2008 - 2012 AGREEMENT

BETWEEN

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

AND

THE UNIT OF O.E.C.T.A. representing Elementary Teachers employed by The Huron-Perth Catholic District School Board

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2008-2012 COLLECTIVE AGREEMENT between THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD (hereinafter called "The Board")

AND

THE UNIT OF O.E.C.T.A. representing the Elementary Teachers employed by the Huron-Perth Catholic District School Board (hereinafter called "The Teachers")

PREAMBLE:

The common goal of the Board and Teachers is to provide the best possible Catholic educational service for the Catholic school children of the Huron-Perth Counties: to achieve that common goal it is essential that the Board and Teachers maintain the harmonious relationship which exists between them.

The Teachers and the Board agree that the viability of the system depends wholly on the continuation of commitment to the values of Catholic Education, and expect therefore, that Teachers employed by the Board will direct their property taxes to the support of Catholic Schools, except where prohibited by law to do so.

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

ARTICLE I: DEFINITIONS

- 1.01 a) The term "Teacher" shall include those definitions as contained in The Education Act and the Regulations.
 - b) The term "Director" shall be deemed to include his/her "designate" for the purpose of this Collective Agreement unless specified otherwise in an individual article.
 - c) "Principal" means a teacher appointed by the Board to perform in respect of a school the duties of a principal under the Education Act and the regulations.
 - d) "Vice-Principal" means a teacher appointed by the Board to perform in respect of a school the duties of a vice-principal, in

accordance with the regulations under the Education Act.

- e) "Co-ordinator" means a teacher appointed by the Board, in accordance with the regulations under the Education Act, to supervise or co-ordinate the subjects or programs as approved by the Board.
- f) "Consultant" means a teacher appointed by the Board, in accordance with the regulations under the Education Act, to act as a consultant for the teachers of the subjects or programs as approved by the Board.

ARTICLE II: RECOGNITION

- 2.01 The Board shall recognize O.E.C.T.A. as the sole negotiating agent for the Teachers.
- 2.02 The terms of this Agreement shall apply to all Teachers unless specifically stated otherwise.
- 2.03 The Board shall recognize the right of the Teachers to authorize the Ontario English Catholic Teachers' Association, legal counsel or agent to represent the Teachers and/or negotiate on their behalf.
- 2.04 The Teachers shall recognize the right of the Board to utilize the services of the Ontario Catholic School Trustees Association, legal counsel or agent to represent the Board and/or negotiate on its behalf.

ARTICLE III: MANAGEMENT RIGHTS AND TEACHER RIGHTS

3.01 Management Rights

- a) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of The Labour Relations Act, The Education Act, The Constitution Act of 1867 and the regulations of the Ministry of Education.
- i) Every provision of this agreement shall be construed in such a way as to enhance and to give full effect to the denominational rights of Roman Catholic separate school supporters and the Board under section 93 of the Constitution Act, 1867.

Nothing in this collective agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholic separate school supporters and the Board under section 93 of the Constitution Act, 1867.

3.02 Teacher Rights

- a) The teachers employed by the Board have all rights and privileges granted by this agreement and by applicable Federal and Provincial Acts and regulations.
- b) i) No teacher shall have a disciplinary notation entered on his/her file, be suspended, be dismissed or be demoted without just cause.
 - ii) No Teacher shall be transferred for disciplinary reasons.
 - iii) For reasons other than redundancy, the Board shall provide the teacher with 20 teaching days written notice of termination of employment or payment of 20 teaching days in lieu of such notice. The reason for termination shall be provided, in writing, to the teacher by the Board.
 - iv) The reason for termination shall be sent by registered letter to the teacher's last known address or via hand delivery by the Director of Education or designate.
 - v) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article XIV and Article XV of the collective agreement.
- c) i) If a teacher is the subject of an investigation by the College of Teachers, no punitive action will be taken upon said teacher by the Board during the investigation. At the request of the teacher, any notice thereof from the College of Teachers shall be removed from the teacher's personnel file once the teacher has been exonerated.
 - Notwithstanding any determination by the College of Teachers, any action against the teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.
- d) No member of the bargaining unit shall perform the duties of the administrator (principal, vice-principal, etc.) for any period of time

except under the terms of article 8.02 (<u>Teacher Designate</u>) and 8.03 (Acting Administrator).

e) No member of the bargaining unit shall evaluate another member of the Association at any time.

ARTICLE IV: NEGOTIATIONS DATA

- 4.01 a) The Board shall make available to the authorized Teachers' representatives, upon request, a list of qualifications, experience and total salary for each Teacher including a costing of the end-rate grid as well as a statement of the number of participants in single or family coverage in each of the benefit plans offered by the Board, the current Master Benefits Policy, current Board benefits premium rates, the Benefits' Consultant's renewal report, and the annual financial statement issued by the benefits provider.
 - b) It is understood and agreed that the Board will make available the information requested in Article 4.01 a) subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, 1989.

ARTICLE V: COMMITTEES

5.01 Meeting Times and Place

Meetings for the following committees will be held at the Board Office outside of the regular school day unless determined otherwise by the Director of Education or designate: Employment Equity, Benefits, Employee Assistance and Cooperative Communication. These meetings shall be scheduled, as the need arises, when there are sufficient agenda items to warrant a meeting or if either party requests a meeting.

5.02 Cooperative Communications Committee

A Teachers' Cooperative Communications Committee and a Board's Cooperative Communications Committee shall be established.

- a) The Board's committee shall be comprised of three members appointed by the Board.
- b) The Teachers' committee shall be established jointly by the teachers of the Huron-Perth Elementary Unit and the Huron-Perth Secondary Unit. The Executive of the Elementary Unit shall appoint two (2) of their members to serve on this committee.
- c) Notwithstanding Article 5.03 b), a Teachers' committee composed of three Elementary Teachers appointed by the Executive of the

Elementary Unit may meet jointly with the Board's Committee to discuss any topic of interest that relates exclusively to the Elementary panel.

- d) The committees shall meet jointly as the need arises. Meetings may be cancelled by mutual agreement.
- e) The committees may make joint or separate recommendations which will be presented by the Board's Committee to the Board for its consideration. These recommendations will likewise be presented by the Teachers' Committee to the Huron-Perth O.E.C.T.A. Unit representing the Elementary Teachers for their consideration.
- f) The Board shall provide secretarial assistance and minutes for each meeting.
- g) The committee shall not negotiate any terms or conditions of employment.
- h) Any topic of interest to either committee may be placed on the agenda by providing notification two weeks prior to a meeting to the administrative contact assigned by the Board to serve as secretary.
- 5.03 i) Notwithstanding Article 5.03 c) the Huron-Perth Elementary Unit shall appoint four (4) members to the committee when discussing workload concerns.

5.04 <u>HEALTH AND SAFETY COMMITTEE</u>

- a) As per Board Policy 3A:3. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Elementary Unit provided that such approval is not unreasonably withheld.
- b) Teachers who serve on the Joint Health and Safety Committee as well as teachers who are appointed as the health and safety officer within the school shall be permitted to carry out their duties during regular school hours.
- c) Teachers who are absent from their regular duties to perform health and safety related duties shall have their classes covered by an occasional teacher.
- 5.05 When the Board request OECTA Elementary representation on

Curriculum committees or a Board sponsored committee and these meetings and meetings referred to in Article 5.01 and Articles 5.04 are held during the instructional day, as determined by the Director of Education/designate or pertinent legislation, occasional teachers shall be employed to cover teachers' release time from classroom instruction when necessary. The Occasional Teachers salary shall be the Board's responsibility. This article is not applicable to Teacher/Board negotiations, mediation, arbitration and/or federation related activities.

5.06 When Elementary Teacher representation is requested by the Board on any Board Committee, the committee shall include a representative appointed by the Executive of the Elementary Unit.

5.07 <u>Joint Staffing Committee</u>

- (a) There shall be established a Joint Staffing Committee (the "Committee") composed of three (3) representatives appointed by the Association and three (3) representatives appointed by the Board. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chairperson.
- (b) The terms of reference of the Committee shall include, but not be limited to, the following:
 - to review and discuss all matters related to elementary school staffing and make recommendations regarding:

the staffing model;

class size:

workload issues:

the master schedule:

the implementation of new programs and initiatives; and other issues as agreed to by the parties; and

- ii) to receive staffing status reports from Local School Staffing Advisory Committees (LSSAC).
- (d) The Board shall provide the Association with up-to-date staffing information upon request.
- (e) Once the Committee is established, it shall be convened not later than October 10 in each school year. Thereafter the Committee shall meet four (4) times annually, unless otherwise agreed to by the parties.
- (f) The Committee shall meet during the school day. The Board shall pay the occasional teachers costs, where required, for two (2) of the Association representatives to the Committee.

5.08 PROFESSIONAL DEVELOPMENT COMMITTEE

The Board and the Association are committed to the continuous development of a Catholic Professional Learning Community in each of the schools of the Board and system-wide, and, to that end are committed to fostering an atmosphere within each of the schools and system-wide that promotes a focus on learning, collegiality, respect for professionalism, continuous learning, collective inquiry into best practices, innovation and experimentation, all in order to improve teaching and student learning.

The Board and the Union agree that professional learning is jobembedded, and informed by research, done in partnership with colleagues and is to be informed by the Teachers' Annual Learning Plan. Therefore:

- There shall be established a Joint Professional Development Committee composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chairperson.
- b) The Joint Professional Development Committee shall:
 - Address ways in which funds generated by the allocation in the Grants for Student Needs to enhance professional learning opportunities for teachers will be used;
 - ii) promote best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation;
 - iii) oversee that professional activities for teachers during Professional Activity Days are consistent with the learning goals identified in the Teacher's Annual Learning Plans; and
 - iv) provide advice and assistance to Board staff who are assigned responsibility for providing professional development to teachers and planning for such activities.
- c) Additional terms of reference may be agreed to by the parties.
- d) The parties shall meet at least three (3) times per year.
- e) The Committee shall meet during the school day. The Board shall pay the occasional teachers costs, where required, for two (2) of the Association representatives to the Joint Professional Development Committee.

ARTICLE VI: DURATION

- 6.01 a) This Collective Agreement and all its Articles in it shall have effect from September 1, 2008, until midnight, August 31, 2012.
 - b) Either Party desiring to propose changes to this Agreement shall, by April 15 immediately prior to the end of this agreement, give notice in writing to the other Party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement, unless mutually agreed to otherwise by both parties.
 - c) There shall be no strike or lock-out, as defined in the Labour Relations Act, during the term of this agreement or any renewal of this agreement.
- 6.02 The Elementary Bargaining Unit shall be allotted release days for four (4) teachers, paid by the Board for up to three (3) full-days, for the purpose of negotiating a renewal of this Collective Agreement.

ARTICLE VII: PLACEMENT

- 7.01 Category definitions shall be those established by the Qualifications Evaluation Council of Ontario (QECO) Program V.
- 7.02 a) All teaching experience subsequent to graduation from Ontario Teachers' Colleges, and Colleges of Education or their recognized equivalent, will be recognized in full.
 - b) All teaching experience on a teaching certificate for which the Ministry of Education or the Ontario College of Teachers issues a Letter of Standing will be recognized in full.
 - c) All partial years of experience on a teaching certificate, recognized for pension purposes, will be recognized for salary purposes when the Teacher has accumulated a full year of teaching experience. When the year of experience referred to is reached on or before the 15th of the month, the adjustment in salary will be effective on the 1st day of that month. When the year of experience referred to is reached after the 15th of the month, the adjustment in salary will be effective on the 1st of the month following. Where the Board and a teacher disagree as to teaching experience, it is understood that the method of calculation for days, months, and years for the purpose of this article will be the calculation made by the Teachers' Pension Plan.

d) Effective September 1, 2008, experience gained as a part-time teacher with the Board or its predecessor(s) board(s) shall be granted on the basis of one (1) year per year assigned to a full-time-equivalent position of 50% or more and a one-half (1/2) year per year assigned to a full-time-equivalent position of less than 50%.

Experience recognized prior to September 1, 2008 shall continue to be recognized.

e) Allowances for related experience in industrial and commercial life shall be credited for placement on the salary grid.

Related experience is defined as wage earning experience in a technical field in business, industry or commerce or other related experience acceptable to the Director or designate, where the skills and knowledge required to perform the work are directly related to the courses taught. It shall not include experience in an apprenticeship program or any training program.

Equivalent experience is teaching experience as a member of a faculty of an accredited community college or university in Canada.

Related and Equivalent Experience shall be equated to Teacher experience on the grid such that one (1) full year of Related or Equivalent Experience equals up to a maximum of one (1) year on the grid to a total of ten (10) years limited by the maximum of the appropriate salary level.

Related Experience or Equivalent Experience will be considered for those who apply in writing to the Director of Education or designate within six (6) weeks of the commencement of employment.

When the request for Related or Equivalent experience is made, the Teacher shall provide the Director of Education or designate with supporting documentation that will substantiate the claim.

Upon review of the documentation, the Director or designate will determine if the request for Related or Equivalent Experience is directly related to the subject(s) for which the Teacher holds qualifications and is hired to teach and will, if substantiated, determine the years/months of experience to be granted to the Teacher. The Teacher shall be notified six (6) weeks after the request has been made.

Related and Equivalent Experience as of August 31, 2008 for Teachers employed at that date shall continue to be recognized.

- 7.03 a) No Permanent or Probationary Teacher with the Board for the period September 2008 through August 2012 will suffer the loss of gross salary and allowances received during the previous school year because of any clause or article in this Agreement except when the responsibility for which an allowance is paid is reduced or removed, in which case the Teacher shall be notified in writing by May 1 of the school year prior to the allowance changes.
 - b) All teachers will be paid according to their positions on the Salary Schedule as determined by their QECO V certification, experience, allowances for responsibility and percentage time of their employment with the Board.
 - c) i) It will be the responsibility of the Teacher to present to the Director, the Teaching Certificate issued by the Ontario College of Teachers, QECO V Certificate along with evidence of special qualifications and years of teaching experience or related work experience to qualify for placement on the current Salary Schedule.
 - ii) When a course or courses which result in a category change have been completed before September 1, and when relevant documents are submitted to the Board on or before December 31, the salary adjustment shall be retroactive to September 1. If the documents are not available for submission to the Board prior to December 31, the salary adjustment shall be retroactive to September 1 provided notification is made prior to December 31 of the teacher's intention to submit said documents. Retroactive pay shall only be paid following the Director's receipt of the required documents.
 - iii) When a course or courses have been completed between September 1 and December 31 and when relevant documents are submitted to the Board on or before April 30, the salary adjustment shall be retroactive to January 1. If the documents are not available for submission to the Board prior to April 30, the salary adjustment shall be retroactive to January 1 provided notification is made prior to April 30 of the teacher's intention to submit the said documents. Retroactive pay shall only be paid following the Director's receipt of the required documents.

ARTICLE VIII: SALARY SCHEDULE AND ALLOWANCES

8.01 a) Salary Schedule

September 1, 2008 to August 31, 2009

YEAR	A0	A1	A2	A3	A4
0	\$39,381	\$40,395	\$42,948	\$45,805	\$48,917
1	\$41,735	\$42,812	\$45,494	\$48,760	\$52,055
2	\$44,079	\$45,213	\$48,037	\$51,694	\$55,192
3	\$46,426	\$47,619	\$50,567	\$54,648	\$58,333
4	\$48,778	\$50,034	\$53,127	\$57,588	\$61,478
5	\$51,125	\$52,445	\$55,665	\$60,537	\$64,613
6	\$53,476	\$54,865	\$58,230	\$63,488	\$67,752
7	\$55,067	\$56,506	\$60,008	\$65,670	\$70,137
8	\$57,415	\$58,916	\$62,553	\$68,609	\$73,268
9	\$59,768	\$61,324	\$65,097	\$71,556	\$76,422
10	\$62,114	\$63,738	\$67,648	\$74,493	\$79,566
11	\$67,582	\$69,316	\$73,498	\$81,154	\$86,597

September 1, 2009 to August 31, 2010

YEAR	A0	A1	A2	A3	A4
0	\$40,562	\$41,607	\$44,236	\$47,179	\$50,385
1	\$42,987	\$44,096	\$46,859	\$50,223	\$53,617
2	\$45,401	\$46,569	\$49,478	\$53,245	\$56,848
3	\$47,819	\$49,048	\$52,084	\$56,287	\$60,083
4	\$50,241	\$51,535	\$54,721	\$59,316	\$63,322
5	\$52,659	\$54,018	\$57,335	\$62,353	\$66,551
6	\$55,080	\$56,511	\$59,977	\$65,393	\$69,785
7	\$56,719	\$58,201	\$61,808	\$67,640	\$72,241
8	\$59,137	\$60,683	\$64,430	\$70,667	\$75,466
9	\$61,561	\$63,164	\$67,050	\$73,703	\$78,715
10	\$63,977	\$65,650	\$69,677	\$76,728	\$81,953
11	\$69,609	\$71,395	\$75,703	\$83,589	\$89,195

September 1, 2010 to August 31, 2011

YEAR	A0	A1	A2	A3	A4
0	\$41,779	\$42,855	\$45,563	\$48,594	\$51,897
1	\$44,277	\$45,419	\$48,265	\$51,730	\$55,226
2	\$46,763	\$47,966	\$50,962	\$54,842	\$58,553
3	\$49,254	\$50,519	\$53,647	\$57,976	\$61,885
4	\$51,748	\$53,081	\$56,363	\$61,095	\$65,222
5	\$54,239	\$55,639	\$59,055	\$64,224	\$68,548
6	\$56,732	\$58,206	\$61,776	\$67,355	\$71,879
7	\$58,421	\$59,947	\$63,662	\$69,669	\$74,408
8	\$60,911	\$62,503	\$66,363	\$72,787	\$77,730
9	\$63,408	\$65,059	\$69,062	\$75,914	\$81,076
10	\$65,896	\$67,620	\$71,767	\$79,030	\$84,412
11	\$71,697	\$73,537	\$77,974	\$86,097	\$91,871

September 1, 2011 to August 31, 2012

YEAR	A0	A1	A2	A3	A4
0	\$43,032	\$44,141	\$46,930	\$50,052	\$53,454
1	\$45,605	\$46,782	\$49,713	\$53,282	\$56,883
2	\$48,166	\$49,405	\$52,491	\$56,487	\$60,310
3	\$50,732	\$52,035	\$55,256	\$59,715	\$63,742
4	\$53,300	\$54,673	\$58,054	\$62,928	\$67,179
5	\$55,866	\$57,308	\$60,827	\$66,151	\$70,604
6	\$58,434	\$59,952	\$63,629	\$69,376	\$74,035
7	\$60,174	\$61,745	\$65,572	\$71,759	\$76,640
8	\$62,738	\$64,378	\$68,354	\$74,971	\$80,062
9	\$65,310	\$67,011	\$71,134	\$78,191	\$83,508
10	\$67,873	\$69,649	\$73,920	\$81,401	\$86,944
11	\$73,848	\$75,743	\$80,313	\$88,680	\$94,627

- b) It is understood that the Teacher Pay Equity Plan places a teacher in Level "A0" for salary purposes when the QECO certification rates the teacher in Levels "D", "C", or "B".
- c) The Board will deduct O.E.C.T.A. fees in 26 equal instalments in the pay period provided the scale of rates for the year is received no later than August 15 prior to the school year commencing September. In the event that the rate has not been received by that date, the rate in effect for the previous school year will be used and adjusted retroactively when the new rates become available.
- d) The Board shall deduct the College of Teachers Fee in four equal deductions commencing in January of each school year for each teacher in the employ of the Board.
- e) Teachers shall be paid in twenty-six (26) equal instalments, September to December (9), January to August (17) by direct bank deposit, commencing on the first teaching Friday in the school year and every second Friday thereafter until such time as the total annual salary has been paid.
 - f) Notwithstanding the payment plan set out in 8.01 f), a Teacher may request and the Board shall pay the balance of the annual salary with the last pay period in the month of June. The Board will enclose with the Teacher's first pay slip in May, a request form for direction in this regard, which must be completed and returned within ten (10) school days if selecting this option.
- g) A Teacher employed for less than a full school year shall receive proportionate wages, calculated on a daily basis, upon the following formula:

days worked by the teacher
-----X teacher's annual salary
school days in the school year

- h) On or before October 31, the Board will provide to each teacher a notice(s) setting forth the following:
 - -Credit for teaching experience
 - -Category classification
 - -Salary and allowances
 - -A listing of the benefits the member has selected
 - -Glossary of codes on pay statements

8.02 Designate Teacher

- a) The parties recognize that from time to time school administrators (Principal/Vice-Principal) may be absent temporarily from their duties. To accommodate these situations, a teacher(s) may be designated as a "Teacher Designate" at a school.
- b) No teacher shall be assigned as Teacher Designate without his/her consent.
- c) A Teacher Designate will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.
- d) The Teacher Designate shall receive an annual allowance equal to 1% of the maximum of A-4 grid rate. In addition, the Teacher Designate shall receive a per diem allowance for each day over 20 days the Principal is absent for a half-day or more as follows:

2008-09	\$25.00 per half-day
2009-10	\$25.75 per half-day
2010-11	\$26.53 per half-day
2011-12	\$27.32 per half-day

In the event of the absence of the Teacher Designate, the Principal shall designate a Teacher (with his/her consent) to replace the Teacher Designate for no less than a half-day period. Such a Teacher shall receive the per diem allowance as outlined above.

- e) The Teacher Designate shall not participate in the evaluation or discipline any other Board employee.
- f) The Teacher Designate shall be provided with the emergency contact

numbers of the Principal, Vice-Principal and superintendent. The Teacher Designate shall be informed of which administrator is available through his/her contact number while there is no administrator in the school.

- g) The services of a Teacher Designate may only be called upon when there are no school administrators present in the school.
- h) After the first assignment (half-day to a full-day) within the same week, the Teacher Designate will be replaced by an occasional teacher for any subsequent half-day to full-day assignment in that week. Notwithstanding this article, the Principal may replace the Teacher Designate with an occasional teacher for any assignment.
- The Teacher Designate shall be given notice as far in advance as possible when he/she will be specifically assigned.
- j) Teacher Designates shall receive at least one-half (1/2) day of inservice on a school day no later than September 30th.

8.03 Acting Administrator

- a) The Board may assign to a teacher the duties of an administrator (Principal) for a temporary period of time not to exceed ten (10) teaching months.
- b) No teacher shall be assigned without his/her consent.
- c) Acceptance by the teacher of such duties on a temporary basis shall not interrupt the teacher's accumulation of seniority rights or credit for experience under the provision of this agreement or his/her membership on the local Unit of the OECTA.
- d) All provisions of this collective agreement shall apply to the teacher during the term of assignment.
- e) The assigned teacher shall not perform the evaluation of teachers under his/her supervision during the temporary assignment.
- f) The assigned teacher shall be paid 95% of a Principal's salary, prorated should the term of responsibility be for less than a full school year.
- g) The assigned teacher shall be replaced by an occasional teacher for the duration of the assignment.

8.04 Term Appointment of Consultants and Responsibility Allowance

- a) Consultants may be appointed by the Board for a term of up to three (3) years and may, subject to the approval of the Director, be renewable for up to three (3) years at a time.
- b) Consultants will be paid a responsibility allowance of 11% of A4 maximum.

8.05 Coordinators' Responsibility Allowance

- a) Coordinators may be appointed by the Board for a term of up to three (3) years and may, subject to the approval of the Director, be renewable for up to three (3) years at a time.
- b) Coordinators will be paid a responsibility allowance of 20% of A4 maximum.

8.06 <u>Allowances for Additional Qualifications</u>

- commencing September, 1989, the Board will pay a Teacher presently in Category A4 who earns a Specialist or Honour Specialist Certificate, Principals' Certificate, Masters' Degree, or Doctorate Degree recognized by QECO which has not been used to determine Category placement in A4, a one-time allowance as follows:
 - i) Specialist or Honour Specialist or Principals' Certificate:

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September 1, 2008 $515
September 1, 2009 $530
September 1, 2010 $546
September 1, 2011 $563
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ii) Masters' Degree

September 1, 2008 \$1,030 September 1, 2009 \$1,061 September 1, 2010 \$1,093 September 1, 2011 \$1,126

iii) Doctorate Degree

September 1, 2008 \$1,545 September 1, 2009 \$1,591 September 1, 2010 \$1,639

September 1, 2011 \$1,688

- b) It is the responsibility of the teacher to provide to the Director evaluation by QECO to qualify for these allowances.
- c) Prerequisite courses required for entry into the Specialist or Honours Specialist course may not have been used to determine Category placement in A4 for the purpose of this article.
- d) As an alternative to this allowance upon the request by the teacher, a Professional Development Credit in the same amount may be assigned to the teacher for use upon submission of expenses.

8.07 <u>Obtaining Occasional Teachers</u>

A teacher who will require an Occasional Teacher replacement is only required to enter his/her absence in Smartfind Express or notify the principal or his/her designate.

8.08 Travel Allowance

Teachers required to use their own private transportation for school activities, upon prior authorization by the Director, will be paid in accordance with Board policy, which may be amended from time to time.

8.09 The Board will assist teachers with the Religion Education Part I tuition by payroll deductions for up to one year.

ARTICLE IX: BENEFIT PLANS

9.01 Definitions:

- a) Full Time Employee means a probationary or permanent employee whose employment at September 1 each year is equal to or greater than 45% of a full-time teaching position, and
- b) Part-time Employee means a probationary or permanent employee whose employment at September 1 each year is less than 45% of a full-time teaching position.
- c) Dependent means an employee's spouse and unmarried children, excluding any of the following:
 - any person residing outside of Canada or the United States
 - any child who has attained age 21

A child up to age 25 is considered a dependent if he/she is in full-time attendance at a bona fide diploma or degree granting

institution.

- d) Eligible Employee means a permanent full-time or permanent part-time Teacher who has not filed with the Board evidence of coverage as provided by spouse, or other exemption certificate.
- e) For the purposes of Group Life Insurance benefit Age 65 means an employee's 65th birthday.
- 9.02 <u>Semi-Private Hospital Insurance</u> unlimited covers the difference between ward and semi-private.

Semi-Private Hospital Insurance is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at

- a) 90% for a full-time employee, and
- b) 40% for a part-time employee.
- 9.03 An extended Health Care plan including a Hearing Aid provision of \$500/24 months and a Vision Care provision (including payment for eye exams that are not covered by OHIP) of \$300/24 months is provided and is a condition of employment for all eligible employees. The total yearly maximum payable per person for professional services as outlined by the insurer being that of a psychologist, speech therapist, podiatrist, osteopath, naturopath, registered massage therapist, chiropractor, and/or physiotherapist shall be \$450.00 for each type of professional practitioner. The limit per visit established in the plan shall be \$30 per visit. The Board will participate in the cost of single or family coverage as requested by the employee at:
 - a) 90% for a full-time employee, and
 - b) 45% for a part-time employee.
- 9.04 <u>Dental Insurance Plan</u> (Plan No. 9 (basic and comprehensive coverage) with Riders 2, 3 and 4 to a maximum of \$2,000 per family member Current ODA Fee schedule, less two years)

A Dental Insurance plan is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at

- a) 90% for a full-time employee, and
- b) 45% for a part-time employee.

Note: "Current O.D.A." means "at September" of the contract year.

9.05 Deluxe Travel Insurance (Emergency Travel Assistance)

A Deluxe Travel Assistance Program (out of country) is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at:

- a) 90% for a full-time employee, and
- b) 45% for a part-time employee.

9.06 <u>Group Life Insurance</u> (OTIP or equivalent)

- i) A Group Life Insurance Plan is provided and is a condition of employment to the extent of 2X earnings to the nearest 1,000 including AD & D for full-time and part-time employees with 80% of the premium paid by the Board. A teacher may elect for an additional 1 X earning with the additional premium paid by the teacher.
- ii) Dependents' Life is made available in the amount of \$10,000 for spouse and \$5,000 for wholly dependent children with the full cost being paid by the employee.

9.07 Long Term Disability Income Plan (CPP Primary Offset)

The Board will make available to "full-time" and "part-time" Teachers a Long Term Disability Insurance Plan (terminating when the teacher qualifies for a 62% unreduced service pension or until the end of the month following age 65, whichever first occurs). Benefits under the LTD Plan will provide 60% of income to a \$7,500 monthly maximum after 60 working days or the later expiration of sick leave at the member's option, a cost of living allowance with a yearly maximum of 2% starting the January 1st after 24 months. The required pension contribution is waived during the period of disability by the Ontario Teachers' Pension Plan board (T.P.P.B.) as legislated on September 1, 2001. The following conditions apply:

- a) The Board is not required to participate in the cost except to the extent of Administrative services, and
- b) The annual cost is deducted from the Teacher in the same ratio as the salary schedule at Article 10.01.
- c) It is understood by both parties that the carrier of the plan can be changed by the consensus of the Board and the Board's various employee groups.
- d) Participation in the LTD plan for elementary teachers is a condition of employment for all teachers hired after October 23, 2001.

- e) The Board will continue to pay its share of the benefits during the waiting period and shall pay 100% of the benefits beyond the waiting period for as long as the teacher remains disabled under the plan.
- f) Notwithstanding sub-paragraph c), the carrier of the plan, or plan benefits, may be changed at any time by mutual consent of the Association and the Board.

9.08 <u>Benefits Committee</u>

The Board shall establish a Benefits Committee for all employee groups. The Executive of the Elementary Unit shall appoint two (2) of their members to this Committee. The Benefits Committee shall meet once yearly, no later than April 1 of each year to review the plan currently in place.

ARTICLE X: LEAVE PLANS

10.01 Sick Leave

- a) The Board shall accumulate for each full-time Teacher the unused balance of the twenty (20) days sick leave per year to maximum total of 200 days.
- b) Permanent part-time Teachers shall be allowed the pro-rated number of sick days per year in accordance with their teaching time, with the unused balance accumulated to a maximum of 200 days.
- c) It is the responsibility of the Teacher to present to the Director or designate a statement of accumulated unused sick leave being brought forward from the Teacher's last Board.
- d) The Director or designate shall present to each Teacher, with the final payment for each school year, a statement of accumulated unused sick leave days.
- e) To qualify for an absence due to illness, the Teacher (or principal, where the Teacher is unable to) must record the absence due to illness on SmartFind Express. For continuous absence exceeding three (3) days, a medical or dental doctor's certificate may be requested by the Board and if there is a charge for the certificate, it will be paid by the Board. Payment for days absent because of illness in excess of twenty (20) days in any one school year will be charged against accumulated unused sick-leave days, if any, and will reduce the accumulation accordingly.

f) When the accumulated sick-leave days have been exhausted, the Teacher shall request, with medical evidence, a leave of absence which shall be automatically granted for up to the remainder of that contract year. The extension of such leave shall be requested annually on or before May 1 with similar evidence.

10.02 Juror, Witness, Quarantine

- a) A teacher is entitled to salary despite absence from duty by reason of a summons to serve as a juror, or a summons to serve as a witness in any proceeding to which the teacher is not a party or one of the persons charged, provided that the teacher pays the Board any fee, exclusive of travelling and living allowances, that the teacher receives as a juror or as a witness. The days shall not be deducted from the sick leave credits.
- b) A teacher that cannot report to work due to quarantine by order of the medical health authorities for which he /she is not ill, is entitled to salary despite absence from duties and the days shall not be deducted from sick leave.

10.03 Compassionate Leave

- a) A Teacher is entitled to leave without loss of pay for a period of up to five (5) days for the purpose of attending the funeral of a member of his/her immediate family (spouse, children, mother, father, brother, sister, grandmother, grandfather, grandchildren, guardian, brother-in-law, sister-in-law) or the immediate family of his/her spouse (mother, father, sister, brother, grandmother, grandfather, guardian). The Teacher will notify the principal of his/her absence.
- b) A Teacher may be granted a leave with the approval of the Principal without loss of pay for a period of one (1) day for the attending of a funeral of any other relative not mentioned in a) above.
- c) The Director may, at his/her discretion, allow a leave of absence of one (1) day without loss of pay to attend the funeral of a person not mentioned in a) or b) above.
- d) The Director may, at his/her discretion, allow more time off for a), b) or c) above, subject to their respective conditions.

10.04 Special Circumstances

- A Teacher with the Board may be entitled to a leave of one

 (1) day, with the approval of the Director, per examination, without loss of pay, for the purpose of writing an examination in an academic subject or the receiving of a degree.
- b) A Teacher may be granted up to two (2) days leave, without loss of pay, for personal reasons approved by the Director or designate. Each year, the Director (or designate) shall meet with the Association president to review the requests for leave under this clause and the criteria used for granting or denying such leave.
- c) i) A full time Teacher is eligible for DISCRETIONARY LEAVE of three (3) days without pay per annum, provided that twenty-four hour notice is given in advance to the Director of Education and the School Principal and an occasional teacher is available for the duration of the absence.
 - ii) A part-time Teacher is eligible for DISCRETIONARY LEAVE of one and one-half (1 1/2) days without pay per annum, provided that twenty-four hour notice is given in advance to the Director of Education and the School Principal and an occasional teacher is available for the duration of the absence.
 - iii) Discretionary Leave shall not be taken to extend a holiday period.
- iv) For purposes of this clause, a full-time Teacher and a part-time Teacher are as defined in Article 9.01 a) and b).
 - d) A Teacher may be granted a leave for one (1) day, with loss of pay, under special circumstances approved by the Director.
 - e) The Director may, at his/her discretion, allow more time off for a) b) or d).

10.05 Educational Improvement Leave

Educational Improvement Leave may be granted on the recommendation of the following selection committee: two Teachers, two Trustees, and the Director, and with the approval of the Board.

a) i) The primary purpose of such leave will be the meeting

of a need within the System.

- ii) Proposals for study and/or research shall clearly outline the benefit(s) to the Huron-Perth Catholic District School Board and shall indicate the method(s) by which such benefit(s) may be disseminated throughout the System.
- b) Proposals shall be submitted to the Director by January 15 of the year in which leave is desired.
- c) Applicants shall have taught for five (5) consecutive years in the employ of the Huron-Perth Catholic District School Board.
- d) An applicant granted such leave shall receive 75% of the salary which would ordinarily be received during the year in which leave is granted.
- e) Educational Improvement Leave may extend to a maximum period of one (1) year.
- f) The period of such leave will be considered as experience for the purpose of annual increment.
- g) The granting of such leave will require the Teacher to sign an agreement to teach for the Board for two (2) years following completion of the leave or failing to comply with the requirement, to reimburse the Board for salary received during the period of leave.

10.06 a) Parenthood Leave

Pregnancy/Parental Leave

- Pregnancy/Parental Leave shall be granted under the Employment Standards Act, 2002 as amended from time to time.
- ii) A Teacher shall be granted Pregnancy/Parental Leave during her first and subsequent years of employment with the Board.
- iii) Pregnancy/Parental Leave shall be without regular pay. The Board shall, however, establish a registered and approved Supplementary Employment Insurance Benefit Plan (SUB-P). As part of this plan, the Board shall pay 95% of teacher's salary during the two week

waiting period. Such salary shall be paid on the last day prior to the commencement of the leave.

The Board shall pay its share of the Teacher's benefits for the statutory period of Pregnancy/Parental Leave allowed under the Employment Standards Act.

iv) The Board shall be under no obligation to make any contributions to the Teachers' Pension Fund on behalf of the Teacher. Statutory Pregnancy/Parental Leave granted under the Employment Standards act shall count as teaching experience.

b) Paternity Leave

Leave of absence without loss of pay occasioned by and around the time of birth shall be granted to the father. Such leave shall be for a total of not more than four (4) days and shall be at the times mutually agreed upon between the Principal and the Teacher.

c) Adoption Leave

Where a Teacher officially adopts a child, he/she shall be granted a leave of absence under the same terms as contained in Article 10.06 a). For purpose of this article, article 10.06 b) shall apply equally to the mother.

d) Extended Parental Leave

The Board, at its discretion, may grant to a Teacher who requests in writing, a leave without pay. During the leave, the Teacher will maintain but not add to his/her total years of teaching experience with this and predecessor Boards. Current benefit plans will be made available to a teacher while he/she is on an Extended Parental Leave subject to the teacher paying the full cost of these benefits.

e) Family Care Leave

The Board may grant to a Teacher who requests in writing, a leave without pay for up to one year for the purpose of family care. During the leave, the teacher maintains but does not add to his/her total years of teaching experience with this or predecessor Boards. Current benefit plans will be made available to the Teacher while he/she is on a Family Care Leave subject to the Teacher paying the full cost of these benefits.

f) Family Medical Care Leave

The Board shall provide Family Medical Care Leave as per the Employment Standards Act, 2002 to all teachers who provide a

medical certificate to qualify.

10.07 Sick Leave Gratuity

- a) This plan shall apply to all full-time and permanent part-time Teachers employed by the Board.
- b) A Teacher who has served with the Huron-Perth Catholic District School Board or its predecessor board for twelve (12) consecutive years and who has applied for a pension or commuted value under the provision of the Teachers' Pension, shall be entitled to a sickleave gratuity on retirement.
- c) The amount of the gratuity shall be calculated as follows:

N x S

200 x 5 - where N is the number of unused accumulated sick-leave credit days at the time of separation from the Board (maximum 200 days), and S is the final rate of salary at the date of separation from the Board.

- d) The sick-leave gratuity will be paid following retirement in the following manner as requested by the Teacher
 - i) one payment
 - ii) four equal yearly payments
- e) In the event that a Teacher dies after retirement but before having received the full sick-leave gratuity, the balance of any such gratuity shall be paid to the Estate of the Teacher.
- f) In the event of death of a Teacher with a minimum of twelve (12) consecutive years employment with the Board or its predecessor board prior to retirement, and where death occurs before retirement, the benefits of this plan shall be paid to the Teacher's estate.

10.08 Teacher-Funded Leave Plan

- a) A Teachers' "self-funded leave plan" is established permitting a one (1) year leave of absence through deferral of salary to finance the leave. Any Teacher on permanent contract with the Board is eligible to participate in the plan (see Policy No. 3A:4 for application procedures).
- b) S over Y plus 1 (S/Y + 1) where:

"S" equals the annual salary plus responsibility allowances if

applicable;

"Y" equals the number of years in the plan; and

"1" equals the retained earnings to be paid in the year of leave. The above calculation shall be made each year the Teacher is actively enrolled in the plan prior to the leave.

- i) All applications for a S/Y + 1 plan must clearly state both the number of teaching years prior to taking leave and the date the leave is to commence. In all cases, the year of leave will be the last year of the plan.
- ii) The Board shall retain the amount calculated as "1" above in each year of active enrolment in the plan prior to the year of the leave in a joint savings account (in trust) of the Teacher and the Board (at the Bank with which the Board deals). The savings shall be withdrawn with accumulated interest and paid to the Teacher to help finance the year of leave in a manner that the number of payments will not exceed that contained in Article 8.01 d) in the Teacher-Board Agreement.
- iii) All other conditions and procedures as contained in Policy 3A:4 shall apply.
- The Board will pay its share of the cost of employee benefits for the Teacher during the year leave.
- d) Due to Canada Revenue Agency rules, teachers must return to work for a period at least equal to the length of the leave.

10.09 Association Leave

- a) Upon written notification of the Unit Executive, the President of the Huron-Perth O.E.C.T.A. Unit shall be granted leave from educational duties for one hundred percent (100%) of a full teaching assignment to perform federation business at the local and/or provincial levels, provided that such notice is delivered to the Director on or before May 1.
- b) 100% of his/her full-time equivalent salary, benefits and responsibility allowance, if any, and the OECTA President's responsibility allowance shall be paid by the Board to the President during the period of the leave in a manner consistent with the Collective Agreement.
- c) Full sick leave shall be credited during the secondment. Any unused sick-leave credits accumulated prior to and during the period of the Presidency shall be available upon return to

educational duties. Seniority shall accumulate during this secondment.

- d) i) Subject to Article 11.00, it is understood that no special status can be provided that does not apply equally to any other teacher returning from leave but, where possible, the President will be returned to the position previously held within the school system except where an agreement for a transfer or change of position has been reached by mutual consent.
 - ii) The teacher hired to replace the President during the secondment, waives all rights under 11.01 b) and c).
- e) The Board shall be reimbursed by O.E.C.T.A., Huron-Perth Unit, for the time used for Association Business based on the actual cost of the President's salary, benefits, and responsibility allowances, if any, and the full amount of the OECTA President's responsibility allowance.
- f) In addition to the President's one hundred (100%) leave from educational duties, up to sixty (60) days may be allocated to Unit members on a random basis for the purpose of Association business at the local and/or provincial levels. The President of the local unit will notify the Director or designate at least forty-eight (48) hours prior to individual leaves taking place. It is understood that in addition to the sixty (60) days, days will be made available for Association involvement in conciliation, mediation and arbitration at the local level as necessary.
- g) It is understood that the Board shall be reimbursed by the O.E.C.T.A., Huron-Perth Unit for all release time used under Article 10.09 f) for any Association Business, local or provincial, by members of the Unit based on the cost to the Board of replacement.
- h) The Board agrees to collect from payroll, any levy requested by the President of the local Unit of O.E.C.T.A. limited to one (1) annually. This local levy shall be deducted from the regular pay of individuals who submit a signed form authorizing the Board to deduct the levy specified. It will be the responsibility of the Unit to collect and submit to the Board the signed authorization forms for this purpose.
- i) In addition to the sixty(60) days outlined in Article 10.09 f), up to sixty (60) additional days may be allocated to Unit members on a random basis for the purpose of Association business at the local

and/or provincial levels when an elementary teacher from this Unit performs duties at the Provincial Level. The President of the Local Unit will notify the Director or designate at least forty-eight (48) hours prior to the individual leaves taking place. It is understood that the Board shall be reimbursed by the Huron-Perth O.E.C.T.A. Unit for any day used for Association business above the sixty (60) days outlined in Article 10.09 f) based on the actual cost of the salary, benefits and responsibility allowances, if any, of the Association member serving at the Provincial Level.

- j) i) The Board recognizes the appointment of one Association representative at each school and/or board site.
 - ii) The Principal or Vice-Principal, or, where appropriate, the supervisory officer shall invite the Association representative to attend any meeting with a teacher where the purpose of the meeting is for disciplinary action or which may be deemed to be disciplinary.
 - iii) Notwithstanding the above, a teacher may request the attendance of the Association representative at any meeting with the administration of the Board or school.
 - iv) The meeting shall be held during the regular workday. If the meeting is held during the instructional time of the teacher or Association representative, they shall be relieved of their assignments to attend such meeting.
 - v) The teacher and the Association representative shall suffer no loss of pay as a result of such attendance.

10.10 Job Sharing

The Board encourages Teachers who may be willing to consider Job Sharing to make their intentions known in writing to the Director of Education on or before February 15 to be considered for the following school year.

10.11 Leave Without Pay

The Board, at its discretion, may grant a leave without pay for a period not to exceed two (2) years, provided the teacher makes a request in writing by May 15 for leaves to commence on September 1, or three (3) months prior to commencement of the leave if the leave is to commence at another date. A teacher shall continue to accumulate seniority during such leave for purposes of the continuous years of experience list, but the time shall not constitute experience for purposes of movement on the grid. Such leave shall

not be unreasonably refused. Current benefit plans will be made available to the teacher provided the teacher pays the full cost of the benefit premiums.

ARTICLE XI: TRANSFER AND SECONDMENT

- 11.01 a) Where the Teacher is to be arbitrarily transferred by the Board from a school in one municipality to a school in another municipality, the Board agrees to notify the Teacher in writing on or before May 1 immediately prior to the school year for which the transfer is effective, but nothing in this paragraph prevents the transfer of a Teacher at any time by mutual consent of the Board and the Teacher.
 - b) Where an arbitrary transfer will locate a Teacher beyond a thirty-two kilometre radius from the Teacher's present location of residence, the Board will pay the cost of moving the Teacher's personal and household effects to the new residence, or pay a travel allowance for the return distance from the Teacher's new school to place of residence (within the Counties) less thirty-two kilometres each way, for a period not exceeding five (5) years. Should the Teacher's place of residence be beyond the Board's jurisdiction, the County Line shall be considered "residence" for purposes of distance measurement.
 - c) The Board will grant two (2) days Leave of Absence to a Teacher being arbitrarily transferred, with pay, for the purpose of seeking new residence.
- 11.02 a) Teachers are encouraged to notify the Director in writing their desire for any change in their teaching assignment by February 2 for the following school year including positions that are not currently available.
 - b) The Board agrees to post for five (5) days, in all schools and Board Office within its jurisdiction, all teaching vacancies.
 - c) Requests for transfer must be received in writing by the Director of Education or designate within five (5) teaching days of the posting of the vacancy.
 - d) Teachers currently in the employ of the Board who have notified the Director as per 11.02 a) shall be given first consideration for placement into new and vacant positions prior to the assignment of new hires subject to the

- requirement of the Board for defined programs.
- e) In the event of a vacancy during the school year, the Board shall fill the vacancy on an interim basis with a qualified teacher from the recall list (according to article XIV), or with a new hire if there are no teachers on the recall list. Subsequently, the position shall be posted (should it continue to exist) for September 1 of the following school year in accordance with this article.
- 11.03 a) When a new teaching job classification is created, a request for applications shall be circulated throughout the system.
 - b) When a position of added responsibility becomes vacant, a request for applications shall be circulated throughout the system. A vacancy for purpose of this article, is a position of added responsibility that remains vacant, if any, after the transfer of individuals holding equivalent positions.
- 11.04 a) A Teacher may apply in writing to the Director of Education or designate requesting a secondment to the Secondary panel for the purpose of gaining experience.
 - b) This secondment will be for a period of up to three years.
 - c) A Teacher on secondment as outlined in Article 11.04 a) and 11.04 b) shall continue to accrue seniority on the Elementary Teacher Seniority list and shall receive salary and benefits as outlined in the Elementary Collective Agreement, however working conditions will be those outlined in the Secondary Collective Agreement.

ARTICLE XII: GRIEVANCE PROCEDURE

- 12.01 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances which may arise from time to time.
- 12.02 a) A grievance is any difference or dispute which relates to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.
 - b) i) <u>Individual Grievance</u>: a grievance lodged by an individual Teacher or on behalf of an individual teacher with the consent of the individual teacher.

- ii) Group Grievance: where more than one Teacher has a grievance arising from the same set of circumstances, such grievances may be combined and submitted collectively as a group grievance. Group grievances shall commence at Article 12.04 b) of this Grievance Procedure.
 - iii) Policy Grievance: a grievance submitted by the Board alleging a violation by the Unit, its officers, a Teacher or a group of Teachers, or a grievance submitted by the Unit which affects one or more of the Teachers. A policy grievance by the Board shall commence at Article 12.04 b) and the local President of the OECTA Unit shall be substituted for the Director of Education in this step. A policy grievance by the Unit shall commence at Article 12.04 b).
- c) Any grievance related to discipline or discharge must be initiated by the individual.
- d) At any stage during the grievance procedure the teacher grievor(s) may at his/her choice have the Association either accompany the teacher(s) and/or act on their behalf.
- 12.03 Failure at any time by the grievor to adhere to the time limits will result in the grievance being dropped. The time limits may only be extended by mutual agreement of the parties in writing.
- 12.04 a) If a Teacher has a question arising out of this contract, he/she shall first discuss this matter with his/her immediate supervisor within 14 consecutive school days following the event giving rise to a dispute. In circumstances where this matter is clearly beyond the immediate supervisor's jurisdiction, the first step (12.04 a)) may be waived. The immediate supervisor will give a reply to the Teacher within 14 consecutive school days.
 - b) Should the immediate supervisor's reply be unsatisfactory, the individual(s) with an alleged grievance shall refer the matter to the Director of Education within 14 consecutive school days after receiving the supervisor's reply, by submitting in writing a concise statement of the grievance and the redress sought. In the case of a policy or group grievance, this statement of grievance shall be submitted within 14 consecutive school days following the event giving rise to a dispute.

- c) The Director of Education shall meet with the grievor within seven (7) consecutive school days of the receipt of the statement of grievance. The Director of Education shall give the written decision to the grievor within seven (7) consecutive school days of the meeting.
- d) If, in the opinion of the grievor, the grievance remains unresolved by the decision of the Director of Education, the grievor shall, within fourteen (14) consecutive school days, submit a concise statement of the grievance and the redress sought to the Chairperson of the Board.
- e) The Chairperson of the Board will invite the grievor to make a presentation to a Committee-of-the-Whole (in camera) meeting of the Board within fourteen (14) consecutive school days of receiving, from the grievor, the concise statement of the grievance and redress sought. Within fourteen (14) consecutive school days of the meeting, the Chairperson of the Board shall give the written decision to the grievor.
- f) If the grievance remains unsettled, either party (The Unit or the Board) may request in writing within fourteen (14) consecutive school days of the Board's decision that the matter be referred to the Ministry of Labour through the grievance mediation service. This step may be waived by either party for the purpose of proceeding immediately to arbitration.
- g) If, after grievance mediation with the assistance of the Ministry of Labour, a grievance remains unsettled, either party (the Unit or the Board) may within fourteen (14) consecutive school days submit the grievance to arbitration under the procedure outlined in the Ontario Labour Relations Act, Section 49, and notify the other party in writing of the referral to arbitration.
- 12.05 Both parties will be responsible for their own expenses during all of the grievance procedures. The Board shall be reimbursed by the local Unit of O.E.C.T.A. for the release time used by its membership during the grievance procedures based on the actual costs of the members' salary, benefits, and responsibility allowance. The expenses of the Chairperson of an arbitration shall be shared equally by the Board and the Unit. No costs of any arbitration shall be awarded to or against either party.

- 12.06 The arbitrator or arbitration Board, as the case may be, shall not by his/her or its decision add to, delete from, modify or otherwise amend the provision of this Agreement.
- 12.07 Notwithstanding the procedure above, the parties have access to Section 50 of the Ontario Labour Relations Act, 1995.

ARTICLE XIII: WORKPLACE SAFETY AND INSURANCE BENEFITS

- a) When Workers' Compensation is in effect, the difference in salary between the teacher's regular salary and the amount paid by the Worker's Compensation shall be paid by the Board until the teacher's sick leave accumulation is depleted. The number of days deducted from statutory sick leave or reserve shall be in proportion to the percentage of teacher's salary paid by the Board. Submission made by the Board concerning an employee's claim to the Workplace Safety and Insurance Board will be copied and forwarded to the employee.
 - b) The Board shall provide the local bargaining unit's President with a copy of the employer's report of the injury or disease (Form7) when submitting such form to the WSIB.

ARTICLE XIV: TEACHER TENURE, REDUNDANCY AND RECALL

- (a) A teacher covered by this collective agreement effective September 1, 2008 shall have his/her Seniority defined as the most recent date of hire to the Elementary or Secondary Bargaining Unit by the Board or its predecessor(s) board(s).
 - (b) Teachers who become a part of the Elementary bargaining unit after September 1, 2008 shall have his/her Seniority defined as the most recent date of hire to the Elementary Bargaining Unit by the Board.
- 14.02 Where qualified Teachers with certification for a special program and subject areas are required by the *Education Act* and Regulations, first consideration shall be given to those already on staff who are so certified.
- 14.03 No teacher will be declared redundant and/or suffer any loss of position due to the return of any Principal(s) and/or Vice-Principal(s) to the Elementary Bargaining Unit.
- 14.04 For the purpose of this Article, Seniority shall not be interrupted during the time a teacher is: on the recall list, exchange teaching, loan to

DND, Association leaves, and any and all leaves/secondments taken with the approval of the Board, including leaves for lengthy illness.

- 14.05 The Board shall distribute, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, 1987, to the authorized Teacher Representatives and the Principal of each school, on or about January 1, the current Seniority List, accurate to the previous 1st September. All Elementary Bargaining Unit members employed by the Board, including individuals referred to in Article 14.04, shall be placed on the list.
 - 14.06 Where reduction of teaching staff is necessary for any reason, reductions will, after the Board has taken into account Clause 14.02, be made on the following basis and in this order:
 - a) Normal attrition
 - b) Least Seniority
 - c) Qualifications
 - d) Total Teaching Experience
 - 14.07 Teachers declared redundant in accordance with Articles 14.02 and 14.06 shall be placed on a recall list in order of greatest Seniority.
 - 14.08 When the Board is in a position to hire a new teacher, the Board shall first offer the position to the Teachers on the recall list in the order established in Article 14.07 and subject to Articles 14.02 and 14.06.
 - 14.09 If a teacher does not have the necessary qualifications but in the opinion of the Director of Education or designate is otherwise qualified and the Ontario College of Teachers approves the application for a Letter of Approval, the Board shall first offer the position to the Teacher on the recall list, provided the Teacher commits to obtaining the necessary qualifications within a reasonable time-frame determined by the Director of Education or the Ontario College of Teachers.
 - 14.10 If a teacher on the recall list refuses a position offered, the teacher forfeits his/her right to recall unless the reason for refusal is acceptable to the Director of Education or designate.
 - 14.11 Teaching positions which become available shall be offered to teachers on the recall list by verbal contact however if the individual cannot be reached verbally, a registered letter shall be forwarded to the last known address. The teacher will be given up to ten (10) calendar days from mailing of the registered letter to respond.

- 14.12 It is the responsibility of the teacher to provide the Board a current address and telephone number.
- 14.13 If a teacher accepts a teaching position of less teaching time than previously held, immediately prior to termination, because no other teaching position is available, that teacher shall be offered the first teaching position available that matches or increases the teaching time held prior to termination subject to Articles 14.02 and 14.09.
- 14.14 A teacher's name shall remain on the recall list for a period of thirty-nine (39) months from the last teaching day prior to termination subject to Article 14.10.

ARTICLE XV: RESIGNATION OR REDUNDANCY

- 15.01 A teacher may resign at any time with the mutual consent of the Board.
- A teacher may resign by giving thirty (30) days' written notice to the Board.
- Subject to Article XIV the Board may terminate a teacher due to redundancy by giving written notice to the teacher by registered mail or via hand delivery by the Director of Education or designate on or before November 30th for the termination to be effective December 31st or on or before May 31st for the termination to be effective August 31st.
- 15.04 The Board shall guarantee that members of the Huron-Perth Elementary OECTA unit shall not be declared redundant, nor shall there be any lay-offs of elementary teaching staff for the term of this collective agreement unless it is required due to a decline in enrolment or the reduction/elimination of program funding for positions not funded through Ministry funding. The Board and the Unit shall meet prior to any notices being forwarded to teachers.

ARTICLE XVI: STAFFING

- 16.01 a) The overall system-wide Elementary Pupil Teacher Ratio will be no greater than 20.3 to 1.
 - b) The calculation of the Elementary Pupil Teacher Ratio will be as follows:

Number of Full Time Equivalent Elementary Students as of October 31

Number of Full time Equivalent Elementary Teachers in the bargaining unit as of October 31

- c) Consultants and Coordinators shall not be included for determining the number of full time equivalent elementary teachers for the purpose of the Pupil-Teacher Ratio.
- d) Should the system-wide Elementary Pupil Teacher Ratio be greater than 20.3 to 1 on October 31st, the necessary staff increase will be added by November 30th.
- e) Coordinators and Consultants with the majority of responsibilities in the elementary panel shall be members of the Elementary Bargaining Unit. The Board shall employ, at the minimum, the number of Consultants and/or Coordinators funded through Elementary Pupil Foundation Grant.

16.02 The Board shall:

- a) ensure that the average class size of its Elementary school classes as of October 31st of each year shall be in compliance with Section 170.1 of the Education Act, as may be amended from time to time.
- b) ensure that the class sizes for junior kindergarten to grade 3 shall be as directed by the Ministry of Education's Primary Class Size Initiative.
- c) ensure that the elementary class size provisions as set out in the Provincial Discussion Table (PDT) Agreement of May 1, 2008 shall be implemented according to the timeframe as set out in the PDT.
- Junior Kindergarten/Kindergarten classrooms shall have no more than 25 pupils unless of extenuating circumstances such as new enrolment later in the school year for a given class and/or insufficient classroom space in the school.
- The Board shall continue to employ only certified teachers or teachers with "Letters of Permission" who are registered with the Ontario College of Teachers for all teaching positions, Junior Kindergarten to grade eight, including Special Education Resource, Music, Art and Teacher Librarians. This article does not prevent the Board from hiring support personnel such as Teacher Assistants, Library or Computer technicians however these support positions shall not be part of the pupil/teacher ratio.

ARTICLE XVII: ACCESS TO PERSONAL FILE

17.01 a) A personal file is defined as any and all documentation the Board has regarding a teacher. A teacher shall have access during normal business hours to his/her personal file upon written request to the Director. A teacher shall also have access to his/her personal inschool data file. The teacher may copy any material contained in these files.

An appropriate board official shall be present when a teacher reviews his/her file and the teacher may be accompanied by an individual of his/her choice.

- b) Where a teacher authorizes, in writing, access to that teacher's personal file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- c) Teachers shall receive copies of any materials placed in their personal files.
- d) Copies of any document respecting the performance or conduct of a teacher shall be given to the teacher.
- e) The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- f) A teacher shall have the right to place material in the teacher's files.
- g) A teacher shall be entitled to append comments to any report.
- h) Where the teacher appends comments to a Report, the Board shall provide a copy of the appended comments to all persons who received the original report.
- i) If a teacher disputes the accuracy of the contents of the files, the teacher can request in writing the removal of the specified material.

ARTICLE XVIII: WORKLOAD/PLANNING TIME/PROFESSIONAL DEVELOPMENT

18.01 Workload/Planning Time/Professional Development:

- a) Planning Time will be used for planning lessons, planning curriculum, parental communication, team meetings, evaluating students, study, professional development or other appropriate activities at the discretion of the teacher.
- b)i) Effective September 1, 2008, the Board shall provide 200 minutes of Planning Time on average per week to each full-time Elementary Teacher exclusive of Consultants and Coordinators. Part-time Elementary Teachers will be prorated to the percentage of actual teaching time. Planning Time shall be taken from instructional time.

Effective September 1, 2009, preparation time shall be 210 minutes per week; September 1, 2010, preparation time shall be 220 minutes per week; September 1, 2011, preparation time shall be 230 minutes per week; and August 31, 2012, preparation time shall be 240 minutes per week. Part-Time Elementary teachers will be prorated to the percentage of actual Teaching time. Planning time shall be taken from instructional time.

- ii) Notwithstanding other provisions in this collective agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level to enable full-time school based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Joint Staffing Committee.
- iii) Notwithstanding other provisions in this collective agreement, the additional weekly minutes of preparation time above the 2008-09 level generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.
- iv) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level as follows:

Effective September 1, 2009

- -One (1) day prior to the first reporting period.
- -One (1) half-day prior to each remaining reporting period, provided there is a third reporting period

Effective September 1, 2010

- -One (1) day prior to the first reporting period
- -One (1) day prior to the second reporting period
- -One (1) half-day prior to each remaining reporting period provided there is a third reporting period
- c) It is understood that from time to time exceptional or emergency situations occurring during the school day will be recognized as cause for exemption in the provision of planning time.
- d) The Board will make every reasonable effort to have the assignment of teaching load, class size, teaching time, supervision duties, and other related assignments done in a fair and equitable manner for all teachers.
- e) A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.
- f) For teachers assigned at two (2) or more locations, on a daily basis, travel time is permitted exclusive of lunch time, preparation time and supervision assignments.
- g) A teacher on a part-time assignment shall be assigned supervision duties prorated to the assigned supervision duties of a FTE equivalent teacher in each school where the teacher is assigned.

18.02 Lunch Break

- a) The Board will provide Teachers with 40 minutes of uninterrupted lunch break as required by Regulation 298.
- b) Notwithstanding the above, the principal may, with the consent of the teacher, or in an exceptional or emergency situations, assign supervisory duties as required in these periods.

18.03 Supervision

- a) Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty shall constitute supervision.
- b) The introduction of the maxima described below shall not result

in increases in supervision minutes over and above the 2007-2008 levels. Selection and application of appropriate practices and past practices shall be in accordance with the October 14, 2008 agreement between OECTA and OCSTA "Re: Clarification of Common Understandings Regarding Sections 3, 4, 5, 8, 12 and 13 of the OCSTA/OECTA PDT Agreement."

- c) Supervision assignments shall be pro-rated based on percentage of employment contract.
- d) The maxima of supervision minutes for elementary teachers will be as follows:

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100 minutes in 2008-09;
90 minutes in 2009-10;
80 minutes in 2010-11;
80 minutes in 2011-12.
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The assignment of supervision outside of the 300-minute instructional day shall be scheduled on a weekly basis in accordance with these maxima.

ARTICLE XIX: LOCAL SCHOOL STAFFING ADVISORY COMMITTEE (LSSAC)

- 19.01 a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every elementary school by September 15 of each school year and shall hold its first meeting by September 30.
 - b) The committee (LSSAC) shall consist of:
 - i) One teacher from each division, as elected by the teaching staff,
 - ii) the principal, who shall chair the committee, and the vice-principal of the school where applicable
 - iii) the committee shall appoint a recording secretary who will report the discussions/results of the meeting to all teachers at the next scheduled staff meeting.

The duties of the LSSAC shall be as follows:

i) to meet at the call of the chairperson, but not less than once per school term during the school year.

- ii) to advise the principal regarding:
 - -the tentative staffing model
 - -the school staffing priorities and proposed class loadings <u>prior</u> to staffing meetings with the Director of Education/designate
 - -teacher instructional workload distributions and instructional assignments arising from the distribution of staff within the school
 - -the school supervision, extracurricular activities and lunch break arrangements the suggestions or requests of any teacher(s) who makes submissions to the committee regarding the above.

ARTICLE XX: EMPLOYEE ASSISTANCE PLAN

20.01 The Board shall provide its teachers with an Employee Assistance Plan at the Board's expense.

ARTICLE XXI: EVALUATION PROCEDURES

The purposes of the performance appraisal includes, but is not limited to, the following:

- 1) to affirm work well done
- 2) to assist the teacher in the delivery of program
- 3) to provide for professional career growth
- 4) to identify strengths and areas for development
- 21.01 a) As per Board Policy No.3A:10. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Elementary Unit.
 - b) No member of the bargaining unit shall participate in the evaluation of another member.
 - c) The teacher may append comments to the evaluation report.
 - d) A Formal Summative Evaluation shall include a pre-conference with the teacher to mutually discuss criteria prior to the day of evaluation.
 - e) No domains or competencies in addition to those required in Performance Appraisal of Experienced Teachers Technical

Requirements Manual (2007) and New Teacher Induction Program, Manual for Performance Appraisal (2006) shall be included in any Teacher Performance Appraisal.

- f) The Board shall disclose to the Association the names of members who are in their performance appraisal year on or before September 30 of each school year. For new teachers hired after September 30, such disclosure shall occur within two weeks of hire.
- g) The school board shall disclose to the Association the name of any member who receives a rating other than a "satisfactory" or who is placed "on review status," within five (5) school days of the member being informed.
- The Board and the Association agree to keep all matters related to performance appraisal as confidential except as required by statute.
- i) Only the appraisal documents required by law shall be placed in the Teacher's personnel file.
- j) Extra-curricular activities shall <u>not</u> be within the scope of Teacher Performance Appraisal.

ARTICLE XXII: HARASSMENT

22.01 As per Board Policy No.3A:18. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Elementary Unit.

ARTICLE XXIII: ASSAULT

23.01 As per Board Policy No.3A:20. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Elementary Unit.

ARTICLE XXIV: LOCAL SCHOOL ADVISORY COUNCIL

24.01 As per Board Policy No.3E:1. It is understood that the Board may amend this policy from time to time.

ARTICLE XXV: STAFF MEETINGS

25.01a) Except in the case of emergencies, school staff meetings scheduled

outside of the instructional day shall be held not more than once per month during the school year and shall not extend beyond one hour. The annual schedule of staff meetings shall be distributed to Teachers on the first day of school.

25.01b) The agenda for a school staff meeting shall be distributed to all Teachers at least two (2) school days in advance. If the agenda is not distributed before this time, the staff meeting is canceled.

ARTICLE XXVI: NEW TEACHER INDUCTION PROGRAM

- 26.01a) It is understood that the New Teacher Induction Program (NTIP) shall be described in the New Teacher Induction Program Induction Elements Manual (2006).
 - b) It is understood that the mentorship aspect of NTIP is nonevaluative.
 - c) It is understood that the role of mentor is voluntary for experienced teachers.
 - d) With regard to the Induction Elements of the New Teacher Induction Program:
 - i) The elements of the New Teacher Induction Program shall be embedded in the instructional day.
 - ii) Subject to legislation, mentoring is a supportive and confidential process between the mentor and the New Teacher.
 - iii) The choice of a mentor shall be by mutual agreement of the New Teacher and the mentor.
 - iv) A mentor must be a member of the bargaining unit with five (5) or more years of teaching experience.
 - v) Should the New Teacher receive a performance appraisal rating other than a "satisfactory", mentoring shall be terminated.
 - vi) The New Teacher may request a new mentor and the mentor may request to no longer act in the role of a mentor for a New Teacher at any time in the process. The New Teacher/Mentor shall be encouraged to communicate to each other prior to the change.

ARTICLE XXVII: SCHOOL SURPLUS

- 27.01 Surplus at a school shall mean a reduction in the total number of teaching positions in a school for one or more of the following reasons:
 - a) Declining enrolment at a school.
 - b) Enrolment shifts brought about by the opening of a new school or the closing of an existing school.
 - c) The reduction in or elimination of a program at a school.
 - d) A change in the boundaries of a school.
- After consultation with the Unit, when a school experiences a surplus in teaching staff, as defined above, the least senior teacher (as defined in article 14.01) in the school shall be declared surplus, provided the remaining teachers have the qualifications, as defined by the *Education Act* and Regulations, to fill the remaining teaching positions at the school and the Board is able to maintain programs at the school, for example, FSL and music.
- 27.03 The Board shall notify teachers declared surplus in writing by May1. The names of all teachers declared surplus shall be forwarded to the Unit with a rationale for the surplus.
- 27.04 Surplus teachers shall be assigned in accordance with article 11.
- 27.05 Where a surplus teacher is assigned to a school over 32 kilometers from his/her present location, the teacher shall receive the Board travel allowance to travel from home to school and back for each day worked.
- A teacher who is declared surplus at a school shall be given the first right of refusal for any position, for which the teacher is qualified, that becomes vacant at the originating school for a period of thirteen (13) months.

ARTICLE XXVIII:	
	d and the OECTA Unit have caused in their respective names by their y authorized in that behalf, this
THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD	AUTHORIZED REPRESENTATIVE OF THE ELEMENTARY UNIT, O.E.C.T.A.

Letter of Understanding Re Teacher Evaluation

In the event that the legislation and guidelines concerning teacher evaluation are changed by the government, the Board and the Association shall strike a committee to examine the implications and make necessary recommendations for change to Board Policy 3A:10. The committee shall be comprised of two (2) members from each party.

OECTA ELEMENTARY UNIT
Benefits
Governor-in-Council, the parties will cation of the Huron-Perth Catholic enhancement funding in accordance ent.
OECTA ELEMENTARY UNIT

NEW LETTER OF UNDERSTANDING Re: PDT Staffing

The following issues arising out of the Provincial Discussion Table Agreement

shall be referred to the Joint Staffing Committee (Article 5.07):

a) Class size reduction in Grade 4 - 8 in accordance with a new allocation in the Grants for Student Needs. The Board will hire the full complement of additional funded elementary teachers that result from the new allocation.

Sept. 1, 2009: 0.18 teachers per 1,000 grade 4 to 8 pupils Sept. 1, 2010: 0.37 teachers per 1,000 grade 4 to 8 pupils Sept. 1, 2011: 0.57 teachers per 1,000 grade 4 to 8 pupils August 31, 2012: 0.96 teachers per 1,000 grade 4 to 8 pupils

b) The assignment of staff generated by the increase in elementary teacher preparation time. The Board will hire the full complement of additional funded elementary teachers that result from the new allocation.

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.

- c) The use of the funding enhancements aimed at promoting school safety through added supervision personnel.
- d) The assignment of grades 7 & 8 Student Success Teachers and Literacy & Numeracy Coaches. The Board shall hire the full complement of teachers (0.32 FTE per 1,000 students) who will be assigned to these roles. The Joint Staffing Committee, prior to the staffing process for 2012-2013, shall determine the assignment of these teachers.

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD	OECTA ELEMENTARY UNIT

LETTER OF UNDERSTANDING RE: Student Assessment

Consideration of workload issues by the Joint Staffing Committee shall include discussion of the completion of Individual Education Plans, the implementation of assessment/evaluation tools and the extent, use timing of such diagnostic instruments within the classroom, including support for teachers.

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD	OECTA ELEMENTARY UNIT

LETTER OF UNDERSTANDING RE: Planning and Preparation Days

The Joint Committee shall meet no later than January 30, 2009 to discuss the implementation of the additional preparation and planning time introduced over the term of this collective agreement in order to develop and implement a plan beginning September 1, 2009.

The plan is to deploy preparation and planning time teachers to replace teachers on an intermittent basis for the purposes of preparation, planning and evaluation, in addition to 200 minutes per week, according to the following plan:

2009-2010	1.5 instructional days
2010-2011	3.0 instructional days
2011-2012	4.5 instructional days
Aug. 31, 2012	6.0 instructional days

In the event that one or more Teachers are unable to receive preparation and planning according to the above schedule, they shall receive the amount of planning and preparation time in accordance with article 18.01 b) i) or in a manner determined by mutual agreement between the Board and the Association.

The Board shall develop a system-wide schedule in consultation with the Joint Staffing Committee.

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD	OECTA ELEMENTARY UNIT

ETTED OF	LINIDEDOTANIONIO	5 6 " (
ELLER OF	UNDERSTANDING:	Re: Coordinate	rs/Consultants

A Coordinator or Consultant currently paid at the rate of an elementary principal or vice-principal respectively shall have his/her salary and allowance red-circled at the August 31, 2008 level until such a time that it is exceeded by his/her salary and allowance in accordance with article 8.01 and article 8.04/8.05.

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD	OECTA ELEMENTARY UNIT

