

**Secondary Teachers'  
Collective Agreement**

**September 1, 2003  
August 31, 2004**

**THE DUFFERIN-PEEL CATHOLIC  
DISTRICT SCHOOL BOARD**

**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD**

IN WITNESS WHEREOF the Board and the Secondary Teachers have caused the attached Agreement to be signed in their respective names by their duly authorized representatives as of this 10<sup>th</sup> day of July, 2003.

FOR THE BOARD:

FOR THE UNION:

This Agreement was ratified by the Board on July 22, 2003.  
This Agreement was ratified by the Teachers on July 24, 2003.

## **ELECTED REPRESENTATIVES OF THE BOARD**

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

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

President	K. O'Dwyer
Past President	W. Cornack
1 <sup>st</sup> Vice President	B. Pasquantonio
2 <sup>nd</sup> Vice President	T. Scheer
Treasurer	C. Laforet
Recording Secretary	G. Marcon
Councillors	B. McCloskey
	B. Hiembecker
	A. Hawkins
	P. MacDonald

## **ADMINISTRATION**

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

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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”)**

**PREAMBLE**

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

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 Students”
  - (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, Co-ordinator 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.
- 1.030A Without prejudice to the Board's rights under Article 1.030, it is agreed that:
- (i) the Board has the right to make, change and enforce reasonable rules and regulations; and
  - (ii) the Board has the right and obligation to implement all other aspects of the Board's jurisdiction as outlined in the

legislation and regulations pertaining to education in the Province of Ontario.

- 1.030 B The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and the Dufferin-Peel 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 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) therefore, 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 15<sup>th</sup> 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 15<sup>th</sup> 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).

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

- reference the existing pool of resumes on file,
- when advertising teaching positions, a copy will be forwarded to the Unit,
- whenever possible, individuals with letters of permission will be replaced with qualified and certified teachers for the second semester, and,
- provide and update at each SSAC meeting the name, school, subject and dates of duration of letters of permission.

## ARTICLE 2 – DURATION AND RENEWAL

2.010 This Agreement shall have effect from September 1, 2003, up to and including August 31, 2004, and from year to year, thereafter unless either party gives to the other party notice, in writing, within the one hundred and fifty (150) day period before its termination, that it desires to negotiate with a view to the renewal of this Agreement with or without modification.

[This replaces the September 1, 2001 to August 31, 2003 Agreement]

2.020 The Parties shall meet within fifteen (15) calendar days from the giving of the notice, or within such further period as the parties agree upon, and they shall bargain in good faith and make every reasonable effort to make or renew a collective agreement.

2.030 The Board shall make available to the executive of the Dufferin-Peel Secondary Unit, the qualifications, experience, benefits received, scattergrams indicating the manner of calculation, and salary of each Secondary School teacher employed by the Board on October 31<sup>st</sup> of the school year.

This information will be made available by November 15<sup>th</sup> 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 Employee Relations.

## ARTICLE 3 – CONDITIONS OF EMPLOYMENT

### 3.010 **Evidence of Health**

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

3.020 **Documentary Proof**

Subject to S262(1) of the Education Act it is understood that no person shall be employed in a secondary school to teach or to perform any duty for which membership in the College is required under this Act, unless the person is a member of the College of Teachers. Proof of qualifications and experience must be submitted to the Board. The onus is on the Teacher to see that the necessary documents are forwarded to the Board Office prior to the commencement of employment.

Failure to submit the necessary documents may result in a teacher being placed at the minimum of Level 4 (in the case of a Teacher holding a university degree) until such time as the documents are forwarded to the Board Office. Provided that proof of qualifications and experience is submitted within the same school year or calendar year of the date of commencing employment with the Board ("the commencement date"), whichever is longer, the Teacher shall receive any salary adjustment retroactive to the commencement date; otherwise any salary adjustment shall become effective when proof of qualifications and experience is submitted to the Board. In extenuating circumstances, and at its discretion, the Board may extend the period referred to above.

3.030 **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 1, offered by O.E.C.T.A/O.C.S.T.A., during their probationary period as a condition of gaining permanent status

with the Board, unless equivalence is granted by O.E.C.T.A. or an exemption is granted by the Director.

- (b) The Board will put on, in-house at no cost to Teachers, the O.E.C.T.A. or O.C.S.T.A. Religious Education Course Part 1.
- (c) Notwithstanding paragraph (a) above, a teacher who is hired after the deadline for acceptance into the Religious Education Course Part 1 shall be granted a one (1) year extension to gain the required credit.

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

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

In extenuating circumstances, the Director of Education may, at his/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;
  - (iv) A Teacher, who before commencing his/her employment with the Board, has met the criteria for certification by the Ontario College of Teachers, is entitled to an adjustment in salary as of his/her commencement date, upon receipt of certification from the College of Teachers, within the same school year or calendar year whichever is longer. In extenuating circumstances, the Board may extend this period as necessary.
- 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 credits 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 ten (10) years at a ratio of one (1) year's credit for one (1) year of experience. The maximum number of years to be credited for the purpose of placement on the teacher salary grid will be ten (10).
  - (iii) For the purposes of calculation:
    - One half (1/2) or more years = one (1) year
    - Less that 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 4 (hereinafter referred to as "Q.E.C.O. 4"). No Teacher who was evaluated correctly for placement purposes under the processes of evaluation in effect prior to the introduction of Q.E.C.O. 4 shall have his/her placement reduced because of Q.E.C.O. 4.
- 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 1<sup>st</sup>.
- 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 1<sup>st</sup> 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 qualification 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:

**2003-2004 BI-WEEKLY PAY SCHEDULE**

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

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

**ARTICLE 5 - SALARY GRIDS AND ALLOWANCES**

5.010

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

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

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

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

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

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

**Teachers' Salary Grid for August 31, 2004**

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

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

5.040

Consulting Staff

Responsibility Allowance:

Effective Sept. 1, 2003

Co-ordinator	\$7,325
Consultant	4,867
Department Head	4,946
Assist. Depart. Head	2,439

Consulting Staff

Responsibility Allowance:

Effective December 1, 2003

Co-ordinator	\$7,545
Consultant	5,013
Department Head	5,094
Assist. Depart. Head	2,512

Consulting Staff

Responsibility Allowance:

Effective August 31, 2004

Co-ordinator	\$7,581
Consultant	5,037
Department Head	5,118
Assist. Depart. Head	2,524

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	X	Responsibility allowance for a consultant
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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 \$687 (Sept. 1, 2003); \$708 (December 1, 2003); \$711 (August 31, 2004) for each post-graduate degree provided the degree or any part thereof is not used in the Teacher's Q.E.C.O. 4 rating.

5.070 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 \$0.3375 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 undernoted contributions to the Plans, based upon full-time employment of employees eligible to enroll in such Plans.

The Board shall assume single benefit coverage and basic life insurance for a Teacher unless otherwise directed.

(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 time worked by part-time Teacher	X	Board share of premium cost for a full-time Teacher
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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 9-month recall examinations,.....90% of required premiums
- 6.016 Long Term Disability Benefits become effective after seventy-five (75) working days of continuous disability.....100% of required premiums.
- 6.017 The Employer reserves the right to change employee benefit insurers or carriers at any time, providing that the benefits are equal or better, with notification to the 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 Article 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**

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 to 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, 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 30<sup>th</sup> 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 1<sup>st</sup> 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 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.

- 7.022      **Retirement Gratuity – Commuted Value Option**  
Effective September 1, 2001, a Teacher who chooses to exercise the commuted value option of her/his Ontario Teachers' Pension Plan benefits, shall be entitled to receive a retirement gratuity in accordance with Article 7.020 above so long as the Teacher retires from her/his permanent teaching position with the Board no sooner than one (1) month prior to qualifying for pension benefits under the Ontario Teachers' Pension Plan.
- 7.030      **Retirement Age**  
The normal retirement age is sixty-five (65) years, but the Board may defer the retirement to a later date by mutual agreement with the Teacher concerned.
- 7.040      **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 31<sup>st</sup>. In extenuating circumstances a request for leave of absence may be made after May 31<sup>st</sup> 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 cost of a supply teacher at the daily rate. Should no replacement be available no charge shall apply to the Dufferin-Peel Secondary Unit. Such leaves shall not exceed two (2) consecutive school days unless mutually agreeable to the Director of Education and the Dufferin-Peel Secondary Unit. Upon receipt of an invoice from the Board, the Association will remit within twenty (20) working days, the full amount due.

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 completed one (1) year of employment with this Board 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 one (1) year of employment with this Board 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 51 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 Time granted for pregnancy leave and/or parental leave under the Employment Standards Act shall be credited towards teaching experience to a maximum of fifty-two (52) weeks.
- 7.065 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 directly, except as set out in sub-section 9.018.
- 9.012 Within Article 9, Grievance Procedures 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 fifteen (15) working days to discuss 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 an Associate Director, or designate Superintendent appointed by the Chairperson of the Board.

The Associate Director, or designate Superintendent, shall meet with the Association within fifteen (15) working days 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 a panel of three (3) Trustees.

- (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 with the panel of three (3) Trustees to which the grievance was referred.
- (iv) By mutual consent of both parties, the grievance shall be referred directly to arbitration pursuant to Article 10.
- (v) If the Teacher initiating the grievance is not satisfied with the reply at Step 3 (i), the grievance may be referred to arbitration pursuant to Article 10 hereof, provided such action is taken within ten (10) working days of the reply at Step 3.

9.016 The Dufferin-Peel 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, provide 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 grievance shall be deemed to be made without prejudice and, without restricting the generality of the foregoing, it shall not be considered to be a precedent binding on the Board in any future proceedings before any arbitrator, court or



tribunal nor shall such settlement be used as evidence of past practice in any proceedings.

## **ARTICLE 10 – ARBITRATION**

- 10.010 Unless the parties have mutually agreed to process a grievance as per article 9.015 (iv) (b), then a difference arising 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 appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- Notwithstanding the above-noted clause, if the Board and the Dufferin-Peel 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, 1995.
- 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 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.
- 10.020 Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act, 1995.

## **ARTICLE 11 – WORKPLACE SAFETY AND INSURANCE BENEFITS**

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

## **ARTICLE 12 – DEFERRED SALARY 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
  - 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, plus the number of unused spaces from the previous school year. The aforementioned total may be exceeded by mutual consent.

- (d) **APPLICATION AND APPROVAL PROCESS:**  
Teachers will be provided the opportunity to attend an annual Deferred Salary Leave Information meeting held prior to November 30. The purpose of this meeting will be to provide relevant information to members contemplating enrolment in the Deferred Salary Plan.

- (i) A teacher wishing to participate in the plan must forward a written application to the Superintendent of Human Resources no later than January 31 preceding the school year in which he/she wishes to enter the plan. The Superintendent of Human Resources will forward the application with comments to the Deferred Salary Leave Plan Advisory Committee.

- (ii) The Advisory Committee will be composed of the Superintendent of Human Resources, (1)

Superintendent of Schools, and 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 4021 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 Teacher's 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 permitted by the Board in extenuating circumstances such as financial hardship. Where withdrawal is permitted, the teacher will be entitled to the monies withheld plus unpaid interest, which monies shall be paid as soon as possible but in any case within thirty (30) days of the Board's decision to permit withdrawal.
  - (b) The administrative costs associated with processing the request and the payments of the monies and interest shall be borne by the employee. The determined cost for withdrawal from the plan has been set as \$300.00 for any Teacher withdrawing from the plan after July 31 of the year of enrolment.
  - (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 31<sup>st</sup> 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 dies 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.

13.013 A    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</u>	<u>Additional 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 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 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 13.014A, 13.014B and 13.014C:

- (i) One (1) Assistant Department Head shall be appointed for each such organizational unit/department which requires six and two-thirds ( $6 \frac{2}{3}$ ) 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 ( $13 \frac{1}{3}$ ) 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) 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 13.014A, 13.014B, 13.014C and 13.014D 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 School 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 Notwithstanding Letter of Understanding #15, no teacher 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 will be given, provided such consideration does not violate any clause in the collective agreement.

13.018 C During the construction of teachers' timetables, it is the intent of the parties to limit the number of class preparations assigned.

The consultation between school administration and teachers during this process is to include the consideration of the number of class preparations assigned with reference to:

- teacher preferences
- teacher qualifications
- levels of instruction
- semester and/or school year
- programme

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 (i) Teachers shall be "on call" for up to fifteen (15) minutes per day or its equivalent per month for supervisory duties as determined by the Principal.  
(ii) The Principal shall endeavour to equitably distribute necessary supervisory duties referred to in 13.020 A (i).

13.020 B A teacher's timetable 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.

13.042 (a) It is the intent of the parties that the Teacher Performance Appraisal provides individuals involved with opportunities to facilitate, assist and promote their professional growth.

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

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

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

- (b) Teacher Performance Appraisal shall be implemented as per Education Act, Regulation 99/02 and *Supporting Teacher Excellence – Teacher Performance Appraisal Manual (2002)*.
- (c) The Education Act Section 277.32 (1) (a) shall be applied by the Board as per Teacher Performance Appraisal – A Resource Document – Institute of Catholic Education – June 2003.
- (d) The Board shall provide by the second Friday of October to the Unit President a list of teachers on the Teacher Performance Appraisal cycle for the school year.
- (e) The Board shall provide (through the school principal) to the Unit President the name of any teacher receiving an unsatisfactory rating within five working days of its disclosure to the teacher.
- (f) The Board shall endeavour to implement timelines in the Teacher Performance Appraisal for teachers returning from leave and for teachers placed 'on-review' to a maximum allowable limit.
- (g) The Teacher Performance Appraisal documents shall not be considered for transfer, compensation or promotion to a position of

responsibility defined within this agreement. All of these documents shall be submitted to the teacher's personnel file at the completion of the school year. Access to the teacher's personnel file will be provided to the teacher, Supervisory Officers and the Director of Education.

- (h) The Annual Learning Plan is viewed as a professional development plan developed by the teacher during the school year. Comments offered by the Administrator regarding professional growth are to be positive reinforcement. The parties agree that the Annual Learning Plan will provide for a minimum of one learning objective. In the non-appraisal years, the review of the Annual Learning Plan will occur by mutual consent no later than October 30<sup>th</sup> of the following year.

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 enrolments 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 the Associate Director, Instructional Services, and up to four (4) representatives of the Board, which may include the Superintendents of Employee

Relations, Human Resources, Program Department and a Principal/Vice-Principal Association Representative, and mutually agreed appropriate resource staff and four (4) representatives of the Dufferin-Peel Secondary Unit.

Meetings shall be chaired by the Associate Director, Instructional Services, (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.

All information pertinent to staffing will be provided to SSAC. The Board shall provide to the SSAC, reports on class sizes per course and on a school by school basis. These reports shall be provided twice annually reflecting October 31 and March 31 staffing data. The reports shall be based upon an analysis of data created from the "Master Schedule List" (or equivalent) for each secondary school.

- 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) three (3) Teachers as elected by the staff at a general staff meeting by November 15,
  - (d) one (1) of the O.E.C.T.A. School Representatives.

The SAAC shall meet by the following dates:

- September 30<sup>th</sup>
- December 15<sup>th</sup>
- Third Friday of February
- June 1<sup>st</sup>

SAAC members may include items for the agenda of each meeting. Following each SAAC meeting a written report, prepared by the Principal and the OECTA Representative, shall be provided to the teachers.

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, including the number of class preparations and cooperative education assignments;
- creation of bi-level and multi-grade classes, and the considerations under Article 13.018 B;
- 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, and consistent with the Occupational Health and Safety Act, 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.

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

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

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

It is understood that incidents involving alleged harassment shall be dealt with in accordance with the operational procedures developed as per Letter of Intent #3.

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.

13.064 The Unit and the Board recognize the value of a safe school environment and accordingly a “Code of Student Behaviour and Discipline” (see Letter of Understanding 13) has been established, which shall apply to all Teachers covered by this agreement, (in effect on February 2, 2000). It is understood that incidents involving violations of the Code of Student Behaviour and Discipline shall be dealt with in accordance with said “Code”.

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

It is also understood that any grievances arising shall be first engaged at Step 1 of the Grievance Procedure as outlined in Article 9 of the collective 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) Persons ineligible to apply for certification at the College of Teachers
- ii) Teachers on assigned occasional assignments
- iii) Retirements/resignations
- iv) 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 services 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 consecutive secondary experience in that school, and where equal;
- ii) total secondary teaching experience with this school board, 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) total seniority with this Board and where equal;
- vi) by lot, conducted jointly by the parties.

14.017

It is recognized that following due consideration of the information provided in Regulation 298 of the Education Act, curriculum program requirements may result in a Teacher being declared surplus to a school who has more seniority than another Teacher in the same school. Where this occurs, the Board shall provide to the affected Teacher(s) and to the Dufferin-Peel Secondary Unit an explanation of the curriculum program requirements.

- 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 1<sup>st</sup>, no later than September 30<sup>th</sup> 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 1<sup>st</sup> 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 15<sup>th</sup> 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 purposes. The Associate Director, Instructional Services, as in section 13.051 B, shall communicate to the school Principal the school PTR.
  - (g) By the completion of 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 Wednesday prior to the commencement of the March Break, 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 the 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 (a) By the Friday following March Break, the Board shall post in secondary schools the known teaching positions vacant in schools for the next school year, when there are no surplus teachers.
- (b) When there are unplaced surplus teachers, the Board shall post in secondary schools by the Friday following the March Break, subject to 14.024 (c), the known teaching positions vacant in the following areas only:
- ESL
  - Special Education
  - FSL, and,
  - Technological Studies

(Reg. 298, S14 (c))

- 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 predecessor Boards  
(ii) Length of total teaching experience with this Board  
(iii) Length of total teaching experience  
(iv) Qualifications as reflected by placement on the salary grid  
(v) Where all the above factors are equal, determination shall be decided by lot, conducted jointly by the parties.

- (c) When making new appointments to teaching personnel, the Board shall rehire in reverse order of seniority those Teachers who were dismissed due to declining enrolments provided that the Teachers recalled are qualified as indicated in the Regulations under the Education Act.
  - (d) 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 three (3) semesters.
  - (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).
  - (i) Any Teacher recalled to a teaching position shall be given full recognition for experience accumulated to the date of termination.
  - (j) Placement on the recall list as identified in 14A.010 3(e) will not constitute a break in service for seniority purposes.
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 October 31.

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 October 31 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 – PART-TIME TEACHING LOAD**

- 16.010 Any teacher undertaking a part-time teaching load approved by the Principal shall be entitled to return to a full-time teaching load, subject to the surplus and redundancy provisions of this Agreement.
- 16.011 Grid placement of teachers participating in a part-time teaching load shall be based on teaching qualifications and experience, and the salary and benefits of such teachers shall be pro-rated in accordance with the teaching load.

#### **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, 2003

Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$37.39	1.12	1.50	\$40.01

Effective December 1, 2003

Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$38.51	1.16	1.54	\$41.21

Effective August 31, 2004

Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
\$38.69	1.16	1.55	\$41.40

- 17.012 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 reach.
- 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 required 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 XIV**

**PREGNANCY AND PARENTAL LEAVE**

**Definitions – 45.**

In this Part,

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

**Pregnancy Leave – 46.**

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

**When leave may begin**

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

**Exception**

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

**Notice**

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

**Notice to change date**

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

**Same, complication, etc.**

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

**End of pregnancy leave – 47.**

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

**Ending leave early**

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

**Changing end date**

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
  - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

### **Employee not returning**

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

### **Exception**

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

### **Parental Leave – 48.**

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

### **When leave may begin**

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

### **Restriction if pregnancy leave taken**

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

### **Notice**

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

### **Notice to change date**

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

### **If child earlier than expected**

- (6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

- (a) the employee's parental leave begins on the day he or she stops working; and
- (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

**End of parental leave – 49.**

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

**Ending leave early**

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

**Changing end date**

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

**Employee not returning**

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

**Exception**

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

**Rights during leave – 51.**

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

**Benefit plans**

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

**Employer contributions**

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

**Length of Employment – 52**

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

**Exception**

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

**Reinstatement – 53**

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

**Exception**

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

**Wage rate**

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



## APPENDIX "C"

### ASSAULT PROCEDURE

#### Guidelines

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

- a) the assailant will be removed from the presence of the employee immediately;
- b) the employee is to receive immediate and appropriate support and/or medical attention;
- c) in the event of a physical assault medical verification of the assault should be established as soon as possible;
- d) at the earliest opportunity, the employee must inform the principal or supervisor and the principal or supervisor must inform the Superintendent of Employee Relations, the appropriate line superintendent and the appropriate association/union (the O.E.C.T.A./A.E.F.O. staff representatives and the Branch Affiliate 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 fundamental to our Catholic philosophy.

The Board, therefore, expects that all its employees, students and volunteers will be free from sexual harassment. Sexual harassment is contrary to Catholic values and 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 conduct is not acceptable. This may resolve the problem.
  - b. Remind the person that such behaviour contravenes the Board's sexual harassment policy.
  - c. As soon as convenient, make a notation of the particulars, i.e., times, dates, places, names of possible witnesses, and circumstances surrounding the incident(s).
  - 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 person(s) involved. A copy of this written complaint is to be given to the accused within three days of receipt by the Superintendent, Employee Relations/Designate. Teachers should note their obligation under the regulation of the Teaching Profession Act, s. 18 (1)(b).

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

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

### **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 Head 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 Family Superintendent, one (1) member of the Employee Relations Department, two (2) members 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 and examine issues of “shift” schools at least six (6) months prior to any “shift” school arrangement being established. 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 in-school surplus.

### **LETTER OF UNDERSTANDING NO. 13**

It is understood that the “Code” referenced in Article 13.064 is the Code of Student Behaviour and Discipline referenced in the letter dated February 2, 2000, between the Director of Education of the Board and the President of Dufferin-Peel Secondary Unit.

### **LETTER OF UNDERSTANDING NO. 15**



1. a) The guidance ratio will be 450 students per Teacher Guidance Counsellor;
  - b) The number of library teachers will be one (1) FTE per secondary school;
  - c) 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. 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.
  4. For the purposes of staffing, calculations are based on a full blended enrolment figure for the school year by taking the average of October 31<sup>st</sup> and March 31<sup>st</sup> expected enrolment in secondary schools, in order to meet the class size requirement of the Education Act.
  5. The foregoing is contingent upon the availability of qualified teachers required to reduce the workload.

#### **LETTER OF UNDERSTANDING NO. 16**

The parties will meet to clarify Teacher responsibilities during a strike of another employee group.

#### **LETTER OF UNDERSTANDING NO. 17 Workload, Supervision/On-Call**

In compliance with the Stability and Excellence in Education Act, 2001, it is understood that each member of the Dufferin-Peel Secondary Unit contributes to the mandated legislated secondary workload aggregate as established by the 2003-04 Instructional Time Implementation Plan of June 25, 2003.

It is understood that there will be no differentiated staffing and that any supervision required to meet the legislated workload will be applied as per Article 13.020A. The parties agree that if the aforementioned legislation requires more supervision/on-call than provided in 13.020A, the Board will implement whichever is greater.

The Board and the Association mutually agree that the 2003-04 Instructional Time Implementation Plan of June 25, 2003 shall be considered part of this current collective agreement.

### **LETTER OF UNDERSTANDING NO. 18**

When the Board considers the establishment of “distance education” curriculum delivery, the parties agree to form a joint implementation committee to review and recommend proposed models such that workload and staffing provisions are consistent with the Collective Agreement.

### **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.

### **LETTER OF INTENT NO. 2**

#### **PART-TIME TEACHING LOAD**

By September 30, 2003, the parties agree to form a joint committee for the purpose of establishing operational procedures with respect to part-time teaching load.

Within 60 days of the first meeting, the committee will present its findings to the parties with respect to, but not limited by, the following:

- timelines;
- part-time teaching loads between schools;
- board-wide FTE staffing calculation;
- objective criteria for approval;
- creation of board-wide pool;
- right to retain part-time teaching load

### **LETTER OF INTENT NO. 3**

#### **HARASSMENT**

By September 30, 2003, the parties agree to form a joint committee for the purpose of developing operational procedures with respect to harassment in the workplace as per Article 13.062.

By March 1, 2004, the committee will present its findings to the parties with respect to, but not limited by, the following:

- Appropriate lines of communications regarding parents
- Resolution options
- Application and scope
- Mediation processes
- In-service opportunities, and,
- Duties and responsibilities