

**ELEMENTARY
TEACHERS'
COLLECTIVE
AGREEMENT**

**SEPTEMBER 1, 2008
TO
AUGUST 31, 2012**

**ELEMENTARY TEACHERS'
COLLECTIVE AGREEMENT**

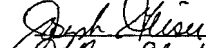
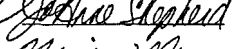
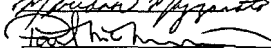
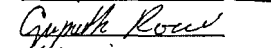
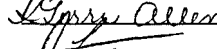


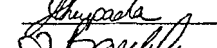
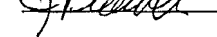

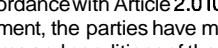
SEPTEMBER 1, 2008 TO AUGUST 31, 2012

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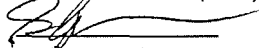
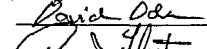
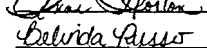
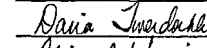
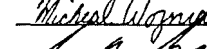
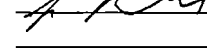
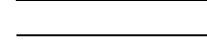
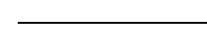
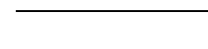
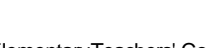
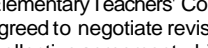
IN WITNESS WHEREOF the Board and the Elementary Teachers have caused the attached Agreement to be signed in their respective names by their duly authorized representatives as of this 21st day of November 2008.

DATED AT MISSISSAUGA, THE 21st DAY OF NOVEMBER, 2008

FOR THE BOARD

FOR THE DUFFERIN-PEEL (OECTA)

In accordance with Article 2.010 of the Elementary Teachers' Collective Agreement, the parties have mutually agreed to negotiate revisions to the terms and conditions of the current collective agreement which has a term of September 1, 2008 to August 31, 2012.

All reference dates in any article or clause of the 2004-2008 collective agreement shall be amended to reflect the renewal dates and adjustments occasioned by the extension of the current collective agreement to August 31, 2012.

This Agreement was ratified by the Board on November 25, 2008
This Agreement was ratified by the Teachers on November 27, 2008

ELECTED REPRESENTATIVES OF THE BOARD

Chair	B. Iannicca		
Vice Chair	A. Abbruscato		
Trustees	J. Anderson	E. O'Toole	T. da Silva
	M. Pascucci	L. del Rosario	T. Thomas
	F. Di Cosola	L. Zanella	S. Hobin

ADMINISTRATION

Director and Secretary to the Board		J. Kostoff
Associate Director, Corporate Services & Chief Financial Officer		J. Hrajnik
Associate Director, Instructional Services		R. Borrelli
Superintendent of Planning and Operations		J. Melito
Superintendent of Employee Relations		J. Geiser
Superintendent of Human Resources		P. McMorrow
Superintendent of Financial Services		G. Robinson
Superintendent of Program		M. Mazzorato
Superintendent of Special Education & Support Services		S. McWatters
Superintendents of Schools	L. Kazimowicz	E. McGuire
	N. Milanetti	G. Prajza
	M. Prospero	C. Saytar
	A. Tucciarone	

ELECTED/APPOINTED REPRESENTATIVES OF DUFFERIN-PEEL (OECA)

President	B. Campbell
1st Vice President	A. Horton
2nd Vice President	D. Dolan
Treasurer	J. Cox
Recording Secretary	B. Russo
Councillors	C. DiCarlo
	D. Hart
	L. McCannel
	R. Procopio
Teacher Welfare Officer	D. Dolan
Communications Officer	D. Twerdochlib
Health & Safety Advisor	J. MacSween
Membership Assistance Officer	J. Cox

TABLE OF CONTENTS

	PAGE
PREAMBLE	5
ARTICLE 1 Recognition	6
ARTICLE 2 Duration and Renewal	9
ARTICLE 3 Conditions of Employment	10
ARTICLE 4 Placement	12
ARTICLE 5 Salary Grids and Allowances	18
ARTICLE 6 Benefits	22
ARTICLE 7 Leave Plans	25
ARTICLE 8 No Strike - No Lockout	40
ARTICLE 9 Grievance Procedure	40
ARTICLE 10 Arbitration	44
ARTICLE 11 Workplace Safety & Insurance	45
ARTICLE 12 Professional Development	46
ARTICLE 13 Working Conditions	46
ARTICLE 14 Redundancy	58
ARTICLE 15 In-School Surplus	61
ARTICLE 16 Job Sharing	65
ARTICLE 17 Continuing Education	65
APPENDIX "A" Co-ordinator. Consultant. Teacher in Charge ..	68
APPENDIX "B" Pregnancy and Parental Leave	70
APPENDIX "C" Assault Procedure	76
APPENDIX "D" Sexual Harassment Policy	77
LETTERS OF UNDERSTANDING.....	83
LETTERS OF INTENT.....	95
ELEMENTARY TEACHER TRANSFER FLOW CHART	98
INDEX	100

AGREEMENT

BETWEEN

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called "the Board")

and

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(OECTA)

REPRESENTING THE ELEMENTARY TEACHERS EMPLOYED
BY THE BOARD
(hereinafter called "Dufferin-Peel (OECTA)")

* * *

P R E A M B L E

WHEREAS it is the common goal of the Board and Dufferin-Peel (OECTA) to provide the best possible Catholic education for the children of this community;

And in accordance with the terms of the Provincial Discussion Table (PDT) Agreement dated May 1, 2008 for the 2008-2012 Collective Agreement, the Dufferin-Peel Catholic District School Board and Dufferin-Peel(OECTA) are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education. The parties recognize there are a variety of ways to obtain these outcomes. The parties agree that this preamble shall not be used in the interpretation of any articles set forth in this Collective Agreement;

AND WHEREAS to achieve these common goals, it is essential that the Board and the Teachers maintain the harmonious relationships which exist between them:

AND WHEREAS it is essential that to achieve these goals, the Board and Teachers undertake their respective responsibilities in this task;

IT IS THE DESIRE OF THE BOARD AND ITS TEACHERS, with due regard for recognition of qualifications, experience and responsibilities to meet established needs of the Board and to set forth the salaries, allowances, and certain other conditions of employment, as agreed herewith.

ARTICLE 1 – RECOGNITION

- 1.010 The Board recognizes the Ontario English Catholic Teachers' Association as the exclusive bargaining agent for Dufferin-Peel (OECTA) consisting of every Part X.1 teacher, as defined in the Education Act, other than occasional teachers, who are assigned to one (1) or more elementary schools or to perform duties in respect of such schools all or most of the time.
- 1.011 The Board shall recognize the right of the Ontario English Catholic Teachers Association to appoint and to authorize representatives of Dufferin-Peel (OECTA) to represent Elementary Teachers, as defined in Article 1.010, and to negotiate on their behalf.
- 1.020 The terms of this Agreement shall apply to all Elementary Teachers, while in the employ of this Board, unless specifically stated otherwise.
- 1.021 For the purposes of contract interpretation:
- (a) Schools organized on a J.K. – Grade 8 basis, including all Special Education classes contained therein, shall be referred to as “Elementary schools.”
 - (b) Students enrolled in Elementary schools shall be referred to as “Elementary students”.
- 1.022 (a) Schools organized on a Grade 9 – Grade 12 basis shall be referred to as “Secondary schools”.
- (b) Elementary students placed in sites other than elementary schools who are receiving an elementary program shall be referred to as elementary students.
- 1.023 “Division”, as it applies to the Elementary panel, shall mean the Primary, the Junior or the Intermediated division as defined in the Education Act, Revised Statutes of Ontario, 1990.
- 1.024 “Position of Responsibility” shall mean Principal, Vice Principal, Co-ordinator, Consultant, Divisional Leader or Program Facilitator.

- 1.025 (a) An Itinerant Teacher is a Teacher who is required to teach in two (2) or more schools on the same day. An Itinerant Teacher who teaches in two (2) or more schools on alternate days is not to be considered an Itinerant Teacher for the purposes of contract interpretation.
- (b) Part-time teachers represented by Dufferin-Peel (OECTA) shall mean less than one (1.0) full time equivalent at all locations.
- 1.026 A probationary period shall be a period of two (2) years where the Teacher has less than three (3) years of experience as a Teacher in Ontario and one (1) year where the Teacher has at least three (3) years of experience as a Teacher in Ontario.
- 1.030 The Teachers recognize and accept that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board and to determine educational policies.
- 1.030 A Without prejudice to the Board's rights under Article 1.030, it is agreed that:
- (i) The Board has the right to make, change and enforce reasonable rules and regulations: and
 - (ii) The Board has the right and obligation to implement all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the Province of Ontario.
- .1.030 B The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and Dufferin-Peel (OECTA) concerning any matter.
- 1.031 The Provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers by Roman Catholic and Protestant Separate School Boards under the Constitution Act 1867.
- 1.032 No Teacher shall be disciplined, demoted or discharged without just cause.

- 1.033 Where a recommendation is made to the Board of Trustees for the termination of a probationary Teacher, the Board shall advise the Teacher of the recommendation in writing and the reason (s) thereof, and shall give such Teacher an opportunity to respond before the Board of Trustees makes its decision upon the recommendation.
- 1.034 (a) The Board and Dufferin-Peel (OECTA) recognize that each has a right to claim and enforce their rights under this Agreement without harassment from the other for so doing.
- (b) A Teacher who is requested to attend a meeting at which the Board intends to impose formal discipline by way of reprimand, suspension *or* demotion, shall be given the opportunity to notify a Release Officer of Dufferin-Peel (OECTA) or designate and if the Teacher so requests, shall have the right to the presence and assistance of a representative. The Teacher will be informed of the purpose(s) of the meeting. Absence of a Release Officer or designate from any such meeting shall not invalidate any discipline that may be imposed.
- 1.040 (a) On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the OECTA fee and any levy chargeable by Dufferin-Peel (OECTA). The respective amounts shall be determined by OECTA and Dufferin-Peel (OECTA) in accordance with their respective constitutions and by-laws.
- (b) Prior to August 15th of the school year in which the payroll deductions are to be made, OECTA and Dufferin-Peel (OECTA) shall inform the Board of the respective amounts to be deducted. The amounts to be deducted shall not be altered during the school year in which the deductions are made.
- (c) The OECTA fee deducted in 1.040 (a) shall be remitted to the General Secretary of OECTA on or before the 15th day of the month following the date on which the deductions were made. A copy of the above information containing names and fees will be provided to the Dufferin-Peel (OECTA).

- (d) The Dufferin-Peel(OECTA) levy, if any, shall be remitted to the Treasurer of Dufferin-Peel(OECTA) on or before the 15th day of the month following the date on which the deductions were made.
- (e) OECTA and/or Dufferin-Peel (OECTA), as the case may agree to indemnify and save harmless the Board from any and all consequences of deducting and remitting the fee or the levy in accordance with 1.040 (a), 1.040 (b), 1.040 (c) and 1.040 (d).

1.050 The Board is committed to the hiring of qualified and certified teachers. To that end the Board shall include the following procedures to fill the available teaching positions:

- Reference the existing pool of resumes on file,
- When advertising teaching positions, a copy will be forwarded to the Unit,
- Provide and update five (5) working days prior to each ESAC meeting the school, teaching assignment and dates of duration of Letters of Permission (LOP), and Temporary Letters of Approval (TLA),
- Whenever possible, individuals on Letters of Permission will be replaced with qualified and certified teachers the first school day following the Christmas break.

ARTICLE 2 – DURATION AND RENEWAL

2.010 This Agreement shall have effect from September 1, 2008, up to and including August 31, 2012, and from year to year, thereafter unless either party gives to the other party notice, in writing, within the one hundred and fifty (150) day period before its termination, that it desires to negotiate with a view to the renewal of this Agreement with or without modification.

(This replaces the September 1, 2004 to August 31, 2008 Agreement).

2.020 The Parties shall meet within fifteen (15) calendar days from the giving of the notice, or within such further

period as the parties agree upon, and they shall bargain in good faith and make every reasonable effort to make a collective agreement.

- 2.030 The Board shall make available to the executive of Dufferin-Peel (OECTA), the qualifications, experience, benefits received, scattergrams indicating the manner of calculation, and salary of each Elementary School Teacher employed by the Board on October 31st of the school year.

This information will be made available by November 15th of the school year.

These are the figures that shall be used for all calculations for costing purposes of the next Collective Agreement. Any and all enquiries by Dufferin-Peel (OECTA) regarding the provision of the information referred to in this section shall be directed to the Superintendent of Employee Relations.

ARTICLE 3 – CONDITIONS OF EMPLOYMENT

- 3.010 Evidence of Health

The Teacher, upon request, shall submit medical evidence of freedom from communicable disease. Any such evidence shall be held in strict confidence, and shall not be released to any employee of the Board except on a 'need-to-know' basis. The information will also be kept confidential from third parties, in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

- 3.020 Documentary Proof

Proof of qualifications and experience must be submitted to the Board. The onus is on the Teacher to see that the necessary documents are forwarded to the Supervisory Officer of the Human Resources Department at the Board Office prior to the commencement of employment. Failure to submit the necessary documents may result in a Teacher being placed at the minimum of Level 4 (in the case of a Teacher holding a university degree) until such time as the documents are forwarded to the Board Office. Provided that proof of qualifications and

experience is submitted within the same school year or calendar year of the date of commencing employment with the Board (“the commencement date”), whichever is longer, the Teacher shall receive any salary adjustment retroactive to the commencement date; otherwise any salary adjustment shall become effective when proof of qualifications and experience is submitted to the Board. In extenuating circumstances, and at its discretion, the Board may extend the period referred to above.

3.021 Ontario College of Teachers

It is the responsibility of the Teacher to provide proof of good standing in the College of Teachers.

3.030 Dental Plan

Newly-hired Teachers shall join the Dental Plan selected by the Board if they are eligible as defined by the Plan.

3.031 Notwithstanding Section 3.030, no Teacher shall be required to join the Dental Plan selected by the Board if he/she is able to obtain dental plan coverage equal to or greater than the Board Dental Plan.

3.040 Long Term Disability Plan

All present and newly-hired Teachers shall belong to the Long Term Disability Plan if they are eligible as defined by the Plan.

3.041 Employees absent for seventy-five (75) continuous working days due to disability shall apply for Long Term Disability (LTD) benefits. If eligible, they shall receive benefits under the Plan. The Board shall pay 100% of the cost for the LTD Plan.

3.050 (a) It is understood that all new Teachers are required to gain credit in Religious Education Part 1, offered by OECTA/OCSTA, during their probationary period as a condition of gaining permanent status with the Board, unless equivalence is granted by OECTA or an exemption is granted by the Director.

(b) The Board will put on, in-house, at no cost to Teachers, the OECTA/OCSTA Religious Education Course Part 1.

It is understood and agreed that Teachers on a one (1) year probationary period will be given preference for acceptance into the in-house course. It is further understood and agreed that the President of Dufferin-Peel (OECTA) will receive a list of all new hires by September 15.

- (c) Notwithstanding paragraph (a) above, a Teacher who is hired after the deadline for acceptance into the Religious Education Course Part 1 shall be granted a one (1) year extension to gain the required credit.

3.060 Every Teacher who is eligible to be a separate school supporter **as** provided in the Education Act shall become and remain a separate school supporter during the course of the Teacher's employment by the Board unless:

- (i) the Board or the separate school board to whose schools the Teacher would otherwise send that Teacher's child or children does not provide a program or specialized assistance required or advisable for such child or children, and
- (ii) such required or advisable program or specialized assistance is provided by the public school board in the municipality in which the Teacher resides and would be available to such child or children.

In extenuating circumstances, the Director of Education may, at her or his discretion, exempt a Teacher from the above position.

ARTICLE 4 – PLACEMENT

4.010 (a) All previous qualified teaching experience to the maximum for category placement on the Teachers' salary grid will be credited.

(b) "Qualified teaching experience" shall mean experience obtained subsequent to the completion of professional training deemed satisfactory to the standards established by the Ontario Ministry of Education and includes:

- (i) full-time or part-time experience gained as a Teacher with a Board in Ontario or elsewhere:

- (ii) experience gained while on occasional teaching assignments with a Board in Ontario or elsewhere:
 - (iii) experience gained as a Teacher in an accredited university or community college:
 - (iv) a Teacher, who before commencing his/her employment **with** the Board, has met the criteria for certification by the Ontario College of Teachers, is entitled to an adjustment in salary as of his/her commencement date, upon receipt of certification from the College of Teachers, within the same school year or calendar year whichever is longer. In extenuating circumstances, the Board may extend this period as necessary but excluding experience gained through teaching in evening or summer school programs.
- (c) For the purpose of determining “years” of experience, a year shall mean the ten (10) month period from September 1 of a school year to June 30 of the immediately following year, both dates inclusive. Notwithstanding the preceding sentence, if a Teacher has worked for a period of five (5) months or more but less than ten (10) months as of September 1 (hereinafter called a “short year”) during the term of this agreement, such period shall be deemed for the purposes of experience to be a full year of experience.
- (d) For the purposes of this calculation, a month shall be understood to equal twenty (20) teaching days.
- (e) Any months of experience completed in excess of the minimum short year shall be combined with the short year to form a year of experience before being credited to any additional year.
- (9) If a Teacher is employed to teach for less than 100% time classification or less than a full year, then the amount of experience accrued by such Teacher shall be prorated in accordance with that percentage time classification or percentage of the full school year that such Teacher was employed to teach.

- 4.011 For the purpose of determining years of teaching experience, related experience credits shall be given according to the following criteria:
- (i) Related experience shall mean experience in a trade or business related to the subject which a teacher is teaching in an Elementary School, if such experience is required to qualify for admission to a Faculty of Education. Only business or trade experience in excess of that required for admission to a Faculty of Education shall be used in the calculation.
 - (ii) Credit shall be given for related experience up to six (6) years at a ratio of one (1) year's credit for two (2) years of experience. The maximum number of years to be credited for the purpose of placement on the teacher salary grid will be three (3). The Teacher shall provide to the Board, documentation of all related experience.
 - (iii) For the purposes of calculation:
One half (1/2) or more years = one (1) year
Less than one half (1/2) year = zero (0) year
- 4.020 "Accredited University" means a University offering an acceptable University Degree as defined in Ontario Regulation 184/97, as amended.
- 4.021 The placement of Teachers shall be determined in accordance with the Teacher's Qualifications Evaluations Program 5 (hereinafter referred to as "QECO 5"). No Teacher who was evaluated correctly for placement purposes under the processes of evaluation in effect prior to the introduction of QECO 5 shall have his/her placement reduced because of QECO 5.
- 4.022 Ontario Certificates only are included in the definition of levels.
- 4.023 Any degree recognized by the Ministry of Education for admission to the Ontario College of Education is the equivalent of a B.A. Degree. The onus will be on the Teacher to provide the Board with the Ministry of Education's approval that it is equivalent.

4.024 Fractions of a year shall be added together, the resulting number of months divided by ten (10) will be considered as year of experience; remaining months over five to count as one (1) year. All calculations to be made as of September 1st.

4.025 Two (2) years pre-Teachers' College experience with Temporary Elementary Certificates shall be calculated as one (1) year.

4.026 Except as specifically provided in the terms of this Agreement, the annualized salary rate of each Teacher shall be determined in accordance with Article 5 (Salary – Grids and Allowances).

4.027 A Teacher, who before the beginning of the school year, has met all the conditions required for a certificate of a higher level, is entitled to an adjustment in salary as of the school term commencing either September 1st or January 1st, provided that the following conditions are met:

- (a) To qualify for a September 1st adjustment, the Teacher must have completed course requirements prior to September 1st and must submit to the Human Resources Department, by December 31st of that year, a revised QECO evaluation or QECO acknowledgement card.
- (b) To qualify for a January 1st adjustment, the Teacher must have completed course requirements prior to January 1st and must submit to the Human Resources Department by April 30th of that year, a revised QECO evaluation or QECO acknowledgement card.

The Board has the discretion to extend the deadline in extenuating circumstances caused by the QECO procedures, where the Teacher has provided the Board with evidence that QECO has received the relevant information prior to December 31st for a September 1st adjustment and prior to April 1st for a January 1st adjustment.

- 4.028 The Board reserves the right to withhold a part or all of the increment if a Teacher's services are unsatisfactory in the judgement of the Director of Education or designate.
- 4.029 Where the annual increment of a Teacher has been withheld by the Board because of alleged inefficiency, and where subsequently the Board decided to retain the services of the Teacher because of an improvement in work, an upward adjustment approved under these circumstances, would reinstate the Teacher at the year of experience he/she would have, had the increment not been withheld. (No retroactive pay is intended).
- 4.030 Method of Payment
1. Documentation
All newly-hired employees must be fully documented prior to commencement of work.
 2. Annual Salary
Annual salary shall be as determined by the collective salary agreement.
 3. Part-Time/Temporary Employees
Annual salaries will be pro-rated to cover time worked.
 4. Payment Information
The payment shall be deposited electronically at the financial institution of the Teacher's choice and payment information shall be maintained in the Employee Portal which can be printed by the Teacher. Upon written request annually by the Teacher, the Board shall provide to the Teacher a written copy of the payment information maintained in the Teacher's Employee Portal.
 5. Payment Basis
Payment shall be made on the basis of the following schedule:

2008-2009 BI-WEEKLY PAY SCHEDULE

	<u>Pay Days</u>	<u>Portion of Annual Salary</u>
September	04, 2008	1/26
	18	1/26
October	02	1/26
	16	1/26
	30	1/26
November	13	1/26
	27	1/26
December	11	2/26
	24'	1/26
January	08, 2009	1/26
	22	1/26
February	05	1/26
	19	1/26
March	05	1/26
	19	1/26
April	02	1/26
	16	1/26
	30	1/26
May	14	1/26
	28	1/26
June	11	1/26
	25	4/26

* For those who have requested pay information, as per Article 4.030(4), such pay information for the December 24, 2008 pay date will be in the schools by December 19, 2008.

Effective September 1, 2009, Employees shall be paid bi-weekly by direct deposit, on Thursdays based on 1/26 of the annual salary.

ARTICLE 5 – SALARY GRIDS AND ALLOWANCES

5.010

Teachers' Salary Grid for September 1, 2008 to August 31, 2009

YRS EXP	LEVEL 3	LEVEL 4 A1	LEVEL 5 A2	LEVEL 6 A3	LEVEL 7 A4
0	36952	41429	43784	49224	52056
1	39562	44098	46521	52056	54870
2	42262	46948	49224	54870	57686
3	45041	49746	52056	57686	60462
4	47872	52482	54870	60462	63294
5	50649	55276	57686	63294	66439
6	53429	58128	60462	66128	69585
7	56201	60813	63294	68921	72727
8	59035	63666	66128	71660	75871
9	60691	66476	68921	74384	79014
10	63279	70312	72739	77121	82159
11				81058	86584

Certified teachers not eligible for Level 3 shall be paid \$42,262.

Teachers' Salary Grid for September 1, 2009 to August 31, 2010

YRS EXP	LEVEL 3	LEVEL 4 A1	LEVEL 5 A2	LEVEL 6 A3	LEVEL 7 A4
0	38061	42672	45098	50701	53618
1	40749	45421	47917	53618	56516
2	43530	48356	50701	56516	59417
3	46392	51238	53618	59417	62276
4	49308	54056	56516	62276	65193
5	52168	56934	59417	65193	68432
6	55032	59872	62276	68112	71673
7	57887	62637	65193	70989	74909
8	60806	65576	68112	73810	78147
9	62512	68470	70989	76616	81384
10	65177	72421	74921	79435	84624
11				83490	89182

Certified teachers not eligible for Level 3 shall be paid \$43,530.

Teachers' Salary Grid for Seateember 1, 2010 to August 31, 2011

YRS EXP	LEVEL3	LEVEL4 A1	LEVEL5 A2	LEVEL6 A3	LEVEL7 A4
0	39203	43952	46451	52222	55227
1	41971	46784	49355	55227	58211
2	44836	49807	52222	58211	61200
3	47784	52775	55227	61200	64144
4	50787	55678	58211	64144	67149
5	53733	58642	61200	67149	70485
6	56683	61668	64144	70155	73823
7	59624	64516	67149	73119	77156
8	62630	67543	70155	76024	80491
9	64387	70524	73119	78914	83826
10	67132	74594	77169	81818	87163
11				85995	91857

Certified teachers not eligible for Level 3 shall be paid \$44,836.

Teachers' Salary Grid for Seateember 1, 2011 to August 31, 2012

YRS EXP	LEVEL3	LEVEL4 A1	LEVEL5 A2	LEVEL6 A3	LEVEL7 A4
0	40379	45271	47845	53789	56884
1	43230	48188	50836	56884	59957
2	46181	51301	53789	59957	63036
3	49218	54358	56884	63036	66068
4	52311	57348	59957	66068	69163
5	55345	60401	63036	69163	72600
6	58383	63518	66068	72260	76038
7	61413	66451	69163	75313	79471
8	64509	69569	72260	78305	82906
9	66319	72640	75313	81281	86341
10	69146	76832	79484	84273	89778
11				88575	94613

Certified teachers not eligible for Level 3 shall be paid \$46,181

5.020	Consulting Staff <u>Responsibility Allowance:</u> Effective Sept. 1, 2008	
	Co-ordinator	\$8638
	Consultant	5739
	Divisional Leader	3404

	Consulting Staff <u>Responsibility Allowance:</u> Effective Sept. 1, 2009	
	Co-ordinator	\$8897
	Consultant	5911
	Divisional Leader	3506

	Consulting Staff <u>Responsibility Allowance:</u> Effective Sept. 1, 2010	
	Co-ordinator	\$9164
	Consultant	6088
	Divisional Leader	3611

	Consulting Staff <u>Responsibility Allowance:</u> Effective Sept. 1, 2011	
	Co-ordinator	\$9439
	Consultant	6271
	Divisional Leader	3791

5.021 A Teacher in Charge (see Appendix "A") shall be paid an allowance of \$285 (Sept. 1, 2008); \$294 (Sept. 1, 2009); \$303 (Sept. 1, 2010); \$312 (Sept. 1, 2011) on an annual basis.

5.030 A Teacher in full-time employment with this Board assigned responsibility as a Consultant on a part-time basis shall receive a portion of the responsibility allowance for a consultant calculated as follows:

Percentage of Time worked as a Consultant	X	Responsibility allowance for a Consultant
---	---	---

- 5.031 A Teacher appointed or transferred by the Director to a position of responsibility in an acting capacity shall receive the responsibility allowance (or pro-rated share thereof reflecting the term of the assignment) and any release time or perquisites (or pro-rated share thereof) assigned to the position.
- 5.040 Teachers holding post-graduate degrees shall be paid an allowance of \$811 (Sept. 1, 2008); \$835 (Sept. 1, 2009); \$860 (Sept. 1, 2010); \$886 (September 1, 2011) for each post-graduate degree provided the degree or any part thereof is not used in the Teacher's QECO 5 rating.
- 5.050 Special Education. Instrumental Music. English as a Second Language and French as a Second Language
A teacher presently being paid a special allowance in the above noted areas, will continue to receive this allowance only if he/she remains teaching without interruption in his/her special area. A new or presently employed Teacher who enters teaching in one of those specialized areas will not be paid a special allowance.
- 5.060 Teachers on permanent supply (Supernumeraries) shall be paid their salaries according to their level and experience.
- 5.070 Where Teachers are required to travel in their performance of their duties, they shall be reimbursed at the Ministry of Education base rate for Southern Ontario.
- 5.080 If the Board establishes a position of responsibility not covered by this Agreement, Dufferin-Peel (OECTA) shall be notified in writing within five (5) days of the filling thereof of the allowance and release time, if any, established for such position; and the Board shall negotiate promptly such allowance and release time with Dufferin-Peel (OECTA). Any change in the allowance agreed to by the parties as a result of such negotiations shall be retroactive to the date of the filling of such position of responsibility.

ARTICLE 6 – BENEFITS

- 6.010 Board Contribution to Benefit Plans
- (a) Subject to, and in accordance with the terms and conditions set out in each Plan, the Board shall assume the undernoted contributions to the Plans, based upon full-time employment of employees eligible to enroll in such Plans.
Unless otherwise directed by the Teacher, the Board shall enroll the Teacher in single benefit coverage. Basic life insurance is mandatory.
- (b) The agreement to pay the cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any Teacher should any insurer fail or refuse to pay or provide same, in whole or in part.
- (c) Subject to, and in accordance with the terms and conditions set out in each Plan, part-time teachers shall be eligible for the benefits as described in clauses 6.012, 6.013, 6.014, 6.015, and 6.016.
- (d) If a part-time Teacher is eligible and elects to participate in a Plan or Plans, the Board will assume a portion of the undernoted percentage premium cost(s), such portion to be determined as follows:
- | | | |
|--|---|---|
| Percentage of
time worked by
Part-time Teacher | X | Board share of
premium cost
for a Full-time Teacher |
|--|---|---|
- The remainder of the premium cost shall be paid by the part-time Teacher.
- (e) The Board shall contribute the percentage of premium costs for full-time employees as hereinafter set out.
- 6.011 Effective September 1, 2010, savings generated by moving to twenty-six (26) pay periods in the 2009/10 year from 22 pay periods in 2008/09 will be calculated for Dufferin-Peel (OECTA). A 50 percent share of the savings, which is a current estimate of \$50,000, will be

allocated to the Unit for use towards temporary benefit enhancements in the 2010/11 year, exclusive of any other benefits.

Any unused portion of the benefit enhancement in the year will be carried over to the next school year and applied to the same benefit enhancement. Likewise, any deficit will be carried over to the following year and will be deducted from the following year's temporary benefit enhancements.

The savings generated from 26 pay periods will be calculated for each subsequent year within the term of this agreement, September 1, 2008 to August 31, 2012, for purposes of calculating the 50 percent share. Each year's percentage share is independent of prior years.

The following items that are ear-marked are:

Laser eye surgery

Hearing aids

6.012

Life Insurance

\$10,000 basic Life Insurance coverage will be provided.....100% of required premiums.

Additional optional coverage at 3 x annual salary.....0% of required premiums.

6.013

Semi-private hospital coverage.....100% of required premiums.

6.014

September 1, 2008 - December 31, 2008:

Major Medical Plan with extension to cover: vision care \$200 every twenty-four (24) months for adults and \$150 every twelve (12) months for dependent children, hearing aids \$500 every five (5) years, chiropractic coverage maximum \$225 per person beyond government plan and Health Care Outside Canada, Deductible \$10 single, \$20 family.....90% of required premiums.

Effective January 1, 2009:

Major Medical Plan with extension to cover: vision care \$200 every twenty-four (24) months for adults and \$150 every twelve (12) months for dependent children, hearing aids \$500 every five (5) years, chiropractic coverage

- maximum \$275 per person beyond government plan and Health Care Outside Canada, Deductible \$10 single, \$20 family.....90% of required premiums.
- 6.015 Dental Plan II based on current O.D.A. Fee Guide, maximum orthodontic \$3,000, maximum individual \$2,000 including 9-month recall examinations.....90% of required premiums.
- 6.016 Long Term Disability Benefits become effective after seventy-five (75) working days of continuous disability.....100% of required premiums.
- 6.017 The Employer reserves the right to change employee benefit insurers or carriers at any time, providing that the benefits are equal or better, with notification to the executives of Dufferin-Peel(OECTA).
- 6.018 All new or changed coverage of benefits negotiated into this Agreement, unless otherwise specified, will take effect the first day of the month following ratification. Any increases in premiums that occur during the period of this Agreement will be recognized as a cost in negotiating the subsequent Collective Agreement.
- 6.020 Any E.I. rebates to which Teachers are entitled shall be paid over to Dufferin-Peel(OECTA). Dufferin-Peel (OECTA) agrees to indemnify and save harmless the Board from any and all consequences of paying E.I. rebates.
- 6.021 For the purposes of eligibility for benefits coverage under Articles 6.013, 6.014, and 6.015, an employee's "family" shall also include any unmarried children in regular, full-time attendance at a bona fide educational institution, who are dependent upon the employee for support and who are under the age of twenty-five (25).
- Any mentally or physically handicapped child who was insured up to the maximum age shall remain insured beyond such age provided the child qualifies and upon reaching the maximum age and thereafter, is incapable of self- sustaining employment and totally relies upon the employee for support and maintenance.

The Board shall make available through its insurers optional life insurance coverage for dependent spouses and dependent children (including children who would qualify under Article 6.021) of teaching employees. The following conditions shall apply to such insurance:

- (i) Such insurance shall be available in units of \$10,000 up to a maximum of ten (10) units per dependent.
- (ii) The Teacher shall pay for cost of such insurance and shall pay the yearly premium either:
 - (a) in full at the time of applying for such insurance; or
 - (b) by means of bi-weekly payroll deduction.

ARTICLE 7 - LEAVE PLANS

Type Of Leave	Criteria for Return to Teaching Position	Article
Pregnancy/ Parental Leave	Return to same school and position	7.051b
Extended Parental Leave	Every effort will be made to place the teacher in the same Family of schools	7.051b
Municipal, Provincial, or Federal Election Leave	Same school and class or position, which he/she held at the beginning of the leave	7.060
General Leave (up to 1 year)	Return to the same school	7.070b
General Leave (more than 1 year)	Every effort will be made to return the teacher to the same Family of Schools	7.070b
Long Term Disability (return within 2 years from the commence- ment of the leave)	Same school and division, if the Teacher so requests	7.075
Long Term Disability (return after 2 years from the commence- ment of the leave)	Every effort will be made to place the teacher in the same Family Of Schools	7.075
Deferred Salary Leave	Following the year of the leave, the Teacher shall return to duty with the Board for a period of at least one (1) school year. Following the Teacher's return to duty, the Teacher shall be guaranteed an equivalent position to that which the Teacher held at the commencement of the leave subject to any provision in this Agreement. Every effort shall be made to place the Teacher in the same Family of Schools.	7.080 (4)(a)(b)

7.010

Cumulative Sick Leave Plan

The Board has established a plan of sick leave credit for employees. The Board will provide a sick leave credit plan whereby Teachers may accumulate a reserve of sick leave to a maximum of two hundred and twenty-five (225) days that will permit a teacher during a period of lengthy illness or disability to have the benefit of continuing salary.

To provide encouragement for Teachers who, for reasons of good health do not use such credits, the Board will provide a gratuity plan for retirement purposes for those Teachers who are eligible as defined in 7.020. However, the Plan is intended to provide a credit which is to be used for reasons of personal illness or disability only. Using the above credits for reasons other than personal illness, disability or as defined under Article 7.019 (a) is considered to be a contravention of the Plan. The administration of the Plan shall be vested in the Treasurer of the Board.

7.011

Each full-time Teacher shall be entitled to have 100% of the unused portion of annual statutory sick leave of twenty (20) days transferred annually to accumulated sick leave credits to a maximum of two hundred and twenty-five (225) days.

7.012

Each Teacher shall be given a statement of cumulative sick leave credits on September 30th of each school year. When a Teacher leaves the employ of the Board, he/she shall be entitled to receive a statement of his/her cumulative sick leave credits.

7.013

Where a Teacher commences employment after September 1st in any year, for the purpose of subsection 7.010 hereof, the statutory sick leave of twenty (20) days shall be calculated on the basis that twenty (20) days bears to one (1) year of employment.

7.014

A Teacher entering into a contract with the Dufferin-Peel Catholic District School Board who was previously employed by an education system in Ontario operating a Sick Leave Credit Plan as laid down in the Education Act, as amended, shall have transferred to his/her credit

with the Dufferin-Peel Catholic District School Board, any sick leave credits which he/she had accumulated with his/her former system, to a maximum of two hundred and twenty-five (225) days.

7.015 For the purpose of calculating retirement gratuity in 7.020, the total number of cumulated **sick days** shall not exceed two hundred (200) days.

7.016 Teachers who are absent from work shall follow the appropriate reporting procedures as established by the Human Resources Department. Teachers who are absent without following the appropriate reporting procedures shall be subject to salary deductions.

7.017 (i) Subject to clause (ii) below, absence for illness or injury of a Teacher for a period of five (5) consecutive working days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department. Absence over five (5) consecutive working days must be certified by a qualified medical or dental practitioner. Upon request, the Teacher shall provide such certification to the appropriate Board official through the Superintendent of Employee Relations/designate within ten (10) working days of the request. Such requests shall be made no later than five (5) working days following a return to work.

(ii) A Teacher who is absent for illness or injury for a period of five (5) consecutive working days or less may be required to file a medical or dental certificate within ten (10) working days of her/his return to work, if required by the Superintendent of Employee Relations/designate.

(iii) A Teacher on a medical leave receiving a Functional Ability Form from the Board, shall present this form to the attending physician for completion. The Teacher will also sign the form authorizing the physician to release the information included on the Functional Ability Form to the Board. The form, as completed by the physician, is to

be returned to the Health Promotion & Wellness department within the timelines requested, except in extenuating circumstances.

7.018 A Required Absences

A Teacher who is required to be absent because of jury duty, subpoena or quarantine shall not be subject to loss of pay or deduction from sick leave credits.

7.018 B A Teacher who is on jury duty shall tender all monies received from the courts to the Board less such amounts as are intended for mileage and other stated expenses, in order to qualify for payment as set out herein.

7.019 (a) The Director of Education/designate may grant emergency leave **up** to a maximum in any one (1) year of ten (10) days (to include any days granted under sub-paragraph (b) below) to a Teacher. With the exception of days granted under sub-paragraph (b) below, any such days granted shall be deducted from sick leave credits. Use of emergency days include: religious holiday, weather conditions, graduation, moving, writing exams (1 day per occurrence) and family illness (2 days per occurrence). It is understood that if additional emergency days of absence in excess of ten (10) are granted, these will be without pay.

- (b) (i) A Teacher shall be granted a leave of absence up to a maximum of five (5) days by reason of a death in the Teacher's immediate family. "Immediate family" is defined as spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian.
- (ii) A Teacher shall be granted a leave of absence up to a maximum of two (2) days by reason of a death in the Teacher's family to attend the funeral. This will be in the case of the death of an uncle, aunt, grandparent, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew.

7.020 Retirement Gratuity

Teachers commencing employment after December 1979, will not be eligible for Retirement Gratuity.

A Teacher, after ten (10) or more years *of* continuous service with the Board is entitled to a Retirement Gratuity when retiring for age or for physical or mental incapacity or upon death while in the employ of the Board under the same terms as would make such employee eligible for pension or disability allowance under the Teachers' Pension Act.

7.021 The Retirement Gratuity shall be calculated according to the following formula but shall not exceed 50% of the Teacher's salary rate at retirement or death:

$$\text{Retirement Gratuity} = (10\% \times A \times \frac{B}{200}) + (C \times B)$$

A = Cumulative Sick Leave at pension or death

B = Average salary of the best three (3) years of service with this Board

C = 2% for each additional year beyond ten (10) years of service with this Board.

The gratuity is available either in a lump sum or in not more than six (6) monthly payments.

7.022 Effective September 1, 2001, a Teacher who chooses to exercise the commuted value option of her/his Ontario Teachers' Pension Plan benefits, shall be entitled to receive a retirement gratuity in accordance with Article 7.020 above so long as the Teacher retires from her/his permanent teaching position with the Board no sooner than one (1) month prior to qualifying for pension benefits under the Ontario Teachers' Pension Plan.

7.040 (a) At the request *of* Dufferin-Peel (OECTA), the Board shall grant leaves of absence with pay and benefits for up to four (4) Teachers to be used by the President and/or other officer(s) of Dufferin-Peel (OECTA) for the duration of their respective terms of office, provided Dufferin-Peel (OECTA) reimburses the Board for the cost of salary and benefits of the Teachers involved.

(b) The leave shall commence at either the beginning of classes following summer vacation or Christmas, and shall also end at one of those times.

- (c) Such requests for leave of absence shall be presented to the Director of Education in writing and shall be made before May 31st. In extenuating circumstances a request for a leave of absence may be made after May 31st so long as it is made at least sixty (60) days before the leave is to commence. If any leave is to be less than full time, then the Teacher in question will be granted half-time leave on the following basis:
- (i) full day, alternate school days;
or
 - (ii) half day, every school day;
or
 - (iii) an alternate plan mutually agreed upon by the Director of Education and Dufferin-Peel(OECTA).
- (d) Any Teacher returning from the above leaves, where the leave has been full-time, shall be given a position comparable to that held before the leave. Every effort shall be made to return the Teacher to the same family of schools.

Seniority, experience and the accumulation of sick leave credits shall continue during the leave.

7.042 Upon request of Dufferin-Peel(OECTA) to the Director of Education, a Teacher shall be released from his/her duties to perform official Association/Federation business without loss of pay, benefits or sick leave credits, provided Dufferin-Peel(OECTA) reimburses the Board for the cost of a supply teacher at the daily rate. Should no replacement be available no charge shall apply to Dufferin-Peel(OECTA).

Such leaves shall not exceed two (2) consecutive school days unless mutually agreeable to the Director of Education and Dufferin-Peel(OECTA). Upon receipt of an invoice from the Board, the Association will remit within twenty (20) working days, the full amount due.

7.043 Any Teacher elected to a position on the Provincial Executive of OECTA or the Ontario Teachers' Federation (OTF) or to the OTF Board of Governors shall be granted the leave necessary to fulfill his/her duties. The Board

shall be reimbursed for this leave by the appropriate body. Seniority, experience and the accumulation of sick leave credits shall continue during the leave.

- 7.050 Pregnancy and Parental Leave will be in accordance with the Employment Standards Act (see Appendix "B").
- 7.051 (a) A teacher who has successfully completed her probationary period at the time of commencing pregnancy leave shall be entitled to an extended leave of up to two (2) years (inclusive of any pregnancy leave and parental leave taken under the Employment Standards Act), provided that such leave must terminate within the two (2) years' period on the day immediately preceding either the first school day of the school year or the first school day following the Christmas break.
- (b) A Teacher who takes pregnancy and/or parental leave in accordance with the Employment Standards Act shall, subject to the in-school surplus and redundancy provisions of this Agreement and the Staff Deployment Process (G.A.P.), return to the same school and position. For a Teacher who is granted an extended leave under section 7.051 (a), every effort will be made to place the Teacher in the same Family of Schools.
- 7.052 A Teacher, who adopts a child and who has completed his or her probationary period at the time the child comes into the custody, care and control of the Teacher for the first time, shall be entitled to an extended leave under the same terms and conditions as outlined for an extended leave in section 7.051 above.
- 7.053 During the period of pregnancy leave or parental leave taken in accordance with the Employment Standards Act, the Board shall, as required by section 42 of that Act continue to assume its share of benefit premiums in accordance with the percentages set out in Article 6 of this Agreement.
- 7.054 Pregnancy leave and/or parental leave under the Employment Standards Act shall be credited towards teaching experience to a maximum of fifty- two (52) weeks.

- 7.055 The Board shall grant a Teacher a paternity leave of four (4) days with full salary and benefits. Such leave must be taken within the period of seventeen (17) weeks following the birth of the child or, in the case of adoption, the time when the child comes into the custody, care and control of the Teacher and his spouse for the first time.
- 7.060 Any Teacher who proposes to become a candidate in a provincial, federal or municipal election may apply, in writing, to the Director of Education or his designate for a leave of absence without pay for a period,
- (a) not longer than that commencing on the day on which the writ for the election is issued and ending on polling day: and
 - (b) not shorter than that commencing on the day provided by statute for the nomination of candidates and ending on polling day. Where a Teacher has been granted a leave of absence under this Article and is not elected, the Board agrees to return the Teacher to the same school and class, or position, which he/she held at the beginning of the leave.
- 7.070 (a) At the Board's discretion, a Teacher who has successfully completed his or her probationary period may be granted a leave of absence without pay for one (1) full school year, for personal reasons, such as study and/or travel, or the care of a family member.
- (b) Upon completion of a one (1) year leave of absence, the Teacher will return to the same school. Upon completion of an extended leave of absence, every effort will be made to return the Teacher to the same Family of Schools.
 - (c) Such leaves shall commence on September 1 and shall end on June 30. Applications for such leaves shall be made in writing to the Superintendent of Human Resources by February 1 of the school year preceding the leave. At the Board's discretion, such leave may be extended by one (1) year.

- (d) Teachers who access a leave of absence are required to submit a notice of return to the Superintendent of Human Resources by February 1 (for return at the beginning of the following academic year). If the notice of return is not received, the leave of absence expires as per the timelines of the approved leave. Teachers who wish to extend their leave of absence must apply by February 1.

7.075 A permanent Teacher returning from an LTD leave within two (2) years of the date of commencing LTD shall, subject to the In-School Surplus Policy, and the redundancy provisions of this Agreement, return to the same school and division, if the Teacher so requests. For a permanent Teacher who remains an employee of the Board, and who is returning from an LTD leave after this two (2) year period, every effort shall be made to place the Teacher in the same Family of Schools from which the Teacher left.

7.080 DEFERRED SALARY LEAVE PLAN

- (1) (a) DESCRIPTION:

The Deferred Salary Leave Plan has been developed to afford Elementary Teachers the opportunity of taking a one (1) school year leave of absence, and through deferral of salary, to finance the leave. This plan will allow Teachers time for rejuvenation and/or personal development.

- (b) REGULATION:

The Board will grant leaves of absence of one (1) year to Teachers on the basis of spreading:

- (i) five years' salary over six years ("5/6 plan"), or
- (ii) four years' salary over five years ("4/5 plan"), or
- (iii) three years' salary over four years ("3/4 plan"), or
- (iv) two years' salary over three years ("2/3 plan").

A teacher shall not be permitted to transfer between

plans, and the leave of absence shall commence on September 1 of the:

- (i) sixth (6th) year (in the case of the "5/6 plan"), or
- (ii) fifth (5th) year (in the case of the "4/5 plan"), or
- (iii) fourth (4th) year (in the case of the "3/4 plan"), or
- (iv) third (3rd) year (in the case of the "2/3 plan"),

from the commencement of the Teacher's participation in the plan.

(c) **ELIGIBILITY:**

To be eligible to apply to participate in the Plan, the Teacher must have a minimum of three (3) consecutive years of service with the Board. The number of Teachers eligible to enter the Plan in any one (1) year shall not exceed two (2) percent of the total number of Teachers covered by this Agreement.

(d) **APPLICATION AND APPROVAL PROCESS:**

- (i) A Teacher wishing to participate in the Plan must forward a written application to the Superintendent of Human Resources no later than January 31 preceding the school year in which he/she wishes to enter the Plan. The Superintendent of Human Resources will forward the application with comments to the Deferred Salary Leave Plan Advisory Committee.
- (ii) The Advisory Committee will be composed of the Associate Director, Instructional Services, one (1) Superintendent of Schools and two (2) members of Dufferin-Peel(OECTA).
- (iii) The Advisory Committee will send all applications, **its recommendations** and the reasons on to the Board through the Superintendent of Human Resources.

- (iv) Written acceptance, or denial, of the Teacher's request with explanation, will be forwarded to the Teacher by May 1, in the school year the request was made.
- (v) The Board's decision will be communicated to the Teacher, Principal concerned, Superintendent of Schools and the Advisory Committee by the Superintendent of Human Resources.
- (vi) If the Board approves of the request, both the Teacher and the Board will sign a Memorandum of Agreement prior to the commencement of the savings portion of the Plan.

(2) SALARY DEFERRAL, BENEFITS AND INTEREST

- (a) In each year of the Plan preceding the year of the leave, a Teacher will be paid:
 - (i) eighty-three and one-third percent (83 1/3%) [in the case of the 5/6 plan], or
 - (ii) eighty percent (80%) [in the case of the 4/5 plan], or
 - (iii) seventy-five percent (75%) [in the case of the 3/4 plan], or
 - (iv) sixty-six and two-thirds percent (66 2/3%) [in the case of the 2/3 plan]

of his/her grid salary and any applicable allowances. The remaining sixteen and two-thirds percent (16 2/3%), or twenty percent (20%), or twenty-five percent (25%), or thirty-three and one-third percent (33 1/3%) as the case may be, of grid salary and any applicable allowances will be deferred and this amount shall be retained by the Board to be paid to the Teacher in the year of the leave, in accordance with sub-section (3).

- (b) While a Teacher is enrolled in the Plan and not on leave, the proportionate increase in coverage for Long Term Disability and Life Insurance benefits shall be maintained at 100% of salary at the Teacher's expense.

- (c) The portion of salary that is held back shall be placed in an account with a chartered Canadian bank (acting as agent). Throughout the Teacher's participation in the Plan, the control of the account shall be vested solely in the Board on behalf of the participant as herein set out. While a Teacher is enrolled in the Plan, the Board shall, on the following dates, pay to the Teacher the interest earned on his/her account:
- (i) the last pay day in December as prescribed in this Agreement: and
 - (ii) the last pay day in December of each year occurring after the date specified in (i) above.
- (d) Participants in the Plan shall elect before June 30th of the year of their leave the method of payment of their deferred salary during the year of their leave according to the following options:
- (i) bi-weekly pay schedule according to Article 4.030 in this Agreement, or
 - (ii) a lump sum of forty percent (40%) of their deferred salary on the first scheduled pay day of the school year they begin their leave and a lump sum of sixty percent (60%) on the first scheduled pay day of the new calendar year of their leave, or
 - (iii) a lump sum of one hundred percent (100%) of their deferred salary on the first scheduled pay day of the school year they begin their leave.
- (e) Any interest that is earned on a Teacher's account from January 1st of the calendar year in which the leave commences shall be paid to him/her as follows:
- (i) a Teacher who elected in accordance with subsection (2) (d) (i) shall be paid the interest earned from January 1 to December 31 of the calendar year on December 31 of that calendar year, and any interest earned thereafter shall be paid by the 15th of the month following the last bi-weekly payment;

(ii) a Teacher who elected in accordance with sub-section (2) (d) (ii) shall be paid the interest earned for January 1 to December 31 of the calendar year on December 31 of that calendar year, and any interest earned thereafter shall be paid on the first scheduled pay day of the next calendar year;

(iii) a Teacher who elected in accordance with sub-section (2) (d) (iii) shall be paid the interest earned for January 1 to the first scheduled pay day of the school year in which his/her leave commenced on that pay day.

(f) Any special pay arrangement must be made by March 1st, of the year of the leave. Any other arrangement must be mutually agreed to by the Teacher and the Board.

(g) A Teacher, during the period of deferral, has no access to the deferred salary so long as the Teacher remains in the Plan.

(3) SALARY. BENEFITS. YEAR OF LEAVE:

(a) In the year of the leave, the Board shall pay to the Teacher the total money deferred plus all unpaid interest less any administration costs assessed by the chartered Canadian bank.

(b) The Board shall deduct from this amount any monies required for Government deductions.

(c) Payment shall be made to the Teacher in accordance with sub-section (2) (d) and (9) hereof.

(d) The Teacher's benefits will be maintained by the Board during his/her leave of absence, however, the premium costs of all benefits in the year of the leave shall be paid by the Teacher.

(e) No sick leave credits shall be accumulated while the Teacher is on leave. All credits in the accumulated sick leave account at the start of the leave period shall be retained and recorded to the Teacher's credit on return from the leave.

- (9) While on leave, any benefits tied to the salary level shall be structured according to the salary received by the Teacher in accordance with paragraph (a) of sub-section (3) hereof.
- (g) No other employment with the Board may be entered into while the Teacher is on leave.
- (4) RETURN FROM LEAVE:
- (a) Following the year of the leave, the Teacher shall return to duty with the Board for a period of at least one (1) school year. Following the Teacher's return to duty, the Teacher shall be guaranteed an equivalent position to that which the Teacher held at the commencement of the leave subject to any other provisions in this Agreement.
- (b) Upon return from leave, every effort will be made to place the Teacher in the same Family of Schools.
- (5) WITHDRAWAL FROM PLAN OR POSTPONEMENT OF LEAVE:
- (a) Withdrawal from the Plan may be permitted by the Board in extenuating circumstances such as financial hardship. Where withdrawal is permitted, the Teacher will be entitled to the monies withheld plus unpaid interest, which monies shall be paid as soon as possible but in any case within thirty (30) days of the Board's decision to permit withdrawal.
- (b) The administrative costs associated with processing the request and the payments of the monies and interest shall be borne by the Teacher. The determined cost for withdrawal from the Plan has been set at \$300.00.
- (c) In the event that a suitable replacement cannot be found for a Teacher who has been granted a leave, the Board may defer the leave for up to one (1) year. In this instance, the Teacher may choose to remain in the Plan or receive payment as outlined in sub-section (3). If the Teacher chooses to remain in the Plan, any monies shall continue to earn interest until the leave of absence is taken.

- (d) A Teacher who has been granted a leave of absence under this Plan may apply to the Board by January 31st of the school year immediately preceding the September 1st on which the leave is to be commenced, to have the leave of absence postponed by one (1) year.
- (e) When there has been a postponement of the leave of absence for a period of one (1) year, a Teacher will be paid his/her usual grid salary and any applicable allowance during the year in which the leave was originally to have been taken and the accumulated deferred salary during the year the leave of absence is actually taken pursuant to sub-section (3) hereof.
- (9) A leave of absence may only be postponed for one (1) year.

(6) SENIORITY:

A leave of absence under this Plan will not be construed as a break in service but will not count as a year's teaching experience for calculation of retirement gratuity or for any other purpose. The leave of absence shall be treated as service for seniority purposes with the Board but shall not entitle the Teacher to an increment for the period of the leave.

(7) ADDITIONAL TERMS AND CONDITIONS:

All terms and conditions of the Elementary Teachers' Collective Agreement in force at the time of each step in this Plan unless specified to the contrary, shall prevail in the implementation of the Agreement.

(8) TERMINATION OF EMPLOYMENT

Should the Teacher's employment with the Board terminate or be terminated, or should the Teacher otherwise leave active employment with the Board while participating in this Plan, all monies deposited plus unpaid interest shall be refunded to the Teacher. In the event of the Teacher's death, any amount of the deferred remuneration that remains unpaid at the time of his/her death will be brought into the Teacher's income

for the taxation year in which he/she died pursuant to sub-section 70 (2) of the Income Tax Act, although the payment will actually be made to the Teacher's estate.

(9) RULING FROM REVENUE CANADA:

The amount of income tax to be deducted is dependent upon the Board receiving a ruling to its satisfaction from Revenue Canada that the income deferral scheme contemplated hereby is not unlawful and is acceptable to Revenue Canada and that the amount of income tax to be deducted may be computed on the actual salary paid to the Teacher.

ARTICLE 8 – NO STRIKE – NO LOCKOUT

8.010 There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. The terms “strike” and “lockout” will be as defined in the Labour Relations Act, 1995.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.010 The purpose of this Article is to establish a procedure for the settlement of grievances.

9.011 The time limits in this Article and Article 10 are mandatory and not simply directory, except as set out in sub-section 9.018.

9.012 Within Article 9, Grievance Procedure and Article 10, Arbitration, a “working day” shall be defined as a school day. The steps of the grievance procedure may continue through the summer months upon the mutual agreement of both parties.

9.013 Within the terms of this Agreement, a “grievance” shall be defined as a difference as to the interpretation, application, administration or alleged violation of this Agreement.

9.014 A grievance to be acceptable under this Agreement, if it proceeds to Step 2, must be in writing by a Teacher employed by the Dufferin-Peel Catholic District School Board, and must specify the Article or Articles allegedly

violated, must contain a precise statement of the facts relied upon, must indicate the relief sought, and must be signed by the grievor.

9.015

Grievances shall be settled in the following manner:

Step 1

- (i) A Teacher having a grievance arising under this Agreement shall submit a written grievance through the Unit, to the Superintendent of Employee Relations, or the Superintendent's designate.
- (ii) The grievance must be submitted within fifteen (15) working days after the Teacher first becomes aware of, or would reasonably be expected to become aware of, the circumstances giving rise to the grievance. A grievance must be submitted during the life of this Agreement, except where fifteen (15) days from the circumstances giving rise to the grievance have not elapsed prior to the expiration of the Agreement. Under no circumstances, will such a grievance be submitted fifteen (15) days beyond the life of the previous Collective Agreement.
- (iii) The Superintendent of Employee Relations, or the Superintendent's designate, shall meet within fifteen (15) working days to discuss the grievance. The Superintendent or designate shall reply in writing within five (5) working days after the grievance meeting.
- (iv) The grievor may be accompanied by a Release Officer of Dufferin-Peel (OECTA) or designate.

Step 2

- (i) If the Teacher initiating the grievance is not satisfied with the reply at Step 1, or if no reply is received within the time for reply set out in Step 1, such Teacher may, through the Unit, within five (5) working days after the reply at step 1 has been or should have been given, refer the grievance to an Associate Director, or designate Superintendent appointed by the Chairperson of the Board.

The Associate Director or designate Superintendent shall meet with the Association within fifteen (15) working days to discuss the grievance. The Associate Director or designate shall reply in writing within five (5) working days after the grievance meeting.

Step 3

- (i) If the Teacher initiating the grievance is not satisfied with the reply at Step 2 or if no reply is received within the time for reply set out in Step 2, such Teacher may, through the Unit, within five (5) working days after the reply at Step 2 has been or should have been given, refer the grievance to a panel of three (3) Trustees.
- (ii) The grievor may be accompanied by up to three (3) representatives of Dufferin-Peel(OECTA).
- (iii) The Board shall reply in writing within five (5) working days following the meeting with the panel of three (3) Trustees to which the grievance was referred.
- (iv) By mutual consent of both parties, the grievance shall be referred directly to arbitration pursuant to Article 10.
- (v) If the Teacher initiating the grievance is not satisfied with the reply at Step 3 (i), the grievance may be referred to arbitration pursuant to Article 10 hereof, provided such action is taken within ten (10) working days of the reply at Step 3.

9.016 Dufferin-Peel(OECTA) may process a grievance affecting a Teacher or a group of Teachers. The grievance shall be signed by the appropriate grievance officer of Dufferin-Peel(OECTA), and shall be processed at Step 2 of the grievance procedure as outlined in Article 9.015. Upon agreement of the parties such grievance may be processed at Step 1.

9.017 The Board may process a grievance alleging a violation by Dufferin-Peel(OECTA), its officers, a Teacher or a group of Teachers, by referring the grievance in writing

to the President of Dufferin-Peel (OECTA). Dufferin-Peel (OECTA) shall reply in writing within ten (10) working days following receipt of the grievance. If the Board is not satisfied with the reply of Dufferin-Peel (OECTA), the grievance may be referred to arbitration pursuant to Article 10 hereof, provided such action is taken within ten (10) working days of receipt of the reply thereto.

9.018 The time limits specified in this Article and Article 10 may be amended by written, mutual agreement.

9.019 It is understood and agreed that, where a grievance is resolved at Step 1, the settlement of the grievance shall be deemed to be made without prejudice and, without restricting the generality of the foregoing, it shall not be considered to be a precedent binding on the Board in any future proceedings before any arbitrator, court or tribunal nor shall such settlement be used as evidence of past practice in any proceedings.

9.020 Grievance Mediation

- (a) The mediation of a grievance (grievance-mediation) is an option that may be initiated at any time during the grievance process by mutual agreement of the parties.
- (b) Grievance timelines shall be suspended during the grievance-mediation process.
- (c) The grievance-mediation process is without prejudice and any resulting resolution(s) is binding on both parties.
- (d) A mediator shall be chosen by mutual agreement of the parties. All costs associated with this process will be shared equally between both parties.
- (e) The initial mediation session shall ensure that both parties are familiar with the grievance-mediation process to be used.
- (f) This process shall be initiated or terminated by either party at any time with written notice.
- (g) The termination of the grievance-mediation process shall result in the resumption of the grievance timeline

from the point of initial suspension as per (b) above.

- (h) The parties may agree to bring more than one (1) grievance to the same mediator at the same time.

ARTICLE 10 – ARBITRATION

- 10.010 When a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either party may, once the grievance procedure under Article 9 hereof has been completed, notify the other party in writing of its desire to submit the difference or allegation within ten (10) working days from the date of receipt of the final reply under Article 9 hereof and the failure to do so means that the grievance is deemed to be withdrawn.
- 10.011 The notice shall contain the name of the first party's nominee to the Arbitration Board and shall be delivered to the other within ten (10) working days from the date of receipt of the final reply under Article 9 hereof. The recipient party shall, within ten (10) working days after receipt of the notice advise the first party of the name of its nominee to the Arbitration Board.
- 10.012 The two (2) nominees so selected shall, within five (5) working days of the nomination of the second of them, name a third person who shall be the Chairperson of the Arbitration Board. If the Recipient Party fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Notwithstanding the above-noted clause, if the Board and Dufferin-Peel (OECTA) mutually agree that a particular grievance might be arbitrated by a single arbitrator, and if the Board and Dufferin-Peel (OECTA), can agree on the selection of a single arbitrator, then the grievance may be heard by such single arbitrator instead of a three (3) person Arbitration Board.

- 10.013 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and that decision shall be final and binding upon the Parties and upon any Teacher affected by it.
- 10.014 The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall prevail.
- 10.015 The powers of the Arbitration Board shall be the powers set out in the Ontario Labour Relations Act.
- 10.016 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.
- 10.017 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.
- 10.018 The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or Regulation thereunder or the provisions of this Agreement, nor to alter, modify or amend, add to or delete from any part of this Agreement.
- 10.019 At any time before or after the Board of Arbitration has been formed, but prior to the Arbitration Board's hearing of the grievance, the parties may settle the grievance and withdraw the grievance from arbitration.

ARTICLE 11 –WORKPLACE SAFETY AND INSURANCE (formerly Workers' Compensation)

- 11.010 When a Teacher is eligible for and entitled to receive workplace safety and insurance benefits, the Teacher shall cause the benefit payments to be remitted to the Board and the Teacher shall continue to receive full pay for the duration of the benefit entitlement and so long as the Teacher continues to have sick leave credits. The difference between the Teacher's normal salary and the benefits shall be deducted from the Teacher's sick leave credits, on a pro rata basis.

ARTICLE 12 – PROFESSIONAL DEVELOPMENT

- 12.010 The Board shall establish a fund to be used for professional conference purposes. The fund shall be equal to two (2) times the total amount set aside for Staff Development by Dufferin-Peel (OECTA); provided that in no school year shall the Board be required to contribute more than \$28.00 per Teacher calculated on the number of full-time equivalent Teachers in the employ of the Board as of September 30.

ARTICLE 13 – WORKING CONDITIONS

- 13.010 Each Elementary School shall have, for the purposes of administrative duties, one (1) full-time Principal.
- 13.020 Teachers shall be notified of their tentative placement for the following school year no later than the Friday following March Break.
- 13.030 A
- (a) FSL Teachers shall be calculated according to the following formula: Number of FSL teachers = number of Gr. 4 – 8 classes (including gifted classes, but not including extended French classes) divided by 6.
 - (b) FSL Teachers shall be required to teach no more than two hundred and forty (240) instructional minutes of FSL per day, in the aggregate. Where possible, the Board will make every effort to ensure that no FSL Teacher is required to teach more than ten (10) classes of FSL per day.
 - (c) All Teachers allocated in accordance with this section shall be counted for purposes of determining the total number of Teachers to be generated by section 13.090.
- 13.030 B Where a Teacher of French moves from class to class within a school, he/she shall be granted a minimum three (3) minutes change over period between classes, which shall be indicated on his/her timetable.

13.040 In addition to the time specified in Article 13.050, all Itinerant Teachers teaching in Elementary Schools shall be granted one (1) forty (40) minute period to perform all necessary activities associated with travel and set-up on those days that they are required to teach in two (2) or more schools.

13.050 Full time teachers in the Elementary School shall be granted:

- two hundred (200) minutes per week effective September 1, 2008
- two hundred and ten (210) minutes per week effective September 1, 2009
- two hundred and twenty (220) minutes per week effective September 1, 2010
- two hundred and thirty (230) minutes per week effective September 1, 2011
- two hundred and forty (240) minutes per week effective August 31, 2012

or its equivalent per month, during the pupil instructional schedule for the purposes of planning, preparation and evaluation exclusive of lunch and recess. Any lost preparation time will be given back within a month. This does not include lost preparation time due to functions voluntarily undertaken by teachers.

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 Elementary Staff Allocation Committee (ESAC).

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.

Preparation time shall be pro-rated for part-time teachers according to the amount of time worked. No block of preparation time shall be scheduled for less than twenty (20) minutes. The provision of preparation time will be calculated based on the formula outlined in Letter of Understanding #11, and it is understood that some of this preparation time will be provided by specialty teaching positions based on Ministry funding.

Effective September 1, 2009, where a planning time teacher moves from class to class within a school, he/she shall be granted a three (3) minute change over period between classes which shall be indicated on his/her timetable.

- 13.051 The Board shall provide to each Family of Schools, supply teacher coverage equivalent to .5 teaching day per year for each identified exceptional student within the Family. This time shall be used by the Teacher(s) working with those identified students, for planning, evaluating and modification of the students' programs. The scheduling of this time shall be arranged through consultation with the school administration and the Teachers involved. The Board shall provide, through ESAC, the number of identified exceptional students.

The SERT shall provide the Unit President with a copy of the approved integration form(s) for their school.

- 13.052 Electronic Communication

The parties acknowledge that the Board communicates important information regarding its practices via electronic mail and as such it is important that employees access their Board e-mail on a regular basis.

- 13.060 A head of an organizational unit may be appointed in an Elementary School under Regulation 298. Such a head may be designated as a Divisional Leader.

- 13.061 Divisional Leaders shall have a maximum teaching load equivalent to a High School Department Head for the purposes of curriculum administration of the division or organizational unit administered.

13.070 Elementary school supervision is essential in maintaining a safe school environment. The nature and amount of elementary teacher supervision shall be set out below.

- (a) Every Teacher shall receive a continuous and uninterrupted forty (40) minute lunch exclusive of the allotted planning, preparation and evaluation time.
- (b) (i) For the school years 2008 – 2012, the Board shall provide up to \$300,000 to enable the elementary schools to hire non-teaching personnel (“lunch Supervisors”) to provide assistance during the lunch break.
- (ii) The Principal of each school shall be responsible for the hiring, training, scheduling and supervision of the lunch supervisors.
- (iii) The Board shall be responsible for administering the payroll for the lunch supervisors pursuant to time sheets submitted by the Principals.

13.071 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.

The maxima of supervision minutes for elementary teachers will be as follows:

- 100 minutes per week in 2008 – 2009
- 90 minutes per week in 2009 – 2010
- 80 minutes per week in 2010 – 2011
- 80 minutes per week in 2011 – 2012

The introduction of the maxima described above shall not increase Collective Agreement provisions or current practices during the 2007 – 2008 school year, where such provisions may be more favourable.

In order to maintain a safe school environment, there is to be at least one teacher supervisor in the school yard at all recess times. In smaller schools where there is no other alternative, it may be necessary to assign a classroom teacher to the middle lunch duty. Should a teacher's preparation time be negatively impacted by such an assignment, that teacher will receive their full measure of planning time outside the pupil lunch period.

13.080 In the event that staff members not specifically hired to provide health support services cannot, for any reason, assist in the provision of these services, they are neither expected, nor required to do so.

The Board shall carry adequate liability insurance to protect staff in the event that legal action arises from the provision of these services.

13.081 (i) The health and safety of its Teachers and Students is a matter of paramount importance to the Board. In recognition of that fact, the Board shall take all reasonable precautions to protect the health and safety of its Teachers and Students.

(ii) The Board shall post a copy of the Occupational Health and Safety Act in each school not later than September 30th of each school year.

13.082 The Board recognizes the importance of providing a workplace free from sexual harassment, and will accordingly establish a sexual harassment policy (see Appendix "D") that shall apply to all Teachers covered by this Agreement. It is understood and agreed that any complaints of sexual harassment shall be dealt with in accordance with the policy and shall not be subject to the grievance and arbitration procedures under this Agreement.

13.083 The Board recognizes that the inherent right of all individuals to be treated with dignity and respect is central to Catholic values and Christian beliefs. As a Catholic educational community it is committed to the creation of a working and teaching environment which

fosters mutual respect for the dignity and well being of all employees and recognizes that every employee has a fundamental right to a workplace free from harassment.

Harassment may include incidents involving unwelcome behaviour, which he or she knows or should know, is unwelcome and includes but is not limited to:

- Unwanted comments, interference or suggestions;
- Various forms of intimidation and aggressive behaviour;
- Verbal and emotional abuse;
- "Bullying" – which is an attempt to undermine an individual through criticism, intimidation, hostile verbal and non-verbal communication and interfering actions. Procedure (see Appendix D)

13.084 The Board recognizes the importance of providing a workplace free from assault and has accordingly established an assault procedure (see Appendix "C") which shall apply to all Teachers covered by this Agreement. Assaults, or alleged assaults, of Teachers are to be dealt with in accordance with the procedure, but such procedure shall not be subject to the grievance and arbitration procedures under this Agreement.

13.085 All students and employees of the Dufferin-Peel Catholic District School Board have a right to be treated with dignity and respect. Any breach of the Child and Family Services Act, the Human Rights Code or the Criminal Code is a breach of Board Policy. The Board recognizes the importance of providing a workplace where the rights and obligations of individuals are protected:

- Employee Workplace Conduct Procedure, **GAP 305**, revised March 2007, see Appendix **D**
- Harassment of Teachers by the Community at Large, Teacher Handbook

13.090(a) Effective September 1, 1997, the pupil-teacher ratio ("PTR") for the elementary panel shall not exceed 18.99:1, excluding principals and vice principals. It is

understood that the Board is not required to hire any staff beyond that generated by this section.

The PTR shall be calculated according to the following formula:

$$\frac{\text{September 30 Full-time Equivalent ("FTE") Student Enrolment}}{\text{\# of FTE Teachers}} = 18.99:1$$

- (b) Effective September 30, 1997, the Board will endeavour to maintain a Family of Schools pupil-teacher ratio of 19.4:1.
- (c) The staff generated by this section, 13.090, will be allocated according to the procedures outlined in sections 13.091 A and 13.091 B.

13.091 A ELEMENTARY STAFF ALLOCATION COMMITTEE (ESAC)

- (a) There shall be an Elementary Staff Allocation Committee (ESAC) that will consist of:
 - (i) the Associate Director, Instructional Services,
 - (ii) the Superintendent of Employee Relations,
 - (iii) the Superintendent of Human Resources,
 - (iv) the Superintendent of Program,
 - (v) a Family of Schools Superintendent,
 - (vi) staff from both Human Resources and Employee Relations,
 - (vii) a maximum of three (3) representatives from Dufferin-Peel (OECTA) will be funded by the Board. Any additional representatives will be funded by the OECTA Unit.
- (b) A Sub-Committee of both Board and Bargaining Unit Representatives shall draft a proposal for staff allocation in elementary schools for the consideration of ESAC.
- (c) The Terms of Reference of ESAC shall be, but are not limited to:
 - (i) monitor and advise the Associate Director, Instructional Services on the allocation of both board-wide staff and staff to Families of Schools;
 - (ii) advise the Associate Director, Instructional Services on the allocation of any staff designated as

- elementary consultants/officers or co-ordinators:
- (iii) discuss any other matters related to staff allocation as requested by the Associate Director, Instructional Services;
 - (iv) approve or amend the proposal of the Staff Allocation Sub-Committee;
 - (v) advise on the assignment of staff generated by elementary teacher preparation time;
 - (vi) advise the Associate Director, Instructional Services on the allocation to address the class size reduction in grades 4 to 8 generated by the terms of the PDT;
 - (vii) discuss any other matters addressing other staffing issues as agreed to by the parties;
 - (viii) advise on the allocation of grades 7 and 8 Student Success Teachers and Literacy and Numeracy Coaches for the 2012 – 2013 school year.
- (d) Meetings shall be chaired by the Associate Director, Instructional Services (or designate). The ESAC shall meet by September 30th, in each school year for an initial meeting. Subsequently the ESAC shall meet three (3) more times; by December 15th, February 15th, and May 15th. The committee shall meet within two (2) weeks of a request by either party at other times as necessary. An agenda for each meeting shall be prepared prior to the meeting by the party requesting the meeting.
- (e) ESAC will be provided with any available information such as funding, projected enrolments, staff data and other staffing information five (5) working days prior to the day of the meeting.

13.091 B

LOCAL SCHOOL STAFFING ADVISORY COMMITTEE (LSSAC)

- (a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every school no later than the 2nd Friday of September of each school year. The first LSSAC meeting shall be held no later than September 30th. LSSAC shall meet prior to any reorganization. The LSSAC shall further meet whenever changes must be made in any area that falls within the definition of

its duties as outlined in 13.091 B (e). The Association Representative has the right to request a meeting.

- (b) The committee (LSSAC) shall consist of:
 - (i) the principal, who shall chair the committee,
 - (ii) any vice principals of the school,
 - (iii) one Teacher from each of the following levels: Kindergarten (JK/SK), Primary (1-3), Junior (4-6) and Intermediate (7-8), FSL, and one representative at large, as elected by the teaching staff, and if not included in the aforementioned,
 - (iv) the Dufferin-Peel (OECTA) Representative.
- (c) One Teacher from the LSSAC shall be elected as secretary.
- (d) Minutes shall be kept of each LSSAC meeting, by the Teacher secretary which shall be approved at the beginning of each subsequent meeting.
- (e) The function of the committee (LSSAC) shall be to advise the principal regarding:
 - (i) school staffing priorities;
 - (ii) the development of the tentative staffing model for the following school year;
 - (iii) Teacher instructional workload distributions and instructional assignments arising from the distribution of staff within the school;
 - (iv) the school supervision, including inclement weather schedules, preparation time and lunch break arrangements;
 - (v) that every effort will be made to ensure a recommendation for a fair and equitable distribution of assignments;
 - (vi) the school day organization.
- (9) Each member of the LSSAC shall be provided with all available data prior to the day of the meeting, whenever possible.
- (g) It is recognized that the Principal subject to the authority of the Board and its Administration has the responsibilities and duties as outlined under the Education Act and Regulations.

- (h) Each LSSAC shall forward to its appropriate Family of Schools Superintendent for her/his review and approval the tentative staffing model and the information referred to in clauses (ii), (iii), and (iv) of subparagraph (e) above.
- (i) The President of Dufferin-Peel (OECTA) may request from the Employee Relations Department, a copy of the School Staffing Report (Form A) for each school and the information referred to in clauses (ii), (iii), and (iv) of sub-paragraph (e) above and it will be provided within two (2) weeks of the request.

13.092 The President of Dufferin-Peel (OECTA) will be given a copy of the monthly staffing report School Staffing Report (Form A) prepared by the Principals for Superintendents of Families of Schools for the months of September, October, January and February.

In addition, the Board will provide to the President of Dufferin-Peel (OECTA) the Board's Human Resources data for Elementary Teachers (name, location, assignment, enrolment, job code) on October 31 and March 31.

13.098 The Board shall make every effort to ensure that Identified Exceptional Pupils, who are being integrated or mainstreamed, are distributed equitably between individual classes.

13.099 A Teacher shall be consulted by school administration prior to being assigned a split (combined) grade class. The purpose of consultation shall be the recognition of, and adjustments for, any additional workload associated with such classes.

Such recognition and adjustments may include but not be limited to:

- Class size consideration;
- Provision of resources;
- Creation of class list:

Such considerations shall not violate any clause in the Collective Agreement.

13.100 A Teacher shall have access during normal business hours to his/her personnel file at the Catholic Education Centre upon prior written request to the Superintendent of Human Resources, and in the presence of a supervisory officer or other person(s) designated by the Director of Education. If a Teacher requests photocopies of documents in the Teacher's file, the Board will provide such copies within three (3) school days.

A Teacher shall have the right to object in writing to the accuracy or completeness of any document in the file, and such objection shall be filed with the disputed document. Alternatively, if a Teacher disputes the accuracy of any such document, he/she may appeal the matter to a member of Senior Staff designated by the Director. Such Senior Staff member shall, where possible, within fifteen (15) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm, amend, or remove the information contained in the document.

13.101 The Unit and the Board recognize the value of a safe school environment and accordingly a "Catholic Code of Conduct" has been established, which shall apply to all Teachers covered by this agreement (in effect on February 8, 2000). It is understood that incidents involving violations of the "Catholic Code of Conduct" shall be dealt with in accordance with said "Code".

It is further understood that the Unit shall, before accessing the Grievance Procedure, contact the school Principal or designate in an effort to resolve concerns arising from the application and/or interpretation of the "Catholic Code of Conduct."

It is also understood that any grievances arising shall be first engaged at Step 1 of the Grievance Procedure as outlined in Article 9.

13.110 Teacher Performance Appraisal (TPA), New Teacher Induction Program (NTIP) and Annual Learning Plan (ALP)

(a) It is the intent of the parties that the Teacher Performance Appraisal provides individuals involved

with opportunities to facilitate, assist and promote their professional growth.

It is recognized that in all Teacher Performance Appraisals the prime purpose is the professional growth of all staff involved – the Administrator and the Teacher.

The focus of the Teacher Performance Appraisal shall be activities during the school day/year. The Education Act provides for the positive acknowledgement of participation in voluntary activities.

The process relies upon the full professional participation of all individuals in the Teacher Performance Appraisal.

- (b) Teacher performance Appraisal shall be implemented as per the requirements of the Education Act, and regulations as amended, Performance Appraisal of Experienced Teachers Technical Requirements Manual (2007), as amended, and *NTIP* Manual for Performance Appraisal of New Teachers, as amended.
- (c) The Education Act, as amended, shall be applied by the Board as per the Teacher Performance Appraisal – A Resource Document – Institute of Catholic Education – *June 2003*, as amended. Notwithstanding the above, the Institute of Catholic Education requirements shall be applied as per past practice. The parties agree to comply with any amended legislation regarding Teacher Performance Appraisal.
- (d) The Board shall provide by the second Friday of October to the Unit President a list of teachers on the New Teacher Induction Program/ Teacher Performance Appraisal for Experienced Teachers cycle for the school year.
- (e) The Board shall provide (through the school principal) to the Unit President the name of any teacher receiving anything other than a satisfactory rating within five (5) working days of its disclosure to the Teacher.
- (f) The Board shall endeavor to implement timelines in the Teacher Performance Appraisal for Teachers returning

from leave and for Teachers placed 'on-review' to the maximum allowable limit.

- (g) The Teacher Performance Appraisal documents shall not be considered for transfer, compensation or promotion to a position of responsibility defined within this agreement. All of these documents shall be submitted to the Teacher's personnel file at the completion of the school year. Access to the Teacher's personnel file will be provided to the Teacher, Supervisory Officers and the Director of Education.
- (h) The Annual Learning Plan is viewed as a professional development plan developed by the Teacher during the school year. Comments offered by the Administrator regarding professional growth are to be positive reinforcement. The parties agree that the Annual Learning Plan will provide for a minimum of one learning objective. In the non-appraisal years, the review of the Annual Learning Plan will occur by mutual consent no later than October 30th of the following year. In the appraisal year the Principal or Principal Designate shall conduct the review of the Annual Learning Plan as part of the Performance Appraisal Process, under the provisions of Ontario Regulation 99/02, (see Section 4 – Procedures required for an Appraisal). The Annual Learning Plan shall not be used to determine the rating of the Teacher Performance Appraisal.

ARTICLE 14 – REDUNDANCY

- 14.010
1. Elementary redundancy is generated by excess elementary teachers based upon elementary student enrolment panel-wide.
 2. This Article is subject to the Rights of Teachers under the Education Act.
 3. Where reduction of staff is necessary due to declining enrolment or the reduction or elimination of program, reductions will be made on the following basis and in the following order:

- (a)
 - (i) Normal attrition
 - (ii) Teachers under the first year of a probationary period
 - (iii) Teachers under the second year of a probationary period
 - (iv) Permanent Teachers

- (b) Seniority shall be determined according to the following criteria:
 - (i) Length of continuous service with this Board or any of its predecessor Boards
 - (ii) Length of total teaching experience with this Board
 - (iii) Length of total teaching experience
 - (iv) Qualifications as reflected by placement on the salary grid
 - (v) Where all the above factors are equal, determination shall be decided by lot, conducted by the parties through an objective, centralized process.

- (c) The Board shall send to each school three (3) copies of the seniority list as of the preceding July 1st no later than September 30th of each school year. The seniority list shall consist of the names of the Teachers in decreasing order of seniority according to the criteria defined in Article 14.010 3 (b).

- (d) When making new appointments to teaching personnel, the Board shall rehire in order of seniority those Teachers who were dismissed and on the recall list due to declining enrolments provided that the Teachers recalled are qualified as indicated in the Regulations under the Education Act.

- (e) Teachers on exchanges, secondments, loan to DND, Federation leaves and any and all leaves taken with the approval of the Board, shall continue to accumulate seniority for the purposes of this Article. Seniority shall be accrued as outlined in Article 7.080 (6) of the Deferred Salary Leave Plan for those personnel in the Plan.

- (f) Teachers who have been declared redundant shall remain on the seniority list/recall list for three (3) years or until they are placed at another school within the Board; accept a full time teaching position in another school Board: or have declined an offer of placement.
- (g) Where staff redundancies are necessary under the provisions of this Article, Dufferin-Peel(OECTA) will be advised prior to Teachers being laid off.
- (h) Any dispute regarding length of service on the seniority list will be resolved by the Board and Dufferin-Peel (OECTA) within one (1) month subsequent to the seniority list being published.
- (i) Where two (2) or more Teachers have the same seniority, the order on the list shall be determined according to Article 14.010 3 (b).
- (j) Any Teacher recalled to a teaching position shall be given full recognition for experience accumulated to the date of termination.
- (k) Placement on the recall list as identified in 14.010 3(e), will not constitute a break in service for seniority purposes.
- (l) A declaration of redundancy will occur as late in the school year as possible – subject to provisions within the Employment Standards Act.
- (m) Where teachers declared redundant are currently placed in a school, their position for the following school year will be filled by Teachers on the unplaced surplus list as per the processes in the Collective Agreement.
- (n) If there is the potential of redundancy within the Board, then “Board-wide” postings will be delayed until the redundant Teachers have been declared.
- (o) In such circumstances, identified in (m) above, “Board-wide” postings will commence when either:
 - (i) There is no declaration of redundancy within the Board,

- or
- (ii) All redundant teachers on a recall list are initially offered available positions in the corresponding panel for which they are qualified, as per Regulation 298.

Elementary Teachers will be given the option of being placed in available secondary positions for which they are qualified in order of seniority. This option shall be available prior to such positions being offered to external candidates. Provisions under 14.010 (3) (i) and (j) shall apply to teachers who exercise this option. Exercising this option would result in removal from the elementary recall list. A decision not to accept this option shall not be considered a rejection of an elementary recall notice as outline in 14.010 (3) (9).

4. When a program needing a specialized Teacher is jeopardized, the Teacher of that program shall be given special consideration, unless a staff Teacher who would be classified as redundant may qualify for the position.

ARTICLE 15 – IN-SCHOOL SURPLUS

- 15.010 “In-school surplus” shall mean a reduction in total teaching positions in a school due to:
- (i) declining enrolment,
 - (ii) enrolment shifts brought about by the opening of new schools, or
 - (iii) changes or elimination of program
 - (iv) boundary changes
 - (v) school closures
 - (vi) temporary relocation to a holding site

Such positions shall be termed “surplus positions.”

- 15.011 This Article is subject to the rights of Teachers under the Education Act.

- 15.012 Where a reduction of staff is necessary due to in-school surplus, reductions will be made in the following order:
- (i) Teachers who volunteer
 - (ii) Teachers on long-term occasional assignments
 - (iii) retirements/resignations

- (iv) (a) a part-time Teacher as defined in Article 1.025 (b) (according to their seniority among all other part-time Teachers within that school)
- (b) every effort will be made to assign each part-time surplus teacher to a similar position within the Board.
- (v) subject to section 15.015 below, reverse order of “seniority” as defined by section 15.013.

Effective for September 2012, 15.012 (iv) (a) and 15.012 (iv) (b) will be deleted.

- 15.013 (a) For Teachers who are employed in elementary schools by August 31, 1998, seniority shall mean the continuous service with the Board.
- (b) For Teachers who are newly employed/assigned to elementary schools after August 31, 1998, seniority shall mean continuous elementary service with the Board.
- (c) “Continuous elementary service with the Board” shall include exchange teaching, loan to Department of National Defence(DND), Federation leaves and any and all leaves taken with the approval of the Board.
- (d) In no seniority calculation shall any Teacher receive more than one (1) year of credit for any single school year.
- 15.014 In every instance in which two (2) or more members of Dufferin-Peel(OECTA) are initially found to have equal seniority, as defined by Section 15.013, the following shall be used as tie breakers:
- (i) total continuous elementary teaching experience with this Board or any of its predecessor Boards as of September, 2001 and where equal:
 - (ii) total elementary teaching experience under contract with this Board or any of its predecessor Boards and where equal;

- (iii) total elementary teaching experience under contract with other school boards, and, where equal;
- (iv) total service in that school, and, where equal;
- (v) qualifications as reflected by placement on the salary grid, and, where equal;
- (vi) by lot, conducted jointly by the parties.

15.015 It is recognized that the curricular program requirements may result in a Teacher being declared surplus to a school who has more seniority than another Teacher in the same school.

15.016 (a) In-school surplus staff at the beginning of the school year shall be declared surplus in accordance with 15.012 and 15.014 and notified in writing on the second Wednesday of the school year as required. The President of Dufferin-Peel (**OECTA**) shall be notified in writing of the names of such in-school surplus Teachers and the relevant facts by which such determination was made.

(b) In-school surplus staff for the following school year shall be declared surplus in accordance with 15.012 and 15.014 and notified in writing on the Wednesday after March Break. The President of Dufferin-Peel (**OECTA**) shall be notified in writing of the names of such in-school surplus Teachers and the relevant facts by which such determination was made.

(c) Upon notification of surplus status for the following school year, Teachers shall indicate to the Board the geographic area to which they would prefer to be reassigned (elementary school only).

15.017 (a) Teachers who are declared surplus to a school at the beginning of the school year shall be notified of their placement by the second Friday of the new school year. Written confirmation will be issued by the Superintendent of Human Resources. A copy of this notification shall also be sent to the President of the Unit by the third (3rd) Friday of the new school year.

- (b) Teachers who are declared surplus to a school for the following school year shall be notified in writing of their placement by the first (1st) Friday in April by the Board. A copy of this notification shall also be sent to the President of the Unit by the end of April.
- 15.018 Surplus staff shall be assigned by seniority to positions for which they are qualified.
- 15.019 By the third (3rd) Friday in April, the Board shall post in elementary schools the known teaching positions vacant in schools for the next school year.
- 15.020 (a) Subject to the curricular program requirements of the school as described in section 15.015, Teachers declared surplus as in sections 15.014 and 15.016 shall retain the right of first refusal to any teaching position vacancies in their present school for which they are qualified:
- (i) five (5) days prior to the second posting of vacant teaching positions
 - (ii) eight (8) days prior to the third posting of vacant teaching positions.
- Every effort will be made to offer available openings in their present school to teachers who have been declared surplus prior to the second and third postings.
- (b) Teachers declared surplus and subsequently placed in another school retain the rights of any other Teacher to apply for teaching positions declared vacant in subsequent postings.
- (c) No teaching position shall be posted or advertised as vacant for which an unplaced surplus Teacher holds qualifications.
- (d) The Board shall not assign a surplus Teacher outside of the elementary panel without the written permission of the Teacher.

ARTICLE 16 – JOB SHARING

- 16.010 Any full-time Teacher entering into a job sharing arrangement approved by the Board shall, upon dissolution of the job sharing position, be entitled to return to a full-time position, subject to the redundancy provisions of this Agreement.
- 16.011 Grid placement of Teachers participating in a job sharing arrangement shall be based on teaching qualifications and experience, and the salary and benefits of such Teachers shall be pro-rated in accordance with the time worked.
- 16.012 Any Teacher interested in entering into a job sharing arrangement shall inform the Superintendent of Human Resources in writing, and such Teacher's name will be added to a Registry of other Teachers who have expressed an interest in job sharing. Such Registry will be available for inspection by those Teachers interested in job sharing at the Catholic Education Centre during normal business hours upon prior request to the Superintendent of Human Resources.

ARTICLE 17 – CONTINUING EDUCATION

- 17.010 Definitions
- (a) "Continuing Education Teacher" as referred to in this Article, shall mean a teacher employed to teach a continuing education course or class established in accordance with the regulations for which membership in the Ontario College of Teachers is required by the regulations.
- (b) "Continuing education course or class" shall mean a course or class as described in the Regulations to the Education Act.

17.011

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

Effective September 1, 2008

Basic Rate	Statutory Holiday	Vacation Pay	Total Pay
\$44.08	1.54	1.76	\$47.38

Effective September 1, 2009

Basic Rate	Statutory Holiday	Vacation Pay	Total Pay
\$45.40	1.59	1.82	\$48.81

Effective September 1, 2010

Basic Rate	Statutory Holiday	Vacation Pay	Total Pay
\$46.76	1.64	1.87	\$50.27

Effective September 1, 2011

Basic Rate	Statutory Holiday	Vacation Pay	Total Pay
\$48.16	1.69	1.93	\$51.78

17.012

The Board shall pay to the Consultant of a continuing education summer school the following rate of pay for carrying out such responsibilities:

Effective September 1, 2008

Basic Rate	Statutory Holiday	Vacation Pay	Total Pay
\$3288.55	115.10	131.54	\$3535.19

Effective September 1, 2009

Basic Rate	Statutory Holiday	Vacation Pay	Total Pay
\$3387.21	118.55	135.49	\$3641.25

Effective September 1, 2010

Basic Rate	Statutory Holiday	Vacation Pay	Total Pay
\$3488.83	122.11	139.55	\$3750.49

Effective September 1, 2011

Basic Rate	Statutory Holiday	Vacation Pay	Total Pay
\$3593.49	125.77	143.74	\$3863.00

- 17.013 A Continuing Education Teacher or Consultant shall not be paid while absent from duties for any reason.
- 17.014 Other than as set out in this Article, the terms and conditions of this Collective Agreement shall not be applicable to Continuing Education Teachers or Consultants.
- 17.015 Notwithstanding Article 17.014, the grievance and arbitration procedures set out in this Collective Agreement shall apply to Continuing Education Teachers with respect to the terms and conditions of employment set out in Article 17.
- 17.016 The Board and the Teachers agree that the employment of a Continuing Education Teacher is conclusively deemed to be terminated upon the completion of the course which the Teacher was employed to teach or the date of cancellation of the course which the Teacher was employed to teach.
- 17.017 Notwithstanding Article 17.016, if a course which a Continuing Education Teacher was employed to teach is cancelled on or after the first scheduled session of such course, the Board shall pay to such Teacher the sum of two hundred (\$200) in addition to any hourly rate earned by the Teacher for the course prior to its cancellation.

APPENDIX " A

CO-ORDINATOR

A Teacher appointed as Co-ordinator by the Director of Education is assigned the responsibility for planning and developing of curriculum. A Co-ordinator may also administer an academic area. The position requires consultation and co-ordination with other disciplines and departments.

A Co-ordinator assists and advises the Director of Education, Superintendents, Principals, Consultants and Teachers on a board-wide basis, and provides liaison with external agencies.

CONSULTANT

A Teacher appointed as a Consultant by the Director of Education is assigned the responsibility of a Curriculum Consultant within a specific academic area. A Consultant operates under the supervision of a Family of Schools Superintendent and/or Co-ordinator either in a Family of Schools or within the bounds of a specific delegated assignment.

The Consultant assists and advises Principals and Teachers in the updating of current programs and methods and the development of new ones. Consultants will also assist with Teacher Professional Development.

TEACHER IN CHARGE

A Teacher in Charge is a Teacher appointed by the Director of Education, on the recommendation of the Principal, to be the Principal's designate to carry out administrative duties when the Principal (and where one has been appointed, the Vice-Principal) is required to be absent from the school. The Teacher in Charge is responsible only for responding to emergency situations when the Principal is out of the school.

A Teacher In Charge shall not be required to discipline or evaluate other Teachers.

Every effort will **be** made to utilize Teachers In Charge appropriately.

LEAD TEACHER

Subject to available Ministry funding a teacher will be appointed by the Principal to be a Lead Teacher.

A Lead Teacher is appointed following an in-school posting developed by the Program Department in accordance with the Ministry guidelines.

A Lead Teacher is not responsible for the evaluation of colleagues.

Supply coverage shall be provided to attend related training during the school day.

The local school OECTA representative will provide the President of the Unit with a list of all appointments to Lead Teacher.

APPENDIX "B"
PART XIV

PREGNANCY AND PARENTAL LEAVE

Definitions - 45

In this Part, "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own:

Pregnancy Leave - 46

- (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

When Leave May Begin

- (2) An employee may begin her pregnancy leave no earlier than the earlier of
 - (a) the day that is seventeen (17) weeks before her due date; and
 - (b) the day on which she gives birth.

Exception

- (3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

Notice

- (4) An employee wishing to take pregnancy leave shall give the employer,
 - (a) written notice at least two weeks before the day the leave is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

Notice to Change Date

- (5) An employee who has given notice to begin pregnancy leave may begin the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

Same Complication, etc.

- (6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, sub-section (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,
 - (a) written notice of the day the pregnancy leave began or is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - (ii) in any other case, the due date and the actual date of the birth, still-birth, or miscarriage.

End of Pregnancy Leave - 47

- (1) An employee's pregnancy leave ends,
 - (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.

Ending Leave Early

- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.

Changing End Date

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,

- (a) on an earlier day than was set out in the notice, if the employee give the employer a new written notice at least four weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee Not Returning

- (4) An employee who takes pregnancy leave shall not terminate employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

Parental Leave - 48

- (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

When Leave May Begin

- (2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

Restriction If Pregnancy Leave Taken

- (3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

Notice

- (4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.

Notice to Change Date

- (5) An employee who has given notice to begin parental leave may begin the leave,
 - (a) on an earlier day than was set out in the notice, written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

If Child Earlier Than Expected

- (6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
 - (a) the employee's parental leave begins on the day he or she stops working; and
 - (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

End of Parental Leave - 49

- (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.

Ending Leave Early

- (2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

Changing End Date

- (3) An employee who has given notice to end his or her parental leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee Not Returning

- (4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

Rights During Leave - 51

- (1) During any leave under this part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

Benefits Plans

- (2) Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other prescribed type of benefit plan.

Employer Contributions

- (3) During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

Length of Employment- 52

- (1) The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:
1. The length of his or her employment, whether or not it is active employment.
 2. The length of the employee's service whether or not that service is active.
 3. The employee's seniority.

Exception

The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract.

Reinstatement - 53

- (1) Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

Exception

- (2) Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave.

Wage Rate

- (3) The employer shall pay a reinstated employee at a rate that is equal to the greater of,
 - (a) the rate that the employee most recently earned with the employer, and
 - (b) the rate that the employee would be earning had he or she worked throughout the leave.

APPENDIX "C" ASSAULT PROCEDURE

Guidelines

When an employee has been the subject of an assault, the following steps should be taken:

- (a) the assailant will be removed from the presence of the employee immediately;
- (b) the employee is to receive immediate and appropriate support and/or medical attention;
- (c) in the event of a physical assault medical verification of the assault should be established as soon as possible;
- (d) at the earliest opportunity, the employee must inform the principal or supervisor and the principal or supervisor must inform the Superintendent of Employee Relations, the appropriate line superintendent and the appropriate association/union (the OECTA staff representatives and the Dufferin-Peel (OECTA) President);
- (e) the Superintendent of Employee Relations seeks legal advice for the Board and the employee from the board lawyer;
- (f) the Superintendent of Employee Relations informs the employee of the support of the Board, the availability of legal advice, and the access to sick leave for recovery;
- (g) the principal, supervisor or designate conducts an investigation into the incident, unless the police have been called;
- (h) in all cases, even where the police are called and investigation is left to the police, the principal writes an outline report of the series of events:

N.B. Where the assailant is from outside the school, the police must be called.

- (i)
 - (a) where the assailant is a student the principal takes appropriate action under the Education Act;
 - (b) where the assailant is a fellow worker, the Employee Relations Department will take action under appropriate labour legislation:
- (j) copies of reports made by the principal or supervisor must be provided for the appropriate supervisory officer and the employee.

APPENDIX D

Preamble: The entire GAP #305 Employee Workplace Conduct procedure applies for any incident related to discrimination and harassment. The following excerpts from GAP #305 are included below for practical reference.

Harassment Procedure (including Sexual Harassment) General Administrative Procedure (GAP #305) Employee Workplace Conduct

Statement of Commitment

The Board recognizes that the inherent right of all individuals to be treated with dignity and respect is central to Catholic values and Christian beliefs. As a Catholic educational community it is committed to the creation of a working and teaching environment which fosters mutual respect for the dignity and well being of all employees and recognizes that every employee has a fundamental right to a workplace free from harassment.

The Board understands that Supervisors are charged with the task of managing their staff. The Board believes that this task can and should be performed in a respectful and appropriate manner.

The Board will respond to all harassment complaints, even cases that do not fall within the jurisdiction of the Ontario Human Rights Code. That is, where the behaviour is not based on the complainant's membership in a group protected by the Code.

Principles

It is the impact of the harassing behaviour upon the victim that is the determining factor, not the intent. The impact is a level of discomfort that the behaviour causes. Dignity, well being and respect of the individual are paramount.

Harassment

Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment normally involves persistent comments or conduct, but may include a single act.

Harassment may include but is not limited to:

- (a) Unwanted comments, interference, or suggestions
- (b) Various forms of intimidation and aggressive behaviour
- (c) Verbal and emotional abuse
- (d) "Bullying" - which is an attempt to undermine an individual through criticism, intimidation, hostile verbal and nonverbal communication and interfering actions

- (e) Withholding of information necessary to perform one's duties
- (9) Abuse of position/authority – this does not include the normal exercise of supervisory responsibilities, including direction, counseling and discipline when necessary
- (g) Jokes, name-calling or displaying material (eg: posters, cartoons) which demean, embarrass or humiliate

Sexual Harassment

Sexual harassment is defined as any unwelcome sexual comment or conduct that intimidates, demeans or offends an individual. Sexual harassment is an expression of power in a sexual manner. Sexual harassment includes, but is not limited to, that which creates a hostile or offensive work environment, or could be reasonably thought to put sexual conditions on a person's job or employment opportunities. Sexual harassment is prohibited under the Code regardless of the gender of the persons involved.

Sexual Harassment may include, but is not limited to:

- (a) Unwelcome sexual innuendo
- (b) Unwelcome sexual advances
- (c) Inappropriate body contact
- (d) Request for sexual favours
- (e) Display of exploitive material
- (9) Leering
- (g) Unwelcome questions or comments about a person's sexual life
- (h) Unwelcome comments on a person's sexual attractiveness or unattractiveness

Resolution Procedures

Nothing in these procedures prevents an employee from exercising his or her rights under The Human Rights Code or The Criminal Code. Further, the rights of all parties will be respected throughout the process. The Complaint Procedure should not be invoked or pursued at the same time as a parallel complaint before the Ontario Human Rights Commission, or while a complaint is being dealt with through the grievance process.

The goal of the resolution procedures is to stop the harassing behaviour. All processes must remain confidential. Teachers must be aware of their responsibilities under the Teaching Profession Act 18 (1)(b) and the Ontario College of Teachers' Code of Ethics.

It is understood that throughout the process the teacher(s) will be kept informed of any actions that are taken

GENERAL ADMINISTRATIVE PROCEDURE: #305.00

All persons working for the Board or carrying out Board business on a temporary, part-time or full-time basis are covered by this procedure. Complaints from an individual or group should be reported within a reasonable time following the occurrence of the triggering incident. The Board adopts a six-month time frame and may, in its discretion, decide not to deal with the complaint when the facts upon which the complaint is based occurred more than six months before the complaint was filed. However, where a reasonable circumstance exists for failing to bring the complaint forward within six months, and the delay would not result in any prejudice to the Respondent, a complaint may be accepted beyond the six-month time limit.

IN SOME CIRCUMSTANCES STEP 1 AND/OR STEP 2 MAY BE BYPASSED AND THE COMPLAINT PROCEDURE MAY BE STARTED AT STEP 3. THE SUPERINTENDENT OF EMPLOYEE RELATIONS WILL MAKE THE FINAL DETERMINATION REGARDING COMMENCEMENT AT STEP 3. COMPLAINTS OF SEXUAL HARASSMENT WILL BE DEALT WITH AT STEP 1 OR STEP 3.

STEP 1 - SPEAK UP

(THE MAJORITY OF CASES ARE RESOLVED AT THIS STEP)

- Complainant is advised to record the details surrounding the incident (times, dates, places, names, witnesses, circumstances etc).
- Complainant to advise the Respondent in person or in writing that he/she considers the conduct in question to be offensive and request the Respondent to stop. This may be done in the presence of a resource person.
- Both the Complainant and the Respondent are advised to document the details of the meeting.
- If the Complainant writes to the Respondent, a copy of the correspondence is to be kept.
- If the Respondent fails to stop, or if the Complainant does not feel comfortable in confronting the Respondent in the first place, or if not satisfied with the initial contact, then move to STEP 2 (IN CASES OF SEXUAL HARASSMENT - STEP 3).

STEP 2 - INFORMAL PROCESS

(NOT USED IN THE CASE OF SEXUAL HARASSMENT COMPLAINTS)

- Complainant contacts his/her Supervisor/Manager/Principal as soon as possible within the timelines noted previously. (If the

Respondent is the *Supervisor/Manager/Principal*, contact the respective Superintendent).

- a The Supervisor/Manager/Principal is required to contact the respective Superintendent/designate for a consultation within two (2) working days.
- a The Complainant submits the completed Workplace Conduct Complaint form and any other documentation.
- a Supervisor/Manager/Principal ensures that the Respondent receives a copy of the complaint within three (3) working days of submission.
- a Supervisor/Manager/Principal ensures that the Complainant and Respondent are informed that a representative may accompany them to any meetings.

Action may include:

- Meeting between the Supervisor/Manager/Principal and the Respondent to discuss the concern(s).
- Referral to other procedures as the Board considers appropriate.
- Referral of the concern(s) to STEP 3.
- Meeting between the Supervisor/Manager/Principal, Complainant and the Respondent to reach a resolution, AND
- Resolution– Agreement/letter is prepared and signed by both the Complainant and the Respondent. A copy to be forwarded to the Superintendent of Employee Relations marked “Private and Confidential”, OR
- No Resolution- Move to STEP 3.

STEP 3 – FORMAL RESOLUTION

(IN THE CASE OF SEXUAL HARASSMENT IN LIEU OF STEP 1, AT THE OPTION OF THE COMPLAINANT)

- Complaint is filed with the Superintendent of Employee Relations. Copy of Workplace Conduct Complaint form completed and submitted with request to move complaint to Step 3.
- Superintendent of Employee Relations/designate will advise both the Complainant and Respondent within two (2) working days that the complaint has been forwarded to Step 3.
- Superintendent of Employee Relations designate (may be board employee or independent) will commence a separate investigation into the complaint within ten (10) working days of the receipt of a written request for a Step 3 investigation.
- Superintendent of Employee Relations’ designate to interview the Complainant, Respondent and any witnesses (separately).

Note: If the complaint can appropriately be resolved through mediation, an effort to do so will be made by the Superintendent of Employee Relations/designate. If it is determined by the Superintendent of Employee Relations/designate that mediation is not appropriate, or if no resolution is reached through mediation, the investigation will continue and a determination in the matter will be made by the Superintendent of Employee Relations.

Note: If mediation is successful, the agreement reached between the parties will be confirmed in writing by all parties. A copy of the mediated agreement will be given to both the Complainant and the Respondent and a copy will be stored in a secure file in the Employee Relations Department.

THE SUPERINTENDENT OF EMPLOYEE RELATIONS' DESIGNATE WILL INVESTIGATE FULLY THE INVESTIGATION SHALL BE COMPLETED AS EXPEDITIOUSLY AS POSSIBLE.

Following the investigation:

- The Complainant and the Respondent will be advised by the Superintendent of Employee Relations/designate of the conclusion of the Step 3 investigation.
- The results of the investigation will be shared with the Complainant and the Respondent. The specific details of any disciplinary action will only be provided to the employee who is disciplined.
- In the opinion of the Board, reasonable investigation information, including for example names of witnesses 2nd factual information provided, will be shared in confidence with the Union representative(s) of the Complainant and/or Respondent, upon written request.

OUTCOMES

Depending on the outcome of the Step 3 investigation, a decision regarding rehabilitative or disciplinary action for the Respondent and/or the Complainant may include, but is not limited to:

- Counselling
- Education on Harassment
- Formal written apology
- Change of work assignment of the Complainant and/or Respondent
- Disciplinary action up to and including dismissal

For more detailed information, refer to Employee Workplace Conduct Procedure, GAP #305.00, Revised March 2007.

Consultation with Principal and OECTA

The following are a list of options available to be implemented with the intent to stop harassing behaviour as soon as possible. Should the harassing behaviour continue teachers should access the following options where applicable, dependant upon the parties involved and the nature of the complaint.

- “Access to Property” Letter
- Meeting with Individual and/or Principal and/or Supervisory Officer (develop a possible strategy for resolution)
- Letter from OECTA to a member regarding obligations to a fellow member
- Legal Counsel – Letter from Board and/or OECTA
- Police involvement
- Grievance Procedure
- Human Rights Complaint
- Workplace Conduct Procedure (GAP 305)
- Employee Relations Department involvement
- Section 265(m) of The Education Act – exclusion of an individual
- The Occupational Health and Safety Act
- Complaint to Plant and/or Purchasing Department re: Contract workers
- Memorandum of Settlement

LETTER OF UNDERSTANDING NO. 1

The Board shall provide to Dufferin-Peel(OECTA), a copy of each of the current master benefit plans and any subsequent revisions to such plans.

LETTER OF UNDERSTANDING NO. 2

New Joint Consultation Committee

The parties agree to review and discuss concerns in Joint Consultation Committee meetings that are held on a bimonthly basis between the months of September and June, except during the period when the parties are negotiating.

LETTER OF UNDERSTANDING NO. 3

It is understood that every effort shall be made to provide FSL Teachers with an appropriate working space.

LETTER OF UNDERSTANDING NO. 4

It is understood that whenever substantial changes to the reporting procedure, as referred to in Article 7.016, are contemplated, Dufferin-Peel(OECTA), will be consulted.

LETTER OF UNDERSTANDING NO. 5

It is understood that, in developing the tentative staffing model for the 2008-2012 school years, the Board shall staff in accordance with Ministry class size requirements.

The Board continues to be committed to determine the primary ratio in accordance with the Primary Class Size Reduction Grant and the grades 4-8 ratio in accordance with the Grades 4-8 class size reduction grant, the latter as follows:

September 1, 2009	0.18 teacher per 1,000 grade 4 to 8 pupils
September 1, 2010	0.37 teacher per 1,000 grade 4 to 8 pupils
September 1, 2011	0.57 teacher per 1,000 grade 4 to 8 pupils
August 31, 2012	0.96 teacher per 1,000 grade 4 to 8 pupils

The Board will hire the full complement of additional funded elementary teachers that result from the new allocation. The Elementary Staff Allocation committee (ESAC) will be engaged in the allocation of this

additional staffing, to achieve an average class size in grades 4 to 8 from 25.0 to 24.5, as noted above as of August 31, 2012.

The number of Teacher Librarians will be allocated in accordance with Ministry funding, as indicated in the Technical Paper under the Teacher - Librarian line.

The Ministry will provide additional funding (Elementary School Library Staffing investment– July 24,2008) of \$251,000 each year for a 4 year period scheduled to end in June 2012. The Board agrees to use this funding for an additional 5.0 FTE Teacher Librarians (which would be sustained only until June 30, 2012) beyond the Ministry funding (as indicated in the Technical Paper under the Teacher - Librarian line) of which 1.9 FTE will be used for planningtime.

From the enhanced funding introduced as part of the Elementary Pupil Foundation Grant (under the Provincial Discussion Table (PDT) Agreement between OECTA and OCSTA – May 1, 2008) the Board will provide a further 10.0 FTE of Teacher Librarians (which would be sustained only until June 30, 2012) beyond the Ministry funding (as indicated in the Technical Paper under the Teacher - Librarian line) of which 3.8 FTE will be used for planningtime.

A 1.0 FTE Teacher Librarian will provide Planning Time to a maximum of 500 minutes per week. Preparationtime shall be prorated for part-time Teacher Librarians accordingto the amount of time worked. See Letter of Understanding#11.

It is further understood that in carrying out its mandate to advise the Superintendent of the Family of Schools on the deployment of staff for the 2008- 2012 school years, the ESAC shall use as a guideline for Teachers of Special Education in the role of curriculum support (SERT) or self-contained classrooms other than Special Needs (Needs Moderate/Needs Severe) [formerly known as TR/DH], the following ratio:

- 1 such Teacher for every 200 pupils

LETTER OF UNDERSTANDING NO. 6

The Board shall provide a training session for those Teachers designated as “Teacher in Charge”, during a ProfessionalDevelopment Day, in the fall term.

LETTER OF UNDERSTANDING NO. 7

If subsequent legislation should have the effect that Teachers not presently bargained for by Dufferin-Peel(OECTA) would fall within the definition of "Teacher" in Article 1.010 of the collective agreement (the "Agreement"), it is understood and agreed that, notwithstanding the said Article, such teachers would not be covered by the Agreement. In such event, the Board will promptly meet with Dufferin-Peel(OECTA) to negotiate the terms and conditions of employment of such Teachers. If the parties are unable to agree on such terms and conditions of employment within thirty (30) days after first commencing to negotiate, the parties agree to jointly seek the assistance of a mediator.

LETTER OF UNDERSTANDING NO. 8

Re: Articles 7.051 and 7.052

It is understood that where the absence of a teacher on extended pregnancy leave extends beyond two (2) school years, successive assigned occasional contract teachers may be required to cover the absence. Under no circumstances will the Board be required to hire additional probationary or permanent teachers merely because an absence pursuant to Article 7.051 or 7.052 extended beyond two (2) school years.

LETTER OF UNDERSTANDING NO. 9

It is understood that a Teacher can be appointed to an acting Vice Principal position for a period of up to six (6) months with no loss of seniority upon his/her return to the bargaining unit. Any extension of such an assignment requires the mutual consent of the Board and Dufferin-Peel(OECTA).

An Acting Vice Principal shall not evaluate a Teacher. Any disciplinary matter dealing with a Teacher will be referred to the Principal. The teaching position of the Acting Vice Principal will be replaced in accordance with the Education Act.

LETTER OF UNDERSTANDING NO. 10

The parties agree to maintain the joint committee on Wellness. The committee will meet at least three (3) times a year to respond to wellness needs of Elementary Teachers.

LETTER OF UNDERSTANDING NO. 11

Planning Time Teachers

Number of planning time teachers shall be calculated according to the following formula:

$$\text{Line 1 } G \text{ (Total planning time minutes needed)} = (AXD) + (BXE) - (CXF)$$

$$\text{Line 2 Total planning time FTE required} = G \text{ divided by } (1500 - A)$$

A = planning time amount

B = A - 200

C = number of planning time minutes provided by 1.0 FTE Teacher Librarian

D = total number of FTE Primary classes, NS/NM classes and ASD classes, extended French and Sensitivity Classes

E = total number of Gr. 4 – 8 & Gifted classes

F = number of teacher librarians

G = total number of planning time minutes needed

Notwithstanding the formulae outlined above, the Board shall provide the planning time as outlined in the Provincial Discussion Table (PDT) Agreement.

LETTER OF UNDERSTANDING NO. 12

1. Definition

For purposes of the NTIP, including the Performance Appraisal Process for new teachers, new teachers are defined as all teachers certified by the OCT (including teachers trained out-of-province) who have been hired into permanent positions—full time or part-time by a school board to begin teaching for the first time in Ontario. Teachers are considered “new” until they successfully complete the NTIP or when 24 months have elapsed since the date on which they first began to teach for a Board. (New Teacher Induction Program, Induction elements Manual, Ministry of Education 2008, as amended from time to time.)

2. Mentor Declaration of Interest

- Mentors are identified on a school by school basis
- Any level of Mentor participation is voluntary
- Mentors self-identify and will be eligible for selection by a new teacher

- Mentors complete a standard Board form with copies returned to the Principal
- NTIP Declaration of Interest form will be used to identify/survey the level of an individuals mentoring involvement
- The list of Mentors is to be posted electronically and hard copy within the school to all new teachers. The List should also include specialty areas of the Mentors (Literacy, classroom management, reporting etc.)
- The List of Mentors is to be compiled and posted no later than Sept. 30
- Only members of the Unit shall participate in the Mentoring Induction Element of the NTIP process

3. Mentor Selection

- New teachers are to select a Mentor from a School List. The choice of a Mentor is at the sole discretion of a New Teacher
- New teacher notifies the principal of their mentor selection
- A list of the mentor-new teacher pairings is to be made available to Dufferin-Peel (OECTA) through the Association Representative
- At the end of this process the Principal must ensure that all new teachers have been matched with a mentor (depending on availability – it may not necessarily be from the same school and it may be a shared mentor)
- The initial list of mentor/new teacher pairings is to be made available to all parties by October 15 by the Principal

4. Mentor Training

- Mentor training will occur during the school day
- Supply coverage will be provided
- All designated contact mentors will receive training
- Dufferin-Peel (OECTA) to receive communication regarding the training

5. Mentor and New Teacher Relationship: Roles and Responsibilities

- The new teacher directs their own induction program - including all recordkeeping
- The mentor is an additional professional resource
- The mentor-new teacher relationship is confidential and non evaluative
- The new teacher - principal relationship is non-evaluative and separate from T.P.A.

- The Board will provide support and resources to foster positive mentoring relationships
6. Release Time
 - Expenditures for release time will be maximized
 - Other government funded opportunities will be maximized
 - A pool of release days will be provided at the school level to be used by both new teacher and mentor
 - Supply coverage will be provided
 - Integrity of early release days as indicated on the school year calendar, will be maintained i.e. no withdrawal for other PD
 7. Relationship to TPA for both mentor and new teacher
 - Mentoring as a voluntary activity, is separate from T.P.A.
 8. Role of Lead teacher/ Divisional Leader
 - A Lead Teacher or Divisional Leader is not compelled to be a mentor
 9. Exit Procedures
 - Any dissolution of a mentoring relationship is without prejudice to either party

The parties acknowledge that the implementation of these recommendations must be in keeping with all current and/or future Ministry directives

LETTER OF UNDERSTANDING NO. 13

A teacher who wishes to request a change to his/her FTE status must apply using a standardized request form which will be made available by Human Resources, by February 1st of the previous school year, to the Family of Schools Superintendent through the school Principal. Teachers will receive written acknowledgement from the school Principal of receipt of their part-time request form by February 15.

The standardized request form will be jointly developed and will include:

- Teacher's FTE request
- Teacher's FTE assignment
- Appropriate sign-offs by the teacher, Principal and Family of Schools Superintendent

It is understood that the needs of the school/family are the Board's primary consideration in whether changes to FTE status can be approved by the Family of Schools Superintendent in consultation with the school Principal.

Part-time teachers acknowledge that the FTE of their position may increase or decrease according to the Board's needs.

LETTER OF UNDERSTANDING NO. 14

A Teacher, who is appointed to a position of Co-ordinator or Consultant, shall have the opportunity to return to or remain in the elementary bargaining unit upon completion of that appointment. Should the Teacher be deemed to be a secondary Co-ordinator or Consultant for the period of the appointment, Article 15.014 will not affect any subsequent calculation of seniority for the purpose of in-school surplus.

LETTER OF UNDERSTANDING NO. 15

The parties agree to establish a joint committee to develop the Teacher Librarian allocation ratio. The committee will meet within two weeks after the Board's initial projections to prepare and submit a tentative plan to ESAC. The joint committee will also meet within two weeks after the Board's final projections and adjust the tentative plan as needed for submission to ESAC.

LETTER OF UNDERSTANDING NO. 16

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

Effective September 2008 two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level. The days will be designated in the SCHOOL YEAR CALENDAR one prior to the first reporting period and one prior to the second reporting period.

It is further agreed to jointly review the School Year Calendar through the Joint Consultation Committee on an annual basis.

LETTER OF UNDERSTANDING NO. 17

In accordance with the terms of the Provincial Discussion Table (PDT Agreement) for the 2008-2012 Collective Agreement, the Dufferin-Peel

Catholic District School Board and Dufferin-Peel(OECTA) agree that: The estimated figure provided for in the PDT Agreement for benefit enhancement in 2010-2011 is \$490,000.

The exact benefit enhancement for the Unit will be calculated on the basis as defined in the PDT Agreement which states that, "Each bargaining unit's proportional share will be the ratio between the bargaining unit's FTE of employees eligible for benefits to the total FTE of the Board's unionized and non-unionized employees as reported in the Board's 2008-2009 Financial Statements".

Upon written request, and in accordance with the PDT Agreement, the Dufferin-Peel Catholic District School Board will provide to Dufferin-Peel(OECTA) the requested disclosure received by January 1, 2010 to allow informed decision making for the enhanced benefit funding. The PDT Agreement also states that "The nature of the disclosure will be similar but not limited to the information provided by School Boards in a public procurement process".

The parties agree to meet following release of the Grants for Student Needs (GSN) for the 2010-2011 school year to discuss the Dufferin-Peel(OECTA) enhanced benefit allocation.

By June 1, 2010 Dufferin-Peel(OECTA) will direct the Board as to the benefit enhancements that will come into effect September 1, 2010. Once the benefit enhancements have been identified, Article 6 will be adjusted to reflect same.

LETTER OF UNDERSTANDING NO. 18

The parties agree that all future JK-8 Consultant/Co-ordinator postings for positions will include under the Qualifications Section:

- Specialist qualifications
- A minimum of five (5) years teaching experience in at least two (2) of the primary, junior and intermediate divisions
- Experience at the elementary level within the last five (5) years

LETTER OF UNDERSTANDING NO. 19

Whereas it is the common goal of the Board and Dufferin-Peel(OECTA) to provide the best possible Catholic education for the children of this community, Teachers are required to provide a minimum of thirty (30)

days written notice of their intention to resign to the Superintendent of Human Resources.

Nothing herein prevents an employee and the Board from mutually agreeing to the employee's resignation at any time.

LETTER OF UNDERSTANDING NO. 20

It is understood that the Board will provide its Elementary Teachers with opportunities for curriculum development and implementation through the scheduling of Early Release Days as follows:

- 2008 – 2009 3 (one per term)
- 2009 – 2010 2 (1st and 2nd term)
- 2010 – 2011 1 (1st term)
- 2011 - 2012 0

The parties agree that Early Release Days will be eliminated as of the 2011- 2012 school year.

It is the Board's intent to use the Early Release Days to support teachers to plan for instruction, assessment and reporting (PAR) of curriculum expectations. The Board will continue to develop and provide sample templates for PAR in each subject area and these will meet the minimum requirements of PAR completion.

LETTER OF UNDERSTANDING NO. 21

The Board agrees to inform the President of the Unit by February 28 of those schools intending to implement a Balanced School Day organization for the following September.

OECTA shall participate in the evaluation of the Balanced School Day pilot process.

Both parties agree that:

- The length of the instructional day shall not increase in schools implementing the Balanced School Day;
- The amount of supervision shall not increase in schools implementing the Balanced School Day;
- Assignment of teacher supervision following an instructional block shall ensure that preparation time must be delivered during an instructional block (stated in Article 13.050);
- Extracurricular activities are voluntary and therefore lack of teacher involvement shall not be used to adversely affect a teacher's performance appraisal;

- Part-time teachers shall have instructional time prorated in accordance with their assignment as a portion of the full time equivalent teacher.

In a school planning to implement a Balanced School Day, any teacher may request a transfer through the Transfer Process. In extenuating circumstances, the teacher may request consideration of alternative options from the Superintendent of Schools.

If known, schools identified as being on a Balanced School Day schedule will include this information on any postings.

For the 2005-2006 school year the three (3) pilot schools will be advertised as Balanced School Day sites in forthcoming postings.

LETTER OF UNDERSTANDING NO. 22

Professional Development

- (a) Professional Development shall be job-embedded, informed by research, and done in partnership between the Board and Dufferin-Peel(OECTA).
- (b) Professional Development shall be addressed at the system **level** through the establishment of a Joint Committee.
- (c) Professional activities for teachers during Professional Activity days shall be consistent with the learning goals identified in the Teacher's Annual Learning Plans.
- (d) There shall be established a Joint Professional Development Committee composed of three (3) representatives of Dufferin-Peel(OECTA) appointed by the Unit Executive and three (3) representatives of the Board. The representatives of the Unit and the Board shall each nominate one of their number as a Co-Chairperson.
- (e) The Committee shall meet four (4) times per year in an atmosphere of openness and transparency.
- (9) The functions of the committee shall include but are not be limited to:
 - (i) oversee professional activities for teachers during Professional Activity days;
 - (ii) promote best practices and sustain successful

- Catholic Professional Learning Communities and monitor their implementation;
- (iii) promote a focus on learning, collegiality, respect for professionalism, commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to teaching and student learning;
 - (iv) provide input into the implementation of new Ministry/Board initiatives and curriculum.

LETTER OF UNDERSTANDING NO. 23

Transfer and Posting

The parties agree to a two year pilot for the 2010 – 2012 school years for Transfer and Posting. This process will commence in January, 2010. The results of this pilot will be reviewed annually by a joint committee consisting of equal representation of no more than three (3) representatives from each of the Board and the Unit. Any recommendations resulting from this review will be considered by the Superintendent of Human Resources.

1. Where possible, prior to the first posting in January, Teachers will be notified verbally of their potential surplus status.
2. The first posting in January will be a new school posting and fifty percent (50%) of these positions will be posted exclusively to all eligible Elementary Teachers.
3. The Elementary school organizational plan will be developed and the Teachers' tentative placements will be communicated, in writing, by no later than February 15.
4. Teachers being declared surplus will be notified, in writing, by the school Principal no later than the end of February.
5. Teachers who have completed a minimum of five (5) years in their school at the time of application may complete a request for placement (RFP) application. Surplus Teachers are not eligible. The application deadline is the end of February.

6. A maximum of fifteen (15) RFP applications will be accepted. If more than fifteen (15) applications are received, eligibility will be determined by seniority.
7. A second posting will occur no later than March Break, consisting of vacancies created from the first posting, plus the remaining fifty percent (50%) of new school openings, and all RFP vacancies. Only RFP Teachers who declared themselves in #5 above, are eligible to apply.
8. All qualified RFP applicants will be interviewed and successful candidates notified by the end of March.
9. RFP applicants who have not secured a transfer through the interview process will be placed according to qualifications and preferences of the most senior teacher. This will be completed by the end of the first week in April.
10. A third posting, for all known vacancies including Specialty positions, exclusive for all eligible Elementary Teachers will occur no later than April 15. Surplus Teachers are not eligible to apply to this posting.
11. By the end of April, Surplus Teachers will be placed in vacancies according to qualifications and preferences of the most senior teacher, on a Board-wide basis.
12. By May 15 a fourth posting will occur consisting of Specialty positions. All other known vacancies will also be posted at this time, if all Surplus Teachers have been placed. This posting will be open to all eligible Elementary and Secondary Teachers.
13. By the end of the first week of June a fifth posting will occur consisting of Specialty positions. All other known vacancies will also be posted at this time, if all Surplus Teachers have been placed. This posting will be open to all eligible Elementary and Secondary Teachers.

LETTER OF UNDERSTANDING NO. 24

The Board is committed to, at all times, having a certified, qualified, Catholic Teacher in each of our teaching positions.

It is agreed that at the request of either party, the parties shall meet through Joint Consultation to review and examine issues concerning the staffing of Junior Kindergarten (JK) and Senior Kindergarten (SK) classes should or when the Ministry make changes to the current kindergarten program.

LETTER OF UNDERSTANDING NO. 25

Changes to be made to the: Master Benefit Plan
Effective January 1, 2009, the Dufferin-Peel Catholic District School Board will realize an estimated savings of approximately \$104,000 through changes in orthotic benefits within the master benefit plan, specific to Dufferin-Peel (OECTA).

These savings will be achieved by amending the number of orthotics to include three (3) pairs over two (2) calendar years and the elimination of the chiropractor as a prescriber of orthotics.

Savings within orthotics will be used to enhance benefits within the same master benefit plan which results in no change to the annual expenditures of the Board.

The estimated savings of \$104,000 achieved through the changes in orthotic benefits will be expended by increasing the physiotherapist to \$40 per visit, the registered massage therapist to \$25 per visit, changing the chiropractor service to include podiatrist and chiropodist, and increasing the limit to \$275 per year.

Also, the parties agree that Dufferin-Peel (OECTA) members who are actively employed will continue to have benefits, excluding LTD and the Ontario Drug Benefit Plan, until they reach the age of 70.

This will not result in an increase to benefit costs to the Board.

LETTER OF INTENT NO. 1

In order to implement section 13.050 Elementary Preparation Time, the following procedure shall be undertaken by the Board:

1. The Principal shall submit to the Family of Schools Superintendent an implementation plan for the agreed upon preparation time as set out in section 13.050 by the third Friday of September.

2. Where the agreed upon preparation time is unable to be implemented, the Principals shall refer the problem to the Family of Schools Superintendent in order to identify scheduling or staffing difficulties.
3. The Family of Schools Superintendent together with the Principal shall make the necessary adjustments to the schedule where appropriate and/or the Family of Schools Superintendent shall provide the necessary staffing in order to implement the agreed upon preparation time. Such adjustments shall be made no later than October 15th of each year.

LETTER OF INTENT NO. 2

Re: Communication Strategy (Fifth Disease)

Both parties agree to establish a joint committee to develop recommendations on a communication strategy.

This committee shall meet within ninety (90) days of the ratification of the Collective Agreement, and recommendations will be made to the Superintendent of Employee Relations for approval.

Assignment of affected employees will be in accordance with Board protocol.

LETTER OF INTENT NO. 3

Effective September 1, 2004

In Senior Kindergarten there will be two (2) reporting periods which will be determined by the Board, unless legislated otherwise.

Effective September 1, 2005

In Senior Kindergarten there will be mandatory communication/interview with parents in the first term and one (1) formal report in June.

Further, the parties agree to establish a joint committee with representatives from the Board, the Principal/Vice-Principal Association and the Union to develop a checklist to monitor student achievement to be used for the second term.

LETTER OF INTENT NO. 4

Both parties agree that Catholic Teachings are central to the treatment of members on LTD. In that spirit, the Board shall provide monthly to the President of the Unit, the names of members who have provided written authorization to the Board for such disclosure.

LETTER OF INTENT NO. 5

Re: Primary Class Size Reduction

The parties agree that the primary class size reduction grant will be implemented in order to reduce the primary Pupil to Teacher Ratio (PTR) toward the 20:1 target identified by the Ministry of Education.

Further, the Board agrees to share the criteria for lowering class size through ESAC. The President of the Unit will be provided with a list of schools and classes pursuant to this initiative.

LETTER OF INTENT NO. 6

Re: Report Cards

Timelines for report cards shall be mutually established. A standardized comment bank for each grades' subjects, learning skills and next steps will be established for implementation in the 2009/10 school year.

These comments in and of themselves will meet the requirements for the completion of report cards except for exceptional circumstances such as attendance concerns, or students with an Individual Education Plan (IEP)/ special needs/exceptionalities.

LETTER OF INTENT NO. 7

Re: Lead Teachers

The parties agree to establish a joint committee to develop a fair and open process for in-school postings at the school level.

The Committee shall meet within ninety (90) days of the ratification of the collective agreement. The Committee shall make recommendations for approval to the Superintendent of Program.

ELEMENTARY TEACHER TRANSFER FLOW CHART– 2009

DATE	EVENT	ARTICLE
January 5	Notice to all schools: Teacher Transfer Policy and Procedures mailed to Teachers and Administrators.	
Postings for new schools to be opened.		
Please note: No new elementary schools will open in 2009-10 .		
January 23	Deadline: Submission of 50% of vacant teaching positions for new school(s) to be opened in the next school year. Principals submit openings to Teacher Personnel via Family Superintendent.	
January 30	Posting #1 (electronic) for new schools. Teacher Personnel posts 50% of openings of new schools, available exclusively to Elementary Teachers.	
February 6	Deadline for Teachers to apply to posting #1.	
February 13	Principal completes interviews and responds to all applicants who applied to posting #1.	
FTE Change Request Form		
February 1	Teachers submit FTE Change Request Form to Principal.	
February 15	Principal gives written acknowledgement of request to the teacher.	
Leave procedures		
February 1	Deadline: Teachers to apply for a leave of absence in writing to Superintendent of Human Resources.	7.070(a)
February 1	Deadline: Notice of return from leave. Teachers on leave give notice of return to Superintendent of Human Resources.	7.070(d)
Transfer request		
February 13	Deadline: Request for Placement applications submitted to Teacher Personnel. Coordinators, Consultants, Teachers with 5 years or more experience in one school, including Teachers returning from leave	
Postings		
February 20	Deadline: Submission of all known vacancies to Teacher Personnel via Family Superintendent.	
February 26	Posting #2 (electronic) Available exclusively to Elementary Teachers.	
March 6	Deadline for Teachers to apply.	
March 13	Principal completes interviews and responds to all applicants.	

ELEMENTARY TEACHER TRANSFER FLOW CHART - 2009

DATE	EVENT	ARTICLE
March 16-20	MARCH BREAK - NO INTERVIEWS TO TAKE PLACE	
	Surplus process:	
March 20	Teacher Personnel mails template of surplus letter and geographic preference form to Principals.	
March 25	Deadline: In-school surplus declared and Teachers notified in writing by Principal. Known vacancies declared.	15.016(b)
March 26	Geographic Preference Form returned to Principal.	15.016 (c)
March 27	Board wide Surplus Placement Meeting.	
(subject to change)	Senior administration, E.R. and H.R. representatives verify vacancies and place surplus Teachers in seniority order. If surplus is placed, remaining openings are posted.	
April 3	Deadline: Surplus teachers are assigned and notified in writing of their placement.	15.017(b)
April 9	Deadline: Submission of all known vacancies to Teacher Personnel via Family Superintendent.	
	Board wide Postings	
April 17	1st Board wide internal Posting Vacant teaching positions are posted. Open to elementary and secondary teachers.	15.019
April 24	Deadline for Teachers to apply.	
May 4	Principal completes interviews and responds to all applicants	
May 8	Deadline: Submission of all known vacancies to Teacher Personnel via Family Superintendent.	
May 15	2nd Board wide internal Posting Vacant teaching positions are posted. Open to elementary and secondary teachers.	
May 22	Deadline for Teachers to apply.	
May 29	Principal completes interviews and responds to all applicants.	
June 5	3rd Board wide internal Posting Vacant teaching positions are posted. Open to elementary and secondary teachers.	
June 12	Deadline for Teachers to apply.	
June 19	Principal completes interviews and responds to all applicants.	

INDEX

Allowances	
Post Graduate	5.040
Responsibility	5.020, 5.050
Travel	5.070
Arbitration	Article 10
Balanced School Day	L/U No. 21
Benefits	
Board Contribution	6.010
Dental	3.030, 3.031, 6.015
Dependent Coverage	6.021
Life Insurance	6.012
LTD	3.040, 3.041, 6.016, 7.075, L/I No. 4
Major Medical	6.014
Master Benefit Plan	L/U No. 1, L/U No. 25
Optional Life	6.030
PDT Benefits	6.011, L/U No. 17
Semi-Private	6.013
While on Pregnancy Leave	7.053
Workplace Safety & Insurance	11.010
Class Size	13.090, 13.098, 13.099, L/U No. 5, L/I No. 5
Code of Student Behaviour and Discipline	13.101
Continuing Education	Article 17
Definitions	1.010 – 1.025
Discipline	1.034, 7.016
Documentary Proof	3.020, 3.021, 7.017
Early Release Days	L/U No. 20
EI Rebates	6.020
Electronic Communication	13.052
Experience	4.010, 4.011, 4.020 – 4.029
Federation Fees	1.040
Functional Abilities Form	7.017 (iii)
Grievance Procedure	Article 9
Harassment Procedure	13.082, 13.083, 13.084, 13.085, Appendix D
Health and Safety	13.081
Fifth Disease	L/I No. 2
Health Support Services	13.080
Job Share	Article 16
Joint Consultation	L/U No. 2
Jury Duty	7.018 A, 7.018 B
Just Cause	1.032

Leaves (Article 7)	
Adoption	7.052
Association Business	7.040, 7.042, 7.043
Bereavement	7.019
Deferred Salary	7.080
Emergency	7.019
Federal/Provincial Elections	7.060
General	7.070
Jury Duty	7.018 A, 7.018 B
Medical Certificate	7.017
Notice of Return	7.070
Paternity	7.055
Pregnancy and Parental	7.050, 7.051, 7.053, 7.054, Appendix B
Quarantine	7.018 A
Sickness	7.010
Sick Leave Credits	7.010, 7.011, 7.012, 7.013, 7.014, 7.015
Subpoena	7.018 A
Without Pay	7.019 (a)
Lunch	13.070 (a)
Management Rights	1.030, 1.030A
Mentoring	L/U No. 12
Mileage	5.070
NTIP	13.110, L/U No. 12
Part-time Teachers	1.025 (b), 6.010, 15.012, L/U No. 13
Pay Schedule	4.030
Pension Commuting	7.022
Personnel Files	13.100
Planning Time	13.050, L/U No. 11, L/I No. 1
Postings	L/U No. 23, Elementary Teacher Flow Chart
Probationary Period	1.026
Professional Activity Days	L/U No. 16
Professional Development Committee	L/U No. 22
Professional Development Fund	12.010
Quarantine	7.018 A
QECO	4.021
Recognition	1.010 - 1.025
Redundancy	Article 14
Related Experience	4.011
Religious Education Course	3.050
Report Cards	L/U No. 16, L/I No. 3, L/I No. 6
Reports to OECTA	13.092
Representation - OECTA	1.034
Resignation	L/U No. 19
Retirement Gratuity	7.015, 7.020, 7.021, 7.022
Salaries	Article 5
Scattergram	2.030

Seniority	14.010 3(b – i), 15.013, 15.014, 15.018
Sick Leave Credits.....	7.010, 7.011, 7.012, 7.013, 7.014, 7.015, 7.017
Staffing	
Combined Grades	13.099
Consultants & Coordinators	5.020, 5.030, 5.031, 5.080, Appendix A, L/U No. 14, L/U No. 18
Divisional Leaders	5.020, 13.060, 13.061
Elementary Staff Allocation	
Committee (ESAC).....	13.091 A, 1.050
French (FSL)	13.030 A, 13.030 B, L/U No. 3
Itinerant	13.040
Junior Intermediate Class Size	L/U No. 5
Kindergarten	L/U No. 24, L/I No. 3
Lead Teacher	Appendix A, VI No. 7
Local School Staffing Advisory	
Committee (LSSAC).....	13.091 B
Lunch Supervisors	13.070 (b)
Placement Notification	13.020
Planning Time Teachers	13.050, L/U No. 11
Special Education Resource	VU No. 5
Integration Days	13.051
Teacher in Charge	5.021, Appendix A, L/U No. 6
Teacher Librarian	L/U No. 5, L/U No. 11, L/U No. 15
Vice Principal (Acting)	L/U No. 9
Subpoena	7.018 A
Supervision	13.071
Surplus to School	Article 15
Tax Support	3.060
Teacher Performance Appraisal (TPA)	13.110
Term of Agreement	2.010
Termination	1.033
Transfers	L/U No. 23, Elementary Teacher Flow Chart
Travel Time	
Between Schools	13.040, 5.070
Between Classes	13.030 B, 13.050

103