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**Secondary Teachers'  
Collective Agreement**

**September 1, 2008  
August 31, 2012**

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

11259(06)

**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 22<sup>nd</sup> day of September 2008.

FOR THE BOARD:

FOR THE UNION:

This Agreement was ratified by the Board on September 23, 2008  
This Agreement was ratified by the Teachers on September 29, 2008

## ELECTED REPRESENTATIVES OF THE BOARD

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

## ELECTED REPRESENTATIVES OF THE DUFFERIN-PEEL SECONDARY UNIT

President	G. Marcon
Past President	K. O'Dwyer
1 <sup>st</sup> Vice President	B. McCloskey
2 <sup>nd</sup> Vice President	J. Hynan
Treasurer	C. Laforet
Recording Secretary	A. Hawkins
Councillors	B. Heimbecker
	M. De Berardinis
	R. Dollimore
	P. MacDonald
	S. Nesbeth

## ADMINISTRATION

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

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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;

AND IN ACCORDANCE WITH the terms of the Provincial Discussion Table (PDT agreement) dated May 1, 2008 for the 2008-2012 collective agreement, the Dufferin-Peel Catholic District School Board and the Dufferin-Peel Secondary Unit of the Ontario English Catholic Teachers' Association are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education. The parties recognize there are a variety of ways to obtain these outcomes. The parties agree that this preamble shall not be used in the interpretation of any articles set forth in this collective agreement.

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 basis, or part thereof, shall be referred to as “Secondary **Schools**”
  - (b) Students **registered** in Grade 9 – Grade 12 (**or registered in any other program at a secondary school**) shall be referred to as “Secondary Students”.
- 1.025 “Position of Responsibility” shall mean Department Head, Co-ordinator or Consultant.
- 1.026 An Itinerant Teacher is a Teacher who is required to teach in two (2) or more **locations** on the same day. An Itinerant Teacher who teaches in two (2) or more **locations** 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 apprised of their right to the presence and assistance of a representative of the Dufferin-Peel Secondary Unit. A Teacher's decision not to have OECTA representation** at any such meeting shall not invalidate any discipline that may be imposed.
- (c) **In any meeting requested by the Board to address an allegation of misconduct made against a Teacher, the nature of the allegation shall be disclosed to the Teacher, prior to the meeting.**
- 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,
- advertised teaching positions will include school, grade(s), subject(s) and approved ministry course code(s),
- a copy of the first advertisement 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 school, subject and dates of duration of letters of permission (**LOP**) and **temporary letters of approval (TLA)**.

## **ARTICLE 2 – DURATION AND RENEWAL**

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

[This replaces the September 1, 2004 to August 31, 2008 Agreement]

2.020 The **Parties** shall meet within fifteen (15) calendar days from the giving of the notice, or within such further period as the parties agree upon, and they shall bargain in good faith and make every reasonable effort to make 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 Supervisory Officer of the Human Resources Department at the Board Office prior to the commencement of employment.

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

3.030

**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;
- (ii) 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 credited to any additional year.
- f) If a Teacher is employed to teach for less than 100% time classification or less than a full school year, then the amount of experience accrued by such Teacher shall be prorated in accordance with that percentage time classification or percentage of the full school year that such Teacher was employed to teach.
- g) Each semester **will be of** equal length.

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 5 (hereinafter referred to as “Q.E.C.O. 5”). 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. 5 shall have his/her placement reduced because of Q.E.C.O. 5.

- 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 the school term commencing either September 1<sup>st</sup> or January 1<sup>st</sup>, provided that the following conditions are met:
- a)** To qualify for **a** September 1<sup>st</sup> adjustment, the Teacher must have completed course requirements prior to September 1<sup>st</sup> and must submit to the Human Resources Department, by December 31<sup>st</sup> of that year, **a** revised **Q.E.C.O.** evaluation or **Q.E.C.O.** acknowledgement card.
- b)** To qualify for **a** January 1<sup>st</sup> adjustment, the Teacher must have completed course requirements prior to January 1<sup>st</sup> and must submit to the Human Resources Department by April 30<sup>th</sup> of that year, **a** revised **Q.E.C.O.** evaluation or **Q.E.C.O.** acknowledgement card.
- The Board has the discretion to extend the deadline in extenuating circumstances, caused by the Q.E.C.O. procedures, where the Teacher has provided the Board with evidence that Q.E.C.O. has received the relevant information prior to December 31<sup>st</sup> for **a** September 1<sup>st</sup> adjustment and prior to April 30<sup>th</sup> for **a** January 1<sup>st</sup> adjustment.
- 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.
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  
All Payments shall be deposited electronically at the financial institution of the employee's choice.  
Effective September 1, 2009  
Payment information shall be maintained in the Employee Portal which can be printed by the employee. However, upon written request by the employee on an annual basis, the Board shall provide to the employee a written copy of the payment information maintained in the Employee Portal.
5. Payment Basis  
Payment shall be made on the basis of the following schedule:

**2008-2009 BI-WEEKLY PAY SCHEDULE**

<u>Pay Days</u>		<u>Portion of Annual Salary</u>
September	<b>4, 2008</b>	1/26
	<b>18</b>	1/26
October	<b>2</b>	1/26
	<b>16</b>	1/26
	<b>30</b>	1/26
November	<b>13</b>	1/26
	<b>27</b>	1/26
December	<b>11</b>	2/26
	<b>24*</b>	1/26
January	<b>8, 2009</b>	1/26
	<b>22</b>	1/26
February	<b>5</b>	1/26
	<b>19</b>	1/26
March	<b>5</b>	1/26
	<b>19</b>	1/26
April	<b>2</b>	1/26
	<b>16</b>	1/26
	<b>30</b>	1/26
May	<b>14</b>	1/26
	<b>28</b>	1/26
June	<b>11</b>	1/26
	<b>25</b>	4/26

\*The pay stubs for the **December 24, 2008** pay date **will** be in the schools on **December 19, 2008**.

**Effective September 1, 2009**

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

**ARTICLE 5 - SALARY GRIDS AND ALLOWANCES**

5.010

**Teachers' Salary Grid for September 1, 2008**

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

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

**Teachers' Salary Grid for September 1, 2009**

YRS EXP	LEVEL 3	LEVEL 4 A1	LEVEL 5 A2	LEVEL 6 A3	LEVEL 7 A4
0	38061	42672	45098	50701	53618
1	40749	45421	47917	53618	56516
2	43530	48356	50701	56516	59417
3	46392	51238	53618	59417	62276

4	49308	54056	56516	62276	65193
5	52168	56934	59417	65193	68432
6	55032	59872	62276	68112	71673
7	57887	62637	65193	70989	74909
8	60806	65576	68112	73810	78147
9	62512	68470	70989	76616	81384
10	65177	72421	74921	79435	84624
11				83490	89182

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

Teachers' Salary Grid for **September 1, 2010**

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

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

Teachers' Salary Grid for **September 1, 2011**

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

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

5.040

Consulting Staff  
Responsibility Allowance:  
 Effective September 1, 2008

Co-ordinator	\$8,638
Consultant	5,739
Department Head	5,830
Post Graduate	811

Consulting Staff  
Responsibility Allowance:  
 Effective September 1, 2009

Co-ordinator	\$8,897
Consultant	5,911
Department Head	6,005
Post Graduate	835

Consulting Staff	
<u>Responsibility Allowance:</u>	
Effective September 1, 2010	
Co-ordinator	\$9,164
Consultant	6,088
Department Head	6,185
Post Graduate	860

Consulting Staff	
<u>Responsibility Allowance:</u>	
Effective September 1, 2011	
Co-ordinator	\$9,439
Consultant	6,271
Department Head	6,371
Post Graduate	886

**5.041 Temporary Administrative Replacement**

**A Temporary Administrative Replacement (see Appendix “E”) shall be paid an allowance of \$285.00 (September 1, 2008); \$294.00 (September 1, 2009); \$303 (September 1,2010); \$303 (September 1,2011) on an annual basis.**

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	<b>X</b>	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 \$811 (Sept. 1, 2008); \$835 (Sept. 1, 2009); \$860 (Sept. 1, 2010); \$886 (Sept. 1, 2011) for each post-graduate degree provided the degree or any part thereof is not used in the Teacher’s Q.E.C.O. 5 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 **Ministry of Education Base Rate for Southern Ontario**.
- 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.

**Unless otherwise directed by the Teacher, the Board shall enroll the Teacher in single benefit coverage. Basic Life insurance is mandatory.**

- (b) The agreement to pay the cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any Teacher should any insurer fail or refuse to pay or provide same, in whole or in part.
- (c) Subject to, and in accordance with the terms and conditions set out in each Plan, part-time Teachers shall be eligible for the benefits as described in clauses 6.012, 6.013, 6.014, 6.015, 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.

6.011 Effective September 1, 2010, savings generated by moving to twenty-six (26) pay periods in the 2009/10 year from 22 pay periods in 2008/09 will be calculated for the Dufferin-Peel Secondary Unit (DPSU). A fifty percent (50%) share of the saving, which is a current estimate of \$40,000.00, will be allocated to the DPSU for use towards temporary benefit enhancements in the 2010/11 year, exclusive of any other benefits.

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

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

The following items that are ear-marked are:

- i) Hearing aids (\$2,000.00 every five years)
- ii) Board funded E.H.C. (\$10.00 and \$20.00 deductibles)

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 (until August 31,2010); \$2,000 (as of September 1,2010) every five (5) years, chiropractic coverage maximum \$225 (until December 31, 2008); \$275 (as of January 1, 2009) per person 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 **qualifies, and** upon reaching the maximum age and thereafter, is incapable of self-sustaining employment and totally relies upon the employee for support and maintenance.

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) Such insurance shall be available in units of \$10,000 up to a maximum of ten (10) units for **dependents**.
- (ii) The Teacher shall pay for cost of such insurance and shall pay the yearly premium either in full at the time of applying for such insurance or 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 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 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 Board official through the Superintendent of Employee **Relations/designate** 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/**designate** may grant emergency leave **up** to a maximum in any one (1) year of ten (10) days (to include any days granted under sub-paragraph (b) below) to a Teacher. With the exception of days granted under sub-paragraph (b) below, any such days granted shall be deducted from sick

leave credits. Use **of** emergency days include: religious holiday, weather conditions, graduation, moving, writing exams (**1day** per occurrence) and family illness (**2** days per occurrence).

- (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;

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

**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.

7.040 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 **three (3)** Teachers to be used by the President, **First Vice-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.
- (c) Effective September 1, 2005 a Teacher who is granted an extended leave under section 7.061 (a) is required to submit a notice of return to the Superintendent of Human Resources by February 15 (for return on the first school day of the school year) and October 1<sup>st</sup> (for return on the first school day of the second semester). Where the notice of return is not received, the extended leave will expire as per the timelines of the leave.

Teachers who wish a leave of absence beyond their entitlement in 7.061 (a) are required to apply as per 7.068 (a) and (b).

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.
- (d) Teachers who access a leave of absence under subsection (a) are required to submit a notice of return to the Superintendent of Human Resources by February 15<sup>th</sup> (for return at the beginning of semester 1) and October 1<sup>st</sup> (for return at the beginning of semester 2). Where the notice of return is not received, the leave of absence will expire as per the timelines of the approved leave. Teachers who wish to extend their leave of absence are required to apply as per (a) and (b) above.

## **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, 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 **an authorized representative of the Unit.**

9.015 Grievances shall be settled in the following manner:

Step 1

- (i) A Teacher having a grievance arising under this Agreement shall submit **via the Unit**, 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, **via the Unit**, 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, **via the Unit**, 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, via the Unit, pursuant to Article 10 hereof, provided such action is taken within ten (10) working days of the reply at Step 3.

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

9.017 The Board may process a grievance alleging a violation by either, or both, of the Dufferin-Peel Secondary Unit, its officers, a Teacher or a group of Teachers, by referring the grievance in writing to the President of the Dufferin-Peel Secondary Unit. The Dufferin-Peel Secondary Unit, shall reply in writing within ten (10) working days following receipt of the grievance. If the Board is not satisfied with the reply of the Dufferin-Peel Secondary Unit, the grievance may be referred to arbitration pursuant to Article 10 hereof, provided such action is taken within ten (10) working days of receipt of the Dufferin-Peel Secondary Unit's reply thereto.

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

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

9.020 Grievance-Mediation

- a) The mediation of a grievance (grievance-mediation) is an option that may be initiated at any time during the grievance process by mutual agreement of the parties.
- b) Grievance timelines shall be suspended during the grievance -mediation process.

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

## **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 arbitral, 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  
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 4.021 in the Teachers' Collective Agreement, or
  - (ii) a lump sum of forty percent (40%) of their deferred salary on the first scheduled pay day of the school year they begin their leave and a lump sum of sixty percent (60%) on the first scheduled pay day of the new calendar year of their leave, or
  - (iii) a lump sum of one hundred percent (100%) of their deferred salary on the first scheduled pay day in which the leave begins.

Participants in the semestered leave plan shall elect for either option (i) or (iii) above. For semestered leaves which commence in the second semester, participants shall elect their choice by November 30th preceding their leave.

- (e) Any interest that is earned on a Teacher's account from January 1st of the calendar year in which the leave commences shall be paid to him/her as follows:
- (i) a Teacher who elected in accordance with paragraph 2 (d)(i) shall be paid the interest earned for January 1 to December 31 of the calendar year on December 31 of that calendar year, and any interest earned thereafter shall be paid by the 15th of the month following the last bi-weekly payment;
  - (ii) a Teacher who elected in accordance with paragraph 2 (d)(ii) shall be paid the interest earned for January 1 to December 31 of the calendar year on December 31 of that calendar year, and any interest earned thereafter shall be paid on the first scheduled pay day of the next calendar year; and
  - (iii) a Teacher who elected in accordance with paragraph 2 (d)(iii) shall be paid the interest earned for January 1 to the first scheduled pay day of the school year in which his/her leave commenced on that pay day.

- (f) Any special pay arrangement must be made by March 1st, of the year of the leave. Any other arrangement must be mutually agreed to by the Teacher and the Board.
- (g) A Teacher, during the period of deferral, has no access to the deferred salary so long as the Teacher remains in the plan.
- (3) SALARY, BENEFITS, YEAR OF LEAVE:
  - (a) In the period of the leave, the Board shall pay to the Teacher the total money deferred plus all unpaid interest less any administration costs assessed by the chartered Canadian bank.
  - (b) The Board shall deduct from this amount any monies required for Government deductions.
  - (c) Payment shall be made to the Teacher in accordance with paragraph 2 (d) and (f) hereof.
  - (d) The Teacher's benefits will be maintained by the Board during his/her leave of absence, however, the premium costs of all benefits in the year of the leave shall be paid by the Teacher.
  - (e) No sick leave credits shall be accumulated while the Teacher is on leave. All credits in the accumulated sick leave account at the start of the leave period shall be retained and recorded to the Teacher's credit on return from the leave.
  - (f) While on leave, any benefits tied to the salary level shall be structured according to the salary received by the Teacher in accordance with paragraph 3 (a) hereof.
  - (g) No other employment with the Board may be entered into while the Teacher is on leave.
- (4) RETURN FROM LEAVE:
  - (a) Following the leave, the Teacher shall return to duty with the Board for a period that is not less than the period of the leave of absence. The Teacher shall be guaranteed an equivalent position to that which the Teacher held at the commencement of the leave subject to any other provisions in the 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.

13.013 D In the event that the allocation of department heads in a school is reduced based on the Board approved staffing spreadsheet and in accordance with Article 13.013A, the process will be transparent.

The following criteria will be considered (in no particular order):

- i) student enrolment
- ii) projected student enrolment by department
- iii) number of sections (example: smallest department may be collapsed and the sections distributed to one or more other current departments)
- iv) curriculum alignment
- v) program needs
- vi) attrition (resignations; retirements; transfers; etc.)
- vii) seniority in position as Department Head at current school

Once the area(s) of reduction have been identified, the following process will occur:

- i) any resulting Headships will be initially available only to the incumbent/impacted Department Heads
- ii) qualifications of the current Department Heads will be reviewed appropriately
- iii) SAAC will be informed of the change in the number of Department Heads
- iv) the Principal (in consultation with the school Admin Team, and the Family Superintendent) will recommend to the Board, the revised Department Head allocation within the school.



**v) Any reduction of Department Heads shall normally be completed prior to the posting referenced in Article 14.020 B (e) (i)**

- 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 shall have the qualifications set out in Regulation 298, section 14 except in the case of Acting Department Heads who shall have qualifications as determined by the Board.
- 13.018 A Notwithstanding Letter of Understanding #12, 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. **For Teachers assigned to teach half-credit courses, the number of such courses assigned to any Teacher shall not exceed four (4) per semester. The number of half-credit courses assigned may exceed four (4) per semester by mutual consent of the Teacher and Administrator.**

The consultation between school administration and Teachers during the timetabling process is limited to the consideration of:

- i) Teacher preferences
  - ii) Teacher qualifications
  - iii) levels of instruction
  - iv) semester and/or school year
  - v) programme
- 13.018 D
- a) After the first SAAC meeting, the SAAC will provide to staff an explanation of the school's timetabling process.
  - b) Teachers will complete a standardized Preference Request Form that shall consist of:
    - i) Teacher's name
    - ii) Teacher's qualifications (as per OCT Certificate of Qualification)
    - iii) Teacher's course preferences
  - c) Through the co-ordination of the Department Head, a collegial and collaborative process will be used to generate the department timetable proposal to the school Principal.
  - d) Except in extenuating circumstances, timetables will be issued prior to the end of the school year.

- e) The Principal shall explain to the Teacher any change in teaching assignment when known.
- 13.018 E a) Guidance caseloads are distributed by section equally as per the guidance ratio included in the Letter of Understanding#12.
- b) Through the co-ordination of the Department Head for Academic Resource, a collegial and collaborative process will be used to equitably distribute workload associated with student caseloads among the allocated resource periods. This recommended caseload distribution will be submitted through SAAC to the Principal.
- 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 (a) Full time Teachers shall be available for on call/supervision duties as follows:
- 825 minutes per semester with the following parameters:
- i) No on calls shall be assigned on days with supervision duties
  - ii) **Supervision/on call minutes shall be assigned in consecutive single blocks of time**
  - iii) **Only one single block of supervision/on call can be assigned per day**
  - iv) No more than two on calls per **calendar** week except in **extenuating, unforeseeable circumstances where no other supervision is available, and in such cases, shall not be assigned on 3 consecutive days**
  - v) Minutes are exclusive of homeroom and examination days
  - vi) The school on call/supervision model shall be monitored by SAAC (re: usage and best practices)
- (b) The Principal shall endeavour to equitably distribute necessary on call/supervision duties referred to in 13.020 A (a).
- 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.
- 13.030 **(i) Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instructional time.**

**(ii) Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty, shall constitute supervision/on-call time. All assignments shall be included within the totals identified in Article 13.020A (a).**

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 the applicable legislation/regulation(s) and applicable Ministry support materials.
- (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 Teachers participating in Teacher Performance Appraisal shall be provided with the information related to the process, including reference to Article 13.042 prior to the initiation of the Teacher Performance Appraisal.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) 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.
- (i) 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.
- (j) With respect to the Teacher Performance Appraisal, consistent expectations within a school shall be applied.
- (k) There shall be administrative feedback for all classroom visits related to the Teacher Performance Appraisal.
- (l) All "look-fors" shall be eligible for inclusion during the appraisal process. Administrators shall apply the "look-fors" (as in (b) above) in a non-prejudicial manner.
- (m) Any materials requested of the Teacher during the pre-observation meeting by an Administrator will be reflected in the post-observation meeting.
- (n) The Summative Report shall be submitted to the Teacher in accordance with applicable legislation and no later than two weeks prior to the end of the school 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 all credit delivery Teachers.
- 13.050 D In accordance with the terms and conditions of the Provincial Discussion Table (PDT agreement) dated May 1, 2008, a secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class size regulation.
- 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.

The Board wide SSAC shall also advise the Associate Director – Instructional Services on staffing related to "Regional Programs" that draw students from beyond a host school's regular boundary/catchment area.

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 annually by May 15, reflecting October 31 and March 31 staffing data. The reports shall be based upon an analysis of data created from the Board data base 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. The names of these members will be forwarded to the Principal, when known.
  - (d) one (1) of the O.E.C.T.A. School Representatives. The name of this member will be forwarded to the Principal, when known.
  - (e) By mutual consent, additional staff members may be invited to attend.

It is understood that the duration of the term for SAAC will be one year commencing November 16 to the following November 15.

- (f) The SAAC shall meet by the following dates and be provided with the following data:

Dates	Data To Be Provided
Fourth Friday in November	Usage to date of supervision/on call data
Third Friday of February	Master Timetable including lunch, supervision/on call periods; supervision schedule
Fourth Friday of May	Usage to date of supervision/on call data; section allocation by department for the following school year
September 30	Master Timetable including lunch, supervision/on call periods; supervision schedule

- (g) 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.
- (h) 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:

- i) school staffing priorities;
- ii) the development of the tentative staffing model for the following school year;
- iii) Teacher instructional workload distributions and instructional assignments, including the number of class preparations and cooperative education assignments;
- iv) creation of bi-level and multi-grade classes, and the considerations under Article 13.018 B;
- v) 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.

13.052 Where school wide reporting occurs in addition to Ministry/Board mandated reporting, it will be limited to twice a semester.

Where contact regarding student progress is deemed to be necessary in addition to Ministry/Board mandated reporting, the following reporting options will be available (but not limited to):

- i) Phone contact
- ii) Standardized, school generated written reports
- iii) Markbook reports

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 **harassment, including sexual harassment**, (see Appendix "D") which shall apply to all Teachers covered by this Agreement. It is understood and agreed that any complaints **of harassment, including** 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 referenced in Appendix F.

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 **“Catholic Code of Conduct (2008)”** (see Letter of Understanding **11**) has been revised.

**This “Catholic Code of Conduct (2008)”** shall apply to all Teachers covered by this agreement. It is understood that incidents involving violations of the **“Catholic Code of Conduct (2008)”** shall be dealt with in accordance with said “Code”.

**The Unit and the Board also acknowledge that the “Catholic Code of Conduct (2008)” includes both suspension and expulsion as viable and legitimate elements within the spectrum of progressive discipline.**

It is further understood that the Unit shall, before accessing the Grievance Procedure, contact the school Principal or designate in an effort to resolve concerns arising from the application and/or interpretation of the **“Catholic Code of Conduct (2008)”**.

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 AND POSTINGS**

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 long term occasional assignment
  - 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.

- 14.019 (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

- (a) All known openings shall be posted with all required and/or preferred teaching qualifications. For positions where years of secondary teaching experience is a requirement, the posting shall indicate the requisite number of years.
- (b) To be eligible to apply for posted positions, Teachers must have the required qualifications at the time of application.
- (c) Positions posted will be the actual positions filled by the successful candidate. Exceptions may occur by mutual consent.
- (d) The Principal shall share and explain with the SAAC the number of openings to be posted. SAAC ensures that Teachers' preferences are considered prior to recommending postings. The SAAC will recommend to the Principal subject sections to be posted. The Principal shall solicit interest within the existing staff for positions to be considered for posting.

14.020 B

- (a) By the second Friday of November of each school year, the Board shall post initially in secondary schools only, available exclusively to secondary Teachers, 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) By the second Friday of January, the Board shall post in secondary schools only, available exclusively to secondary Teachers, 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.
- (c) By January 20<sup>th</sup>, the Board shall determine and communicate to school Principals and the President of the Dufferin-Peel Secondary Unit, the school enrolment projections to be used for staffing purposes. Within two weeks after January 20<sup>th</sup>, the Associate Director, Instructional Services, as in section 13.051 B, shall distribute to the school Principal the staffing spreadsheet.

- (d) Prior to the end of the first semester, 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)
  - (i) By the fourth Friday in February, the Board shall post initially in secondary schools only, available exclusively to secondary Teachers, known existing vacant department headship positions in schools in the next school year.
  - (ii) By the fourth Friday in February, the Board shall post available exclusively to secondary Teachers the known teaching positions vacant in secondary schools for the next school year.
  - (iii) Vacant teaching positions that are not filled as a result of the postings referred to in clause (ii) above, shall be held for the possible placement of Teachers who are declared surplus under subsection 14.020 (f).
  - (iv) Vacant teaching positions that remain unfilled after the placement of surplus Teachers referred to in clause (iii) shall be available for posting as per Article **14.022**.
- (f) By the fourth Friday of March, 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.
- (g) In-school surplus staff for the following school year shall be declared by the fourth Friday of March. 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.
- (h) Teachers who are declared surplus to a school shall be notified by the Board in writing by the first Friday of April. A copy of this notification shall also be sent to the President of the Dufferin-Peel Secondary Unit at that time.
- (i) Upon notification of surplus status, Teachers shall indicate to the Board the geographic areas (Family of Schools) to which they would prefer to be reassigned.
- (j) By April **15<sup>th</sup>**, 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.

#### 14.020 C

- (a) Application to posted openings must be submitted by 4:00 PM of the closing day of the posting.
- (b) Teachers shall have the option to submit electronically, to the Principal, a completed application for posting.

- (c) All postings shall be advertised electronically on the Board's public web site. In addition a paper copy of the posting shall be distributed to each secondary site and to the President of DPSU.
- (d) All applications received shall be time stamped.
- (e) Upon their request, Teachers interviewed for posted openings shall have an opportunity for feedback.

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

**14.022 (a)** By the **third Friday in April**, the Board shall post in secondary schools only, available exclusively to secondary Teachers the known teaching positions vacant in secondary schools for the next school year, when there are no surplus Teachers.

(b) When there are unplaced surplus Teachers, the Board shall post by the **third Friday in April in** secondary schools only, available exclusively to secondary Teachers, subject to 14.023 (c), the known teaching positions vacant in the following areas only:

- ESL
- Special Education
- FSL, and,
- Technological Studies  
(Reg. 298, S14 (c))

(c) Vacant teaching positions that remain unfilled referred to in clause (a) above shall be available for Board-wide posting.

(d) An additional posting shall be held subsequent to (a) above. This posting shall be Board-wide.

**14.023 (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 **14.020 B (g)** shall retain the right of first refusal to any teaching position vacancies in their present school for which they are qualified **until the last day of the school year.**

(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.

14.025 (a) Qualified Teachers applying for a secondary exclusive posted position shall be granted an interview by the Principal. If there are more than 5 applicants, the Principal may limit the number of interviews from 5 to 10 in accordance with the following ranked criteria:

- i) Teacher Qualifications (OCT)
- ii) Seniority as per Article 14,015
- iii) Years qualified (OCT)

(b) Interviewees for a secondary exclusive position will be identified by completing and submitting the Application For Published Openings form in accordance with Article 14.020C. A successful candidate will be selected.

(c) If less than three Teachers apply for any secondary exclusive posting, the position will be re-posted as a secondary exclusive posting. Where less than three Teachers apply all applicants will be interviewed following the second posting. A successful candidate will be selected.

(d) Article 14.025 is not applicable to:

- i) Special Education postings
- ii) Department Head postings
- iii) Coordinators, Consultant postings
- iv) Board wide postings

(e) This posting procedure applies to:

- i) all new schools scheduled to open for the 2009-10 school year
- ii) all exclusive secondary postings effective September 1, 2009

#### ARTICLE 14A - REDUNDANCY

14A.010 1. Secondary redundancy is generated by excess secondary Teachers based upon secondary student enrolment panel-wide.

2. This Article is subject to the Rights of Teachers under the Education Act.

3. Where reduction of staff is necessary due to declining enrolment or the reduction or elimination of program, reductions will be made on the following basis and in the following order:

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

(b) Seniority shall be determined according to the following criteria:

- (i) Length of continuous service with this Board or any of its predecessor Boards

- (ii) Length of total teaching experience with this Board
  - (iii) Length of total teaching experience
  - (iv) Qualifications as reflected by placement on the salary grid
  - (v) Where all the above factors are equal, determination shall be decided by lot, conducted by the parties through an objective, centralized process.
- (c) When making new appointments to teaching personnel, the Board shall rehire in reverse order of seniority those Teachers who were dismissed and who are on the recall list 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 three (3) years or until they:
- i) are placed at another school within the Board;
  - ii) accept a full time teaching position in another school Board;
  - iii) have declined an offer of placement.
- (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.
- (k) A declaration of redundancy will occur as late in the school year as possible - subject to provisions within 'the Employment Standards Act.
- (l) Where Teachers declared redundant are currently placed in a school, their position for the following school year will be filled by Teachers on the unplaced surplus list as per the processes in the Collective Agreement.

- (m) If there is the potential of redundancy within the Board, then “Board-wide” postings will be delayed until the redundant Teachers have been declared.
- (n) In such circumstances, identified in (m) above, “Board-wide” postings will commence when either:
  - i) There is no declaration of redundancy within the Board.
  - or
  - ii) All redundant Teachers on a recall list are initially offered available positions in the corresponding panel for which they are qualified, as per Regulation 298.

Secondary Teachers will be given the option of being placed in available elementary positions for which they are qualified in reverse order of seniority. This option shall be available prior to such positions being offered to external candidates. Provisions under **14A.010(3)(i)** and (j) shall apply to Teachers who exercise this option. Exercising this option would result in removal from the secondary recall list. A decision not to accept this option shall not be considered a rejection of a secondary recall notice **as** outlined in **14A.010(3)(e)**.

- 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 Teachers are entitled to access a part-time teaching load as per Appendix G, 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, 2008**

Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
<b>\$44.08</b>	<b>1.32</b>	<b>1.76</b>	<b>\$47.16</b>

**Effective September 1, 2009**

Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
<b>\$45.40</b>	<b>1.36</b>	<b>1.82</b>	<b>\$48.58</b>

**Effective September 1, 2010**

Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
<b>\$46.76</b>	<b>1.40</b>	<b>1.87</b>	<b>\$50.03</b>

**Effective September 1, 2011**

Basic Rate	Statutory Holiday Pay	Vacation Pay	Total
<b>\$48.16</b>	<b>1.44</b>	<b>1.93</b>	<b>\$51.53</b>

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

17.013 A continuing education Teacher shall not be paid while absent from duties for any reason.



- 17.014 Other than as set out in this Article, the terms and conditions of this Collective Agreement shall not be applicable to Continuing Education Teachers.
- 17.015 Notwithstanding Article 17.014, the grievance and arbitration procedures set out in this collective agreement shall apply to Continuing Education Teachers with respect to the terms and conditions of employment set out in Article 17.
- 17.016 The Board and the Teachers agree that the employment of a Continuing Education Teacher is conclusively deemed to be terminated upon the completion of the course which the Teacher was employed to teach or the date of cancellation of the course which the Teacher was employed to teach.
- 17.017 Notwithstanding Article 17.016, if a course which a Continuing Education Teacher was employed to teach is cancelled on or after the first scheduled session of such course, the Board shall pay to such Teacher the sum of two hundred (\$200) in addition to any hourly rate earned by the Teacher for the course prior to its cancellation.
- 17.018 The following articles are to be incorporated within the terms and conditions of employment for Continuing Education Teachers:
- 1.030 A (i) (ii)
  - 1.030 B
  - 1.035 (a) (b)
  - 13.061
  - 13.062
  - 13.063
  - 13.064
- 17.019 The Board will administer the employment of Continuing Education in a non-arbitrary/non-discriminatory manner.
- 17.020 Prior Learning Assessment Recognition (PLAR)
- a) Teachers are able to access PLAR work through Human Resources posting procedures.
  - b) Compensation for PLAR related work is as per article 17.011.

## APPENDIX “A”

### CO-ORDINATOR

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

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

### CONSULTANT

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

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

**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”

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

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

#### Statement of Commitment:

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

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

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

#### Principles:

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

#### Harassment:

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

#### Harassment may include but is not limited to:

- (a) Unwanted comments, interference, or suggestions
- (b) Various forms of intimidation and aggressive behaviour
- (c) Verbal and emotional abuse
- (d) “Bullying” – which is an attempt to undermine an individual through criticism, intimidation, hostile verbal and nonverbal communication and interfering actions
- (e) Withholding of information necessary to perform one’s duties
- (f) Abuse of position/authority – this does not include the normal exercise of supervisory responsibilities, including direction, counseling and discipline when necessary
- (g) Jokes, name-calling or displaying material(eg: posters, cartoons) which demean, embarrass or humiliate

#### Sexual Harassment:

Sexual Harassment is defined as any unwelcome sexual comment or conduct that intimidates, demeans or offends an individual. Sexual harassment is an expression of power in a sexual manner. Sexual harassment includes, but is not limited to, that which creates a hostile or offensive work environment, or could be reasonably thought to put sexual



conditions on a person's job or employment opportunities. Sexual harassment is prohibited under the Code regardless of the gender of the persons involved.

Sexual Harassment may include, but is not limited to:

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

Resolution Procedures:

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

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

It is understood that throughout the process the Teacher complainant will be kept informed of any actions that are taken.

#### Employee Workplace Conduct Checklist for Dealing with an Incident of Discrimination or Harassment

#### GENERAL ADMINISTRATIVE PROCEDURE: #305.00

All persons working for the Board or carrying out Board business on a temporary, part time or full time basis are covered by this procedure.

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

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

STEP 1 - SPEAK UP

### (THE MAJORITY OF CASES ARE RESOLVED AT THIS STEP)

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

### STEP2 - INFORMAL PROCESS

(Not used in the **case** of sexual harassment complaints)

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

Action may include:

- ❑ Meeting between the Supervisor/Manager/Principal and the Respondent to discuss the concern(s).
- ❑ Referral to other procedures as the Board considers appropriate.
- ❑ Referral of the concern(s) to STEP3.

- Meeting between the Supervisor/Manager/Principal, Complainant and the Respondent to reach a resolution, **AND**
- Resolution – Agreement/letter is prepared and signed by both the Complainant and the Respondent. A copy to be forwarded to the Superintendent of Employee Relations marked “Private and Confidential” **OR**
- No Resolution – Move to STEP3.

### STEP3 – FORMAL RESOLUTION

(In the case of sexual harassment: In lieu of Step 1, at the option of the Complainant)

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

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

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

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

Following the investigation:

- U The Complainant and the Respondent will be advised by the Superintendent of Employee Relations/designate of the conclusion of the Step 3 investigation.

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

## OUTCOMES

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

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

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

### Consultation with Principal and OECTA

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

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

## APPENDIX “E”

### Temporary Administrative Replacement

- (a) A Temporary Administrative Replacement is a Teacher appointed by the Director of Education, on the recommendation of the Principal, to be the Principal’s designate to carry out administrative duties when the school’s administration is required to be absent from the school. The Temporary Administrative Replacement is responsible only for responding to emergency situations. Where a school’s enrolment exceeds **1500** students, the Temporary Administrative Replacement can be assigned when only one Administrator is on site.
- (b) A Temporary Administrative Replacement shall not discipline or evaluate other Teachers.
- (c) It is understood that:
  - i) the appointment of the Temporary Administrative Replacement is for one year.
  - ii) no on-calls will be generated as a result of the utilization of a Temporary Administrative Replacement.
  - iii) the time spent by a Temporary Administrative Replacement performing such duties is not part of the Teacher’s **825** minutes of supervision/on-call time per semester.
  - iv) the Temporary Administrative Replacement will not be called upon more than on **two (2)** consecutive days.
  - v) a list of all Temporary Administrative Replacements will be provided to the Unit on an annual basis, no later than October **15<sup>th</sup>**.

## APPENDIX “F”

### Part Time Teaching Load

The following process for part time teaching load is available only to Teachers assigned to a school within the staffing complement listed on the Board wide staffing spreadsheet.

1. Prior to the Christmas Break, the Principal **will** hold an information meeting for Teachers interested in part time teaching opportunities for the following school year.
2. A Teacher considering a part time teaching workload is encouraged to contact the Ontario Teachers’ Pension Board regarding potential pension implications.
3. A Part Time Teaching Workload Form is available at the main office and/or the OECTA Representative.
4. A Teacher seeking part time work shall submit a Part Time Teaching Workload Form to the Principal **by** January 15th of the preceding school year of said request. Completion of the Part Time Teaching Workload Form is an indication of a commitment to that school for the following school year. It is understood that any Teacher who submits a Part Time Teaching Workload Form to the Principal shall not normally apply nor be eligible for a general leave as per Article **7.068** and will be subject to provisions therein but with due consideration to extenuating circumstances.

5. A Teacher shall receive written acknowledgement of receipt of their Part Time Teaching Workload Form by January 15th.
6. All part time requests submitted by January 15th to the Principal via the Part Time Teaching Workload Form shall be granted. The Principal shall submit a Staffing Request Form to Teacher Personnel for any Teacher whose F.T.E. status is changed as a result of this process.
7. A part time teaching workload shall be applied throughout the entire school year.
8. Part time teaching workload options available at the time of submission of the Part Time Teaching Workload Form are: **0.33; 0.50; or 0.67** equivalent of one (1) FTE.
9. A Part Time Teaching Workload Form cannot be withdrawn or modified after January 15th except by mutual consent of the Principal and the Teacher.
10. A Part Time Teaching Workload Form is for a period of one year and must be submitted annually, conforming to the prescribed timelines. In the absence of a Part Time Teaching Workload Form, the Teacher will be assigned a full time teaching workload for the following school year.
11. Part time Teachers shall indicate preferences for teaching periods on the Part Time Teaching Workload Form. This request shall receive full consideration by the Principal.
12. A Teacher subsequently declared surplus and placed at another school may not be able to retain their part time teaching workload. This request shall receive full consideration by the receiving Principal.
13. Job expectations of a part time Teacher are consistent with that of a full time Teacher.
14. Department Heads with a part time teaching workload shall perform all Department Head responsibilities unless;
  - a) By mutual consent of the Principal and the Department Head, such responsibilities and allowances are pro-rated with another Teacher, or,
  - b) By mutual consent of the Principal and the Department Head, forego the responsibilities and allowance for the duration of the part time teaching workload with such responsibilities and allowances being assigned in an acting capacity to another Teacher consistent with Article 5.051.
15. Each Principal shall calculate the total part time FTE complement. If the total part time FTE complement is a decimal (**0.33; 0.50; 0.67**) such information shall be provided to the SSAC sub committee in order that it be accommodated in the assigned school staffing.

Dufferin-Peel Catholic District School Board  
Part-time Teaching Workload Form

(This form will be accepted by the Principal **up** until January 15<sup>th</sup> in any year)

Date Submitted: \_\_\_\_\_ School: \_\_\_\_\_

Full Name (Please print) \_\_\_\_\_ Employee # \_\_\_\_\_

Please check one:     Teacher  
                               Department Head

Part Time Teaching Workload Request (please check one):

**.33**             **.50**             **.67**

Part Time Teaching Period Preference (please check appropriate period/s)

Period 1           

Period 2           

Period 3           

Period 4           

Period 5           

I understand that submission of this form precludes application to any postings and/or normally general leaves as per Article **7.068** for the following school year.

Teacher Signature: \_\_\_\_\_

Principal Signature: \_\_\_\_\_

Date Received: \_\_\_\_\_

School: \_\_\_\_\_

Teacher Name

Employee #

Teaching Load Request  
**(.33, .50 or .67)**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

**Total Part-time**

\_\_\_\_\_

0

**Principal Signature** \_\_\_\_\_

\*To be completed by the School Principal and forwarded to the Principal of Employee Relations



## 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

### Unit Representation on Board Committees

It is understood that where the Board establishes an active standing or ad-hoc Board-wide committee which impacts Teacher working conditions for which Teacher participation on the committee is desired by the Board, and also for which there is no legislative or contractual obligation mandating Unit participation, the Board shall request the name of a Teacher from the DPSU to serve on said committee. The DPSU President will forward the name of the Unit approved appointee to the Board.

This does not preclude the Board from having additional Teachers with particular expertise, beyond the Unit approved appointee, serve on any Standing or Ad-hoc Board-wide committee.

It is further understood that if the Unit requests to have more than one Unit approved Appointee on any Standing or Ad-hoc Board-wide committee, and if the Board agrees, the costs associated with the additional appointee's participation including, but not limited to, Occasional Teacher Costs and Mileage, will be borne by the DPSU.

## 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 AND/OR SHARED 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**

The parties agree that there shall be no in-school release periods **unless Ministry funding is to be provided.**

#### **LETTER OF UNDERSTANDING NO. 6**

It is understood that the selection of Teachers for Continuing Education credit delivery teaching positions shall be based on criteria developed by the Board and reviewed annually 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. 9**

At the request of either party, a joint ad hoc committee shall be formed to review and examine issues of “shift” and/or “shared” schools at least six (6) months prior to any “shift” and/or “shared” 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. 10**

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. 11**

**It is understood that should the current “Catholic Code of Conduct (2008)” need to be reviewed and/or amended, the Unit will be asked to participate in the review/amendment process.**

## **LETTER OF UNDERSTANDING NO. 12**

Effective September 1, 2005

1. a) The guidance ratio will be **400** 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 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. 13**

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

## **LETTER OF UNDERSTANDING NO. 14**

Workload, Supervision/On Call

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 legislation requires more supervision/on call than provided in 13.020A, the Board will implement whichever is greater.

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

When the Board considers the establishment of “e-learning” curriculum delivery during **the** regular school **day**, 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 UNDERSTANDING NO. 16**

Upon the request of either party, the parties shall meet to review the implementation of any proposed changes to alternative education programming.

## LETTER OF UNDERSTANDING NO. 17

### Electronic Communication

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

## LETTER OF UNDERSTANDING NO. 18

### Functional Abilities Form

A Teacher on a medical leave receiving a Functional Ability Form from the Board, shall present this form to the attending physician for completion. The Teacher will also sign the form authorizing the physician to release the information included on the Functional Ability Form to the Board. The form, as completed by the physician, is to be returned to the Health Promotion & Wellness department within the timelines requested, except in extenuating circumstances.

## LETTER OF UNDERSTANDING NO. 19

### Class Size Guidelines

The two parties, through the Joint Consultation Committee, shall research, study and produce a report outlining class size guidelines. Areas to be explored include, but are not limited to:

- Class size numbers
- PTC usage
- Effective usage of class size data

The work on this issue shall commence no later than 90 days after ratification and the parties shall present their recommendations by June 1<sup>st</sup>, 2009.

## LETTER OF UNDERSTANDING NO. 20

The two parties shall establish a Joint Consultation Committee. The committee shall operate in accordance with the following terms of reference:

- i) The Joint Consultation Committee will be comprised of three (3) representatives of D.P.S.U. and three (3) representatives of the Board.
- ii) Each party can bring additional resource personnel as agreed to by the parties.
- iii) The Joint Consultation Committee discussions will include, but not be limited to, the following standing issues:
  - a) Workload / Class Size
  - b) New Initiatives

- c) Teacher Welfare
  - d) Contract Administration
  - e) Safety In Schools
- iv) The Committee shall meet on a bi-monthly basis except during the summer months and negotiations.

#### LETTER OF UNDERSTANDING **NO. 21**

##### Professional Development

- (a) Professional Development shall be job-embedded, informed by research, and done in partnership between the Board and DPSU.
- (b) Professional Development shall be addressed at the system level through the establishment of a Joint Committee.
- (c) Professional activities for Teachers during Professional Activity days shall be consistent with the learning goals identified in the Teacher's Annual Learning Plans.
- (d) There shall be established a Joint Professional Development Committee composed of three (3) representatives of DPSU appointed by the Unit Executive and three (3) representatives of the Board. The representatives of the Unit and the Board shall each nominate one of their number as a Co-Chairperson.
- (e) The Committee shall meet four (4) times per year.
- (f) The functions of the committee shall include but are not be limited to:
  - (i) oversee professional activities for Teachers during Professional Activity days.
  - (ii) promote best practices and sustain successful Catholic Professional Learning Communities and monitor their implementation.
  - (iii) promote a focus on learning, collegiality, respect for professionalism, commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.

#### LETTER OF UNDERSTANDING NO. 22

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, Teachers are required to provide a minimum of thirty (30) days written notice of their intention to resign to the Superintendent of Human Resources.

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

## LETTER OF UNDERSTANDING NO. 23

### Changes to be made to the: Master Benefit Plan

Effective January 1, 2009, the Dufferin Peel Catholic District School Board will realize an estimated savings of approximately \$120,000.00 through changes in orthotic benefits within the master benefit plan, specific to the DPSU.

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

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

The estimated savings of \$120,000.00, achieved through the changes in orthotic benefits will be expended by increasing the physiotherapist to \$40.00 per visit, the registered massage therapist to \$25.00 per visit, changing the chiropractor service to include podiatrist and chiroprapist, and increasing the limit to \$275.00 per year.

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

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

## LETTER OF UNDERSTANDING NO. 24

### PDT Benefits

In accordance with the terms of the Provincial Discussion Table (PDT Agreement) for the 2008-2012 Collective agreement, the Dufferin-Peel Catholic District School Board and the Dufferin-Peel Secondary Unit agree that:

The estimated figure provided for in the PDT Agreement for benefit enhancement in 2010-2011 is \$350,000.00

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

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

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

By June 1, 2010 the Unit will inform the Board of the benefit enhancements that will come into effect September 1, 2010.

Once the benefit enhancements have been identified, Article 6 will be adjusted to reflect same.

#### LETTER OF UNDERSTANDING NO. 25

The two parties shall establish a committee for the purpose of reviewing and revising the existing collective agreement language regarding the organizational structure of Department Heads as referenced in Articles 13.012; 13.013A, B, C; 13.016; and any other relevant articles as identified by the committee. The committee shall meet no later than 90 days following ratification of this collective and shall consist of up to four (4) members from each respective party. This committee shall report to the Associate Director – Instructional Services no later than June 1, 2009. If the recommendations are approved by the Associate Director, the intent of the parties is for them to be implemented effective for the 2010-11 school year.

#### LETTER OF UNDERSTANDING NO. 26

##### Mentoring

##### 1. Mentor declaration of Interest

- i) Mentors are identified by school
- ii) Any level of Mentor participation is voluntary
- iii) Mentors self-identify and will be eligible for selection by a Mentee
- iv) Mentors complete a standard Board form with copies returned to the Principal
- v) A Board-wide Mentoring-form will be used to identify/survey the level of an individual's Mentoring involvement.
- vi) The list of Mentors is to be posted electronically within the school to all Mentees. The List should also include specialty areas of the Mentors (English etc.)
- vii) The List of Mentors is to be compiled and posted no later than Sept. 30.

##### 2. Mentor Selection

- i) Mentees are to select a Mentor from List
- ii) Mentee notifies the Principal
- iii) The List of Mentor-Mentee pairings is to be made available in the schools for the OECTA Rep.
- iv) At the end of this process the Principal must ensure that all Mentees have been matched with a Mentor (depending on availability – it may not necessarily be from the same school and it may be a shared Mentor)
- v) The initial list of Mentor/Mentee pairings is to be made available to all parties by October 15 by the Principal

### 3. Mentor Training

- i) All formally designated Mentor training will occur during the school day
- ii) Supply coverage will be provided
- iii) All active/formally designated Mentors will receive training
- iv) The DPSU to receive communication regarding the training

### 4. Mentor and Mentee Relationship: Roles and Responsibilities

- i) The Mentee directs their own Mentoring program – including all recordkeeping
- ii) The Mentor is an additional professional resource
- iii) The Board will provide support and resources to foster positive Mentoring relationships
- iv) Mentor communication is exclusively with the Mentee
- v) The Mentee – Principal relationship (as per the Mentoring program) is non-evaluative and separate from T.P.A.
- vi) The Mentee – Mentor relationship is non-evaluative

### 5. Release Time

- i) Expenditures for release time will be maximized
- ii) Other government funded opportunities will be maximized
- iii) A pool of release days will be provided at the school level to be used by both Mentee and Mentor
- iv) Supply coverage will be provided

### 6. Relationship to TPA for both Mentor and Mentee

- i) Mentoring is separate from TPA

### 7. Role of Department Head

- i) A Department Head is not compelled to be a Mentor
- ii) Department Heads will continue to provide supports they have always provided.

### 8. Exit Procedures

- i) Any dissolutions of a Mentoring relationship will be without prejudice to either party.

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



## **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.

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