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COLLECTIVE AGREEMENT

between

**The Durham Catholic District School Board
(hereinafter called the Board)**

- and -

**The Ontario English Catholic Teachers' Association,
Durham Elementary Unit
(hereinafter called O.E.C.T.A.)**



September 1, 2002 until August 31, 2004

11261403

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COLLECTIVE AGREEMENT

between

The Durham Catholic District School Board
(hereinafter called the "Board")

• and •

The Ontario English Catholic Teachers' Association,
Durham Elementary Unit
(hereinafter called "O.E.C.T.A.")

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 1: 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.
- (b) 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.
- (c) 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.

ARTICLE I: RECOGNITION (cont'd)

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, 2002 and shall continue to operate until August 31, 2004 and from year to year thereafter; unless either party gives notice in writing to the other party within the period of one hundred and fifty (150) 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 111: SALARY TABLES

3:01: TABLES OF SALARIES

Elementary - September 01, 2002					
Years of Experience	A	A1	A2	A3	A4
0	31,326	33,445	35,136	38,375	40,153
1	33,160	35,511	37,396	40,961	42,900
2	34,995	37,576	39,656	43,546	45,649
3	36,902	39,638	41,917	46,130	48,395
4	38,822	41,702	44,175	48,717	51,145
5	40,753	43,769	46,437	51,303	53,881
6	42,974	45,831	48,699	53,890	56,628
7	44,898	47,896	50,962	56,477	59,386
8	46,823	49,960	53,223	59,063	62,135
9	48,752	52,025	55,484	61,650	64,884
10	50,677	54,089	57,746	64,236	67,630
11	52,599	56,155	60,007	66,824	70,378
	56,155				

Elementary - February 01, 2003					
Years of Experience	A	A1	A2	A3	A4
0	31,639	33,780	35,487	38,759	40,555
1	33,491	35,866	37,770	41,371	43,329
2	35,345	37,952	40,052	43,981	46,106
3	37,271	40,035	42,336	46,591	48,879
4	39,210	42,119	44,617	49,204	51,656
5	41,161	44,207	46,902	51,816	54,420
6	43,403	46,289	49,186	54,429	57,195
7	45,347	48,375	51,471	57,042	59,980
8	47,292	50,459	53,755	59,654	62,757
9	49,239	52,545	56,039	62,266	65,533
10	51,184	54,630	58,323	64,878	68,306
11	53,125	56,716	60,607	67,492	71,082
	56,716				

ARTICLE III: SALARY TABLES (cont'd)

Years of Experience	A	A1	A2	A3	A4
0	32,272	34,455	36,197	39,534	41,366
1	34,161	36,584	38,525	42,199	44,196
2	36,052	38,711	40,853	44,861	47,028
3	38,017	40,835	43,183	47,523	49,857
4	39,995	42,961	45,509	50,189	52,690
5	41,984	45,091	47,840	52,852	55,508
6	44,271	47,215	50,170	55,518	58,338
7	46,254	49,343	52,501	58,182	61,180
8	48,237	51,468	54,830	60,847	64,012
9	50,224	53,596	57,159	63,511	66,844
10	52,207	55,722	59,490	66,175	69,672
11	54,187	57,851	61,819	68,842	72,503
	57,851				

Elementary - February 01, 2004					
Years of Experience	A	A1	A2	A3	A4
0	32,918	35,145	36,921	40,325	42,193
1	34,844	37,315	39,296	43,042	45,080
2	36,773	39,485	41,670	45,758	47,968
3	38,777	41,652	44,047	48,473	50,854
4	40,795	43,820	46,419	51,192	53,743
5	42,824	45,993	48,796	53,909	56,618
6	45,157	48,159	51,174	56,628	59,505
7	47,179	50,330	53,551	59,346	62,403
8	49,202	52,498	55,927	62,064	65,292
9	51,229	54,668	58,303	64,782	68,181
10	53,251	56,837	60,680	67,499	71,066
11	55,271	59,008	63,055	70,218	73,953
	59,008				

ARTICLE 111: SALARY TABLES (cont'd)

ARTICLE 3:01: TABLES OF SALARIES (cont'd)

Elementary - August 31, 2004

Years of Experience	A	A1	A2	A3	A4
0	33,164	35,408	37,198	40,627	42,509
1	35,106	37,595	39,591	43,365	45,418
2	37,049	39,781	41,983	46,101	48,328
3	39,068	41,964	44,377	48,837	51,236
4	41,101	44,149	46,768	51,576	54,146
5	43,145	46,338	49,162	54,314	57,043
6	45,496	48,520	51,557	57,053	59,951
7	47,533	50,707	53,952	59,791	62,871
8	49,571	52,891	56,346	62,529	65,782
9	51,613	55,078	58,740	65,268	68,692
10	53,651	57,263	61,135	68,005	71,599
11	55,686	59,450	63,528	70,745	74,508
	59,450				

$23,907 \times 2\% = 24,385$
 plus 2%
 $= 7k$

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

ARTICLE III: SALARY TABLES (cont'd)**3:02 PAY EQUITY AGREEMENT (cont'd)**

- (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:
- (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.
 - (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 teacher 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 percent **(7%)** 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 percent **(1.5%)** of the Category **A4** per annum maximum.

(2) Family of Schools Co-ordinator

A Family of Schools Co-ordinator is a teacher who co-ordinates the activities of the Student Services Team for a Family of Schools.

The Family of Schools Co-ordinator shall be paid a basic allowance of seven percent **(7%)** 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 Co-ordinator's role. Each increment shall be one and one-half percent **(1.5%)** 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 **\$2,298** effective September 1, 2002; **\$2,321** effective February 1, 2003; **\$2,367** effective September 1, 2003; **\$2,415** effective February 1, 2004 and **\$2,433** effective August 31, 2004 pro-rated on a daily basis. Clause **4:01(4)** of the Collective Agreement does not apply to this position.

ARTICLE IV: RESPONSIBILITY ALLOWANCE (cont'd)

4:01 cont'd

(4) Salary and Allowance Protection

Teachers covered by this Collective Agreement who are receiving a Consultant's or a Family of Schools Co-ordinator'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 Co-ordinators:**

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.

NOTE: This Clause and Schedule does 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.

(5) 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.

ARTICLE IV: RESPONSIBILITY ALLOWANCES (cont'd)

(5) Senior Teachers (cont'd)

(b) When a teacher, by mutual consent, 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 per diem allowance of \$40.80 per day effective September 1, 2002; \$41.21 per day effective February 1, 2003; \$42.03 per day effective September 1, 2003; \$42.87 per day effective February 1, 2004 and \$43.19 effective August 31, 2004 prorated for part of a day.

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.

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.

ARTICLE IV: RESPONSIBILITY ALLOWANCES (cont'd)**4:03 CONDITIONS FOR PAYMENT OF RESPONSIBILITY ALLOWANCE (cont'd)**

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 \$33.95 effective September 1, 2002; \$34.29 effective February 1, 2003; \$34.97 effective September 1, 2003; \$35.67 effective September 1, 2004 and \$35.94 effective August 31, 2004.

4:05 ELEMENTARY CONTINUING EDUCATION COURSES

- (1) The parties agree that all rights and privileges for continuing education teachers teaching Elementary Continuing Education 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 under this Collective Agreement.
- (3) The hourly rate of pay for Continuing Education teachers teaching a credit course will be \$33.95 per hour effective September 1, 2002; \$34.29 per hour effective February 1, 2003; \$34.98 per hour effective September 1, 2003; \$35.67 per hour effective February 1, 2004 and \$35.94 per hour effective August 31, 2004.
- (4) The hourly rate of pay is based only on scheduled classroom teaching hours.

ARTICLE IV: RESPONSIBILITY ALLOWANCES (cont'd)**4:06 CO-ORDINATOR – ELEMENTARY CONTINUING EDUCATION COURSES**

For Continuing Education, one Co-ordinator for grade 7/8 Remedial Programs will be appointed. The teacher must hold intermediate qualifications and, subject to availability of a qualified teacher, the co-ordinator shall be appointed from the OECTA Durham Elementary Unit and will be paid an hourly rate of \$33.95 per hour of instructional time plus \$25.26 per day effective September 1, 2002; \$34.29 per hour of instructional time plus \$25.51 per day effective February 1, 2003; \$34.99 per hour of instructional time plus \$26.02 per day effective September 1, 2003; \$35.67 per hour of instructional time plus \$26.54 per day effective February 1, 2004 and \$35.94 per hour of instructional time plus \$26.74 per day effective August 31, 2004.

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 travelling outside Durham Region or county of residence; or
- (b) fifty percent (50%) of tuition fees if travelling within Durham Region or county of residence;

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).

ARTICLE V: PROFESSIONAL IMPROVEMENT (cont'd)**(2) CONDITIONS**

- (a) With the exception of Religious Education Part I, 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 or \$250 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.

(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.

ARTICLE V: PROFESSIONAL IMPROVEMENT (cont'd)**5:02 DEFERRED SALARY LEAVE PLAN****(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 numbers 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 Durham Elementary Unit will appoint employees to serve on the Special Leave Committee.

ARTICLE V: PROFESSIONAL IMPROVEMENT (cont'd)**5:02 DEFERRED SALARY LEAVE PLAN (cont'd)****(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) 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.
- (d) The Board pays the employee all the funds accumulated pursuant to (b) in instalments 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.

ARTICLE V: PROFESSIONAL IMPROVEMENT(cont'd)5:03 DEFERRED SALARY LEAVE PLAN (cont'd)(6) Employee Benefits

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

ARTICLE V: PROFESSIONAL IMPROVEMENT (cont'd)**5:02 DEFERRED SALARY LEAVE PLAN (cont'd)****(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" 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.

(13) Delay, Withdrawal, Redundancy and Death

- (a) An 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.

ARTICLE V: PROFESSIONAL IMPROVEMENT (cont'd)**5:02 DEFERRED SALARY LEAVE PLAN (cont'd)****(13) Delay, Withdrawal, Redundancy and Death (cont'd)**

- (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 (1) 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

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



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 Boards 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 1, 200_, the Teacher shall receive on each payday _____ percent of the gross bi-weekly salary and allowance to which the Teacher 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.
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 _____, 200 ____.

Signature of Teacher

For the Durham Catholic District School Board

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 Co-ordinators, Itinerant Teachers and Resource Teachers, the Board will pay a basic monthly travel allowance of ninety dollars (\$90) 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 the Board will consult with OECTA prior to the creation or designation of the new position and 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 Co-ordinator, District Resource Teacher and any other new position of responsibility shall be posted in all schools and may be simultaneously advertised provincially.
- (3) All classroom teacher vacancies shall be in accordance with the Elementary School Teacher Transfer Policy Guidelines and Procedures (Addendum attached).

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.

ARTICLE IX: SALARY PAYMENTS AND ADJUSTMENTS**9:01 Payment**

- (1) (a) Salary shall be paid on the basis of $\frac{1}{26}$ x 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 which is a Thursday in June.

ARTICLE IX – SALARY PAYMENTS AND ADJUSTMENTS (cont'd)**9:01 Payment (cont'd)**

- (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 \$2.50 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 in an account designated by the teacher. On or before each scheduled pay day, every teacher shall receive an itemized statement of deductions. The statements/cheques will be addressed individually and sealed.

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.

ARTICLE IX – SALARY PAYMENTS AND ADJUSTMENTS (cont'd)**9:02 Salary Adjustments (cont'd)**

- (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 procedures shall apply:
 - (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 4, verifying the level change immediately upon receipt of same and not later than April 1st. Effective September 1, 2003, the Q.E.C.O. Program 5 shall apply, provided that it is recognized for funding by the Ontario Government. Payment will not begin until the Statement of Evaluation from Q.E.C.O. has been received.
- (4) A new hire to the Board, awaiting accreditation from the Ontario College of Teachers (O.C.T.), shall submit the Q.E.C.O. evaluation statement upon receipt and in any event, no later than May 31st in the school year in which the teacher was hired. If the Q.E.C.O. evaluation statement is submitted on or before May 31st, it shall be recognized to the date of hire in that school year.

ARTICLE X: CUMULATIVE SICK LEAVE10:01 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 two hundred and forty (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.

ARTICLE X: CUMULATIVE SICK LEAVE (cont'd)

10:02 **SICK LEAVE CREDITS (cont'd)**

- (4) After the Sick Leave of twenty (20) days for full-time teachers, or ten (10) days in the case of halftime 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.
- (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 ABSENCE11:01 (1) **Pregnancy/Parental Leave**

- (a) The intent of this section is to conform with the Employment Standards Act, 2000. The Board, if requested, shall grant a pregnancy or parental leave to a teacher, not to exceed two (2) years.
- (b) The Board shall provide for teachers on pregnancy/parental leave a supplementary employment 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) 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.

ARTICLE XI: LEAVES OF ABSENCE (cont'd)**11:02 LEAVES OF ABSENCE (cont'd)**

(2) The Director may grant a leave of absence without pay for periods of time in excess of ten (10) working 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 or a person who stands in loco parentis, 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.

ARTICLE XI: LEAVES OF ABSENCE (cont'd)

11:02 **LEAVES OF ABSENCE (cont'd)**

(7) **Miscarriage**

Absence for up to five (5) days due to a doctor's certified miscarriage shall be considered a paid leave.

(8) **Quarantine Leave**

In any case where, because of exposure to a communicable disease, a teacher is quarantined by order of the medical health authorities from attending upon duties of a teacher, the teacher shall not lose pay, benefits or sick leave as a result of being quarantined.

(9) **Requests to be in Writing, where possible**

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.

SARTICLE XI: LEAVES OF ABSENCE (cont'd)

11:03 FEDERATION LEAVES OF ABSENCE (cont'd)

(1) **President's Leave (cont'd)**

- (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 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 one hundred percent (100%) leave subject to the following conditions:

- (a) Such a 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 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 to the position previously held.
- (e) Such leave shall be subject to the availability of a suitable teacher replacement.

ARTICLE XI: LEAVES OF ABSENCE (cont'd)11:03 (3) Durham Elementary Unit Leaves

Leaves for Federation business will be granted up to seventy (70) 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. Subject to the approval of the Superintendent of Education - Human Resources, a member may be allowed to exceed the aforementioned maximum. Salary of the occasional teacher will be reimbursed by the Unit. Where possible, twenty four (24) hours notice shall be given to the Principal and to the Superintendent of Education - Human Resources prior to such leaves.

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

(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 by 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.

ARTICLE XI: LEAVES OF ABSENCE (cont'd)

11:03 FEDERATION LEAVES (cont'd)

(4) Association Representatives (cont'd)

- (d) If a Principal or Supervisor requests a teacher to be present at a meeting involving possible discipline, the Safe School Policy or the Children's 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 sixty-five (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.

ARTICLE XII: RETIREMENT AND GRATUITY (cont'd)

12:02 (3) **GRANDPARENTING**

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

Teachers employed by the Board on August 31, 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 31, 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%	
12 years' service, 17.5%	
13 years' service, 20%	of
14 years' service, 22.5%	cumulative
15 years' service, 25%	sick leave
16 years' service, 27.5%	credits
17 years' service, 30%	x
18 years' service, 32.5%	daily
19 years' service, 35%	rate at
20 years' service, 37.5%	date of
21 years' service, 40%	retirement
22 years' service, 42.5%	
23 years' service, 45%	
24 years' service, 47.5%	
25 years' service, 50%	

ARTICLE XII: RETIREMENT AND GRATUITY (cont'd)

12:02 (4) 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

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 with the exception of teachers receiving a pension under the Ontario Teacher Pension Plan. Details of Employee Benefits Plan are outlined in the Benefits Booklet provided by the carriers.

Note: A copy **of** the Master Policy or Policies of the insured benefit plans shall be given to the Association. The Association may obtain disclosure of rates and rate of participation for all plans within ten (10) days **of** a request. The Association shall be given ten (10) working days after the receipt in the Unit Office to review the draft copy of the Benefits booklet this year.

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

13:01 (1) Extended Health Care Plan

- (a) Managed Health Care
- (b) Vision Care – Maximum of \$200/annum for dependent children and \$300/every two years for adults
- (c) Private Hospital Coverage
- (d) Hearing Aids - \$300 every 36 months

ARTICLE XIII: EMPLOYEE BENEFITS (cont'd)

13:01 (2) **Group Life Insurance**

Group Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$110,000 and \$120,000 effective September 1, 2003.

(3) **Dental Care Plan**

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

- (a) Preventative - \$1,500/annum
- (b) Restorative (Dentures) - \$1,000 every five (5) years and Major Restorative Plan including Dentures at the foregoing level with Caps, Crowns and Bridges – seventy percent (70%) – thirty percent (30%) co-insurance, with a \$2,000 annual combined maximum.
- (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 percent (100%) 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.

ARTICLE XIII: EMPLOYEE BENEFITS(cont'd)**13:03 (cont'd)****(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.

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; and
- (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./E.S.D. Teachers
- Support Staff
- Reading Recovery Teacher

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 (JK-8) = A.E.
- S.A. shall include Classroom Teachers (JK-8) minus the full time equivalent teaching positions held by the Vice Principal.

** A.E. includes actual enrolment of JK – 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. ÷ 25.2
Calculation 2	A.E. ÷ 24.5

ARTICLE XIV: STAFFING (cont'd)**(3) System Staffing Adjustment (cont'd)**

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 Superintendent.

14:02 SCHOOL STAFFING**(1) Teacher-Librarian**

Each school shall have at least 0.5 qualified teacher-librarian.

(2) Junior/Senior Kinderaarten

(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.

ARTICLE XIV: STAFFING (cont'd)14:02 **SCHOOL STAFFING (cont'd)****(2) Junior/Senior Kinderaarten (cont'd)**

- (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 full time French as a Second Language (FSL) teachers shall be six (**6**) periods of forty (40) minutes each per school day. An FSL teacher shall not be assigned to more than two (2) schools and shall be allowed reasonable time to travel between schools.

A teacher shall not be required to undertake such travel between schools during the teacher's scheduled lunch break unless compensatory time off is otherwise provided. The FSL workload for a teacher teaching FSL for more than two (2) periods and less than full time shall be a pro-rated workload.

ARTICLE XIV: STAFFING (cont'd)**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 teachers.

14:04 PLANNING AND PREPARATION TIME

- (1) The Board shall provide full-time teachers with at least one hundred and fifty **(150)** minutes per week and with at least one hundred and sixty **(160)** minutes per week effective September **1, 2003** for professional purposes, exclusive of lunch and recess and the Board shall provide halftime teachers with at least seventy five (75) minutes per week and with at least eighty **(80)** minutes per week effective September **1, 2003** for professional purposes, exclusive of lunch and recess.

ARTICLE XIV: STAFFING (cont'd)**14:04 PLANNING AND PREPARATION TIME (cont'd)**

- (2) The minimum planning and preparation time block shall be twenty (20) minutes for all teachers.
- (3) In order to assist with the reporting process, two (2) Professional Activity Days will be made available each year for the purpose of elementary teachers' planning and preparation time.
- (4) Whenever possible, when organizing FSL/Planning Time teachers' timetables, principals will:
 - (a) give FSL/Planning Time teacher a reasonable time to travel between classes: and
 - (b) not schedule FSL/Planning Time teacher preparation time during opening exercises.
- (5) Effective September 1, 2003, the Board shall provide each teacher with one-half (1/2) day (150 minutes) per school year of release time for planning and preparation time. By October 15th each year, the principal, in consultation with the staff, shall develop a plan to implement the foregoing and a copy of said plan shall be provided to the Association Representatives.

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.

ARTICLE XV: SENIORITY (cont'd)

15:01 cont'd

(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 or 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 to 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 6(b).

ARTICLE XV: SENIORITY (cont'd)

15:01 cont'd

- (7) Teachers shall have the right of recall for a period of three (3) years. In the recall process, teachers who have completed the probationary period 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
 - (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, be placed at the bottom of the seniority list. Notwithstanding the foregoing, the Board, after consultation with representatives of the Elementary Bargaining Unit shall be able to effect a transfer which involves a teacher immediately following such transfers having system service recognized on the seniority list.

ARTICLE XV: SENIORITY (cont'd)

15:01 cont'd

- (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.

ARTICLE XIX: GRIEVANCE PROCEDURES (cont'd)

(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.
- (c) If the grievance is not settled, it may be referred to arbitration as provided in Article 19:04 within ten (10) working days of receipt of the decision of the Director of Education.

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.

ARTICLE XIX: GRIEVANCE PROCEDURE (cont'd)

19:03 **TIMELINES (cont'd)**

- (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 III.

ARTICLE XIX: GRIEVANCE PROCEDURE (cont'd)

19:04 **ARBITRATION (cont'd)**

(1) cont'd

- (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 (2) 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.

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.

ARTICLE XIX: GRIEVANCE PROCEDURES (cont'd)

19:04 ARBITRATION HEARING (cont'd)

(2) cont'd

- (f) 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: HARASSMENT IN THE WORKPLACE

20:01 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 XXI: TERMINATION OF EMPLOYMENT

- 21:01** (1) Except for just cause, the Board shall notify a teacher in writing on or before November **30th** 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.

ARTICLE XXI: TERMINATION OF EMPLOYMENT (cont'd)

20:01 cont'd

- (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 XXII: PROBATIONARY PERIOD

22:01 A newly hired teacher shall have a one (1) 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 XXIII: INTERIM VICE PRINCIPAL

- 23:01 (1) The Board may assign a teacher the duties of a vice principal for a temporary period not to exceed 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.

ARTICLE XXIII: INTERIM VICE PRINCIPAL (cont'd)

23:01 cont'd

- (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.

ARTICLE XXIV: TEACHER PERFORMANCE APPRAISALS

Teacher Performance Appraisals shall be conducted in accordance with Supporting Teacher Excellence 2002, which may be amended from time to time by Ontario Government or by the parties. The principal will give the names of teachers to be evaluated during the school year to the Association Representative by September 30th each year. The Board will maintain, in a separate file, any release forms concerning Teacher Performance Appraisals.

ARTICLE XXV: CRIMINAL BACKGROUND RECORDS

The Board will maintain in a separate file, any release forms concerning Criminal Background Records Check.

ARTICLE XXVI: POLICIES AND PROCEDURES

- 27:01 The Board agrees to consult with the Association before making changes to the following Policies and Procedures:
- i. Safe School Environment;
 - ii. Harassment/Assault;
 - iii. Teacher Development and Appraisal; and
 - iv. Administration of Oral Medication.

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 (QECO)

The categories of qualifications of Q.E.C.O. Program 5 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 Certificate of Qualification.
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.

The parties of this Collective Agreement hereby agree, one with the other, to abide by the Articles of this Collective Agreement, for a period from September 1, 2002 to August 31, 2004 (inclusive) and thereafter, until changes in the Collective Agreement are mutually agreed upon by the Teachers and the Board. This Collective Agreement cancels all previous Agreements.

Dated at Oshawa, Ontario this day of , 2003.

Mary Ann Martin, Chair
Durham Catholic District School Board

Marnie, Daly, President
OECTA Durham Elementary Unit

Frederick E.G. Jones
Durham Catholic District School Board

Greg Duquette, Chair
Negotiating Committee
OECTA Durham Elementary Unit

Scott Murdock
Durham Catholic District School Board

Beate Baker
OECTA Durham Elementary Unit

Jim McCafferty
Durham Catholic District School Board

Bill Joly
OECTA Durham Elementary Unit

Chris Hurst, Resource
Durham Catholic District School Board

Nicole Sabourin
OECTA Durham Elementary Unit

Michael Ward
OECTA Durham Elementary Unit

LETTER OF UNDERSTANDING

June, 2003

Marnie Daly, President
OECTA Local Bargaining Unit
Suite 100, 1450 Hopkins Street
Whitby, ON L1N 2C3

Dear Mamie:

This will confirm our mutual understanding of the following matter as a result of the 2002-2004 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 \$95,000. 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
In accordance with Numbered Memo 220 (1999/2000), no teacher shall be required to conduct home visits. The School Visit Model does not preclude an individual teacher from choosing to participate in home visits if the teacher feels comfortable doing so; however, this is entirely the decision of the individual teacher.
3. 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.

LETTER OF UNDERSTANDING
(cont'd)

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

5. Consultant Positions 2002 - 2004
The Board will maintain the complement of eight (8) Consultants from September 1, 2002 to August 31, 2004.

6. 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,

Chris Hurst,
Superintendent of Education - Human Resources

CH:KB

Addendum A

ELEMENTARY SCHOOL TEACHER TRANSFER

Policy, Guidelines and Procedures



The Durham Catholic District School Board
OECTA Durham Elementary Unit