

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE OECTA SECONDARY  
TEACHERS' LOCAL**

**(SUDBURY UNIT)**

**FOR THE**

**SCHOOL YEARS 2004-2005, 2005-2006, 2006-2007 AND 2007-2008**



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## **Preamble**

WHEREAS, it is the common goal of the Board and the O.E.C.T.A. Secondary Teachers Local Bargaining Unit to provide the best possible Catholic educational services to the students of this community;

AND, WHEREAS, to achieve that common goal it is essential that the Board and the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit maintain the harmonious relationship which exists between them;

THEREFORE it is the desire of the Board and the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit to set forth in this agreement the salaries, allowances, benefits and any term or condition of employment as mutually agreed upon.

## **Article I - Recognition**

### **1.01**

Pursuant to the Education Act as amended and the Regulations of the Ministry of Education and Training, the Sudbury Catholic District School Board (hereinafter called the Board) recognizes the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit as the regular, sole and exclusive negotiating agent for all teachers comprising its membership.

### **1.02**

The terms of this agreement shall apply to all members of the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit.

### **1.03**

“Teacher” shall mean a “teacher as defined in the Education Act Part X.1, S.277.1:  
Part X.1 teacher means a teacher employed by the Board to teach but does not include a supervisory officer, a principal, a vice-principal or an instructor in a teacher-training institution.

### **1.04**

The O.E.C.T.A. Secondary Teachers' Local Bargaining Unit shall be composed of every Part X.1

teacher who is assigned to one or more secondary schools operated by the Board, or to perform teaching duties in respect of such schools all or most of the time excluding Occasional Teachers.

Only OECTA Secondary members will be assigned to deliver the non-credit portion of Guidance.

## **1.05**

All communication between the Board and the Association will be done through the Director of Education or designate and the President of the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit.

## **1.06**

In adherence to the philosophy of Catholic Education, employees of the Sudbury Catholic District School Board are encouraged to direct their school taxes to the English Catholic school system.

## **Article II - Duration**

### **2.01**

- (1) This agreement shall be in effect on the first day of September, 2004 and continue in force until the 31<sup>st</sup> day of August, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing within 90 days prior to the expiration date that they desire to negotiate with a view to renewal, with or without modifications of this agreement, in accordance with the Ontario Labour Relations Act.
- (2) Notwithstanding the period of notice cited in (1), either party may notify the other in writing within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- (3) If either party gives notice of its desire to negotiate amendments in accordance with Section (2), the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- (4) No changes can be made to this Agreement without the mutual written consent of the parties;

nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

- (5) No teacher shall be requested or required to perform the duties of any other teacher or employee of the Board who is engaged in a strike

## **Article III - Management Rights**

### **3.01**

- (1) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with the collective agreement and subject to the provisions of the Ontario Labour Relations Act, the Constitution Act, 1867, and in particular Section 93 thereof, and the Acts and regulations of the Ministry of Education and the Province of Ontario.
- (2) A teacher will be considered to be on probation until the teacher:
  - a) has completed two years of employment with the Board, if the teacher has less than one year of experience, as a teacher in a secondary school in Ontario before commencement of employment with the Board; or
  - b) has completed one year of employment with the Board, if the teacher has one or more years of experience, as a teacher in a secondary school in Ontario before commencement of employment with the Board.
- (3) Effective September 1, 2000 it is expected that teachers will provide two months notice of resignation for the purpose of retirement as verified by the Teachers Pension Plan.

## **Article IV - Placement**

### **4.01 - Evaluation of Qualifications**

- (1) The placement of each teacher shall be in accordance with the statements of evaluation issued by the Qualifications Evaluation Council of Ontario (QECO) based on Programme 5.
- (2) Each statement shall be accompanied by the original QECO covering letter which describes the details of the rating. The original letter will be returned to the teacher.

### **4.02 - Experience**

- (1) a) Experience shall mean the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teachers' College or Faculty of Education while teaching on an occasional basis or

on a continuous basis while employed as a Teacher with a school board constituted under the Education Act or an educational institution acceptable to the Board subject to paragraph (2), and shall be recognized in full to the nearest month as of September 1<sup>st</sup> of each year.

- b) Experience shall accumulate during all leaves for which salary is maintained and for the statutory duration of Family Medical leave, pregnancy leave and/or parental leave as defined in the Employment Standards Act of Ontario; it will be suspended during all other leaves.
- (2) With respect to teachers of Business or Technical Studies with or without an Ontario Teacher's Certificate, their related trade, industrial or business experience will be recognized as provided below.

Effective September 1, 2000 teachers who hold a Certificate of Qualification in a trade under the Trades Qualification and Apprentice Act and who possess College of Teachers qualifications to teach technological studies courses will be granted one year of teaching experience for salary purposes for each year of trade experience related to the subject to be taught and earned after trade certification but prior to employment with the Board. The courses eligible for the allowance are: Construction Technology, Manufacturing Technology, Technological Design, Transportation Technology, Communication Technology. The Board will determine the amount of trade experience to be credited.

#### **4.03 - Implementation**

- (1) A teacher who qualifies for a salary adjustment prior to September 1st in any year, will be entitled to a salary adjustment effective September 1st if he/she submits the acknowledgement of receipt of his/her application to QECO on or prior to December 31st and the Board receives the teacher's Certificate of Qualifications and revised QECO evaluation on or prior to March 1st of the following calendar year.
- (2) A teacher who qualifies for a salary adjustment after September 1st but on or prior to December 31st, will be entitled to a salary adjustment effective January 1st if he/she submits the acknowledgement of receipt of his/her application to QECO prior to March 1st and the Board receives the teacher's Certificate of Qualifications and revised QECO evaluation on or prior to May 1st of the same calendar year.
- (3) No request for a salary adjustment will be accepted after the last day in February.
- (4) When a teacher qualifies for a category improvement, the salary adjustment shall be detailed

in a covering letter from the Board.

- (5) For the purpose of this clause, documents must be received by the Board or postmarked no later than the date specified in paragraphs (1) and (2) above.

## **Article V - Salary Scales and Schedule of Allowances**

### **Preamble**

The annual salary of each teacher shall be determined according to the following salary scales and schedule of responsibility allowances.

In the case of a teacher who is teaching less than full-time the annual salary shall be prorated according to the percentage of teaching time.

### **5.01 - Salary Scales**

See Schedule "A".

### **5.02 - Method of Payment of Salaries**

Teachers annual salary will be disbursed in equal bi-weekly installments on Thursday from September to August.

For teachers teaching semester 1 only, a wrap-up will be paid out as a lump sum at the end of the semester worked. For teachers teaching semester 2 only, an adjustment will be made on the bi-weekly payments in order to enable an equalized distribution of salary over the period of work and July and August.

A teacher who is not teaching a full school year is entitled to be paid his salary in the proportion that the total number of school days for which he performs his duties in the school year bears to the total number of school days in the school year.

### **5.03 - Transportation Allowance**

Where the Board requests teachers to attend in-service meetings, or to travel during the school day, the Board shall reimburse them at the greater of the rate of 35.0 cents per kilometre or as specified in Board Policy.

### **5.04 - Conference Allowance**

- (1) Where the Board requests teachers to attend special workshops, meetings, conferences, conventions or courses (excluding additional qualifications courses, such as Religious Education Part I, II and III operated by OECTA and OCSTA) outside the District of Sudbury as Board representatives, the Board shall reimburse the teacher's expenses upon receiving the appropriate receipts as required for:
  - a) registration fee
  - b) transportation costs as approved by the Director of Education or designate
  - c) accommodation costs up to \$150.00 per day upon submission of receipts
  - d) per diem of \$50.00 (receipts not required)
- (2) Where attendance at any one of the above functions is at the teacher's request, the Board may reimburse part or all of the expenses at the discretion of the Director of Education or designate.
- (3) The Board shall attempt to replace any teacher referred to in paragraph (1) with an occasional teacher.

### **5.05 - Responsibility Allowance**

Responsibility allowance shall be paid to heads of organizational units in accordance with Article XI (Staffing Process).

### **Article VI - Benefits**

In the case of part-time teachers, the Board's contribution for benefits under clauses 6.01 and 6.02 will be prorated according to the percentage of teaching time as specified in the contract of employment.

The parties to this agreement acknowledge that the cost increase of premiums will be calculated as part of the overall costs to the Board for negotiation purposes.

The Board shall provide the Benefit Plans' Master Policies including costs by components within 15 days of being received by the Board. The parties acknowledge and recognize that the Board is not the insurer, however, the Board will maintain the coverages in the Master Policies for the life of this agreement.

### **6.01 - Extended Health Care Plan**

The Board shall pay 100% of the premiums for the Comprehensive Extended Health Care Plan in place as at September 1, 2002 which includes a \$250 vision care plan - every two (2) years, a \$2.00 deductible pay-direct drug plan, which will only cover prescription drugs and includes mandatory

generic substitution with physician override, a semi-private plan and \$50, 000.00 per year Private Duty Nursing.

#### **6.02 - Dental Plan**

- (1) The Board shall pay 100% of the premium for a dental plan which limits examinations (check ups) to every twelve (12) months for adults and every six (6) months for dependent children.
- (2) This plan will reflect the current ODA schedule in effect.
- (3) This plan will include a 50% co-insurance orthodontal and major restorative plan to a maximum of \$2,000. lifetime for each element for all family members.

#### **6.03 - Group Term Life Insurance Plan**

- (1) The Board shall provide group term life insurance equal to two times the annual earnings taken to the next higher \$1,000. and spouse coverage of \$18,000. prorated to the percentage of teaching time. The Board shall pay 100% of the premium. Teachers will have the option to purchase additional coverage to three (3) times salary at the Board Premium rate and at the teacher's expense, subject to insurability by the carrier.
- (2) Participation in this insurance plan shall be mandatory for all Teachers covered by this agreement.

#### **6.04 - Long Term Disability Plan**

- (1) The Board shall administer a Long Term Disability Insurance Plan selected by the Local Bargaining Unit of OECTA only through the collection and transfer of premiums to the insurance company and the completion of the employer's statement on the disability claim form submitted by Teachers. Participation in this plan shall be mandatory except for any teachers who elected to opt out of the Plan prior to Sept 1, 2003.
- (2) To facilitate the early identification and timely processing of LTD claims, the Board agrees to notify the Association President and carrier when an individual teacher's absence reaches fifteen (15) consecutive days.
- (3) Teachers shall pay 100% of the premiums for the plan and shall have the sole right to determine the carrier. The Association shall provide required documentation on the plan to the Board. In the event of a change in carrier the Association shall notify the Board at the

earliest opportunity and no later than 120 days prior to such change.

- (4) Article 12.03(2) and 6.07 apply to teachers on LTD.

### **6.05 - Workplace Safety Insurance Plan**

A teacher on staff who is injured in the course of his/her duty and receiving indemnity from the Workplace Safety Insurance Board (W.S.I.B.) shall be provided the opportunity to elect:

- (1) to receive his/her indemnity directly from the W.S.I.B. without deduction from his/her accumulated sick leave credits and in such case, subject to Section 25 of the Workplace Safety Insurance Act, may participate in group benefits provided in this agreement by remitting directly to the Board the full premium thereof, or
- (2) to receive from the Board his/her regular gross salary, consisting of W.S.I.B. award (advances) plus a top-up amount; the Board shall then deduct from the employee's cumulative sick leave bank, for each day of absence, the proportion of time equivalent to the top-up (salary less W.S.I.B. award) paid by the Board.

When the Teacher's cumulative sick leave credits are entirely used up, the conditions of option (1) above shall apply.

- (3) The Board shall provide the Local Bargaining Unit with a copy of the employer's report of the injury or disease (Form 7) when submitting such form to the Workplace Safety and Insurance Board with the teacher's authorization.
- (4) The Board agrees to provide to the Local Bargaining Unit and the injured teacher any return to work plan or any other prescribed information and/or correspondence between the Board and the W.S.I.B. regarding a teacher's W.S.I.B. claim with the teacher's authorization.

### **6.06 - Sick Leave Credit System**

- (1) Subject to subsection (2), a sick leave credit system is hereby established, based on twenty (20) sick leave days per year, for every teacher covered by this agreement. The Board shall, on September 1, of each school year, credit each teacher with twenty (20) days sick leave. In the case of a part-time teacher the amount of sick leave credits allowed per month will be prorated to the percentage of the week worked
- (2) Effective September 1, 1998, sick leave credits shall be granted to a newly hired teacher on the basis of two (2) days per month for the first year of the teacher's employment.

- (4) The Director of Education or his/her designate shall administer the sick leave credit plan.
- (5) The Human Resources Department shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deduction therefrom.
- (6) All teachers may accumulate unused sick leave credits.
- (7) Calculations resulting in fractions of less than one-half day throughout this plan shall be adjusted upwards to the nearest half-day.
- (8) One hundred percent of the unused portion of his/her sick leave shall be transferred to the credit of each Teacher each year as his/her accumulated sick leave credit to a maximum of 240 days.
- (9) Deduction from the Accumulated Sick Leave Credit Reserve

The sick leave credit reserve or any part thereof may be used for sick leave for any one year in addition to the sick leave credit of twenty days. In calculating the amount by which the sick leave absence reduces the Teacher's sick leave, such absences shall be deducted from the annual sick leave credit first, then when that has been used up, the accumulated sick leave credit reserve shall be drawn upon.

- (10) a) Every Teacher will notify the Board's representative or agency as designated and his/her principal of his/her absence and the probable date of his/her return. The Principal will then forward to the Board Office the Absence Form as per Board guidelines.
- b) All claims for a period of more than three (3) consecutive days, whether that claim be for annual sick leave credit or for sick leave credit reserve, must be properly supported by a doctor's certificate to be in the hands of the Board within ten (10) consecutive days following the commencement of sick leave or upon release from the hospital, if the Teacher is hospitalized.
- c) When a pattern of absenteeism occurs, a Teacher shall furnish, whenever requested by the Board to do so, a doctor's certificate at the Board's expense to support his/her claim and the Board at its discretion shall have the right to have the Teacher examined by a doctor selected by the Board. Factors that the Board shall consider in selecting a doctor, shall include the Teacher's preference for the sex of the doctor, if expressed.

- (10) All payments to Teachers under the plan shall be computed on the basis of the rate of the regular salary such Teacher is, or would be receiving at the time the absence occurs.
- (11) A teacher with a pregnancy related illness may use Article 6.06(8). A teacher with pregnancy related illness following delivery may use Article 6.06 (8) for up to 30 working days.
- (12) Where a teacher has used the twenty (20) day annual leave and the teacher's entire accumulated sick leave, the Director of Education may use his/her discretion in regards to payment of salary if the teacher requires additional sick leave.
- (13) When a teacher employed by a School Board that has established a sick leave credit plan is hired by the Board, the Board shall place to the credit of the teacher the sick leave credits standing to the credit of the teacher in the plan of the first mentioned Board subject to the limit of 240 days in the Board's plan, as required by Section 180 of the *Education Act*.

### **6.07 - Teachers on Leaves of Absence Without Salary**

Teachers on leaves of absence without salary (excluding pregnancy/parental and Family Medical leave) shall be permitted to remain with the various group plans as outlined in the contract but with the provision that the teacher will be responsible for 100% of the cost of the premiums. The full amount of the premiums for such coverage will be paid monthly by automatic bank withdrawals authorized by (voided) cheque.

### **6.08 - Early Retirement Incentive Plan**

#### **Preamble**

The provisions of this article shall apply only during a time of projected teacher redundancies and, in all cases, the total number of applications allowed shall not exceed the number of redundant teachers declared under Article 11.01 herein.

- (1) A teacher who is eligible to retire on a reduced superannuation pension may elect to retire prior to reaching the age of 65 years.
- (2) Eligibility is restricted to teachers
  - a) with a minimum of 10 years experience with the Board,
  - b) who are at the maximum in their salary category, and
  - c) who submit an irrevocable application to the Board by April 10th for retirement effective between June 30<sup>th</sup> and August 31st of the same year and December 10<sup>th</sup> for retirement effective January of the following year.

- (3) A maximum of 3 teachers shall be eligible for the plan.
- (4) Approval for requests shall be governed by seniority.
- (5) Access to the plan shall be limited to retirements on or before August 31st, 2005.
- (6) The financial incentive shall be 5% of the annual salary per year of early retirement to a maximum of 25% of annual salary on the date of retirement.
- (7) The early retirement incentive shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the teacher and the Board upon submission by the teacher to the Human Resources Department of written confirmation of the granting of a pension by the Teacher's Pension Plan Board.

#### **6.09 - Liability Insurance**

The Board shall continue to effect and keep in force an adequate policy or policies of insurance, insuring each teacher in its employ when acting in the course of such teacher's employment, including any Board approved activity organized by the school, in or out of school hours, against liability in respect of any claim for damages or personal injury.

#### **6.10 - Retiree Benefits**

- (1) For current and future retired employees who have had 15 or more years of continuous service with the Board, the Board agrees to contribute 100% of the total premium cost for the following plans until such employees attain 65 years of age.
  - a) Comprehensive Extended Health Care which includes the semi-private plan and a prescription drug plan with annual deductible of \$25.00 single and \$50.00 family with eye glass subsidy of \$150.00 every two (2) years.
  - b) The provisions of this article apply only to a person who:
    - i) has applied within ten years of normal retirement for a service pension from the Teacher Pension Plan Board; or
    - ii) has applied for a Teacher Pension Plan Board Disability Pension.
- (2) Teachers retired from teaching with the Board may continue to have access to the group coverage plans under articles 6.01, 6.02 and 6.03. The full amount of the provisions for such coverage will be paid by monthly automatic bank withdrawals authorized by (voided)

cheque. It is understood that retired employees form a separate group with respect to plan administration, experience and premium schedules.

- (3) The surviving spouse of a deceased teacher, including a retired teacher, shall be entitled to continue coverage under 6.01 and 6.02 as the case may be, in the Board's group insurance plans for a period not exceeding the earliest of the date on which the teacher would have reached the age of 65 years, the date on which the surviving spouse reaches the age of 65 years or the date on which the surviving spouse remarries. It is understood that a surviving spouse who maintains coverage will form part of the retired teacher group with respect to plan administration, experience and premium schedules. It is further understood that the surviving spouse will pay the full cost of premiums by monthly automatic bank withdrawals authorized by (voided) cheque.

### **6.11 - Annual Deposit**

- (1) Any teacher covered under Article 1.03 of this Collective Agreement, may receive benefits either under this Article or under Article 6.12. (Sick Leave Credit Gratuity) Participation in either plan has no effect on the Sick Leave Credit System 6.06.
- (2)
  - a) A teacher may choose to receive benefits under this Article in lieu of Article 6.12 at any time up to the first ten (10) years of service however once the employee opts for the Annual Deposit Plan, the choice is final and may not be reversed.
  - b) Each year employees shall be sent an election form by October 31 in order to apply by December 31 to opt for the Annual Deposit Plan. To assist teachers in making their selection, a personalized data sheet comparing the plans shall be included by the Board.
- (3)
  - a) The Board shall contribute a lump sum calculated as the number of years of Board Experience in a position covered by this collective agreement multiplied by the annual contribution rate to the maximum contribution (refer to contribution schedule).
  - b) A teacher who receives a lump sum that is less than the maximum contribution will continue to receive annual contributions as per the contribution schedule until the maximum contribution is reached.
  - c) The contribution shall be made on August 31 following the date of the teacher's request and on August 31 every year thereafter (maximum 10 years) following the completion of a minimum of five (5) months of teaching in any one school year.

- (4) The annual/maximum contribution amount is determined by the number of years of Board Experience the employee has as of August 31st at the end of the school year in which the employee opts for the Annual Deposit Plan.

Contribution Schedule

Board Experience Years (as of Aug 31st)	Board Contribution	
	Annual	Maximum
0.0 to 3.9	\$700.00	\$7,000.00
4.0 to 5.9	900.00	9,000.00
6.0 to 7.9	1,000.00	10,000.00
8.0 to 9.9	1,100.00	11,000.00
10.0+	1,200.00	12,000.00

- (5) A teacher who resigns from the employment of the Board and who is later rehired will receive contributions under paragraph (3) for the difference between the amount previously contributed by the Board and the maximum contribution, if any. Such teacher will not be entitled to additional contributions under this Article and will not be entitled to benefits under Article 6.12.
- (6) The Board shall deposit any contribution required under this Article into an account designated by the teacher and held at a chartered bank, credit union or caisse populaire.
- (7) The Board shall assist employees who participate in the Annual Deposit Plan by establishing a payment schedule that optimizes their RRSP contribution room. Any payments withheld for such purpose shall be paid with interest at the rate of interest earned by the Board
- (8) Prior to any teacher choosing to accept an annual deposit under this clause, the teacher shall consult with the Local Bargaining Unit and indicate their intention in writing.
- (9) The Board shall provide to the Local Bargaining Unit the list of employees who have opted for the annual deposit plan each semester.
- (10) In the event of the death of a teacher before receiving the full amount of the lifetime

contribution, the annual contribution amount plus any amount held by the Board on behalf of the employee for the current year will be paid to the teacher's estate.

#### **6.12 - Sick Leave Credit Gratuity**

- (a) A teacher qualified under paragraph (b) to receive a sick leave gratuity will receive a gratuity as follows:

10 years service, 10% of cumulative sick leave credit (with a maximum accumulation of sick leave credits of 200 days) x 1/200<sup>th</sup> of annual salary at date of retirement from teaching:

11 years service, 12% x 1/200<sup>th</sup> of annual salary

12 years service, 14% x 1/200<sup>th</sup> of annual salary

13 years service, 16% x 1/200<sup>th</sup> of annual salary

14 years service, 18% x 1/200<sup>th</sup> of annual salary

15 years service, 20% x 1/200<sup>th</sup> of annual salary

16 years service, 22% x 1/200<sup>th</sup> of annual salary

17 years service, 24% x 1/200<sup>th</sup> of annual salary

18 years service, 26% x 1/200<sup>th</sup> of annual salary

19 years service, 28% x 1/200<sup>th</sup> of annual salary

20 years service, 30% x 1/200<sup>th</sup> of annual salary

21 years service, 32% x 1/200<sup>th</sup> of annual salary

22 years service, 34% x 1/200<sup>th</sup> of annual salary

23 years service, 36% x 1/200<sup>th</sup> of annual salary

24 years service, 38% x 1/200<sup>th</sup> of annual salary

25 years service, 40% x 1/200<sup>th</sup> of annual salary

26 years service, 42% x 1/200<sup>th</sup> of annual salary

27 years service, 44% x 1/200<sup>th</sup> of annual salary

28 years service, 46% x 1/200<sup>th</sup> of annual salary

29 years service, 48% x 1/200<sup>th</sup> of annual salary

30 years service, 50% x 1/200<sup>th</sup> of annual salary

Partial years of service shall be rounded to the nearest month. For each month of service over the number of completed years of service 0.2% shall be added to the % provided for in this paragraph.

- (b) Saving any rights which the teacher may have acquired prior to this date and by virtue of Section 180, subsection 1 of the Education Act, R.S.O. 1990, c.E.2., and amendments thereto, after ten (10) years service with the Board:

- i) the teacher who is retired from the Board, and qualifies for, and is in receipt of a

pension from the Ontario Teachers' Pension Plan Board;

- ii) the teacher who retires from the Board and who elects to transfer the commuted value of their pension to another retirement savings arrangement in accordance with the provisions of the Teachers' Pension Act will be deemed to have retired on pension for the purpose of qualifying for a retirement gratuity if their date of retirement is within one (1) year of the date they would have qualified to receive an unreduced pension from the Teachers' Pension Plan;
  - iii) Where the Director of Education permits at his/her discretion on compassionate grounds, the teacher who retires from the Board and/or who elects to transfer the commuted value of their pension to another retirement savings arrangement in accordance with the provisions of the Teachers' Pension Act will be deemed to have retired on pension for the purpose of qualifying for a retirement gratuity, and the Director's decision will not be grievable.
- (c) In the event of the death of a teacher either before or after retirement but before recovering the full benefits of the accumulated sick leave as provided under subparagraph (a), such remaining benefits shall be paid to the teacher's estate.
- (d) All benefits provided under subparagraph (a) shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the teacher and the Board upon submission by the teacher to the Manager of Human Resources or designate, of written confirmation of the granting of a pension or a commuted value transfer by the Ontario Teachers' Pension Plan Board.

## **Article VII - Grievance Procedure**

### **7.01 - Definitions**

- (1) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement, and is identified as one of the following:
- a) An individual grievance is a grievance lodged by or on behalf of one covered by this collective agreement, or
  - b) A group grievance is a grievance lodged on behalf of two or more members covered by this collective agreement by the Local Bargaining Unit upon a common issue, or lodged by the Board against two or more members covered by this collective agreement upon a common issue, or,

- c) A general grievance is a grievance lodged by either party, other than under a) or b) above.
- (2) A party is:
- a) the Bargaining Unit;
  - b) The Board.
- (3) A member is a teacher in the employ of the Board and who is covered by this collective agreement.
- (4) Days shall mean business days unless otherwise stated.

### **7.02 - Solution of Problems Discussed at the Administrative Level**

- (1) It is felt that most problems can be solved satisfactorily at the administrative level by contacting the Superintendent of Education or designate.
- (2) The parties may proceed to a process of consultation within five (5) days of the initial contact made in 7.02(1) whereby a meeting may be arranged which shall include a member of administration, the member involved, the President or designate of the Local Bargaining Unit and any other persons who may be of assistance in arriving at a satisfactory resolution to the problem.

### **7.03 - Procedure for Individual Grievances**

#### **STEP I**

- (1) In the case of an individual grievance, the member or Local Bargaining Unit initiating the grievance shall make a written statement containing:
  - a) a description of how the alleged dispute is grievable as defined in clause 7.01 (1) (a);
  - b) the circumstances giving rise to the grievance, and the matter complained of;
  - c) the relief sought; and
  - d) the signature of the grieving member and of the duly authorized official of the Local Bargaining Unit, when applicable;and deliver same to the Superintendent of Education or designate within fifteen (15)

days of the meeting, under clause 7.02, should the Superintendent of Education have been contacted within fifteen (15) days of the occurrence.

- (2) The Superintendent of Education or designate shall reply in writing within 10 days following receipt of the signed grievance under paragraph (1) above. If prior to such reply, a meeting is desired by either the grieving member or the Board, such meeting shall be held between the grieving member who may be accompanied by a representative of OECTA and the Superintendent of Education or designate who likewise may be accompanied by another Board designate.

## **STEP II**

- (1) If a satisfactory settlement is not reached at Step I, the grieving member or OECTA, with the grieving member's written consent, may request within ten (10) days of receipt of the reply of the Superintendent of Education or designate, that the grievance be referred to the Director of Education for a meeting. This meeting will be held within ten (10) days of receipt of such request, at which time the grieving member may be accompanied by a representative of OECTA who may attend to bring evidence and discuss the matter.
- (2) The Director of Education shall render his/her decision in writing within ten (10) days following the meeting.

## **STEP III**

If the reply of the Director of Education is not satisfactory, OECTA may, within ten (10) days of the receipt of the reply, request in writing that the matter be referred to arbitration for adjudication. In situations where the employment relationship is in jeopardy, OECTA may request, in writing, that the matter be referred to the Committee of the Whole Board.

If a satisfactory settlement is not reached at STEP I, OECTA may decide to refer the matter immediately to arbitration for adjudication.

### **7.04 - Procedure for General and Group Grievance**

The following steps shall be taken by a party in the case of a general or group grievance. A general or group grievance may be filed by either the Local Bargaining Unit or the Board and either party may decide at which step the procedure will begin.

A general grievance or group grievance shall be initiated within 30 calendar days from the date of the occurrence giving rise to such grievance.

## **STEP I**

The party initiating the grievance shall make a written statement containing:

- (1) a description of how the alleged dispute is grievable as defined in clause 7.01 (1) (b) or (c);
- (2) the circumstances giving rise to the grievance, the matter complained of and the name of the teacher(s) involved;
- (3) the relief sought; and
- (4) the signature of the duly authorized official of the party making the grievance; and deliver same
  - a) to the Superintendent of Education or designate
  - b) to the President of the Local Bargaining Unit

as the case may be, who shall, within 10 days of receipt of same, reply in writing.

## **STEP II**

If the reply of the Superintendent of Education or designate or the President of the Local Bargaining Unit is not acceptable, the party making the grievance may within ten (10) days of receiving such reply, request in writing that the matter be referred to arbitration for adjudication.

The timeline for requesting arbitration may, by mutual agreement, be extended if both parties agree to refer the matter to the Director of Education in the interim who shall provide a written reply within ten (10) days following a meeting at which both parties shall have been heard. In such circumstances, if the reply made is not acceptable, the party making the grievance may, within ten (10) days of receiving such reply, request in writing that the matter be referred to arbitration for adjudication.

### **7.05 - Arbitration**

- (1) The party desiring Arbitration shall, within the time lines above, notify the other party in writing both of its desire to submit the grievance to arbitration and of its choice to submit the matter either to a single arbitrator or to a three-member Arbitration Board. The notice will also contain the name of the first party's nominee as single Arbitrator or its appointee to a three-member Arbitration Board. The recipient of the notice shall, within ten (10) days of receipt of the notice, inform the other party:
  - a) where a single Arbitrator has been requested, either that it accepts the other party's nominee or of the name of its own nominee.

- b) where a three-member Board has been requested, the name of its appointee to such Board.

If single arbitration has been selected but the parties fail to agree within ten (10) days on the nominee, the appointment shall be made by the Minister of Labour on the request of either party. If the appointees to an Arbitration Board fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour at the request of either party. The single Arbitrator or the three-member Board, shall hear representations by the parties and/or representatives and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any member or members affected by it. The decision of majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs.

- (2) The Arbitrator or three-member Board shall not by decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.
- (3) It is anticipated that the single Arbitrator or three-member Board will make every effort to render its written decision thirty days from the date of the completion of the hearing of the grievance.
- (4) Cost of Arbitration:

The fees for a single Arbitrator, or a chairperson of a three-member Board, shall be shared equally by the parties. Each party shall bear the cost of its own appointee on a three-member Arbitration Board.

#### **7.06 - Expedited Arbitration**

- (1) Notwithstanding the procedure above, either party may request access to Expedited Arbitration under Section 49 of the *Ontario Labour Relations Act*.
- (2) The names of the following Arbitrators shall serve as Chairs for a panel of arbitrators for the duration of the agreement:  
  
Richard Brown  
Nimal Dissanayake  
Robert Howe  
Brian Keller  
Susan Tacon
- (3) The parties are to canvass the above Arbitrators in rotation, beginning with the name following that of the last Arbitrator agreed upon, to determine the first Arbitrator who has

an available date within 30 days to act as Chair of a Board of Arbitration. It is the responsibility of the parties to secure the attendance of their own nominee and counsel on the specified day.

- (4) Additional names may be added to the panel of arbitrators by mutual consent of the both parties to this agreement.

### **7.07 - Time Limits**

Time limits may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by registered mail or delivery by hand to the party's representative within set time limits shall be considered as complying with the time limits. Receipt of a document shall be on the day it is delivered, if hand delivered to a party or on the third day following its postmark, if forwarded by registered mail.

### **7.08 - No Reprisals**

There shall be no reprisals of any kind taken against any person because of participation in a grievance or arbitration procedure under this Agreement.

## **Article VIII - Seniority Lists**

### **8.01 - Seniority Defined**

- (1) As of September 1, 2001, seniority shall, for the purpose of this agreement in establishing priority among teachers who are employed by the Board and teaching at the secondary level with the Board, mean the length of time since the most recent effective start date as stated in the letter of offer of employment.
- (2) Seniority accumulated in the Local Bargaining Unit with the Sudbury Catholic District School Board prior to September 1, 2001 shall be recognized on the basis of the formula and seniority list applicable on August 31, 2001.
- (3) For the purpose of the tie breaker, "continuous employment" shall mean the continuous employment with the Board since the most recent effective start date in the Local Bargaining Unit where "continuous employment" shall include:
- a) exchange teaching
  - b) loan to DND

- c) Federation leaves
- d) any and all leaves taken with the approval of the Board
- e) leaves for lengthy illness

### **8.02 - Seniority List Established**

- (1) Each teacher employed by the Board and teaching at the secondary level with the Board shall be placed on the seniority list. If a teacher is not employed full-time, the appropriate fraction will be indicated on the seniority list.
- (2) The Seniority List shall be established by the Board in consultation with the Local Bargaining Unit.
- (3) The Seniority List shall be continuously updated with a copy thereof provided to the Local Bargaining Unit October 30, January 31, and April 30.
- (4) Part-time teachers shall not be pro-rated.

### **8.03 - Criteria for the Establishment of the Seniority List**

- (1) Seniority shall be established within Grade 9 to Grade 12 on the basis of the most recent effective start date with the Board in the Local Bargaining Unit as per Article 8.01. The seniority list shall be based on the length of time since the most recent effective start date with the Board in the Local Bargaining Unit.
- 2) Should there be a tie in seniority, the following shall be used as a tie breaker in descending order:
  - a) where the teachers have the same seniority, the length of continuous employment with the Board from the the most recent effective start date with the Board as defined in article 8.01 shall be the first tie breaker to establish ranking;
  - b) where the teachers have the same seniority under (2) (a) the order on the list shall be determined on the basis of total teaching experience with the Board or its predecessor boards; then,,
  - c) where teachers have the same seniority under (2) (a) and (b) the order on the list shall be decided upon the basis of total teaching experience in Ontario; then,
  - d) where teachers have the same seniority under (2) (a) (b) and (c) the order on the list shall be decided upon on the basis of total teaching experience in Canada; then,

- e) where teachers have the same seniority under (2) (a) (b) (c) and (d) the order on the list shall be decided on the basis of QECO rating; then
  - f) where teachers have the same seniority under (2) (a), (b), (c), (d) and (e) the order on the list shall be decided by lot drawn in the presence of the President of the Local Bargaining Unit or designate
- (3) Secondary school teachers hired by the Board from the Sudbury Board of Education due to the financing of Catholic secondary schools will be credited all of the seniority they have accumulated while in the employ of the Sudbury Board of Education.

#### **8.04 - Day School Continuing Education Seniority List**

- (1) Each Continuing Education teacher teaching Day School Continuing Education credit courses shall be placed on a seniority list.
- (2) The seniority list shall be established by the Board in consultation with the Local Bargaining Unit.
- (3) The seniority list shall be updated each year as of September 30th and a revised copy thereof provided to the Local Bargaining Unit as of October 30th.
- (4) Effective September 1, 1997, criteria for determining the ranking of teachers on the seniority list will be the most recent continuous teaching experience with this Board as defined in Article 8.04(1).
- (5) Part-time teachers shall not be pro-rated

#### **8.05 - Criteria for the Establishment of the Day School Continuing Education Seniority List**

- (1) Seniority shall be established within the Day School Continuing Education component of the Board as follows:
  - a) the seniority list shall consist of the names of teachers in decreasing order of years of continuous employment;
  - b) where the teachers have the same length of continuous employment with the Board from the effective date of employment, the order on the list shall be determined on the basis of total teaching experience with the Board or its predecessor boards; then,
  - c) where teachers have the same seniority under (1) a) and b) the order on the list shall be decided upon on the basis of total teaching experience in Ontario; then,

- d) where teachers have the same seniority under (1) a), b) and c) the order on the list shall be decided upon on the basis of total teaching experience in Canada; then,
- e) where teachers have the same seniority under (1) a), b), c) and d) the order on the list shall be decided on the basis of QECO rating; then,
- f) where teachers have the same seniority under (1) a), b), c), d) and e) the order on the list shall be decided by lot drawn in the presence of the President of the Local Bargaining Unit or designate.

### **8.06 - Right to determine Number of Religious Teachers**

In order to maintain classes at the Secondary Level in cooperation with religious orders, it is accepted that the Board in consultation with the religious order of each institution will have the right to determine yearly the number of religious teachers to be employed in Grades 9 to OAC.

### **Article IX - Staffing Formula**

#### **9.01 - Determining Requirements**

- (1) Staffing projections will be determined based on March 31<sup>st</sup> projected enrollments.  
The full year staffing compliment will be calculated at 98% of the March 31<sup>st</sup> projected enrollment.  
Staffing adjustments will be made on the second Friday of the new school year using 98% of the actual enrollment numbers on that date. All information pertinent to determining staffing allocations shall be shared by both parties.
- (2) The number of F.T.E. classroom teachers required in the secondary system, except for the Alternative Program, shall be calculated according to the following formula:

(i) 
$$\frac{A \times C}{B \times D}$$

Where:

A = Number of regular program F.T.E. students at 98%

B = Average class size as regulated by the Ministry of Education

C = Per pupil credit load to a maximum as regulated by the Ministry of Education

D = Teaching load as regulated by the Ministry of Education (6 of 8)

For the purpose of staffing for semester 1 or 2 the Board will use the previous year's pupil credit load for the same semester for determining C.

- (ii) Resource Allocation:

Special Education Resource teachers will be assigned on the basis of 1.00 FTE Resource teacher for each 750 regular program students (excluding students earning credit in resource, and students in the alternative program).

(iii) Self-Contained/Special Education Allocation:

(a) Special Education class teachers will be assigned on the basis of 1.00 F.T.E. teacher for each full-time special education class (Life Skills, Developmental).

b) The target number of students per section in the comprehensive sections will be sixteen (16) students.

c) The target number of students per section in the life skills, developmental class will be ten (10) students.

(iv) Student Success Allocation

a) The target number of students per section in the locally developed/essential and student success programs/learning strategies will be sixteen (16) students.

b) Prior to the new school year the student success teacher allocation at each school will be reviewed with the Local Bargaining Unit.

v) Guidance Allocation:

There shall be five (5) Guidance teachers assigned in the system. Assignments to schools will be determined by the Superintendent of Education in consultation with the school principals. The assignment shall be reviewed by the Local Bargaining Unit

(vi) The sum of staff allocations in Article 9.01 shall be rounded up to the nearest fraction of an FTE teacher.

(3) There shall be one (1) teacher librarian assigned in the system.

(4) Additional teachers per school to be allocated by the Principal in consultation with the Superintendent of Education.

## 9.02

The President of the Local Unit and the Superintendent of Education will meet prior to the beginning of each semester to review class size.

## **Article X - Organizational Units**

### **10.01 - Identification of Departments**

The Organizational Units in the secondary schools shall be structured as per Schedule “C”.

### **10.02 - Program Leaders**

Each Organizational Unit will be led by a teacher who will be designated as a Program Leader as defined in Schedule “C”.

### **10.03 - Special Considerations**

Organizational Units structure and leadership will be in accordance with Schedule “C”.

## **Article XI - Staffing Process**

### **11.01 - Redundancy Determined**

- (1) Redundant teachers shall be those in excess of projected staffing requirements as determined by Article IX and recognizing the need for reasonable flexibility in determining the number of redundant staff.
- (2) Redundant positions will be determined on a system-wide basis from Grade 9 to 12 by April 15.
- 3) Procedure
  - a) Teachers will be declared redundant strictly in order of reverse seniority.
  - b) Teachers to be declared redundant will be notified in writing by April 15. The letter will state that the reason for the termination of the teacher's employment is a decrease in enrolment. The letter will also inform redundant teachers of the provisions of this Collective Agreement that could lead to their re-employment.
  - c) Before redundancy letters are issued, the Superintendent of Education or designate will review with the President of the Local Bargaining Unit and one other member of the executive, the administration of Article 11.01.
  - d) Where there is to be an exchange of data that will be required for any meeting between the parties, the parties will meet for the express purpose of exchanging such data if requested by either party. Required explanations of the data will be given at this information session.

### **11.02 - Surplus to the School**

- (1) For the purpose of the staffing process, itinerant staff will be assigned 100% in the school where the majority of their teaching assignment occurs during the current school year.
- (2) In the event that a teacher's assignment during the current school year is equal between schools the teacher's school will be determined by lot.
- (3) A teacher surplus to the school shall be a teacher for whom no position (in accordance with Article 9.01) will be available in the present school in the upcoming school year. Where possible surplus will be declared based on the lesser of a teacher's contract time, 50% or 100%.

- (4) The Principal and Superintendent of Education will designate surplus teachers who shall thereafter be available for transfer (A.F.T.) by April 30.
- (5) Seniority with the Board shall be the determining factor where, in declaring a teacher surplus to the school, skill professional training and qualifications are deemed to be satisfactory subject to the right of the Board to retain sufficient qualified teachers to meet program requirements.
- (6)
  - a) Before letters are issued declaring teachers surplus to the school, the Superintendent of Education or designate will review with the President of the Local Bargaining Unit and one other member of the executive, the Administration of Article 11.02.
  - b) Where there is to be an exchange of data that will be required for any meeting between the parties, the parties will meet for the express purpose of exchanging such data if requested by either party. Required explanations of the data will be given at this information session
- (7) Teachers employed on a permanent status who are declared surplus to the school will be offered, prior to May 15, the position of the least senior teacher in the system who has a timetable for the upcoming school year which the surplus teacher is qualified to assume or will become so qualified at the time the appointment becomes effective. The Board will accommodate the senior AFT teacher in accordance with the modalities outlined in schedule "B".
- (8) The teacher so displaced in Article 11.02 (7) shall be declared surplus. Surplus teachers who have not obtained a position by May 15 will be declared redundant subject to the right of recall.
- (9) Prior to effecting the displacement process outlined in 11.02 (7), the parties agree to meet and consider alternatives in order to minimize its impact.

### **11.03 - Posting**

- (1) All vacancies in secondary schools for the following school year will be posted periodically between April 15<sup>th</sup> and the 3<sup>rd</sup> working day in June. Applications for the posted positions will be received until the 4<sup>th</sup> working day following the date of the posting. Applications will be supported by evidence of required qualifications. Vacant positions remaining after June 3 and new vacancies occurring after June 3 will be posted prior to June 30 and for a period of 4 working days.
- (2) Vacancies in semestered schools will be posted periodically between December 1<sup>st</sup> and the third working day in January for vacancies in the second semestered. Applications for the posted positions will be received until the 4<sup>th</sup> working day following the date of the posting.

Applications will be supported by evidence of required qualifications.

- (3) All first and newly created positions in secondary schools occurring at other times than those listed above during the present school year, will be posted in secondary schools as they arise, plus one subsequent domino posting.
- (4) Posted positions and/or resulting vacancies will be filled thereafter in the following order:
  - a) Secondary teacher(s) A.F.T. and consideration of the applications for posted positions from teachers employed in the Secondary panel who are not redundant.
  - b) Secondary teachers declared redundant within the Board.
  - c) In the event that a posted position and/or resulting vacancy remains vacant at the secondary level, where qualifications, abilities and skills are equal, preference shall be given to teachers teaching Day School Continuing Education credit courses who have applied to the posting.
  - d) Teachers from outside the Secondary Local Bargaining Unit.

#### **11.04 - Voluntary Specific Site and Term Transfer Request**

- (1) Upon written application prior to March 31st of any school year a teacher may request a specific site and term transfer for the following school year or a portion thereof (semester). Such requests shall not be for a period of longer than two (2) school years. The Board shall consider all requests made pursuant to this article in consultation with the Local Bargaining Unit and prior to initial surplus declarations as per Article 11.02 of this agreement. Such transfer shall only take effect with the express approval of the teacher making the application, the Board, and the Local Bargaining Unit. Furthermore it is understood that a teacher transferred pursuant to this Article retains the option of return to the originating school and position, within the same subject area and discipline, subject to the criteria of the staffing process.
  - a) In the case of a single semester transfer, written notice is given by the teacher to the Board and the Local Bargaining Unit not later than November 30th in the case of a second semester and not later than March 31st in the case of a first semester transfer.
  - b) In the case of a full one or two school year transfer, written notice is given by the teacher to the Board and the Local Bargaining Unit by March 31st of the year in which the applied for term finishes.
- (2) Notwithstanding the above the term of transfer to a specific site may be extended if it is agreed

between the teacher affected, the Board and the Local Bargaining Unit. This clause lapses at the termination of this agreement unless it is expressly agreed to between the Parties to continue its application.

### **11.05 - Transfer of Staff Members without their Expressed Request**

- (1) No staff member shall be transferred from one school or position to another except for reasonable cause.
- (2) The transfer shall be discussed with the staff member concerned prior to the proposed transfer and official notice shall be given in writing.
- (3) When such a transfer is due to a teacher being surplus in a school the Board agrees to make every effort to arrange a transfer which is mutually satisfactory.
- (4) Between May 24<sup>th</sup> and June 20<sup>th</sup> for semester I and between January 15<sup>th</sup> and January 31<sup>st</sup> for semester II of each year, should a position for the following school year become available in a school where a teacher had been declared surplus to the school, the surplus teacher will be offered this newly vacant teaching position subject to seniority and required skills, professional training and qualifications.
- (5) Should such a transfer not be agreeable to the staff member concerned he/she shall have the right to appeal the decision individually or through his/her authorized representatives to the Director of Education.

### **11.06 - Procedure for Staff Reduction**

The following procedures will be used when a reduction of staff is necessary.

- (1) This order shall be used in reducing staff:
  - a) Normal attrition
  - b) Probationary teachers
  - c) Permanent teachers
    - i) Seniority in the Bargaining Unit will be the determining factor where in the reduction of permanent teachers, skill, professional training and qualifications are satisfactory.
- (2) Subject to the provisions of 11.03 (4), where the Board has terminated the employment of any certificated teacher(s) as a result of staff reduction, it shall, when making new appointments to the staff, first offer such available positions to those eligible teachers who were terminated

for reason of staff reduction. These re-appointed teachers shall retain all conditions of tenure which would have prevailed had service not been terminated.

### **11.07 - Right of Recall**

- (1) Teachers declared redundant in accordance with Article 11.01 will be placed on a list, Secondary Recall, in the order of their placement on the Secondary seniority list. A teacher on the Secondary recall list will be rehired in order of seniority provided that the teacher has the required qualifications to fill the position or will become qualified prior to the commencement of the teaching position. In the event that the Board plans to recall a teacher who is not the most senior teacher on the recall list, by reason of qualification or available timetable, the Board and the Branch Affiliate shall meet to determine whether the situation can be mitigated in favour of a senior teacher by restructuring of proposed timetables in a manner that maintains course availability. If such is the case the Parties undertake to effect such timetable restructuring as is necessary.
- (2) Subject to the provisions of article 11.03 (4), any teaching position which becomes available will be offered to teachers on the recall list by verbal contact on the condition that they provide the Superintendent of Education or designate with an address and telephone number where they can be reached if other than their regular address and telephone number. They will be given 24 hours to accept or reject the position. If a teacher cannot be contacted verbally, a registered letter will be forwarded to his/her last address known to the Board. The teacher will be expected to advise the Board of his/her acceptance of the position within ten (10) calendar days of the mailing of the registered letter.
- (3)
  - a) Refusal to accept a position of at least equal time will result in the teacher maintaining his/her position on the recall list for recall purposes. The redundant teacher will be offered a choice of positions available for which he/she is qualified or will be so qualified at the time the appointment becomes effective.
  - b) If a teacher on the recall list accepts a part-time position because a full-time position is not available, that teacher shall be offered the first full-time position that becomes available for which the teacher is qualified, or will be so qualified at the time the appointment becomes effective.
- (4) “Continuous Employment” will not increase for the period of time a teacher is on the recall list. For the purposes of Article 8.01, a teacher recalled from the “recall list” shall maintain their effective start date as if they had not been declared redundant.
- (5) Once a teacher is rehired all seniority and benefits will be restored.
- (6) If a teacher claims to be unable to accept a position at the time of recall due to illness, the

Board at its discretion shall have the right to have the teacher examined by a doctor selected by the Board.

- (7) Teachers shall be on the recall list for a period of five (5) years from the date of termination of employment under Article 11.06

### **11.08 - Appointments of Teachers to Positions of Responsibility**

The appointment of teachers to positions of responsibility is done at the discretion of the Board and in accordance with the Education Act.

Positions of Responsibility are defined as Program Leader and Co-ordinator.

#### Program Leader Positions:

- (1) All positions of responsibility for Organizational Units shall be posted in accordance with Article 11:03.
- (2) Appointment of teachers to positions of Program Leader shall be for a period of one year. If a position becomes vacant during the year, it shall be posted and filled for the remainder of the term.
- (3) Teachers appointed as Program Leader of an Organizational Unit in a specific school must be assigned a teaching timetable in that school in each semester of that school year.
- (4) Notwithstanding paragraphs 1, 2 and 3 however, the appointment of teachers as Program Leaders in charge of Organizational Units does not prevent them from being affected by the normal application of the provisions of Articles 11:01, 11:02, 11:07 (Redundancy, Surplus and Recall Provisions).
- (5) Teachers who are employed as Program Leaders shall receive a responsibility allowance as follows:

Effective August 31, 2002		\$3,821.88
<u>Effective August 31, 2004</u>	<u>4.8%</u>	<u>\$4,005.83</u>
<u>Effective September 1, 2004</u>	<u>2.0%</u>	<u>\$4,085.44</u>
<u>Effective September 1, 2005</u>	<u>2.0%</u>	<u>\$4,167.15</u>
<u>Effective September 1, 2006</u>	<u>2.5%</u>	<u>\$4,271.33</u>
<u>Effective September 1, 2007</u>	<u>3.0%</u>	<u>\$4,399.47</u>
<u>Effective August 31, 2008</u>	<u>0.7%</u>	<u>\$4,430.26</u>

#### Co-ordinator Positions:

- (1) All positions of Co-ordinator shall be posted in accordance with Article 11:03

- (2) Appointment of teachers to positions of Co-ordinator shall be for a period of one school year. In special circumstances the Unit President and the Board may agree to terms of less than one school year. The teacher shall return to the staff of the last school in which the teacher taught subject to provisions of Articles 11.01, 11.02 and 11.07 at the end of the appointment.
- (3) Notwithstanding paragraphs 1 and 2, the appointment of teachers as Co-ordinator does not prevent them from being affected by the normal application of the provisions of Articles 11:01, 11:02, 11:07 (Redundancy, Surplus and Recall Provisions).
- (4) All qualifications being equal, preference shall be given to applicants presently in the Local Bargaining Unit.
- (5) Teachers who are employed as Co-ordinator shall receive an annual responsibility allowance of \$5,000.00.

#### **11.09 - Teachers Employed by the Board**

All employment criteria being equal, preference shall be given to teachers presently employed by the Board.

#### **11.10 - Posting of Teaching Positions and Positions of Responsibility**

- (1) Teaching positions and positions of responsibility that become available during the school year, will be posted at all secondary schools and forwarded to the Unit President. And Executive Members. Positions that become available during July and August, will be posted at the Board Office and forwarded to the Unit President and Executive Members. Whenever possible, the Board agrees to post positions on the Board Website
- (2) Teachers currently in the employ of the Board may apply for these teaching positions that are posted.
- (3) There will be no external advertising for any position, unless all qualified teachers on the recall list have been offered the positions.

#### **11.11 - Job Sharing**

- (1) The Board agrees to a job sharing plan.
- (2) Applications for such sharing must be made by May 31st and will be subject to the approval of the Director of Education or designate.
- (3) The portion of the position which is vacated, will be posted and filled according to the

provisions of Article 11.03.

- (4) Sick leave credits shall be pro-rated according to the instructional time of the applicant.
- (5) The date of return to full-time teaching shall be specified at the time of application to job-sharing and shall not be less than one school year.
- (6) Each teacher involved in job sharing shall accumulate seniority as if the teacher were teaching full-time for a complete year.
- (7) The two teachers shall count as one teacher for the purpose of staffing.
- (8) The Board's contribution for teachers enrolled in the Board's Group Benefit Plan will be pro-rated according to the percentage of teaching time.

## **Article XII - Leaves of Absence**

### **12.01 - Sabbatical Leave**

- (1) The Board wishes to recognize members of its teaching staff who are giving outstanding service and offer them an opportunity for enrichment which in turn will benefit the school system. The Board reserves the right to determine if such leave is in the best interest of the school system and the decision of the Board in this regard is final.
- (2) A Sabbatical Leave may be granted for the following purposes: Education study, research or enrichment.
- (3) The duration of the Sabbatical Leave shall not be for more than one school year and shall not involve more than one academic year.
- (4) In order to qualify for Sabbatical Leave, a teacher shall have been employed by the Board in continuous service for not less than seven (7) years.
- (5) Selections will be made on the basis of the value of the Sabbatical Leave to the Board.
- (6) Application for Sabbatical Leave must be by written request (forms available) and be forwarded to the Director of Education prior to January 15th of any year to receive consideration. A request for Sabbatical Leave must have the approval of the Director of Education and such leave must be granted by resolution of the Board.
- (7) A teacher who has already been granted a Sabbatical Leave may apply for another Sabbatical Leave after a seven year period.

- (8) a) A teacher who accepts a Sabbatical Leave must remain with the Board for three (3) years after returning from leave. Such a commitment shall be in writing.
  - b) A teacher who does not remain in the employ of the Board for three (3) years after returning from the leave shall pay to the Board 33% of the salary received during the leave for each year fewer than three that he/she does not remain in the employ of the Board.
  - c) A teacher who has benefitted from Sabbatical Leave and suffers a disability or illness which prevents him/her from performing his/her duties, will be expected to fulfill the conditions of this agreement as set out in the above paragraph upon resumption of his/her duties.
- (9) A teacher on Sabbatical Leave shall receive the following benefits:
- a) Seventy percent exclusive of salary allowances for additional responsibilities. A maximum of an additional thirty percent exclusive of salary allowances for additional responsibilities may be withdrawn from the cumulative sick leave plan.
  - b) All salary adjustments, increments and medical benefits.
  - c) Unless changes have occurred which would alter the teacher's ability or personal commitment to assume the responsibilities he/she had prior to his/her Sabbatical Leave, a teacher upon his/her return will be subject to Article 12.11.

## **12.02 - Leave for Personal Reasons**

- (1) When teachers are required to be absent for personal reasons, they shall be granted up to two (2) complete days or four (4) half-days per school year, taken individually, collectively, or in combination, without loss of pay, but subject to deduction from sick leave credit.
- (2) Personal leave days shall not be taken the school day immediately preceding and/or immediately following a holiday, or a vacation period, unless the leave is approved by the Director of Education, or designate.
- (3) Teachers shall notify their Principal or their immediate supervisor where they are not employed in a school, of their taking a personal leave.

### **12.03 - Leave of Absence due to Lengthy Illness**

- (1) A teacher who becomes seriously ill and is forced to use all of his/her current sick leave and sick leave credit reserve, may request a leave of absence from the Board prior to the expiration of his/her sick leave credits.
- (2) A teacher who applies for Long Term Disability Benefits shall be deemed to be on a leave of absence for Lengthy Illness as of the date upon which he/she becomes entitled to receive such benefits.
- (3) If such a leave is requested by the teacher, the Board shall grant a leave of absence for either:
  - a) the remainder of the school year in which the leave was requested, or
  - b) the remainder of the school year, plus the following three (3) school years, or
  - c) any other length of time that is mutually agreeable to both the Board and the Teacher.
- (4) Upon the expiration of the leave, a teacher must advise the Board in writing of his/her ability to resume his/her teaching duties.
- (5) In all cases, the Board at its discretion shall have the right to have the teacher examined by a doctor selected by the Board.
- (6) Sick leave credits and experience will not accumulate during the time spent on this leave.
- (7) A member on LTD leave retains his/her employment status with the Board throughout the period of the leave as defined in article 12.04(3), and maintains the right of a member under the terms of the Collective Agreement.
- (8) A member on LTD leave of absence or absence due to lengthy illness shall continue to accumulate seniority at the same rate as if he/she were not on leave.
- (9) Any member on LTD leave of absence or absence due to lengthy illness shall be subject to the provisions of Article XI during the period of the leave.

### **12.04 - Leave of Absence (One year, one semester, part-time leave of absence)**

- (1) a) A leave of absence without pay (one year, one semester, part-time leave of absence) may be granted by the Board to teachers who have submitted a written request to the Director of Education prior to March 31 of the year in which the leave is to commence.

- b) A leave of absence without pay for one semester may be granted by the Board to teachers who have submitted a written request to the Director of Education prior to November 15 if the leave is to commence Semester II or prior to April 10<sup>th</sup> if the leave is to commence Semester I of the following year.
- (c)
  - i) A teacher with a full-time assignment who, prior to March 31<sup>st</sup>, requests a part-time leave commencing the following school year may have the leave request granted by the Director of Education or designate.
  - ii) A teacher who requests and is granted a part-time leave for a specified period will return to a full-time assignment at the end of the leave, subject to Article XI.
  - iii) A teacher may apply prior to March 31 for an extension to the teachers part-time leave and such extension will be considered subject to staffing requirements.
  - iv) Changes in the terms of a leave of absence under this Article may be made only by the mutual consent of the teacher, association and the Board. Changes must be in writing and conform with the requirement of this Collective Agreement.
- (2) Leaves of absence shall be granted to teachers on the basis of their seniority with the Board and the date of their request.
- (3)
  - a) Written acceptance or denial of the teacher's request for a one year leave of absence, with explanation, will be forwarded to the teacher by April 30<sup>th</sup> in the school year the original request is made.
  - b) Written acceptance or denial of the teacher's request for a semester leave, with explanation, will be forwarded to the teacher by November 29<sup>th</sup> for a semester II leave or by May 30<sup>th</sup> for a semester I leave.
- (4) A teacher returning from a one year leave of absence will be subject to article 12.11.
- (5) Sick leave credits and experience will not accumulate during the time spent on this leave.
- (6) Once a request is granted, the teacher will be obligated to take his/her leave of absence.

**12.05- Leave of Absence for Local President of OECTA**

- (1) The local president will have the option of selecting one of the following plans:

- a) Upon giving reasonable advance notice to the Director of Education, a maximum leave of absence of ten (10) days during the school year with the replacement cost of the teacher on leave to be reimbursed by the Local Bargaining Unit at the current occasional teacher daily rate; or
  - b) A leave of absence up to 100%
  - c) In the event that the President's leave is less than 100%, the teaching assignment shall be determined in consultation with the Superintendent and President and will be subject to the staffing process. The President shall accumulate full seniority during the duration of the leave.
- (2) A teacher who selects plan (b) above must notify the Director of Education of his/her choice of plan and of the percentage leave prior to May 25 in the year of the leave in order to qualify for the plan.
  - (3) The total cost of the salary and benefits of the teacher on leave under paragraph (1) (b) , plus any additional President's allowance approved by the Bargaining Unit of the Teacher on Leave will be reimbursed in full to the Board by the Local Bargaining Unit.
  - (4) In the event that the Association President is unable to perform his/her for a period of more than twenty (20) consecutive school days due to injury or illness, the Unit may appoint another teacher as Interim President until the President is able to return to his/her duties as President.
  - (5) The Board shall grant a leave to the teacher named by the Association as Interim President during the period of the appointment noted in 12.05 (4).
  - (6) A teacher returning from an Association leave has a right to be reassigned to the same school as the teacher last taught in and in the same subject area, subject to Article XI.

**12.06 - Deferred Salary Leave Plan (formerly X/Y Leave of Absence)**

(1) Description

This leave plan has been developed to afford teachers the opportunity of taking a leave of absence with pay for one year or one semester.

(2) Application

- a) A teacher must make written application to the Director of Education on or before February 28<sup>th</sup> for plans beginning in September, and on or before December 1<sup>st</sup> for plans beginning semester II requesting permission to participate in the Plan.
- b) Written acceptance or denial of the teacher's request, with explanation, will be forwarded to the teacher by May 25<sup>th</sup> for plans beginning in September and by January 10<sup>th</sup> for plans beginning semester II.
- c) If applications permit, the Board will accept a maximum of 3% of their present teaching staff as of September 1<sup>st</sup>, of the current school year. Leaves will be granted on the basis of seniority.

(3) Payment Formula

- a) While on the Deferred Salary Leave Plan the salary earned during the work period will be evenly distributed over the plan period in accordance with 5.02(1) Method of Payment.
- b) The sums deducted in accordance with (a) above shall be placed in an account and bank or other financial institution of the teacher's choice; such account to be in the Board's name identified to the individual teacher's name. All additional sums generated by this account will be paid on the last instalment date.
- c) During the plan period, employee benefits shall be maintained in accordance with Article VI. The Board shall pay the premiums prorated to the percentage of the work period. The Employee shall pay the premiums prorated to the percentage of the leave period.
- d) The teacher shall continue to receive full sick leave credits and experience during the work period of the plan.

(4) Position on Completion of the Leave

- a) On return from leave, a teacher will be subject to Article 12.11.
- b) Sick leave credits and experience will not accumulate during the year spent on leave.
- c) No one will be granted a leave under this Plan who has been on a Sabbatical Leave and has not fulfilled all of the requirements of their previous leave.
- d) Teachers declared redundant while participating in the Plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date

of withdrawal, plus any interest earned in the account described in 4 (b). Repayment shall be made within sixty (60) days of the withdrawal from the Plan.

- e) Pension deductions are to be continued as provided by the Teacher's Pension Plan Act.
- f) A teacher may withdraw from the Plan any time prior to February 28<sup>th</sup> for leaves commencing in September and prior to November 15<sup>th</sup> st for leaves commencing semester II or a mutually agreed upon date. Upon withdrawal, any monies plus interest accumulated in the account described in 3 (b) will be repaid to the teacher within sixty (60) days of notification of his/her desire to leave the Plan.
- g) In the event that a suitable replacement cannot be found for a teacher who has been granted a leave, the Board may defer the leave for a mutually agreed upon time period by so advising the teacher prior to February 28<sup>th</sup> for leaves commencing in September and prior to November 15<sup>th</sup> for leaves commencing semester II or a mutually agreed upon date. In this instance, a teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated in the account, described in 3 (b), to the date of withdrawal. In the latter case, payment shall be made within sixty (60) days of the date of withdrawal.
- h) Should a deferral result in a leave being taken past the leave period of the Plan, any monies accumulated by the termination date of the Plan, will continue to accumulate interest until the leave is granted.
- i) All teachers wishing to participate in the Plan shall be required to sign the necessary form(s) supplied by the Board before final approval for participation is granted.
- j) Should a teacher die while participating in the plan, any monies plus interest accumulated, in the savings account mentioned in Article 12.06 (3) (b), at the time of death, will be paid to the teacher's estate.

#### **12.07 - Pregnancy/Parental Leave (Including Adoption)**

- (1) Pregnancy/Parental Leave shall be granted to a teacher in accordance with the Employment Standards Act as revised and pertinent provincial Legislation as amended from time to time.
- (2) The Board shall pay 95% of the employee's salary for the first two (2) weeks of Employment Insurance based on 260 days as per Employment Insurance Program.

In addition, teachers have the option of choosing one of either 2 (a) or 2 (b) below. Once the decision has been made, it cannot be reversed for the duration of the leave:

a) The Board shall pay the difference between Employment Insurance payment and 75% of the employee's salary for the next eight (8) weeks based on 260 days as per Employment Insurance Program. These payments constitute a modified Supplemental Employment benefit payments plan (SEB) which shall be registered with and subject to the approval of Canada Employment and Immigration.

Or

b) The teacher may utilize their sick leave credit up to a maximum of six (6) weeks following the birth of his/her child, after which the Board shall pay the difference between Employment Insurance payment and 75% of the employee's salary for the next two (2) weeks based on 260 days as per Employment Insurance Program. These payments constitute a modified Supplemental Employment benefit payments plan (SEB) which shall be registered with and subject to the approval of Canada Employment and Immigration.

c) Notwithstanding the above, if serious medical complications beyond that of a normal birth of a child occur or other serious medical issues arise.

- (3) Extended Parental Leave without pay may be granted to a teacher on staff up to a maximum of two school years. The teacher shall return from the extended parental leave on a date mutually acceptable to the Board and the teacher.
- (4) The terms of Article 12.07 shall apply immediately upon a teacher's employment.
- (5) The Board shall maintain its share of the premiums for all benefits described under Article VI during the statutory period of a teacher's pregnancy/parental leave as per Article 12.07.
- (6) Receipt of paid sick leave shall not affect a teacher's entitlement to SEB benefits pursuant to the Pregnancy/Parental Leave Article for those portions of her pregnancy leave for which she is not in receipt of paid sick leave.
- (7) Early Return - A teacher may terminate a pregnancy leave or parental leave and return to work upon providing the Board with two (2) weeks written notice.
- (8) Child Care Leave for Medical Reasons - Upon request a teacher shall be given an unpaid child care leave for medically approved reasons for the child for up to two (2) years.

### **12.08 - Special Time Off**

All teachers shall be permitted:

- (1) Without deduction from salary, benefits, or sick leave credit.
  - a) Special time off to write examinations for the improvement of professional qualifications or one (1) day off to attend own graduation.
  - b) Special time off if he/she is charged with a criminal or quasi-criminal offence alleged to have occurred while performing School Board duties. Such teacher shall receive his/her full salary for the days of absence from school while attending trial if he/she is acquitted of such offence or the charge is withdrawn. Salary for days of absence at trial will not be paid if the teacher is convicted.
  - c) Paternity Leave:  
Special time off up to one day shall be allowed to a teacher upon the birth of a child.
  - d) Adoption Leave:  
Special time off up to one day shall be allowed to a teacher upon the adoption of a child.
  - e) Juror or Witness Duty:  
Special time off to serve as a juror or witness in any proceeding.
  - f) Special time off to be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or designate.
- (2) Special time off without salary deduction shall be granted for attendance at provincial executive or committee meetings of OECTA or OTF or as representatives of same at educational functions. The local bargaining unit shall reimburse the Board at the current occasional teacher daily rate per teacher if a supply teacher is called in. No single teacher may request or be granted more than fifteen (15) days in one academic year.
- (3) Special time off with salary deduction shall be permitted to a teacher who is required to appear before a court or tribunal as a party to the litigation.
- (4) Special time off without salary deductions but with deductions from sick leave for exceptional circumstances such as a serious illness in the immediate family, for a period of up to three (3) days per year, may be granted upon the approval of the Director of Education or designate. Part-time teachers' entitlement and usage shall be pro-rated accordingly.
- (5) Special time off to a maximum of ten (10) days without salary deduction shall be permitted for a teacher who is required to fulfill the responsibilities of Chief Negotiator. This leave shall be permitted subsequent to the commencement of negotiations. The Bargaining Unit shall reimburse the board the sum of the current supply rate per diem per teacher if a supply

teacher is called in.

### **12.09 - Bereavement Leave**

Each eligible teacher shall be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows provided notification is given to the Superintendent of Education or designate:

(1) Up to a maximum of five (5) consecutive working days upon the death of a:

spouse	brother	step-child	grand-parent
child	sister	step-parent	step-brother
parent	guardian	grand-child	step-sister

(2) Up to a maximum of three (3) consecutive working days upon the death of a:

parent-in-law	brother-in-law	spouse's brother-in-law
son-in-law	sister-in-law	spouse's sister-in-law
daughter-in-law	grand-parent-in-law	

(3) Up to a maximum of two (2) working days in any one school year, to be used separately or together, upon the death of:

an aunt	a spouse's aunt	a close friend
an uncle	a spouse's uncle	any other family member not listed herein

(4) It is understood that the leaves under 12.09 (1), (2) and (3) above may not be taken if one week or more of a vacation period remains at the time of death.

(5) one day maximum to attend the burial of a relative covered under paragraph (1) of this clause if the death has occurred during the winter months.

(6) an additional day or days without deduction of salary may be granted for special circumstances such as excessive travelling as approved by the Director of Education or his/her designate.

### **12.10 - Special Leaves of Absence**

A leave for reasons not otherwise addressed in this agreement may be granted at the discretion of the Director of Education to a teacher who has so requested in writing. Such leave will be without pay, with appropriate proration of accumulation of sick leave and the approval or denial of same will not be grievable.

### **12.11 - Return from Leave**

Teachers returning from any approved leave shall be given a comparable position in the same school where such a position is available in accordance with Article XI.

### **12.12 - Special Leave Incentive Plan**

This article applies only in situations of redundancy as of April 15<sup>th</sup> for semester 1 and December 15<sup>th</sup> for semester 2, where a recall list exists and the replacement teacher can be taken from that recall list. These terms apply equally in situations where the leave is requested for either or both semesters in the same school year.

- (1) A teacher taking a half-time leave under this plan will be paid 10% of base salary on the second scheduled pay of September for a Semester I leave and February for Semester II leaves while on leave, that is, 60% of his/her annual salary that school year. The Board will pay 100% of the benefits of a full-time employee while on this leave. Benefits for part-time employees will be pro-rated.
- (2) Teachers wishing to take advantage of this leave plan are to apply in writing to the Director of Education designating the semester being chosen for the leave. Applicants are also requested to state whether a leave for other semesters would be acceptable, if the original request cannot be met. Letters of application must be received by the Director of Education by March 31, or the last day before March 31.
- (3) Only secondary school teachers with twelve (12) or more years of teaching service are eligible for this plan.
- (4) The Board reserves the right to limit the number of leave totals and the number of leaves per semester, to ensure viability of program.
- (5) A leave under this plan will only be approved if ultimately the overall cost of salary plus benefits of the replacement teacher plus the cost of the teacher on leave does not exceed the cost that the Board would have incurred had the teacher not taken the leave of absence.
- (6) Teachers will be notified in writing whether or not the leave has been approved on or prior to June 20 if the leave is for semester I and the latter of October 15<sup>th</sup> or upon completion of the September 30<sup>th</sup> staffing adjustments, if the leave is for semester II providing that teachers agree to waive the obligation under 11.03 (2) for second semester vacancies due to an absence approved under 12.12.
- (7) Teachers returning from a leave under this Plan shall return to the same school and, if applicable, to the same position of responsibility.

- (8) A teacher from the recall list hired as the replacement teacher maintains his/her right of recall to a permanent teaching position.

### **12.13 - Family Medical Leave**

Family Medical leave shall be granted to a Teacher in accordance with the Employment Standards Act.

Teachers returning from Family Medical leave shall be entitled to the same position held prior to the leave, subject to the staffing process.

## **Article XIII - Teaching Conditions**

### **13.01 - Teaching Load**

- (1) The school Principal shall make every effort:
- (a) not to schedule a teacher for (3) three consecutive teaching periods when teaching (3) three classes in a semester;
  - (b) to minimize the number of preparations required by a teacher.
- (2) Where practical and possible, teaching assignments for the upcoming school year will be made available before the end of the current school year. If changes are made during the summer, every effort will be made to notify the teacher of the change.

### **13.02 - Personnel Files**

- (1) A teacher shall have access during normal business hours to his/her personnel files, whether in school or at the Board Office. The teacher may copy any material contained in these files.
- (2) If the teacher disputes the accuracy or completeness of any such information, the Board shall, within 15 days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information.
- (3) Where the Board amends information, the Board shall, at the request of the teacher, notify all persons who received a report based on the inaccurate information.
- (4) Where a teacher gives written authorization to another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

- (5) When any additions, deletions or modifications are made to a teacher's personnel file, the Board shall provide copies of any such additions, deletions or modifications to the teacher within five (5) working days of such changes.

### **13.03 - Teaching Evaluation**

- (1) "Evaluation" shall mean an assessment of a classroom teacher's performance by a Supervisory Officer of the Board and/or Principal, which will result in a written report which may be placed on a teacher's personnel file.
- (2) An evaluation report shall be made in writing and signed by the evaluator, with a copy to the teacher and to the Principal. The evaluation shall be made only after five (5) days' notice to the teacher involved. Consideration shall be given to a variety of classes or teaching situations. Only data collected by the evaluator during the evaluation shall be considered for inclusion in the evaluation report.
- (3) The evaluation report shall be made available to the teacher at the earliest possible opportunity, but no later than five (5) instructional days from the date of the visit.
- (4) The teacher shall have an opportunity to sign the evaluation report. The signature indicates only that the teacher has received the evaluation report.
- (5) The performance appraisal shall include:
  - i A pre-conference with the teacher to mutually discuss criteria. This pre-conference will be held at least two(2) instructional days prior to the day of the evaluation.
  - ii A post-conference with the teacher to discuss observations. This post-conference will be held within five (5) instructional days after the evaluation.
- (6) A teacher may append comments to the evaluation report.

### **13.04 - Offence Declarations**

Every teacher is required to complete an Offence Declaration (see appendix 1) annually by September 1. The Declaration shall be placed in a sealed confidential file accessible only to the Director or a designate and the individual teacher who is referenced.

## **Article XIV - Supervision**

### **14.01**

All teachers shall have an uninterrupted forty (40) minute lunch period.

#### **14.02 - On call Periods, Supervision Periods and Preparation Time**

(1) Each full-time teacher will be assigned 6 periods out of 8 periods. Each full-time teacher may also be assigned up to the following maximum Additional Professional Assignments comprised of on-calls/supervisions and student/teacher mentoring.

a) 38 half periods of on calls/supervision

b) 22 half periods of student mentoring or on-call supervision

c) As a part of (b) above, Program Leaders may volunteer to serve as teacher mentors

(Total 60 half periods per year)

Part time teaching assignments will be prorated.

(2) Teachers who have schedules that require travel between campuses and/or schools during the lunch period shall be exempt from supervision as intended in Article 14.02(1) above.

(3) A teacher shall be available for Home Room in the fifteen (15) minutes prior to the commencement of the first instructional period of the day.

(4) Teachers will be available for other forms of supervision only in emergency situations, that is where there are no other personnel reasonably available for supervision.

#### **Article XV - Other Matters**

##### **15.01 - Federation Fee**

Effective April 1, 1998 the Board shall deduct from the pay of each teacher who is within the scope of this Agreement, ten (10 equal installments for the fees established by the Association. The Association shall advise the Board in writing of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association within five (5) working days of collection.

##### **15.02 - Local Levy**

The Board shall deduct from each Teacher's pay in September the regular levy dues of the Local Bargaining Unit of the Ontario English Catholic Teachers' Association.

The Local Bargaining Unit shall advise the Board in writing of the amount of the dues authorized by the membership in keeping with the constitution and by-laws of the Local Bargaining Unit. The Board shall transmit the total amounts so deducted to the Treasurer of the Local Bargaining Unit of the Ontario English Catholic Teachers' Association.

### **15.03 - Joint Committee**

(1) A joint committee shall continue to function. It shall consist of:

3 Teacher representatives

3 Board representatives

This committee shall determine its own procedure and discuss items of common concern to the Secondary teachers and Trustees relating to our secondary school system as a whole. Its findings shall be sent to the Board and the President of the Secondary Teachers' Local Bargaining Unit.

(2) The joint Committee shall meet at least twice a year unless waived.

### **15.04 - Printing and Distribution of this Agreement**

(1) The agreement shall be printed in booklet form and the printing cost shall be shared equally each year by the Board and the teachers.

(2) Each teacher in the employ of the Board shall receive a copy of this agreement as soon as possible after the official signing of the document.

(3) Any teacher to be hired by the Board shall be provided with a copy of the current agreement and a copy of a letter substantially in the form of the Compensation and Health Benefits Attachments in Appendix 1, along with the information specified in it, within the first week of employment.

### **15.05 - Just Cause**

(1) No teacher shall be discharged or otherwise disciplined without just cause.

(2) The Board shall provide the teacher with written notice of termination of employment.

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

(4) Such notice shall be sent to the teacher's last known address by registered mail or via hand delivery.

- (5) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article 11.01 of the collective agreement.

### **15.06 - Board Statement to Teachers**

By September 30th of each year, every teacher shall receive a statement from the Board which shall include:

- 1) the amount of accumulated sick leave
- 2) the number of years experience
- 3) the Q.E.C.O. level placement
- 4) the grid component of their salary
- 5) the annual salary
- 6) seniority with the Board.

### **15.07 - Continuing Education**

- (1) a) “Continuing Education Teacher” as referred to in this article shall mean an individual who falls within the term “Teacher” as defined in the Education Act, as amended, who is engaged in the teaching of a continuing education course.
- b) A “Continuing Education Course” shall mean a course developed from the Ministry of Education guidelines or approved by the Ministry, which requires the person delivering the course to hold a valid College of Teachers Certificate in good standing and which is eligible for continuing education
- c) i) All modules will be offered to teachers on the list in order of seniority with the Board.
- ii) The salary and benefits for Continuing Education teachers will be as set out in this agreement.
- iii) All Continuing Education teachers on the seniority list are deemed to have continuous employment with the Board, provided they continuously accept assignments for which they are qualified.

### **15.08 - The Adult Continuing Education Program**

- (1) For the purpose of this program, an adult is defined as a person who is 21 years of age or older. The Adult Continuing Education Credit Program provides adults with the opportunity to complete the requirements of an OSSD or to earn credits for personal or work related reasons.
- (2) A teacher(s) will be hired for the Program in accordance with The Act and regulations. All

terms and conditions of this Collective Agreement that apply to Continuing Education teacher(s) will apply to teachers in the Program.

- (3) A teacher employed in the Program will be paid at the hourly rate of \$34.50 effective September 1, 2004, \$35.00 effective September 1, 2005, \$36.50 effective September 1, 2006 and \$37.50 effective September 1, 2007.
- (4) For greater certainty, teachers who teach credit courses to students under 21 years of age in the alternative program are not continuing education teachers, and are covered by all terms and conditions of this Collective Agreement.
- (5) Teaching staff at St. Albert Adult Learning Centre will be granted a total of five (5) sick days per year. This is non-cumulative.
- (6) A teacher employed in the program shall be entitled to bereavement leave of absence under Article 12.09 Bereavement Leave.

#### **15.09 - Reopener Clause**

With the agreement of both parties, negotiations of any particular clause(s) may be reopened during the life of this agreement.

#### **15.10 - Letters of Understanding - Letters of Intent**

Both parties agree that all letters of intent and letters of understanding contained in this agreement are subject to the grievance procedure as a means to dispute an alleged non-compliance by one of the parties.

#### **15.11 - Freedom from Assault in the Workplace**

- (1) The Board and the Local Bargaining Unit recognize that every employee has a right to freedom from assault in the workplace. To this end, the Parties recognize Board Policy No. 5110 - "Alleged Staff Assault by a Student" as the procedure for consistently dealing with instances of alleged assault.
- (2) The Board and the Local Bargaining Unit recognize that every employee has a right to freedom from harassment in the workplace. To this end, the Parties recognize Board Policy No. 4115 - "Harassment" as the procedure for consistently dealing with instances of alleged harassment.

#### **15.12 - Denominational Rights**

Nothing in this collective agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholic Separate School Supporters

and the Board under Section 93 of the Constitution Act, 1867.

### **15.13 - Certified Teachers**

Where the *Education Act* permits employers to employ persons without teaching certificates to provide services previously required to be provided by certified teachers, the employer agrees to continue to employ certified teachers to provide such services, where the core duties of any position involve those duties normally performed by teachers. Notwithstanding the above, para-professionals may provide support services to teachers and students.

### **15.14 - Temporary Administrative Assignments**

- (1) The Board may assign to a teacher the duties of an Administrator (Principal/Vice-Principal) for a temporary period of time not to exceed the balance of the current semester.
- (2) Any extension of an individual teacher's placement in such assignment may only be made with the approval of the Local Bargaining Unit.
- (3) No teacher shall be assigned the duties of an administrator without his/her consent.
- (4) Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- (5) All other provisions of this collective agreement shall apply to the teacher during such period of temporary assignment, including the deduction and payment of OECTA dues.
- (6) Any teacher assigned such duties shall not participate in the evaluation of any member of this bargaining unit.
- (7) The Board agrees to replace a teacher who accepts a Temporary Administrative Assignment for a period of time as described in 15.14(1) and (2) with an occasional teacher.

### **15.15 - Replacing Teachers**

- (1) Subject to Article 11:07, a recall teacher shall be hired to fill a vacancy arising due to the death of a teacher during the school year.
- (2) Where a teacher's absence is known to be for a full semester or school year, then a teacher shall be hired.

### **15.16 - Union Representatives**

The board recognizes the appointment of one Association representative as Staff Representative at each school and/or board site.

**15.17 - Trial Administrative Assignment**

- (1) Any teacher who chooses to apply for a vacant administrative position will have the right to return to a teaching position subject to Article XI, for a period not to exceed two (2) semesters. It is agreed that the teacher may not engage in any administrative duties that would involve evaluation of another teacher.
- (2) A teacher who so wishes may resign from the administrative position with two (2) weeks' notice.

**15.18 - Access to Information - Association**

The Board shall attempt to provide by October 31 but no later than November 30 and by March 10 but no later than April 10 to the President of the Local Bargaining Unit, the qualifications, experience, annual salary and manner of calculation of the annual salary of each Teacher.

By September 30 but no later than October 31 of each year, the Board shall attempt to provide the President of the Local Bargaining Unit with an up-to-date directory containing the school location, home mailing address and home phone number for each member covered by this Collective Agreement. An attempt will be made to provide an update to this list by October 31 and March 30.

In witness whereof, the parties hereto have caused this Agreement to be signed in their respective name by their respective representatives thereunto duly authorized as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

The Sudbury Catholic District School Board

The OECTA Secondary Teacher's Local  
Bargaining Unit

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Paula Peroni  
Chairperson

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Dan Charbonneau  
OECTA Secondary

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Zandra Zubac  
Director of Education

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OECTA Provincial

SCHEDULE "A"  
Effective September 1, 2004

Years	A1	A2	A3	A4
0	36,147	37,352	41,262	42,265
1	38,286	39,784	44,034	45,203
2	40,424	42,215	46,806	48,141
3	42,562	44,647	49,579	51,079
4	44,701	47,078	52,351	54,017
5	46,839	49,510	55,123	56,955
6	48,978	51,942	57,895	59,893
7	51,116	54,373	60,667	62,831
8	53,254	56,805	63,440	65,769
9	55,393	59,237	66,212	68,707
10	57,531	61,668	68,984	71,645
11	59,669	64,100	71,756	74,583
12				77,520

Effective September 1, 2005

Years	A1	A2	A3	A4
0	36,870	38,099	42,087	43,110
1	39,051	40,579	44,915	46,107
2	41,232	43,060	47,742	49,104
3	43,414	45,540	50,570	52,101
4	45,595	48,020	53,398	55,097
5	47,776	50,500	56,225	58,094
6	49,957	52,981	59,053	61,091
7	52,138	55,461	61,881	64,087
8	54,319	57,941	64,708	67,084
9	56,500	60,421	67,536	70,081
10	58,682	62,902	70,364	73,077
11	60,863	65,382	73,191	76,074
12				79,071

Effective September 1, 2006

	A1	A2	A3	A4
<b>Years</b>				
0	37,792	39,052	43,139	45,615
1	40,028	41,594	46,038	48,837
2	42,263	44,136	48,936	52,057
3	44,499	46,678	51,834	55,279
4	46,735	49,221	54,733	58,499
5	48,970	51,763	57,631	61,721
6	51,206	54,305	60,529	64,942
7	53,442	56,847	63,428	68,164
8	55,677	59,390	66,326	71,384
9	57,913	61,932	69,224	74,606
10	60,149	64,474	72,123	77,826
11	62,384	67,016	75,021	81,047

Effective September 1, 2007

	A1	A2	A3	A4
<b>Years</b>				
0	38,926	40,223	44,433	46,984
1	41,229	42,842	47,419	50,302
2	43,531	45,460	50,404	53,619
3	45,834	48,079	53,389	56,937
4	48,137	50,696	56,375	60,254
5	50,439	53,316	59,360	63,572
6	52,742	55,934	62,345	66,891
7	55,045	58,553	65,331	70,209
8	57,348	61,171	68,316	73,526
9	59,650	63,790	71,301	76,844
10	61,953	66,408	74,287	80,161
11	64,256	69,027	77,272	83,479

Effective August 31, 2008

<b>Years</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
0	39,198	40,505	44,744	47,313
1	41,517	43,141	47,751	50,654
2	43,836	45,778	50,757	53,994
3	46,154	48,415	53,763	57,336
4	48,474	51,052	56,769	60,676
5	50,792	53,689	59,775	64,017
6	53,111	56,326	62,782	67,359
7	55,430	58,963	65,788	70,700
8	57,749	61,599	68,794	74,040
9	60,068	64,236	71,800	77,382
10	62,387	66,873	74,807	80,722
11	64,705	69,510	77,813	84,063

## **SCHEDULE 'B'**

### **CONSENT FOR TEACHERS INSTRUCTING COURSES OUTSIDE THEIR SUBJECT QUALIFICATIONS**

- 1) The parties recognize the responsibility of the Board, as provided for in the Education Act and Regulations, to provide the best possible program for its students.
- 2) Inherent in providing the best possible program is the requirement to have courses for students taught by teachers who are qualified to do so.
- 3) It is further recognized by the parties that there are exceptions to the strict application of the requirements of the Education Act and its Regulations with regard to the definition of teacher qualifications in specific subject areas. As a result, the following procedure shall apply at all times
  - (a) Teachers who instruct in a course at the Intermediate level which is not specifically designated in the Regulation as requiring OCT (Ontario College of Teachers) credits are deemed to be qualified.
  - (b) Notwithstanding 3(a) above, in the following subject areas, in order to be assigned a timetable, teachers must possess the required qualifications or obtain the needed qualifications by the date the assignment is scheduled to begin:
    - Intermediate and Senior Science
    - Intermediate and Senior Mathematics
    - Intermediate and Senior Computer Studies
    - all OAC subjects
    - Intermediate and Senior French Immersion (including the Board competency test)
  - (c) Teachers who are currently on staff (as at April 18, 1994) and do not possess the required OCT qualifications in a specific subject area, but have taught in that subject area for four years of the last nine years by consent of the Employer, shall be deemed, for the purposes of this Agreement, to be qualified to teach in that subject area.
  - (d) Teacher Surplus/Redundancy in Addition to the Provisions of Article 11.01 and 11.02 for teachers who are currently on staff (as at April 18, 1994):
    - i) Prior to declaring a teacher surplus/redundant, the Board and the Branch Affiliate shall meet to determine whether the situation can be mitigated in favour of a senior teacher by the restructuring of proposed timetables. If such is the case, the Parties will undertake to effect such timetable restructuring as is necessary to ensure that the surplus/redundant Teacher(s) is/are the most junior teacher(s) to the school and the system.

The Board will make its best and every effort to offer to a teacher who is declared surplus/redundant a timetable in accordance with his/her seniority and qualifications, subject to Subsection (b).
    - ii) It is understood that there may not be sufficient available positions for all surplus teachers
    - iii) A teacher who does not possess qualifications for at least 50% of the courses taught on the timetable, subject to sections (a) and (c) herein, will commit to taking a course leading to the necessary qualifications when that course is next offered.
    - iv) The Employer recognizes that there may be circumstances that prevent a teacher from taking the course referred to in (iii) when it is first offered, in which case the course will be taken at the next available opportunity. Any dispute as to whether the circumstances referred to in this section are valid will be subject to arbitration under the revised Article

7.06.

- v) Where a teacher needs more than one course leading to the necessary qualifications, the teacher will commit to acquiring the necessary qualifications in a period of one academic term longer than the necessary course time, subject to (iv) above. This provision will only apply in one instance for each subject area.
  - vi) The modalities outlined in (d) (iii), (iv) and (v) do not apply to the subjects outlined in (3) (b) above.
  - vii) For the purpose of the agreement, a teacher is deemed qualified in Social Science if qualified in one of the following areas:
    - History
    - Geography
    - Individual in Society
    - People and Politics
    - World Religions
    - Law
  - viii) For the purpose of this agreement, a teacher who is qualified in Business Studies is deemed to be qualified in Economics.
- 4) When adjustments are made to reflect actual enrolment, the staffing assignments shall be based on subject specific qualified including the 4 of 9 criteria described in (3)(c) above.
- 5) The Branch Affiliate shall be able to send representatives to participate in meetings, dealing with postings and the staffing process at the school and Board levels. The Association's participation in these meetings shall include making recommendations with the understanding that the final decision shall remain with the school Principal or the Superintendent of Education or designate as the case may be. It is further understood that the Local Bargaining Unit will be informed of all such meetings and retains the sole right to name teacher representatives to such meetings. The Local Bargaining Unit shall inform the Board in writing of the name of the representative chosen to attend these meetings.

**SCHEDULE 'C'**  
**ORGANIZATIONAL UNIT STRUCTURE**

1. Organizational Units in each secondary school, with the exception of St. Albert's Adult Learning Centre, will be led by a teacher designated as a Program Leader.

2. Program Leaders shall be assigned as follows for the 2005-2006 school year:

<u>Bishops A. Carter CSS</u>	<u>Two (2) Program Leaders</u>
<u>Marymount Academy</u>	<u>Two (2) Program Leaders</u>
<u>St. Benedict CSS</u>	<u>Five (5) Program Leaders</u>
<u>St. Charles College</u>	<u>Eight (8) Program Leaders</u>

The allocation of the seventeen (17) Program Leader positions to specific schools for subsequent years shall be determined by the Board.

3. a) The curriculum areas assigned to each Organizational Unit shall be chosen from the following list:

Religion	Modern Languages
English	Music
Mathematics	Art
Social Science	Guidance
Science	Technological Studies
Business	Computer Studies
Special Education	Family Studies
<u>Drama</u>	
Physical and Health Education (Academic/Co-Curricular, Extra Curricular)	

b) Each school must have within one of its Organizational Units "Religion" as part of the title.

c) Each curriculum area listed above shall be assigned to an Organizational Unit in every school.

4. Prior to April 1<sup>st</sup>, the Principal, in consultation with the staff and the teacher representative of the Local Bargaining Unit will prepare a plan of Organizational Units outlining the curriculum areas in each Organizational Unit.

## LETTER OF INTENT

### School Year

This will confirm the Board's agreement that the school year will not exceed 194 days for the duration of this Collective Agreement.

In consultation with the other School Boards with which the Board shares transportation services, every effort will be made to arrange for a turn around day at the beginning of the second semester.

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Paula Peroni  
Chairperson  
Sudbury Catholic District School Board

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Dan Charbonneau  
President  
O.E.C.T.A Secondary Teachers' Local  
Bargaining Unit

## LETTER OF INTENT

### Posting Process for New Schools

This will confirm the Board's agreement to advance the time of posting of vacant positions, once identified, to provide for a greater opportunity for teachers to apply for positions in new schools.

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Paula Peroni  
Chairperson  
Sudbury Catholic District School Board

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Dan Charbonneau  
President  
O.E.C.T.A Secondary Teachers' Local  
Bargaining Unit

## LETTER OF INTENT

### Teachers Assigned to Non-Credit Programs

Teachers assigned to non-credit programs at the date of this Collective Agreement shall retain their assignments, subject to the operation of Article IX (Staffing Formula) and Article XI (Staffing Process).

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Paula Peroni, Chairperson  
Sudbury Catholic District School Board

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Dan Charbonneau, President  
O.E.C.T.A Secondary Teachers' Local  
Bargaining Unit

## **LETTER OF UNDERSTANDING**

### **Compensation and Health Benefits Information**

It is agreed that newly hired teachers will be given a letter substantially in the form of the letter attached along with the information specified in it.

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Paula Peroni, Chairperson  
Sudbury Catholic District School Board

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Dan Charbonneau, President  
O.E.C.T.A Secondary Teachers' Local  
Bargaining Unit

(Compensation and Health Benefits Attachments)

OECTA SECONDARY TEACHERS

(hired after January 01, 2001)

Enclosed you will find a copy of the current collective agreement between the Board and the OECTA Secondary Teachers' local bargaining unit. This document outlines compensation and health benefits as well as other conditions of your employment as a Secondary teacher with the Sudbury Catholic District School Board.

In addition we have included a detailed summary of the coverage provided by the various benefit plans.

Please review this information carefully, particularly at Article VI - BENEFITS in the collective agreement.

If you wish additional information or clarification in the matter of benefits entitlement, please contact the Board's benefit clerk, at 673-5620, extension 342.

Teachers are also invited to seek counsel concerning benefits or any other matter by contacting their local unit at 521-0839.

Please note that all forms must be returned to the Human Resources department, duly signed and dated, indicating whether or not you wish the various benefits offered by the Board, within two (2) working days, that is no later than \_\_\_\_\_ .

The completed information that you are required to return to the Board office is the following:

- 1- Life Insurance beneficiary designation (mandatory for all employees)
- 2- Health care benefits information (optional for part-time employees)  
... all inclusive of: Extended Health, Drug plan, Vision and Semi-private
- 3- Dental benefits (optional for part-time employees)
- 4- Voluntary Accidental Death & Dismemberment Insurance (optional for all employees)
- 5- Long Term Disability Insurance (mandatory for all employees)
- 6- Optional Life Insurance (optional for all employees)
- 7- Positive Enrolment Form (Parts 'A' and 'D' are mandatory; Parts 'B' and 'C' depend on the status of each individual)

*Note: do not scratch, erase or use liquid "white-out" on any of the information provided; additional forms may be obtained at the Board office.*

Tina Vrbanac  
Manager of Human Resources Services

## LETTER OF UNDERSTANDING

### No Hiring of Non Members

The Board will not hire any additional consultants or co-ordinators who are not members of the Bargaining Unit.

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Paula Peroni, Chairperson  
Sudbury Catholic District School Board

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Dan Charbonneau, President  
O.E.C.T.A Secondary Teachers' Local  
Bargaining Unit