

SOURCE	Union		
EFF.	98	09	01
TERM.	2000	08	31
No. OF EMPLOYEES	940		
NOMERE D'EMPLOYES	940		

COLLECTIVE AGREEMENT

Between

THE DURHAM CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the Board)

- And -

THE ONTARIO CATHOLIC ENGLISH TEACHERS' ASSOCIATION

(hereinafter called O.E.C.T.A.)

SEPTEMBER 1, 1998 UNTIL AUGUST 31, 2000

11261 (01)

INTRODUCTION

WHEREAS it is the common goal of the Board and O.E.C.T.A. to provide the best possible educational service for the students of the Durham Catholic District School System;

AND WHEREAS to achieve that common goal it is essential that the Board and O.E.C.T.A. maintain a harmonious relationship;

It is the desire and hope of the Board and O.E.C.T.A. that this Collective Agreement will assist in bringing about this common goal

ARTICLE I: RECOGNITION

- 1:01 (a) The Board recognizes the local negotiating committee of O.E.C.T.A. as the regular and official committee to negotiate on behalf of the O.E.C.T.A.

The Board recognizes the Grievance Committee of O.E.C.T.A. as the official body representing grievances to the Board. Each party will notify the other party of the membership of its Committee by September 30th annually. O.E.C.T.A. is the exclusive bargaining agent for every Teacher (other than Occasional Teachers, Principals and Vice-Principals) who is assigned to one or more elementary schools or who performs duties in respect of such schools all or most of the time.

- 1:02 (a) This Collective Agreement is subject to the provisions of the Ontario Labour Relations Act.

Where a conflict appears between a provision of this Agreement and a provision of an Act or Regulation, the provisions of the Act or Regulation shall prevail.

- (b) The Board shall comply with the Employment Equity Act, the Ontario Health and Safety Act and the Ontario Human Rights Code. Any alleged violation of any of these Acts shall be dealt with pursuant to the enforcement mechanism outlined in the Acts.



ARTICLE II: DURATION

- 2:01 This Collective Agreement shall have effect from September 1, 1998 and shall continue to operate until August 31st, 2000 and from year to year thereafter, unless either party gives notice in writing to the other party within the period of 120 days before the Collective Agreement ceases to operate, of its desire to negotiate with a view of renewal, with or without modifications, of the Collective Agreement then in operation.
- 2:02 During the term of this Collective Agreement, amendments to the Articles defined herein shall be made only in writing and by mutual consent of the parties to this Collective Agreement. The party wishing to negotiate amendments must furnish the other party with written information concerning the nature of any amendments it seeks at least one week prior to the date for discussing such amendments.

ARTICLE III: SALARY TABLES

3:01 TABLE OF SALARIES

September, 1998 - August 31, 1999

Years of Experience	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0	28937	30895	32456	35448	37091
1	30631	32802	34544	37837	39629
2	32326	<u>B 34710</u>	36631	40225	42167
3	<u>34088</u>	<u>36616</u>	38720	42612	44704
4	35862	38521	40807	45001	47244
5	37645	40431	42896	47390	49771
6	39696	42336	44985	49780	52309
7	41474	44243	47075	52169	54857
8	43252	46149	49164	54558	57397
9	45034	48056	51252	56948	59935
10	46812	49964	53342	59336	62472
11	<u>48587</u>	51872	55431	61727	65010
	51872				

3.01 September 1, 1999 - August 31, 2000

Years of Experience	Cat. A	Cat. A I	Cat. A2	Cat. A3	Cat. A4
0	29371	31358	32943	35980	37647
1	31090	33294	35062	38405	40223
2	32811	<u>35231</u>	37180	40828	42800
3	34599	37165	39301	43251	45375
4	36400	39099	41419	45676	47953
5	38210	41037	43539	48101	50518
6	40291	42971	45660	50527	53094
7	42096	44907	47781	52952	55680
8	43901	46841	49901	55376	58258
9	45710	48777	52021	57802	60834
10	47514	50713	54142	60226	63409
II	<u>49316</u> 52650	52650	56262	62653	65985

All annual increments in this Agreement shall be based upon the completion of ten (10) months of teaching and/or experience in an allowable area. The effective date for all increments is to be September 1st. When teaching and/or experience in an allowable area is less than ten (10) months, the increment shall be taken to the nearest tenth of a year and prorated.

3:02 PAY EQUITY AGREEMENT

A teacher in Level " A shall not move beyond the penultimate experience step of Level " A except as follows:

- (1) A teacher who has under the terms of the Board's Collective Agreement qualified to move to Category A1, A2, A3 or A4, shall do so; or
- (2) A teacher who has successfully completed the course requirements listed in (a), (b) or (c) below shall move to the maximum of Category A on September 1st provided course requirements are completed prior to September 1st. No acceptable course shall be included which has been used in any way whatsoever by the teacher for a category ranking or other salary purpose under the terms of the Board's Collective Agreement. Movement shall take place as follows:

- 3:02 a) In the case of a teacher qualified in accordance with the Board's Collective agreement to be placed in Category B, five (5) acceptable courses at least four (4) of which must have been completed since January 1, 1990.

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- b) In the case of a teacher qualified in accordance with the Board's Collective Agreement to be placed in Category C, seven (7) acceptable courses at least five (5) of which must have been completed since January 1, 1990.
 - c) In the case of a teacher qualified in accordance with the Board's Collective Agreement to be placed in Category D, nine (9) acceptable courses at least six (6) of which must have been completed since January 1, 1990.
- (3) Acceptable courses shall be defined as university courses, Ontario Ministry of Education and Training courses, certificates or diplomas used for category placement under the terms of the Board's Agreement.

ARTICLE IV: RESPONSIBILITY ALLOWANCES

4:01 (1) **CONSULTANTS**

A Consultant is a person responsible for a designated area of program or support service offered by this Board to its students.

The Consultant shall be paid a basic allowance of seven (7%) percent of Category A4 per annum maximum and shall receive annual increments to a maximum of three (3) for successful experience in the Consultant's role. Each increment shall be one and one-half (1.5%) percent of the Category A4 per annum maximum.

(2) **FAMILY OF SCHOOLS COORDINATORS**

A Family of Schools Coordinator is a person who co-ordinates the activities of the Student Services Team for a Family of Schools.

The Family of Schools Coordinator shall be paid a basic allowance of seven (7%) percent of Category A4 per annum maximum and shall receive annual increments to a maximum of three (3) for successful experience in the Family of School Coordinator's role. Each increment shall be one and one-half (1.5%) percent of the Category A4 per annum maximum.

(3) **DISTRICT RESOURCE TEACHERS**

A District Resource Teacher is a teacher who is seconded from the system for a period of two (2) years, and who provides expertise in a specific area.

This teacher will be responsible to the Director or designate and will receive an allowance of \$2,123 per year and \$2,155 per year effective September 1, 1999, prorated on a daily basis. Clause 4:01 (4) of the Collective Agreement does not apply to this position.

1) **SALARY AND ALLOWANCE PROTECTION**

Teachers covered by this Collective Agreement who are receiving a Consultant's or a Family of Schools Coordinator's allowance shall receive salary or allowance protection according to the following Schedule when a change in position or responsibility results from re-assignment to a classroom or to any other position of responsibility.

Schedule

Consultants, Family of Schools Coordinators:

Allowance Protection does not extend beyond the term of appointment and is effective on the date of change in position or responsibility.

Year One	100% of allowance shall be paid;
Year Two	50% of allowance shall be paid;
Year Three	25% of allowance shall be paid.

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NOTE: This Clause and Schedule shall not apply if the teacher has requested re-assignment, the transfer has resulted from unsatisfactory performance of duty or the teacher has been demoted for just cause.

2) SENIOR TEACHERS

- (a) In September of each year provision for a Senior Teacher shall be made in each school. One or more people may be included in this provision.
- (b) When a teacher is appointed by the Board to assume extra responsibility as a Senior Teacher during the authorized absence of the Principal, and, if applicable, the Vice-Principal, then this teacher shall receive a prorated per diem responsibility allowance of the daily rate of the minimum Vice-Principal allowance. This allowance becomes effective after an absence in excess of 0.5 days and payment will be retroactive to the commencement of the absence. Consideration will be given for an occasional teacher by the Family of Schools Superintendent after day one (1) of the absence.
- (c) Article 4:01(4) shall not apply to this position.
- (d) For Continuing Education, a senior teacher shall be appointed for each school and shall be paid \$23.33 and \$23.68 effective September 1, 1999 for continuing education summer school credit course, and the foregoing amounts per day shall be prorated for continuing education night school credit courses.

4:02 OTHER ALLOWANCES

Allowances for Additional Qualification courses will be granted for Special Education, Guidance, F.S.L. and E.S.L. provided they have not been used for category placement.

Part I	\$300
Part II	\$600
Specialist	\$900

4:03 CONDITIONS FOR PAYMENT OF RESPONSIBILITY ALLOWANCE

Allowance for responsibility for District Resource Teachers, or for Special Education, Guidance, French or English as a Second Language shall be given to teachers who are qualified and designated in writing by the Board to teach in these specific areas and shall be prorated in accordance with the amount of time used in that field.

A teacher eligible for more than one allowance shall receive only the **greater/greatest** of such allowances, with the exception that a teacher receiving an allowance payable under Article 4:02 may also receive an allowance payable under Article 4:01 (5).

4:04 HOME TUTORS

Pay rate shall be \$31.35 per hour and \$31.82 per hour effective September 1, 1999.

4:05 CONTINUING EDUCATION - CREDIT COURSES

- (1) The parties agree that all rights and privileges for continuing education teachers teaching credit courses are contained in this Article.
- (2) All positions will be posted internally and in filling positions the Board will give preference to qualified teachers employed by the Board.
- (3) The hourly rate of pay for continuing education teachers teaching a credit course will be \$31.35 and \$31.82 as of September 1, 1999.
- (4) The hourly rate of pay is based only on scheduled classroom teaching hours.

ARTICLE V: PROFESSIONAL IMPROVEMENT

5:01 (1) Course Reimbursement

The Board shall reimburse teachers as follows:

- a) seventy-five percent (75%) of the tuition fees if traveling outside Durham Region or County of residence; or
- b) fifty percent (50%) of tuition fees if traveling within Durham Region or County of residence;
- c) to take recognized additional qualifications courses and/or undergraduate university courses.

The application percentage will be payable on the successful completion of the course(s).

(2) Conditions

- a) The teacher must have been employed by the Board for one teaching year (10 months) and will agree to remain in the employ of the Board for a minimum of one year following the completion of the course(s).
- b) The maximum number of courses to be reimbursed shall be two (2) full credit or four (4) half credit courses in any year (July 1st - June 30th).
- c) The reimbursement must be for course(s) taken during the same time period as in (b) above.
- d) In any school year, the maximum reimbursement shall be \$195.00 or \$250.00 for any courses mandated by the Board.
- e) Application for reimbursement must be submitted within 120 days of the completion of the course.

5:02 DEFERRED SALARY LEAVE PLAN

The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a one year leave of absence, and through deferral, finance the leave. All terms and conditions must comply with the current Income Tax Regulations.

5:02 (1) Qualifications

Any employee who is a full-time or part-time staff member, with permanent status with the Board and who has completed at least five (5) years teaching for the Board, may apply to participate in such Plan. An employee may take more than one Deferred Salary Leave in a career.

(2) Application

An employee wishing to participate in such Plan shall apply in writing to the Director on or before February 1st to participate in the Plan commencing the following September 1st.

Written acceptance or denial of the employee's request will be forwarded to the employee by May 1st in the school year the original request is made.

(3) Condition

- a) The leave of absence will be taken in the final year of the Plan. The employee must return to the employ of the Board for at least one year after the leave.
- b) During the year of the leave, the employee may not be employed in any other capacity by the Board during the school year.

(4) Selection

Application for such leave shall be forwarded to the employee's Superintendent and shall then be reviewed by the Special Leave Committee comprised of equal members of the employees and of the Board's administrative officials. Consideration shall be given to applications for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to employees with longer service.

The committee will recommend to the Board which ten (10) applicants may use the Deferred Salary Leave Plan, commencing September 1st. Approval to participate in the Plan rests solely with the Board.

The Branch Affiliates will appoint employees to serve on the Special Leave Committee.

(5) Salary Formula

The leave will be financed by spreading "n" years salary payments over an "n" plus one period. "n" is not to exceed four (4) years. The leave of absence must be taken in the final year of the Plan. A maximum deferral under the Income Tax Act in any given year is 33 a%.

5:02

- (a) In all the years of the Plan, commencing September next following approval, the employee shall be paid a percentage of the salary and allowances to which the employee is otherwise entitled.
- (b) The remaining percentage of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the bank or other Canadian savings institutions on Daily Interest Savings Accounts and compounded daily.
- (c) The leave of absence shall commence on September 1st of the final year from the commencement of the employee's participation in the Plan.

5:02

- (d) The Board pays the employee all the funds accumulated pursuant to (b) in installments as per the regular pay schedule.
- (e) Interest earned on the deferred amounts must be paid to the employee in the taxation year in which it is earned. These amounts are to be treated as employment income for the purpose of the Income Tax Act and shall be paid by December 31st in each year.

(6) Employee Benefits

Employees enrolled in the Plan shall pay the full share of premium costs for employee benefits during the year of leave.

(7) Sick Leave Credits

The employee shall not be entitled to any sick leave credits during the period of such leave but upon return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave.

(8) Seniority

During such leave, the employee's seniority shall accumulate; however, for the purpose of Article III, the period of such leave shall not be regarded as experience.

(9) Retirement Gratuity

The year of leave shall not be calculated in the determination of any retirement gratuity

(10) Reinstatement

On return from the leave, the employee shall be reinstated to a position which is equivalent to that held at the commencement of the leave. Participants in the Plan:

- (a) are eligible to apply for a position of responsibility and to assume the position once participation in the Plan is concluded; and
- (b) may request a change from part-time to full-time teaching position or vice-versa and, if approved, may assume that position once participation in the Plan is concluded.

(11) Pension

Contributions to the Teachers' Pension Plan while enrolled in the Deferred Salary Leave Plan will be based on the salary the employee would have earned had they not been participating in the Plan (Pension Bulletin **92-04**).

(12) Income Tax

Income Tax shall be deducted in accordance with applicable legislation. Any employee entering the Plan will be subject to tax in each year of the Plan only on the amount of income actually received in the year. The interest referred to in "Salary Formula"

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sections (b) and (d), when paid, will be viewed as normal remuneration in the hands of the employee and not as interest income, and the tax to be withheld by the Board shall be based on the amount actually paid to the employee.

5:02 (13) Delay Withdrawal, Redundancy and Death

- (a) A employee declared surplus under Article XV or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The employee shall then be paid within sixty (60) days a lump sum equal to the contributions plus interest accrued to date of the withdrawal.
- (b) If an employee dies, retires, is dismissed or terminated, or otherwise leaves active employment with the Board while participating in the Plan, the employee's personal representative, in the event of death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, termination or leaving, as the case may be.
- (c) A participating employee may not withdraw from the Plan except in extenuating circumstances. Such employee may withdraw from the Plan with the consent of the Board, upon giving not less than six (6) months notice of intent. Within sixty (60) days of such withdrawal, the Board shall pay to the employee the deferred compensation amount.
- (d) A participating employee who withdraws from the Plan under (b) and/or (c) shall receive the sum accumulated in the trust including accrued interest. Subject to applicable Income Tax legislation, payout will be within one (1) year of withdrawal from the Plan or as arranged to the mutual satisfaction of the Board and the employee.
- (e) The leave of absence may, with the consent of the Board, be postponed for a period of one year. The postponement will not move the commencement of the leave beyond six (6) years from the date of enrolment in the Plan.
- (f) The employee may, on one occasion while participating in the Plan, give notice to the Board stating a desire to suspend participation in the Plan for a period of twelve (12) months as at the anniversary date of enrolment in the Plan. The deferred compensation shall continue to be held by the Board until the employee takes the leave of absence.

(14) Contract

Any employee accepted for a Deferred Salary Leave Plan shall sign a contract using a format similar to the following example:

5:02 Sample

THE DURHAM CATHOLIC DISTRICT SCHOOL BOARD

Agreement of Deferred Salary Leave

Teacher: _____ Enrolment Date: _____

Year of Leave: _____

Having read the terms and conditions of the Durham Catholic District School Board's Deferred Early Leave Plan, the Teacher agrees:

To enter the Plan under the terms and conditions as outlined in the Teacher-Board Collective Agreement in operation during each year of the Deferred Salary Leave Plan.

It is agreed by the Teacher and the Board that:

1. In each year of the _____ period commencing September 1st, 199_, the Teacher shall receive on each payday _____ percent of the gross **bi-weekly** salary and allowance to which the Teachers is entitled in accordance with the Collective Agreement, less applicable statutory deductions and deductions for benefits.
2. During the same period, the remaining percentage of the Teacher's gross **bi-weekly** salary and allowance shall be deposited on each payday in a separate daily interest savings account, in the name of the Durham Catholic District School Board, in trust.
3. All interest earned on monies deposited shall be credited to the account.
4. At the end of each school year the Teacher shall be issued a statement showing all deposits and interest earned during the preceding twelve month period and the balance of the account at the end of the period.
5. Prior to commencement of the leave, the Teacher must inform the Board which of the following payment methods will be selected for that year:
 - (1) Payment in one lump sum, on September 1st, of all the monies in the savings account on that date, less all applicable deductions:

or
 - (2) Payment on each payday, in lieu of salary, of an amount calculated by dividing the balance of the account on September 1st by the number of paydays in the school year, reduced by applicable statutory deductions and deductions for benefits. Such payments shall be charged to the account on the day payment is made. Interest earned during the final year of the leave shall be included on the final cheque.

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6. All inquiries concerning the Plan and the bank account shall be directed to the Board's Payroll Department.

Dated at Oshawa, Ontario this _____ day of _____, 199__.

Signature of Teacher

for the Durham Catholic District School Board

4763

Distribution: White - Payroll Yellow - Teacher

ARTICLE VI: TRAVEL

- 6:01 (1) Any employee covered by this Collective Agreement, authorized by the Director or designate to travel as part of the job, shall be paid a travelling allowance per kilometre as approved from time to time by the Board.
- (2) For teachers employed as Consultants, Family of Schools Coordinators, Itinerant Teachers, and Resources Teachers, the Board will pay a basic monthly travel allowance of seventy-five (\$75.00) dollars plus a travelling allowance (per kilometre) as approved from time to time by the Board. This kilometre allowance is for all kilometres in excess of 161 kilometres driven in any one month.
- (3) Note: In the event of a new Board Policy resulting in an increase, the new Board Policy shall become an addendum to this Collective Agreement.

ARTICLE VII: NEW POSITIONS AND VACANCIES

- 7:01 (1) Although it is understood that the Board has the sole right to create or designate a new position to be filled by a teacher who comes within the scope of this Collective Agreement, it is agreed that salary and additional allowances for such a position must be arrived at after negotiation with the Teachers' authorized representatives.
- (2) All vacancies for Consultant, Family of Schools Coordinator, District Resource Teacher, and any other new position of responsibility shall be posted in all schools and may be simultaneously advertised provincially.
- (3) Administrative Procedures for the positions of Principal and Vice-Principal will be issued through Director's Memorandum.
- (4) All classroom teacher vacancies shall be posted in accordance with the Teacher Transfer Policy Guidelines and Procedures.

ARTICLE VIII: EXPERIENCE

- 8:01 (1) Experience is interpreted as successful qualified teaching experience in a publicly supported school or private school.
- (2) Prior successful experience in a publicly supported school or private school in any position recognized by the Board, shall be recognized for salary placement and payment of allowance.
- (3) Teachers who teach half-time only shall have their experience calculated at the rate of one year for every two years of half-time service.
- (4) Effective September 1, 1996, for related trade experience, a teacher may receive an allowance of one-half ($\frac{1}{2}$) of a year teaching experience to each year of trade related experience up to five (5) years on the grid. The salary and allowance shall not exceed the maximum salary for a teacher's Category. Recognition of related trade experience shall be subject to the approval of the Director of Education or designate.
- (5) A teacher appointed to a position as an interim Vice- Principal *for* a period of five (5) months or more shall have that experience in the position credited for salary and allowance purposes, only in the event the teacher is subsequently appointed to the position.

ARTICLE IX: SALARY PAYMENTS AND ADJUSTMENTS

9:01 PAYMENT

- (1) (a) Salary shall be paid on the basis of $1/26 \times$ applicable yearly salary and allowance except that the final cheque in June shall include all monies owing to teachers under the Collective Agreement in the school year.
- (b) Pay day shall be every second Thursday or the preceding day in case Thursday is a statutory holiday, commencing with the first teaching Thursday in September. The final pay day will be not later than the last school day that is a Thursday in June.
- (c) In the event a regularly scheduled pay falls during the Christmas and/or Winter Break, the pay shall be received on or before the Thursday preceding that break and will be dated for the last school day preceding the break.
- (d) A teacher is entitled to be paid his or her salary in the proportion to which the number of school days on which the teacher performs his or her duties bears to the number of school days in the school year.
- (2) (a) The Teachers' Federation fees as prescribed annually shall be deducted from the teachers' salaries on the first two (2) pay periods of each month and shall be paid to O.E.C.T.A. Provincial Office.
- (b) The Board shall deduct the O.E.C.T.A. Levy of \$2.00 from each pay and remit the amount collected to the Local Bargaining Unit quarterly.
- (3) The Board will have its banking firm deposit the pay of each teacher requesting Direct Banking in an account designated by the teacher. On or before each schedule pay day every teacher shall receive an itemized statement of deductions. The statements/cheques will be addressed individually and in envelopes.
- (4) The Board agrees to deduct authorized Credit Union contributions from each pay and have such deductions remitted to the Oshawa Community Credit Union by its banking firm.

9:02 SALARY ADJUSTMENTS

- (1) Any increase in salary by reason of improved qualifications shall be effective for salary purposes September 1st in the calendar year in which proof of documentation is registered at the Office of the Director, provided qualifications have been completed by September 1st.
- (2) It is the responsibility of the teacher to bring to the attention of the Office of the Director any improvements in qualifications for salary purposes. Allowances for improved qualifications shall not be retroactive beyond September 1st of the current year.
- (3) In the event of a delay by Q.E.C.O. in filling requests for evaluation, the following procedure shall apply:

9:02

- (a) All candidates must submit to the Office of the Director, on or before December 31st, proof that they have applied to Q.E.C.O. for a Statement of Evaluation prior to December 15th.
- (b) All candidates must submit their Q.E.C.O. Statement of Evaluation, Program 3, verifying the level change immediately upon receipt of same and not later than April 1st. Payment will not begin until the Statement of Evaluation from Q.E.C.O. has been received.

ARTICLE X: CUMULATIVE SICK LEAVE

10:01 ADMINISTRATION OF THE PLAN

- (1) The Board shall administer all things necessary for the conduct of the sick leave credit system in accordance with current legislation.
- (2) The Board shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deductions therefrom.
- (3) The Board shall provide each teacher, on or before December 15th of each year, with a written statement which shall include the number of accumulated sick day credits as of the previous June 30, and the number of sick day credits deducted during the previous year.
- (4) Pay deductions due to absence not covered by the sick leave plan shall be calculated on the basis of the teacher's daily salary.

10:02 SICK LEAVE CREDITS

- (1) Each eligible employee shall be entitled to have one hundred percent (100%) of the unused portion of the annual sick leave of twenty (20) days transferred annually to the employee's accumulated sick leave credit. This credit shall not exceed a maximum of 240 days.
- (2) Where an employee commences full-time teaching after September 1st in any year, the Sick Leave to which the employee *is* entitled shall be pro-rated in accordance with the ratio of days taught to one year of employment.
- (3) Where an employee commences teaching after September 1st in any year as a part-time teacher, the Sick Leave to which the employee is entitled shall be pro-rated in accordance with the ratio of time taught, equated to whole teaching days, to one full year of employment.
- (4) After the Sick Leave of twenty (20) days for full-time teachers, or ten (10) days in the case of half-time teachers, has been used in any school year, each eligible employee shall receive pay due under this plan due to absence caused by sickness, quarantine, disability and other reasons as agreed between the teachers and the Board, pro-rated for part-time teachers, up to the amount of accumulated sick leave.
- (5) If, because of absence, a teacher's Cumulative Sick Leave Credit has been reduced, it may be built up again in subsequent years.
- (6) A teacher who has participated in a cumulative sick leave plan with another Ontario School Board shall be credited with the number of unused sick days earned with the Other Board (to a maximum of 240 days) when hired by this Board.

10:03 MEDICAL CERTIFICATE

- (1) The Board may require a teacher to submit a certificate from a qualified medical practitioner for more than three (3) consecutive days of absence due to illness.

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- 10:03 (2) The Board may require a teacher to submit a certificate from a qualified medical practitioner for any absence due to illness if deemed necessary by the teacher's past attendance record. Teachers required to provide such proof of illness will be informed in advance. Such notification must be made in writing.

ARTICLE XI: LEAVES OF ABSENCE

11:01 (1) PREGNANCY/PARENTAL LEAVE

- (a) The intent of this section is to conform with the Employment Standards Act, 1990. The Board, if requested, shall grant a pregnancy or parental leave to a teacher with permanent status with the Board, not to exceed two (2) years.
 - (b) The Board shall provide for teachers on pregnancy or adoption leave a supplementary unemployment benefit plan which provides a payment of seventy percent (70%) of salary for the two-week waiting period. Such a plan shall be registered with and approved by Canada Employment and Immigration.
- (2) Adoption - A teacher shall be granted leave without deduction from salary to a maximum of two (2) days for needs related to the legal adoption of the teacher's child.
- (3) Paternity Leave - A teacher shall be granted a leave without deduction from salary of two (2) days related to the birth of his child. The teacher must take such leave within the period commencing from the date of admission of the mother for the birth of the child, up to and including the day of discharge of the child from the hospital.

11:02 LEAVES OF ABSENCE

- (1) The Director or designate may grant a leave of absence of up to ten (10) working days, with or without pay, to a teacher required to be absent for personal reasons. Such leave shall not be contingent upon the teacher arranging internal coverage.
- (2) The Director may grant a leave of absence without pay for periods of time in excess of ten (10) days but not exceeding one (1) year to teachers with permanent status with the Board.
- (3) Witness in Court - The Board shall grant a leave of absence where a teacher is summoned as a witness in court, provided the teacher is neither the plaintiff nor the defendant in the action. The teacher shall receive full salary from the Board and turn over to the Board all monies received from the court as witness fees.
- (4) Jury Duty - The teacher shall receive full salary from the Board and shall turn over to the Board all monies received as jury fees.
- (5) Bereavement/Compassionate Leave - Upon the death of a relative, a teacher shall be granted a compassionate leave of up to five (5) days, depending upon the time of bereavement in relation to the normal time off and the degree of relationship of the deceased, without loss of pay.
- (6) Academic Leave - The Board shall grant a leave of absence to the teacher to be absent for professional purposes approved by the Board including examinations and the teacher's graduation.
- (7) Where possible, requests for leave of absence that require Board approval will be submitted in writing to the Director one (1) week prior to the date of a Board meeting.

11:03 FEDERATION LEAVES OF ABSENCE

(1) President's Leave

The President of the Local Unit of O.E.C.T.A. shall be entitled to a leave of absence on a full-time basis subject to the following conditions:

- (a) Such leave shall be subject to prior arrangements with the Director and the availability of a suitable teacher to replace the teacher involved.
- (b) Such leave shall be subject to the teacher relinquishing a position of responsibility for the year during which the leave is granted.
- (c) The Local Unit of O.E.C.T.A. shall reimburse the Board for the cost of the teacher's salary (including any responsibility allowance) and premium contributions for employee benefits for the period of leave.
- (d) Subject to the terms and conditions of the Agreement then in effect, the teacher will be assigned, at the end of the leave, to the position previously held.

(2) Leave for Collective Bargaining Officer

The Collective Bargaining Officer will be granted a sixty percent (60%) leave subject to the following conditions:

- a) Such leave shall be subject to prior arrangement with the Director.
- b) Such leave shall be subject to the teacher relinquishing a position of responsibility for the year during which the leave is granted.
- c) The local unit of O.E.C.T.A. shall reimburse the Board for the cost of the teacher's salary (including any responsibility allowances) and the premium contributions for employee benefits for the period of the leave.
- d) Subject to the terms and conditions of the Agreement then in effect, the teacher will be assigned to the position previously held.
- e) Such leave shall be subject to the availability of a suitable teacher replacement.

(3) Branch Affiliate Leaves

Leaves for Federation business will be granted up to fifty (50) days per school year. These leaves cannot be used to extend other leave provisions in the Collective Agreement. Any individual teacher will be allowed a maximum of six (6) days per school year for such leave. Salary of the occasional teacher will be reimbursed by the Affiliate. Where possible 24 hours notice shall be given to the Superintendent of Human Resources prior to such leaves.

Days used for Conciliation, Mediation and/or Interest Arbitration shall not be charged against this article.

11.03 (4) Association Representatives

- (a) The Board recognizes the appointment of Association Representatives at each school and/or Board site.
- (b) O.E.C.T.A. Local Bargaining Unit will notify the Board in writing of the names of persons elected to office in the Unit and persons elected Members as the Association Representative in a particular school or workplace
- (c) The Board shall provide the Association Representative access to a separate bulletin board in each staff room for posting of Association business and information for the Membership.
- (d) If a Principal or Supervisor requests a teacher to be present at a meeting involving possible discipline, the Safe School Policy or the Childrens' Aid Society Protocol, the Principal or Supervisor will advise the teacher about the nature of the meeting. At such a meeting the teacher is entitled to O.E.C.T.A. representation.

ARTICLE XII: RETIREMENT AND GRATUITY

12:01 (1) **RETIREMENT**

Any teacher who has attained the age of 65 years on or before August 31st of any year shall retire on June 30th of that year. Those who reach 65 years of age on or after September 1st of any year shall retire on June 30th of the following year. Extensions, upon application, may be granted at the discretion of the Board.

12:02 (2) **GRATUITY - QUALIFICATIONS TO RECEIVE**

(a) A retiring employee is one who ceases to be employed by the Board on account of age or health and applies for and receives a retirement pension from the Teachers' Pension Board.

(b) Each employee retiring at normal or earlier date, provided the employee has a record of ten (10) years service with the Board prior to retirement, shall be granted a gratuity in accordance with the Gratuity Table.

(3) **GRANDPARENTING**

The provisions of Article XII will not apply to teachers whose service with the Board commences on or after September 1st, 1983.

Teachers employed by the Board on August 31st, 1983, are guaranteed, when eligible as per conditions of Article 12:01, the benefits under Article VII contained in the 1982-83 Collective Agreement, and the terms and conditions of Article XII may not be changed in **the** future insofar **as** they pertain to those teachers employed by the Board on August 31st, 1983.

All teachers employed by the Board on August 31, 1983, have been provided with a letter guaranteeing benefits as outlined in this Article.

12:02 (4) GRATUITY TABLE

AFTER:

10 years' service	12.5%	
11 years' service	15 %	of
12 years' service	17.5%	cumulative
13 years' service	20%	sick
14 years' service	22.5%	leave
15 years' service	25%	credits
16 years' service	27.5%	x
17 years' service	30%	daily
18 years' service	32.5%	rate at
19 years' service	35%	date of
20 years' service	37.5%	retirement
21 years' service	40%	
22 years' service	42.5%	
23 years' service	45%	
24 years' service	47.5%	
25 years' service	50%	

(5) GRATUITY PAYMENT

All monies provided under sub-paragraph 12:01(2) shall be paid in full to the teacher or in the event of the teacher's death, to the estate, within one year after retirement or as arranged to the mutual satisfaction of the Board and the employee or in the event of death, the employee's executor(s) or administrator(s).

ARTICLE XIII: EMPLOYEE BENEFITS

Details of Employee Benefits Plan are outlined in the Benefits Booklet provided by the carriers.

The Board will contribute one hundred (100%) percent of the premiums for the following employee benefits:

13:01 (1) Extended Health Care Plan

- a) Managed Health Care
- b) Vision Care - maximum \$175/annum for dependent children and \$200/annum effective September 1, 1999; maximum \$175 every two (2) years for adults, and \$200 effective September 1, 1999
- c) Private Hospital Coverage
- d) Hearing Aids - \$300 every 36 months

(2) Group Term Life Insurance

Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$100,000 and \$110,000 effective January 1, 1999.

(3) Dental Care Plan

The Board agrees to pay one hundred (100%) percent of the premiums of the Flexident Dental Plan.

- a) Preventative - \$1,500/annum
- b) Restorative (Dentures) - \$1,000 every five (5) years
- c) Orthodontic - \$1,500 lifetime (dependent children only)

Each January the O.D.A. Fee Schedule shall be updated to the schedule of the preceding calendar year.

13:02 Long-Term Disability Plan

Teachers will pay one hundred (100%) percent of the premium for a Long-Term Disability Plan with benefits to be 68.9% of gross monthly salary to a maximum of \$4,080.

13:03 (1) Optional Insurance

Employees covered under the Board Benefits Plan have the option of purchasing, at their own expense, additional life insurance of either \$20,000, \$40,000, \$60,000 or \$80,000, subject to the insurer's requirements concerning medical evidence.

(2) Dependent Life Insurance

Employees covered under the Board Benefits Plan may purchase, at their own expense, dependent's insurance in the amounts of up to \$50,000 (in increments of \$10,000) for spouse and up to \$20,000 (in increments of \$5,000) for dependent children. Such insurance shall be subject to the insurer's requirements concerning medical evidence.

13:04 Part-Time Teachers

A teacher who teaches on a part-time basis shall, subject to eligibility requirements as specified by the Board's insurers, be allowed to participate in Employee Benefits, but the Board's share of premium costs shall be pro-rated on the basis of the percentage of time worked. The foregoing shall not apply to a teacher currently employed by the Board who was teaching part time for the 1987-88 school year and who continues to be employed each year thereafter as a part-time teacher. For such a teacher, premium costs shall not be pro-rated.

Note: The benefits under this section shall apply to all teachers employed by the Board except those exempted by reason of coverage with their spouses in another group.

Note: Participation in the Plan of Group Term Life Insurance with Accidental Death and Dismemberment Benefits and the Long-Term Disability Insurance Plan are agreed to be a condition of employment with the Board.

13:05 Health Care Benefits for Retirees

Upon retirement and subject to continuing eligibility requirements, a teacher may continue coverage under any of the group benefit plans (except L.T.D.) in which the teacher participated provided that:

- a) a separate group will be established for such retirees and premiums will be established on the basis of those participants in the group:
- b) each participating retiree shall pay the full premium costs of any group benefit:
- c) coverage shall cease at age 65

13:06 Spousal Benefits

Upon the death of an employee the Board will continue benefits for the spouse for a period of two (2) years.

ARTICLE XIV: STAFFING

The following assignments shall be considered for all elementary schools:

Administration- Principal and Vice-Principal where applicable
Classroom Teachers
Teacher Librarian
Program Support Teacher(s)
F.S.L. Teachers
E.S.L./D./A.L.F. teachers
Support staff

14:01 (1) The Board shall ensure that the average size of its elementary classes, in aggregate, does not exceed twenty- five (25) pupils. The Board shall determine the average size of its classes, in aggregate, as of October 31 each year, and the determination shall be made in accordance with Section 170.1 (5) of Bill 160 which may be amended from time to time.

(2) Staffing Formula

- * Staff to be assigned = S.A.
- ** Actual Enrolment (J.K.-8) = A.E

- * S.A. shall include Classroom Teachers (J.K. - 8) minus the full-time equivalent teaching positions held by Vice-Principal.
- ** A.E. includes actual enrolment of J.K. - 8 (with J.K. and S.K. students = 0.5) minus the full-time equivalent students taught by Vice-Principals.

(3) System Staffing Adjustment

Based on mid-September (approximately September 15th) Enrolment Statistics for J.K. - 8, an adjustment in Staffing will take place according to the following calculations:

Calculation 1 A.E. +25.75
Calculation 2 A.E. +25.00

The difference between Calculations 1 and 2 represent the additional number of Full Time Equivalent teachers to be distributed to the schools: J.K. - 8

It may be necessary to add one-half (0.5) teacher in schools with an enrolment of under 240. This will be decided by the Director of Education when Principals present their staff and program requirements.

(4) The distribution of these teachers shall be reviewed at its October meeting by the Staff Monitoring committee and the appropriate Superintendents.

14:02 SCHOOL STAFFING

- (1) Each school shall have at least 0.5 qualified teacher- librarian.
- (2) Junior/Senior Kindergarten

- 14.02
- (a) For Junior and Senior Kindergarten, the recommended maximum class size shall be twenty-four (24) students.
 - (b) If the maximum exceeds twenty-four (24) students as of September 30 or as of December 15, the Board will take action to ameliorate the situation. If the class size is twenty-five (25) or twenty-six (26) students, an Educational Assistant will be assigned to the class. At twenty-seven (27) students, and subject to the availability of accommodation, the action shall be the addition of a teacher. In the event that there is no suitable accommodation, the Principal, in consultation with the teacher(s) concerned, shall advise the Superintendent of Education - Human Resources to secure a teacher or an Educational Assistant.
 - (c) If the maximum in an integrated Junior Kindergarten/Senior Kindergarten class exceeds nineteen (19) students, the Board shall take action to ameliorate the situation. If the class size is twenty (20) or twenty-one (21) students, an Educational Assistant will be assigned to the class. At twenty-two (22) students, and subject to the availability of accommodation, the action shall be the addition of a teacher. In the event that there is no suitable accommodation, the Principal, in consultation with the teacher(s) concerned, shall advise the Superintendent of Education - Human Resources to secure a teacher or an Educational Assistant.
 - (d) A substitute will be assigned on the first day of absence for each Educational Assistant as allocated in (b) and (c) above.

(3) Teaching Load - French as a Second Language Teachers

Under all normal and usual circumstances, the teaching load for FSL teachers shall be eleven sections, twenty minutes each, per school day. However, no more than ten FSL teachers will be required to teach more than eleven sections.

14:03 STAFF MONITORING COMMITTEE

- (1) There shall be a Staff Monitoring Committee comprised of four (4) representatives of the Teachers and four (4) representatives of the Board.
- (2) The Committee shall receive reports monthly outlining the number of teachers assigned to each school and shall also be advised of any changes in any school's organization that occur during the school year.
- (3) In addition this Committee shall monitor the workload of classroom teachers who have exceptional pupils (as indicated by the annual survey of special needs students).
- (4) The Committee may make recommendations to the Director about such workloads.
- (5) The Staff Monitoring Committee will review the rotation of F.S.L teacher's workload. The Staff Monitoring Committee will review Director's Memo #114, January 1991 and #185, January 1992. The Teachers will log missed planning and preparation time in accordance with the memos.

- (6) The Staff Monitoring Committee representatives and the Board representatives agree to meet **bi-monthly**. In addition, the Staff Monitoring Committee will monitor the workload of all Grade 3 teachers.

14:04 Planning and Preparation Time

- (1) The Board shall provide full-time teachers with at least one hundred and thirty (130) minutes per week and one hundred and fifty (150) minutes effective September 1 1999 for professional purposes, exclusive of lunch and recess and the Board shall provide half-time teachers with at least sixty-five (65) minutes per week and seventy-five (75) minutes per week effective September 1, 1999 for professional purposes, exclusive of lunch and recess.
- (2) The minimum planning and preparation time block shall be twenty (20) minutes for all teachers.

ARTICLE XV: SENIORITY

- 15:01 (1) The Board will supply the Local Bargaining Unit and each school/group with a Seniority List by November 30th of each school year. The list will contain an addendum of bargaining unit Seniority of each Principal and Vice- Principal.
- (2) Seniority will be based on continuous service. Teachers with five (5) or more years of continuous service with this Board will have their last break in service bridged for seniority purposes to include the period immediately preceding the break.
- (3) Section (2) above will not apply to those teachers who resigned prior to the Employment Standards Act (1974) for maternity purposes. These teachers shall be bridged back to the first break due to resignation for maternity purposes.
- (4) In the event of the necessity of a reduction of lay-off in staff, the reduction **and/or** lay-off shall be according to seniority.

In such instances, the following shall be used:

- probationary teachers shall be first
 - permanent teachers shall be second in the order of the Seniority List (15:01 (1)).
- (5) If the aforementioned order of lay-off would mean the elimination or curtailment of a program, the teacher would not be laid off provided no other teacher with greater seniority is qualified to perform the duties inherent in the program or will be qualified prior to the commencement of the position.
- (6) In the event that seniority is equal in 15:01 (4), the following comparison shall be made to determine which teacher(s) would be laid off:
- a) continuous service with this Board and its predecessor Boards;
 - b) service in the Province of Ontario;
 - c) service in teaching;
 - d) the drawing of lots if the seniority is still equal after consideration of a), b) and c).

Occasional teaching time recognized for grid placement with the Durham Catholic District School Board and its predecessor Boards shall be counted under Section 15:01 (5) b).

- (7) Teachers shall have the right of recall for a period of three (3) years. In the recall process, teachers previously under permanent contract shall be recalled in accordance with their seniority provided they have the required qualifications or will be qualified prior to the commencement of the position.
- (8) In the event that seniority is equal on the recall list, the same procedure as contained in 15:01 (4) shall be used to determine which teacher(s) shall be recalled first.
- (9) If the only position available is less than full time and the teacher eligible for recall was full-time equivalent, that teacher will have the first opportunity of:
- a) being made full time by the addition of increased teaching time; or

- 15:01 b) receiving a full-time equivalent appointment if it occurs.
- (10) If a full-time equivalent teacher on the recall list refuses a part-time or half-time position, such teacher shall move to the bottom of the recall list.
- (11) Upon recall a teacher will have all accumulated sick leave credits fully reinstated.
- (12) Teachers recalled within the stated three (3) year period will be eligible for bridging as in Article 15:01(2).
- (13) Teachers transferred to teach in the Elementary Panel from the Board's Secondary Panel shall, immediately following such transfer, have their system service recognized on the Elementary Seniority List.
- (14) A laid off teacher who does not respond to a recall notification and provides acceptable medical evidence of illness or injury shall not lose recall rights.
- (15) The Board may not hire for any position within the bargaining unit until all teachers including those with recall rights under this Collective Agreement have been placed. This shall not apply in the case when no teacher on the recall list has the required qualifications,, unless a teacher will be qualified prior to the commencement of the position.
- (16) A Principal or Vice-Principal who elects to apply for any bargaining unit position and returns to the bargaining unit within two (2) years from the date of assuming the position of Principal or Vice-Principal shall be credited with all seniority held at the time of leaving the bargaining unit

ARTICLE XVI: JUST CAUSE

16:01 No teacher shall be disciplined, demoted or discharged without just cause.

ARTICLE XVII: BOARD FINANCIAL DIFFICULTY

17:01 Should the Board find itself in such a financial position that it cannot meet its financial obligations, the Teachers shall meet with the Board to discuss possible solutions.

ARTICLE XVIII: ADMINISTRATION OF MEDICATION

18:01 The Board shall consult with the Teachers prior to making any changes to the Board's "Procedure on the Administering of Oral Medication to Students During School Hours at School.

ARTICLE XIX: GRIEVANCE PROCEDURE

19:01 Within the terms of this Agreement, a grievance shall be defined as a difference relating to the interpretation, application, administration or alleged violation of the Agreement.

FILING PROCEDURES

(1) **Step I - Principal/Supervisor**

- a) If a teacher who is covered by this Agreement has a grievance, the teacher may discuss the complaint with the Principal, where applicable, or with the immediate Supervisor.
- b) Such a complaint shall be brought to the attention of the appropriate Principal or immediate Supervisor within ten (10) working days of the incident, giving rise to the grievance.
- c) The Principal or immediate Supervisor shall attempt to resolve the dispute informally and shall give a decision within three (3) working days of receipt of the grievance.

(2) **Step II - Superintendent**

- (a) Should the teacher be dissatisfied with the decision of the Principal or immediate Supervisor, the teacher may refer such matter on a written grievance form to the appropriate Superintendent within five (5) working days of receipt of the reply from the Principal or immediate Supervisor.
- (b) The complaint shall constitute a formal grievance at Step II.
- (c) The statement of grievance shall indicate the name of the grievor; shall state the facts giving rise to the grievance; shall identify by specific reference the provision(s) of this Agreement alleged to be violated and shall indicate the relief sought.
- (d) The appropriate Superintendent shall answer the grievance in writing within ten (10) working days of receipt of the statement of grievance.

(3) **Step III - Director of Education**

- (a) Should the teacher be dissatisfied with the decision of the appropriate Superintendent, the teacher may refer such grievance to the Director of Education within five (5) working days of receipt of the reply from the appropriate Superintendent.
- (b) The Director of Education shall answer the grievance in writing within five (5) working days of receipt of the statement of grievance.

(4) Step IV - Board Committee

- (a) If no settlement is reached at Step III and the grievor wishes to continue the grievance, the grievor and/or representatives of the teacher's local Bargaining Unit, on the grievor's behalf, shall request, within ten (10) working days after receipt of the Director's reply, a meeting with a committee of the Board.
- (b) The committee of the Board shall be convened within ten (10) working days of receipt of the request.
- (c) The written decision of the Board shall be given within fifteen (15) working days following the convening of the meeting.
- (d) If the grievance is not settled it may be referred to arbitration as provided for in Article 19:04 within ten (10) working days of receipt of the decision of the Board.

19:02

Policy Group Grievance

- (a) The teachers may initiate a policy or group grievance relating to the interpretation, application, administration or alleged violation of this Agreement beginning at Step III of the grievance procedure.
- (b) Such grievance shall be filed within ten (10) working days of the incident giving rise to the grievance and shall be on the grievance form. Any such grievance may be referred to arbitration as provided for in this Article.

19:03

Timelines

- (a) Any complaint or grievance which is not commenced or carried through to the next stage of the grievance procedure by the grievor within the time specified, shall be deemed to have been abandoned and no further action can be taken with respect to such grievance.
- (b) The time limits specified in this Article may be extended by mutual agreement in writing between the parties to this Agreement.
- (c) If the stipulated time limits are not met by the party against whom the grievance is being lodged, the grievor shall have the right to appeal the grievance to the next level of the procedure.
- (d) In this Article, a working day shall be defined as a school day.

Board Grievance

- (1) A complaint or grievance arising from an allegation by the Board that the Teachers have violated a provision of this Agreement will be referred to the executives of the Teachers within ten (10) days of the alleged violation. The parties will attempt to resolve the grievance.

- (2) Failing resolution, the grievance will be referred to arbitration as provided for in Article 19:04. Such reference will be made within fifteen (15) days of the incident giving rise to the complaint of the Board.

19:04 Arbitration

The parties agree to cooperate and to expedite the following arbitration process.

- (1)
 - (a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration.
 - (b) The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within ten (10) working days of receipt of the reply under Step IV.
 - (c) The recipient party shall, within ten (10) working days advise the other of the name of its appointee to the Arbitration Board.
 - (d) The two appointees so selected shall, within five (5) working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairperson.
 - (e) If the recipient party fails to appoint an arbitrator, or if the appointees fail to agree upon a Chairperson, within the time limit, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either party.

19:04 Arbitration Hearing

- (2)
 - (a) The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it.
 - (b) 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 govern.
 - (c) The powers of the Arbitration Board shall be the powers of an Arbitration Board established under the Ontario Labour Relations Act.
 - (d) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
 - (e) Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.

- (9) The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a regulation thereunder or the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

19:04 Arbitration - Miscellaneous

- (a) No action of any kind will be taken against any teacher because of participation in this grievance procedure.
- (b) The parties, may, by mutual consent, agree on the appointment of a single arbitrator whose decision shall be binding.

ARTICLE XX: TERMINATING PROBATIONARY CONTRACT

20:01 For a period of one (1) year after such a probationary contract is terminated, the Teacher shall receive first consideration for any regular position within the bargaining unit for which the Teacher is qualified or can become qualified before the commencement of the position, subject to the rights of more senior teachers under this Agreement. If the Teacher is hired for a regular position within the bargaining unit, seniority and teaching experience will be recognized pursuant to the Agreement for the period of the terminating probationary contract.

ARTICLE XXI: HARASSMENT IN THE WORKPLACE

21:01 The Board and the Teachers agree that every employee has a right to freedom from harassment in the workplace. Any Teacher covered by this Agreement who feels the victim of harassment shall have the right to seek redress in accordance with the Board policy.

ARTICLE XXII - TERMINATION OF EMPLOYMENT

- 22:01 (1) Except for just cause, the Board shall notify a teacher in writing on or before November 30 of its intent to terminate the employment of that teacher effective December 31st of that year: or on or before April 30th of the Board's intent to terminate effective August 31st of that year.
- (2) Such written notice shall state the reason(s) for termination and shall be sent to the Teacher's last known address or via hand delivery by a supervisory officer.
- (3) No probationary teacher may use the grievance procedure to appeal a decision of the Board to terminate the employment of the teacher, provided the teacher is told in writing according to (1) and (2) above, the reason or reasons for termination of employment.
- (4) A teacher shall notify the Board on or before November 30th of the teacher's intent to terminate the employment relationship effective December 31st of that year or on or before April 30th of the teacher's intent to terminate the employment relationship effective August 31st of that year.
- (5) Nothing precludes the Board and a teacher from agreeing to terminate employment at times other than those specified in (1) and (4) above.

ARTICLE XXIII: PROBATIONARY PERIOD

23:01 A newly hired teacher shall have a one year probationary period. The probationary period shall be determined without counting any leaves of absence in excess of twenty (20) working days for any purpose.

ARTICLE XXIV: INTERIM VICE-PRINCIPAL

- 24:01 (1) The Board may assign a teacher the duties of a Vice- Principal for a temporary period not to extend beyond the current school year.
- (2) Any extension of this period shall only be with the approval of O.E.C.T.A. Should approval not be forthcoming for such an extension, the Board may appoint another interim Vice-principal.
- (3) No teacher shall be assigned the duties of a Vice-principal without the teacher's consent.
- (4) Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provision of this Collective Agreement.
- (5) All other provisions of this Collective Agreement shall apply to the teacher during such period of temporary assignment..
- (6) Any teacher assigned such duties shall not participate in the evaluation of another member of this bargaining unit.
- (7) The Board agrees to replace any teacher who accepts an interim position pursuant to this Article with an occasional teacher.

DEFINITIONS AND INTERPRETATIONS

DEFINITION OF TEACHERS

1. Part-time teacher means a teacher employed by a Board on a regular basis for other than full-time duty.
2. Temporary teacher means a person employed to teach under the authority of a Letter of Permission.
3. A part-time teacher will be paid according to the appropriate placement on the salary grid with salary pro-rated according to amount of time worked.

Qualifications Evaluation Council of Ontario

The categories of qualifications of Q.E.C.O. Program 3 shall apply to all Categories (A to A4) with the proviso that no teacher currently employed by the Board shall suffer any loss of economic or academic recognition.

INTERPRETATIONS

1. Ontario Certificates only are included in the definitions.
2. An Interim Certificate of Qualification shall have the same force as a Permanent Certificate.
3. Teachers holding Letters of Permission are to be placed \$500 below the starting salary of the lowest category on the grid and receive the same increments as the lowest category on the grid.

LETTER OF UNDERSTANDING

October 1998

Ms. Marnie Daly
Collective Bargaining Officer
OECTA Local Bargaining Unit
1450 Hopkins Street, Suite 100
Whitby, Ontario
L1N 2C3

Dear Marnie:

This will confirm our mutual understanding of the following matter as a result of the 1998-2000 negotiations:

1. Persons to Assist with Lunch Hour Supervision

The Board will budget for hiring of persons to assist with lunch supervision duties in the elementary schools in order to ensure teachers receive forty (40) consecutive minutes for a lunch period. The maximum amount for each school year will be \$68,750. A joint committee of two (2) representatives of the Teachers and two (2) representatives of the Board will be struck within thirty (30) days of the signing of the Agreement, and a committee shall develop the criteria for the deployment of the persons to assist with lunch supervising duties. It shall be the responsibility of the Principals to hire, train and supervise persons who are hired to assist teachers with lunch hour supervision, in accordance with the criteria developed by the joint committee.

2. Home Visits

Teachers who believe that a particular home visit will place them in a position injurious to their welfare may confer with their Principal to determine appropriate action. Occasional teacher support shall be secured for facilitating home visits for Junior Kindergarten/Senior Kindergarten class teachers.

3. FSL/Planning Time Teachers

Wherever possible, when organizing FSL/ Planning Time Teachers' timetables, Principals will:

- a) give FSL/Planning Time Teachers a reasonable time to travel between classes;
- b) not schedule FSL/Planning Time Teacher Preparation Time during opening exercises.

The Board recognizes that the limitations in staffing will mean an increased workload for some FSL Teachers and make it more difficult to timetable the French classes. Hopefully, Principals and FSL Teachers can work together to arrange a timetable for the benefit of the total school community.

Durham Elementary OECTA Collective Agreement 1998-2000**7. Program Protection**

The Durham Catholic District School Board agrees to consult with the Teachers before the implementation of any changes to or removal of programs.

8. For the purpose of reporting to or meeting with parents, upon the request of the teacher, up to one-and-one-half (1 ½) days per school year of occasional teacher relief shall be provided to every teacher whose kindergarten class exceeds the maximum class size.

9. Consultant Positions 1998-2000

The Board will maintain the complement of eight (8) Consultants from September 1, 1998 to August 31, 2000.

10. Managed Health Care

All matters regarding definitions, adjudications period and alternative treatments will be referred to the Managed Health Care Quarterly Review Meetings for discussion and recommendations.

Yours truly,

John M. Vesters
Superintendent of Education
Human Resources

JMV/lc