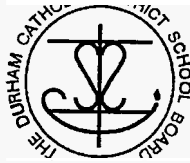


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COLLECTIVE AGREEMENT

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between

THE DURHAM CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the Board)

-and-

THE SECONDARY TEACHERS EMPLOYED BY THE BOARD
REPRESENTED BY
THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(hereinafter called O.E.C.T.A)

SEPTEMBER 1, 2002 UNTIL AUGUST 31, 2004

11912(03)

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COLLECTIVE AGREEMENT

Between

THE DURHAM CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
DURHAM SECONDARY UNIT

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

INTRODUCTION

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

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

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

ARTICLE I- RECOGNITION

1:01 The Board recognizes the negotiating committee of O.E.C.T.A. Durham Secondary Bargaining Unit as the regular and official committee representing and able to negotiate on behalf of the Teachers.

The Board recognizes the Grievance Committee of the Durham Secondary Bargaining Unit as the official body representing grievances to the Board. Each party shall notify the other party of the membership of their committee by September 30th annually.

O.E.C.T.A. is the exclusive bargaining agent for every Teacher - other than Occasional Teachers, Principals and Vice-Principals - who is assigned to one or more secondary schools or who performs duties in respect of such schools all or most of the time.

1:02 This Collective Agreement is subject to the provisions of The Labour Relations Act, the Education Act and their Regulations. The Board shall comply with the Ontario Health and Safety Act.

Any alleged violation of that Act shall be dealt with pursuant to the enforcement mechanisms and other procedures outlined in the Act.

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

1:03 The following Board policies and procedures shall not be altered during the term of this Collective Agreement prior to concluding significant consultation with the Bargaining Unit.


- Teacher Development
- Teacher Evaluation
- Teacher Transfer

- **Harassment**
- **Safe School Environment Policy**
- **Administrative Procedure 450 - *Application to the Leadership Position of Curriculum Chair***
- **Administrative Procedure 454 - *Application to the Leadership Position of Consultant/Coordinator***
- **Administrative Procedure 457 - *Change in Teaching Time***

ARTICLE I (cont'd)

1:04 The Board and O.E.C.T.A. agree that every employee has a right to freedom from all forms of harassment and freedom from all forms of assault in the workplace. Any teacher covered by this Collective Agreement who feels that he/she is the victim of harassment shall have the right to seek redress in accordance with the Board Policy.

ARTICLE II - DURATION

2:01 This Collective Agreement shall have effect from **September 1, 2002 and shall continue to operate until August 31, 2004** and from year to year thereafter, unless either party, within the period of one-hundred and fifty (150) days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation. 

2:02 During the term of this Collective Agreement, amendments to the Articles defined herein shall be made only in writing by mutual consent of the parties to this Agreement. The party wishing to negotiate amendments must furnish the other party with written information concerning the nature of any amendments it seeks at least one week prior to the date for discussing such amendments.

ARTICLE III - Q.E.C.O. QUALIFICATIONS

The categories of qualifications of Q.E.C.O. Program 4 shall apply to all Categories with the proviso that no teacher currently employed by the Board shall suffer any loss of economic or academic recognition. **Effective September 1, 2003, the categories of qualifications of Q.E.C.O. Program 5 shall apply, provided that it is recognized for funding by the Ontario Government.**

3:01 TABLE OF SALARIES**SEPTEMBER 1, 2002**

Years of Experience	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0.0	30,246	34,079	35,265	37,983	39,845
1.0	32,333	36,100	37,487	40,521	42,634
2.0	34,433	38,115	39,717	43,070	45,419
3.0	35,766	40,139	41,942	45,619	48,205
4.0	37,787	42,147	44,172	48,164	50,988
5.0	39,847	44,172	46,390	50,704	53,762
6.0	41,904	46,183	48,613	53,250	56,547
7.0	43,961	48,205	50,843	55,800	59,337
8.0	46,001	50,218	53,069	58,351	62,116
9.0	48,058	52,237	55,297	60,882	64,892
10.0	50,231	54,246	57,519	63,432	67,677
11.0	51,336	56,479	59,840	65,933	70,499
	56,479				

FEBRUARY 1, 2003

Years of Experience	Cat. A	Cat. A1	Cat. A2	cat. A3	cat. A4
0.0	30,548	34,420	35,618	38,362	40,243
1.0	32,656	36,461	37,861	40,926	43,060
2.0	34,777	38,496	40,114	43,501	45,873
3.0	36,124	40,540	42,361	46,075	48,687
4.0	38,165	42,569	44,614	48,646	51,498
5.0	40,245	44,614	46,854	51,211	54,300
6.0	42,323	46,645	49,099	53,783	57,113
7.0	44,400	48,687	51,352	56,358	59,931
8.0	46,461	50,720	53,600	58,934	62,737
9.0	48,539	52,760	55,850	61,491	65,541
10.0	50,733	54,788	58,094	64,066	68,354
11.0	51,849	57,044	60,438	66,592	71,204
	57,044				

3:01 TABLE OF SALARIES (cont'd)

SEPTEMBER ■ 2003

Years of Experience	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0.0	31,006	34,936	36,152	38,938	40,847
1.0	33,146	37,008	38,429	41,540	43,706
2.0	35,299	39,073	40,716	44,153	46,561
3.0	36,666	41,149	42,996	46,767	49,417
4.0	38,738	43,208	45,283	49,375	52,271
5.0	40,849	45,283	47,557	51,979	55,115
6.0	42,958	47,345	49,836	54,590	57,969
7.0	45,066	49,417	52,122	57,203	60,830
8.0	47,158	51,481	54,404	59,818	63,678
9.0	49,267	53,551	56,688	62,413	66,524
10.0	51,494	55,610	58,965	65,027	69,379
11.0	52,627	57,900	61,345	67,591	72,272
	57,900				

FEBRUARY ■ 2004

Years of Experience	Cat. A	Cat. A1	Cat. A2	Cat. A3	Cat. A4
0.0	31,372	35,348	36,578	39,397	41,329
1.0	33,537	37,445	38,883	42,030	44,222
2.0	35,716	39,534	41,196	44,674	47,110
3.0	37,098	41,634	43,504	47,318	50,000
4.0	39,195	43,717	45,817	49,958	52,887
5.0	41,331	45,817	48,118	52,593	55,765
6.0	43,465	47,904	50,424	55,234	58,653

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7.0	45,598	50,000	52,737	57,878	61,547
8.0	47,714	52,089	55,046	60,524	64,429
9.0	49,848	54,183	57,357	63,149	67,309
10.0	52,102	56,266	59,661	65,795	70,198
11.0	53,248	58,583	62,069	68,389	73,125
	58,583				

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3.01 **TABLE OF SALARIES (cont'd)**

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

3:02 **PAY EQUITY AGREEMENT**

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

- (1) A teacher who has under the terms of the Board's Collective Agreement qualified to move to Category A1, A2, A3 or A4, shall do so; or
- (2) A teacher who has successfully completed the course requirements listed in (a), (b) or (c) below shall move to the maximum of Category A on September 1st provided course requirements are completed prior to September 1st. No acceptable course shall be included which has been used in any way whatsoever by the teacher for a category ranking or other salary purposes under the terms of the Board's Collective Agreement. Movement shall take place as follows:
 - a) In the case of a teacher qualified in accordance with the Board's Collective Agreement to be placed in Category B, five (5) acceptable courses at least four (4) of which must have been completed since January 1, 1990.
 - b) In the case of a teacher qualified in accordance with the Board's Collective Agreement to be placed in Category C, seven (7) acceptable courses at least five (5) of which must have been completed since January 1, 1990.
 - c) In the case of a teacher qualified in accordance with the

Board's Collective Agreement to be placed in Category D, nine (9) acceptable courses at least six (6) of which must have been completed since January 1, 1990.

- (3) Acceptable courses shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for category placement under the terms of the Board's Agreement.

3:03 (1) SCHEDULE OF ALLOWANCES FOR RESPONSIBILITY

(a) CONSULTANTS

A Consultant is a person responsible for a designated area of program or support service offered by this Board to its students. The Consultant shall be paid a basic allowance of seven (7%) percent of Category A4 maximum per annum and shall receive annual increments to a maximum of three (3) for experience in the Consultant's role. Each increment shall be one and one-half (1.5%) percent of the Category A4 maximum per annum.

(b) FAMILY OF SCHOOLS COORDINATOR

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

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

(c) DISTRICT RESOURCE TEACHER

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

This teacher shall be responsible to the Director or designate and shall receive an allowance of three and one-quarter (3.25%) per cent of Category A4 maximum. Clause 3.12 of the Collective Agreement does not apply to this position.

(d) PROGRAM LEADER - CONTINUING AND ALTERNATIVE EDUCATION

A Program Leader - Continuinn and Alternative Education is a person who has coordinating responsibilities for program initiatives undertaken by the Continuing and Alternative Education Department. Assignments may

3:03 SCHEDULE OF ALLOWANCES FOR RESPONSIBILITY
(cont'd)

(d) cont'd

include the co-ordination in whole or in part of the Department's mainstream activities, in addition to new program initiatives. The Program Leader shall be paid a basic allowance of eleven and one-half percent (11.5%) of Category A4 maximum per annum and shall receive annual increments to a maximum of three (3) for experience in the Program Leader's role. Each increment shall be one and one-half percent (1.5%) of the Catenow A4 maximum."

(2) ALLOWANCES FOR SPECIAL EDUCATION, GUIDANCE AND FRENCH OR ENGLISH AS A SECOND LANGUAGE

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

The use of courses in the areas noted for Certificate allowance may only be used for one of:

- (i) Salary Category placement; or
- (ii) Certification allowance.

(3) SENIOR TEACHERS

- (a) In September of each year, provision for a Senior Teacher shall be made in each school. One or more people may be included in this provision.
- (b) When a teacher is appointed by the Board to assume extra responsibility as a Senior Teacher during the authorized absence of the Principal, and, if applicable, the Vice-principal, then this teacher shall receive a pro-rated per

diem responsibility allowance of *forty* (40) dollars per day.

- (c) The Board shall not use on-calls except in the case of an emergency to cover the teaching assignments of those acting in the capacity of Senior Teachers.**
- (d) Article 3:12 shall not apply to this position.**

3:03 SCHEDULE OF ALLOWANCES FOR RESPONSIBILITY
(cont'd)

(4) CURRICULUM CHAIR

The Curriculum Chair shall receive an allowance of six and one-half (6.5%) percent of the Category A4 maximum.

3:04 DEFINITION OF TEACHERS

- (1)** Part-time teacher means a teacher employed by a Board on a regular basis for other than full-time duty.
- (2)** Temporary teacher means a person employed to teach under the authority of a Letter of Permission.
- (3)** A part-time teacher will be paid according to her/his placement on the salary grid, with salary pro-rated according to the annual average aggregate teaching load (as per Addendum A).
- (4)** Employment experience with the Board shall be recognized as one of the criteria in deciding on the successful applicant for a full-time position.
- (5)** A teacher who applies for a part-time assignment for a specified period is guaranteed a return to his/her former or comparable position with the Board at the end of such period.

3:05 HOME TUTORS

In assigning Home Tutors, principals will endeavour to assign teachers on staff who are employed under the terms of this Collective Agreement.

The hourly rate shall be \$33.82 effective September 1, 2002, \$34.16 effective February 1, 2003, \$34.67 effective September 1, 2003 and \$35.08 effective February 1, 2004.

3:06 PAYMENT OF ALLOWANCE FOR RESPONSIBILITY

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

A teacher eligible for more than one allowance shall receive only the **greater/greatest** of such allowances with the exception that a teacher receiving an allowance payable under Article 3:03 (3) may also receive an allowance payable under Article 3:03 (2).

3:07 CONTINUING EDUCATION

- (1) The parties agree that all rights and privileges for continuing education teachers teaching credit courses are contained in this Article.
- (2) All positions will be posted internally and in filling positions the Board will give preference to qualified teachers employed under this Collective Agreement. In addition, continuing education teachers teaching credit courses who do not teach in the regular day program may apply for posted positions in accordance with Article 3.10.

- (3) The hourly rate of pay for continuing education teachers teaching a credit course will be **\$41.77 effective September 1, 2002, \$42.19 effective February 1, 2003, \$42.82 effective September 1, 2003 and \$43.62 effective February 1, 2004.**

3:07 CONTINUING EDUCATION (cont'd)

(3) cont'd

The hourly rate of pay is based only on scheduled classroom teaching hours.

Exclusive of preparation and marking, teachers are not required to perform supervisory duties outside of the classroom.

All salaries owing to summer school teachers will be paid in full on the last teaching day of the session.

(4) All teachers teaching at the Continuing Education Day School shall accrue seniority from their date of hire and provided there is no break in service greater than forty (40) working days, such service shall be credited towards the teacher's probationary period.

(5) A senior teacher shall be appointed for each school and shall be paid \$41.78 per day effective September 1, 2002, \$42.19 per day effective February 1, 2003, \$42.82 per day effective September 1, 2003 and \$43.33 effective September 1, 2004 for continuing education summer school credit courses, and the foregoing amounts per day shall be pro-rated for continuing education night school credit courses.

(6) Effective January 1, 2004, Continuinn Education teachers shall be paid on a bi-weekly basis. The schedule for pays will be in accordance with the payment schedule for full-time teachers.

3:08 PROFESSIONAL IMPROVEMENT

The Board shall reimburse teachers as follows:

Seventy-five (75%) percent of the tuition fees if travelling outside Durham Region or the County of residence, to take recognized Ministry of Education and Undergraduate University courses, and/or fifty (50%) percent of the tuition fees if travelling within Durham Region or County of residence to take recognized

Ministry of Education and Undergraduate University courses, payable on the successful completion of such courses, provided the teacher has been with the Board for one (1) school year (as defined in Ontario

3.08 **PROFESSIONAL IMPROVEMENT (cont'd)**

Regulation 822/82 - School Year and School Holidays) and will agree to remain with the Board for one year following the completion of such courses.

No teacher shall be reimbursed for more than two courses, or four half credit courses, to a maximum of \$195 in any school year.

Notwithstanding the foregoing, the Board shall pay \$250 for any Religious Education Part I - III course or any other course mandated by the Board.

3:09 **TRAVEL**

- (1) Any employee covered by this Collective Agreement, authorized by the Director or designate to travel as part of the job, shall be paid a travelling allowance per kilometre as approved from time to time by the Board.
- (2) For teachers employed as Consultants, Family of Schools Coordinators, Itinerant Teachers and Resource Teachers, the Board will pay a basic monthly travel allowance **of ninety dollars (\$90)** plus a travelling allowance (per kilometre) as approved from time to time by the Board. This kilometre allowance is for all kilometres in excess of 161 kilometres driven in any one month.

NOTE: In the event of a new Board Policy resulting in an increase, the new Board Policy shall become an addendum to this Collective Agreement.

3:10 **NEW POSITIONS**

- (1) Although it is understood that the Board has the sole right to

create or designate a new position to be filled by a teacher who comes within the scope of this Collective Agreement, it is agreed that salary and additional allowances for such a position must be arrived at after negotiation with the Teachers' authorized representatives.

3:10 NEW POSITIONS (cont'd)

- (2) All vacancies for Consultant, Family of Schools Coordinator, District Resource Teacher, Curriculum Chair, **Program Leader - Continuing and Alternative Education** and any other new position of responsibility shall be posted in all schools and may be simultaneously advertised provincially. **For information purposes, all vacancies for Principal and Vice Principal shall be posted in all schools.**
- (3) Employment experience with the Board shall be recognized as one of the criteria in deciding on the successful candidate(s) for new positions.

3:11 POSTED POSITIONS

All posted positions shall be filled according to the details listed on the job posting, and all teacher vacancies shall be posted in accordance with the Secondary School Teacher Transfer Policy Guidelines and Procedures (connected to this Collective Agreement for information purposes only).

3:12 SALARY AND ALLOWANCE PROTECTION

- (1) (a) Teachers covered by this Collective Agreement who are receiving a Consultant's, Family of Schools Coordinator's or Curriculum Chair's allowance shall receive salary or allowance protection according to the Schedule when a change in position or responsibility results from re-assignment to a classroom or any other position of responsibility;
- (b) Consultants, Family of Schools Coordinators, Curriculum Chairs or Program Leaders - Continuing and Alternative Education: Allowance protection does not extend beyond the term of appointment and is effective on the date of change in position or responsibility.
- Year One 50% of allowance shall be paid
Year Two 25% of allowance shall be paid

Note: This clause and schedule shall not apply if the teacher has requested reassignment or if the transfer has resulted from unsatisfactory performance of duty and the teacher has been demoted for just cause.

3:12 SALARY AND ALLOWANCE PROTECTION (cont'd)

- (2) All appointments to Curriculum Chair will be for a three (3) year renewable term (see Article 8:02(4)(4)).

ARTICLE IV - LEAVES**4:01 DEFERRED SALARY LEAVE PLAN**

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

(1) Qualifications

Any employee who is a full-time or part-time staff member, who has completed the probationary period with the Board and who has completed at least three (3) years teaching for the Board, may apply to participate in such Plan. An employee may take more than one Deferred Salary Leave in a career.

(2) Application

An employee wishing to participate in such Plan shall apply using Application Form #4751 on or before February 1st to participate in the Plan commencing the following September 1st. Written acceptance or denial of the employee's request will be forwarded to the employee by May 1st in the school year the original request is made. Acceptance of a teacher's application will not be unreasonably withheld by the Board.

(3) Condition

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

4:01 **DEFERRED SALARY LEAVE PLAN**

(4) Selection

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

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

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

(5) Salary Formula

The leave will be financed by spreading "n" years salary payments over an "n" plus one period. "n" is not to exceed four (4) years. The leave of absence must be taken in the final year of the Plan. A maximum deferral under the Income Tax Act in any given year is 33 1/3%.

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

4:01 DEFERRED SALARY LEAVE PLAN (cont'd)**(5) cont'd**

- (d) The Board will pay the employee all the funds accumulated pursuant to (b) in instalments as per the regular pay schedule or in ~~two~~ (2) lump sum payments on June 30th and January 1st.
- (e) Interest earned on the deferred amounts must be paid to the employee in the taxation year in which it is earned. These amounts are to be treated as employment income for the purpose of the Income Tax Act and shall be paid by December 31st in each year.

(6) Employee Benefits

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

(7) Sick Leave Credits

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

(8) Seniority

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

(9) Retirement Gratuity

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

4:01 DEFERRED SALARY LEAVE PLAN (cont'd)**(10) Reinstatement**

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

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

(11) Pension

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

(12) Income Tax

Income Tax shall be deducted in accordance with applicable legislation.

Any employee entering the Plan will be subject to tax in each year of the Plan only on the amount of income actually received in the year. The interest referred to in 'Salary Formula' sections (b) and (d), when paid, will be viewed as normal remuneration in the hands of the employee and not as interest income, and the tax to be withheld by the Board shall be based on the amount actually paid to the employee.

4:01 DEFERRED SALARY LEAVE PLAN (cont'd)**(13) Delay Withdrawal, Redundancy and Death**

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

years from the date of enrolment in the Plan.

4:01 **DEFERRED SALARY LEAVE PLAN (cont'd)**

(13) cont'd

(9) The employee may, on one occasion while participating in the Plan, give notice to the Board stating a desire to suspend participation in the Plan for a period of **twelve (12)** months as at the anniversary date of enrolment in the Plan. The deferred compensation shall continue to be held by the Board until the employee takes the leave of absence.

(14) Contract

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



Sample

THE DURHAM CATHOLIC DISTRICT SCHOOL BOARD

Agreement of Deferred Salary Leave

Teacher: _____ Enrolment Date: _____

Year of Leave: _____

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

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

It ~~s~~ agreed by the Teacher and the Board ~~that~~:

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

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

Dated at Oshawa, Ontario this _____ day of _____, in the year _____.

Signature of Teacher

for the Durham Catholic District School Board

4763

Distribution: White - Payroll Yellow - Teacher

4:02 SICK LEAVE CREDIT SYSTEM

(1) General

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

(2) Sick Leave Credits

- (a) Each eligible employee shall be entitled to have one hundred (100%) percent of the unused portion of an annual sick leave of twenty (20) days transferred annually to the employee's accumulated sick leave credit. This credit shall not exceed a maximum of **240** days for any teacher at the end of any year.
- (b) Where an employee commences full-time teaching after September 1st in any year, the Sick Leave to which the employee is entitled shall be pro-rated in accordance with the ratio of days taught to one year of employment.
- (c) Where an employee commences teaching after September 1st, in any year, as a part-time teacher, the Sick Leave to which the employee is entitled shall be pro-rated in accordance with the ratio of time taught, equated to whole teaching days, to one full year of employment.

4:02 SICK LEAVE CREDIT SYSTEM

(2) Sick Leave Credits (cont'd)

- (d) After the sick leave of twenty **(20)** days for full-time teachers, or ten (10) days in the case of half-time teachers, has been used in any school year, each eligible employee shall receive pay under this plan for absence caused by sickness, physical and/or mental disability, pro-rated for part-time teachers up to the amount of accumulated sick leave.
- (e) If, because of absence, a teacher's Cumulative Sick Leave Credit has been reduced, it may be built up again in subsequent years.
- (9)** Absence, not to exceed five (5) days, due to a doctor certified miscarriage shall be considered a paid leave and shall not be deducted from sick leave days.
- (g) The Board may require a teacher to submit a certificate from a qualified medical practitioner for more than three **(3)** consecutive days of absence due to illness.
- (h) The Board may require a teacher to submit a certificate from a qualified medical practitioner for any absence due to illness if deemed necessary by the teacher's past history of absenteeism. Teachers required to provide such proof of illness shall be informed in advance. Such notification must be made in writing.

4:03 SPECIAL LEAVES

- (1) The Board shall grant a leave of absence where a teacher is:
 - (a) Summoned as a witness in court, provided the teacher is neither the plaintiff nor the defendant in the action. The teacher shall receive full salary from the Board and turn over to the Board all monies received from the court as witness fees.
 - (b) Summoned for jury duty. The teacher shall receive full salary from the Board and shall turn over to the Board all monies

received as jury fees.

4:03 SPECIAL LEAVES (cont'd)

(1) cont'd

(c) Quarantined ~~or~~ otherwise prevented by the order of the Medical Health Authorities from attending his/her duties.

(d) In each case of (a), (b) or (c) above, a teacher shall be entitled to salary and the days shall not be deducted from sick leave credits.

(2) The Board shall grant a leave of absence to the teacher to be absent for professional purposes approved by the Board, including examinations and graduations above secondary school level.

(3) (a) A teacher shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days for the purpose of attending or arranging a funeral in the immediate family. The immediate family shall be defined as spouse, parent, child, brother, sister, guardian or a person who stands in loco parentis.

(b) A teacher shall be entitled to a leave of absence with pay and no deduction of sick leave up to a maximum of three (3) working days for the purpose of attending or arranging a funeral for a father-in-law, mother-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, or grandchild.

(c) Subject to the approval of the Principal, a leave of absence of a full or partial day will be granted for the purpose of attending the funeral of a relative other than those mentioned above.

(4) The Director or designate may grant a leave of absence of up to ten (10) working days, with or without pay, to a teacher required to be absent for personal reasons and such leave shall not be contingent upon the teacher arranging internal coverage.

(5) The Director may grant a leave of absence without pay for periods of time in excess of ten (10) days but not exceeding one

(1) year to teachers who have completed their probationary period.

4:03 SPECIAL LEAVES (cont'd)

(5) cont'd

If permitted by the Master Agreement, a teacher on such leave may, at her/his option, continue to participate in one or more employee benefits with the teacher paying 100% of the premium costs.

4:04 LEAVE PREGNANCY/PARENTAL/PATERNITY/ADOPTION

- (1) Adoption: A teacher shall be granted a leave without deduction from salary to a maximum of ~~two~~ (2) days for needs related to the legal adoption of the teacher's child. Upon the request of the teacher, one (1) additional day shall be granted without pay.
- (2) Paternity Leave: A teacher shall be granted a leave without deduction from salary of two (2) days related to the birth of his child. Upon the request of the teacher, one (1) additional day shall be granted without pay. This leave may be taken:
 - a) the day previous to the birth;
 - b) the day of the birth;
 - c) within five (5) working days of the birth;
 - d) the day of discharge of the child from the hospital.
- (3) Pregnancy and Parental Leave: The intent of this section is to conform with The Employment Standards Act, which may be amended from time to time. The Board, if requested, shall grant a pregnancy or parental leave to a teacher **not to exceed two (2) years. The Board, if requested, shall grant adoption leave to a teacher not to exceed two (2) years, on conditions similar to parental leave where applicable.** Subject to eligibility requirements as specified by the Board's insurers, the Board agrees to continue to make premium contributions for Employee Benefits normally paid by the Board for the statutory portion for a

teacher on Pregnancy and Parental Leave.

- (4) The Board shall provide for teachers on pregnancy or adoption leave a supplementary employment benefit plan which provides a payment of seventy (70%) percent of salary for the two-week waiting period. Such a plan shall be registered with and approved by Canada Employment and Immigration.

4:05 **REQUESTS TO BE SUBMITTED IN WRITING**

Where possible, requests for leave of absence that require Board approval will be submitted in writing to the Director one (1) week prior to the date of a Board meeting.

4:06 **BARGAINING UNIT LEAVES**

(1) President's Leave

The President of the Local Bargaining Unit of O.E.C.T.A. shall be entitled to a leave of half time and up to full time subject to the following conditions:

- (a) Such leave shall be subject to prior arrangements with the Director and the availability of a suitable teacher to replace the teacher involved;
- (b) Such leave shall be subject to the teacher relinquishing any position of responsibility for the years during which the leave is granted;
- (c) The Local Unit of O.E.C.T.A. shall reimburse the Board for the cost of the teacher's Grid Salary plus any allowances authorized by the Unit and paid by the Board plus premium contributions for employee benefits for the period of the leave; and

- (d) Subject to the terms and conditions of the Agreement then in effect, the teacher shall be assigned to his/her previous position at the end of the leave.
- (e) Time spent as local O.E.C.T.A. President counts as teaching experience.

(9) In addition to the leave granted pursuant to 4:06 (1), the President shall be entitled to a maximum of fifteen (15) additional days per school year. The salary of the occasional teachers replacing the President on such leaves shall be paid by the Local Unit of O.E.C.T.A.

4:06

BARGAINING UNIT LEAVES (cont'd)(2) Leave for Chief Negotiator

The Chief Negotiator shall be granted a leave without loss of pay or deduction from sick leave for either Option A or Option B below as selected by the Local Unit of O.E.C.T.A. In addition, one additional unit officer shall be granted a leave without loss of pay or deduction from sick leave for Option B below:

Option A - a leave for a maximum of twenty (20) days with the provision that the Branch Affiliate shall reimburse the Board for the cost of the occasional teacher who replaced the Chief Negotiator;

Option B - a leave for up to two-thirds (2/3) of her/his assigned teaching load under the same conditions as pertain to the President's release pursuant to Article 4:06 (a), (b), (c), (d) and (e).

The Branch Affiliate shall notify the Board each June 1st as to whether the Chief Negotiator's leave shall be taken as per Option A or as per Option B above. If no notification is made, the leave shall be continued as per the option of the previous year.

- (3) Leaves for the Local Unit of O.E.C.T.A. will be granted for up to a total of **forty (40)** days per school year. **Any individual teacher will be allowed a maximum of six (6) days per school year for such leave. The Local Unit of O.E.C.T.A. can apply to the Superintendent of Education - Human Resources to exceed the maximum of six (6) days for any individual teacher.** The salary of the occasional teacher replacing a teacher on leave shall be paid by the local unit of O.E.C.T.A. Twenty-four (24) hours of notice shall be given to the Principal and the Superintendent of Education, Human Resources prior to such leave.

4:07

SCHOOL ASSOCIATION REPRESENTATIVES

- (1) The Board recognizes the appointment or election by the teachers of one or more Association Representatives at each school and/or worksite.
- (2) The Association shall forward a list of Association Representatives to the Board by September 30th of each year.

4:07

SCHOOL ASSOCIATION REPRESENTATIVES(cont'd)

- (3) The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other related information.
- (4) When a Principal or Superintendent requests a teacher to be present at a meeting which may result in discipline, the Principal or Superintendent will advise the teacher and the Association Representative in the school of the nature of the meeting. At such meeting the teacher shall be entitled to O.E.C.T.A. representation.
- (5) The teacher and the Association Representative(s) shall suffer no loss of pay or any other entitlement as a result of such attendance.
- (6) The Principal or Vice-Principal, or where appropriate, supervisory officer shall advise the parties as early as possible regarding such meetings.
- (7) Subject to the approval of the Principal, the O.E.C.T.A. school representative shall be entitled to use a meeting room in the school, provided that this does not disrupt the instructional day, and provided that no additional costs are incurred by the Board.

4:08

ASSOCIATION REPRESENTATIVES

- (1) The Association shall forward a list of unit officers to the Board by

September 1st each year.

- (2) The Board shall provide the Association with a list of the appropriate personnel with whom the Association may be required to transact business.
- (3) The authorized representatives of the Association shall be permitted to transact business of the Association with members on Board property provided such business does not interfere with or interrupt normal operations.

ARTICLE V • INTERPRETATIONS

- 5:01 (1) Only teachers in good standing with the College of Teachers or teachers for whom the Board obtains Letters of Permission or Temporary Letter of Standing will be hired.
- (2) Ontario Certificates only are included in the definitions.
- (3) An Interim Certificate of Qualification shall have the same force as a certificate of Qualification.
- (4) Teachers holding Letters of Permission are to be placed \$500 below the starting salary of the lowest category on the grid and receive the same increments as the lowest category on the grid.
- (5) Letters of Standing shall be equated to the Interim Certificate of Qualifications.

5:02 **EXPERIENCE**

- (1) Experience is interpreted as qualified teaching experience (or equivalent teaching experience as determined by the Superintendent of Education, Human Resources) in a publicly supported school or private school.

In applying the foregoing, the Superintendent of Education - Human Resources shall recognize the teaching experience of a Qualified teacher as recognized by the College of Teachers, who before becoming Qualified, gained teaching experience in a publicly supported university, college, secondary or primary school. It would also apply to those whose teaching experience was in an accredited private school, or Ministry recognized degree or diploma granting institution. Experience would be recognized if the teacher was a primary instructor of the students during the classes taught. This would include a person teaching a class, with or without a

letter of permission, but not an educational assistant.

**The onus would be on the teacher to provide documentation,
from the institution, of the experience.**

5:02

EXPERIENCE(cont'd)

- (2) Prior successful experience in a publicly supported school or private school in any position recognized by the Board, shall be recognized for salary placement and payment of allowance.
- (3) **For related trade experience, a teacher may receive an allowance of one (1) year of teaching experience for each year of trade related experience.** The salary and allowance shall not exceed the maximum salary for a teacher's category. Recognition of related trade experience shall be subject to the approval of the Director of Education or designate.

5:03

ADJUSTMENTS

- (1) Any increase in salary by reason of improved qualifications shall be effective for salary purposes September 1st in the calendar year in which proof of documentation is registered at the Office of the Director, provided qualifications have been completed by September 1st.
- (2) It is the responsibility of the teacher to bring to the attention of the Office of the Director, any improvement in qualifications for salary purposes. Allowances for improved qualifications shall not be retro-active beyond September 1st of the current year.
- (3) In the event of a delay by Q.E.C.O. in filing requests for evaluation, the following procedure shall apply:
 - (a) All candidates must submit to the Office of the Director, on or before December 31st, proof that they have applied to Q.E.C.O. for a Statement of Evaluation prior to December 15".
 - (b) All candidates must submit their Q.E.C.O. Statement of Evaluation, Program 4, verifying the level change immediately

upon receipt of same and not later than April 1st. Payment will not begin until the Statement of Evaluation from Q.E.C.O. has been received.

5:04

PAYMENT

- (1) Salary shall be paid on the basis of $1/26$ x applicable yearly salary and allowance except that the final cheque in June shall include all monies owing to teachers under the Collective Agreement in the school year. A teacher is entitled to be paid his or her salary in the proportion to which number of school days on which the teacher performs his or her duties bears to the number of school days in the school year.

Pay day shall be every second Thursday or the preceding day in case Thursday is a statutory holiday, commencing with the first teaching Thursday in September. The final pay day will be no later than the last school day that is a Thursday in June.

In the event a regularly scheduled pay falls during the Christmas and/or Winter Break, the pay shall be received on or before the Thursday preceding that break and will be dated for the last school day preceding the break.

- (2) Teachers' Federation fees shall be deducted from the teacher's salaries in twenty (20) equal deductions from the first twenty (20) pays in each year. **For the purpose of this Article only, teacher includes an individual whose application for certification is pending with the College of Teachers.** O.E.C.T.A. shall advise the Board in writing of the amount of fees authorized by the Association in keeping with its Constitutions and By-Laws. The Board shall remit the total amounts so deducted to the Ontario English Catholic Teachers Association within thirty (30) working days of the collection.
- (3) The Board shall deduct the College of Teachers' Fee from the teacher's salaries in equal installments of no more than thirty (30) dollars prior to January of each school year.
- (4) Prior to June 30th the Durham Secondary Branch Affiliate

Executive of O.E.C.T.A. shall notify the Board of any levy to be deducted during the following year. If no such notification is given prior to June 30th, it shall be assumed that the amount of the levy previously being deducted by the Board is to remain in force during the

5:04 PAYMENT (cont'd)

following school year. Such levy shall be forwarded to the Branch Affiliate within thirty (30) days of each deduction. The Durham Secondary Bargaining Unit of O.E.C.T.A. agrees to indemnify the Board against any claims that may be made against it as a result of the Board making such deductions.

- (5) The Board will have its banking firm deposit the pay of each teacher in an account designated by the teacher. On or before each scheduled pay day every teacher shall receive an itemized statement of deductions. The statements will be addressed individually and in envelopes.

ARTICLE VI - RETIREMENT AND GRATUITY**6:01 RETIREMENT**

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

6:02 GRATUITY - QUALIFICATIONS TO RECEIVE

- (1) A retiring employee is one who ceases to be employed by the Board on account of age or health and applies for and receives a retirement pension from the **Teacher's Pension Plan**.
- (2) Each employee, retiring at normal or earlier date, provided the employee has a record of ten (10) years service with the Board prior to retirement, shall be granted a gratuity in accordance with the Gratuity Table.

6:03

GRANDPARENTING

The provisions of Article VI will not apply to teachers whose service with the Board commences on or after September 1, 1983. Teachers employed by the Board on August 31, 1983, are guaranteed, when eligible as per conditions of Article 7:01 (1982-83 Collective Agreement) or Article 6:02 (1989-91 Collective

6:03

GRANDPARENTING (cont'd)

Agreement), the benefits under Article VII contained in the 1982-83 Collective Agreement, and the terms and conditions of Article VI may not be changed in the future insofar as they pertain to those teachers employed by the Board on August 31, 1983.

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

6:04

GRATUITY TABLE

AFTER:

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

23 years' service 45%

24 years' service 47.5%

25 years' service 50%

All benefits provided under sub-paragraph 6:04 shall be paid in full to the teacher or in the event of the teacher's death, to the estate, within one year after retirement or as arranged to the mutual satisfaction of the Board and the employee or in the event of death, the employee's executor(s) or administrator(s).

ARTICLE VII - EMPLOYEE BENEFITS

The details of Benefits Plans are outlined in a booklet provided by the carrier.

The Board will contribute one hundred (100%) percent of the agreed Managed Health Formulary as of January 1, 1996.

A Joint Committee of the Board and the Teachers will meet quarterly to discuss mutually agreeable modifications.

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

7:01 (1) Extended Health Care Plan

- a) Managed Health Care
- b) Vision Care - maximum \$200/annum for dependent children and \$300 every two (2) years for adults effective February 1, 2003.**
- c) Private Hospital Coverage
- d) Hearing Aids - \$300 every 36 months

(2) Group Term Life Insurance

Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$100,000, **\$110,000 effective February 1, 2003 and \$120,000 effective September 1, 2003.**

(3) Dental Care Plan

The Board agrees to pay one hundred (100%) percent of the premiums of the Flexident Dental Plan as of January 1, 1996.

- a) Preventative - \$1,500/annum
- b) Restorative (Dentures) - \$1,000 every five (5) years and Major

Restorative Plan including Dentures at the foregoing level with Caps, Crowns and Bridges - 70%/30% co-insurance with a \$2,000 annual combined maximum

c) Orthodontic - \$1,500/lifetime (dependent children only)

d) Periodontal Scaling - eight (8) units per annum

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

ARTICLE VII - EMPLOYEE BENEFITS (cont'd)

7:02 Long-Term Disability

Teachers will pay one hundred (100%) percent of the premium for a Long-Term Disability Plan. The Teachers shall be responsible for the selection of the carrier and the Board agrees to administer the Plan.

7:03 Optional Insurance

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

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

7:04 Part-time Teachers

A teacher under contract with the Board who teaches on a part-time basis shall, subject to eligibility requirements as specified by the Board's insurers, be allowed to participate in Employee Benefits. The Board's share of premium shall be

pro-rated according to the annual average aggregate teaching load. The foregoing shall not apply to a teacher currently employed by the Board who was teaching part-time for the 1987-88 school year and who continues to be employed each year thereafter as a part-time teacher. For such a teacher, premium costs shall not be pro-rated.

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

ARTICLE VII - EMPLOYEE BENEFITS (cont'd)

7:04 cont'd.

Participation in the Plan of Group Term Life Insurance with Accidental Death and Dismemberment Benefits and the Long-Term Disability Insurance Plan is agreed to be a condition of employment with the Board with the exception of superannuated teachers. As well, any teacher ineligible to receive LTD benefits because they are eligible for a sixty percent, unreduced pension, shall not be required to participate in the Long Term Disability Plan.

7:05 Health Care Benefits for Retirees

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

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

7:06 Upon the death of a teacher, the Board will continue benefits for the spouse for a period of two (2) years.

ARTICLE VIII - STAFFING AND SENIORITY

8:01 **(1) (a) All full time classroom teachers will be assigned timetabled duties consisting of six (6) credit courses plus a combination of credit equivalent courses, TAP or equivalent (remedial or supervision), on-calls, supervision*, remedial time, technical support**, programs of special duties (guidance, technical support and program support) to teach a 6.67 classroom teacher work load in the aggregate.**

* Supervision includes, but is not limited to, supervision in the library to maintain it open during the instructional day, lunch supervision, study hall supervision, office supervision, hall supervision and any other monitoring of students as assigned by the

ARTICLE VIII - STAFFING AND SENIORITY (cont'd)8.01 cont'd

****** Technical Support may include computer sysop duties and/or audio-visual support as designated by the principal.

(b) The teaching load for a part-time teacher will be pro-rated according to the teaching load of a full time teacher excluding T.A.P.

2. Non classroom teachers and Co-op teachers (full time assignment to their area):

Guidance _____ 7.0 teaching assignment (3.5 Der semester)

Program Support _____ 7.0 teaching assignment (3.5 per semester)

Library _____ 7.0 teaching assignment (3.5 per semester)

CO-OP _____ 7.0 teaching assignment (3.5 Der semester)

3. The assignment of a teacher with a combination of classroom and non-classroom duties shall be based on 6.67 credits, credit equivalent courses and programs of special duties.

4. All teachers shall be granted a minimum one-half (½) period per day of preparation time. Full-time classroom teachers shall be available for a one-half (½) period daily for on call/supervision to a maximum of forty six (46) with no more than two (2) assigned per week or average. Part-time teachers shall have their preparation and on call/supervision time assigned on a pro-rated basis.

5. The schools, under the direction of the Board, shall attempt to assign on-call and supervision duties on an equitable basis among all classroom teachers in a given period as scheduled by the school principal.

- 6.** In addition to any other provision in this Article, a teacher who is not assigned a home-room may be assigned to supervision duties of UP to fifty (50) minutes per week in blocks of no more than twenty five (25) minutes before or after school.

ARTICLE VIII - STAFFING AND SENIORITY (cont'd)

- 7.** The Articles dealing with teaching assignments are subject to compliance with Ministry Regulations. Should these Articles not be in compliance, both parties agree to review with the objective to meet the compliance issue.

8. Class Size Guidelines

The Board and the Bargaining Unit agree that the following maximum class sizes are desirable to promote a positive learning environment:

a. Grade 9 and 10

(Non Technical)

→	<u>Academic (D)</u>	<u>28</u>
→	<u>Applied (P)</u>	<u>26</u>
→	<u>Essential (E)</u>	<u>20</u>
→	<u>Open (O)</u>	<u>28</u>

/Technical and Practical Family Studies)

→	<u>Open (O)</u>	<u>22</u>
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Grade 11 and 12

/Non Technical)

→	<u>University (U)</u>	<u>28</u>
→	<u>University/College (M)</u>	<u>26</u>

→	<u>College (C)</u>	26
→	<u>Workplace</u>	20
→	<u>Open (O)</u>	28

Grade 11 and 12 Technical and Practical Family Studies

→	<u>University/College (H)</u>	22
→	<u>College</u>	20
→	<u>Workplace</u>	19

ARTICLE VIII - STAFFING AND SENIORITY (cont'd)**8. Class Size Guidelines (cont'd)****(a) cont'd**

- Technical courses do not include Business, Computer Science and Communication Technology courses with a Technical coding.
- Practical Family Studies refers to Family Studies courses such as "foods" courses.
- There shall be one (1) teacher period in Co-operative Education for every twenty four (24) credits.

(b) Where the desirable limits above cannot be met, individual class sizes may be exceeded as follows:Advanced Academic/Academic/University:All Others:desirable maximum +3desirable maximum +2**(c) A multi-level class is one in which there is more than one (1) pupil of a different level from the rest of the pupils.****(d) The class size maxima are outlined on the chart on page 59 of this Collective Agreement.****(e) A joint committee of the Branch Affiliate and the Board shall be convened to study and to make recommendations on appropriate class size guideline modifications needed when pupils with special needs are assigned to regular classes. The Board shall appoint**

three (3) members to the committee and the Branch Affiliate shall appoint three (3) members. All recommendations of the committee shall be subject to amendment through the normal negotiating process and shall not bind either party until ratified.

ARTICLE VIII - STAFFING AND SENIORITY (cont'd)8. cont'd

- (f) The President of the Branch Affiliate shall be supplied with a current list of the number of students enrolled at each level in each teacher's class and a copy of each teacher's timetable on October 15th in semestereed and non-semestereed schools and February 28th in semestereed schools.

By these dates class size guidelines shall comply with this Article.

(g) Staff Monitorinn Committee

The Staff Monitorinn Committee shall consist of three (3) representatives of the Branch Affiliate and three (3) representatives of the Board. The Board shall provide by April 1st to the Branch Affiliate the student enrolment projections, the projections of the system staff complement, and the projected departmental structure in each school. The Committee shall meet by October 31st and March 31st to review class sizes. In the spring of 2004, the Committee shall review the class size guidelines and class size maxima and make recommendations (if any), for changes for the 2004-2005 school year.

9. (a) Every teacher shall receive a printed timetable assigninn duties to every period or part of a period accordinn to this Article.
- (b) Any teacher designated to teach a period within a department, shall be assigned only the duties and responsibilities inherent to that department. Exceptions to the forenoinn shall be subject to the mutual agreement of the teacher involved, the Principal

and the appropriate Superintendent. The Unit President shall be notified prior to an exception being implemented.

10. Teacher-Librarian

A full-time teacher-librarian shall be appointed in schools with enrolments of over 500 students.

ARTICLE VIII - STAFFING AND SENIORITY (cont'd)

11. Guidance

In staffing the Guidance Department, a section of guidance shall be allocated for every sixty-five (65) pupils.

12. Staffing Difficulties in Small Schools

It is understood that the Director of Education has discretion with respect to staffing difficulties in the small schools.

13. Retention of Curriculum Chair Position

A Curriculum Chair who accepts a position of Consultant Co-ordinator or Program Leader - Continuing and Alternative Education shall retain the position of Curriculum Chair for the length of the term of the Consultant/Coordinator or Program Leader - Continuinn and Alternative Education position. Should the person be re-appointed to the position of Consultant/Coordinator, Program Leader - Continuing and Alternative Education or any other administrative position, the position of Curriculum Chair shall be relinquished.

8:02 APPOINTMENT TO POSITION OF CURRICULUM CHAIR

(1) Curriculum Chair Structure

(a) **Each Secondary School will have a base of 10 Curriculum Chairs assigned as follows:**

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

(b) A Curriculum Chair of French Immersion will be assigned to the secondary school hosting the program.

8:02 **APPOINTMENT TO POSITION OF CURRICULUM CHAIR**

(cont'd)

(1) Curriculum Chair Structure (cont'd)

- (c) Curriculum Chairs will be assigned system-wide according to the following generating formula:

N = Total number of Curriculum Chairs
R = Revenue from the Ministry: $R = F$

(.009E) where

F = MOE Funding/Chair
E = System Enrolment
a = Allowance as per Collective Agreement

- (d) Additional Curriculum Chairs will be assigned to split the umbrella departments and will be assigned in priority order from largest to smallest, based on sections. The splits will be as follows:

a. English, French and International Languages	
English	French and International Languages

b. Canadian and World Studies and Social Sciences	
Canadian and World Studies	Social Sciences

c. Business, Computers and Technological Studies	
Business and Computers	Technological Studies

d. Guidance and Co-operative Education	
Guidance	Co-operative Education

8:02 **APPOINTMENT TO POSITION OF CURRICULUM CHAIR**
(cont'd)

(e) The model will be reviewed when new schools are opened to ensure funding within the envelope and when all secondary schools have achieved a complement as defined by the splits identified in number d.

(9) The model will be reviewed by mutual agreement of the Board and the Unit at any time.

(2) Acting Curriculum Chairs

In the event that a qualified person, is not available or staff complement will not permit the addition of a qualified staff member, a teacher may be appointed as "Acting" for a period of not more than one year.

(3) Interim Curriculum Chairs

In the event that a teacher, receiving a responsibility allowance according to the terms of the Collective Agreement is unable to fulfill the responsibilities assigned to that position due to one or more of a number of circumstances (i.e. illness, accident, approved leave including sabbatical, deferred salary leave, LTD, secondment, re-assignment, etc.) a teacher shall be appointed as "interim" for the term of the leave.

(4) Selection Committee

The Selection Committee for Curriculum Chairs shall be comprised of:

1. the Principal of the school;
2. the Family of Schools Superintendent of Education or designate;
3. a third person familiar with the area under discussion, mutually acceptable to the Superintendent and School Principal;
4. the term of a Curriculum Chair will be for three (3) years and renewable on the basis of an annual review in the first year of

the term, and at least one other review prior to the end of the term.

8:03

SENIORITY

- (1) The Board shall supply the Teacher Representatives with a Secondary Seniority List by November 30th. Each teacher employed by the Board shall be placed on the Seniority List. The Seniority List shall provide in decreasing order of seniority, the names of the teachers, the date of commencement of employment in the Bargaining Unit and the total seniority calculated in accordance with this Article. The Seniority List shall be established by the Board in consultation with the Unit President.
- (2) Seniority shall mean the length of continuous service in the Bargaining Unit with the Board (including continuous service with predecessor Boards and in private schools for which the Board has assumed responsibility). For the purpose of this Article, "continuous service" shall include being on the recall list and any leaves taken with the approval of the Board, including leaves for lengthy illness. Teachers with five (5) or more years service will have their last break in service bridged to include, for purposes of seniority calculation, the period of service immediately preceding such break, excluding those teachers who resigned prior to the Employment Standards Act, 1974 for maternity purposes. These teachers shall be bridged back to the first break due to resignation for maternity purposes. This bridging shall apply to service with this Board and its predecessors only.
- (3) In the event of a reduction or lay-off in staff, the reduction and/or lay-off shall be according to seniority. In such instances, probationary teachers shall be laid off first and if more lay-offs are implemented, the last permanent teacher on the seniority list shall be laid off first. In addition, the foregoing shall not apply to a teacher whose loss would mean the elimination or curtailment of a program provided no other teacher, with greater seniority and currently employed by the Board, is qualified to perform the duties inherent in the program or can become qualified prior to the commencement of that school year.

- (4) Where the seniority of one or more teachers is equal and when it becomes necessary to break such ties, the determination of their respective positions on the Seniority List shall be based upon the following criteria, and in order:**

8:03 SENIORITY (cont'd)

- (4) cont'd
- a) Total teaching experience with the Board or its predecessor Boards, during the period of continuous service;
 - b) Other teaching experience with the Board or its predecessor Boards;
 - c) Highest category placement in accordance with Q.E.C.O. Representative Statements of Evaluation; and**
 - d) By lot drawn in the presence of the Unit President or designate.**
- (5) Any teacher who has been laid off due to redundancy shall be entitled to receive a written statement that the lay-off was solely due to redundancy. A copy of said statement must be included in the teacher's personnel file. Such notice shall be sent via registered mail to the teacher's last known address or hand delivered by the supervisory officer to the teacher.
- (6) Any teacher who has been laid off due to a decline in enrolment, shall be entitled to receive a written statement that the lay-off was due to a decline in enrolment. A copy of said statement must be included in the teacher's personal file. Such notice shall be sent via registered mail to the teacher's last known address or hand delivered by the supervisory officer to the teacher.
- (7) The Teachers shall have the right of recall for a period of three (3) years. In returning to work, teachers under permanent contract will be recalled in accordance with their seniority, provided they have the required qualifications to fill the available positions.
- (8) Upon recall a teacher will have all accumulated sick leave credits fully reinstated.
- (9) Teachers recalled within the stated three (3) year period

will be eligible for bridging as in Article 8:03 (2).

8:03**SENIORITY (cont'd)**

(10) Teachers transferred to teach in the secondary Panel from the Board's elementary panel shall, immediately followinn such transfer, be placed at the bottom of the seniority list. Notwithstandinthe foregoing, the Board, after consultation with representatives of the Secondary Bargaining Unit shall be able to effect a transfer which involves a teacher immediately followinn such transfer having system service recognized on the seniority list

(11) A teacher while on lay-off and subject to recall pursuant to 8:03 (6) shall have the opportunity to accept or refuse a position (provided he/she has the required qualifications to fill the available position) which is less of a teaching load from the position from which he/she was laid off without jeopardizing his/her position on the recall list. A teacher refusing a position of equivalent teaching load to the position from which he/she was laid off shall be placed on the bottom of the recall list.

(12) Subject to required qualifications, no part-time teacher shall increase his/her teaching load and no new hires shall take place until all teachers from the recall list have been offered positions equivalent to those held at the time of lay-off.

(13) A review committee comprising of up to three (3) members representing the Board and up to three (3) members representing the Bargaining Unit shall monitor the provisions of Article 8:03.

(14) Required qualifications shall be interpreted to be the minimum Ministry qualifications except in the case of current (1995/96) requirements to teach religious education courses.

(15) Any Principal or Vice-Principal who returns to the bargaining unit within one (1) year of assuming the position of Principal or Vice-Principal, will be credited with seniority held at the time of leaving the bargaining unit. The returning Principal or Vice-principal shall only be assigned to a position in the bargaining unit if the position is vacant after the procedures under the Collective Agreement for filling it have been exhausted.

ARTICLE IX - JUST CAUSE

9:01 (1)

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

- (2) The Board shall provide the teacher with written notice of termination of employment.
- (3) Such notice shall be sent by registered mail to the teacher's last known address or by hand delivery by a supervisory officer.
- (4) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article 8:03 of this Collective Agreement.

9:02

If a teacher is the subject of an investigation by the College of Teachers, any action against the teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

ARTICLE X - POSITION SHARING

10:01(1) Position Sharing is a voluntary arrangement between the Board and two teachers who have completed their probationary periods to enable the teachers to share what are normally the duties of one full-time teaching position. This Position Sharing Program shall be made available to all permanent (full-time and part-time) teachers excluding teachers filling positions of responsibility other than those covered by Articles 3:03 (2) and shall be referred to herein as the Program.

- (2) The proposed sharing arrangement will only be considered upon the written recommendation of the principal(s) and the Superintendent(s) who shall be assured to their satisfaction that the sharing arrangement will result in the continued functioning of all duties involved in the position.
- (3) Final approval of the request shall rest with the Director of Education.
- (4) Salary, allowances, increments, sick leave and Board premium

contributions for Employee Benefits for a teacher who participates in the Program shall be pro-rated according to the amount of time worked.

ARTICLE X - POSITION SHARING (cont'd)

- (5) Pension deductions are to be continued as provided by the Teachers' Pension Act. Where the Act allows a teacher to apply for full salary pension, the teacher will have the option of having full salary pension deducted.
- (6) The application of any teacher interested in position sharing must be forwarded to the appropriate Family of Schools Superintendent for consideration not later than March 1st.
- (7) Participation in this Program must be determined annually, not later than March 31st. A teacher may make re-application to continue participation in the Program under the same conditions as provided in this Article for new applicants.
- (8) When participation in the Program is concluded, the teacher shall be placed by the Board in a position equivalent to the position vacated immediately prior to participation in the Program.
- (9) Participants in the Program:
 - (a) are eligible to apply for positions of responsibility and to assume the position once participation in the Program is concluded; and
 - (b) may request a change from a part-time to a full-time teaching position or vice versa and, if approved, may assume that position once participation in the Program is concluded.

ARTICLE XI - GRIEVANCE PROCEDURE

Within the terms of this Agreement a grievance shall be defined as a

difference relating to the interpretation, application, administration or alleged violation of the Agreement.

11:01 **GRIEVANCES**

- (1) If a teacher who is covered by this Agreement has a grievance, the teacher **may** discuss the complaint with the Principal, where applicable, or with the immediate superior. Such a complaint shall be brought to the attention of the appropriate Principal or immediate superior within ten (10) working days of the incident, giving rise to

ARTICLE XI - GRIEVANCE PROCEDURE (cont'd)

11:01 **GRIEVANCES (cont'd)**

- (1) cont'd

the grievance. The Principal or immediate superior shall attempt to resolve the dispute informally and shall give a decision within three (3) working days of receiving the grievance.

- (2) **Filing:**

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

- (3) **Meeting with the Board:**

If no settlement is reached at 11:01(2) Filing and the grievor wishes to continue the grievance, the grievor and/or representatives of the Local Bargaining Unit, on the grievor's behalf shall request within ten (10) working days after receipt of

the Director's or designate's reply a meeting with the Board's Grievance Committee. The Board's Grievance Committee shall be convened within ten (10) working days of receipt of the request. The written decision of the Board shall be given within fifteen (15) working days following the convening of the meeting. If the grievance is not settled it may be referred to arbitration as provided for in Article 11:02 - Arbitration within ten (10) working days of receipt of decision of the Board.

ARTICLE XI - GRIEVANCE PROCEDURE (cont'd)**11:01 GRIEVANCES (cont'd)****(4) Unit Grievances:**

The teachers may initiate a policy or group grievance relating to the interpretation, application, administration or alleged violation of this Agreement beginning at 11:01(2) - Filing of the grievance procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the grievance and shall be in the form prescribed in 11:01(2) - Filing. Any such grievance may be referred to arbitration as provided for in this Article.

(5) Timelines:

Any complaint or grievance which is not commenced or carried through to the next stage of the grievance procedure by the grievor within the time specified, shall be deemed to have been abandoned and no further action can be taken with respect to such grievance. The time limit specified in this Article may be extended by mutual agreement in writing between the parties to this Agreement.

(6) If the stipulated time limits are not met by the party against whom the grievance is being lodged, the grievor shall have the right to appeal the grievance to the next level of the procedure.

(7) A complaint or grievance arising from an allegation by the Board that the Teachers have violated a provision of this Agreement will be referred to the executives of the Teachers within ten (10) days of the alleged violation. The parties will attempt to resolve the grievance. Failing resolution, the grievance will be referred to arbitration as provided for in Article 11:01(3) - Meeting with the Board. Such reference will be made within fifteen (15) days of the incident giving rise to the complaint of the Board.

(8) In this Article, a working day shall be defined as a school day.

ARTICLE XI - GRIEVANCE PROCEDURE(cont'd)**11:02 ARBITRATION**

- (1) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within ten (10) working days of the reply by the Board. The recipient party shall, within ten (10) working days advise the other of the name of its appointee to the Arbitration Board.
- (2) The two appointees so selected shall, within five (5) working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the appointees fail to agree upon a Chairperson, within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. The powers of the Arbitration Board shall be the powers established under the Ontario Labour Relations Act.
- (3) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (4) Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly share the expenses of

the Chairperson of the Arbitration Board, if any.

- (5) The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act OR a regulation thereunder or the provisions of the Agreement, not to alter, modify or amend any part of this Agreement.**

ARTICLE XI - GRIEVANCE PROCEDURE (cont'd)**11:02 ARBITRATION (cont'd)**

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

11:03 EXPEDITED ARBITRATION (O.L.R.A.)

- (1) Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act, 1995.
- (2) A written request may be made after the grievance procedure (Article 11:01) has been exhausted or after thirty (30) days have elapsed from the time at which the grievance was first brought to the attention of the other party.
- (3) Despite (2) above, where the grievance concerns discharge or other termination of employment, a request may be made in writing after the grievance procedure has been exhausted or after fourteen (14) days have elapsed **from** the time which the grievance was first brought to the attention of the other party, whichever occurs first.
- (4) No such request in (2) or (3) above shall be made beyond the time stipulated for referring the grievance for arbitration.

11:04 MEDIATION/ARBITRATION (O.L.R.A.)

As outlined in Section 50 of the Ontario Labour Relations Act, 1995 either party, at any time, may agree to refer to one or more grievances to a grievance mediation or mediation arbitration for

the purpose of resolving the grievance in an expeditious and informal manner.

ARTICLE XII

The Board shall provide a copy of this Agreement to every teacher within thirty (30) school days after the date of the ratification by both parties.

ARTICLE XIII - BOARD FINANCIAL DIFFICULTY

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

ARTICLE XIV - ADMINISTRATION OF MEDICATION TO STUDENTS

The Board shall consult with the teachers prior to making any changes to the Board's "Administration of Medication" Policy.

ARTICLE XV - PROBATIONARY PERIOD

A newly hired teacher shall have a one (1) year probationary period. The probationary period shall be determined without counting any leaves of absence in excess of twenty (20) working days for any purpose. A long term occasional teacher who is subsequently hired to a regular teaching position shall have his/her probationary period reduced by the length of his/her most recent long-term occasional assignment provided that the time between the end of the long term occasional assignment and the commencement of regular employment does not exceed forty (40) working days. The foregoing shall also apply to continuing education teachers teaching credit course(s) in a day school.

ARTICLE XVI - ACTING PRINCIPALS AND VICE-PRINCIPALS

The parties agree that a teacher may be appointed to the position of acting Principal or acting Vice-Principal for a period not to exceed one (1) school year. For purposes of determining seniority, service in an acting position

shall be considered as continuous service within the Bargaining Unit.

DATED at Oshawa, Ontario, this day of

**FOR THE DURHAM CATHOLIC
DISTRICT SCHOOL BOARD**

**FOR OECTA DURHAM
SECONDARY UNIT**

Mary Ann Martin, Chair of the Board

Donald Campbell

Fred Jones,
Board Negotiating Committee

Laurie Corrigan

Jim McCafferty,
Board Negotiating Committee

William Godfrey

Scott Murdock
Board Negotiating Committee

Robert McDonnell, President

Roy Rodrigues

LETTER OF UNDERSTANDING

Revised: January 9, 2003

FRAMEWORK FOR THE TEACHER ADVISOR
PROGRAM (TAP)

1. Teacher Advisor Program (TAP) will be implemented only in grades nine and ten on the basis of a thirty (30) minute block of time banked weekly as per the attached schedule.
2. Students in grades eleven and twelve will remain in their respective subject classes during TAP time.
3. Teachers of grades eleven and twelve classes will have the equivalent to TAP time credited as supervision time for the purpose of their teacher workload assignment.
4. Teachers who are not scheduled to a regular class, during the designated TAP period may be assigned by the principal to a TAP grouping, remediation, supervision or on call.
5. TAP will be associated with the specific class period attached to the homeroom.
6. TAP will be delivered in thirty (30) minute modules per week based on each school's schedule.
7. Resource materials will be provided to enable teachers in the delivery of the TAP program. Teachers may use materials in addition to those provided to facilitate instruction.

Original signed by:

FOR THE BOARD

FOR OECTA SECONDARY

M.A. Martin,
Board Negotiating Committee

B. McDonnell, President
OECTA Durham Secondary Unit

J. McCafferty,
Board Negotiating Committee

Don Campbell, First V.P.
OECTA Durham Secondary Unit

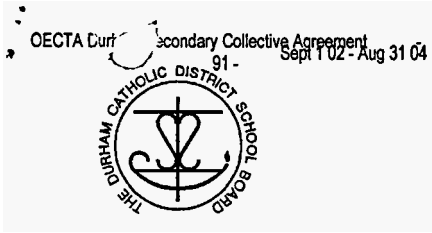
LETTER OF UNDERSTANDING

Revised: January 9, 2003

**TEACHER ADVISOR PROGRAM (TAP)
PROPOSED SCHEDULING**

MONDAY THROUGH FRIDAY			TAP DAY - ONCE EVERY WEEK ON DAY DESIGNATED BY SCHOOL		
Warning Bell	0.34375		0.3438		Warning Bell
Period 1 (75 min)	0.34722	0.399	0.3472	0.39931	Period 1 (75 min)
Period 2 (81 min)	0.40278	0.459	0.4028	0.43819	Period 2 (51 min)
Home Room	0.45903	0.466	0.4382	0.44514	Home Room
Period 3 (40 min)	0.46597	0.494	0.4451	0.46597	TAP (30 min)
Period 4 (40 min)	0.49375	0.522	0.466	0.49375	Period 3 (40 min)
Period 5 (40 min)	0.52153	0.05	0.4938	0.52153	Period 4 (40 min)
Period 6 (75 min)	0.0493	0.101	0.5215	0.0493	Period 5 (40 min)
Dismissal		0.101	0.049	0.10139	Period 6 (75 min)
				0.10139	Dismissal

a



The Durham Catholic District School Board

CLASS SIZE MAXIMA

(As per the current contract)

Single Section Classes	Absolute Max	Multi-level Classes (one grade only)	Absolute Max	Multi-level and Multigrade	Absolute Max
A. SECONDARY REFORM					
1. Grade 9 and 10					
(a) Non-Technical		Non Technical		(a) Non Technical	
Academic (D)	31	Academic (D) / Applied (P)	26	Academic (D) / Applied (P)	23
Applied (P)	28	Academic (D) / Essential (E)	20	Academic (D) / Essential (E)	18
Essential (E)	22	Academic (D) / Open (O)	28	Academic (D) / Open (O)	25
Open (O)	30	Applied (P) / Essential (E)	20	Applied (A) / Essential (E)	18
		Applied (P) / Open (O)	26	Applied (A) / Open (O)	23
		Essential (E) / Open (O)	20	Essential (E) / Open (O)	18
(b) Tech & Prac F.S.		2. Grade 11 and 12			
Open (O)	24	(a) Non Technical		2. Grade 11 and 12	
		University (U) / Univ-Coll (M)	26	(a) Non Technical	
		University (U) / College (C)	26	University (U) / Univ-Coll (M)	23
2. Grade 11 and 12		University (U) / Workplace (E)	20	University (U) / College (C)	23
(a) Non Technical		University (U) / Open (O)	28	university (U) / Workplace (E)	18
university (U)		Univ-Coll (M) / College (C)	26	University (U) / Open (O)	25
University / College (M)	31	Univ-Coll (M) / Workplace (E)	20	Univ-Coll (M) / College (C)	23
College (C)	28	Univ-Coll (M) / Open (O)	26	Univ-Coll (M) / Workplace (E)	18
Workplace (E)	28	College (C) / Workplace (E)	20	Univ-Coll (M) / Open (O)	23
Open (O)	22	College (C) / Open (O)	26	Univ-Coll (M) / Workplace (E)	18
	30	Workplace (E) / Open (O)	20	College (C) / Workplace (E)	18
				College (C) / Open (O)	23
(b) Tech. & Prac. F.S.		(b) Tech & Prac. F.S.		Workplace (E) / Open (O)	18
University-College (M)		Univ-Coll (M) / College (C)	20		
College (C)	24	Univ-Coll (M) / Workplace (E)	19	(b) Tech & Prac. F.S.	
Workplace (E)	22	College (C) / Workplace (E)	19	Univ-Coll (M) / College (C)	18
	21			Univ-Coll (M) / Workplace (E)	17
				College (C) / Workplace (E)	17
				3. Grade 9/10 & Grade 11/12	
				(a) Non-Technical	
				Academic (D) / University (U)	25
				Academic (D) / Univ-Coll (M)	23
				Academic (D) / College (C)	23
				Academic (D) / Workplace (E)	18
				Academic (D) / Open (O)	25
				Applied (P) / University (U)	23
				Applied (P) / Univ-Coll (M)	23
				Applied (P) / College (C)	23
				Applied (P) / Workplace (E)	18
				Applied (P) / Open (E)	23
				Workplace (F) / University (U)	18
				Workplace (E) / Univ-Coll (M)	18
				Workplace (E) / College (C)	18
				Workplace (E) / Workplace (E)	18
				Essential (E) / Open (O)	23
				Open (O) / University (U)	23
				Open (O) / Univ-Coll (M)	18
				Open (O) / College (C)	
				Open (O) / Workplace (C)	
				(b) Tech & Prac F.S.	19
				Open (O) / Univ-Coll (M)	18

Multi-Grade Classes (one level only)	Absolute Max
1. <u>Grade 9 and 10</u>	
(a) Non Technical	
Academic (D)	25
Applied (P)	23
Essential (E)	18
Open (O)	25
(b) Tech & Prac F.S.	
Open (O)	19
2. <u>Grade 11 and 12</u>	
(a) Non Technical	
University (U)	25
University/College (M)	23
College (C)	23
Workplace (E)	18
Open (O)	25
(b) Tech. & Prac. F.S.	
University-College (M)	19
College (C)	16
Workplace (E)	17