

**DUFFERIN-PEEL CATHOLIC  
DISTRICT SCHOOL BOARD**

IN WITNESS THEREOF the Board and the Secondary Teachers have executed this collective agreement in accordance with Section 19 of Bill 62 to give effect to the award of Mediator/Arbitrator, Donald Carter dated January 12, 1999 pursuant to Bill 62. (See Appendix "F")

Signed on behalf of  
DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

Board Chairperson: *W. Adams*

Superintendent of  
Employee Relations: *E. Lewis*

Signed on behalf of  
THE SECONDARY TEACHERS'  
NEGOTIATING COMMITTEE:

Bargaining Agent *Jeffrey Himer*

ENTERED  
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**ELECTED REPRESENTATIVES OF THE BOARD**

Chair	K. Adamson	
Vice Chair	A. Peters	
Trustees	A. Casuga	E. O'Toole
	R. Falco	S. Scerni
	B. Iannicca	A. Steffler
	J. Meany	L. Zanella
	P. Meany	

**ELECTED REPRESENTATIVES OF THE  
DUFFERIN-PEEL SECONDARY UNIT**

President	B. Commeford
Past President	W. Cornack
1st Vice President	A. Murphy
2nd Vice President	B. Heffernan
Treasurer	K. O'Dwyer
Recording Secretary	M. Garon
Councillors	M. Bettiol
	G. Connolly
	O. Faraone
	A. Faye
	C. Laforet
	S. Williams

## **ADMINISTRATION**

Director of the Board and Secretary of the Board	<b>M.G. Bator</b>
Associate Director, Corporate Services	<b>T.P. Miller</b>
Associate Director, Instructional Services	<b>J.W. Watts</b>
Superintendent of Planning and Development	<b>J. Melito</b>
Superintendent of Employee Relations	<b>V.A. Nichilo</b>
Superintendent of Human Resources	<b>J. Kostoff</b>
Superintendent of <b>Finance</b>	<b>J.D. Fitzgibbon</b>
Superintendent of Program	<b>B.G. Williams</b>
Superintendent of Schools	<b>B. Bar-net</b>
	<b>L. Intini</b>
	<b>E. McGuire</b>
	<b>M. McPhee</b>
	<b>K.P. O'Connor</b>
	<b>A. Sheppard</b>

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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  
SECONDARY SCHOOL TEACHERS  
EMPLOYED BY THE BOARD

(hereinafter called "the  
Dufferin-Peel Secondary Unit")

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## PREAMBLE

WHEREAS it is the goal of the Board and the Dufferin-Peel Secondary Unit representing the secondary teachers to provide within the Board's ability to finance, the best possible Catholic educational service for the separate school students attending its secondary schools in the Regional Municipality of Peel and the County of Dufferin;

AND WHEREAS to achieve that goal it is essential that the Board and its Teachers maintain the harmonious relationship which exists 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 Secondary 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 secondary schools or to perform duties in respect of such schools all or most of the time.

**1.020** The terms of this Agreement shall apply to all Teachers, as defined in Article 1.010, while in the employ of this Board, unless specifically stated otherwise.

**1.022** For the purposes of contract interpretation:

- (a) Schools **organized** on a Grade 9 - Grade 12 OAC basis, or part thereof, shall be referred to as "Secondary Schools"
- (b) Students in Grade 9 - Grade 12 OAC and TR/DH students at the secondary level shall be referred to as "Secondary Students".

**1.025** "Position of Responsibility" shall mean Department Head, Assistant Department Head, Coordinator or Consultant.

**1.026** 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.

**1.027** A probationary period shall be a period of two (2) years where the teacher has less than three (3) years of experience as a teacher in Ontario and one (1) year where the teacher has at least three (3) years of experience as a teacher in Ontario.

**1.030** The Teachers recognize and accept that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board and to determine educational policies.

**1.030 A** Without prejudice to the Board's rights under Article 1.030, it is agreed that:

- (i) the Board has the right to make, change and enforce reasonable rules and regulations; and
- (ii) the Board has the right and obligation to implement all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the Province of Ontario.

**1.030B** The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and the Dufferin-Peel Secondary Unit concerning any matter.

**1.031** This Agreement is subject to the provisions of the Ontario Labour Relations Act and the Education Act.

**1.032** 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.

**1.033** No Teacher who has successfully completed the probationary period shall be disciplined, demoted or discharged without just cause.

**1.034** 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) therefor, and shall give such Teacher an opportunity to respond before the Board of Trustees makes its decision upon the recommendation.

**1.035** (a) The Board and the Dufferin-Peel Secondary 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 representative of the Dufferin-Peel Secondary Unit and if the teacher so requests, shall have the right to the presence and assistance of a representative. Absence of a representative from any such meeting shall not invalidate any discipline that may be imposed.

**1.036** (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 Secondary Unit. The respective amounts shall be determined by O.E.C.T.A. and the Dufferin-Peel Secondary Unit in accordance with their respective constitutions and by-laws.

- (b) Prior to August 15 of the school year in which the payroll deductions are to be made, O.E.C.T.A. and the Dufferin-Peel Secondary Unit shall inform the Board of the amounts to be deducted. The respective amounts to be deducted shall not be altered during the school year in which the deductions are made.
- (c) The O.E.C.T.A. fee deducted in 1.036 (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.
- (d) The Dufferin-Peel Secondary Unit levy, if any, shall be remitted to the Treasurer of the Dufferin-Peel Secondary Unit on or before the 15th day of the month following the date on which the deductions were made.
- (e) O.E.C.T.A. and /or the Dufferin-Peel Secondary 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 levy in accordance with 1.036 (a), 1.036 (b), 1.036 (c) and 1.036 (d).

#### **ARTICLE 2 - DURATION AND RENEWAL**

**2.010** This Agreement shall have effect from ~~September 1, 1998~~ up to and including August 31, 2000, and from year to year, thereafter unless either party gives to the other party notice, in writing, within the one hundred and twenty (120) 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, 1995, to August 31, 1997 Agreement, and the one (1) year extension there-to.]

**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 or renew a collective agreement.

**2.030** When notice of desire to bargain has been delivered in accordance with this Agreement, the Board shall make available to the executive of the Dufferin-Peel Secondary Unit, within two (2) weeks thereafter, the qualifications, experience, benefits received, ~~scattergrams~~ indicating the manner of calculation, and salary of each Secondary School teacher employed by the Board on or by January 1st 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 Secondary Unit or designate regarding the provision of the information referred to in this section shall be directed to the Superintendent of Human Resources.

### **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 five (5) months of the date of commencing employment with the Board ("the commencement date"), 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 five (5) months' period referred to above.

### **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 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 I, 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. or O.C.S.T.A. Religious Education Course Part I.

(c) Notwithstanding paragraph (a) above, a Teacher who is hired after the deadline for acceptance into the Religious Education Course Part I 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/her discretion, exempt a Teacher from the above provision.

#### **ARTICLE 4 - PLACEMENT**

- 4.001** a) All previous qualified teaching experience to the maximum for category placement on the Teachers' salary grid will be credited. The increments lost during the Social Contract will be reinstated according to the following schedule: the experience gained during the 1995-96 school year will be recognized effective September 1, 1996; the experience gained during the 1993-94 school year and experience gained during the 1994-95 school year will be recognized effective January 1, 1997.
- 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 under contract 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; 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 school 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.

- 4.002** 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
- 4.003** Notwithstanding Article 4.001 (b) (iii), a Teacher shall be given credit for experience gained in an Ontario Community College as an instructor of technological studies if the Teacher is teaching a subject in the area of technological studies with the Board.
- 4.010** "Accredited University" means a University offering an acceptable University Degree as defined in Ontario Regulation 297, R.R.O. 1990, as amended.

**4.011** The placement of Teachers shall be determined in accordance with the Teacher's Qualifications Evaluations Program 3 (hereinafter referred to as "Q.E.C.O. 3").

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. 3.

**4.012** Ontario Certificates only are included in the definition of levels.

**4.014** 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,

**4.015** 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.

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

**4.017** Except as specifically provided for 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)

- 4.018** 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 September 1st of that year, provided that such Teacher notifies the Board, in writing, with receipt of proof of change within five (5) months of the date the Teacher commenced work after qualifying for the higher level. Otherwise, any salary adjustments shall be effective when proof of qualifications and experience is submitted. The Board has the discretion to extend the deadline in extenuating circumstances, caused by the QECO procedures, where the Teacher has provided the Board with evidence that QECO has received the relevant information prior to November 30.
- 4.019** 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.
- 4.020** 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).

#### **4.021 Method of Payment**

1. Documentation

All newly-hired employees must be fully documented prior to commencement of work. All payments will be deposited directly in the Teacher's bank account.

2. Annual Salary

Annual salary shall be as determined by this 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:

### 1998-1999 BI-WEEKLY PAY SCHEDULE

<b>Pay Days</b>		<b>Portion of Annual Salary</b>
September	10, 1998	1/26
	24	1/26
October	8	1/26
	22	1/26
November	5	1/26
	19	1/26
December	3	2/26
	17	1/26
	31 *	1/26
January	14, 1999	1/26
	28	1/26
February	11	1/26
	25	1/26
March	11	1/26
	25	1/26
April	8	1/26
	22	1/26
May	6	1/26
	20	1/26
June	3	1/26
	17	1/26
	30 (Wed.)	4/26

\* The pay stubs for the December 31 pay date will be in the schools on January 4, 1999;



**1999 - 2000 BI-WEEKLY PAY SCHEDULE**

<b>Pay Days</b>		<b>Portion of Annual Salary</b>
September	9, 1999	1/26
	23	1/26
October	7	1/26
	21	1/26
November	4	1/26
	18	1/26
December	2	2/26
	16	1/26
	30*	1/26
January	13, 2000	1/26
	27	1/26
February	10	1/26
	24	1/26
March	9	1/26
	23	1/26
April	6	1/26
	20	1/26
May	4	1/26
	18	1/26
June	1	1/26
	15	1/26
	29	4/26

\* The pay stubs for the December 30 pay date will be in the schools on December 23, 1999.

**ARTICLE 5 - SALARY GRIDS AND ALLOWANCES**

**5.010 Teachers' Salary Grid for September 1, 1998 to August 31, 1999**

YRS EXP	LEVEL 3	LEVEL 4 A1	LEVEL 5 A2	LEVEL 6 A3	LEVEL 7 A4
0	27,828	31,200	32,972	37,071	39,204
	29,794	<del>33,210</del>	35,035	39,204	41,323
2	31,828	<del>35,356</del>	37,071	41,323	43,442
3	33,920	37,462	39,204	43,442	45,534
4	36,053	39,524	41,323	45,534	47,667
5	38,145	41,629	43,442	47,667	50,035
6	40,236	43,777	45,534	49,800	52,403
7	42,326	45,799	47,667	51,905	54,771
8	44,460	47,946	49,800	53,968	57,139
9	45,707	50,064	51,905	56,018	59,506
10	47,656	52,951	54,778	58,080	61,875
11				61,045	65,207

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Certified Teachers not eligible for Level 3 shall be paid \$31,828

**Teachers' Salary Grid for September 1, 1999 to August 31, 2000**

YRS EXP	LEVEL 3	LEVEL 4 A1	LEVEL 5 A2	LEVEL 6 A3	LEVEL 7 A4
	28,106	<del>31,512</del>	33,302	37,442	39,596
	30,092	33,542	35,385	39,596	41,736
2	32,146	35,710	37,442	41,736	43,877
3	34,259	37,837	39,596	43,877	45,989
4	36,413	39,920	41,736	45,989	48,144
5	38,526	42,045	43,877	48,144	50,536
6	40,639	44,215	45,989	50,298	52,927
7	42,749	46,257	48,144	52,424	55,319
8	44,905	48,425	50,298	54,508	57,710
9	46,164	50,564	52,424	56,578	60,101
10	48,132	53,481	55,326	58,661	62,493
11				61,656	65,859

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Certified Teachers not eligible for Level 3 shall be paid \$32,146

**5.040 Consulting Staff**

Responsibility Allowance:  
Effective Sept. 1/95

Co-ordinator	\$6,570
<b>Consultant</b>	4,365
Department Head	4,437
Asst. Dept. Head	2,187

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

Percentage of time worked as a consultant	Responsibility X allowance for a consultant.
---	--

**5.051** (a) 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.

(b) A Teacher who has been assigned to a position of responsibility in an acting capacity pursuant to subsection 5.051 (a) shall, on completion of that assignment, subject to the in-school surplus and redundancy provisions of this Agreement, return to the position he/she held prior to such assignment.

**5.060** Teachers holding post-graduate degrees shall be paid an allowance of \$616 (Sept. 1/95) for each post-graduate degree provided the degree or any part thereof is not used in the Teacher's Q.E.C.O. 3 rating.

**5.070** 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 as per the collective agreement of September 1, 1978 to August 31, 1979, will continue to receive this allowance only if the Teacher remains teaching without interruption in the Teacher's special area. A new or presently employed Teacher who enters teaching in one of those specialized areas will not be paid a special allowance.

**5.080** Teachers on permanent supply (Supernumeraries) shall be paid their salaries according to their level and experience.

**5.090** Where Teachers are required to travel in the performance of their duties, they shall be reimbursed at the rate of \$0.30 per km.

**5.093** If the Board establishes a position of responsibility not covered by this Agreement, the Dufferin-Peel Secondary 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 Secondary 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 under-noted 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, 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	Board share of
time worked by X	premium cost for
part-time Teacher	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 24 months for adults and \$150 every 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 year O.D.A. Fee Guide including, maximum orthodontic \$3,000, maximum individual dental \$2,000, including g-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 executive of the Dufferin-Peel Secondary 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.

**6.020** Any E.I. rebates to which Teachers are entitled shall be paid over to the Treasurer of the Dufferin-Peel Secondary Unit. The Dufferin-Peel Secondary Unit agrees to indemnify and save harmless the Board from any and all consequences of paying the 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.

**6.022** 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**

##### **7.011 Cumulative Sick Leave Plan**

Pursuant to the Education Act, R.S.O. 1990, Sections 179-180, Chapter E.2, the Board has established a plan of sick leave credit for employees. Under these terms 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.

**7.012** 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.

**7.013** 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.

**7.014** (a) Where a Teacher commences employment after September 1st in any year, for the purpose of sub-section 7.011 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.

(b) Part-time Teachers shall be entitled to sick leave credits in accordance with Article 7.014 (a) above on a pro-rated basis.

**7.015** 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.

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

**7.017** 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.

**7.018** (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 official within ten (10) working days of the request. Any such request 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.

**7.019** (a) The Director of Education 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.

- (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 a spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian.

- (ii) A Teacher shall be granted leave of absence up to a maximum of two (2) days by reason of a death in the Teacher's family to attend the funeral. This will be in the case of the death of an uncle, aunt, grandparent, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew.

**7.020 Retirement Gratuity**

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

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

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

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

- A = Cumulative Sick Leave at pension or death
- B = Average salary of the best three (3) years of service with this Board.
- C = 2% for each additional year beyond ten (10) years of service with this Board.

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

**7.030 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 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.

**7.041** 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.

**7.050** (a) At the request of the Dufferin-Peel Secondary Unit, the Board shall grant leaves of absence with pay and benefits for up to two (2) Teachers to be used by the President and/or other officer of the Dufferin-Peel Secondary Unit for the duration of their respective terms of office, provided the Dufferin-Peel Secondary Unit reimburses the Board for the salary and benefits of the Teachers involved. The salary of the President of the Dufferin-Peel Secondary Unit shall be based on the amount prescribed in the Dufferin-Peel Secondary Unit by-laws.

(b) The leave shall commence at either the beginning of classes following summer vacation or semester break, 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

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 Secondary Unit.

- (d) Seniority, experience and the accumulation of sick leave credits shall continue during the leave.

**7.052** Upon request of the Dufferin-Peel Secondary 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 or sick leave credits or benefits, provided that the Dufferin-Peel Secondary Unit reimburses the Board for the salary involved. Such leaves shall not exceed two (2) consecutive school days unless mutually agreeable to the Director of Education and the Dufferin-Peel Secondary Unit.

**7.053** 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.

**7.060** Pregnancy and Parental Leave will be in accordance with the Employment Standards Act (see Appendix "B")

**7.061** (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, the first school day of the second semester, or (in the case of a non-semestered school) 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 or a Teacher who is granted an extended leave under section 7.061 (a) shall, subject to the in-school surplus and redundancy provisions of this Agreement, return to the same school.

**7.062** A Teacher, who adopts a child and who has successfully 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 7.061 above.

**7.063** 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.

**7.064** From and after December 20, 1990, time granted for pregnancy leave and/or parental leave under the Employment Standards Act shall be credited towards teaching experience to a maximum of thirty-five (35) weeks.

**7.065** 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.

**7.067** Any Teacher who proposes to become a candidate in a provincial or federal election may apply in writing to the Director of Education or his designate for 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 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.

**7.068** (a) At the Board's discretion, a Teacher who has successfully completed his/her probationary period may be granted a leave of



absence without pay for one (1) full school year, or one (1) semester, for personal reasons such as study, and/or travel, or the care of a family member.

- (b) Applications must be made in writing to the Superintendent of Human Resources and must be received not later than March 1 of the school year immediately prior to the school year in which the leave is to commence (or October 1 for a leave in the second semester).
- (c) The Teacher shall have the option of assuming the full costs of the benefit premiums as outlined in Article 6 of this Collective Agreement except for the Long Term Disability coverage as set out in Article 6.016. No Teacher on leave shall receive Long Term Disability coverage through the Board's benefit plan.

#### **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" shall be as defined in the Ontario 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 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, Employee Relations, or the Superintendent’s designate.
- (ii) The grievance must be submitted within ten (10) working days after the Teacher first became 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 circumstance 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, Employee Relations or the Superintendent’s designate, shall meet with the Association within ten (10) working days to dis-

cuss the grievance. This will be followed up with a written response as soon as possible but no longer than five (5) days after the grievance meeting.

- (iv) The **grievor** may be accompanied by a representative of the Dufferin-Peel Secondary Unit.

**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 a senior management committee appointed by the Chairperson of the Board.

The Management Committee shall meet with the Association within ten (10) working days after submission of the grievance to hear the grievance. This will be followed up with a written response as soon as possible, but no more than **five (5)** 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 the Board for presentation at the next regularly scheduled meeting in Committee of the Whole.
- (ii) The **grievor** may be accompanied by up to three (3) representatives of the Dufferin-Peel Secondary Unit.
- (iii) The Board shall reply in writing within five (5)

working days following the meeting in Committee of the Whole to which the grievance was referred.

- (iv) If the Teacher initiating the grievance is not satisfied with the reply at Step 3, 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 Secondary Unit may process a grievance affecting a Teacher or a group of Teachers. The grievance shall be signed by the appropriate grievance officer(s) of the Dufferin-Peel Secondary Unit, and shall be processed at Step 2 of the grievance procedure as outlined in Article 9.015. Upon agreement of the parties, such grievances may be processed at Step 1.

**9.017** The Board may process a grievance alleging a violation by either, or both, of the Dufferin-Peel Secondary Unit, its officers, a Teacher or a group of Teachers, by referring the grievance in writing to the President of the Dufferin-Peel Secondary Unit. The Dufferin-Peel Secondary 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 Secondary 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 Dufferin-Peel Secondary Unit's 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 griev-

ance 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 to arbitration. A grievance must be referred to arbitration 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 appoint-

ment 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** Secondary Unit mutually agree that a particular grievance might be arbitrated by a single arbitrator, and if the Board and the **Dufferin-Peel** Secondary 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 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** Any matter in regard to which a Teacher may have a right to apply for a Board of Reference shall not be subject to the Grievance Procedure, nor shall it be **arbitrable**, unless and until a Board of Reference has been refused, and a grievance has been launched within ten (10) working days of any such refusal.

**10.020** 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.

**10.021** Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act, 1995.

#### **ARTICLE 11 - 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 Teachers' sick leave credits, on a pro rata basis.

#### **ARTICLE 12 - SABBATICAL LEAVE AND DEFERRED SALARY LEAVE**

**12.010** Sabbatical Leave shall be distinct from and exist independently of the Cumulative Sick Leave Plan.

**12.011** Sabbatical Leave may be granted to Teachers for the purpose of study and/or research,

upon approval of the Board on the recommendation of the Director of Education after each seven (7) year period of teaching experience with the Board.

**12.012** Teachers who are granted Sabbatical Leave are to receive 80% of the salary of the applicant and the fees for the course.

**12.013** Teachers are to be credited with the salary increase for that year and are to be required to teach for the Board for at least three (3) years after returning from Sabbatical Leave. On their return, Teachers will be assigned to their previous position or a comparable one.

**12.014** The candidate who will receive Sabbatical Leave and the time the candidate will go on Sabbatical Leave are the final decision of the Board.

**12.015** The Teacher desiring Sabbatical Leave shall apply in writing to the Board on or before January 15<sup>th</sup> for the following September, giving reasons and details regarding the purpose of the proposed leave.

**12.016** The Board will inform the applicant of its decision by March 31<sup>st</sup> of that year or sooner if possible.

**12.017** The Board shall reserve the right to withhold or limit the granting of requests for Sabbatical Leave.

#### **12.030 DEFERRED SALARY LEAVE PLAN**

**(1)(a) DESCRIPTION:**

The Deferred Salary Leave Plan has been developed to afford secondary teachers the opportunity of taking a one (1) school year or a one (1) semester 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 to teachers on the basis of spreading:

For leaves of one year -  
five years' salary over six years ("5/6 plan"),  
or  
four years' salary over five years ("4/5 plan"),  
or  
three years' salary over four years ("3/4 plan")  
or  
two years' salary over three years ("2/3 plan").

For leaves of one semester -  
four semesters' salary over five semesters  
("2 over 2 1/2 plan"), or  
five semesters' salary over six semesters  
("2 1/2 over 3 plan"), or  
six semesters' salary over seven semesters  
("3 over 3 1/2 plan"), or  
seven semesters' salary over eight semesters  
("3 1/2 over 4 plan"), or  
eight semesters' salary over nine semesters  
("4 over 4 1/2 plan"), or  
nine semesters' salary over ten semesters  
("4 1/2 over 5 plan"), or  
ten semesters' salary over eleven semesters  
("5 over 5 1/2 plan"), or  
eleven semesters' salary over twelve semesters  
("5 1/2 over 6 plan").

- (i) A teacher shall not be permitted to transfer between plans, and the leave of absence shall commence on September 1 of the:  
sixth (6th) year (in the case of the "5/6 plan"), or  
fifth (5th) year (in the case of the "4/5 plan"), or  
fourth (4th) year (in the case of the "3/4 plan"), or  
third (3rd) year (in the case of the "2/3 plan"), or

fifth (5th) semester (in the case of the "2 over 2 1/2 plan"), or  
seventh (7th) semester (in the case of the "3 over 3 1/2 plan"), or  
ninth (9th) semester (in the case of the "4 over 4 1/2 plan"), or  
eleventh (11th) semester (in the case of the "5 over 5 1/2 plan"),  
from the commencement of the teacher's participation in the plan.

- (ii) The leaves shall begin on the first day of the second semester (as defined by the Modified School Year Calendar) of the:  
sixth (6th) semester (in the case of the "2 1/2 over 3 plan"), or  
eighth (8th) semester (in the case of the "3 1/2 over 4 plan"), or  
tenth (10th) semester (in the case of the "4 1/2 over 5 plan"), or  
twelfth (12th) semester (in the case of the "5 1/2 over 6 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 into 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 two (2) Trustees, one (1) Superintendent of Schools, two (2) Dufferin-Peel Secondary Unit members.
- (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 by the Superintendent of Human Resources 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 the years or semesters preceding the year or semester leave, a teacher will be paid an appropriate portion of his/her grid salary and any applicable allowances as

per section 12.031. The remaining amount shall be retained by the Board to be paid to the teacher in the year or semester of the leave, in accordance with paragraph 2(d).

- (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 in the deferred salary leave plan shall be placed in an account with a chartered Canadian bank (acting as agent). Throughout the teacher's participation in a deferred salary leave 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 a deferred salary leave 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 the Teachers' Collective Agreement; and
  - (ii) the last pay day in December of each year occurring after the date specified in (i) above.
- (d) Participants in the deferred salary leave plan shall elect before June 30th of the year of their leave which commences September 1, 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 4.021 in the Teachers' Collective 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 in which the leave begins.

Participants in the semestered leave plan shall elect for either option (i) or (iii) above. For semestered leaves which commence in the second semester, participants shall elect their choice by November 30th preceding 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 paragraph 2 (d)(i) 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 by the 15th of the month following the last bi-weekly payment;
  - (ii) a teacher who elected in accordance with paragraph 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; and

(iii) a teacher who elected in accordance with paragraph 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 period 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 paragraph 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 3 (a) 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 leave, the teacher shall return to duty with the Board for a period that is not less than the period of the leave of absence. 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 the Teachers' Collective Agreement.
- (b) Upon return from leave, a Teacher shall, subject to the in-school surplus and redundancy provisions of this Agreement, return to the same school.

**(5) WITHDRAWAL FROM THE PLAN OR POSTPONEMENT OF LEAVE:**

- (a) Withdrawal from the plan may be permit-

ted 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 Boards 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 employee. The determined cost for withdrawal from the plan has been set at \$240.00.
- (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 paragraph 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 paragraph 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 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 Secondary 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.

**12.031 Approximate Percentage of Deductions:**

16.7% in the case of the 5/6 plan, or  
20% in the case of the 4/5 plan, or  
25% in the case of the 3/4 plan, or  
33 1/3% in the case of the 2/3 plan, or  
20% in the case of the 2 over 2 1/2 plan, or  
16.7% in the case of the 2 1/2 over 3 plan, or  
14.3% in the case of the 3 over 3 1/2 plan, or  
12.5% in the case of the 3 1/2 over 4 plan, or  
11.2% in the case of the 4 over 4 1/2 plan, or  
10% in the case of the 4 1/2 over 5 plan, or  
9% in the case of the 5 over 5 1/2 plan, or  
8.4 % in the case of the 5 1/2 over 6 plan.

**ARTICLE 13 - WORKING CONDITIONS**

**13.012** The organization of a Secondary School may be by subject departments or other organizational units as described by Regulation 298.

**13.013A** Effective September 1, 1999, it is the intent of the Board to allocate Department Heads to Secondary Schools with a total enrolment of seven-hundred (700) or more according to the following criteria:

- a) a minimum appointment of eight (8) Department Heads for each such Secondary School. Four (4) of the appointments shall be made from the following

areas: English, Mathematics, Science, and Religion/Theology. The remaining four (4) appointments shall be made from the following subject areas: Moderns, Social Science, Special Education, Guidance, Business, Technological Studies, Library, Cooperative Education, Physical Education, Music, Art, Computer Studies, History, Geography, Family Studies, Computers in Education, or English as a Second Language (ESL); and,

- b) additional Department Heads shall be appointed according to the following menu:

<u>Enrolment Additional</u>	<u>Department Heads</u>
1101 - 1400	1
1401 - 1600	2
1601 - 1800	3
1801 - 2000	4
2001 - 2200	5
2201 +	6

Such additional Department Heads shall be selected from the subject areas enumerated in clause (a) above or such other subject areas as the Principal might deem advisable.

**13.013 B** Effective September 1, 1999, it is the intent of the Board to allocate Department Heads to Secondary Schools with a total enrolment of five hundred (500) to six hundred and ninety-nine (699) students according to the following criteria:

a minimum appointment of seven (7) Department Heads for each such Secondary School. Four (4) of the appointments shall be made in the following areas:

English, Mathematics, Science, and Religion/Theology. The remaining three (3) appointments shall be made from the following subject areas: Moderns, Social Science, Special Education, Guidance, Business, Technological Studies, Library, Cooperative Education, Physical Education, Music, Art, Computer Studies, History, Geography, Family Studies, Computers in Education or English as a Second Language (ESL).

**13.013 C** Until a new collective agreement is reached, it is understood that the number of Department Heads appointed under Article 13.013A, 13.013B and Letter of Understanding #3 will not exceed the number of Department Heads funded pursuant to the funding model.

**13.014 A** One (1) Assistant Department Head shall be appointed for each **organizational** unit/department which has forty (40) or more full credit sections.

**13.014 B** A second Assistant Department Head shall be appointed for each **organizational** unit/department which has eighty (80) or more full credit sections.

**13.014 C** An Assistant Department Head shall be appointed for the Physical Education Department of each school that has five hundred (500) or more students but less than forty (40) full credit sections.

**13.014 D** (a) Effective September 1, 1995, for all **organizational** units/departments which have credit sections, Assistant Department Heads shall be appointed on the following basis in lieu of the "credit sections" basis set out in sections 13.014 A, 13.014 B and 13.014 C:

(i) One (1) Assistant Department Head shall be appointed for each

such organizational unit/department which requires six and two-thirds (6 2/3) or more Full-Time Equivalent ("FTE") Teachers

- (ii) A second Assistant Department Head shall be appointed for each such organizational unit/department which requires thirteen and one-third (13 1/3) or more FTE Teachers.
- (b) For purposes of clarity it is understood and agreed that a teacher, or combination of teachers, teaching a daily average of three (3) 80-minute periods in a semestered school (or equivalent in the case of a non-semestered school) in a particular organizational unit/department shall be regarded as one (1) FTE teacher in that organizational unit/department.

**13.014 E** Effective September 1, 1999, the operation of Articles 13.014 A, 13.014 B, 13.014 C and 13.014 D shall be suspended until a new collective agreement is entered into between the parties.

**13.015** In addition to the Assistant Department Heads defined in Article 13.014, effective September 1, 1989, each Secondary School shall receive one (1) additional Assistant Department Head to be appointed by the Principal according to the agreed upon guidelines appended to this Collective Agreement. (see Appendix "E")

Effective September 1, 1999, the operation of Article 13.015 shall be suspended until a new collective agreement is entered into between the parties.

**13.016** All existing Department Heads in Secondary Schools shall be required to be fully- qualified by September 1,1990.

**13.017** New Department Heads or Assistant Department Heads shall have the qualifications set out in Regulation 298, section 14 except in the case of Acting Department Heads or Acting Assistant Department Heads who shall have qualifications as determined by the Board.

**13.018 A** No classroom Teacher in a secondary school will be required to teach more than a daily average of three (3) 80-minute periods in a semestered school (or equivalent in the case of a non-semestered school).

**13.018 B** A Teacher shall be consulted prior to being assigned bi-level or multi-grade classes in order that recognition of, and adjustments for, any additional workload associated with such classes may be given consideration.

**13.019** The Teacher charged with the responsibility for a subject area or **organizational** unit shall have a maximum workload of one (1) class section less than a normal schedule for the purposes of administration in that subject area or **organizational** unit.

Effective September 1, 1999, the operation of Article 13.019 shall be suspended until a new collective agreement is entered into between the parties.

**13.020 A** Teachers shall be "on call" for twenty (20) minutes per day or its equivalent per month for supervisory duties as determined by the Principal.

**13.020 B** A teacher's time table shall show those periods of time scheduled for "on call" and lunch.

**13.020 C** Part-time teachers shall be "on call" in accordance with Article 13.020 A on a pro-rated basis.

**13.040** Every Teacher shall receive a continuous and uninterrupted forty (40) minute lunch exclusive of the allotted planning, preparation, and evaluation time.

**13.041** In the event that Teachers 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 Teachers in the event that legal action arises from the provision of these services.

**13.050 A** Secondary Schools shall be staffed on a system-wide basis at a pupil-teacher ratio of 17.63:1 as of September 30. For purposes of calculating the number of teachers generated, the full-time equivalent enrolment as of September 30 in the Secondary Schools under the jurisdiction of the Board will be divided by 17.63.

Effective September 1, 1997, Secondary Schools shall be staffed on a system-wide basis at a pupil-teacher ratio of 17.91:1. For purposes of calculating the number of teachers generated, the full-time equivalent enrolment as of September 30 in the Secondary Schools under the jurisdiction of the Board will be divided by 17.91.

**13.050 B** No individual Secondary School shall be staffed at a pupil-teacher ratio greater than 18.31: 1 as of September 30, 1995.

Effective September 1, 1997, no individual Secondary School shall be staffed at a pupil-teacher ratio greater than 18.60:1.

**13.050 C** For clarity, it is understood that the number of Teachers required to meet the **staffing** ratios is inclusive of E.S.L. Teachers and Store-Mart Teachers, but exclusive of Principals, Vice-Principals and TR/DH Teachers.

**13.051 A** The staff allocation committees described in clauses 13.051 B and 13.051 C below shall be used to assist in the allocation of teachers generated by Article 13.050.

**13.051 B** There shall be established a Secondary Staffing Advisory Committee (SSAC) composed of three (3) representatives of the Board, one (1) of whom shall be the Associate Director, Instructional Services, (or designate), and three (3) representatives of the Dufferin-Peel Secondary Unit.

Meetings shall be chaired by the Superintendent, Human Resources, (or designate). The SSAC shall be convened by the Chair, not later than 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 thereto by the party requesting the meeting. The function of the committee shall be to advise the Associate Director, Instructional Services on the deployment to individual secondary schools of staff allocated to the secondary system.

**13.051 C** Each Secondary School shall have a Staff Allocation Advisory Committee (SAAC).

The committee (SAAC) shall consist of:

- (a) the Principal, who shall chair the committee,
- (b) the Vice-Principal (or designate) responsible for timetabling,
- (c) one (1) Department Head elected by the school Department Heads by November 15. It is understood that Assistant Department Heads are not eligible for this position.
- (d) two (2) Teachers as elected by the staff at a general staff meeting by November 15,
- (e) one (1) of the O.E.C.T.A. School Representatives.



The Principal shall provide to the committee a statement of the number of Teachers allocated to the school. The committee shall also be provided with the total enrolment in each course as per option sheets and other staffing assignment needs.

The function of the committee (SAAC) shall be to advise the Principal with respect to assigning staff within the school to deal with such matters as:

- school staffing priorities;
- the development of the tentative staffing model for the following school year;
- teacher instructional workload distributions and instructional assignments, which include cooperative education assignments;
- the school supervision arrangements.

**13.051 D** Within the limits of the number of Teachers allocated to their schools pursuant to Article 13.050 and 13.051, Principals, with the advice of the SAAC, shall staff their schools using as a guideline for staff assignment Pupil Teacher Contacts (PTC) of 175 full credit students (or equivalent) or less per year for each full-time secondary Teacher. Notwithstanding, the PTC guideline of 175, it is recognized that there are situations where that number may be exceeded.

**13.052** Board procedure with regard to Integration of Identified Exceptional Children as stated in G.A.P. and as administered by the Board during the 1992-93 school year will be in effect during the duration of this agreement.

**13.053** 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.

**13.060** A Teacher shall have access during normal business hours to the Teacher's 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, the Teacher may appeal the matter to a member of Senior Staff designated by the Director of Education. 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.

**13.061** 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.

**13.063** 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.

#### **ARTICLE 14 - IN-SCHOOL SURPLUS**

**14.011** "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 caused by student option selections, or
- (iii) the reduction or elimination of program.

Such positions shall be termed "surplus positions".

**14.012** This Article is subject to the rights of Teachers under the Education Act.

**14.013** Each school Principal shall make every effort to assign a full timetable for the following school year to all Teachers currently assigned to the school.

**14.014** Where a reduction of staff is necessary due to in-school surplus, reductions will be made in the following order:

- i) Teachers on short-term occasional assignments
- ii) retirements/resignations
- iii) subject to section 14.017 below, reverse order of "seniority" as defined by section 14.015.

**14.015** For purposes of this Article:

- (a) For Teachers who are employed in secondary schools by August 31, 1991,

seniority shall mean the continuous service with the Board or any of its predecessor Boards.

- (b) For Teachers who are newly employed/assigned to secondary schools after August 31, 1991, seniority shall mean continuous secondary service with the Board.
- (c) A Teacher who is assigned from the elementary panel to a secondary school after August 31, 1991 and prior to August 31, 1994 shall upon completion of three (3) years of secondary teaching experience, have all years of service with the Board credited as seniority.
- (d) "Continuous secondary 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.
- (e) In no seniority calculation shall any Teacher receive more than one (1) year of credit for any single school year.

**14.016** In every instance in which two (2) or more members of the Dufferin-Peel Secondary Unit are initially found to have equal seniority, as defined by section 14.015, the following shall be used as tie breakers:

- i) total seniority with this Board or any of its predecessor Boards, and, where equal;
- ii) total service in that school, and, where equal;
- iii) total secondary teaching experience under contract with other school

- boards, and, where equal;
- iv) qualifications as reflected by placement on the salary grid, and, where equal;
- v) by lot, conducted jointly by the parties.

**14.017** 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.

**14.018** In-school surplus staff for the following school year shall be declared by the third Friday in February. The President of the Dufferin-Peel Secondary 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.

- 14.019** (a) 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. Two (2) copies shall be directed to the O.E.C.T.A. school representatives. One (1) copy of the list shall be displayed upon a staff room bulletin board.
- (b) The seniority list shall consist of the names of the Teachers in the Dufferin-Peel Secondary Unit in decreasing order of seniority according to section 14.015.

- 14.020** (a) By October 1st of each school year, the Board shall post initially in secondary schools known existing vacant department headship positions in schools to be opened in the next school year and in schools which will be adding a grade in the next school year
- (b) (i) By November 15th of each school year, the Board shall post in secondary

schools only, known existing vacant teaching positions in schools to be opened in the next school year and in schools which will be adding a grade in the next school year.

- (ii) Vacant teaching positions that are not filled as a result of the posting referred to in clause (i) above, shall be held for the possible placement of Teachers who are declared surplus under subsection 14.020 (g).
- (iii) Vacant teaching positions that remain unfilled after the placement of surplus Teachers referred to in clause (ii) shall be available for Board-wide posting.
- (c) The Board shall issue to each school Principal, and the President of the Dufferin-Peel Secondary Unit, by December 15<sup>th</sup>, the enrolment projections for the following school year for each secondary school.
- (d) Prior to the Christmas break, each school Principal shall hold a general staff meeting in order to communicate projected enrolment changes for the following school year and probable numbers of staff to be hired or declared surplus.
- (e) By January 15<sup>th</sup>, the Board shall post initially in secondary schools known existing vacant department **headship** positions in schools in the next school year.
- (f) By the second Friday of February, the Board shall determine and communicate to school Principals, the school enrolment numbers to be used for staffing **pur-**

poses. The Associate Director, Instructional Services, as in section 13.051 B, shall communicate to the school Principal the school PTR.

(g) By the third Friday in February, the Principal shall have determined, after receiving the advice of the Staff Allocation Advisory Committee, the **staffing** requirements of the school, the staff who are declared surplus and the teaching positions which are vacant.

(h) By the completion of February, or as soon thereafter as is possible, the Board shall have held a Boardwide meeting of Principals and senior administration, with the presence of the President, or designate, of t h e Dufferin-Peel Secondary Unit in an observer status, in order to place surplus staff.

**14.021** (a) Teachers who are declared surplus to a school shall be notified in writing by the end of February by the Board, of their surplus status. A copy of this notification shall also be sent to the President of the Dufferin-Peel Secondary Unit by the end of February

(b) Upon notification of surplus status, Teachers shall indicate to the Board the geographic area to which they would prefer to be reassigned (secondary school only).

**14.022** Surplus staff shall be assigned by seniority to positions for which they are qualified.

**14.023** By the first Friday in March, the Board shall post in secondary schools the known teaching positions vacant in schools for the next school year.

- 14.024** (a) Subject to the curricular program requirements of the school as described in section 14.017 Teachers declared surplus as in sections 14.016 and 14.018 shall retain the right of first refusal to any teaching position vacancies in their present school for which they are qualified until five 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 secondary panel without the written permission of the Teacher.

**ARTICLE 14A - REDUNDANCY**

- 14A.010** 1. Redundant positions will be determined on a secondary 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 under the first year of a probationary period  
(iii) Teachers under the second year of a



- probationary period
- (iv) Permanent Teachers.
- (b) Seniority shall be determined according to the following criteria:
  - (i) Length of continuous service with this Board or any of its pre-decessor 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) Teachers on exchanges or secondments shall continue to accumulate seniority for the purposes of this Article. Seniority shall be accrued as outlined in Article 12.030 (6) of the Deferred Salary Leave Plan for those personnel in the Plan.
- (e) Teachers who have been declared redundant shall remain on the seniority list/recall list for a period of at least one (1) year.
- (f) Where staff redundancies are necessary under the provisions of this Article, the

Dufferin-Peel Secondary Unit will be advised prior to Teachers being laid off.

- (g) Any dispute regarding length of service on the seniority list will be resolved by the Board and the Dufferin-Peel Secondary Unit within one (1) month subsequent to the seniority list being published.
  - (h) Where two (2) or more Teachers have the same seniority, the order on the list shall be determined according to Article 14A.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 PROFESSIONAL DEVELOPMENT**

**15.010** 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 Secondary 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.

Such Board fund shall be administered, and accounted for, separately from any funds designated for Professional Development purposes of elementary school teachers. The Dufferin-Peel Secondary Unit shall advise the Board prior to September 30 of each school year of the amount set aside for Staff Development in that school year, and agree to provide the Board with copies of their relevant financial records, as they may be requested from time to time.

**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 surplus and 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.

**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" shall mean a credit course developed from Ministry of Education Guidelines or approved by the Ministry of Education and which has been scheduled for the number of hours prescribed by the Ministry of Education.

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

**Effective September 1, 1998**

Basic	statutory	Vacation	
Rate	Holiday Pay	Pay	Total
\$33.21	1.00	1.32	\$35.53

**Effective September 1, 1999**

Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$33.54	1.01	1.34	\$35.89

**17.012** No Principal or Vice-Principal of a continuing education evening or summer school, who is a Teacher during regular day classes, will have his or her seniority affected by the Part X. 1 definition of "teacher" under the Education Act.

**17.013** A continuing education Teacher 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.

**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 and/or instructional area. A Consultant operates under the supervision of a Superintendent and/or Co-ordinator either in a family of schools or within the bounds of a specific delegated assignment.

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

### **ASSISTANT DEPARTMENT HEAD**

In addition to duties as a Teacher, a Teacher appointed as an Assistant Department Head assists her/his Department Head in carrying out the Department Head's duties under Regulation 298, R.R.O. 1990, as amended, and performs such duties as may be assigned to her/him by the Department Head or Principal.

APPENDIX "B"

PART XI

**PREGNANCY AND PARENTAL LEAVE**

**Definitions**

34. 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;  
"parental leave" means a leave of absence under subsection 38 (1)  
"pregnancy leave" means a leave of absence under subsection 35 (1) R.S.O. 1990, c.E14, s.34.

**Pregnancy Leave**

35. (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

**When leave may begin**

- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

**Notice**

- (3) The employee must give the employer,  
(a) at least two weeks written notice of the date the leave is to begin; and  
(b) a certificate from a legally qualified medical practitioner stating the expected birth date. R.S.O. 1990, c.E.14, s.35

**Special circumstances**

36. (1) Subsection 35 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth.

Notice **in special circumstances**

- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin; and
  - (b) a certificate from a legally qualified medical practitioner that,
    - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
    - (ii) in any other case, states the date of the birth, still-birth, or miscarriage and the date the employee was expected to give birth. R.S.O. 1990, c.E.14,s.36.

**End of pregnancy leave if parental leave available**

37. (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

**End of pregnancy leave if parental leave not available**

- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends

on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

**End of pregnancy leave on employee notice**

- (3) The pregnancy leave of any employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day. R.S.O. 1990, c.E.14, s.37.

**Parental Leave**

- 38. (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.
  - (a) the birth of the child; or
  - (b) the coming of the child into the custody, care and control of a parent for the first time.

**Restriction on when leave may begin**

- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

**When mother's parental leave may begin**

- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

**Notice**



- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin. R.S.O. 1990, c.E.14, s.38.

**Special circumstances**

39. (1) Subsection 38 (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

**When leave in special circumstances begins**

- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

**Notice**

- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working. R.S.O. 1990, c.E.14, s.39.

**End of parental leave**

40. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day. R.S.O. 1990, c.E.14, s.40.

**Change of notice to begin leave**

41. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,  
(a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or

- (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

**Change of notice to end leave**

- (2) An employee who has given notice to end leave may change the notice,
    - (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
    - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.
- R.S.O. 1990, c.E.14, s. 41.

**Rights during leave**

42. (1) During pregnancy leave or parental leave, 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.

**Benefit plans**

- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

**Employer contributions**

- (3) During an employee's pregnancy leave or parental leave, 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.

## **S e n i o r i t y**

- (4) Seniority continues to accrue during pregnancy leave or parental leave R.S.O. 1990, c.E. 14, s.42.

## **Reinstatement**

43. (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

## **Reinstatement where employer's operations have been suspended etc.**

- (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer **shall** reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

## **Wages**

- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
  - (a) the wages the employee was most recently paid by the employer; or
  - (b) the wages that the employee would be earning had the employee worked throughout the leave. R.S.O. 1990, c.E. 14, s. 43.

## **No discipline, etc. because of leave**

44. An employer shall not intimidate, discipline, suspend, layoff, dismiss or impose a penalty on an employee because the

employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave. R.S.O. 1990, c.E.14, s. 44.

**Employment standards officer may make order**

45. Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee. R.S.O. 1990, c.E.14, s. 45.

**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 Dufferin-Peel Secondary Unit (the staff representatives and the 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 STATEMENT:**

The Dufferin-Peel Roman Catholic Separate 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 fun-

damental 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 is illegal. 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

**RECOMMENDATION:**

- That the Policy Statement and definition on sexual harassment be submitted to the Board for approval

**PROCEDURES RE: ALLEGATIONS OF SEXUAL HARASSMENT:**

1. It is recommended that anyone who perceives sexual harassment occurring shall:
  - a. Make an immediate, direct and clear **objection** indicating that the comment or con-

duct 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).
  - d. 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
  - Equal Opportunity Officer
3. It is recommended that should counselling be required or recommended, because of the stress that may be produced by such an incident, counselling 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 per-

son(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 (l)(b).

**Duties of a Member to Fellow-Members**

18 (1) A member shall, on making an adverse report on another member, furnish him 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.

**5. 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, 1981, 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.

- 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. 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 accused 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 within two (2) months of the incident or with 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. The decision will be made and communicated in writing to the accused and 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.

#### **APPENDIX "E"**

Guidelines re: Administration of Clause 13.015

In the administration of clause 13.015, the following procedure shall apply.

The Principal shall appoint an Assistant Department Head in the Arts area if all of the following exist:

1. There is an Arts department which has a combination of Arts subjects (reference OSIS)
2. There is a subject area within the department for which the Head does not hold appropriate qualifications as defined in Regulation 298, R.R.O. 1990 and that area has more than one (1) FTE teaching staff.

If these criteria do not exist, the Principal may appoint the Assistant Department Head at his/her discretion.

#### **APPENDIX "F"**

This collective agreement is executed by the parties in accordance with Section 19 of Bill 62 to give effect to the award of Mediator/Arbitrator, Donald Carter, dated January 12, 1999, pursuant to Bill 62.

##### **LETTER OF UNDERSTANDING NO. 1**

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

##### **LETTER OF UNDERSTANDING NO. 2**

It is **recognized** that the Board presently has as Department Heads of Technical Studies three (3) individuals who are not fully qualified pursuant to clause 13.016 of the Collective Agreement. It is also **recognized** that it would be impossible for such individuals to fully qualify under Ministry Regulations without leaving the employ of the Board for a substantial period of time.

It is, therefore, understood and agreed that until the relevant Ministry Regulations are amended to permit these individuals to become fully qualified without leaving the employ of the Board, they shall be regarded as fully qualified by the Board for the purposes of the

said clause 13.016. When the relevant Ministry Regulations are amended, the individuals in question shall be required to become fully qualified in accordance with such amended Regulations within one (1) year of the amended Regulations becoming effective.

Failure to do so will mean that the Board will no longer be obliged to regard the individuals as fully qualified under clause 13.016.

### **LETTER OF UNDERSTANDING NO. 3**

#### **SMALL SCHOOL STAFFING**

- A) Notwithstanding Articles 13.013 A, 13.013 B and 13.050, it is understood that a small school (i.e. with an enrolment of less than five hundred (500) F.T.E. secondary students) may require a lower P.T.R. and fewer Department Heads than a larger school.
- B) The Director of Education has discretion with respect to the staffing of a small school.
- C) A joint Staffing Committee comprised of the appropriate Superintendent, one (1) member of the Dufferin-Peel Secondary Unit, and the Principal of the small school shall be formed to make a recommendation to the Director of Education concerning the number of teachers to be employed and the number of Department Heads to be appointed each school year (excluding Principal and Vice-Principal, if any).
- D) The Committee shall present its recommendation to the Director of Education no later than February 15 each school year. If the Committee is unable to reach a consensus for a recommendation, the Director subsequently shall meet with the Committee.

**LETTER OF UNDERSTANDING NO. 4**

**SHIFT SCHOOLS**

It is understood that where a student is enrolled, for the purposes of classroom instruction, in more than one (1) secondary school within the Board, both secondary schools, including the school that retains the O.S.R., shall register and report that student to the Ministry.

It is further understood that any **staffing** issues arising due to the fact that a student may be attending at more than one (1) secondary school, will be addressed by the Associate Director, Instructional Services with the advice of the Secondary Staffing Advisory Committee (SSAC).

**LETTER OF UNDERSTANDING NO. 5**

**Re: 13.050 A**

The parties agree that the reduction in staffing arising from the increase in the PTR, effective September 1, 1997, shall be achieved solely by eliminating the non-contractual in-school release periods such as, but not limited to: athletic directors, **destreaming co-ordinators**, office assistants, retreat co-ordinators, site administrators, student council moderators, subject council chairs, etc.

**LETTER OF UNDERSTANDING NO. 6**

It is understood that the selection of Teachers for Continuing Education positions shall be based on criteria developed by the Board in consultation with the Dufferin-Peel Secondary Unit.

**LETTER OF UNDERSTANDING NO. 7**

It is understood that, upon completion of a leave taken under Article 7.050 or 7.068, the Board shall return a Teacher to the same school and position, subject to the in-school surplus and redundancy provisions of this Agreement.

**LETTER OF UNDERSTANDING NO. 8**

It is understood that whenever substantial changes to the reporting procedure, as referred to in Article 7.017, are contemplated, the **Dufferin-Peel** secondary Unit will be consulted.

**LETTER OF UNDERSTANDING NO. 10**

At the request of either party, a joint ad hoc committee shall be formed to review the experience of the four (4) "shift" schools from the 1994/95 school year. The Committee shall be comprised of two (2) representatives from the **Dufferin-Peel** Secondary Unit and two (2) representatives from the Board.

**LETTER OF UNDERSTANDING NO. 11**

A teacher, who is appointed to a position of **co-ordinator** or consultant, shall have the opportunity to return to or remain in the secondary bargaining unit upon completion of that appointment. Should the teacher be deemed to be an elementary **co-ordinator** or consultant for the period of the appointment, Article 14.015 will not affect any subsequent calculation of seniority for the purpose of m-school surplus.

## LETTER OF UNDERSTANDING NO. 15

1. By the 1999-2000 school year, it is the intention of the parties to achieve a reduction in the classroom teacher workload to, on average, 6.5 credit sections per school year, through the following measures:
  - a) Notwithstanding the limits set out in Articles 13.020A, 13.020B, and 13.020C, internal coverage of all teacher absences, except where Assigned Occasional Contracts (A.O.C.s) teachers are required;
  - b) The current guidance ratio will be increased from 397 students per guidance counsellor to 474 students per guidance counsellor;
  - c) The number of library teachers shall be reduced from 18 to an FTE equivalent of 15; and
  - d) The removal of release periods for department heads and having no assistant department heads effective September 1, 1999, until a new collective agreement is entered into between the parties.
2. The instructional time assigned will be in accordance with the Education Act, as amended, and the regulations thereto.
3. Where feasible, the half-section workload may occur either in a team teaching format for an entire semester or two (2) teachers each teaching 0.5 of one (1) semester.
4. The parties agree that the funds required to facilitate this intention must be provided by the Provincial Funding Model as it relates to the specific teacher allocations for secondary teachers.

5. To the extent that specific teacher allocations for secondary classroom teachers under the Provincial Funding Model permit a further reduction in the classroom teacher workload to, on average, 6 credit sections per school year, the parties intend to achieve such further reduction in workload back to 6. To protect student programs from disruption, this provision will apply to the 1999-2000 school year only if the Board receives notice of the required increase in such funding from the Provincial government prior to August 15, 1999.
6. The foregoing is contingent upon the availability of qualified teachers required to reduce the workload.

**LETTER OF INTENT NO. 1**

The intent of Articles 13.020 A and 13.020 C is to provide for the equitable distribution of necessary supervision of all types. Nothing in these Articles is to preclude the supervision of classes for which there is no alternate supervision available.