

**Waterloo Elementary Unit OECTA
and
Waterloo Catholic District School Board**

PREAMBLE

WHEREAS it is the common goal of the Board and teachers to provide the best possible educational service for the children of this community, and

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

WHEREAS to achieve this common goal it is essential that the Board and teachers maintain the harmonious relationship that exists between them,

It is the desire of the Board and teachers to set forth in this Agreement the salaries, allowances and certain of the conditions of employment.

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

ARTICLE 1 - LEGAL OBLIGATIONS

1.01 Duration

This Collective Agreement shall be effective for the period of September 1, 2008 to August 31, 2012 and shall continue thereafter under the provisions of the current Ontario Labour Relations Act.

1.02 Strike or Lockout Provision

There shall be no strike or lockout during the term of this Agreement or any renewal of the Agreement brought about through failure of either party to serve notice of proposed changes in accordance with the Ontario Labour Relations Act.

1.03 Recognition

A) The Waterloo Catholic District School Board, hereinafter called the Board, shall recognize the Ontario English Catholic Teachers Association (OECTA), hereinafter called the teachers and/or Local Teacher Bargaining Unit (LTBU) as the sole and exclusive bargaining agent for the teachers employed according to the current Ontario Labour Relations Act which specifically prohibits negotiation by an individual or group of individuals with the Board except as specified by the Act.

B) 1) The Bargaining Unit includes all elementary teachers save and

except for occasional teachers.

- 2) Subject to the Education Act and the Regulations made thereunder and the requirements of the College of Teachers, all roles currently filled by teachers shall continue to be filled by teachers certified through the College of Teachers for the duration of this Agreement.

1.04 Renegotiation as Required by Law

In the event that this Agreement is altered by an outside party authorized by law to do so, those provisions so altered shall be subject to renegotiation.

1.05 Management Rights

- A) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of the current Ontario Labour Relations Act, and the regulations of the Ministry.
- B) The Principal shall be responsible to assign all duties deemed necessary for the safe and careful management of the school. The Principal shall distribute the duties equitably. Before assigning these duties, the Principal will discuss them with the staff affected in order to accommodate individual needs and abilities.
- C) In order to accommodate persons with disabilities, such person may be Assigned duties suitable to accommodate disability.

1.06 Freedom of Information Requests

The Director of Education will consider written requests to provide the teachers with any documents and/or data consistent with the rights provided in the Municipal Freedom of Information and Protection of Privacy Act as amended from time to time.

1.07 Workplace Harassment/Discrimination

- A) The Board recognizes that every employee has the right to employment free of harassment and the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, sex, age, record of offences, marital status, family status, handicap or membership in OECTA as per the Board's Employee Workplace Harassment/Discrimination Prevention Policy dated February 20, 2004, as may be amended from time to time.

A teacher who has a claim against the Board for discrimination or harassment involving any of the above will proceed through the Grievance Procedure within seven (7) calendar days as per Article 2.03 Step 2 B.

- B) A teacher's participation in OECTA should be recognized as being a positive contribution to the school system.

- C) The Board shall endeavor to provide a workplace free of harassment as defined in the Ontario Human Rights Code, for all teachers.

1.08 Just Cause

- A) A claim of unjust discipline or discharge by a teacher shall be subject to the Grievance and Arbitration Procedure as set forth in this Collective Agreement.

If the grievance relates to a claim of unjust discharge:

- 1) The grievor must file the grievance within ten (10) calendar days after the date of dismissal.
- 2) The grievance is initiated at Step 2 of the Grievance Procedure.

Where the matter concerned is of a denominational nature, the Board and the LTBU shall, prior to discipline or discharge, make every reasonable effort to resolve the matter on a personal basis through professional and/or religious counseling. In the event of a grievance pertaining to discipline or discharge on denominational grounds, there shall be a single Arbitrator who shall be the Bishop of the Diocese or his designate, whose decision shall be final and binding.

- B) The Board shall not demote a teacher from a position of responsibility without just cause.
- C) A teacher will serve a probationary period of one (1) year. The Board may extend the probationary period for one (1) additional year, by mutual agreement of the Board and OECTA.

1.09 Publication of Collective Agreement

- A) The Board shall provide each member of the Local Teacher Bargaining Unit with a copy of the Collective Agreement within thirty (30) days of the ratification and signing of the tentative agreement by both parties.
- B) Timelines may be extended by mutual agreement.

ARTICLE 2 - GRIEVANCE PROCEDURE - REVISED

2.01 Definition

A grievance is any difference or dispute which relates to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.

2.02 Protocol

These differences or disputes exist between the Board, and the Local Teacher Bargaining Unit acting on behalf of its members (*individual or group*). All

decisions, statements, and grievances shall be submitted in writing by registered mail or hand delivery. The date of registration/ delivery shall be deemed to be the date of any submission, decision or Board Grievance. The time limits may be extended by mutual agreement of the parties, in writing.

2.03 Individual Teacher Grievance

PROCEDURE STEP ONE

After discussion with the individual's immediate supervisor, the grievor, if necessary, shall submit a concise written statement of the grievance of the alleged violations of the provisions of the Collective Agreement and the redress sought to the Director of Education or designate with a copy to the individual's immediate Supervisor. This action will be taken within sixty (60) consecutive calendar days of the event giving rise to the grievance.

PROCEDURE STEP TWO

- A) Within seven (7) consecutive calendar days of the receipt of the statement of the grievance, the Director of Education or designate shall meet with the grievor to discuss the matter. The Director of Education or designate shall give a written decision to the grievor within seven (7) consecutive calendar days of the meeting.
- B) Notwithstanding the above, if a teacher accesses the Board's Employee Workplace Harassment/Discrimination Prevention Policy dated February 20, 2004, as may be amended from time to time, and does not reach resolution, the teacher may access the Grievance Procedure at Step Two within seven (7) consecutive calendar days.

PROCEDURE STEP THREE

- A) If, in the opinion of the Local Teacher Bargaining Unit, the grievance remains unresolved by the decision of the Director of Education or designate, the Local Teacher Bargaining Unit shall, within fifteen (15) consecutive calendar days, notify the other party of its desire to submit the grievance to arbitration. The notice and subsequent procedure shall be in accordance with Section 48 of the OLRA (*Ontario Labour Relations Act*).

The recipient of the notice shall, within five (5) consecutive calendar 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 appointee to the arbitration board.

In the case of an arbitration board, where two (2) appointees are so selected they shall, within five (5) consecutive calendar days of the appointment of the second of them, appoint a third person who shall be the chairperson.

If the recipient of the notice fails to nominate a single arbitrator or if the two (2) appointees fail to agree upon a chairperson within the time limits in the

case of a board of arbitration or the parties fail to agree on a single arbitrator, the appointment shall be made by the Minister of *Labour (established under the OLRA)* upon the request of either party.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference and shall issue a decision binding upon the parties.

- B) Prior to the arbitration hearing, either party may request grievance mediation by application to the Minister of Labour. The party applying shall immediately inform, in writing, the other party of said application. All timelines will be suspended until the grievance mediation is held.
- C) However, in the event of a grievance pertaining to discipline or discharge on denominational ground, there shall be a single arbitrator who shall be the Bishop of the Diocese or designate. The decision of the arbitrator shall be final and binding.
- D) Each party shall bear the expenses of its own appointee(s), in the case an arbitration board, and its witnesses, and the expense of the Chairperson of an arbitration board or a single arbitrator, as the case may be, shall be shared equally by the Local Teacher Bargaining Unit and the Board.

2.04 Group Grievance

If a common grievance concerning two or more members arises and each grievor affected agrees to their grievance being filed as part of a group grievance, it shall be submitted by the Executive of the Local Teacher Bargaining Unit to the Director of Education of the Board within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July and August. If within twenty (20) consecutive calendar days the grievance remains unresolved, the Local Teacher Bargaining Unit with the concurrence of the grievor may proceed to Step Three (3) of the Teacher Grievance Procedure.

2.05 Unit Grievance

Where a grievance involves a question of general application or interpretation, the Board or Local Teacher Bargaining Unit may initiate the grievance by filing it with the Local Teacher Bargaining Unit or the Director of Education, as the case may be, within sixty (60) consecutive calendar days, exclusive of July and August, of the event giving rise to the grievance and thereafter treat the grievance as if it were at Step Two (2) of the Teacher Grievance Procedure and thereafter at Step Three (3) if the grieving party so requests in conformity with the time limitations of the Procedure. No matter may be treated as a grievance under this clause if it could have been the subject of an individual employee or group grievance hereunder.

2.06 Board Grievance

Should the Board have a grievance with the Local Teacher Bargaining Unit, it shall refer the grievance to the appropriate executive of the Local Teacher Bargaining Unit within sixty (60) consecutive calendar days of the event giving

rise to the grievance, exclusive of July & August. If within twenty (20) consecutive calendar days, the grievance remains unresolved, the Board may proceed to Step Three (3) of the Teacher Grievance Procedure.

2.07 Representation

The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the Grievance - Arbitration Procedure.

2.08 Arbitration Board or the Single Arbitrator

The Arbitration Board or the single arbitrator as the case may be, may relieve against any breach of such time limits on terms it considers fair and equitable.

2.09 Attendance of Witnesses

The Chairperson of the Board of Arbitration or sole arbitrator as the case may be shall have the power to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath in the same manner as a court of record in civil cases, and to administer oaths.

2.10 Mediation

As outlined in Section 50 of the Ontario Labour Relations Act, the parties, at any time, may agree to refer one or more grievances to Grievance Mediation or Mediation Arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

2.11 Expedited Arbitration

Notwithstanding the procedure above either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act.

ARTICLE 3 - TEACHER RIGHTS AND RESPONSIBILITIES

3.01 Planning for First Day of Absence

A classroom teacher shall be responsible for planning for the first day of absence. Further daily planning shall be the responsibility of the Occasional Teacher substituting for them.

3.02 Extra Curricular Activities

Teacher participation in extra curricular activities is recognized as voluntary, subject to provisions of the Education Act and Regulations.

3.03 OECTA - P.A. Day

There shall be one-half (1/2) of one approved P.A. Day to be organized by the OECTA-Waterloo Unit. The purpose and content is to be submitted to and approved by the Joint Professional Development Committee.

3.04 P.A. Day (Part-Time Teachers)

Part-time teachers shall be required to participate in/attend Professional Activity Days commensurate with the percentage of contractual time which they are deemed to hold.

3.05 Teacher Representation on Committees

The Elementary Teacher Bargaining Unit shall appoint any teacher representative(s) on committees whose terms of reference have collective agreement implications, and/or board committee mandated to be established by the Ministry of Education or the provincial Discussion Table (PDT) Agreement May 1, 2008.

3.06 Association Representatives

- A) The Board recognizes the appointment or election by the teachers of one or more Association representative(s) at each school or worksite.
- B) The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other relevant information.
- C) The teachers at a school or worksite may request the use of a room to conduct Association business. This request must not interfere with the instructional program or community use and shall have the approval of the immediate supervisor.
- D) The Local Teacher Bargaining Unit shall have access to the use of the internal courier service and printing/copying of e-mail and faxes.
- E) If the immediate supervisor or Supervisory Officer requests a meeting with a teacher, the immediate supervisor or Supervisory Officer shall inform the teacher in advance so that they may choose to have Association representation at that meeting.
- F) Such meeting(s) will be held at a time that is mutually convenient to the parties included in the meeting.

ARTICLE 4 - WORKING CONDITIONS

4.01 Personnel Files

- A) The Board shall have the right to maintain Personnel files that will be kept at the Education Centre.
- B) Each time a file is viewed by a Supervisory Officer, a Principal, or the teacher, the following will be recorded:
 - 1. Date
 - 2. Viewed by
 - 3. Purpose

4.02 Access to Personnel Files

Individual teachers have the right to review the contents of any and all files kept on them and to obtain copies of anything therein in accordance with the Municipal Freedom of Information and Protection of Privacy Act as amended from time to time. Requests for reviewing contents of files shall be handled through the Office of the Human Resource Services. A request to view one's file shall be made a minimum of twenty-four (24) hours prior to actual viewing.

4.03 Filing of Reports

All reports made upon the work of a teacher which could affect the continuance of a teacher's employment or the possible future consideration for a position of responsibility within the Bargaining Unit shall be made in writing and placed within the teacher's file within ten (10) working days following receipt of both the teacher and administrator's signatures on the report. It is understood that such signature is only an acknowledgment of having received a copy thereof.

4.04 The Performance Appraisal of Experienced Teachers Process

- A) The performance appraisal of experienced teachers shall be conducted in accordance with the Education Act, Regulations, the Ministry of Education Technical Requirements Manual document entitled Performance Appraisal of Experienced Teachers, 2007 and related Board Administrative Policies, as may be amended from time to time.
- B) No member of the bargaining unit shall participate in evaluating the performance of another member.
- C) Upon receipt of the Summative Report Form of the Performance Appraisal of Experienced Teachers, the teacher may add comments to it shall sign it (*with the express understanding that such signature is only an acknowledgement of having received a copy thereof*) and return it to the Principal for placement in the teacher's personnel file at the Board office. Any such comments are to be returned within six (6) working days, which shall be extended with mutual consent in the event of the teacher having received an unsatisfactory appraisal. It is understood that the timelines related to the Performance Appraisal for Experienced Teachers contained in the applicable legislation will be adhered to.
- D) Voluntary activities shall not be evaluated within the context of the performance appraisal process.
- E) The name of any teacher having received an unsatisfactory rating on the Performance Appraisal for Experienced Teachers shall be forwarded to the President of the Unit within five (5) working days of the teacher having received the unsatisfactory appraisal rating.
- F) By October 15th of each school year the Board shall disclose to the Unit the names, if any, of the experienced teachers who are designated to participate

in the Performance Appraisal of Experienced Teachers process in that school year. With mutual agreement, the timelines can be extended.

4.05 The New Teacher Performance Appraisal Process and Induction Program

- A) The performance appraisal and induction of new teachers, as defined by the legislation, shall be conducted in accordance with the Education Act, Regulations, and the Ministry of Education's Manual for Performance Appraisal of New Teachers, 2006, and Induction Elements Manual, 2006, and related Board Administrative Policies as may be amended from time to time.
- B) No member of the Bargaining Unit shall participate in the Performance Appraisal of New Teachers. Only members of the Bargaining Unit may participate in the mentoring Induction Element of the process.
- C) The New Teacher may choose a mentor from the roster of mentors who have volunteered and have been in-serviced by the board as to the role of expectations of a mentor. See Letter of Understanding re: Mentorship.
- D) Any member of the Bargaining Unit, with five (5) years seniority, may become a mentor within the context of the New Teacher Induction process.
- E) By October 15th of each year, the Board shall disclose to the unit the names of all New Teachers, as defined by the Education Act, and the names of their respective mentors.
- F) The mentoring relationship between the mentor and the mentee, shall terminate in the event that the New Teacher receives a "development needed" or an "unsatisfactory" rating on the Summative Report Form for New Teachers.
- G) Upon receipt of the Summative Report Form of a Performance Appraisal for New Teachers, the New Teacher may add comments to it, shall sign it (*with the express understanding that such signature is only an acknowledgement of having received a copy thereof*) and return it to the principal for placement in the teacher's personnel file at the Education Centre. It is understood that the timelines related to the Performance Appraisal for New Teachers and the New Teacher Induction Program contained in the applicable legislation will be adhered to.
- H) Voluntary activities shall not be evaluated within the context of the Performance Appraisal of New Teachers or the New Teacher Induction process.
- I) The name of a New Teacher who received a Summative Rating of "development needed" or "unsatisfactory" under the Performance Appraisal of New Teachers shall be forwarded to the President of the Unit within five (5) working days of the New Teacher having received either rating.

- J) It is understood that a New Teacher will track their Induction process on the New Teacher Induction Strategy Form and upon completion, the form shall be signed by the principal and forwarded to the College of Teachers. It is further understood that the elements of the New Teacher Induction Program shall be embedded in the instructional day.

4.06 Teacher Report Information

A teacher may request in writing through the Office of Human Resource Services after one (1) year from the date of the report, the removal of a negative report in their personnel file. It is understood that there may be a denial of any such request.

4.07 Record of Contributions

The teacher's personnel file shall contain a record of outstanding work or voluntary positive contributions to the school system. Such services as participation on Board Committees, special projects, extra curricular activities, or professional participation in OECTA matters shall be recorded and entered in the teacher's personnel file. The Local Teacher Bargaining Unit shall provide the Board with a record of such contributions to the school system no later than June 30th of each school year.

4.08 Disposition of Complaints

A complaint received upon the work of a teacher, which will be investigated, shall be brought to the attention of the teacher as soon as possible but no later than fifteen (15) working days from the date of complaint. The teacher will be given the opportunity to explain or refute the basis of the complaint.

4.09 Health And Safety

- A) No teacher shall be discharged, penalized or disciplined for refusing to work as provided in the current Occupational Health and Safety Act. There shall be no loss of pay or benefits during the period of refusal.
- B) The OECTA Waterloo Unit shall appoint one (1) Elementary Teacher plus one (1) alternate to a joint Health and Safety Committee to carry out its mandate under the terms of the current Occupational Health and Safety Act.

4.10 Seniority/Redundancy/Notification

- A) **Seniority**
1. For the purpose of this Agreement, seniority shall start from the most recent date of hire within the Local Teacher Bargaining Unit.
 2. The Board shall prepare a seniority list of all elementary teachers within its employ by January 31st of each year to be effective December 31st of the same year showing the name and date of hire. This list will be posted in each school.

3. Teachers who believe that their placement on the list is incorrect must contact the Office of Human Resource Services within thirty (30) calendar days of receipt. Thereafter the list will be deemed correct for the next period.
4. For the purpose of this list, teachers whose contractual effective date was before September 1, 1978, will show on the list as August 31, 1978.
5. Teachers hired before September 1, 1978 will show on the list in alphabetical order. Teachers hired after 1978 will show in order of hiring date.
6. Commencing September 1985, the Board will recognize for seniority purposes, the total of the teacher's experience with the Waterloo Catholic District School Board and its predecessors.

B) Redundancy

- 1) Where the number of teaching staff is reduced, reduction shall be made in the following order:
 - a) Attrition
 - b) Reverse order of seniority
- 2) Where more than one (1) teacher has the same date of hire, redundant teachers shall be determined by the following conditions:
 - a) reverse order of seniority determined by total teaching experience with any Ontario School Board.
 - b) Q.E.C.O. Programme 5_rating in the following order: AO, A1, A2, A3, A4
- 3) Where more than one (1) teacher continues to have the same seniority, the redundant teacher(s) shall be determined by lot in the presence of the President of the Unit or designate and a representative of Human Resource Services.
- 4) Where qualified teachers with qualifications in special subject areas are required, priority shall be given to those already on staff who are qualified or who can become qualified within fourteen (14) months of the end of the current school year. Where a teacher has indicated that they have made every effort to meet the necessary requirements, an extension may be granted at the discretion of the Board.
- 5) Redundant positions will be determined on a system-wide basis.

C) Notification

- 1) On or before March 31, the Board shall notify the Local Teachers Bargaining Unit of the suspected number of potential redundancies for

the ensuing year. Teachers who may potentially be terminated because of redundancy shall be so notified, in writing, not later than May 1, preceding the September 1, on which the termination may become effective.

- 2) In the event that potential redundancies for the ensuing year are indicated, present elementary teaching staff shall be placed in any openings for which they are qualified, prior to access/placement of teachers not currently covered by this Collective Agreement.
- 3) In the event that a teacher transfers from a secondary school into the elementary panel, the teacher will have the seniority and contractual status in effect at the time of the transfer, applied to the placement on the seniority list.
- 4) All transfers between the elementary and secondary panels shall require the consent of the teacher and compliance with all appropriate provisions in effect.
- 5) Teachers released due to redundancy shall receive a letter stating this as the reason for termination.

4.11 Reduction - Positions of Responsibility

Where a reduction is necessary in any of the following positions and a responsibility allowance is paid under the terms of this Collective Agreement, length of continuous service in that position with the Board will be given first consideration: Consultants or Resource Teachers by subject or specialty.

4.12 Recall

- A) The Board will determine the position(s) available.
- B) The Board will recall teachers in reverse order in which they were declared redundant as per the seniority list and required qualifications under the Education Act.
- C) The right to recall shall terminate twenty-four (24) consecutive months from August 31st of the contractual year in which the teacher is declared redundant.
- D) All teachers terminated for reason of redundancy will be placed on the Recall List.
- E) Teachers maintained on the Recall List shall not be on contract but shall be given priority whenever possible for the next twenty-four (24) consecutive months to fill occasional teacher positions as they become available without forfeiting their right to recall as set out above.
- F) Teachers recalled will continue the seniority and sick leave credits they had prior to interruption of service.

- G) The following steps shall be used in recalling teachers:
- 1) The Office of Human Resource Services shall notify the teacher of an available position by telephone, confirmed by Registered Mail or registered by courier. The notification will be sent to the last address which the teacher registered with the Board.
 - 2) It is the teachers' responsibility to keep the Board informed in writing of a change of address and telephone number within ten (10) calendar days of relocation.
 - 3) The teacher shall within ten (10) calendar days after the date of the registered letter advise, in writing, the Human Resource Services Office of their intention to return at the required time, failing which, their rights to recall are null and void.
 - 4) Where a teacher is recalled, it will be to an available position, equivalent to the teacher's previous employment status*.
*(*employment status shall mean full-time or part-time)*
 - 5) If a teacher refuses a position of equivalent employment status*, recall rights will be forfeited.
*(*employment status shall mean full-time or part-time)*
 - 6) A teacher who is hired by another School Board shall forfeit recall rights.

4.13 Teacher Surplus Process

Surplus at a school shall mean; a reduction in the total number of teaching positions in a school due to:

1. declining enrolment at a school
or
2. enrolment shifts brought about by the opening of a new school or the closing of an existing school
or
3. the reduction in or elimination of a program at a school
or
4. a change in the catchment area of the school
or
5. a new teacher who has been hired during the school year because of an increase in enrolment, or because of the resignation, death, or retirement of a teacher shall be declared surplus

When a school experiences a surplus in teaching staff, as defined above, the least senior teacher (as identified in Article 4.10) in the school shall be declared surplus, provided the remaining teachers have the qualifications as defined by the Education Act to fill the remaining teaching positions at the school.

The Board shall notify teachers declared surplus in writing one week prior to the first posting. The names of all teachers declared surplus shall be forwarded to the unit with a rationale for the surplus. Surplus teachers shall be assigned as per Article 4.16

4.14 Staffing

- A) The Board shall:
 - a) ensure that the average size of its Elementary School classes, in the aggregate, as of October 31st each year, shall be made in compliance with Section 170.1 of the Education Act which may be amended from time to time.
 - b) ensure that the class sizes for junior kindergarten to grade 3 shall be, as directed by the Ministry of Education's Primary Class size initiative.
 - c) ensure that the elementary class size provisions as set out in the Provincial Discussion Table (PDT) Agreement of May 1, 2008 shall be implemented according to the timeframe as set out in the PDT.
- B) An Educational Assistant will be provided in Junior Kindergarten, Kindergarten and combined Junior Kindergarten/Kindergarten classes when a class in a school exceeds twenty-three (23) students.

4.15 New Positions and Allowances

When the Board creates a new position a job description of the new position shall be presented to the Negotiating Teams of the Board and the teachers. The allowance, if any, will be negotiated and a recommendation presented to the Local Teacher Bargaining Unit. Upon ratification by both parties the allowance, if any, shall become part of this Agreement.

4.16 Transfers

- A) Teacher transfers shall occur in accordance with the Transfer and Posting procedures developed jointly between the Board and the teachers.

For the purpose of this Agreement, there shall be two (2) types of transfers as follows:

1) Transfer Via Required Placement

- a) Teachers who, due to changes in school enrolment, are surplus in their present school(s) or teachers who fill a pre-existing position that becomes vacant mid-year.

The least senior classroom teacher in a school shall be declared surplus, providing the remaining teachers have the qualifications as defined in the Education Act to fill the remaining teaching positions at the school.

The Board shall notify teachers declared surplus in writing as soon as possible after the decision has been made. The names of all teachers declared surplus shall be forwarded to the Unit.

- b) Teachers holding Board-wide position(s) who are returning to a specific school teaching position.
- c) Any teachers having completed five (5) continuous years of experience in a school and/or position (including up to one year leave) and seeking another teaching position.
- d) Under extenuating circumstances, other teachers as approved by the appropriate Supervisory Officer.
- e) Any teacher requesting a half-time leave or half-time reduction in contract status.
- f) A teacher who has participated in the required placement process and has not been accommodated will be given the opportunity to discuss the reasons with their Superintendent. The reasons will be given, in writing, where requested by the teacher.

2) Transfers Via Posting:

- a) Any teacher with two or more continuous years of experience in the present school and/or position (*including up to one year leave*) at the date of posting.
 - b) Where specialized qualifications are required (*e.g. Special Education, French as a Second Language*), *an individual must have the qualifications at the time of application.*
 - c) Under extenuating circumstances, other staff approved by the appropriate Human Resource Services Officer.
- B) An annual review of the Procedures will take place prior to their issuance to all teachers. Through the Office of Human Resource Services, representatives of the Local Teacher Bargaining Unit will be provided with an opportunity for input and any revision will be made by mutual agreement.
- C) The transfer procedures will not be changed or modified for the duration of the transfer process except by mutual agreement.
- D) As per the elementary teacher transfer process of the current school year, but no later than the date of the first posting or May 15th, which ever comes first, the Office of Human Resource Services will notify in writing all French Second Language, Planning Time, Special Education and/or Required Placement Teachers that they may be transferred to a school in a different community within the system in the following school year.
- E) The Board, operating within the provisions of the Education Act and Regulations, may administratively transfer or re-assign a teacher at any time for extenuating circumstances. Such transfers or re-assignments shall be communicated to the Local Teacher Bargaining Unit as soon as possible after the decision has been made.

4.17 Elementary Teaching Assignments

Prior to the start of the Transfer Process, the Principal, in consultation with the teacher, shall determine the tentative assignment. Following such consultation with

the teacher, tentative assignments shall be posted in the school. Included in the matters to be considered by the Principal shall be the teacher's preferences, qualifications and teaching experiences of the teacher.

4.18 Postings for Positions of Additional Responsibility

- A) The Board shall post all positions of additional responsibility within the Bargaining Unit.
- B) All postings will include the qualifications necessary for the position.
- C) Unsuccessful applicants may apply to the Human Resource Services Office or appropriate Supervisory Officer for a debriefing meeting.
- D) The Board shall ensure that all postings are placed in schools prior to any public advertising. During the vacation periods, postings will be displayed on the StaffNet under Career Opportunities and copies of such postings will be sent to the OECTA Unit office and emailed to all members of the unit at the teacher assigned e-mail account.

4.19 On-site Teaching Staff - Considerations

Prior to the end of the school year, the Principal shall make teachers aware of openings within the currently assigned school for the following September. Consideration for these assignments shall be subject to the surplus and redundancy provisions of this Collective Agreement. It is further understood that consideration for such teaching positions is subject to the requirements of an equivalent assignment status.

4.20 Planning/Preparation Time

- 1) Planning/Preparation time shall be teacher-directed.
- 2) Planning/Preparation time shall begin no later than the first Wednesday of the school year.
- 3) Planning/Preparation time shall be scheduled with input from the teacher(s).
- 4) a) Effective September 1, 2008, all full time teachers shall have a minimum of 200 minutes of planning/preparation time per week inclusive of transition time (40 minute blocks per day). Part-time teacher planning/preparation time shall be pro-rated based on the percentage of time taught and applied as above. FSL and Planning Teachers shall be assigned daily planning/preparation time in blocks of not less than 30 continuous minutes so that the total number of minutes is not less than 200 minutes per week.

b) Effective September 1, 2009, all full time teachers shall have a minimum of 210 minutes of planning/preparation time per week inclusive of transition time (40 minute blocks per day). The additional 10 minutes per week shall be aggregated into 40 minute blocks. These aggregated

blocks shall be scheduled in one of the three terms per school year. Part-time teacher planning/preparation time shall be pro-rated based on the percentage of time taught and applied as above. FSL and Planning Teachers shall be assigned daily planning/preparation time in blocks of not less than 30 continuous minutes so that the total number of blocks is not less than eight per week.

c) Effective September 1, 2010, all full time teachers shall have a minimum of 220 minutes of planning/preparation time per week inclusive of transition time (40 minute blocks per day). The additional 20 minutes per week shall be aggregated into 40 minute blocks. These aggregated blocks shall be scheduled every two weeks throughout the school year. Part-time teacher planning/preparation time shall be pro-rated based on the percentage of time taught and applied as above. FSL and Planning Teachers shall be assigned daily planning/preparation time in blocks of not less than 30 continuous minutes so that the total number of blocks is not less than eight per week.

d) Effective September 1, 2011, all full time teachers shall have a minimum of 230 minutes of planning/preparation time per week inclusive of transition time (40 minute blocks per day). The additional 30 minute block shall be scheduled on one of the instructional days during each week. Part-time teacher planning/preparation time shall be pro-rated based on the percentage of time taught and applied as above. FSL and Planning Teachers shall be assigned daily planning/preparation time in blocks of not less than 30 continuous minutes so that the total number of blocks is not less than eight per week.

e) Effective August 31, 2012, all full time teachers shall have a minimum of 240 minutes of planning/preparation time per week inclusive of transition time (40 minute blocks per day). The additional 40 minute block shall be scheduled on one of the instructional days during each week. Part-time teacher planning/preparation time shall be pro-rated based on the percentage of time taught and applied as above. FSL and Planning Teachers shall be assigned daily planning/preparation time in blocks of not less than eight per week.

- 5) In the case where a teacher misses his/her assigned planning/preparation time because the preparation/planning time teacher (including FSL and any other) has been assigned other duties or is absent and has not been replaced with an Occasional Teacher, the teacher shall log such missed planning/preparation time within 5 school days.

4.21 Acting Vice-Principal

- A) After consultation with the Unit and with the agreement of the teacher, the Board as a last resort may assign to a teacher the duties of acting vice-principal for a temporary period of time not to exceed sixty (60) consecutive school days. Any extension of this period shall only be made with the mutual agreement of the Local Teacher Bargaining Unit and the Board.

- B) Acceptance by the teacher, of such a temporary assignment, shall not interrupt the accumulation of seniority rights under the provisions of this Collective Agreement.
- C) All other provisions of this Agreement shall apply to the teacher during such a period of temporary assignment.
- D) The acting vice-principal shall be compensated at the per diem for such a position.
- E) An acting vice-principal shall not participate in the Teacher Performance Appraisal of another member of the Bargaining Unit.

4.22 Restricted Procedures

- A) No teacher shall be requested to carry out any of the following procedures:
 - lifting and positioning
 - assistance with mobility
 - feeding
 - toileting
 - injecting of any substance

However a teacher shall provide help and/or seek assistance for a student in an emergency.

- B) The Board shall, through existing or supplementary insurance coverage, insure teachers against claims arising from the administration of medication in emergency/non-emergency situations.

4.23 Assault

For a series of complex reasons, violence is being frequently resorted to in society. In the educational setting teachers are sometimes the target of assault by students and others.

- A) The Board and the Local Teacher Bargaining Unit recognize that every teacher has the right to security of person in the workplace.
- B) Under the Criminal Code of Canada, an assault occurs not just when someone intentionally applies force to another person without that person's consent, but also when a person attempts or threatens to apply force.
- C) Where the teacher believes that an assault has taken place, the following actions shall be taken:
 1. The assailant is to be removed from the presence of the teacher as soon as possible.

2. The teacher is to receive immediate medical attention when warranted and medical verification of the injuries from a qualified medical practitioner (*Physician*).
 3. The teacher, or a colleague, informs the Principal or designate who, in turn, informs the appropriate Supervisory Officer of the alleged assault, and requests that the Board's legal counsel be advised.
 4. The Principal, with the possible assistance of the police, immediately establishes the details of the alleged assault and identifies witnesses if any.
 5. Where the alleged assailant is a student in the school, the Principal immediately reassigns the student out of the class of the assaulted teacher and, where appropriate and possible, considers the permanency of the reassignment.
 6. Where the investigation establishes that an assault has taken place and that the assailant is a student in the school, the Principal shall ascertain whether the student should be suspended or expelled pursuant to Sections 306 and 308 of the Education Act, as amended from time to time. Where appropriate and possible, the student will not be assigned to the assaulted teacher's class for the following term.
 7. Where an investigation establishes that the assailant is a person other than a student in the school, the Principal calls the police to investigate.
 8. The Principal makes a written account of the events, times and witnesses and furnishes the teacher with a copy of this account and any other reports pertaining to the assault.
 9. The teacher, or if necessary, a colleague or the Principal, informs the OECTA staff representative and the Unit President of the assault.
 10. Where necessary, the teacher receives time off from all duties to a maximum of sixty (60) calendar days, without loss of pay, service credits, or sick leave credits. Where time off beyond sixty (60) calendar days is required, the teacher's accumulated sick leave credit will be used.
- D) The Teachers and the Board agree that a safe and secure educational environment is a shared responsibility, requiring mutual understanding and co-operation. Therefore both parties agree that personal security of staff must be recognized in determining appropriate supervisory responsibilities.

4.24 Lunch Break

- A) A scheduled interval between classes for lunch break for teachers shall not be less than forty (40) consecutive minutes.
- B) Every Elementary school shall have one (1) Lunch Hour Supervisor effective January 4, 1999.

- C) Effective September 1, 2001 each teacher shall have a forty (40) minute (*consecutive*) lunch break free from assigned supervision duties to run concurrent with the students lunch period.

Should a Lunch Hour Supervisor (LHS) not be available, teachers will assist with noon hour duties until a replacement is hired. Teacher use is to a maximum of fifteen (15) working days from the date of unavailability of the LHS.

4.25 Teachers Assigned to Two or More Locations

Intinerant teachers, teachers who travel to more than one school, shall have travel time exclusive of lunch, recess and planning time.

4.26 Teacher Absence

In the event of the absence of a classroom teacher or a teacher delivering program(s) to students (i.e. French teachers, Special Education teachers, teachers providing planning time), a daily Occasional Teacher shall be assigned to all the regular duties, responsibilities and assignments of the teacher being replaced.

4.27 Investigation by the College of Teachers

If a teacher is the subject of an investigation by the College of Teachers, no action will be taken upon said teacher by the Board, without prior investigation by the Board.

4.28 Teacher Assigned Supervision

It is understood that all school board staff have a role to play in elementary school supervision.

Supervision shall be assigned to teachers as per best practices as agreed to and Established by the parties.

- A) Effective September 1, 2008
Each full time teacher shall be assigned a maximum of 80 minutes of supervision per five (5) day week. It is understood that the maximum of 80 minutes of supervision per five (5) days week may be averaged over a two (2) week period. No single week in the two (2) week average period may exceed 100 minutes.
- B) Effective September 1, 2009
Each full time teacher shall be assigned a maximum of 80 minutes of supervision per five (5) day week. It is understood that the maximum of 80 minutes of supervision per five (5) day week may be averaged over a two (2) week period. No single week in the two (2) week average period may exceed 90 minutes.

- C) Effective September 1, 2010
Each full time teacher shall be assigned a maximum of 80 minutes of supervision per five (5) day week. Part-time teacher supervision assignments shall be pro-rated based on the percentage of time taught.
- D) Elementary teachers shall be available to students in their classroom fifteen (15) minutes prior to the first scheduled class of the day and five (5) minutes prior to the scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision.
- E) Notwithstanding D) above, it is agreed that teachers will be in their classroom or teaching area fifteen (15) minutes prior to the first scheduled class of the day, as per past practice.

4.29 Report Card Preparation/Assessment Days

Effective September 1, 2009, one (1) Professional Activity Day under Regulation 304, shall be designated for the purpose of assessment and the preparation/completion of student report cards at the discretion of the teacher. The professional development day shall be scheduled so as to be consistent with the established timelines for the completion of student report card. The day shall be designated in the board's calendar prior to the first reporting period. The designation of this day shall be in the purview of the Joint Professional Development Committee.

Effective September 1, 2010, two (2) Professional Activity Days under Regulation 304, shall be designated for the purpose of assessment and the preparation/completion of student report cards at the discretion of the teacher. The professional development days shall be scheduled so as to be consistent with the established timelines for the completion of student report cards. The days shall be designated in the board's calendar prior to the first reporting period. The designation of these days shall be in the purview of the Joint Professional Development Committee.

4.30 Tutoring Programs and OFIP Tutoring

1. The work of the OFIP Tutoring Program developed by the Ministry of Education and the Literacy and Numeracy Secretariat and other tutoring at the elementary level is bargaining unit work.
2. Any tutoring program shall take place outside of the instructional day and therefore have no negative impact on the workload of any elementary teacher.
3. The pay rate for the tutoring programs shall be the hourly Continuing Education rate as set out herein Article 7.14

4. Upon the implementation of the OFIP Tutoring or other tutoring programs, elementary teaching positions related to the program shall be posted and offered to teachers of the Board as determined by qualifications as outlined as per the Education Act.

4.31 Joint Professional Development Committee

The Parties agree that Professional Development needs to be addressed at the system level through the establishment of a Joint Committee.

- A) The committee will be composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Waterloo Elementary OECTA Bargaining Unit and mutually agreed appropriate resource staff.
- B) The committee shall be established by January 15, 2009 and shall work by consensus.
- C) The terms of reference of the Joint Professional Development Committee are to:
 1. Ensure that the content of Professional Activity days is consistent with the learning goals identified in the teachers' Annual Learning Plan.
 2. Ensure and promote best practices in the implementation of professional learning embedded in the instructional day.
 3. Advise on the allocation and dissemination of the funding generated in the Pupil Foundation Grants in 2009-2010, 2010-2011 and 2011-2012 for the purposes of enhancing professional development opportunities for teachers.
 4. Promote and advise on best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation in elementary schools, embedded in the instructional day.
 5. Advise and assist Board staff who are assigned the responsibility of providing and planning professional development experiences and activities for Elementary Teachers.
 6. Notwithstanding B) above, in the event that the Committee is unable to reach consensus on a matter that is within its mandate the issue will be forwarded to the Elementary Labour-Management Joint Committee to be dealt with forthwith.
 7. Advise on the designation of the yearly Elementary Report Card preparation/assessment day(s).

ARTICLE 5 - LEAVES OF ABSENCE

5.01 Long-term Leave

Leaves without pay may be granted at the discretion of the Board to a maximum of one (1) year at a time without loss of previous service credit.

- a) Except for statutory leaves, a teacher must have completed two (2) years of employment with the Board at the time of the request. Such application shall be made in writing on or before February 15 of the previous year.
- b) A teacher while on such leave who wishes to request an extension of said leave must make such application in writing on or before February 15 of the school year in which the leave is taken. Should no request of extension be made in writing to the Superintendent of the Human Resource Services on or before February 15, it is understood and expected that the teacher will return to an assigned position.

5.02 Short-term Compassionate Leave

Short-Term Compassionate Leave may be granted at the discretion of the Office of Human Resource Services with or without loss of pay, service credit and/or sick leave credits.

5.03 Bereavement Leave

Bereavement Leave shall be granted under the following terms and conditions:

- A) In the event of the death of an employee's spouse, child, step-child, ward, brother, sister, parent or step-parent, leave will be granted without loss of pay or service credit for up to five (5) working days within an eight (8) calendar day period beginning with the date of death.
- B) In the event of death of an employee's mother-in-law, father-in-law, fiancé/fiancée, grandchild or grandparents, leave will be granted without loss of pay or service credit for three (3) working days within an eight (8) calendar day period beginning with the date of death.

5.04 Bereavement Leave - Other

At the discretion of the Office of Human Resource Services one (1) day will be granted for the purpose of attending a funeral.

5.05 Emergency Leave

Emergency leave of up to one-half (1/2) day requires the approval of the Principal or designate.

5.06 Pregnancy/Parental Leave

Pregnancy/Parental Leave shall be granted in accordance with the current Employment Standards Act, R.S.O. 1980, Chapter 137, as amended.

If a request for an extension of the leave is granted, the teacher assumes full responsibility for the cost of such benefits for the extended period of time. The onus is on the teacher to request, in writing, the benefits to continue for the period of the approved extension of the leave.

5.07 Adoption Leave

Effective September 1, 2008, for Adoption Leave the employee shall have the option of Plan A or B.

- A) PLAN A - A teacher shall be granted special leave without loss of pay or service credit up to a maximum of four (4) days for needs directly related to the legal adoption of a child.
- B) PLAN B - Where a teacher officially adopts a child, leave of absence may be granted under the same terms and conditions as outlined for Pregnancy/Parenting Leave except for proof of pregnancy. The teacher shall notify the Board when initial approval of the adoption application is received from the adoption agency.

5.08 Paternity Leave

Effective September 1, 2008, a male teacher shall be granted up to a maximum of four (4) days for needs directly related to the birth of his child without loss of pay or service credit.

5.09 Educational Leave - Conferences

Educational Leave may be granted without loss of pay or service credit for attendance at approved professional conferences and seminars at the discretion of the Office of Human Resource Services or designate.

5.10 Educational Leave - Board Initiated

Where the Board initiates the request for Educational Leave, the Board shall pay one hundred percent (100%) of approved costs.

5.11 Educational Leave - Long Term

Long-Term Educational Leave may be granted at the discretion of the Board, upon request by a teacher provided that said Leave commences on the first day of a new school term, normally September 1st, without loss of previous service credit.

5.12 University/College Graduation Leave

One (1) day without loss of pay or service credit will be granted for the purpose of attending a university/college graduation for self, spouse or child.

5.13 University/College Examination Leave

- A) One (1) day without loss of pay or service credit will be granted for the purpose of taking a final university/college exam during the regular teaching day.

- B) One half (1/2) day will be granted if the examination is written on a school day but outside the regular teaching hours.
- C) The onus is on the teacher to submit proof, satisfactory to the Board, that the university/college exam is a final one and the time at which it is written.

5.14 Jury Duty/Court Appearances

- A) Time will be allowed for Jury Duty or Subpoenaed Witness Service without loss of pay or service credit. As full pay will be issued by the Board, any remuneration received for Jury or Witness Service will be turned over to the Board minus the value, supported by receipts, of any extra expenses caused by such service.
- B) A teacher facing court appearances will be given the time to plead the case with no loss of service credit. At the discretion of the Director, the teacher may be required to reimburse the Board for the cost of a replacement teacher.

5.15 Sick Leave

Sick leave with full pay will be granted to a maximum of twenty (20) days for the current school year plus any unused accumulated Sick Leave.

5.16 Sick Leave - Accumulation

One hundred percent (100%) of unused sick leave per year shall be carried forward and accumulated up to a maximum of two hundred and forty (240) days.

5.17 Certification of Illness

The Board has the right to request certification of illness by a physician.

5.18 Cancellation of Unused Sick Leave Credits

Unused sick leave credits with this Board are cancelled on termination of employment except as outlined in this Agreement.

5.19 Previous Board Accumulated Sick Leave Credits

Effective September 1, 1991, when a teacher becomes an employee of this Board, the Board shall recognize one hundred percent (100%) of the accumulated sick leave credit recognized by the teacher's previous Board to a total of two hundred and twenty (220) days. This clause is not retroactive.

5.20 Use of Sick Leave Credits

After the statutory sick leave of twenty (20) days has been used in any school year, each eligible employee shall receive pay under this plan for absence caused by sickness, quarantine, physical and or mental disability up to the amount of their accumulated sick leave.

5.21 Statement of Sick Leave Credits

A statement of annual salary, years of recognized teaching experience, responsibility allowance (if any), and accumulative sick leave credit will be sent to each teacher no later than October 31st. Any discrepancy must be reported in writing within thirty (30) consecutive calendar days, otherwise the statement will be deemed to be correct.

5.22 Sabbatical Leave

The Board agrees to provide its teaching staff with the opportunity to improve its competency in areas deemed to be needs of the school system through an approved Sabbatical Leave Plan as outlined in Appendix "B".

5.23 Leave - Appointed or Elected Positions

Where a teacher is an Appointed or Elected Member of a Standing Committee or Commission of a Municipal Council or a Library Board, or Conservation Authority of the Region of Waterloo, the individual may be granted, at the discretion of the Director of Education, with or without loss of pay or service credits, leave for the purpose of attending meetings or conferences directly related to their election/appointment when they have been duly authorized by the governing body as an Official Representative. The leave so granted shall not exceed three (3) days in a school year.

5.24 OECTA Release Time

- A) The President of the OECTA-Waterloo Unit shall be released up to full-time from assigned duties in order to perform the functions of the position of President.
- B) The Vice-President of this Bargaining Unit shall be released up to 1 FTE from assigned duties in order to perform the functions of the elected office.
- C) Requests for release time for additional members of OECTA-Waterloo Unit shall be submitted in writing to the Director of Education or designate.
- D) 1) The request(s) for regular release time for the President or Vice-President of OECTA-Waterloo Unit must be submitted to the Board for approval by June 15th of each school year.

2) It is understood by all parties that where release time is less than full-time, consultation between the teacher and the immediate Supervisor will establish a satisfactory procedure for actual release time.
- E) Those teachers released as per above will be paid a regular salary without loss of service credits, according to Agreement(s) in effect between the Board and the Local Teacher Bargaining Unit.
- F) The Board will be reimbursed by the Association for salary/responsibility allowance and benefit costs (if any) paid to or on behalf of the President.

- G) The Board will be reimbursed by the OECTA - Waterloo Unit for the costs of daily occasional teachers required to provide for release time for members fulfilling Association duties and responsibilities.

5.25 Deferred Salary Leave

The Board will grant leave of absence of one (1) year to teachers on the basis of spreading two (2) years salary over three (3) years, three (3) years salary over four (4) years, four (4) years salary over five (5) years, or five (5) years salary over six (6) years, (*hereinafter called the Deferred Salary Leave Plan*) - See Appendix "A".

5.26 Personal Obligation Days

A teacher will have access to up to two (2) days per school year. These days will be charged against sick leave. They are non-cumulative. These days will be granted with the approval of the immediate supervisor. Part-time teachers will have access to a pro-rated amount of time.

These days cannot be scheduled on the school days before or after a break (March, Christmas and Summer) or before or after a Statutory holiday. Requests to be absent should not conflict with student evaluation and reporting periods, professional activity days nor with the start up/end of a school term. Personal Obligation Days shall not be combined with a request for unpaid leaves of absences.

5.27 Quarantine

A teacher shall be granted a leave of absence as a result of being quarantined by order of the Medical Officer of Health from attending upon his/her duties without loss of pay or sick leave credits. The Board has the right to request appropriate documentation in such circumstances.

ARTICLE 6 - TEACHER BENEFITS

6.01 Pension Benefits

The Board shall allow a teacher on pension with the Ontario Teachers' Pension Plan, and/or spouse, and dependent children of a deceased teacher, to continue participation in all Board Benefit Plans as they existed prior to October 1, 2004, providing the teacher, spouse or dependent children pay(s) the full amount in a manner approved by the Human Resource Services Office. Participation is subject to the conditions of the Plans and the requirements of the carrier(s) at the effective date(s).

6.02 Extended Health Coverage

The Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan:

- A) Vision Care:

Effective October 1, 2005, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care \$200.00 and the cost of eye examinations to a maximum to \$50.00 every 24 months.

Effective October 1, 2006, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care \$200.00 and the cost of eye examinations to a maximum to \$65.00 every 24 months.

Effective October 1, 2007, the Board agrees to contribute ninety percent (90%) towards the premium of the Extended Health Care Plan for all eligible employees who request to participate in the Plan: Vision care \$250.00 and the cost of eye examinations to a maximum to \$75.00 every 24 months.

B) Chiropractic Care:

Effective October 1, 2005, \$30.00 per visit per person to a maximum of \$500.00 per year.

6.03 Life Insurance

The Board agrees to pay one hundred percent (100%) of the premium to provide \$50,000 of Group Life Insurance coverage and a Dismemberment Insurance Plan, approved by the Board for each eligible teacher as a condition of employment.

Effective October 1, 2005, the Board agrees to pay one hundred percent (100%) of the premium to provide a \$50,000 or 1.25% X salary, which ever is greater, of Group Life Insurance coverage and Dismemberment Insurance Plan, approved by the Board for each eligible teacher as a condition of employment.

6.04 Dental Plan

- A) Effective October 1, 2008, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of October 1, 2007.
- B) Effective September 1, 2009, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of September 1, 2008.
- C) Effective September 1, 2010, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall be the ODA rate in effect as of September 1, 2009.
- D) Effective September 1, 2011, the Board agrees to contribute ninety percent (90%) towards the premium of the Dental Plan for all eligible employees who request to participate in the Plan. The reimbursement level for the dental care fee structure shall

be the ODA rate in effect as of September 1, 2010.

Orthodontic

- E) The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$500.00 for active employees, adults and children.
- F) Effective October 1, 2005, The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$1,500.00 for active employees, adults and children.
- G) Effective October 1, 2006 The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$2,000.00 for active employees, adults and children with a cap of \$1,000.00 per annum.
- H) Effective October 1, 2007 The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for orthodontics to a lifetime maximum of \$2,500.00 for active employees, adults and children with a cap of \$1,000.00 per annum.

Major Restorative

- I) The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$500.00 for active employees, adults and children.
- J) Effective October 1, 2005, The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$1,000.00 for active employees, adults and children.
- K) Effective October 1, 2007, The Board agrees to contribute ninety percent (90%) towards the premium of 50% co-insurance for major restorative to an annual maximum of \$1,500.00 for active employees, adults and children.

6.05 Mandatory Participation

- A) Effective September 1, 1981, every eligible new Teacher must participate as a condition of employment in the Extended Health and Dental Plans as outlined in Article 6.
- B) Effective September 1, 1991, every new Teacher who is a member of the Local Teacher Bargaining Unit must participate in the Long-Term Disability Insurance Plan approved by the OECTA-Waterloo Unit in consultation with the Board.

6.06 E.I. Discount Return

Part or all of the increased contributions towards the Employer Health Tax, Extended Health, Dental Benefits, and Life Insurance Benefits will be covered by the E.I. Discount Return.

6.07 Canada Savings Bonds Payroll Savings Plan

The Board shall make Canada Savings Bonds Payroll Savings Program available for purchase through the Board approved payroll deduction plan.

6.08 Teacher Pension Contributions

The Board administers the collection of the teacher's share of the premiums as required by the Government sponsored Ontario Teachers' Pension Act (1989) as amended.

6.09 Part-Time Teacher Benefits

Teachers employed by this Board shall be eligible to participate in Board Benefit Plans. Where there is a cost involved, the Board shall contribute an amount towards benefits calculated by multiplying the percentage of time worked by the amount of Board Participation for Full-Time Teachers.

6.10 Extended Participation in Plans

- A) Dental, Life and Extended Health Care Insurance coverage will be continued until the end of the month that a teacher ceases employment with the Board.
- B) The Board shall continue to pay its portion of the premiums for Dental, Life and Extended Health Care Insurance as identified in Articles 6.02 - 6.04 for a period of two (2) years on behalf of a teacher on Long Term Disability.
- C) The Board shall allow a teacher on Long Term Disability to continue participation in all benefit plans. The teacher must assume full responsibility for the cost of such benefits while on Long Term Disability. The onus is on the teacher to request the benefits to continue for this period of time.

6.11 Redundant Teachers – Participation

For those teachers declared redundant, benefit coverage, referred to in Article 6.10, may be continued by the teacher beyond the end of the month employed up to a maximum of twenty-four (24) months or the date of resignation, whichever comes first, by paying in advance the full premium cost for the coverage. These payments may be made in quarterly instalments with eight (8) post-dated cheques. Otherwise these payments can be paid in full in advance for the twenty-four (24) months.

6.12 Employer Health Tax

The Board will pay the premium for Health coverage as required under the requirements of the Employer Health Tax Act, S.O. 1989, Chapter 76.

6.13 Benefits Review

- A) The Board reserves the right to tender employee benefits at any time providing the level of benefits are not decreased.

- B) There shall be a joint committee established to review all benefit plans and make recommendations for improvements. Such recommendations will be approved by both parties.

6.14 Payroll Deductions

- A) It is understood that the Board will make available, for the life of contract, payroll deductions for one hundred percent (100%) employee paid deductions for the following areas (*when feasible by the carrier*):
- Teacher Optional Life Insurance
 - Teacher Dependent Life Insurance
 - Long Term Disability Insurance
 - United Way

subject to the conditions as listed in Board Minutes of October 27, 1980. The monies so deducted will be remitted by the Board to the Ontario Teachers Insurance Plan (OTIP) as per the January 1981 Agreement between the Board and OTIP or to such other carrier as may lawfully be authorized by the Local Teacher Bargaining Unit.

- B) It is understood that the Board will make available, for the life of contract, payroll deductions for one hundred percent (100%) employee paid deduction for Group Registered Retirement Savings Plan contributions subject to the conditions as listed in Board minutes of March 23, 1992.

The monies so deducted will be remitted by the Board to the approved carrier as per the March 1992 Agreement between the Board and the approved carrier or to such other carrier as may lawfully be authorized to do so upon consultation with OECTA-Waterloo Unit - Elementary Branch Affiliate.

6.15 College of Teachers Dues

The College of Teachers dues shall be deducted over three (3) pay periods in November and December.

6.16 OECTA/OCSTA Religion Course

Effective September 1, 2005, The Board shall, upon successful completion, reimburse a teacher the cost of tuition for Religion Part 1, offered by OECTA/OCSTA for those teachers newly hired by the Board on or after September 1, 2005.

ARTICLE 7 - REMUNERATION

7.01 Salary Schedule

Payment shall be calculated and paid in twenty-six (26) bi-weekly installments beginning no later than the second Thursday of September.

7.02 Association Dues/Levy

- A) The board shall deduct from the pay of each teacher who is within the scope of this Agreement, such fees, as directed and established by the Association. The Association shall advise the Board, in writing, of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall remit the total amounts so deducted to the Ontario English Catholic Teachers Association by the fifteenth (15th) of the month following the deduction and thereafter monthly. Said payments shall be accompanied by a dues submission list showing the names and dues deducted. The same deductions shall be made for persons on Letters of Permission (Regulation 183), Interim Certificates of Qualifications and Emergency provisions (Regulation 298, S.21).
- B) Upon request from OECTA - Waterloo Unit the Board will deduct one levy per year from those teachers paying Association Dues referred to in 7.02 (A). The monies will be remitted to the Waterloo Unit OECTA within sixty (60) days of the request.

7.03 Beginning of the Year for Salary Purposes

For the purpose of determining and calculating experience, increments and qualifications, September 1st will be recognized as the beginning of the teaching year.

7.04 QECO Programme

Effective September 1, 2001 placement on the grid will be determined through use of Q.E.C.O. Programme 5.

7.05 Proof of Qualifications

Onus of proof of a teacher's placement on the schedule rests with the teacher. Such proof must be documented.

- A) A teacher presenting an Evaluation Statement from Q.E.C.O. by January 15th, based on courses taken prior to September 1st, shall have their salary adjustment, if any, made retroactive to September 1st of that same school year.
- B) A teacher presenting an Evaluation Statement from Q.E.C.O. by April 30th for courses completed prior to December 31st of the previous year shall have their salary adjustment, if any, made retroactive to January 1st of the year of submission.
- C) No adjustment will be made until the teacher has submitted proof of completion date of the final course taken.
- D) No salary adjustments relative to Q.E.C.O. placement will be considered after April 30th for that school year during the term of this Agreement.

- E) All submissions/correspondence in regards to this clause will be through the Office of Human Resource Services.

7.06 Submission of Qualifications Documents

The Local Teacher Bargaining Unit recognizes the right of the Board to require the submission of all documents by the teacher, which form the basis upon which the Qualifications Evaluation Council of Ontario granted the Q.E.C.O. Statement of Evaluation. In such cases where the basis is not clear, it is the Board's prerogative to place a teacher on the salary grid according to the Director of Education's or designate's interpretation of Q.E.C.O. Programme 5. If said teacher disagrees with such placement, it is then their right to pursue a resolution of this difference of interpretation through the regular Grievance Procedure.

7.07 Recognition of Previous Teaching Experience

Effective September 1, 1977, all previous teaching experience will be recognized for teachers up to a category maximum in Levels A-0, A-1, A-2, A-3 and A-4. However, only that experience earned while holding an Ontario Teaching Certificate (*or Foreign equivalent*) will be recognized. This clause is not retroactive.

7.08 Part-Year Experience

- A) Part-year experience earned up to June 1973, will be recognized with a fifty percent (50%) increment provided the teacher has taught five (5) or more months in a school year.
- B) Part-year experience earned during the 1973-74 school year and subsequent years will be recognized with a ten percent (10%) increment for each complete calendar month of service effective the following September.
- C) Part-year experience earned during the 1985-86 school year and subsequent years, will be recognized with a ten percent (10%) increment for each nineteen (19) teaching days of service effective the following September.

7.09 Part-Time Teachers

Part-time Teachers shall be paid in accordance with all terms of this Agreement except that they shall receive a percentage of salary equal to the percentage of the time worked.

7.10 Responsibility Allowances

Responsibility allowances shall be paid in addition to the teacher's salary on the basic scale.

Elementary Allowances

	Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11
Resource Teachers	\$5832	\$6007	\$6187	\$6373
Consultants				
Step 1	\$5643	\$5813	\$5987	\$6167
Step 2	\$6043	\$6224	\$6411	\$6603
Step 3	\$6444	\$6637	\$6836	\$7041
Step 4	\$6843	\$7049	\$7260	\$7478
System Co-ordinators				
Student Services				
Program Services				
Step 1	\$7667	\$7897	\$8134	\$8378
Step 2	\$9072	\$9344	\$9625	\$9913
Step 3	\$10368	\$10679	\$10999	\$11329
Step 4	\$11665	\$12015	\$12375	\$12746

7.11 Allowance Entitlement

Only one (1) allowance will be added to the basic salary scale for the category in which the teacher is qualified. The allowance paid shall be the greater to which the teacher is entitled.

7.12 Recognition of Related Experience

Note: Related experience shall not entitle a teacher to pierce the maximum of any salary category.

1. A) Teachers shall be paid an allowance for experience in trade settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the salary grid on the basis of one year of teaching experience for each year of related and approved experience.
- B) Teachers hired on or after September 1, 2008, shall be paid an allowance for experience in trade settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the grid on the basis of one (1) year of teaching experience for each year of related and approved experience, to a maximum of eight (8) years on the salary grid.
2. A) Teachers hired on or after September 1, 2004, shall be paid an allowance for experience in professional settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the salary grid on the basis of one (1)

year of teaching experience for each year of related and approved experience, to a maximum of six (6) years.

- B) Teachers hired on or after September 1, 2008, shall be paid an allowance for experience in professional settings, acceptable to the Superintendent of Human Resource Services, or designate. These teachers shall be credited for placement on the salary grid on the basis of:
 - a) one (1) year of teaching experience for each year of related and approved experience, to a maximum of eight (8) years on the salary grid; and
 - b) the recognition of related professional experience for calculation purposes means years beyond the attainment of post-secondary certification.
 - c) related experience will only be accepted within three (3) years of hire where the experience is directly related to the course taught.
 - d) the onus shall be on the teacher to provide verification of the type and length of related professional experience.

7.13 Home Instruction

A) **Definition**

“Home Instruction Teacher” means a teacher employed to teach an individual student, who because of circumstances, is unable to attend his/her scheduled classes during the regular school day. Such employment shall take place outside of the teacher’s instructional day.

B) **The Assignment of Home Instruction**

Upon notification of a need for Home Instruction, the order of offer of the assignment shall be:

- i) The teacher currently assigned to the student’s class.
- ii) Other qualified teachers within the school.
- iii) Other qualified teaches within the Bargaining Unit.

	Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11
Home Instructors per hour	\$34.34	\$35.37	\$36.43	\$37.52

7.14 Elementary Continuing Education/Summer School Courses, Classes or Programs, OFIP Teachers

	Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11
Summer School Instructors per hour	\$38.13	\$39.27	\$40.45	\$41.67

7.15 Salary Grids

Sep 1, 2008 - Aug 31, 2009

STEP	A0	A1	A2	A3	A4
0	\$37,431	\$39,386	\$41,761	\$45,346	\$48,132
1	\$40,191	\$42,294	\$44,877	\$48,856	\$51,979
2	\$42,950	\$45,198	\$47,993	\$52,366	\$55,827
3	\$45,710	\$48,106	\$51,107	\$55,875	\$59,674
4	\$48,469	\$51,012	\$54,222	\$59,386	\$63,527
5	\$51,229	\$53,918	\$57,338	\$62,896	\$67,368
6	\$53,988	\$56,824	\$60,454	\$66,406	\$71,216
7	\$56,748	\$59,731	\$63,570	\$69,916	\$75,064
8	\$59,508	\$62,636	\$66,684	\$73,426	\$78,911
9	\$62,267	\$65,543	\$69,800	\$76,936	\$82,758
10	\$65,027	\$68,449	\$72,916	\$80,446	\$86,605

Sep 1, 2009 - Aug 31, 2010

STEP	A0	A1	A2	A3	A4
0	\$38,554	\$40,568	\$43,014	\$46,706	\$49,576
1	\$41,396	\$43,563	\$46,223	\$50,322	\$53,538
2	\$44,238	\$46,554	\$49,433	\$53,937	\$57,502
3	\$47,082	\$49,549	\$52,640	\$57,552	\$61,464
4	\$49,923	\$52,542	\$55,849	\$61,167	\$65,427
5	\$52,766	\$55,536	\$59,058	\$64,783	\$69,389
6	\$55,608	\$58,529	\$62,267	\$68,398	\$73,353
7	\$58,450	\$61,523	\$65,477	\$72,014	\$77,316
8	\$61,293	\$64,515	\$68,685	\$75,628	\$81,279
9	\$64,135	\$67,509	\$71,894	\$79,244	\$85,241
10	\$66,978	\$70,502	\$75,103	\$82,859	\$89,204

Sep 1, 2010 - Aug 31, 2011

STEP	A0	A1	A2	A3	A4
0	\$39,711	\$41,785	\$44,305	\$48,107	\$51,063
1	\$42,638	\$44,870	\$47,610	\$51,831	\$55,144
2	\$45,566	\$47,951	\$50,916	\$55,555	\$59,227
3	\$48,494	\$51,036	\$54,219	\$59,278	\$63,308
4	\$51,420	\$54,118	\$57,524	\$63,002	\$67,390
5	\$54,349	\$57,202	\$60,830	\$66,726	\$71,471
6	\$57,276	\$60,285	\$64,135	\$70,450	\$75,553
7	\$60,204	\$63,368	\$67,441	\$74,174	\$79,636
8	\$63,132	\$66,451	\$70,745	\$77,897	\$83,717
9	\$66,059	\$69,535	\$74,051	\$81,621	\$87,798
10	\$68,987	\$72,617	\$77,356	\$85,345	\$91,880

Sep 1, 2011 - Aug 31, 2012

STEP	A0	A1	A2	A3	A4
0	\$40,902	\$43,038	\$45,634	\$49,551	\$52,595
1	\$43,917	\$46,216	\$49,038	\$53,386	\$56,799
2	\$46,933	\$49,390	\$52,443	\$57,222	\$61,004
3	\$49,949	\$52,567	\$55,845	\$61,057	\$65,207
4	\$52,963	\$55,742	\$59,250	\$64,892	\$69,411
5	\$55,979	\$58,918	\$62,655	\$68,728	\$73,615
6	\$58,995	\$62,093	\$66,059	\$72,564	\$77,820
7	\$62,010	\$65,269	\$69,464	\$76,400	\$82,025
8	\$65,026	\$68,444	\$72,868	\$80,234	\$86,229
9	\$68,040	\$71,621	\$76,272	\$84,070	\$90,432
10	\$71,057	\$74,796	\$79,677	\$87,906	\$94,636

LETTER OF UNDERSTANDING - CRIMINAL BACKGROUND CHECKS AND OFFENCE DECLARATIONS

The Criminal Background Check and yearly Offence Declarations required of members of the Bargaining Unit under Regulation 5.21/01 shall be stored in a confidential file. Access to this file shall be limited to the Superintendent of Human Resource Services or designate, in accordance with the Municipal Freedom of Information and Protection of Privacy Act as amended from time to time.

LETTER OF UNDERSTANDING - ELEMENTARY LABOUR/MANAGEMENT JOINT COMMITTEE

A committee of equal representation of the parties, three (3) elementary teachers appointed by the Unit and three (3) appointed by the Board, shall be formed and meet monthly commencing in September 2005 to deal with and discuss the implications of such topics affecting elementary teachers, as:

1. Ministry of Education Initiatives
2. Board Initiatives
3. Other topics as might arise

It is further understood that either party may introduce other topics as might arise during the term of this Collective Agreement.

It is further understood that if an initiative has Collective Agreement implications not covered herein, the parties shall develop a Letter of Understanding on the implementation of the initiative.

LETTER OF UNDERSTANDING - ELEMENTARY ELECTRONICALLY DELIVERED COURSES AND/OR PROGRAMS

In the event that the Board intends to implement an Elementary course or program that entails, in whole or in part, the use of an electronic vehicle for delivery, a committee of equal representation of the parties three (3) representatives appointed by the Bargaining Unit and three (3) representatives appointed by the Board, shall be established to examine, study and make recommendations regarding the implementation of such courses and/or programs.

LETTER OF NOTICE - FAMILY CARE LEAVE

By September 30th of each year the Board shall cause to have posted in each worksite's lunch room, information related to access to the Family Care Leave provision of the Employment Standards Act, 2000.

LETTER OF UNDERSTANDING - PROGRAM(S) FOR EXPELLED AND SUSPENDED ELEMENTARY STUDENTS

In the even that the Board initiates an elementary Program for Expelled and Suspended students, the following provisions shall apply:

- A) The delivery of an elementary Program for Expelled and Suspended Students is Bargaining Unit work and as such falls within the parameters of this Collective Agreement.
- B) The teaching positions associated with such a Program for Expelled and Suspended Students shall be posted as per Article 4.15
- C) The workload for teachers delivering such a Program for Expelled and Suspended Students shall be as set out in this collective agreement.
- D) Students who have been expelled or suspended shall receive from the teacher(s) assigned to such a Program for Expelled and Suspended Students, the academic program required under the Education Act, Regulations and applicable Ministry of Education Memorandum.
- E) Each time a student is assigned to such a program for Expelled and Suspended Students, the Board shall notify and discuss program supports needed, if any, with the bargaining Unit.
- F) The teacher assigned to such a Program for Expelled and Suspended Students shall be outside or above the elementary class size provisions as set out in the Education Act or the class size provisions contained herein.

LETTER OF UNDERSTANDING - ELEMENTARY WORKLOAD COMMITTEE

By March 2009, there shall be established a joint committee composed of one (1) teacher representative from each of the following areas appointed by the Bargaining Unit

- Early Years
- Primary
- Junior
- Intermediate

The Board may appoint an equal number of representatives. The mandate of this committee shall be to examine the impact on the workload of elementary teachers as affected by assessment and evaluation protocols, School Effectiveness Framework.

The recommendations arrived at by this committee shall be communicated to all elementary teachers as a Best Practice for implementation in each classroom by September 1, 2009.

LETTER OF UNDERSTANDING - PROVINCIAL DISCUSSION TABLE (PDT) AGREEMENT- DISPUTE RESOLUTION

It is understood that if in the course of incorporating the PDT Agreement into the Collective Agreement, should there be any dispute between the parties regarding that intent of any of the provisions of the PDT Agreement, the parties agree to utilize, where needed, Facilitators Thomas Teahen, Moe Jacobs and/or Dominic Giroux, or their designate as assigned by the Government, to provide clarification. This shall not preclude unilateral requests by one of the parties to seek mediation or facilitation from a third party.

LETTER OF UNDERSTANDING - BENEFIT IMPROVEMENTS EFFECTIVE SEPTEMBER 1, 2010

In accordance with the PDT Agreement, all group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised within the parameters of the PDT Agreement, will remain status quo for the 2008-2012 Collective Agreement.

Conditional upon approval by the Lieutenant Governor-in-Council of the available funds, the parties shall meet to determine the amount of funds allocated through the PDT to the Bargaining Unit for the purpose of benefit enhancements effective September 1, 2010.

Upon written request, the Board shall provide the Bargaining Unit with the requested disclosure of benefits information in order to inform decision making on benefit enhancements for September 1, 2010. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process for the Benefits as outlined in Article 6.

The Bargaining Unit shall have discussions with, and inform, the Board of the benefit improvements that shall take effect September 1, 2010 on a go forward basis, as per the Provincial Discussion Table Agreement, May 1, 2008. It is understood that the Board's share of the costs for enhancements will not exceed the government funding levels provided to the Board in September 2010 for this purpose. \

LETTER OF UNDERSTANDING - ANNUAL LEARNING PLAN (ALP)

The purpose of the Annual Learning Plan (ALP) is to provide a meaningful vehicle to support experienced teachers' professional learning and growth in the evaluation year and for the intervening years between appraisals. The ALP is teacher authorized and directed, and is developed in a consultative and collaborative manner with the principal, as defined by the Ministry of Education.

The parties agree that the following shall apply to the implementation of the Annual Learning Plan (ALP) during the term of this Collective Agreement.

- Experienced teachers are required to have an ALP each year that includes their professional growth goals, as well as their proposed action plan with timelines for achieving those goals.
- Teachers who move from the new teacher's appraisal process to the experienced teacher's appraisal process must develop an ALP in their first year as an experienced teacher.
- Each year, teachers are required to consult with their Principal to review and update, as necessary, their ALP. This review and update must take into account the teacher's learning growth over the year, as well as the professional growth goals and strategies recommended through the summative report of the teacher's most recent performance appraisal.
- In an evaluation year, teachers must review and update their ALP in a meeting with their Principal as part of the performance appraisal process. The pre-observation and post observation meetings provide opportunities for this review and update to take place.
- In the non-evaluation years, a meeting is not required but is recommended, If at any time during these years the teacher or Principal requests a meeting to discuss the ALP, then a meeting shall take place.
- The teacher and the Principal must both sign the teacher's ALP each year and retain a copy for their records. Under certain circumstances, the duties of the Principal as outlined above may be delegated to a Vice-Principal in the same school or to an appropriate supervisory officer.
- It is understood that the Annual Learning Plan is a living document, and, as such, may be revisited and updated as required, by the teacher.

LETTER OF UNDERSTANDING - SAFE SCHOOLS

- a) It is understood that the Board will abide by mandated Ministry of Education initiatives on Safe Schools, in accordance with the guidelines provided by the Ministry of Education.
- b) It is understood that the Bargaining Unit shall appoint representatives on all Board committees that are mandated by the Ministry of Education as a result of Bill 212, PPM 144, PPM 128, PPM 145 and each Safe School Team.
- c) The Board shall compile, by term, a report listing any official student suspension or expulsion that fall within the parameters of the Safe School Act, Board's Progressive Policy (January 25, 2008), Code of Conduct (January 25, 2008), and forward said report upon request to the President of the Bargaining Unit.

LETTER OF UNDERSTANDING - PROVINCIAL DISCUSSION TABLE AGREEMENT, MAY 1, 2008 – GRADES 4-8 CLASS SIZE REDUCTION

It is understood that conditional upon the approval by the Lieutenant-Governor-in-Council to fund in the GSN Pupil Foundation Grants a reduction of the average class size in grades 4 to 8 from 25.0 to 24.5 as follows;

September 1, 2009 an additional 0.18 teacher per 1000 grade 4 to 8 pupils
September 1, 2010 an additional 0.37 teacher per 1000 grade 4 to 8 pupils
September, 2011 an additional 0.57 teacher per 1000 grade 4 to 8 pupils
August 31, 2012 an additional 0.96 teacher per 1000 grade 4 to 8 pupils

The Board shall hire the full compliment of elementary teachers as set out above which results from this allocation.

The allocation of these additional elementary teachers to elementary schools shall be in the purview of the Joint Board Level Staffing Committee.

LETTER OF UNDERSTANDING - GRADES 7 AND 8 STUDENT SUCCESS TEACHERS AND LITERACY AND NUMERACY COACHES

The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council to introduce a twenty (\$20) million dollar allocation in the GSN Pupil Foundation Grants starting in 2012-2013 to support the development of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows: 0.32 teachers per 1000 grade 4 to 8 pupils. The allocation of these additional elementary teachers to elementary schools shall be in the purview of the Joint Board Level Staffing Committee.

LETTER OF UNDERSTANDING - JOINT BOARD LEVEL STAFFING COMMITTEE (JBLSC)

- A) There shall be established a Joint Board Level Staffing Committee (JBLSC) composed of three (3) representatives appointed by the board and three (3) representatives appointed by the Waterloo Elementary OECTA Bargaining Unit and mutually agreed appropriate resource staff.
- B) Effective January 2009, the Joint Board Level Staffing Committee will be created.
- C) The terms of reference are:
 - 1) Meetings shall be chaired alternately by the Board and the Bargaining Unit. The (JBLSC) shall be convened not later than

September 15th, in each school year for an initial meeting. The committee shall meet monthly thereafter, or at the request of either party.

- 2) An agenda for each meeting shall be prepared prior thereto by the party requesting the meeting.
- 3) The committee shall:
 - i. Analyze the Elementary school staffing data and make recommendations on the distribution of Elementary teachers to individual schools from the complement of teachers allocated to the elementary panel.
 - ii. Advice on the allocation on additional staffing provided through the PDT agreement.
 - iii. Consult and advise on such other staffing issues as the JBLSC agrees to
- 5) The Board shall provide to the JBLSC any data that the JBLSC requests that relates to individual elementary schools or elementary panel staffing,

APPENDIX "A"

DEFERRED SALARY LEAVE PLAN

The Board will grant leave of absence of one (1) year to teachers on the basis of:

- 1) Spreading two (2) years salary over three years, or
- 2) Spreading three (3) years salary over four (4) years or,
- 3) Spreading four (4) years salary over five (5) years or,
- 4) Spreading five (5) years salary over six (6) years or, hereinafter called the "Plan", subject to the following conditions.

A) Eligibility

- 1) A teacher may apply to participate in the Plan if the teacher has completed at least four (4) continuous years of teaching for the Board immediately preceding the application.
- 2) The maximum number of additional teachers who shall be recommended for participation in the Plan in any one year shall not exceed sixteen (16).
- 3) A maximum of five (5) teachers receiving responsibility allowances will be allowed to participate in the Plan in the year of leave.

B) Application

- 1) Application forms used to apply for a leave will be made available from the Board and the OECTA Waterloo Unit by the last school day in October.
- 2) A teacher wishing to participate in the Plan, commencing the following September 1st, shall complete an application form and submit it to the Office of Human Resource Services or designate on or before February 1st.

C) Special Leave Committee

- 1) As per the selection criteria appearing on the application form, applications for such a leave shall be reviewed by a Special Leave Committee (*Elementary*) established by the Board and the OECTA - Waterloo Unit for the purpose of making recommendations.
- 2) The Special Leave Committee (*Elementary*) will consist of representatives from the Office of Human Resource Services (*or designate*), and OECTA Waterloo Unit.
- 3) Each party will attend a meeting to be called by the Office of Human Resource Services or designate, by the second Monday of February each year.
- 4) The Committee will select a Chairperson from among its members at its first meeting and the Chairperson will have the right to vote.
- 5) The experience indicated on the Applications will be verified by the Office of Human Resource Services or designate of the Board before submission to the Committee, when required.

- 6) The recommendation of the Special Leave Committee must be approved by the Board in accordance with its decision-making process.
- 7) Only the names of the applicants who have been endorsed by the Committee will be sent to the appropriate Board Committee.
- 8) Written recommendations of acceptance or denial of the teacher's request, with explanation, will be forwarded by the Special Leave Committee to the teacher by March 1st in the school year the original request is made.
- 9) Any recommendations made by the Special Leave Committee will not be subject to the grievance procedure.
- 10) No substitution will be made in the case where an endorsed and/or approved candidate drops out.

D) Board Approval

- 1) The teacher shall be required to sign an agreement with the Board before final approval will be granted.
- 2) Approval of the recommendations to participate in the Plan shall rest solely with the Board and shall not be subject to the grievance procedure.
- 3) Written approval or denial of the teacher's leave, with explanations, will be forwarded by the Board to the teacher by April 1st in the same year as the request is made.

E) Salary Deferral

1) OPTION A

- a) In each of the two (2) years of the Plan commencing September 1st following approval, the teacher shall be paid 66.33% of the salary and responsibility allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 33.67% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the teacher and will be paid to the teacher in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

2) OPTION B

- a) In each of the three (3) years of the Plan commencing September 1st following approval, the teacher shall be paid 75% of the salary and responsibility allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 25% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing

account in the Board's name on behalf of the teacher and will be paid to the teacher in the year of the leave.

- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

3) OPTION C

- a) In each of the four (4) years of the Plan commencing September 1st following approval, the teacher shall be paid 80% of the salary and responsibility allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 20% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the teacher and will be paid to the teacher in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

4) OPTION D

- a) In each of the five (5) years of the Plan commencing September 1st following approval, the teacher shall be paid 83.4% of the salary and responsibility allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 16.6% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the teacher and will be paid to the teacher in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

F) Leave

- 1) Leaves granted under the Plan shall commence on September 1st of the third, fourth, fifth or sixth year and end on August 31st of the following calendar year, depending upon the option chosen.
- 2) In the event that a suitable replacement cannot be obtained for a teacher who has been granted a leave, the Board may defer the leave by not more than two (2) years by giving the teacher written notice at least four (4) months before the date of commencement of the leave.
- 3) In such a case, the teacher may choose to withdraw from the Plan and receive the money in the individual account or to continue in the Plan for one year allowing the monies in the individual account to accumulate with interest for the additional year.

In the case of withdrawal, repayment shall be made as soon as possible but within sixty (60) days after notice of intention to withdraw has been given with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.

G) Salary And Benefits - Year Of Leave

- 1) In the year of the leave the Board shall pay to the teacher the total of the deferred salary and allowances plus all accrued interest installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or two lump sums as directed by the teacher before June 30th of the year of the leave. The final payment will include any money remaining in the individual account. In the case of lump sum payments, the necessary deductions will be made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.
- 2) The Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension, Ontario College of Teacher dues, and other statutory deductions and any benefits in the Collective Agreement.
- 3) Following the leave, it will be the teacher's responsibility to remit the appropriate amount to the Ontario Teachers' Pension Plan in accordance with the Regulation of that Fund if the teacher wishes to improve the Pension for the period of leave.
- 4) Workers' Compensation premiums and benefits will not apply during the year of the leave.
- 5) Group Life Insurance, Dismemberment Insurance, Extended Health Care Plan and Dental Plan benefits will be available during the teacher's leave of absence.
Total premium cost during the leave will be paid by the teacher through deductions in accordance with the chosen method of payment as per (G 1) above.
- 6) The teacher shall not be entitled to the accumulation nor utilization of sick leave credits during the year of absence. On return from leave, however, the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such a leave.
- 7) Seniority shall be credited at the end of the leave as if the teacher were employed in the former position during the year of leave.

H) Return From Leave

- 1) Subject to the provisions of redundancy procedure, upon return from leave, a teacher will be placed in the same position (*i.e. school/department and division*) including one of responsibility, or, if due to declining or changing enrolment patterns, said position no longer exists, the reassignment of the teacher will be governed by the appropriate terms of the Collective Agreement.
- 2) The returning teacher has the right to participate in the normal transfer procedures during the year when the teacher is on leave.

- 3) On return to duty, the teacher will be placed on the salary grid at the same position as the teacher would have been at the commencement of the leave. The teacher will be entitled to any increase in salary other than increment that the teacher would have received had the leave not been taken.

I) Withdrawal From The Plan

- 1) Due to extenuating circumstances, a teacher may withdraw from the Plan. Notification in writing must be received and approved by the Office of Human Resource Services at least sixty (60) days prior to the effective date of withdrawal from the Plan.
- 2) Any teacher declared redundant will be required to withdraw from the Plan.
- 3) Upon withdrawal, all the salary and allowances deferred plus accrued interest in the individual account shall be paid to the teacher with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies. Payment shall be made as soon as possible but within sixty (60) days after receiving notification of withdrawal.
- 4) If a teacher retires, is dismissed, made redundant, or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher shall be paid such lump sum and interest accrued up to the date of the retirement, dismissal, redundancy, termination or leave as the case may be with the necessary deductions being made in accordance with the requirement, of Canada Revenue Agency and other regulatory bodies.
- 5) The payment will be made as soon as possible but within sixty (60) days of written notice by either party due to any one of the above conditions.
- 6) Should a teacher die while participating in the Plan, any monies accumulated in the individual account plus accrued interest will be paid to the estate of the deceased teacher with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies. The payment will be made as soon as possible but within sixty (60) days of written notice from the executor of the estate.

J) Responsibility

The Board and the Branch Affiliate assume no implication of the Plan related to its effect on Teachers' Pension Plan provisions, Income Tax implications, Employment Insurance and the Canada Pension Plan.

The responsibility will lie solely with the teacher.

It is the intent of the Board and the Local Teacher Bargaining Unit that leave granted under the terms and conditions of the Deferred Salary Leave Plan by the Board shall include 100% of the participant's teaching responsibility for the year of the leave.

APPENDIX "B"

SABBATICAL LEAVE

A) Definitions

- 1) It is understood that the needs of the School system are the main criteria for consideration.
- 2) It is understood that the time allowance will be approximately one year rather than shorter periods.
- 3) May involve courses, research or other educational activities relevant to the need identified.

B) Eligibility

Any teacher of the Board who has a minimum of five (5) years teaching experience with this Board and could serve a need of the system which has been identified by him/her or the Board is eligible for sabbatical leave. The Board may waive requirements for years of teaching experience.

C) Requirements Of The Applicant

- 1) An application is made in writing to the Director of Education identifying the needs for the system that could be met by courses, research, etc. over a period of up to one year.
- 2) The application should include an outline of the plans for the Sabbatical year.
- 3) The application is to be submitted by November 30th of the year prior to the school year for which the request is being made.
- 4) The final approval rests with the Director of Education and the Board. Written notification of approval or non-approval will be given to the applicant by March 31st. Where the application is not approved, a reason for the decision will be included.
- 5) A successful applicant will:
 - a) Submit an interim progress report as well as a final report as directed by the Director.
 - b) Sign a note promising to return to the Board for a minimum of three (3) years in such capacity as is determined by the Director as best utilizing the experience of the Sabbatical.
Where the three (3) year period is not completed, the Board will be reimbursed on a pro-rata basis, e.g. completion of only one (1) year would result in reimbursement of 33-1/3% per year of the Sabbatical funds paid by the Board.
 - c) Where the Sabbatical involved study outside the country, the applicant upon return must submit evidence of a successful medical examination.

D) Benefits During Sabbatical Leave

- 1) A successful candidate will receive not less than two-thirds (2/3) of the annual salary to which he/she would have been entitled had he/she remained in the regular position.
- 2) The Board will make Teacher Pension Plan deductions in proportion to the salary noted in D) (1) above. Payment for the remainder is the responsibility of the candidate.
- 3) Benefits (*Extended Health and Life, Canada Pension Plan, Dental Plan*) will be paid as per normal.
- 4) Arrangements for method of payment will be made between the candidate and the Director.
- 5) Bursaries and other aid to applicants from outside the system will not affect the above benefits.
- 6) The taking of Sabbatical Leave shall not alter the number of days to the teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave, but will exclude accumulation of sick leave credits for the period of the leave.

E) System Need

Where the Board requests that an individual pursue investigation of a system need, the above will be determined by the Director and the Board.

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AGREEMENT BETWEEN

**WATERLOO CATHOLIC DISTRICT
SCHOOL BOARD**

and

**OECTA - WATERLOO UNIT
ELEMENTARY TEACHERS**

**For The Period
September 1, 2008 to August 31, 2012**

SIGNING PAGE

THIS AGREEMENT signed at KITCHENER on the

SIGNED on behalf THE WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

Superintendent of Human Resource Services

Director of Education

SIGNED on behalf of THE ONTARIO ENGLISH CATHOLIC TEACHERS'
ASSOCIATION - LOCAL TEACHERS BARGAINING UNIT

President - Waterloo Unit OECTA

Chief Executive Officer - Elementary
Waterloo Unit OECTA