

**COLLECTIVE AGREEMENT**

**2003 - 2004**

**BETWEEN**

**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**  
**(hereinafter called the "Board")**

**AND**

**THE STATUTORY MEMBERS OF THE ONTARIO ENGLISH CATHOLIC TEACHER'S**  
**ASSOCIATION SECONDARY UNIT**

**EMPLOYED BY THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**



**EFFECTIVE**

**SEPTEMBER 1, 2003 to AUGUST 31, 2004**

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AGREEMENT**

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**THE HALTON CATHOLIC DISTRICT SCHOOL BOARD**  
(hereinafter called the "Board")

AND

**THE STATUTORY MEMBERS OF THE ONTARIO ENGLISH CATHOLIC TEACHER'S  
ASSOCIATION SECONDARY UNIT EMPLOYED BY THE HALTON CATHOLIC DISTRICT  
SCHOOL BOARD**  
(hereinafter called the "Unit")

**IN WITNESS WHEREOF** the Board and the Unit have caused this Agreement to be signed by their respective names by their respective representatives duly authorized on their behalf.

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**PREAMBLE**

**WHEREAS**, it is the common goal of the Halton Catholic District School Board and its Teachers to facilitate the optimum development of each child in accordance with each individual's potential and the requirements of society, both religious and secular, and

**WHEREAS**, the Halton Catholic District School Board and its Teachers, as representatives of the parents, are entrusted with developing a school system of spiritual and academic growth and committed to a philosophy of Catholic education whose values are communicated by word and action, and

**WHEREAS**, it is essential that the Halton Catholic District School Board and its Teachers maintain the harmonious relationship that exists between them; and

**WHEREAS**, it is the desire of the Halton Catholic District School Board, its teachers and their agencies, associate bodies or representatives to agree upon any interpretation of this Collective Agreement,

**IT IS** the intent of the Halton Catholic District School Board and its Teachers to set forth in this Agreement the salaries, allowances, benefits and those Articles of Agreement which specify this contractual relationship.

## **ARTICLE I RECOGNITION**

- 1.01 The Association is recognized as the exclusive bargaining agent for every Part X.1 teacher, as defined by the Education Act, other than occasional teachers, who are assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time.
- 1.02 The Board shall recognize the right of the Association to appoint and to authorize representatives of O.E.C.T.A. Halton Secondary Unit, to represent all secondary teachers and to negotiate on its behalf
- 1.03 Teachers employed to teach Continuing Education shall be governed by the terms and conditions set out in Article XXX and the terms of this Agreement shall not apply to them except as specifically indicated to the contrary.
- 1.04 The terms of this Agreement shall apply to all secondary teachers referred to in Article 1.01 who are employed by the Board unless specifically stated otherwise herein.

## **ARTICLE 11 DURATION AND RENEWAL**

- 2.01(a) This Agreement becomes effective on **September 1st, 2003, and shall remain in effect until August 31, 2004** and from year to year thereafter unless notice in writing is given to either party to the other by **March 1<sup>st</sup>, 2004** or March 1<sup>st</sup> in which this collective agreement remains in effect thereafter, of that party's desire to amend or terminate this Agreement. The parties shall meet to commence bargaining within 30 days from delivery of the written desire to bargain from one party to the other.
- (b) The terms of this Agreement shall be retroactive to September 1, 2001 as indicated.
- 2.02 The Board agrees to make available to the authorized teacher representatives the level placement of each teacher employed by the Board as of January 1st of each school year and further updates for any new hires on a monthly basis thereafter.
- 2.03 Changes to this Agreement, during its lifetime, may be made by mutual agreement in writing by the authorized parties concerned. Such change(s) shall be binding on both parties, effective the date of the change(s).
- 2.04 **There shall be no strike or lockout during the term of this agreement or of any renewal of this agreement. The term "Strike" will be as defined in the Education Act. The term "Lockout" will be as defined in the Labour Relations Act, 1995.**

### **ARTICLE III DEFINITION OF LEVELS**

- 3.01(a) Subject to the other sections of this Article, placement of teachers as of September 1, 1987 shall be determined in accordance with "Q.E.C.O." Teachers' Qualifications Evaluation Program "4" (hereinafter referred to as "Q.E.C.O. 4").
- (b) **Effective August 31, 2004 teacher placements shall be determined in accordance with "Q.E.C.O." Teachers' Qualifications Evaluation Program "5".**
- 3.02(a) Teachers shall submit to the Personnel Department of the Board within their initial year of employment, their applicable Q.E.C.O. Statement(s) or Letter(s) of Evaluation or proof of submission to Q.E.C.O. of their request for professional qualification documentation from the Qualifications Evaluation Council of Ontario (Q.E.C.O.).
- (b) Any teacher whose qualifications have not been evaluated by "Q.E.C.O." shall be appraised by the **Executive Officer, Human Resources Services**, and shall be assigned to the category placement "A" or "A1" whichever is applicable until such time as the "Q.E.C.O." evaluation has been received by the **Executive Officer, Human Resources Services**. On receipt of the "Q.E.C.O." evaluation, it is understood that necessary level adjustments and payment shall be made retroactive to September 1st, of the current school year or to the date of employment subsequent to September 1st of the current school year, whichever is applicable.
- 3.03(a) Persons employed as teachers on Letters of Permission without College of Teacher Registration or without a university degree recognized for admission to Ontario faculties of education shall be placed at the minimum of Category "A". No annual increment will be allowed.
- (b) Persons employed as Teachers on Letters of Permission without College of Teacher Registration or who hold a university degree recognized for admission to Ontario faculties of education will be placed at the minimum of Category "A1". No annual increment will be allowed.
- (c) The Board shall provide the President of the Halton Secondary Unit, O.E.C.T.A., with a monthly report of new teacher hires including those teachers on letters of permission.
- 3.04 A teacher, who has met all the conditions required for a certificate of higher standing, is entitled to an adjustment of salary as of the school term commencing either September 1st or January 1st, provided that the following conditions are met:
- (i) To qualify for a September 1st adjustment, the teacher must have completed course requirements prior to September 1st and must submit a letter to this effect to the **Executive Officer, Human Resources Services**, by December 31st of that year. Payment retroactive to September 1st will be made upon receipt of Q.E.C.O. "4" Statement or Letter of Evaluation. **(Effective August 31, 2004 Q.E.C.O. "5")**
- (ii) To qualify for a January 1st adjustment, the teacher must have completed course requirements prior to January 1st and must submit a letter to this effect to the **Executive Officer, Human Resources Services**, by April 1st of that year. Payment retroactive to January 1st will be made upon receipt of Q.E.C.O. "4" Statement or Letter of Evaluation. **(Effective August 31, 2004 Q.E.C.O. "5")**
- 3.05 The teacher shall be responsible to request a salary adjustment. The Q.E.C.O. Program "4" Statement or Letter of Evaluation must be presented by the teacher to the **Executive Officer, Human Resources Services**, when

requesting a category change in accordance with the timelines contained in 3.04 above. **(Effective August 31, 2004 Q.E.C.O. "5")**

#### **ARTICLE IV EXPERIENCE**

- 4.01(a) Subject to Article XXX, experience means acceptable teaching experience gained through a contractual commitment between a certificated teacher and a school Board prior to August 31, 1998 or employment as a full time regular secondary or elementary teacher employed by a recognized school board after August 31, 1998. For purposes of clarity, experience as a continuing education teacher or as an occasional teacher shall not be included, excepting only that experience as a long term occasional teacher, employed by a recognized school board, in an assignment which lasts more than 18 continuous instructional days shall be included.
- (b) "Experience Allowance" means a salary allowance granted to a teacher in recognition of successful teaching experience.
- (c) An increment is awarded to a teacher for successful teaching experience for the school year immediately preceding the current school year.
- (d) An increment will not be paid to a teacher for a school year's teaching experience considered unsuccessful by the Director of Education.
- (e) Recognition for years of experience and for increments shall be granted effective September 1st only.
- 4.02 Subject to the conditions of this Article, the Board will allow the appropriate fraction of the annual increment for all teaching experience calculated to the nearest month considering twenty (20) instructional days as the equivalent of one month. Part days will be pro-rated.  
e.g. Experience: 5 years 120 days - place on schedule as per five year's experience plus .6 increment.
- 4.03 **All teaching experience for which the Ontario College of Teachers issues a Temporary Letter of Standing, an Interim Certificate of Qualifications or a Temporary Letter of Approval shall be recognized.**
- All teaching experience for which the Ministry of Education issues a Letter of Permission shall not be recognized except for the case of an individual who has completed the requirements and submitted the required information to the College of Teachers and who provides the Human Resources Services with the teaching certificate from the College within two months of commencing the teaching assignment.**
- 4.04 **Effective September 1, 2003 when** a teacher is first employed by the Board, an incremental allowance for business or trade experience other than a university related co-operative program work experience may be considered at the rate of one (1) increment per **one (1)** years experience, where such experience is directly related to the subject(s) to be taught. A maximum of **six (6)** increments may be granted. (i.e. six years). This allowance shall not allow the teacher to pierce the maximum of the salary category.
- 4.05 All teaching experience in accordance with Article XXX, Clause 30.11 of this Agreement will be recognized for incremental purposes.
- 4.06 Subject to Clause 13.07, Statutory Pregnancy/Parental Leave and equivalent Adoptive Leave, shall be recognized in the Teacher's accumulated teaching experience for incremental purposes.

- 4.07 If a teacher is employed to teach for less than 100% time classification or less than a full school year, then the amount of experience accrued by such teacher shall be prorated in accordance with that percentage time classification or percentage of the full school year that such teacher was employed to teach.
- 4.08 The **Executive Officer, Human Resources Services**, shall have the authority to determine acceptable teaching experience for increment purposes.
- 4.09 Documentary Proof - Proof of qualifications and experience must be submitted to the **Executive Officer, Human Resources Services**. The onus is on the teacher to see that the necessary documents are forwarded to the **Human Resources Services** prior to the commencement of employment.

Failure to submit the necessary documents prior to commencement of employment may result in a teacher being placed at the minimum of Level A or Level A1 (in the case of a teacher holding a university degree) until such time as the documents are forwarded to the **Executive Officer, Human Resources Services**. Provided that proof of qualifications and experience is submitted within five (5) months of the date of commencing employment with the Board ("the commencement date"), the teacher shall receive any salary adjustment retroactive to the commencement date; otherwise any salary adjustment shall become effective when proof of qualifications and experience is submitted to the Board. In extenuating circumstances, and at its direction, the Board may extend the five (5) months' period referred to above.

#### **ARTICLE V SALARY ADJUSTMENT AND METHOD OF PAYMENT**

- 5.01 The determination of any teacher salary outside the terms and conditions of this Agreement shall constitute a breach of this Agreement, except for those teachers who are administratively or voluntarily transferred from the Coterminous Board as a consequence of the funding requirements for Catholic High Schools.
- 5.02 The salary of each teacher will be paid on a bi-weekly basis beginning the first teaching Wednesday in each school year. On the last regular pay day in the month of June each year, each teacher will receive one cheque representing the balance of the teacher's salary for that current year. Teachers returning from leaves of absence or teachers who commence employment after September 1st in a school year shall be paid on the pay pattern described above. Their salary shall be pro-rated to the actual percentage of the time taught during the school year.
- 5.03 The Board shall deduct O.E.C.T.A. dues from each member of the Halton Secondary Unit of O.E.C.T.A. as directed. The unit shall notify the Board in writing not less than thirty (30) days of any change in the levy.
- 5.04 Such dues shall be remitted, within 30 days of the month in which the deductions were made to the Provincial Office of the Ontario English Catholic Teachers Association.
- 5.05(a) In addition to the above dues deduction, the Board shall deduct a levy from each pay of each member of the Halton Secondary Unit of O.E.C.T.A. The unit shall notify the Board in writing not less than thirty (30) days of any change in the levy. Such levy shall be remitted to the Halton Secondary Unit.
- (b) The Unit shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the unit.

5.06 Any rebate of E.I. premium reductions to which teachers are entitled shall be reimbursed to the O.E.C.T.A., Halton Secondary Unit in corresponding proportions to the number of teachers who are members of that Unit.

5.07(a) **The Board will deduct the Ontario College of Teachers fee in ten (10) equal monthly payments for each teacher employed for a complete work year.**

(b) Should a teacher leave before the end of a work year, the remainder of the deductions shall be deducted from the last pay.

(c) For teachers who commence employment after September 1 in a school year, the difference in the College of Teachers fee shall be deducted in the final pay in June.

(d) **The Board shall send a notice to each teacher on leave to remind them that their fees must be submitted to the Ontario College of Teachers by February of each year.**

#### **ARTICLE VI TEACHER'S CUMULATIVE SICK LEAVE**

6.01 Teachers shall be allowed to accumulate 100% of their unused sick leave subject to Clause 6.02.

6.02 Effective September 1, 1992 each eligible teacher shall be entitled to have 100% of the unused portion of the teacher's annual sick leave of twenty (20) days transferred annually to the teacher's accumulated sick leave to a maximum of 270 teaching days, except for those teachers who are administratively or voluntarily transferred from the Coterminous Board as a consequence of the funding requirements for Catholic High Schools.

6.03 Where a teacher commenced employment after September 1st in any year, a sick leave of twenty (20) days shall be calculated on the basis that twenty days bear to one year of employment; i.e., two days per month.

6.04 After the sick leave of twenty (20) days has been used in any school year, each eligible teacher shall receive pay under this plan for absence caused by sickness, quarantine or disability which shall be certified by a qualified physician.

6.05 Teachers participating in a recognized sick leave accumulation plan with other Boards shall be credited with the full number of credited days when hired by the Halton Catholic District School Board, but these credited days may not exceed the maximum credit permitted by this plan in 6.02.

6.06 **The Executive Officer, Human Resources Services** may request a teacher to submit a certificate from a qualified medical or dental practitioner upon his/her return from sick leave.

6.07 In the case of the death of a teacher in service, 100% of the teacher's accumulated sick leave benefits shall be paid to the teacher's estate.

#### **ARTICLE VII WORKPLACE SAFETY INSURANCE BOARD**

7.01 When a teacher is eligible for, and receives approval of claim by the Workplace Safety Insurance Board of Ontario:

(i) The Workplace Safety Insurance Compensation payment shall be remitted to the Board.

(ii) The teacher may elect to receive full pay from the Board until the teacher's sick leave credits expire.

The number of days deducted from the teacher's sick leave bank shall be in proportion to the percentage of the teacher's salary paid by the Board if the teacher makes an election to receive salary from the Board.

- 7.02 A joint health and safety Committee shall be maintained and shall be composed of employee and employer representation. The Secondary Unit shall be entitled to one representative.

#### **ARTICLE VIII JURY DUTY AND QUARANTINE**

- 8.01 When a teacher is required to be absent because of jury duty, or as a witness in any court to which the teacher has been summoned in any proceedings to which the teacher is not a party or one of the persons charged, the teacher shall be subject to neither loss of salary nor deduction from sick leave credit, provided that the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, that the teacher receives as a juror or as a witness. An itemized expense statement shall be submitted by the teacher to the Board.
- 8.02 When a teacher is quarantined but not afflicted with a communicable disease and is prevented from attending to duties, the teacher shall not be subject to salary or sick leave deduction.

#### **ARTICLE IX ABSENCE WITH SALARY NOT CHARGEABLE TO SICK LEAVE ACCOUNT**

- 9.01 Teachers are eligible for leave taking under this Article only through request to the **Executive Officer, Human Resources Services**.

The **Executive Officer, Human Resources Services**, shall grant a leave of absence, without loss of pay or deduction from sick leave credit in the following circumstances:

A teacher who is required to be absent because of the death of a member of the teacher's 'immediate family',\* will be granted up to four (4) consecutive working days without loss of pay. For extenuating circumstances application for extension of leave is to be made to the **Executive Officer, Human Resources Services**.

\* Definition of 'immediate family': Mother, father, legal guardian, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, ward, in 'loco parentis', aunt, uncle, niece or nephew.

- 9.02 When a teacher is required to be absent with the **Executive Officer, Human Resources Services** or her/his designate's approval, for professional purposes, such as conferences, O.E.C.T.A., Halton Secondary Unit executive duties, and other activities as approved by the **Executive Officer, Human Resources Services**, the teacher is to be granted this time without loss of pay or deduction from sick leave credit, together with such payment and expenses as are approved by the Board.
- 9.03(a) President's Leave - Release time as requested by the local executive of the Halton Secondary Unit shall be granted without prejudice, loss of position, salary, experience, or seniority and benefits to the President of the O.E.C.T.A., Halton Secondary Unit.
- (b) The President shall be released by the Board up to a full-time basis.
- (c) Salary, applicable allowances and all benefits **will continue to be paid by the Board to the Halton Secondary Unit President while on leave. The Halton Secondary Unit will reimburse the Board no later than**

**February 28<sup>th</sup> and July 31<sup>st</sup> of each year upon receipt of invoices from the Board for said payments.**

- (d) Notwithstanding Clause 9.03(a) above, a teacher holding a position of responsibility and who is elected president of O.E.C.T.A., Halton Secondary Unit will be reassigned to a teaching/system assignment for that period of time the teacher holds the office of President. Subject to Clause 27.10 upon completion of the term of office, the said teacher shall be reassigned to that position of responsibility held prior to the teacher's election to the office of President.
  - (e) Seniority, experience and sick leave credits shall continue during the leave.
- 9.04(a) When a teacher is required to be absent for the purpose of writing a final university, trade, or professional examination, the teacher shall be granted time for this purpose without loss of pay or deduction from sick leave credit provided the absence has been approved by the **Executive Officer, Human Resources Services**.
- (b) A teacher is to submit a request for leave under this clause in writing to the **Executive Officer, Human Resources Services**, at least one week prior to the writing of the examination, and the request will include a statement of the time for the examination or notice thereof. The **Executive Officer, Human Resources Services**, will reply in writing. Failure to meet this time requirement will result in leave-taking with pay deduction.
- 9.05(a) A Paternity Leave of two (2) days will be granted to a teacher in conjunction with the birth of the teacher's child on a school day. Paternity leave is defined as:
- one (1) day's leave on the day of delivery
  - one (1) day's leave on the day the mother is released from hospital.
- (b) An Adoptive Parental Leave of two (2) days will be granted to a teacher in conjunction with the adoption of the teacher's child.
- 9.06 A teacher required to attend court proceedings or an official inquiry related to actions by the teacher in the course of his/her duties will suffer no loss of pay nor benefits for the duration of such proceedings, grievance procedure excluded.
- 9.07 For leaves of absence other than those above, the teacher shall make application directly to the **Executive Officer, Human Resources Services**. This leave may be granted without loss of salary and/or sick leave credits.

#### **ARTICLE X ABSENCE WITHOUT SALARY**

- 10.01 A teacher may be granted a leave of absence for reasons of education, health, or a personal reason that the Board deems acceptable. The period of absence, if granted, will be determined by the **Executive Officer, Human Resources Services**, in view of the nature of the request. The teacher granted leave under this Article may participate in the Benefit Plans provided the full premium cost of participation (100%) is paid in advance by the teacher and on a payment schedule mutually agreed upon by the Board and the teacher.
- 10.02 Request for a leave of absence under this Article to begin September 1st of the subsequent school year shall be made in writing to the **Executive Officer, Human Resources Services**, prior to March 31st of the preceding

school year.

- 10.03(a) A leave of absence under this Article shall not be recognized for seniority or incremental purposes.
- (b) A teacher granted leave under this Article must notify the Board in writing by November 1st or March 1st of intent to return to teaching duties on the subsequent January 1st or September 1st, whichever is applicable in any school year. Failure to do so will render the teacher ineligible for a teaching position for the January 1st or for the September 1st date whichever is applicable. A letter from the Board confirming this status of ineligibility will be forwarded to the teacher by December 1st or April 1st, whichever is applicable. A statement of intent to return to teaching duties for the subsequent January 1st or September 1st dates in the teacher's application for leave request does not fulfil the requirements of Clause 10.03(b).
- 10.04(a) A teacher holding public office may be granted, as determined in consultation with the **Executive Officer, Human Resources Services**, relief from duty without loss of sick leave credits to fulfil a public office.
- (b) When the time required for the fulfilment of such public service has been determined by the **Executive Officer, Human Resources Services**, following consultation with the teacher concerned, to be such as to interfere with the satisfactory execution of the individual's duties as a teacher, a leave of absence without salary will be granted.
- 10.05 A leave of absence without pay for educational purposes not exceeding two (2) consecutive years may be granted to a teacher upon request after five (5) years of continuous employment with the Board. A teacher who is applying for an additional leave of absence under this Article must have completed an additional five years of service subsequent to the teacher's last leave of absence for educational purposes.
- 10.06 The Board agrees to credit a teacher's accumulated sick leave credit, which was earned up to the time the leave of absence commenced, upon the teacher's return to duty.
- 10.07 The teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. The teacher's preference for full or part-time duties, a specific municipality, school location, subject assignment will be taken into consideration. Subject to Article XV, the teacher may also apply for his/her previous position.

## **ARTICLE XI SABBATICAL LEAVE**

- 11.01 A Sabbatical Leave Plan is recognized by the Board to enable teachers to engage in study and/or research for those purposes which are of benefit to the school system. Sabbatical Leave may be granted to a teacher by the Board for approved study on the recommendation of the **Executive Officer, Human Resources Services**.
- 11.02 **Qualifications for Sabbatical Leave**
- In order to qualify for Sabbatical Leave, a teacher must be employed for seven (7) years by the Halton Catholic District School Board and must have accumulated at least eighty (80) days of cumulative sick leave credit.
- 11.03(a) Sabbatical Leave may be granted to a teacher on application in writing to the Board through the **Executive Officer, Human Resources Services**.
- (b) A teacher requesting Sabbatical Leave shall submit, with the application, detailed information regarding

personal teaching experience and proposed plans for the sabbatical year.

- (c) Such written applications shall be submitted to the **Executive Officer, Human Resources Services**, by November 15th prior to the school year in which the Sabbatical Leave is to be taken. A written acknowledgment of receipt of application shall be mailed to all applicants by December 15th.
- (d) The **Executive Officer, Human Resources Services**, shall make recommendations to the Board and applicants shall be advised in writing of the Board's decision by January 15th.

11.04 Payment of salary while on Sabbatical Leave shall be a minimum of 70% of the salary the teacher would receive if teaching that year for the Board. Additional salary allowances of 10% for each subsequent year of experience to a maximum of 10 years or 100% of salary will be paid to the teacher granted leave.

11.05 Teachers Pension deductions are to be continued as provided by The Ontario Teachers Pension Plan Board and amendments thereto.

11.06(a) The period of Sabbatical Leave shall not exceed one school year.

- (b) The Board agrees to place to the teacher's credit, upon return to duty, the accumulated sick leave credit which was earned up to the time the leave of absence commenced.

11.07 A teacher granted Sabbatical Leave shall guarantee in writing to return to the employ of the Board for a period of three years immediately following the year of Sabbatical Leave. In the event the teacher defaults on this guarantee, the teacher will reimburse the Board for the full amount of salary granted, pro-rated over the said three years.

11.08 A teacher granted Sabbatical Leave will be eligible to participate in the Benefit Plans available to other teachers employed by the Board at the same rate payable by the teacher and on the same terms as apply to those teachers continuing in regular duties.

11.09 Full salary and benefits, plus tuition, will be paid to a teacher who undertakes a Sabbatical Leave Plan at the specific request of the Board.

11.10 Where a teacher in a position of responsibility is granted a Sabbatical Leave, the position will be filled through an interim appointment for the period of that leave. The teacher returning from Sabbatical Leave will be re-assigned to that position of responsibility or a comparable position of responsibility. The teacher who held the interim appointment will be assigned other teaching duties.

11.11 Leave period under this Article shall be recognized for incremental and seniority purposes.

## **ARTICLE XII BOARD SUBSIDIZATION OF COURSES**

12.01 The Board recognizes that, at times, in order to stimulate certain needed school programs, it may be necessary to budget for and subsidize, in whole or in part, specific courses or training.

12.02 In the event the Board requires a teacher to take a course or courses for purposes related to system program implementation and/or development, exclusive of individually chosen professional development courses, the Board shall specify the requirement in writing and reimburse the teacher in the full amount of registration, tuition and residency where applicable.

12.03 In accordance with paragraph two (2) of the Preamble to this agreement it shall be the intent of the Halton Catholic District School Board and the Halton Secondary Unit to provide for staff the opportunity to participate in any professional development activities such as the Board and the Halton Secondary Unit may organize or sponsor, jointly or individually.

Such activities may include:

- . Christian Curriculum Development Conference
- . Religion and Family Life Conferences
- . School Staff Retreats
- . Diocesan Workshops
- . Christian Living Resource Teacher Seminars
- . Religious Education Courses

### **ARTICLE XIII PARENTING LEAVES**

#### **PREGNANCY/PARENTAL LEAVE**

- 13.01(a) Leave of absence for pregnancy/parental reasons shall be granted as per the Employment Standards Act as amended from time to time. Such leave shall be without loss of seniority or benefits as defined by the Act.
- (b) If a teacher takes only the statutory leave either pregnancy or pregnancy plus parental, the teacher shall be guaranteed the same school and position upon return as per the Employment Standards Act as amended from time to time.
- (c) It is understood, however, that should the leave end in a different school year or semester than the school year or semester in which it commenced, the teacher will be returned to the position which he/she would have had, had there been no leave. It is also understood that this provision is subject to the redundancy provisions of this collective agreement such that a teacher off on pregnancy/parental leave is not entitled to a greater right than the rest of the bargaining unit.

#### **PARENTAL LEAVE**

- 13.02(a) Parental leave shall be granted under the terms of the Employment Standards Act as amended from time to time.
- (b) If a teacher takes only the statutory leave the teacher shall be guaranteed the same school and position upon return as per the Employment Standards Act as amended from time to time.
- (c) Parental leave shall be available to both parents.

It is understood, however, that should the leave end in a different school year or semester than the school year or semester in which it commenced, the teacher will be returned to the position which he/she would have had, had there been no leave. It is also understood that this provision is subject to the redundancy provisions of this collective agreement such that a teacher off on pregnancy/parental leave is not entitled to a greater right than the rest of the bargaining unit.

### **ADOPTION LEAVE**

- 13.03(a) Adoption Leave shall be granted under the terms of the Employment Standards Act as amended from time to time.
- (b) It is understood, however, that should the leave end in a different school year or semester than the school year or semester in which it commenced, the teacher will be returned to the position which he/she would have had, had there been no leave. It is also understood that this provision is subject to the redundancy provisions of this collective agreement such that a teacher off on pregnancy/parental leave is not entitled to a greater right than the rest of the bargaining unit.

### **BENEFITS**

- 13.04 A teacher granted leave under Clauses 13.01, 13.02, and 13.03 above shall continue to receive those benefits which the teacher already enjoys. The Board shall continue to pay its share of the benefits up to the maximum of the statutory leave(s). Such teacher shall assume the total cost of these plans for any period of leave that exceeds the statutory leave(s).
- 13.05 A teacher granted leave under this Article beyond the statutory entitlement must notify the Board in writing by November 1st, or February 1st, of intent to return to teaching duties on the subsequent January 1st or September 1st, whichever is applicable in any school year. Failure of the teacher to notify the Board will render the teacher ineligible for a teaching position commencing on the above dates.
- 13.06 Provided that the teacher complies with Clause 13.05, the teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. The teacher's preference for full or part-time duties, a specific municipality, school location, subject qualifications assignment will be taken into consideration.
- 13.07 That portion of the statutory pregnancy or parental leave that occurs between September 1st and June 30th of any school year shall be recognized in the teacher's accumulated teaching experience for incremental and seniority purposes.

### **ARTICLE XIV SENIORITY/SYSTEM STAFF REDUCTION**

- 14.01(a) Seniority shall mean length of continuous employment with the Halton Catholic District School Board and its predecessor Boards.
- (b) For the purpose of this agreement a teacher's seniority shall commence with the date of his/her most recent hiring by the Board.
- (c) Seniority for part time teachers shall be calculated on a pro rated basis.
- 14.02 For the purposes of declaring teachers redundant, seniority shall be established within the Halton Catholic District School Board.
- 14.03 Each teacher employed by the Board shall be placed on a seniority list.
- 14.04 The seniority lists shall be developed by the **Executive Officer, Human Resources Services**, for distribution to

the teachers by January 31st of each year. The list shall be updated annually. Copies of the seniority lists shall be posted on the bulletin board of each school and in all locations wherein the membership of the units are assigned.

- 14.05 The seniority lists shall be open for amendments for 60 days after their posting. After 60 days, the seniority lists as amended, shall be deemed to be acceptable to the Halton Secondary Unit.
- 14.06 The seniority lists shall consist of the names of teachers in decreasing order of continuous employment from their effective date of employment with the Board and its predecessor boards. Employees on a paid leave of absence, a teacher exchange program inclusive of Department of National Defence schools or on a Board approved secondment program shall continue to accumulate seniority during the leave of absence or exchange program for the purpose of this Article.
- 14.07 Where two or more teachers have the same seniority in Clause 14.06 above, the order on the list shall be decided as follows:
  - (a) total years of continuous service with the Secondary schools
  - (b) total length of continuous service with the Board
- 14.08 Where two or more teachers have the same seniority under Clauses 14.06 and 14.07 above, the order on the lists shall be decided upon the basis of total teaching employment in Ontario.
- 14.09 Where two or more teachers have the same seniority under Clauses 14.06, 14.07 and 14.08 above, the order on the lists shall be decided upon the basis of total teaching employment since basic teacher certification was acquired.
- 14.10 Where two or more teachers have the same seniority under Clauses 14.06, 14.07, 14.08 and 14.09 above, the order on the lists shall be decided upon the basis of category placement. The teacher in the higher category level is to be retained.
- 14.11 Where two or more teachers have the same seniority under Clauses 14.06, 14.07, 14.08, 14.09 and 14.10 above, the order on the lists shall be decided upon the basis of lot conducted jointly by the authorized representatives of the Board and of the authorized representative of the Halton Secondary Unit of OECTA teachers at the Board Office prior to January 31st of each year. Lot shall mean the placing of the names of the teachers affected into a receptacle. The order in which the names are drawn shall be the most senior, the next most senior, etc. The draw, by lot, will occur only in the event that a declaration of redundancy affects two or more teachers who otherwise have an equality of seniority.
- 14.12 Notwithstanding anything in Clauses 14.06 to 14.11 above, a teacher who is laid off at the end of a school year shall not be declared redundant if none of the teachers retained undertakes to become qualified to fill the needs of the program, position or school by September 1st of the subsequent school year in accordance with Article XIV(B) Staff Reduction. Instead, the next teacher on the seniority list shall be declared redundant.
- 14.13 Where a reduction of teaching staff is necessary, the following conditions shall apply:
  - (a) The first consideration in determining who is to be retained shall be the length of continuous employment with the Board, its predecessor boards, and coterminous Board (if the experience is transferred due to Bill 30) as determined by the seniority list.

- (b) The teacher who has the least seniority on the seniority list shall be first to be declared redundant.
- (c) A teacher shall not be declared redundant if none of the teachers to be retained in accordance with (a) above, is qualified by the subsequent September 1st to fill the needs of a program. Instead the next teacher on the seniority list shall be declared redundant.
- (d) Where a teacher in a special subject area is required, priority shall be given to a teacher already on staff who is qualified or who attains qualifications by the subsequent September 1st. Qualifications shall be according to Ministry of Education requirements.

14.14 Where system staff reductions are necessary, and where steps leading to system staff reductions are taken, no decision will be made without consultation with the authorized representative of the Halton Secondary Unit prior to implementation.

14.15(a) The Board shall maintain a recall list of redundant teachers.

- (b) A teacher who is released because of system staff reductions will be recalled in the reverse order of seniority, (i.e., the last teacher released shall be the first recalled) provided that he/she is qualified to fill the available position.
- (c) A copy of the appropriate recall list of redundant teachers shall be given to the authorized representatives of each Halton Secondary Unit.

14.16 All conditions and accrued benefits shall be protected for any teacher on the recall list even though said teacher obtains intervening employment during the time the teacher is subject to recall.

14.17 The teacher must keep the Board informed at all times of the teacher's proper mailing address and telephone number.

14.18 Recall notice by the Board shall be first by telephone and then by registered mail. The teacher shall also respond by written notice of acceptance within ten (10) school days following the registration of the Board's recall notice. Failing receipt of the teacher's written notice of acceptance within the (10) school days time period, the Board shall no longer be obligated to recall said teacher and shall proceed to recall the next teacher on the recall list.

14.19 A teacher who has been declared redundant by the Board shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching position with the Board.

14.20 A redundant teacher who accepts recall and reports for duty at the time and place specified by the Board shall be rehired for the job in accordance with the teacher's seniority ranking under all conditions of tenure and employment which pertained prior to the teacher's interruption of service with the Board.

14.21 A redundant teacher who is unable to report for a teaching assignment and provides satisfactory medical or other evidence of injury, illness or other reasonable excuse acceptable to the Board, shall not lose recall rights solely because of the teacher's failure to report.

14.22 A redundant teacher who fails to report for duties as specified, except where excused by Clause 14.21 shall lose all recall rights.

14.23 A redundant teacher shall receive a letter from the Director of Education, stating system staff reduction as the reason for termination of employment. The issuance of such letter in no way limits the rights of the Board in regard to probationary teachers as provided in the laws and regulations pertaining to education in the Province of Ontario, or under this Collective Agreement.

14.24 Where a position of responsibility is declared surplus to the system, or when a teacher is transferred from a position of responsibility, as defined by this Collective Agreement, to duties other than those defined as positions of responsibility to be effective the subsequent September, such teacher shall not be paid any responsibility allowance, effective that same September.

14.25 A teacher who is demoted for other than disciplinary reasons from a position of responsibility as defined in Clause 27.10 shall suffer no loss in salary or allowance for the current academic year.

14.26(a) A teacher's seniority shall not include any period of time when he/she was on:

- (i) layoff
- (ii) strike
- (iii) A leave of absence when elected to a full time public office as per Article X.
- (iv) All leaves of absence except as listed below:
  - (1) A teacher granted leave of absence for missionary leave or while working with agencies such as the Department of National Defence,
  - (2) approved studies in Education, as per Article XI,
  - (3) teacher on jury duty,
  - (4) teacher on compassionate or bereavement leave,
  - (5) teacher on Association - related business.

Upon return from and of (i) through (iv) above, except as noted, an employee's seniority would re-commence from the seniority credit that was in effect on his/her last date of employment.

(b) A loss of seniority shall be deemed to have occurred, and the teacher's employment finally terminated, if any teacher employed by the Board:

- (i) resigns
- (ii) is discharged and is not reinstated
- (iii) is laid off for at least 36 consecutive months
- (iv) fails, following a layoff, to notify the Board within 10 days of the Board sending him/her a

notice to return to work of his/her acceptance of the assignment.

- (v) fails to return from a scheduled leave of absence on the designated day and does not provide a reason satisfactory for not having done so.

- (c) No more than one (1) year may be counted for any September 1st to August 31st period.

14.27 A recommendation **regarding school staff surplus** shall be made in writing by the Principal **of the school** to the **Executive Officer, Human Resources Services**, with a copy to the School Superintendent by **April 30th of a school year**. The recommendation shall include a written rationale.

14.28 In the event that **school staff surplus occurs** due to declining enrolment or program **changes**, necessitates the **re-assignment** of a teacher or teachers from a specific school, the recommendation as to which teacher is to be **surplus** shall be made by the Principal after consultation with the School Superintendent and after due consideration is given in the following order of priority to:

- (a) the program needs of the school;
- (b) the total number of years of service in the secondary schools of this Board;
- (c) the total number of continuous years of service with the Board;
- (d) the total number of continuous years service in the school.

14.29 The teacher affected shall receive a copy of the Principal's recommendation, inclusive of the written rationale, within 48 hours of its submission to the **Executive Officer, Human Resources Services**.

14.30 The **Executive Officer, Human Resources Services**, shall confirm by letter, to the teacher affected, the decision of school **staff surplus** and the rationale **prior to May 7<sup>th</sup>** of that school year for secondary teachers. A copy of this letter shall be given to the Principal and to the School Superintendent.

14.31 Any Secondary Vice-Principal declared redundant by the Board will be placed in a teaching position should a position be available. No member shall be declared redundant or lose a position of responsibility as a result of this hire. The Secondary Vice-Principal will be returned to their place on the seniority list prior to taking the position of Secondary Vice-Principal.

14.32 A teacher shall make every effort to provide the Board with a minimum of two weeks notice of resignation of employment prior to the end of a semester or of the commencement of the school year with the exception of unusual or unforeseen circumstances.

#### **ARTICLE XV TRANSFERS**

A teacher transfer initiated by the Director of Education or **Executive Officer, Human Resources Services** is not subject to Clause 15.04 of this Article.

- 15.01(a) **A Superintendent of Schools or the Executive Officer, Human Resources Services may transfer a teacher. Such a teacher has the right to appeal said transfer to the Director of Education. If such**

a transfer occurs, and it involves an assignment to a school in another municipality, it shall take place prior to May 1<sup>st</sup> of each year.

- (b) Notwithstanding 15.01(a), after May 1<sup>st</sup> the Director may transfer a teacher to another municipality after consultation with the Unit President.
- 15.02(a) The Board shall notify the authorized representative of the Halton Secondary Unit of O.E.C.T.A. of its decision with respect to the transfer or re-assignment of Principals or Vice-Principals by April 15<sup>th</sup> in a given year.
- (b) Notification of the transfer of Principals and Vice-Principals shall be forwarded to all schools within seven (7) days of the decision of the Board affecting such transfers.

#### **POSTINGS / VACANCIES**

- 15.03 By April 20<sup>th</sup> of a school year, the Principal shall confirm with the Executive Officer, Human Resources Services, and in accordance with the Board's staffing procedural format, the vacant teacher position(s) resulting from internal school arrangements made by the Principal in consultation with the School Superintendent. All vacant teaching position(s) shall be advertised through the postings process.
- 15.04(a) The Board shall advertise a Round 1 Posting by May 7<sup>th</sup> that shall consist of all vacancies for the following school year, including any positions filled after August 15<sup>th</sup> of the current school year. Such postings shall be mailed to those teachers presently on leave of absence.
- (b) A round shall last seven (7) school days.
- 15.05(a) Any teacher(s) declared surplus, as per Article XIV, shall be placed in a teaching assignment prior to the Round 2 posting.
- (b) Any teacher(s), having been declared surplus under Article XIV, shall have the right of first refusal, if qualified, to a position at the school where they were declared surplus, which may be posted in a later round. The right of first refusal shall end on June 30<sup>th</sup> of the school year in which he/she was declared surplus.
- 15.06 Any posted teaching position remaining unfilled after round one (1) or round two (2) of the postings, shall only be re-posted internally in the subsequent posting round, prior to it being advertised externally.
- 15.07 The Board shall post in each of its schools, administrative offices and Board Intranet any job vacancies applicable under the terms of this Collective Agreement.
- 15.08 Positions, which become available after August 15<sup>th</sup> and before June 30<sup>th</sup>, shall be filled on an interim basis for that school year, and such positions shall be posted prior to the subsequent school year.
- 15.09 Decisions regarding staff assignments for the subsequent September 1<sup>st</sup> will be made known by June 15<sup>th</sup> in a given year. It is recognized that this notification may not be possible in all cases by the said date.

- 15.10 Notwithstanding Clauses 15.03, 15.04 and 15.07 positions, which become available during the summer recess, shall be posted in the Board's Administration Centre and on the Board's Intranet. Teachers wishing to apply for any of these positions are to do so in writing to the Executive Officer, Human Resources Services by August 15<sup>th</sup>.
- 15.11 While acknowledging that it is the sole and exclusive right of the Board to create new positions, the Board shall advise the authorized representative of the Halton Secondary Unit of the new positions which come within the scope of this Agreement. It is agreed that any applicable allowance for such positions shall be arrived at through negotiation with the Halton Secondary Unit representative. The Board shall advise the Halton Secondary Unit executive prior to the commencement of advertising for the position.

#### **ARTICLE XVI STATISTICS**

- 16.01 The Board shall make available to each teacher and the authorized representatives of the Halton Secondary Unit sixty (60) days after implementation of the Agreement, the qualifications, experience, total salary and manner of calculation for the teacher concerned.
- 16.02 The Board shall make available to the authorized teacher representative a copy of the agreement of each benefit plan between the Board and the insurer including a cost breakdown.
- 16.03 The Board shall make available to the **President** of the Halton Secondary Unit, **OECTA**:
- (a) a statement of the current published operating budget;
  - (b) information and data respecting the teacher complement and pupil enrolment;
  - (c) **by September 30<sup>th</sup> and February 28<sup>th</sup> of each school year, an electronic mailing list of all secondary teachers employed by the Board;**
  - (d) **by September 30<sup>th</sup> and February 28<sup>th</sup> of each year, a list of new teachers hired by the Board and their placements;**
  - (e) a list of all terminations of secondary teachers;
  - (f) benefits plan design information;
  - (g) a scattergram, **including fractional experience**, of teacher placement on the salary grid **in the year that the collective agreement expires;**
  - (h) **by September 30<sup>th</sup> and February 28<sup>th</sup> of each school year, lists of secondary teachers who have been issued Interim Certificates of Qualifications, Temporary Letters of Approval and Letters of Permission.**

#### **ARTICLE XVII PERSONNEL FILES**

- 17.01 Upon written request to the Executive Officer, Human Resources Services, a teacher or designated

**OECTA representative, shall have the right to examine her/his personnel file at the Board Office in the presence of a Board representative.**

**17.02 Within three (3) school days after the review of the personnel file, a teacher or designated representative shall be entitled to a copy of any documents contained in the teacher's personnel file.**

**17.03 A teacher shall be entitled to:**

- (a) request correction of the information if the teacher believes there is an error or omissions;**
- (b) attach a statement of disagreement to the disputed information reflecting any correction that was requested but not made; and**
- (c) require that any person or body that has viewed the file within the previous twelve (12) months be provided with the corrected information or any statement of disagreement;**
- (d) a letter confirming, in writing, that (a),(b) and (c) have been completed.**

**17.04 The Personnel Files for teachers shall only contain the following listed information. No other information shall be maintained in the teacher's Personnel Files:**

- (a) Professional Qualifications (Diplomas, Certificates and transcripts of educational degrees).
- (b) Academic qualifications (Transcripts of under-graduate degrees or other academic degrees).
- (c) Benefit Plan participation and attendance records.
- (d) Experience - teaching and/or work.
- (e) Professional Development Program Courses.
- (f) Identification of special skills and interests. **(Human Resources Services data)**
- (g) The teacher's Contract.
- (h) Letter of application and application form.
- (i) Letter of acceptance of position.
- (j) Transfers and requests for transfers.
- (k) Disciplinary notations.
- (l) Any other documents relevant to the employment relationship.
- (m) Letters of merit.

## **ARTICLE XVIII SUPERVISION/WORKING CONDITIONS**

**18.01(a) The lunch break for teachers shall not be less than forty (40) consecutive minutes.**

- (b) In secondary schools lunch supervisors shall be provided as follows:

Schools with less than 1000 pupils - 2 lunchroom supervisors

Schools with 1001 pupils or greater - 3 lunchroom supervisors

The enrolment and staff complement statistics used in determining eligibility will be those projected by the applicable Staff Allocation Report.

- (c) The Board shall have in place the proper complement of paid lunch supervisory personnel no later than the first instructional day in any given year.
- (d) It is recognized that exceptions to the supervisory assistance may have to be made. Any such changes shall be made by the Director of Education in consultation with an authorized representative of the Halton Secondary Unit.
- (e) Secondary teachers shall be scheduled on an equitable basis for the purpose of lunch supervision.
- (f) Teachers will not make claim to a lunch supervisor at the A.L.C.

18.02 A Principal shall, subject to the approval of the Board and Board policy, appoint one or more of the teachers on a rotation basis for supervisory duties according to the Education Act and its Regulations.

18.03(a)(i) A secondary school Staff Allocation Committee shall be established and shall be composed of eight (8) members; Four (4) representatives of O.E.C.T.A., Halton Secondary Unit and four (4) representatives of the Board.

- (ii) The Committee shall meet on the following occasions:

1. no later than October 15th
2. no later than **February 25th**
3. no later than May **30th**

- (iii) The finalized October 31 and the finalized March 31 enrolment data shall be sent to the President of the Halton Secondary Unit by November 30 and April 30, respectively.

- (b) The Committee may recommend to the Board the number of staff to be allocated to a secondary school but the final allocation is a Board decision.

18.04(a) **Each full time classroom teacher, except for Continuing Education and Adult Learning Centre teachers, shall be assigned an aggregate average workload of 6.67 credit courses, credit equivalent programs and eligible courses of programs as defined in the Education Act and Regulations made thereunder. The maximum workload for each teacher shall be comprised as follows:**

- (i) **6.0 credit course and/or credit equivalent course, plus;**
- (ii) **0.67 comprised of a combination of TAP; supervision; on-calls; remedial instruction; and special duties.**

- (b) **All full time program teachers shall be assigned up to four (4) periods during each day in a semestered system or equivalent in a non-semestered system, and shall be assigned no other duties.**

**For clarification program teachers shall include Consultants, Guidance, Special Education and Co-op.**

- (c) **A teacher assigned a combination of 18.04(a) and 18.04(b) shall be covered by clause 18.04(a) when delivering classroom credits and 18.04(b) when delivering program.**
- (d) **Each full time classroom teacher shall be limited to no more than two (2) on-calls in any given week. No teacher shall be assigned more than 20 periods or equivalent minutes per semester. Principals will make every effort to assign the 20 periods or equivalent minutes per semester on a fair and equitable basis.**
- (e) **The 20 assigned periods per semester as per 18.04(d) shall be composed of a combination of any of the following: TAP, supervision, remedial instruction, on-calls, and/or, special duties.**
- (f) **All additional time on a teacher schedule shall be deemed planning and prep time for the teacher.**
- (g) **The workload for a part time teacher shall be pro-rated according to the workload of a full time teacher.**

18.05 Each part time secondary school teacher shall be assigned instructional periods preparation and on call duties on a pro rata basis.

18.06(a) Each classroom teacher shall normally be assigned a minimum of 225 minutes per week for preparation and planning time.

- (b) Planning/preparation time means the allocated time during the school day when a teacher is not directly involved with teaching and supervisory assignments in order that she/he may perform various planning/preparatory activities which are integral and/or supplementary to the teaching process.

\* Activities included in the teaching process are:

(a) curriculum planning (b) co-ordination, (c) pupil evaluation, (d) meetings with parents, other teaching staff members, consultative support staff, administrators, extended service agencies and other persons who are directly or indirectly involved with the teacher's responsibilities and (e) preparation of required reports and profiles.

18.07(a) In accordance with the Education Act and the Regulations, and subject to the requirements of the Education Act, the Board will ensure that the average size of its secondary school classes, in the aggregate, does not exceed 22 pupils except as permitted under the Act. The calculations required under this provision shall be in accordance with the Education Act and Regulations.

- (b) The Board shall maintain a minimum staffing ratio of 2.6 FTE Guidance teachers per 1000 FTE students.
- (c) The Board shall maintain a minimum of 2 FTE Special Education teachers per secondary school.

- 18.08(a) Part time Teaching. A teacher wishing to teach on a part time basis shall direct the request to the **Executive Officer, Human Resources Services**, with a copy to the school superintendent. Provided that the educational needs of the school can be met and satisfactory arrangements can be made to permit the sharing of jobs, such application will be given due consideration, subject to the provisions of Article XXVI - Management Rights. When any full time teaching position becomes available, first consideration of placement shall be given to part time teachers currently employed by the Board.
- (b) A teacher who teaches part time at two or more schools so that said teacher's timetable is equivalent to a full time teacher's timetable shall be considered as a full time teacher at one of the schools and shall declare one of the schools for the purpose of vacancy, transfer, postings and for the receipt of Board communications. Such declarations shall be made in writing not later than September 30th of any school year to the **Executive Officer, Human Resources Services**.

#### **Maximum Class Loading**

- 18.09(a) The Principal shall organize classes in the school to be less than or equal to the following enrolments:

<b>OAC</b>	<b>31</b>
<b>University (U)</b>	<b>30</b>
<b>University/College (M)</b>	<b>30</b>
<b>College (C)</b>	<b>25</b>
<b>Academic</b>	<b>30</b>
<b>Applied</b>	<b>24</b>
<b>Open</b>	<b>26</b>
<b>Technology</b>	<b>24</b>
<b>Co-op</b>	<b>14 (to a line)</b>
<b>Workplace</b>	<b>20</b>
<b>Essential</b>	<b>20</b>
<b>Transitional Applied</b>	<b>20</b>

For class loading only, the following areas are included in the foregoing areas of Tech:

**Integrated Technologies**  
**Computer Engineering Technology**  
**Construction Technology**  
**Health and Personal Services Technology**  
**Hospitality and Tourism**  
**Transportation Technology**  
**Manufacturing Technology**

For class loading only, the following are not included in the foregoing areas of Tech:

**Communication Technology**  
**Computer and Information Science**  
**Technological Design**

**Health Care**  
**Child Development and Gerontology**  
**Medical Technologies**  
**Tourism**

**All enrolment figures shall be as at October 31.**

- (b) **Notwithstanding Clause 18.09(a) the Principal with the approval of the appropriate Superintendent may add students up to ten (10%) per cent beyond the maximum class loading numbers outlined in Clause 18.09(a) except for Technology and Co-op.**

- (c) **The maximum enrolment for bi-level classes will be as follows:**

<b>Academic/Applied</b>	<b>24</b>
<b>Applied/Essential</b>	<b>20</b>
<b>Applied/Transitional Applied</b>	<b>20</b>
<b>College/Workplace</b>	<b>20</b>

- (d) **The maximum enrolment for multiple grade classes will correspond to the lowest enrolment as per Article 18.09(a).**

**All enrolment figures shall be as at October 31.**

18.10 Every student who is on a special class register and is integrated into a regular classroom shall be included in the formula for the school's Maximum Class Loading at the ratio of one special class student being equal to 1.5 regular students. A list of all students on this special class register shall be included on the Staff Allocation Committee Report.

18.11 An educational assistant shall be provided for any class that contains a physically handicapped student in accordance with the Ministry Memorandum #81 or when recommended by a System I.P.R.C.

18.12 Headship/Assistant Headship Allocation:

Each Secondary School shall have a minimum of nine (9) leadership positions. All Secondary Schools with full Technological departments shall have a Technological Studies Department Head in addition to the nine (9) leadership positions. Headships shall be allocated to the following areas:

1. Canadian/World Studies/Visual Arts
2. Mathematics/Computer Science
3. Science/(Technological Studies at Assumption and St. Thomas)
4. English/Moderns
5. Business/(Information Technology at Assumption and St. Thomas)
6. Physical Education/Dance
7. Guidance/Co-op/Peer Tutoring/Career Education/TAG
8. Religion/Philosophy/Family Studies/Music
9. Special Education/ESL/Drama
10. Technological Studies (Any school with full Technological Department)

18.13 Department Heads shall be assigned instructional periods in accordance with 18.04.

18.14(a) The A.L.C. shall be assigned one leadership position (Staff Assistant).

(b) This Staff Assistant shall be paid an allowance in accordance with Article 21.05 of this collective agreement.

(c) The Staff Assistant will be appointed by the Director of Education for a term not to exceed **four (4) years**.

Teacher in Charge

18.15(a) The parties recognize from time to time vice principals may be absent temporarily from their duties due to illness and maternity/parental leave. To accommodate these situations, a teacher may be designated a "Teacher in Charge" at a school.

(b) A "Teacher in Charge" 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.

(c) "Teacher in Charge" shall be compensated at the daily rate applicable for the position of vice-principal.

(d) Such assignments shall not exceed sixty (60) consecutive school days per year per school, except with the approval of the authorized representative of the Halton Secondary Unit and such approval shall not be unreasonably withheld.

(e) The Board shall replace any teacher designated as a "Teacher in Charge" with an occasional teacher on the assigned days.

(f) No teacher shall be assigned without his or her consent.

**ARTICLE XIX PARTICIPATION IN BENEFIT PLANS**

19.01 All teachers, excepting those who submit proof of coverage, in writing, to the **Executive Officer, Human Resources Services**, will automatically be enrolled in all existing Benefit Plans, except optional coverages. Coverage for all participating teachers will be as of the effective date of this Agreement. The Board may at any time substitute another carrier for a benefit plan provided that the benefits conferred thereby are not decreased. When a change in carrier is contemplated, the change will be made subsequent to consultation with the authorized representative of the Halton Secondary Unit.

19.02(i) The Board will contribute 100% towards the cost of the monthly premiums for the Extended Health Benefits Plan for eligible teachers who elect to participate in the plan.

(ii) The Vision Care Plan shall be \$200.00 for all eligible teachers and dependents in accordance with the plan.

19.03(a) The Board shall contribute 100% of the cost of the monthly premiums in effect towards the coverage of each eligible employee who elects to be covered under the current group life insurance plan, for term insurance coverage in the following amount of Fifty Thousand Dollars (\$50,000).

- (b) Additional supplementary coverage over and above 19.03 (a) to a maximum of twice (2x) salary or One Hundred and Fifty Thousand Dollars (\$150,000) whichever is greater, shall be available to all eligible teachers at no cost to the Board. Participation in the base policy of Fifty Thousand dollars (\$50,000) will be compulsory for all teachers.
  - (c) Additional optional coverage shall be available to a maximum of One Hundred Thousand Dollars (\$100,000), to all eligible teachers at no cost to the Board.
  - (d) The Board will contribute 100% of the monthly premiums for the Accidental Death and Dismemberment Plan on the compulsory base plan of Fifty Thousand Dollars (\$50,000).
  - (e) Additional Accidental Death and Dismemberment Insurance, to an amount equal to the supplementary coverage, over and above article 19.03 (d) will be available to all eligible teachers at no cost to the Board.
  - (f) Upon ratification of both parties of the Collective Agreement, Dependent Life Insurance coverage is available to all eligible teachers, at no cost to the Board, in the amount of ten Thousand Dollars (\$10,000.00) in the event of the death of the spouse of the insured employee, and ten Thousand Dollars (\$10,000.00) per child in the event of death effective on ratification of the Collective Agreement by both parties.
- 19.04(a) The Board shall contribute 100% towards the cost of monthly premiums for the Dental Care Plan for eligible teachers who elect to participate in the plan.
- (b) **The Board will contribute 70% reimbursement to the maximum benefit of \$1500.00 per calendar year for major restorative benefit.**
- 19.05 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a teacher who retires from the Board prior to age 65 may retain membership in any of the group Benefit Plans to which the teacher belongs at the time of retirement until the teacher attains the age of 65 years. The retired teacher must pay the full premium cost to maintain the teacher's participation and coverage under the group contracts.
- 19.06 A teacher employed by the board who teaches on a part time basis shall, subject to eligibility requirements as specified by the Board's insurers, be allowed to participate in Employee Benefits, but the Board's share of premium costs shall be pro-rated on the basis of the percentage of time worked.

#### **ARTICLE XX LONG TERM DISABILITY PLAN**

- 20.01 The Board shall continue to administer the Long Term Disability Insurance Plan approved by the teacher and Board representatives, at no cost to the Board for the life of this Agreement.
- 20.02 A teacher beginning a Long Term Disability Leave at the request of an attending physician shall be granted a leave of absence for the duration of the disability as determined by the insurer.
- 20.03 The leave period for a Long Term Disability is not recognized as teaching experience for incremental purposes. Long term disability leave is not recognized for seniority purposes.
- 20.04 Participation in the LTD plan is mandatory subject to the eligibility requirements provided under the plan. LTD premiums are paid by teachers through payroll deductions.

20.05 A teacher on Long Term Disability Benefits shall continue to receive Board contributions to employee benefits as per Article XIX for a two (2) year period from the commencement of the Long Term Disability period.

20.06 Beyond the two (2) year period in Clause 20.05, a teacher on Long Term Disability shall be eligible to participate in the Benefit Plans of the Board, providing 100% of the monthly premiums are paid in advance by the teacher and on a payment schedule as determined by the Board.

## **ARTICLE XXI SPECIAL ALLOWANCES**

### **21.01 Extra Degree Allowance**

A teacher shall be paid an annual extra degree allowance for a post-graduate degree not used for Q.E.C.O. Programme 4 placement.

- \$650

A post-graduate degree shall be defined as a degree above the bachelor's level and shall include a master's degree and/or doctorate degree.

### **21.02 Consultant Allowance**

A Consultant shall receive an annual allowance over and above the basic salary grid schedule, as follows:

-\$5,095.00

### **21.03 Department Head Allowance**

A Department Head shall receive an annual allowance over and above the basic salary grid schedule, as follows:

- \$5,095.00

### **21.04 Staff Assistant**

A Staff Assistant shall receive an annual allowance over and above the basic salary grid schedule, as follows:

- \$5,095

## **ARTICLE XXII - SALARY GRID**

22.01(a) Salary Grid in effect on **September 1, 2003**

<u>EXP</u>	<u>LEV A</u>	<u>LEV A1</u>	<u>LEV A2</u>	<u>LEV A3</u>	<u>LEV A4</u>
00	30,184	36,122	37,498	39,870	41,364
01	31,998	37,224	39,721	42,188	43,806
02	33,854	39,203	41,948	44,512	46,245
03	35,708	41,183	44,172	46,832	48,686
04	37,563	43,752	46,397	49,153	51,131
05	39,417	45,949	48,621	51,473	53,572
06	41,270	48,452	50,961	53,795	56,012
07	41,999	49,976	53,475	56,115	58,491
08	44,979	52,029	55,983	58,491	61,001
09	46,834	53,958	58,491	61,001	63,511
10	51,589	57,321	62,458	63,511	66,018
11				67,592	68,532
12					72,735

(b) Salary Grid in effect on **February 1, 2004**

<u>EXP</u>	<u>LEV A</u>	<u>LEV A1</u>	<u>LEV A2</u>	<u>LEV A3</u>	<u>LEV A4</u>
00	30,788	36,845	38,248	40,667	42,191
01	32,638	37,968	40,515	43,032	44,682
02	34,531	39,987	42,786	45,402	47,170
03	36,422	42,006	45,056	47,769	49,659
04	38,314	44,627	47,325	50,136	52,153
05	40,205	46,868	49,594	52,503	54,644
06	42,096	49,421	51,980	54,871	57,133
07	42,838	50,975	54,544	57,238	59,661
08	45,879	53,070	57,102	59,661	62,221
09	47,771	55,037	59,661	62,221	64,782
10	52,620	58,467	63,707	64,782	67,339
11				68,944	69,902
12					74,190

(c) **Salary Grid in effect on August 31, 2004**

<u>EXP</u>	<u>LEV A</u>	<u>LEV A1</u>	<u>LEV A2</u>	<u>LEV A3</u>	<u>LEV A4</u>
00	31,018	37,121	38,535	40,972	42,508
01	32,883	38,253	40,819	43,355	45,017
02	34,790	40,287	43,107	45,743	47,523
03	36,695	42,321	45,393	48,127	50,032
04	38,601	44,962	47,680	50,512	52,544
05	40,507	47,219	49,966	52,897	55,054
06	42,411	49,792	52,370	55,282	57,561
07	43,160	51,358	54,953	57,667	60,108
08	46,223	53,468	57,531	60,108	62,688
09	48,129	55,450	60,108	62,688	65,267
10	53,015	58,906	64,185	65,267	67,844
11				69,461	70,427
12					74,746

22.02 A part-time teacher shall be paid at a percentage of the salary the part-time teacher would receive if employed full-time. If a part-time teacher serves as an occasional teacher for days or half-days in addition to the part-time teacher's contractual duties, extra payment shall be made in accordance with the occasional teacher Collective Agreement.

**ARTICLE XXIII GRIEVANCE PROCEDURE**

23.01 It is the mutual desire of the teachers and Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision, and final settlement of the grievance.

23.02 A grievance under this Agreement shall be defined as a difference or dispute between the Board and any teacher(s) which relates to interpretation, application or administration of this Agreement.

23.03(i) In no case shall a grievance be commenced later than 30 working days following the events giving rise to the grievance becoming known to the grievor.

(ii) At all formal steps, a grievance, to be acceptable under this Agreement shall:

- (a) be in writing
- (b) specify the article(s) allegedly violated
- (c) contain a precise statement of the fact(s) relied upon
- (d) indicate the redress sought
- (e) be sent by registered mail or delivered in person

At all stages or steps a teacher may be accompanied by a **representative of the Secondary Unit. Such representative may also be accompanied by a representative from the OECTA Provincial Office.**

23.04 Time limits specified in the Grievance Procedure are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

23.05 Complaints and Grievances shall be settled in the following manner and sequence:

- (a) A teacher with a complaint or grievance should first discuss the matter with the designated Board official in an endeavour to resolve the complaint or grievance in an informal manner before a written grievance is submitted.
- (b) The designated Board official shall reply verbally, within **five (5) working days** after receipt of the complaint. Failing satisfaction with the verbal reply of the designated Board official, the complaint shall then become a grievance and may be processed to Step One.

### **INFORMAL STAGE**

#### **STEP ONE**

- (a) Failing satisfaction with the reply above, the teacher shall within five (5) working days of the receipt of the reply, submit the grievance in person or by registered mail, to the **Executive Officer, Human Resources Services** or designate.
- (b) The **Executive Officer, Human Resources Services**, shall reply in writing by registered mail or by personal delivery, **within five (5) working days** of the receipt of the grievance.
- (c) If the teacher after reception of the Step One of a written reply wishes to process the claim further, the teacher must submit the request, in writing, through a Committee formulated and designated by the Unit Executive of the Secondary Unit to which the teacher belongs, to the **Executive Officer, Human Resources Services**, within five (5) working days.

#### 23.06 **STEP TWO**

- (a) The **Executive Officer, Human Resources Services**, shall arrange for the teacher to review the grievance in a meeting with the Director of Education or designate.
- (b) The teacher shall submit, to the Director of Education or designate, a concise statement of the fact(s) and the redress sought.
- (c) This meeting shall be held within five (5) working days of receipt of the letter of grievance.
- (d) The Director of Education or designate shall provide a written response, to the teacher within five (5) working days of the meeting.
- (e) If the decision is not rejected by the teacher within ten (10) working days, it shall be binding on both the teacher and the Board.
- (f) In the event that the party who originated the grievance fails to get a satisfactory reply, that party may refer the matter to arbitration in accordance with Article XXIV.

23.07 Unit grievances arising directly between the Board and the Halton Secondary Unit, instead of following the procedure set out above in this Article, may be submitted in writing by registered mail or personal delivery to the other party within thirty (30) working days after either party becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint.

23.08 STEP THREE

A grievance which has exhausted the procedure set out in this Article without being resolved, may be referred to an arbitrator or a Board of Arbitration under the procedures of Article XXIV of this Agreement.

23.09 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined by the Ministry of Education.

ARTICLE XXIV ARBITRATION

24.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been contravened, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's **nominee** to an Arbitration Board. The notice of submission to arbitration shall be served on the other party by the party submitting the grievance to arbitration within ten (10) working days from the date of receipt of the Step Two reply in Article XXIII.

24.02 The recipient of the notice shall, within five (5) working days, inform the other party either that it accepts the other party's **nominee** as a single arbitrator, or inform the other party of the name of its **nominee** to the Arbitration Board.

24.03 Where two **nominees** are so selected they shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairperson.

24.04 If the recipient of the notice fails to appoint an arbitrator or if the two **nominees** fail to agree upon a chairperson within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party.

24.05 A single arbitrator will only be appointed by the mutual agreement of both parties.

24.06 A single arbitrator or the Arbitration Board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

24.07 The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.

24.08 The arbitrator or Arbitration Board, as the case may be, shall not by decision add to, delete from, modify or otherwise amend the provisions of this Agreement.

24.09 Any notice required under this Article shall be in writing by registered mail or personal delivery to the parties at their respective mailing addresses.

24.10 Each party may be represented at the arbitration by representatives of its choice.

- 24.11 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.
- 24.12 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.
- 24.13 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the year but excluding school holidays as defined by the Ministry of Education.

#### **ARTICLE XXV DISTRIBUTION**

- 25.01 Each teacher in the employ of the Board, including **teachers** on a leave of absence, shall receive a copy of the **Collective Agreement within 20 school days following the completion of assigned collective agreement by the parties.**
- 25.02 Each teacher hired by the Board shall receive a copy of this Agreement **and a copy of the Benefits Booklet when being documented for benefits enrolment.**
- 25.03 The Board shall provide sufficient copies of this Agreement for distribution to teachers as prescribed in Clauses 25.01 and 25.02.
- 25.04 Each school shall receive one (1) copy of the Agreement.
- 25.05 The Board shall make available to each teacher, a statement listing the teacher's category placement, salary, benefits, amount of coverage, and premium cost per month as soon as possible following ratification of the new Agreement.

#### **ARTICLE XXVI MANAGEMENT RIGHTS**

- 26.01 Where a conflict appears between a provision of this Agreement and a provision of an Act or Regulations, the provision of the Act or Regulation prevails.
- 26.02 The provision of this Agreement shall not be construed as to prejudicially affect the rights and privileges with respect to employment of teachers, enjoyed by The Halton Catholic District School Board as granted to Catholic School Boards under The British North America Act, 1867, the Constitution Act 1982 and The Charter of Rights and Freedoms.
- 26.03(a) Save and except to the extent specifically modified or curtailed by any provisions of the Agreement, the right to manage and conduct a business of the Board is vested exclusively with the Board and its administration.
- (b) Notwithstanding the above, the Board agrees not to change the following policies and administrative procedures during the terms of this agreement: Staff Allocation Committee (S.A.C.), Affirmative Action Policy, Medical Procedures and Chief Negotiator Release Time.
- 26.04 **JUST CAUSE' CLAUSE**

- (a) No teacher who has passed his/her probationary period shall be disciplined, demoted or discharged without just cause.
- (b) A probationary teacher shall not be disciplined, demoted or discharged except for just cause, provided that in the case of a probationary teacher just cause shall be assessed against a lower standard.
- (c) Such notice shall state the reason(s) for termination.  
Such notice shall be sent to the teacher's last known address or via hand delivery by the supervisory officer to the teacher.
- (d) A teacher appointed to a position of responsibility for a specified term appointment may not use the Grievance Procedure to appeal a decision of the Board to terminate the specified term appointment at the expiry of the term thereof.
- (e) The termination of a teacher's contract or the termination of any appointment to a position of responsibility due to redundancy in accordance with Article XIV (Seniority/System Staff Reduction) is not subject to the Grievance Procedure.
- (f) Without limiting the rights of a teacher under Article XV, a teacher may not use the Grievance Procedure to appeal any transfer.

#### **PROBATIONARY TEACHERS**

- 26.05(a)(i) A teacher who has less than 3 (three) years of teaching experience shall be subject to a period of two years probation upon commencement of employment with the Board.
- (ii) A teacher who has more than 3 (three) years of teaching experience, shall be subject to a period of one years' probation upon commencement of employment with the Board.

#### **LEAVE WITHOUT PERMISSION**

- 26.06 When a teacher is absent without permission from the Board, such teacher may be subject to progressive discipline up to and including termination.

#### **ARTICLE XXVII INTERPRETATION**

- 27.01 Coterminous Board - means the Halton District School Board.
- 27.02 Consultant - means a certified teacher engaged as a program leader, holding qualifications for the position, acceptable to the Board, and who assists supervisory officers, principals and teachers in the maintenance of quality programs and in effecting changes in curriculum at the system level for any group of schools or grades under the jurisdiction of the Board and holding the appointment and title for a specified time period by resolution of the Board.
- 27.03 Department Head - means a teacher holding the necessary qualifications valid to teach in the secondary schools, charged with leadership responsibilities for a group of subjects or area of study, and holding the appointment and title for a specified time period by resolution of the Board.

- 27.04 Board - means The Halton Catholic District School Board.
- 27.05 Secondary Unit - means all teachers employed in the secondary panel of the board who are members of the bargaining unit and come under the jurisdiction of this collective agreement.
- 27.06 Teacher - means a Part X.1 teacher as defined by the Education Act, excluding occasional teachers, who is assigned to teach in one or more secondary schools of the Board, or to perform duties in respect of such schools, all or most of the time and, for the purposes of clarity, excludes a supervisory officer, a principal, or a vice principal or an instructor in a teacher training institution. All teachers must be members in good standing of the Ontario College of Teachers to be eligible for employment.
- 27.07 Part-Time Teacher - means a teacher employed by the Board on a regular basis for other than full-time duty.
- 27.08 Position of Responsibility - means a teacher who on the recommendation of the Director of Education is appointed by resolution of the Board to one of the following positions:
- Consultant and Department Head.
- 27.09 Teaching Experience - means successful teaching experience as a certified teacher in accordance with Article IV of this Agreement.
- 27.10 'Red Circled' - means that the salary compensation a teacher received in the current Collective Agreement is identical to the salary compensation the same teacher received in the Collective Agreement immediately preceding the current Collective Agreement.
- 27.11 Redundant - means surplus to the system.
- 27.12 Redundant Teacher - means a teacher who is declared surplus to the Halton Catholic District School Board and who has been laid off by the Board with written layoff notice.
- 27.13 Continuous Employment - means the sum of consecutive years of employment with The Halton Catholic District School Board, and its Coterminous Board as defined in Bill 30 in accordance with clause 14.01, including teacher exchange program teaching experiences; Board approved secondment programs; and Board sponsored leaves of absence with salary.
- 27.14 Total Years of Employment with the Halton Catholic District School Board - means the sum of those years of teaching employment with The Halton Catholic District School Board, and its Coterminous Board as defined in Bill 30 in accordance with Clause 14.01 notwithstanding any interruption of employment for any cause.
- 27.15 Total Years of Employment in Ontario - means the sum of those years of teaching employment on a contractual basis as defined in the Education Act and Regulations prior to September 1, 1998 and regular teaching effective September 1, 1998 and thereafter, with any school board in Ontario notwithstanding any interruption of employment for any cause.
- 27.16 Municipalities - for the purpose of this Agreement, Municipalities are defined as the four (4) urban municipalities of Halton Region: Burlington, Oakville, Milton and Halton Hills.
- 27.17 Probationary Teacher - means a teacher, as defined by Article XXVI, Clause 26.05 who has not yet passed his/her probationary period, as defined in this collective agreement.

- 27.18 Continuing Education Program - Under this agreement are those credit programs established by the Board under its Continuing Education program and which are funded under the Continuing Education grant formula.

## **ARTICLE XXVIII DEFERRED SALARY LEAVE PLAN**

### **28.01 Description**

The Deferred Salary Leave Plan has been developed to afford teachers the opportunity of taking a one (1) year leave of absence, and through deferral of salary, finance the leave.

The period of leave shall be for one full school year or a complete semester; less than, or greater than such will not be considered.

The plan provides a flexible approach for determining the period of savings leading up to one (1) year leave, however, the period of savings (salary deferral) shall not be less than two (2) years or greater than six (6) years.

### **28.02 Eligibility**

A teacher with three (3) years seniority with the Halton Catholic District School Board shall be eligible to participate in the Plan.

### **28.03 Application and Approval**

A teacher must make written application to the Director of Education on or before January 31, requesting permission to participate in the Plan.

Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by May 1st in the school year the original request is made.

The number of leaves granted for any one year shall not exceed two percent (2%) of the number of teachers employed by the Board.

The number of leaves granted to take effect in any given year may be restricted by program requirements at the school or system level.

Approval of individual requests to participate in the Plan shall rest solely with the Board.

### **28.04 Payment Formula and Leave of Absence**

The payment of salary, and Benefit Plan premiums; and the timing of the one year leave of absence shall be as follows:

- (a) In each year of the Plan, preceding the year of the leave, a teacher shall be paid a reduced percentage of the

teacher's proper grid salary and the applicable allowances. The remaining percentage of annual salary shall be deferred and this accumulated amount plus any interest earned shall be retained in trust for the teacher by the Board to finance the year of leave.

- (b) The percentage of annual salary to be deferred in each of the "savings" years shall not be less than 15%, nor greater than 30% nor shall this percentage vary more than plus or minus five percent (5%) from that percentage calculated by dividing 100% by the total number of years in the Plan.
- (c) The teacher shall accumulate credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the teacher's account shall be the current rate for the savings account used at the Board's official bank and compounded and credited monthly.
- (d) On September 1st and December 31st, or as soon thereafter as feasible, in each year a participating teacher is to receive from the Board a statement of principal and interest standing to the teacher's credit.
- (e) While a teacher is enrolled in the Plan, and not on leave, any benefits related to salary level shall be structured according to the salary the teacher would have received had the teacher not been enrolled in the Plan.
- (f) Subject to the terms of the Benefit Plans in effect, a teacher's benefits will be maintained by the Board during the teacher's leave of absence. A teacher will be eligible to participate in the Benefit Plans available to other teachers employed with the Board at the same rate payable by the teacher and on the same terms as apply to those teachers continuing in regular duties.
- (g) While on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the leave had the teacher not been enrolled in the Plan.
- (h) In the absence of any mutual agreement between the Board and the teacher, the sum accumulated to the credit of the participating teacher, including interest thereon, will be paid out to the participant using the pay schedule agreed upon for teachers not on leave of absence. Payment will be forwarded to an address designated by the teacher. Additional interest accumulated during the year of leave will be paid in a lump sum at the end of the leave year.
- (i) A teacher, during the period of deferral, shall have no access to the deferred monies so long as that teacher remains in the Leave Plan.

#### 28.05 **Terms of Reference for Leave**

- (a) On return from leave, a teacher shall be assigned, subject to the effects of declining enrolment, changing enrolment patterns or school organization changes, to the teacher's same position (including position of responsibility).
- (b) Sick leave credits shall not accumulate during the year spent on leave.
- (c) The year of leave taken under the Deferred Salary Leave Plan shall be treated as a year's teaching experience for the purpose of seniority with the Board. The teacher shall not be credited with increment in respect of that year.

- (d) A teacher shall not be granted leave under this plan who has not fulfilled all of the requirements of a previous Sabbatical or other leave plan as defined in the Collective Agreement.

#### 28.06 **Termination of Plan**

- (a) A teacher who is declared redundant, or whose contract with the Board is otherwise terminated, shall withdraw from the Plan.
- (b) In such cases, the teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.

#### 28.07 **Statutory Deductions**

- (a) Superannuation deductions are to be continued as provided by the current ruling of the Superannuation Commission during the terms of the teacher's participation in the above leave plan.
- (b) Subject to the approval of the Superannuation Commission a teacher may, on return from the leave, make payment to the Superannuation Commission on the difference, if any, between the amount received in the term of absence and the amount which would represent 100% of the salary for the term of the absence.
- (c) Income tax shall be deducted on the amounts received by the teacher during each year of the Plan in accordance with the income tax regulations in effect at that time. Canada Pension and U.I.C. deductions and credits shall similarly be determined by the regulations in effect at that time.

28.08(a) Except by mutual consent, an election to participate in the Plan shall be irrevocable, provided however, that a teacher may withdraw from the Plan prior to March 1st of the calendar year in which the leave is to be taken. Repayment shall be as provided in Clause 28.06(b) hereof.

- (b) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave by notifying the teacher prior to March 1st. In the event of such deferral, the teacher may choose to remain in the Plan or receive repayment as provided in Clause 28.06(b) as aforesaid.
- (c) Should any such deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated at the expiry date of the Plan shall continue to accumulate interest as provided in Clause 28.04(c) hereof, until the leave of absence is granted, and subject to the one year maximum deferral limitation set out in 28.08(b) as aforesaid.
- (d) In the event of a teacher's death while participating in the Plan, any monies accumulated, plus interest accrued [see Clause 28.04(c)] at the time of death shall be paid to the teacher's estate or a beneficiary as designated by the teacher. In the event that the teacher has not made such a designation, the monies accumulated shall be paid to the teacher's estate.

#### 28.09 **Contractual Agreement**

- (a) The Board and the Halton Secondary Unit assume no responsibility for any consequence arising out of the implementation of the Plan related to its effect on a teacher's superannuation provisions or income tax implications or any other employment related benefits.
- (b) A teacher wishing to participate in the Plan shall be required to sign a contract supplied by the Board before

final approval for participation is given.

## **ARTICLE XXIX - ADULT LEARNING CENTRE**

29.01 Article 18 shall apply to all teachers who are assigned to teach credit courses at the Adult Learning Centre with the exception of the following Articles:

18.01 (b)(c)(d)(e)

18.04

18.06

18.11

18.12

18.13

18.14(a)(b)

- (i) Where a program or course is delivered in module format, each module being comprised of two (2) instructional periods per day, the teacher may be assigned to teach up to seven (7) instructional periods in up to six (6) modules throughout and over the course of a school year. Each teacher may be assigned up to a maximum of one on call per week (3.5 hours).
- (ii) Should a regular or probationary teacher be used to deliver a program or course which is offered in a format other than a module format, the provisions of subparagraph (i) will be adjusted to permit assignments to teachers provided that, over all, the total time spent in assignments by any other regular or probationary teacher over the course of the school year shall not exceed the equivalent of what is permitted under sub section (i).
- (iii) Day School Programs - are those credit programs provided through the Adult Learning Centre which have been approved by the Board and which are completely funded under the day school grant formula.

## **ARTICLE XXX CONTINUING EDUCATION**

### **Continuing Education**

The following terms are the collective agreement provisions applying to Continuing Education teachers.

30.01 "Continuing Education Teacher" as referred to in this article means a teacher employed to teach a continuing education course or class established in accordance with the regulations for which a valid certificate of qualifications or a Letter of Standing as a teacher is required by the regulations.

- 30.02 It is agreed that the employment of the Continuing Education Teacher is conclusively deemed to have been terminated by mutual **agreement upon** the completion of the course or program which the teacher was employed to teach or on the date of the cancellation of the program which the teacher was employed to teach.
- 30.03 Teachers of Continuing Education shall be members of O.E.C.T.A. The applicable union dues will be deducted on an equal basis from each pay and on the basis of 1.25% of wages earned and subsequently remitted to the provincial office of O.E.C.T.A.
- 30.04 The hourly rate of pay set out in this Agreement is based only on scheduled classroom teaching hours. However, the payment to the teacher based on such hours is payment also for performance by the teacher of duties related to his/her teaching functions such as marking, evaluation, completing reports, student interviews, preparation and all other activities necessarily related to the effective teaching of pupils.
- 30.05 The grievance and arbitration procedures are those set out in Articles XXIII and XXIV of the collective agreement.
- 30.06 Other than as set out in this Article the terms and conditions of this collective agreement shall not be applicable to Continuing Education Teachers.
- 30.07 The Board shall pay to a Continuing Education Teacher for each hour of instruction in a credit course the following rate of pay:
- Effective September 1, 2003 - \$35.72
  - Effective February 1, 2004 - \$36.43
  - Effective September 1, 2004 - \$36.70
- 30.08 A continuing education teacher shall not be paid when absent from duties for any reason.
- 30.09 If required by the Employment Standards Act the above noted hourly rates are deemed to include vacation and Statutory Holiday Pay.
- 30.10 Continuing Education class sizes shall not exceed a maximum of 35 students.
- 30.11 Each Continuing Education day school teacher shall be recognized for experience for salary purposes to the extent that such teacher is hired by the Board for employment in day school according to the following formula:
- 7 credit courses = 1 year of experience in any one academic year.
- Notwithstanding the above no teacher shall accrue more than 1 year of experience.

#### **ARTICLE XXXI UNION BUSINESS**

- 31.01 Use of the premises of the Board shall be governed by Board Policies and Procedures for the use of schools.
- 31.02 The Board shall provide bulletin board space in the staff room of each school for the purpose of information. The Halton Secondary Unit shall provide copies of such information to the principal of the school.

- 31.03 The Board shall recognize one union representative at each secondary school or work site. The Halton Secondary Unit shall notify the Board in writing by September 30 of each year of the names of the officials and union representatives.
- 31.04 Where the administration of the school has a meeting with a teacher that is for formal discipline, such teacher shall be entitled to union representation at such meeting. The union representative and the aforementioned teacher shall be entitled to attend without loss of pay or benefits.
- 31.05 Where the Board establishes a committee requiring Association representation, the Association representative shall be appointed by the authorized representative of the Halton Secondary Unit.
- 31.06 The Board shall release teachers up to a maximum of twenty days (20) system-wide upon Association request and approval by the **Executive Officer, Human Resources Services**. Such days shall be exclusive of collective bargaining and health and safety matters. In reviewing the request for the release of teachers, the **Executive Officer, Human Resources Services** will take into account the impact on program delivery in the school.
- 31.07 Where such teacher(s) are released, as per Article 31.06, the Association shall reimburse the Board at the daily rate of the released teacher. An occasional teacher will be assigned for such teacher.

### **MANAGED HEALTH CARE PLAN**

#### **1. Dental Benefits**

- (a) There will be a one (1) year lag in the Ontario Dental Association (ODA) fee guide.  
i.e. benefits in the 1998 calendar year will be based on the fee guide in effect on January 1, 1997.
- (b) Recalls every 9 months
- (c) Periodontal scaling will be limited to ten (10) units per 12 months.
- (d) Bitewing x-rays will be limited to one (1) during an eighteen month period.
- (e) Complete oral exams will be limited to one (1) per five (5) years.
- (f) Fluoride Treatment for children under 19 years of age limit 1 every 12 months.

#### **2. Medical**

- (a) A pay direct drug card will be introduced with positive enrolment and C.O.B.
- (b) Mandatory generic replacement with the inclusion of an exception policy covering the allergic reactions to generic replacement.
- (c) Participation in Medi-Trust is voluntary
- (d) Massage therapy prescribed by a physician shall be limited to ten (10) visits per year to a maximum of \$750.00 annually.

### LETTER OF INTENT

1. Without limiting the generality of the Principal's authority as defined in the Education Act and Regulations, the Principal shall endeavour to keep bi-level classes to a minimum. The establishment of bi-level classes should occur only after single level classes have been planned (Special Education class excepted.)
2. The process of obtaining approval of the ten percent (10%) factor (Article 18.09(b) as follows:
  - i) The Principal shall provide the appropriate school superintendent with a written summary of the class(es) requiring the application of the ten percent (10%) factor.
  - ii) The Superintendent shall respond within five (5) working days to such request.
  - iii) The application of the 10% factor will not be implemented prior to receiving written approval of the Superintendent.
  - iv) A copy of the Principal's request for Superintendent's approval and the Superintendent's letter of response shall be provided to the OECTA Secondary President.
3. The maximum enrolment for bi-level classes **shall be as specified in Article 18.09(c).**

It is agreed that this Agreement is not intended to derogate from the Board's rights and obligations under the Education Act and Regulations to provide an education for all students enroled with the Board. In recognition of this point, it is agreed that if circumstances arise, during the school year, which require the maximum enrolments set out in **Article 18.09(c)** to be exceeded in a particular case, in order to provide for the educational needs of a student, the Board shall first meaningfully consult with authorized representatives of OECTA prior to exceeding the maximum enrolment of the class in question, as provided for in **Article 18.09(c)**.

#### **LETTER OF UNDERSTANDING**

**Re: Teacher Advisory Committee**

The parties are in agreement to the formation of a committee to review the Teacher Advisory Program. The parties agree that the program will be within the instructional day.

#### **LETTER OF UNDERSTANDING**

**Re: Fair and Equitable Staffing**

In the event of the passage of regulations impacting on secondary workload, the parties recognize it may not be possible to strictly follow Article 18.04. The parties agree that there will be fair and equitable distribution of workload.

The Board and the Unit shall meet to review the implementation of the regulations.

#### **LETTER OF UNDERSTANDING**

**Re: Criminal Records Check**

1. The Board shall require of the teachers a Criminal Background Check (CBC), as specified in Regulation 521/01 Ontario Regulations, which exhibits convictions only for which a pardon has not been granted.
2. Prior to May 31, 2003 the Board shall pay the cost of the Canadian Police Information Check provided that the teacher uses the services of the Ontario Education Services Corporation (OESC) as offered by the Board.
3. The Board prior to including any teacher in the batch process, shall receive a personal authorization from each teacher.
4. A teacher who chooses not to use the batch process offered by the Board as provided by OESC, shall be required to pay for and have a CBC on file with the Board by June 15, 2003.
5. The CBC and the yearly Offence Declaration, shall be stored in a confidential file separate from the personnel file. Access to the file shall be limited to the Executive Officer, Human Resources Services and a maximum of three designates from Human Resources Services.

**LETTER OF UNDERSTANDING**

**Re: Performance Appraisal**

1. The Board shall consult with representatives of the Bargaining Unit in the development of Procedures regarding Teacher Performance Appraisals. Such consultation shall commence no later than September 30, 2003.
2. No member of the Bargaining Unit shall conduct a Performance Appraisal of another member of the bargaining unit.
3. Voluntary activities shall not be imposed on a teacher as criteria within the context of the Performance Appraisal process.
4. The Teacher Performance Appraisal process and criteria shall be as set out in the Ministry of Education document, Supporting Teacher Excellence 2002, which is subject to change from time to time as mutually agreed upon by both parties.
5. The Bargaining Unit shall be provided with a list, on or before October 15 of each year, of the

names of the teachers in each school who are on the performance appraisal cycle in that school year.

6. When a teacher receives a performance appraisal rating of unsatisfactory, she/he shall be provided with a letter, developed by the President of Halton Secondary Unit, that concerns the process and directs the teacher to contact the President. Said letter shall be given to the teacher by the appraiser.

September 1, 2001

Mr. J. Pece  
President, O.E.C.T.A. Halton Secondary Unit

Dear Mr. Pece:

**RE: VACATION PAY AND REGULATION 3.04**

This letter will confirm our agreement that the annual salary for a teacher includes vacation pay and holiday pay.

This will also confirm that the school year shall be in accordance with regulation 304 and as designated by Ministry of Education and Training calendar. The Board shall not require teachers to attend any days under section 171 (2) (3) (4) (5) of the Education Act.

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L. G. Piovesan  
Director of Education,  
Halton Catholic District School Board

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J. Pece  
President, O.E.C.T.A. Halton Secondary Unit

Dated: September 1, 2001

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H. Schweinbenz  
O.E.C.T.A. Rep