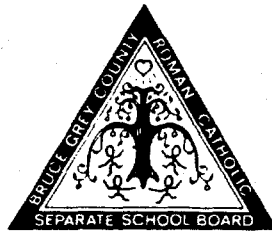


SOURCE	P.C.S.S. Bd.	
EFF.	86 09	01
TERM.	88 08	31
No. OF EMPLOYEES	143	
NOMRE D'EMPLOYÉS	143	

RECEIVED OCT 29 1986



1986 - 1988

AGREEMENT

BETWEEN

BRUCE-GREY COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD

(Hereinafter called "the Board")

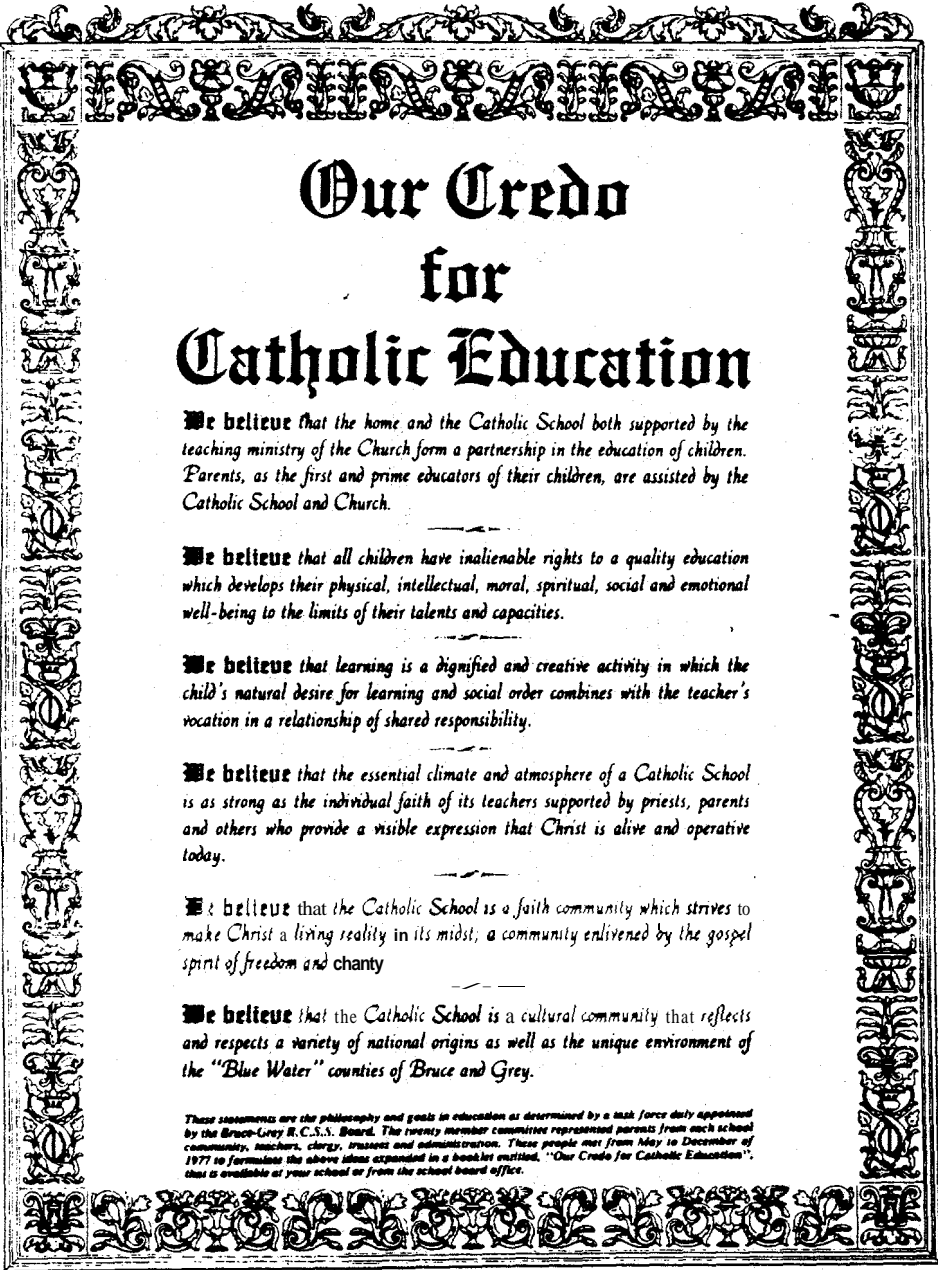
AND

THE BRANCH AFFILIATE
Ontario English Catholic Teachers Association (O.E.C.T.A.)

(Hereinafter called "the Teachers")

13 1987

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**Our Credo
for
Catholic Education**

We believe that the home and the Catholic School both supported by the teaching ministry of the Church form a partnership in the education of children. Parents, as the first and prime educators of their children, are assisted by the Catholic School and Church.

We believe that all children have inalienable rights to a quality education which develops their physical, intellectual, moral, spiritual, social and emotional well-being to the limits of their talents and capacities.

We believe that learning is a dignified and creative activity in which the child's natural desire for learning and social order combines with the teacher's vocation in a relationship of shared responsibility.

We believe that the essential climate and atmosphere of a Catholic School is as strong as the individual faith of its teachers supported by priests, parents and others who provide a visible expression that Christ is alive and operative today.

We believe that the Catholic School is a faith community which strives to make Christ a living reality in its midst; a community enlivened by the gospel spirit of freedom and charity.

We believe that the Catholic School is a cultural community that reflects and respects a variety of national origins as well as the unique environment of the "Blue Water" counties of Bruce and Grey.

These statements are the philosophy and goals in education as determined by a task force duly appointed by the Bruce-Grey R. C.S.S. Board. The twenty member committee represented parents from each school community, teachers, clergy, trustees and administrators. These people met from May to December of 1977 to formulate the above ideas expounded in a booklet entitled, "Our Credo for Catholic Education", that is available at your school or from the school board office.

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PREAMBLE

Whereas it is the common goal of the Board and the Members of the Branch Affiliate, to provide the best possible educational service for the children under the jurisdiction of the Bruce-Grey County Roman Catholic Separate School Board and

Whereas it is firmly held that this educational service should be based on sound principles of a Christian and Catholic character; and

Whereas to achieve this common goal it is essential that the Board and teachers strive to create and maintain a harmonious relationship; and

Whereas professional teachers are expected to set a standard of dress and conduct as an example for students;

It is the desire of the Board and Teachers to set forth in this agreement the salaries, allowances and certain of the conditions of employment which govern the Teachers.

ARTICLE I - RECOGNITION

1:01 a) The Board recognizes the Bruce-Grey Unit of the O.E.C.T.A. and its members employed by the Bruce-Grey R.C.S.S. Board as the Branch Affiliate.

b) The Board recognizes the officers of the Bruce-Grey Unit of the O.E.C.T.A. as the officers of the Branch Affiliate.

c) The Board recognizes the Branch Affiliate as the joint negotiating agent for all the members of the Branch Affiliate.

1:02 The terms of the agreement shall apply to all Permanent and Probationary Contract Teachers unless specifically stated otherwise.

1:03 This agreement shall be deemed to be a part of the individual contract signed by each teacher in the employ of the Bruce-Grey R.C.S.S. Board.

1:04 a) When the agreement is settled, the Board will supply the Teacher's negotiating committee with a sample agreement for their distribution. This agreement shall also be sent to new teachers with their personal contract. The final printed agreement, when ratified by both parties, will be distributed to the staff by the Branch Affiliate.

b) Both parties, on coming to a tentative agreement shall hold a ratification meeting within fifteen (15) teaching days.

1:05 Management Function

The Board has the right and obligation to manage the affairs of the system, including the right to:

i) hire, transfer, promote, demote, discipline, dismiss or lay off teachers subject to the provisions of this agreement expressly governing the exercise of these rights and subject to the Acts and Regulations of the Province of Ontario.

ii) plan and control the teaching programme of the system in co-operation with educators and to operate and manage the school system in accordance with its obligations and to make, from time to time, rules and regulations to govern teachers. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.

iii) the terms of this collective agreement shall not preclude the rights and privileges, with respect to the employment of teachers, enjoyed by Roman Catholic Separate School Boards.

1:06 Just Cause

Save and except for reasons of redundancy, both parties agree that no teacher holding a permanent contract shall be disciplined or ~~discharged~~ without just cause. No teacher holding a probationary contract shall be ~~disciplined~~ without just cause.

- a) A dismissal or disciplinary action for denominational cause shall not be the subject of a grievance or arbitration.
- b) No termination or dismissal in respect of which a teacher may have a right to a Board of Reference provided for under the Education Act shall be the subject of a grievance or arbitration.
- c) The transfer of a teacher within the terms of this Collective Agreement shall not be the subject of a grievance or arbitration.

1:07 Strikes, Lockouts

During the term of this agreement or any renewal thereof, there shall be no strike or lockouts as defined in the School Boards and Teachers Collective Negotiations Act.

ARTICLE II - DURATION AND RENEWAL

- 2:01 a) Subject to Clause 2:01 (b) the terms of this agreement shall have effect from the first day of September 1986 and continue in force until the thirty-first day of August, 1988.
 - b) Clauses 8:01, 8:02, 8:03, 8:04 and 10:02 may be re-negotiated with effect from September 1, 1987 upon either party to the Agreement giving notice in writing of its intention to negotiate within the month of January 1987. During the period of re-negotiation of the clauses indicated, the provisions of the School Boards and Teachers Collective Negotiations Act, 1975, shall apply in the event of any dispute between the parties, relating to the clauses under re-negotiation.
 - c) Changes made to this Collective Agreement during its lifetime may be made by mutual agreement in writing, after ratification by the Branch Affiliate and the Board.
 - d) Where mutual agreement to amend occurs, the amendment shall be binding on both parties effective the date of the agreement.
- 2:02 Upon request, the Board will supply the Unit President of the Branch Affiliate with information regarding Teachers' Salaries, experience, qualifications and responsibility allowance where applicable.

ARTICLE III - DEFINITIONS

3:01 Definitions

- a) **Principal** - Defined in accordance with the Education Act and Regulations.
- b) **Vice-Principal** - Defined in accordance with the Regulations.
- c) **Consultant** - Defined in accordance with the regulations pertaining to Supervisors, Consultants and Co-ordinators.
- d) **Area Chairpersons** - Defined in accordance with the Regulations pertaining to Teachers in Charge of Organizational units.
- e) **Full-Time Teacher** - A teacher defined in accordance with the Education Act, whose assigned teaching, supervisory and on-call time during the school day totals 100% of the scheduled school day for the particular school(s) to which the teacher is assigned. The professional responsibilities of a teacher to conduct interviews, attend meetings, organize extra-curricular activities, plan, and those responsibilities under the Education Act and the Regulations are not included in this definition.
- f) **Part-Time Teacher** - A teacher defined in accordance with the Education Act, whose assigned teaching, supervisory and on-call time during the school day is expressed as a percentage of a full-time teacher as defined in Clause 3:01 (e) above.
- g) **Head Teacher** - In a school where there is no vice-principal, the Board may appoint a Head Teacher who will act for the Principal in his/her absence.
- h) **Designated Teacher**
 - i) **Elementary Schools** - In the absence of the principal and head teacher, the principal shall designate a teacher to act on his/her behalf,
 - ii) **Secondary Schools** - In the absence of the principal and vice-principal, the principal shall designate an area chairperson to act on his/her behalf.
- i) **Experience Allowance** - An increment paid for actual full or part-time teaching experience in recognition of increased skill and knowledge gained from the teaching experience.
- j) **Occasional Teacher** - Defined in accordance with the Education Act and Regulations.

ARTICLE IV - TEACHER CLASSIFICATIONS OF LEVEL

- 4:01 The Board accepts for classification of level, the Qualifications Evaluation Council of Ontario Programme 3 (June 1975) and Programme 4 (October 1979).
- 4:02 a) it is the responsibility of the teacher to obtain and submit the appropriate official documents to the Director of Education to determine: certification (Ontario Teacher's Certificate); qualifications (Ontario Teacher's Qualification Record Card); experience (Statement of Experience issued by a School Board); Q.E.C.O. Statement of Evaluation, and the certificate of a Tuberculin Test.
- b) Until such time as the Q.E.C.O. Statement of Evaluation is submitted, the teacher shall be paid the category for which he/she is deemed qualified, including experience, upon examination of documents by the Director of Education.
- 4:03 Changes in [valuation
- A teacher who, prior to September 1st of the current school year has met all of the conditions required for a higher Statement of Evaluation, is entitled to an adjustment in salary under the following provisions :
- a) A Letter or Statement of Evaluation from Q.E.C.O., submitted to the Director of Education not later than December 31st of the current school year, entitles the teacher to retro-active salary to September 1st of the current school year.
- b) A Letter or Statement of Evaluation from Q.E.C.O., submitted to the Director of Education not later than June 30th of the current school year, entitles the teacher to retro-active salary to January 1st of the current school year.
- c) **If**, due to unforeseen circumstances beyond the control of the branch affiliate and the board and through no fault of the teacher (i.e. interruption in postal service), the deadlines outlined in (a) and (b) above cannot be met and the teacher is denied a salary adjustment, the matter may be referred to the Board/Branch Affiliate Liaison Committee which may recommend an extension of the deadline.
- 4:04 Appeals
- a) The Board and the Branch Affiliate recognize the right of either party to appeal the evaluation of Q.E.C.O. as indicated on the Statement of Evaluation.
- b) The party making an appeal must notify the other party, in writing, that an appeal is being filed with Q.E.C.O.
- c) Until such time as an appeal is settled, no change in category shall be made based on the evaluation under appeal.
- d) Upon settlement of an appeal, a teacher shall be entitled to full retro-active salary, provided that the evaluation under appeal was submitted within the terms of clause 4:03 above.
- 4:05 It is the responsibility of occasional teachers to obtain a Q.E.C.O. Evaluation when necessary, by becoming voluntary members of O.E.C.T.A.

ARTICLE V - INTERPRETATIONS

- 5:01 Teachers on Letters of Standing are to be placed in the category to which their academic and professional qualifications equate.
- 5:02 a) teachers on Letters of Permission without Ontario teaching Certificates or a University degree recognized for admission to the Ontario Faculties of Education will be placed one increment below minimum for Level D, with half increments to one year less than the maximum of that category.
- b) teachers on Letters of Permission without Ontario teaching Certificates and who hold a University degree recognized for admission to the Ontario Faculties of Education will be placed one increment below minimum for Level A, with half increments to one year less than the maximum for that category.
- 5:03 a) Persons who hold only the Certificate for the teaching of French to English-speaking pupils will be placed at minimum Level D with increments to one year less than the maximum for that category.
- b) Persons with recognized University degrees who hold only the Certificate for the teaching of French to English-speaking pupils will be placed in Level A, with full increments to one year less than the maximum for that category.

ARTICLE VI - EXPERIENCE

6:01 Teaching Experience

A teacher who provides verified and documented evidence of teaching experience subsequent to graduation from a teacher-training institution shall be entitled to an experience allowance under the following provisions :

- a) Full-time experience shall be recognized in full.
- b) Partial years of experience shall be pro-rated on the basis of one month full-time experience equal to one-tenth of an increment for each month of said partial experience. For the purposes of this clause, twenty (20) full teaching days shall equal one month of experience. (i.e. .5 teacher receives recognition for 5 months teaching experience.)
- c) Occasional teaching experience shall, in accordance with the provisions of this agreement be recognized at the rate of one-tenth of an increment for each 20 continuous full-time teaching days as outlined in (b) above. Part-time occasional teaching shall be pro-rated as outlined in (b) above.
- d) Experience presently recognized for salary purposes shall continue to be recognized.
- e) A statement of experience submitted to the Director of Education not later than December 31st of the current school year entitles the teacher to retro-active salary to September 1st of the current school year.
- f) A statement of experience submitted to the Director of Education not later than June 30th of the current school year entitles the teacher to retro-active salary to January 1st of the current school year.
- g) The deadlines outlined in (e)(f) above may be extended using the process outlined in clause 4:03 (c).

6:02 Related Experience

- a) Teachers teaching in a Secondary School (grades 9-12/OAC) shall be eligible for a related work experience allowance provided such experience is full-time and is directly related to the teaching responsibility of the teacher.

- b) Related Experience Allowances shall be made at the rate of one-half increment, for each full accumulated calendar year of such experience, to a maximum of 10 years of experience.
 - c) No partial years of related experience will be recognized.
 - d) Only one full-time position can be recognized during any given period.
 - e) The total of teaching and related experience shall not allow a teacher to exceed the maximum salary in any category.
- 6:03 The experience used for the calculation of salaries shall be the experience determined and documented up to September 1st in the current school year.

ARTICLE VII - APPLICATION

- 7:01 All present and future members of the teaching staff of the Bruce-Grey County Roman Catholic Separate School Board will be placed in categories and paid according to their qualifications, experience and responsibility as delineated in this agreement.
- 7:02 No teacher will receive a decrease in wages due to salary revisions on the salary schedule, Article 8:01.
- 7:03 Where a teacher's training, qualifications and experience cannot be classified in terms of the levels as they are defined, the Director shall review the qualifications and experience and determine the level in which the teacher shall be placed.
- 7:04 The board reserves the right to withhold for one year, the increment, or in the case of a teacher at maximum, an amount equal to an increment or the negotiated salary increase, whichever is the lesser amount, of a teacher whose work is judged inadequate as attested by a supervisory officer and/or a principal, under the following provisions :
- a) That the teacher is notified on or before April 30th in writing;
 - b) The notice states why the increment/increase is being withheld;
 - c) That a minimum of 3 supervisory reports are filed to substantiate the reason(s) for withholding the increment/increase;
 - d) The teacher will be reinstated at the correct point on the salary schedule after one year, if satisfactory improvement is made;
 - e) Failing satisfactory improvement, the teacher may be dismissed.

ARTICLE VIII - SALARY SCHEDULE

8:01 Salary Table - September 1, 1986 to December 31, 1986

Year	D	C	B	A1	A2	A3	A4	Year
0	16,522	17,440	19,187	20,793	21,997	24,174	25,790	0
1	17,689	18,607	20,487	22,146	23,512	25,807	27,507	1
2	18,856	19,774	21,787	23,499	25,027	27,440	29,224	2
3	20,023	20,941	23,087	24,852	26,542	29,073	30,941	3
4	21,190	22,108	24,387	26,205	28,057	30,706	32,658	4
5	22,357	23,275	25,687	27,558	29,572	32,339	34,375	5
6	23,524	24,442	26,987	28,911	31,087	33,972	36,092	6
7		25,609	28,287	30,264	32,602	35,605	37,809	7
8		26,776	29,587	31,617	34,117	37,238	39,526	8
9		27,943	30,887	32,970	35,632	38,871	41,243	9
10			32,187	34,323	37,147	40,504	42,960	10
11				35,676	38,662	42,137	44,677	11
12				37,029	40,177	43,770	46,394	12
Exper. Allowance	1,167	1,167	1,300	1,353	1,515	1,633	1,717	

ARTICLE VIII - SALARY SCHEDULE

8:01 Salary fable - January 1, 1987 to August 31, 1987

Year	D	C	B	A1	A2	A3	A4	Year
0	16,759	17,690	19,461	21,087	22,313	24,530	26,160	0
1	17,943	18,874	20,780	22,460	23,850	26,186	27,902	1
2	19,127	20,058	22,099	23,833	25,387	27,842	29,644	2
3	20,311	21,242	23,418	25,206	26,924	29,498	31,386	3
4	21,495	22,426	24,737	26,579	28,461	31,154	33,128	4
5	22,679	23,610	26,056	27,952	29,998	32,810	34,870	5
6	23,863	24,794	27,375	29,325	31,535	34,466	36,612	6
7		25,978	28,694	30,698	33,072	36,122	38,354	7
8		27,162	30,013	32,071	34,609	37,778	40,096	8
9		28,346	31,332	33,444	36,146	39,434	41,838	9
10			32,651	34,817	37,683	41,090	43,580	10
11				36,190	39,220	42,746	45,322	11
12				37,563	40,757	44,402	47,064	12
Exper. Allowance	1,184	1,184	1,319	1,373	1,537	1,656	1,742	

ARTICLE VIII - SALARY SCHEDULE

8:02 Additional Degrees

A teacher who earns a Master's Degree or Doctorate Degree from a Canadian University or recognized by Q.E.C.O., which has not been used for determining category placement, shall receive an allowance as follows :

- i) Master's Degree - 1% of the individual's category placement;
- ii) Doctorate Degree - 1.5% of the individual's category placement;
- iii) A teacher shall be eligible for only one of the allowances outlined in (i) and (ii) above and may not receive the allowance if he/she is already receiving an allowance under clause 8:03 or 8:04 (a)(b).

8:03 Salaries for Principals

- a) Elementary Principals (K-8) - The salary will be calculated at the category placement plus 25% of the individual's category placement.
- b) Secondary School Principals - The salary will be calculated at the category placement plus 30% of the individual's category placement.
- c) Persons who are unqualified and appointed as acting principals will receive an allowance as follows :
 - i) Elementary School - category placement plus 20% of the individual's category placement.
 - ii) Secondary School - category placement plus 25% of the individual's category placement.

8:04 Allowances for Positions of Responsibility

- a) Vice-Principals and Consultants
 - i) Category placement plus 15% of the individual's category placement.
 - ii) Individuals who are not qualified and appointed in an acting capacity - category placement plus 10% of the individual's category placement.
- b) Teachers appointed as Area Chairpersons in Secondary Schools will receive an allowance as determined below :
 - i) Individuals holding a Specialist Certificate in one or more subjects taught in his/her area of study - category placement plus 7% of the individual's category placement.
 - ii) Individuals without a specialist certificate - category placement plus 3.5% of the individual's category placement.
- c) Head teachers - category placement plus 1.5% of the individual's category placement.
- d) Designated teachers in elementary schools - an allowance of 10% of the individual's daily rate of pay on the salary schedule, pro-rated for partial days.

- 8:05 a) Part-time teachers shall be paid for such actual part-time teaching in proportion to the salaries and allowances outlined in this agreement. (i.e. A half-time teacher will be paid 50% of any salary and allowance.)
- b) Teachers appointed part-time to a position of responsibility and teachers receiving any special allowances, shall be paid, in addition to their salary, an allowance in proportion to the amount of time determined for the position.

- c) Teachers employed for more than 20 continuous days, replacing a teacher who is absent for a temporary Period less than a school year or who have left the employ of the board during the school year, are occasional teachers who are entitled to Placement on the salary schedule and full recognition of all experience earned after the 20th day. It is understood that the placement on the salary schedule includes 4% vacation pay.
- d) ~~When covered by this agreement in salary and~~ ^{is created by the Board, which is} ~~responsibility allowance~~ for such position shall be determined in consultation with the Branch Affiliate. This provision does not apply to positions which do not require membership in the Branch Affiliate.
- e) i) Deductions from salary for days not worked and/or for absences which are authorized without pay under the terms of this Collective Agreement shall be made in accordance with the Education Act. That is, the proportion of the number of days worked (or not worked) to the total number of days in the school year.
 - ii) When a teacher has been over-paid, the refund of monies to the board shall be made on a mutually agreed schedule within the same school year.

8:06 The board, when requesting a teacher to take a course

- a) will, upon successful completion of the course, re-imburse the teacher for the tuition fee;
- b) may pay related expenses deemed necessary, subject to the approval of the Director;
- c) shall make arrangements with the teacher for tuition fee, related expenses and other financial arrangements prior to the teacher enrolling in the course, subject to (a) and (b) above.
- d) These provisions do not apply
 - i) to courses required as conditions of employment or basic qualifications as a teacher (i.e. Religious Education qualifications, basic teaching certificate);
 - ii) to courses required as conditions of employment or basic qualifications for a position of responsibility (i.e. Principal's Certificate, Specialist's Certificate).

8:07 Travel Rates shall be paid according to Board Policy on travel allowances. This policy will not be changed except by mutual consent during the term of this agreement.

ARTICLE IX - PAYMENT OF SALARY AND DEDUCTIONS

9:01 A schedule of pay dates shall be provided by the Board as mutually approved by the Board and the Branch Affiliate executive.

9:02 a) The method of payment shall be by deposit to each teacher's bank account in accordance with the schedule approved in 9:01 above.

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

9:03 Federation fees to be deducted on a monthly basis.

9:04 Personal Contracts

For the purpose of completing Probationary and/or Permanent Contracts, the words "in accordance with the Collective Agreement" may be entered in place of the actual salary figure.

ARTICLE X - EMPLOYEE BENEFITS

10:01 Eligible Employees

- a) i) The Board agrees to contribute on behalf of each eligible full-time employee, the amount indicated in Clause 10:02, of the billed premium under the plans provided, subject to the terms and conditions of the carrier of each plan.
- ii) Part-time employees under contract to the Board, and covered by this collective agreement, shall be eligible for employee benefits under the terms of this Article. The Board agrees to contribute on behalf of each eligible part-time employee, an amount based on the following formula:

$$\begin{array}{rcc} \text{Carrier's} & & \text{Pro-Rated Time} & & \text{Proportion of the} \\ \text{Billed} & \times & \text{for the employee} & \times & \text{Board's Contribution} \\ \text{Premium} & & & & \text{in Clause 10:02.} \end{array}$$

The teacher is responsible for payment of the balance of the premium through Payroll deductions.

- b) The contributions of the Board to the premium of each plan provided, shall be subject to the carrier's requirements, and to minimum enrolment requirements.
- c) Eligible employees may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment must be made with the Superintendent of Business. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.

10:02 Employee Benefit Plans

Maximum Premium to be Paid
by the Board

- a) Ontario Hospital Insurance Plan NIL - plan to be administered by the Board,
- b) Group Life Insurance Plan 3 times the employees' salary to a maximum of \$100,000. The Board shall pay 100% of the premium in effect on September 1st, 1986. If an increase or decrease in rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease shall be calculated in the cost of the next agreement.
- c) Extended Health/Drug Plan
- d) Accidental Death & Dismemberment
- e) Dental Plan
- f) Long Term Disability Plan
- g) WAGE LOSS REPLACEMENT PLAN
- i) The employees acknowledge the Board's Wage Loss Replacement Plan and its registration with Unemployment Insurance Canada, which will result in a deduction in unemployment insurance premiums.
- ii) The employees agree that the net savings arising from the reduction in premiums will be transferred, on their behalf, by the Board, to the Friends of Sacred Heart Benevolent Society, or a successor charity, which is a registered charitable trust for the advancement of Catholic education in Bruce and Grey Counties.
- h) Optional Life Insurance for an employee and/or spouse is available at the expense of the employee, up to \$100,000.

f) Payroll Savings Plan

The Board, In consultation with the Branch Affiliate Executive will make available payroll savings plans, on the provision that sufficient employees enrol in such plans to make them viable.

10:03 Mandatory Participation Clause

- a) All eligible employees are required to enrol in the Long Term Disability Plan as outlined in 10:02 (f) above.
- b) All eligible employees are required as a condition of employment, to enrol in the Benefit Plans outlined in 10:02 above unless they provide evidence of coverage carried by a spouse.
- c) The Board will provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverages for each employee. Where the employee fails to notify the Superintendent of Business of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

10:04 Administration of L.T.D.

- a) Individuals who have been granted an L.T.D. Benefit under the terms and conditions of the carrier of the L.T.D. Plan, and who have not resigned from the employment of the Board, shall prepare and submit an application for a Leave of Absence upon receipt of notice from the carrier, that an L.T.D. Benefit has been approved. (Refer to Article 10:01(c))
- b) Where it has been determined:
 - i) After 2 years on L.T.D., that an individual is totally disabled and cannot return to their normal employment with the Board;
 - OR
 - ii) That the individual has taken up other employment, and/or is eligible for other employment;

Then, the individual shall be considered to have ceased their employment with the Board and the Board shall terminate their contract for health and medical reasons.

ARTICLE XI - LEAVE PLANS

11:01 Sick Leave/Income Protection Plan

1. Sick Leave

- a) Definition: 1) Sick Leave with pay shall be granted for absence due to sickness or acute inflammatory condition of the teeth or gums as provided for in the Education Act, including absence to attend medical and/or dental specialists appointments which are not elective in nature.
- 1) The teacher shall submit proof of an appointment.
- b) Absences for reasons in addition to those in item (a) above will be deducted from sick leave, but in no case shall a teacher suffer both the loss of pay and the loss of sick leave days. (i.e. Parenting Leaves, Special Leaves)

2. Accumulative Sick Leave Plan

- a) Teachers whose contract of employment commenced prior to September 1, 1982 shall be entitled to participate in the Accumulative Sick Leave Plan or the Income Protection Plan. The teacher must opt for either plan by October 31, 1982.
- b) Each full time teacher shall be credited with up to 2 days sick leave per month to a maximum of 20 days per year. Part time teachers shall be entitled to a pro-rated number of sick days. 100% of the unused portion of sick leave in any year shall be accumulated up to 200 days.
- c) Subject to the terms and conditions of the carrier of the L.T.D. plan, the teacher is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. plan.
- d) A statement of total unused sick leave days will be given to each teacher with the last pay in October, outlining the accumulative sick leave built up in previous years.

3. Income Protection Plan

- a) Teachers whose contract of employment commenced after September 1, 1982 shall be entitled to participate in the income Protection Plan but not the Accumulative Sick Leave Plan.
- b) Each full time teacher shall be credited with up to 2 days sick leave per month to a maximum of 20 working days per year. Part time teachers shall be entitled to a pro-rated number of sick days.
- c) A teacher who, after the 20 working days outlined in 3(b) above, suffers from a continuing certified illness, shall be entitled to 67% of gross salary for a further 180 working days if they have been in the employ of the Board for three (3) full calendar months.
- d) Subject to the terms and conditions of the carrier of the L.T.D. Plan, the teacher is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. Plan.
- e) When a teacher leaves the employ of the Board, a statement of total unused sick leave for each period of employment will be issued at the request of the teacher.

11:02 Bereavement Leave

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

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

11:03 Parenting Leaves

- a) A pregnant woman is entitled to and shall take, a pregnancy/maternity leave in accordance with the provisions of the Employment Standards Act of Ontario.
- b) Adoption leaves shall be granted in accordance with the provisions of the Employment Standards Act of Ontario.
- c) Paternity leaves will be granted at the discretion of the Director of Education.

11:04 Educational Study Leave

- a) An educational study leave may be granted to any applicant covered by this agreement for varying periods of up to one year for the purpose of educational improvement or professional advancement acceptable to the board.
- b) Applications/Eligibility
 - i) A letter stating the intention to apply for an Educational Study Leave shall be submitted to the board by February 15th of the current school year.
 - ii) The board's decision will be conveyed to applicants, after considering all applications, on or before April 15th of the year when an application is made. The decision of the board is subject to the applicant's acceptance into the programme stated in the application.
 - iii) Applicants must have a minimum of three years of successful service to the board and at least five years of teaching experience.
- c) Subject to the financial ability of the board, a suitable applicant(s) shall be granted an Educational Study Leave in any three-year period.
- d) Terms of the Leave
 - i) A teacher may be granted an Educational Study Leave with pay of up to 75% of the benefits and salary of their placement on the salary schedule, excluding responsibility allowances. Teachers who are granted a leave with pay at less than 75% of their placement on the salary schedule excluding allowances, shall receive 100% of employee benefits as outlined in this agreement.
 - ii) During the Educational Study leave, an individual shall not get recognition of experience for salary purposes and they shall not accumulate sick leave days.

iii) Applicants returning from a leave shall be assigned to a position equal to his/her previous position.

iv) During the leave, superannuation deductions will be continued on the salary being paid.

e) i) The successful applicant(s) shall give to the Board a formal pledge in writing to return to his/her duties following the expiration of the leave. He/she shall not resign from teaching service with the Board for a period of at least three years after expiration of leave.

ii) The staff member, on being granted a leave, shall sign three (3) promissory notes each covering one-third of salary to be paid on leave. The Board shall surrender one promissory note to the teacher on the completion of each teaching year that the teacher remains with the Board after returning from the leave.

iii) A teacher who withdraws from a programme of study shall reimburse the board for the salary and benefits paid during the period he/she was in the programme.

iv) A teacher who completes a programme of study and does not resume employment with the board, shall reimburse the board in the ratio that unworked months bear to thirty.

11:05 Special Leaves

a) Serious Illness Leave

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

b) Examination Leave

A teacher who is writing a final examination on a school day shall be granted a special leave of one (1) school day without pay by a Supervisory Officer, provided the request is made 24 hours in advance.

c) Federation Leave

The president of the Branch Affiliate shall be allowed 20% leave of absence plus a maximum of 5 additional days per school year for the performance of Branch Affiliate duties directly related to the office of president. To maintain continuity in the school programme, the assignment of the Branch Affiliate President will be mutually agreed between the Branch Affiliate and the Board. The Board shall invoice the Branch Affiliate for the costs of a replacement teacher for the time used under this clause.

d) Personal Leave

A teacher will be entitled to a personal leave with pay during the school year for quarantine, jury duty and court appearances as provided for under the Education Act.

11:06 Earned Leave Plan

It is the purpose of this plan to provide earned leave for reasons other than sick leave. The plan is intended to: relate to the individual employee; give recognition for a record of good attendance; and, allow for earned leave with pay.

a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee for the system.

- b) Each employee with a rate of absenteeism less than the average calculated in (a) above times 110% (i.e. $3.83 \times 110\% = 4.21$) shall be awarded a credit of one (1) day in an earned leave bank as of September 1st in the year following the year of calculation. (i.e. The calculation for the period September 1, to August 31, of each school year will be credited on September 1, of the following school year.)
- c) The earned leave bank shall accumulate up to a maximum of five (5) earned leave days. Part-time employees shall be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year.
- d) i) Earned leave days with pay may be used at the discretion of the employee with the approval of the Director of Education.
 ii) Where an employee wishes to use an earned leave day immediately prior to or following a Statutory holiday or holiday period, prior written approval must be given by the Director of Education. These requests shall be limited to one (1) per school.
- e) A statement of earned leave days will be issued to each employee by October 31st in each year.

11:07 Retirement

The teacher affected by the Board's retiring by-law may be exempted on a year-to-year basis, if the Board desires.

ARTICLE XI1 - BRANCH AFFILIATE LIAISON

- 12:01 a) The Board and the Branch Affiliate shall form a joint Liaison Committee made up of the President of the Branch Affiliate and four members of the Branch Affiliate Executive. the Chairperson of the Board and four persons to represent the Board.
- b) Purposes of the Liaison Committee :
- i) To examine concerns, problems or issues which may arise from time-to-time. (i.e. Staffing, transfers, redundancy recalls, class size, etc.)
 - ii) To consult and make recommendations on any matters of interest to either party.
 - iii) The deliberations of this committee shall not delete, modify or amend any clause in the collective agreement except as provided in clause 2:01.
- c) Meetings shall be arranged between the President of the Branch Affiliate and the Director of Education and they shall endeavour to arrange a meeting in each term.

ARTICLE XIII - GRIEVANCE PROCEDURE

13:01 A grievance is defined as any dispute between the Board and the Branch Affiliate which relates to the interpretation, application, administration or alleged contravention of this agreement.

13:02 1) Grievance Initiated by a Branch Affiliate

a) Pre-Grievance Stage

Day 1 - The matter giving rise to a dispute occurs.

Step 1 - An individual(s) with an alleged grievance shall first refer the matter to the Director of Education within fourteen (14) consecutive calendar days of the event giving rise to the dispute by filing a statement of dispute.

Step 2 - Within fourteen (14) consecutive calendar days of the receipt of the statement of a dispute, the Director of Education or his designate, after researching and investigating the dispute and seeking a mutually acceptable solution, shall give a decision on the alleged grievance to the grievor and the Branch Affiliate President.

Step 3 - If, in the opinion of the grievor, the matter in dispute remains unresolved by the decision of the Director of Education or his designate, the grievor shall within seven (7) consecutive calendar days, notify the President of the Branch Affiliate and the Director of Education in writing, of the nature of the disagreement.

b) Grievance Committee Stage

Step 1 - Within fourteen (14) consecutive calendar days of receiving a notice of disagreement from the grievor, the Branch Affiliate Executive shall examine and investigate the matter in dispute and file a statement of grievance with the Director of Education if they wish to convene a meeting of the Grievance Committee.

Step 2 -
i) Within fourteen (14) consecutive calendar days of the receipt of a statement of grievance requesting a meeting of the Grievance Committee, the Director of Education shall arrange the meeting in co-operation with the Branch Affiliate President.

ii) The recommendation(s) of the Grievance Committee shall be conveyed to the Board and the Branch Affiliate no later than the date of the next regularly scheduled Board meeting after the Grievance Committee has met and made its recommendation(s).

iii) If the recommendation(s) of the Grievance Committee is rejected by either party, the grievance may proceed to Step 3. Failure to reject the recommendation(s) of the Grievance Committee within seven (7) consecutive calendar days after the date of the Board meeting stated in (ii) above will be deemed acceptance of the recommendations as final and binding.

Step 3 - Where either party rejects the recommendation(s) of the Grievance Committee, the Director of Education and the Branch Affiliate President shall, on behalf of both parties, jointly request assistance from the Education Relations Commission through its grievance mediation service.

Step 4 - If, after grievance mediation with the assistance of the Education Relations Commission, a grievance remains unsettled, either party may, within fourteen (14) consecutive calendar days submit the grievance to arbitration under the procedure outlined in the School Boards and Teachers Collective Negotiations Act and notify the other party in writing of the referral to arbitration.

2) Grievance Initiated By The Board

Where a matter arises on which the Board wishes to file a grievance, a statement of grievance shall be filed with the President of the Branch Affiliate. The matter shall then proceed to Step 2 of the Grievance Committee Stage.

13:03 General Application

1) The Grievance Committee shall be composed of :

Voting Members - 3 Teachers representing the Branch Affiliate;
- 3 Trustees representing the Board.

The Director of Education shall be a non-voting member of the committee and act as chairperson and secretary for meetings of the committee.

- 2) It shall be the responsibility of the Grievance Committee to examine the submission of the grievor, examine the relevant clause(s) of the collective agreement, examine any documents related to the grievance and endeavour to recommend a resolution to the grievance. A recommendation(s) of the Grievance Committee shall be determined by simple majority vote of the voting members by secret ballot.
- 3) The failure of either party to process a grievance in compliance with the time limits shall result in the grievance being deemed settled in favour of the party not in default. Should both parties be in default, the grievance shall be deemed to have been abandoned. The date of registration of a registered letter, the post-mark on first class mail or the date of hand delivery shall be deemed to be the date of any submission or decision.
- 4) Where grievance mediation is requested under Step 3 of the Grievance Committee Stage, the costs shall be shared equally by the Board and the Branch Affiliate.
- 5) Where arbitration is undertaken under Step 4, each party shall bear the expenses of its own appointees and its witnesses. The expenses of the Chairperson of an Arbitration shall be shared equally by the Board and the Branch Affiliate. No costs of any arbitration shall be awarded to or against either party.
- 6) The Statement of dispute and the Statement of Grievance shall be on a form prepared jointly by the Branch Affiliate President and the Director of Education.

ARTICLE XIV - WORKING CONDITIONS

14:01 Redundancy/Surplus/Tenure

1) Definitions

- a) Surplus Teacher - A teacher who, after the staffing needs of a particular school have been determined by the Board, is surplus to a school.
- b) Redundant Teacher - A teacher who, after the staffing needs of the school system have been determined by the Board, is surplus to the school system.
- c) Tenure - A teacher, who is a member of the Branch Affiliate, shall be Considered to have tenure when he/she has been granted a permanent contract.
- d) Non-Tenured Teacher - A teacher, who is a member of the Branch Affiliate, holding a probationary contract.
- e) Part-Time Teachers - Teachers, who are members of the Branch Affiliate holding a permanent contract and whose assignment is less than full-time and whose position becomes redundant, shall relinquish tenure if they reject assignment to any available full or part-time position.
- f) Continuous Experience - For the purposes of determining seniority, continuous experience begins with the first probationary contract with the board and is broken when a teacher resigns or the board terminates a contract and there is an intervening period of non-employment with the board.

2) General Application

- a) In general the principle shall be, in assuming the responsibility of assigning teachers, the Board shall:
 - i) Take into account the subject, programme and responsibility needs of the school system under its jurisdiction.
 - ii) Take into account the particular characteristics of the schools and classes under its jurisdiction.
 - iii) Take into account the qualifications and aptitudes of the teachers in the employ of the Board.
- b) The Board may declare individual teachers ineligible for redundancy because of the special nature of the subject, programme or responsibility of their assignment. Members of religious orders may be declared ineligible for redundancy. The Director of Education shall consult with the President of the Branch Affiliate before any recommendations are made to the Board.
- c) It is assumed throughout, that the specific surplus of teachers is caused by:
 - i) Declining enrolment.
 - ii) Termination of a particular programme of Instruction.
 - iii) The need for financial restraint.
- d) Since teachers are employed to teach for the Board, and not in a particular school, in the event that the Board has a surplus of staff in any one school, the transfer clause (14:04) shall be waived and an attempt will be made to place such teachers in available positions.

- e) Tenured teachers, released under clause 14:01 shall be given priority recall upon application, for any available teaching position, for which they qualify, with the Board. Teachers will be recalled in the reverse order of release.

3) Declaration of Redundancy:

Where it is determined by the Board, on or before May 1st, under the terms of this agreement, that there may be a surplus of teachers to the system, the following steps will be taken :

- a) A notice shall be sent within 7 days, to the Branch Affiliate President and to teachers who may be redundant.
- b) Teachers holding probationary contracts, who do not have tenure under this agreement, shall be the first group considered for termination of contracts.
- c) If the Board still experiences a surplus of teachers to the system after all of those teachers on probationary contracts have been considered, teachers holding permanent contracts will be considered for termination using the Order of Criteria for Determining Redundant teachers.

4) Order of Criteria for Determining Redundant Teachers

The teacher(s) must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or programme for the available positions.

- a) The first criterion is continuous experience with the Bruce-Grey R.C.S.S. Board and its immediate predecessor Boards.
- b) Where continuous experience with the Board is equal, total teaching experience recognized for salary purposes will be the deciding factor.
- c) Where total teaching experience recognized for salary purposes is equal, a determination will be made based upon qualifications applicable to program needs.
- d) Where total teaching experience recognized for salary purposes is equal, total recognized experience, including related experience, will be the deciding factor.
- e) Where it is determined that all factors are equal, a determination will be made by lot, conducted by both parties to this agreement.

5) Staff Information List

The Director of Education shall prepare and make available to the Branch Affiliate President, and each teacher, a list which will include a seniority list of tenured teachers and a list of non-tenured teachers.

14:02 Professional Development Committee/Fund

- a) Committee Membership
 - i) The branch affiliate president shall appoint two elementary and two secondary teachers to the committee.
 - ii) The Director of Education shall appoint 4 persons to the committee.
- b) A joint professional development fund will be established as follows:
 - i) The board shall budget an annual amount for the committee in consultation with the Branch Affiliate Executive.
 - ii) The branch affiliate shall provide 33% of the amount budgeted by the board.

- c) It is the responsibility of the committee to conduct periodic staff professional development needs assessments, manage the professional development fund and co-ordinate the professional activity submissions which are presented to the committee.

14:03 Personnel Files

- a) Teachers have the right to review the contents of personnel files and they shall have the right to make copies of any report contained therein.
- b) Three years after an unsatisfactory report has been made on a teacher, it will be removed from the teacher's personnel file on written request, provided the teacher has improved in the area(s) of weakness indicated. The Director shall confirm in writing, that the reports have been removed from the teachers personnel file.

14:04 Transfers

- 1) If a transfer occurs during the school year at the request of the Board :
- a) Teachers may be transferred by mutual agreement.
- b) The Teacher shall be notified in writing ten (10) school days before the proposed transfer except in case of emergency.
- c) The teacher shall be granted a number of days leave of absence with pay, in which to relocate himself/herself. The number of days in question shall be determined by the Board in consultation with the teacher.
- 2) If a transfer is to occur at the end of the school year at the request of the Board :
- a) A Permanent Contract teacher shall be notified in writing on or before May 1, of the year in which a transfer is to take place.
- b) A reasonable transfer from one school to the new school shall not involve more than 32 kilometers one way.
- c) Teachers may be transferred by mutual agreement.
- d) Moving Expenses
- i) Moving expenses shall be defined as those expenses charged by mover to move a teacher's personal and household effects from one place of residence to a new place of residence.
- ii) A teacher shall be paid for moving expenses incurred when a transfer requested by the Board exceeds the distance specified in Article 14:04 2(b) above and the teacher moves within 2 years of the transfer.
- iii) The Board reserves the right to engage the service of a mover of its choice, to relocate the teacher after receiving a minimum of two quotations.
- 3) Posting and Requests
- a) All vacancies as of May 1st shall be posted at each school. Teachers applying for the posted vacancy shall apply in writing within 5 days of the posting.
- b) Teachers requesting a transfer shall apply in writing on the official application form to the Director, by April 1st. for a transfer and shall inform the Principal of his/her request.

14:05 Alternative Employment Plans (A.E.P.)

1) Definition

Alternative Employment Plans are proposals submitted and approved under this clause which involve the individual teacher in an employment programme where the teacher.

- a) Works less than full-time in a job-sharing situation.
- b) Works full-time but receives less than full-time salary in order to make provision for a paid leave of absence.

2) Eligibility

- a) A.E.P. proposals may be submitted by any individual teacher who is under permanent contract to the Board and who has a minimum of 3 years of continuous experience with the Board.
- b) No proposal under this plan will be considered where the teacher applicant is already involved in, and has not fulfilled all of the requirements of a previous leave plan and/or A.E. Plan.

3) Application

- a) Individuals interested in A.E.P. shall make written application to the Director of Education on or before February 1st of any school year.
- b) Written applications shall outline the type of A.E.P. programme the teacher wishes to participate in and the general proposed provisions of the proposal.

4) Definitions

- a) Deferred Salary Plan is a plan whereby a teacher chooses to work for less than their regular salary in order to make provision for a paid leave of absence.
- b) Job-Sharing is defined as outlined in the regulations under the Teachers' Superannuation Act.

5) Approval

- a) Approval of proposed agreements for Alternative Employment Plans shall rest solely with the Board.
- b) Where a proposed agreement is acceptable to the individual and approved by the Board, it shall be signed by each party to the agreement; that is, the individual and the Board, and implemented in accordance with this clause and the provisions of the agreement.
- c) Any concerns or issues arising from A.E.P. proposals shall be referred to the Board/Branch Affiliate Liaison Committee under Article XII.

14:06 The Board will supply adequate secretarial assistance for each school in accordance with Board Policy and/or at the discretion of the Board.

14:07 All positions of responsibility which are vacant, any new positions of responsibility and term appointments when applicable, shall be advertised within the system prior to external advertising.

14:08 Noon Hour

- a) The scheduled noon lunch break and eating period shall comply with the Education Act, the Employment Standards Act and the Regulations thereunder.
- b) Notwithstanding (a) above, a principal and his/her staff may schedule and arrange the noon hour in a manner which is agreed upon by the school staff.

14:09 Administration of Medication to Students

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

14:10 Tax/School Support

Adherence to the philosophy of Catholic Education imposes the obligation on teachers in the Catholic school system to direct their school taxes to the support of that school system unless they are prevented from so doing by law or extenuating circumstances.

IN WITNESS THEREOF the Board and the Branch Affiliate have caused this Agreement to be signed in their respective names by their respective officers subject to ratification by the Board and the Branch Affiliate.

DATE this 26th day of June 1986.

The Bruce-Grey County R.C.S.S. Board per :

Leonard Kelly
Chairman of the Board

[Signature]
Secretary

The Branch Affiliate per :

[Signature]
Branch Affiliate President (O.E.C.Y.A.)

[Signature]
Negotiating Chairperson

LETTER OF UNDERSTANDING

Itinerant Co-operative Education Resource teacher

In each year for which the board receives the Co-operative Education Incentive Grant from the Ministry of Education, the board will pay an allowance of 2% of the Individual's category placement to the teacher appointed to this position.

Rationale

The present grant is an incentive grant for a temporary 3 year period from 1986 to 1989. It is subject to renewal each year.

Date 1986 / 06 / 26
Year Month Day

Signatures

Leonard Bellis
Chairperson of the Board

[Signature]
President, Branch Affiliate

LETTER OF INTENT

I. Employee Benefits

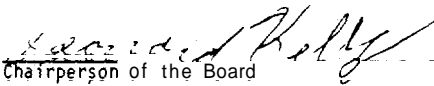
- a) It is the intent of the Board to refer the following matters to the Board/
Branch Affiliate Liaison Committee:
 - i) Dental Plan (review plan)
 - ii) Long Term Disability Plan (review plan and administration)
 - iii) Wage-Loss Replacement Plan (plan a new charitable foundation)
 - iv) Extended Health Plan
- b) The Board will engage the services of a private employee benefit consultant to prepare a report which shall be made available to the Branch Affiliate.
- c) The Liaison Committee shall review and study the items outlined in #1 and the report in #2 and report its findings to the Board and Branch Affiliate negotiating teams for the 1987-88 negotiations.

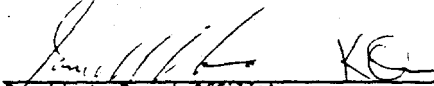
2. Supervision of teachers

- a) It is the intent of the Board to establish a "Supervision of Teachers Review Committee" with representation as follows :
 - i) Board representatives - 5
 - ii) Affiliate representatives - 5
 - iii) Principals' Representatives - 2
- b) The committee will have the responsibility to
 - i) Review the present "Teacher Supervisory Programme Manual"
 - ii) Consider the proposals put forward by the Affiliate during these 1986 negotiations.
 - iii) Prepare amendments to the "Teacher Supervisory Programme Manual" and recommend the revised manual to the Board.

Date 1986 / 06 / 26
Year Month Day

Signatures


Chairperson of the Board

 KE
President Branch Affiliate