

COLLECTIVE AGREEMENT

between the



**Peterborough Victoria Northumberland and Clarington
Catholic District School Board**
(hereinafter called “the Board”)

and the



**Ontario English Catholic Teachers' Association
Peterborough Victoria Northumberland and Clarington Unit**
(hereinafter called “OECTA”)

EFFECTIVE FROM

SEPTEMBER 1, 2008 to AUGUST 31, 2012

www.pvnccdsb.on.ca

11320 (05)

TABLE OF CONTENTS (BY SUBJECT)

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Access to Information	39	43
Acting Administrator	7.04	10
Assessment for Learning Program Schedule 2008/2009	Appendix A	59
Application	6	4
Arbitration	26	33
Association Business/Association Representation	42	43
Association Representation at Disciplinary Meetings	41	43
Association Representation on Committees	40	43
Banked Preparation and Planning Time	31	37
Basic Salary Scales	7.01	4
Benefit Tendering	8.07	12
Benefit on Retirement	8.08	12
Benefits	8	11
Benefits	Letter of Intent	48
Bereavement Leave	14	20
Board Initiated Re-Assignments	24	32
Board Staffing Advisory Committee	47	46
College of Teacher Complaints	44	44
Continuing Education	46	45
Criminal Background Checks	Letter of Understanding	49
Cumulative Sick Leave Plan	13	20
Definition of Levels	3	2
Dental Plan	8.04	11
Directory	58	6
Duration	2	2
Elementary E-Learning Courses/Programs and Classes	Letter of Understanding	49
Elementary Supervision	32	38
Elementary Report Card Preparation Release Time	36	41
Elementary School Teachers Preparation and Planning Time	30	35
Elementary Student Assessment Committee	Letter of Understanding	49
Experience and Qualifications	5	3
Extended Health Care	8.01	11
French Immersion Assessment for Learning Program Schedule 2008/2009	Appendix B	60
Grievance Procedures	25	32
Group Life Insurance	8.02	11
Harassment Policy	Letter of Intent	48
Health and Safety Committee	45	44
Interpretations	4	2
Job Postings	23	29
Juror or Witness	10	13
Leave of Absence	11	13
Labour/Management Joint Committee	Letter of Understanding	49

TABLE OF CONTENTS (BY SUBJECT)

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Long Term Disability Insurance	8.03	11
Lunch Time Supervision	37	42
New Teacher Induction Program	Letter of Understanding	50
Part-time Teachers	8.06	12
Paternity/Adoptive Leave	12.02	19
Pay Equity Plan		53
Performance Appraisal of Experienced Teachers	Letter of Understanding	50
Permanent, Part-Time Teachers	21	28
Personal Leave	15	21
Preamble/Introduction		1
Pregnancy and Parental Leave	12.01	14
Pregnancy/Parental/Paternity/Adoptive Leave	12	14
Pregnancy/Maternity Leave Supplementary Employment Benefits (SEB) Plan	12.03	19
Professional Teacher Qualifications	43	44
Professional Development Advisory Committee	38	42
Provincial PDT Agreement, May 1, 2008	Letter of Understanding	51
Provincial PDT Agreement	Appendix C	61
Quarantine	9	13
Re-Opener Clause	27	34
Recognition	1	1
Redundancy and Recall	20	26
Release Time for OECTA Personnel	29	35
Retirement Gratuity (Sick Leave Credit)	17	22
Allowances Over and Above Basic Salary Scale for Responsibility	7.02	6
Salary Schedule	7	4
School Day Schedule	Letter of Understanding	51
School Year	Letter of Understanding	49
Secondary Before and After School Supervision	35	41
Secondary School Teacher Workload	34	39
Seniority	19	25
Special Clauses Relative to Salary	7.03	9
Special Leave	16	21
Staffing for Expelled and Suspended Elementary/Secondary Students Program	48	47
Teacher Funded Leave Plan	18	23
Teachers Declared Surplus at a School	22	28
Teachers' Personnel Files	28	34
Teaching Load	Letter of Intent	48
Teaching Load: French Immersion/Program Support Relief Teachers	33	39
Vision Care	8.05	12
	Letter of Intent	48

TABLE OF CONTENTS (BY ARTICLE)

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble/Introduction	1
1	Recognition	1
2	Duration	2
3	Definition of Levels	2
4	Interpretations	2
5	Experience and Qualifications	3
6	Application	4
7	Salary Schedule	4
	7.01 Basic Salary Scales	4
	7.02 Allowances Over and Above Basic Salary Scale for Responsibility	6
	7.03 Special Clauses Relative to Salary	9
	7.04 Acting Administrator	10
8	Benefits	11
	8.01 Extended Health Care	11
	8.02 Group Life Insurance	11
	8.03 Long Term Disability Insurance	11
	8.04 Dental Plan	11
	8.05 Vision Care	12
	8.06 Part-time Teachers	12
	8.07 Benefit Tendering	12
	8.08 Benefit on Retirement	12
9	Quarantine	13
10	Juror or Witness	13
11	Leave of Absence	13
12	Pregnancy/Parental/Paternity/Adoptive Leave	14
	12.01 Pregnancy and Parental Leave	14
	12.02 Paternity/Adoptive Leave	19
	12.03 Pregnancy/Maternity Leave Supplementary Employment Benefits (SEB) Plan	19
13	Cumulative Sick Leave Plan	20
14	Bereavement Leave	20
15	Personal Leave	21
16	Special Leave	21
17	Retirement Gratuity (Sick Leave Credit)	22
18	Teacher Funded Leave Plan	23
19	Seniority	25
20	Redundancy and Recall	26
21	Permanent, Part-Time Teachers	28
22	Teachers Declared Surplus at a School	28
23	Job Postings	29
24	Board Initiated Re-Assignments	32
25	Grievance Procedures	32

TABLE OF CONTENTS (BY ARTICLE)

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
26	Arbitration	33
27	Re-Opener Clause	34
28	Teachers' Personnel Files	34
29	Release Time for OECTA Personnel	35
30	Elementary School Teachers Preparation and Planning Time	35
31	Banked Preparation and Planning Time	37
32	Elementary Supervision	38
33	Teaching Load: French Immersion/Program Support Relief Teachers	39
34	Secondary School Teacher Workload	39
35	Secondary Before and After School Supervision	41
36	Elementary Report Card Preparation Release Time	41
37	Lunch Time Supervision	42
38	Professional Development Advisory Committee	42
39	Access to Information	43
40	Association Representation on Committees	43
41	Association Representation at Disciplinary Meetings	43
42	Association Business/Association Representation	43
43	Professional Teacher Qualifications	44
44	College of Teacher Complaints	44
45	Health and Safety Committee	44
46	Continuing Education	45
47	Board Staffing Advisory Committee	46
48	Staffing for Expelled and Suspended Elementary/Secondary Students Program	47
Letter of Intent		48
Letter of Intent	Harassment Policy	48
Letter of Intent	Teaching Load	48
Letter of Intent	Benefits	48
Letter of Understanding	Criminal Background Checks	49
Letter of Understanding	Elementary E-Learning Courses/Programs and Classes	49
Letter of Understanding	Elementary Student Assessment Committee	49
Letter of Understanding	Labour/Management Joint Committee	49
Letter of Understanding	School Year	49
Letter of Understanding	New Teacher Induction Program	50
Letter of Understanding	Performance Appraisal of Experienced Teachers	50
Letter of Understanding	Re: Provincial PDT Agreement, May 1, 2008	51
Letter of Understanding	School Day Schedule	51
	Pay Equity Plan	53
	Directory	58
Appendix A	Assessment for Learning Program Schedule 2008/2009	59
Appendix B	French Immersion Assessment for Learning Program Schedule 2008/2009	60
Appendix C	Provincial PDT Agreement	61

COLLECTIVE AGREEMENT

between the

**PETERBOROUGH VICTORIA NORTHUMBERLAND AND CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD**

(hereinafter called "the Board")

and the

**ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
PETERBOROUGH VICTORIA NORTHUMBERLAND & CLARINGTON UNIT**

(hereinafter called "OECTA")

PREAMBLE/INTRODUCTION

The Peterborough Victoria Northumberland and Clarington Catholic District School Board and the OECTA-PVNC Unit Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

WHEREAS it is the common goal of the Board and the teachers to provide the best possible Catholic education for the children of this community;

AND WHEREAS, to achieve that common goal, it is essential that the Board and teachers maintain a harmonious relationship;

THEREFORE, it is the desire of the Board and teachers to set forth in this Agreement the salaries, allowances and certain of the conditions of employment which govern the teachers.

ARTICLE 1 - RECOGNITION:

- 1.01 The Peterborough Victoria Northumberland and Clarington Catholic District School Board (the "Board") recognizes the Ontario English Catholic Teachers' Association (OECTA) as the sole bargaining agent for all teachers covered by this collective agreement in the employ of the Board.
- 1.02 The term "teacher" means a teacher as defined in Part X.1 of the Education Act, excluding Occasional Teachers, who is assigned to full or part-time duties in the Board's schools and offices, and who is a member of the bargaining unit and is understood to include Curriculum Chairs, Co-ordinators, Consultants and Centrally Assigned Teachers, provided that they hold a valid Certificate of Qualification from the Ontario College of Teachers.
- 1.03 It is to be understood that allowance for responsibilities above classroom teacher duties, whatever the designation of such position, shall be negotiated by the parties to the Agreement.
- 1.04 By virtue of this Collective Agreement, there will be no automatic regression of any salary.
- 1.05 Although the Board has the sole right to create or designate a new position of responsibility not covered by this agreement, to be filled by a teacher who comes within the scope of this Collective Agreement, it is agreed that the Branch Affiliate shall be notified and consulted with respect to the salary and additional allowance, if applicable, for such position prior to the new position being posted.

ARTICLE 1 - RECOGNITION (cont'd):

1.06 The Branch Affiliate recognizes that the Board has the right, duty and responsibility to provide, operate and manage its schools in accordance with the applicable legislation, the Constitution Act, 1867, and the Constitution Act, 1982, and the provisions of the Collective Agreement.

No teacher shall be demoted, disciplined or dismissed without just cause.

1.07 Municipality means any one of the following:

- (1) Peterborough City and County
- (2) City of Kawartha Lakes
- (3) Northumberland County
- (4) Municipality of Clarington

ARTICLE 2 - DURATION:

2.01 This Agreement will be for a term commencing on September 1, 2008, and ending on August 31, 2012, and shall continue from year to year thereafter unless either party gives notice in writing to the other not more than one hundred and fifty (150) days prior to the expiry date here of that party's intention to terminate this Agreement or to negotiate revisions thereto. The parties will meet within fifteen (15) days from the date of notice, unless mutually agreed-upon otherwise.

ARTICLE 3 - DEFINITION OF LEVELS:

3.01 Non-degree teachers shall be placed on the Basic Salary Scale in accordance with the teachers' Pay Equity Plan, 1990.

3.02 There shall be an exception beyond 5 Ministerial Courses, to a maximum of 3, in each of the areas of Religious Education, Family Life Education and Special Education.

3.03 The placement of Teachers on the basic salary scale shall be determined in accordance with the Teacher's Qualification Evaluation Programme 5, (hereinafter referred to as "QECO"), except for those teachers noted above.

3.04 No teacher in the employ of the Board prior to September 1, 2001, who was evaluated correctly for placement on the Basic Salary Scale under a process of evaluation in effect prior to the introduction of QECO Programme 5 shall have her/his placement reduced because of QECO Programme 5.

ARTICLE 4 - INTERPRETATIONS:

4.01 Ontario certificates only are included in the Definitions.

4.02 The Board shall recognize all teaching certificates held by teachers as defined in the Education Act, the Ontario College of Teachers Act and related regulations.

4.03 Any degree recognized by the Ministry of Education & Training for admission to a Faculty of Education in Ontario shall be recognized as equivalent to a BA Degree.

4.04 Only those university courses recognized by the Ministry of Education & Training shall be accepted for placement.

ARTICLE 5 - EXPERIENCE AND QUALIFICATIONS:

- 5.01 Teachers engaged by this Board will be credited to the maximum with qualified teaching experience.
- 5.02 Teachers will be required to produce certificates from previous School Authorities, approved by the Board, verifying experience.
- 5.03 Previous experience to the maximum will be credited in each level, provided the teacher can produce verification of the years of accumulated experience.
- 5.04 Each year of experience for salary purposes must, when not a complete teaching year, be composed of fractions which total 10 months or 194 days. However, if there should be a remainder of at least 9 months or 180 days, this experience will be considered as 1 year and qualify the teacher to receive the increment for experience provided in the schedule.
- 5.05 Teachers employed by this Board will be credited to the maximum as per Article 5.04 with qualified teaching experience. Qualified teaching experience is defined as:
- full or part time experience gained as a certified teacher, or experience gained while holding a Letter of Permission
 - all full or part time experience gained outside of Canada may be recognized by the Board upon the recommendation of the Superintendent of Human Resource Services
 - all long term occasional assignments
- 5.06 It shall be the responsibility of the teacher to submit evidence of additional qualifications to the Human Resources Department for category placement. The Human Resources Department shall provide written acknowledgment of the receipt of such evidence of additional qualifications.
- 5.07 Experience shall be credited on September 1 and January 1 of each school year. September 30 and January 30 would be recognized as periods of grace for teachers to submit proof of experience obtained to June 30 and December 31 respectively in any year. Exceptions to this regulation will only be considered upon written application to the Director of Education.
- 5.08 Advance in category due to additional courses shall be recognized September 1 each year. The period of grace for teachers to submit proof of such advancement shall be November 30. Exceptions to this time line will only be considered upon written application to the Manager of Human Resource Services. Extensions beyond the November 30th deadline will be granted due to delays in the evaluation of requests by QECO provided acceptable proof is submitted to the Manager of Human Resource Services on or before November 30th. Where such acceptable proof is submitted as required, the Teacher shall be eligible for retroactive adjustments. There is no provision for deadline extension beyond March 31st of the school year in which an adjustment is being requested.
- 5.09 At the time of hiring, the Board shall notify the teacher of the related experience recognition available to teachers. The teacher shall submit documentation of the related experience within sixty (60) days of the commencement of employment.
- The number of years of acceptable related experience, to a maximum of 8, must be agreed upon in writing.
- 5.10 Where an error, omission or misunderstanding on the part of either Board or teacher has resulted in underpayment or overpayment, appropriate correction shall be made retroactive as soon as possible. Retroactivity shall apply to the contract year only.

ARTICLE 6 - APPLICATION:

- 6.01 The Board shall endeavour to distribute a copy of this Agreement to each teacher in the employ of the Board within thirty (30) days of ratification.
- 6.02 Any teacher to be hired by the Board shall be provided with a copy of the current Agreement.
- 6.03 If salaries are not in accordance with the scale of salaries, as set out in Article 7.01 of this Agreement, these shall be frozen until such time as these are in accordance with salary placement. Category placement and years of experience presently recognized shall continue to be recognized.
- 6.04 If a position of responsibility commanding an allowance is removed from a teacher, the allowance shall be removed.

ARTICLE 7 - SALARY SCHEDULE:

7.01 Basic Salary Scale

During the life of this Collective Agreement the Basic Salary Scale shall at all times comply with the following 2 provisions:

- (a) For Levels A1 to A4, equal increments shall be maintained in each level by subtracting the minimum of the level from the maximum of the level and dividing by the number of years of experience (i.e. 11) in that particular level.
- (b) The increment pattern of Level A shall be in accordance with the teachers' Pay Equity Plan, 1990.

7.01 Basic Salary Scale - Effective September 1, 2008

Yr of Exper	Pre-Degree		Level A1	Level A2	Level A3	Level A4
	Level A					
0	\$ 37,896	\$ 40,312	\$ 41,862	\$ 45,265	\$ 46,812	
1	\$ 40,354	\$ 42,929	\$ 44,675	\$ 48,531	\$ 50,428	
2	\$ 42,815	\$ 45,546	\$ 47,487	\$ 51,794	\$ 54,044	
3	\$ 45,276	\$ 48,163	\$ 50,300	\$ 55,057	\$ 57,658	
4	\$ 47,734	\$ 50,780	\$ 53,112	\$ 58,320	\$ 61,276	
5	\$ 50,196	\$ 53,396	\$ 55,926	\$ 61,584	\$ 64,980	
6	\$ 52,654	\$ 56,014	\$ 58,738	\$ 64,847	\$ 68,506	
7	\$ 55,114	\$ 58,632	\$ 61,552	\$ 68,111	\$ 72,122	
8	\$ 57,575	\$ 61,248	\$ 64,364	\$ 71,374	\$ 75,737	
9	\$ 60,034	\$ 63,865	\$ 67,177	\$ 74,638	\$ 79,353	
10	\$ 62,494	\$ 66,482	\$ 69,990	\$ 77,900	\$ 82,969	
11	\$ 64,953	\$ 69,099	\$ 72,802	\$ 81,164	\$ 86,584	
12	\$ 69,099					

ARTICLE 7 - SALARY SCHEDULE: (cont'd)

Basic Salary Schedule – Effective September 1, 2009

Yr of Exper	Pre-Degree	Level A1	Level A2	Level A3	Level A4
	Level A				
0	\$ 39,033	\$ 41,521	\$ 43,118	\$ 46,632	\$ 48,216
1	\$ 41,565	\$ 44,217	\$ 46,015	\$ 49,987	\$ 51,941
2	\$ 44,099	\$ 46,912	\$ 48,912	\$ 53,348	\$ 55,665
3	\$ 46,634	\$ 49,608	\$ 51,809	\$ 56,709	\$ 59,388
4	\$ 49,166	\$ 52,303	\$ 54,705	\$ 60,070	\$ 63,114
5	\$ 51,701	\$ 54,998	\$ 57,604	\$ 63,432	\$ 66,837
6	\$ 54,234	\$ 57,694	\$ 60,500	\$ 66,792	\$ 70,561
7	\$ 56,767	\$ 60,391	\$ 63,399	\$ 70,154	\$ 74,286
8	\$ 59,302	\$ 63,085	\$ 66,295	\$ 73,515	\$ 78,009
9	\$ 61,835	\$ 65,781	\$ 69,192	\$ 76,877	\$ 81,734
10	\$ 64,369	\$ 68,476	\$ 72,090	\$ 80,237	\$ 85,458
11	\$ 66,902	\$ 71,172	\$ 74,986	\$ 83,599	\$ 89,182
12	\$ 71,172				

7.01 Basic Salary Schedule - Effective September 1, 2010

Yr of Exper	Pre-Degree	Level A1	Level A2	Level A3	Level A4
	Level A				
0	\$ 40,204	\$ 42,767	\$ 44,412	\$ 48,022	\$ 49,662
1	\$ 42,812	\$ 45,544	\$ 47,395	\$ 51,487	\$ 53,499
2	\$ 45,422	\$ 48,319	\$ 50,379	\$ 54,948	\$ 57,335
3	\$ 48,033	\$ 51,096	\$ 53,363	\$ 58,410	\$ 61,170
4	\$ 50,641	\$ 53,872	\$ 56,346	\$ 61,872	\$ 65,007
5	\$ 53,252	\$ 56,648	\$ 59,332	\$ 65,335	\$ 68,842
6	\$ 55,861	\$ 59,425	\$ 62,315	\$ 68,796	\$ 72,678
7	\$ 58,470	\$ 62,203	\$ 65,301	\$ 72,259	\$ 76,515
8	\$ 61,081	\$ 64,978	\$ 68,284	\$ 75,720	\$ 80,349
9	\$ 63,690	\$ 67,754	\$ 71,268	\$ 79,183	\$ 84,186
10	\$ 66,300	\$ 70,530	\$ 74,253	\$ 82,644	\$ 88,022
11	\$ 68,909	\$ 73,307	\$ 77,236	\$ 86,107	\$ 91,857
12	\$ 73,307				

ARTICLE 7 - SALARY SCHEDULE (cont'd):

Basic Salary Schedule - Effective September 1, 2011

Yr of Exper	Pre-Degree				
	Level A	Level A1	Level A2	Level A3	Level A4
0	\$ 41,410	\$ 44,050	\$ 45,744	\$ 49,463	\$ 51,152
1	\$ 44,096	\$ 46,910	\$ 48,817	\$ 53,032	\$ 55,104
2	\$ 46,785	\$ 49,769	\$ 51,890	\$ 56,596	\$ 59,055
3	\$ 49,474	\$ 52,629	\$ 54,964	\$ 60,162	\$ 63,005
4	\$ 52,160	\$ 55,488	\$ 58,036	\$ 63,728	\$ 66,957
5	\$ 54,850	\$ 58,347	\$ 61,112	\$ 67,295	\$ 70,907
6	\$ 57,537	\$ 61,208	\$ 64,184	\$ 70,860	\$ 74,858
7	\$ 60,224	\$ 64,069	\$ 67,260	\$ 74,427	\$ 78,810
8	\$ 62,913	\$ 66,927	\$ 70,333	\$ 77,992	\$ 82,759
9	\$ 65,601	\$ 69,787	\$ 73,406	\$ 81,558	\$ 86,712
10	\$ 68,289	\$ 72,646	\$ 76,481	\$ 85,123	\$ 90,663
11	\$ 70,976	\$ 75,506	\$ 79,553	\$ 88,690	\$ 94,613
12	\$ 75,506				

7.02 Allowances Over and Above Basic Salary Scale for Responsibility:

All allowances are in addition to the individual's placement on the Basic Salary Scale according to his/her own category and experience.

Advertisement for positions of responsibility will include the term of the appointment, plus a description of the necessary qualifications and experience for each position.

(a) Consultant

All appointment of consultants shall be on a term basis for not less the one (1) year and for up to three (3) years with Board option to extend on a yearly basis. The annual salary allowance for consultants is as per the table below:

	Year 1	Year 2	Year 3
September 1, 2008	\$4,153	\$4,977	\$5,801
September 1, 2009	\$4,278	\$5,127	\$5,975
September 1, 2010	\$4,406	\$5,280	\$6,154
September 1, 2011	\$4,538	\$5,439	\$6,339

(b) Teacher-in-Charge

- (1) The parties recognize that from time to time Principals and Vice-Principals may be absent temporarily from their duties. To accommodate these situations, a teacher shall be designated a "Teacher-in-Charge" at a school. A teacher designated as Teacher-in-Charge shall act in this capacity only when the Principal/Vice-Principal is absent. The Teacher-in-Charge shall not participate in evaluating or disciplining of teachers in the school.

ARTICLE 7 - SALARY SCHEDULE: (cont'd)

- (2) A Teacher-in-Charge will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.
- (3) The applicable daily allowance for a teacher acting in the capacity of Teacher-in-Charge shall be as follows:

September 1, 2008	\$36.05
September 1, 2009	\$37.13
September 1, 2010	\$38.24
September 1, 2011	\$39.39

(c) Curriculum Chairs

Each Secondary School with an enrolment of 800 FTE students will have a base of ten Curriculum Chairs assigned to each umbrella department, as follows:

- Religious Education and Family Life
- English, French and International Languages
- Sciences
- Mathematics
- Canadian & World Studies and Social Studies
- Arts
- Guidance and Cooperative Education
- Special Education, ESL and Library
- Physical Education and Healthy Living
- Business, Computers and Technological Studies

An additional Curriculum Chair will be assigned to split the umbrella departments based on an increase in the enrolment of each 100 FTE students over 1000 FTE students per school. Chairs will be assigned in priority order from largest to smallest, based on factors such as number of sections, number of student contacts, program needs and initiatives.

Curriculum Chairs will be appointed in numbers which reflect the school enrolment as projected by the Superintendent of Schools by April 30 for each successive school year, said enrolment to be confirmed by October 31.

The Curriculum Chair will be assigned 6.0 credit/credit equivalent courses during the school year (as per secondary workload Article 34).

The annual salary allowance for a Curriculum Chair for the period September 1, 2008, to August 31, 2009, shall be \$3,590.00.

The annual salary allowance for a Curriculum Chair for the period September 1, 2009, to August 31, 2010, shall be \$3,698.00.

The annual salary allowance for a Curriculum Chair for the period September 1, 2010, to August 31, 2011, shall be \$3,809.00.

ARTICLE 7 - SALARY SCHEDULE: (cont'd)

The annual salary allowance for a Curriculum Chair for the period September 1, 2011, to August 31, 2012, shall be \$3,923.00.

The allotment of Curriculum Chairs will be reviewed and adjusted when new schools are opened with an enrolment of less than 800 FTE students. Each new secondary school will have a minimum of five Curriculum Chairs.

NOTE: All Heads of Organizational Units/Curriculum Chairs shall have qualifications in accordance with Regulation 298.

- (d) In the event that a Curriculum Chair is absent for fifteen (15) consecutive instructional days, on the sixteenth day, an "Interim Curriculum Chair" shall be appointed from the same department, and shall continue in that role for the duration of the absence. The term "Interim Curriculum Chair" shall refer solely to such a temporary appointment.
- (e) In the event that a posted Curriculum Chair position remains unfilled following the selection process (ie. qualifications and interview), the Curriculum Chair position shall be reposted.
- (f) In the event that no applicant met the criteria of the selection process, following the second posting and selection process, the Board may appoint an applicant to the position as an "Acting Curriculum Chair" for a maximum duration of one (1) school year.
- (g) Any such "Acting Curriculum Chair" positions shall be posted as a Curriculum Chair position, to take effect September 1st of the following school year.
- (h) Temporary Responsibility

Any employee assigned by the Director of Education to assume temporary responsibility shall receive a percentage of the applicable allowance for each day in the position. The percentage will be calculated as follows:

$$\text{number of days in the position times the allowance} / 194 \text{ days}$$

- (i) Co-ordinator

The annual salary allowance for a Co-ordinator for the period September 1, 2008, to August 31, 2009, shall be \$10,280.00.

The annual salary allowance for a Co-ordinator for the period September 1, 2009, to August 31, 2010, shall be \$10,588.00.

The annual salary allowance for a Co-ordinator for the period September 1, 2010, to August 31, 2011, shall be \$10,906.00.

The annual salary allowance for a Co-ordinator for the period September 1, 2011, to August 31, 2012, shall be \$11,233.00.

ARTICLE 7 - SALARY SCHEDULE: (cont'd)

New appointments shall be on a term basis for not less than one (1) and for up to three (3) years, with Board option to extend on a yearly basis.

(j) Centrally Assigned Teachers

- (1) Centrally assigned teachers shall be appointed to a term of one (1) year with Board option to extend on a yearly basis.
- (2) A teacher appointed to a centrally assigned position shall have her/his previous position filled by a permanent teacher in accordance with Article 23 - Job Postings.
- (3) Job Posting Information - responsibilities, expectations, qualifications - shall be shared with the Association through the standing Labour/Management Joint Committee. Effective September 1, 2008, centrally assigned teachers shall received the appropriate salary according to Article 7 plus an additional annual allowance of \$515.00. The additional annual allowance for subsequent years shall be:

September 1, 2009	\$531.00
September 1, 2010	\$547.00
September 1, 2011	\$563.00

- (4) The Board reserves the right to select candidates for centrally assigned teaching positions through an interview process. The parties acknowledge that the selection process shall not be governed by Article 23.01 (b) of the current collective agreement.

7.03 Special Clauses Relative to Salary

(a) Direct Deposit: Pays shall be deposited in the financial institution of the teacher's choice.

(b) Salaries: Salaries shall be paid in 24 payments during the period September 1 to August 31.

In the event that pay for a teacher absence is deducted from a teacher's salary, the deduction shall be calculated in the following manner:

number of days absent times (x) (the teacher's annual salary/194 days)

(c) Association Fees: Association Fees shall be deducted in 20 equal instalments and the Board shall remit the amount to OECTA Provincial Secretary-Treasurer on a monthly basis. For the purpose of this Article, "regular union dues" shall have the same meaning as under Section 47(2) of the Ontario Labour Relations Act. OECTA shall indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.

The payment shall be accompanied by a dues submission list showing the names and dues deducted.

ARTICLE 7 - SALARY SCHEDULE: (cont'd)

(d) Post-Graduate Degrees: An allowance of \$515.00 shall be paid for a post-graduate degree when not used in category placement (except a Bachelor of Education degree). The additional allowance for subsequent years shall be:

September 1, 2009	\$531.00
September 1, 2010	\$547.00
September 1, 2011	\$563.00

(e) Courses in Religious Education: The Board is willing to recognize, for category placement for salary purposes, independent of level definitions, courses in Religious Education that are evaluated by the administration staff as the equivalent of courses offered by the Ministry of Education and recognized as category placement for salary purposes.

7.04 Acting Administrator

- (a) An Acting Administrator is a teacher assigned to replace a Principal and/or Vice-Principal who is temporarily absent for a period not to exceed six (6) months of a school year in which the assignment was made. Any extension of this period shall only be with the approval of the Association.
- (b) A teacher assigned to the position of Acting Administrator will not forfeit any rights under the provisions of this Collective Agreement during said assignment.
- (c) No teacher shall be assigned to the position of Acting Administrator without his/her consent.
- (d) Any teacher assigned to the position of Acting Administrator shall not take part in the Teacher Performance Appraisal Process of another member of this bargaining unit.
- (e) When the Board assigns a teacher to the position of Acting Administrator, the position that the teacher held shall be filled by an Occasional Teacher from the Occasional Teacher List.
- (f) The assigned teacher shall be paid at the base salary level of the applicable Acting Administrator position during the term of the assignment.
- (g) At the conclusion of an Acting Administrator assignment, the assigned teacher will return to the position that he/she occupied prior to the assignment to the position of Acting Administrator, subject to the provisions of this Collective Agreement.

ARTICLE 8 - BENEFITS:

8.01 Extended Health Care

The Board shall pay 90 per cent of the Extended Health Care plan premiums.

Semi-private and private hospital rooms (no deductible), prescriptions (\$2.00 per prescription deductible), other services (\$10.00 and \$20.00 deductible).

(Speech Therapists - remove \$15.00 per visit limit).

8.02 Group Life Insurance

The Board shall pay 100 per cent of the premium for 3 times salary in the case of death. Accidental death and dismemberment insurance shall be paid in accordance with the plan.

8.03 Long Term Disability Insurance

The Board shall administer Long Term Disability Insurance coverage for any teacher with a minimum half-time assignment. Participation in the Plan shall be mandatory for all new teachers hired after November 10, 2000. For all teachers in the employ of the Board prior to ratification of this agreement, participation in this plan remains optional. The full premium costs shall be paid by the Teachers. The waiting period shall be 90 days or at the expiration of accumulated sick leave, whichever is greater.

Written requests, by re-employed retirees and teachers in their last year of teaching, to opt out of the plan will be accepted.

The OECTA PVNC UNIT agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deductions and payment under the Long Term Disability Plan, including but not limited to any denial of claim by the insurer.

All disputes with respect to application, administration, interpretation or violation of the LTD plan are to be dealt with under the provisions of the LTD plan and cannot be the subject matter of a grievance. Those temporarily absent on a leave of absence can be required to remit their own premiums. The responsibility of the Board is defined to be limited to that of deducting or remitting insurance premiums for persons covered under the plan.

8.04 Dental Plan

Effective September 1, 2008, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2007 Ontario Dental Association rates.

Effective September 1, 2009, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2008 Ontario Dental Association rates.

Effective September 1, 2010, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2009 Ontario Dental Association rates.

Effective September 1, 2011, the Board shall pay 90 per cent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the 2010 Ontario Dental Association rates.

ARTICLE 8 - BENEFITS: (cont'd)

The Board shall pay 90 per cent of the premiums for:

- | | |
|-------------|---|
| Rider No. 2 | at 50 per cent co-insurance - denture relines, rebases and initial installation of full and partial plates, and |
| Rider No. 3 | at 60 per cent co-insurance - Orthodontia, with a life-time maximum of \$2,000.00, and |
| Rider No. 4 | at 50 per cent co-insurance - Major Restorative, including caps, crowns and gold metal inlays. |

Recall examinations shall be once every nine (9) months for adults and five (5) months for children. Oral hygiene instruction shall be available only to children.

8.05 Vision Care

Effective February 1, 2003, the Board shall pay 90 per cent of the premium for Vision Care that shall include \$250.00 per adult per 24 months and \$200.00 per child per 12 months.

8.06 Part-time Teachers

A part-time teacher shall have the premiums for benefits paid at a percentage equal to the time worked by the teacher.

(This clause will NOT apply to any part-time teacher in the employ of the Board or hired by the Board PRIOR to August 31, 1991).

8.07 Benefit Tendering

In the event that any or all benefits are re-tendered, the same quality of present coverage shall be maintained or improved. Decisions made in this regard shall be made by the Board after discussion with the President of the Unit, the Presidents of the Branch Affiliates and the Chairperson of the Local Collective Bargaining Committee (L.C.B.C.).

8.08 Benefit on Retirement

Upon retirement, a teacher may elect to continue to participate in the Group Health Benefit Plan to age 65. Effective January 01, 1999, participation shall be subject to the teacher's premium payments being received by the Board via an electronic pre-authorized payment from his/her financial institution. The cost of the health premiums shall be borne by the teacher and administered by the Board.

ARTICLE 9 - QUARANTINE:

Every teacher is entitled to his or her salary despite absence from duty in any case where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his or her duties. Such absences shall not be deducted from sick leave credits.

ARTICLE 10 - JUROR OR WITNESS:

A teacher is entitled to his or her salary despite absence from duty by reason of a summons to serve as a juror, as a summons as a witness in any proceeding to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses, that the teacher receives as a juror or as a witness. The teacher will present proof of service and the amount of payment received.

ARTICLE 11 - LEAVE OF ABSENCE:

- (a) The Board shall reserve the right to grant or reject a teacher's request for a Leave of Absence for study that will result in an upgrading of qualifications.
- (b) The Board shall grant a Leave of Absence for health reasons for 1 year. This may be extended. The Board shall ask for medical certificates to verify the health reasons.
- (c) Application, in writing, to the Director of Education, must be made prior to March 1 in the case of Leave for further study, to be effective the following September.
- (d) Salary will not be paid during a Leave of Absence.
- (e) The teacher's credit in the Cumulative Sick Leave Plan prior to the taking of the Leave shall be retained.
- (f) Leave shall be limited to 1 year. Application for extension may be made.
- (g) A teacher, upon completion of Pregnancy Leave, may be granted, upon written request, a Leave of Absence, provided the request is received with the Request for Pregnancy Leave. Such Leave for elementary school teachers shall terminate at the end of the calendar year or the end of the school year and, for secondary school teachers, at the end of the first semester or the end of the school year. It is understood, however, that this Leave shall not obligate the Board beyond the reinstatement of the teacher to a comparable position within the same municipality as stated in the Agreement, Section 1.07.
- (h) Benefit plans, as set out herein, may be continued during the Leave of Absence through prepayment by the teacher of 100 per cent of the premium.

NOTE: The prepayment may be made through the usage of postdated cheques.

ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE:

12.01 Pregnancy and Parental Leave

Employment Standards Act, Sections 45 to 49, Sections 51 to 53.

45. Definitions, In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and "child" has a corresponding meaning; ("père ou mère")

"same-sex partner" means either of two persons of the same sex who live together in a conjugal relationship outside marriage; ("partenaire de même sexe")

"spouse" means,

(a) a spouse as defined in section 1 of the *Family Law Act*, or

(b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. ("conjoint") 2000, c. 41, s. 45; 2001, c. 9, Sched. I, s. 1 (9).

Pregnancy Leave

Pregnancy leave

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).

When leave may begin

(2) An employee may begin her pregnancy leave no earlier than the earlier of,

(a) the day that is 17 weeks before her due date; and

(b) the day on which she gives birth. 2000, c. 41, s. 46 (2).

Exception

(3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

Latest day for beginning pregnancy leave

(3.1) An employee may begin her pregnancy leave no later than the earlier of,

(a) her due date; and

(b) the day on which she gives birth. 2001, c. 9, Sched. I, s. 1 (10).

Notice

(4) An employee wishing to take pregnancy leave shall give the employer,

(a) written notice at least two weeks before the day the leave is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date. 2000, c. 41, s. 46 (4).

ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)

Notice to change date

- (5) An employee who has given notice to begin pregnancy leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

Same, complication, etc.

- (6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,
- (a) written notice of the day the pregnancy leave began or is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage. 2000, c. 41, s. 46 (6).

End of pregnancy leave

- 47.** (1) An employee's pregnancy leave ends,
- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

Ending leave early

- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

Changing end date

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)

Employee not returning

(4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

Exception

(5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 47 (5).

Parental Leave

Parental leave

48. (1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (1).

When leave may begin

(2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (2).

Restriction if pregnancy leave taken

(3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. 2000, c. 41, s. 48 (3).

Notice

(4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c. 41, s. 48 (4).

Notice to change date

(5) An employee who has given notice to begin parental leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 48 (5).

If child earlier than expected

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

(a) the employee's parental leave begins on the day he or she stops working; and

(b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. 2000, c. 41, s. 48 (6).

ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)

End of parental leave

49. (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c. 41, s. 49 (1).

Ending leave early

(2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

Changing end date

(3) An employee who has given notice to end his or her parental leave may end the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

Employee not returning

(4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

Exception

(5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 49 (5).

General Provisions Concerning Leaves

Rights during leave

51. (1) During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so. 2000, c. 41, s. 51 (1).

Benefit plans

(2) Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan. 2000, c. 41, s. 51 (2).

Employer contributions

(3) During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any. 2000, c. 41, s. 51 (3).

ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)

Leave and vacation conflict

51.1 (1) An employee who is on leave under this Part may defer taking vacation until the leave expires or, if the employer and employee agree to a later date, until that later date if,

(a) under the terms of the employee's employment contract, the employee may not defer taking vacation that would otherwise be forfeited or the employee's ability to do so is restricted; and

(b) as a result, in order to exercise his or her right to leave under this Part, the employee would have to,

(i) forfeit vacation or vacation pay, or

(ii) take less than his or her full leave entitlement. 2001, c. 9, Sched. I, s. 1 (11).

Leave and completion of vacation conflict

(2) If an employee is on leave under this Part on the day by which his or her vacation must be completed under paragraph 1 of section 34, the uncompleted part of the vacation shall be completed immediately after the leave expires or, if the employer and employee agree to a later date, beginning on that later date. 2001, c. 9, Sched. I, s. 1 (11).

Alternative right, vacation pay

(3) An employee to whom this section applies may forego vacation and receive vacation pay in accordance with section 41 rather than completing his or her vacation under this section. 2001, c. 9, Sched. I, s. 1 (11).

Length of employment

52. (1) The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:

1. The length of his or her of employment, whether or not it is active employment.

2. The length of the employee's service whether or not that service is active.

3. The employee's seniority. 2000, c. 41, s. 52 (1).

Exception

(2) The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract. 2000, c. 41, s. 52 (2).

Reinstatement

53. (1) Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not. 2000, c. 41, s. 53 (1).

Exception

(2) Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave. 2000, c. 41, s. 53 (2).

ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE: (cont'd)

Wage rate

- (3) The employer shall pay a reinstated employee at a rate that is equal to the greater of,
- (a) the rate that the employee most recently earned with the employer; and
 - (b) the rate that the employee would be earning had he or she worked throughout the leave. 2000, c. 41, s. 53 (3).

NOTE: Seniority and experience shall accumulate while on Pregnancy/Parental leave.

The Board shall continue a teacher's contract during that portion of a teacher's pregnancy preceding the utilization of the statutory PREGNANCY AND PARENTAL LEAVE, provided in the EMPLOYMENT STANDARDS ACT, R.S.O., 1980, Chapter 137.

12.02 **Paternity/Adoptive Leave**

- (a) Paternity leave of four (4) days (without loss of salary or sick leave credits) shall be allowed to a male teacher upon the birth of his child(ren). Such leave shall be applicable only when the birth of the child(ren) occurs during the school year.
- (b) Adoption leave of four (4) days (without loss of salary or sick leave credits) shall be allowed a male and/or female teacher or both spouses, upon the adoption of a child(ren). Such leave shall be applicable only when the adoption of the child(ren) occurs during the school year.

12.03 **Pregnancy/Maternity Leave Supplementary Employment Benefits (S.E.B.) Plan**

Effective August 31, 2007, a teacher eligible to receive Employment Insurance (E.I.) benefits for pregnancy leave, shall receive from the Board, a weekly payment not to exceed the E.I. rate of pay for the two (2) week E.I. waiting period.

To receive pay, the employee must provide the Board with verification of the approved E.I. claim, indicating the amount of E.I. paid to the employee. The employee will only be paid for those days during the two (2) week waiting period which fall on scheduled school days.

The Board shall not deduct this two-week payment in whole or in part from the teacher's Accumulated Sick Leave Plan. (Supplements to E.I. benefits must not reduce accumulated employment credits/benefits such as sick leave – section 38 of the Employment Insurance Regulations).

A teacher applying for a pregnancy/parental leave may access her sick leave credits for scheduled school days during the six (6) week period following the birth of her child.

ARTICLE 13 - CUMULATIVE SICK LEAVE:

- (a) All teachers covered by this Agreement shall participate in the Cumulative Sick Leave Plan.
- (b) All credits shall be derived from service and based on school days. A teacher shall be entitled to a maximum of twenty (20) paid sick days in a school year and pro-rated based upon full-time equivalency.
- (c) The unused sick days shall be placed to the credit of each teacher, each year, as an Accumulative Sick Leave Reserve. This Reserve shall not exceed a maximum of two hundred (200) days for any teachers at the end of any year for teachers in the employ of the Board.
- (d) Absence shall be deducted from current sick days first, and when that has been used, the Accumulated Leave shall be drawn upon as required.
- (e) The payment of Sick Leave shall automatically reduce the reserve of the individual teacher by the number of days represented by such payment.
- (f) Sick Leave claims shall be computed for payment on the current rate of salary.
- (g) The reason for absence shall be reported on the Principal's Monthly Report on Absenteeism.
- (h) A teacher may be required to furnish, whenever requested by the Board to do so, a Doctor's Certificate to support his/her claim.
- (i) Where the employer requests the certificate from an employee for an absence other than a statutory absence, the medical certificate shall be from a legally qualified medical practitioner and must certify that the employee was unable to attend to his/her official duties due to illness. The Board shall reimburse the teacher, upon receiving a receipt, the cost of said certificate.
- (j) The teacher's record of accumulated sick leave will appear on the pay statement.
- (k) Teachers voluntarily leaving for other positions or discharged shall receive no remuneration for Accumulative Sick Leave.

ARTICLE 14 - BEREAVEMENT LEAVE:

- (a) A teacher who is absent because of the death of a member of his/her immediate family will be granted 5 consecutive school days (or more at discretion of the Director) without loss of pay, when the death occurs during the school year. (Immediate family shall be interpreted as father, mother, brother, sister, wife, husband, son or daughter, father-in-law, mother-in-law or guardian).

ARTICLE 14 - BEREAVEMENT LEAVE: (cont'd)

- (b) A teacher who is absent because of the death of an uncle, aunt, grandparent, grandchild, son or daughter-in-law, brother or sister-in-law, will be granted three (3) teaching days (or more at the discretion of the Director) without loss of pay.

ARTICLE 15 - PERSONAL LEAVE:

- (a) A teacher, upon written application to the Director, may, at the discretion of the Director, be granted two (2) days' Personal Leave without loss of pay.
- (b) The Director has the discretionary power to grant such additional Personal Leave with loss of pay or to refer the request to the Board.
- (c) A teacher shall, upon written application, be given time off with pay to write examination for the improvement of teacher qualifications, provided that the examination may not be written outside of regular school hours.

ARTICLE 16 - SPECIAL LEAVE:

16.01 **Director's Special Leave**

A teacher, upon written application to the Director, shall be granted 1 day of unpaid Special Leave without giving reason.

16.02 **Inclement Weather**

- (a) No deduction of salary or sick leave credits will occur if weather conditions make it unsafe, in the opinion of the teacher, to reach his/her assigned school. The teacher shall report to the nearest school within the jurisdiction of the Board if he/she deems it is safe to do so.

In the event that road and/or weather conditions become safe, the teacher shall proceed to his/her assigned worksite.

- (b) In the case of teachers who are unable to attend their own or an alternate worksite, there is an obligation to notify their Principal/Superintendent.

In the event that road and/or weather conditions become safe, the teacher shall proceed to his/her assigned worksite.

ARTICLE 16 - SPECIAL LEAVE: (cont'd)

If the Principal/Superintendent is satisfied that the above conditions have been met, the teacher will be regarded as being "in attendance". There will be no deduction of salary or sick leave credits.

If the Principal/Superintendent is not satisfied that the above conditions have been met, then the following will apply:

- (i) for employees with an accumulation of sick leave, they will be paid and the day will be deducted from their sick leave accumulation, or,
- (ii) for employees without an accumulation of sick leave, they will not be paid.

ARTICLE 17 - RETIREMENT GRATUITY (SICK LEAVE CREDIT):

- (a) A teacher having had 17 years or more service as a teacher with this Board or any Board dissolved on January 1, 1969 because of the formation of this Board, who retires under the provisions of the Teachers' Pension Act, shall continue to be paid his/her salary at the same rate as at retirement for a limited period to the extent of one-half the amount of any accumulated Sick Leave acquired while in the service of the aforementioned Boards (not including any accumulation transferred from another Board for Sick Leave purposes only), but not exceeding 100 days.
- (b) Upon reaching the maximum accumulation of 200 days, made up partly of the transferred credits from another Board and partly of accumulated credits with this Board or the Boards that were dissolved because of the formation of this Board, the teacher shall be allowed to continue accumulating with the Peterborough Victoria Northumberland and Clarington Board by reducing the transferred credits, until the maximum of 200 days has been accumulated with the Peterborough Victoria Northumberland and Clarington Board for the purposes of Sick Leave Credit Retirement Gratuity.
- (c) Sick Leave Credit Retirement Gratuity shall be paid only to a teacher who leaves the Board and is entitled to pension under the provisions of the Teachers' Pension Act. The payment of such will be the choice of the teacher, either lump sum or installments.
- (d) On the death before retirement of any teacher employed by the Board with 17 years or more service as a teacher with this Board or any Board dissolved on January 1, 1969 because of the formation of this Board, an amount equal to the Sick Leave Credit Gratuity of such teacher shall be paid to the estate of the teacher upon the Board's obtaining any necessary Succession Duty release.
- (e) In the event that a teacher dies before having received the full Sick Leave Credit Gratuity, the balance of any such Gratuity shall be paid to the estate of the teacher upon the Board's obtaining the necessary Succession Duty release.

ARTICLE 18 - TEACHER FUNDED LEAVE PLAN:

- (a) The Board agrees to a Teacher Funded Leave Plan which shall permit the teacher to take a one year self-funded leave in year three of a THREE year agreement, in year four of a FOUR year agreement, or year five of a FIVE year agreement. During his/her years in the teacher funded leave plan, the teacher shall agree to be paid by the Board at 66.67 per cent (for a THREE year agreement) or at 75 per cent (for a FOUR year agreement) or at 80 per cent (for a FIVE year agreement) of the salary normally paid under the applicable Collective Agreement subject to the conditions outlined below.

There shall be no cost to the Board except that the Board shall pay 100% of the applicable statutory deductions during the leave. Interest paid on trust fund accounts shall be 2 per cent less than prime calculated and credited on the last day of each month.

The duration of the agreement and the percentages of salary paid and withheld may be changed with the approval of both parties.

(b) Application

A written application shall be delivered to the Director of Education not later than the 1st day of May, in which is described the applicant's proposal with respect to a plan of salary hold back and timing of the leave of absence.

(c) Approval or Denial

The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial shall be delivered to the applicant not later than the 31st of May following the date of application.

(d) Definition

Entry into the Plan shall be effective only on the 1st day of September, and the duration of a leave of absence under this Plan shall be from the 1st day of September to the 31st day of August next. Consideration may be given for secondary school teachers to operate by semester.

(e) Salary Hold Back

During the years in the Plan prior to the Leave year, 33.33, 25 or 20 per cent, respectively, of the teacher's salary paid in accordance with the applicable Collective Agreement shall be withheld by the Board. The salary withheld shall be placed in an individual trust in the name of the teacher. A statement of each teacher's account will be issued at the end of each school year upon request of the teacher.

(f) Payment

1. The teacher shall receive his/her withheld salary in two lump sums or through the semi-monthly payroll.

ARTICLE 18 - TEACHER FUNDED LEAVE PLAN: (cont'd)

2. The actual leave from work shall commence on the first school day following completion of the salary hold back period.

(g) Benefit Plans

1. Throughout the years of the Plan, employee benefits shall continue as per the applicable Collective Agreement if the teacher requests it. Employee benefits shall be maintained as if the teacher were receiving 100 per cent of salary but Board subsidy will be the applicable percentage of the normal contribution.
2. The year of absence does not represent a break in employment so far as Retirement Gratuity is concerned.
3. There shall be neither accumulation nor utilization of Sick Leave credits during the year of absence.

(h) Return from Leave

1. On return from Leave, a teacher will be assigned to the position (including position of responsibility) which he/she held when the Leave began (within the same municipality) subject to other appropriate provisions of the Collective Agreement. Upon return from leave of absence the participant shall receive full allowance and recognition for the experience and seniority he/she had when the Leave began.
2. The Teacher Funded Leave Plan shall be treated as a year's teaching experience for seniority purposes with the Board, but shall not entitle the teacher to increment for that year.

(i) Termination

1. A participant may withdraw from the Plan at any time prior to the 15th day of March preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the participant within 60 days following delivery to the Director of Education of written notification of withdrawal.
2. A declaration of redundancy shall be deemed to be written notice of withdrawal, delivered to the Director of Education on the effective date of the redundancy.
3. In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within 60 days following the date of death. In case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within 60 days following the date of death.

ARTICLE 18 - TEACHER FUNDED LEAVE PLAN: (cont'd)

(j) Contract

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the Plan.

ARTICLE 19 - SENIORITY:

- 19.01 A new teacher, as defined by the Education Act, will be on probation until such times as he/she has achieved two (2) "satisfactory" ratings on the Summative Report Form of the New Teacher Induction Program.
- 19.02 Seniority means continuous years of employment (measured in full and partial years) with the Board or its predecessor Board(s).
Effective December 1, 2008, the seniority date for all teachers shall be established as the date of hire as a statutory teacher.
- 19.03 A member returning to the Bargaining Unit after a period of two (2) years or less shall, after a period of two (2) years, have a new seniority date set as follows:
original date of hire plus period of absence
For the purpose of establishing the new seniority date, the months of July and August will not be counted.
- 19.04 The Board shall retain the right to maintain a sufficient number of Religious staff in the system.
- 19.05 Where seniority in accordance with 19.02 is equal, the determining criteria shall be and in the following order:
a) experience with the Board as a qualified teacher in an LTO assignment in the school year prior to the seniority date.
b) total years of teaching experience as per Article 5.05.
c) highest qualification in accordance with Article 3 of the Agreement.
d) as determined by lot in the presence of the President of the Unit.
- 19.06 The Board shall publish a Seniority List by December 15th to be posted in each school. An updated list, including those hired after the December 15th posting will be posted on the Board's Intranet site and a copy forwarded to the O.E.C.T.A. Executive by April 1st of each school year.

The April 1st list will be used in the application of Article 22 and 23.

Each Seniority List shall provide, in decreasing order of seniority, the names of teachers, and their seniority date as defined in Article 19.02 and 19.03.

ARTICLE 19 - SENIORITY: (cont'd)

- 19.07 Seniority will affect three areas, namely:
- (a) Article 20 - Redundancy and Recall
 - (b) Article 22 - Teachers declared surplus at a school
 - (c) Article 23 - Job Postings

For purposes of clarity, seniority does not affect those positions covered by Article 7.02.

ARTICLE 20 - REDUNDANCY AND RECALL:

- 20.01 Where a system-wide reduction of teaching staff is necessary, reduction will be made on the following basis and in the following order:
- (a) normal attrition
 - (b) in reverse order of seniority as determined by Article 19
- 20.02 In the event that it becomes necessary for the Board to declare a teacher redundant to the system, that teacher shall be laid off effective August 31st in accordance with the Seniority Clause as contained in Article 19 provided that the Board can retain sufficient qualified teachers as per the Education Act. The Superintendent of Human Resource Services or designate shall notify the affected teacher(s) in writing within 5 days of the Board's decision stating reasons necessary for the redundancy, with a copy to the local Executive of the OECTA. Redundant teachers shall be placed on the Recall List.

The Board shall recall any teacher declared redundant to a permanent assignment as follows:

- a) Between August 16th and August 31st, any available teaching assignments shall be offered to redundant teachers beginning with the most senior teacher who holds qualifications as per the Education Act. In the event that all redundant teachers reject their assignment(s) so offered, the Board shall fill such assignment(s) beginning with the least senior redundant teacher who holds qualifications as per the Education Act.
 - i) If the least senior redundant teacher is assigned in accordance with a) above, and still rejects the assignment, he/she will be deemed to have forfeited his/her right of recall and shall be removed from the recall list.
- b) From September 1st to 30th, when a new assignment becomes available, the most senior teacher who holds qualifications as per the Education Act on the recall list, shall be recalled to permanent status. If the teacher being recalled has been previously assigned to an LTO assignment, in order to minimize disruption to the system, it shall be the Board's prerogative as to whether that teacher remains in the LTO assignment or is reassigned to a new assignment.

Teachers recalled between September 1st and 30th shall be eligible for extended health care and dental coverage effective September 1. Experience and accrued sick leave will be acknowledged as if there had been no break in service.

The following benefits will take effect on the recall date:

Life, Accidental Death & Dismemberment (A.D.D.), Long Term Disability (L.T.D.)

ARTICLE 20 - REDUNDANCY AND RECALL: (cont'd)

- c) After September 30th as permanent assignments become available, the most senior teacher, who holds qualifications as per the Education Act, on the recall list shall be recalled to permanent status. Teachers recalled after September 30th shall be considered as having been recalled from a lay off and their seniority shall be determined as per Article 19. Benefits entitlement as per Article 8 will take effect on the recall date. Sick leave accrual to date of layoff will be recognized.
 - d) All offers of recall shall be made by e-mail to the teacher and copied to the local OECTA Unit. The teacher so offered shall respond within twenty-four (24) hours. A teacher who fails to respond within the twenty-four (24) hours, shall be deemed to have forfeited his/her recall rights and their name shall be removed from the recall list.
- 20.03
- a) A redundant teacher who is offered a position with an FTE which is less than the assignment he/she held in the preceding June, shall have the right to refuse the assignment while maintaining his/her position on the recall list. In the event that all redundant teachers reject the lower FTE assignment(s) so offered, the Board shall fill the assignment(s) beginning with the least senior redundant teacher who holds qualifications as per the Education Act. Where possible, a teacher placed in this manner shall be given an additional LTO assignment up to an FTE workload equivalent to that held by that teacher in the preceding June.
 - i) If the least senior redundant teacher is assigned in accordance with a) above, and still rejects the assignment, he/she shall be deemed to have forfeited his/her right of recall and shall be removed from the recall list.
 - b) A teacher on recall who refuses an assignment except as defined in 20.02 a) and 20.03 a) shall be deemed to have forfeited their right of recall and shall be removed from the recall list.
 - c) Any teacher recalled to a permanent assignment shall be deemed to be surplus the following year and subject to Article 22 and Article 23.
- 20.04
- No new teacher will be hired until such time as those teachers covered by this Agreement who have been declared redundant and who are qualified for the opening have been placed. Teachers shall be recalled from the Recall List in accordance with Article 19 - Seniority, whereby teachers with the highest seniority will be recalled first.
- 20.05
- Where possible, redundant teachers shall be notified in writing by April 15th, with a copy forwarded to the local Executive of the O.E.C.T.A.
- 20.06
- No later than May 31st, teachers who have been notified in accordance with items 20.04 and 20.05 and who have not been accommodated, shall be notified of the termination or layoff subject to this Article.
- 20.07
- By June 5, the Board will provide the local O.E.C.T.A. Executive with a list of teachers so notified in accordance with the provisions of this Article.
- 20.08
- A teacher shall have a right of recall for a period of up to three (3) years from the date of layoff. If a teacher is not recalled within three (3) years of layoff then the teacher shall be removed from the Seniority List and his/her employment shall be terminated.

ARTICLE 20 - REDUNDANCY AND RECALL: (cont'd)

- 20.09 Teachers on the Recall List shall be responsible for notifying the Human Resources Department, in writing, of any additional qualifications and/or any change of address or telephone number.
- 20.10 Teachers on layoff with recall rights may continue to participate in the Group Extended Health and Dental Benefit Plan until August 31st following date of layoff. Participation shall be all-inclusive and subject to the teacher's premium payments being received by the Board via an electronic pre-authorized payment from his/her financial institution. The full cost of the health and dental premiums shall be borne by the teacher and administered by the Board.
- 20.11 Where the Education Act requires qualifications for certain positions and where no other teacher is qualified, the Superintendent of Human Resource Services may cause a variance from the order of seniority. The Superintendent of Human Resource Services shall notify the local Executive of the O.E.C.T.A., in writing, stating the reasons necessary for the variance, with a copy to the affected teachers.
- 20.12 Teachers on the Recall List will be given first priority for any available long-term occasional teaching assignments.
- 20.13 The placement of recalled teachers shall be implemented in consultation with the OECTA Unit President and Collective Bargaining Officer.

ARTICLE 21 - PERMANENT, PART-TIME TEACHERS:

A teacher employed by the Board on a part-time basis shall be given first consideration for a full-time position if one occurs, provided a written request is received by the Human Resources Department no later than the 1st day of March.

ARTICLE 22 - TEACHERS DECLARED SURPLUS AT A SCHOOL:

- 22.01 When a school experiences a surplus in teaching staff, the least senior teacher (as defined in Article 19) in the school will be declared surplus, provided the remaining teachers have sufficient qualifications and characteristics of position with regard to subject and/or level and provided the needs of the system, students and teachers are met.
- 22.02 The Board shall endeavour to notify teachers declared surplus, on or before April 30th. The names of all teachers declared surplus shall be forwarded to the Unit.

ARTICLE 22 - TEACHERS DECLARED SURPLUS AT A SCHOOL: (cont'd)

- 22.03 Teachers declared surplus will be divided into two categories for the purpose of determining when they are re-assigned:
- All teachers with four (4) or more years of seniority as of the current April 1st Seniority list will be placed on Surplus List A.
 - All teachers with less than four (4) years of seniority as of current April 1st Seniority list will be placed on Surplus List B.
- 22.04 Reassignment will be as per Article 23 Job Postings.

ARTICLE 23 - JOB POSTINGS:

- 23.01 a) The Board shall post all new or vacant teaching positions at least five (5) working days prior to external advertising.
- b) Where there is more than one applicant from within the system, the applicant with the most seniority (as defined in Article 19) who has the qualifications as per the Education Act and Regulations for the position, shall be given the position, commencing the beginning of the next school year.
- 23.02 All vacancies will be filled in accordance with the process outlined in sections 23.03 through 23.11.
- 23.03 Definition - A vacant position shall be defined as a teaching position within the bargaining unit which becomes available due to death, retirement, resignation, program or enrollment growth, transfer, posting awards, promotion and will be posted according to the internal staffing needs.
- Effective December 1st 2008, the Board shall notify the Bargaining Unit of any newly created position at any location. Newly created positions that are generated from new programs will be posted specifically as such following the process found in this article.
- Newly created positions are defined as those generated from new programs which did not exist when this collective agreement was ratified.
- 23.04 Subject to the process outlined below, vacant positions shall be filled from within the system, provided that there are applicants qualified for the position to be filled, prior to the hiring or placement of new staff.
- 23.05 All vacant positions will be posted and filled using the procedures outlined below, with the exception of those positions identified in Article 7.02.
- 23.06 If the senior qualified teacher accepts a posted position, then that posting is closed. If the senior qualified teacher rejects the position, then that position shall be offered to the next senior qualified applicant. This same process shall continue until the posting is filled.

ARTICLE 23 - JOB POSTINGS: (cont'd)

23.07 Posting Process

The Board shall post all vacant teaching positions on the PVNC website (www.pvnccdsb.on.ca) at least five (5) working days prior to external advertising.

Where there is more than one applicant from within the system, the applicant with the most seniority (as defined in Article 19) who has the qualifications as per the Education Act and Regulations for the position, shall be given the position, commencing the beginning of the next school year.

Teachers can apply to more than one posting.

Round one (1) of the posting procedure shall occur on or before May 15th, at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year.

Round two (2) of the posting procedure shall occur on or before June 1st, at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year, any unfilled vacancies from Round One, and any vacancies resulting from teachers accepting a Round one posting.

- 23.08 At the completion of Round Two, the Board shall endeavour to place teachers from Surplus List A into any vacant positions available in the same school or the same municipality provided they hold qualifications as per the Education Act and Regulations. Vacant positions include vacancies resulting from teachers accepting Round two postings.

Any Surplus List A teachers not placed after round two (2) will be placed following round (3).

- 23.09 Round three (3) of the posting procedure shall occur on or before June 20th at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year, any unfilled vacancies from Round Two, and any vacancies remaining after the assignment of surplus teachers.

At the completion of Round three (3), the Board, subject to qualifications as per the Education Act and Regulations, shall place any remaining teachers from Surplus List A into any vacant positions, followed by the placement of Surplus List B teachers. Vacant positions will include vacancies resulting from teachers accepting Round three postings.

- 23.10 After the assignment of surplus teachers, the Board will fill any remaining vacant positions with qualified teachers as follows:
- a) qualified redundant teachers in order of seniority
 - b) externally

Newly hired teachers assigned to these positions shall be declared surplus prior to the following year's posting process.

ARTICLE 23 - JOB POSTINGS: (cont'd)

23.11 Round four (4), the final round of postings, shall occur on or before July 20th, at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year.

Vacancies created by teachers moving into Round four (4) positions and all vacancies after July 20th, will be posted on or before May 15th of the following year.

Newly hired teachers assigned to these positions shall be declared surplus prior to the following year's posting process.

23.12 **Required Qualifications for Secondary School Religion Postings**

The parties agree that postings for secondary school religion positions shall show the following as required qualifications:

Religious Education Part III - Specialist, or

An undergraduate degree with a major in Religious Studies, or

A graduate degree in Religious Studies, or

A post-graduate degree in Religious Studies, or

A Master of Divinity

23.13 **Teachers in Congregated Special Education Classes**

(1) The Board reserves the right to select candidates for teaching positions in congregated special education classes through an interview process. The parties acknowledge that the selection process shall not be governed by Article 23.01 (b) of the current collective agreement.

(2) Congregated special education classes shall include:

i) Autism spectrum disorder classes (CASA)

ii) High needs behaviour classes (BEST)

iii) Ministry of Education Section 23 classes

(3) Job Posting Information - responsibilities, expectations, qualifications - shall be shared with the Association through the standing Labour/Management Joint Committee.

ARTICLE 24 - BOARD INITIATED RE-ASSIGNMENTS

- 24.01 The Board shall be entitled to initiate a re-assignment of a teacher that is not disciplinary in nature, where the needs of the system, students and teachers or characteristics of position with regard to subject and/or level require the re-assignment. Such assignments will be done in consultation with the President of the Bargaining Unit or designate as per past practice.
- 24.02 Prior to re-assignment, the Superintendent of Human Resource Services shall consult with OECTA.
- 24.03 If the teacher is not satisfied with the necessity and fairness of the re-assignment, he/she may grieve the re-assignment. Such assignment shall not be subject to grievance by any other member of the Unit.
- 24.04 If a teacher who is under contract with the Board at the time of the notification of re-assignment is re-assigned at the Board's initiative and is required to travel a distance of 32 kilometres or more one way, he/she shall be paid a travel allowance in accordance with Board Policy for a period of 1 year.

The "distance of 32 kilometres or more than one way" shall be additional to what he/she already travels to his/her assigned employment location at the time of notification of transfer.

ARTICLE 25 - GRIEVANCE PROCEDURES:

- 25.01 It is the mutual desire of the Board and the Association that all complaints and grievances shall be adjusted as quickly as possible.
- 25.02 A grievance is defined as a difference or dispute of this Agreement which concerns one (1) or more teachers and relates to the interpretation, application or administration of this Agreement. A claim of unjust discharge or discipline by a teacher shall also be subject to the Grievance and Arbitration Procedures as set forth in the Collective Agreement.
- 25.03 In this Article, "immediate supervisor" shall mean principal or superintendent or designate, whichever is the immediate supervisor of the complainant.
- 25.04 It is understood that a teacher has no grievance until the teacher has first given his/her immediate supervisor an opportunity to adjust the complaint. A complaint involving the interpretation or alleged violation of this Agreement shall first be discussed by the teacher with his/her immediate supervisor within seven (7) days of the date the teacher becomes aware of the circumstances giving rise to the complaint. The immediate supervisor shall respond orally to the complaint within five (5) days of receiving it.
- 25.05 Should the teacher be dissatisfied with the immediate supervisor's disposition of the complaint, the teacher may, with the assistance of up to three (3) Branch Affiliate representatives, take the matter up as a grievance in the following manner:

ARTICLE 25 - GRIEVANCE PROCEDURES: (cont'd)

25.06 The Unit may file a grievance on behalf of the Branch Affiliate, or a group of members of the Branch Affiliate, that relates to the interpretation, application or administration of this Agreement. A grievance filed by the Unit shall commence at Step I of the grievance procedure.

25.07 Step I

The teacher shall take the matter up with the Superintendent of Schools/Human Resources, or designate, by submitting a concise statement of the facts complained of and the redress sought.

The Superintendent of Schools/Human Resources, or designate, shall arrange a meeting to discuss the grievance within five (5) days of receipt of the letter of grievance. The Superintendent of Schools/Human Resources, or designate, shall give a written reply to the grievance within five (5) days after the meeting.

25.08 Step II

Failing satisfaction with the reply in Step 1 above and within five (5) days of receipt of the reply the griever may refer the grievance to the Director of Education, or designate.

The Director of Education, or designate, shall arrange a meeting to discuss the grievance within five (5) days of receipt of the griever's request to proceed to Step II. The Director of Education, or designate, shall give a written reply to the grievance within five (5) days after the meeting.

ARTICLE 26 - ARBITRATION:

26.01 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred to a Board of Arbitration or a single arbitrator, as the case may be.

26.02 The notice submitting to arbitration shall contain the name of the single arbitrator or the appointee to the Arbitration Board of the party making the submission, as the case may be. The recipient of the notice shall, within ten (10) days of receipt of the notice, inform the other party in writing, agreement with the proposed or propose its own single arbitrator or appointee to the Arbitration Board, as the case may be. In the case of an Arbitration Board, the two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the parties fail to agree upon a single arbitrator within the time limits as set out herein, the appointment of a single arbitrator shall be made by the Ministry of Labour. No person may be appointed as the single arbitrator who has participated directly in an attempt to settle the grievance.

26.03 The single arbitrator or Arbitration Board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it. The decision of a majority of the Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs. The decision of a single arbitrator governs.

ARTICLE 26 - GRIEVANCE PROCEDURES: (cont'd)

- 26.04 The single arbitrator or Arbitration Board established as above, shall decide the grievance submitted to it, any related question, including any questions as to whether a matter is arbitrable, but shall have no power to alter, modify or amend this Agreement, nor make any decision inconsistent therewith.
- 26.05 Each party shall pay the cost of its own appointee to the Arbitration Board, and the parties shall share equally the cost of the chairperson or a single arbitrator.
- 26.06 Each party may be represented at the Arbitration by a representative of its choice.
- 26.07 Unless otherwise specifically provided, any notice required to be sent herein may be sent by prepaid registered or certified mail to the parties at their respective mailing addresses.
- 26.08 The term "days" when used in this Article shall mean Monday to Friday inclusive throughout the year including July and August, but excluding school holidays as defined by the Ministry of Education in the Education Act, R.S.O., 1980 Chapter 129.
- 26.09 Any time limits fixed by this Article for the taking of action by either party or by any teacher may, at any time, be extended by agreement of the representatives of the parties involved.

ARTICLE 27 - RE-OPENER CLAUSE:

This Agreement may be re-opened by mutual consent of the Board and the Bargaining Unit on those items mutually agreed to.

ARTICLE 28 - TEACHERS' PERSONNEL FILES:

- 28.01 A teacher shall have access during normal business hours to her/his personnel file at the Catholic Education Centre upon prior written request to the Superintendent of Human Resource Services and in the presence of a Supervisory Officer or person designated by the Superintendent of Human Resource Services. The written request shall be received by Human Resource Services at least three working days prior to the proposed personnel file review. The teacher may request copies of any document contained in this file. The Board reserves the right to apply reasonable charges for copying from personnel files.
- 28.02 A teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
- 28.03 Where the Board exercises its discretion to amend information in a teacher's personnel file upon receipt of and in response to the submission set out in Article 29.02, the Board will provide to the teacher a copy of the amended information.

ARTICLE 28 - TEACHERS' PERSONNEL FILES: (cont'd)

28.04 Where a teacher gives written authorization to another person acting on behalf of the teacher, to access the teacher's personnel file, the Board shall provide access.

ARTICLE 29 - RELEASE TIME FOR OECTA PERSONNEL:

29.01 The Unit President and the Local Collective Bargaining Officer of OECTA shall receive full time leave for the conducting of Unit Business. The Unit President and the Local Collective Bargaining Officer shall be paid in accordance with the collective agreement plus any allowance which is determined by Provincial OECTA . Benefits, seniority and experience will not be affected by this leave. Benefits and benefit plans utilizing salary calculations will exclude the aforementioned allowance. Personal leave shall not be deducted. The Board will invoice the Unit for 100 per cent of the costs of the leave.

The Board shall, upon written request of the Unit Executive, remit to the Unit the total value of the Employment Insurance contribution overpayments due to its members to defray the cost of such release time.

29.02 By May 15th of each year, the Unit shall inform the Board as to the release time of the Local Collective Bargaining Officer, which shall be either 50 per cent leave or 100 per cent leave for the performance of duties related to the Collective Agreement. A Supervisory Officer, in consultation with the principal and Local Collective Bargaining Officer, shall determine the scheduling of the leave in the case of a partial leave. Salary, benefits, seniority and experience will not be affected by this leave. Personal Leave shall not be deducted. The Board will invoice the Unit for 100 per cent of the costs of the leave.

29.03 The Unit Treasurer shall be given one (1) day leave per month, upon request. The Board will invoice the Unit for the Occasional Teacher daily rate whenever an Occasional Teacher is employed to cover such leave days. Salary, benefits, seniority and experience shall not be affected by this leave. Personal Leave shall not be deducted.

29.04 Upon written request (prior to September 10) by the Unit Executive each year, the Board shall collect a levy of \$10.00 plus .125 per cent of each teacher's annual salary. The \$10.00 shall be collected from all teachers receiving the first pay in October. The .125 per cent shall be collected in two equal instalments: .06125 per cent of salary shall be collected from all teachers receiving the first pay in November; and a further .06125 per cent of salary shall be collected from all teachers receiving the first pay in February. These monies shall be remitted by the Board to the Unit.

ARTICLE 30 - ELEMENTARY SCHOOL TEACHERS PREPARATION AND PLANNING TIME:

30.01 Effective June 30, 2008, all full-time teacher from Junior Kindergarten to Grade 8 shall be granted a minimum of 200 minutes per week for the purpose of preparation, planning and evaluation. Full-time Elementary Preparation time shall be increased as follows:

ARTICLE 30 - ELEMENTARY SCHOOL TEACHERS PREPARATION AND PLANNING TIME: (cont'd)

September 1, 2008	200 minutes/week
September 1, 2009	210 minutes/week
September 1, 2010	220 minutes/week
September 1, 2011	230 minutes/week
August 31, 2012	240 minutes/week

The Board shall endeavour to allocate preparation and planning time in blocks of time of not less than forty (40) minutes and where possible, on a daily basis.

Notwithstanding the above statement, in circumstances where the forty (40) minute block cannot be achieved, the following procedures will apply effective September 1, 2009:

1. The minimum block of preparation and planning time shall be twenty (20) minutes.
2. Banked time will accumulate and be reconciled through the use of an occasional teacher. Scheduling of the occasional teacher for these circumstances shall be by mutual consent of the teacher and the principal. The teacher shall be responsible for planning for the occasional teacher. Recovery of banked time shall occur in accordance with Article 31.01.

Part-time teachers in elementary schools shall receive preparation time on a pro-rated basis; e.g. teachers teaching 50 percent, of the teaching assignment of a full-time teacher shall be granted 100 minutes per week for the full purpose of preparation, planning and evaluation during the regular instruction time.

Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by this increase in elementary teacher preparation time above the 2008-2009 level to enable full-time school-based teaching assignments in the Arts or Technology in more than one elementary school. This shall be done in consultation with the Board Staffing Advisory Committee.

Notwithstanding other provisions in the Collective Agreement, the additional weekly minutes of preparation time above the 2008-2009 level generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teaches.

- 30.02 Where teachers have more than the minimum number of preparation and planning minutes per week they may be assigned other duties by the Principal with the exception of teaching a regular period in a regular classroom or a Special Education classroom.
- 30.03 Effective December 1, 2008, teachers may bank preparation and planning time in the following circumstances:
- a) the teacher that provides preparation and planning time fails to arrive;
 - b) the teacher is required to participate in a board level in-service during the instructional day and his/her preparation period is missed;
 - c) the teacher is required to participate in a school-level in-service during the instructional day and his/her preparation period is missed. Such meetings may include professional learning team meetings, divisional meetings, IPRCs, or other meetings arranged by administration.

ARTICLE 30 - ELEMENTARY SCHOOL TEACHERS PREPARATION AND PLANNING TIME: (cont'd)

- d) the teacher is required to attend a meeting at the direction of the Principal or Board administration during the instructional day and their preparation period is missed. Such meetings may include professional learning team meetings, divisional meetings, IPRCs, or other meetings arranged by Administration.

A teacher who misses preparation and planning time due to an extraordinary school activity shall not bank preparation and planning time. Examples of extraordinary school activities may include: school masses, sacramental or religious retreats, school assemblies, or special event days. School schedules should be adjusted by the Principal so that no teacher loses preparation and planning time on a regular basis.

- 30.04 Preparation and planning time is defined as time for preparation, planning and evaluation as determined by the teacher.
- 30.05 The Board shall meet all of its obligations for staffing elementary schools under the Education Act, the Ministry of Education's Primary Class size initiative and the Provincial Discussion Table (PDT) agreement as attached in Appendix A.

ARTICLE 31 - BANKED PREPARATION AND PLANNING TIME

31.01 Effective December 1, 2008:

- a) If a teacher misses his/her assigned preparation and planning time as in Article 30.03, the teacher shall report such missed preparation and planning time to the Principal, in writing, within one (1) week after each occurrence.
- b) The Principal shall log such missed preparation and planning time in the "Banked Preparation and Planning Time Log Book" found in the main office at each elementary school.
- c) The "Banked Preparation and Planning Time Log Book" shall be designed so as to allow the following information to be noted:
 - teacher's name
 - date banked
 - the number of minutes banked
 - the reason
 - the date the banked preparation and planning time was recovered
 - the signature of the teacher and the principal
- d) The recovery of banked preparation and planning time shall be scheduled during the instructional portion of the day at a time and date agreeable to the teacher and the Principal. When banked time equals half of the length of the regular daily instructional time for the school to which the teacher is assigned, the teacher shall be entitled to be relieved by an Occasional Teacher and spend the banked time in the school preparing and planning.

ARTICLE 31 - BANKED PREPARATION AND PLANNING TIME: (cont'd)

In the event that banked preparation and planning time does not equal half the length of the instructional day, recovery of the banked time shall occur during the instructional day at a time and date agreeable to the teacher and the Principal. The teacher shall be responsible for planning for the Occasional Teacher.

- e) The Bargaining Unit shall have access to the "Missed Preparation and Planning Time Log Book" in order to monitor this process.
- f) The Principal of each elementary school shall file the previous year's "Missed Preparation and Planning Time Log Book" in the main office for a period of one (1) year.

ARTICLE 32 - ELEMENTARY SUPERVISION:

- 32.01 All school based staff have a role to play in elementary school supervision which is essential in maintaining a safe school environment.
- 32.02 Elementary teachers shall be available to students in their classrooms fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision. The preceding shall be consistent with past practice and Regulation 298.
- 32.03 Effective September 1, 2008, elementary teachers shall be assigned to a maximum of 80 minutes of supervision for each period of five (5) instructional days.
- 32.04 It is understood that the maximum of 80 minutes of supervision for each period of five (5) instructional days may be averaged over a two (2) week period with no single week average period exceeding 100 minutes.
- 32.05 Effective September 1, 2009, the maximum of 80 minutes of supervision for each period of five (5) instructional days may be averaged over a two (2) week period with no single week average period exceeding 90 minutes.
- 32.06 Effective September 1, 2010, the maximum supervision for each period of five (5) instructional days shall be 80 minutes.
- 32.07 A teacher with less than one (1) FTE assignment shall have his/her assigned supervision pro-rated to that of his/her assignment.
- 32.08 It is understood that by June 15th of each school year every Elementary School shall elect two (2) members of the staff along with the OECTA Staff Representative, to the Local School Supervision Committee, who with the Principal or designate shall create a supervision schedule consistent with the above criteria. Such schedule shall be created by June 30th.

ARTICLE 32 - ELEMENTARY SUPERVISION: (cont'd)

32.09 In the event that a supervision schedule can not be developed by the Local School Supervision Committee that is consistent with the above criteria, the schedule in question shall be forwarded to the Labour Relations Committee consisting of representatives of the Board and the Unit for resolution. Such resolution shall be reached by September 1st.

ARTICLE 33 - TEACHING LOAD: FRENCH IMMERSION/PROGRAM SUPPORT RELIEF TEACHERS:

33.01 Where a French Immersion relief teacher is to be assigned to teach more than 3 subjects, the Director's approval is required.

33.02 The Board will continue to replace absent teachers as per past practice. A teacher who is assigned part of the day as a SERT and part of the day with classroom responsibilities will be replaced for their absences for the portion of the day that they are assigned to a classroom.

33.03 School administration shall make arrangements for supervision coverage in the case where a SERT is not replaced by a teacher but has supervision duties on the day of the absence.

ARTICLE 34 - SECONDARY SCHOOL TEACHER WORKLOAD:

34.01 All secondary teachers shall be assigned a timetable consisting of the following duties, credit courses and/or credit equivalent courses, as defined in the Education Act and Regulations as may be amended from time to time.

(a) Secondary teachers shall be assigned three (3) credit/credit equivalent courses per semester, plus supervision/on-calls, and preparation and planning time.

(b) Supervision/On-Calls shall be assigned to the following maxima per semester:

Effective February 1, 2009:	20 half periods
Effective September 1, 2009:	18 half periods (36 per year)
Effective September 1, 2010:	16 half periods (32 per year)
Effective September 1, 2011:	14 half periods (28 per year)
Effective August 31, 2012:	12 half periods (24 per year)

ARTICLE 34 - SECONDARY SCHOOL TEACHER WORKLOAD: (cont'd)

The maxima listed above may be exceeded by up to three (3) half period supervision/on-calls per semester, provided the yearly totals as set out above are not exceeded.

Notwithstanding the above, Co-operative Education Teachers assigned to deliver four (4) credits of co-op in any one (1) semester shall be assigned no other duties in the semester that the four (4) credits are delivered.

- (c) A part-time teacher workload shall be pro-rated to that of a full-time teacher.
- (d) A supervision/on-call shall be a half (1/2) period in duration.
- (e) The Board shall allocate supervision/on-call assignments in a fair and equitable manner.
- (f) On a monthly basis, each secondary school Principal shall provide, to the Association representative, a summary of the supervision/on-call assignments of each secondary school teacher at that location.

34.02 Secondary Dual Credit Courses

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class-size regulation.

34.03 E-Credit Courses

- a) An E-credit course (E-course) is a secondary school credit course that is delivered electronically.
- b) An E-course is one designed by the Ministry of Education or is one that is locally developed and has a Ministry of Education E-course code.
- c) Each E-course shall have the same workload value for teachers as other credit courses as set out in Article 34.01. All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the teacher assigned to the course.
- d) E-courses shall be built in to the teacher's timetable for the instructional day.
- e) The vehicles for the delivery of E-courses shall be the Peterborough Victoria Northumberland and Clarington Catholic District School Board computer system and through the Ministry server.

ARTICLE 34 - SECONDARY SCHOOL TEACHER WORKLOAD: (cont'd)

- f) A teacher delivering an E-course shall be provided with a work location at the school to which the teacher is assigned.
- g) Class sizes for E-courses shall be included in the calculation of the aggregate 22:1 system staffing ratio for secondary schools as per the Education Act.
- h) Communication with students taking an E-course shall only be through a Peterborough Victoria Northumberland and Clarington Catholic District School Board server and linked to the Ministry server.
- i) The Board shall provide the Bargaining Unit with information pertaining to E-course enrollment, staffing of E-courses, funding of E-courses, a listing of E-courses that are being delivered, and the number of students registered with the Board taking E-courses through other school boards.
- j) The Board shall provide to each teacher delivering an E-course, training as required.

ARTICLE 35 - SECONDARY BEFORE AND AFTER SCHOOL SUPERVISION:

- 35.01 All school based staff have a role to play in secondary school supervision which is essential in maintaining a safe school environment.
- 35.02 Secondary teachers shall be available to students in their classrooms fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instructional time. Any assigned secondary school supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision. The preceding shall be consistent with past practice and Regulation 298.
- 35.03 The assignment of secondary school supervision shall be determined by the Principal or designate.
- 35.04 The assignment of secondary school supervision shall not exceed two (2) fifteen (15) minute blocks per week and shall be equitably allocated amongst all teachers and be reflective of system practice.

ARTICLE 36 - ELEMENTARY REPORT CARD PREPARATION RELEASE TIME:

- 36.01 Effective September 1, 2009, one (1) Professional Activity Day under Regulation 304, shall be designated for the purpose of assessment or the completion of student report cards in all elementary schools. This Professional Activity Day shall be designated in the Board's calendar, and scheduled prior to the first reporting period timelines.

ARTICLE 36 - ELEMENTARY REPORT CARD PREPARATION RELEASE TIME: (cont'd)

Effective September 1, 2010, two (2) Professional Activity Days under Regulation 304, shall be designated for the purpose of assessment or the completion of student report cards. This Professional Activity Day shall be designated in the Board's calendar, with one scheduled prior to the first reporting period timeline, and the other scheduled prior to the second reporting period timeline.

ARTICLE 37 - LUNCH TIME SUPERVISION:

37.01 Every teacher shall receive a minimum of 40 uninterrupted minutes for lunch during the regularly scheduled lunch period.

ARTICLE 38 - JOINT PROFESSIONAL DEVELOPMENT ADVISORY COMMITTEE:

The Board and the Bargaining Unit are committed to the continuous development of a Catholic professional learning community in each of the schools of the Board and system-wide and to that end, they are committed to a collegial and cooperative process in planning teacher professional development. Such an approach will be based on openness, transparency and cooperation and will provide teachers with an opportunity to have meaningful input into the decisions of the Board and to have a better understanding of the reasons for decisions made by the Board.

The Joint Professional Development Advisory Committee shall be composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the local Bargaining Unit and not to exceed six representatives in total. The Committee may consult with any mutually agreed upon resource staff.

The Committee shall meet a minimum of twice annually and more often as mutually agreed to by the Committee. The Committee shall be created no later than January 2010, but will endeavour to hold an initial meeting not later than February, 2009.

The Committee shall consider, review, advise and make recommendations related to the following areas:

- the content of Professional Activity Days shall be consistent with the learning goals identified in teacher annual learning plans
- that best practices are promoted in the implementation of professional learning opportunities embedded in the instructional day
- the allocations and dissemination of the funding generated in the Pupil Foundation Grants from 2009-2012 for the purpose of enhancing professional development
- Professional activities for teachers during Professional Activity Days other than those set aside for the completion of report cards
- scheduling of Professional Activity Days designated for the purpose of assessment and completion of elementary report cards
- that best practices are promoted in building and sustaining Catholic Professional Learning Communities.

ARTICLE 38 - PROFESSIONAL DEVELOPMENT ADVISORY COMMITTEE: (cont'd)

The Committee shall be founded on the following principles:

- valuable professional development is job embedded, informed by research and done in partnership with colleagues
- the success of a Catholic Professional Learning Community depends largely on the environment and the climate in which it is set up as well as the personal commitment from each individual who is a member
- CPLC's are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning
- teachers' Annual Learning Plans will inform the professional learning opportunities funded through the Professional Learning allocation of the PDT Agreement.

ARTICLE 39 - ACCESS TO INFORMATION:

All members of the P.V.N.C. Unit authorize the Board to provide the O.E.C.T.A. Unit Teacher Welfare Officer with personal salary information. The Board agrees to provide the Unit Teacher Welfare Officer with the personal salary information as allowed under the Municipal Freedom of Information and Protection of Privacy Act.

ARTICLE 40 - ASSOCIATION REPRESENTATION ON COMMITTEES:

Where the Board establishes a committee requiring teacher representation, or the Board is mandated by the Ministry of Education to establish such committees, two (2) teacher member(s) shall be appointed by the Unit Executive.

ARTICLE 41 - ASSOCIATION REPRESENTATION AT DISCIPLINARY MEETINGS:

The Board recognizes the right of members of the Bargaining Unit to have Association representation at disciplinary meetings with Board Administration.

ARTICLE 42 - ASSOCIATION BUSINESS/ASSOCIATION REPRESENTATION:

- 42.01 The Board recognizes the appointment (by election) of one or more Association Representative(s) at each school and Board site.

ARTICLE 42 - ASSOCIATION BUSINESS/ASSOCIATION REPRESENTATION: (cont'd)

- 42.02 An Association Representative shall be released from assigned duties without loss of any benefits, including pay, to attend a meeting with a member of the Bargaining Unit called by the Principal and/or Vice Principal.
- 42.03 Where an Association Representative is unavailable to accompany a member to a meeting as outlined in 43.02 above, an Alternative Representative, designated by the Unit, may serve in that capacity.

ARTICLE 43 - PROFESSIONAL TEACHER QUALIFICATIONS

All persons employed as teachers shall possess professional teacher qualifications recognized by the Ministry of Education and Training, the Qualifications Evaluation Council of Ontario, and the Ontario College of Teachers.

ARTICLE 44 - COLLEGE OF TEACHER COMPLAINTS:

If a teacher is the subject of an investigation by the College of Teachers, that does not arise from a criminal matter, no punitive action (i.e. dismissal, suspension without pay), will be taken against said teacher by the Board during the investigation. At the request of the teacher, any notice thereof from the College of Teachers shall be removed from the teacher's personnel file once the teacher has been exonerated.

ARTICLE 45 - HEALTH AND SAFETY COMMITTEE:

- 45.01 Teachers who serve on the Joint Health and Safety Committee, as well as teachers who may be appointed as the health and safety officer within the school, shall carry out their duties during the regularly scheduled instructional day.
- 45.02 Teachers who are absent from their regular teaching duties to perform health and safety related duties shall be paid their regular grid salary and applicable allowance, if any.
- 45.03 All teachers serving on the Joint Health and Safety Committee or on a worksite based committee shall receive training as required under the Ontario Occupational Health and Safety Act.
- 45.04 All teacher training related to the Joint Health and Safety Committee and/or a worksite based committee, as well as Workplace Hazardous Material Information Sheets training, shall be conducted during the regularly scheduled instructional day.

ARTICLE 46 - CONTINUING EDUCATION:

46.01 "Continuing Education Teacher" as referred to in this agreement shall mean a Teacher employed to teach a Continuing Education course, program or class, as per posted times and dates.

"Continuing Education Course" shall mean a credit course or a program or a class developed from Ministry of Education guidelines or approved by the Ministry of Education.

46.02 All such Continuing Education teacher positions that arise from the implementation of this article shall be posted and filled internally prior to any external advertising.

46.03 The hourly rate of pay for Continuing Education teachers teaching a credit course, or any elementary program or class shall be:

September 1, 2008	\$38.72 per hour,
September 1, 2009	\$39.88 per hour,
September 1, 2010	\$41.08 per hour,
September 1, 2011	\$42.31 per hour.

The above rates include vacation and statutory holiday pay, and are based only on scheduled classroom teaching hours.

46.04 The Board shall provide, to the Peterborough Victoria Northumberland Clarington OECTA Unit President, a list of the teachers employed in each session of Continuing Education within one (1) week of the commencement of each session.

46.05 A member placed in a position as per (1) above, as a Continuing Education teacher, shall be given a statement confirming their assignment, stating the location of the course, program or class, the name of the course, program or class, the start and end date of the course, program or class and the hourly compensation as agreed herein.

46.06 Association fees in the amount of 1.25% of salary shall be deducted from each Continuing Education teacher, and the Board shall remit the amount to OECTA Provincial Secretary-Treasurer as per Article 7.03(c).

46.07 A Continuing Education teacher shall be entitled to leave of absence with pay for:

- illness 2 days per session
- bereavement 2 days for immediate family as defined in Article 14 (a)
- bereavement 1 day for family as defined in Article 14 (b)

ARTICLE 46 - CONTINUING EDUCATION: (cont'd)

46.08 All contractual language affecting Continuing Education teachers is found within this Article 48 with the exception of the following:

- Article 1 - Recognition
- Article 2 - Duration
- Article 26 - Grievance Procedure

46.09 It is agreed that the employment of a Continuing Education Teacher is conclusively deemed to be terminated upon the completion of the course, program or class which the Teacher was employed to teach or the date of cancellation of the course, program or class which the Teacher was employed to teach.

ARTICLE 47 - JOINT BOARD STAFFING ADVISORY COMMITTEE:

The parties agree that the committee is being established to provide a higher level of openness, disclosure and meaningful consultation in an atmosphere of cooperation and transparency. More particularly, it is intended that teachers be given an opportunity to provide informed input into Board staffing decisions and to develop a better understanding of the reasons for the decisions made by the Board with respect to staffing.

The Joint Board Staffing Advisory Committee shall be composed of three (3) representatives appointed by the Board and three representatives appointed by the local OECTA Bargaining Unit and not to exceed six (6) representatives in total. The Committee may consult with any mutually agreed upon resource staff.

The Committee shall meet a minimum of three (3) times annually and more often as mutually agreed to by the Committee. The Committee shall be created no later than January 2010, but will endeavour to hold an initial meeting by March 30, 2009.

The Committee shall consider, review, advise and make recommendations related to the following areas:

- the assignment of elementary and secondary teachers to schools
- the staffing model for elementary and secondary panels
- the assignment of staff generated by the increase in elementary teacher preparation time under the PDT agreement (May, 2008)
- the assignment of full time school-based teachers of the arts and/or technology in more than one elementary school
- the aggregation of the increase of weekly minutes of preparation and planning time for the 2008-2012 school years generated within 20 consecutive instructional days into meaningful blocks of preparation time for elementary teachers
- the use of the funding enhancements generated by the PDT agreement (May, 2008) aimed at providing increased supervision personnel
- the allocation of teachers to individual schools to address the class size reductions in grades 4 to 8 as generated by the PDT agreement (May, 2008)
- elementary and secondary school staffing data and the deployment of teachers to individual schools

ARTICLE 47 - BOARD STAFFING ADVISORY COMMITTEE: (cont'd)

- the assignment of teachers generated by the increase of secondary teachers in 2008 to 2012 as set out in the PDT agreement (May, 2008)
- the distribution of secondary supervision/on-calls at secondary schools and the distribution of elementary supervision duties at elementary schools
- the staffing model for secondary schools as it relates to Student Success, High Skills Majors, Dual Credits, Learning to 18 and Credit Recovery Teachers
- any other matters related to staffing as mutually agreed upon.

ARTICLE 48 - STAFFING FOR EXPELLED AND SUSPENDED ELEMENTARY/SECONDARY STUDENTS PROGRAM:

- a) The delivery of the Expelled and Suspended Students Program is Bargaining Unit work and as such falls within the parameters of this collective agreement.
- b) The teaching positions associated with Expelled and Suspended Students Program shall be posted as per Article 7.02 (j).
- c) The workload for teacher(s) delivering the Expelled and Suspended Students Program shall be as set out in this collective agreement.
- d) The teacher(s) assigned to the Expelled and Suspended Students Program shall be outside of the average class size provision as mandated by the Education Act.
- e) The teacher of the Expelled and Suspended Students Program and the classroom teacher shall consult and cooperate in the delivery of the program.

LETTERS OF INTENT AND LETTERS OF UNDERSTANDING

LETTER of INTENT

The parties agree that the Labour Management Committee will meet to discuss best practices for providing supervision at elementary schools during the lunch period.

LETTER OF INTENT - HARASSMENT POLICY

The Board and the Teachers agree that every employee has the right to freedom from harassment in the workplace. Harassment complaints will be addressed in accordance with the Workplace Harassment Prevention Policy (402) of the Board dated 2002.

LETTER OF INTENT - TEACHING LOAD

The Board shall ensure that the assignment of teaching load, teaching time, supervision duties, and other related assignments will be done in a fair and equitable manner for all teachers, and is subject to review by the Joint Board Staffing Advisory Committee.

The parties agree that the provision of extra-curricular activities in our schools has had a long and successful history and are confident such activities shall take place within a voluntary framework.

LETTER OF UNDERSTANDING - BENEFITS

In accordance with the PDT Agreement, all group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised within the parameters of the PDT Agreement, will remain status-quo for the 2008 to 2012 Collective Agreement.

Conditional upon approval by the Lieutenant Governor-in-Council, the parties shall meet not later than January 15, 2010, where agreement shall be reached regarding the amount of funds allocated through the PDT to the Bargaining Unit for the purpose of benefit enhancements effective September 1, 2010.

Upon written request, the Board shall provide the Bargaining Unit with the requested disclosure of benefit information in order to inform decision making on benefit enhancements for September 1, 2010. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process for the benefits as outlined in Article 8.

Not later than May 1, 2010, the Bargaining Unit shall have discussions with, and inform, the Board of the benefit improvements that shall take effect September 1, 2010, as per the Provincial Discussion Table Agreement dated May 1, 2008.

LETTER OF UNDERSTANDING - CRIMINAL BACKGROUND CHECKS

The CBC shall exhibit convictions only under the Criminal Code of Canada for which a pardon has not been granted.

CBC's collected on or before July 31, 2003, and the yearly Offence Declaration shall be placed in a confidential file and shall be available to the Director, one designate of the Director and the individual teacher who is the subject of the CBC. The Board will comply with requirements set out in the *Ontario Municipal Freedom of Information and Protection of Privacy Act*.

LETTER OF UNDERSTANDING - ELEMENTARY E-LEARNING COURSES/PROGRAMS and CLASSES

In the event that the Board initiates a program or process for implementation of Elementary E-Learning Courses/Programs, and Classes, the parties agree to form a joint committee of six (6), three (3) representatives appointed by the Unit and three (3) representatives appointed by the Board, to study, research, and make recommendations regarding the implementation of such vehicles.

LETTER OF UNDERSTANDING - LABOUR/MANAGEMENT JOINT COMMITTEE

The parties agree to establish a Labour/Management Joint Committee of four (4), two (2) representatives appointed by the Unit and two (2) representatives appointed by the Board, that shall meet monthly to deal with issues of any concern to the parties.

LETTER OF UNDERSTANDING - SCHOOL YEAR

It is not the intent of the Board to extend the school year during the term of this Agreement unless required to do so by the Ministry directive, statute or regulation.

LETTER OF UNDERSTANDING - ELEMENTARY STUDENT ASSESSMENT COMMITTEE

Effective December 1, 2008, a joint committee composed of three (3) members appointed by the Bargaining Unit and three (3) members appointed by the Board shall be formed to discuss, study, analyze, promote best practices and make recommendations regarding the implementation of elementary student assessment.

The Committee shall meet a minimum of three (3) times annually and more often as mutually agreed upon by the Committee. The committee shall hold an initial meeting by February 1, 2009.

On a yearly basis, recommendations approved by the committee shall be forwarded to the Superintendent of Learning Support Services for implementation the following school year.

The Assessment for Learning Program schedule and assessment vehicles shall be in the purview of this Committee as outlined in Appendix A and B.

LETTER OF UNDERSTANDING - NEW TEACHER INDUCTION PROGRAM

The performance appraisal of new teachers shall be conducted in accordance with the Education Act and Regulations.

It is understood that the following concepts will be incorporated into the implementation of all new teacher performance appraisals:

- to foster, support and recognize excellence in teaching
- to promote the professional growth of teachers
- to identify the professional strengths of teachers and areas for possible development and review
- to enhance the classroom learning environment.

It is further understood:

- no member of the Bargaining Unit shall participate in the performance appraisal of another member
- that the Bargaining Unit shall be provided with the names of teachers who are on the performance appraisal cycle by October 31st
- that the Board will notify the President of the Bargaining Unit within ten (10) working days of any new teacher receiving a Development Needed or Unsatisfactory rating
- voluntary activities shall not be evaluated within the context of the New Teacher Performance Appraisal process.

LETTER OF UNDERSTANDING – PERFORMANCE APPRAISAL of EXPERIENCED TEACHERS

The performance appraisal of experienced teachers shall be conducted in accordance with the Education Act and Regulations.

It is understood that the following concepts will be incorporated into the implementation of all teacher performance appraisals:

- to foster, support and recognize excellence in teaching
- to promote the professional growth of teachers
- to identify the professional strengths of teachers and areas for possible development and review
- to enhance the classroom learning environment

It is further understood:

- no member of the Bargaining Unit shall participate in the performance appraisal of another member
- that the Bargaining Unit shall be provided with the names of teachers who are on the performance appraisal cycle by October 31st each year
- that the Board will notify the President of the Bargaining Unit within ten (10) working days of any teacher receiving an unsatisfactory rating
- voluntary activities shall not be evaluated within the context of the Teacher Performance Appraisal process.

LETTER OF UNDERSTANDING - RE: PROVINCIAL PDT AGREEMENT, May 1, 2008

The parties agree that the Board will meet all of its obligations articulated in the Provincial Discussion Table Agreement between the Ontario English Catholic Teacher's Association (OECTA) and the Ontario Catholic School Trustee's Association (OCSTA) dated May 1, 2008, and attached herein as an Appendix to this Collective Agreement.

LETTER OF UNDERSTANDING - SCHOOL DAY SCHEDULE

The parties agree to form a joint committee of six (6) representatives composed of three (3) representatives appointed by each party to examine and make recommendations for the piloting of a Balanced School Day schedule in at least two (2) elementary schools on or before September 1, 2006. The parties further agree that the implementation of Balanced School Day pilots will proceed only with the approval of Administration and the local OECTA Unit Executive.

The parties to this Agreement represented in negotiations by the following:

OECTA

Bell-Metivier, Patricia
Butler, Andrew
DeVuono, Joseph
Harrison, Maureen
Paquette, Donna
Scollard, Bart
Spence, Dean

BOARD

Godin, Dale
Mather, Diane
Rush-Jeanes, Sheeran
Willette, Debbie

hereby agree, one with the other, to abide with the articles of this Agreement in the Catholic Schools of the Counties of Peterborough Victoria Northumberland and the Municipality of Clarington for a period from September 1, 2008, to August 31, 2012, inclusive.

Dated at Peterborough, Ontario, this _____ of _____, 2009.

SIGNED: _____
Mrs. C. Dunn
Board Chairperson
Peterborough Victoria
Northumberland and
Clarington Catholic District
School Board

SIGNED: _____
Mr. D. Spence
Chairperson
L.C.B.C., O.E.C.T.A.
Peterborough Victoria
Northumberland and
Clarington Unit

SIGNED: _____
Mr. D. Bernier
Chairperson
Human Resources Committee
Peterborough Victoria
Northumberland and
Clarington Catholic District
School Board

SIGNED: _____
Mr. B. Scollard
President
OECTA
Peterborough Victoria
Northumberland and
Clarington Unit

SIGNED: _____
Mr. Brock Commeford
O.E.C.T.A. Provincial
Representative

**PETERBOROUGH VICTORIA NORTHUMBERLAND AND CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD**

**ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION,
PETERBOROUGH, VICTORIA, NORTHUMBERLAND AND NEWCASTLE UNIT**

PAY EQUITY PLAN

A. Establishment

1. The Peterborough Victoria Northumberland and Clarington Catholic District School Board (hereinafter called the Board).

This Plan refers to all locations of the Board.

B. Pay Equity Group (Jobs Covered by This Plan)

1. All employees/positions in the Ontario English Catholic Teachers' Association (O.E.C.T.A.) employed by the Board in both the elementary and the secondary affiliates.

C. Job Classes Which Formed the Basis of Comparison

1. Classroom on-grid teachers in both the Elementary Panel (Categories D, C, B, A1, A2, A3 and A4) and the Secondary Panel (Category C, Category B, Category A1, Category A3, Category A4) constitute 13 job classes.

2. **Teachers in Positions of Responsibility**

Elementary Principal	Department Head - Major
Secondary Principal	Department Head - Minor
Elementary Vice-Principal	Assistant Department Head
Secondary Vice-Principal	Co-ordinator
Consultant	Assistant Consultant
Teacher In Charge	

Constitute 11 job classes

3. Job classes consisting of Categories D,C, B, A1, A2, A3 and A4 in the elementary branch affiliate and Categories C and B in the secondary branch affiliate are agreed as being FEMALE JOB CLASSES pursuant to the provisions of the PAY EQUITY ACT, S. 1(5).

PAY EQUITY PLAN (cont'd)

4. The job classes of Categories A1, A2, A3 and A4 in the secondary branch affiliate are agreed as being MALE JOB CLASSES pursuant to the PAY EQUITY ACT, S. 1(5).
5. Job classes consisting of Elementary Principal, Secondary Principal, Elementary Vice-principal, Secondary Vice-principal and Assistant Department Head are agreed as being MALE JOB CLASSES pursuant to the PAY EQUITY ACT, S. 1(5).
6. The job classes of Co-ordinator, Consultant, Department Head - Major, Department Head - Minor, Assistant Consultant and Teacher in Charge are agreed as being GENDER NEUTRAL pursuant to the PAY EQUITY ACT, S. 1(5).

D. Method of Comparison

1. The basis of comparison used to compare the jobs within the bargaining unit was: skills and responsibility effort working conditions
2. The results of the job comparison were as follows:

<u>Job Class</u>	<u>Comparison</u>	<u>Pay Equity Adjustment</u>
Elementary A4	Secondary A4	None
Elementary A3	Secondary A4	None
Elementary A2	Secondary A2	None
Elementary A1	Secondary A1	None

<u>Job Class</u>	<u>Comparison</u>	<u>Pay Equity Adjustment</u>
Secondary C	Secondary A1	*
Secondary B	Secondary A1	*
Elementary D	Secondary A1	*
Elementary C	Secondary A1	*
Elementary B	Secondary A1	*

*The parties to this Plan have agreed to Pay Equity adjustments for the job rates for all elementary and secondary teachers in Categories D, C and B, as follows:

PART I - ADJUSTMENTS

PART I - ADJUSTMENTS

Pursuant to the terms of this Pay Equity Plan between the Board and the elementary and secondary branch affiliates of the O.E.C.T.A., Peterborough, Victoria, Northumberland and Newcastle Unit, the following changes will be made to the Collective Agreement between the Board and O.E.C.T.A.

1. Categories D, C and B (referred to as Levels 1, 2 and 3) in the Basic Salary Grid or Scales of the Collective Agreement in effect on January 1, 1990, shall be eliminated and replaced by Category A.
2. The number of experience steps in Category A shall be one step longer than in Category B (referred to as Level 3). This step shall be known as the ULTIMATE step. The salary level at all experience steps except the ULTIMATE step will be 94 per cent of the corresponding experience step in Category A1. The salary level at the ULTIMATE step in Category A shall be equal to 100 per cent of maximum of Category A1.
3. As the result of the implementation of this Pay Equity Plan, all teachers formerly in Category D, C or B shall move to their actual experience step in Category A, but shall NOT move beyond the penultimate experience step (i.e. the 11th year of experience) of Category A, EXCEPT as follows:
 - (i) A teacher who has, under the terms of the Collective Agreement, qualified to move into Category A1, A2, A3 or A4, shall do so;
 - (ii) A teacher who has successfully completed the course requirements indicated below in (a), (b) or (c) shall move to the maximum of Category A on September 1st or January 1st provided course requirements are completed before September 1st or January 1st, respectively. No acceptable course shall be included which has been used in any way whatsoever by the teacher for category placement or other salary purposes under the terms of the Collective Agreement. Movement shall take place as follows:
 - (a) in the case of a teacher qualified in accordance with the Collective Agreement to be placed in Category B (i.e. Level 3), FIVE acceptable courses, at least 4 of which must have been completed since January 1, 1990;
 - (b) in the case of a teacher qualified in accordance with the Collective Agreement to be placed in Category C (i.e. Level 2), SEVEN acceptable courses, at least 5 of which must have been completed since January 1, 1990;
 - (c) in the case of a teacher qualified in accordance with the Collective Agreement to be placed in Category D (i.e. Level 1), NINE acceptable courses, at least 6 of which must have been completed since January 1, 1990.

PAY EQUITY PLAN (cont'd)

Acceptable courses shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for category placement under the terms of the Collection Agreement.

4. On each September 1, a teacher who would have been placed in the former Category D,C or Level 1, 2 or 3) prior to the execution of this Pay Equity Plan, shall be placed in his/her actual experience step in Category A but shall NOT move to the ULTIMATE experience step in Category A except as outlined in 3 (ii) above.

PART II - IMPLEMENTATION

Year ONE of Pay Equity Implementation

January 1, 1990 - All teachers in Category D will be paid according to the salary schedule Category PRE-DEGREE 1.

Category PRE-DEGREE 1 will equal 97 per cent of Category C at each step from 0 to 10 years.

Year TWO of Pay Equity Implementation

January 1, 1991 - All teachers in Category D (known as PRE-DEGREE 1 after January 1, 1990) AND Category C will be paid according to the salary schedule Category PRE-DEGREE 2.

Category PRE-DEGREE 2 will equal 95 per cent of Category B at each step from 0 to 11 years. All teachers in Category B will be paid according to the salary schedule CATEGORY A.

CATEGORY A will equal 91.75 per cent of Category A1 at each step from 0 to 11 years.

Year THREE of Pay Equity Implementation

January 1, 1992 - All teachers in Category D, C and B (designated as PRE-DEGREE 1, PRE-DEGREE 2 and CATEGORY A after January 1, 1991) will be paid according to the salary schedule CATEGORY A. CATEGORY A will equal 94 per cent of Category A1 at each step from 0 to 11 years.

PAY EQUITY PLAN (cont'd)

CATEGORY A will include an ULTIMATE step at year 12 of experience. The ULTIMATE step in Category A will always equal 100 per cent of the maximum of Category A1.

5.
 1. Any teacher in the Pre-Degree Categories (i.e. currently Category D, Category C or Category B to be renamed under this Plan as PRE-DEGREE 1 or PRE-DEGREE 2 or CATEGORY A) who retires after January 1, 1990 AND during the implementation stages of this agreement, shall be considered to have retired under the terms of the final year of implementation of this Plan and shall be paid upon retirement at the percentage rate of Category A1, retroactive to January 1, 1990, which corresponds to his/her Pre-degree experience level.
 2. As a result of these pay equity adjustments, pay equity will have been achieved for the group in this Plan.
 3. The payments made in accordance with this Pay Equity Plan shall not be costed in SBTENA negotiations in any year of its implementations.
 4. This Plan will be posted in accordance with the Pay Equity Act on or before April 25, 1991.

6. **Signatures**

FOR THE BOARD:

James McEneaney
Carol Ann Burt
P. J. ...

FOR THE BRANCH AFFILIATES:

Phil ...
Paul Sullivan
Patricia Bell

DATE: June 25, 1991.

**PETERBOROUGH VICTORIA NORTHUMBERLAND and CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD**

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O.E.C.T.A. Provincial Office

1-800-268-7230

www.oecta.on.ca

Ontario College of Teachers

1-888-534-2222

1-416-961-8800

www.oct.ca

Ontario Teachers' Pension Plan Board

1-800-268-6612

www.otpp.com

**Qualifications Evaluation Council of
Ontario (QECO)**

1-800-385-1030

www.qeco.on.ca

Manulife Financial

(Benefit Coverages)

1-800-268-3763

www.coverme.com

Sheppell-fgi

(Employee Assistance Plan)

1-800-363-3872

www.fgiworld.com

Peterborough Victoria Northumberland and Clarington Catholic District School Board

**Assessment for Learning Program
Schedule 2008 - 2009**

Grade	Term 1 Data submitted to Principal and MiSA Lead by October 3	Term 2 Data submitted to principal and MiSA Lead by February 27	Term 3 Data submitted to Principal and MiSA Lead by June 12
JK	Junior Kindergarten Assessment Package <i>(classroom only)</i>	Junior Kindergarten Assessment Package	Junior Kindergarten Assessment Package
SK	Kindergarten Assessment Package	Kindergarten Assessment Package *PM Benchmark see p.2	<ul style="list-style-type: none"> • Kindergarten Assessment Package • PM Benchmark
1	PM Benchmark	PM Benchmark	PVNC Writing Exemplar
2	PM Benchmark	PM Benchmark	PVNC Writing Exemplar
3	PM Benchmark	PM Benchmark	PVNC Writing Exemplar
4	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar
5	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar
6	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar
7	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar
8	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar



French Immersion Assessment for Learning Program Schedule 2008 - 2009

Grade	Term 1 Data submitted to Principal and MiSA Lead by October 3	Term 2 Data submitted to principal and MiSA Lead by February 27	Term 3 Data submitted to principal and MiSA Lead by June 12
SK	Kindergarten Assessment Package	Kindergarten Assessment Package	Kindergarten Assessment Package GB+
1	Phonemic Awareness Checklist	GB+	GB+PVNC Writing Exemplar Ma saison préférée
2	GB+	GB+	PVNC Writing Exemplar Un animal imaginaire
3	GB+	GB+	PVNC Writing Exemplar A persuasive letter in English
4	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar Une histoire d'aventure
5	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar Une histoire humoristique
6	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar A suspense story in English
7	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar La critique d'un film
8	Developmental Reading Assessment	Developmental Reading Assessment	PVNC Writing Exemplar A new gadget to make your life easier- in English

PROVINCIAL DISCUSSION TABLE (PDT) AGREEMENT

BETWEEN THE

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (OECTA)

**REPRESENTING ENGLISH CATHOLIC TEACHERS AND ENGLISH
CATHOLIC OCCASIONAL TEACHERS**

"THE UNION"

AND THE

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

REPRESENTING ENGLISH CATHOLIC SCHOOL BOARDS

"THE BOARDS"

MAY 1, 2008

Background

1. Preamble

- The Parties have come to this Agreement in recognition of their commitment to:
 - improve student achievement;
 - reduce gaps in student outcomes;
 - increase confidence in publicly funded education.
- Therefore the Parties will include in the preamble to their Collective Agreements a statement: *“The XX School Board and the YY OECTA Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.”*

2. Implementation of the PDT Agreement

- The Parties understand that resources allocated by the government to support PDT Agreements incorporated into Collective Agreements are dependent on the following:
 - Collective Agreements that expire on August 31, 2008 will be replaced with Collective Agreements with an expiry date of August 31, 2012.
 - At the local level, a new Collective Agreement shall be ratified by both Parties no later than November 30, 2008.
 - Upon ratification of a local Collective Agreement, the Director of Education of an English Catholic District School Board, the Supervisory Officer of an English Catholic School Authority and the President of a local OECTA Bargaining Unit shall forward a letter stating: *“All of the conditions contained in the PDT Agreement between OCSTA and OECTA, dated _____ have been successfully negotiated into the Collective Agreement between the XX School Board and the YY OECTA Bargaining Unit.”* The letter will be addressed to the Director, Labour Relations and Governance Branch, Ministry of Education.
- The Deputy Minister of Education will issue a memorandum to Directors of Education of District School Boards and Supervisory Officers of School Authorities, with copies to OECTA, providing the following information :
 - A Board by Board summary of resources made available by the government to support the implementation of this PDT Agreement;
 - Conditions of eligibility for the funding enhancements;
 - Funding implications for Boards whose OECTA Collective Agreements are not ratified by November 30, 2008 in compliance with the terms of this PDT Agreement.
- In the course of incorporating PDT Agreements into Collective Agreements, should there be any dispute between the parties regarding the intent of any of the provisions of the PDT Agreement, the parties agree to utilize, where needed,

Facilitators Thomas Teahen, Moe Jacobs and/or Dominic Giroux, to provide clarification. This shall not preclude unilateral requests by one of the local parties to seek mediation or facilitation from a third party.

- The Parties agree that the Government will facilitate the incorporation of the terms of the PDT Agreement into the individual School Authorities' Collective Agreements as follows:
 - The Parties will be invited to attend a meeting to occur in the first two weeks of November 2008, having also identified the local issues that need to be reviewed.
 - The Parties will be requested to limit their respective delegations to a maximum of two persons for whom the Ministry of Education will pay travel and living expenses.
 - Facilitators will be available to assist the parties to incorporate the PDT agreement into the new 2008-2012 Collective Agreements and to discuss the implementation of these provisions at the local level.
 - Facilitators will also assist the Parties in discussing any other outstanding local issues that the Parties are introducing during this round of bargaining.
 - The Parties note that funding for School Authorities will be adjusted in 2008-09, 2009-10, 2010-11, 2011-12 and 2012-13, as appropriate, to reflect the changes in the Grants for Student Needs to district school boards described in this Agreement.

- The Ministry will provide to OCSTA and OECTA relevant student enrolment and staffing information from Boards' Estimates, Revised Estimates and Financial Statements for each school year covered by this PDT Agreement, to monitor the provincial deployment of additional teaching positions provided for in this Agreement.

3. Board Professional Development Committee

- The Parties agree that Professional Development needs to be addressed at the system level through the establishment of a Joint Committee.

- The committee will consist of equal representation between the School Board and OECTA, not to exceed six representatives in total.

- School Boards that do not have such practice in place shall establish such committees by January 2010.

- The terms of reference are to be negotiated locally and could include :
 - The overseeing of professional activities for teachers during Professional Activity days and consistent with the learning goals identified in the Teachers' Annual Learning Plans;

- Promoting best practices and sustaining successful CPLC and monitoring their implementation.

4. Board Staffing Committee

- The Parties also agree that staffing needs to be addressed in a Joint Committee to be created by January 2010.
- The committee will consist of equal representation between the Board and OECTA and not to exceed 6 representatives in total.
- The terms of reference are to be negotiated locally and could include:
 - Consulting on the assignment of staff generated by the increase in elementary teacher preparation time;
 - Monitoring the use of the funding enhancement under Article 12, aimed to providing increased school safety through added supervision personnel.
 - Advising on staff allocation to address the class size reduction in grades 4-8 generated by the terms of this framework agreement;
 - Addressing other staffing and workload issues as agreed to by the Parties.
- The parties further agree that joint Board /OECTA committees currently exist in some boards and that those committees could incorporate the above terms of reference.

5. Professional Learning

- The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce an allocation in the GSN to enhance professional learning opportunities for teachers. The per pupil funding benchmark will as follows under the Pupil Foundation Grant :
 - \$7.24 per elementary pupil in 2009-10;
 - \$15.21 per elementary pupil in 2010-11;
 - \$23.07 per elementary pupil in 2011-12.
- The Appendix, "Professional Learning", provides the Board-by-Board projections of additional funding per school year under this allocation, which will reach \$8.8 million in 2009-10, \$18.3 million in 2010-11 and \$27.6M in 2011-12 and beyond.
- The Parties agree :
 - That valuable professional development is job-embedded, informed by research and done in partnership with colleagues.
 - The success of a Catholic Professional Learning Community (CPLC) depends largely on the environment and the climate in which it is set up.
 - CPLCs are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment

to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.

- Teacher's Annual Learning Plan will inform the Professional Learning opportunities funded through this allocation as well as the CPLC.

6. Release Time for Assessment, Evaluation and Report Cards

- The Parties agree on the importance of timely, relevant, comprehensive and meaningful assessment and evaluation of Students' learning.
- In the 2009-10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.
- Effective September 2010, two (2) Professional Activity Days will be designated: one prior to the first reporting period and one prior to the second reporting period.

7. Elementary Preparation Time

- The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to fund additional preparation time for elementary teachers as follows:
 - 0.42 additional teachers per 1,000 elementary pupils in 2009-10;
 - 0.86 additional teachers per 1,000 elementary pupils in 2010-11;
 - 1.30 additional teachers per 1,000 elementary pupils in 2011-12;
 - 1.74 additional teachers per 1,000 elementary pupils in 2012-13.
- The Appendix "Elementary Preparation Time" provides the Board-by-Board projection of additional teaching positions funded per school year under this allocation.
- The Parties agree that preparation time for a full-time teacher shall be increased as follows:

○ September 1, 2008	200 minutes/week
○ September 1, 2009	210 minutes/week
○ September 1, 2010	220 minutes/week
○ September 1, 2011	230 minutes/week
○ August 31, 2012	240 minutes/week

- The Parties agree that Collective Agreements will include the following provisions:
 - *“Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Board-Level Staffing Committee.”*
 - *“Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.”*

8. Grade 4-8 Class Size Reduction

- The Parties note the government’s intention, conditional upon the approval by the Lieutenant Governor in Council, to fund in the GSN a reduction of the average class size in grades 4 to 8 from 25.0 to 24.5 as follows :
 - September 1, 2009 : 0.18 teacher per 1,000 grade 4 to 8 pupils
 - September 1, 2010 : 0.37 teacher per 1,000 grade 4 to 8 pupils
 - September 1, 2011 : 0.57 teacher per 1,000 grade 4 to 8 pupils
 - August 31, 2012 : 0.96 teacher per 1,000 grade 4 to 8 pupils
- The Appendix, “Grade 4-8 Class Size Reduction”, provides the Board-by-Board projections of additional teaching positions funded per school year under this allocation.
- Boards will hire the full complement of additional funded elementary teachers that result from the new allocation.
- The Board-Level Staffing Committee will be engaged in the allocation of this additional staffing.

9. Grades 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches

- The Parties note the government’s intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows : 0.32 teacher per 1,000 grade 4 to 8 pupil.
- The Appendix, “Grades 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches”, provides the Board-by-Board projections of additional funded teaching positions.

10. Secondary Programming

- As part of their Board-Wide Improvement Plan and comprehensive Student Success Plan, Boards will articulate a strategy to expand secondary programming and supports over four years.
- The Board-Level Staffing Committee will be engaged in the development of the strategy to expand secondary programming.
- This strategy may include increases in course offerings and strategic class size reductions.
- The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to support the expansion of secondary programming through a new allocation to be introduced in the GSN as follows :
 - September 1, 2008 : 0.19 teacher per 1,000 secondary pupils;
 - September 1, 2009 : 0.38 teacher per 1,000 secondary pupils;
 - September 1, 2010 : 0.70 teacher per 1,000 secondary pupils;
 - September 1, 2011 : 1.02 teacher per 1,000 secondary pupils;
 - August 31, 2012 : 1.35 teacher per 1,000 secondary pupils.
- The Appendix, "Secondary Programming", provides the Board-by-Board projections of additional funded secondary teaching positions funded per school year under this allocation.
- Boards will hire the full complement of additional funded secondary teachers that result from the new allocation. For the 2008-09 school year, the hiring of additional teachers shall occur at the second semester.
- The Board-Level Staffing Committee will be engaged in the allocation of this additional staffing.

11. Secondary Dual Credit Courses

- The Parties agree that the following language shall be incorporated in Collective Agreements:
 - *"A secondary school's Average Daily Enrolment in 'Dual Credit' courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation".*

12. Elementary Teacher Supervision

- All school-based staff have a role to play in Elementary school supervision which is essential in maintaining a safe school environment.

- The nature and amount of elementary teacher supervision shall be as set out below.

- All Collective agreements shall include the following provisions:
 - *“Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision / on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty shall constitute supervision.*
 - *The maxima of supervision minutes for elementary teachers will be as follows :*
 - 100 minutes in 2008-09;*
 - 90 minutes in 2009-10;*
 - 80 minutes in 2010-11;*
 - 80 minutes in 2011-12.”*

- The introduction of the maxima described above shall not increase Collective Agreement provisions or current practice during the 2007-2008 school year, where such provisions may be more favorable.

- The Parties note the government’s intention, conditional upon the approval by the Lieutenant Governor-in -Council, to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows :

- \$22.23 per elementary pupil in 2008-09;
- \$26.61 per elementary pupil in 2009-10;
- \$26.88 per elementary pupil in 2010-11;
- \$20.06 per elementary pupil in 2011-12.

- The Appendix “Elementary Supervision” provides the Board-by-Board projection.

13. Secondary Teacher Supervision and On–Calls

- All school based staff have a role to play in secondary school supervision which is essential in maintaining a safe school environment.

- All collective agreements shall include the following provisions:
 - *“Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision / on-call or instructional time.”*
 - *Any assigned secondary supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty, shall constitute supervision / on-call time.”*

- Supervision / on-calls may be the subject of local negotiations.

14. Occasional Teachers

- The Parties note the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to increase funding benchmarks for Occasional Teachers by 3.5% in 2008-09. The Appendix "Occasional Teachers" provides the Board-by-Board projection.
- The parties agree that this incremental funding shall be used in local bargaining for improvements in working conditions for Occasional Teachers beyond the salary increases provided in this PDT Agreement. Such enhancements may include providing paid professional learning for all Occasional Teachers, increasing the eligibility of Occasional Teachers for the New Teacher Induction Program (NTIP), reducing the fraction of the salary grid cell used to calculate the daily rate of Occasional Teachers where applicable, reducing the number of consecutive days to qualify as a Long-Term Occasional Teacher, and benefits.
- The Parties also agree to explore with the Government no later than December 31, 2008, the feasibility of amending the NTIP, within the existing funding of \$15 million, to include Long Term Occasional and Continuing Education Teachers who have requested from a Board and received two successful teacher performance appraisals.

15. Tripartite Teacher Advisory Committee (TTAC)

- The Parties recognize the value of ongoing provincial dialogue as a means to sustain labour peace and progress.
- The Parties agree to take part in the TTAC, to be appointed by the Minister.
- The TTAC shall be a tripartite body composed of representatives from teacher federations, School Boards and the Ministry.
- The TTAC will be established by December 31, 2008.
- The TTAC shall be in effect until August 31, 2012.
- The TTAC shall:
 - Discuss issues that arise from the implementation of the PDT Agreement over the course of the term of Collective Agreements brought to it by the Minister, the Ministry or any one of the parties;
 - Advise the Minister on the implementation of government initiatives in publicly-funded elementary and secondary schools;
 - Design strategies for effective local labour-management coordination and cooperation;

- Address the following issues raised specifically during the PDT process :
 - Exemplary practices in labour relations;
 - Efficiency of assessment and reporting practices;
 - Teaching supports in English Catholic School Authorities;
 - Best practices to expedite and reduce the cost of grievance/arbitrations, without loss of rights in collective agreements;
 - Province-wide administration of benefits;
 - School safety and violence in the workplace;
 - Availability of information from Ontario Students' Records (OSR);
 - Expansion of programs for 4 and 5 year olds.
- Consider such other issues as agreed to by the participants or that may from time-to-time be directed by the Minister.
- The Minister will draft Terms of Reference, after consultation with the Parties.
- Expenses related to the TTAC will be funded by the Ministry of Education.

16. Compensation

- The Parties agree that the following percentage increases shall be applied to all job classifications (salary and allowances) in the following manner:
 - September 1, 2008 : 3.0%
 - September 1, 2009 : 3.0%
 - September 1, 2010 : 3.0%
 - September 1, 2011 : 3.0%
- The Appendix "Teacher and Non-Teacher Salary Increases" provides the Boardby-Board projection.
- These percentages shall be applied equally to all cells on salary grids, wage rates and allowances at the dates identified above. No other salary or wage adjustment for regular teachers shall be agreed to locally.

17. Group Benefits


- The Parties agree that the OCSTA Boards' share of the \$50 million 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through increased benchmarks in the GSN on March 26, 2008 shall be used to assist Boards with the existing cost of benefits.
- The Parties have noted the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks) effective in 2010-11 to enhance group benefits for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.


- Board-by-Board projections of this allocation are provided in the Appendix, "Benefits".
- The local Bargaining Unit's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated bargaining unit, shall be excluded.
- All group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised under this \$33 million enhancement shall remain *status quo* for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, the September 2009 the ODA rate would be set at 2007 rates.
- Upon written request, Boards shall provide to the local OECTA Bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by Boards in a public procurement process.

18. Transferability of Other PDT Agreements

- The parties acknowledge the Government's commitment that OCSTA and OECTA will not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements, with any other teacher federation, subject to the parties fully complying with the conditions associated with this Agreement.

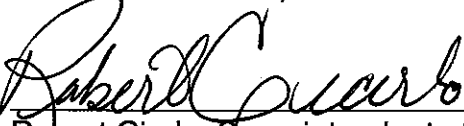
For OECTA



 Elaine MacNeil, President, OECTA


 Ther Baczynsky, Collective Bargaining -
 Executive Assistant, OECTA


For OCSTA


 Paul C. Whitehead, Chair of PDT Team


 Robert Ciarlo, Superintendent of Human
 Resources, Niagara Catholic District
 School Board

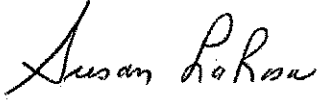

Dan Boucher, Collective Bargaining -
Executive Assistant, OECTA



Peter Derochie, Associate Director of
Education (Business & Finance),
Simcoe Muskoka Catholic District
School Board

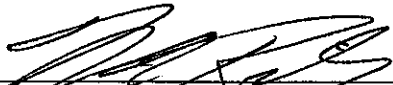

David Church, Collective Bargaining -
Executive Assistant, OECTA



Kevin Kobus, Director of Education,
Toronto Catholic District School Board

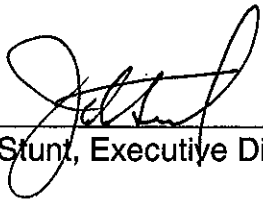

Brock Commeford, Collective Bargaining -
Executive Assistant, OECTA

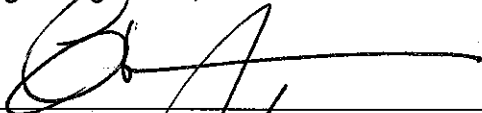

Susan LaRosa, Director of Education,
York Catholic District School Board

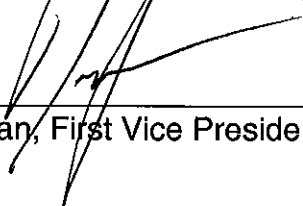

Grace DaSilva, Collective Bargaining -
Executive Assistant, OECTA


Michael A. Riley, Coordinator of Labour
Relations, OCSTA


Jeff Heximer, Collective Bargaining
Bargaining Head, OECTA


John Stunt, Executive Director, OCSTA


Greg Pollock, General Secretary, OECTA


James Ryan, First Vice President, OECTA

LETTER OF UNDERSTANDING

RE: INCORPORATION OF PROVINCIAL FRAMEWORK INTO LOCAL COLLECTIVE AGREEMENTS

THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA) AND THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (OECTA)

OCSTA and OECTA hereby acknowledge their acceptance of the terms and conditions of the attached Provincial Discussion Table (PDT) Agreement as a labour relations framework agreement ("the Framework Agreement").

OCSTA and OECTA also agree to recommend acceptance of the Framework Agreement to their respective principals and upon acceptance to actively promote the adoption and implementation of the Framework Agreement into local collective agreements of English Catholic District School Boards and Catholic School Authorities and OECTA local bargaining units.

OCSTA and OECTA also respect the rights of local boards and bargaining units to address local issues in an environment of good faith negotiations, collegiality and mutual respect.

In the event of an impasse in negotiations toward the incorporation of the Framework Agreement into a local collective agreement, the following steps will be taken to assist the local parties:

- OECTA and/or OCSTA will identify for the PDT Facilitators which Board or School Authority has reached impasse with the local OECTA bargaining unit.
- The PDT Facilitators will convene a meeting with the parties as soon as possible.
- If following the meeting there is no resolution the parties may obtain the services of an "Early Bird" mediator, without entering conciliation.
- The local parties may apply for conciliation services at any time following the intervention of the PDT Facilitators.


At the request of the government, OCSTA and OECTA agree to the following:


- The Parties will not request a "no-board" report before December 1, 2008.
- OECTA local bargaining units will not take a strike or other job action before December 1, 2008 or later as provided in the *Ontario Labour Relations Act* (OLRA).

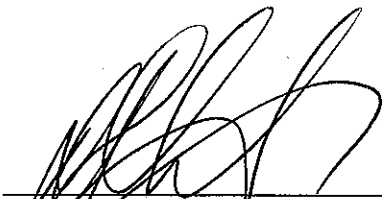
- OCSTA affiliated Boards will not change the terms and conditions of collective agreements, nor lock-out any OECTA local bargaining unit before December 1, 2008 or later as provided in the OLRA.

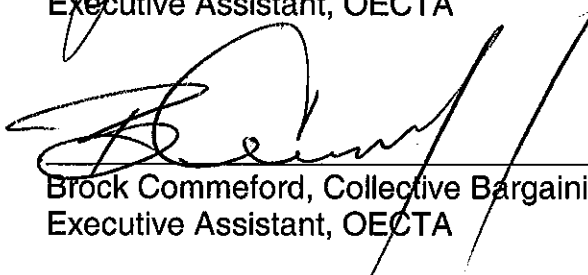
For OECTA

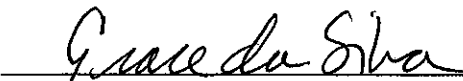

 Elaine MacNeil, President, OECTA


 Ihor Baczynsky, Collective Bargaining -
 Executive Assistant, OECTA

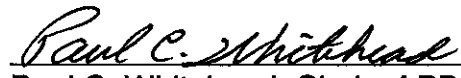

 Dan Boucher, Collective Bargaining -
 Executive Assistant, OECTA

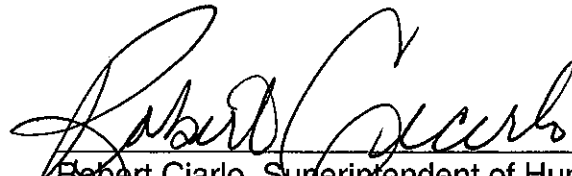

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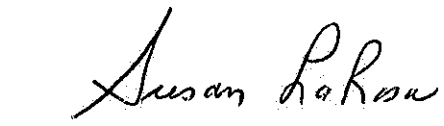
For OCSTA



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 Peter Derochie, Associate Director of
 Education (Business & Finance),
 Simcoe Muskoka Catholic District
 School Board

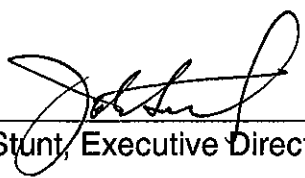

 Kevin Kobus, Director of Education,
 Toronto Catholic District School Board


 Susan LaRosa, Director of Education,
 York Catholic District School Board

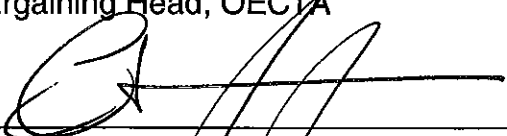

 Michael A. Riley, Coordinator of Labour
 Relations, OCSTA



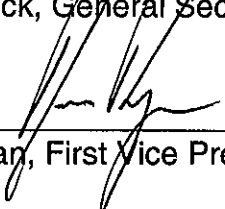
Jeff Heximer, Collective Bargaining
Bargaining Head, OECTA



John Stunt, Executive Director, OCSTA



Greg Pollock, General Secretary, OECTA



James Ryan, First Vice President, OECTA

LETTER OF UNDERSTANDING

RE: COMMUNICATIONS BLACKOUT


**THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA) AND
THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(OECTA)**

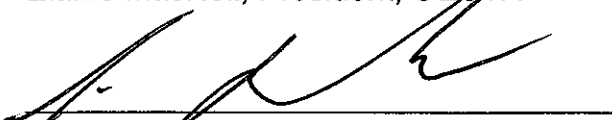
The Ontario Catholic School Trustees Association (OCSTA) and the Ontario English Catholic Teachers Association (OECTA) jointly recognize that each party has an internal approval process which must be respected prior to acceptance of the attached labour relations framework agreement ("the Framework Agreement") to which they have tentatively agreed.

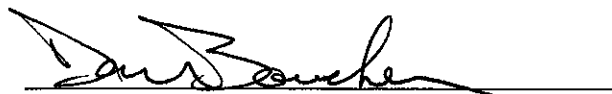
To protect the integrity of these processes, OCSTA and OECTA agree that there shall be a media communications black-out until both parties have indicated to each other and to the Facilitators the completion of these processes. Additionally, OCSTA and OECTA agree to coordinate with the Facilitators the timing and the messaging of any media communication.

Moreover, OCSTA and OECTA also agree to synchronize, as much as possible, the review by their principals of the proposed Framework Agreement, to do so as expeditiously as possible and to commit that the dissemination of information shall be from OCSTA to their principals and from OECTA to their principals.

For OECTA

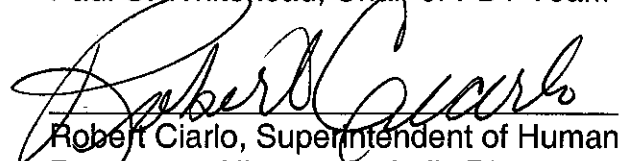

Elaine MacNeil, President, OECTA

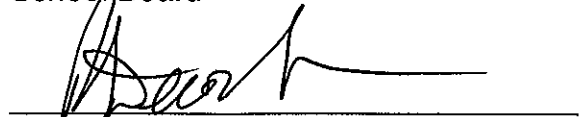

John Baczynsky, Collective Bargaining -
Executive Assistant, OECTA



Dan Boucher, Collective Bargaining -
Executive Assistant, OECTA

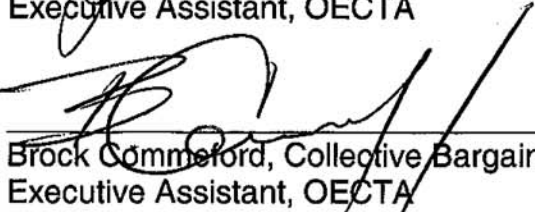
For OCSTA

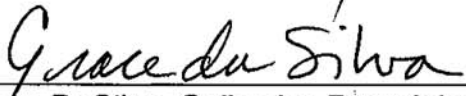

Paul C. Whitehead, Chair of PDT Team


Robert Ciarlo, Superintendent of Human
Resources, Niagara Catholic District
School Board

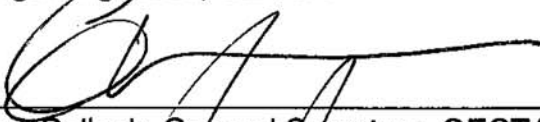

Peter Derochie, Associate Director of
Education (Business & Finance),
Simcoe Muskoka Catholic District
School Board

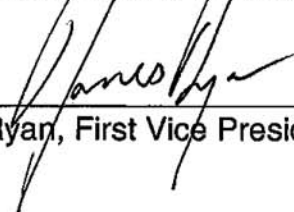

David Church, Collective Bargaining -
Executive Assistant, OECTA


Brock Commerford, Collective Bargaining -
Executive Assistant, OECTA



Grace DaSilva, Collective Bargaining -
Executive Assistant, OECTA

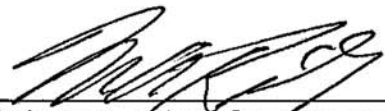

Jeff Heximer, Collective Bargaining
Bargaining Head, OECTA

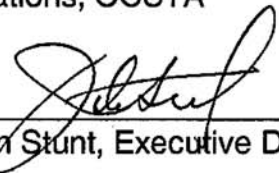

Greg Pollock, General Secretary, OECTA


James Ryan, First Vice President, OECTA


Kevin Kobus, Director of Education,
Toronto Catholic District School Board


Susan LaRosa, Director of Education,
York Catholic District School Board


Michael A. Riley, Coordinator of Labour
Relations, OCSTA


John Stunt, Executive Director, OCSTA

TOTAL IMPACT

		TOTAL IMPACT OF ALL LABOUR FRAMEWORK INITIATIVES				
DSB Number	DSB Name	2008-09	2009-10	2010-11	2011-12	2012-13
30.1	Northeastern Catholic DSB	689,966	1,431,776	2,211,103	2,951,875	3,065,231
30.2	Nipissing-Parry Sound Catholic DSB	860,786	1,817,081	2,830,305	3,795,769	3,942,964
31	Huron-Superior Catholic DSB	1,522,806	3,191,364	4,910,254	6,491,181	6,648,405
32	Sudbury Catholic DSB	1,621,409	3,388,244	5,296,924	7,058,186	7,342,148
33.1	Northwest Catholic DSB	332,073	694,132	1,073,643	1,433,024	1,451,529
33.2	Kenora Catholic DSB	344,500	727,433	1,141,438	1,535,988	1,612,701
34.1	Thunder Bay Catholic DSB	2,003,206	4,207,940	6,499,284	8,649,789	8,968,917
34.2	Superior North Catholic DSB	267,826	561,453	859,314	1,138,835	1,171,790
35	Bruce-Grey Catholic DSB	896,272	1,868,469	2,945,244	3,981,156	4,166,369
36	Huron-Perth Catholic DSB	1,168,197	2,475,610	3,902,044	5,276,643	5,553,051
37	Windsor-Essex Catholic DSB	6,004,646	12,541,195	19,736,589	26,731,936	28,089,286
38	London District Catholic School Board	5,192,592	10,858,969	17,087,448	22,969,423	23,977,661
39	St. Clair Catholic DSB	2,458,156	5,089,680	7,925,493	10,550,926	10,962,570
40	Toronto Catholic DSB	22,767,241	47,689,091	75,062,236	101,481,703	106,472,634
41	Peterborough V.N.C. Catholic DSB	3,501,236	7,320,261	11,488,711	15,554,007	16,285,951
42	York Catholic DSB	12,510,362	26,773,196	42,914,587	58,738,588	63,058,133
43	Dufferin-Peel Catholic DSB	20,441,136	42,770,163	67,645,321	91,877,875	96,656,767
44	Simcoe Muskoka Catholic DSB	5,096,924	11,039,231	17,433,844	23,602,789	24,767,980
45	Durham Catholic DSB	5,719,280	11,962,675	18,845,830	25,404,700	26,675,937
46	Halton Catholic DSB	6,432,792	13,831,136	22,109,506	30,254,521	32,197,475
47	Hamilton-Wentworth Catholic DSB	6,972,203	14,637,455	22,934,590	30,818,502	32,260,464
48	Wellington Catholic DSB	1,984,539	4,173,500	6,604,299	8,916,611	9,382,584
49	Waterloo Catholic DSB	5,446,042	11,507,305	18,226,223	24,779,943	26,205,772
50	Niagara Catholic DSB	5,555,258	11,752,730	18,565,314	25,060,490	26,313,945
51	Brant Haldimand Norfolk Catholic DSB	2,590,596	5,477,706	8,653,188	11,721,482	12,380,647
52	Catholic DSB of Eastern Ontario	3,351,568	7,057,316	11,075,871	14,852,380	15,507,179
53	Ottawa Catholic DSB	9,590,118	20,024,762	31,513,645	42,449,551	44,400,903
54	Renfrew County Catholic DSB	1,221,942	2,555,785	4,006,955	5,404,062	5,647,605
55	Algonquin and Lakeshore Catholic DSB	3,094,945	6,376,299	9,979,640	13,380,489	13,965,748
English Catholic Total		139,638,617	293,801,955	463,478,843	626,862,426	659,132,347
Provincial Total		486,095,481	1,022,327,187	1,616,015,221	2,189,882,334	2,307,007,353

Professional Learning

DSB Number	DSB Name	Funding Impact			
		2008-09	2009-10	2010-11	2011-12
30.1	Northeastern Catholic DSB	-	13,036	26,270	38,346
30.2	Nipissing-Parry Sound Catholic DSB	-	14,480	29,735	44,286
31	Huron-Superior Catholic DSB	-	26,578	53,998	78,997
32	Sudbury Catholic DSB	-	29,246	59,667	86,950
33.1	Northwest Catholic DSB	-	7,653	15,611	23,073
33.2	Kenora Catholic DSB	-	5,671	11,780	17,803
34.1	Thunder Bay Catholic DSB	-	38,153	77,351	114,069
34.2	Superior North Catholic DSB	-	4,547	9,126	13,130
35	Bruce-Grey Catholic DSB	-	15,403	32,270	49,325
36	Huron-Perth Catholic DSB	-	20,880	43,630	65,666
37	Windsor-Essex Catholic DSB	-	111,264	228,279	342,006
38	London District Catholic School Board	-	87,333	180,399	269,024
39	St. Clair Catholic DSB	-	46,531	95,588	142,801
40	Toronto Catholic DSB	-	403,138	840,684	1,269,185
41	Peterborough V N C Catholic DSB	-	61,562	126,958	192,098
42	York Catholic DSB	-	250,591	530,133	809,474
43	Dufferin-Peel Catholic DSB	-	350,681	719,935	1,073,865
44	Simcoe Muskoka Catholic DSB	-	93,490	191,886	288,304
45	Durham Catholic DSB	-	102,193	210,540	314,338
46	Halton Catholic DSB	-	128,286	268,167	406,332
47	Hamilton-Wentworth Catholic DSB	-	124,369	255,147	379,024
48	Wellington Catholic DSB	-	38,300	79,737	119,492
49	Waterloo Catholic DSB	-	105,244	218,425	330,272
50	Niagara Catholic DSB	-	102,847	212,633	318,080
51	Brant Haldimand Norfolk Catholic DSB	-	47,726	98,356	147,595
52	Catholic DSB of Eastern Ontario	-	62,814	129,581	192,350
53	Ottawa Catholic DSB	-	162,650	334,252	498,699
54	Renfrew County Catholic DSB	-	23,845	49,267	74,110
55	Algonquin and Lakeshore Catholic DSB	-	51,221	105,144	158,375
English Catholic Total		-	2,529,729	5,234,548	7,857,070
Provincial Total		-	8,801,957	18,305,583	27,598,320

Elementary Preparation-Time

INCL. SALARY INCREASE (3.0%, 3.0%, 3.0%, 3.0%, 0.0%)
AND BENEFITS (0.26% in 2010-11)

Number of Funded Teachers

DSB Number	DSB Name	Number of Funded Teachers				
		2008-09	2009-10	2010-11	2011-12	2012-13
30.1	Northeastern Catholic DSB	-	0.8	1.6	2.3	3.0
30.2	Nipissing-Parry Sound Catholic DSB	-	0.9	1.8	2.7	3.6
31	Huron-Superior Catholic DSB	-	1.7	3.3	4.8	6.2
32	Sudbury Catholic DSB	-	1.8	3.6	5.3	6.8
33.1	Northwest Catholic DSB	-	0.5	0.9	1.4	1.7
33.2	Kenora Catholic DSB	-	0.4	0.7	1.1	1.4
34.1	Thunder Bay Catholic DSB	-	2.4	4.7	7.0	9.1
34.2	Superior North Catholic DSB	-	0.3	0.6	0.8	1.0
35	Bruce-Grey Catholic DSB	-	1.0	2.0	3.0	4.0
36	Huron-Perth Catholic DSB	-	1.3	2.7	4.0	5.3
37	Windsor-Essex Catholic DSB	-	7.0	14.0	20.9	27.5
38	London District Catholic School Board	-	5.5	11.0	16.4	21.6
39	St. Clair Catholic DSB	-	2.9	5.9	8.7	11.6
40	Toronto Catholic DSB	-	25.5	51.7	77.9	104.5
41	Peterborough V N C Catholic DSB	-	3.9	7.8	11.7	15.5
42	York Catholic DSB	-	15.8	32.6	49.6	67.3
43	Dufferin-Peel Catholic DSB	-	21.9	43.9	65.3	85.9
44	Simcoe Muskoka Catholic DSB	-	5.9	11.7	17.6	23.3
45	Durham Catholic DSB	-	6.4	12.8	19.1	25.4
46	Halton Catholic DSB	-	8.1	16.4	24.8	33.0
47	Hamilton-Wentworth Catholic DSB	-	7.8	15.6	23.1	30.5
48	Wellington Catholic DSB	-	2.4	4.9	7.3	9.6
49	Waterloo Catholic DSB	-	6.6	13.4	20.2	26.9
50	Niagara Catholic DSB	-	6.5	13.0	19.4	25.7
51	Brant Haldimand Norfolk Catholic DSB	-	3.0	6.0	9.0	12.0
52	Catholic DSB of Eastern Ontario	-	3.9	7.9	11.7	15.4
53	Ottawa-Carleton Catholic DSB	-	10.2	20.4	30.3	40.1
54	Renfrew County Catholic DSB	-	1.5	3.0	4.5	6.0
55	Algonquin and Lakeshore Catholic DSB	-	3.2	6.4	9.6	12.9
English Catholic Total		-	158.9	320.4	479.5	637.0
English Catholic Funding		-	13,755,690	28,957,322	45,017,022	60,169,612
Provincial Total Funded Teachers		-	554.8	1,123.9	1,688.8	2,252.7
Provincial Funding		-	47,468,914	100,543,063	157,095,347	211,044,022

Grade 4-8 Class Size Reduction

INCL. SALARY INCREASE (3.0%, 3.0%, 3.0%, 3.0%, 0.0%)
AND BENEFITS (0.26% in 2010-11)

DSB Number	DSB Name	Additional Funded Staff				
		2008-09	2009-10	2010-11	2011-12	2012-13
30.1	Northeastern Catholic DSB	-	0.2	0.4	0.6	0.9
30.2	Nipissing-Parry Sound Catholic DSB	-	0.2	0.4	0.6	1.0
31	Huron-Superior Catholic DSB	-	0.4	0.8	1.1	1.8
32	Sudbury Catholic DSB	-	0.4	0.9	1.3	2.1
33.1	Northwest Catholic DSB	-	0.1	0.2	0.4	0.5
33.2	Kenora Catholic DSB	-	0.1	0.2	0.3	0.4
34.1	Thunder Bay Catholic DSB	-	0.5	1.1	1.6	2.7
34.2	Superior North Catholic DSB	-	0.1	0.1	0.2	0.3
35	Bruce-Grey Catholic DSB	-	0.2	0.5	0.7	1.2
36	Huron-Perth Catholic DSB	-	0.3	0.6	0.9	1.5
37	Windsor-Essex Catholic DSB	-	1.6	3.2	4.9	8.0
38	London District Catholic School Board	-	1.3	2.6	3.9	6.4
39	St. Clair Catholic DSB	-	0.7	1.3	2.0	3.3
40	Toronto Catholic DSB	-	5.7	11.6	17.6	29.5
41	Peterborough V N C Catholic DSB	-	0.9	1.8	2.8	4.6
42	York Catholic DSB	-	3.6	7.5	11.6	19.8
43	Dufferin-Peel Catholic DSB	-	5.3	10.6	15.9	26.0
44	Simcoe Muskoka Catholic DSB	-	1.4	2.7	4.1	6.8
45	Durham Catholic DSB	-	1.5	3.1	4.6	7.6
46	Halton Catholic DSB	-	1.9	3.9	5.9	9.9
47	Hamilton-Wentworth Catholic DSB	-	1.8	3.6	5.4	8.8
48	Wellington Catholic DSB	-	0.6	1.2	1.8	2.9
49	Waterloo Catholic DSB	-	1.5	3.0	4.7	7.8
50	Niagara Catholic DSB	-	1.5	3.0	4.5	7.4
51	Brant Haldimand Norfolk Catholic DSB	-	0.7	1.4	2.1	3.6
52	Catholic DSB of Eastern Ontario	-	1.0	1.9	2.9	4.7
53	Ottawa-Carleton Catholic DSB	-	2.4	4.8	7.2	11.7
54	Renfrew County Catholic DSB	-	0.3	0.7	1.1	1.7
55	Algonquin and Lakeshore Catholic DSB	-	0.8	1.5	2.3	3.8
English Catholic Total		-	37.0	74.8	112.9	186.8
English Catholic Funding		-	3,206,528	6,761,968	10,599,802	17,644,365
Provincial Total Funded Teachers		-	126.3	256.0	388.8	647.6
Provincial Funding		-	10,812,597	22,907,795	36,179,984	60,674,556

Grade 7-8 Student Success Teachers and Literacy & Numeracy Coaches

INCL. SALARY INCREASE (3.0%, 3.0%, 3.0%, 3.0%, 0.0%)
AND BENEFITS (0.26% in 2010-11)

		Additional Funded Staff
DSB Number	DSB Name	2012-13
30.1	Northeastern Catholic DSB	0.3
30.2	Nipissing-Parry Sound Catholic DSB	0.3
31	Huron-Superior Catholic DSB	0.6
32	Sudbury Catholic DSB	0.7
33.1	Northwest Catholic DSB	0.2
33.2	Kenora Catholic DSB	0.1
34.1	Thunder Bay Catholic DSB	0.9
34.2	Superior North Catholic DSB	0.1
35	Bruce-Grey Catholic DSB	0.4
36	Huron-Perth Catholic DSB	0.5
37	Windsor-Essex Catholic DSB	2.7
38	London District Catholic School Board	2.1
39	St. Clair Catholic DSB	1.1
40	Toronto Catholic DSB	9.8
41	Peterborough V N C Catholic DSB	1.5
42	York Catholic DSB	6.6
43	Dufferin-Peel Catholic DSB	8.7
44	Simcoe Muskoka Catholic DSB	2.3
45	Durham Catholic DSB	2.5
46	Halton Catholic DSB	3.3
47	Hamilton-Wentworth Catholic DSB	2.9
48	Wellington Catholic DSB	1.0
49	Waterloo Catholic DSB	2.6
50	Niagara Catholic DSB	2.5
51	Brant Haldimand Norfolk Catholic DSB	1.2
52	Catholic DSB of Eastern Ontario	1.6
53	Ottawa-Carleton Catholic DSB	3.9
54	Renfrew County Catholic DSB	0.6
55	Algonquin and Lakeshore Catholic DSB	1.3
English Catholic Total		62.3
English Catholic Funding		5,881,454.9
Provincial Total Funded Teachers		215.9
Provincial Funding		20,224,852.0

Secondary Programming

INCL. SALARY INCREASE (3.0%, 3.0%, 3.0%, 3.0%, 0.0%)
AND BENEFITS (0.26% in 2010-11)

DSB Number	DSB Name	Additional Teachers				
		2008-09	2009-10	2010-11	2011-12	2012-13
30.1	Northeastern Catholic DSB	0.1	0.2	0.3	0.5	0.6
30.2	Nipissing-Parry Sound Catholic DSB	0.2	0.4	0.7	1.0	1.3
31	Huron-Superior Catholic DSB	0.3	0.6	1.0	1.4	1.8
32	Sudbury Catholic DSB	0.4	0.8	1.4	2.1	2.7
33.1	Northwest Catholic DSB	-	-	-	-	-
33.2	Kenora Catholic DSB	0.1	0.1	0.3	0.4	0.5
34.1	Thunder Bay Catholic DSB	0.4	0.9	1.6	2.3	2.9
34.2	Superior North Catholic DSB	-	-	-	-	-
35	Bruce-Grey Catholic DSB	0.2	0.5	0.8	1.2	1.5
36	Huron-Perth Catholic DSB	0.3	0.6	1.1	1.5	2.0
37	Windsor-Essex Catholic DSB	1.7	3.4	6.2	9.1	11.9
38	London District Catholic School Board	1.6	3.2	5.9	8.5	11.0
39	St. Clair Catholic DSB	0.6	1.1	2.0	2.9	3.7
40	Toronto Catholic DSB	5.5	11.1	20.6	30.1	39.5
41	Peterborough V N C Catholic DSB	1.0	2.0	3.7	5.2	6.8
42	York Catholic DSB	3.3	6.8	12.7	18.8	25.2
43	Dufferin-Peel Catholic DSB	6.3	12.5	23.5	34.7	46.3
44	Simcoe Muskoka Catholic DSB	1.6	3.2	5.9	8.5	11.1
45	Durham Catholic DSB	1.6	3.2	5.8	8.4	11.0
46	Halton Catholic DSB	1.8	3.6	6.8	10.0	13.3
47	Hamilton-Wentworth Catholic DSB	2.0	3.9	7.2	10.4	13.6
48	Wellington Catholic DSB	0.5	1.0	1.9	2.7	3.6
49	Waterloo Catholic DSB	1.4	2.7	5.0	7.2	9.5
50	Niagara Catholic DSB	1.6	3.2	5.8	8.3	10.7
51	Brant Haldimand Norfolk Catholic DSB	0.7	1.5	2.7	3.9	5.1
52	Catholic DSB of Eastern Ontario	0.8	1.7	3.1	4.3	5.6
53	Ottawa-Carleton Catholic DSB	2.7	5.4	10.0	14.5	19.0
54	Renfrew County Catholic DSB	0.2	0.5	0.8	1.1	1.5
55	Algonquin and Lakeshore Catholic DSB	0.8	1.6	3.0	4.2	5.4
English Catholic Total		37.9	75.8	139.8	203.1	267.1
English Catholic Funding		3,200,721	6,407,687	12,212,826	18,317,061	24,166,639
Provincial Total Funded Teachers		128.9	256.2	471.2	683.2	897.8
Provincial Funding		10,884,317	21,708,717	41,307,415	61,850,544	81,512,851

Elementary Supervision

Index	DSB Number	DSB Name	Impact on GSN Funding			
			2008-09	2009-10	2010-11	2011-12
32	30.1	Northeastern Catholic DSB	41,854	47,911	46,427	33,342
33	30.2	Nipissing-Parry Sound Catholic DSB	44,994	53,220	52,550	38,508
34	31	Huron-Superior Catholic DSB	82,885	97,685	95,428	68,690
35	32	Sudbury Catholic DSB	93,255	107,491	105,447	75,605
36	33.1	Northwest Catholic DSB	24,453	28,127	27,589	20,063
37	33.2	Kenora Catholic DSB	17,760	20,842	20,819	15,480
38	34.1	Thunder Bay Catholic DSB	119,631	140,228	136,700	99,186
39	34.2	Superior North Catholic DSB	14,261	16,711	16,127	11,417
40	35	Bruce-Grey Catholic DSB	48,083	56,613	57,029	42,889
41	36	Huron-Perth Catholic DSB	65,117	76,743	77,105	57,098
42	37	Windsor-Essex Catholic DSB	346,277	408,942	403,428	297,383
43	38	London District Catholic School Board	274,151	320,983	318,812	233,924
44	39	St. Clair Catholic DSB	146,662	171,022	168,928	124,169
45	40	Toronto Catholic DSB	1,251,327	1,481,698	1,485,706	1,103,592
46	41	Peterborough V N C Catholic DSB	192,467	226,265	224,368	167,035
47	42	York Catholic DSB	768,455	921,025	936,882	703,860
48	43	Dufferin-Peel Catholic DSB	1,106,348	1,288,897	1,272,311	933,755
49	44	Simcoe Muskoka Catholic DSB	274,185	343,615	339,113	250,689
50	45	Durham Catholic DSB	321,368	375,600	372,078	273,325
51	46	Halton Catholic DSB	392,715	471,503	473,920	353,317
52	47	Hamilton-Wentworth Catholic DSB	387,658	457,107	450,910	329,572
53	48	Wellington Catholic DSB	121,932	140,767	140,917	103,902
54	49	Waterloo Catholic DSB	322,491	386,816	386,013	287,180
55	50	Niagara Catholic DSB	321,474	378,006	375,777	276,579
56	51	Brant Haldimand Norfolk Catholic DSB	148,385	175,413	173,820	128,338
57	52	Catholic DSB of Eastern Ontario	199,737	230,868	229,003	167,254
58	53	Ottawa Catholic DSB	514,291	597,807	590,709	433,632
59	54	Renfrew County Catholic DSB	76,471	87,640	87,068	64,441
60	55	Algonquin and Lakeshore Catholic DSB	162,579	188,257	185,817	137,711
English Catholic Total			7,881,264	9,297,803	9,250,799	6,831,938
Provincial Funding			27,344,387	32,350,840	32,350,695	23,997,499

Occasional Teachers - 3.5% Increase

PUPIL FOUNDATION GRANT

DSB Number	DSB Name	2008-09
30.1	Northeastern Catholic DSB	8,907
30.2	Nipissing-Parry Sound Catholic DSB	10,824
31	Huron-Superior Catholic DSB	18,992
32	Sudbury Catholic DSB	22,288
33.1	Northwest Catholic DSB	4,312
33.2	Kenora Catholic DSB	4,161
34.1	Thunder Bay Catholic DSB	27,879
34.2	Superior North Catholic DSB	2,515
35	Bruce-Grey Catholic DSB	12,077
36	Huron-Perth Catholic DSB	15,851
37	Windsor-Essex Catholic DSB	87,007
38	London District Catholic School Board	72,525
39	St. Clair Catholic DSB	34,629
40	Toronto Catholic DSB	304,093
41	Peterborough V N C Catholic DSB	49,701
42	York Catholic DSB	184,946
43	Dufferin-Peel Catholic DSB	289,709
44	Simcoe Muskoka Catholic DSB	72,215
45	Durham Catholic DSB	81,386
46	Halton Catholic DSB	96,064
47	Hamilton-Wentworth Catholic DSB	98,165
48	Wellington Catholic DSB	28,963
49	Waterloo Catholic DSB	78,268
50	Niagara Catholic DSB	80,456
51	Brant Haldimand Norfolk Catholic DSB	37,122
52	Catholic DSB of Eastern Ontario	47,993
53	Ottawa Catholic DSB	132,174
54	Renfrew County Catholic DSB	16,894
55	Algonquin and Lakeshore Catholic DSB	41,492
English Catholic Total		1,961,609
Provincial Total		6,768,722

Teacher and Non-Teacher Salary Increases

DSB Number	DSB Name	Teachers					Non-Teaching Staff					Total Funding Impact				
		2008-09 (3.0%)	2009-10 (3.0%)	2010-11 (3.0%)	2011-12 (3.0%)	2008-09 (3.0%)	2009-10 (3.0%)	2010-11 (3.0%)	2011-12 (3.0%)	2008-09 (3.0%)	2009-10 (3.0%)	2010-11 (3.0%)	2011-12 (3.0%)			
30.1	Northwestern Catholic DSB	419,583	839,173	1,249,691	1,667,962	211,382	420,987	629,665	839,468	630,966	1,249,172	1,878,346	2,507,430			
30.2	Nipissing-Parry Sound Catholic DSB	543,439	1,109,073	1,662,929	2,226,225	244,594	497,324	748,984	1,005,389	788,033	1,606,396	2,411,912	3,231,615			
31	Huron-Superior Catholic DSB	977,748	1,978,320	2,935,657	3,873,124	417,648	844,884	1,259,785	1,674,871	1,395,395	2,822,904	4,195,352	5,647,999			
32	Sudbury Catholic DSB	1,036,200	2,089,741	3,151,175	4,201,484	438,126	882,289	1,326,629	1,765,813	1,474,326	2,972,030	4,477,803	5,967,296			
33.1	Northwest Catholic DSB	202,614	401,665	597,736	796,073	100,694	200,042	301,785	404,211	303,399	601,897	888,521	1,200,283			
33.2	Kenora Catholic DSB	217,326	444,311	674,089	905,032	99,536	202,780	307,572	414,746	316,862	647,091	981,661	1,319,778			
34.1	Thunder Bay Catholic DSB	1,331,233	2,665,164	3,990,692	5,305,616	485,989	963,634	1,447,681	1,949,934	1,817,232	3,668,799	5,457,273	7,285,949			
34.2	Superior North Catholic DSB	146,858	297,991	444,929	587,893	104,182	211,211	314,109	421,527	251,050	509,202	759,037	1,008,420			
35	Brace-Grey Catholic DSB	679,708	1,164,088	1,764,770	2,379,396	235,773	474,414	718,275	971,099	815,481	1,638,602	2,483,045	3,350,422			
36	Huron-Perth Catholic DSB	763,091	1,562,898	2,373,038	3,208,097	298,534	606,984	917,498	1,236,921	1,061,625	2,169,882	3,290,537	4,446,018			
37	Windsor-Essex Catholic DSB	4,051,292	8,147,424	12,356,798	16,719,769	1,372,518	2,760,814	4,170,396	5,625,068	5,423,809	10,908,038	16,507,184	22,356,837			
38	London District Catholic School Board	3,482,134	7,032,570	10,652,733	14,314,339	1,227,008	2,485,096	3,752,539	5,029,094	4,709,142	9,517,666	14,405,272	19,343,433			
39	St. Clair Catholic DSB	1,622,162	3,209,284	4,796,138	6,382,178	804,875	1,612,853	2,429,819	3,245,711	2,226,827	4,422,217	6,621,958	8,814,888			
40	Toronto Catholic DSB	15,266,345	30,772,382	46,679,895	63,072,410	5,474,114	11,117,069	16,918,244	22,911,812	20,740,460	41,889,450	63,598,139	85,984,222			
41	Peterborough V N C Catholic DSB	2,330,206	4,710,294	7,108,265	9,624,082	838,985	1,680,238	2,528,833	3,400,741	3,189,107	6,390,522	9,639,088	13,024,823			
42	York Catholic DSB	8,345,569	17,182,767	26,510,041	36,267,759	2,937,469	6,032,175	9,263,130	12,665,399	11,283,038	23,214,942	35,773,171	48,933,158			
43	Dufferin-Peel Catholic DSB	13,834,362	27,983,068	42,687,737	58,003,764	4,694,739	9,444,272	14,310,940	19,352,875	18,528,089	37,427,340	56,978,677	77,396,628			
44	Simcoe Muskoka Catholic DSB	3,443,448	7,172,492	10,903,425	14,763,514	1,172,921	2,439,327	3,683,399	4,981,323	4,616,368	9,611,819	14,586,824	19,724,837			
45	Durham Catholic DSB	3,882,789	7,823,476	11,852,982	15,976,167	1,291,957	2,582,070	3,882,079	5,226,355	5,174,128	10,405,645	15,745,091	21,201,522			
46	Haldimand Catholic DSB	4,334,065	8,976,312	13,827,403	18,836,395	1,461,048	3,004,845	4,582,062	6,230,376	5,795,713	11,983,157	18,409,465	25,166,771			
47	Hamilton-Wentworth Catholic DSB	4,703,507	9,507,871	14,333,218	19,259,477	1,614,468	3,262,098	4,907,531	6,580,480	6,317,966	12,769,980	19,240,750	25,836,958			
48	Wellington Catholic DSB	1,319,445	2,667,573	4,062,245	5,480,088	472,304	954,833	1,447,779	1,953,494	1,791,749	3,622,407	5,510,024	7,433,582			
49	Waterloo Catholic DSB	3,667,624	7,465,589	11,397,473	15,498,927	1,257,235	2,530,254	3,823,239	5,179,890	4,924,860	9,895,824	15,225,712	20,876,718			
50	Niagara Catholic DSB	3,694,363	7,552,516	11,497,624	15,534,891	1,326,094	2,691,372	4,057,979	5,433,695	5,020,457	10,243,888	15,555,604	20,968,286			
51	Brant Haldimand Norfolk Catholic DSB	1,693,901	3,440,189	5,239,795	7,104,121	663,763	1,343,898	2,033,069	2,740,930	2,345,864	4,784,098	7,272,864	9,845,051			
52	Catholic DSB of Eastern Ontario	2,220,118	4,502,661	6,800,203	9,124,197	813,509	1,637,181	2,462,619	3,284,423	3,033,627	6,139,842	9,262,822	12,408,620			
53	Ottawa Catholic DSB	6,411,913	12,922,740	19,590,374	26,378,310	2,298,549	4,613,333	6,997,476	9,362,460	8,710,453	17,538,073	26,542,850	35,740,770			
54	Renfrew County Catholic DSB	770,384	1,551,704	2,344,452	3,162,222	339,047	681,807	1,026,899	1,379,865	1,109,451	2,233,511	3,371,341	4,542,087			
55	Algonquin and Lakeshore Catholic DSB	2,054,803	4,091,372	6,176,224	8,266,283	764,051	1,521,441	2,287,008	3,067,477	2,818,854	5,612,813	8,463,232	11,333,760			
English Catholic Total		93,336,201	189,285,747	287,620,623	388,986,374	33,258,821	67,319,048	101,925,924	137,521,384	126,595,023	256,604,795	389,546,547	526,507,758			
Provincial Total		324,809,739	658,991,625	1,003,782,830	1,360,177,960	116,288,316	235,291,681	356,757,163	482,095,673	441,098,055	894,283,306	1,360,539,893	1,842,273,633			

Benefits and Other Working Conditions

0.26% Increase in 2010-11

DSB Number	DSB Name	2010-11
30.1	Northeastern Catholic DSB	41,216
30.2	Nipissing-Parry Sound Catholic DSB	56,097
31	Huron-Superior Catholic DSB	91,992
32	Sudbury Catholic DSB	106,256
33.1	Northwest Catholic DSB	17,789
33.2	Kenora Catholic DSB	20,404
34.1	Thunder Bay Catholic DSB	128,680
34.2	Superior North Catholic DSB	13,465
35	Bruce-Grey Catholic DSB	60,372
36	Huron-Perth Catholic DSB	79,207
37	Windsor-Essex Catholic DSB	411,845
38	London District Catholic School Board	357,077
39	St. Clair Catholic DSB	164,337
40	Toronto Catholic DSB	1,448,964
41	Peterborough V N C Catholic DSB	243,477
42	York Catholic DSB	888,557
43	Dufferin-Peel Catholic DSB	1,397,213
44	Simcoe Muskoka Catholic DSB	372,322
45	Durham Catholic DSB	397,363
46	Halton Catholic DSB	461,095
47	Hamilton-Wentworth Catholic DSB	474,186
48	Wellington Catholic DSB	135,800
49	Waterloo Catholic DSB	374,127
50	Niagara Catholic DSB	389,018
51	Brant Haldimand Norfolk Catholic DSB	181,026
52	Catholic DSB of Eastern Ontario	228,711
53	Ottawa Catholic DSB	654,768
54	Renfrew County Catholic DSB	80,029
55	Algonquin and Lakeshore Catholic DSB	200,792
English Catholic Total		9,476,181
Provincial Total		33,007,619