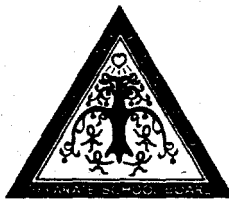


RCSS Bd.
01 09 84
21 08 86
135



1984 - 1986

AGREEMENT

BETWEEN

BRUCE-GREY COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD

(Hereinafter called "the Board")

AND

THE BRANCH AFFILIATES

Ontario English Catholic Teachers Association (O.E.C.T.A.)
L'Association des Enseignants Franco-Ontariens (A.E.F.O.)

(Hereinafter called "the Teachers")

MAR 21 1985

04863(01)
~~802508101~~

INDEX

	<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
Accumulative Sick Leave	XI	12
Alternative Employment Plans (Job Sharing/Deferred Salary)	XIV	20-21
Application of Terms of Agreement	VII	6
Bargaining Unit	I	1
Board/Branch Affiliate Liaison	XII	15
Classes/School Organization	XIV	21
Classification of Levels	IV	4
Compassionate Leave	XI	13
Course Payments	VIII	9
Definitions	III	3
Earned Leave Plan	XI	14-15
Employee Benefits	X	10-11
Experience, Recognition of	VI	5
Grievance Procedure	XIII	15-17
Income Protection Plan	XI	12
Interpretations/Certificates	V	5
Just Cause	I	2
Letters of Permission/Standing	V	5
Management Rights	I	1
Maternity Leave	XI	12
Moving Expenses	XIV	19
Parenting Leaves	XI	13
Part-Time Teachers' Salaries	VIII	8
Payment of Salary and Deductions	IX	9
Personnel Files	XIV	19
Posting of Positions	XIV	20
Professional Activity Days	XIV	19
Professional Dress and Department Purpose	XIV	21
Preamble	Preamble	1
Q.E.C.O. (Teacher Classifications)	IV	4
Redundancy/Surplus/Tenure	XIV	18-19
Retirement	XI	15
Sabbatical Leave	XI	13-14
Salary and Allowances	VIII	7-a
Sick Leave	XI	12
Special Leaves	XI	14
Term of Agreement	II	2
Teaching/Instructional Load	XIV	21
Transfers	XIV	20
Travel Rates	VIII	a
Wage-Loss Replacement Plan	X	10
Withholding Increments	VII	6

PREAMBLE

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

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

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

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

ARTICLE I - RECOGNITION

- 1:01 a) The Board recognizes the Bruce-Grey Units of the O.E.C.T.A. and A.E.F.O and their members employed by the Bruce-Grey R.C.S.S. Board as the Branch Affiliates.
- b) The Board recognizes the officers of the Bruce-Grey Units of the O.E.C.T.A. and A.E.F.O. as the officers of the Branch Affiliates.
- c) The Board recognizes the Branch Affiliates as the joint negotiating agent for all the members of the Branch Affiliates.

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

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

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

1:05 Management Function

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

- i) hire, transfer, promote, demote, discipline, dismiss or lay off teachers subject to the provisions of this agreement expressly governing the exercise of these rights and subject to the Acts and Regulations of the Province of Ontario.
- ii) plan and control the teaching programme of the system in co-operation with educators and to operate and manage the school system in accordance with its obligations and to make from time to time, rules and regulations to govern teachers. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- iii) the terms of this collective agreement shall not preclude the rights and privileges, with respect to the employment of teachers, enjoyed by Roman Catholic Separate School Boards.

1:06 Just Cause

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

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

1:07 Strikes, Lockouts

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

ARTICLE II - DURATION AND RENEWAL

- 2:01 a.) Subject to Clause 2:01 (b) the terms of this effect from the first day of September 1984 and continue in force, until the thirty-first day of August, 1986.
- b.) Clauses 7:02, 8:01(a) and 10:02 may be re-negotiated with effect from September 1, 1985 upon either party to the Agreement giving notice in writing of its intention to negotiate within the month of January 1985. During the period of re-negotiation of the clauses indicated, the provisions of the School Boards and Teachers Collective Negotiations Act, 1975, shall apply in the event of any dispute between the parties, relating to the clauses under re-negotiation.
- c.) Changes made to this Collective Agreement during its lifetime may be made by mutual agreement in writing, after ratification by the Branch Affiliate and the Board.
- d.) Where mutual agreement to amend occurs, the amendment shall be binding on both parties effective the date of the agreement.
- 2:02 Upon written request, the Board will supply the Branch Affiliates with information regarding Teachers' salaries, experience, qualifications and responsibility allowance where applicable.

ARTICLE III - DEFINITIONS

3:01 Definitions

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

ARTICLE IV - TEACHER CLASSIFICATIONS OF LEVEL

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

ARTICLE INTERPRETATIONS
ARTICLE INTERPRETATIONS

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

ARTICLE VI - EXPERIENCE

6:01 Teaching Experience

- a.) All verified full-time teaching experience gained subsequent to graduation from a teacher-training institution shall be recognized in full.
- b. Experience presently recognized for salary purposes shall continue to be recognized.
- c. Partial years of experience shall be pro-rated on the basis of one month full-time experience equal to one-tenth of an increment for each month of said partial experience. For the purposes of this clause, twenty (20) full teaching days shall equal one month of experience. (i.e., .5 teacher receives recognition for 5 months teaching experience.)
- d.) Verified supply teaching gained subsequent to graduation from a Teacher-Training Institution shall be recognized at the rate of one-tenth of an increment for each 40 full supply teaching days. Supply teaching prior to September 1, 1978 will not be recognized.

6:02 Related Experience

- a.) Teachers teaching at the Intermediate Level (Grades 9 and 10) shall be eligible for a related work experience allowance provided such experience is full-time and is directly related to the teaching responsibility of the teacher, subject to the approval of the Director of Education.
- b.) Related Experience Allowances shall be made at the rate of one-half increment, for each full accumulated calendar year of such experience, to a maximum of 10 years of experience.
- c.) No partial years of related experience will be recognized.
- d.) Only one full-time position can be recognized during any given period.
- e.) The total of teaching and related experience shall not allow a teacher to exceed the maximum salary in any category.

6:03 The experience used for the calculation of salaries shall be the experience determined and documented up to September 1st in the current school year.

ARTICLE VII - APPLICATION

- 7:01 All present and future members of the teaching staff of the County Roman Catholic Separate School Board will be placed in categories and paid according to their qualifications, experience and responsibility as delineated in this agreement. Bruce-Grey
- 7:02 No teacher will receive a decrease in wages due to salary revisions on the salary schedule, Article 8:01.
- 7:03 Where a teacher's training, qualifications and experience cannot be classified in terms of the levels as they are defined, the Director shall review the qualifications and experience and determine the level in which the teacher shall be placed.
- 7:04 The Board reserves the right to withhold for one year the increment, or in the case of a teacher at maximum an amount equal to an increment of a teacher whose work is inadequate as attested by a Supervisory Officer and/or the Principal of the employing Board provided that the teacher is notified before April 30th in writing, why the Board is withholding the increment, is instructed how to improve and is reinstated at the correct point on the schedule after 1 year, if improvement is made. Failing satisfactory improvement, the teacher may be dismissed according to the terms of the contract.

ARTICLE VIII - SALARY SCHEDULE

8:01 Salary Table - September 1, 1984 to August 31, 1985.

Year	D	C	B	A1	A2	A3	A4	Year
0	15,343	16,280	17,913	19,406	20,529	22,573	24,074	0
1	16,340	17,285	19,040	20,586	21,833	23,935	25,474	1
2	17,337	18,290	20,167	21,766	23,137	25,297	26,874	2
3	18,334	19,295	21,294	22,946	24,441	26,659	28,274	3
4	19,331	20,300	22,421	24,126	25,745	28,021	29,674	4
5	20,328	21,305	23,548	25,306	27,049	29,383	31,074	5
6	21,325	22,310	24,675	26,486	28,353	30,745	32,474	6
7		23,315	25,802	27,666	29,657	32,107	33,874	7
8		24,320	26,929	28,846	30,961	33,469	35,274	8
9		25,325	28,056	30,026	32,265	34,831	36,674	9
10			29,183	31,206	33,569	36,193	38,074	10
11				32,386	34,873	37,555	39,474	11
12				33,566	36,177	38,917	40,874	12
Exper. Allowance	997	1,005	1,127	1,180	1,304	1,362	1,400	

ARTICLE VIII - SALARY SCHEDULE

8:02 Salaries for Principals

- a.) Elementary Principals (K-8)
 - i) Category placement plus 25% of the maximum for the individual's category.
 - ii) Principals not holding an Ontario Principal's Certificate shall be required to take the Principal's Course at the first opportunity.
- b.) Principals in a school which includes grade 9 and 10.
 - Category placement plus 30% of the maximum for the individual's category.
- c.) Persons who are unqualified and appointed as acting principals will receive an allowance as follows :
 - i) Elementary Principal (K-8) - 20% of the maximum for the individual's category.
 - ii) Principal in a school which includes grade 9 and 10, 25% of the maximum for the individual's category.

8:03 Allowances for Positions of Responsibility

- a.) Vice-Principals and Consultants
 - 15% of the maximum for a qualified person's category.
 - 10% of the maximum for an unqualified person's category.
- b.) Teachers appointed as Area Chairmen/Chairwomen at the grade 9 and 10 level will receive an allowance as determined below:
 - i) High School Specialist's Certificate in one or more subjects taught in his/her Area of Study as defined in H.S. 1- 7% of the maximum for the individual's category.
 - ii) No Specialist's Certificate - 3.5% of the maximum for the individual's category.
- c.) Head of french in a french Language Instructional Unit :
 - i) Specialist's certificate in an academic area taken in Francais - 7% of the maximum for the individual's category.
 - ii) No specialist's certificate - 3.5% of the maximum for the individual's category.
- d.) Head teachers - 1.5% of the maximum for the individual's category.

- 8:04 a.) Permanent part-time teachers on contract shall be paid for such actual part-time in proportion to the salary determined by the Salary Table.
- b.) Teachers appointed part-time to a position of responsibility and teachers receiving any special allowances, shall be paid, in addition to their salary, an allowance in proportion to the amount of time determined for the position.
- c.) Part-time teachers shall be entitled to a pro-rated salary.
- d.) When a new position of responsibility is created by the Board, which is not covered by this agreement, any additional responsibility allowance for such position shall be determined in consultation with the Branch Affiliate. This provision does not apply to positions which do not require membership in the Branch Affiliate.

- e.) Deductions from salary for days not worked and/or for absences which are authorized without pay under the terms of this Collective Agreement shall be made in accordance with the Education Act. That is, the proportion of the number of days worked (or not worked) to the total number of days in the school year.

8:05 The board, when requesting a teacher to take a course

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

8:06 Travel Rates shall be paid according to Board Policy.

ARTICLE IX - PAYMENT OF SALARY AND DEDUCTIONS

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

9:02 The method of payment shall be by deposit to each teacher's bank account. The final pay in June shall be on the last school day.

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

9:04 Personal Contracts

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

ARTICLE X - EMPLOYEE BENEFITS

10:01 Eligible Employees

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

Carrier's	Pro-Rated Time	Proportion of the
Billed	for the employee	Board's Contribution
Premium	x	in Clause 10:02.

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

10:02 Employee Benefit Plans

Maximum Premium to be Paid by the Board

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

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

10:03

Mandatory Participation Clause

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

10:04 Administration of L.T.D.

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

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

ARTICLE XI - LEAVE PLANS

11:01 Sick Leave/Income Protection Plan

1. Sick Leave

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

2. Accumulative Sick Leave Plan

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

3. Income Protection Plan

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

11:02 Compassionate Leave

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

- a.) Immediate Family includes spouse, children, mother, father, brother, sister, mother-in-law, father-in-law.
- b.) Extended family includes a teacher's grandparent, aunt, uncle, brother-in-law, sister-in-law.

11:03 Parenting Leaves

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

11:04 Sabbatical Leave

- a.) Sabbatical Leave may be granted to any applicant covered by this agreement, for the purpose of professional advancement approved by the Director of Education and ratified by the Board.
- b.) Any applicant covered by this agreement, desiring sabbatical leave in the next school year, shall apply in writing through the Director of Education to the Board on or before February 15th, giving reasons and details regarding the purpose of the leave.
- c.) The applicant must have a minimum of three (3) years of successful service to the Bruce-Grey R.C.S.S. Board and at least five years of teaching experience.
- d.) Sabbatical leave may be for a period of one year only.
- e.) During the sabbatical year, the applicant shall receive 75% of the salary he/she would have received had he/she remained on staff in a teaching position. Responsibility and special allowances shall not be paid.
- f.) During the period of a sabbatical leave, an individual shall not get recognition of experience for salary purposes and they shall not accumulate sick leave days under the cumulative sick leave plan.
- g.) The Board's decision will be conveyed to applicants on or before April 15th, in the year when application is made.
- h.) None of the above shall restrict the Board from sending an individual to pursue investigation in the specialized field on terms to be determined by the Board.
- i.) An applicant covered by this agreement, returning from sabbatical leave shall pass a medical examination satisfactory to the medical officer of health that the returning teacher is free of any disease or illness detrimental to the general health of the pupils before returning to duty.
- j.) The applicant covered by this agreement, on returning from leave will be assigned to a position at least equal to his or her previous position.

k.) That during the sabbatical leave superannuation deduction be continued on the salary being paid.

1.) i) The successful applicant shall give to the Board a formal pledge in writing to return to his/her regular duty following the expiration of his leave. He shall not resign from teaching service with the Board granting the leave for a period of at least three years after expiration of leave. The Board will release a teacher of his/her obligation to work for three years after termination of sabbatical leave. Partial refunds shall be in the ratio that unworked months bear to thirty.

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

iii.) Subject to the financial ability and needs of the Board, a suitable applicant may be granted a sabbatical leave in any 3 year period.

11:05 Special Leaves

a.) Serious Illness Leave

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

b.) Examination Leave

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

c.) Federation Leave

The President of the Branch Affiliate shall be allowed up to a maximum of five (5) days leave of absence per school year for the performance of Branch Affiliate duties directly related to the office of president. This leave will be granted with the approval of the Director of Education and reported in the usual manner by the President. The Board shall invoice the Branch Affiliate at the current supply teacher rate for each day or half day used under this clause.

11:06 Earned Leave Plan

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

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

b) Each employee with a rate of absenteeism less than the average rate shall be awarded a credit of one (1) day in an earned leave bank as of September 1st in the year following the year of calculation. (i.e. The calculation for the period September 1, to August 31, of each school year will be credited on September 1, of the following school year.)

- c.) The earned leave bank shall accumulate up to a maximum of five (5) earned leave days. Part-time employees shall be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year.
- d) i) Earned leave days with pay may be used at the discretion of the employee with the approval of the Director of Education.
- ii) Where an employee wishes to use an earned leave day immediately prior to or following a statutory holiday or holiday period, prior written approval must be given by the Director of Education. These requests shall be limited to one (1) per school.
- e) A statement of earned leave days will be issued to each employee by October 31st in each year.

11:07 Retirement

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

ARTICLE XII - BRANCH AFFILIATE LIAISON

- 12:01 a.) The Board/Branch Affiliate's Negotiating Team shall continue to meet at the request of either party to the collective agreement in order to examine concerns and/or problems in the area of personnel relations which may arise and, to seek solutions to these concerns and/or problems. The deliberations of this committee shall not delete, modify or amend any clause in this collective agreement.
- b.) Meetings shall be arranged between the President of the Branch Affiliates and the Director of Education and they shall endeavour to arrange a meeting in each term if necessary.
- c.) The Board/Branch Affiliate Negotiating Team shall consist of not more than 6 representatives of the Branch Affiliates and 6 representatives of the Board.
- 12:02 a.) The elected officers of the Branch Affiliates may, from time-to-time, request meetings with appropriate committees of the Board to discuss matters of mutual interest.
- b.) Meetings shall be arranged between the President of the Branch Affiliates and the Director of Education.

ARTICLE XIII - GRIEVANCE PROCEDURE

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

13:02 1) Grievance Initiated by a Branch Affiliate

a.) Pre-Grievance Stage

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

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

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

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

b.) Grievance Committee Stage

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

Step 2 -

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

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

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

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

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

2) Grievance Initiated By The Board

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

- 1) The Grievance Committee shall be composed of :

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

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

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

14:01 Redundancy/Surplus/Tenure1.) Definitions

- a.) Surplus Teacher - A teacher who, after the staffing needs of a particular school have been determined by the Board, is surplus to a school.
- b.) Redundant Teacher - A teacher who, after the staffing needs of the school system have been determined by the Board, is surplus to the school system.
- c. Tenure - A teacher, who is a member of the Branch Affiliate, shall be considered to have tenure when he/she has been granted a permanent contract.
- d. Non-Tenured Teacher - A teacher, who is a member of the Branch Affiliate, holding a probationary contract.
- e. Part-Time Teachers - Teachers, who are members of the Branch Affiliate holding a permanent contract and whose assignment is less than full-time and whose position becomes redundant, shall relinquish tenure if they reject assignment to any available full or part-time position.

2.) General Application

- a.) In general the principle shall be, in assuming the responsibility of assigning teachers, the Board shall:
- i) Take into account the subject, programme and responsibility needs of the school system under its jurisdiction.
- ii) Take into account the particular characteristics of the schools and classes under its jurisdiction.
- iii) Take into account the qualifications and aptitudes of the teachers in the employ of the Board.
- b.) The Board may declare individual teachers ineligible for redundancy because of the special nature of the subject, programme or responsibility of their assignment. Members of religious orders may be declared ineligible for redundancy.
- c.) It is assumed throughout, that the specific surplus of teachers is caused by:
- i) Declining enrolment.
- ii) Termination of a particular programme of instruction.
- iii) The need for financial restraint.
- d.) Since teachers are employed to teach for the Board, and not in a particular school, in the event that the Board has a surplus of staff in any one school, the transfer clause (14:04) shall be waived and an attempt will be made to place such teachers in available positions.
- e.) Tenured teachers, released under clause 14:01 shall be given priority recall upon application, for any available teaching position, for which they qualify, with the Board. Teachers will be recalled in the reverse order of release.

3.) Declaration of Redundancy

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

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

4.) Order of Criteria for Determining Redundant teachers

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

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

5.) Staff Information List

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

14:02 The activities for Professional Development Days will be recommended to the Board by a committee of 3 teachers appointed by the Branch Affiliates and 3 persons appointed by the Director of Education.

14:03 Personnel Files

- a.) Teachers have the right to review the contents of personnel files and they shall have the right to make copies of any report contained therein.
- b.) Three years after an unsatisfactory report has been made on a teacher, he/she may submit a written request to the Board to have the report removed from the file, provided the teacher has improved in the area(s) of weakness indicated within the report.

14:04 Transfers

- 1.) If a transfer occurs during the school year at the request of the Board :
 - a.) Teachers may be transferred by mutual agreement.

- b.) The Teacher shall be notified in writing ten (10) school days before the proposed transfer except in case of emergency.
- c.) The teacher shall be granted a number of days leave absence with pay, in which to relocate himself/herself. The number of days in question shall be determined by the Board in consultation with the teacher.

2.) If a transfer is to occur at the end of the school year at the request of the Board :

- a.) A Permanent Contract teacher shall be notified in writing on or before May 1, of the year in which a transfer is to take place.
- b.) A reasonable transfer from one school to the new school shall not involve more than 32 kilometers one way.
- c.) Teachers may be transferred by mutual agreement.
- d.) Moving Expenses
 - i) Moving expenses shall be defined as those expenses charged by a mover to move a teacher's personal and household effects from one place of residence to a new place of residence.
 - ii) A teacher shall be paid for moving expenses incurred when a transfer requested by the Board exceeds the distance specified in Article 14:04 2(b) above and the teacher moves within 2 years of the transfer.
 - iii) The Board reserves the right to engage the service of a mover of its choice, to relocate the teacher.

3.) Posting and Requests

- a.) All vacancies as of May 1st shall be posted at each school. Teachers applying for the posted vacancy shall apply in writing within 5 days of the posting.
- b.) Teachers requesting a transfer shall apply in writing on the official application form to the Director, by April 1st, for a transfer and shall inform the Principal of his/her request.

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

1.) Definition

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

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

2.) Eligibility

- a.) A.E.P. proposals may be submitted by any individual teacher who is under permanent contract to the Board and who has a minimum of 5 years of continuous experience with the Board.
- b.) No proposal under this plan will be considered where the teacher applicant is already involved in, and has not fulfilled all of the requirements of a previous leave plan and/or A.E. Plan.

Application

- a.) Individuals interested in A.E.P. shall make written application to the Director of Education on or before February 1st of any school year.
- b.) Written applications shall outline the type of A.E.P. program? the teacher wishes to participate in and the general proposed provisions of the proposal.
- c.) The Director of Education shall, within 2 weeks of the receipt of an application, arrange a meeting, to consider the application of an A.E.P. Committee composed of :
 - i) Branch Affiliate Representatives - Presidents of the Branch Affiliates.
 - ii) Board Representatives - Personnel Services Committee - Chairman plus one member of the Committee
 - iii) Resource People - Director of Education - Superintendent of Business
- d.) Where an application for an A.E.P. is a standard deferred salary plan, the President of the Branch Affiliate and the Director of Education may waive the meeting of the A.E.P. Committee and proceed directly to the Board with the Application.

4.) Alternative Employment Plan Committee

- a.) The committee will be responsible for preparing a proposed agreement. for the consideration of the Board, which outlines the specific details and provisions of the programme.
- b.) When the committee cannot recommend a proposed agreement, it shall notify the applicant and the Board in writing, stating the reason(s) for the rejection of the applicant.

5.) Approval

- a.) Approval of proposed agreements for Alternative Employment Plans shall rest solely with the Board.
- b.) Where a proposed agreement is acceptable to the individual and the Branch Affiliate, and approved by the Board, it shall be signed by each party to the agreement; that is, the individual, the Branch Affiliate and the Board, and implemented in accordance with this clause and the provisions of the agreement.

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

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

14:08 Professional Dress and Deportment

As professionals, teachers are expected to dress in a manner which sets a standard for the profession and an example for students on all days in the school year calendar.

14:09 Full-time teachers who, due to the nature of their normal programme, have a teaching load in excess of an average of 300 minutes per day, shall receive consideration for release time in terms of other supervision or through alternate arrangements.

14:10 Classes/School Organization

The organization of classes in a school may be referred to the Board/ Branch Affiliate Liaison Team under Clause 12:01.

Statement of Intent

It is the intent of the Board to develop a policy on the "Administration of Medication to Students" by referring the matter to the Board/Branch Affiliate Liaison Committee under clause 12:01. If it is deemed appropriate, use may be added in accordance with Article 2:01 (c)(d).

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

DATED this 17th day of October 1984.

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

[Signature]
Chairman of the Board

[Signature]
Secretary

The Branch Affiliates per:

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

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

[Signature]
Negotiating Chairman