

**Ontario English Catholic Teachers
Association
Halton Unit**



CBC Flyer

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2008 – 2009

OCT. 16, 2008

Tentative Collective Agreement

Preamble

WHEREAS, the Halton Catholic District School Board and the Halton Elementary O.E.C.T.A. Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publically funded education,

4.01 (c)

(ii) The assignment was more than fourteen (14) consecutive instructional days.

Absence Without Salary

General

10.01(f) The teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. If the leave is less than and within the school year, the teacher will be returned to their assignment and school location upon the completion of that leave. If the leave is approved for a complete school year, the teacher may apply in the rounds subject to Article XV for his/her previous position. The teacher's preference for full or part-time duties, a specific municipality, school location, and subject assignment will be taken into consideration.

Public Office

10.02(c) Same as above

Education

10.03(c) Same as above

Family Leave

10.04(e) Same as above

(f) In extenuating circumstances, the Executive Officer, Human Resources Services, may return the teacher to their previous position if the leave extends to a full school year.

Sabbatical Leave

11.10 (b) Same as General Leave

10.05 EMERGENCY LEAVE

(b) Any teacher returning from Emergency Leave will be returned to their former position held prior to the leave.

10.06 Compassionate Care Leave

(a) Any member of the Unit may apply for a compassionate care leave, without pay, for up to eight (8) weeks per year in accordance with the *Employment Standards Act*. Written application to the Executive Officer, Human Resources Services shall be made in advance whenever possible.

(b) Any teacher returning from Compassionate Care Leave will be returned to their former position held prior to the leave.

13.04(a) **Such teacher will not accrue seniority or incremental experience for time taken in excess of the Statutory Leaves as defined in the Employment Standards Act.**

14.07 Where 2 (two) or more teachers have the same seniority in article 14.06 above, the order on the list shall be decided upon in **decreasing order of accumulated service:**

1. Total years of employment with the Board
2. Total years of continuous service with the Elementary schools of this Board
3. Total length of continuous service with the Board
4. Total teaching employment in Ontario
5. Total teaching employment since basic teacher certification was acquired
6. The teacher in the higher category level is to be retained

TEACHER TRANSFER FLOW CHART		
ARTICLE	DATE	EVENT
15.04(n)	April 1	In Round 1 only, for system positions the Board will post any known system teacher vacancies. Only system teachers may apply to positions of equal status or discipline to the position they currently hold.

15.05(j) Prior to **Round IV**, all Redundant Teachers and Principal Initiated Transfer Teachers who have not received their requested placements in **Rounds I to III** shall be placed in a position to which they are qualified by Human Resources Services. These teachers may continue to bid in subsequent rounds without priority placement under Article 15.04 until an alternative is achieved. Article 15.05(g) would then apply.

17.01 **Performance Appraisal of Experienced Teachers, 2007**

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

(ii) **The maxima of supervision minutes for elementary teachers will be as follows :**

- **100 minutes in 2008-09;**
- **90 minutes in 2009-10;**
- **80 minutes in 2010-11;**
- **80 minutes in 2011-12.**

(b) Teachers will be appointed on a rotating basis for supervisory duties at any time during the period between one half hour before classes begin for the day and ending fifteen minutes after classes end for the day when the school building and the playground are open to the pupils and classes are not in session.

(c) In assigning scheduled supervision duties, Principals shall give reasonable consideration for

distance travelled for teachers assigned to two schools on a daily basis.

- (d) If travelling between two schools occurs over the lunch period, no lunch supervision shall be scheduled and travel time will be considered an assigned duty.

18.03(a) The Board shall provide a minimum average planning time per school for every full time teacher of two hundred (200) minutes per week during the instructional day. Planning Time shall be prorated for part time teachers.

The principal will make their best effort to develop an initial planning time schedule that allows for forty (40) minute uninterrupted blocks.

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

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

- (c) A teacher may bank **lost** planning time which shall be rescheduled within the current school year by the Principal in consultation with the affected teacher.

- (d) **Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Board-Level Staffing Committee.**

- (e) **Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.**

- (f) **The parties agree that preparation time for a full time teacher shall be increased as follows:**

- **September 1, 2008 200 minutes**
- **September 1, 2009 210 minutes**
- **September 1, 2010 220 minutes**
- **September 1, 2011 230 minutes**
- **August 31, 2012 240 minutes**

18.04 Effective January 2009, the Board Level Staffing Committee shall consist of equal representation between the Board and OECTA, not to exceed six (6) representatives in total. Additional representatives may be added as required. The mandate of the committee shall be to discuss/advise on the following:

- I. Consulting on the assignment of staff generated by the increase in elementary teacher preparation time;

- II. Monitoring the use of the funding enhancement aimed to provide increased school safety through added supervision personnel.
- III. Advising on staff allocation to address the class size reduction in grades 4-8 generated by the terms of the Provincial Discussion Table (PDT) framework agreement;
- IV. Advise on the allocation of grades 7 & 8 Student Success and Literacy & Numeracy Coaches for the 2012/2013 school year;
- V. Addressing other staffing and workload issues as agreed to by the Parties.

The committee shall meet three times per year on mutually agreed upon dates with the first meeting date being no later than October 15th each year.

18.05 Both parties agree that professional development is an integral part of a productive and successful Catholic Professional Learning Community.

The Board and OECTA will form an annual Joint Professional Development Committee to allow OECTA to provide input into professional development days, and assist in:

- The overseeing of professional activities for teachers during Professional Activity days and consistent with the learning goals identified in the Teachers' Annual Learning Plans;
- Promoting best practices and sustaining successful Catholic Professional Learning Communities (CPLC) and monitoring their implementation.

The committee membership, including co-chairperson, will be composed of equal representation from OECTA and Board staff, not to exceed six representatives in total.

IN-SCHOOL SCHEDULING ADVISORY COMMITTEE:

Each school shall have an In-School Scheduling Advisory Committee that meets at least three (3) times per year.

(a) Composition

- (i) Principal and/or Vice Principal**
- (ii) O.E.C.T.A. Rep. (or) C.B.C. rep.**
- (iii) Teacher Representative as selected by each of four (4) divisions**
- (iv) Non-classroom Teacher Representative (F.S.L./S.E.R.T., etc.)**
- (v) Other school based staff as determined by the Principal.**

(b) Mandate

- (i) Participate in the development of all final supervision schedules.**
- (ii) Provide suggestions to ensure the efficient operation of banked planning time and the reimbursement of planning time in each school.**
- (iii) Participate in the development of the First Aid Provider schedule(s) where applicable.**

(c) Guidelines

- (i) All decisions shall be arrived at by consensus where appropriate. If consensus cannot be reached, the decision of the Principal shall be final.**
- (ii) The committee will be guided by principles of safety, fairness, and equity.**
- (i) No part of Article 18.09 will be the subject of a grievance under Article XXIII.**

20.06 A teacher on long term disability benefits will be allowed to return to their previous location if the leave of absence is under a two (2) year period. If the leave extends beyond the two year period the teacher will be placed by Human Resources Services.

ARTICLE XXI SPECIAL ALLOWANCES

21.01 ASSISTANT TO THE PRINCIPAL

- effective September 1, 2008: \$743.00
- effective September 1, 2009: \$765.00
- effective September 1, 2010: \$788.00
- effective September 1, 2011: \$811.00

21.02 Extra Degree Allowance

- effective September 1, 2008: \$743.00
- effective September 1, 2009: \$765.00
- effective September 1, 2010: \$788.00
- effective September 1, 2011: \$811.00

21.03 CONSULTANT ALLOWANCE

- September 1, 2008: \$6,129.00
- September 1, 2009: \$6,313.00
- September 1, 2010: \$6,502.00
- September 1, 2011: \$6,697.00

21.04 SCHOOL PROGRAM TEAM LEADERS (S.P.T.L.)

- September 1, 2008: \$1,061.00
- September 1, 2009: \$1,093.00
- September 1, 2010: \$1,126.00
- September 1, 2011: \$1,160.00

22.01(a) Salary grid in effect August 31, 2008:

	A0	A1	A2	A3	A4
0	34886	41749	43339	46078	47806
1	36981	43020	45907	48759	50628
2	39126	45309	48481	52682	53447
3	41269	47597	51051	54126	56270
4	43412	50567	53623	56806	59093
5	45555	53105	56194	59528	61915
6	47698	55999	58899	62173	64724
7	49841	57759	61802	64855	67601
8	51985	60132	64701	67601	70501
9	54128	62362	67601	70501	73402
10	59922	66249	72186	73402	76302
11				78119	79205
12					84063

(b) Salary grid in effect September 1, 2008:

	A0	A1	A2	A3	A4
0	35933	43001	44639	47460	49240
1	38090	44311	47284	50222	52147
2	40300	46668	49935	54262	55050
3	42507	49025	52583	55750	57958
4	44714	52084	55232	58510	60866
5	46922	54698	57880	61314	63772
6	49129	57679	60666	64038	66666
7	51336	59492	63656	66801	69629
8	53545	61936	66642	69629	72616
9	55752	64233	69629	72616	75604
10	61720	68236	74352	75604	78591
11				80463	81581
12					86585

(c) Salary grid in effect September 1, 2009:

	A0	A1	A2	A3	A4
0	37011	44292	45978	48884	50717
1	39233	45640	48703	51728	53711
2	41509	48068	51433	55890	56702
3	43782	50496	54160	57422	59697
4	46056	53647	56889	60265	62692
5	48329	56339	59616	63153	65686
6	50603	59409	62486	65959	68666
7	52876	61277	65566	68805	71718
8	55151	63794	68641	71718	74795
9	57424	66160	71718	74795	77872
10	63571	70284	76582	77872	80949
11				82876	84029
12					89182

(d) Salary grid in effect September 1, 2010:

	A0	A1	A2	A3	A4
0	38121	45620	47358	50351	52239
1	40410	47009	50164	53280	55323
2	42754	49510	52976	57567	58403
3	45096	52011	55785	59145	61488
4	47437	55256	58595	62073	64573
5	49779	58029	61405	65048	67656
6	52121	61192	64361	67938	70726
7	54463	63115	67533	70869	73869
8	56805	65708	70701	73869	77038
9	59147	68145	73869	77038	80208
10	65478	72392	78880	80208	83377
11				85363	86549
12					91858

(e) Salary grid in effect September 1, 2011:

	A0	A1	A2	A3	A4
0	39265	46989	48778	51861	53806
1	41622	48419	51669	54879	56982
2	44037	50996	54566	59294	60155
3	46449	53571	57458	60919	63332
4	48861	56914	60353	63936	66510
5	51273	59770	63247	66999	69686
6	53685	63027	66291	69976	72847
7	56096	65008	69559	72995	76086
8	58510	67679	72822	76086	79349
9	60922	70189	76086	79349	82615
10	67443	74564	81246	82615	85879
11				87924	89146
12					94614

29.06 The Board shall pay to a Continuing Education Teacher for each hour of instruction in a credit course the following rate of pay:

- August 31, 2008 \$40.58
- September 1, 2008 \$41.80
- September 1, 2009 \$43.05
- September 1, 2010 \$44.34
- September 1, 2011 \$45.67

31.02 **Should a teacher be appointed temporarily as an Acting Vice Principal**, they shall not evaluate another member of the elementary bargaining unit.

Managed Health Care Plan

1. Dental Benefits

(e) Bridge or standard denture replacement every ten (10) years.

Letter of Understanding

The Board agrees to create a general job description for the Consultant position by April 1st, 2009.

The Superintendent of Special Education Services and Superintendent of Curriculum Services will solicit input from consultants in the creation of this document.

**Letter of Understanding
Release Time for Assessment, Evaluation and Report Cards**

The Parties agree on the importance of timely, relevant, comprehensive and meaningful assessment and evaluation of Students' learning.

In the 2009-10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.

Effective September 2010, two (2) Professional Activity Days will be designated : one prior to the first reporting period and one prior to the second reporting period.

**Letter of Understanding
Group Benefits**

The parties agree to meet in the 2009/2010 school year to discuss benefit enhancements to be effective September 1, 2010.

Letter of Understanding: Transferability of Other PDT Agreements

For the September 1, 2008 to August 31, 2012 Collective Agreement, the parties acknowledge the Government's commitment that OCSTA and OECTA will not receive amounts proportionally less than the overall financial settlements reached in any other PDT agreements, with any other teacher federation, subject to the parties fully complying with the conditions associated with this Agreement.

**Letter of Understanding
Elementary Supervision**

The parties recognize that in the interest of student safety, appropriate levels of supervision are required as determined by the Principal.

The Principal will ensure a supervision schedule is developed which complies with Article 18.02 and 18.09. Inclement weather days will not count towards the supervision minutes calculation.

Should circumstances at the school change, such as staffing shortages, Human Rights accommodations, the parties recognize that the supervision schedule may need to be adjusted. Such additional supervision duties assigned will be banked and recorded by the Principal, to be reimbursed at a later date.

Any concerns that may occur with regard to the practice of ongoing elementary supervision will be addressed through the Joint Labour Management Committee.
