaining unit.

14.07 - Part-time Teachers

The percentage of the insurance premium with respect to each of Extended Health Benefit Plan (Clause 14.02), Dental Prevention Care Plan (Clause 14.03), and Basic Life/AD & D Insurance Plan (Clause 14.04), to be paid by the Board for a part-time teacher shall be the product of the percentage specified in such Clause and the percentage of full-time for which the teacher is under contract to the Board.

Example:

For a part-time teacher teaching 75% of full-time, the Board shall pay with respect to Clauses 14.02, 14.03 and 14.04 respectively, 60% of the premiums.

14.08 - Teachers on Long-Term Disability Participating in Benefit Plans.

- a) Subject to the terms and conditions of the Plan(s), a teacher who is approved for and receiving Long-term Disability benefits may retain membership in any or all of the following Group Insurance Plans for the duration of his/her disability and employment with the Board provided the teacher belonged to these Plans at the time of the disability: Basic Life/AD & D, Optional Life, Spousal Life, Long-term Disability, Extended Health, and Dental Insurance Plans.

b) At least two (2) weeks prior to the earlier of the expiry of the teacher's sick leave credits or to the estimated commencement of LTD payments, the teacher must inform the Board in writing of his/her intent to retain or not retain membership in any or all of the Group Insurance Plans and make payment arrangements which are satisfactory to the Board. When the teacher no longer receives remuneration from the Board, the teacher must pay the full premium cost to maintain participation and coverage under the Group Plans.

c) Coverage under these Plans will terminate the earlier of the date of termination of employment with the Board, or when the teacher attains the age of 65.

14.09 - Leave of Absence other than Pregnancy/Parental Leave.

a) Subject to the terms and conditions of the Plan(s), a teacher who is granted a full or partial leave of absence from the Board may retain membership in any or all of the following Group Insurance Plans provided the teacher belonged to these plans prior to the Leave of Absence: Basic Life/AD & D, Optional Life, Spousal Life, Long-term Disability, Extended Health, and Dental Insurance Plans. However, the parties acknowledge that teachers on a deferred salary leave are required to maintain participation in the Long-term Disability Group Insurance Plan.

b) At least two (2) weeks prior to the commencement of his/her leave, the teacher must inform the Board in writing of his/her intent to retain or not retain membership in any or all of the Group Insurance Plans and make payment arrangements which are satisfactory to the Board.

c) Coverage under these plans will terminate the earlier of the date of termination of employment with the Board, or when the teacher attains the age of 65. The LTD Plan has a two (2) year limit for coverage for teachers on an approved Leave of Absence.

d) Payment Terms

(i) Full-time Leave of Absence

Teachers on a full-time Leave of Absence must pay 100% of the premium cost to maintain participation and coverage under the Group Insurance Plans.

(ii) Part-time Leave of Absence

For teachers on part-time Leave of Absence, the premium cost will continue to be shared by the Board and the teacher, pro-rated to the time worked. These teachers will have the required deductions taken from their pay cheques.

Example: For a part-time teacher working 75% of full-time, the Board shall pay with respect to Extended Health, Dental, and Basic Life/AD & D Insurance Plans respectively 60% of the premiums.

14.10 - Discontinuance of Optional Coverage

a) Subject to the terms and conditions of the Plan(s) a teacher who wishes to discontinue any optional insurance plan shall notify the Superintendent of Business Services in writing no later than the fifteenth (15th) day of the month immediately preceding the month in which the teacher wishes the optional plan to be discontinued.

b) A teacher who elects to discontinue an optional insurance plan under the terms of this Clause may be eligible to re-enroll in the said Plan subject to the terms and conditions of the said Plan. Upon request, the Board shall provide the teacher with a copy of the re-enrollment provisions of the Plan and the necessary forms. A teacher who elects to re-enrol in any optional insurance plan must give notice, in writing, by the 15th of the month immediately preceding the month in which he/she wishes to be re-enrolled.

c) Subject to the terms and conditions of the Plan(s) a teacher who waived the Extended Health Benefit Plan or the Dental Prevention Care Plan when he/she became eligible may only join on the anniversary date of the Plan -- September 1.

Exceptions to this rule pertain to teachers who were covered under a spouse's plan which has terminated, or to situations where the spousal coverage through another organization no longer offers comparable benefits. In either of these cases, teachers can enroll at any time provided that written application is made within thirty-one days of the change of circumstance. Documentation which substantiates the termination of the spouse's plan or the loss in coverage in the spouse's plan must accompany the written application.

14.11 - Change of Carriers

- a) The level of coverage shall not be altered except by mutual consent of the Parties.

- b) The Board has the right to change carriers providing there are no changes to the administration or coverage of the current plan.

14.12 - Retirees

- a) Subject to the terms and conditions of the Group Insurance Plans and until a teacher attains the age of 65, a teacher who retires from the Board prior to age 65 may maintain his or her membership in one or more of the following Group Insurance Plans: Basic Life/AD&D, Optional Life, Spousal Life, Extended Health and Dental Insurance Plans, provided that the teacher had belonged to these Plans at the time of retirement. If the said Plans are administered by the Board, the retired teacher must pay, in advance, the full premium cost to maintain participation and coverage under the said Plans.

To qualify, the teacher must be eligible for a pension to commence payment, immediately upon retirement, as certified by the Ontario Teachers' Pension Plan Board.

- b) It is understood and agreed that
 - (i) The retired teacher must pay the full premium costs to maintain participation and coverage under the above Plans.
 - (ii) The retired teacher must make payment arrangements which are satisfactory to the Board/Third Party Administrator. Failure to make payment arrangements which are satisfactory to the Board/Third Party Administrator or to honor the payment

arrangements will result in the Board/Third Party Administrator cancelling coverage without further notice.

- (iii) Coverage under the above Plans must be continuous; withdrawal is irrevocable.
- (iv) The Board's contribution to Extended Health Plan premiums shall be frozen at its May 1997 dollar amount, subject to adjustment due to the number of staff in the Plan(s) and the mix of single and family coverage. The Board shall not incur any additional costs to the said Plan resulting from a change to the experience rating of retirees.
- (v) Coverage under the above Plans ceases when the teacher attains the age of 65 years.

c) In the event that a retired teacher wishes to cancel one or more of the Group Insurance Plans which the retired teacher is maintaining, the retired teacher must inform the Board/Third Party Administrator in writing of the intent to cancel at least two months before the September 1st billing date.

d) The Parties acknowledge that one of the conditions of a retired teacher maintaining coverage under one or more of the above Plans is the consent, in writing, from the retired teacher that the Board/Third Party Administrator may release to the Bargaining Unit a copy of any unpaid retired teacher benefit invoices so that the Bargaining Unit may contact the retired teacher prior to the termination of coverage for non-payment.

ARTICLE 15 - GRATUTITY BENEFITS

15.01 - Eligibility

Upon retirement under the provisions of the Teachers' Pension Plan Act, from the Renfrew County Catholic District School Board after ten or more years of continuous service with the Board, including years of continuous service with any former board which forms part of the Renfrew County Catholic District School Board, a teacher shall be entitled to a gratuity based on the accumulated sick leave credit, to a maximum of 200 days, calculated as follows:

After:			
10	years of continuous service	20 %	of cumulative sick leave credits (to a maximum of 200 days) x 1/200 of annual salary at the date of retirement
11	“	22%	“
12	“	24%	“
13	“	26%	“
14	“	28%	“
15	“	30%	“
16	“	32%	“
17	“	34%	“
18	“	36%	“
19	“	38%	“
20	“	40%	“
21	“	42%	“
22	“	44%	“
23	“	46%	“
24	“	48%	“
25	“	50%	“

Continuous service for the purpose of calculating retirement gratuity shall be defined as set out in Appendix A to this Agreement.

15.02 - Board Rights

The Board reserves the right to pay a gratuity to teachers who may not have sufficient cumulative sick leave.

15.03 - Payment Period

Gratuity benefits shall be paid within one (1) year after retirement or as arranged to the mutual satisfaction of the teacher and the Board upon receipt of verification from the Teachers' Pension Plan Board that the teacher is in receipt of a pension. The onus is on the teacher to provide this document.

15.04 - Death of Teacher

In the event of the death of a teacher employed by the Board, the gratuity to which the teacher would have been entitled under 15.01 shall be paid to the teacher's estate.

15.05 - Joint Consultative Committee

The Bargaining Unit and the Board agree to establish a joint consultative committee to study the cost of, the funding of and possible changes to the Retirement Gratuity.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 - Definition

A grievance under this Agreement shall be defined as a difference or a dispute by a teacher, a group of teachers, the Bargaining Unit or the Board arising from the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

16.02 – Informal Complaint Stage

- a) It is the mutual desire of the Parties that complaints of teachers shall be dealt with promptly. Therefore, where appropriate, teachers should discuss a complaint with their Principal, their immediate supervisor or the Manager of Human Resources Services in an attempt to resolve the complaint prior to starting a formal grievance. The Parties acknowledge that the teacher may request the attendance of a Bargaining Unit representative or designate at such a meeting at no cost to the Board.
- b) Both the Board and the Bargaining Unit recognize that it is to their mutual advantage to resolve policy complaints promptly. Both Parties agree that, where appropriate, a policy complaint should be discussed with the other Party prior to starting a formal grievance.

16.03 - Time Lines

- a) No grievance shall be considered where the circumstances giving rise to it occurred or originated and where the grievor was aware of said circumstances more than fifteen (15) instructional days before the filing of the grievance.

- b) If the stipulated time limits are not met at Step One of the Grievance Procedure, the Grievor shall have the right to take the grievance to Step Two of the Grievance Procedure.
- c) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by written consent of the parties to this Agreement.
- d) A single arbitrator or Board of Arbitration shall have the right to waive any breach of time limit on terms considered just.

16.04 - Grievance Form

The grievance shall:

- a) state the name of the grievor;
- b) identify the grievor's work location;
- c) outline the nature of the grievance;
- d) specify the date on or about which the incident giving rise to the grievance occurred;
- e) if possible, identify the specific clause which has been allegedly violated, misinterpreted or misapplied; and
- f) state the remedy requested.

The grievance shall be signed by the Grievance Officer of the Bargaining Unit or designate and/or by the grievor. The grievance shall be submitted to the Director of Education with a copy submitted to the Manager of Human Resources Services.

16.05 - Steps

STEP 1

The grievor and/or the Grievance Officer of the Bargaining Unit and/or designate, and the Director of Education and/or designate shall meet to discuss the grievance and the Step One decision will be rendered within ten (10) instructional days following receipt of the grievance.

STEP 2

Failing a satisfactory settlement being reached in Step 1, the grievance may be referred to arbitration by notice in writing to the other Party within twenty (20) instructional days of the receipt of the Step One decision. The notice shall state whether the referral to arbitration is a referral to a single arbitrator or a referral to a Board of Arbitration.

16.06 - Bargaining Unit Policy Grievance, Board Policy Grievance and Group Grievance

a) Bargaining Unit Policy Grievance:

The Bargaining Unit may initiate a policy grievance following the same procedure set out in this Article.

b) Board Policy Grievance:

The Board may initiate a policy grievance following the same procedure set out in this Article. Such a grievance shall be signed by the Director of Education or designate and submitted to the Grievance Officer of the Bargaining Unit or designate.

c) Group Grievance:

Where the Parties agree, a common complaint by a group of teachers may be filed as a single grievance following the same procedure set out in this Article.

16.07 – Grievances, Notices and Decisions In Writing

Grievances, notices and decisions shall be in writing at all stages.

16.08 - Single Arbitrator

a) The appointment of a single arbitrator shall take place within ten (10) calendar days from the date of referral to arbitration or such other time as the Parties agree.

b) If the Parties are unable to agree on a single arbitrator within the time limit, the Ontario Labour Relations Board shall appoint a single arbitrator.

16.09 -Board of Arbitration

a) Within five (5) calendar days of the referral to a Board of Arbitration, each Party shall notify the other in writing of the name of its Appointee.

b) The Board of Arbitration shall be composed of one person appointed by the Board, one person appointed by the Bargaining Unit, and a third person to act as Chairperson chosen by the other two Appointees. If the Appointees cannot agree to a Chairperson within fifteen (15) calendar days from the referral to arbitration or such other time as the Parties agree, the Parties shall request the Ontario Labour Relations Board to nominate a Chairperson.

16.10 - Arbitration Decision

- a) The decision of a single arbitrator or Board of Arbitration, or a majority of the Board of Arbitration, constituted in the above manner shall be binding on both parties.
- b) Should the Parties disagree as to the meaning of the decision, either Party may apply to the single arbitrator or the Chairperson of the Board of Arbitration to reconvene to clarify the decision, which it should do within fifteen (15) calendar days.

16.11 - Power of Arbitrator / Board of Arbitration

The single arbitrator or the Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

16.12 - Expenses Related to Arbitration

With a Board of Arbitration each of the Parties to this Agreement shall bear the expenses of the arbitrator appointed by it; and the Parties shall jointly and equally bear the expenses, if any, of the Chairperson. With a single arbitrator the Parties shall jointly and equally bear the expenses, if any, of the arbitrator.

16.13 - Expedited Arbitration

- a) Notwithstanding the procedure above, either Party may request access to expedited arbitration under section 49 of the Ontario Labour Relations Act.
- b) A written request may be made after the grievance procedure under the Agreement has been exhausted or after thirty (30) calendar days have elapsed from the time at which the grievance was first brought to the attention of the other Party, whichever first occurs.
- c) Despite subsection (b) above, where the grievance is respecting discharge or other termination of employment, a request may be made in writing after the grievance procedure has been exhausted or after fourteen (14) calendar days have elapsed from the time at which the grievance was first brought to the attention of the other Party, whichever first occurs.
- d) No such request in subsection (b) or (c) above shall be made beyond the time stipulated for referring the grievance for arbitration.

16.14 - Mediation

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

16.15 - Representation by Grievance Officer or Designate

- a) The Board recognizes the right of a teacher to be represented by the Grievance Officer of the Bargaining Unit or designate in the presentation of grievances at any stage. The Parties acknowledge that the Grievance Officer of the Bargaining Unit or designate may have regular duties to perform in connection with his/her employment. The Parties also acknowledge that the attendance of the Grievance Officer of the Bargaining Unit or designate of the Bargaining Unit may be required for a meeting or meetings with the Board involving a grievance. In such situations, the Grievance Officer of the Bargaining Unit or designate shall give his or her Principal or immediate supervisor reasonable notice of any such meeting.
- b) The Parties agree that the attendance of one Bargaining Unit representative (the Grievance Officer or designate) shall be without loss of pay when meeting or meetings with the Board involving a grievance occur during the instructional day.

ARTICLE 17 – BARGAINING UNIT LEAVE

17.01

- a) The School Board shall grant leaves of absence to no more than three (3) teachers to perform official Bargaining Unit business provided that the Bargaining Unit submits a written request for the said leaves on or before May 25th of the preceding school year.

The leaves of absence may change from year to year based on internal needs but each teacher released to perform official Bargaining Unit business shall either be a 1.00 of full time or 0.50 of full time leave of absence.

To assist with staffing the Bargaining Unit shall endeavour to give the Board informal notice of the teachers who might be applying for Bargaining Unit leave as soon as practicable.

b) Bargaining Unit leave shall be granted without prejudice and without loss of benefits or seniority.

c) A teacher shall take a 1.0 of full-time leave of absence or a 0.50 of full time leave of absence, whichever is applicable, from a co-ordinator, organizational unit head or SPAT position for the duration of the Bargaining Unit Leave.

d) The terms of a teacher's leave of absence, if half time (0.5), shall be mutually agreed between the Bargaining Unit and the applicable Principal or supervisory officer, if applicable.

e) During the Bargaining Unit Leave, the Board shall pay to the said teachers their grid salary; shall pay to the said teachers any applicable allowances for co-ordinator, organizational unit head or SPAT positions; and shall pay on behalf of the said teachers the Board's share of the benefit premiums to which the said teachers would be entitled if the said teachers were not on Bargaining Unit Leave.

f) OECTA shall reimburse the Board for the total cost of the grid salary paid to the said teachers; any applicable allowances for co-ordinator, organizational unit head or SPAT positions paid to the said teachers; and the Board's share of benefit premiums paid on behalf of the said teachers for the period of time the said teachers are on Bargaining Unit Leave.

g) Time taken on Bargaining Unit Leave shall be considered teaching time for the purposes of the teacher's experience and seniority.

h) Upon return from Bargaining Unit Leave, the Board will endeavour to reassign the teachers to the former teaching positions held or to a teaching position within the same family of schools subject to the redundancy provisions of the Agreement (Article 22).

i) Subject to the redundancy provisions of the Agreement (Article 22) upon return from Bargaining Unit Leave, the Board will return the teacher to the co-ordinator or organizational unit head position previously held, or in the case of a SPAT position to the former SPAT position held, if the position still exists or if the term of the position has not expired.

- j) Sick leave credits shall continue to accrue during the Bargaining Unit leave.
- k) In the event that a teacher on Bargaining Unit leave is unable to perform his or her duties for an extended period the Board shall grant, upon request of the Bargaining Unit, a leave to the teacher named by the Bargaining Unit as Interim Bargaining Unit release person under the terms and conditions set out in this Article.

ARTICLE 18 - STRIKES AND LOCKOUTS

18.01

The Board agrees that there shall be no lockout of teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act and the Education Act.

ARTICLE 19 - HEALTH AND SAFETY

19.01 - Occupational Health and Safety Committee

The Parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations.

19.02 – Bargaining Unit Representation

The Parties further recognize the Bargaining Unit representation on this Committee.

19.03 - Violations Not Grievable

While alleged violations of this legislation will not be grievable, the Parties will co-operate to facilitate any required corrective measures required by the Act. Dispute resolution in regard to the Health and Safety Act issues shall be resolved as prescribed by the Occupational Health and Safety Act.

ARTICLE 20 – PERFORMANCE APPRAISAL

20.01 - Performance Appraisal of Experienced Teachers

- a) No member of the Bargaining Unit shall participate in the performance appraisal of another member of the Bargaining Unit.
- b) Unless mutually agreed by the teacher being appraised and by the principal, vice-principal or supervisory officer conducting the performance appraisal, voluntary activities shall not be a part of the performance appraisal process.
- c) The criteria used in the performance appraisal process for experienced teachers shall be as set out in the (2007) Ministry of Education document *Performance Appraisal for Experienced Teachers: Technical Requirements Manual* and the (2003) Institute for Catholic Education document *Teacher Performance Appraisal*.
- d) On or about October 15th the Board shall provide the Bargaining Unit with a list of the names of the teachers in each school under the Board's jurisdiction who are scheduled for evaluation in that school year.
- e) If a principal, vice-principal or supervisory officer conducting a performance appraisal on a teacher determines that the rating is unsatisfactory, the Board shall inform the President of the Bargaining Unit of the name of the teacher within fifteen (15) school days of the determination.
- f) In the event that the Ministry of Education changes the process of Performance Appraisal for Experienced Teachers the Parties agree to meet to examine the changes and to make recommendations regarding the implementation of the said changes.

20.02 - Performance Appraisal of New Teachers

- a) No member of the Bargaining Unit shall participate in the performance appraisal of another member of the Bargaining Unit.
- b) Unless mutually agreed by the teacher being appraised and by the principal, vice-principal or supervisory officer conducting the performance appraisal, voluntary activities shall not be a part of the performance appraisal process.

- c) The criteria used in the performance appraisal process for new teachers shall be as set out in the (2006) Ministry of Education document *New Teacher Induction Program: Manual for Performance Appraisal of New Teachers*.
- d) Within twenty (20) school days from the date of hire the Board shall provide the Bargaining Unit with a list of the names of the new teachers in each school under the Board's jurisdiction who are designated to participate in the Performance Appraisal of New Teachers and the New Teacher Induction Program. In the event that a new teacher is hired after the beginning of the school year the Board shall provide the Bargaining Unit with a copy of the notice to the teacher of the said performance appraisal.
- e) If a principal, vice-principal or supervisory officer conducting a performance appraisal on a new teacher determines that the rating is development needed or unsatisfactory, the Board shall inform the President of the Bargaining Unit of the name of the teacher within fifteen (15) school days of the determination.
- f) In the event that the Ministry of Education changes the Performance Appraisal of New Teachers in the New Teacher Induction Program the Parties agree to meet to examine the changes and to make recommendations regarding the implementation of the said changes.

ARTICLE 21 - SENIORITY

21.01 - Application

This Article applies to the calculation of seniority for teachers employed by the Board on or after September 1st 2008. It is understood and agreed that this Article is not applicable to occasional teachers and continuing education teachers.

21.02 - Definitions

a) Seniority for Teachers Commencing Employment with the Board on or after September 1st 2008:

Commencing on September 1st 2008 seniority with the Board shall be defined as continuous employment with the Board, from the first day of employment with the Board as a teacher in the Bargaining Unit, uninterrupted by resignation or termination.

b) Seniority for Teachers employed by the Board as of August 31st 2008:

Commencing on September 1st 2008 seniority with the Board shall be defined as continuous employment with the Board as a teacher in the Bargaining Unit uninterrupted by resignation or termination from September 1st 2008.

The Board shall continue to recognize the seniority which was credited for each teacher as of August 31st 2008 under the provisions of the Prior Collective Agreement 2004-08.

21.03 - Seniority List

a) The Board shall compile for the President of the Bargaining Unit a seniority list which shall specify for each teacher:

- i) the teacher's seniority with the Board,
- ii) the teacher's total teaching experience recognized by the Board, and
- iii) the teacher's QECO Evaluation.

A copy of the list shall be given to each Principal, each School OECTA Staff Representative and to the President of the Bargaining Unit on or before March 1st of each school year.

b) On or before October 31st the Board shall deliver to the President of the Bargaining Unit a seniority list which shall specify for each teacher:

- i) the teacher's seniority with the Board,
- ii) the teacher's total teaching experience recognized by the Board, and
- iii) the teacher's QECO Evaluation.

ARTICLE 22 - REDUNDANCY AND OTHER TERMINATIONS

22.01 - Redundancy

Where reduction of teaching staff is necessary because there are more teachers than required, reduction shall be made on the following basis and in the following order, subject to the conditions outlined in Clause 22.02 (Exemptions to Redundancy) and Clause 22.03 (Notice):

- a) normal attrition,
- b) reverse order of the teacher's seniority with the Board,
- c) reverse order of seniority determined by the teacher's total teaching experience recognized by the Board, and
- d) the teacher's QECO Evaluation as specified in Clause 4.01 with teachers in Category D to be declared redundant before those in Category C; C before B; B before A1; A1 before A2; A2 before A3; and A3 before A4.

22.02 - Exemptions to Redundancy

- a) A teacher may be exempted from being declared redundant under Clause 22.01 in order to safeguard programs that require qualifications as per the Education Act, the Ontario College of Teachers Act and their respective regulations, provided that teacher cannot be replaced by a member of the Bargaining Unit with greater seniority who is willing to accept the assignment and has the qualifications required as per the Education Act, the Ontario College of Teachers Act and their respective regulations.
- b) Where, under Clause 22.01, teachers are equal, selection of the one or more to be declared redundant shall be by lot in the presence of the President of the Bargaining Unit or designate and a representative of the Board.
- c) Declarations of redundancy shall be on a system-wide basis.

22.03 - Notice

Teachers declared redundant shall be so notified not later than the April 30th preceding the August 31st on which the redundancy becomes effective. Such notice shall be forwarded to the Bargaining Unit.

22.04 - Recall

- a) Teachers declared redundant shall be rehired to fill vacant teaching positions for which they are qualified as per the Education Act, the Ontario College of Teachers Act and their respective regulations. Teachers shall be rehired in the reverse of the order in which they were declared redundant.

- b) The right of recall for redundant teachers shall terminate two years after their last day of employment with the Board. Teachers recalled within the two-year period shall maintain seniority and sick leave credits, and their continuous service with the Board shall not be broken by their period of non-employment due to redundancy.

- c) The following steps shall be followed in recalling redundant teachers:
 - i) The Board shall offer redundant teachers an available position by telephone, by courier or by personal delivery.
 - ii) Redundant teachers, within seven (7) calendar days of the date of offer, shall advise the Board in writing of their decision to accept or reject it.
 - iii) If a teacher fails to reply within the time specified or does not accept the offer, the right of recall shall be forfeited.

22.05 - Statement of Termination

Any teacher declared redundant will be given a statement that the position was terminated because the teacher was redundant.

22.06

Any teacher who has been declared redundant shall be granted a maximum of one school day without loss of pay or sick leave credits for the purpose of seeking alternative employment.

22.07 - Resignations/Retirements

Teachers who wish to terminate their employment with the Board shall give notice, in writing, to the Board on or before April 15th to be effective for August 31st. Teachers who wish to terminate their employment with the Board shall give notice, in writing, to the Board on or before October 31st to be effective for December 31st for elementary teachers or for the end of the first semester in a

secondary school for secondary teachers. By mutual consent, in writing, a teacher and the Board may agree that the teacher may retire or resign on a different date.

ARTICLE 23 – SURPLUS TO SCHOOL PLACEMENT PROCESS

23.01 - Process

The Board shall place teacher(s), who have been declared surplus on the Surplus to School List, in teaching assignments in the following manner:

- a) Teacher(s) with a full time teaching assignment who have been declared surplus in accordance with seniority shall be placed in vacant full time teaching assignments in their Family of Schools according to seniority;
- b) Teacher(s) with less than a full time teaching assignment who have been declared surplus in accordance with seniority, shall be placed in a vacant less than full time teaching assignment in their Family of Schools. In the event that an equivalent, less than full time teaching assignment is not available, the teacher shall be offered a teaching assignment that is plus or minus 10% of the teacher's existing teaching assignment in his/her Family of Schools. The offer of such an altered teaching assignment shall be done in the reverse order of seniority of the teachers so affected.
- c) In the event that no teaching assignments are available in the teacher's Family of Schools, in accordance with seniority, teacher(s) shall make a declaration regarding a choice of a teaching assignment in another Family of Schools.

23.02 - Conditions

- a) In all placements of teachers to teaching assignments from the Surplus to School List, such teachers shall hold the required qualifications as per the Education Act, the Ontario College of Teachers Act and their respective regulations at the time of the placement.
- b) (i) Teachers with full time teaching assignments shall be placed in full time teaching assignments that are available. If a full time teaching assignment is not available, such a teacher may accept a less than full time teaching assignment. If such a teacher does not accept a less than

full time teaching assignment, the teacher shall avail him/herself of his/her rights under the surplus process.

- (ii) Teachers with less than full time teaching assignments shall be placed in teaching assignments that are equivalent to the percentage of their existing teaching assignment. If such an equivalent teaching assignment is unavailable, such a teacher may accept a teaching assignment that is plus or minus 10% of his/her original teaching assignment. If such a teacher does not accept such a teaching assignment that is plus or minus 10% of his/her original teaching assignment, the teacher shall avail him/herself of his/her rights under the surplus process.

c) If a portion of a teacher's full time teaching assignment is declared surplus, the teacher shall make a declaration as to whether or not to retain that part of the teaching assignment that was not declared surplus and therefore be unaffected by the surplus process or, in the alternative, make a declaration to refuse the reduced teaching assignment and as such avail him/herself of his/her rights under the surplus process.

d) If a teacher has less than a full time teaching assignment and has a portion of his/her teaching assignment declared surplus, the teacher shall make a declaration as to whether to retain that portion of the less than full time teaching assignment that was not declared surplus and not participate in the surplus process or, in the alternative, make a declaration to refuse the reduced teaching assignment and as such avail him/herself of his/her rights under the surplus process.

e) In the event that a teacher holding a position of added responsibility is declared surplus to a school, the position(s) of added responsibility held by the teacher shall be posted and filled in accordance with Clause 3.03 – Posting. Such positions of added responsibility shall not be a part of the surplus process.

f) Family of Schools means: Pembroke/Petawawa, Madawaska, and Renfrew/Arnprior.

ARTICLE 24 – STAFFING PROCESS

24.01 - General Procedure

- a) (i) The Board shall place teachers returning from leave in teaching assignments on or before March 1st .
(ii) Teachers applying for leave pursuant to Clause 13.04 shall submit their written applications on or before March 1st .

- b) Teachers not available for a teaching assignment in the next school year, shall notify the Manager of Human Resources Services on or before April 15th.

- c) The Board shall review preliminary enrolment data and determine the teachers to be allocated to each school.

- d) The Board shall declare any redundancies and notify the affected teacher(s) on or before April 30th .

- e) The Board shall determine the teachers who are surplus to each school by seniority, school instructional needs and teacher qualifications as per the Education Act, the Ontario College of Teachers Act and their respective regulations and place such teachers on the Board Surplus to School List in order of seniority on or before May 1st.

- f) In consultation with the President of the Bargaining Unit, or designate, the Board shall consider such transfer requests and endeavour to place teacher(s) who have requested a transfer using a combination of the following factors: seniority, school instructional needs and teacher qualifications as per the Education Act, the Ontario College of Teachers Act and their respective regulations, on or before May 15th.

- g) In consultation with the President of the Bargaining Unit, or designate, the Board shall endeavour to place teachers from the Surplus to School List in vacant teaching assignments using a combination of the following factors: seniority, school instructional needs and teacher qualifications as per the Education Act, the Ontario College of Teachers Act and their respective regulations, on or before May 16th.

- h) When steps (a) through (g) have been completed, the following will occur:
 - i) Teachers declared redundant shall be rehired to fill vacant teaching assignments for which they are qualified as per the Education Act, the Ontario College of Teachers Act and their respective regulations.
 - ii) Teachers with less than a full time teaching assignment wanting an increase in percentage of teaching assignment shall be placed.
 - iii) Remaining vacant teaching assignments shall be posted in accordance with Clause 3.03 on or before August 16th.

ARTICLE 25 – JOINT BOARD / BARGAINING UNIT STAFFING COMMITTEE

25.01

A Joint Board/Bargaining Unit Staffing Committee shall be established on or before February 1st 2009 consisting of three representatives from the Board and three representatives from the Bargaining Unit.

25.02

The Parties agree that for the 2008-09 school year the Committee shall schedule two (2) meetings unless otherwise agreed by the Board and the Bargaining Unit. It is the intention of the Parties that these meetings shall be used to plan and organize for the full implementation of the Committee for the 2009-10 school year.

25.03

Commencing for the 2009-10 school year the Committee shall meet not later than November 1st in each school year and shall schedule three (3) additional meetings during the school year unless otherwise agreed by the Board and the Bargaining Unit. At the option of the Parties the scheduled meetings may be outside of the instructional day.

25.04

The Committee shall discuss and provide recommendations to the Director of Education on the following matters:

- a) the staff allocation to address the Government's class size reduction in grades 4-8 for the period 2008-12, as set out in section 8 of the Provincial Discussion Table Agreement of May 1st 2008;
- b) the development of strategy to expand secondary programming and the allocation of the additional staffing resulting from the Government's secondary programming allocation for the period 2008-12, as set out in section 10 of the Provincial Discussion Table Agreement of May 1st 2008;
- c) the assignment of staff generated by the increase in elementary teacher preparation time as set out in section 7 of the Provincial Discussion Table Agreement of May 1st 2008;
- d) the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers as set out in section 8 of the Provincial Discussion Table Agreement of May 1st 2008;
- e) addressing other Board wide staffing and workload issues as mutually agreed, in writing, by the Board and the Bargaining Unit;
- f) the existing Board wide staffing model and Board wide allocation of staff to schools including but not limited to the Secondary High Skills Major programs, Dual Credits, Student Success Teachers and Teachers for Suspended and Expelled Students Program;
- g) the best practices for a school based process for the allocation of teaching assignments by the Principal;
- h) the implementation of new Ministry of Education initiatives and programs; and
- i) the Board staffing information which is required for the operation of the Committee.

25.05

The Committee shall:

- a) monitor the use of the funding enhancement under section 12 of the Provincial Discussion Table Agreement of May 1st 2008 aimed at providing increased school safety through added supervision personnel.

ARTICLE 26 – JOINT PROFESSIONAL DEVELOPMENT COMMITTEE

26.01

A Joint Professional Development Committee, composed of two (2) representatives appointed by the Board and two (2) representatives appointed by the Bargaining Unit and mutually agreed appropriate resource staff on an advisory basis, shall be established on or before January 1st 2010.

26.02

The Parties agree :

- a) That valuable professional development is job-embedded, informed by research and done in partnership with colleagues.
- b) The success of a Catholic Professional Learning Community (CPLC) depends largely on the environment and the climate in which it is set up.
- c) CPLCs 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.
- d) A Teacher's Annual Learning Plan will inform the Professional Learning opportunities funded through this allocation as well as the CPLC.

26.03

The Joint Professional Development Committee shall:

- a) discuss and provide recommendations to the Director of Education on teacher professional development;
- b) oversee professional activities for teachers during Professional Activity days consistent with the learning goals identified in the Teachers' Annual Learning Plans other than the Professional Activity Days set aside for the purpose of assessment and completion of report cards and Christian Community Day;
- c) promote best practices and sustaining successful CPLC and monitor their implementation; and
- d) advise on the allocation and use of the funding generated by section 5 of the Provincial Discussion Table Agreement dated May 1st 2008.

APPENDIX A: Definition of Continuous Service for the purpose of calculating Retirement Gratuity

“continuous years service” means continuous service with the Board uninterrupted by resignation or termination.

“service” means, effective September 1, 1981, the total of:

- a) the period or periods of employment with salary under probationary or permanent contract with the Board and its predecessor boards up to and including August 31, 1998; and
- b) the period or periods of employment with salary as a teacher in the regular day school program in an elementary or secondary school while a member of the Ontario College of Teachers from and including September 1, 1998.

It is understood and agreed that service as an occasional teacher is not included in the above definition of service, save and except for service prior to September 1, 1981. Service from September 1, 1981 shall accrue in the ratio that the salary received from the Board bears to the salary the teacher would receive as a full-time teacher in accordance with Clause 7.01.

“Years of continuous service with the Board” shall be defined by reference to the above definitions of “continuous years service” and “service”.

In addition, the following terms and conditions shall apply in the calculation of continuous service for the purpose of retirement gratuity:

1. **FULL SCHOOL YEAR:**
 - a) **Full and Part-Time Contractual Employment:**

Each complete school year of service with salary, as defined in this Appendix, with the Renfrew County Catholic District School Board or its predecessor boards shall be considered to be one (1.0) year of continuous service.
 - b) **Partial Leaves of Absence for the Complete School Year:**

Teachers on a partial leave of absence for the entire school year shall be credited with one (1.0) year of continuous service.

- c) Full Leaves of Absence for the Complete School Year:
A full-time leave of absence for the complete school year shall not break continuous service, but it shall not be considered in the calculation of number of years of continuous service.

2. PART OF A SCHOOL YEAR:

- a) Full-Time Leave of Absence for Part of the School Year:
Teachers who are on an approved full-time leave of absence without pay (with the exception of Pregnancy/Parental Leave after October 31, 1991) for part of the school year, shall have that year of continuous service prorated to the time for which the teacher received remuneration.

Effective November 1, 1991, a leave of absence without pay for Pregnancy/Parental reasons shall be considered as continuous service.

- b) Partial Year of Employment:
Teachers who commenced employment after September 1, or who terminate employment before August 31 shall have that year of continuous service prorated to the period of time for which the teacher received salary.

APPENDIX B: Joint Consultative Committee on Changes to Article 15 (Retirement Gratuity)

The Renfrew County Catholic District School Board and the Bargaining Unit of the Ontario English Catholic Teachers' Association agree as follows:

1. On the written request of either Party a joint Board/Bargaining Unit Consultative Committee (the Committee) shall be set up with three representatives from the Board and three representatives from the Bargaining Unit.
2. The mandate of the Committee will be to examine alternatives and make recommendations for possible modifications to the existing retirement gratuity.
3. The Committee will meet as soon as possible after the said written request.
4. The Committee will forward a joint recommendation to the Board and the Bargaining Unit Negotiating Committees or the representatives on the Committee will forward separate recommendations to the Board and the Bargaining Unit Negotiating Committees.

LETTER OF UNDERSTANDING #1: Clause 3.07 (Teacher Lunch)

1. By September 15th of each school year the teaching staff and Principal at each school shall reach a mutual agreement on the implementation of the 40 minute uninterrupted duty free teacher lunch pursuant to Clause 3.07 or on the alternate arrangements.
2. In the event that the teaching staff and Principal of the school are unable to reach a mutual agreement, a committee of equal representation of Bargaining Unit and the Board shall be formed to create a solution agreeable to the teaching staff and the Principal of the school by September 30th.
3. If agreement cannot be reached by the Committee, the application of Clause 3.07 shall be as per the Collective Agreement.

LETTER OF UNDERSTANDING #2: Criminal Record Check

The Criminal Background Check (CBC) and the annual Offence declaration shall be stored in a confidential file separate from the personnel file. Unless authorized by the Municipal Freedom of Information and Protection of Privacy Act, access to this file shall be limited to:

- the Manager of Human Resources Services,
- the Secretary to the Manager of Human Resources Services,
- the Human Resources Clerk,
- the Director of Education,
- the Superintendent of Educational Services and
- the Superintendent of Business Services.

LETTER OF UNDERSTANDING #3: Benefit Improvements Effective September 1st 2010

Conditional upon approval by the Lieutenant Governor-in-Council the parties will meet by January 2010 to determine the allocation of the Board's share of the benefit enhancement funding in accordance with the Provincial Discussion Table (PDT) Agreement.

The local Bargaining Unit's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated bargaining unit, shall be excluded.

Upon written request, the Boards shall provide to the local OECTA Bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to information provided by Boards in a public procurement process.

Not later than May 1, 2010, the Bargaining Unit shall inform the Board of the benefit improvements that shall take effect September 1, 2010 on a go forward basis, as per the PDT Agreement May 1, 2008.

The cost of such improvement shall not exceed the grant for such improvements provided under the PDT Agreement – Article 17.

LETTER OF UNDERSTANDING #4: Elementary Student Achievement Committee (Workload)

On or before January 15th 2009 there shall be a meeting between the Director of Education, resource persons as determined by the Director, the President of the Bargaining Unit and additional members of the Bargaining Unit as determined by the President of the Bargaining Unit, to examine the issue of excessive elementary workload and to develop an action plan to address the issue.



Collective Agreement

Between

***The Renfrew County Catholic District
School Board***
(hereinafter called the "Board")

and

The Renfrew OECTA Bargaining Unit
(hereinafter called the "Bargaining Unit")

and

The Ontario English Catholic Teachers' Association
(hereinafter called "OECTA")

EFFECTIVE FROM

September 1st 2008 to August 31st 2012

