

In the Matter of an Arbitration

Between

Dufferin-Peel Catholic District School Board

[Employer]

- and -

O.E.C.T.A.

[Union]

And In the Matter of Supervision Maxima

Before: M.B. Keller, Arbitrator

AWARD AND ORDER

1. Implementation during 2009-2010 School year

- (a) Effective June 1, 2010 and for balance of school year:
 - (i) No teacher to exceed 180 minutes per week inclusive of inclement weather. No exceptions.
 - (ii) 360 minutes per teacher per month except that the max is to be prorated for months with school holidays.
 - (iii) If any teacher exceeds 360 in a month, then the following month the teacher will be assigned a reduced supervision schedule of less than 360 minutes such that the average over the two months is 360 minutes per month inclusive of inclement weather.
 - (iv) In order to achieve that reduced schedule, no teacher in the elementary bargaining unit will be asked or required to make up the difference in supervision which would otherwise be assigned to the teacher who exceeded the 360 maximum the previous month.
 - (v) Board will have a tracking form for each school which includes each teacher at the school and the supervision minutes assigned the previous month. Information on form to be prepared by the School Principal or Vice Principal.
 - (vi) Form for the previous month to be submitted by the Principal or Vice Principal to members of LSSAC no later than one week after the end of the month.
 - (vii) Within one week after the end of the month, the OECTA representative on LSSAC will submit the form to OECTA and the Principal or Vice Principal will submit the form to the Family of Schools Superintendent. In the event of a violation, the Family of Schools Superintendent will submit the form to the Board's ER Department.
 - (viii) No reduction in teacher librarians for the balance of the 2009-2010 school year.

2. Implementation during 2010 - 2011 school year

- (a) Effective September 1, 2010, the following (seventh) paragraph of the Letter of Understanding No. 5 from the OECTA Elementary Teacher's Collective Agreement September 1, 2008 to August 31, 2010, shall be deleted:

“From the enhanced funding introduced as part of the Elementary Pupil Foundation Grant (under the Provincial Discussion Table (PDT) Agreement between OECTA and OCSTA - May 1, 2008) the Board will provide a further 10.0 FTE of Teacher Librarians (which would be sustained only until June 30, 2012) beyond the Ministry funding (as indicated in the technical Paper under the Teacher - Librarian line) of which 3.8 FTE will be used for planning time.”

- (b) Effective September 1, 2010, there will be strict compliance with the maximum supervision caps for the balance of the collective agreement.
- (c) Paragraphs 1(v), (vi) and (vii) above in place for 2010, to remain in effect for the remainder of the collective agreement.

3. Outstanding Grievances

- (a) OECTA to withdraw all existing individual, group and policy grievances regarding supervision maxima up to date of this Order.
- (b) Within two weeks of this Order, Board to pay to OECTA the sum of \$15, 000.

4. Common Principles

- (a) It is agreed that the weekly maxima for supervision minutes include inclement weather supervision but do not include supervision that is required due to lockdown, hold and secure or shelter-in-place scenarios.
- (b) These terms are defined in the following manner:
- (i) “Lockdown”: A security procedure used by the board where there is a major incident to violence of threat of violence within a school or in relation to a school.

- (ii) “hold and secure”: A security procedure used when it is desirable to secure a school due to a security-related incident outside of the school (e.g., bank robbery occurs near the school but not on school property). With this procedure, the exterior doors of the school are locked until such time as the incident near the school is resolved.
- (iii) “shelter in place”: A security procedure used where it is necessary to keep all occupants within the school (or in a secure area outside of the school) in order to protect students and staff and/or to maintain order in the school. Examples may include fires, chemical spills, blackouts, gas leaks, structural failures, explosions, floods, earthquakes, tornadoes, the critical injury or death of a staff member or student, or any other scenario that requires extraordinary attention to the safety of students and staff.

2. Enforcement

- (a) In the event that a teacher’s supervision time in a week exceeds the weekly limits (as disclosed by the form in paragraph 1(a) (v) above) that teacher’s weekly supervision time would be reduced by a corresponding amount in one or more of the weeks in the following month.
- (b) The Board shall have the discretion to determine how this reallocation in supervision time would be applied to the teacher’s supervision time schedule for the month. The minutes that were eliminated from the teacher’s supervision time would not be covered by another member of OECTA-Elementary.
- (c) For example, for the 2010-11 school year, if the tracking forms disclosed that a teacher’s supervision time for the month of February was in the following amounts:
 - Week 1: 80 minutes
 - Week 2: 110 minutes
 - Week 3: 80 minutes
 - Week 4: 80 minutes

That teacher would have worked 30 minutes over the limit in Week 2. The Board would therefore be required to reconfigure that teacher’s

schedule for March by providing for a reduction in supervision time of 30 minutes. It would have a number of options at its disposal, including:

- Week 1: 60 minutes
 - Week 2: 80 minutes
 - Week 3: 70 minutes
 - Week 4: 80 minutes
- (d) It is the Board's intent to adhere to the supervision maxima and, as a result, it does not anticipate that breaches will occur. If they do occur at a particular school, the Board will act promptly to ensure that they do not occur repeatedly.
- (e) The Board will develop an accountability process for principals at each school that would be triggered in the event of a breach of the weekly limits. This accountability process would involve communication and/or meetings between the Family of Schools superintendent and the principal.
- (f) This approach will apply in connection with up to three (3) breaches of the weekly limits per teacher for the school year. In the unlikely event that there were more than three (3) breaches per teacher in a school year, OECTA could choose between (a) reallocation in accordance with paragraph 5(b) above or (b) proceeding to arbitration before Brian Keller with its claims for a remedy.
- (g) I remain seized of all issues arising from above.
- (h) OECTA and the Board have the right to publish this Order. OECTA has the right to publish a list of non-compliant schools.

Ottawa, this 2nd Day of June, 2010



M.B. Keller, Arbitrator