



NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD

AGENDA AND MATERIAL

SPECIAL BOARD MEETING
THURSDAY, NOVEMBER 27, 2008
9:00 A.M.

CATHOLIC EDUCATION CENTRE, WELLAND, ONTARIO

A. ROUTINE MATTERS	Reference
1. Opening Prayer	-
2. Roll Call	-
3. Approval of the Agenda	-
4. Declaration of Conflict of Interest	-
B. BUSINESS IN CAMERA	
C. REPORT ON THE IN CAMERA SESSION	
D. MOMENT OF SILENT REFLECTION FOR LIFE	
E. ADJOURNMENT	

TO: Niagara Catholic District School Board
Special Board Meeting
In Camera Session
November 27, 2008

TOPIC: COLLECTIVE AGREEMENT
OCCASIONAL TEACHERS - OECTA NIAGARA UNIT

RECOMMENDATION

THAT the Niagara Catholic District School Board approve the Collective Agreement for the Occasional Teachers of the Ontario English Catholic Teachers' Association (OECTA) Niagara Unit for the period of September 1, 2008 - August 31, 2012, as presented.

Prepared by: Rob Ciarlo, Superintendent of Education
Presented by: Rob Ciarlo, Superintendent of Education
Approved by: John Crocco, Director of Education
Date: November 27, 2008



NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD

REPORT TO THE BOARD NOVEMBER 27, 2008

COLLECTIVE AGREEMENT OCCASIONAL TEACHERS - OECTA NIAGARA UNIT

BACKGROUND INFORMATION

On November 10, 2008 representatives from the Board negotiating team and the Ontario English Catholic Teachers – Niagara Secondary and Elementary Unit representing the Occasional teachers, reached a tentative collective agreement. On Wednesday, November 19, 2008 the occasional teachers will be ratifying the tentative agreement and results will be forwarded to the Trustees on November 27th prior to the Special Board meeting to consider approval of the tentative agreement.

The following Provincial items have been included in the Secondary tentative agreement:

- General Wage Increase:
- September 1, 2008-August 31, 2012
 - September 1, 2008 3.0%
 - September 1, 2009 3.0%
 - September 1, 2010 3.0%
 - September 1, 2011 3.0%
 - Additional 3.5% to salary or working conditions
- Establishment of Professional Development Committee
- Benefits for surviving Spouse and Dependents
- Adoptive leave (extension)
- Family leave
- Redundancy and Seniority list
- Loyalty Clause
- Ability to pre-arrange for call out of daily Occasional teachers
- And general housekeeping of the Collective Agreement.

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COLLECTIVE AGREEMENT

between



**NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD**

and

OCCASIONAL TEACHERS OF

ONTARIO ENGLISH
**Catholic
Teachers**
ASSOCIATION

(Niagara Unit)

**September 1, 2008 to
August 31, 2012**

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The Niagara Catholic District School Board and the Niagara Occasional Teachers Bargaining unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education—PDT May 1, 2008

1:00 PURPOSE

1:01 It is the intent of the parties and the purpose of this collective agreement to establish and maintain effective working relationships by setting forth the terms and the conditions of employment including the rates of pay and benefits along with a procedure for the equitable settlement of grievances.

1:02 This Agreement shall be in effect from the date of ratification and shall remain in effect until the 31st day of **August 2012** and from year to year thereafter, unless either party notifies the other in writing not more than ninety (90) days or less than sixty (60) days prior to the expiration date, as to its desire to renew the Agreement with or without modification, or to make a new Agreement. Negotiations for such renewal shall commence within thirty (30) days of notification.

1:03 This Collective Agreement is binding in all its clauses on all Occasional Teachers employed in the Board. The Association and the Board must mutually agree upon any exceptions made for individuals.

2:00 RECOGNITION

2:01 The Niagara Catholic District School Board (the "Board") recognizes the Ontario English Catholic Teachers' Association (the "Association") as the sole and exclusive bargaining agent authorized to negotiate and represent Occasional Teachers, as defined in Part X.1 of the Education Act, employed in the Niagara Catholic District School Board.

2:02 The terms of this collective agreement shall apply to all Occasional Teachers employed by the Board. Any Teacher who is covered under another agreement who is legally employed as an Occasional Teacher shall be covered by this agreement in respect of their Occasional Teacher employment.

3:00 DEFINITIONS

3:01 Occasional Teacher shall have the same meaning as stated in the Education Act, as amended from time to time.

3:02 Casual Occasional Teacher means an Occasional Teacher who is employed by the Board to teach on a day to day basis.

3:03 **Effective September 1, 2008**, Long Term Occasional Teacher shall mean an Occasional Teacher who is employed in the same assignment for a period of **fourteen (14)** or more consecutive teaching days for the same Teacher.

Effective September 1, 2009, Long Term Occasional Teacher shall mean an Occasional Teacher who is employed in the same assignment for a period of **thirteen (13)** or more consecutive teaching days for the same Teacher.

Effective September 1, 2010, Long Term Occasional Teacher shall mean an Occasional Teacher who is employed in the same assignment for a period of **twelve (12)** or more consecutive teaching days for the same Teacher.

Effective September 1, 2011, Long Term Occasional Teacher shall mean an Occasional Teacher who is employed in the same assignment for a period of **eleven (11)** or more consecutive teaching days for the same Teacher.

3:04 Teacher shall mean an employee of the Board who falls within the definition of Teacher as defined within the Education Act, as amended from time to time.

4:00 DEDUCTION OF ASSOCIATION FEE

4:01 Provincial Association Dues

The Board shall deduct from the pay of each Teacher who is within the scope of this agreement 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. The Board shall remit the total amount so deducted to the Ontario English Catholic Teachers' Association within thirty (30) calendar days of collection.

The Board shall deduct the equivalent of **1.55%** of salary for any individual that is not a member of the Association and used in emergency situations as a replacement for a teacher.

4:02 Such deductions as required under article 4:00 shall have the same meaning as "regular union dues" as defined under Section 47(2) of the Ontario Labour Relations Act.

4:03 The Association shall indemnify and save the Board harmless against any or all claims or liability arising out of the application of Article 4:00.

4:04 Levy

The Board shall deduct from each Occasional Teacher, an amount specified by the local affiliate, from the first day's pay. This amount will be specified by the Local on or before Labour Day.

5:00 MANAGEMENT RIGHTS

5:01 The Board reserves unto itself, fully and exclusively, all management rights and prerogatives conferred on it by statute, regulation or otherwise, save and except to the extent expressly modified, curtailed or limited by any provision of this collective agreement.

5:02 No provision within this Collective Agreement shall be used to suggest or be interpreted for purposes of qualifying for a retirement gratuity by the Niagara Catholic District School Board.

5:03 Without limiting the generality of the foregoing, the Association recognizes that it is the exclusive function of the Board to:

- a) Establish and post rules for the promotion of safety, efficiency and discipline.
- b) Maintain order, discipline and efficiency.

- c) Hire, layoff, classify, direct, transfer, promote, demote, suspend, or otherwise discipline for just cause and determine the qualifications of any person for employment, and
- d) Generally to manage the enterprises of the Board.

5:04 The provisions of this Collective Agreement shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic Separate School Boards under Section 93 of the Constitution Act.

5:05 Before any disciplinary action is taken by the Board for denominational cause, an appropriate ecclesiastical authority recommended by the Bishop of the Diocese of St. Catharines shall determine the validity of the specific denominational cause. Discipline, demotion or discharge for denominational cause shall be just cause. An appropriate ecclesiastical authority recommended by the Bishop of the Diocese of St. Catharines shall determine whether there has been denominational cause. Although the factual issues may be subject to arbitral review, an arbitrator shall not have jurisdiction to alter, amend, or modify a discharge, discipline, or demotion for denominational cause.

5:06 The Board shall be required to show Just Cause for the discipline, demotion or termination of employment of any person covered by this Agreement who has worked more than twenty-five (25) teaching days.

5:07 Only a person who has worked in excess of twenty-five (25) teaching days shall have the right to pursue the arbitration process for the discipline, demotion or termination of employment.

5:08 An up-to-date Occasional Teacher's List shall be sent to the Association by September 15th of each year. An amended list shall be provided to the Association on January 15th of each year when requested in writing. The list shall include the following information about the Occasional Teacher:

- a) Name, Address, Telephone Number
- b) College of Teachers' Registration number
- c) Q.E.C.O Evaluation
- d) **E-mail address**

Note: the above stated list will include the names of unqualified and/or uncertified persons.

6:00 NO DISCRIMINATION

6:01 There shall be no discrimination, interference, restraint or coercion exercised or practised with respect to any Occasional Teacher because of participation in lawful activities of the Union.

6:02 Harassment

The Board and the Association agree that every teacher has a right to freedom from all forms of harassment as defined by the Ontario Human Rights Code through the Board's Harassment Policy.

7:00 STRIKES AND LOCKOUTS

7:01 The Association will ensure that there are no strikes as long as this Collective Agreement is in force.

7:02 The Board will ensure that there are no lockouts as long as this Collective Agreement is in force.

7:03 For the purpose of this article, "strike" and "lockout" have the same meaning as under the Labour Relations Act as interpreted by the Ontario Labour Relations Board.

8:00 BOARD-ASSOCIATION RELATIONS COMMITTEE

8:01 The Board and the Association agree to establish a Board-Association Relations Committee consisting of up to three representatives of the Board and up to three representatives of the Association.

8:02 The Committee shall meet, upon written request, a minimum of one time per school year to discuss matters of mutual concern excluding grievances submitted under Article 9.

8:03 The committee shall meet at times convenient to the representatives. The matters for discussion shall be provided to each party seven (7) days prior to the meeting.

9:00 GRIEVANCE PROCEDURES

9:01 General

- .1 A grievance under the agreement shall be defined as any difference or dispute which relates to the interpretation, application and/or administration of this Collective Agreement.
- .2 Three classifications of grievances exist: Teacher Grievance which is lodged by one individual Teacher, Unit Grievance which is lodged by the Association on behalf of a number or all the Teachers, and a Board Grievance which is lodged by the Board against the Association.
- .3 The term "days" when used in this article shall mean school days as defined by the Ministry of Education approved school year calendar.
- .4 In the computation of any time periods contained in this Article the first day shall be excluded and the last day included.
- .5 Prior to submission of a grievance, there shall be an attempt to resolve the issue through informal discussion. A Teacher, the Unit, or the Board shall discuss the situation with the Principal, the Superintendent of Human Resources or designate, the Board or the Unit, as appropriate, in an attempt to resolve the issues to mutual satisfaction. At any time during any of the steps of the grievance process, an attempt may be made to resolve the grievance through informal discussion with the Board and the Association.
- .6 Timelines in this Article are mandatory and not simply directory and may be amended only by mutual agreement of the Board and the Association on a case-by-case basis.
- .7 In the event that a grievance has been initiated and has not proceeded to the next step in accordance with the timelines in this article, then the grievance shall be deemed abandoned.

.8 "Letter" means a registered letter or a hand-delivered letter or confirmed FAX. A registered letter is deemed to be received by a party three (3) days after posting. A FAX or hand-delivered letter is deemed to be received when written confirmation of receipt is obtained.

.9 The Grievance Officer or Association designate shall be present at all stages in the grievance procedure.

9:02 Unit Grievance

.1 Unit grievances as defined herein shall commence at Step III of the Teacher grievance procedure.

9:03 Board Grievance

.1 A Board grievance shall start at Step III of the Teacher grievance procedure.

9:04 Contents of Grievance

- .1 The statement of grievance shall:
- a) be in writing, naming the party(ies) involved;
 - b) specify the article(s) which are alleged to have been violated;
 - c) contain a precise statement of the facts giving rise to the grievance;
 - d) indicate the redress sought; and
 - e) be signed by the grievor.

9:05 Teacher Grievance

.1 Step I

Failing satisfaction at the informal level, within fifteen (15) days after a Teacher becomes or ought to have become aware of the incident or circumstances that gives rise to the grievance, the Teacher shall submit the grievance to the Superintendent of Human Resources or designate.

The Superintendent of Human Resources or designate may meet with any relevant parties. The Superintendent of Human Resources or designate shall give the decision by letter on the matter grieved to the Teacher within five (5) days of receipt of the written grievance.

.2 Step II

Within three (3) days of the receipt of an unsatisfactory reply or failing a reply, then within eight (8) days of submitting the grievance at Step I, the Teacher shall lodge the written grievance with the Director asking for a meeting to discuss the matter.

The said meeting shall be arranged and held within five (5) days of the receipt of the letter of grievance. The meeting shall be held at the Board Office during regular working hours of the Board. The Teacher shall be accompanied to the meeting by a representative of the Association.

The decision of the Director shall be given to the Teacher by letter within three (3) days following the meeting and a copy of this decision shall be forwarded to the Unit President.

Failing settlement of the grievance at Step II, the Teacher may proceed to Step III, within

three (3) days after receipt of the decision of the Director.

.3 Step III

Within three (3) days of receipt of an unsatisfactory decision, or failing a reply, then within eight (8) days of submitting the grievance at Step II, the Teacher shall submit the grievance to the Chairperson of the Board specifying in detail the facts of the grievance and naming the parties involved in the grievance.

All parties involved, including a representative of the Association, shall be given the opportunity of discussing the grievance with a Committee of the Whole or Board, within fifteen (15) days of the receipt of the grievance by the Chairperson. Either party may have legal counsel in attendance. If legal counsel is to be in attendance either party will notify the other five (5) days prior to the date of the meeting.

The Board shall notify the Teacher of its decision by letter within three (3) days after the meeting at which the grievance was discussed.

If the grievance is still not settled, the Association may proceed to Step IV within ten (10) days of the receipt of the decision of the Committee of the Whole or Board.

4 Step IV

Within ten (10) days after receipt of the decision, or failing a reply within twenty-six (26) days of submitting the grievance at Step III, the Association shall notify the Chairperson of the Board by letter of its desire to proceed to arbitration.

Within five (5) days after notification by the Association to the Board of a decision to proceed to Arbitration, each party will appoint a nominee to an Arbitration Board and advise the other party in writing of the name of its nominee. The two nominated arbitrators shall confer and determine if the grievance can be resolved. Failing resolution they shall appoint a chairperson within five (5) days of their appointment. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Labour Relations Board who shall have the power to effect such appointment.

Each of the parties shall bear the expense of the arbitrator nominated by it and the parties shall jointly bear the expense of the Chairperson.

The Arbitrators shall not have the power to alter or change any of the provisions of the collective agreement, or to give any decisions inconsistent with the terms and provisions of said agreement and/or any provincial statutes or regulations.

All parties involved shall expedite the proceedings of the Arbitration Board. The decision of the majority of the Board shall then be final and binding on all parties. If there is no majority decision of the Board, then the decision of the Chairperson shall be final and binding.

Where the parties mutually agree, the grievance may be referred to Mediation/Arbitration in accordance with Section 50 of the Ontario Labour Relations Act.

An Arbitration Board shall not consider a grievance unless it has been properly carried through all previous steps of the grievance procedure, or unless the party opposing the grievance has refused to participate in the earlier stages of the grievance procedure.

After Step II, any actions taken by mutual consent to expedite the grievance procedure are encouraged. Any steps in these procedures expedited or by-passed by written consent between the parties shall be considered to have been carried out.

10:00 ACCESS TO INFORMATION

Personnel Files

- .1 An Occasional Teacher shall have access during normal business hours to his/her personnel file, upon reasonable notice to the Human Resources Department. An Occasional Teacher shall also have access to his/her personal in-school data file. The Occasional Teacher may copy any material contained in these files.
- .2 If an Occasional teacher disputes the accuracy of his/her file, s/he can request in writing the removal of the specified item or its correction and have such a letter included (stapled to the document in question) as part of the personnel file. When the Board transfers personnel files to electronic form the entire personnel file will be transferred.
- .3 An Occasional Teacher shall receive a copy of any evaluation or assessment report concerning him/her, and it shall indicate if the evaluation or assessment is to be included in Occasional Teacher's personnel file. The Occasional Teacher shall acknowledge that s/he had the opportunity to review such material by affixing their signature. The Occasional Teacher may also write comments, concerning the assessment or evaluation that will be included in their file.

11:00 EVALUATION

- 11:01 An evaluation of an Occasional Teacher may be made at the discretion of a school principal or appropriate supervisory officer in accordance with the Education Act and regulations and policies, procedures or practices of the Board, as may be established from time to time.
- 11:02 The Occasional Teacher's signature will indicate only that the Occasional Teacher has received the evaluation.
- 11:03 A note of the Occasional Teacher's failure for any reason to sign an evaluation shall be made on the evaluation form.
- 11:04 The original evaluation shall be kept in the Occasional Teacher's personnel file.
- 11:05 Any modifications or revisions to the Board's Occasional Teacher evaluation document shall be forwarded to the Association for the opportunity of input prior to its implementation.

12:00 OCCASIONAL TEACHER' LIST

- 12:01 .1 The Board Occasional Teachers' List shall mean the total of any sub-lists organized by geographic and speciality area. This list will be distributed to the Principals and Association, upon written request.
- .2 The Board shall maintain the total number of Occasional Teachers on the list (meaning the total of any sub lists as described above) below twenty-two (22) percent of the full time

equivalent total of teachers in the elementary and secondary panels of the Board.

- .3 Notwithstanding, the Board reserves the right to add to the list to satisfy a demonstrable need for Occasional Teachers with specialized teaching qualifications or to satisfy a demonstrable need due to insufficient numbers of Occasional Teachers to serve a particular geographic area. This right is subject to the Approval of the Association. This approval shall not be unreasonably denied.
- .4 An Occasional Teacher deemed to be voluntarily inactive may be replaced on the list.
- .5 Any replacements pursuant to 12.01.4 shall be removed as necessary from the list throughout the year in order to limit the list as set out in 12.01.2. The two parties may mutually agree to allow additional teachers to remain on the list for the balance of a school year.
- .6 Occasional Teachers may be removed from the list when they assume a full time Long-Term position for the time period of the Long-Term assignment and return to the list at the conclusion of the Long-Term assignment.
- .7 An Occasional Teacher who fails to complete the Occasional Teacher Profile Information Form prior to July 31 of the upcoming school year, **shall have his/her name given to the Association and will be allowed to submit the Occasional Teacher Profile Information Form no later than September 30 of each school year. An Occasional Teacher who fails to submit the Occasional Teacher Profile Information Form by September 30 of each year** will be deemed to have resigned from the Occasional Teachers' List.

12:02 Prior to being placed on the Occasional Teachers' List, an applicant must submit proof of certification, registration in the Ontario College of Teachers and all other documentation as required by the Board.

12:03

- .1 **As of September 1, 2009**, in order for an Occasional Teacher to be accepted for placement on the Occasional Teacher List in September of each year, the Occasional Teacher **may select two** geographic areas designated in **Article 12.03** where the Occasional Teacher will be placed in numerical rotation on a list, known as the "A" list. The Occasional Teachers on the "A" list shall be called in numerical rotation for work within **those geographic areas**.

Defined Geographic Areas are as follows:

St. Catharines – North

**Michael J. Brennan
Assumption
Our Lady of Fatima, Vine St.
Canadian Martyrs
St. Alfred
St. Ann, Port Dalhousie
St. James
St. Denis
Holy Cross
St. Francis**

St. Catharines – South

**St. Anthony
St. Peter
St. Christopher
St. Theresa
St. Nicholas
Mother Theresa
Monsignor Clancy
St. Charles
Denis Morris**

Niagara Falls – North

**Cardinal Newman
Mary Ward
Notre Dame
St. Gabriel Lalemant
St. Vincent de Paul
Loretto Catholic
St. Paul
St. Michael, N-O-T-L**

Fort Erie

**St. George
Our Lady of Victory Jr.
Our Lady of Victory Sr.
St. Philomena
St. Joseph, Snyder**

Welland/Pelham

**Alexander Kuska
Holy Name
St. Andrew
St. Mary
St. Augustine
St. Kevin
St. Alexander, Fonthill
St. Ann, Fenwick
Notre Dame College School**

Niagara Falls – South

**Father Hennepin
Our Lady of Mount Carmel
Sacred Heart
St. Joseph
St. Mary
St. Patrick
St. Thomas More
St. Michael SS**

Port Colborne/Wainfleet

**St. John Bosco
St. Therese
St. Patrick
St. Elizabeth
Lakeshore Catholic**

Lincoln

**St. Martin, Smithville
Our Lady of Fatima, Grimsby
St. Joseph, Grimsby
St. Edward, Jordan
St. John, Beamsville
St. Mark, Beamsville
Blessed Trinity, Grimsby**

- .2 The Occasional Teacher may choose to be placed on one or more additional lists, where they will be called in numerical rotation only after all teachers on the “A” list for that area are unavailable. This shall be known as the “B” list for such an area.
- .3 The Board may subdivide, add or amend any “A” list or “B” list according to qualifications, division preference and subject specialty. The Board shall inform the Association of such subdivision.
- .4 A specialty list may be created for the whole of the Board, without geographic subdivision. Placement on a specialty list is conditional on retention of the appropriate qualifications. Occasional Teachers without a special certificate who wish to teach in certain specialized areas will be placed on a spare list for the specialty area and will be called only in case of emergency.

12:04 An Occasional Teacher may request during the school year to be transferred from **their current** geographic list to a different list and, where possible, the Board will endeavour to accommodate such a request.

12:05 Occasional Teachers shall notify the Human Resources Department of the Board and the President of the Occasional Teachers, in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

12:06 .1 The Board shall provide details of the assignment, including the school, grade and any special activity or equipment required for the assignment, after the Occasional Teacher responds to the question of availability.

- .2 An Occasional Teacher who refuses three or more assignments within a period of twenty (20) school days and does not provide reasonable grounds for refusing such assignment or who cannot be contacted for assignment during a period of twenty (20) school **days shall be given a written letter of warning and the Association shall be notified. If a second incident occurs, as defined in 12.06.2, the Occasional teacher** shall be deemed to be resigned from the Occasional Teacher list.

Non-Refusals

Reasonable grounds **to constitute non-refusal include:**

- Refusing a call-out outside of the **geographic area(s)** specified in 12.03.
- Approved Inactive Status under articles 27.01 and declared inactive status under article 27.04
- Not being home, **when called outside of the following hours:**

Evening hours: 6:00 – 9:30 p.m.

Morning hours: Elementary 6:00 – 7:30 a.m.

Secondary 6:00 – 7:00 a.m.

- .3 The Board will notify the Occasional Teacher, in writing, if he or she is removed from the list pursuant to clause 12.06.2. An Occasional Teacher removed from the list may request the Human Resources Department to review the removal within ten (10) days of notification, providing such material or rationale as they deem relevant. The review and decision are not subject to further grievance or arbitration. Informal discussions shall take place with the appropriate unit President and Superintendent of Human Resources or designate to discuss discrepancies.

12:07

- .1 All requests for an Occasional Teacher shall be in order of numerical rotation, on the geographic list and/or the specialty list except where the services of a particular Occasional Teacher have been approved by the Superintendent of Human Resources, or designate, such approval not to be unreasonably exercised.
- .2 With respect to the Specialty List, qualified Occasional Teachers with the special certificates are to be called before Occasional Teachers on the Specialty List without the special certificates.
- .3 Failure to call an Occasional Teacher as required by clause 12.08.1 shall not result in any payment to the Occasional Teacher or grievance by the teacher for time not worked but shall result in such Occasional Teacher obtaining the first available assignment subject to the qualifications required for the assignment, notwithstanding the person's placement in the current rotation.
- .4 When an Occasional Teacher by virtue of his or her position on two (2) or more lists is eligible for more than one assignment at any one (1) time, the Occasional Teacher, by accepting the assignment from the first list, retains the right to the next available assignment on the "A" list.
- .5 The rotation pattern shall be activated numerically in September and shall continue until the end of June.
- .6 The rotation pattern shall be based upon the time of assignment and not the time of requests.
- .7 Notwithstanding the above, exceptions may be made according to article 12:08.

12:08

EXCEPTIONS

- .1 When an opening is known in advance as a result of Professional Development and/or Ministry Training, the Principal of the school or designate may pre-assign an Occasional Teacher to the vacancy. It is understood that Occasional Teachers, if they wish to be considered, will select a school of their choice for the pre-assignment list. Elementary principals will choose a Primary, Junior, and Intermediate designated Occasional Teacher for that pre-assignment list (as is applicable for the grade levels in the school) and Secondary Principals will choose five (5) Occasional Teachers for the pre-assignment list. It is understood that an Occasional Teacher will be on one school list only and, in elementary schools, Occasional Teachers will be chosen for one division only.**
- .2 Any other exceptions to the numerical rotation (as per Article 12:07.1) must be discussed with and approved by the Association.**
- .3 Any use of an emergency list shall only be used when the callout list has been exhausted as per article 12:07.1.**

12:09

SENIORITY

- .1 Occasional Teacher Seniority shall mean the length of continuous service as an Occasional Teacher with the Niagara Catholic District School Board or its predecessor boards.**
- .2 Occasional Teacher Seniority List is a list that states the name of the Teacher and date of commencement as an Occasional Teacher.**
- .3 The Occasional Teacher Seniority List shall be given to the Elementary and Secondary Units of OECTA no later than November 30 of each school year.**
- .4 The Occasional Teacher Seniority List shall be sent to the Association and posted on the Board's Intranet.**
- .5 Occasional Teachers shall have until December 31st of each year to report potential errors for correction.**
- 6 Where the seniority of one or more Occasional Teachers is equal, the determination of their respective position on the Occasional Teacher seniority list shall be based on the following criteria and in order:
 - i) total years of occasional teacher service with the NCDSB or its predecessor boards.**
 - ii) total years of occasional teaching in Ontario**
 - iii) total years of occasional teaching**
 - iv) by lot drawn by the Elementary and Secondary Unit Presidents or designate.****

12:10

REDUNDANCY

- .1 Redundancies occur when the total number of Occasional Teachers exceed the number as outlined in Article 12:00 of this Collective Agreement.**
- .2 At the end of the school year, when redundancy is to occur, the Board shall meet with the Association to review the situation.**

- .3 Occasional Teachers are declared redundant in reverse order of seniority (least seniority first).**
- .4 Notice of redundancy shall be given to the affected Occasional Teacher no later than August 20th of each year.**
- .5 Redundant Occasional Teachers shall be returned to the Occasional Teacher List following the rules of seniority, where there is a need to increase the number of Occasional Teachers on the list as per Article 12:00.**

13:00 ASSOCIATION REPRESENTATION

- 13:01 Where an Occasional Teacher is required to attend a meeting which is disciplinary or may be deemed disciplinary in nature, the Teacher shall be entitled to request the attendance of a union representative. The timing of the meeting shall allow for such representation, both parties acting reasonably.
- 13:02 If an Occasional Teacher is requested to meet with a representative(s) of the administrative staff and/or Board of Trustees; s/he shall be allowed to have O.E.C.T.A. representation and/or legal counsel in attendance.
- 13:03 The Board shall provide space on a bulletin board in each school for the posting of notices that may be of interest to Occasional Teachers. The posting of such notices shall be the responsibility of the school principal.
- 13:04 If the Board requests an Occasional Teacher during the school day to attend a meeting(s) with Board officials, the Board shall reimburse the Occasional Teacher for the day's salary.
- 13:05 An Occasional Teacher who is absent from duties due to Association Leave shall retain seniority and pay. Such pay shall be reimbursed to the Board by the Association upon receipt of the invoice.
- 13:06 The Association undertakes to inform the Board in writing of the name, address and telephone number of the designated representatives(s) and any change thereto as soon as possible and in any case not later than September 1st of each year.

14:00 POSTING AND/OR ADVERTISING PRE-SCHEDULED LONG TERM OCCASIONAL POSITIONS

- 14:01 When a teacher is pre-scheduled to be absent from teaching duty for of a period of at least one (1) school month and the Board decides to replace the teacher with an Occasional Teacher, the Board shall post the position. Postings throughout the year shall be posted on the Board web.
- 14:02 The Board may also advertise externally as it deems necessary to meet the programme and subject needs.
- 14:03 Postings shall occur through the use of the intranet which shall be maintained by the Board and posted for a minimum of four (4) days before closure. The Board shall post on the Board's Intranet website. The Elementary and Secondary Presidents shall be informed of positions posted through **e-mail**.

The Board will endeavour to provide for Occasional Teachers to apply for postings by FAX and/or e-mail by September 1, 2009.

14:04 The Board shall provide to the Elementary and Secondary Presidents, upon written request, a quarterly report indicating the Long Term positions that were filled during the period, the posting and the successful applicant, where requested in writing.

15:00 PAID SICK LEAVE

15:01 A Long Term Occasional Teacher shall be entitled to two (2) days paid sick leave per month cumulative for the duration of the Long Term Occasional teaching assignment.

15:02 Unused sick leave days will be cancelled at the end of each school year and cannot be carried over to another school year.

15:03 Where a Long Term Occasional Teacher is absent for more than five (5) consecutive teaching days, the Occasional Teacher shall provide the Board with a medical certificate, which shall contain the prognosis and the expected date of return to work.

16:00 MEDICAL EXAMINATION

16:01 The Director of Education, or designate, may require at any time any Occasional Teacher to submit her/himself for examination by a qualified medical practitioner appointed by the Board. If the teacher objects to the Board's first choice, the Board will provide one alternative choice per medical specialty. All reasonable costs associated with the medical examination, including transportation shall be paid by the Board.

17:00 BEREAVEMENT LEAVE

17:01 A Long Term Occasional Teacher shall be entitled to a leave of absence from the date of death to a maximum of five (5) **consecutive school days**, without deduction of salary or sick leave credit to attend a funeral of a member of his/her "Immediate Family".

17:02 The "Immediate Family" shall include the relative or relative through legal adoption of either the employee or the employee's spouse: Husband, Wife, Son, Daughter, Father, Mother, Guardian, Brother, Sister, Grandfather, Grandmother, **Great Grandfather, Great Grandmother**, Grandchild, Step-child and Step-parent.

17:03 If the distance to the funeral is 800 kilometres or more (one way) from the Teacher's residence, one (1) additional day of bereavement leave shall be granted.

17:04 A Long Term Occasional Teacher shall be entitled to a leave of absence of one (1) day without deduction of salary or sick leave credit to attend a funeral of a member of the family not outlined in article 17:02, specifically aunt, uncle and first cousin.

17:05 Where the deceased is cremated or where for any reason the body cannot be interred within five (5) days of death, the leave shall not be more than three (3) school days. The Long Term Occasional Teacher shall be granted an additional day to attend the interment of the deceased without loss of salary or sick leave credit.

17:06 Personal Day

- .1 **All Long Term Occasional Teachers** shall be granted one (1) urgent personal day for which the cost of **an Occasional Teacher** shall be deducted from his/her salary. This request must be in written form to the Human Resources Department.
- .2 **All Long Term Occasional Teachers who have assignments six (6) months or greater in length shall be granted a second personal day for which the cost of an Occasional Teacher shall be deducted from his/her salary. This request must be in written form to the Human Resources Department.**

17:07 Family Leave

A Long Term Occasional Teacher shall be granted a maximum of two (2) days in a school year, to be deducted from accumulated sick leave credit, to attend to the illness, surgery, or injury of a spouse, dependent child, or a parent.

18:00 EXAMINATION AND GRADUATION

A Long Term Occasional Teacher who is on Long Term Occasional teaching assignment shall be granted a leave of absence without loss of salary as follows:

- a) for the writing of an examination leading to the advancement of the employee's teaching qualifications approved by the Ministry of Education;
- b) for the purpose of attending the Long Term Occasional Teacher's graduation;
- c) for the purpose of attending the Long Term Occasional Teacher's spouse or child's graduation;
- d) an absence under this clause shall be for the period of the examination and/or graduation up to but not exceeding two (2) days in any one school year.

19:00 JURY DUTY OR SUBPOENA

19:01 A Long Term Occasional Teacher who is absent because of jury duty or subpoena as a witness in any proceeding to which the person is not a party or one of the persons charged, shall be paid the difference between the pay for the Occasional Teaching assignment and the payment(s) the person is entitled to as a juror or as a witness.

19:02 Quarantine

A Long Term Occasional Teacher shall be granted leave of absence if due to the quarantine of the teacher by order of the medical officer of health or similar authority. It is understood that such payment by the Board shall only be made for the period of time that the Long Term Occasional teacher would have been otherwise employed in the LTO assignment.

20:00 TEACHERS' PENSION PLAN

20:01 The Board shall deduct from the Occasional Teacher's salary the premiums for the Teachers' Pension Plan.

21:00 PROFESSIONAL ACTIVITY DAYS

- 21:01 A Long Term Occasional Teacher who is scheduled to work on a Professional Activity Day shall be paid for the day if the principal requires the person to participate in the scheduled professional activities.
- 21:02 When requested by Senior Staff for an Occasional Teacher to attend a Board-wide Professional Development Day's , the Occasional Teacher shall be eligible for a payment of a maximum of one day's pay per school year. Such payment shall be dependent upon the Occasional Teacher's full attendance and participation in the scheduled Professional Development Day. Written confirmation of attendance must be forwarded to the Superintendent of Human Resources, or designate, prior to payment by the day school Principal.
- 21:03 The Board may provide one (1) Professional Development Day specifically for all Occasional Teachers registered with the Board prior to the commencement of the school year or on a mutually accepted date if at least 50 Occasional Teachers indicate their intentions to attend by mid-August of that year. This meeting will be open to all interested Occasional Teachers and the Board-Association Relations Committee shall set the agenda. An Occasional Teacher may attend this meeting but shall not be remunerated for his/her attendance.
- 21:04 On Early Release days, and when the daily Occasional Teacher is called out for the day, the day in this case will be considered half a day and the Occasional Teacher will be compensated for half a day of work.

22:00 PRIOR TERMINATION OF LONG TERM OCCASIONAL TEACHING ASSIGNMENT

- 22:01 A Long Term Occasional teacher shall be notified in writing ten (10) teaching days prior to a termination date for the Long Term Occasional teaching assignment which is other than the original termination date agreed upon.

23:00 EXPERIENCE

- 23:01 An Occasional Teacher accepted for placement on the Board Occasional Teachers' List shall be credited with recognized years of teaching experience with this Board and with other Boards. Eight (8) credit courses in the Day School Continuing Education program shall qualify as one (1) year of experience. One hundred and eighty (180) days of teaching as an Occasional Teacher shall qualify as one (1) year of experience, or a proportion thereof.
- 23:02 One (1) increment represents one (1) year of recognized experience, which is a year of successful teaching experience as a Teacher, as approved by the Director of Education.
- 23:02 Written notification of creditable experience must be given to the Superintendent of Human Resources or his/her designate by September 1st of the current school year. Certified proof of such experience and its acceptability must be submitted by December 31st of the current school year respectively. Any applicable salary adjustment for the current school year shall be withheld until the Occasional Teacher furnishes acceptable proof. However, retroactive adjustment for the current school year shall be protected if the above noted time limitations are met.

- 23:03 With respect to Article 23:02, experience shall be credited on and take effect as of September 1st of the current school year.
- 23:04 A Teacher shall not accumulate more than one (1) year of experience in one (1) school year. 24:05.
- 23:05 No increments shall be granted nor experience recognized for salary purposes to non-certificate teachers on Letters of Permission.

24:00 RATES OF PAY

24:01 The daily rate for Casual Occasional Teachers shall be as follows:

.1 September 1, 2008	\$203.03
.2 September 1, 2009	\$209.12
.3 September 1, 2010	\$215.39
.4 September 1, 2011	\$221.86

It is understood that payment according to the above includes all payments for vacations and public holidays required pursuant to the Employment Standards Act, R.S.O. 2000, C-137, as amended.

24:02 Payment of Occasional Teachers

The Board agrees to pay Occasional Teachers bi-weekly provided time sheets are submitted in time.

24:03 The work week for Occasional Teachers for the sole purpose of Employment Insurance shall be deemed to be forty (40) hours per five (5) day week. Part-time Teachers shall be prorated.

24:04 **Effective September 1st, 2008 the rate for Occasional Teachers teaching more than fourteen (14) consecutive days in one assignment, shall be the salary amount calculated in accordance with the salary grid for day six (6) to the conclusion of the assignment. This shall be applicable to Long Term Occasional Teachers.**

Effective September 1st, 2009 the rate for Occasional Teachers teaching more than thirteen (13) consecutive days in one assignment, shall be the salary amount calculated in accordance with the salary grid for day six (6) to the conclusion of the assignment. This shall be applicable to Long Term Occasional Teachers.

Effective September 1st, 2010 the rate for Occasional Teachers teaching more than twelve (12) consecutive days in one assignment, shall be the salary amount calculated in accordance with the salary grid for day six (6) to the conclusion of the assignment. This shall be applicable to Long Term Occasional Teachers.

Effective September 1st, 2011 the rate for Occasional Teachers teaching more than eleven (11) consecutive days in one assignment, shall be the salary amount calculated in accordance with the salary grid for day six (6) to the conclusion of the assignment. This shall be applicable to Long Term Occasional Teachers.

24:05 Payment shall be made to Occasional Teachers through the process of direct deposit.

Initial Grid Placement

24:06 Placement on the salary grid for Long Term Occasional Teachers shall be determined in accordance with the Qualifications Evaluation Council of Ontario's Programme 5 dated January 2000.

24:07 .1 Salary shall be based on qualifications and documented experience submitted at the time of hiring. It should be understood that any subsequent changes affecting certification and/or experience must be supported by approved documentation and such documentation must be provided to the Human Resources Department before the resultant adjustment in salary is made.

a) Proof of experience must be submitted by December 15 within the same school year of the date of hire in order to qualify for any salary adjustment retroactive to September 1st of that school year.

b) Proof of experience must be submitted by March 15 within the same school year of the date of hire in order to qualify for salary adjustment retroactive to January 1st of that school year.

.2 The onus shall be on the teacher to secure the produce any necessary documentation within the time lines set out in Article 8:02 or 8:03.

.3 If a change in level is to be effective for September 1, the Q.E.C.O. Evaluation Certificate must be submitted prior to December 15 of that school year. The submission of all required documents of Q.E.C.O. on or before October 15 shall be deemed to be in compliance with the December 15 deadline. Any resultant adjustment in salary shall be made by retroactively placing the Teacher on the salary grid according to revised qualifications and recognized years of experience effective the start of the school year.

.4 If a change in level is to be effective January 1 of that school year, the Q.E.C.O. Evaluation Certificate must be submitted prior to December 15 deadline. Any resultant adjustment in salary shall be made by retroactively placing the Teacher on the salary grid according to revised qualifications and recognized years of experience effective the start of the school year.

.5 When notification or a certificate arrives after the deadlines above, any resultant change in level shall be effective for the following school year.

24:08 With respect to clause 24:04, the Board shall not regard Professional Development Days, statutory holidays, or emergency school closings as breaking the consecutiveness of the teaching days involved, but neither a Professional Development Day, a statutory holiday, nor an emergency school closing day shall be regarded as a teaching day.

24:09 .1 Any Occasional Teacher who performs the duties of a teacher who receives a mileage allowance will receive that same allowance when performing the duties of that teacher. This includes teachers who are assigned to preparation and planning time coverage.

.2 Payment for mileage will be identified as a separate item on pay slips.

24:10 Where a teacher is scheduled for two assignments (2 job numbers) on the same day the teacher shall receive mileage reimbursement as per Board Policy.

25:00 CALL OUT ERRORS

- 25:01 An Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given employment in an educational capacity for one-half day and shall be paid a half-day's pay for reporting as required.
- 25:02 An Occasional Teacher who reports for a full day assignment as a result of a call-out error on the part of the Board shall be given a full day's employment in an educational capacity and shall be paid a full day's pay for reporting, pursuant to Article 24:01 **and** 24:05 as required.
- 25:03 The written report of the call-out and the job number shall be the proof as to whether an Occasional Teacher was called in error.
- 25:04 Occasional Teachers who are sent home after they have been duly called out and have reported to their assignment, shall receive the appropriate rate of pay for the assignment or may be reassigned to a school within the same Geographic Location as referenced in article 12:03.
- 25:05 In the event of a school closure through the media, the daily occasional teacher will either be re-assigned or may be requested to return home without pay, but remain on the regular call out cycle.
- 25:06 In the cases of a daily call out, an occasional teacher may be advised that their service at a school may be shortened to a minimum of a half day assignment in the event of an error on the part of the regular absent teacher alternatively, the daily occasional teacher may accept another assignment in the same Geographic Location as referenced in article 12:03.
- 25:07 If an assignment is cancelled and the Occasional Teacher is duly notified (prior to 7:30 a.m.) then the teacher retains their spot on the normal call out rotation.

26:00 COMMUNICATIONS

- 26:01 Official communications between the parties, arising out of this collective agreement, shall be between the Superintendent of Human Resources or designate and the Association or designate.

27:00 INACTIVE STATUS

- 27:01 An Occasional Teacher may go on Voluntary Inactive Status for a period of one (1) month up to one (1) year upon request in writing to the Superintendent of Human Resources or designate, providing the notification is received prior to the distribution of the monthly list referred to in clause 12:01.
- 27:02 An Occasional Teacher returning from Voluntary Inactive Status shall be assigned to his/her former list or may request a transfer to another list.
- 27:03 An Occasional Teacher may return to active status at any time within the one year period after the first month, provided that notification in writing is given to the Superintendent of Human Resources or designate on or before the 21st day of the month prior to the preparation of the monthly list as referred to in clause 12:01. An Occasional Teacher must return to active status at the end of one year to be retained on the Occasional Teacher's List.

27:04 For periods of less than 20 consecutive teaching days, an Occasional Teacher shall call the Board's automated system and declare themselves unavailable for work. Written explanation may be requested at the discretion of the Superintendent of Human Resources, or designate.

28:00 SUPERVISION ASSIGNMENTS

28:01 All Occasional Teachers are to be excluded from morning supervision (before school) on the first day of an assignment, and from noon hour supervision on the first day of an assignment that begins in the afternoon. This clause may be waived at the request of the Occasional Teacher only.

28:02 Where an Occasional Teacher has received a half-day assignment and is scheduled or offered a separate assignment for the other half-day, the supervision schedule shall be allocated to allow the teacher to accept the assignment, where practicable.

28:03 An elementary Occasional Teacher who is assigned a morning assignment only, shall normally assume the regularly scheduled supervision duties of the teacher replaced. If necessary the lunch supervision shall be scheduled to the first portion of the lunch period.

28:04 For Occasional Teachers assigned to secondary schools on the second day and subsequent daily casual assignment, for the same teacher that is absent, the Occasional Teacher may be assigned up to a half (½) period for on-call or supervision.

28:05 Notwithstanding the above, the minimum assignment of an Occasional Teacher assigned to a Secondary School shall be the equivalent of .5 day.

29:00 BENEFITS PLAN

29:01 .1 The Board will provide a benefit package for the Occasional Teachers who are eligible for such benefits. This package will include benefits similar or equal to OTIP Level 3 of the OTIP package for Occasional Teachers.

.2 **The board will provide a basic dental package to Occasional Teachers which will include: Current ODA fee guide, recall exam every nine (9) months, oral exams, x-rays, basic restorations fillings/inlays with a \$1500 per person annual maximum.**

29:02 There shall be mandatory coordination of benefits, following the standards of the Canadian Life and Health Insurance Association. There shall be no loss of benefit for a Teacher as a result of the coordination of benefits. Claims made under a spouse's plan may be followed by claims for the balance of any expenses not reimbursed by the spouse's plan.

29:03 Enrolment and Eligibility Payment of Benefits Plan -50 / 50 co-pay

.1 Occasional Teachers who have worked more than fifty (50) days in the previous school year will be eligible for benefits with the Board. An Occasional Teacher who refuses more than three (3) assignments for the area on which they are on an "A" list may be removed from the benefit plan.

.2 The Board will pay 50% of benefit costs and the Occasional Teacher will pay 50% of benefit costs resulting from enrolment in this plan.

- .3 The Teachers who qualify for this benefit shall notify the Board, in writing, no later than September 15 of the year the teacher qualifies for the benefit of the teacher's intent to enrol.

29:04

Payment of Benefits Plan
Long Term Occasional Teachers

- .1 The Board shall pay 100% of the benefit costs of an eligible full-time Long Term Occasional Teacher who elects to enrol, (pro-rata for part-time).
- .2 A Long Term Occasional Teacher scheduled or who works in excess of sixty (60) school days shall be eligible to enrol.

.3 Benefits for Surviving Spouse/Dependents

The surviving spouse and/or dependents of an Occasional Teacher whose death occurs while that Occasional Teacher is in a Long Term Position shall be entitled to continued benefit coverage in the Board's benefit plan, as per the Collective Agreement, for a period of one year following the date of death. The Board will assume 100% of the cost of the premiums.

30:00

LOYALTY

30:01

Effective September 1, 2009, the Board agrees that a minimum of twenty percent (20%) of the permanent hires each school year will have two years or more experience as an Occasional Teacher with the Niagara Catholic District School Board.
Note: the percentage may need to be rounded off.

31:00

COLLECTIVE AGREEMENT

31:01

The Board shall provide each employee covered by this collective agreement with a copy of the collective agreement within thirty days of ratification and upon hiring. A cost sharing of 50/50 is agreed to the printing of the Collective Agreement.

LETTER OF UNDERSTANDING – Appendix A

That Occasional Teachers will be considered for permanent teaching assignments through written application. **Pastoral References for application for permanent teaching assignments shall be considered valid for two (2) years from the date of the pastoral letter of reference.**

LETTER OF UNDERSTANDING – Appendix B

This agreement will apply to Long Term Occasional (LTO) teachers within the Secondary Panel of the Niagara Catholic District School Board from September 1, 2005 to August 31, 2008.

This agreement will apply to Long Term Occasional (LTO) teachers within the Secondary Panel of the Niagara Catholic District School Board from September 1, 2008 to August 31, 2012.

The Parties Agree:

Secondary Long Term Occasional teachers assigned before November 1st and April 1st of the first and second semesters respectively of each school year of the collective agreement will be assigned 50% of the required supervision minutes for that year.

As of September 1, 2008, 700 minutes (on-calls and supervision)

As of September 1, 2009, 678 minutes

As of September 1, 2010, 655 minutes

As of September 1, 2011, 633 minutes

As of August 31, 2012, 611 minutes

If assigned on or after November 1st or April 1st of the first and second semesters respectively of each school year of the collective agreement will be assigned 25% of the required on calls for that year.

As of September 1, 2008, 350 minutes (on-calls and supervision)

As of September 1, 2009, 339 minutes

As of September 1, 2010, 328 minutes

As of September 1, 2011, 317 minutes

As of August 31, 2012, 306 minutes

Current practice of employing the Long Term Occasional at the Secondary Panel to cover for additional on-calls or supervision when the regular number of supervision minutes have been exhausted will continue throughout the length of this Collective Agreement.

Appendix “C”

Elementary/Secondary Teacher Grids

Grid

Sept. 1, 2008

	A0	A1	A2	A3	A4
0	38,119	40,192	42,409	46,263	48,870
1	40,440	42,641	45,052	49,295	52,115
2	42,757	45,224	47,764	52,462	55,433
3	45,221	47,831	50,545	55,634	58,816
4	47,713	50,461	53,395	58,806	62,235
5	50,259	53,149	56,177	62,048	65,581
6	52,917	55,880	58,958	65,218	68,965
7	55,690	58,905	62,109	68,867	72,715
8	58,411	61,811	64,913	72,055	76,187
9	61,011	64,562	67,677	75,243	79,655
10	63,216	66,906	70,835	78,845	83,469
11	64,731	68,910	72,883	81,631	86,585

Sept. 1, 2009

	A0	A1	A2	A3	A4
0	39,263	41,397	43,681	47,651	50,337
1	41,653	43,920	46,404	50,774	53,678
2	44,040	46,581	49,197	54,036	57,096
3	46,578	49,266	52,062	57,303	60,581
4	49,144	51,975	54,997	60,570	64,102
5	51,767	54,744	57,863	63,910	67,549
6	54,505	57,556	60,727	67,174	71,034
7	57,361	60,672	63,972	70,933	74,896
8	60,164	63,666	66,860	74,216	78,473
9	62,841	66,499	69,707	77,500	82,045
10	65,113	68,913	72,960	81,211	85,973
11	66,673	70,977	75,069	84,080	89,182

Sept. 1, 2010

	A0	A1	A2	A3	A4
0	40,441	42,639	44,992	49,081	51,847
1	42,903	45,238	47,796	52,297	55,289
2	45,361	47,978	50,673	55,657	58,808
3	47,975	50,744	53,623	59,023	62,398
4	50,618	53,534	56,647	62,387	66,025
5	53,320	56,386	59,598	65,827	69,575
6	56,140	59,283	62,549	69,189	73,165
7	59,082	62,492	65,891	73,061	77,143
8	61,969	65,576	68,866	76,443	80,827
9	64,727	68,494	71,799	79,825	84,506
10	67,066	70,980	75,149	83,647	88,552
11	68,674	73,107	77,321	86,602	91,858

Sept. 1, 2011					
	A0	A1	A2	A3	A4
0	41,654	43,918	46,342	50,553	53,402
1	44,190	46,595	49,230	53,866	56,947
2	46,722	49,418	52,193	57,327	60,573
3	49,414	52,266	55,232	60,793	64,270
4	52,137	55,140	58,346	64,259	68,005
5	54,919	58,077	61,386	67,802	71,662
6	57,824	61,061	64,425	71,265	75,360
7	60,854	64,367	67,868	75,253	79,458
8	63,828	67,543	70,932	78,736	83,252
9	66,668	70,549	73,953	82,220	87,041
10	69,078	73,110	77,403	86,157	91,209
11	70,734	75,300	79,641	89,200	94,614

Substitute Quick Reference Card

System Phone Number **905-735-8079 or 1-888-844-1228** Help Desk Phone Number 905-735-0240 ext 269

ID _____

PIN _____

System Calling Times

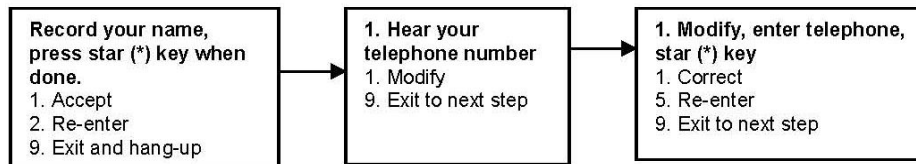
Week Day	Today's Jobs	Future Jobs
Weekdays	Starts at 06:00 a.m. Continues until jobs are 30% completed	06:00 – 09:30 p.m.
Saturday	None	None
Sunday	None	06:00 – 09:30 p.m.
Holidays	None	06:00 – 09:30 p.m.

Substitute Call-in Registration

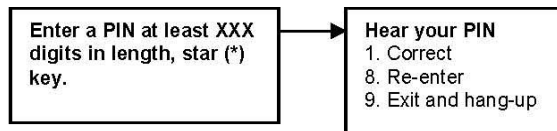
Enter your Access ID, followed by star (*) key.

Enter your PIN, followed by star (*) key. If you do not have a PIN, enter your Access ID followed by the star (*) key.

Name does not exist



PIN is not valid

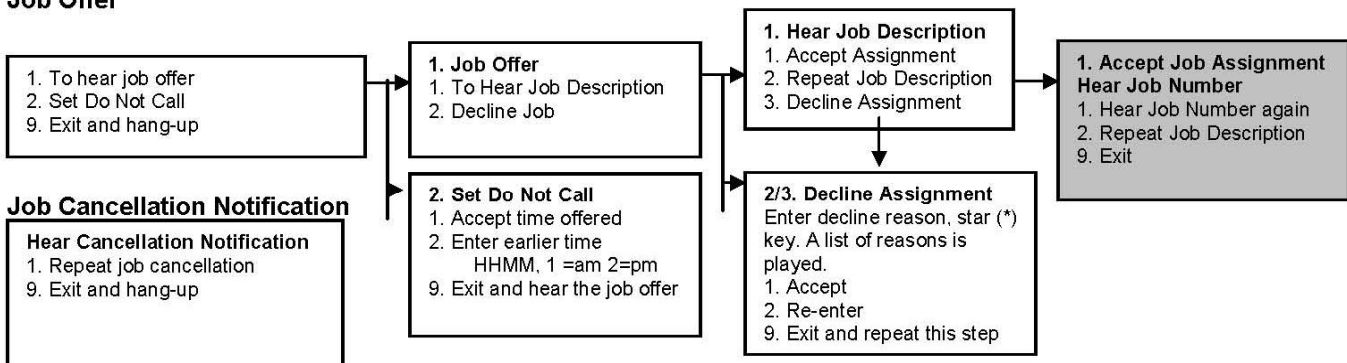


System Call-Out (for Job Offers and Cancellation Notifications)

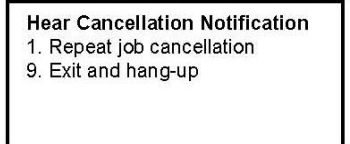
Enter your Access ID, followed by star (*) key. Enter your PIN, followed by the star (*) key, or

Enter the star (*) key to make the system wait for 2 minutes to enter your Access ID. After 2 minutes, the system will hang-up.

Job Offer

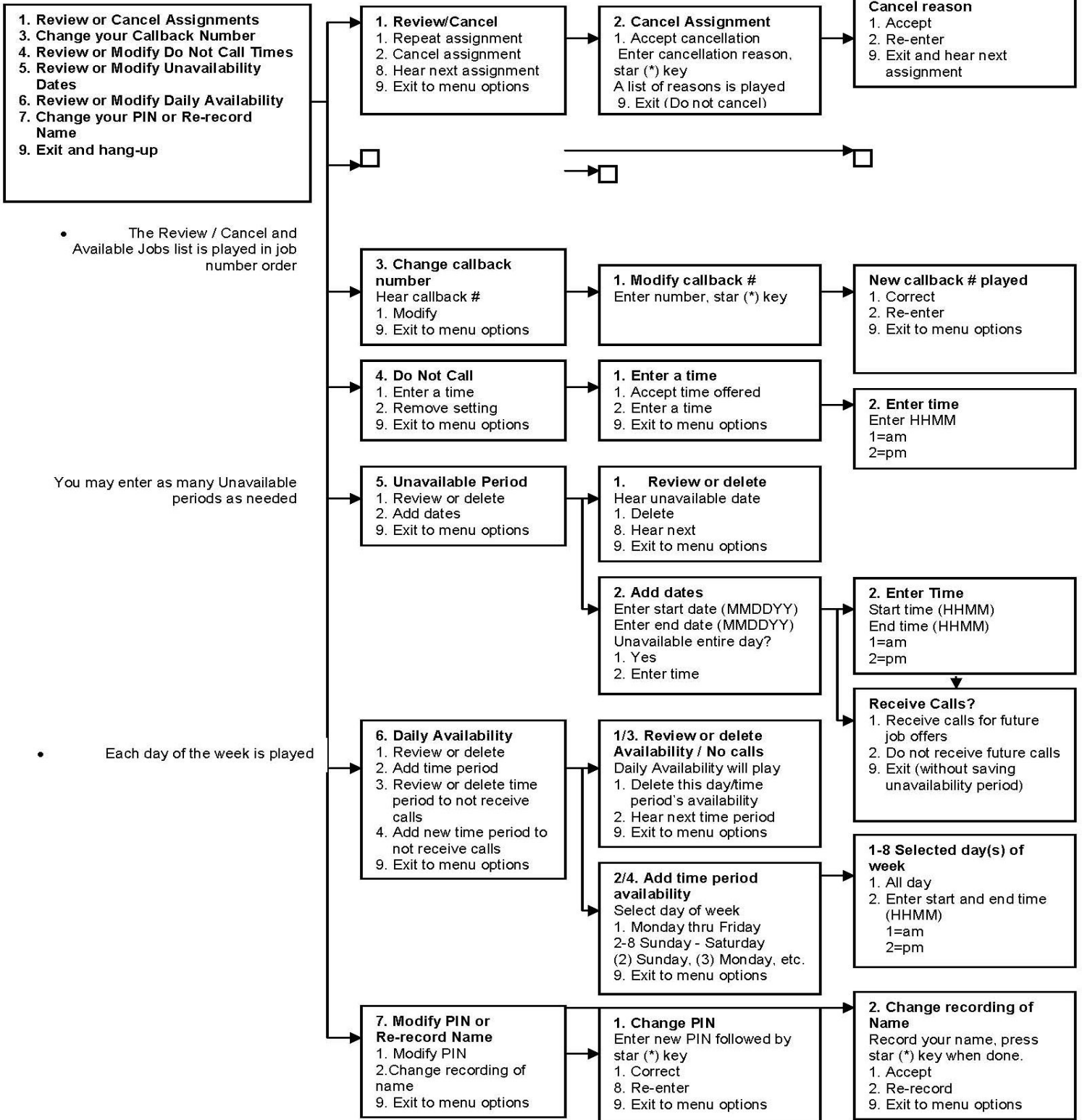


Job Cancellation Notification



Substitute Call-in:

Enter Access ID, followed by the star (*) key, Enter PIN, followed by the star (*)key, then listen to announcements.



YOUR SCHOOL DISTRICT SUBSTITUTE BROWSER ACCESS

Browser Access Instructions

Web Browser URL <http://vip.ncdsb.com>

Help Desk Phone Number 905-735-0240 ext 269

Sign In

Open your web browser and access the SmartFindExpress Sign In page. Review the messages above the Sign In. Enter your Access ID and PIN. Review additional announcements on your home page, if any.

Profile Link

Choose the Profile link to view and update your information.

Profile Tab

- **Change your Callback Number**

Enter the telephone number where you can be contacted by the system. Include the '1' (long distance indicator) and area code only if required for the system to call you from the district office

- **Add Temporary Do Not Call setting**

Enter a time in HH:MM am or pm format for the system to resume calling
(The maximum is 24 hours from the current time)

Schedule Tab

- **Create a New Availability Schedule**

- o Select *New* button
- o Select *Save* button
- o Select days of the week for the schedule by leaving boxes checked by that day
- o Select the times you are available to work or do not want to be called. (Choose only one option)
 - Check box for all day or
 - Enter a start and end time range in HH:MM am or pm format
- o Select *Save* button
- o To Exit without saving changes, select the *Return to List* button

- **Modify your Availability Schedule**

- o Choose day or days of the week you want to delete by checking the boxes by that day
- o Select the *Delete* button
- o Select the *New* button to add a new day of week or time. Follow the steps for "Creating a New Availability Schedule" as outlined above.

- **Delete an Availability Schedule**

- o Select day(s) of the week you want to delete by checking the boxes by that day
- o Select the *Delete* button

Classifications and Locations Tab

- Review classifications and locations you have chosen for possible assignments

Unavail Dates Tab

- **Create Unavailability Schedule**

- o Select the *New* button
- o Enter Start and End Date Range (MM/DD/YYYY) or use the calendar icon
- o Select the *All Day* check box or enter the time range in HH:MM am or pm format
- o Select the *Call for Future Assignments* checkbox, if during the unavailable time period entered you would still like to receive calls for future assignments. Leave box unchecked if you do not want any calls during this time
- o Select *Save* button

- **Delete Unavailability Schedule**

- o Place a checkmark in the desired date range box
- o Select the *Delete* button

YOUR SCHOOL DISTRICT SUBSTITUTE BROWSER ACCESS

Review Assignments

Choose the Review Assignments link to review past, present and future assignments or to cancel an assignment

Follow these steps

- Select format for Assignment display. List or Calendar view
- Search for assignments
 - o Enter the date range with forward slashes (MM/DD/YYYY) for your search or use the calendar icon. Leaving dates blank will return all data
 - o Enter a specific job number (date range will not be used)
- Press the *Search* button to display the list of assigned jobs
- Choose the *Job Number* link to view job details
 - o Select the *Return to List* button to review other jobs assigned to you
 - o Select the *Cancel Assignment* button to cancel your assignment. Enter a reason for canceling from the pull-down list. Wait for the "Job was cancelled successfully" notification. You cannot cancel an assignment that has already started.

TO: Niagara Catholic District School Board
Special Board Meeting
In Camera Session
November 27, 2008

TOPIC: COLLECTIVE AGREEMENT
ELEMENTARY TEACHERS - OECTA NIAGARA UNIT

RECOMMENDATION

THAT the Niagara Catholic District School Board approve the Collective Agreement for the Elementary Teachers of the Ontario English Catholic Teachers' Association (OECTA) Niagara Unit for the period of September 1, 2008 - August 31, 2012, as presented.

Prepared by: Rob Ciarlo, Superintendent of Education
Presented by: Rob Ciarlo, Superintendent of Education
Approved by: John Crocco, Director of Education
Date: November 27, 2008



NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD

REPORT TO THE BOARD NOVEMBER 27, 2008

COLLECTIVE AGREEMENT ELEMENTARY TEACHERS - OECTA NIAGARA UNIT

BACKGROUND INFORMATION

On November 3, 2008 representatives from the Board negotiating team and the Ontario English Catholic Teachers – Niagara Elementary Unit reached a tentative collective agreement. On Monday, November 26, 2008 the elementary teachers will be ratifying the tentative agreement and results will be forwarded to the Trustees on November 27th prior to the Special Board meeting to consider approval of the tentative agreement.

The following Provincial items have been included in the Elementary tentative agreement:

- General Wage Increase:
 - September 1, 2008-August 31, 2012
 - September 1, 2008 3.0%
 - September 1, 2009 3.0%
 - September 1, 2010 3.0%
 - September 1, 2011 3.0%
- Establishment of two (2) committees:
 - Professional Development Committee
 - Staffing Committee
- Parameters to Planning and Preparation time
- Provisions for Grades 4-8 Class Size Reduction
- Grades 7 and 8 Student Success Teachers and Literacy and Numeracy Coaches
- Elementary Teacher Supervision maximum
- Letter of Understanding regarding Group Benefits
- Transferability of other PDT agreements
- Benefits for surviving Spouse and Dependents
- Adoptive leave (extension)
- Family leave
- Supplemental Employment Benefit plan for maternity leave
- Mutually agreed upon transfers
- And general housekeeping of the Collective Agreement.

RECOMMENDATION

THAT the Niagara Catholic District School Board approve the Collective Agreement for the Elementary Teachers of the Ontario English Catholic Teachers' Association (OECTA) Niagara Unit, as presented.

Prepared by: Rob Ciarlo, Superintendent of Education
Presented by: Rob Ciarlo, Superintendent of Education
Approved by: John Crocco, Director of Education
Date: November 27, 2008

COLLECTIVE AGREEMENT

Between



**NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD**

and

ELEMENTARY TEACHERS OF

ONTARIO ENGLISH
**Catholic
Teachers**
ASSOCIATION
(Niagara Elementary Unit)

September 1, 2008 to August 31, 2012

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PREAMBLE

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

1:00 GENERAL PROVISIONS

1:01 Recognition of Association

- .1 The Niagara Catholic District School Board (the “Board”) recognizes the Ontario English Catholic Teachers' Association (the “Association”) as the sole and exclusive bargaining agent authorized to negotiate and represent all Elementary Teachers other than Occasional Teachers, as defined in Part X.1 of the Education Act, employed in the Niagara Catholic District School Board.
- .2 The terms of this Collective Agreement shall apply to all Teachers employed in the elementary panel by the Board. Any exceptions must be mutually agreed upon by the Association and the Board.

2:00 TERMS OF AGREEMENT

2:01 Duration And Renewal

- .1 This Collective Agreement becomes effective on September 1, **2008** and will remain in effect until August 31, **2012**, and from year to year thereafter unless notice is given by either party on or before April 1 in the year of expiry.

2:02 This Collective Agreement is binding in all its clauses on all Teachers employed in the elementary panel of the Board. The Association and the Board must mutually agree upon any exceptions made for individuals.

2:03 Strikes and Lockout

- .1 The Association will ensure that there are no strikes as long as this Collective Agreement is in force.
- .2 The Board will ensure that there are no lockouts as long as this Collective Agreement is in force.
- .3 For the purpose of this article, “strike” and “lockout” have the same meaning as under the Labour Relations Act as interpreted by the Ontario Labour Relations Board.

3:00 MANAGEMENT RIGHTS

3:01 The Board reserves unto itself, fully and exclusively, all management rights and prerogatives conferred on it by statute, regulation or otherwise, save and except to the extent expressly modified, curtailed or limited by any provision of this Collective Agreement.

3:02 The provisions of this Collective Agreement shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic Separate School Boards under the Section 93 of the Constitution Act.

4:00 JUST CAUSE

4:01 No Teacher shall be disciplined, demoted or discharged except for Just Cause.

4:02 In the event that the Board terminates a Teacher for Just Cause, the Board shall provide the Teacher within 30 working days, written notice of such termination. Such notice shall state the reason(s) for termination.

4:03 Before any disciplinary action is taken by the Board for denominational cause, an appropriate ecclesiastical authority recommended by the Bishop of the Diocese of St. Catharines shall determine the validity of the specific denominational cause. Discipline, demotion or discharge for denominational cause shall be Just Cause. An appropriate ecclesiastical authority recommended by the Bishop of the Diocese of St. Catharines shall determine whether there has been denominational cause. Although the factual issues may be subject to arbitral review, an arbitrator shall not have jurisdiction to alter, amend, or modify a discharge, discipline, or demotion for denominational cause.

5:00 PROBATIONARY PERIOD

5:01 .1 All Teachers newly hired to the Board shall serve a probationary period of ten (10) teaching months.

.2 In extraordinary circumstances, the probationary period of a Teacher may be extended for an additional period of up to ten (10) months on written notification by the Board to the Teacher. The Board shall discuss the reasons for and the length of the extension with the President of the LTBU prior to the notification to the Teacher.

.3 Where a Teacher has been absent from duty for a period of twenty (20) consecutive days or more, the probationary period shall be extended by the equivalent length of time of the absence, such that the entire probationary period does not exceed ten (10) teaching months.

5:02 Effective September 1, 2004, all newly hired teachers to the Board, shall be required to successfully complete the OCSTA / OECTA Religion Part 1 course or equivalent within 2 years of date of hire. The Board shall reimburse the Teacher a minimum of \$100 upon completion of the course. A one year extension may be requested in writing to the Superintendent of Human Resources, this request shall include reasons for the extension and the date by which the employee plans on registering for the course.

6:00 PROVISION OF COLLECTIVE AGREEMENT

6:01 **Niagara Elementary OECTA shall receive 300 signed copies of the Collective Agreement. The cost of printing shall be jointly shared by the Board and the Niagara Elementary Unit of OECTA.** The Board agrees to tender the printing of the Collective Agreement in consultation with the LTBU of the Niagara Catholic District School Board.

6:02 The printing and distribution of the Collective Agreement shall be complete thirty (30) working days after the tendering process has been awarded by both parties.

6:03 An electronic version of the Collective Agreement will be available on the Board's Intranet for Teachers to access.

7:00 GRIEVANCE PROCEDURES

7:01 General

- .1 A grievance under the agreement shall be defined as any difference or dispute which relates to the interpretation, application and/or administration of this Collective Agreement.
- .2 Three classifications of grievances exist: Teacher Grievance which is lodged by one individual Teacher; Unit Grievance which is lodged by the Association on behalf of a number or all the Teachers; and a Board Grievance which is lodged by the Board against the Association.
- .3 The term "days" when used in this article means calendar days excluding Saturdays, Sundays, legal holidays and the Christmas and Spring Break periods as approved in the Board's School Year Calendar.
- .4 In the computation of any time periods contained in this Article the first day shall be excluded and the last day included.
- .5 Prior to submission of a grievance, there shall be an attempt to resolve the issue through informal discussion. A Teacher, the Unit or the Board shall discuss the situation with the Principal, the Supervisory Officer, the Board or the Unit, as appropriate, in an attempt to resolve the issues to mutual satisfaction. At any time during any of the steps of the grievance process, an attempt may be made to resolve the grievance through informal discussion with the Board and the Association.
- .6 Timelines in this Article are mandatory and not simply directory and may be amended only by mutual agreement of the Board and the Association on a case by case basis.
- .7 In the event that a grievance has been initiated and has not proceeded to the next step in accordance with the timelines in this article, then the grievance shall be deemed abandoned.
- .8 "Letter" means a registered letter or a hand-delivered letter or confirmed FAX. A registered letter is deemed to be received by a party three (3) days after posting. A FAX or hand-delivered letter is deemed to be received when written confirmation of receipt is obtained.
- .9 The Grievance Officer or Association designate shall be present at all stages in the grievance procedure.

7.02 Unit Grievance

- .1 Unit grievances as defined herein shall commence at Step III of the Teacher grievance procedure.

7.03 Board Grievance

- .1 A Board grievance shall start at Step III of the Teacher grievance procedure.

7.04 Contents of Grievance

- .1 The statement of grievance shall:
 - a) be in writing, naming the party(ies) involved;
 - b) specify the article(s) which are alleged to have been violated;
 - c) contain a precise statement of the facts giving rise to the grievance;
 - d) indicate the redress sought; and
 - e) be signed by the grievor.

7.05 Teacher Grievance

.1 Step I

Failing satisfaction at the informal level, within fifteen (15) days, of no resolution the teacher may submit the grievance to the appropriate Family of Schools Superintendent and/or Superintendent of Human Resources or designate.

The Family of Schools Superintendent and/or Superintendent of Human Resources or designate may meet with any relevant parties. The Superintendent shall give the decision by letter on the matter grieved to the Teacher within five (5) days of receipt of the written grievance.

.2 Step II

Within three (3) days of the receipt of an unsatisfactory reply or failing a reply, then within eight (8) days of submitting the grievance at Step I, the Teacher shall lodge the written grievance with the Director asking for a meeting to discuss the matter.

The said meeting shall be arranged and held within five (5) days of the receipt of the letter of grievance. The meeting shall be held at the Board Office during regular working hours of the Board. The Teacher shall be accompanied to the meeting by a representative of the Association.

The decision of the Director shall be given to the Teacher by letter within three (3) days following the meeting and a copy of this decision shall be forwarded to the Unit President.

Failing settlement of the grievance at Step II, the Teacher may proceed to Step III, within three (3) days after receipt of the decision of the Director.

.3 Step III

Within three (3) days of receipt of an unsatisfactory decision, or failing a reply, then within eight (8) days of submitting the grievance at Step II, the Teacher shall submit the grievance to the Chairperson of the Board and the Superintendent of Human Resources specifying in detail the facts of the grievance and naming the parties involved in the grievance.

All parties involved, including a representative of the Association, shall be given the opportunity of discussing the grievance with a Committee of the Whole or the Board within fifteen (15) days of the receipt of the grievance by the Chairperson and the Superintendent of Human Resources. Either party may have legal counsel in attendance. If legal counsel is to be in attendance, either party will notify the other five (5) days prior to the date of the meeting.

The Board shall notify the Teacher of its decision by letter within five (5) days after the meeting at which the grievance was discussed.

If the grievance is still not settled, the Association may proceed to Step IV within ten (10) days of the receipt of the decision of the Committee of the Board and/or the Board.

.4 Step IV

Within ten (10) days after receipt of the decision, or failing a reply within twenty-six (26) days of submitting the grievance at Step III, the Association shall notify the Chairperson of the Board and the Superintendent of Human Resources by letter of its desire to proceed to arbitration.

Within five (5) days after notification by the Association to the Board of a decision to proceed to Arbitration, each party will appoint a nominee to an Arbitration Board and advise the other party in writing of the name of its nominee. The two nominated arbitrators shall confer and determine if the grievance can be resolved. Failing resolution they shall appoint a chairperson within five (5) days of their appointment. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Labour Relations Board who shall have the power to effect such appointment.

Each of the parties shall bear the expense of the arbitrator nominated by it and the parties shall jointly bear the expense of the Chairperson.

The Arbitrators shall not have the power to alter or change any of the provisions of the Collective Agreement, or to give any decisions inconsistent with the terms and provisions of said agreement and/or any provincial statutes or regulations.

All parties involved shall expedite the proceedings of the Arbitration Board. The decision of the majority of the Board shall then be final and binding on all parties. If there is no majority decision of the Board, then the decision of the Chairperson shall be final and binding.

Where the parties mutually agree, the grievance may be referred to Mediation/Arbitration in accordance with Section 50 of the Ontario Labour Relations Act.

An Arbitration Board shall not consider a grievance unless it has been properly carried through all previous steps of the grievance procedure, or unless the party opposing the grievance has refused to participate in the earlier stages of the grievance procedure.

After Step II, any actions taken by mutual consent to expedite the grievance procedure are encouraged. Any steps in these procedures expedited or by-passed by written consent between the parties shall be considered to have been carried out.

7.06 Expedited Arbitration

Expedited Arbitration, as currently provided in Section 49 of the Ontario Labour Relations Act, shall be available as provided for in legislation.

8:00 SALARY

8:01 Interpretations And Definitions

- .1 Ontario Certificates only are included in the Definitions.
- .2 No increments shall be granted nor experience recognized for salary purposes to non-certificate Teachers on Letters of Permission.

- .3 One Hundred and Eighty (180) days of teaching as an Occasional Teacher shall qualify as one (1) year of experience, or a proportion thereof. An Occasional Teacher shall not accumulate more than one (1) year of experience in one school year.
- .4 One increment represents one FTE year of recognized experience, which is a year of successful teaching experience as a Teacher, as approved by the Director of Education.
- .5 "Q.E.C.O." means - The Qualifications Evaluation Council of Ontario.
- .6 Q.E.C.O. Evaluation Certificate shall be a certificate under The Qualifications Evaluation Council of Ontario Programme 5.
- .7 All teaching experience must be documented by the previous Board(s) and/or by relevant organization(s) with which the experience was gained.
- .8 All teaching experience must be based on an Ontario Teacher's Certificate or the equivalent thereof.

8:02 Placement

- .1 All Teachers under this agreement will be placed on the salary grid at a level consistent with the Teacher's qualifications and recognized years of experience as a Teacher, and subject to the definitions employed in this Collective Agreement.
- .2 Teachers shall be placed on the grid effective the start of each school year or on hire at the grid step for which they have accumulated experience with all experience rounded to a full integer.
- .3 Qualification level placement on the salary grid will be determined by an Evaluation Certificate obtained from Q.E.C.O. as per section 8:01.6 or 8:01.7 and submitted to the Board under the requirements of Section 8:03.
- .4 Persons who hold a Letter of Permission without a degree shall be placed at the minimum salary in Category A0 and receive no increments.
- .5 Persons who hold a Letter of Permission with a degree shall be placed at the minimum salary in Category A1 and receive no increments.

8:03 Change in Level/Salary

- .1 Salary shall be based on qualifications and documented experience submitted at the time of hiring. It should be understood that any subsequent changes affecting certification and/or experience must be supported by approved documentation and such documentation must be provided to the Human Resources Department before the resultant adjustment in salary is made.
 - a) Proof of experience must be submitted by December 15 within the same school year of the date of hire in order to qualify for any salary adjustment retroactive to September 1st of that school year.
 - b) Proof of experience must be submitted by March 15 within the same school year of the date of hire in order to qualify for salary adjustment retroactive to January 1st of that school year.

- .2 The onus shall be on the teacher to secure and produce any necessary documentation within the time lines set out in article 8:02 or 8:03.
- .3 If a change in level is to be effective for September 1; the Q.E.C.O. Evaluation Certificate must be submitted prior to December 15 of that school year. The submission of all required documents to Q.E.C.O. on or before October 15 shall be deemed to be in compliance with the December 15 deadline. Any resultant adjustment in salary shall be made by retroactively placing the Teacher on the salary grid according to revised qualifications and recognized years of experience effective the start of the school year.
- .4 If a change in level is to be effective January 1 of that school year; the Q.E.C.O. Evaluation Certificate must be submitted prior to March 15 of that school year. The submission of all required documents to Q.E.C.O. on or before February 15 shall be deemed to be in compliance with the March 15 deadline. Any resultant adjustment in salary shall be made by retroactively placing the Teacher on the salary grid according to revised qualifications and recognized years of experience effective January 1 of that school year.
- .5 When notification or a certificate arrives after the deadlines above, any resultant change in level shall be effective for the following school year.

8:04 Grid

Sept. 1, 2008					
	A0	A1	A2	A3	A4
0	38,119	40,192	42,409	46,263	48,870
1	40,440	42,641	45,052	49,295	52,115
2	42,757	45,224	47,764	52,462	55,433
3	45,221	47,831	50,545	55,634	58,816
4	47,713	50,461	53,395	58,806	62,235
5	50,259	53,149	56,177	62,048	65,581
6	52,917	55,880	58,958	65,218	68,965
7	55,690	58,905	62,109	68,867	72,715
8	58,411	61,811	64,913	72,055	76,187
9	61,011	64,562	67,677	75,243	79,655
10	63,216	66,906	70,835	78,845	83,469
11	64,731	69,392	72,883	81,631	86,585

Sept. 1, 2009					
	A0	A1	A2	A3	A4
0	39,263	41,397	43,681	47,651	50,337
1	41,653	43,920	46,404	50,774	53,678
2	44,040	46,581	49,197	54,036	57,096
3	46,578	49,266	52,062	57,303	60,581
4	49,144	51,975	54,997	60,570	64,102
5	51,767	54,744	57,863	63,910	67,549
6	54,505	57,556	60,727	67,174	71,034
7	57,361	60,672	63,972	70,933	74,896
8	60,164	63,666	66,860	74,216	78,473
9	62,841	66,499	69,707	77,500	82,045
10	65,113	68,913	72,960	81,211	85,973
11	66,673	71,474	75,069	84,080	89,182

Sept. 1, 2010

	A0	A1	A2	A3	A4
0	40,441	42,639	44,992	49,081	51,847
1	42,903	45,238	47,796	52,297	55,289
2	45,361	47,978	50,673	55,657	58,808
3	47,975	50,744	53,623	59,023	62,398
4	50,618	53,534	56,647	62,387	66,025
5	53,320	56,386	59,598	65,827	69,575
6	56,140	59,283	62,549	69,189	73,165
7	59,082	62,492	65,891	73,061	77,143
8	61,969	65,576	68,866	76,443	80,827
9	64,727	68,494	71,799	79,825	84,506
10	67,066	70,980	75,149	83,647	88,552
11	68,674	73,618	77,321	86,602	91,858

Sept. 1, 2011

	A0	A1	A2	A3	A4
0	41,654	43,918	46,342	50,553	53,402
1	44,190	46,595	49,230	53,866	56,947
2	46,722	49,418	52,193	57,327	60,573
3	49,414	52,266	55,232	60,793	64,270
4	52,137	55,140	58,346	64,259	68,005
5	54,919	58,077	61,386	67,802	71,662
6	57,824	61,061	64,425	71,265	75,360
7	60,854	64,367	67,868	75,253	79,458
8	63,828	67,543	70,932	78,736	83,252
9	66,668	70,549	73,953	82,220	87,041
10	69,078	73,110	77,403	86,157	91,209
11	70,734	75,827	79,641	89,200	94,614

- .2 No teacher shall suffer a decrease in salary paid as a result of the change in the grid or in the change in how experience is calculated.

8:05 Allowances

- .1 An Allowance shall be paid to Teachers, in addition to salary from grid placement, for Teachers filling the following positions:

a) Co-ordinator

The allowance for Co-ordinator is 7% of salary on grid annually.

Co-ordinator means a certified teacher who holds the necessary qualifications for the position. A Co-ordinator in accordance with the requirements under the Education Act and Regulations is responsible for co-ordination, supervision and delivery of programmes. A Co-ordinator shall serve on the basis of a renewable fixed term appointment as determined by the Board.

b) Consultant

The allowance for Consultant is 5% of salary on grid annually.

Consultant means a certified teacher holding the necessary qualifications for the position. A Consultant, in accordance with the requirements under the Education Act and Regulations, assists teachers in the maintenance of quality programmes and in the improvement of the methods of instruction in a specified area of a school programme in all schools or a group of schools as determined by the Board. A Consultant shall serve on the basis of a renewable fixed term appointment as determined by the Board.

c) Special Assignment Teacher \$ nil

A Special Assignment Teacher, defined as a certified teacher qualified in the area of Special Education, shall be appointed by the Board out of the classroom to work with teachers in such areas as assessment, testing and programme delivery. The primary contacts of a Special Assignment Teacher shall be with students. The duties may complement but not duplicate the duties of a Consultant or a Coordinator. A Special Assignment Teacher shall serve on the basis of a renewable fixed term appointment as determined by the Board.

d) Special Initiative Teacher \$ nil

A Special Initiative Teacher, defined as a certified teacher qualified in the specific area, appointed by the Board to work on a specific temporary initiative for a time specific term not to exceed two (2) school years commencing from the date of appointment. After two (2) school years the specific Ministry initiative, if continued, shall be deemed to be permanent and subject to Articles 17:02 and 17:05 of the current Collective Agreement. The primary contact of a Special Initiative Teacher shall be with students. The duties may complement, but not duplicate, the duties of a Consultant or a Co-ordinator.

- .2 An allowance is withdrawn from any Teacher who leaves a position of responsibility or who is not renewed in a position of responsibility which grants that Teacher an allowance.

8:06 Allowance for Related Experience

- .1 Related technological experience shall be compensated on the basis that three (3) years of work experience shall be equated to one (1) year of teaching for the purposes of grid placement.
- .2 At the time of hiring, the Board shall notify the teacher of the related technological experience recognition available to teachers. The teacher shall submit documentation of the related technological experience for evaluation within sixty (60) days of commencement of employment.
- .3 In calculating related technological experience for teachers with degrees, the years calculated shall be those years in excess of those required for admission to a Faculty of Education in Ontario.
- .4 In calculating related technological experience for teachers without degrees, the years calculated shall be those in excess of the number of years normally required for admission to a Faculty of Education in Ontario.
- .5 The onus shall be on the teacher to produce evidence of such experience.

- .6 For the purpose of Article 8:06.1, related technological experience means experience directly related to the teaching assignment at the time of hiring, as determined by the Board.
- .7 Notwithstanding Article 8:06.2, Teachers in the employ of the Niagara Catholic District School Board on the date of ratification shall have sixty (60) days following ratification to submit documentation of related work experience for evaluation. Their placement on the grid will then be adjusted retroactively effective to the date of submission.

8:07 Method Of Payment

- .1 The schedule for payment for salary shall be:
(Refer to “Important Information” at the back of the Collective Agreement for pay schedule.)
 - a) The Association agrees to a system of payments consistent with its current practice of every second week and 1/26 for each payment.
 - b) The Association further recognizes that there may be a need to have the number of payments at 1/27 in some years and will consult with the Board.
 - c) Such payment shall total 100% of the annual salary.
- .2 Payment for retiring Teachers or Teachers on leave shall be paid on the basis of actual days worked in the school year.
- .3 The Board shall pay all Teachers through electronic fund transfer to the financial institution of their choice.
- .4 Each pay, a code sheet explaining deductions shall be supplied to each Teacher in a sealed envelope, delivered to his or her home school. When changes to salary or deductions are made during the school year, a written notice explaining such changes shall be sent to the Teacher.
- .5 In the event of an overpayment by the Board to any Teacher, repayment of this amount shall take place within a calendar year from the date of discovery of said overpayment, with the repayment schedule subject to consultation and consent by both parties within this time frame. In the event there is no agreement within two (2) months, then the amount shall be taken out in equal payments over the balance of the ten (10) months.
- .6 Upon the death of a Teacher actively employed by the Board, all remuneration due the deceased shall be paid to the estate.

8:08 Travel Expenses

- .1 The Board shall reimburse a teacher at the rate set out in Board Policy for a Teacher that must travel in the performance of their duties.

9:00 DEDUCTION OF FEDERATION ASSOCIATION FEE

9:01 Local Office Levy

- .1 The Board shall deduct from each member of the Local Teacher Bargaining Unit an amount to be determined by the Unit and deducted in a manner mutually agreeable to the Board and Unit.
- .2 The Board shall be notified of this amount by July 1 preceding the levy.

9:02 Provincial Association Dues

The Board shall deduct from the pay of each teacher who is within the scope of this agreement, twenty (20) equal installments over the ten (10) months of the school year, 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. The Board shall remit the total amount so deducted to the Ontario English Catholic Teachers' Association within thirty (30) calendar days of collection.

9:03 Such deductions as required under article 9:00 shall have the same meaning as “regular union dues” as defined under section 47(2) of the Ontario Labour Relations Act.

9:04 The Association shall indemnify and save the Board harmless against any or all claims or liability arising out of the application of article 9:00.

9:05 College of Teachers

The Board shall deduct from Teachers in equal installments between September and December inclusive, the fee payable to the College of Teachers. Such fee shall be paid to the College of Teachers by the Board in January of each year for each teacher in the employ of the Board, or at such other time as the College of Teachers may prescribe.

10:00 BENEFITS

10:01 Coverage

- .1 The Board agrees to pay 100% of the cost of the premiums of all participating Teachers, who are eligible under the terms of the plan, subject to 10:01.2, for the Extended Medical, Dental, Group Life and Vision Care Plans.
- .2
 - a) Part-time Teachers are eligible to enroll in the benefits listed under section 10:00, but are solely responsible for employees share and a proportion of the Board’s share of the premium cost, based on the percentage of time not employed.
 - b) Part-time teachers currently receiving full benefits who decline an increase in contract status offer will revert to pro-rated benefits effective the first pay date following the declined offer. The Board shall inform the part-time teacher of the cost of the benefits at the time of offer of full time employment. The Teacher shall have 24 hours to inform the Board of his/her decision.
- .3 All benefits coverage shall be mandatory as a condition of employment.

- .4 There shall be mandatory coordination of benefits, following the standards of the Canadian Life and Health Insurance Association. There shall be no loss of benefit for a Teacher as a result of the coordination of benefits. Claims made under a spouse's plan may be followed by claims for the balance of any expenses not reimbursed by the spouse's plan.
- .5 The provider or agency supplying the coverage shall be at all times determined by the Board except in the case of LTD coverage, where the carrier or Agency shall be selected by the Association.
- .6 The Board shall distribute details of the group benefit plans to employees at hire and following ratification of this agreement.

10:02 Extended Medical Plan

- .1 The Board agrees to make an extended medical plan available. The plan shall provide single and family options, with unlimited lifetime benefits.
- .2 Coverage for drugs shall be provided using a card system and shall include a \$2.00 co-payment per prescription. Generic drug substitution shall be required, unless specifically excluded by physician on a prescription. There shall be reimbursement of Over the Counter (OTC) drugs with the submission of a prescription and receipt, subject to the \$2.00 co-payment per prescription.

10:03 Dental Plan

- .1 The Board agrees to pay premiums for a Dental Plan, equivalent to the Greenshield Plan dated September 1, 2000, with a nine (9) month recall, with the covering agency selected by the Board.
- .2 The Plan shall include: denture services with 50-50 co-insurance with no maximum; orthodontic services with 50-50 co-insurance and a \$2500 lifetime maximum per insured person; and major restorative – bridges and crowns with 50-50 co-insurance and a \$3000 lifetime maximum per insured person.
- .3 The coverage to be as outlined in the current Dental Association Schedule of Fees.

10:04 Group Life Insurance

- .1 The Board agrees to make Group Life insurance coverage available with accidental death and dismemberment clauses. Such insurance coverage shall be three (3) times salary to a maximum of \$250,000. No medical examination will be required.
- .2 Subject to the terms of the carrier, the Board shall endeavor to provide optional additional coverage for dependents and spouses. Such insurance shall be \$50,000 for a spouse and \$25,000 for each dependent. The cost of the coverage shall be paid entirely by those participating.

10:05 Vision Care Plan

The plan shall provide a combined maximum of \$250.00 coverage each 24 months for joint prescriptions for the cost and/or repair of frames, lenses or contacts, **and \$250 lifetime maximum per eye for laser eye surgery** for each employee and dependents. For dependents 18 years or younger, the plan shall provide a combined maximum of \$250.00 coverage each 12 months for joint prescriptions for the cost and/or repair of frames, lenses or contacts.

10:06 Long Term Disability Insurance

- .1 The Board agrees to administer the Ontario Teacher's Insurance Plan on behalf of the Teachers. The Board shall effect the necessary premium deductions from payroll and shall administer it in accordance with all terms and conditions as of February 1, 2002. The Teachers shall pay the necessary premiums.
- .2 Teachers that have qualified for Long Term Disability shall continue to accumulate seniority for the time absent, but shall not gain experience.
- .3 All terms and conditions of redundancy shall apply to a teacher resuming duties after a period of disability on the L.T.D. plan.
- .4 All eligible teachers on staff must, as a condition of employment, enrol in the Long Term Disability Plan.
- .5 Teachers shall make application for LTD coverage and will be responsible for submitting all documentation to be forwarded to the carrier and doctor. If approved, the teacher shall receive such benefits. In the event that such Teacher is denied LTD benefits, such Teacher shall be eligible to access sick leave credits.
- .6 A teacher who does not qualify for Long Term Disability and has no further sick leave days shall be deemed to be on a leave and shall continue to accumulate seniority for the duration of this leave of absence.
- .7 A teacher deemed to be on such leave of absence shall be responsible for the payment of 100% of the premiums of applicable teacher benefits.
- .8 The Board agrees to pay 100% of the cost of the premiums for benefits of all Teachers who have qualified for LTD and who are eligible under the terms of the plan, subject to 10:01.2, for the Extended Medical, Dental, Group Life and Vision Care Plans.**
- .9 LTD Repayment

Teachers shall repay the Board for 100% of their gross salary for any sick days used beyond the OTIP 60 working day elimination period. Repayment shall be as per article 8:07.5. An Agreement of Sick Leave Credits Repayment Form is to be signed by the Teacher and returned to the Board prior to the expiration of the elimination period. The Board may suspend the payment of sick leave credits to the employee if the signed repayment form is not received prior to the end of the elimination period.

10:07 Benefits for Retirees

The Board shall make available to each Teacher upon retirement an election to enroll in the benefit plans as outlined in Article 10. The retired teachers shall form a separate group in the plan and shall assume the full cost of the required premiums. These shall be payable at least monthly in advance or as otherwise agreed upon by the Board and the retired teacher.

10:08 Benefits Review Committee

- .1 The Board shall form a Benefits Committee whose mandate is to include but is not limited to receive and study:
 - a) cost of the plans
 - b) factors influencing cost
 - c) financial data
 - d) usage data
 - e) designs of the plans
 - f) proposals for tendering
 - g) additional riders
 - h) study of ODA fee schedule
 - i) benefit plan for retirees
- .2 This committee shall function as follows:
 - a) one (1) designated representative shall be invited from each employee group of the Board and up to three (3) representatives from the Board.
 - b) the committee shall meet semi-annually, with the 1st meeting no later than November 1.
 - c) the parties shall report to their respective groups by April 30.
 - d) the Board shall retain its right to select the carrier, except for Long Term Disability, but shall do so in accordance with each employee group's Collective Agreement.

10:09 Employee Assistance Program

The O.E.C.T.A. Elementary Unit shall contribute an amount each year to assist the Board to provide an Employee Assistance Program. For the elementary panel teachers, the O.E.C.T.A. Elementary Unit shall bear one-third (1/3) the cost of the program for their teachers with the Board bearing two-thirds (2/3) the cost of the program.

10:10 Retirement Gratuity

- .1 For regularly employed Teachers in the schools of the former Lincoln County RCSSB on August 31, 1984 and for Teachers employed on June 30, 1998 in schools of the former Welland County RCSSB, a retirement gratuity for accumulated sick leave will be paid to teachers with a minimum of ten (10) years teaching with the Board or its predecessors. (see Appendix A)
- .2 Notwithstanding 10:10.1, any teacher hired after June 30, 2002 shall not be eligible for a retirement gratuity.
- .3 The retirement gratuity shall be to a maximum of 50% of the salary of the year immediately preceding retirement, subject to the following calculation:

Cumulative sick leave credit accumulated at this Board or its predecessor Boards to a maximum of 200 days X 1/2 X teacher's actual salary on grid at June 30, 1998 (see Appendix A).
- .4 In the event of the death of a teacher receiving retirement gratuity payments, the unpaid balance shall be paid to the deceased's estate.
- .5 A retiring teacher is one who ceases to be employed by the Board and is receiving a pension under the Teacher Pension Act of Ontario and is not resigning to take another position or being dismissed for cause.

- .6 The method of payment shall be by mutual consent, but all payments must be made within a three year period of the retirement or death of a teacher.

10:11 Group Registered Retirement Savings Plan

- .1 For individual full-time teachers hired on or after September 1, 1998, the Board shall contribute \$250 per year as a taxable benefit, to a maximum of six years, to a Registered Retirement Savings Plan. Contributions for part-time teachers shall be prorated.
- .2 For those teachers from the former Lincoln County Catholic School Board ineligible for a Retirement Gratuity and employed on June 1, 1998, the Board will pay \$750 per year as a taxable benefit, to a maximum of four years, to a Registered Retirement Savings Plan. Contributions for part-time teachers shall be prorated.
- .3 The details of the plans are subject to legal advice and are to be contained in Appendix B to this Collective Agreement.
- .4 The annual investments shall be remitted to the fund manager within sixty (60) days of the commencement of employment and/or before October 30 in each year.
- .5 The funds contributed shall form a trust for the benefit of the participating teacher(s) and shall not be withdrawn or paid out until the teacher leaves the employment of the Board, **unless the teacher makes a written request to the Board to transfer the RRSP to a professional fund manager of their choice.**
- .6 **Effective September 1, 2008, teachers who qualify for a group RRSP may choose to transfer their investment to a professional fund manger of their choice. Teachers currently enrolled in this program shall have the same option available to them.**
- .7 The Board and the Association makes no warranties, representations or guarantees of the rate of return on the investment.
- .8 **It is understood that a teacher shall receive a lifetime maximum of \$1500 from the Board for RRSP contributions.**

10:12 Benefits for Surviving Spouse/Dependents

The surviving spouse and/or dependents shall be entitled to continued benefit coverage in the Board's benefit plan, as per the Collective Agreement, for a period of one year following the date of death of anyone covered by this Collective Agreement. The Board will assume 100% of the cost of the premiums from September 1, 2008 - August 31, 2010. As of September 1, 2010, the cost of the premiums will be assumed by the Provincial Discussion Table benefit enhancements.

11:00 LEAVES

11:01 Cumulative Sick Leave Plan

General

- .1 The Cumulative Sick Leave Plan shall apply to all Teachers covered by this Collective Agreement.
- .2 All Teachers under full-time employment with the Board shall receive twenty (20) days of personal sick leave per school year.

- .3 Where a teacher commences employment or returns from leave of absence or long term disability after September 1 in any year, except during Pregnancy and Parental leave as defined in the Employment Standards Act, 2000, the personal sick leave of twenty (20) days shall be prorated on the basis that twenty (20) days bear to one (1) year of employment (i.e. 2 days per month).
- .4 Part-time Teachers shall be pro-rated according to contractual time. Sick leave credit will be given at the start of the school year or date of hire (if after Sept. 1).
- .5 Each Teacher shall have all of his/her unused sick leave allowance for the year placed to his/her credit as an accumulated sick leave reserve to a maximum of 300 days.
- .6 The payment of sick leave claims to any Teacher shall automatically reduce the accumulated reserve of that Teacher by the number of days represented by such payment.
- .7 If, because of absence, a Teacher's cumulative sick leave credit has been reduced, it may be built up again in subsequent years.
- .8 If a Teacher is away from the Niagara Catholic District School Board staff on Leave of Absence including a Sick Leave of Absence, his/her accumulated sick leave credits shall carry on but no credits will be given for the period of absence nor is the plan accessible over the period of the absence.
- .9 Transfer of Credit
 - a) Teachers on staff on January 1, 1998 shall receive those sick leave credits to which they were entitled with the Lincoln County RCSS Board or the Welland County RCSS Board effective December 31, 1997, and any credits accrued during the period from January 1, 1998 to June 30, 1998.
 - b) A Teacher coming to this Board from another Board (without any other intervening employment) which has an accumulative sick leave plan shall have such credits transferred provided no retirement gratuity has been paid on the basis of such accumulated sick leave.
 - c) Teachers employed by the Board who are released due to redundancy but later rejoin the Niagara Catholic District School Board when recalled from the List of Recall shall have their sick leave credit carried over from the first to the second period. There shall be no credit for any intervening employment.
- .10 Deductions
 - a) Where a Teacher is absent for more than five (5) consecutive teaching days, the Teacher shall provide the Board with a medical certificate, which shall contain the prognosis and the expected date of return to work.
 - b) Where a Teacher is absent for five (5) days or less, no medical certificate is required to be submitted by the Teacher unless advance notice has been given to the Teacher by the Board.
- .11 Statement of Accumulated Sick Leave
 - a) The Board agrees to provide each Teacher, on or before September 30 of the school year, a written statement including:

- i) the accumulated days of sick leave as of the previous June 30;
- ii) the number of days deducted during the school year ending as of the previous June 30.

11:02 Workplace Safety and Insurance Leave Benefits

- .1 An employee shall continue to be covered by the benefits under Section 6:00 while in receipt of benefits from WSIB.
- .2 A Teacher who is absent and in receipt of benefits from WSIB may elect to utilize sick leave credits in order to receive 100% of salary.
- .3 The Board, the Association and the Teacher shall all endeavor to ensure that the Teacher is returned to work as soon as possible. To this end, the Board will provide prompt notice to the Association of those teachers who submit to receive WSIB benefits and all parties shall ensure that information is shared to provide for a timely return to work.

11:03 Association Leave

- .1 The President of the LTBU shall be granted, upon request, a leave of absence. Such a request shall be made on or before May 31.
 - a) The salary and pro-rata share of the benefit costs shall be paid by the Association.
 - b) Seniority, experience, and sick leave credits shall continue during the leave.
- .2 In the event that a President is unable to perform his/her duties for a period of more than twenty (20) consecutive school days due to injury or illness, and makes application and qualifies for LTD benefits, the Unit may appoint another teacher as Interim President until the President is able to return to his/her duties as President. The Board shall grant a leave to the teacher named by the Association as Interim President during the period of appointment.
- .3 The Association shall be allowed a maximum of a further twenty (20) days without loss of salary or deduction from sick leave credits for any member of the LBU designated by the Association. The Association shall reimburse the Board for the actual cost of the Teacher on leave.
- .4 The President shall be returned to a position as similar as possible to that vacated when the leave commenced.
- .5 A teacher holding a position of responsibility (Consultant or Co-ordinator) who takes a leave of absence for Association business thereby relinquishes the position of responsibility for the duration of the leave of absence. The allowance attached to the position of responsibility shall be maintained.
- .6 A second release time officer of the LTBU shall be granted, upon request, **up to a full time** leave of absence on the same basis as the President.
 - a) The salary and pro-rata share of the benefit cost shall be paid by the Unit.
 - b) Repayment to the Board shall be consistent with that of the Unit President.

11:04 Bereavement Leave

- .1 A Teacher shall be entitled to a leave of absence to a maximum of five (5) consecutive **working** days, without deduction of salary or sick leave credit for reasons related to the death of a member of his/her "Immediate Family". The "Immediate Family" shall include the relative or relative through legal adoption of either the employee or the employee's spouse: Husband, Wife, Son, Daughter, Father, Mother, Guardian, Brother, Sister, Grandfather, Grandmother, Grandchild, **Great Grandparent**, Step-child and Step-Parent.
- .2 If the distance to the funeral is 800 kilometres or more (one way) from the Teacher's residence, one additional day of bereavement leave shall be granted without loss of salary and sick leave credit.
- .3 A Teacher shall be entitled to a leave of absence of one (1) day, without deduction of salary or sick leave credit for reasons related to the death of a member of his/her "Non-Immediate Family" or to act as a pall bearer. The "Non-immediate Family" shall include the relative or relative through legal adoption of either the employee or the employee's spouse: niece/nephew, cousin, aunt/uncle.
- .4 Where the deceased is cremated or where for any reason the body cannot be interred within five (5) days of death, the leave shall not be more than three (3) school days. The Teacher shall be granted an additional day to attend the interment of the deceased without loss of salary and sick leave credit.

11:05 Family Leave

A Teacher shall be granted a maximum of two (2) days in a school year, to be deducted from sick leave credit, for the teacher to attend to the illness, surgery or injury of a spouse, dependent child, or a parent.

11:06 Compassionate Leave

A Teacher may be granted a leave of absence for compassionate reasons, upon request. The request is to be submitted to the Superintendent of Schools and forwarded for approval to the Director of Education. Such leave shall be without loss of pay and without deduction of sick leave credits.

11:07 Pregnancy and Parenting Leave

- .1 Under the Employment Standards Act, R.S.O. 2000 as amended **from time to time**, a teacher shall be eligible to a maximum of fifty-two (52) weeks of unpaid leave: consisting of seventeen (17) weeks of pregnancy leave and thirty-five (35) weeks of parental leave.

In this Article,

"pregnancy leave" means a leave of absence under subsection 46 of the Act,

"parental leave" means a leave of absence under subsection 48 of the Act,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

- .2 Under the Employment Standards Act, a teacher who is a parent of a child is entitled to parental leave following (i) the birth of his/her child; or (ii) the coming of the child into his/her custody, care and control for the first time.

.3 Pregnancy Leave

- a) A pregnant teacher who started employment with the Board at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.
- b) The teacher may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- c) The teacher must give the Board,
- (i) at least two (2) weeks written notice of the date the leave is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner stating the expected birth date.
- d) Clause **11:07.3 (c)** does not apply in the case of a teacher who stops working because of complications caused by the pregnancy or because of premature delivery, still-birth or miscarriage.
- e) The teacher described in **11:07.3 (d)** must, within two (2) weeks of stopping work, give the Board,
- (I) written notice of the date the pregnancy leave began or is to begin; and
 - (II) a certificate from a legally qualified medical practitioner.
- f) The pregnancy leave of a teacher who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.
- g) The pregnancy leave of a teacher who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- h) The pregnancy leave of a teacher ends on a day earlier than the day provided for in (f) or (g) if the teacher gives the Board at least four (4) weeks written notice of that day.

.4 Supplemental Employment Benefit (SEB) Plan

The Board shall pay 100% of the Teacher's regular salary during the two week Employment Insurance (EI) unpaid waiting period for pregnancy leave provided the Teacher has provided verification of eligibility for EI benefits and does not access up to six (6) weeks of sick leave credits following the birth of a child.

.5 Parental Leave

- a) A teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (i) the birth of his/her child; or
 - (ii) the coming of the child into the custody, care and control of a parent for the first time.
- b) Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

- c) The parental leave of a teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
 - d) The teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
 - e) Clause **11:07.5 (d)** does not apply in the case of a teacher who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
 - f) The parental leave of a teacher described in **11:07.5 (e)** begins on the day the teacher stops working.
 - g) A teacher described in **11:07.5 (e)** must give the Board written notice that the teacher wishes to take leave within two (2) weeks after the teacher stops working.
 - h) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the teacher gives the Board at least four (4) weeks written notice of that day.
- .6** During a teacher's pregnancy leave or parental leave, the Board shall continue to make the Board's contributions for any plan described above unless the teacher gives the Board a written notice that the teacher does not intend to pay the teacher's contributions, if any.
- .7** Seniority and experience continues to accrue during pregnancy leave or parental leave.
- .8** Upon completion of the leave, the Board shall reinstate the teacher who has taken pregnancy leave or parental leave to the position the teacher most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- .9** If the Board's operations were suspended or discontinued while the teacher was on leave and have not resumed when the leave ends, the Board shall reinstate the teacher, when the operations resume, in accordance with the Board's seniority system or practice, if any.
- .10** The work week for teachers for the sole purpose of Employment Insurance shall be deemed to be forty (40) hours per five day week. Part-time teachers shall be prorated.

.11 Change of Notice to Begin Leave

- a) **A teacher who has given notice to begin pregnancy leave or parental leave may change the notice,**
 - (i) **to an earlier date if the teacher gives the Board at least two (2) weeks written notice before the earlier date; or**
 - (ii) **to a later date if the teacher gives the Board at least two (2) weeks written notice before the date leave was to begin.**
- b) **A teacher who has given notice to end leave may change the notice,**
 - (i) **to an earlier date if the teacher gives the Board at least four (4) weeks written notice before the earlier date; or**
 - (ii) **to a later date if the teacher gives the Board at least four (4) weeks written notice before the date the leave was to end.**

11:08 Additional Parental Leave

- .1 In addition to the parental leave provided in **11:07.5**, teachers shall be eligible for additional parental leave without pay under the following conditions:
 - a) **First Extension**
Upon request of the Teacher made 30 days prior to the expiry of the leave, the Board shall extend leaves to end during the same school year on December 31, after the March Break, or August 31 as chosen by the Teacher.
 - b) **Second Extension**
Upon request of the Teacher, made at any time after the commencement of the first extension and 30 days prior to its expiry, the Board shall grant a further extension of such leave for one additional school year.
 - c) A Teacher may purchase benefits in accordance with Article 10 of the Collective Agreement. The Teacher shall reimburse the Board for 100% of the premiums on a monthly basis in advance.

11:09 Adoptive Leave (Extension)

A Teacher who has adopted a child shall have access to an unpaid seventeen (17) week leave of absence, following their parental leave. The Board will assume 100% of the cost of the benefit premiums from September 1, 2008 - August 31, 2010. As of September 1, 2010, the cost of the premiums will be assumed by the Provincial Discussion Table benefit enhancements.

11:10 Teacher Financed Leave Plan

- .1 Any Teacher with the Board is eligible to participate in the Plan.
- .2 The Teacher shall make arrangements with the Superintendent of Education or his/her designate for determining the year in which the leave shall be taken and the percentage of regular teaching salary to be held back for each year of teaching the years prior to taking the leave.
- .3 The salary that is held back by the Board shall be held in the Teacher's name. Interest shall accrue at the Board's borrowing rate of interest. The accrued interest shall be paid annually, as required by Revenue Canada.
- .4 Applications for participation in the Plan must be filed no later than January 31 of the school year prior to the school year in which the Plan will commence.
- .5 Written acceptance or denial of such application will be forwarded to the teacher by May 1 of the school year prior to which the Plan will commence.
- .6 The schedule of payments to the Teacher during the absence shall be in accordance with the Collective Agreement salary schedule payment in the year in which the leave is taken or as a lump sum at the beginning of the leave.
- .7 The Board shall pay premium contributions during the absence, with the Teacher responsible for their portion of any premium.
- .8 Seniority shall continue to accrue during the leave under the Plan.

- .9 Teachers declared redundant in any year of the plan will be required to withdraw. Any funds along with accrued interest shall be paid to the Teacher, in a manner agreed to by the Board and the Teacher.
- .10 If the Teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the Teacher the full amount of salary withheld up to that point along with any accrued interest, in a manner agreed to by the Teacher and the Board. If the Teacher dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest on a date specified, in a manner as agreed to by the Board and the executors or administrators of the estate.
- .11 The Board shall place the Teacher, upon return to duty, to the same school in a position equivalent to that held at the commencement of the leave of absence, in accordance with Collective Agreement.
- .12 Sick leave credits will not accumulate during the year spent on leave. Upon return, the Teacher shall be credited with the same number of sick leave days accumulated before going on the leave.
- .13 If a Teacher decides not to return to the Board following a Teacher-Financed Leave, the Board shall be notified as soon as possible of this decision and not later than April 1 of that year.
- .14 A Teacher may withdraw from the Plan at any time prior to six (6) months before the commencement of the leave. Any monies accrued plus interest shall be paid to the Teacher within 60 days.

11:11 Personal Days

- .1 A Teacher shall be granted two (2) days per school year for personal reasons for which the cost of an occasional Teacher shall be deducted from his/her salary. This day shall not be deducted from sick leave credit.
- .2 The day will not be at the beginning or end of a holiday or holiday weekend.
- .3 Notification must be given by the teacher ten (10) working days in advance, except in certain emergency situations. Where appropriate notice is not possible, the personal day may be granted at the discretion of the appropriate Superintendent upon request for a stated emergency.

11:12 Court Leave

A Teacher shall be granted a leave of absence without loss of salary or sick leave if summoned to serve as a juror, or by subpoena as a witness in any proceeding to which he/she is not a party. The Teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses that he/she receives as a juror or as a witness.

11:13 Quarantine Leave

A Teacher shall be granted a leave of absence without loss of pay or without deduction from sick leave absence due to quarantine because of illness of someone in a teacher's residence other than the Teacher.

11:14 Professional Leave

- .1 A Teacher shall be entitled to a leave of absence of up to one (1) day without loss of salary or sick leave credits to permit him/her to write an examination(s) leading to the advancement of the person's qualifications or to attend a graduation ceremony for such a course.
- .2 An absence under this clause shall be for the period of the examination only, plus any required travel time to the place of the examination/graduation, and up to but not exceeding two (2) days in any one school year.
- .3 A Teacher may be entitled to a leave of absence without deduction of salary or sick leave credits for conferences, seminars and workshops, approved by the Director of Education or his/her designate.
- .4 A Teacher may be absent for other professional purposes, subject to the approval of the Director of Education.

11:15 Secondment Leave

- .1 Prior to the secondment from the Board, the Board and the Teacher shall determine the terms of Secondment.
- .2 Each year of the secondment shall be counted as a full teaching year for experience and seniority except when such Teacher assumes the position of Principal or Vice-Principal.

11:16 Leave of Absence

- .1 A Leave of Absence without pay of up to two (2) years may be granted at the discretion of the Director upon submission of a written request stating the reasons for such leave.
- .2 There shall be no loss of accumulated sick leave for such an absence.
- .3 A Teacher granted a Leave of Absence shall be given a position comparable with the previous position upon return to duty in accordance with the Collective Agreement.
- .4 The Teacher shall continue to accrue seniority while on the Leave of Absence.

11:17 Inclement Weather

A Teacher shall be granted a leave of absence without loss of pay and without deduction from sick leave where emergency weather conditions prevent a Teacher traveling to any Niagara Catholic District School Board school after a reasonable attempt is made. A Teacher must notify the Board on the day s/he is absent due to the emergency and provide the Board with reasonable proof in writing on his/her return to active duty.

11:18 Paternity Leave/Adoption Leave

- .1 A Teacher shall be granted two (2) days of leave per year relating to the birth of a child for whom the Teacher has parenting responsibility; one (1) day for attending the birth of a child, a second day that can be used for either taking the child home from the hospital or if the birth of the child extends beyond one working day. The leave shall be without loss of pay or sick leave credit.**

- .2 A Teacher shall be granted up to two (2) days of leave per year relating to the adoption of a child for whom the Teacher has parenting responsibility; one (1) day for attending the birth of a child, if applicable, and one (1) day for taking the child home. The leave shall be without loss of pay or sick leave credit.**

12:00 WORKING CONDITIONS

12:01 The Board and the Teachers both agree that the first priority in staffing is to provide quality education for the pupils in the classroom and every effort shall be made to organize each school with a reasonable number of students in each classroom.

12:02 Preparation Time

- .1 It is understood that all employees covered by this Collective Agreement are entitled to Preparation Time.**
- a) **Effective September 1, 2008, all full-time teachers shall have a minimum of 200 minutes of preparation time/week.**
 - b) **Effective September 1, 2009, all full-time teachers shall have a minimum of 210 minutes of preparation time/week.**
 - c) **Effective September 1, 2010, all full-time teachers shall have a minimum of 220 minutes of preparation time/week.**
 - d) **Effective September 1, 2011, all full-time teachers shall have a minimum of 230 minutes of preparation time/week.**
 - e) **Effective August 31, 2012, all full-time teachers shall have a minimum of 240 minutes of preparation time/week.**
- .2 Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Joint Board Staffing Committee, Article 18:00.**
- .3 Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.**
- .4 Preparation time shall be pro-rated to the instructional workload of part-time teachers.**
- .5 The preparation time shall be exclusive of the pupils' lunch time, recess periods, supervision of students, and any reassignment to other teaching or administrative duties. The preparation time shall be within the instructional day.**
- .6 Preparation Time Log**
There shall be a log of missed preparation time at each school site. The missed preparation time will be documented and signed by both the teacher and principal. This time will be banked and will be made up within the current school year.

12:03 Lunch and Supervision

- .1 Supervision in this article concerns the supervision of students other than during the instructional day. The Board has established the instructional day as 304 minutes.**

- .2 Each teacher shall have at least a forty (40) minute lunch period each school day. The 40 minute lunch period may be interrupted for the scheduling of teacher supervision.
- .3 The student lunch period shall not exceed sixty (60) minutes per day. No teacher shall be assigned to supervise a period of greater than twenty (20) minutes per lunch period per day, including any time assigned to eat with the children.
- .4 The teacher supervision schedule will be devised in a fair and equitable manner, in consultation with the staff. The schedule shall ensure that all teachers share in assigned supervision on an equitable basis. **Supervision time for Teachers in less than a full time assignment at a school shall be pro-rated.**
- .5 The Principal shall discuss any proposed implementation of a **changed/different** lunch period with the Association Representative prior to any proposal being made to the staff. **If the majority of a school staff agrees to the scheduling of a changed/different** lunch period for students, an alternative schedule that is not in accordance with sub-section 2 or 3 may be developed. After appropriate consultation with the community and administration, the Principal may approve this alternative schedule. The assignment of supervision in such a case shall also be developed in consultation with staff to ensure fair and equitable distribution.
- .6 The Principal of a school is responsible for ensuring adequate supervision of the pupils in a school when the playground and school buildings are open to students. Schools shall be open for students from the scheduled arrival of the first school bus to the departure of the last school bus. Any variances from this may be approved by Board Administration following consultation with the LTBU and shall be subsequently confirmed in writing.

12:04 Supervision

- .1 **It is understood that all school-based staff have a role to play in elementary school supervision.**
- .2 **Elementary teachers shall be available to students in their classroom fifteen (15) minutes prior to the first scheduled class of the day and five (5) minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. It is understood that there is no intent to change past practice related to the preceding. Any assigned supervision duty during the times as outlined above, such as but not limited to, hall duty and/or yard duty shall constitute supervision.**
- .3 **The maximum of supervision minutes for elementary teachers will be:**
2008-2009—100 minutes
2009-2010—90 minutes
2010-2011—80 minutes
2011-2012—80 minutes
- .4 **It is understood that the introduction of the maxima described above shall not increase Collective Agreement provisions or current practice during the 2007-2008 school year, where such provisions are more favourable, as outlined in 12:04.5.**
- .5 Each school shall establish a school supervision committee comprised of up to 3 teachers elected by the school staff, and shall include the Principal, and/or Vice-Principal to:
 - a) Generally supervision of pupils will follow a 1 teacher to 150 student ratio.

- b) Review the assignment of supervision duties within the school prior to the end of September of each year.
 - c) Teacher members of the school supervision Committee shall report to the Bargaining unit Executive. School Administrators shall report to the Area Superintendent.
 - d) Consideration must be dependent upon:
 - a. The age of the children to be supervised.
 - b. The geography of the playground/school to be supervised
 - c. The activities/facilities/equipment to be supervised.
- .6 Supervision schedules will be submitted to the Human Resources Department at the Board by the principal, and to the OECTA office by the Association Representative by October 1st of each school year. Any subsequent changes to the supervision schedule will be submitted to both the Human Resources Department at the Board and the OECTA office within a week of changes being implemented.**
- .7 Schedules are to be handed into the Joint Board Staffing Committee for review no later than the first Friday of October each school year.**
- .8 The Board shall hire the full complement of school supervisors as determined by the PDT Agreement dated May 1, 2008 as per the enhancement for student supervision in elementary schools. The Joint Board Staffing Committee shall determine the allocation of these school supervisors.**

12:05 School Year

No teacher shall be required to report to work prior to the commencement of the School Year as defined in Regulation 304 Section 24 and in accordance with Part VI S.171 s.s.50 of the Education Act, unless directed through Board Policy. Prior to the decision of the Board to effect such policy, the Board shall consult with the Association.

13:00 ACCESS TO INFORMATION & REPRESENTATION

13:01 Personnel Files

- .1 A Teacher shall have access during normal business hours to his/her personnel file, upon reasonable notice to the Human Resources Department. A Teacher shall also have access to his/her personal in-school data file. The Teacher may copy any material contained in these files.
- .2 If a Teacher disputes the accuracy of his/her file, s/he can request in writing the removal of the specified item or its correction and have such a letter included (stapled to the document in question) as part of the personnel file. When the Board transfers personnel files to electronic form, the entire personnel file will be transferred.
- .3 A Teacher shall receive a copy of any evaluation or assessment report concerning him/her, and it shall indicate if the evaluation or assessment is to be included in Teacher's personnel file. The Teacher shall acknowledge that s/he had the opportunity to review such material by affixing their signature. The Teacher may also write comments concerning the assessment or evaluation that will be included in their file.

13:02 Information to the Association

- .1 Upon written request submitted at least five (5) calendar days in advance, the Association shall have access to or be furnished with a copy of any data relevant to and limited to negotiations and administration of this Collective Agreement.
- .2 The Board shall notify the President of the LTBU by March 30 of any teacher who is on:
 - *L.T.D.
 - *an "X" over "Y" (Deferred Salary Leave)
 - *a maternity/parental leave
 - *a leave of absence over 30 days
 - *reassignment to Board office or other agencies
 - *resignations
 - *retirements
- .3 The Board will endeavour to inform the Association when a Teacher has received an unsatisfactory or development needed on a Teacher Performance Appraisal (TPA)/Performance Appraisal for Experienced Teachers (PAET) or New Teacher Induction Program (NTIP).**

13:03 School Representation

- .1 The Board acknowledges the appointment of one Association representative (union steward) as union representative at each school and/or Board site.
- .2 Where a Teacher is required to attend a meeting which is disciplinary or may be deemed disciplinary in nature, the Teacher shall be entitled to request the attendance of a union representative. The timing of the meeting shall allow for such representation, both parties acting reasonably.

13:04 Association Representation

- .1 If a teacher is requested to meet with a representative(s) of the administrative staff and/or Board of Trustees, s/he shall be allowed to have O.E.C.T.A. representation and/or legal counsel in attendance.
- .2 Where the Board establishes a committee requiring Association representation, the Association member shall be appointed by the Unit Executive.

14:00 JOINT BOARD PROFESSIONAL DEVELOPMENT COMMITTEE

The Board and the Association agree that valuable professional development is job-embedded, informed by research and done in partnership with colleagues. This does not preclude the Board from offering voluntary professional development outside of the school hours.

The success of a Professional Catholic Learning Community (PCLC) depends largely on the environment and the climate in which it is set up.

PCLCs are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.

Composition and frequency:

- a. **The committee shall consist of three representatives appointed by the NCDSB and three representatives appointed by OEETA members, not to exceed six representatives in total.**
- b. **The Committee shall be created no later than January 2009**
- c. **The Committee shall meet a minimum of two times per school year. Additional meetings shall occur within two (2) weeks of request by either party.**

The Committee shall:

- **Promote best practices and sustain successful PCLC and monitor their implementation.**
- **Promote a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.**
- **Provide input for the professional activities for teachers during Professional Activity (PA) days and other times during the school year, other than those PA Days set aside for the completion of report cards. PA days designated for the purpose of assessment and completion of report cards are to be teacher directed.**
- **Oversee the professional activities for teachers during Professional Activity days, consistent with the learning goals identified in the Teachers' Annual Learning Plans.**

15:00 PROFESSIONAL DEVELOPMENT FUND

Each school year, the Board shall provide up to \$10,000 for the purposes of teacher professional development and such amount shall be matched by the LTBU. The criteria for disbursement shall be reviewed and agreed to annually by the Association and Senior Administration. Disbursement shall acknowledge the contribution of both parties.

16:00 STAFFING

16:01 Seniority

- .1 Seniority shall mean the length of continuous service in either the elementary or secondary Local Teacher Bargaining Unit (LTBU) with the Board or the predecessor boards from the most recent date of hire.
- .2 For the purpose of this Article, "continuous service" shall include being on the Recall List, exchange teaching, secondment /loan to another employer, Association leaves and any and all leaves taken with the approval of the Board.
- .3 No teacher in the LTBU employed by the Board shall gain or lose any seniority accumulated to January 1, 1998 with the predecessor boards by the definition in **16:01.1**
- .4 Seniority List: is a list that states the name, date of commencement of employment for most recent date of hire, and seniority of each Teacher in the LTBU employed by the Board as at a specified date.
- .5 The seniority list to be established by the LTBU and the Board no later than two weeks after the specified dates, which shall be October 31 and February 28 annually. The list shall be posted in each school thereafter.

- .6 A teacher who considers that his/her position on the list is incorrect must report the potential error in writing to the LTBU and the Board by November 30 and March 31 annually. The LTBU and the Board shall review the received concerns and respond and issue a revised list, if required, prior to January 15 or May 1 respectively.
- .7 Part time teachers in the LTBU shall be pro-rated solely for Article **16:01.8** below.
- .8 When the seniority of one or more teacher(s) in the LTBU is equal, the determination of their respective positions on the Seniority List shall be based upon the following criteria, and in order:
 - i) total years of service with this Board and its predecessor Boards
 - ii) total years of teaching experience in Ontario
 - iii) total years of teaching experience
 - iv) by lot, drawn in the presence of a representative(s) from the LTBU
- .9 A Teacher's seniority will be terminated when:
 - a) The Teacher resigns or retires from his/her position with the Board.
 - b) The Teacher is discharged and such discharge is not reversed.
 - c) The Teacher is appointed to a Principalship or Vice-Principalship with the Board.
- .10 Principals and Vice-Principals who are declared redundant by the Board after April 1, 1998 shall have their seniority recognized only in accordance with Regulation 90/98 of the Education Act.

16:02 Redundancy

.1 Definitions

- a) Redundancy is a situation which exists when the total number of teachers required is less than the total number employed.
- b) Redundant Teacher is a Teacher for whom no teaching position is available and whose employment with the Board has been terminated.
- c) Right of Recall is the right of Teachers, in accordance with the Collective Agreement, to be rehired by the Board to teaching positions within 26 months of the date of termination for reason of redundancy.
- d) List of Recall is a list of Teachers who have been declared redundant in direct order of seniority with the Board.

.2 Declaration of Redundancy

- a) Where staffing reductions may be necessary due to redundancy, the Director of Education or designate shall meet with the Association or its representative(s) to inform them of the situation.
- b) When reduction of teaching staff is effected, reduction will be applied in the following order:
 - i) Normal attrition
 - ii) Seniority
 - iii) System curriculum needs

- c) Where a Teacher may be declared redundant due to a lack of special qualifications needed to meet system curriculum needs, the Board shall retain such Teacher where the Teacher makes a commitment to become qualified prior to the commencement of the assignment. In the event that the Teacher fails to become qualified, such teacher shall be declared redundant and placed on the recall list notwithstanding any other notice provisions.
- d) A Teacher shall receive written notification of termination of employment due to redundancy by April 1. A copy of such notice shall be provided to the Association. The notification shall indicate that the sole reason for termination is due to redundancy. Termination shall be effective August 31.
- e) A teacher declared redundant in the elementary panel shall be offered a position in a secondary panel vacancy which the Board intends to fill if the teacher holds the necessary qualifications including any required special qualifications.
- f) The Board shall provide a list of redundant teachers, stating school location and seniority, to the LTBU.

.3 Staff Recall

- a) In the event that a vacancy still exists after all surplus teachers have been placed and transfer decisions have been made, the Board shall first offer positions to the qualified Teacher with the highest seniority on the List of Recall. The Teacher shall have a maximum of 48 hours to accept or reject the position offered.
- b) Teachers reinstated shall be granted full recognition for accumulated seniority as if their employment with the Board had not been terminated. Employees who accept an offer of recall shall be eligible for all postings and transfers from the date the recall was accepted. Full benefits shall be provided upon the date of re-hire, without any waiting period.
- c) Teachers who refuse an offer of employment under clause **16:02.3** shall lose all seniority and shall have their names removed from the List of Recall.

17:00 REDUNDANCY FORMULA

17:01 No Teacher hired prior to the first teaching day of September 1999 shall be declared redundant except as a result of declining enrollment. If there is a decline in enrollment, the number of teachers declared redundant shall be calculated by:

FTE Teachers = ADE Decline in enrollment x 1.12/24.5 minus elementary retirements

18:00 JOINT BOARD STAFFING COMMITTEE

Composition and frequency:

- a) **The committee will consist of three (3) representatives appointed by the NCDSB and three (3) representatives appointed by Niagara Elementary OECTA Bargaining Unit, not to exceed six representatives in total.**
- b) **The Committee shall be created no later than January 2010.**
- c) **The Committee shall meet a minimum of two times per school year. Additional meetings shall occur within two (2) weeks of request by either party.**

The Committee shall:

- a) **consult on the assignment of staff generated by the increase in elementary teacher preparation time as specified by the PDT**
- b) **consult and advise on the delivery of preparation time**
- c) **consult and assist in the planning of school based teaching assignments in the Arts in more than one (1) elementary school**
- d) **monitor the use of the funding enhancement under Article 12 of the PDT framework agreement, aimed to provide increased school safety through added supervision personnel**
- e) **analyze the distribution of supervision minutes at elementary schools and make recommendations that will promote fairness and equity relevant to school supervision**
- f) **review lunch and supervision schedules and make recommendations based on best practices**
- g) **advise on staff allocation to address the class size reduction in grades 4-8 generated by the terms of the PDT framework agreement**
- h) **advise on the allocation of grade 7 and 8 Student Success Teachers and Literacy and Numeracy Coaches generated by the terms of the PDT framework agreement**
- i) **review and discuss both existing and future staffing models and staff allocation**
- j) **address other staffing and workload issues as agreed to by the parties**
- k) **monitor and analyze class size as outlined by the Ministry of Education**
- l) **create guidelines regarding best practices for staff meetings**

The Board shall endeavour that all information pertinent as required by the Committee to successfully achieve their mandate be provided to the committee upon request.

19:00 TEACHER TRANSFERS

19:01 Surplus Teachers

- .1 Surplus Teachers are Teachers not required at a school, as determined by the Board.
- .2 Surplus List is a list of surplus teachers.
- .3 Vacancy is an available teaching position to which no teacher has been assigned.
- .4 Vacancy List is a list of available teaching positions.
- .5 Surplus Teachers shall be determined on the basis of the programme needs of the school, as determined by the Principal and the Superintendent of Schools. The Teacher is to be notified in writing by the Principal prior to April 30 for the following school year. If required, seniority shall be a determining factor. A Teacher may indicate to the Principal that they wish to be designated surplus where a designation may be required.
- .6 Surplus Teachers, in order of seniority, shall select vacant positions from the Vacancy List prior to a general posting process.
- .7 Surplus Teachers shall continue to be offered first access to vacant positions above until all surplus teachers are placed. Surplus Teachers may apply to other vacant positions through postings.

- .8 When there is a Surplus Teacher (as defined in Section **19:01.1**) on a school staff during the current school year, the senior administration will declare a Teacher on that staff as "surplus" and effect the transfer necessary to meet overall system requirements. Teachers declared "surplus" during the current school year may request a transfer as in **19:01.7** and shall be afforded their choice of school placement if a position is available in the following school year, subject to clause **19:01.3**.
- .9 The list of surplus teachers shall be modified on the basis of retirements, resignations, etc.

19:02 Postings

- .1 Vacancies which occur after June 5 of the preceding school year will be filled by surplus, seconded, redundant, or new teachers or teachers designated under Article **19:03** or who have expressed an interest in the position.
- .2 The Board shall post all new and/or vacant positions for the following school year on the following dates:
 - a) by **May 5**
 - b) by May 20
 - c) by June 5
- .3 Where a vacancy occurs in the staff of a school, the Principal in consultation with the appropriate Superintendent may reassign existing staff of the school. The resulting vacancy is the one that will be posted system wide.
- .4 Written applications (including by fax or e-mail) shall be received by the Human Resources Department within three working days of the posting.
- .5 Selection of the successful applicants for these vacant positions shall be completed within three (3) days of the posting closing. The Board undertakes to be reasonable in the selection of Teachers for positions under this process.
- .6 The Board shall endeavor to inform all teachers of their assignment for the following school year prior to the last teaching day of the current school year.
- .7 Teachers who have been declared surplus shall be given the same considerations as all other Teachers in the selection for placement.

19:03 Board Initiated Transfers

- .1 Notwithstanding any other provision in the Collective Agreement, the Board reserves the right to transfer Teachers into positions at any location within the Board, so as to meet the needs of the Board.
- .2 Reasons for the transfer shall be provided in writing to the Teacher.

19:04 Mutually Agreed Upon Transfers

A Teacher transfer shall be granted to two teachers who initiate the transfer, in which they exchange positions with the approval of the principals at the respective schools.

19:05 Cross-Panel Assignments

- .1 (a) No teacher shall be assigned to the Elementary panel from the Secondary panel or to the Secondary panel from the Elementary panel without his/her consent.
 - (b) The Board Initiated Transfer (BIT) provisions in the respective Collective Agreements are to be used exclusively for intra-panel transfers,
 - (c) The Transfer process provisions in the respective collective agreements are to be used exclusively for intra-panel transfers.
- .2 Both the Board and Association recognize that there are two (2) types of cross-panel assignments.
 - (i) Permanent assignments will be recognized as members of the receiving panel.
 - (ii) Temporary assignments will be recognized as time-specific to the receiving panel for a period not to exceed a maximum of two (2) consecutive school years.
- .3 Teachers wishing to be considered for cross-panel assignments may apply to the Superintendent of Human Resources.
- .4 No cross-panel assignments will be made until the intra-panel transfer processes have been completed in each panel.
- .5 A listing of teachers accepted for cross-panel assignments will be supplied to the two (2) Associations by September 10 and as the need arises or upon request by either President.
- .6 The designation of the type of cross panel assignment is at the sole discretion of Senior Administration of the Board.
- .7 A Teacher assigned to the other panel shall be considered a member of the receiving panel for the period of time for which they are assigned to the panel.
- .8 Teachers who are assigned to the other panel shall maintain their seniority and shall appear on the seniority list of the receiving panel.
- .9 Assignments to the other panel cannot create a redundancy in the receiving panel. If a redundancy is created during a time-specific assignment, then the Teacher shall be returned to the original panel before any redundancy declarations.

19:06 Newly Created Positions

- .1 Newly created positions will be posted in all elementary schools, subject to clauses **19:02 and 19:03**.
- .2 The Association shall be informed before the posting of all new job classes.
- .3 All newly created job classes and allowances will be included in the Board's proposed changes to the Collective Agreement. If negotiations are in progress, the clause(s) will be included in the current proposal from the Board. If the Collective Agreement has been settled, the Board shall provide the LTBU with a job description for the new job class.

- .4 In all cases of new job classes not specified in this Agreement, the Board shall negotiate the salary and allowances with the Association. If agreement cannot be reached within 30 days of the effective date of appointment, either party may refer the matter to a single arbiter, selected jointly by the parties. Notwithstanding the aforementioned statement, the Board may elect to pay the successful candidate subject to the decision of the arbitrator.

19:07 Acting Administrator

- .1 The parties recognize that from time to time school administrators (Principals and Vice Principals) may be absent temporarily from their duties. Such leave is to be utilized for short term absences for illness, accidents and/or pregnancy/parental leave. To accommodate such absences a Teacher may be appointed an Acting Administrator for a period not to exceed forty (40) consecutive school days.
- .2 An Acting Administrator shall not be a Principal or a Vice-Principal within the terms of Part X.1 of the Education Act and shall remain a member of the bargaining unit and shall not be a supervisor for the purposes of the Occupational Health and Safety Act.
- .3 No Teacher shall be assigned the duties of an Acting Administrator without her/his consent.
- .4 An Acting Administrator shall remain a member of the bargaining unit for the duration of the appointment and shall retain all rights and privileges accorded under the terms of the Collective Agreement.
- .5 Except for as provided in the Teaching Profession Act and Regulations thereunder, a Teacher assigned as an Acting Administrator shall not be required to participate in the formal evaluation of another member of the bargaining unit.
- .6 The Board agrees to replace a Teacher who accepts a position as an Acting Administrator with an Occasional Teacher when required.
- .7 An Acting Administrator shall be compensated at the daily rate of \$30 for absences of up to 10 school days, and at the daily rate of \$50 per day for absences in excess of 10 school days.

19:08 Teacher in Charge

- .1 The parties recognize from time to time that school administrators may be absent from the school temporarily to carry out their duties. To accommodate these situations, a **Teacher or Teachers may be designated a “Teacher/Teachers in Charge” at all elementary schools.**
- .2 A Teacher in Charge shall remain a member of the bargaining unit for the duration of the period in which they accept to undertake these duties. They shall retain all rights and privileges accorded under the terms of the Collective Agreement. No Teacher shall be assigned as a Teacher in Charge without his or her permission.
- .3 A Teacher in Charge is a leadership position, and would serve to allow teachers that may wish to be future administrators to try some of the duties while developing their skills. The Teacher in Charge shall be viewed within a leadership development program.
- .4 A Teacher in Charge shall not cover the absence of a school administrator for more than two consecutive days except with the approval of the Association.

.5 The Teacher in Charge shall be paid at the rate of \$30 per day, pro-rated.

20:00 RETIREMENT OR RESIGNATION

20:01 A Teacher shall provide thirty (30) school days of notice prior to retiring or resigning from the Board, or prior to April 1 for a retirement or resignation that is to be effective between June 30 and September 1.

20:02 A Teacher shall normally retire on the completion of a term.

Insert Signature Page Here

AGREEMENT
“Administrative Leave as Principal or Vice-Principal”

Between

Niagara Catholic District School Board

And

Ontario English Catholic Teachers’ Association
(Niagara Elementary Unit)

1. A Teacher who is qualified under the Education Act to be appointed as a Principal may take a leave from the Bargaining Unit to assume the position of Principal or Vice-Principal.
2. The leave may be for a maximum of one (1) year.
3. The leave shall not be used in conjunction with Article 17:06 Acting Administrator, of the Collective Agreement.
4. While on such leave the Teacher shall continue to earn experience credit for increment purposes. They shall retain their position on the seniority list.
5. The Board shall replace any Teacher on such a leave with a member of the Bargaining Unit if required.
6. For each Teacher returning to the Bargaining Unit the Board shall pay the Unit \$1,000 to be utilized for professional development.
7. A Teacher on such a leave shall not evaluate a member of the Bargaining Unit.
8. There shall be no redundancies created as a result of a Teacher on an Administrative Leave returning to the Bargaining Unit.
9. This agreement shall commence effective September 1, 2000 and shall be renewed annually by the parties unless notice is received by April 1 of any year of a requirement to review the agreement.

Appendix A (cross-reference to Article 10:10.1)
 LINCOLN - June 30, 1998
 (September 1, 1995 to August 31, 1998)

Year	A0	A1	A2	A3	A4
0	27,168	29,213	30,818	33,639	36,052
1	28,633	30,788	32,456	35,393	37,932
2	30,177	32,449	34,181	37,239	39,910
3	31,805	34,199	35,998	39,181	41,992
4	33,520	36,043	37,911	41,224	44,181
5	35,328	37,987	39,926	43,374	46,486
6	37,233	40,036	42,048	45,636	48,910
7	39,241	42,195	44,283	48,016	51,460
8	41,357	44,470	46,637	50,520	54,144
9	43,588	46,869	49,115	53,155	56,968
10	45,934	49,391	51,719	55,927	59,939
11				58,832	63,033

WELLAND - June 30, 1998

Experience (A)	(A1)	(A2)	(A3)	(A4)	
0	26,854	29,188	30,327	33,409	35,708
1	28,528	31,010	32,247	35,425	37,827
2	30,202	32,829	34,170	37,440	39,928
3	31,891	34,665	36,109	39,452	42,052
4	33,559	36,477	38,005	41,465	44,163
5	35,239	38,304	39,928	43,472	46,273
6	36,922	40,132	41,857	45,504	48,382
7	38,605	41,962	43,771	47,521	50,492
8	40,269	43,771	45,686	49,529	52,613
9	41,951	45,598	47,649	51,544	54,723
10	43,624	47,419	49,529	53,577	56,822
11	45,291	49,229	51,451	55,579	58,951
12	47,490	51,066	53,373	57,601	61,052
13	0	0	0	59,601	63,179

Appendix B (cross-reference to Article 10:11.3)

1. The details of the RRSP plan will be provided to each individual teachers prior to the investment.
2. The Board agrees to payroll deductions for individual teachers who wish to contribute additional funds into the RRSP plan upon completion of the Payroll Deduction Election Form.
3. The individual teacher is solely responsible for ensuring his/her eligibility for RRSP contributions in accordance with Revenue Canada.
4. The Association agrees to meet with all plan holders on an annual basis to confirm the selection of the funds manager/firm and the portfolio available.
5. The Board and the Association agree to review the funds manager/firm on an annual basis.

Letter of Understanding Re: Teacher Performance Appraisal

The parties agree that prior to any changes to the current policy for Teacher Performance Appraisal, excluding any required changes to regulations and legislation, the Board will consult with the Association in the traditional manner as set out in the Formulation of Policy by the Niagara Catholic District School Board.

Letter of Understanding—Annual Learning Plan

The Annual Learning Plan (ALP) is a component of the performance appraisal framework for experienced teachers. The purpose of the plan is to facilitate each teacher's continuous learning and development through identification of their professional learning goals and strategies.

The parties agree that the following shall apply to implementation of ALPs during the 2008-2012 Collective Agreement term:

- **The Annual Learning Plan shall be teacher authored and directed.**
- **In an evaluation year, teachers shall review and update their ALP in a meeting with their Principal as part of the performance appraisal process. Review of this plan, as well as completion of this document, shall not be considered in the determination of a teacher's performance for evaluation purposes.**
- **In non-evaluative years, the teacher shall complete their ALP and give it to their Principal for signature no later than October 31st of each year.**
- **It is understood that the ALP is a living document, and can be revisited and updated as required, by the teacher.**

Letter of Understanding Re: Mid-wife and Nurse Practitioner

The parties agree that from the date of ratification that a medical certificate from a certified Midwife and/or Nurse Practitioner, qualified to practice medicine under the laws of the Province of Ontario, shall be given the same consideration as a Medical Doctor for the purposes of Article 11:01.10.

Letter of Understanding—Benefits

In accordance with the terms of the Provincial Discussion Table (PDT) Agreement, for the 2008-2012 Collective Agreement, the Niagara Catholic District School Board and the Niagara Elementary OECTA Unit agree that:

The Niagara Catholic District School Board's share of the \$50 million 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through increased benchmarks in the GSN on March 26, 2008 shall be used to assist the Board with the existing cost of benefits.

The Parties have noted the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks) effective in 2010-11 to enhance group benefits for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010. The Parties will meet by January 31/09 to discuss benefit enhancements to be implemented September 1, 2010.

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

All group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised under this \$33 million enhancement shall remain status quo for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, the September 2009 ODA rate would be set at 2007 rates.

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

Letter of Understanding—Release Time for Assessment, Evaluation and Report Cards

Effective September 1, 2009, one (1) Professional Activity Day shall be designated for the purpose of assessment and the completion of student report cards as directed by the teacher. The professional development day shall be scheduled so as to be consistent with the established timelines for the completion of student report cards. The day shall be designated on the Board's calendar prior to the first reporting period. The designation of this day shall be in the purview of the Joint Board Professional Development Committee.

Effective September 1, 2010, two (2) Professional Activity Days shall be designated for the purpose of assessment and the completion of student report cards as directed by the teacher. The professional development day shall be scheduled so as to be consistent with the established timelines for the completion of student report cards. The days shall be designated on the Board's calendar, one prior to the first reporting period and one prior to the second reporting period. The designation of these days shall be in the purview of the Joint Board Professional Development Committee. It is understood that these days are "owned" by the teacher for the purpose of assessment and completion of report cards.

Letter of Understanding—Class Size

The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor in Council, to fund in the Grants for Student Needs (GSN) a reduction of the average class size in grades 4 to 8 from 25.0 to 24.5 as follows:

- September 1, 2009: 0.18 teacher per 1,000 grade 4 to 8 pupils
- September 1, 2010: 0.37 teacher per 1,000 grade 4 to 8 pupils
- September 1, 2011: 0.57 teacher per 1,000 grade 4 to 8 pupils
- August 31, 2012: 0.96 teacher per 1,000 grade 4 to 8 pupils

Boards will hire the full complement of additional funded elementary teachers that result from the new allocation.

The Joint Board Staffing Committee will be engaged in the allocation of this additional staffing.

Letter of Understanding—Grade 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches

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

Letter of Understanding—Transferability of Other PDT Agreements

The parties acknowledge the government's commitment that the OCSTA and OECTA will not receive amount proportionally less than the overall financial settlements reached in any other PDT agreements, with any other teacher federation (transferability of other PDT agreements), subject to the parties fully complying with the conditions associated with this agreement.

The Niagara Elementary OECTA Bargaining Unit will not receive amount proportionally less than the overall financial settlements reached in any other PDT Agreements, with any other teacher federation.

Important Telephone Numbers and Web Sites

NIAGARA ELEMENTARY OECTA

Phone: (905) 735-7015
Fax: (905) 735-9268
Email: oectae@niagararc.com

NCDSB

Phone: (905) 735-0240
Fax: (905) 735-0283 (Human Resources)
Web: www.niagararc.com

OECTA PROVINCIAL

Phone: 1-800-268-7230
Fax: (416) 925-7764
Web: www.oecta.on.ca

ONTARIO COLLEGE OF TEACHERS

Phone: 1-888-534-2222
Fax: (416) 961-8822
Web: www.oct.on.ca

OTIP

Phone: 1-800-267-6827
Fax: 1-800-396-8231
Web: www.otip.com

QECCO

Phone: 1-800-385-1030
Fax: (416) 323-9589
Web: www.geco.on.ca

PENSION BOARD

Phone: 1-800-668-0105
Fax: (416) 730-5349 OR
1-800-949-8208
Web: www.tpp.com

MINISTRY OF EDUCATION

Phone: 1-800-387-5514
Fax: (416) 730-5349
Web: www.edu.gov.on.ca

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Main Office: (905) 684-5050
126 Niagara Street
St. Catharines

Branch Office: (905) 684-5050
245 Pelham Road
Suite 108
St. Catharines

Board Contacts

Robert Ciarlo
Superintendent of Human Resources
Ext 231
robert.ciarlo@ncdsb.com

Nina Ciccone
General Inquiries
Ext 225
nina.ciccone@ncdsb.com

Toni Di Cato
Payroll
Ext 251
toni.decato@ncdsb.com

Teresa Claxton
Benefits Administrator
Ext 258
teresa.claxton@ncdsb.com

Kristine Murphy
Human Resources Administrator - Benefits
Ext 241
kristine.murphy@ncdsb.com

Kim Maxwell
Coordinator WSIB (Disability Management)
Ext 259
kimberley.maxwell@ncdsb.com

IMPORTANT INFORMATION

PAY DATES

Pay	2008-2009	2009-2010	2010-2011	2011-2012
1	Labour Day- Sept. 1 September 4	Labour Day- Sept. 7 September 3	Labour Day- Sept. 6 September 2	Labour Day- Sept. 5 September 1
2	September 18	September 17	September 16	September 15
3	October 2	October 1	September 30	September 29
4	October 16	October 15	October 14	October 13
5	October 30	October 29	October 28	October 27
6	November 13	November 12	November 11	November 10
7	November 27	November 26	November 25	November 24
8	December 11	December 10	December 9	December 8
9	December 25	December 24	December 23	December 22
10	January 8	January 7	January 6	January 5
11	January 22	January 21	January 20	January 19
12	February 5	February 4	February 3	February 2
13	February 19	February 18	February 17	February 16
14	March 5	March 4	March 3	March 1
15	March 19	March 18	March 17	March 15
16	April 2	April 1	March 31	March 29
17	April 16	April 15	April 14	April 12
18	April 30	April 29	April 28	April 26
19	May 14	May 13	May 12	May 10
20	May 28	May 27	May 26	May 24
21	June 11	June 10	June 9	June 7
22	June 25	June 24	June 23	June 21
23	July 9	July 8	July 7	July 5
24	July 23	July 22	July 21	July 19
25	August 6	August 5	August 4	August 2
26	August 20	August 19	August 18	August 16
27				August 30

INVESTIGATION BY POLICE/SCHOOL BOARD/FACS/OCT

1. Call Niagara Elementary Unit of OECTA (905) 735-7015
2. Call Provincial OECTA 1-800-268-7230./ Ask to speak to someone in Counselling and Members Services.
3. Reference Niagara Catholic District School Board's:
 - Protocol between Niagara Catholic District School Board and Family and Children's Services Niagara (The Children's Aid Society) and Protocol between Niagara Catholic District School Board and Niagara Regional Police Services.

Employee Quick Reference Card

System Phone Number **905-735-8079 or 1-888-844-1228** Help Desk Phone Number 905-735-0240 ext 269

ID _____ PIN _____

System Calling Times to Substitutes

Week Day	Today's Jobs	Future Jobs
Weekdays	Starts at 06:00 a.m. Continues until jobs are 30% completed	06:00 – 09:30 p.m.
Saturday	None	None
Sunday	None	06:00 – 09:30 p.m.
Holidays	None	06:00 – 09:30 p.m.

Employee Reason Codes

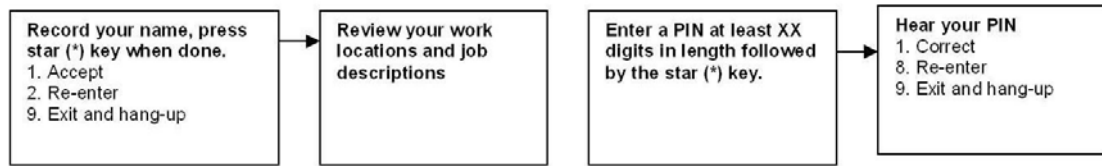
See Last Page of Employee Quick Reference Card

Employee Registration

Enter your Access ID, followed by the star (*) key. Enter your PIN followed by the star (*) key.
If you do not have a PIN, enter your Access ID followed by the star (*) key.

Name does not exist

PIN is not valid

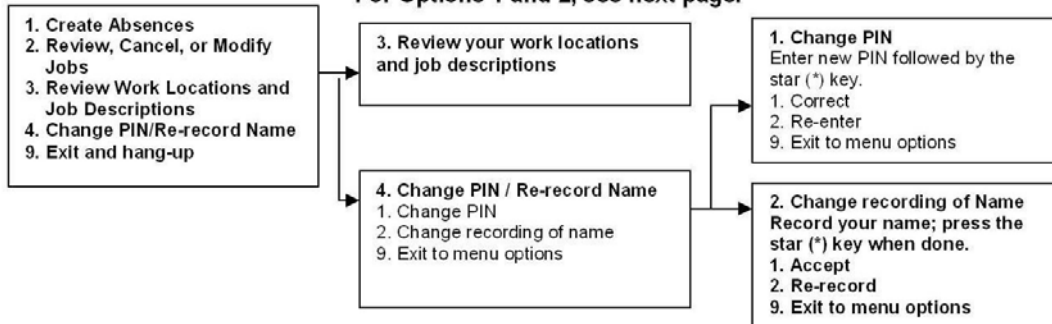


Employee Menu

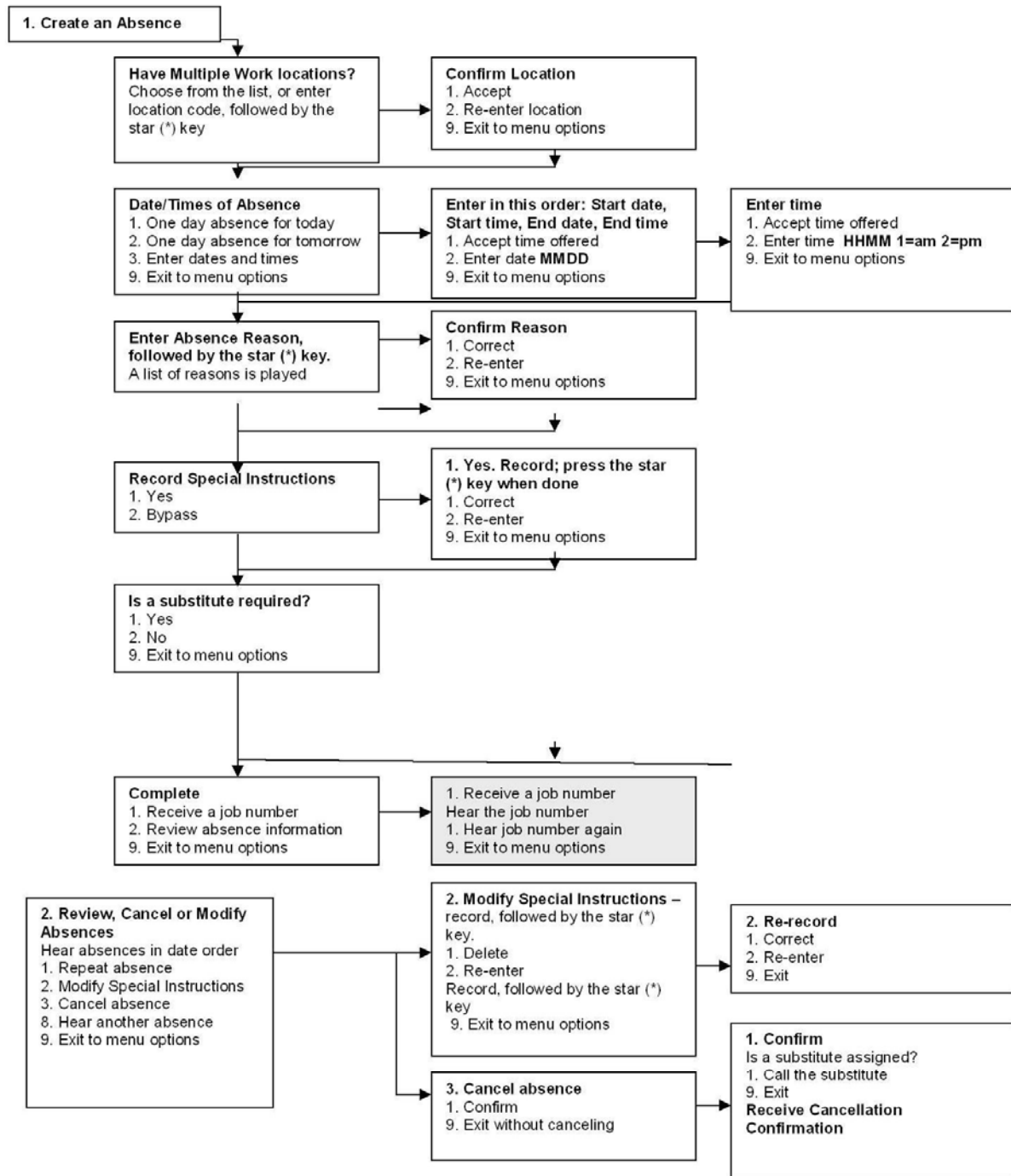
Enter Access ID, followed by star (*) key.
Enter PIN, followed by star (*) key, listen to announcements.

Menu Options

For Options 1 and 2, see next page.



Employee Menu



**YOUR SCHOOL DISTRICT
EMPLOYEE BROWSER ACCESS**

Web Browser Access Instructions

Web Browser URL <http://vip.ncdsb.com> Help Desk Phone Number 905-735-0240 ext 269

Sign In

Open your web browser and access the SmartFindExpress Sign In page. Review the messages above the Sign In. Enter your Access ID and PIN. Review additional announcements on your home page, if any.

Create Absence

Important Note: Items in Bold are required to complete an Absence and receive a Job Number.

- **Select the Location**
- **Select the Classification**
 - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu**
- **Indicate if a substitute is required for this absence.**
 - **Choose Yes or No**
- **Select Start and End Dates for your absence**
 - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
 - To change defaults, enter time in HH:MM am or pm format
 - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence. Select the *Modify Schedule* button.
 - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
 - Modify daily schedule and/or times for absence and substitute
 - Select the *Continue* button
- **Select the Continue button**
- **Select the Create Absence button to receive a Job Number. Please record this Job Number.**

Review/ Cancel Absences

Review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing.

**YOUR SCHOOL DISTRICT
EMPLOYEE BROWSER ACCESS**

Absence Reasons- (Reason codes can be changed at any time)			
Number	Description	Number	Description
Code	Name	Code	Name
01	ILLNESS	41	PROF DEV - PROG OFFICER
02	CONF/WORKSHOP (T)	42	PROF DEV -SPECIAL EDUCATION
03	BOARD BUSINESS	44	PROF DEV-ASSESS & EVALUATE
04	MISA TRAINING (T)	45	BD BUS- SUPER-AREA 2
05	HEALTH & SAFETY	46	BD BUS-SUPER-AREA 1
06	WSIB	47	BD BUS-SUPER -AREA 3
07	MODIFIED WORK	48	CO-INSTRUCTURAL SEC
08	FUNERAL IMM FAMILY (T)	49	PD - PRIN SECON PROG
09	FUNERAL NON-IMMD FAMILY (T)	50	PD-PRIMARY CONSULTANT
11	PERSONAL DAY (T)	51	PD-JUNIOR CONSULTANT
13	JURY DUTY (T)	52	PD-INTERMEDIATE CONSULTANT
14	SUBPOENA (T)	53	PD-ESL/FSL/MUSIC CONSULTANT
15	QUARANTINE	54	PD-ARTS CONSULTANT
16	GRADUATION (T)	55	PD-TECHNOLOGICAL CONSULTANT
17	WRITING EXAM (T)	56	PD-CO-ORD OF COMPUTER
18	INCLEMENT WEATHER	57	EARLY YEARS
19	COMPASSIONATE LEAVE (T)	58	PD-INFORMATION/RESOURCE
20	MATERNITY LEAVE (T)	59	SUCCESS LITERACY STU
21	EXTENDED MATERNITY LEAVE (T)	60	SUCCESS NUMERACY STU
22	PARENTAL/PATERNAL LEAVE (T)	61	SUCCESS PATHWAY STUD
25	ADOPTIVE LEAVE 17 WEEKS(T)	62	PD JK/SK
27	UNPAID LEAVE OF ABS - 29 DAYS OR LESS (T)	63	READING RECOVERY
28	UNPAID LEAVE OF ABS - 30 DAYS OR MORE (T)	64	STAFF DEVELOPMENT
32	OECTA UNION BUSINESS (SEC)	65	SPECIAL ED NORTH
33	OECTA UNION BUSINESS (ELEM)	66	SPECIAL ED SOUTH
38	MINISTRY TRAINING	68	NEW TEACHER IND PROG
39	FAITH FORMATION/PD	76	ADOPTIVE LEAVE 35 WEEKS (T)
40	PROF DEV - ATHLETICS	77	FAMILY LEAVE
		90	SCHOOL CLOSURE

TO: Niagara Catholic District School Board
Special Board Meeting
In Camera Session
November 27, 2008

TOPIC: COLLECTIVE AGREEMENT
SECONDARY TEACHERS - OECTA NIAGARA UNIT

RECOMMENDATION

THAT the Niagara Catholic District School Board approve the Collective Agreement for the Secondary Teachers of the Ontario English Catholic Teachers' Association (OECTA) Niagara Unit for the period of September 1, 2008 - August 31, 2012, as presented.

Prepared by: Rob Ciarlo, Superintendent of Education
Presented by: Rob Ciarlo, Superintendent of Education
Approved by: John Crocco, Director of Education
Date: November 27, 2008



NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD

REPORT TO THE BOARD NOVEMBER 27, 2008

COLLECTIVE AGREEMENT SECONDARY TEACHERS - OECTA NIAGARA UNIT

BACKGROUND INFORMATION

On November 10, 2008 representatives from the Board negotiating team and the Ontario English Catholic Teachers – Niagara Secondary Unit reached a tentative collective agreement. On Monday, November 26, 2008 the secondary teachers will be ratifying the tentative agreement and results will be forwarded to the Trustees on November 27th prior to the Special Board meeting to consider approval of the tentative agreement.

The following Provincial items have been included in the Secondary tentative agreement:

- General Wage Increase:
- September 1, 2008-August 31, 2012
 - September 1, 2008 3.0%
 - September 1, 2009 3.0%
 - September 1, 2010 3.0%
 - September 1, 2011 3.0%
- Establishment of two (2) committees:
 - Professional Development Committee
 - Staffing Committee
- Secondary Dual Credit Courses
- Secondary Teacher Supervision and on-calls
- Letter of Understanding regarding Group Benefits
- Transferability of other PDT agreements
- Benefits for surviving Spouse and Dependents
- Benefits for Adult and Continuing Education Day teachers
- Adoptive leave (extension)
- Family leave
- Supplemental Employment Benefit plan for maternity leave
- And general housekeeping of the Collective Agreement.

RECOMMENDATION

THAT the Niagara Catholic District School Board approve the Collective Agreement for the Secondary Teachers of the Ontario English Catholic Teachers' Association (OECTA) Niagara Unit, as presented.

Prepared by: Rob Ciarlo, Superintendent of Education
Presented by: Rob Ciarlo, Superintendent of Education
Approved by: John Crocco, Director of Education
Date: November 27, 2008

COLLECTIVE AGREEMENT

Between



NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD

and

SECONDARY TEACHERS OF

ONTARIO ENGLISH
Catholic
Teachers
ASSOCIATION

(Niagara Secondary Unit)

September 1, 2008 to August 31, 2012

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**COLLECTIVE AGREEMENT BETWEEN
THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD
AND
THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(NIAGARA SECONDARY BARGAINING UNIT)**

FOR THE PERIOD SEPTEMBER 1, 2008 TO AUGUST 31, 2012

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

1:00 GENERAL PROVISIONS

1:01 Recognition of Association

- .1 The Niagara Catholic District School Board (the "Board") recognizes the Ontario English Catholic Teachers' Association (the "Association") as the sole and exclusive bargaining agent authorized to negotiate and represent all Secondary Teachers other than Occasional Teachers, as defined in Part X.1 of the Education Act, employed in the Niagara Catholic District School Board.
- .2 The terms of this Collective Agreement shall apply to all Teachers employed in the secondary panel by the Board. Any exceptions must be mutually agreed upon by the Association and the Board.
- .3 The parties agree that any reference to Acts and Regulations within this Collective Agreement refers to the most recent version of them.

2:00 TERMS OF AGREEMENT

2:01 Duration and Renewal

This Collective Agreement becomes effective on September 1, 2008 and will remain in effect until August 31, 2012, and from year to year thereafter unless notice is given by either party on or before April 1 in the year of expiry.

2:02 This Collective Agreement is binding in all its clauses on all Teachers employed in the secondary panel of the Board. The Association and the Board must mutually agree upon any exceptions made for individuals.

2:03 Strikes and Lockouts

- .1 The Association will ensure that there are no strikes as long as this Collective Agreement is in force.
- .2 The Board will ensure that there are no lockouts as long as this Collective Agreement is in force.
- .3 For the purpose of this article, "strike" and "lockout" have the same meaning as under the Labour Relations Act as interpreted by the Ontario Labour Relations Board.

3:00 MANAGEMENT RIGHTS

- 3:01 The Board reserves unto itself, fully and exclusively, all management rights and prerogatives conferred on it by statute, regulation or otherwise, save and except to the extent expressly modified, curtailed or limited by any provision of this Collective Agreement.
- 3:02 The provisions of this Collective Agreement shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic Separate School Boards under Section 93 of the Constitution Act.

4:00 JUST CAUSE

- 4:01 No Teacher shall be disciplined, demoted or discharged except for Just Cause.
- 4:02 In the event that the Board terminates a Teacher for Just Cause, the Board shall provide the Teacher within thirty (30) working days, written notice of such termination. Such notice shall state the reason(s) for termination.
- 4:03 Before any disciplinary action is taken by the Board for denominational cause, an appropriate ecclesiastical authority recommended by the Bishop of the Diocese of St. Catharines shall determine the validity of the specific denominational cause. Discipline, demotion or discharge for denominational cause shall be **Just Cause**. An appropriate ecclesiastical authority recommended by the Bishop of the Diocese of St. Catharines shall determine whether there has been denominational cause. Although the factual issues may be subject to arbitral review, an arbitrator shall not have jurisdiction to alter, amend, or modify a discharge, discipline, or demotion for denominational cause.

5:00 PROBATIONARY PERIOD

- 5:01 .1 All Teachers newly hired to the Board shall serve a probationary period of ten (10) teaching months.
- .2 In extraordinary circumstances, the probationary period of a Teacher may be extended for an additional period of up to ten (10) teaching months on written notification by the Board to the Teacher. The Board shall discuss the reasons for and the length of the extension with the President of the LTBU prior to the notification to the Teacher.
- .3 Where a Teacher has been absent from duty for a period of twenty (20) consecutive days or more, the probationary period shall be extended by the equivalent length of time of the absence, such that the entire probationary period does not exceed ten (10) teaching months.
- .4 Effective September 1, 2004, all newly hired teachers to the Board, shall be required to successfully complete the OCSTA/OECTA Religion Part 1 course or equivalent within two (2) years of hire. A one-year extension may be requested in writing to the Superintendent of Human Resources. This request shall include reasons for the extension and the date in which the employee plans on registering for the course. A \$100 subsidy will be continued for this course.

6:00 PROVISION OF COLLECTIVE AGREEMENT

- 6:01 .1 Each Teacher shall receive an electronic copy of the Collective Agreement.
- .2 The Board agrees to provide ten (10) original signed copies of the Collective Agreement to the Association.

7:00 GRIEVANCE PROCEDURES

7:01 General

- .1 A grievance under the agreement shall be defined as any difference or dispute which relates to the interpretation, application and/or administration of this Collective Agreement.
- .2 Prior to submission of a grievance, there shall be an attempt to resolve the issue through informal discussion. A Teacher, the Unit, or the Board shall discuss the situation with the Principal, the Supervisory Officer, the Board or the Unit, as appropriate, in an attempt to resolve the issues to mutual satisfaction. At any time during any of the steps of the grievance process, an attempt may be made to resolve the grievance through informal discussion with the Board and the Association.
- .3 Three classifications of grievances exist: Teacher Grievance which is lodged by one individual Teacher, Unit Grievance which is lodged by the Association on behalf of a number or all the Teachers, and a Board Grievance which is lodged by the Board against the Association.
- .4 The term "days" when used in this article means calendar days excluding Saturdays, Sundays, legal holidays and the Christmas and Spring Break and summer break periods as approved in the Board's School Year Calendar.
- .5 In the computation of any time periods contained in this Article the first day shall be excluded and the last day included.
- .6 Timelines in this Article are mandatory and not simply directory and may be amended only by mutual agreement of the Board and the Association on a case by case basis.
- .7 In the event that a grievance has been initiated and has not proceeded to the next step in accordance with the timelines in this article, then the grievance shall be deemed abandoned.
- .8 "Letter" means a registered letter or a hand-delivered letter or confirmed FAX. A registered letter is deemed to be received by a party three (3) days after posting. A FAX or hand-delivered letter is deemed to be received when written confirmation of receipt is obtained.
- .9 The Grievance Officer or Association designate shall be present at all stages in the grievance procedure.
- .10 Contents of Grievance

The statement of grievance shall:

 - a) identify action taken to address the complaint at the informal level;
 - b) be in writing, naming the party(ies) involved;
 - c) contain a precise statement of the facts giving rise to the grievance;
 - d) indicate the redress sought; and
 - e) be signed by the grievor and the grievance officer in the event of a teacher grievance.

7:02 Unit Grievance

- .1 Unit grievances as defined herein shall commence at Step III of the Teacher grievance procedure

7:03 Board Grievance

- .1 A Board grievance shall start at Step III of the Teacher grievance procedure.

7:04 Teacher Grievance

.1 Step I

Failing satisfaction at the informal level, within fifteen (15) days, of no resolution, the teacher may submit the grievance to the appropriate Family of Schools Superintendent and/or Superintendent of Human Resources or designate.

The Family of Schools Superintendent and/or Superintendent of Human Resources or designate may meet with any relevant parties. The Superintendent shall give the decision by letter on the matter grieved to the Teacher within five (5) days of receipt of the written grievance.

.2 Step II

Within three (3) days of the receipt of an unsatisfactory reply or failing a reply, then within eight (8) days of submitting the grievance at Step I, the Teacher shall lodge the written grievance with the Director asking for a meeting to discuss the matter.

The said meeting shall be arranged and held within five (5) days of the receipt of the letter of grievance. The meeting shall be held at the Board Office during regular working hours of the Board. The Teacher shall be accompanied to the meeting by a representative of the Association.

The decision of the Director shall be given to the Teacher by letter within three (3) days following the meeting and a copy of this decision shall be forwarded to the Unit President. Failing settlement of the grievance at Step II, the Teacher may proceed to Step III, within three (3) days after receipt of the decision of the Director.

.3 Step III

Within three (3) days of receipt of an unsatisfactory decision, or failing a reply, then within eight (8) days of submitting the grievance at Step II, the Teacher shall submit the grievance to the Chairperson of the Board and the Superintendent of Human Resources specifying in detail the facts of the grievance and naming the parties involved in the grievance.

All parties involved, including a representative of the Association, shall be given the opportunity of discussing the grievance with a Committee of the Whole or the Board within (15) days of the receipt of the grievance by the Chairperson and the Superintendent of Human Resources. Either party may have legal counsel in attendance. If legal counsel is to be in attendance either party will notify the other, five (5) days prior to the date of the meeting.

The Board shall notify the Teacher of its decision by letter within five (5) days after the meeting at which the grievance was discussed.

If the grievance is still not settled, the Association may proceed to Step IV within ten (10) days of the receipt of the decision of the Committee of the Board and / or the Board.

.4 Step IV

Within ten (10) days after receipt of the decision, or failing a reply within twenty six (26) days of submitting the grievance at Step III, the Association shall notify the Chairperson of the Board and the Superintendent of Human Resources by letter of its desire to proceed to arbitration.

Within five (5) days after notification by the Association to the Board of a decision to proceed to Arbitration, each party will appoint a nominee to an Arbitration Board and advise the other party in writing of the name of its nominee. The two nominated arbitrators shall confer and determine if the grievance can be resolved. Failing resolution they shall appoint a chairperson within five (5) days of their appointment. In the event of default by either party in nominating its representative to the Arbitration Board, the other party may apply to the Labour Relations Board who shall have the power to effect such appointment.

Each of the parties shall bear the expense of the arbitrator nominated by it and the parties shall jointly bear the expense of the Chairperson.

The Arbitrators shall not have the power to alter or change any of the provisions of the Collective Agreement, or to give any decisions inconsistent with the terms and provisions of said agreement and/or any provincial statutes or regulations.

All parties involved shall expedite the proceedings of the Arbitration Board. The decision of the majority of the Board shall then be final and binding on all parties. If there is no majority decision of the Board, then the decision of the Chairperson shall be final and binding.

Where the parties mutually agree, the grievance may be referred to Mediation/Arbitration in accordance with Section 50 of the Ontario Labour Relations Act.

An Arbitration Board shall not consider a grievance unless it has been properly carried through all previous steps of the grievance procedure, or unless the party opposing the grievance has refused to participate in the earlier stages of the grievance procedure.

After Step II, any actions taken by mutual consent to expedite the grievance procedure are encouraged. Any steps in these procedures expedited or by-passed by written consent between the parties shall be considered to have been carried out.

7:05 Expedited Arbitration

Expedited Arbitration, as currently provided in Section 49 of the Ontario Labour Relations Act, shall be available as provided for in legislation.

8:00 SALARY

8:01 Interpretations and Definitions

- .1 Ontario Certificates only are included in the Definitions.
- .2 No increments shall be granted nor experience recognized for salary purposes to non-certificate Teachers on Letters of Permission.
- .3 One hundred and eighty (180) days of teaching as an Occasional Teacher shall qualify as one (1) year of experience, or a proportion thereof. Eight (8) credit courses in the Day School Continuing Education program shall qualify as one (1) year of experience. A Teacher shall not accumulate more than one (1) year of experience in one (1) school year.
- .4 One (1) increment represents one (1) F.T.E. year of recognized teaching experience as approved by the Director of Education or designate in the Human Resources Department.
- .5 "Q.E.C.O." means - The Qualifications Evaluation Council of Ontario.

- .6 Commencing September 1, 2001 "QECCO" Evaluation Certificate shall be a certificate under the Qualifications Evaluation Council of Ontario Programme 5, dated January 2000. There shall be no negative adjustment in grid placement as a result of the implementation of QECCO Program 5 for teachers in the employ of the Board.
- .7 All teaching experience must be documented by the previous Board(s) and/or by relevant organization(s) with which the experience was gained.
- .8 All teaching experience must be based on an Ontario Teacher's Certificate or the equivalent thereof.

8:02 Placement and Change in Level

- .1 All Teachers under this agreement will be placed on the salary grid at a level consistent with the Teacher's qualifications and recognized years of experience as a Teacher, and subject to the definitions employed in this Collective Agreement.
- .2 A Teacher shall be placed on the grid effective the start of each school year or on hire at the grid step for which the Teacher has accumulated experience with all experience rounded to a full integer.
- .3 Qualification level placement on the salary grid will be determined by an Evaluation Certificate obtained from Q.E.C.O. subject to 8:01.6 and 8:01.7.
- .4 Persons who hold a Letter of Permission shall be placed at the minimum salary in Category A1 and receive no increments.

8:03 Change in Level/Salary

- .1 Salary shall be based on qualifications and documented experience submitted at the time of hiring. It should be understood that any subsequent changes affecting certification and/or experience must be supported by approved documentation and such documentation must be provided to the Human Resources Department before the resultant adjustment in salary is made.
- .2 The onus shall be on the Teacher to secure and produce any necessary documentation within the timelines set out in article 8:02 or 8:03.
- .3 If a change in level is to be effective for September 1, the Q.E.C.O. Evaluation Certificate must be submitted to the Human Resources Department prior to December 15 of that school year. In the event that the QECCO Evaluation certificate is delayed, proof of initiation and submission of all the required documents to QECCO prior to October 15, must be presented to the Board in the year in question. Any resultant adjustment in salary shall be made by retroactively placing the Teacher on the salary grid according to revised qualifications and recognized years of experience effective the start of the school year.
- .4 If a change in level is to be effective January 1 of a school year, the Q.E.C.O. Evaluation Certificate must be submitted prior to March 31 of the same school year. Any resultant adjustment in salary shall be made by retroactively placing the Teacher on the salary grid according to revised qualifications and recognized years of experience effective January 1 with experience determined as per 8:02.2.
- .5 If a change in level is to be effective for the first day of the Second Semester, the Q.E.C.O. Evaluation Certificate must be submitted to the Human Resources Department prior to May 15 of that school year. In the event that the QECCO Evaluation certificate is delayed, proof of

initiation and submission of all the required documents to QECO prior to March 15, must be presented to the Board in the year in question.

Any resultant adjustment in salary shall be made by retroactively placing the Teacher on the salary grid according to revised qualifications and recognized years of experience effective the start of the second semester.

- .6 When notification of a certificate arrives after the deadlines above, any resultant change in level shall be effective for the following school year.

8:04

.1 Grid

September 1, 2008

Yrs	A1	A2	A3	A4	Yrs
0	\$40,192	\$42,409	\$46,263	\$48,870	0
1	\$42,641	\$45,052	\$49,295	\$52,115	1
2	\$45,224	\$47,764	\$52,462	\$55,433	2
3	\$47,831	\$50,545	\$55,634	\$58,816	3
4	\$50,461	\$53,395	\$58,806	\$62,235	4
5	\$53,149	\$56,177	\$62,048	\$65,581	5
6	\$55,880	\$58,958	\$65,218	\$68,965	6
7	\$58,905	\$62,109	\$68,867	\$72,715	7
8	\$61,811	\$64,913	\$72,055	\$76,187	8
9	\$64,562	\$67,677	\$75,243	\$79,655	9
10	\$66,906	\$70,835	\$78,845	\$83,469	10
11+	\$69,392	\$72,883	\$81,631	\$86,585	11+

September 1, 2009

A1	A2	A3	A4
\$41,397	\$43,681	\$47,651	\$50,337
\$43,920	\$46,404	\$50,774	\$53,678
\$46,581	\$49,197	\$54,036	\$57,096
\$49,266	\$52,062	\$57,303	\$60,581
\$51,975	\$54,997	\$60,570	\$64,102
\$54,744	\$57,863	\$63,910	\$67,549
\$57,556	\$60,727	\$67,174	\$71,034
\$60,672	\$63,972	\$70,933	\$74,896
\$63,666	\$66,860	\$74,216	\$78,473
\$66,499	\$69,707	\$77,500	\$82,045
\$68,913	\$72,960	\$81,211	\$85,973
\$71,474	\$75,069	\$84,080	\$89,182

September 1, 2010

Yrs	A1	A2	A3	A4	Yrs
0	\$42,639	\$44,992	\$49,081	\$51,847	0
1	\$45,238	\$47,796	\$52,297	\$55,289	1
2	\$47,978	\$50,673	\$55,657	\$58,808	2
3	\$50,744	\$53,623	\$59,023	\$62,398	3
4	\$53,534	\$56,647	\$62,387	\$66,025	4
5	\$56,386	\$59,598	\$65,827	\$69,575	5
6	\$59,283	\$62,549	\$69,189	\$73,165	6
7	\$62,492	\$65,891	\$73,061	\$77,143	7
8	\$65,576	\$68,866	\$76,443	\$80,827	8
9	\$68,494	\$71,799	\$79,825	\$84,506	9
10	\$70,980	\$75,149	\$83,647	\$88,552	10
11+	\$73,618	\$77,321	\$86,602	\$91,858	11+

September 1, 2011

A1	A2	A3	A4
\$43,918	\$46,342	\$50,553	\$53,402
\$46,595	\$49,230	\$53,866	\$56,947
\$49,418	\$52,193	\$57,327	\$60,573
\$52,266	\$55,232	\$60,793	\$64,270
\$55,140	\$58,346	\$64,259	\$68,005
\$58,077	\$61,386	\$67,802	\$71,662
\$61,061	\$64,425	\$71,265	\$75,360
\$64,367	\$67,868	\$75,253	\$79,458
\$67,543	\$70,932	\$78,736	\$83,252
\$70,549	\$73,953	\$82,220	\$87,041
\$73,110	\$77,403	\$86,157	\$91,209
\$75,827	\$79,641	\$89,200	\$94,614

.2 Home Instruction

- a) The Board will agree to post internally to the Secondary Panel for Home Instruction Teachers no later than September 30 of each school year.
- b) This posting will be for a minimum of 5 school days, after which a pool of Home Instruction Teachers will be created.

- c) Qualified pool teachers in the area to deliver the program will be assigned first.
- d) A pooled teacher who refuses an assignment will be removed from the pool.
- e) If no teacher(s) apply, or the pooled teachers do not have the necessary qualifications, the Board may post externally for certified and qualified teachers or individuals on Letters of Permission. These teachers or individuals will be considered “pooled” subject to (d) above.
- f) The salary for Home Instruction shall be:

Sept. 1, 2008 - \$30.00	Sept 1. 2010 - \$31.83
Sept. 1, 2009 - \$30.90	Sept 1. 2011 - \$32.78

8:05 Allowances

- .1 An Allowance shall be paid to Teachers, in addition to salary from grid placement, for Teachers filling the following positions:

- a) Co-ordinator

The allowance for Co-ordinator is 7% of salary on grid annually.

Co-ordinator means a certified teacher who holds the necessary qualifications for the position. A Co-ordinator in accordance with the requirements under the Education Act and Regulations is responsible for co-ordination, supervision and delivery of programmes. A Co-ordinator shall serve on the basis of a renewable fixed term appointment as determined by the Board.

- b) Consultant

The allowance for Consultant is 5% of salary on grid annually.

Consultant means a certified teacher holding the necessary qualifications for the position. A Consultant, in accordance with the requirements under the Education Act and Regulations, assists teachers in the maintenance of quality programmes and in the improvement of the methods of instruction in a specified area of a school programme in all schools or a group of schools as determined by the Board. A Consultant shall serve on the basis of a renewable fixed term appointment as determined by the Board.

- c) Special Assignment Teacher \$nil

A Special Assignment Teacher, defined as a certified teacher qualified in the area of Special Education, shall be appointed by the Board out of the classroom to work with teachers in such areas as assessment, testing and programme delivery. The primary contacts of a Special Assignment Teacher shall be with students. The duties may complement but not duplicate the duties of a Consultant or a Co-ordinator. A Special Assignment Teacher shall serve on the basis of a renewable fixed term appointment as determined by the Board

- d) Special Initiative Teacher \$nil

A Special Initiative Teacher, defined as a certified teacher qualified in the specific area, appointed by the Board to work on a specific temporary initiative for a time specific term not to exceed two (2) school years commencing from the date of appointment. After two (2) school years the specific Ministry initiative, if continued, shall be deemed to be permanent and subject to Articles 16.02 and 16.06 of the current Collective Agreement. The primary contact of a Special Initiative Teacher shall be with students. The duties may complement, but not duplicate, the duties of a Consultant or a Co-ordinator.

- .2 A person who no longer holds a position of responsibility which grants that person an allowance, no longer retains the allowance.

8:06 Allowance for Related Experience

- .1 a) Related technological experience shall be compensated on the basis that one (1) year of work experience shall be equated to one (1) year of teaching for the purposes of grid placement.
b) The Board shall adjust current teacher grid placement effective September 1, 2004.
- .2 At the time of hiring, the Board shall notify the Teacher of the related technological experience recognition available to teachers. The Teacher shall submit documentation of the related technological experience for evaluation within sixty (60) days of commencement of employment.
- .3 In calculating related technological experience for Teachers with degrees, the years calculated shall be those years in excess of those required for admission to a Faculty of Education in Ontario.
- .4 In calculating related technological experience for Teachers without degrees, the years calculated shall be those in excess of the number of years normally required for admission to a Faculty of Education in Ontario.
- .5 For purpose of calculating related experience it is understood that the experience must be achieved through a Journeyman's/Certified trade designation. Where no such trade certification exists the teacher must produce the appropriate equivalent documentation.
- .6 The onus shall be on the Teacher to produce evidence of such experience.
- .7 For the purpose of Article 8:06.1, related technological experience means experience directly related to the teaching assignment in the Teacher's first year of employment as a secondary teacher.

8:07 Method Of Payment

- .1 The schedule for payment for salary shall be:
 - a) The Association agrees to a system of payments consistent with its current practice of every second week and 1/26 of each payment.
 - b) The Association further recognizes that there may be a need to have the number of payments at 1/27 in some years and will consult with the Board.
 - c) Such payment shall total 100% of the annual salary.
- .2 Payment for retiring Teachers or Teachers on leave shall be paid on the basis of actual days worked in the school year.
- .3 The Board shall pay each Teacher through electronic fund transfer to the financial institution of the Teacher's choice.
- .4 Each pay an electronic version of a teacher's pay stub shall be available to the teacher via the Board portal. When changes to salary or deductions are made during the school year, a written notice explaining such changes shall be sent to the Teacher upon request.
- .5 In the event of an overpayment by the Board to any Teacher, repayment of this amount shall take place within a calendar year from the date of discovery of said overpayment, with the repayment

schedule subject to consultation and consent by both parties within this time frame. In the event there is no agreement within two (2) months, then the amount shall be taken out in equal payments over the balance of the ten (10) months.

- .6 Upon the death of a Teacher actively employed by the Board, all remuneration due the deceased shall be paid to the estate.

8:08 Travel Expenses

The Board shall grant a travel allowance at the current Board rate to Teachers who must travel in the performance of their duties.

9:00 DEDUCTION OF ASSOCIATION FEE

9:01 Local Office Levy

- .1 The Board shall deduct from each member of the Local Teacher Bargaining Unit an amount to be determined by the Unit and deducted in a manner mutually agreeable to the Board and Unit.

- .2 The Board shall be notified of this amount by July 1 preceding the levy.

9:02 Provincial Association Dues

The Board shall deduct from the pay of each Teacher who is within the scope of this agreement, twenty (20) equal instalments over the ten (10) months of the school year, 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. The Board shall remit the total amount so deducted to the Ontario English Catholic Teachers' Association within thirty (30) calendar days of collection.

- 9:03 Such deductions as required under article 9:00 shall have the same meaning as "regular union dues" as defined under Section 47(2) of the Ontario Labour Relations Act.

- 9:04 The Association shall indemnify and save the Board harmless against any or all claims or liability arising out of the application of Article 9:00

9:05 College of Teachers

The Board shall deduct from Teachers in equal instalments between September and December inclusive, the fee payable to the College of Teachers. Such fee shall be paid to the College of Teachers by the Board in January of each year for each Teacher in the employ of the Board, or at such other time as the College of Teachers may prescribe.

10:00 BENEFITS

10.01 Coverage

- .1 The Board agrees to pay 100% of the cost of the premiums of all participating Teachers, who are eligible under the terms of the plan, subject to 10:01.2, for the Extended Medical, Dental, Group Life and Vision Care Plans.

- .2 a) Part-time Teachers are eligible to enrol in the benefits listed under section 10:00, but are solely responsible for the employee's share and a proportion of the Board's share of the premium cost, based on the percentage of time not b)
 - b) Part-time Teachers currently receiving full benefits who decline an increase in employment status offer will revert to pro-rated benefits effective the first pay date following the commencement of the position which was declined. The Board shall inform the part-time Teacher of the cost of the benefits at the time of offer of full time employment. The Teacher shall have 24 hours to inform the Board of his/her decision
- .3 a) All benefits coverage shall be mandatory as a condition of employment.
 - b) Notwithstanding clause 10:01.3 (a), part-time Teachers and Teachers on leaves of absence, excluding Teacher Financed Leaves, shall have the option to waive, in writing, the Extended Medical, Dental and Vision Care Plans of the benefits package. The Board shall provide information with respect to waivers as per Article 13:02.1, Information to the Association.
 - c) A teacher may rescind said waiver by written notice to the Human Resources Department.
- .4 There shall be mandatory co-ordination of benefits, following the standards of the Canadian Life and Health Insurance Association. There shall be no loss of benefit for a Teacher as a result of the co-ordination of benefits. Claims made under a spouse's plan may be followed by claims for the balance of any expenses not reimbursed by the spouse's plan.
- .5 The provider or agency supplying the coverage shall be at all times determined by the Board except in the case of LTD coverage, where the carrier or Agency shall be selected by the Association.
- .6 The Board shall distribute details of the group benefit plans to employees at hire and to all bargaining unit members following any changes to the plan.
- .7 A copy of the master policy or policies of the insured benefit plans shall be given to the Association.
- .8 In the event of a decision to change carriers, the Board agrees to implement the same coverage that the Association agrees is an appropriate substitution. No amendment to any plan shall be made without the written consent of the Association
- .9 The surviving spouse and/or dependents shall be entitled to continued benefit coverage in the Board's benefit plan, as per the Collective Agreement, for a period of one year following the date of death of anyone covered by this Collective Agreement. The board will assume 100% of the cost of the premiums from September 1, 2008 – August 31, 2010. As of September 1, 2010, the cost of the premiums will be assumed first by the Provincial Discussion Table benefit enhancements.

10:02 Extended Medical Plan

- .1 The Board agrees to make an extended medical plan available. The plan shall provide single and family options, with unlimited lifetime benefits.
- .2 Coverage for drugs shall be provided using a card system and shall include a \$2.00 co-payment per prescription. Generic drug substitution shall be required, unless specifically excluded by the physician on a prescription. There shall be reimbursement of over the Counter (OTC) drugs with the submission of a prescription and receipt, subject to the \$2.00 co-payment per prescription.

10:03 Dental Plan

- .1 The Board agrees to pay premiums for a Dental Plan, equivalent to the agreed upon plan in existence as of September 1, 2000 with a nine (9) month recall, with the covering agency selected by the Board.
- .2 The Plan which was in existence as of September 1, 2000, shall include: denture services with 50-50 co-insurance with no maximum; orthodontic services with 50-50 co-insurance and a \$2,500 lifetime maximum per insured person; and major restorative – bridges and crowns with 50-50 co-insurance and a \$3,000 lifetime maximum per insured person.
- .3 The coverage to be as outlined in the current Dental Association Schedule of Fees.

10:04 Group Life Insurance

- .1 The Board agrees to make Group Life insurance coverage available with accidental death and dismemberment clauses. Such insurance coverage shall be three (3) times salary to a maximum of \$250,000. No medical examination will be required.
- .2 Subject to the terms of the carrier; the Board shall endeavour to provide optional additional coverage for dependants and spouses. Such insurance shall be \$50,000 for a spouse and \$25,000 for each dependent. The cost of the coverage shall be paid entirely by those participating.

10:05 Vision Care Plan

The plan shall provide a combined maximum of \$250.00 coverage each twenty-four (24) months for joint prescriptions for the cost and/or repair of frames, lenses or contacts, and \$250 per eye for laser eye surgery for each employee and dependants. For dependants 18 years or younger, the plan shall provide a combined maximum of \$250.00 coverage each twelve (12) months for joint prescriptions for the cost and/or repair of frames, lenses or contacts.

10:06 Long Term Disability Insurance

- .1 The Board agrees to administer the Ontario Teachers' Insurance Plan on behalf of the Teachers. The Board shall effect the necessary premium deductions from payroll and shall administer it in accordance with all terms and conditions. The Teachers shall pay the necessary premiums.
- .2
 - a) The Board agrees to pay 100% of the cost of the premiums for benefits of all Teachers who have qualified for LTD and who are eligible under the terms of the plan, subject to 10:01.2, for the Extended Medical, Dental, Group Life and Vision Care Plans.
 - b) Teachers who have qualified for Long Term Disability shall continue to accumulate seniority for the time absent, but shall not gain experience.
- .3 All terms and conditions of redundancy shall apply to a Teacher resuming duties after a period of disability on the L.T.D. plan.
- .4 All eligible Teachers on staff must, as a condition of employment, enrol in the Long Term Disability Plan.
- .5 Teachers shall make application for LTD coverage and, if approved, shall receive such benefits. In the event that such Teacher is denied LTD benefits, such Teacher shall be eligible to access sick leave credits.

.6 LTD Repayment

Teachers shall repay the Board for 100% of their gross salary for any sick days used beyond the OTIP 60 working day elimination period. Repayment shall be as per article 8:07.5. An Agreement of Sick Leave Credits Repayment Form is to be signed by the Teacher and returned to the Board prior to the expiration of the elimination period. The Board may suspend the payment of sick leave credits to the employee if the signed repayment form is not received prior to the end of the elimination period.

10:07 Benefits for Retirees

The Board shall make available to each Teacher upon retirement an election to enrol in the benefit plans as outlined in Article 10. The retired Teachers shall form a separate group in the plan and shall assume the full cost of the required premiums. These shall be payable at least monthly in advance or as otherwise agreed upon by the Board and the retired Teacher.

10:08 Benefits Review Committee

- .1 The Board shall form a Benefits Review Committee whose mandate is to include but is not limited to receive and study:
 - a) cost of the plans
 - b) factors influencing cost
 - c) financial data
 - d) usage data
 - e) designs of the plans
 - f) proposals for tendering
 - g) additional riders
 - h) study of ODA fee schedule
 - i) benefit plan for retirees
- .2 The committee shall function as follows:
 - a) one (1) designated representative shall be invited from each employee group of the Board and up to three (3) representatives from the Board.
 - b) the committee shall meet semi-annually, with the 1st meeting no later than November 1.
 - c) the parties shall report to their respective groups by April 30.
 - d) the Board shall retain its right to select the carrier, except for Long Term Disability, but shall do so in accordance with each employee group's Collective Agreement.

10:09 Employee Assistance Program

The O.E.C.T.A. Secondary Unit shall contribute an amount each year to assist the Board to provide an Employee Assistance Program. For the secondary panel teachers, the O.E.C.T.A. Secondary Unit shall bear one-third (1/3) the cost of the program for their Teachers with the Board bearing two-thirds (2/3) of the cost of the program.

10:10 Retirement Gratuity

- .1 For regularly employed Teachers in the schools of the former Lincoln County RCSSB on August 31, 1984 and for Teachers employed on June 30, 1998 in schools of the former Welland County RCSSB, a retirement gratuity for accumulated sick leave will be paid to Teachers with a minimum of ten (10) years teaching with the Board or its predecessors. (see Appendix A)
- .2 Notwithstanding 10:10.1 any teacher hired after June 30, 2002 shall not be eligible for a retirement gratuity.

- .3 The retirement gratuity shall be to a maximum of 50% of the salary of the year immediately preceding retirement, subject to the following calculation: Cumulative sick leave credit accumulated at this Board or its predecessor Boards to a maximum of two hundred (200) days X $1/2$ X Teacher's actual daily rate of salary on grid at June 30, 1998.
- .4 In the event of the death of a Teacher receiving retirement gratuity payments, the unpaid balance shall be paid to the deceased's estate.
- .5 A retiring Teacher is one who ceases to be employed by the Board and is receiving a pension under the Teachers' Pension Act of Ontario and is not resigning to take another position or being dismissed for cause.
- .6 The method of payment shall be by mutual consent, but all payments must be made within a three year period of the retirement or death of a Teacher.

10:11 Group Registered Retirement Saving Plan

- .1 For individual full-time Teachers hired on or after September 1, 1998, the Board shall contribute \$250.00 per year as a taxable benefit, to a maximum of six (6) years, to the Teacher. Contributions for part-time Teachers shall be prorated.

10:12 Optional Group Registered Retirement Savings Plan

The contract is between the individual Teacher and the insurance company. The Board will deduct the premium as indicated by each Teacher and remit said premiums to London Life. The Board's responsibility shall be limited to deduction and remittance of the premiums only.

11:00 LEAVES

11:01 Cumulative Sick Leave Plan

General

- .1 The Cumulative Sick Leave Plan shall apply to all Teachers covered by this Collective Agreement.
- .2 All Teachers under full-time employment with the Board shall receive twenty (20) days of personal sick leave per school year.
- .3 Where a Teacher commences employment, or returns from a leave of absence or long term disability, not including pregnancy and parental leave as defined in the Employment Standard Act, after September 1, in any year, the personal sick leave of twenty (20) days shall be prorated on the basis that twenty (20) days bear to one (1) year of employment (i.e. 2 days per month).
- .4 Part-time Teachers shall be prorated according to contractual time. Sick leave credit will be given at the start of the school year or date of hire (if after September 1).
- .5 Each Teacher shall have all of his/her unused sick leave allowance for the year placed to his/her credit as an accumulated sick leave reserve to a maximum of three hundred (300) days.
- .6 The payment of sick leave claims to any Teacher shall automatically reduce the accumulated reserve of that Teacher by the number of days represented by such payment.

- .7 If, because of absence, a Teacher's cumulative sick leave credit has been reduced, it may be built up again in subsequent years.
- .8 If a Teacher is away from the Niagara Catholic District School Board staff on Leave of Absence including a Sick Leave of Absence, his/her accumulated sick leave credits shall carry on but no credits will be given for the period of absence nor is the plan accessible over the period of the absence.

.9 Transfer of Credit

- a) Teachers on staff on January 1, 1998 shall receive those sick leave credits to which they were entitled with the Lincoln County RCSS Board or the Welland County RCSS Board effective December 31, 1997, and any credits accrued during the period from January 1, 1998 to June 30, 1998.
- b) A Teacher coming to this Board from another Board (without any other intervening employment) which has an accumulative sick leave plan shall have such credits transferred provided no retirement gratuity has been paid on the basis of such accumulated sick leave.

Teachers employed by the Board who are released due to redundancy but later rejoin the Niagara Catholic District School Board when recalled from the List of Recall shall have their sick leave credit carried over from the first to the second period. There shall be no credit for any intervening employment.

.10 Deductions

- a) Where a Teacher is absent for more than five (5) consecutive teaching days, the Teacher shall provide the Board with a medical certificate, which shall contain the prognosis and the expected date of return to work.
- b) Where a Teacher is absent for five (5) days or less, no medical certificate is required to be submitted by the Teacher unless advance notice has been given to the Teacher by the Board.

.11 Statement of Accumulated Sick Leave

The Board agrees to provide each Teacher, on or before September 30 of the school year, a written statement including:

- a) the accumulated days of sick leave as of the previous June 30
- b) the number of days deducted during the school year ending as of the previous June 30.

11:02 Workplace Safety and Insurance Leave Benefits

- .1 An employee shall continue to be covered by the benefits under Section 10:00 while in receipt of benefits from WSIB.
- .2 A Teacher who is absent and in receipt of benefits from WSIB may elect to utilize sick leave credits in order to receive 100% of salary.
- .3 The Board, the Association and the Teacher shall all endeavour to ensure that the Teacher is returned to work as soon as possible. To this end, the Board will provide prompt notice to the Association of those Teachers who submit to receive WSIB benefits and all parties shall ensure that information is shared to provide for a timely return to work.

11:03 Association Leave

- .1 The President of the LTBU shall be granted, upon request, a leave of absence. Such a request shall be made on or before May 31.
 - a) The salary and pro-rata share of the benefit costs shall be paid by the Association.
 - b) Seniority, experience, and sick leave credits shall continue during the leave.
- .2 In the event that a President is unable to perform his/her duties for a period of more than twenty (20) consecutive school days due to injury or illness, and makes application and qualifies for LTD benefits, the Unit may appoint another Teacher as Interim President until the President is able to return to his/her duties as President. The Board shall grant a leave to the Teacher named by the Association as Interim President during the period of appointment.
- .3 The Association shall be allowed a maximum of a further twenty (20) days without loss of salary or deduction from sick leave credits for any member of the LTBU designated by the Association. The Association shall reimburse the Board for the actual cost of the Teacher on leave.
- .4 The President/Interim President shall be returned to a position as similar as possible to that vacated when the leave commenced.
- .5 A teacher holding a position of responsibility (Consultant, Co-ordinator or Program Chair) who takes a leave of absence for Association business thereby relinquishes the position of responsibility for the duration of the leave of absence. The allowance attached to the position of responsibility shall be maintained.

11:04 Bereavement Leave

- .1 A Teacher shall be entitled to a Bereavement leave from the date of death to a maximum of five (5) Board working days, without deduction of salary or sick leave credit for reasons related to the death of a member of his/her "Immediate Family". The "Immediate Family" shall include the relative or relative through legal adoption of either the employee or the employee's spouse: Husband, Wife, Son, Daughter, Father, Mother, Guardian, Brother, Sister, Grandfather, Grandmother, Grandchild, Great-Grandparent, Step-child and Step-Parent.
- .2 If the distance to the funeral is 800 kilometres or more (one way) from the Teacher's residence, one additional day of bereavement leave shall be granted without loss of salary and sick leave credit.
- .3 A Teacher shall be entitled to a Bereavement leave of one (1) day, without deduction of salary or sick leave credit for reasons related to the death of a member of his/her "Non-Immediate Family" or to act as a pall bearer. The "Non-immediate Family" shall include the relative or relative through legal adoption of either the employee or the employee's spouse: niece/nephew, cousin, aunt/uncle.
- .4 Where the deceased is cremated or where for any reason the body cannot be interred within five (5) days of death, the leave shall not be more than three (3) Board working days. The Teacher shall be granted an additional day to attend the interment of the deceased without loss of salary and sick leave credit.

11:05 Pregnancy and Parenting Leave

- .1 Under the Employment Standards Act, R.S.O. 2000 as amended, a teacher shall be eligible to a maximum of fifty-two (52) weeks of unpaid leave: consisting of seventeen (17) weeks of pregnancy leave and thirty-five (35) weeks of parental leave.

In this Article,

"pregnancy leave" means a leave of absence under subsection 45(1) of the Act,

"parental leave" means a leave of absence under subsection 47(1) of the Act,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

- .2 Under the Employment Standards Act, a teacher who is a parent of a child is entitled to parental leave following:
- (i) the birth of his/her child; or
 - (ii) the coming of the child into his/her custody, care and control for the first time.

.3 Pregnancy Leave

- a) A pregnant teacher who started employment with the Board at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.
- b) The teacher may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- c) The teacher must give the Board:
 - (i) at least two (2) weeks written notice of the date the leave is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner stating the expected birth date
- d) Clause 11:05.3(c) does not apply in the case of a Teacher who stops working because of complications caused by the pregnancy or because of premature delivery, still-birth or miscarriage.
- e) The Teacher described in 11:05.3(d) must, within two (2) weeks of stopping work, give the Board:
 - (i) written notice of the date the pregnancy leave began or is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner.
- f) The pregnancy leave of a Teacher who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.
- g) The pregnancy leave of a Teacher who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- h) The pregnancy leave of a Teacher ends on a day earlier than the day provided for in (f) or (g) if the Teacher gives the Board at least four (4) weeks written notice of that day

.4 Parental/Adoptive Leave

- a) A Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following,
 - (i) the birth of his/her child; or
 - (ii) the coming of the child into the custody care and control of a parent for the first time.
- b) Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

- c) The parental leave of a Teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- d) The Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- e) Clause 11:05.4(d) does not apply in the case of a Teacher who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- f) The parental leave of a Teacher described in 11:05.4(e) begins on the day the Teacher stops working.
- g) A Teacher described in 11:05.4(e) must give the Board written notice that the Teacher wishes to take leave within two (2) weeks after the Teacher stops working.
- h) (i) Parental leave ends thirty-five (35) weeks after it began, if the Teacher also took pregnancy leave and thirty-seven (37) weeks after it began, otherwise.

(ii) A Teacher who has adopted a child shall have access to an unpaid seventeen (17) week leave of absence, following their parental leave. The Board will assume 100% of the cost of the benefit premiums from September 1, 2008 – August 31, 2010. As of September 1, 2010, the cost of the premiums will be assumed by the Provincial Discussion Table benefit enhancements.

.5 Change of Notice to Begin Leave

- a) A Teacher who has given notice to begin pregnancy leave or parental leave may change the notice,
 - (i) to an earlier date if the Teacher gives the Board at least two (2) weeks written notice before the earlier date; or
 - (ii) to a later date if the Teacher gives the Board at least two (2) weeks written notice before the date leave was to begin.
 - b) A Teacher who has given notice to end leave may change the notice,
 - (i) to an earlier date if the Teacher gives the Board at least four (4) weeks written notice before the earlier date; or
 - (ii) to a later date if the Teacher gives the Board at least four (4) weeks written notice before the date the leave was to end.
- .6 During a Teacher's pregnancy leave or parental leave, the Board shall continue to make the Board's contributions for any plan described above unless the Teacher gives the Board a written notice that the Teacher does not intend to pay the Teacher's contributions, if any.
- .7 Seniority and experience continue to accrue during pregnancy leave or parental leave.
- .8 Upon completion of the leave, the Board shall reinstate the Teacher who has taken pregnancy leave or parental leave to the position the Teacher most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- .9 If the Board's operations were suspended or discontinued while the Teacher was on leave and have not resumed when the leave ends, the Board shall reinstate the Teacher, when the operations resume, in accordance with the Board's seniority system or practice, if any.

- .10 The work week for Teachers for the sole purpose of Employment Insurance shall be deemed to be forty (40) hours per five (5) day week. Part-time Teachers shall be prorated.
- .11 The Board shall pay 100% of the Teacher's regular salary during the two week Employment Insurance (EI) unpaid waiting period for pregnancy leave provided the Teacher has provided verification of eligibility for EI benefits and does not access up to six (6) weeks of sick leave credits following the birth of a child. The payment shall be processed as soon as possible following verification of none access to sick leave credits by the teacher.

11:06 Additional Parental Leave

In addition to the parental leave provided in 11:05.4, Teachers shall be eligible for additional parental leave without pay under the following conditions:

- a) First Extension
Upon request of the Teacher made thirty (30) days prior to the expiry of the leave, the Board shall extend leaves to end during the same school year at the completion of Semester I or the completion of Semester II as chosen by the Teacher.
- b) Second Extension
Upon request of the Teacher, made at any time after the commencement of the first extension and thirty (30) days prior to its expiry, the Board shall grant a further extension of such leave for one additional school year.
- c) A Teacher may purchase benefits in accordance with Article 10 of the Collective Agreement. The Teacher shall reimburse the Board for 100% of the premiums on a monthly basis in advance.

11:07 Parenting Leave

A Teacher shall be granted two (2) Board working days of leave for the birth of a child or the adoption of a child for whom the teacher has parenting responsibility. The leave shall be without loss of pay or sick leave credit. This leave may be taken:

- (i) The day of the birth or adoption, providing the day in question is a Board working day.
- (ii) The day of discharge of the child from the hospital or the day on which the child comes into the custody, care and control for the first time.

11:08 Teacher Financed Leave Plan

- .1 Any Teacher with the Board is eligible to participate in the Plan.
- .2 The Teacher shall make arrangements with the Superintendent of Education or his/her designate for determining the year in which the leave shall be taken and the percentage of regular teaching salary to be held back for each year of teaching prior to taking the leave.
- .3 The salary that is held back by the Board shall be held in the Teacher's name. Interest shall accrue at the Board's borrowing rate of interest. The accrued interest shall be paid annually, as required by Canada Revenue Agency (CRA). Upon written request by the Teacher, the Board shall disclose within a reasonable period of time a financial statement outlining the status of the account. This disclosure may be either in hard copy or email form.
- .4 Applications for participation in the Plan must be filed no later than January 31 of the school year prior to the school year in which the Plan will commence.
- .5 Written acceptance or denial of such application will be forwarded to the Teacher by May 1 of the school year prior to which the Plan will commence.

- .6 The schedule of payments to the Teacher during the absence shall be in accordance with the Collective Agreement salary schedule payment in the year in which the leave is taken or as a lump sum at the beginning of the leave.
- .7 The Board shall continue to administer the employee benefits plans during the absence with the teacher responsible for his/her portion of the premium costs.
- .8 Seniority shall continue to accrue during the leave under the Plan.
- .9 Teachers declared redundant in any year of the Plan will be required to withdraw. Any funds along with accrued interest shall be paid to the Teacher, in a manner agreed to by the Board and the Teacher.
- .10 If the Teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the Teacher the full amount of salary withheld up to that point along with any accrued interest, in a manner agreed to by the Teacher and the Board. If the Teacher dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest on a date specified, in a manner as agreed to by the Board and the executors or administrators of the estate.
- .11 The Board shall place the Teacher, upon return to duty, to the same school in a position equivalent to that held at the commencement of the leave of absence, in accordance with the Collective Agreement.
- .12 Sick leave credits will not accumulate during the year spent on leave. Upon return, the Teacher shall be credited with the same number of sick leave days accumulated before going on the leave.
- .13 If a Teacher decides not to return to the Board following a Teacher-Financed Leave, the Board shall be notified as soon as possible of this decision and not later than April 1 of that year.
- .14 A Teacher may withdraw from the Plan at any time prior to six (6) months before the commencement of the leave. Any monies accrued plus interest shall be paid to the Teacher within sixty (60) days.

11:09 Personal Days

- .1 A Teacher shall be granted two (2) days for personal reasons for which the cost of a Supply Teacher shall be deducted from his/her salary. This day shall not be deducted from sick leave credit.
- .2 The day will not be at the beginning or end of a holiday or holiday weekend.
- .3 Permission must be requested ten (10) days in advance, except in certain emergency situations. Where appropriate notice is not possible, the personal day may be granted at the discretion of the appropriate Superintendent upon request for the stated emergency.

11:10 Court Leave

A Teacher shall be granted a leave of absence without loss of salary or sick leave if summoned to serve as a juror, or by subpoena as a witness in any proceeding to which he/she is not a party. The Teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses that he/she receives as a juror or as a witness.

11:11 Quarantine Leave

A Teacher shall be granted a leave of absence without loss of pay or without deduction from sick leave credit due to quarantine because of illness of someone in a Teacher's residence other than the Teacher.

11:12 Professional Leave

- .1 A Teacher shall be entitled to a Professional leave of up to one (1) Board working day without loss of salary or sick leave credits to permit him/her to write an examination(s) leading to the advancement of the person's qualifications or to attend a graduation ceremony.
- .2 An absence under this clause shall be for the period of the examination only, plus any required travel time to the place of the examination/graduation, and up to but not exceeding two (2) Board working days in any one (1) school year.
- .3 A Teacher may be entitled to a leave of absence without deduction of salary or sick leave credits for conferences, seminars and workshops approved by the Director of Education or his/her designate.
- .4 A Teacher may be absent for other professional purposes, subject to the approval of the Director of Education without deduction of salary or sick leave credits.

11:13 Secondment Leave

- .1 Prior to the secondment from the Board, the Board and the Teacher shall determine the terms of Secondment.
- .2 Each year of the secondment shall be counted as a full teaching year for experience and seniority except when such Teacher assumes the position of Principal or Vice-Principal.

11:14 Leave of Absence

- .1 A Leave of Absence without pay of up to two (2) years may be granted at the discretion of the Director upon submission of a written request stating the reasons for such leave.
- .2 There shall be no loss of accumulated sick leave for such an absence.
- .3 A Teacher granted a Leave of Absence shall be given a position comparable with the previous position upon return to duty in accordance with the Collective Agreement.
- .4 The Teacher shall continue to accrue seniority while on the Leave of Absence.
- .5 Teachers returning from leave to their duties for the upcoming school year and are in compliance with the collective agreement shall have access to the posting process within the current school year.

11:15 Inclement Weather

A Teacher shall be granted a leave of absence without loss of pay and without deduction from sick leave where emergency weather conditions prevent a Teacher travelling to any Niagara Catholic District School Board school after a reasonable attempt is made. A Teacher must notify the Board on the day s/he is absent due to the emergency and provide the Board with reasonable proof in writing on his/her return to active duty.

11:16 Compassionate Leave

A Teacher may be granted a leave of absence for compassionate reasons, upon request, from the Director of Education. Such leave shall be without loss of pay and without deduction of sick leave credits.

11:17 Family Leave

A teacher shall be granted a maximum of two (2) days in a school year, to be deducted from sick leave credit, to attend to the illness, surgery, or injury of a spouse, dependent child or a parent.

12:00 WORKING CONDITIONS

12:01 To maintain quality education, the Board will endeavour to provide single grade classrooms and reasonable class sizes specifically at the Applied, Locally Developed and Workplace levels.

12:02 Teacher Workload

- .1 Full time Secondary School Teachers shall be on duty and assigned in a fair and equitable manner under the direction of the Principal and/or designate.
- .2 The instructional teaching schedule for teachers shall be in accordance with the Education Act and Regulations and other Acts and Regulations as revised.
- .3 The implementation of scheduled time is in accordance with the following guidelines:
 - a) All full-time classroom teachers will be assigned timetabled duties consisting of credit courses, credit equivalent courses, equivalent programs.
 - b) No classroom teacher shall be assigned more than six (6) credit/assignment courses per year.
 - c) No classroom teacher shall be assigned more than three (3) credit/assignment courses per semester.
 - d) A part-time teacher assignment shall be calculated as a percentage of full-time teaching assignment and shall be prorated accordingly.
 - e) All unassigned time shall be available for teacher as preparation and planning time.
 - f) Teachers will be available for a maximum of

September 1, 2008	16 on-calls + 200 minutes (1400 minutes)
September 1, 2009	1355 minutes
September 1, 2010	1310 minutes
September 1, 2011	1265 minutes
August 31, 2012	1220 minutes
 - g) A maximum of 150 minutes of supervision and/or the equivalent of 4 half periods (based on a normally scheduled school day) of on-calls may be assigned per week.

The principal may assign full period on-calls if requested by the teacher.

On altered schedule days, full period coverage may be assigned into the shortened periods, as long as these periods do not exceed fifty minutes.

For clarity, any supervision time assigned under .3i) below is not included in these maximum weekly calculations.

- h) Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instructional time.
 - i) Any assigned secondary supervision duty during the times as outlined in h) above, such as but not limited to bus duty, hall duty and/or yard duty shall constitute supervision/on-call time.
- .4 a) Guidance Counsellors, SUCCESS, ESL, Co-Operative Education Teachers and Special Education Resource Teachers may be assigned to their areas for the full school day with an unstructured timetable equivalent to four (4) teaching periods per day per semester and shall be assigned duties outside the instructional day. Such duties shall be limited to the provisions in 12:02.3 f) and 12:02.3 i).
Note: Co-operative Education Teachers are eligible to be assigned such duties on in-school instructional days only.
- b) Alternative Education/ Off-site Assignment, Consultants and SLC teachers may be assigned to their areas for the full school day with an unstructured timetable equivalent to four (4) teaching periods per day per semester and shall receive no other assigned duties.
- .5 a) A hybrid teacher is defined as a teacher who teaches credit / assigned courses and program / special duty assignments within the same semester.
- b) For purposes of clarity: When assigned to deliver program, the teacher is covered by 12:02.4; when assigned to deliver classroom credit the teacher is covered by 12:02.3. When a teacher is assigned a combination of program in one semester and credit delivery in the other semester the provisions of 12:02.3 are prorated.
- .6 The articles dealing with Teaching Assignments and Class Size are subject to compliance with Ministry Regulations. Should these articles not be in compliance both parties agree to review with the objective to meet the compliance issue.
- .7 Prior to the implementation of any change in organization of any secondary school the Board shall consult with the Association for the purpose of meeting the requirements of Article 12:02. For clarity, organization means the number of periods in the school day and semestered versus non-semestered program delivery.

12:03 Committees

- .1 Each school shall establish a School Staffing Committee composed of up to three (3) Teachers selected by the school staff and shall include the Principal and Vice-Principal(s) to:
 - a) Review the assignment of instructional time and supervision duties within the school prior to the commencement of each semester, and
 - b) Monitor the above assignment during the Semester.
 - c) Teacher members of the School Staffing Committee shall report to the Bargaining Unit Executive; School Administrators shall report to the Area Superintendent.

.2 Joint Staffing Committee

- a) The committee will consist of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association not to exceed six (6) in total.
- b) The parties agree that where possible decisions at this Joint Committee will be reached through consensus.
- c) The first meeting shall occur before the end of January 2009.
- d) The Committee shall reconvene no later than October 10, of each year and thereafter shall, on a continuing basis, meet up to four (4) times per school year inclusive of the October 10 meeting.
- e) The Committee shall:
 - (i) Identify, on a Board wide base, best practices with respect to the scheduling and assignment of secondary supervision/on-calls.
 - (ii) Advise, on an individual school to school base, with respect to the selection and application of the appropriate practice(s) from (a) above.
 - (iii) Review and discuss both existing and future staffing models and staff allocation.
 - (iv) Monitor compliance with respect to Ministry and Collective agreement staffing requirements;
 - (v) Make recommendations on and monitor the implementation of new programs and initiatives;
 - (vi) Consult and advise on the implementation and role of community partnerships that have an impact on students and schools;
 - (vii) Consider and make recommendations on staffing issues arising from the Provincial Discussion Table Agreement;
 - (viii) Monitor the use of funding enhancements generated by the Provincial Discussion Table Agreement aimed to providing increased school safety through added supervision personnel;
 - (ix) Address other staffing and workload issues as agreed to by the Board and O.E.C.T.A.
- f) The Board shall provided all necessary reports and data related to staffing and workload in a timely manner.

12:04 Program Chairs

- .1 a) The Board shall appoint a minimum of fifty (50) Program Chairs.
- b) Additional program chairs may be assigned at the sole discretion of the Board. Program Chairs shall be appointed for up to a three (3) year term appointment, renewable once at the sole discretion of the Board.
- c) All Program Chair positions shall be posted listing the specifics of the position.
- d) To be considered for the first round of interviews the applicant the applicant must meet or be able to meet by the date of the appointment to the position of the Program Chair the following criteria:
 - A minimum of five years of successful teaching experience at the secondary level
 - Religion Part 1
 - Demonstrated leadership
 - Specialist qualifications in the appropriate subject area.

- e) Applications will be returned to the Board
 - f) Each teacher who meets the criteria list above may be entitled to an interview.
 - g) The interview committee shall forward its recommendations to the Board's HR department.
 - h) Qualified applicants who do not receive an interview as well as unsuccessful qualified applicants, may upon written request, have a de-briefing meeting with the Chair of the Interview Team or the Superintendent of HR or Family of Schools Superintendent.
- .2 In the case where the committee makes no recommendation, or no applicant meeting the criteria has applied, the Board will have exclusive discretion to appoint an Acting Chair for a non-renewable period not to exceed one school year.
 - .3 Effective September 1, 2003 the allowance for a Program Chair shall be 5% of salary on grid annually.
 - .4 Selection of Teachers into Program Chair positions shall be at the sole and exclusive discretion of the Board.
 - .5
 - a) As of September 1, 2009, Program Chairs will be assigned at minimum 3 out of 6 sections over the course of a school year in his/her area of responsibility with a minimum of one section assigned in each semester.
 - b) The Board retains the option to assign ten percent (10%) of its chairs to a timetable that allows the 3 sections in his/her area of responsibility to be scheduled within a single semester. (refer to appendix B)

12:05 Lunch Break

- .1 Each teacher shall be entitled to an uninterrupted and continuous period of not less than forty (40) minutes for lunch. This period shall be free from supervisory duties, teaching duties, travel time, or other duties during the scheduled working day.
- .2 The scheduled 40 minute uninterrupted teacher lunch period may be altered to provide flexibility for teacher supervision or on-calls depending on the needs of the school.
- .3 No teacher shall have his/her lunch scheduled within the first period or the last period of any school day. Exceptions to the exemption of first or last periods from lunch assignment shall be referred to the parties to the Collective Agreement.

12:06 School Year

- .1 No Teacher shall be required to report to work prior to the commencement of the school year as defined in Regulation 304, Section 2, 3, 4, and in accordance with Section 171 ss 2, 3, 4, and 5 of the Education Act, unless directed through Board policy. Prior to the decision of the Board to effect such policy, the Board shall consult with the Association.
- .2 At the request of the Association, the Board shall furnish the Association with a copy of any reports required to be made to the Minister of Education with respect to class size averages.

- .3 Tentative timetables for the next school year shall be distributed to Teachers no later than the last instructional day of Semester II. The Association shall be notified by June 15th should compliance by the above date not be possible.

13:00 ACCESS TO INFORMATION & REPRESENTATION

13:01 Personnel Files

- .1 A Teacher shall have access during normal business hours to his/her personnel file, upon reasonable notice to the Human Resources Department. A Teacher shall also have access to his/her personal in-school data file. The Teacher may copy any material contained in these files.
- .2 If a Teacher disputes the accuracy of his/her file, s/he **may** request in writing the removal of a specified item or its correction and have such a letter included as part of the Personnel file. If removal is agreed to by both parties, then the document shall be destroyed with both parties present.
- .3 A Teacher shall receive a copy of any evaluation or assessment report concerning him/her, and it shall indicate if the evaluation or assessment is to be included in the Teacher's personnel file. The Teacher shall acknowledge that s/he had the opportunity to review such material by affixing his/her signature. The Teacher may also write comments concerning the assessment or evaluation that will be included in his/her file.

13:02 Information to the Association

- .1 Upon written request submitted at least five (5) calendar days in advance, the Association shall have access to or be furnished with a copy of any data relevant to and limited to negotiations and administration of this Collective Agreement.
 - *teacher's name
 - *date of hire
 - *salary
 - *years of experience
 - *category placement
 - *school/assignment
 - *percentage of time employed
 - *benefits enrolment and participation (family/single)
- .2 The Board shall notify the President of the LTBU by March 30 of any teacher who is, or will be on:
 - *LTD
 - *an "X" over "Y" (Teacher Financed Leave Plan)
 - *a maternity/parental leave
 - *a leave of absence over thirty (30) days
 - *reassignment to Board office or other agencies
 - *resigning
 - *retiring

13:03 School Representation

- .1 The Board acknowledges the appointment of one (1) Association representative (union steward) as union representative at each school and/or Board site.

- .2 Where a Teacher is required to attend a meeting which is disciplinary or may be deemed disciplinary in nature, the Teacher shall be entitled to request the attendance of a union representative. The timing of the meeting shall allow for such representation, both parties acting reasonably.

13:04 Association Representation

- .1 If a Teacher is requested to meet with a representative(s) of the administrative staff and/or Board of Trustees, s/he shall be allowed to have O.E.C.T.A. representation and/or legal counsel in attendance.
- .2 Where the Board establishes a committee requiring Association representation, the Association member shall be appointed by the Unit Executive.

13:05 When a committee requiring Association representation is established, the Association member(s) shall be appointed by the Unit Executive.

14:00 PROFESSIONAL DEVELOPMENT

The Board and the LTBU shall co-ordinate professional development activities where feasible

15:00 STAFFING

15:01 Seniority

- .1 Seniority shall mean the length of continuous service in either the elementary or secondary Local Teacher Bargaining Unit (LTBU) with the Board or the predecessor Boards from the most recent date of hire.
- .2 For the purpose of this Article, "continuous service" shall include being on the Recall List, exchange teaching, secondment/loan to another employer, Association leaves and any and all leaves taken with the approval of the Board.
- .3 No Teacher in the LTBU employed by the Board shall gain or lose any seniority accumulated to January 1, 1998 with the predecessor boards by the definition in 15:01.1.
- .4 Seniority List: is a list that states the name, date of commencement of employment from the most recent date of hire, and seniority of each Teacher in the LTBU employed by the Board as at a specified date.
- .5 The seniority list is to be established by the LTBU and the Board no later than two (2) weeks after the specified dates, which shall be October 31 and February 28 annually. The list shall be posted in each school thereafter.
- .6 A Teacher who considers that his/her position on the list is incorrect must report the potential error in writing to the LTBU and the Board by November 30 and March 31 annually. The LTBU and the Board shall review the received concerns and respond and issue a revised list, if required, prior to January 15 or May 1 respectively.
- .7 Part-time Teachers in the LTBU shall be pro-rated solely for Article 15:01.8 below.

- .8 When the seniority of one or more Teachers in the LTBU is equal, the determination of their respective positions on the Seniority List shall be based upon the following criteria, and in order:
 - (i) total years of service with this Board and its predecessor Boards
 - (ii) total years of teaching experience in Ontario
 - (iii) total years of teaching experience
 - (iv) by lot, drawn in the presence of a representative(s) from the LTBU
- .9 A Teacher's seniority will be terminated when:
 - a) the Teacher resigns or retires from his/her employment with the Board,
 - b) the Teacher is discharged and such discharge is not reversed,
 - c) the Teacher is appointed to a Principalship or Vice-Principalship with the Board.
- .10 Principals and Vice-Principals who are declared redundant by the Board after April 1, 1998 shall have their seniority recognized only in accordance with Regulation 90/98 of the Education Act.

15:02 Redundancy

.1 Definitions

- a) Redundancy is a situation which exists when the total number of Teachers required is less than the total Number employed.
- b) A Redundant Teacher is a Teacher for whom no teaching position is available and whose employment with the Board has been terminated.
- c) Right of Recall is the right of Teachers, in accordance with the Collective Agreement, to be rehired by the Board to teaching positions within twenty-six (26) months of the date of termination for reason of redundancy.
- d) List of Recall is a list of Teachers who have been declared redundant in direct order of seniority with the Board.

.2 Declaration of Redundancy

- a) Where staffing reductions may be necessary due to redundancy, the Director of Education or designate shall meet with the Association or its representative(s) to inform them of the situation.
- b) When reduction of teaching staff is effected, reduction will be applied in the following order:
 - (i) normal attrition
 - (ii) seniority
 - (iii) system curriculum needs
- c) Where a Teacher may be declared redundant due to lack of special qualifications needed to meet system curriculum needs, the Board shall retain such Teacher where the Teacher makes a commitment to become qualified prior to the commencement of the assignment. In the event that the Teacher fails to become qualified, such Teacher shall be declared redundant and placed on the recall list notwithstanding any other notice provisions.
- d) (i) A Teacher shall receive written notification of termination of employment due to redundancy by May 15. A copy of such notice shall be provided to the Association. The notification shall indicate that the sole reason for termination is due to redundancy. Termination shall be effective August 31.

- (ii) A teacher may purchase benefits in accordance with Article 10 of the Collective Agreement. The Teacher shall reimburse the Board for 100% of the premiums on a monthly basis in advance by means of automatic bank withdrawals.
- e) A Teacher declared redundant in the secondary panel shall be offered a position in an elementary panel vacancy, which the Board intends to fill, if the Teacher holds the necessary qualifications including any required special qualifications. A teacher in this situation shall maintain his/her right of recall to the secondary panel.
- f) The Board shall provide a list of redundant Teachers, stating school location and seniority, to the LTBU.

.3 Staff Recall

- a) In the event that a vacancy still exists after all surplus Teachers have been placed and transfer decisions have been made, the Board shall first offer positions to the qualified Teacher with the highest seniority on the List of Recall. The Teacher shall have a maximum of forty-eight (48) hours to accept or reject the position offered.
- b) Teachers reinstated shall be granted full recognition for accumulated seniority as if their employment with the Board had not been terminated. Employees who accept an offer of recall shall be eligible for all postings and transfers from the date the recall was accepted. Full benefits shall be provided upon the date of re-hire, without any waiting period.
- c) Teachers who refuse an offer of employment under clause 15:02.3 shall lose all seniority and shall have their names removed from the List of Recall.
- d) A Teacher declared redundant in the elementary panel may be offered a position in the secondary panel after all secondary Teachers have been transferred or recalled provided the redundant elementary Teacher holds the necessary qualifications.

16:00 SURPLUS/TRANSFERS/POSTINGS/CROSS PANEL ASSIGNMENTS

16:01 Surplus Teachers

- .1 Surplus Teachers are Teachers not required at a school, as determined by the Board.
- .2 Surplus List is a list of Surplus Teachers.
- .3 Vacancy is an available teaching position to which no Teacher has been assigned.
- .4 Vacancy List is a list of available teaching positions.
The Vacancy List shall state the following:
 - School in which the vacancy exists
 - Grade(s) and/or subject area
 - Minimum qualifications required
 - Percentage of teaching time requiredThe vacancy list shall be modified as required by resignations, retirements, leaves of absence, appointments to administrative positions including Principal and Vice-Principal, permanent cross-panel assignments, deaths and vacancies created by newly created positions from the previous school year.
The Board shall post on the Board's intranet any job vacancy applicable under the terms of this Collective Agreement.

- .5 When staff reductions are necessary in a particular school, the Principal shall advise the staff of the surplus situation by April 27th and shall advise any Teacher wishing a transfer to notify the Principal by May 8th.

Surplus Teachers shall be determined on the basis of the programme needs of the schools, as determined by the Principal and the Superintendent of Schools. If required, seniority shall be a determining factor. A Teacher may indicate to the Principal that s/he wishes to be designated surplus where a designation may be required.

The Principal shall advise the Surplus Teacher verbally and in writing, prior to May 10th, of the reason(s) for the Teacher being declared surplus. The letter shall include an explanation of the criteria as stated above, which is applicable to the Teacher being declared surplus.

A list of Surplus Teachers shall be made available on May 12th to the Local Teacher Bargaining Unit .

- .6 The Board shall prepare a Vacancy List of all known unfilled teaching positions by May 12th. Such list shall be made available to the Local Teacher Bargaining Unit and to Surplus Teachers. Surplus Teachers, in order of seniority, shall select vacant positions from the Vacancy List prior to a general posting process. Upon making a declaration for a position, the teacher is no longer considered surplus.
- .7 Surplus Teachers shall continue to be offered first access to the modified vacancy list created by resignations, retirements and leaves of absence, appointments to administrative positions including Principal and Vice-Principal, permanent cross-panel assignments and deaths that occur after May 12.
- .8 When there is a Surplus Teacher (as defined in Section 16:01.5) on a school staff during the current school year, the senior administration will declare a Teacher on that staff as "surplus" and effect the transfer necessary to meet overall system requirements. Teachers declared "surplus" during the current school year may request a transfer as in 16:01.7 and shall be afforded their choice of school placement if a position is available in the following school year, subject to clause 16:03.
- .9 The Vacancy List as defined in 16.01.4 is produced in good faith and should the teaching assignment selected be different from the original posting, the teacher shall have the right to meet with the Superintendent within three (3) working days of the notification to discuss the reasons for the change. Upon request of the teacher, the Unit President or designate shall attend such a meeting.

16:02 Teacher Postings

- .1 Vacancies which occur after June 10th of the preceding school year will be filled by surplus, seconded, redundant, new Teachers, Teachers who have expressed an interest in the position, or Teachers designated under Article 16.03 or Article 16.04
- .2 The Board shall post all new and/or vacant positions for the following school year after June 10, following the assignment of all Surplus Teachers. The final posting, if required, shall occur on June 20.
- .3 Where a vacancy occurs in the staff of a school, the Principal, in consultation with the appropriate Superintendent, may reassign existing staff of the school. The resulting vacancy is the one that will be posted system wide.

- .4 Written applications (including by FAX or e-mail) shall be received by the Employee Relations Department within three (3) working days of the posting.
- .5 Selection of the successful applicants for these vacant positions shall be completed within five (5) days of the posting closing. The Board undertakes to be reasonable in the selection of Teachers for positions under this process.
- .6 The Board shall endeavour to inform all Teachers of their assignment for the following school year prior to the last teaching day of the current school year.
- .7 Teachers who have been declared surplus shall be given the same considerations as all other Teachers in the selection for placement.

16:03 Board Initiated Transfers

- .1 Notwithstanding any other provision in the Collective Agreement, the Board reserves the right to transfer Teachers into positions at any location within the bargaining unit, so as to meet the needs of the Board.
- .2 Reasons for the transfer shall be provided in writing to the Teacher.

16:04 Teacher Requested Transfer

- .1 A Teacher may request a transfer at any time in the school year by applying in writing to the appropriate Superintendent.
- .2 Such a transfer may be effected at any time in the school year, with the mutual consent of the Teacher and the Board.
- .3 The Teacher involved in the transfer request must hold the Ministry of Education minimum qualifications required for the new position at the time of request for transfer.
- .4 The Board may select appropriate qualified Teachers from those expressing an interest in a position(s). A Teacher may decline a transfer if offered a position under this process.
- .5 The Board will provide the Local Teacher Bargaining Unit with a listing of all teacher transfers at the culmination of the staffing process.

16:05 Cross-Panel Assignments

- .1
 - a) No teacher shall be assigned to the Elementary panel from the Secondary panel or to the Secondary panel from the Elementary panel without his/her consent.
 - b) The Board Initiated Transfer (BIT) provisions in the respective Collective Agreements are to be used exclusively for intra-panel transfers,
 - c) The Transfer process provisions in the respective Collective Agreements are to be used exclusively for intra-panel transfers.
- .2 Both the Board and Association recognize that there are two (2) types of cross-panel assignments.
 - a) Permanent assignments will be recognized as members of the receiving panel.

- b) Temporary assignments will be recognized as time-specific to the receiving panel for a period not to exceed a maximum of two (2) consecutive school years.
- .3 Teachers wishing to be considered for cross-panel assignments may apply to the Superintendent of Human Resources.
- .4 No cross-panel assignments will be made until the intra-panel transfer processes have been completed in each panel.
- .5 A listing of teachers accepted for cross-panel assignments will be supplied to the two (2) Associations by September 10 and as the need arises or upon request by either President.
- .6 The designation of the type of cross panel assignment is at the sole discretion of Senior Administration of the Board.
- .7 A Teacher assigned to the other panel shall be considered a member of the receiving panel for the period of time for which they are assigned to the panel.
- .8 Teachers who are assigned to the other panel shall maintain their seniority and shall appear on the seniority list of the receiving panel.
- .9 Assignments to the other panel cannot create a redundancy in the receiving panel. If a redundancy is created during a time-specific assignment, then the Teacher shall be returned to the original panel before any redundancy declarations.

16:06 Newly Created Positions

- .1 Newly created positions will be posted in all secondary schools, subject to clauses 16:02 and 16:03.
- .2 The Association shall be informed before the posting of all new job classes.
- .3 All newly created job classes and allowances will be included in the Board's proposed changes to the Collective Agreement. If negotiations are in progress, the clause(s) will be included in the current proposal from the Board. If the Collective Agreement has been settled, the Board shall provide the LTBU with a job description for the new job class.
- .4 In all cases of new job classes not specified in this Agreement, the Board shall negotiate allowances with the Association. If agreement cannot be reached within thirty (30) days of the effective date of appointment, either party may refer the matter to a single arbiter, selected jointly by the parties. Notwithstanding the aforementioned statement, the Board may elect to pay the successful candidate subject to the decision of the arbiter.

16:07 Acting Administrator

- .1 The parties recognize that from time to time school administrators (Principals and Vice-Principals) may be absent temporarily from their duties. To accommodate such absences a Teacher may be appointed an Acting Administrator for a period not to exceed twenty (20) weeks. Such leave is to be utilized for short term absences for illness, accidents, Board approved leaves and/or pregnancy/parental leave and other absences as approved by Senior Administration and communicated to the Association in advance.
- .2 An Acting Administrator shall not be a Principal or a Vice-Principal within the terms of Part X.1 of the Education Act and shall remain a member of the bargaining unit and shall not be a supervisor for the purposes of the Occupational Health and Safety Act.

- .3 No Teacher shall be assigned the duties of an Acting Administrator without his/her consent.
- .4 An Acting Administrator shall remain a member of the bargaining unit for the duration of the appointment and shall retain all rights and privileges accorded under the terms of the Collective Agreement.
- .5 Except for as provided in the Teaching Profession Act and Regulations there under, a Teacher assigned as an Acting Administrator shall not be required to participate in the formal evaluation of another member of the bargaining unit.
- .6 The Board agrees to replace a Teacher who accepts a position as an Acting Administrator with an Occasional Teacher when required.
- .7 An Acting Administrator shall be compensated at the daily rate of a Vice-Principal as per the Vice-Principal salary grid starting from the first day of the assignment
- .8 The appointment of an Acting Administrator will not create modifications to any other teacher's schedule.

16.08 Teacher Designates

- .1 A Teacher may accept an appointment as a Teacher Designate to handle immediate emergencies when the Principal or Vice-Principal is absent from the worksite.
- .2 The Teacher Designate shall not participate in any Performance Appraisal of another member of the Bargaining Unit.
- .3 All provisions of the Collective Agreement shall continue to apply to the Teacher Designate during such an assignment.
- .4 Such assignments shall not exceed two (2) consecutive school days. A limit of no more than twenty (20) school days in total per school per year may be used for the purpose of assigning a teacher designate, except with the explicit approval of the Association.
- .5 The Teacher Designate shall be compensated at \$30.00 per day above their normal salary and prorated for partial days.
- .6 A Teacher Designate shall not be a Principal or a Vice-Principal within the terms of Part X.1 of the Education Act and shall remain a member of the bargaining unit and shall remain a member of the bargaining unit and shall not be a supervisor for the purposes of the Occupational Health and Safety Act.
- .7 A Teacher Designate shall remain a member of the bargaining unit for the duration of the appointment and shall retain all rights and privileges accorded under the terms of the Collective Agreement.
- .8 The Board shall provide to the Association a list (from each school) of up to six Teacher Designates at the beginning of each school year.
- .9 The Board shall endeavour to inform the Association in advance when a Teacher Designate will be assigned and the duration of the assignment. Should an advance notice not be possible, the Board shall inform the Association as soon as possible, thereafter.

17:00 RETIREMENT OR RESIGNATION

17:01 A Teacher shall provide thirty (30) school days of notice prior to retiring or resigning from the Board. Retirement with less notice shall only be on mutual consent of the parties.

17:02 A Teacher shall normally retire on the completion of a semester.

18:00 CONTINUING EDUCATION

18:01 Definition of Continuing Education Teachers

Continuing Education Teachers shall be teachers of credit courses where students are carried on a continuing education register. Continuing Education teachers shall be employed on term specific contract(s) for a particular course(s).

18:02 Night and Summer School Pay Rate

All Night and Summer School Continuing Education Teachers shall be paid at an hourly rate according to the following:

effective September 1, 2008 - \$38.05

effective September 1, 2009 - \$39.19

effective September 1, 2010 - \$40.37

effective September 1, 2011 - \$41.58

The above shall be inclusive of vacation pay and other statutory payments.

18:03 Scope of Continuing Education Clauses

Notwithstanding any other provision of this agreement including without limiting the generality thereof the recognition clause, the only provisions of this Collective Agreement pertaining to the Continuing Education Teachers is the Grievance procedure as it pertains to an alleged violation, misinterpretation or misapplication of clause 18.00.

18:04 Redundancy

When LTBU teachers have been declared redundant, the Board will give preference to the redundant teachers for continuing education assignments, if they are qualified, prior to hiring other qualified teachers for such positions.

18:05 Lunch Period

There shall be a thirty (30) minute unpaid lunch break scheduled at day school continuing education credit sites.

18:06 Day School Continuing Education Pay Rate

Effective September 1, 2004, Day School Continuing Education Teachers shall be paid, inclusive of vacation pay and any other statutory payments, at a rate as set out in the following chart:

Yrs of Experience	Effective Date			
	September 1, 2008	September 1, 2009	September 1, 2010	September 1, 2011
0	\$34.30	\$35.33	\$36.39	\$37.48
1	\$36.16	\$37.25	\$38.37	\$39.52
2	\$38.11	\$39.25	\$40.43	\$41.64
3	\$40.17	\$41.38	\$42.62	\$43.90
4	\$42.32	\$43.59	\$44.90	\$46.25

18:07 Experience Equivalence

Eight (8) credit courses in the Continuing Education regular day school program shall qualify as one (1) year of experience. A teacher in the Continuing Education regular day school program shall not accumulate more than one (1) year of experience in one (1) school year.

18:08 Probationary Period and Seniority

- .1 Effective September 1, 2000, all newly hired Continuing Education teachers who teach during the regular day school shall serve a probationary period of ten (10) teaching modules.
- .2 Where a Continuing Education teacher in the regular day school program has completed a term of employment, such teacher shall be rehired to the first available position for which the teacher is qualified and has taught successfully at the particular site, in order of seniority, subject to 18:04. Such Seniority List shall be determined on the basis of the first date of hire by the Board as a Continuing Education teacher in the regular day school program on or after September 1, 2000.
- .3 The right to recall shall be for two (2) hiring cycles of the site at which the courses are offered.
- .4 A Teacher who is offered and refuses an assignment shall lose the right of recall.

18:09 Parental, Pregnancy and Adoption Leave

Continuing Education Teachers shall be entitled to Parental, Pregnancy, and Adoption Leave in accordance with the provisions of the Employment Standards Act.

18:10 Bereavement Leave

Continuing Education Teachers who teach during the regular school day shall be entitled to **three (3)** paid Board working days of bereavement leave for members of their immediate family. The "Immediate Family" shall include the relative or relative through legal adoption of either the employee or the employee's spouse: Husband, Wife, Son, Daughter, Father, Mother, Guardian, Brother, Sister, Grandfather, Grandmother, Grandchild, Great-Grandparent, Step-child and Step-Parent.

18:11 Sick Leave

Continuing Education Teachers who teach during the regular school day shall be entitled to one (1) paid sick leave day per credit period scheduled, and may accumulate unused days from term to term to a maximum of eight (8) days. There shall be no entitlement of payment for unused days. There shall be no carry over to subsequent school year(s).

18:12 Leave of Absence

Continuing Education Teachers who teach during the regular school day shall be granted a Leave of Absence within each school year for personal reasons, without pay and without loss of seniority, for a period not to exceed one (1) term. The teacher will be responsible for providing payment to the Board for Benefits, if applicable, during the Leave of Absence.

18:13 Adult Day School Benefits

- .1 Commencing upon ratification Continuing Education Teachers, who teach in the Adult Day School and who qualify as outlined in 18:13.15 below, shall receive the following benefits:
- .2 The Board agrees to pay 100% of the cost of the premium of all eligible teachers who are eligible for the Extended Medical, Dental, Group Life and Vision Care.
- .3 There shall be mandatory co-ordination of benefits, following the standards of the Canadian Life and Health Insurance Association. There shall be no loss of benefit for a Teacher as a result of the co-ordination of benefits. Claims made under a spouse's plan may be followed by claims for the balance of any expenses not reimbursed by the spouse's plan.
- .4 The provider or agency supplying the coverage shall be at all times determined by the Board.
- .5 The Board shall distribute details of the group benefit plan to employees at hire and to all members following any changes to the plan.
- .6 In the event of a decision to change carriers, the Board agrees to implement the same coverage that the Association agrees is an appropriate substitution. No amendment to any plan shall be made without the consent of the Association.
- .7 The Board agrees to make an extended medical plan available. The plan shall provide single and family options, with unlimited lifetime benefits.
- .8 Coverage for drugs shall be provided using a card system and shall include a \$2.00 co-payment per prescription. Generic drug substitution shall be required, unless specifically excluded by the physician on a prescription. There shall be reimbursement of Over the Counter (OTC) drugs with the submission of a prescription and receipt, subject to the \$2.00 co-payment per prescription.
- .9 The Board agrees to pay premiums for a Dental Plan, equivalent to the agreed upon plan in existence as of September 1, 2000 with a nine (9) month recall, with the covering agency selected by the Board.
- .10 The Plan which was in existence as of September 1, 2000, shall include: denture services with 50-50 co-insurance and no maximum; orthodontic services with a 50-50 co-insurance and a \$2500 lifetime maximum per insured person. And major restorative-bridges and crowns with 50-50 co-insurance and a \$3000 lifetime maximum per insured person.
- .11 The coverage to be outlined in the current Dental Association schedule of Fees.
- .12 The Board agrees to make Group Life insurance coverage available with accidental death and dismemberment clauses. Such insurance coverage shall be three (3) times salary. No medical examination will be required.

- .13 Subject to the terms of the carrier; the Board shall endeavour to provide optional additional coverage for dependents and spouses. Such insurance shall be \$50 000 for a spouse and \$25 000 for each dependent. The cost of the coverage shall be paid entirely by those participating.
- .14 The Board shall provide a combined maximum of \$250 coverage each twenty-four (24) months for joint prescriptions for the cost and/or repair of frames, lenses, contacts or laser eye surgery for each employee and dependent. For dependents 18 years or younger, the plan shall provide a combined maximum of \$250 coverage each twelve (12) months for joint prescriptions for the cost and/or repair of frames, lenses or contacts.
- .15 a) Continuing Education Teachers in the Adult Day School who have taught the equivalent of four (4) terms (blocks) periods in the most recent past year shall qualify.

b) Eligibility to receive benefits will be determined by September 1 of each school year. There will be no pro-rata option for Adult Day School teachers who have taught less than four (4) terms (blocks) in the most recent school year.

18:14 Family Leave

A teacher shall be granted a maximum of two (2) days in a school year, to be deducted from sick leave credit, to attend to the illness, surgery, or injury of a spouse, dependent child or a parent.

18:15 Surviving Spouse Benefit

The surviving spouse and/or dependents shall be entitled to continued benefit coverage in the Board's benefit plan, as per the Collective Agreement, for a period of one year following the date of death of anyone covered by this Collective Agreement. The board will assume 100% of the cost of the premiums from September 1, 2008 – August 31, 2010. As of September 1, 2010, the cost of the premiums will be assumed by the Provincial Discussion Table benefit enhancements.

18:16 Teacher Designates

- .1 A Teacher may accept an appointment as a Teacher Designate to handle immediate emergencies when the Principal or Vice-Principal is absent from the worksite.
- .2 The Teacher Designate shall not participate in any Performance Appraisal of another member of the Bargaining Unit.
- .3 All provisions of the Collective Agreement shall continue to apply to the Teacher Designate during such an assignment.
- .4 Such assignments shall not exceed two (2) consecutive school days. A limit of no more than twenty (20) school days in total per school per year may be used for the purpose of assigning a teacher designate, except with the explicit approval of the Association.
- .5 The Teacher Designate shall be compensated at \$30.00 per day above their normal salary and prorated for partial days.
- .6 A Teacher Designate shall not be a Principal or a Vice-Principal within the terms of Part X.1 of the Education Act and shall remain a member of the bargaining unit and shall remain a member of the bargaining unit and shall not be a supervisor for the purposes of the Occupational Health and Safety Act.

- .7 A Teacher Designate shall remain a member of the bargaining unit for the duration of the appointment and shall retain all rights and privileges accorded under the terms of the Collective Agreement.
- .8 The Board shall provide to the Association a list (from each site) of up to two Teacher Designates at the beginning of each school year.
- .9 The Board shall endeavour to inform the Association in advance when a Teacher Designate will be assigned and the duration of the assignment. Should an advance notice not be possible, the Board shall inform the Association as soon as possible, thereafter.

Appendix A (cross-reference to Article 10:10.1)

LINCOLN - June 30, 1998

(September 1, 1995 to August 31, 1998)

Year	A0	A1	A2	A3	A4
0	27,168	29,213	30,818	33,639	36,052
1	28,633	30,788	32,456	35,393	37,932
2	30,177	32,449	34,181	37,239	39,910
3	31,805	34,199	35,998	39,181	41,992
4	33,520	36,043	37,911	41,224	44,181
5	35,328	37,987	39,926	43,374	46,486
6	37,233	40,036	42,048	45,636	48,910
7	39,241	42,195	44,283	48,016	51,460
8	41,357	44,470	46,637	50,520	54,144
9	43,588	46,869	49,115	53,155	56,968
10	45,934	49,391	51,719	55,927	59,939
11				58,832	63,033

WELLAND - June 30, 1998

(September 1, 1996 to August 31, 1998)

Experience	(A1)	(A2)	(A3)	(A4)
0	30,325	31,508	33,952	36,288
1	32,219	33,503	36,873	39,379
2	34,113	35,498	39,039	41,672
3	36,008	37,494	41,253	44,015
4	37,902	39,489	43,444	46,334
5	39,796	41,484	45,634	48,652
6	41,690	43,479	47,848	50,995
7	43,584	45,475	50,015	53,288
8	45,478	47,470	52,229	55,631
9	47,372	49,465	54,443	57,975
10	49,267	51,460	56,657	60,318
11	51,161	53,456	58,918	62,711
12	53,055	55,451	62,215	66,201

Appendix B Examples of 12:04.5

Semester One (a)	Semester Two (a)
3 Credits within department	3 Credits within department
2 Credits within	3 Credits within department
2 Credits within	2 Credits within
1 Credit within	2 Credits within
1 Credit within	2 Credit within
Semester One (b)	Semester Two (b)
3 Credits within department	4 Unstructured periods
3 Credits within the department	3 Credits outside the department

Appendix C: Provincial Discussion Table Agreement

**PROVINCIAL DISCUSSION TABLE (PDT) AGREEMENT
BETWEEN THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (OECTA)
REPRESENTING ENGLISH CATHOLIC TEACHERS AND ENGLISH CATHOLIC
OCCASIONAL TEACHERS
"THE UNION"
AND THE
ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA) REPRESENTING
ENGLISH CATHOLIC SCHOOL BOARDS
"THE BOARDS"
MAY 1, 2008**

Background

1. Preamble

The Parties have come to this Agreement in recognition of their commitment to:

- improve student achievement;
 - reduce gaps in student outcomes;
 - increase confidence in publicly funded education.
- Therefore the Parties will include in the preamble to their Collective Agreements a statement:
"The XX School Board and the YY OECTA Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education."

2. Implementation of the PDT Agreement

- The Parties understand that resources allocated by the government to support PDT Agreements incorporated into Collective Agreements are dependent on the following:
 - Collective Agreements that expire on August 31, 2008 will be replaced with Collective Agreements with an expiry date of August 31, 2012.
 - At the local level, a new Collective Agreement shall be ratified by both Parties no later than November 30, 2008.
 - Upon ratification of a local Collective Agreement, the Director of Education of an English Catholic District School Board, the Supervisory Officer of an English Catholic School Authority and the President of a local OECTA Bargaining Unit shall forward a letter stating: *"All of the conditions contained in the PDT Agreement between OCSTA and OECTA, dated have been successfully negotiated into the Collective Agreement between the XX School Board and the YY OECTA Bargaining Unit."* The letter will be addressed to the Director, Labour Relations and Governance Branch, Ministry of Education.
- The Deputy Minister of Education will issue a memorandum to Directors of Education of District School Boards and Supervisory Officers of School Authorities, with copies to OECTA, providing the following information :
 - A Board by Board summary of resources made available by the government to support the implementation of this PDT Agreement;
 - Conditions of eligibility for the funding enhancements;
 - Funding implications for Boards whose OECTA Collective Agreements are not ratified by November 30, 2008 in compliance with the terms of this PDT Agreement.

- In the course of incorporating PDT Agreements into Collective Agreements, should there be any dispute between the parties regarding the intent of any of the provisions of the PDT Agreement, the parties agree to utilize, where needed, Facilitators Thomas Teahen, Moe Jacobs and/or Dominic Giroux, to provide clarification. This shall not preclude unilateral requests by one of the local parties to seek mediation or facilitation from a third party.
- The Parties agree that the Government will facilitate the incorporation of the terms of the PDT Agreement into the individual School Authorities' Collective Agreements as follows:
 - The Parties will be invited to attend a meeting to occur in the first two weeks of November 2008, having also identified the local issues that need to be reviewed.
 - The Parties will be requested to limit their respective delegations to a maximum of two persons for whom the Ministry of Education will pay travel and living expenses.
 - Facilitators will be available to assist the parties to incorporate the PDT agreement into the new 2008-2012 Collective Agreements and to discuss the implementation of these provisions at the local level.
 - Facilitators will also assist the Parties in discussing any other outstanding local issues that the Parties are introducing during this round of bargaining.
 - The Parties note that funding for School Authorities will be adjusted in 2008-09, 2009-10, 2010-11, 2011-12 and 2012-13, as appropriate, to reflect the changes in the Grants for Student Needs to district school boards described in this Agreement.
- The Ministry will provide to OCSTA and OECTA relevant student enrolment and staffing information from Boards' Estimates, Revised Estimates and Financial Statements for each school year covered by this PDT Agreement, to monitor the provincial deployment of additional teaching positions provided for in this Agreement.

3. Board Professional Development Committee

- The Parties agree that Professional Development needs to be addressed at the system level through the establishment of a Joint Committee.
- The committee will consist of equal representation between the School Board and OECTA, not to exceed six representatives in total.
- School Boards that do not have such practice in place shall establish such committees by January 2010.
- The terms of reference are to be negotiated locally and could include :
 - The overseeing of professional activities for teachers during Professional Activity days and consistent with the learning goals identified in the Teachers' Annual Learning Plans;
 - Promoting best practices and sustaining successful CPLC and monitoring their implementation.

4. Board Staffing Committee

- The Parties also agree that staffing needs to be addressed in a Joint Committee to be created by January 2010.
- The committee will consist of equal representation between the Board and OECTA and not to exceed 6 representatives in total.

- The terms of reference are to be negotiated locally and could include:
 - Consulting on the assignment of staff generated by the increase in elementary teacher preparation time;
 - Monitoring the use of the funding enhancement under Article 11, aimed to providing increased school safety through added supervision personnel.
 - Advising on staff allocation to address the class size reduction in grades 4-8 generated by the terms of this framework agreement;
 - Addressing other staffing and workload issues as agreed to by the Parties.
- The parties further agree that Joint Board /OECTA committees currently exist in some boards and that those committees could incorporate the above terms of reference.

5. Professional Learning

- The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce an allocation in the GSN to enhance professional learning opportunities for teachers. The per pupil funding benchmark will be as follows under the Pupil Foundation Grant :
 - \$7.24 per elementary pupil in 2009-10;
 - \$15.21 per elementary pupil in 2010-11;
 - \$23.07 per elementary pupil in 2011-12.
- The Appendix, "Professional Learning", provides the Board-by-Board projections of additional funding per school year under this allocation, which will reach \$8.8 million in 2009-10, \$18.3 million in 2010-11 and \$27.6M in 2011-12 and beyond.
- The Parties agree :
 - That valuable professional development is job-embedded, informed by research and done in partnership with colleagues.
 - The success of a Catholic Professional Learning Community (CPLC) depends largely on the environment and the climate in which it is set up.
 - CPLCs are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.
 - Teacher's Annual Learning Plan will inform the Professional Learning opportunities funded through this allocation as well as the CPLC.
- The terms of reference are to be negotiated locally and could include :
 - The overseeing of professional activities for teachers during Professional Activity days and consistent with the learning goals identified in the Teachers' Annual Learning Plans;
 - Promoting best practices and sustaining successful CPLC and monitoring their implementation.

6. Release Time for Assessment, Evaluation and Report Cards

- The Parties agree on the importance of timely, relevant, comprehensive and meaningful assessment and evaluation of Students' learning.
- In the 2009-10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.

- Effective September 2010, two (2) Professional Activity Days will be designated : one prior to the first reporting period and one prior to the second reporting period.

7. Elementary Preparation Time

- The Parties note the government’s intention, conditional upon the approval by the Lieutenant Governor-in-Council, to fund additional preparation time for elementary teachers as follows:
 - 0.42 additional teachers per 1,000 elementary pupils in 2009-10;
 - 0.86 additional teachers per 1,000 elementary pupils in 2010-11;
 - 1.30 additional teachers per 1,000 elementary pupils in 2011-12;
 - 1.74 additional teachers per 1,000 elementary pupils in 2012-13.
- The Appendix “Elementary Preparation Time” provides the Board-by-Board projection of additional teaching positions funded per school year under this allocation.
- The Parties agree that preparation time for a full-time teacher shall be increased as follows:
 - September 1, 2008 200 minutes/week
 - September 1, 2009 210 minutes/week
 - September 1, 2010 220 minutes/week
 - September 1, 2011 230 minutes/week
 - August 31, 2012 240 minutes/week
- The Parties agree that Collective Agreements will include the following provisions:
 - *“Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Board-Level Staffing Committee.”*
 - *“Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.”*

8. Grade 4-8 Class Size Reduction

- The Parties note the government’s intention, conditional upon the approval by the Lieutenant Governor in Council, to fund in the GSN a reduction of the average class size in grades 4 to 8 from 25.0 to 24.5 as follows :
 - September 1, 2009 : 0.18 teacher per 1,000 grade 4 to 8 pupils
 - September 1, 2010 : 0.37 teacher per 1,000 grade 4 to 8 pupils
 - September 1, 2011 : 0.57 teacher per 1,000 grade 4 to 8 pupils
 - August 31, 2012 : 0.96 teacher per 1,000 grade 4 to 8 pupils
- The Appendix, “Grade 4-8 Class Size Reduction”, provides the Board-by-Board projections of additional teaching positions funded per school year under this allocation.
- Boards will hire the full complement of additional funded elementary teachers that result from the new allocation.
- The Board-Level Staffing Committee will be engaged in the allocation of this additional staffing.

9. Grades 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches

- The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows : 0.32 teacher per 1,000 grade 4 to 8 pupil.
- The Appendix, "Grades 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches", provides the Board-by-Board projections of additional funded teaching positions.

10. Secondary Programming

- As part of their Board-Wide Improvement Plan and comprehensive Student Success Plan, Boards will articulate a strategy to expand secondary programming and supports over four years.
- The Board-Level Staffing Committee will be engaged in the development of the strategy to expand secondary programming.
- This strategy may include increases in course offerings and strategic class size reductions.
- The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to support the expansion of secondary programming through a new allocation to be introduced in the GSN as follows:
 - September 1, 2008 : 0.19 teacher per 1,000 secondary pupils;
 - September 1, 2009 : 0.38 teacher per 1,000 secondary pupils;
 - September 1, 2010 : 0.70 teacher per 1,000 secondary pupils;
 - September 1, 2011 : 1.02 teacher per 1,000 secondary pupils;
 - August 31, 2012 : 1.35 teacher per 1,000 secondary pupils.
- The Appendix, "Secondary Programming", provides the Board-by-Board projections of additional funded secondary teaching positions funded per school year under this allocation.
- Boards will hire the full complement of additional funded secondary teachers that result from the new allocation. For the 2008-09 school year, the hiring of additional teachers shall occur at the second semester.
- The Board-Level Staffing Committee will be engaged in the allocation of this additional staffing.

11. Secondary Dual Credit Courses

- The Parties agree that the following language shall be incorporated in Collective Agreements:
 - *"A secondary school's Average Daily Enrolment in 'Dual Credit' courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation".*

12. Elementary Teacher Supervision

- All school-based staff have a role to play in Elementary school supervision which is essential in maintaining a safe school environment.
- The nature and amount of elementary teacher supervision shall be as set out below.

- All Collective agreements shall include the following provisions:
 - *“Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision / on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty shall constitute supervision.*
 - *The maxima of supervision minutes for elementary teachers will be as follows :*
 - *100 minutes in 2008-09;*
 - *90 minutes in 2009-10;*
 - *80 minutes in 2010-11;*
 - *80 minutes in 2011-12.”*
- The introduction of the maxima described above shall not increase Collective Agreement provisions or current practice during the 2007-2008 school year, where such provisions may be more favorable.
- The Parties note the government’s intention, conditional upon the approval by the Lieutenant Governor-in -Council, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows :
 - \$22.23 per elementary pupil in 2008-09;
 - \$26.61 per elementary pupil in 2009-10;
 - \$26.88 per elementary pupil in 2010-11;
 - \$20.06 per elementary pupil in 2011-12.
- The Appendix “Elementary Supervision” provides the Board-by-Board projection.

13. Secondary Teacher Supervision and On–Calls

- All school based staff have a role to play in secondary school supervision which is essential in maintaining a safe school environment.
- All collective agreements shall include the following provisions:
 - *“Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision / on-call or instructional time.”*
 - *Any assigned secondary supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty, shall constitute supervision / on-call time.”*
- Supervision / on-calls may be the subject of local negotiations.

14. Occasional Teachers

- The Parties note the government’s intention, conditional upon the approval by the Lieutenant Governor-in-Council, to increase funding benchmarks for Occasional Teachers by 3.5% in 2008-09. The Appendix “Occasional Teachers” provides the Board-by-Board projection.
- The parties agree that this incremental funding shall be used in local bargaining for improvements in working conditions for Occasional Teachers beyond the salary increases provided in this PDT Agreement. Such enhancements may include providing paid professional learning for all Occasional Teachers, increasing the eligibility of Occasional Teachers for the New Teacher Induction Program (NTIP), reducing the fraction of the salary grid cell used to calculate the daily rate of Occasional Teachers where applicable, reducing the number of consecutive days to qualify as a Long-Term Occasional Teacher, and benefits.

- The Parties also agree to explore with the Government no later than December 31, 2008, the feasibility of amending the NTIP, within the existing funding of \$15 million, to include Long Term Occasional and Continuing Education Teachers who have requested from a Board and received two successful teacher performance appraisals.

15. Tripartite Teacher Advisory Committee (TTAC)

- The Parties recognize the value of ongoing provincial dialogue as a means to sustain labour peace and progress.
- The Parties agree to take part in the TTAC, to be appointed by the Minister.
- The TTAC shall be a tripartite body composed of representatives from teacher federations, School Boards and the Ministry.
- The TTAC will be established by December 31, 2008.
- The TTAC shall be in effect until August 31, 2012.
- The TTAC shall:
 - Discuss issues that arise from the implementation of the PDT Agreement over the course of the term of Collective Agreements brought to it by the Minister, the Ministry or any one of the parties;
 - Advise the Minister on the implementation of government initiatives in publicly-funded elementary and secondary schools;
 - Design strategies for effective local labour-management coordination and cooperation;
 - Address the following issues raised specifically during the PDT process :
 - Exemplary practices in labour relations;
 - Efficiency of assessment and reporting practices;
 - Teaching supports in English Catholic School Authorities;
 - Best practices to expedite and reduce the cost of grievance/arbitrations, without loss of rights in collective agreements;
 - Province-wide administration of benefits;
 - School safety and violence in the workplace;
 - Availability of information from Ontario Students' Records (OSR);
 - Expansion of programs for 4 and 5 year olds.
 - Consider such other issues as agreed to by the participants or that may from time-to-time be directed by the Minister.
- The Minister will draft Terms of Reference, after consultation with the Parties.
- Expenses related to the TTAC will be funded by the Ministry of Education.

16. Compensation

- The Parties agree that the following percentage increases shall be applied to all job classifications (salary and allowances) in the following manner:
 - September 1, 2008 : 3.0%
 - September 1, 2009 : 3.0%
 - September 1, 2010 : 3.0%
 - September 1, 2011 : 3.0%
- The Appendix "Teacher and Non-Teacher Salary Increases" provides the Board-by-Board projection.

- These percentages shall be applied equally to all cells on salary grids, wage rates and allowances at the dates identified above. No other salary or wage adjustment for regular teachers shall be agreed to locally.

17. Group Benefits

- The Parties agree that the OCSTA Boards' share of the \$50 million 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through increased benchmarks in the GSN on March 26, 2008 shall be used to assist Boards with the existing cost of benefits.
- The Parties have noted the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks) effective in 2010-11 to enhance group benefits for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.
- Board-by-Board projections of this allocation are provided in the Appendix, "Benefits".
- The local Bargaining Unit's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated bargaining unit, shall be excluded.
- All group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised under this \$33 million enhancement shall remain status quo for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, the September 2009 ODA rate would be set at 2007 rates.
- Upon written request, Boards shall provide to the local OECTA Bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by Boards in a public procurement process.

18. Transferability of Other PDT Agreements

The parties acknowledge the Government's commitment that OCSTA and OECTA will not receive amounts proportionally less than the overall financial settlements reached in any other PDT agreements, with any other teacher federation, subject to the parties fully complying with the conditions associated with this Agreement.

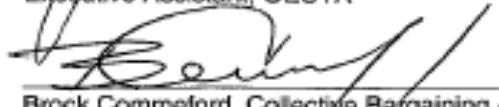
for OECTA


Elaine MacNeil, President, OECTA


Tom Baczynsky, Collective Bargaining -
Executive Assistant, OECTA

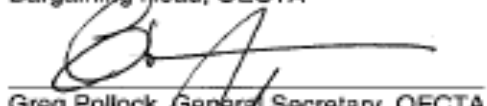

Dan Boucher, Collective Bargaining -
Executive Assistant, OECTA


Dave Church, Collective Bargaining -
Executive Assistant, OECTA


Brock Commeford, Collective Bargaining -
Executive Assistant, OECTA


Grace DaSilva, Collective Bargaining -
Executive Assistant, OECTA


Jeff Heximer, Collective Bargaining
Bargaining Head, OECTA


Greg Pollock, General Secretary, OECTA


James Ryan, First Vice President, OECTA

For OCSTA


Paul C. Whitehead, Chair of PDT Team


Robert Clario, Superintendent of Human
Resources, Niagara Catholic District
School Board


Peter Derochie, Associate Director of
Education (Business & Finance),
Simcoe Muskoka Catholic District
School Board


Kevin Kobus, Director of Education,
Toronto Catholic District School Board


Susan LaRosa, Director of Education,
York Catholic District School Board


Michael A. Filey, Coordinator of Labour
Relations, OCSTA


John Stunt, Executive Director, OCSTA

LETTER OF UNDERSTANDING
RE: INCORPORATION OF PROVINCIAL FRAMEWORK INTO LOCAL COLLECTIVE
AGREEMENTS
THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA) AND THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(OECTA)

OCSTA and OECTA hereby acknowledge their acceptance of the terms and conditions of the attached Provincial Discussion Table (PDT) Agreement as a labour relations framework agreement (“the Framework Agreement”).

OCSTA and OECTA also agree to recommend acceptance of the Framework Agreement to their respective principals and upon acceptance to actively promote the adoption and implementation of the Framework Agreement into local collective agreements of English Catholic District School Boards and Catholic School Authorities and OECTA local bargaining units.

OCSTA and OECTA also respect the rights of local boards and bargaining units to address local issues in an environment of good faith negotiations, collegiality and mutual respect.

In the event of an impasse in negotiations toward the incorporation of the Framework Agreement into a local collective agreement, the following steps will be taken to assist the local parties:

- OECTA and/or OCSTA will identify for the PDT Facilitators which Board or School Authority has reached impasse with the local OECTA bargaining unit.
- The PDT Facilitators will convene a meeting with the parties as soon as possible.
- If following the meeting there is no resolution the parties may obtain the services of an “Early Bird” mediator, without entering conciliation.
- The local parties may apply for conciliation services at any time following the intervention of the PDT Facilitators.

At the request of the government, OCSTA and OECTA agree to the following:

- The Parties will not request a “no-board” report before December 1, 2008.
- OECTA local bargaining units will not take a strike or other job action before December 1, 2008 or later as provided in the *Ontario Labour Relations Act* (OLRA).
- OCSTA affiliated Boards will not change the terms and conditions of collective agreements, nor lock-out any OECTA local bargaining unit before December 1, 2008 or later as provided in the OLRA.

For OECTA


Elaine MacNeil, President, OECTA


Ihor Baczynsky, Collective Bargaining -
Executive Assistant, OECTA

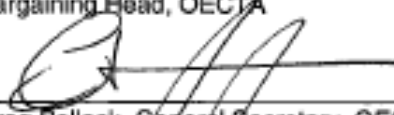

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Paul C. Whitehead, Chair of PDT Team


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Kevin Kobus, Director of Education,
Toronto Catholic District School Board


Susan LaRosa, Director of Education,
York Catholic District School Board


Michael A. Riley, Coordinator of Labour
Relations, OCSTA


John Stunt, Executive Director, OCSTA

Letter of Understanding Re: Teacher Performance Appraisal

The parties agree that prior to any changes to the current policy for Teacher Performance Appraisal, excluding any required changes to regulations and legislation, the Board will consult with the Association in the traditional manner as set out in the Formulation of Policy by the Niagara Catholic District School Board.

Letter of Understanding Re: Mid-wife and Nurse Practitioner

The parties agree that from the date of ratification that a medical certificate from a certified Midwife and/or Nurse Practitioner, qualified to practice medicine under the laws of the Province of Ontario, shall be given the same consideration as a Medical Doctor for the purposes of Article 11:01.10.

Letter of Understanding Re: E Learning

The Board and the Association agree to establish a committee by October 1, 2005, whose purpose is to review the E learning Program and to apply the framework increases to the current practice. This committee shall make its report by March 15, 2006 but this date may be extended by mutual agreement to September 1, 2006.

Letter of Understanding Re: Registered Retirement Savings Plan

It is understood that for purpose of Article 10:11, a teacher shall receive a lifetime maximum of \$1500 from the Board for the RRSP contributions.

Letter of Understanding Re: Transferability

The parties acknowledge the Government's commitment and that OCSTA and OECTA will not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements, with any other teacher federation, subject of the parties fully complying with the conditions associated with this Agreement.

Letter of Understanding Re: Annual Learning Plan

The Annual Learning Plan (ALP) is a component of the performance appraisal framework for experienced teachers. The purpose of the plan is to facilitate each teacher's continuous learning and development through identification of their professional learning goals and strategies.

The parties agree that the following shall apply to implementation of annual learning plans during the 2008-2012 collective agreement term:

- The Annual Learning Plan shall be teacher authored and directed.
- In an evaluation year, teacher shall review and update their Annual Learning Plan (ALP) in a meeting with their Principal as part of the performance appraisal process. Review of this plan, as well as completion of this document, shall not be considered in determination of a teacher's performance for evaluation purposes.
- In non-evaluation years, the teacher shall complete their Annual Learning Plan and give it to their Principal for signature no later than October 31st of each year.
- It is understood that the Annual Learning Plan is a living document, and can be revisited and updated as required, by the teacher.

Letter of Understanding Re: Secondary Dual Credit Courses

A secondary school's Average Daily Enrolment in 'Dual Credit' courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

Letter of Understanding Re: Joint Board Professional Development Committee

Preamble

The Board and the Association agree that valuable professional development is job-embedded, informed by research and done in partnership with colleagues. This does not preclude the board from offering voluntary professional development outside of school hours.

The success of a professional Catholic Learning Community (PCLC) depends largely on the environment and the climate in which it is set-up.

PCLCs are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.

Composition and Frequency

- .1 The Committee shall consist of three representatives appointed by the NCDSB and three representatives appointed by OECTA members, not to exceed six representatives in total.
- .2 The Committee shall be created no later than January 2009.
- .3 The Committee shall meet a minimum of two times per school year. Additional meetings shall occur within two weeks of request by either party.

Mandate

The Committee shall:

- .1 Provide input for the professional activities for teachers during Professional Activity days, other than those set aside for the completion of report cards and other times during the school year.
- .2 Promote best practices and sustain successful PCLCs and monitor their implementation.
- .3 Promote a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.
- .4 Ensure that Professional Activity days designated for the purpose of assessment and completion of report cards are to be teacher directed.
- .5 Ensure that the professional activities for teachers during Professional Activity days are consistent with the learning goals identified in the Teachers' Annual Learning Plans (ALPs).

Letter of Intent Re: Benefits

In accordance with the terms of the Provincial Discussion Table (PDT) agreement, for the 2008-2012 Collective agreement the Niagara Catholic District School Board and the Association agree that:

- .1 The Board and the Association shall form a Benefits Review Committee by September 1, 2009, comprised of three members appointed by the Board and three members appointed by the Association.

- .2 and to make recommendations regarding the enhancements of group benefits by September 1, 2010 as outlined in Article 15 of the PDT.

Letter of Intent Re: PDT Benefit Enhancement Funds

The Association agrees to first commit PDT Benefit Enhancement Funds available starting in 2010 towards the costs of providing the benefits referred to in Section 10:01.9, Section 11:05.4hii), Section 18:13 and section 18:16.

Letter of Intent Re: Adult Day School Specific Committee

The parties agree to establish, no later than January 1, 2009 and Adult Day School Specific Committee.

- .1 Membership of this Committee shall be composed of three members representing the Teachers and three members representing the Board.
- .2 The members of the Committee shall collaborate to resolve issues such as Adult Day Teacher Performance Appraisal, staffing and course allocation, supervision and any other concerns that the Committee deems to be congruent with its mandate.

IMPORTANT INFORMATION

Telephone Numbers and Web Sites

NIAGARA SECONDARY OECTA

Phone: (905) 732-9530
Fax: (905) 732-9727
Email: oectas@niagararc.com

NCDSB

Phone: (905) 735-0240
Fax: (905) 735-9710
(Superintendents)
Web: www.niagararcatholic.ca

OECTA PROVINCIAL

Phone: 1-800-268-7230
Fax: (416) 925-7764
Web: www.oecta.on.ca

ONTARIO COLLEGE OF TEACHERS

Phone: 1-888-534-2222
Fax: (416) 961-8822
Web: www.oct.ca

OTIP

Phone: 1-800-267-6827
Fax: 1-800-396-8231
Web: www.otip.com

QECCO

Phone: 1-800-385-1030
Fax: (416) 323-9589
Web: www.qecco.on.ca

PENSION BOARD

Phone: 1-800-668-0105
Fax: (416) 730-5349 OR
1-800-949-8208
Web: www.otpp.com

MINISTRY OF EDUCATION

Phone: 1-800-387-5514
Fax: 1-(416) 325-6348
Web: www.edu.gov.on.ca

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Main Office: (905) 684-5050
126 Niagara Street
St. Catharines

Branch Office: (905) 684-5050
245 Pelham Road
Suite 108
St. Catharines

BOARD CONTACTS

Nina Ciccone
General Inquiries
Ext 225
nina.ciccone@ncdsb.com

Gina Crognale
Manager of Payroll
Ext 248
gina.crognale@ncdsb.com

Teresa Claxton
Supervisor of Benefits
Ext 258
teresa.claxton@ncdsb.com

Kim Maxwell
***Coordinator WSIB (Disability Management)/
Health and Safety***
Ext 259
kimberley.maxwell@ncdsb.com

PAY DATES

	2008 - 2009	2009 - 2010	2010 - 2011	2011 - 2012
Pay	Labour Day – Sept. 1	Labour Day – Sept. 7	Labour Day – Sept. 6	Labour Day – Sept. 5
1	September 4	September 3	September 2	September 1
2	September 18	September 17	September 16	September 15
3	October 2	October 1	September 30	September 29
4	October 16	October 15	October 14	October 13
5	October 30	October 29	October 28	October 27
6	November 13	November 12	November 11	November 10
7	November 27	November 26	November 25	November 24
8	December 11	December 10	December 9	December 8
9	December 25	December 24	December 23	December 22
10	January 8	January 7	January 6	January 5
11	January 22	January 21	January 20	January 19
12	February 5	February 4	February 3	February 2
13	February 19	February 18	February 17	February 16
14	March 5	March 4	March 3	March 1
15	March 19	March 18	March 17	March 15
16	April 2	April 1	March 31	March 29
17	April 16	April 15	April 14	April 12
18	April 30	April 29	April 28	April 26
19	May 14	May 13	May 12	May 10
20	May 28	May 27	May 26	May 24
21	June 11	June 10	June 9	June 7
22	June 25	June 24	June 23	June 21
23	July 9	July 8	July 7	July 5
24	July 23	July 22	July 21	July 19
25	August 6	August 5	August 4	August 2
26	August 20	August 19	August 18	August 16
27				August 30

INVESTIGATION BY POLICE/SCHOOL BOARD/FACS/OCT

1. Call Niagara Secondary Unit of OECTA (905) 732-9530
2. Call Provincial OECTA 1-800-268-7230/ Ask to speak to someone in Counselling and Members Services.
3. Reference Niagara Catholic District School Board's:
 - Protocol between Niagara Catholic District School Board and Family and Children's Services Niagara (The Children's Aid Society) and
 - Protocol between Niagara Catholic District School Board and Niagara Regional Police Services.

Employee Quick Reference Card

System Phone Number **905-735-8079 or 1-888-844-1228** Help Desk Phone Number 905-735-0240 ext 269

ID _____ PIN _____

System Calling Times to Substitutes

Week Day	Today's Jobs	Future Jobs
Weekdays	Starts at 06:00 a.m. Continues until jobs are 30% completed	06:00 – 09:30 p.m.
Saturday	None	None
Sunday	None	06:00 – 09:30 p.m.
Holidays	None	06:00 – 09:30 p.m.

Employee Reason Codes

See Last Page of Employee Quick Reference Card

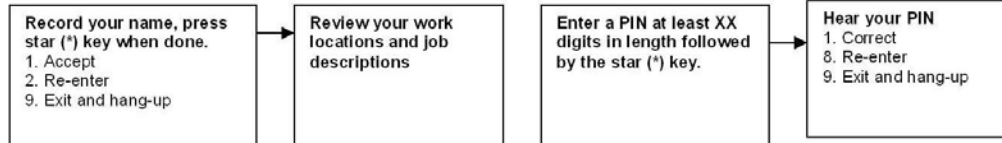
Employee Registration

Enter your Access ID, followed by the star (*) key. Enter your PIN followed by the star (*) key.

If you do not have a PIN, enter your Access ID followed by the star (*) key.

Name does not exist

PIN is not valid



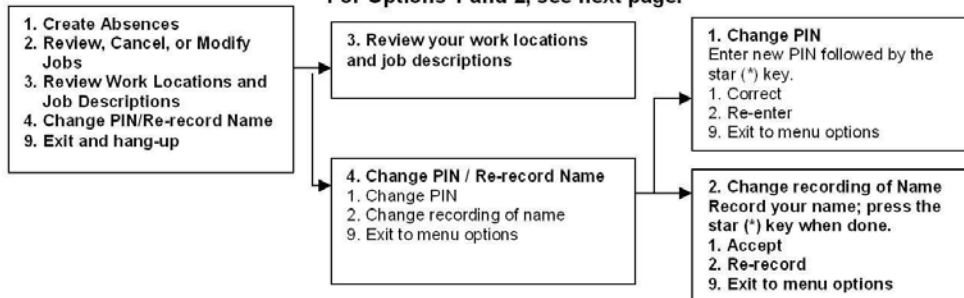
Employee Menu

Enter Access ID, followed by star (*) key.

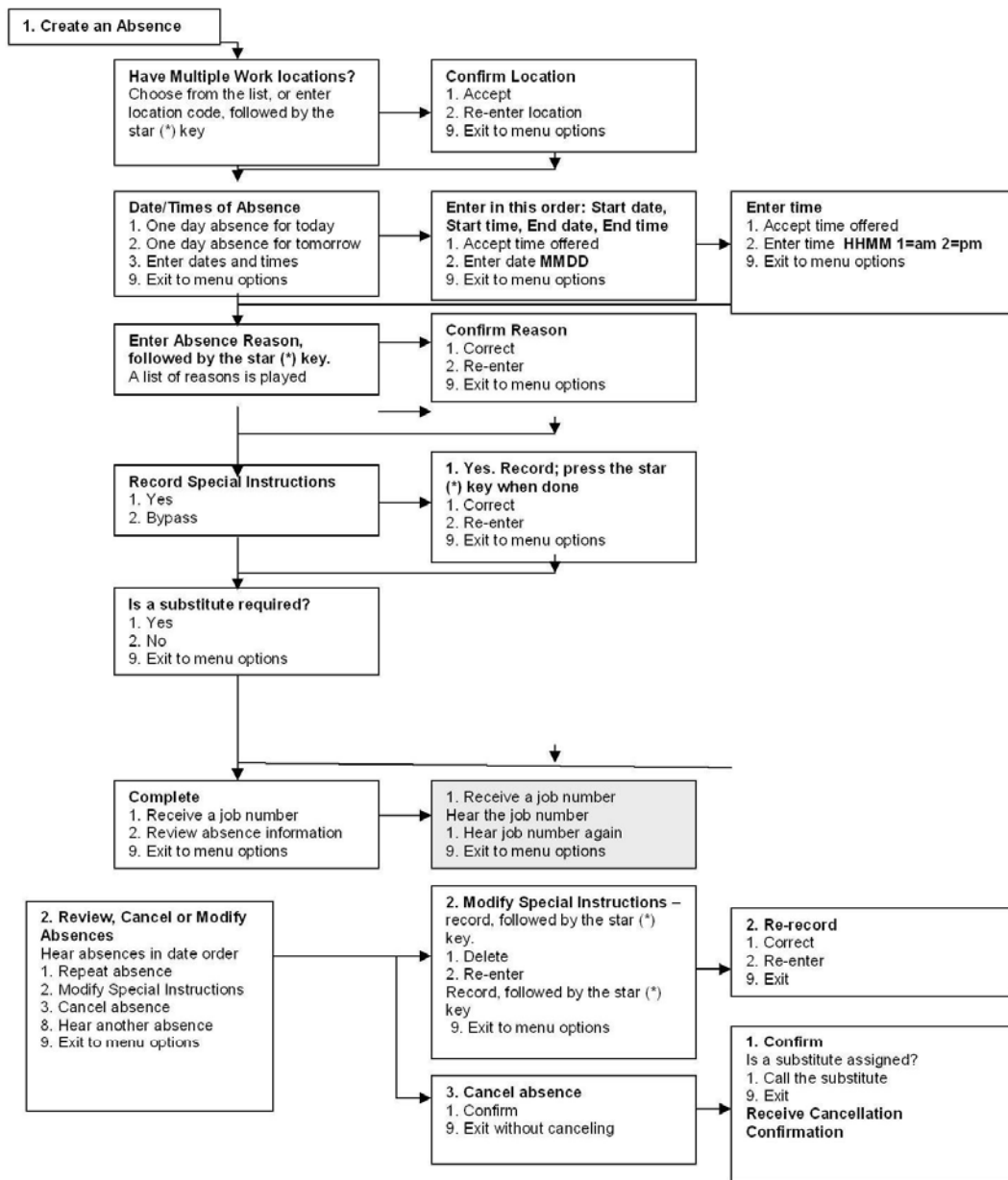
Enter PIN, followed by star (*) key, listen to announcements.

Menu Options

For Options 1 and 2, see next page.



Employee Menu



**YOUR SCHOOL DISTRICT
EMPLOYEE BROWSER ACCESS**

Web Browser Access Instructions

Web Browser URL <http://vip.ncdsb.com> Help Desk Phone Number 905-735-0240 ext 269

Sign In

Open your web browser and access the SmartFindExpress Sign In page. Review the messages above the Sign In. Enter your Access ID and PIN. Review additional announcements on your home page, if any.

Create Absence

Important Note: Items in Bold are required to complete an Absence and receive a Job Number.

- **Select the Location**
- **Select the Classification**
 - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu**

- **Indicate if a substitute is required for this absence.**
 - **Choose Yes or No**
- **Select Start and End Dates for your absence**
 - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
 - To change defaults, enter time in HH:MM am or pm format
 - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence. Select the *Modify Schedule* button.
 - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
 - Modify daily schedule and/or times for absence and substitute
 - Select the *Continue* button

- **Select the Continue button**

- **Select the Create Absence button to receive a Job Number. Please record this Job Number.**

Review/ Cancel Absences

Review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing.

YOUR SCHOOL DISTRICT
EMPLOYEE BROWSER ACCESS

Absence Reasons- (Reason codes can be changed at any time)

Number	Description	Number	Description
Code	Name	Code	Name
01	ILLNESS	41	PROF DEV - PROG OFFICER
02	CONF/WORKSHOP (T)	42	PROF DEV -SPECIAL EDUCATION
03	BOARD BUSINESS	44	PROF DEV-ASSESS & EVALUATE
04	MISA TRAINING (T)	45	BD BUS- SUPER-AREA 2
05	HEALTH & SAFETY	46	BD BUS-SUPER-AREA 1
06	WSIB	47	BD BUS-SUPER -AREA 3
07	MODIFIED WORK	48	CO-INSTRUCTURAL SEC
08	FUNERAL IMM FAMILY (T)	49	PD - PRIN SECON PROG
09	FUNERAL NON-IMMD FAMILY (T)	50	PD-PRIMARY CONSULTANT
11	PERSONAL DAY (T)	51	PD-JUNIOR CONSULTANT
13	JURY DUTY (T)	52	PD-INTERMEDIATE CONSULTANT
14	SUBPOENA (T)	53	PD-ESL/FSL/MUSIC CONSULTANT
15	QUARANTINE	54	PD-ARTS CONSULTANT
16	GRADUATION (T)	55	PD-TECHNOLOGICAL CONSULTANT
17	WRITING EXAM (T)	56	PD-CO-ORD OF COMPUTER
18	INCLEMENT WEATHER	57	EARLY YEARS
19	COMPASSIONATE LEAVE (T)	58	PD-INFORMATION/RESOURCE
20	MATERNITY LEAVE (T)	59	SUCCESS LITERACY STU
21	EXTENDED MATERNITY LEAVE (T)	60	SUCCESS NUMERACY STU
22	PARENTAL/PATERNAL LEAVE (T)	61	SUCCESS PATHWAY STUD
25	ADOPTIVE LEAVE 17 WEEKS(T)	62	PD JK/SK
27	UNPAID LEAVE OF ABS - 29 DAYS OR LESS (T)	63	READING RECOVERY
28	UNPAID LEAVE OF ABS - 30 DAYS OR MORE (T)	64	STAFF DEVELOPMENT
32	OECTA UNION BUSINESS (SEC)	65	SPECIAL ED NORTH
33	OECTA UNION BUSINESS (ELEM)	66	SPECIAL ED SOUTH
38	MINISTRY TRAINING	68	NEW TEACHER IND PROG
39	FAITH FORMATION/PD	76	ADOPTIVE LEAVE 35 WEEKS (T)
40	PROF DEV - ATHLETICS	77	FAMILY LEAVE
		90	SCHOOL CLOSURE

TO: Niagara Catholic District School Board
Special Board Meeting
In Camera Session
November 27, 2008

TOPIC: COLLECTIVE AGREEMENT
CUPE

RECOMMENDATION

THAT the Niagara Catholic District School Board approve the Collective Agreement for CUPE for the period of September 1, 2008 - August 31, 2012, as presented.

Prepared by: Rob Ciarlo, Superintendent of Education
Presented by: Rob Ciarlo, Superintendent of Education
Approved by: John Crocco, Director of Education
Date: November 27, 2008



REPORT TO THE BOARD NOVEMBER 27, 2008

COLLECTIVE AGREEMENT CUPE

BACKGROUND INFORMATION

On Monday, November 24, 2008 representatives from the Board negotiating team and the Canadian Union of Public Employees Local 1317 reached a tentative collective agreement. On Wednesday, November 26, 2008 C.U.P.E. will be ratifying the tentative agreement and results will be forwarded to the Trustees on November 27th prior to the Special Board meeting to consider approval of the tentative agreement.

The following Provincial Discussion Table (P.D.T.) items, along with C.U.P.E. and Employer issues have been included in the C.U.P.E./Board Memorandum of Settlement:

- General Wage Increases, per P.D.T.:
 - September 1, 2008 3.0%
 - September 1, 2009 3.0%
 - September 1, 2010 3.0%
 - September 1, 2011 3.0%
- Re-affirm Employer right to transfer, based on system needs
- Re-affirm Employer right to test Employee classifications on routine basis
- Secretaries, Library Assistants to be posted exclusively during Christmas and Summer Break
- Establishment of total number of working days for E.A.'s /C.Y.W.'s/C.R.A.'s, per P.D.T.:
 - September 1, 2008 188
 - September 1, 2009 189
 - September 1, 2010 190
 - September 1, 2011 194
- Benefits extended to additional Continuing Education Instructors, per P.D.T.
- Benefits for surviving Spouse and Dependents
- Benefits to cease at age 65
- Adoptive leave (extension)
- Family leave
- Supplemental Employment Benefit plan for maternity leave
- And general housekeeping of the Collective Agreement
- Establishment of two (2) committees, per P.D.T.:
 - Professional Development Committee
 - Group Benefits
- Letter of Understanding regarding P.D.T. expenditures:
 - Office Support Staff/Para-Professional Support
 - Education Support Worker increase in daily hours from 6 to 7 by 2012

Five CUPE Provincial Issues Proposed at Local Bargaining Tables – For information only

1. Caps on Supervision

- E.A.'s to work with special needs students during the school day
- General supervision to be provided by Teachers first
- No E.A. shall supervise more than a Teacher
- No E.A. shall have his/her supervision increased from current, as a result of this agreement
- In no case shall supervision be assigned to any other classification or position, other than where supervision is not a core duty of that classification

2. Non Contracting Out of Services

- No bargaining unit work shall be contracted out
- All bargaining unit work currently contracted out, to be returned to the bargaining unit

3. Base Line Staffing

- Establish a staffing benchmark/ non lay-off clause, notwithstanding declining enrolment

4. Joint Professional Development Committee

- Equal participation in Professional Development, i.e. mutually agreed upon items and timelines for implementation
- Jointly agreed to philosophy on professional development

5. OMERS Language Re: Contributory Earnings

- Including but not limited to: base wages, vacation pay, lump sum pay, shift premium, sick leave pay, payment for unused sick leave days, call-in pay, taxable premiums for life insurance, taxable value of provided vehicle or car allowance and the like

RECOMMENDATION

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