

THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD

Terms of Employment

With

THE CATHOLIC PRINCIPALS AND VICE-PRINCIPALS COUNCIL:
WELLINGTON UNIT

For the Period

September 1, 2008 to August 31, 2012

WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD

MISSION STATEMENT

To continue to build a vibrant Catholic community committed to the celebration of each individual by fostering a love of learning, through quality educational experiences, enabling all to respond in a Christian way to challenges of life.

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AN AGREEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

For the Period September 1, 2008 to August 31, 2012

BETWEEN:

THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD
("the Board") of the First Part

- and -

THE CATHOLIC PRINCIPALS AND VICE-PRINCIPALS COUNCIL:
WELLINGTON UNIT

("the Council") of the Second Part

WHEREAS the Board, is a Catholic District School Board duly constituted under the Education Act,

AND WHEREAS the Council is an association of Administrators (Principals and Vice-Principals holding Principal qualifications and who are in good standing with the Catholic Principals Council of Ontario [CPCO]).

AND WHEREAS the Board and the Council wish to work co-operatively with respect to matters concerning the employment terms and working conditions of members of the Council.

AND WHEREAS the members of the Council have elected their executive and appointed certain members to be their agents with respect to matters between themselves and the Board concerning their terms and conditions of employment.

NOW THEREFORE the parties agree as follows:

Article 1: Purpose

- 1.01 The general purpose of this agreement is to provide an amicable method of settling differences through the Council over the terms and conditions of employment of each individual Council Member, which might arise hereunder.
- 1.02 For the purposes of interpreting this Agreement, the Agreement shall specifically be considered to be subject to the provisions of the Education Act and Regulations and Ministerial Orders made thereunder. Should there exist any conflict between this Agreement and the above-stated enactments, then those enactments shall take precedence.
- 1.03 In the event that any term of this Agreement is inconsistent with or in violation of the provisions of the Education Act or any other laws of the Province of Ontario, it

is hereby deemed to be amended to the extent required to avoid such inconsistency and, if any term of this Agreement is thereby annulled, the remainder of this Agreement shall remain in full force and effect.

Article 2: Recognition of the Board and the Council Recognition of the Board

- 2.01 The Council recognizes that 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 assign duties to or lay off employees covered by this agreement subject to the provisions of this agreement expressly governing the exercise of these rights and subject to the Act and Regulations of the province of Ontario.
 - ii) to operate and manage the board office and school system in accordance with its obligations and to make, from time to time, reasonable rules and regulations to govern employees covered by this agreement. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.02 Every provision of this agreement shall be construed in such a way as to give full effect to the denominational rights of Roman Catholics or their Catholic schools or school trustees under section 93 of the Constitution Act.
- Nothing in this agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholics or their Catholic schools or school trustees under section 93 of the Constitution Act.
- 2.03 The parties agree that there shall be no discrimination or coercion exercised or practiced upon any employee who is a member of the Council.

Recognition of the Council

- 2.04 The Board recognizes the Council as the sole representative for all Principals/Vice-Principals employed by the Board for purposes of this agreement of employment.
- 2.05 The Council shall advise the Board in writing of the names of its executive officers and representatives. The Board shall recognize such officers and representatives only upon proper notification.
- 2.06 The Board recognizes the right of the Council to elect or appoint a Committee of up to six (6) members for the purpose of negotiating with the Board changes to this agreement.
- 2.07 The Board agrees that the Council shall have the right to authorize any advisor, agent, counsel, solicitor or duly authorized representative(s), to assist, advise or represent them in all matters when dealing or negotiating with the Board.

Article 3: Scope

- 3.01 The Board and the Council agree that the terms and conditions of employment agreed upon by the Board and the Council: (“the Council Agreement”) shall constitute terms and conditions of employment of each member of the Council holding positions with the Board requiring principal and/or Vice principal qualifications.
- 3.02 a) The Council covered by this agreement shall carry out duties and responsibilities in accordance with:
- The Education Act and Regulations as amended or consolidated from time to time;
 - any other applicable statutes, including the Human Rights Codes;
 - guidelines or other requirement issued by the Ministry of Education; and
 - polices, procedures or guidelines or directions issued by the Board and/or Director.
- b) The Council members shall maintain membership in the College of Teachers and must, as a condition of employment, hold a valid and subsisting Certificate of Qualification issued by the College of Teachers pursuant to the Education Act and any regulation made there under.
- c) Principals and Vice-Principals are charged with the day to day operation of the schools and the delivery of program consistent with the policies of the Board and the Education Act under the supervision of the appropriate Supervisory Officer and/or Education Officer or Manager.
- 3.03 All the provisions of this agreement, unless otherwise stated, shall be subject to arbitration in accordance with the Arbitration Act of Ontario. The Arbitrator shall be able to award costs in addition to severance, however under no circumstances does an arbitrator have the jurisdiction to set aside the Board’s decision to terminate the contract of employment of a Council Member and require the Board to re-employ the terminated Council Member. Prior to submission to arbitration, the Council member shall be entitled to an in-camera meeting with the Board with or without representation of his or her choice.
- 3.04 Either party may give notice to negotiate by January 1st of the last year of the current agreement. If neither party wishes to amend this Agreement, the Agreement shall be renewed from year to year until the year in which a notice of intent to negotiate is given.

Article 4: Termination/Redundancy/ Suspension

4.01 The Council Member may terminate employment with the Board by giving 8 weeks notice to the Board in writing.

4.02 Suspension

Subject to Article 12, the Board on the recommendation of the Director may discipline the Council Member up to and including suspension for reason of neglect of duty, misconduct, inefficiency or serious failure to comply with the Board’s mission. The concept of progressive discipline where appropriate will be followed. The individual has the right to appeal the suspension before the Board.

In the event that a Council Member is charged with a criminal offense and the Board believes that the circumstances created by such a charge or charges render it inadvisable for the Council Member to continue his/her duties, and the Board has not terminated his/her employment, the Board may suspend the Council Member with or without pay pending the disposition of the criminal charges and any appeal there from for a reasonable length of time. The Board will provide an opportunity for the Council Member and an Executive Member to meet with the Board in-camera prior to a suspension without pay.

4.03 Redundancy

Subject to the provisions outlined in Article 5, in the event that it becomes necessary to reduce the number of Council Members employed by the Board because of redundancy, the reduction shall be done in accordance with this Article.

- a) Notwithstanding any other clause in this agreement, the Board may exempt any Council Member from the provisions this Article in order to safeguard programs provided that, in the opinion of the Board, the Council Member cannot readily be replaced by an equally qualified member of the group.
- b) Where the Board is considering the exemption of any Council Member from the provisions of this Article, the Executive of the Council shall be so informed. At the request of the Executive, made within two weeks of receipt of the information, a meeting with the Board Committee shall be arranged to discuss the matter. Within two weeks from the date of the meeting, or where no meeting is held, within four weeks from the receipt of the information, the Executive may forward to the Board its comments or recommendations which the Board, before making a final decision, shall consider.
- c) Redundancy will be determined by seniority in the position of principal if there is a redundancy in principal positions.
- d) Redundancy will be determined by seniority in the position of vice-principal if there is a redundancy in vice-principal positions.
- e) The following criteria and order shall be used to determine the redundant principal in the event of a tie:
 - i) least experience (continuous service) as a principal with the board, including acting time as a principal.
 - ii) if equal, least experience as a principal and vice-principal (including any time as a vice-principal in training or in an acting vice-principal/principal appointment which exceeds five (5) consecutive months) combined.
 - iii) if equal, least seniority with the board
 - iv) if equal, according to board policy
- f) The following criteria and order shall be used to determine the redundant vice-principal in the event of a tie:
 - i) least experience as a permanent vice-principal (continuous service) with the board.
 - ii) if equal, least experience as a permanent vice-principal

and vice-principal in training and/or acting vice-principal appointments which exceed five (5) consecutive months combined.

- iii) if equal, least seniority with the board
 - iv) if equal, according to board policy
- g) If the previous position held by a principal was a vice-principalship, the least senior vice-principal will become redundant and shall be placed in the vice-principal pool while awaiting recall.
- h) The principal and/or vice-principal will be entitled to the responsibility allowance of the redundant position for a period not exceeding one (1) year.
- i) Where a Council Member loses a position as a result of a redundancy, the Council Member shall be entitled to a teaching position.
- j) A principal or vice-principal who is redundant shall be placed on a recall list for a period no longer than three (3) years. If a position becomes available within that three (3) year period, it shall be offered to each principal for a principal position and each vice-principal for a vice-principal position in order of seniority. At the expiry of a continuous uninterrupted three (3) year period while on the recall list, the principal and/or vice-principal's name shall be removed from the recall list.
- k) In the event the Council Member is declared redundant as aforesaid, such action by the Board shall not constitute a constructive dismissal, or be deemed to be a demotion or any kind of disciplinary action and the Council or Council Member shall have no right to arbitration or other action or cause of action, except as to whether the criteria and procedures agreed upon by the Board and the Council have been followed.

Article 5: Seniority

5.01 Seniority Lists

- a) The Board shall maintain a Council seniority list showing the current classification, date of last hire, and length of seniority and whether the employee is full or part-time. The Board will provide Council members a copy of said list by October 1 of each year.
- b) Seniority shall continue to accumulate during a period of sickness or accident, and any period of Board approved secondments.
- c) There will be two distinct positions of responsibility: principal and vice-principal.
- d) There will be a separate seniority list for principals, which includes only their time as principals. Seniority as a principal is defined as continuous service from the first day of appointment as a principal, combined secondary and elementary, in the Board or its predecessor boards.
- e) There will be a separate seniority list for vice-principals, which includes only their time as vice-principals. Seniority as a vice-principal is defined as continuous service from the first day of appointment as a vice-

principal, combined secondary and elementary, in the Board or its predecessor boards.

- f) Seniority will include terms as acting principal/vice-principal, provided there was (or is) a proper selection process, including job posting and interview.
- g) Vice-principalship seniority will include seniority as vice-principal of Continuing Education provided that the duties were undertaken during the regular school day and year.
- h) Seniority will include terms for qualified/certified principals/vice-principals in training and/or in an acting role which exceeds five (5) consecutive months.
- i) The Council Member shall lose all seniority and the Council Member's contract shall be deemed terminated when the Council Member:
 - a) resigns or retires:
 - b) is discharged.
- j) Seniority shall continue to accumulate during an absence due to sickness, accident, or Board approved secondment.

Article 6: Job Postings & Transfers Job Posting

6.01 The Board shall give first consideration to current Council Members in filling a vacancy for a Council Member position within the Board. If there is no suitable applicant from the Council's group, the Board reserves the right to fill the vacancy from any other source, including external hiring.

Transfers

6.02 The transfer of Council Member shall be in accordance with Board Policy and Regulation HRG.O.1, which is deemed to form part of this agreement. Input will be sought from the Principal/Vice-Principal Council if and when changes are being considered to this policy/regulation.

6.03 The Board may transfer a Council Member to a similar position of responsibility. Such action by the Board is not arbitrary. A new position shall be considered similar to a former position if the title of the position is the same and if the salary for the new position is equal to the salary for the former position, or if the salary is maintained by the Board at the level of the former position (i.e. red-circled) his/her current salary will be maintained until;

- i) the Council Member's current salary exceeds the red circled rate at which time the Council will receive the applicable salary rate.

or

- ii) the Council Member is the successful applicant to another Council position of the same or lower salary rate at which time the red-circled rate will be eliminated.

6.04 The Board may reassign a principal/vice-principal to a different school or position, subject to the following provisions:

- (i) the Board shall endeavour to provide ninety (90) days notice that reassignment may occur;
- (ii) the Board shall consult with the principal/vice-principal
- (iii) the Board shall provide a reason(s) for the reassignment
- (iv) such reassignment will consider the principal's/vice-principal's qualifications, experience and abilities.

Article 7: Professional Development

- 7.01 The Board encourages the ongoing professional development of its Council Members and affirms its commitment to afford the Council Members the opportunity for professional growth through participation in professional development programs and recognized professional activities.
- 7.02 The Board will annually establish through the budget process an allocation towards Professional Development of Council Members.
- 7.03 The Professional Development Budget shall be maintained in the Board's Accounts for Programme.
- 7.04 In consultation with the Superintendent of Education/Programme The Council shall establish a process by which members will make application for funding.
- 7.05 If the Board requests a Council Member to undertake any course or program for the purpose of professional development, the Board will reimburse to the Council Member all expenses incurred by him/her in connection therewith.
- 7.06 Should the Board request that a Council Member undertake a particular professional development program, then the Council Member shall be given leave with pay in order to undertake the program.
- 7.07 Leaves of absence with pay for the purpose of professional development will be provided with the prior approval of the Director of Education.

Article 8: Indemnity

- 8.01 The Board agrees to indemnify a Council Member against all costs, charges and expenses, including legal fees and disbursements, actually and reasonably incurred by him/her in connection with the investigation, prosecution and resolution of any claim, action or other legal proceeding to which the Council

Member is or may be a party wholly or partially by reason of being or having been an Administrator, provided that;

- the Council Member was acting within the scope and course of his/her employment.
- the Council Member did not intentionally breach the relevant statute or regulation, and provided this indemnification shall not apply to any charges pursuant to the Criminal Code of Canada (except that Subsection 171 (1), 18 of the Education Act R.S.O. 1990, c E2 shall apply) Canada Food and Drugs Act or Canada Narcotic Control Act.
- the claim does not arise out of a matter personal to the individual.
- the individual and/or agent provides full information to the Board and its agents, in a timely manner, with respect to the incident and surrounding circumstances and co-operates fully with the Board and its agents with respect to the investigation, negotiation, settlement and defence of the claim, legal action etc. and further provided that in the case of a criminal proceeding the Council Member had reasonable grounds for believing that his/her conduct giving rise to the criminal proceeding was lawful. The indemnity provision for costs, expenses, fee and disbursements is limited only by the right of the Council Member to have it paid by the Catholic Principals/Vice-Principals Provincial Association (CPCO).

8.02 In the event that any legal action or claim, associated with the Council Member's employment with the Board, is initiated after the Council Member's employment has terminated for any reason whatsoever and where the Council Member is named in any legal action or related claim associated with his/her employment with the Board or its successor Board, the Board shall continue providing legal support and associated costs to defend the former Council Member except where the Council Member has been terminated for cause and legal action or claim is related to the issues, circumstances or events leading to the termination.

Article 9: Leaves of Absence

9.01 Subject to the appropriate Board Policies and Procedures, the Council Member shall have access to leaves as described under the Board's policy on leaves. This would include but not be limited to the legitimate personal reasons such as bereavement, pregnancy, parental or adoption, graduations, specified court proceedings, educational purposes, short term secondments and leave for elected office.

9.02 The Council Member may, at the sole discretion of the Director, be granted leaves of absence with or without pay.

9.03 **Bereavement Leave**

- i) Leave of absence without loss of pay or reduction of sick leave shall be granted to a principal/vice-principal, to a maximum of five (5) working days at time of death in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending at the funeral.

Immediate member of the family shall mean: spouse, parent, step-parent, parent-in-law, brother, sister, child or step-child.

With the prior approval of the Director of Education or designate, a principal/vice-principal may be allowed the use of up to two (2) of these days to be taken after the time of death to deal with estate administration issues.

- ii) Leave of absence without loss of pay or deduction of sick leave, shall be granted to a principal/vice-principal to a maximum of two (2) working days, to attend the funeral of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent, grandchild or step-grandchild.
- iii) Leave of absence, without loss of pay or deduction from sick leave, shall be granted to a principal/vice-principal to a maximum of one (1) day to attend the funeral of a relative not specified in clause 9.05 i) and ii).
- iv) At the discretion of the Director or designate, a principal/vice-principal may be granted up to two (2) additional days without pay, to meet the exigencies of distance, special circumstance or for persons not listed above.
- v) A principal/vice-principal shall be granted up to one-half (1/2) day without loss of pay or deduction from sick leave, to attend the funeral of an employee of the Board or a member of their family, or a close personal friend.
- vi) A principal/vice-principal shall be granted up to one (1) day without loss of pay or deduction from sick leave, to attend the funeral of an employee of the Board or a member of their family, or a close personal friend when the funeral is held beyond the jurisdiction of the Wellington Catholic District School Board.

9.04 Pregnancy/Parental/Adoption Leave

- i) The Board shall provide Pregnancy/Parental and Adoption leaves and sickness benefits according to the current Provincial Employment Standards Act.
- i) Where sufficient sick leave credits are unavailable the Board shall pay the difference between the principal/vice-principal's current sick leave balance up to a maximum of ten (10) days (the EI waiting period).
- ii) The Principal or Vice-Principal shall be entitled to a maximum of two (2) days for the birth or adoption of a child, where the principal/vice-principal is absent for needs directly related thereto.

9.05 Professional Service/Professional Obligations

Leave of absence without loss of pay or deduction from sick-leave shall be granted for up to five (5) days per school year for the following professional purposes:

- (1) to write, but not prepare for, examinations which will improve professional or academic qualifications;
- (2) to attend, as a properly approved representative, a meeting of C.P.C.O.
- (3) to take part in any activity which, in the opinion of the Director, has

sufficient professional value for the principal/vice-principal and the Board.

9.06 Witness/Jury Duty

Where a principal/vice-principal is required to be absent by reason of receipt of a summons to attend as a juror or by reason of receipt of a subpoena as a witness in which the principal/vice-principal is not a party to the proceeding. Any conduct money received by the principal/vice-principal to appear as a witness will be given to the Board.

9.07 Quarantine

Where a principal/vice-principal is entitled to salary despite absence from duty in the case, where, because of exposure to a communicable disease, the principal/vice-principal is quarantined or otherwise prevented by the order of the Medical Officer of Health from attending upon his or her duties.

9.08 Self Funded Leave Plan

- a) The parties agree to establish a Funded Leave Plan through which a principal/vice-principal may save money and use the savings to finance a year of leave during the final year of the chosen Plan. The plan will be operated in accordance with this Article.
- b) Participation in the Plan may begin on September 1 of any year. Leaves shall have a duration of six (6) months or more, provided there is compliance with Canada Customs & Revenue Agency regulations/requirements.
- c) Any principal/vice-principal with three or more years of seniority with the Board may apply to participate in the Plan. The application, in writing, must be received by the Director by January 31 before participation would begin. The application shall include the principal's/vice-principal's estimate of the value of the leave to the system.
- d) The Board will determine the number of applications, which may be approved in any year.
- e) The Board may accept or reject any application on the basis of the Board's estimate of the effect of approval upon the system.
- f) The Board will reply to any application by March 31 following receipt and will specify its reasons in cases of refusal. No leave shall be unreasonably denied.
- g) Each principal/vice-principal permitted to participate in the Plan shall enter into an Agreement with the Board. The Agreement shall contain the following terms:

X = time worked Y = total time in the plan

- 1) In each of the years of the plan, the principal/vice-principal shall be paid X / Y of the salary and allowances to which he/she would otherwise be entitled.
- 2) The remainder shall be retained by the Board and shall be accumulated with interest.
- 3) Income tax, E.I. and C.P.P. deductions shall be calculated based only on X / Y earnings paid to the principal/vice-principal. Pension Plan contributions and benefit deductions shall be calculated on 100 per cent (100%) earnings in accordance with the Plan.

- 4) A statement of the status of a participating principal's/vice-principal's account shall be given to the principal/vice-principal in September of each year.
- 5) The leave will begin on August 1 or February 1 of the final year of participation in the Plan. Subject to (6) below, on that date, the Board shall pay to the principal/vice-principal the funds, with accumulated interest, less amounts withheld to cover the full cost of employee benefit plans, statutory and other necessary deductions.
- 6) At the request of the principal/vice-principal received on or before the preceding July 1, the Board shall pay to the principal/vice-principal on the first banking day in August or February, up to 100% of the accumulated funds to the term of leave. Deductions will be pro-rated appropriately.
- 7) The Manager of Human Resources or designate, will, prior to the commencement of the leave, assure the Board that the principal/vice-principal is fully aware of the implications which participation in the Plan will have on tax, pension and employee benefit plans.
- 8) During the leave, the principal/vice-principal will retain his/her seniority but will not gain in experience for salary purposes. The principal/vice-principal shall not be entitled to sick leave or have access to accumulated sick leave credit.
- 9) A principal/vice-principal may withdraw from the Plan in the following circumstances:
 - a) at any time with the consent of the Board.
 - b) at the end of any year provided the Board has not engaged a replacement.
 - c) at any time when the principal/vice-principal's position with the Board is terminated for any reason.
- 10) If the Board is unable to find a replacement that is acceptable, a leave may be deferred for a maximum of two years. If an acceptable replacement is still not found, the principal/vice-principal shall withdraw from the Plan.
- 11) If, in the opinion of the Board, the good of the system requires it, any participating principal/vice-principal may be required to withdraw from the Plan at any time.
- 12) Where a principal/vice-principal withdraws from the Plan, all retained funds, with accumulated interest, shall be paid to the principal/vice-principal within sixty days. If the principal/vice-principal dies, the funds, with accumulated interest, shall be paid to the principal/vice-principal's estate.
- 13) Upon return from a leave, the principal/vice-principal will return to a position similar to that which he/she held before the leave.
- 14) The principal/vice-principal shall accept full responsibility for any problems, which might arise, through participation in the plan, with Revenue Canada, the Ontario Teacher Pension Plan Board or the carriers of any employee benefit plan.
- 15) In the event that the principal/vice-principal withdraws from the program, there will be an additional administrative fee of \$300.00.

- 9.09 With the approval of the Principal, relevant Supervisory Officer or Director of Education (or designate), a principal/vice-principal shall be granted time off with pay, to a maximum of two (2) days, to deal with extraordinary or unanticipated circumstances. Time off in excess of two (2) days may be granted with the approval of the Director of Education or designate. Such time off will be deducted from the principal/vice-principal's sick-leave balance.
- 9.10 "With the approval of the Principal, relevant Supervisory Officer or Director of Education or designate, a principal/vice-principal may be granted a leave of absence with pay for the limited purpose of dealing with a serious or immediate health problem of a parent, brother, sister, spouse, son, daughter, parent-in-law. Such time off will be deducted from the principal/vice-principal's sick-leave balance."

Article 10: Salary/Benefits

10.01

- (a) The terms and conditions of the employment of the Council, as it relates to salary and benefits, shall be those applicable to the position held by the Council Member as provided for in the Compensation and Benefit Agreement which is appended and hereto referenced as Appendix A and B. All of the terms and conditions of the said agreement the parties hereto acknowledge and agree are incorporated by reference herein and form part of this agreement.
- (b) Council Members will be paid an annual salary based on a 12-month schedule and paid bi-weekly (26 installments) in accordance with the following schedule:
- (i) On the second Thursday following the start of the current school year calendar;
 - (ii) Subsequent 25 installments (1/25) of the annual salary on every second Thursday until such time as the annual salary has been paid in full.
 - (iii) If any of the dates specified above falls on a banking holiday, the pay will be deposited on the last working day prior to the banking holiday on which the pay day falls;
 - (iv) Council members whose employment terminates will receive their final pay on the first payroll date, as is practicable following termination.
- (c) For the purpose of per diem rate or payroll deductions due to absence, the per diem shall be calculated as 1/194 of the annual salary.
- (d) When a Council member begins or terminates employment during the school year the salary payable for the term shall be the relationship of days worked to 194 days.
- (e) A member may request full payment of the remaining salary at the time of retirement

Article 11: Work Year

11.01

- (a) The Principal/Vice-Principal will attend to defined duties during the time when school is in session as defined in the Education Act, and such other times as are necessary to ensure and efficient operation of the school. The Principal/Vice-Principal will ensure that the school is ready for opening at the commencement of each term and that it is closed properly at the end of each term.
- (b) The Director of Education may request Principals/Vice- Principals to be available to address system needs deemed necessary, which may arise from time to time. Requests for time beyond the traditional school year shall be consistent with past Board practices.
- (c) It is recognized that some flexibility may be requested to address individual circumstances. Individual requests for exceptions should be directed to the Director of Education or designated Education Superintendent.
- (d) A Principal or Vice-Principal shall be entitled to five (5) compensatory days, the scheduling of which will be determined in consultation with the Principal, relevant Supervisory Officer or Director of Education, as appropriate

Article 12: Just Cause

- 12.01 A Council Member may be terminated by the Board for just cause, provided that the Council Member and the Council shall have been given reasonable notice in writing by the Board that such is being contemplated, together with the reasons therefore, and that prior to any such action being taken, the Council Member has been afforded a full and fair opportunity to be heard by all the members of the Board in an in-camera meeting, to be accompanied at the meeting by representatives of the Council Member's choice and to respond to any allegations made against him/her and that upon such action being taken, the Council Member is forthwith advised in writing stating the reasons therefore.

Article 13: Dispute Resolution

- 13.01 Where a dispute arises between a principal/vice-principal and the Board regarding the terms and conditions of employment, the principal/vice-principal shall first discuss the matter with his/her Superintendent of Education to attempt to resolve the matter.
- 13.02 Where a dispute is not resolved through a discussion between the principal/vice-principal his/her Superintendent of Education, the principal/vice-principal may request a meeting with the Director of Education.
- 13.03 At a meeting with the Director of Education, the principal/vice-principal, if he/she wishes, may be accompanied by a representative of his/her choosing”
- 13.04 If the parties are unable to reach agreement at such meeting, then the issue may be submitted to a mutually agreeable arbitrator, whose decision will be final and binding. This provision does not supersede clause 3.03. The parties shall be responsible for their own costs relative to this process.

BENEFITS

Appendix A

Note: All Benefit changes in effect the 1st day of the Month following approval by the Board of Trustees by Motion (April 1, 2009).

BENEFITS:

Benefit Program: Except as noted below *, in any calendar year, the Board shall pay **100%** of the costs (prorated if not a full-time employee) of the premiums in effect on the 1st day of September of that year and contribute to the insurer for the following benefits.

***Life Insurance:** Selection of 3 times salary shall be 100% employee paid premium for that portion of coverage. (1/3)

Extended Health Care: *Paramedical Services:* Effective September 1, 2006 (chiropractic, osteopath, podiatrist, massage therapist, acupuncturist, and naturopath). \$500 annual maximum per insured individual per benefit year.

Coverage for services such as Major Medical, Ambulance Service, Hospital Coverage, Medi-Passport Emergency Travel Assistance: Deductible \$10 Single / \$20 Family

Pay Direct Prescription Drug Card: No deductible at time of purchase and will cover prescription drugs which legally require a prescription.)

Semi-Private hospitalization coverage from the 1st day of hospitalization.

Dental:

Dental coverage is mandatory unless exemption can be claimed.

- 2 years less than the current Ontario Dental Association (ODA) fee guide.
- Include (5) month recall

Basic Restorative Level I, Level II (unlimited),

- Level III (Major Restorative) at 50% co-insurance with \$1,750 annual maximum.

- Level IV (Dependent Orthodontia) 100% premium contribution by the Board. with \$1,750 lifetime maximum.
- 50/50 premium contribution on Level IV

Vision Care: Optical Expenses benefits to include the cost of eyeglasses (contacts) and or laser eye surgery for the insured employee, spouse and dependents, if applicable subject to a \$500 maximum per family, and \$250 single, benefit every 24 month period. Services of an ophthalmologist or licensed optometrist, up to a maximum of \$50 in any 12 month period for a person under age 18 or in any 24 month period for any other person are exclusive of the Vision Care benefit and insured under Extended Health Care coverage.

Group Life Insurance: Mandatory condition of employment.

1 x Annual Salary to the next higher \$1000. to a maximum of \$500,000

2 x Annual Salary to the next higher \$1000. to a maximum of \$500,000

*3 x Annual Salary to the next higher \$1000. to a maximum of \$500,000

*Selection of 3 times salary shall be 100% employee paid premium for that portion of coverage. (1/3)

Hearing Care: Hearing Aids prescribed by an Ear/Nose/Throat specialist to a maximum of \$500 over a period of 5 benefit years.

Long Term Disability: Details regarding Long-Term Disability benefits are available in the Benefit booklet.

Accumulated Sick Leave: Full-time (Part-time Prorated) Principals/Vice-Principals are entitled to 20 days sick leave in any year. Principals/Vice-Principals shall be entitled to accumulate unused sick leave to a maximum of 200 days (prorated for part-time).

Principals/Vice-Principals who currently have accumulated greater than 200 days in their sick leave bank shall continue to maintain the accumulated days in excess of 200 but not to exceed 240 days until such time as the bank is depleted to 200 days.

Notwithstanding the foregoing, where a Principal/Vice-Principal participates in the Long Term Disability Plan, during any one illness the Principal/Vice-Principal may use accumulated sick leave credit only to the end of the waiting period required by the Long Term Disability Plan.

Retirement Gratuity:

Available to those employees under contract with the Board effective September 1, 1985 having an individual Gratuity Agreement.

After 10 years of service and eligible to retire under the provisions of eligibility (Ontario Teachers Pension Plan Board)

50% of accumulated sick leave at annual salary rate on date of retirement or death to a maximum of 200 days.

Catholic Principals' Council of Ontario

Effective September 1, 2007 the Board will contribute to a maximum of \$1,000.00 towards the CPCO membership fee for each Council Member.

Effective September 1, 2011 the Board will contribute to a maximum of \$1,200.00 towards the CPCO membership fee for each Council Member.

APPENDIX "B"

SALARY GRID

September 1, 2008

POSITION	Start	12 Months
	1	2
ELEMENTARY VICE-PRINCIPAL	\$94,989	\$99,369
SECONDARY VICE-PRINCIPAL	\$99,018	\$103,399

POSITION	Start	12 Months	24 Months
	1	2	3
ELEMENTARY PRINCIPAL	\$102,881	\$106,029	\$109,771
SECONDARY PRINCIPAL	\$108,000	\$110,867	\$115,249

September 1, 2009

POSITION	Start	12 Months
	1	2
ELEMENTARY VICE-PRINCIPAL	\$97,838	\$102,350
SECONDARY VICE-PRINCIPAL	\$101,989	\$106,501

POSITION	Start	12 Months	24 Months
	1	2	3
ELEMENTARY PRINCIPAL	\$105,967	\$109,210	\$113,064
SECONDARY PRINCIPAL	\$111,240	\$114,193	\$118,706

September 1, 2010

POSITION	Start	12 Months
	1	2
ELEMENTARY VICE-PRINCIPAL	\$100,773	\$105,421
SECONDARY VICE-PRINCIPAL	\$105,048	\$109,696

POSITION	Start	12 Months	24 Months
	1	2	3
ELEMENTARY PRINCIPAL	\$109,146	\$112,486	\$116,456
SECONDARY PRINCIPAL	\$114,577	\$117,619	\$122,267

September 1, 2011

POSITION	Start	12 Months
	1	2
ELEMENTARY VICE-PRINCIPAL	\$103,797	\$108,583
SECONDARY VICE-PRINCIPAL	\$108,200	\$112,986

POSITION	Start	12 Months	24 Months
	1	2	3
ELEMENTARY PRINCIPAL	\$112,420	\$115,861	\$119,950
SECONDARY PRINCIPAL	\$118,015	\$121,148	\$125,935

- Assignment to a higher grade: Principals with four or more years of experience as principals with the Board shall be placed at Step 3 of the higher grade. Vice-Principals promoted to a higher grade shall be placed at the salary step next highest to current.

Letter of Understanding

Benefits

The parties will meet by January 15, 2010 to determine the allocation of Wellington Catholic District School Board's share of the benefit enhancement funding in accordance with the Provincial Discussion Table Agreement.

Letter of Understanding

Post Retirement Benefits: Extended Health Care, Dental, Life – to age 65

Provision to purchase, from the Board's benefit carrier, the existing level of coverage (i.e. Family/Single) Extended Health Care, Dental and 1X (pre-retirement salary) Life Insurance.

Retiree responsible for 100% of the Premium Cost of this optional plan.

Note: Available to **all eligible retiring members of the Council.** The retiring member must immediately contact the Compensation & Benefits Supervisor to indicate his/her intention to purchase post retirements benefits, so as to meet the timeline designated by the Insurance Carrier.

Letter of Understanding

Signing Bonus

In recognition of the impact of compression of the Elementary School Principal Grid the Board will, with the 1st Pay in September 2009, pay the following one time only signing bonus to Council members who hold the position on the date of ratification by both parties.

Elementary Vice-Principal	\$1,500
Secondary Vice-Principal	\$1,500
Elementary Principal >350	\$1,800
Secondary Principal	\$1,800

Council members who hold the above referenced position on ratification but subsequently retire prior to September 1, 2009 will be paid the signing bonus on their last pay cheque.

Letter of Understanding

Joint Professional Development Committee

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

Within forty-five (45) days of ratification, there shall be established a Joint Professional Development Committee (the "PD Committee") consisting of no more than three (3) representatives appointed by the Board and three (3) representatives appointed by the Council.

The PD Committee will address ways in which funds allocated in the Board's Budget to enhance professional development opportunities for Council members will be used.

- a) The PD Committee will prepare and submit the annual Council PD Budget Submission and Plan as part of the annual Board Budget Process.
- b) The PD Committee will oversee the professional activities for Council members.
- c) The parties shall meet normally no more than three (3) times per year. Once the PD Committee has been established, the first meeting shall take place prior to April 30.

Letter of Intent

Evaluations

The parties agree that Principal/Vice-Principal performance appraisals will be conducted in accordance with Ministry of Education regulations.

Letter of Agreement

Return to Teaching

The parties agree that if the Ministry of Education and OECTA reach an agreement, providing seniority to a Principal or Vice-Principal who may return to a teaching position within OECTA, the Board and the Council will meet to discuss the implications for Council members.

FOR THE BOARD

Superintendent of Corporate Affairs _____

Executive Manager of Human Resources _____

Manager of Human Resources _____

Director of Education _____

FOR THE CATHOLIC PRINCIPAL VICE-PRINCIPAL COUNCIL WELLINGTON UNIT

Co-Chair _____

Co-Chair _____

Lead Negotiator _____

Lead Negotiator _____

DATED AT _____ ON _____, 2009