

ELECTED REPRESENTATIVES OF THE BOARD

Chair	A. Peters	
Vice Chair	S. Scerni	
Trustees	A. Abbruscato	M. Pascucci
	K. Adamson	E. O'Toole
	A. Casuga	S. Scerni
	R. Falco	A. Steffler
	B. Iannicca	L. Zanella

ADMINISTRATION

Director of the Board and Secretary of the Board	M.G. Bator
Associate Director, Corporate Services	T.P. Miller
Associate Director, Instructional Services	J.W. Watts
Superintendent of Planning and Development	V.A. Nichilo
Superintendent of Employee Relations	E. McGuire
Superintendent of Human Resources	J. Kostoff
Superintendent of Financial Services	J.D. Fitzgibbon
Superintendent of Program	B. Barnet
Superintendent of Special Education	S. McWatters
Superintendent, Special & Strategic Projects & Programs	J. Melito
Superintendent of Schools	R. Borrelli
	P. McMorrow
	M. McPhee
	M. Prospero
	A. Sheppard

ELECTED REPRESENTATIVES OF THE DUFFERIN-PEEL ELEMENTARY UNIT

President	K. Peever
1 st Vice President	B. Campbell
2 nd Vice President	C. Leavitt
Treasurer	J. Dalton
Recording Secretary	L. Leo
Corresponding Secretary	S. Rose
Councillors	A. Horton
	M. Wozniak
	J. Cox
	J. Giel
Teacher Welfare Officer	S. Rose
Communications Officer	J. Giel
Health & Safety Advisor	C. Leavitt
Membership Assistance Officer	K. Fowler

TABLE OF CONTENTS

	PAGE
PREAMBLE	5
ARTICLE 1	Recognition
ARTICLE 2	Duration and Renewal
ARTICLE 3	Conditions of Employment
ARTICLE 4	Placement
ARTICLE 5	Salary Grids and Allowances
ARTICLE 6	Benefits
ARTICLE 7	Leave Plans
ARTICLE 8	No Strike – No Lockout
ARTICLE 9	Grievance Procedure
ARTICLE 10	Arbitration
ARTICLE 11	Workplace Safety & Insurance
ARTICLE 12	Professional Development
ARTICLE 13	Working Conditions
ARTICLE 14	Redundancy
ARTICLE 15	In-School Surplus
ARTICLE 16	Job Sharing
ARTICLE 17	Continuing Education
APPENDIX “A”	Co-ordinator, Consultant, Teacher in Charge
APPENDIX “B”	Pregnancy and Parental Leave
APPENDIX “C”	Assault Procedure
APPENDIX “D”	Sexual Harassment Policy
APPENDIX “E”	Employee Workplace Conduct Policy
LETTERS OF UNDERSTANDING AND INTENT	

ELEMENTARY TEACHERS' COLLECTIVE AGREEMENT

SEPTEMBER 1, 2003 – AUGUST 31, 2004

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 22nd day of August, 2003.

For the Board

For O.E.C.T.A.

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, 2003 to August 31, 2004.

All reference dates in any article or clause of the 2001-2003 collective agreement shall be amended to reflect the renewal dates and adjustments occasioned by the extension of the current collective agreement to August 31, 2004.

This Agreement was ratified by the Board on September 23, 2003
This Agreement was ratified by the Teachers on September 12, 2003

AGREEMENT

BETWEEN:

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

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(O.E.C.T.A.)

REPRESENTING THE ELEMENTARY TEACHERS EMPLOYED BY THE BOARD
(hereinafter called the "Dufferin-Peel Elementary Unit")

* * *

PREAMBLE

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

AND WHEREAS to achieve that common goal, 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 that goal, 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 the Dufferin-Peel Elementary Unit consisting of every Part X.1 teacher, as defined in the Education Act, other than occasional teachers, who is 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 the O.E.C.T.A. Dufferin-Peel Elementary Unit 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 OAC basis shall be referred to as “Secondary Schools”.
- (b) Students enrolled in Secondary Schools shall be referred to as “Secondary Students”.
- 1.023 “Division”, as it applies to the Elementary panel, shall mean the Primary, the Junior or the Intermediate 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 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.
- 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.
- 1.030A 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 the Dufferin-Peel Elementary Unit 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 enjoyed 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) therefore, 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 the Dufferin-Peel Elementary Unit 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 the Dufferin-Peel Elementary Unit or designate and if the Teacher so requests, shall have the right to the presence and assistance of a representative. 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 O.E.C.T.A. fee and any levy chargeable by the Dufferin-Peel Elementary Unit. The respective amounts shall be determined by O.E.C.T.A. and the Dufferin-Peel Elementary Unit in accordance with their respective constitutions and by-laws.

- 1.040 (b) Prior to August 15th of the school year in which the payroll deductions are to be made, O.E.C.T.A. and the Dufferin-Peel Elementary Unit 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.

- 1.040 (c) The O.E.C.T.A. fee deducted in 1.040 (a) shall be remitted to the General Secretary of O.E.C.T.A. 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 Elementary Unit.

- 1.040 (d) The Dufferin-Peel Elementary Unit levy, if any, shall be remitted to the Treasurer of the Dufferin-Peel Elementary Unit on or before the 15th day of the month following the date on which the deductions were made.
- 1.040 (e) O.E.C.T.A. and/or the Dufferin-Peel Elementary Unit, as the case may be, 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).

ARTICLE 2 – DURATION AND RENEWAL

- 2.010 This Agreement shall have effect from September 1, 2003, up to and including August 31, 2004, and from year to year, thereafter unless either party gives to the other party notice, in writing, within the ninety (90) 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, 2001 to August 31, 2003 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 the Dufferin-Peel Elementary Unit, 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 the Dufferin-Peel Elementary Unit 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 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 O.E.C.T.A./O.C.S.T.A., during their probationary period as a condition of gaining permanent status with the Board, unless equivalence is granted by O.E.C.T.A. or an exemption is granted by the Director.
- (b) The Board will put on, in-house, at no cost to Teachers, the O.E.C.T.A./O.C.S.T.A., Religious Education Course Part 1.
- (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 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.
 - f) 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 a Secondary 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).
 - (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 269, R.R.O. 1980, as amended.
- 4.021 The placement of Teachers shall be determined in accordance with the Teacher's Qualifications Evaluations Program 4 (hereinafter referred to as "Q.E.C.O. 4"). No Teacher who was evaluated correctly for placement purposes under the processes of evaluation in effect prior to the introduction of Q.E.C.O. 3 on March 6, 1986 shall have his/her placement reduced because of Q.E.C.O. 4.
- 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 Certificate 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 Q.E.C.O. evaluation or Q.E.C.O. 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 Q.E.C.O. evaluation or Q.E.C.O. acknowledgement card.

The Board has the discretion to extend the deadline in extenuating circumstances, caused by the Q.E.C.O. procedures, where the Teacher has provided the Board with evidence that Q.E.C.O. 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 Basis
Payment shall be made on the basis of the following schedule:

2003-2004 BI-WEEKLY PAY SCHEDULE

<u>Portion of Pay Days</u>		<u>Annual Salary</u>
September	4, 2003	1/26
	18	1/26
October	2	1/26
	16	1/26
	30	1/26
November	13	1/26
	27	1/26
December	11	2/26
	24 *	1/26
January	8, 2004	1/26
	22	1/26
February	5	1/26
	19	1/26
March	4	1/26
	18	1/26
April	1	1/26
	15	1/26
	29	1/26
May	13	1/26
	27	1/26
June	10	1/26
	24	4/26

* The pay stubs for the December 24, 2003 pay date will be in the schools on December 19, 2003.

ARTICLE 5 – SALARY GRIDS AND ALLOWANCES

5.010

Teachers' Salary Grid for September 1, 2003 to November 30, 2003

YRS EXP	LEVEL 3	LEVEL4 A1	LEVEL 5 A2	LEVEL 6 A3	LEVEL 7 A4
0	31339	35136	37133	41749	44150
1	33553	37400	39455	44150	46536
2	35843	39817	41749	46536	48924
3	38199	42189	44150	48924	51279
4	40602	44511	46536	51279	53682
5	42957	46881	48924	53682	56348
6	45314	49300	51279	56084	59015
7	47665	51577	53682	58453	61682
8	50069	53995	56084	60777	64347
9	51473	56379	58453	63085	67014
10	53668	59633	61690	65408	69681
11				68747	73434

Certified teachers not eligible for Level 3 shall be paid \$35,843.

Teachers' Salary Grid for December 1, 2003 to August 30, 2004

YRS EXP	LEVEL 3	LEVEL4 A1	LEVEL 5 A2	LEVEL 6 A3	LEVEL 7 A4
0	32279	36190	38247	43001	45475
1	34560	38522	40639	45475	47932
2	36918	41012	43001	47932	50392
3	39345	43455	45475	50392	52817
4	41820	45846	47932	52817	55292
5	44246	48287	50392	55292	58038
6	46673	50779	52817	57767	60785
7	49095	53124	55292	60207	63532
8	51571	55615	57767	62600	66277
9	53017	58070	60207	64978	69024
10	55278	61422	63541	67370	71771
11				70809	75637

Certified teachers not eligible for Level 3 shall be paid \$36,918.

Teachers' Salary Grid for August 31, 2004

YRS EXP	LEVEL 3	LEVEL 4 A1	LEVEL 5 A2	LEVEL 6 A3	LEVEL 7 A4
0	32434	36364	38431	43207	45693
1	34726	38707	40834	45693	48162
2	37095	41209	43207	48162	50634
3	39534	43664	45693	50634	53071
4	42021	46066	48162	53071	55557
5	44458	48519	50634	55557	58317
6	46897	51023	53071	58044	61077
7	49331	53379	55557	60496	63837
8	51819	55882	58044	62900	66595
9	53271	58349	60496	65290	69355
10	55543	61717	63846	67693	72116
11				71149	76000

Certified teachers not eligible for Level 3 shall be paid \$37,095.

5.020

Consulting Staff

Responsibility Allowance:

Effective Sept. 1, 2003

Co-ordinator	\$ 7325
Consultant	4867
Divisional Leader	2886

Consulting Staff

Responsibility Allowance:

Effective December 1, 2003

Co-ordinator	\$7545
Consultant	5013
Divisional Leader	2973

Consulting Staff

Responsibility Allowance:

Effective August 31, 2004

Co-ordinator	\$7581
Consultant	5037
Divisional Leader	2987

5.021

A Teacher in Charge (see Appendix "A") shall be paid an allowance of \$250.00 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:

$$\begin{array}{ccc} \text{Percentage of Time} & & \text{Responsibility} \\ \text{worked as a} & \text{X} & \text{allowance for a} \\ \text{consultant} & & \text{consultant} \end{array}$$

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 \$687 (Sept. 1, 2003); \$708 (December 1, 2003) and \$711 (August 31, 2004) for each post-graduate degree provided the degree or any part thereof is not used in the Teacher's Q.E.C.O. 4 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 rate of \$0.3375 per kilometre.

5.080 If the Board establishes a position of responsibility not covered by this Agreement, the Dufferin-Peel Elementary Unit 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 the Dufferin-Peel Elementary Unit. 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 enrol in such Plans.
- (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.

- 6.012 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 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.
- 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 the Dufferin-Peel Elementary Unit.
- 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.

- 6.019 Teachers employed on a short-term contract for less than five (5) months will not be entitled to benefits as described in Clauses 6.010, 6.012, 6.013, 6.014, 6.015, and 6.016.
- 6.020 Any E.I. rebates to which Teachers are entitled shall be paid over to the Dufferin-Peel Elementary Unit. The Dufferin-Peel Elementary Unit 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, upon reaching the maximum age and thereafter, is incapable of self-sustaining employment and totally relies upon the employee for support and maintenance.
- 6.030 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) (a) Such insurance shall be available in units of \$10,000 up to a maximum of ten (10) units for dependent spouses
 - (b) Such insurance shall be available in units of \$10,000 up to a maximum of five (5) units for dependent children.
- (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

- 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 which 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 sub-section 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 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 Director of Education.
- 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. 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 three (3) 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.

7.030 Retirement Age

The normal retirement age is sixty-five (65) years, but the Board may defer the retirement to a later date by mutual agreement with the Teacher concerned.

7.040 (a) At the request of the Dufferin-Peel Elementary Unit, 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 the Dufferin-Peel Elementary Unit for the duration of their respective terms of office, provided the Dufferin-Peel Elementary Unit 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 the Dufferin-Peel Elementary Unit.

(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 the Dufferin-Peel Elementary Unit 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 the Dufferin-Peel Elementary Unit reimburses the Board for the cost of a supply teacher at the daily rate. Should no replacement be available no charge shall apply to the Dufferin-Peel Elementary Unit. Such leaves shall not exceed two (2) consecutive school days unless mutually agreeable to the Director of Education and the Dufferin-Peel Elementary Unit. 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 O.E.C.T.A. 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) 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.
- (c) Upon completion of the leave of absence, the Teacher will return to the same school.

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 the Dufferin-Peel Elementary Unit.
- (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 sub-section (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 (f) 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.

(f) 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.
- (f) 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 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 the Dufferin-Peel Elementary Unit 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, 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, 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 the Dufferin-Peel Elementary Unit.
- (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

The Dufferin-Peel Elementary Unit may process a grievance affecting a Teacher or a group of Teachers. The grievance shall be signed by the appropriate grievance officer of the Dufferin-Peel Elementary Unit, 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 the Dufferin-Peel Elementary Unit, its officers, a Teacher or a group of Teachers, by referring the grievance in writing to the President of the Dufferin-Peel Elementary Unit. The Dufferin-Peel Elementary Unit shall reply in writing within ten (10) working days following receipt of the grievance. If the Board is not satisfied with the reply of the Dufferin-Peel Elementary Unit, 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.

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 the Dufferin-Peel Elementary Unit mutually agree that a particular grievance might be arbitrated by a single arbitrator, and if the Board and the Dufferin-Peel Elementary Unit, 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 the Dufferin-Peel Elementary Unit; 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 preceding March Break.
- 13.030 A
- (a) FSL Teachers shall be calculated according to the following formula: 242 students = 1 FSL Teacher.
 - (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 one hundred and sixty (160) minutes per week, 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. Preparation time shall be prorated 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 adjustment of preparation time from one hundred and fifty (150) minutes to one hundred and sixty (160) minutes will be obtained from the existing staffing complement.
- 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.
- 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 (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 year 2003-2004, the Board shall provide up to \$300,000 to enable the elementary schools to hire non-teaching personnel ("lunch hour 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 hour supervisors.
- (iii) The Board shall be responsible for administering the payroll for the lunch hour supervisors pursuant to time sheets submitted by the Principals.

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") which 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.

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 The Board recognizes the importance of providing a workplace where the rights and obligations of individuals are protected:

- Employee Workplace Conduct Procedure, GAP 305
- 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:

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

- (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) which 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) at least three (3) representatives from the OECTA Elementary 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 duties of the ESAC shall be:
 - (i) to monitor and advise the Associate Director, Instructional Services on the allocation of both board-wide staff and staff to Families of Schools;
 - (ii) to advise the Associate Director, Instructional Services on the allocation of any staff designated as elementary consultants/officers or co-ordinators;
 - (iii) to discuss any other matters related to staff allocation as requested by the Associate Director, Instructional Services;
 - (iv) to approve or amend the proposal of the Staff Allocation Sub-Committee.
- (d) Meetings shall be chaired by the Associate Director, Instructional Services (or designate). The ESAC shall meet by September 15, in each school year for an initial meeting. Thereafter, the committee shall meet within two (2) weeks of a request by either party. 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 as required.

13.091 B LOCAL SCHOOL STAFFING ADVISORY COMMITTEE (LSSAC)

- (a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every school by September 1 of each school year and shall hold its first meeting by September 30. 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 Elementary Unit 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.
- (f) 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 the Dufferin-Peel Elementary Unit 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 will be provided within two (2) weeks of the request.

13.092 The President of the Dufferin-Peel Elementary Unit 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 the Dufferin-Peel Elementary Unit 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 Performance Appraisal

- (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 Education Act, Regulation 99/02 and *Supporting Teacher Excellence – Teacher Performance Appraisal Manual (2002)*.
- (c) The Education Act Section 277.32 (1) (a) shall be applied by the Board as per *Teacher Performance Appraisal – A Resource Document – Institute of Catholic Education – June 2003*.
- (d) The Board shall provide by the second Friday of October to the Unit President a list of teachers on the Teacher Performance Appraisal cycle for the school year.
- (e) The Board shall provide (through the school principal) to the Unit President the name of any teacher receiving an unsatisfactory 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).

ARTICLE 14 – REDUNDANCY

- 14.010
- 1. Redundant positions will be determined on an Elementary panel-wide basis.
 - 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 in the first year of a probationary period
 - (iii) Teachers in 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 jointly by the parties.
- (c) When making new appointments to teaching personnel, the Board shall rehire in reverse order of seniority those Teachers who were dismissed due to declining enrolments provided that the Teachers recalled are qualified as indicated in the Regulations under the Education Act.
- (d) 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).
- (e) Employees on teacher exchanges or secondments shall continue to accumulate seniority for the purposes of this Article. Seniority shall be accrued as outlined in Item 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 a period of a least one (1) year.
- (g) Where staff redundancies are necessary under the provisions of this Article, the Dufferin-Peel Elementary Unit 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 the Dufferin-Peel Elementary Unit 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).

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.

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 short-term occasional assignments
 - iii) retirements/resignations
 - iv) subject to section 15.015 below, reverse order of “seniority” as defined by section 15.013.

- 15.013 For purposes of this Article:

- (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 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 the Dufferin-Peel Elementary Unit 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 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 the Dufferin-Peel Elementary Unit 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) Upon notification of surplus status, Teachers shall indicate to the Board the geographic area to which they would prefer to be reassigned (elementary school only).
- 15.017 Teachers who are declared surplus to a school shall be notified in writing by the first (1st) Friday in April by the Board, of their surplus status. A copy of this notification shall also be sent to the President of the Dufferin-Peel Elementary 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 until five (5) days prior to the second posting of vacant teaching positions.
- (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 may 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, 2003			
Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$37.39	1.12	1.50	\$40.01

Effective December 1, 2003			
Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$38.51	1.16	1.54	\$41.21

Effective August 31, 2004			
Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$38.69	1.16	1.55	\$41.40

- 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, 2003			
Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$2789.06	83.67	111.56	\$2984.29

Effective December 1, 2003			
Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$2872.74	86.18	114.91	\$3073.83

Effective August 31, 2004			
Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$2886.53	86.60	115.46	\$3088.59

- 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 advised 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.

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 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 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 O.E.C.T.A. staff representatives and the Dufferin-Peel Elementary Unit 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"

SEXUAL HARASSMENT POLICY

Policy Statements:

The Dufferin-Peel Catholic District School Board is a Catholic educational community within which children, women, and men stand with equal dignity and value.

To work and learn together as equals in a respectful, non-threatening environment is the right of all and fundamental to our Catholic Philosophy.

The Board, therefore, expects that all its employees, students and volunteers will be free from sexual harassment. Sexual harassment is contrary to Catholic values and the law. The Board supports the Ontario Human Rights Code which explicitly prohibits sexual harassment.

It is the responsibility of all members of the Dufferin-Peel community to conduct themselves in accordance with this policy in order to create and maintain an environment free from sexual harassment.

Definition of 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 may include:

- unwelcome sexual innuendo
- unwelcome sexual advances
- inappropriate body contact
- request for sexual favours
- display of exploitive material

Procedures Re: Allegations of Sexual Harassment

1. It is recommended that anyone who perceives sexual harassment occurring:
 - a) Make an immediate, direct and clear objection indicating that the comment or conduct is not acceptable. This may resolve the problem.
 - b) Remind the person that such behaviour contravenes the Board's sexual harassment policy.
 - c) As soon as convenient, make a notation of the particulars, i.e., times, dates, places, names of possible witnesses, and circumstances surrounding the incident(s).

Note: Should these incidents involve adolescents a legal opinion should be sought re: procedures.

2. It is recommended that consultation be sought to identify the options that are available to the complainant. For this reason, specific details of the incident, such as names, are not necessary.

Any of the following may be contacted for consultation:

- Association/Union Representative
- Principal/Supervisor
- Equity Officer

3. It is recommended that should counselling be required or recommended, because of the stress that may be produced by such an incident, counseling may be requested through the Employee Assistance Program.
4. It is recommended that an individual who believes that she or he has been sexually harassed may make a written complaint requesting the Superintendent, Employee Relations/Designate to attempt a resolution of the matter.

The written complaint shall specify the particulars of the incident(s) and the name(s) of person(s) involved. A copy of this written complaint is to be given to the accused within three days of receipt by the Superintendent, Employee Relations/Designate. Teachers should note their obligation under the regulation of the Teaching Profession Act, S. 18 (1) (b).

Duties of a Member to Fellow-Members

- 18 (1) A member shall, on making an adverse report on another member, furnish him/her with a written statement of the report at the earliest possible time and not later than three days after making the report.

All parties will ensure that a high degree of confidentiality concerning the incident is maintained.

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 both 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, both of which are options that can be exercised by the parties involved. The procedures outlined here will be suspended while such proceedings are taking place and are not intended to preclude rights under The Human Rights Code, 1992, or a collective agreement.

Step 1

- a) The Superintendent, Employee Relations/Designate will meet with the parties involved within ten (10) working days of receipt of the written complaint, with a view to reaching a resolution, within a reasonable period of time.
- b) Either party may be accompanied by another person, agent or representative of his/her choosing. This process provides the Superintendent, Employee Relations/Designate with an opportunity to resolve relatively straightforward complaints in an expeditious manner.
- c) If a resolution acceptable to both the parties involved is agreed upon, the issue will proceed no further.
- d) The Superintendent, Employee Relations/Designate's report of the resolution, signed by both parties, and a copy of the written complaint will be kept in a sealed envelope in the office of a Board-appointed solicitor.
- e) If no resolution is achieved, the complainant may proceed to Step 2.

Any aspects that are not satisfactorily resolved at Step 1 should go to Step 2 but should not negate what has been satisfactorily resolved at Step 1 to the complainant.

NOTE: The complainant, at any stage, may choose to withdraw the complaint.

Step 2

- a) The complainant may proceed to Step 2 in the following circumstances:
 1. in lieu of Step 1, at the option of the complainant;
 2. if Step 1 does not resolve the complaint;
 3. if the respondent does not agree to Step 1.
- b) The request to proceed to Step 2 shall be indicated in writing to an Associate Director of Education at any time after the incident/or within six (6) months after the failure to resolve the incident at Step 1. This will be communicated to the parties concerned as appropriate.

- c) The Director of Education will appoint a Complaint Resolution Committee consisting of an Associate Director and two Superintendents. (Every effort should be made to have representation of women and men on this Committee). Complaints at Step 2 will be heard by the committee within fifteen (15) working days of receipt of the request for Step 2.
- d) Either party may be accompanied throughout the proceedings by another person of her/his choosing. The Complaint Resolution Committee will conduct the meeting, by hearing presentations from both parties followed by questions for clarification purposes, if required. If further investigation is necessary, it will be conducted under the direction of the Complaint Resolution Committee.
- e) The Complaint Resolution Committee may decide in favour of either party. If a decision is made in support of the complainant, the Committee may recommend to the Director of Education that the Board take disciplinary action and other recommendations including, but not limited to, compensation for the complainant where the committee deems it warranted. The decision will be made and communicated in writing to the accused and the complainant within twenty (20) working days of the conclusion of the meeting. The Complaint Resolution Committee's report and the decision will be retained in a sealed envelope in the Office of a Board-appointed solicitor.

6. **Education Program**

The Board will take certain measures to assist the School Board Community in becoming aware of the Policy by:

- Distributing the policy in pamphlet form to all employees and volunteers in the system;
- Including the policy or a summary of the policy in all schools, employee and student handbooks/codes of behaviour;
- Posting the policy in highly visible areas in all board workplaces and ensuring that a telephone number is available for those seeking advice;
- Providing training to all Administrative Staff and requiring them to discuss/disseminate the Sexual Harassment Policy and Procedures to their staff at least once a year. Resources available should include posters, videos, pamphlets, etc.;
- Including the Policy and Procedures in GAP

APPENDIX "E"

EMPLOYEE WORKPLACE CONDUCT POLICY (GAP NO. 305)

All students and employees of the Dufferin-Peel Catholic District School Board have a right to be treated with respect. Any breach of the Child and Family Services Act, the Human Rights Code or the Criminal Code is a breach of Board Policy.

Complaint Procedure

If a student believes that he/she has been abused by a Board employee, the student should advise his/her Teacher or Principal. The complaint will then be handled in accordance with the Board's Child Abuse Policy i.e. any knowledge or allegation of abuse to any student of the Board must be referred to the Children's Aid Society immediately. (Bd, Policy 6.53)

If an employee has reason to be concerned with the conduct of another employee, that employee should follow the procedure of any appropriate Board policy that may apply and/or advise his/her Supervisor/Principal or the Superintendent of Employee Relations of the incident. The employee will be asked to submit a brief written statement indicating the date, time and the particulars of the incident.

An employee cited in a complaint will be entitled to receive a copy of the written complaint within 48 hours of the complaint being submitted. An employee may also contact his/her Union or Association for advice and appeal.

Investigation Procedure

The complaint will be investigated and resolved, if possible, by the official to whom the incident was reported. If an employee is dissatisfied with the resolution, at the Supervisor/Principal level, he/she may refer the complaint to the Superintendent of Employee Relations.

The complaint and investigation procedures should not be invoked or pursued at the same time as a parallel complaint before the Ontario Human Rights Commission or a grievance remains outstanding. The procedures outlined here will be suspended while such proceedings are taking place and are not intended to preclude rights under the Human Rights Code, 1981 or a collective agreement.

The Superintendent of Employee Relations will appoint someone who is acceptable to both parties to mediate the dispute.

The person cited in the complaint must be advised by the Board that a Union/Association official will be invited to the meeting. It will be the decision of the employee cited in the complaint to accept or refuse representation from his/her Union or Association.

If (1) a charge is laid by the Police (2) the Children's Aid Society verifies an abuse and places an employee's name on their Child Abuse Register or (3) a Human Rights Commission Hearing has been scheduled, the employee cited may be assigned to a position within another area/school or other action may be taken while the matter is pending.

Confidentiality

All written complaints will be treated in strict confidence and records of complaints will be kept in a sealed envelope in the office of a Board appointed solicitor.

N.B. Nothing in the procedure prevents an employee from exercising his or her rights under the Human Rights Code or the Criminal Code.

LETTER OF UNDERSTANDING NO. 1

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

LETTER OF UNDERSTANDING NO. 2

For purposes of section 3.050 of the collective agreement, 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 the Dufferin-Peel Elementary Unit will receive a list of all new hires by September 15.

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, the Dufferin-Peel Elementary Unit, will be consulted.

LETTER OF UNDERSTANDING NO. 5

It is understood that, in developing the tentative staffing model for the 2001-2003 school years, the LSSAC shall use as guidelines, the following staffing ratios:

Kindergarten to Grade 3	22.5:1
Grades 4 – 8	26.5:1

Teacher Librarians

<u>No. of Pupils</u>	<u>Staff</u>
0 – 399	.5
400+	1.0

The number of Teacher Librarians may be reduced by up to ten (10) FTE in order to meet the Board's budgetary requirements.

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 2001-2003 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 (Developmental Disability) [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 Professional Development Day, in the fall term.

LETTER OF UNDERSTANDING NO. 7

If subsequent legislation should have the effect that Teachers not presently bargained for by the Dufferin-Peel Elementary Unit 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 the Dufferin-Peel Elementary Unit 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 the Dufferin-Peel Elementary Unit.

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 establish a joint committee to study Wellness in relationship to Elementary Teachers. The committee will:

- (i) Review and identify areas of stress
- (ii) Develop recommendations
- (iii) Report to the Superintendent of Employee Relations by November 30, 2003

LETTER OF UNDERSTANDING NO. 13

The parties agree to institute a Joint Consultation Committee that would meet bi-monthly to review and discuss concerns.

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. 16

SCHOOL YEAR CALENDAR

It is understood that the parties are committed to the use of some Professional Development Days for the purpose of assessment and evaluation.

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

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 the Dufferin-Peel Elementary Unit to provide the best possible Catholic education for the children of this community, both the Unit and the Board will encourage teachers to provide as much resignation notice as possible.

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 one (1) early release day in each term to begin at the natural lunch break.

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

PREPARATION TIME

Both parties agree to establish a joint committee to review the allocation and the process for delivering preparation time. Recommendations will be provided through the Superintendent of Employee Relations to the Associate Director of Instructional Services by December 1, 2003.

LETTER OF INTENT NO. 3

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

ELEMENTARY TEACHER TRANSFER FLOW CHART 2003-2004

DATE	EVENT	ARTICLE
January 6	<u>Notice to all schools</u> : Teacher Transfer Policy and Procedures (3 copies) mailed to Principal.	
February 1	<u>Deadline</u> : REQUEST FOR GENERAL LEAVE application in writing to Superintendent of Human Resources.	7.070(b)
February 13	<u>Deadline</u> : REQUEST FOR PLACEMENT applications submitted to Teacher Personnel Coordinators, Consultants, elementary Teachers with 5 years or more experience in one school, including those returning from leave.	
March 15-19	MARCH BREAK	
March 24	Teachers surplus to school and known vacancies declared. Coordinators and Consultants whose terms are ending are identified.	15.016
April 2	<u>Principals</u> give notification of surplus in writing to the Teacher, Superintendent of Human Resources, Manager of Teacher Personnel and OECTA Unit.	15.017
BEFORE 3 ^d FRIDAY IN APRIL	Surplus Elementary Teachers and Coordinators are assigned.	15.018
April 16	Internal Posting #1	15.019
April 23	<u>Deadline</u> of application response	
April 30	<u>Principal</u> completes interviews	
May 7	Internal Posting #2	
May 14	<u>Deadline</u> of application response	
May 21	<u>Principal</u> completes interviews	
May 28	Internal Posting #3	
June 4	<u>Deadline</u> of application response	
June 11	<u>Principal</u> completes interviews	
	Further information can be obtained from your Principal or OECTA representative, and in the Board's Public Folder Human Resources – Teacher Personnel.	