

# **Collective Agreement**

**Between OECTA Occasional Teacher's Local (Sudbury Unit)  
and  
The Sudbury Catholic District School Board**

(Includes Extension agreement from September 1, 2017 to August 31, 2019)

**September 1, 2014 to  
August 31, 2019**

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## **Part A: CENTRAL TERMS**

### **1. TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT**

#### **1.1 Term of Agreement**

The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

#### **1.2 Amendment of Terms**

The central terms of this agreement, excepting term, may only be amended during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

#### **1.3 Notice to Bargain**

Whereas central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with that Act, and with the *Labour Relations Act*. Notice to bargain centrally constitutes notice to bargain locally.

### **2. SALARY, WAGES, ALLOWANCES**

#### **2.1 Boards shall adjust their current salary grids, wage schedules and allowances in accordance with the following schedule:**

**2.1.1** September 1, 2014: 0%

**2.1.2** September 1, 2015

**2.1.2.1** Restoration of grid movement

**2.1.2.2** Provisions in collective agreements between OECTA and English language separate district school boards which delay movement through and across salary grids in accordance with experience and qualifications until the 97<sup>th</sup> day of the school year shall be deemed to be null and void and thereafter, shall not form part of those collective agreements.

**2.1.2.3** Lump Sum Payments

##### **2.1.2.3.1 Permanent Teachers**

Other than occasional teachers and term assignment teachers, all bargaining unit teachers employed by an English-language separate district school board on September 8, 2015, shall be paid a lump sum amount equal to 1% of earned wages in effect September 1, 2015. For clarity, a teacher need not be actively at work on September 8, 2015 as a condition of entitlement to the lump sum. The lump sum is payable within 30 days of the ratification of the Memorandum of Local Terms.

In the event that a teacher in the employ of a board resigns, retires or is terminated prior to the end of the 2015 – 2016 school year, there shall be no recovery of any of the lump sum payment.

#### **2.1.2.3.2 Occasional and Term Assignment Teachers**

**2.1.2.3.2.1** All Occasional teachers and teachers in a term assignment in the employ of an English-Language separate district school board on September 8, 2015 shall be paid a lump sum amount equal to 1% of earned wages for the period September 1, 2015 to June 30, 2016 payable not later than July 30, 2016 or thirty days (30) from the date of ratification of the memorandum of settlement of local terms, whichever is later.

**2.1.2.3.2.2** For clarity, an occasional teacher or a teacher in a term assignment need not be actively at work on September 8, 2015 as a condition of entitlement to the lump sum.

**2.1.2.3.2.3** For purposes of all the foregoing payments and increases, employment commences upon the offer and acceptance of a teaching position.

#### **2.1.3 September 1, 2016**

**2.1.3.1** The parties agree that a 1% increase shall be applied to salary grids, wage schedules and to position of responsibility allowances.

**2.1.4** The parties further agree that on the 98<sup>th</sup> day of the 2016/2017 school year a further increase of 0.5% shall be applied to salary grids, wage schedules and to position of responsibility allowances.

### **3. SICK LEAVE/SHORT-TERM LEAVE AND DISABILITY PLAN – PERMANENT TEACHERS**

#### **3.1 Sick Leave Benefit Plan**

The school board will provide a sick leave/short-term leave and disability plan which will provide sick leave days and short-term leave and disability coverage to permanent full-time and part-time teachers, when the teacher is ill or injured or for purposes of personal medical appointments as described below. Teachers employed in a term position (including but not limited to adult and continuing education assignments) or filling a long-term assignment, shall be eligible to receive sick leave benefits under this plan in accordance with the provisions in the Sick Leave/Short-Term Leave and Disability Plan – Long-Term Occasional Teachers and Teachers

Employed in a Term Position. A teacher is eligible for a full allocation of sick leave and short-term leave and disability plan days regardless of start date of employment. Sick leave/Short-Term Leave and Disability Plan days will be deducted in increments consistent with existing practices.

### **3.2 Sick Leave Days**

Subject to paragraphs **3.4-3.8** below, full-time teachers will be allocated eleven (11) sick days payable at one hundred percent (100%) of salary on the first day of each school year. (Clarification- For permanent full time teachers the rate will be calculated by dividing annual grid salary inclusive of any applicable allowances, by 194.) When a teacher's employment status is less than full time, the teacher's eligibility for sick leave credits shall be prorated by the ratio that the teacher's FTE status is to full time status. Teachers on an unpaid leave of absence are not eligible to access benefits under this article for the portion of the workday for which the teacher is on an unpaid leave of absence. Sick leave days may be used for reasons of personal illness and injury, and personal medical appointments.

### **3.3 Short-Term Leave and Disability Plan (STLDP)**

Subject to paragraphs **3.4-3.8** below, full-time teachers will be allocated one hundred and twenty (120) STLDP days on the first day of each school year. If a teacher's employment status is less than full time, the teacher's eligibility for short-term disability days shall be prorated by the ratio that the teacher's FTE status is to full time status. Teachers on an unpaid leave of absence are not eligible to access benefits under this article for the portion of the workday for which the teacher is on an unpaid leave of absence. Teachers eligible to access short-term leave and disability coverage shall receive payment equivalent to ninety percent (90%) of annual grid salary (calculated by annual grid salary inclusive of any applicable allowances, multiplied by 90% divided by 194), in accordance with the terms of this central agreement.

### **3.4 Teacher Pension Plan Implications**

- 3.4.1** Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;
- 3.4.2** The government/employer will be obligated to match these contributions;
- 3.4.3** If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to active employment whether on a part time or graduated basis.
  - 3.4.3.1** If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin and the government/employer will be obligated to match these contributions.

- 3.4.3.2** If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

### **3.5 Eligibility and Allocation**

- 3.5.1** The allocations outlined in paragraphs **3.2** and **3.3** above, will be provided on the first day of each school year. In the event that a teacher is absent on the first day of the school year, the allocations outlined in paragraphs **3.2** and **3.3** above will be granted subject to the restrictions outlined in paragraphs **3.5.3** to **3.5.5**. If a teacher is absent on the last day of a school year and the first day of the following school year for unrelated reasons, the allocations outlined in paragraphs **3.2** and **3.3** above will be provided on the first day of the school year.
- 3.5.2** Changes to the teacher's employment status during a school year shall result in an adjustment to allocations, as per **3.2 Sick Leave Days** and **3.3 Short-Term Leave and Disability Plan**.
- 3.5.3** Where a teacher is accessing sick leave and/or the short-term leave and disability plan in a school year and the absence for the same condition continues into the following school year, the teacher will continue to access any unused sick leave days or short-term disability days from the previous school year's allocation. A new allocation in accordance with paragraphs **3.2** and **3.3** will not be provided to the teacher until s/he has submitted medical clearance (consistent with the requirements of paragraph **3.7**) confirming that s/he is able to return to work and a bona fide return to work occurs.
- 3.5.4** A teacher who has utilized 131 days of combined sick leave and short-term leave and disability leave in the immediately preceding school year and continues to be absent for the same condition must provide medical clearance (consistent with the requirements of paragraph **3.7**) confirming s/he is able to return to work and a bona fide return to work occurs, before s/he will be allocated further leave under this Article in the next school year.
- 3.5.5** A teacher returning from a long-term disability leave must provide medical clearance (consistent with the requirements of paragraph **3.7**) confirming s/he is able to return to work and a bona fide return to work occurs for the teacher to receive a new allocation of sick leave/short-term leave and disability leave. If the teacher has a recurrence of the same illness or injury the teacher is required to apply to reopen the previous LTD or WSIB claim.
- 3.5.6** WSIB remains first payor. A teacher who is receiving benefits under the *Workplace Safety and Insurance Act*, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under WSIB, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the WSIB of the claim, the teacher may access sick leave and short-term leave and disability



coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB has adjudicated and approved the claim. In the event that the WSIB does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.

**3.5.7** LTD remains first payor. A teacher who is receiving benefits under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under an LTD plan, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the LTD carrier of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the LTD carrier has adjudicated and approved the claim. In the event that the LTD carrier does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.

**3.5.8** Where a teacher is not receiving benefits from another source, and is working less than their full time equivalency in the course of a graduated return to work as the teacher recovers from an illness or injury, the teacher may use any sick/short-term leave and disability allocation remaining, if any, for the portion of the day where the teacher is unable to work due to illness or injury. A partial sick/short-term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to a full instructional day.

### **3.6 Short-Term Leave and Disability Plan Top-Up (STLDPT)**

For teacher absences that extend beyond the eleven (11) sick leave days provided above, teachers will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short-term Leave and Disability Plan.

This top up is calculated as follows:

- 3.6.1** Eleven (11) days less the number of sick days used in the prior year. These days constitute the top-up bank.
- 3.6.2** In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary as described in **3.6.1** above.

- 3.6.3** When teachers use any part of a short-term sick leave day they may access their top-up bank to top up their salary to 100%. For clarity, one day in a top-up bank may be used to top-up ten days of STLDP from 90% to 100% of salary.

### **3.7 Administration**

- 3.7.1** A school board may request medical confirmation of illness or injury confirming the dates of absence, the reason therefore (omitting a diagnosis), the teacher's prognosis and any limitations or restrictions. Medical confirmation will be required to be provided by the teacher as determined by the school board for absences of 5 consecutive days or greater. Boards are entitled to make reasonable follow up requests and seek reasonable periodic updates. Requests shall be sent to the teacher who shall be responsible for authorizing their medical practitioner to respond in a timely fashion. The medical confirmation and follow up requests may be required to be provided in the attached form (**Appendix B**) or on forms as mutually agreed between the school board and the Association, where appropriate. Where a school board requires the completion of the attached form (or other similar form) it shall reimburse the cost up to a maximum of \$45.00, or in accordance with existing practice (i.e. the manner in which it was reimbursed as of August 31, 2014).
- 3.7.2** School boards shall provide to the local unit president(s) a list of all teachers who have been absent for eleven (11) or more consecutive days within a week following the end of each calendar month. This report shall be for the purpose of activating the early intervention program associated with the OECTA LTD plan.
- 3.7.3** Teachers returning to work after an extended medical leave of absence or seeking accommodation will be required to provide medical clearance (consistent with the requirements herein) providing confirmation of fitness to return to work, outlining any limitations or restrictions prior to returning to active employment. A return to work meeting shall occur prior to the teacher returning to active employment. The returning teacher, the unit president (or designate) and Human Resource Supervisory Officer (or designate) shall be notified of and entitled to attend the return to work meeting. The parties agree that return to work meetings are to be scheduled in a timely manner but not more than ten (10) weekdays after receiving medical clearance and any reasonably required follow up to return to active employment. Requests for follow up information shall be made in a timely manner. The timelines may be extended if there are extenuating circumstances, by mutual agreement.
- 3.7.4** In cases where a teacher refuses to reasonably cooperate in the administration of the sick leave and short-term leave and disability plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between OECTA and the school board. Compensation will not be denied for the sole reason that the medical

practitioner refuses to provide the required medical information. In such cases, a school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury at issue of the school board's choice at the school board's sole expense.

In cases where the teacher's failure to cooperate is the result of a medical condition, the board shall consider those extenuating circumstances in arriving at a decision.

- 3.7.5** Medical information collected under this article will not be subject to unreasonable review by boards. Boards will accommodate limitations and restrictions consistent with their duty to accommodate.

### **3.8 Long Term Disability (LTD)**

- 3.8.1** The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
- 3.8.2** Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.
- 3.8.3** The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **3.8.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.
- 3.8.4** All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 3.8.5** The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 3.8.6** The school boards shall enroll all teachers, identified in paragraph **3.8.4** above, in the Long-Term Disability Plan in the manner prescribed by the Association.
- 3.8.7** The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph **3.8.4** above represented by the Association with LTD Claim kits.

- 3.8.8** The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.
- 3.8.9** The Association shall consider requests by the Dufferin-Peel, Huron-Superior and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph **3.8.8** above unless otherwise agreed to by those school boards and the respective local units of the Association.
- 3.8.10** The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
- 3.8.11** The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in **3.8.9** above.
- 3.8.12** The school board shall provide the local unit notice regarding all individuals who begin to access the short-term leave and disability plan.
- 3.8.13** School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
- 3.8.14** School boards shall participate in return to work programs initiated on behalf of disabled teachers.
- 3.8.15** School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays 100% of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).
- 3.8.16** LTD is separate and distinct from STLDP and sick leave. An unsuccessful LTD claim does not preclude a teacher from receiving STLDP and sick leave.

#### **4. SICK LEAVE/SHORT-TERM DISABILITY PLAN – LONG-TERM OCCASIONAL TEACHERS AND TEACHERS EMPLOYED IN A TERM POSITION**

##### **4.1 Sick Leave Benefit Plan**

The school board will provide a sick leave/short-term leave and disability plan which will provide sick leave days and short-term leave and disability coverage to teachers employed in a term position (including but not limited to adult and continuing education assignments) or filling a long-term assignment, when the

teacher is ill or injured or for purposes of personal medical appointments as described below. Sick leave/Short-Term Leave and Disability Plan days will be deducted in increments consistent with existing practices.

#### **4.2 Sick Leave Days**

Subject to paragraphs 4.4 - 4.6 below, teachers employed by a board to fill a term or long-term teaching assignment that is a full year will be allocated eleven (11) sick days payable at one hundred percent (100% - calculated by dividing annual grid salary, inclusive of any applicable allowances, by 194 OR their daily rate, as applicable) allocated at the commencement of the assignment. A teacher who is employed by a board to fill a term or long-term teaching assignment that is less than a full year will be allocated eleven (11) sick days, reduced to reflect the proportion the assignment bears to the length of the regular work year (194 days), and allocated at the start of the assignment. If a teacher's employment status is less than full-time, the teacher's allocation of sick leave credits shall be prorated by the ratio that the teacher's FTE status is to full-time status. Sick leave days may be used for reasons of personal illness and injury, and personal medical appointments.

#### **4.3 Short-Term Leave and Disability Plan (STLDP)**

**4.3.1** Subject to paragraphs 4.4 - 4.6 below, a teacher employed by a board to fill a term or long-term teaching assignment that is a full year will be allocated one hundred and twenty (120) STLDP days on the first day of the teacher's assignment. A teacher who is employed by a board to fill a term or long-term teaching assignment that is less than a full year will be allocated one hundred and twenty (120) STLDP days, reduced to reflect the proportion the assignment bears to the length of the regular work year (194 days), and allocated at the start of the assignment. If a teacher's employment status is less than full time, the teacher's eligibility for short-term leave and disability days shall be prorated by the ratio that the teacher's FTE status is to full time status. Teachers eligible to access short-term leave and disability coverage shall receive payment equivalent to ninety percent (90%) of their applicable salary or daily rate.

**4.3.2** A teacher employed by a board to fill a term or long-term teaching assignment may carry over unused sick leave from one term or long-term teaching assignment to another term or long-term teaching assignment within the same school year.

#### **4.4 Teacher Pension Plan Implications**

**4.4.1** Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;

**4.4.2** The government/employer will be obligated to match these contributions;

**4.4.3** If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease and the employee is not eligible to earn

pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to active employment whether on a part time or graduated basis.

- 4.4.3.1** If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTD/LTIP benefits begin and the government/employer will be obligated to match these contributions.
- 4.4.3.2** If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

#### **4.5 Eligibility and Allocation**

- 4.5.1** The allocations outlined in paragraphs **4.2** - **4.3** above, will be provided on the first day of the term or long-term assignment.
- 4.5.2** Sick leave and short-term leave and disability plan leave may only be accessed by teachers in the school year in which the allocation was provided. A teacher may use any remaining allocation of sick leave or short-term leave and disability leave in a subsequent term or long-term assignment, provided the assignments occur in the same school year.
- 4.5.3** Changes to the teacher's assignment during a school year shall result in an adjustment to allocations, as per **4.2 Sick Leave Days** and **4.3 Short-Term Leave and Disability Plan**.
- 4.5.4** WSIB remains first payor. A teacher who is receiving benefits under the *Workplace Safety and Insurance Act*, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under WSIB, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the WSIB of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB has adjudicated and approved the claim. In the event that the WSIB does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.
- 4.5.5** LTD remains first payor. A teacher who is receiving benefits under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under an LTD plan, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the LTD carrier of the claim, the teacher may access

sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the LTD carrier has adjudicated and approved the claim. In the event that the LTD carrier does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.

- 4.5.6** Where a teacher is not receiving benefits from another source, and is working less than their full time equivalency in the course of a graduated return to work as the teacher recovers from an illness or injury, the teacher may use any sick leave/short-term disability leave allocation remaining, if any, for the portion of the day where the teacher is unable to work due to illness or injury. A partial sick leave/short-term disability leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to a full instructional day.

#### **4.6 Administration**

- 4.6.1** A school board may request medical confirmation of illness or injury confirming the dates of absence, the reason therefore (omitting a diagnosis), the teacher's prognosis and any limitations or restrictions. Medical confirmation will be required to be provided by the teacher as determined by the school board for absences of 5 consecutive days or greater. Boards are entitled to make reasonable follow up requests and seek reasonable periodic updates. Requests shall be sent to the teacher who shall be responsible for authorizing their medical practitioner to respond in a timely fashion. The medical confirmation and follow up requests may be required to be provided in the attached form (**Appendix B**) or on forms as mutually agreed between the school board and the Association, where appropriate. Where a school board requires the completion of the attached form (or other similar form) it shall reimburse the cost up to a maximum of \$45.00, or in accordance with existing practice (i.e. the manner in which it was reimbursed as of August 31, 2014).
- 4.6.2** Teachers returning to work after an extended medical leave of absence or seeking accommodation will be required to provide medical clearance (consistent with the requirements herein) providing confirmation of fitness to return to work, outlining any limitations or restrictions prior to returning to active employment. A return to work meeting shall occur prior to the teacher returning to active employment. The returning teacher, the unit president (or designate) and Human Resource Supervisory Officer (or designate) shall be notified of and entitled to attend the return to work meeting. The parties agree that return to work meetings are to be scheduled in a timely manner but not more than ten (10) weekdays after receiving medical clearance and any reasonably required follow up to return to active employment. Requests for follow up information shall be made in a timely manner. The timelines may be extended if there are extenuating circumstances, by mutual agreement.
- 4.6.3** In cases where a teacher refuses to reasonably cooperate in the administration of the sick leave and short-term leave and disability plan, access to

compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between OECTA and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. In such cases, a school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury at issue of the school board's choice at the school board's sole expense.

In cases where the teacher's failure to cooperate is the result of a medical condition, the board shall consider those extenuating circumstances in arriving at a decision.

- 4.6.4** Medical information collected under this article will not be subject to unreasonable review by boards. Boards will accommodate limitations and restrictions consistent with their duty to accommodate.

#### **4.7 Long Term Disability (LTD)**

- 4.7.1** The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
- 4.7.2** Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.
- 4.7.3** The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **4.7.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.
- 4.7.4** All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 4.7.5** The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 4.7.6** The school boards shall enroll all teachers, identified in paragraph **4.7.4** above, in the Long-Term Disability Plan in the manner prescribed by the Association.



- 4.7.7** The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph **4.7.4** above represented by the Association with LTD Claim kits.
- 4.7.8** The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.
- 4.7.9** The Association shall consider requests by the Dufferin-Peel, Huron-Superior, and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph **4.7.8** above, unless otherwise agreed to by those school boards and the respective local units of the Association.
- 4.7.10** The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
- 4.7.11** The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in **4.7.9** above.
- 4.7.12** The school board shall provide the local unit notice regarding all individuals who begin to access the short term leave and disability plan.
- 4.7.13** School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
- 4.7.14** School boards shall participate in return to work programs initiated on behalf of disabled teachers.
- 4.7.15** School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays one hundred percent (100%) of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).

**4.7.16** LTD is separate and distinct from STLDP and sick leave. An unsuccessful LTD claim does not preclude a teacher from receiving STLDP and sick leave.

## **5. RETIREMENT GRATUITIES AND VOLUNTARY EARLY PAYOUT PLAN**

- 5.1** Effective August 31, 2012, employees eligible for a retirement gratuity (as set out in the **Letter of Agreement #2**) shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
- 5.2** A Teacher eligible for a Sick Leave Credit retirement gratuity in accordance with **5.1** above, may request a payout of his/her gratuity by no later than May 31, 2016. The payout shall be made by August 31, 2016.
- 5.3** The payout for teachers under the age of fifty-eight (58) as of June 30, 2016 shall be equivalent to the present discounted value of **5.1** above based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.
- 5.4** The payout for teachers who have reached the age of fifty-eight (58) as of June 30, 2016 shall be equivalent to the present discounted value of **5.1** above based on a discount rate of two percent (2%).

## **6. PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT**

- 6.1** Should an existing local collective agreement provision provide a greater benefit to a teacher than the benefit provided by this provision, the existing provision shall prevail.
- 6.2** "Teachers' professional judgments are at the heart of effective assessment, evaluation, and reporting of student achievement." *Growing Success: Assessment, Evaluation, and Reporting in Ontario Schools*, First Edition, 2010.

A teacher's professional judgment is the cornerstone of assessment and evaluation. Diagnostic assessment is used to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration, allows the teacher to gather data that is relevant, sufficient and valid in order to make judgments on student learning during the learning cycle.

### **6.3 Diagnostic Assessment**

- 6.3.1** Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and which is compliant with Ministry of Education PPM (PPM 155: Diagnostic Assessment in Support of Student Learning, date of issue January 7, 2013).
- 6.3.2** Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.

## **7. BENEFITS**

- 7.1** The Parties have agreed to participate in the OECTA ELHT, as set out in the appended **Letter of Agreement #5**. The date on which the board and the bargaining unit commence participation in the Trust shall be referred to herein as the "Participation Date".
- 7.2** In accordance with section 4.1.4 i) of Letter of Agreement #5 the Board will continue to provide benefits in accordance with the existing terms and conditions of the collective agreement related to life, health and dental benefit plans in effect as of August 31, 2014 until the Participation Date. Subsequent to the Participation Date, the board will cease to provide such benefits and the related collective agreement language shall cease to have effect. Notwithstanding the above, the board's obligation to provide pay in lieu for benefits to daily occasional teachers as per the local collective agreement shall continue.

## **8. EARNED LEAVE PLAN**

- 8.1** The following program is applicable to all permanent teachers.
- 8.2** OECTA bargaining units must elect between the following provision and the pre-existing attendance-related earned leave program, but shall not receive benefit under both. Such election shall be resolved prior to ratification of local collective agreements at these boards. If an OECTA bargaining unit elects a pre-existing attendance-related earned leave program, the program shall not be bargained or otherwise changed.
- 8.3** This program shall not diminish any right or entitlement under any other unpaid leave provision or practice in effect as of August 31, 2014.
- 8.4** The board will communicate no later than October 15, 2015, the 2014/2015 board average annual rate of permanent teachers' absenteeism by bargaining unit consisting of the use of paid sick leave, short-term disability, and other paid leave days excluding bereavement, jury duty, quarantine, association leave, long-term disability, and WSIB.
- 8.5** For the 2015-16 school year, each permanent teacher with a rate of absenteeism less than or equal to the greater of: the 2014-15 board average (as calculated in **8.4** above) minus one (1) day; or seven (7) days, shall be provided with one partially-

paid day (PPD) off reimbursed at the occasional teacher rate of pay and access to one voluntary unpaid day leave of absence.

- 8.6** For each subsequent year, the process outlined in **8.4** and **8.5** above continues with the appropriate adjustment in the school year dates.
- 8.7** The targets in **8.5** above shall be pro-rated for permanent teachers teaching less than 1.0 FTE.
- 8.8** PPDs and unpaid days earned under **8.5** or **8.6** can be accumulated to a maximum of six (6) days.
- 8.9** Two (2) PPDs under **8.5** or **8.6** can be combined for a paid day (PD) off at full salary.
- 8.10** Part-time teachers, teachers who were hired after the commencement of the school year, and teachers that returned from WSIB and LTD, must have worked for at least ninety-seven (97) days in the school year to be eligible. In this case, the calculation per **8.5** and **8.6** above shall be pro-rated based on the number of days worked compared to the number of school days in the year.
- 8.11** By October 15 of the applicable year, the local unit shall be advised of the average rate of absenteeism by bargaining unit. All permanent teachers shall be advised of their own rate of absenteeism, and whether the teacher is entitled under **8.5** through **8.9**.
- 8.12** Teachers requesting to schedule the leave day(s) shall provide at least twenty (20) calendar days' written notice of the requested days.
- 8.13** Access to leave days is available at any time during the school year.
- 8.14** Leave day(s) requests shall not be denied subject to reasonable system and school requirements.
- 8.15** It is understood that teachers taking a leave day(s) shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities shall be completed including but not limited to preparation of report cards.
- 8.16** The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Earned Paid Leave Plan with the following principles:

- 8.16.1** Contributions will be made by the employee/plan member on the unpaid portion of each partially-paid day (PPD) or unpaid day, unless directed otherwise in writing by the employee/plan member;

- 8.16.2** The government/employer will be obligated to match these contributions;
  - 8.16.3** The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
  - 8.16.4** The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and the Income Tax Act.
- 8.17** The Board shall report leave days to each Association Bargaining Unit, including the names of applicants and the total approvals on an annual basis.
  - 8.18** Leave days, once confirmed, are irrevocable by either the teacher or the board except by mutual consent.
  - 8.19** Leave day(s) requests are processed on a "first come, first served" basis.
  - 8.20** Request for leave days on scheduled Professional Activity days shall not be denied.
  - 8.21** Leave days may be used in conjunction with existing contractual provisions (e.g. Personal Days, other collective agreement leave provisions, etc.).
  - 8.22** All written requests for leave days shall be processed by the school board and responded to in writing within ten (10) calendar days.
  - 8.23** Leave days shall not be subject to calendar restrictions.

## **9. RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS**

- 9.1** In addition to any other applicable leave provisions, any teacher shall be entitled to a board-approved unpaid leave of absence to work at another District School Board in Ontario or any other employer. Leaves will be granted in increments of half-year (semester/term) or full-year, as requested by the teacher, but shall not exceed twenty-four (24) months. Such teacher shall return without loss of seniority within the local bargaining unit. Application for this leave shall be made prior to March 1 of the preceding school year.
- 9.2** The return of any teacher to the bargaining unit is not contingent upon there being a vacancy for which the individual is qualified.

## **10. RETURN TO BARGAINING UNIT FOR PRINCIPALS AND VICE-PRINCIPALS**

- 10.1** Any principal or vice-principal who returns to the bargaining unit within twenty-four (24) months of their appointment to administration shall be permitted to do so without loss of seniority within the local bargaining unit.
- 10.2** If a vacancy is created by the appointment it shall be filled by a permanent teacher.
- 10.3** The return of any principal or vice-principal to the bargaining unit is contingent upon there being a vacancy for which the individual is qualified. In the event that no such vacancy exists, the principal or vice-principal shall be placed on the redundancy list.

**10.4** No member of the bargaining unit shall be adversely affected by being displaced or having their assignment changed as a result of the return, in the year in which the principal or vice-principal returns to the bargaining unit.

## **11. BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)**

**11.1** Should any 2012-2014 collective agreement (including practices thereunder, Letters of Intent or Understanding, Minutes of Settlement, or other memoranda) contain superior board level joint staffing committee provisions to any central or local term, or conditions that are otherwise not addressed in central or local terms, those provisions shall endure and prevail.

**11.2** The Board-Level Joint Staffing Committee (JSC) shall meet within thirty (30) days of ratification of this agreement.

**11.3** The committee shall be comprised of equal numbers of members to be appointed by the Association and the school board respectively, not to exceed six (6) members in total.

**11.4** The committee shall have co-chairs selected by the Association and the school board respectively from among their appointees to the committee.

**11.5** The committee co-chairs shall draft agenda and discussion items collaboratively.

**11.6** At a minimum, the JSC shall meet at least once in each quarter as follows: by April 15, August 30, November 15, and January 15 of each school year, or as otherwise mutually agreed.

**11.7** Discussion items and functions shall include but are not limited to:

- Enrolment
- Class size
- Existing staffing model and staff allocation
- Monitoring compliance with respect to Ministry/collective agreement staffing requirements
- Making recommendations on and monitoring the implementation of new programs/initiatives

**11.8** The members of the JSC may request specific information to inform discussion of agenda items and the performance of the committee's functions. Without limiting the foregoing, the information provided to members of the JSC shall include:

- Information necessary to monitor compliance with staffing requirements
- Financial information that has been publicly approved by the Board
- The number of teachers employed by the school board and changes to the numbers so employed
- Class sizes as at September 30<sup>th</sup> of each school year
- Continuing Education programs and related staffing
- NTIP
- Professional learning and Learning to 18 reforms
- E-learning

- Persons employed pursuant to letters of permission, temporary letters of approval and use of uncertified teaching personnel
- Information relating to the employment or allocation of daily, long-term or permanent assignments to occasional teachers

**11.9** The School Board shall provide this information to the members of the JSC and the Association no later than seventy-two (72) hours prior to JSC meetings unless otherwise agreed.

## **12. RECALL RIGHTS**

**12.1** The parties agree that Local boards will increase the length of time contained in their local collective agreements providing rights to recall by an additional two (2) years.

**12.2** For any board collective agreement that does not provide recall rights, that board shall provide for rights of recall for a period of two (2) years.

**12.3** By mutual agreement, local parties may negotiate changes to any aspects of recall rights other than the duration of an employee's recall rights.

## **13. WSIB TOP-UP**

WSIB top up benefits shall be maintained in accordance with the 2008-2012 local collective agreement. For clarity, where the current WSIB top up is deducted from sick leave the board shall maintain the same level of top up without deduction from sick leave.

## **14. PREGNANCY LEAVE SEB PLAN**

**14.1** Teachers eligible for Employment Insurance while on pregnancy leave shall receive 100% of salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child. This amount shall be received without deduction from sick leave or short term disability coverage. The amount paid by the school board for the eight (8) week period shall be equal to the teacher's annual salary divided by the number of school days in a school year (194 days), less the amount the teacher receives from Employment Insurance.

**14.2** Teachers not eligible for Employment Insurance while on pregnancy leave will receive 100% of salary from the employer for a total of not less than eight (8) weeks, with no deduction from sick leave or short term disability coverage. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time. When the birth of the teacher's child occurs in a non-work period, she will nevertheless be provided with payment for the 2 week waiting period as part of the 8 week SEB.

- 14.3** Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and short term disability coverage through the school board's normal adjudication process.
- 14.4** Long Term Occasional Teachers, or teachers hired in term positions, shall be eligible for the SEB as described herein for a maximum of eight (8) weeks with the length of the benefit limited by the term of the assignment. Teachers on daily casual assignments are not entitled to the benefits outlined in this article.
- 14.5** For clarity, the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible teachers. Where superior maternity entitlements existed in the 2008-2012 collective agreement, those superior provisions shall continue to apply.
- 14.6** Notwithstanding **14.1** through **14.5** above, where a bargaining unit so elects, the SEB or salary replacement plan noted above will be altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits contained in the 2008-2012 collective agreement. For example, a 2008-2012 collective agreement that includes 17 weeks at 90% would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.

## **15. STATUTORY LEAVES OF ABSENCE/SEB**

### **15.1 Family Medical Leave or Critically Ill Child Care Leave**

- 15.1.1** Family Medical Leave or Critically Ill Child Care leaves granted to a teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- 15.1.2** The teacher will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- 15.1.3** A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- 15.1.4** Seniority and experience continue to accrue during such leave(s).
- 15.1.5** Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- 15.1.6** In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with **15.1.7** to **15.1.10**, if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term leave and disability plan.

### **Supplemental Employment Benefits (SEB)**



- 15.1.7** The Employer shall provide for permanent teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The permanent teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- 15.1.8** Long Term Occasional Teachers with an assignment of at least ninety-seven (97) school days in length shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- 15.1.9** SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 15.1.10** The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

## **16. PAID LEAVES OF ABSENCE**

- 16.1** For permanent teachers and long-term occasional teachers, any leave of absence for reasons other than illness or injury that, under a provision of the 2008-12 Collective Agreement or board practices and policies in effect during the 2008-2012 collective agreement that utilized deduction from sick leave, shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Collective agreements or board practices and policies in effect from September 1, 2012 to August 31, 2014, that had five (5) days or less, shall remain at that number. Collective agreements or board practices and policies in effect from September 1, 2012 to August 31, 2014 that had more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.
- 16.2** Other paid leave provisions shall remain status quo to the local collective agreement.

## **17. HIRING PRACTICES**

### **17.1** Hiring Practice

The following language shall be incorporated into every local occasional teacher collective agreement:

Occasional Teachers (OTs) play a critical role in the educational achievement of Ontario's students and Ontario's new teachers are increasingly relying on occasional teaching assignments as their introduction to the teaching profession. The OT role is challenging and builds experience which should be recognized by Boards in the hiring for Long Term Occasional (LTO) and/or permanent positions. It is critical that the process to gain such positions be fair and transparent.

#### **17.1.1** Seniority

Seniority as an Occasional Teacher shall commence on the most recent date of hire to the Occasional Teacher Bargaining Unit and shall continue uninterrupted thereafter.

**17.1.2 The Occasional Teacher Seniority Roster (the "Roster")**

**17.1.2.1** The Roster shall provide, in decreasing order of seniority, the names of the Occasional Teachers, the most recent date of hire to the Occasional Teacher Bargaining Unit (seniority date), and experience.

**17.1.2.2** For the purpose of establishing the order of the Roster, where seniority is equal among two (2) or more Occasional Teachers, the tie shall be broken according to the following criteria and in the following order, based on the greater experience:

**17.1.2.2.1** Experience accrued as a member of the Occasional Teacher Bargaining Unit, defined as the total number of days worked since the most recent date of hire to the Bargaining Unit (seniority date);

**17.1.2.2.2** Teaching experience as a certified teacher in Ontario;

**17.1.2.2.3** Or failing that, by lot conducted in the presence of the President of the Occasional Teacher bargaining unit or designate.

**17.1.2.3** The Board shall provide the Roster, as at September 1st of each school year, to the Bargaining Unit and shall distribute a copy of the Roster to each teacher worksite by Sept 30<sup>th</sup> of each school year. The Board shall post the Roster on the OECTA bulletin board at each work site.

**17.1.3 The Hiring of Occasional Teachers in Long Term Assignments:**

Subject to denominational rights enjoyed by a Separate School Board, the following shall be the process for the hiring of Occasional Teachers into Long Term assignments:

**17.1.3.1** A Long-Term Occasional Teacher Placement List (the "LTO List") shall be generated through the following processes:

**17.1.3.1.1** Any Occasional Teacher having a minimum of ten (10) working months seniority and having worked a minimum of 20 days in that period from the most recent date of hire, may apply to be interviewed for placement on the LTO List.

**17.1.3.1.2** Occasional Teachers who are recommended by the Board following an interview for placement on the LTO List, shall be assigned to the LTO List.

**17.1.3.1.3** Following the interview, occasional teachers not placed on the LTO List, who make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.

**17.1.3.1.4** There shall be a minimum of two (2) interview cycles each year to place Occasional Teachers onto the LTO List. These shall occur in November, and May or as mutually agreed to between the Board and the Association. Where there is mutual agreement between the Board and the Association, the number of interview cycles may be increased.

- 17.1.3.2** The School Board in which the Long-Term Occasional position is needed will hire, according to Regulation 298, one of five Occasional Teachers from the LTO List who apply and most closely match the following requirements in the following order:
- 17.1.3.2.1** Supernumerary/Redundant teachers in order of seniority.
  - 17.1.3.2.2** Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the Occasional Teacher on the LTO List who holds the required qualifications for the position, as per the *Education Act* and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), who has the greatest seniority.
  - 17.1.3.2.3** A board shall not offer to any person a LTO assignment of greater than thirty (30) school days unless a notice of the position has been posted on the board's website for at least three (3) weekdays. Each posting shall be directed to all members of the Roster.
  - 17.1.3.2.4** If the Occasional Teacher declines the assignment, the school board shall select from the remaining four teachers on the LTO List, the qualified Occasional Teacher as per **17.1.3.2.2** above.
  - 17.1.3.2.5** In the event that no qualified Occasional Teacher on the LTO List accepts the assignment or there is no qualified Occasional Teacher on the LTO List for the assignment, the Board shall fill the Long Term assignment from the Roster.
  - 17.1.3.2.6** Hire a new teacher who is not on the Roster.
- 17.1.3.3** LTO assignments of thirty (30) school days or less shall not be posted. The Board shall fill the position as follows:
- 17.1.3.3.1** Without interviewing, the Board shall offer the position to one of the five (5) most senior qualified occasional teachers from the LTO List who are available for the assignment.
  - 17.1.3.3.2** In the event that the chosen occasional teacher identified turns down the assignment, then the Board shall offer the position to another of the five (5) in **17.1.3.3.1** above. If necessary, the Board shall offer the position to each of the five (5), in order to fill the position.
  - 17.1.3.3.3** The process outlined in **17.1.3.3.1** and **17.1.3.3.2** above remains unchanged should there be less than five (5) qualified occasional teachers from the LTO List who are available for the assignment.
  - 17.1.3.3.4** Should the position remain unfilled after the process above, the Board shall repeat the process outlined in **17.1.3.3.1** and **17.1.3.3.2** above, with the next five (5) most senior qualified teachers from the LTO List who are available, until the position is filled.
  - 17.1.3.3.5** If no qualified occasional teachers from the LTO List are available or the position remains unfilled after **17.1.3.3.4** above, the Board shall utilize the same procedure outlined above, relying on the Roster to fill the position.
  - 17.1.3.3.6** If no qualified occasional teachers from the Roster or LTO List are available or the position remains unfilled after **17.1.3.3.5** above, the Board shall then fill the position externally (outside the bargaining unit) without restriction.

**17.1.3.3.7** Available occasional teacher shall be defined as an occasional teacher who has not already been assigned to another LTO position during the term of the LTO assignment being filled by this process.

**17.1.3.3.8** The Board shall provide all information related to such assignments in accordance with Article **18** - Information Disclosure to the Occasional Teacher Local Unit, as applicable.

**17.1.4** The Hiring of Occasional Teachers to Permanent Teaching Positions:

Subject to denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, members of the Occasional Teacher Bargaining Unit who are on the LTO List will be hired into permanent teaching positions in the following manner:

**17.1.4.1** Occasional Teachers who have completed a minimum of one (1) Long-Term assignment that was a minimum of four (4) months in duration, and received a positive evaluation\* shall be eligible to apply for any posted permanent teaching positions. All vacancies shall be posted;

**17.1.4.2** Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the five (5) Occasional Teachers on the LTO List, who have applied and who hold the required qualifications for the position, as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification) and are most senior, shall be eligible for a Permanent Teaching position interview.

**17.1.4.3** The Occasional Teacher who is recommended by the Board following an interview for a Permanent Teaching position placement, shall be awarded the position.

**17.1.4.4** Following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to a successful application in the future.

\* the evaluation referred to will be a templated process (greatly simplified from, and not considered equivalent to, a regular TPA) mutually agreed to by the local school board and the local occasional teacher bargaining unit. Evaluation shall be compulsory for all Occasional Teachers in their first LTO assignment of 4 or more months duration, with any given school board. The parties to this agreement shall develop and implement a standardized occasional teacher evaluation process no later than September 1, 2013.

## **18. INFORMATION DISCLOSURE TO THE OCCASIONAL TEACHER BARGAINING UNIT**

**18.1** Commencing September 1, 2015, the Board shall provide to the Occasional Teacher Bargaining Unit on a semi-annual basis the following information for all teacher absences that trigger the Long Term Assignment (LTA) threshold:

**18.1.1** The absent teacher's name, assignment and school;

**18.1.2** The start date of the assignment and the duration;

**18.1.3** The name of the occasional teacher or individual filling the absence;

**18.1.4** The date/time the job was posted;

- 18.1.5** The date/time the job was filled;
- 18.1.6** The name of any certified teacher not on the occasional teacher roster, employed to fill a teacher absence;

**18.2** Commencing September 1, 2015, the Board shall provide to the Occasional Teacher Bargaining Unit on a semi-annual basis:

- 18.2.1** The name of any teacher on a Temporary Letter of Approval;
- 18.2.2** The name of any individual on a Letter of Permission;
- 18.2.3** The name of any uncertified person employed to replace an absent teacher.

**18.3** The Board shall provide to the Occasional Teacher Bargaining Unit:

- 18.3.1** Commencing September 1, 2015, the current seniority list for all Occasional Teachers to be provided no less than two (2) times per year unless there has been no change.

**18.4** Commencing September 1, 2015, for each LTO and permanent position, the Board shall provide the following information to the Occasional Teacher Bargaining Unit President:

- 18.4.1** The job posting at the time the posting is circulated in the system;
- 18.4.2** The job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
- 18.4.3** The list of interviewees for LTO positions greater than thirty (30) days and permanent positions, within three (3) weekdays of the closing of the posting;
- 18.4.4** The name of the successful candidate within three (3) weekdays of the successful applicant being selected;
- 18.4.5** In boards where the above information in **18.1** through **18.4** is provided more expeditiously, the boards shall continue to do so.

## **19. ACCESS TO INFORMATION**

- 19.1** School Boards and the Ministry of Education will continue to respond to requests for information and current data, pertinent to the education sector, in a timely manner.
- 19.2** By August 15 of each school year, every school board shall collect and provide to the Ministry of Education, OECTA and OCSTA electronic data regarding sick leave usage and other paid leave usage for all teachers during the prior school year. This shall be provided in aggregate by panel.
- 19.3** Boards authorize the Ministry of Education to provide all the financial and non-financial information collected through the Education Financial Information System (EFIS) to OECTA and OCSTA.

## **20. CENTRAL DISPUTE RESOLUTION PROCESS**

- 20.1** The purpose of this article is to outline the parties' intent to facilitate the timely and effective resolution of matters arising from a difference in the interpretation, application or administration of a central term of the collective agreement. OCSTA and/or the Association may seek a decision through final and binding arbitration to resolve any difference arising from the interpretation, application or administration of any central term of the collective agreement, using the following process:
  - 20.1.1** OCSTA and the Association shall agree on a list of three (3) arbitrators who agree to participate and who are able to provide the parties with a list of available

dates that can be booked in advance for the purposes of this process. Should one or more arbitrator(s) become unavailable the parties shall agree to a replacement(s) in order to maintain a complement of three (3) arbitrators. The initial selection and the replacement of arbitrators shall occur within twenty (20) days of any vacancy on the list.

- 20.1.2** The parties shall agree on four (4) days per arbitrator for each of the three school years September 1, 2014 to August 31, 2017 and for the 2017- 2018 school year.
- 20.1.3** The list of arbitrators shall be arranged alphabetically and arbitrators shall be appointed to a dispute, in alphabetical order, commencing with the first name on the list. If the arbitrator approached is unavailable, the next arbitrator in sequence on the list shall be approached until there is an arbitrator available. Disputes shall be assigned to arbitrators in the chronological order in which notifications are issued. In the event that such notifications are issued on the same date, the disputes shall be assigned in accordance with a random method of selection agreed to by the parties.
- 20.1.4** Within 30 working days of becoming aware of a matter giving rise to a dispute, a party shall provide notice of the dispute and refer it to the following informal process:
- 20.1.4.1** A Dispute Resolution Committee (DRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown to provide or withhold approval in accordance with the Act.
- 20.1.4.2** Upon receiving notice of a dispute the DRC shall be provided with the particulars including, at a minimum, details regarding i) any alleged violation of a central provision of the collective agreement, ii) any alleged violation of an applicable statute, regulation, policy, guideline or directive, iii) a brief statement of facts and iv) the remedy requested.
- 20.1.4.3** The DRC shall meet within five (5) working days of receiving a notice of a dispute with particulars. Meetings may be held in person, by teleconference or in any other manner agreeable to the representatives of the DRC.
- 20.1.4.4** The DRC will review and discuss all notices of disputes received. Any positions taken during the course of the informal process are without prejudice. The parties may mutually agree to the resolution of a dispute at any point in the process prior to the decision of an arbitrator. The resolution shall be binding as if it were a decision of an arbitrator unless otherwise mutually agreed upon. The Crown shall have the right to give or withhold approval to any resolution between the central parties.
- 20.1.4.5** Within five (5) working days of the resolution being reached, it shall be circulated to all the Association local units and English Language Catholic district school boards, unless the parties agree otherwise.
- 20.1.5** Following ten (10) working days of providing notice as per **20.1.4** above, either central party may refer the dispute to arbitration. The party seeking a decision through final and binding arbitration shall notify the other party and the Crown in right of Ontario, ("the Crown") in writing of its intent to do so. The parties shall be responsible for notifying their respective constituents.
- 20.1.6** Within ten (10) working days of receipt of the notification in paragraph **20.1.5**, the Association and OCSTA shall exchange, in writing, a statement of fact

outlining the particulars of the grievance including a description of the issue and their respective positions with respect to the interpretation, application or administration of the central term or condition in question, and the facts to be relied on. Within five (5) working days of the receipt of written notification pursuant to paragraph **20.1.5**, the Crown shall advise the parties in writing of its intent to intervene in the arbitration process. If the Crown advises that it intends to do so, it shall include its written description of its position with respect to the interpretation, application or administration of the central term or condition in question.

**20.1.7** Within thirty (30) calendar days of the completion of the hearing, the arbitrator shall render a decision in respect of whether or not there has been a breach of the collective agreement. The arbitrator shall remain seized with respect to remedial issues arising from the breach of the collective agreement.

**20.1.8** The arbitrator shall have all of the powers provided to arbitrators under the *Ontario Labour Relations Act* and under subsection 43(5) of the *School Boards Collective Bargaining Act, 2014*, and the authority to order a remedy consistent with those powers which the arbitrator considers just and appropriate in the circumstances.

**20.1.9** It is understood that a hearing may take place after regular business hours, by mutual agreement of the parties, in order to expedite resolution of the matter.

**20.1.10** Any party or person present at the central bargaining table is compellable, subject to any statutory or common law privilege.

**20.1.11** Within five (5) working days of the decision being rendered it shall be circulated to all the Association local units and English Language Catholic district school boards, unless the parties agree otherwise.

**20.1.12** The arbitral costs of resolving any dispute shall be shared equally between OCSTA and the Association and the Crown shall be responsible for its own costs.

**20.1.13** Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

**20.1.14** All timelines set out in this article may be abridged or extended by mutual consent of the central parties.

**20.1.15** For the purposes of the Central Dispute Resolution process only, a working day shall mean Monday to Friday, 52 weeks of the year, exclusive of statutory holidays.

**LETTER OF AGREEMENT #1****BETWEEN**

**The Ontario Catholic School Trustees' Association  
(hereinafter called 'OCSTA')**

**AND**

**The Ontario English Catholic Teachers' Association  
(hereinafter called the 'OECTA')**

**RE: Changes to FTE Status Pilot Project**Changes in Full-Time Equivalent Status (FTE)

Except in school boards where the local bargaining unit and school board agree that there is collective agreement language or a documented program which provides a greater benefit and accordingly shall remain in effect, the provisions below shall be implemented on a trial basis for the final school year of the 2014-2017 collective agreement only. Any dispute regarding the above shall be referred to the central dispute resolution process. For the duration of the trial period only, existing terms and conditions with respect to teachers voluntarily requesting to reduce or increase their FTE shall be suspended. Any teacher who changes FTE status in accordance with this provision during the trial period shall be entitled to revert to the FTE status in effect immediately prior to the trial effective at the commencement of the following school year and the applicable surplus and redundancy provisions shall apply if a return to fulltime status cannot be accommodated through available vacancies.

## 1. Increases in FTE Status

A part-time teacher seeking to increase their assignment to full-time for the following school year shall, by no later than February 28, 2016, notify the Board in writing in accordance with the procedures of the Board. Subsequent to any local transfer and placement procedures but prior to offering permanent vacancies to members of the occasional bargaining unit or to external hires, the Board shall first offer permanent vacancies to qualified part time teachers who have indicated an interest in a full-time assignment in accordance with this article. A part time teacher moving to a full time assignment may select, by seniority, from available openings for which they are qualified, consistent with the practices, needs and schedules of the Board and its schools. Approval of the teacher selection shall not be unreasonably denied. During the pilot period, any concerns may be raised at the joint board level staffing committee.

## 2. Decreases in FTE Status

## Full-Time to Part-Time

Teachers seeking to reduce their full-time assignment to a part-time assignment for the following school year must make a written request, to the Director of Education or designate, prior to February 28, 2016. Requests shall be granted where practical, as determined by the Director of Education or designate. Such requests shall not be unreasonably withheld. The structure of the reduced assignment must be consistent



with the needs of the Board and school, as well as the program and/or schedule of the school.

For purposes of clarity, this provision shall not apply to requests for leaves or part time leaves of absence.

**LETTER OF AGREEMENT #2****Re: RETIREMENT GRATUITIES**Retirement Gratuity

1. Those employees who, on August 31, 2012, were eligible for a retirement gratuity shall have their accumulated sick days vested as of that date, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement, those employees who were eligible for a retirement gratuity on August 31, 2012, shall receive a gratuity payout based on the number of accumulated vested sick days under 1 above, years of service, and annual salary as at August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days were eliminated.

Non-Vested Retirement Gratuity for Teachers

1. The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.
2. Those teachers with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These teachers shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \times \frac{Y}{200} \times \frac{Z}{4} = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each teacher by the end of the school year.

**LETTER OF AGREEMENT #3****BETWEEN**

**The Ontario Catholic School Trustees' Association  
(hereinafter called 'OCSTA')**

**AND**

**The Ontario English Catholic Teachers' Association  
(hereinafter called the 'OECTA')**

**RE: Health and Safety**

Whereas health and safety is a shared responsibility between the workplace parties;

and whereas legislation governs obligations with respect to health and safety in the workplace;

and whereas school boards have developed policies, practices and procedures to comply with these legislative requirements;

and whereas the central parties are committed to supporting local workplace health and safety.

1. The Parties agree to establish a provincial health and safety committee no later than thirty (30) days after ratification of central terms. The committee will be comprised of four (4) representatives from the Ontario Catholic School Trustees' Association (OCSTA) and four (4) representatives from the Ontario English Catholic Teachers' Association (OECTA). Each Party will appoint a co-chair from their representatives. The committee will meet no less than four (4) times annually to discuss health and safety matters important to the sector.
2. The committee will identify best practices as they relate to health and safety initiatives.
3. Without limiting the foregoing, the committee will consider the following substantive matters:
  - a) Occupational health and safety training, including training for occasional teachers;
  - b) The Provincial Model for a Police/School Board Protocol including securing of classrooms as it relates to occasional teachers;
  - c) Reporting mechanisms for workplace harassment, discrimination and violence;
  - d) Health and safety considerations in high risk areas of the school; and
  - e) Any other health and safety matters raised by either party.
4. The committee will create a resource document that identifies and develops effective health and safety practices and promotes these practices to school boards. This resource is intended to build upon the work of local boards and joint health and safety committees, while respecting the jurisdiction of existing local structures and the legal obligations of the parties under applicable legislation.

5. Without limiting either party's rights pursuant to the Central Dispute Resolution Process, it is understood that either party may refer any issue arising from the substantive matters in paragraph 3, items a, b, c and d above to the Central Dispute Resolution Process for determination.

This letter will remain in force for the life of the collective agreement and any statutory freeze period.

**LETTER OF AGREEMENT #4**

**BETWEEN**

**The Ontario Catholic School Trustees' Association  
(hereinafter called 'OCSTA')**

**AND**

**The Ontario English Catholic Teachers' Association  
(hereinafter called the 'OECTA')**

**RE: Existing Provisions on Utilization of Sick Leave/STLDP Days**

The parties acknowledge that should rights or terms and conditions of employment in effect as at August 16, 2015, provide that teachers may use sick leave/STLDP days for reasons other than those described in Articles 3 and 4, sick leave/STLDP days may be used for those reasons as well.

Any difference arising from the interpretation, application or administration of this Letter of Agreement may be referred to the Central Dispute Resolution Process for final and binding resolution.

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

The parties agree that this Letter of Agreement shall be reviewed at the next round of central bargaining.

**LETTER OF AGREEMENT #5  
BETWEEN**

**The Ontario Catholic School Trustees' Association  
(hereinafter called 'OCSTA')**

- and -

**The Ontario English Catholic Teachers' Association  
(hereinafter called the 'OECTA' or the "Association")**

- and -

**The Crown**

**RE: Benefits**

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Agreement all references to existing life, health and dental benefits plans in the applicable local collective agreement shall be removed from that local agreement.

Consistent with section 144.1 of the *Income Tax Act* (Canada), the OECTA, the OCSTA, and the Crown, shall establish an OECTA ELHT, (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario. English-language separate district school boards ("Boards") (as defined in the Education Act, R.S.O 1990 c E.2) may only participate in the Trust, if the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016. The date on which a Board commences participation in the Trust for a group of employees shall be referred to herein as a "Participation Date". The Trustees, as defined in 2.1.0, shall determine the Participation Date which shall be no earlier than September 1, 2016 and no later than August 31, 2017. The Trustees, as defined in 2.1.0, shall cooperate with other Trusts to move all employee groups into the Trust(s) at the same time.

The parties acknowledge that the establishment of the Trust represents a substantial commitment within and beyond the term of the current collective agreement. This letter of agreement is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of agreement will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

**1. PRINCIPLES**

- 1.1** The Trust will be governed by trustees appointed by the OECTA ("the employee trustees") and trustees appointed by OCSTA and the Crown acting together ("the employer trustees");
- 1.2** The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

- 1.3** Services provided by the Trust to be available in both official languages, English and French;
- 1.4** Other employee groups in the education sector may join the Trust by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1, will develop an affordable and sustainable benefits plan that is based on the funding available to the other employee group(s).

## **2. GOVERNANCE**

### **2.1 Board of Trustees**

**2.1.1** The Board of Trustees (the "Trustees") will be comprised of 7 voting members that include 4 employee trustees and 3 employer trustees who have voting privileges on all matters before the board plus 2 additional Trustees as outlined in 2.1.2. Employee Trustees shall be appointed by OECTA. Employer Trustees shall be appointed by the employer bargaining agent and the Crown, working together.

**2.1.2** The Trustees shall also include 2 additional trustees (the "Additional Trustees"), one of whom shall be appointed by OECTA and one of whom shall be appointed by the OCSTA/ Crown.

Each Additional Trustee shall have significant experience in the area of employee benefits, or have expertise in the employee benefits field and be an accredited member in good standing of a self-governed professional organization recognized in Canada in the legal, financial services, actuarial or benefits consulting field whose members have a recognized expertise relevant to employee benefits.

The Additional Trustees shall have no conflict of interest in their role as advisor to the Trust, and shall not be employed by the Trust, the shared services office supporting the Trust, a teacher association, a school board or the Government of Ontario or retained by the Trust.

**2.1.3** All voting requires a simple majority to carry a motion.

**2.1.4** OECTA shall determine the initial term and subsequent succession plan for their Trustees. OCSTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees.

## **3. ELIGIBILITY AND COVERAGE**

**3.1** The Trust will maintain eligibility for OECTA represented employees who are covered by the Local Collective Agreement ("OECTA represented employees") as of August 31, 2014 except for individuals covered under section 4.1.4 i. below, and, to the extent they are eligible for benefits from subsisting benefit

plans, former and retired OECTA represented employees. The Trust will also be permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop a plan based on the level of funding that the group brings to the Trust.

- 3.2** Any new group that requests inclusion into the Trust will be provided a generic branding for their respective benefit plans.
- 3.3** Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.4** Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation Date shall be segregated in their own experience pool and the premiums are to be fully paid by the retirees.
- 3.5** No individuals who retire after the Board Participation Date are eligible.
- 3.6** The benefit plan offered by the Trust may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), travel, medical second opinion and navigational services, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.7** Each Board shall provide to the Trustees of the OECTA ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

#### **4. FUNDING**

##### **4.1 Negotiated Funding Amount, Board Contributions**

**4.1.1** Each Board shall pay an amount equal to 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.3 to the Trustees of the OECTA ELHT by the last day of each month from and after the Board's Participation Date.

**4.1.2** By December 31, 2015, the Board will calculate the annual amount of a.i) divided by a.ii) which will form the base funding amount for the Trust;

a.

- i) "Total Cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and



all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

Total Cost excludes daily occasional teacher costs associated with 4.1.4 and retiree costs associated with 3.3 and 3.4.

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with i).
- iii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.

For example, if a Board's FTE count is 700 on October 31<sup>st</sup> and 720 on March 31<sup>st</sup>, the annual FTE count shall be 710 for funding purposes.

- b. Calculations in a.i), a.ii) and a.iii) will be subject to specified audit procedures that will be completed by the Boards external auditors by May 15, 2016.
- c. The Board's total FTE, as identified in 4.1.2 a.iii) shall include all regular teachers, and all Long Term Occasional Teachers (LTOs). It is understood that Continuing Education Teachers and Adult Education Teachers are counted as part of the board's total FTE. For clarity, where a person is on leave and is replaced by an LTO, only one of the two individuals are included, not both. It is understood that the calculation of the number of regular teachers and the number of LTOs is not subject to any existing contractual language that limits regular teacher or LTO eligibility or pro-rates their entitlement to benefits.

**4.1.3** On the participation Date, the Board will contribute to the Trust

- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.

- b. An amount of \$300 per FTE, in addition to a) will be provided.

**4.1.4** Funding previously paid under 4.1.3 above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- i. With respect to daily occasional teachers where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The Transition Committee (7) will work with the affected Boards to find a similar plan for occasional teachers in those Boards that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- ii. Where Boards provide payment in-lieu of benefits for teachers in long-term occasional assignments, the payment-in-lieu shall cease on the Board's Participation Date.

**4.1.5** All amounts determined in sections 4.1.2 a and 4.1.4 shall be subject to a due diligence review by the OECTA. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OECTA. If any amount cannot be agreed between the OECTA and a Board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be referred to the Central Dispute Resolution process.

On any material matter relating to sections 4.1.2 a. and 4.1.4, OECTA or OCSTA can deem this Letter of Agreement to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Agreement, shall remain in full force and effect.

**4.1.6** The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

Funding arrangements related to the use of employee Employment Insurance Rebates for the provision of EAP services remain status quo with full disclosure to the local unit but if these funds are directed to the funding of other benefits or benefit services they shall be collected by the board and provided annually by March 30 to the Trust in addition to the amounts as set out in section 4.1.2.

**4.1.7** Sixty days prior to the Participation Date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.

- 4.1.8** The Board shall deduct premiums as and when required by the Trustees of the OECTA ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OECTA ELHT with supporting documentation as required by the Trustees.
- 4.1.9** Any other cost sharing or funding arrangements are status-quo to the local collective agreement, Board policies and/or Board procedures such as but not limited to Employment Insurance rebates.
- 4.1.10** Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.3.0 and 3.4.0. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- 4.2** **Start-Up Costs**
- 4.2.1** The Crown shall provide:
- a. A one-time contribution to the Trust equal to one and a half month's benefits costs determined in 4.1.2 a.i), (15% of Total Cost in 4.1.2 a. to establish a Claims Fluctuation Reserve ("CFR"). This amount shall be paid to the Trustees on or before September 1, 2016.
  - b. A one-time contribution to the Trust of one-half of one month's benefits costs determined in 4.1.2 a.i), (4.15% of Total Cost in 4.1.2 a.i), to cover start-up costs and/or reserves. This amount shall be paid to the Trustees in accordance with 4.2.3.
- 4.2.2** The Trust shall retain rights to all data and licensing rights to the software systems.
- 4.2.3** The Crown shall pay to the OECTA \$2.5 million of the startup costs referred to in s. 4.2.1 b. on the date of ratification of the central agreement, and shall pay to OECTA a further \$2.5 million subject to the maximum of the amount referred to in s. 4.2.1 b. by June 1, 2016. The balance of the payments, if required under s. 4.2.1 b. shall be paid by the Crown to OECTA on or before September 1, 2016.
- 4.2.4** In addition to any other payments required hereunder, on the day that a Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust by the applicable Board in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.

- a. All Boards' reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- b. For the Administrative Services Only plans (ASO), a surplus (including deposits on hand) will be distributed to the Trust, net of claims, no later than 5 months after the participation Date based on employees' co-share, or as determined through discussions with the carrier. Employees will have 3 months after the participation Date to submit claims. After this period they will not be eligible.
- c. Where there are active grievances related to surpluses, deposits and or reserves, the amount in dispute shall be internally restricted by the Boards until the grievance is settled.
- d. Prior to transitioning to the Trust, the parties shall determine whether the group transitioning has an eligible and available employer/employee deficit/surplus under the financial arrangements within their existing group insurance policies. For policies where the experience of multiple groups has been combined, the existing surplus will be allocated to each group based on the following:
  - i. If available, the paid premiums or contributions or claims costs of each group; or
  - ii. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of FTE positions covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving or terminating an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- e. Where applicable, Boards with deficits in their benefit plans will first recover the deficit through the CFR and IBNR. Where these reserves are insufficient, the remaining deficits shall be the sole responsibility of those Boards.

#### **4.2.5**

In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

**4.2.6** Within 60 days of the end of each school year, the amount paid by the Crown or by a Board in relation to s. 4.1.3 shall be reconciled to the actual negotiated funding amount required under this Letter of Agreement, and any difference shall be paid to the Trust or deducted against future payments of Boards within 30 days of the reconciliation.

**4.3** **Interim Benefits Coverage**

**4.3.1** For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. The terms and conditions of any existing EAPs shall remain the responsibility of the respective Boards and not the Trust.
- c. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the Boards.

**5.** **SHARED SERVICES**

**5.1** OECTA agrees to adopt a shared services model that will provide for the administration and investment of the Trust and will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for administering the benefits provided and ensuring the delivery of benefits on a sustainable, efficient and cost effective basis.

**5.1.1** Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") and will be competitively procured within 4 years of the last employee representative group's participation Date but shall be no later than August 31, 2021.

**5.1.2** Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

**5.2** **Trustees**

**5.2.1** The Trustees and the Additional Trustees together shall be responsible for the operations of the Trust, including, but not limited to:

- a. The Trustees' selection of the Trust auditors and the Trust actuaries.
- b. The annual reports of the auditors and actuaries.
- c. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.
- d. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability, of any subsequent changes to the plan design.

- e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
- f. Validation of the sustainability of the respective Plan Design;
- g. Establishing member contribution or premium requirements, and member deductibles;
- h. Identifying efficiencies that can be achieved;
- i. The design and amendment of the Funding Policy;
- j. The Investment Policy and changes to the Investment Policy;
- k. Procurement of adjudicative, administrative, insurance, consultative and investment services.

**5.2.2** Despite 5.2.1, the Additional Trustees shall not vote on the adoption of the initial Benefit Plan design.

**5.2.3** Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund claims stabilization or other reserves; and/or
- b. Improve plan design; and/or
- c. Expand eligibility; and/or
- d. Reduce member premium share.

**5.2.4** Under the Funding Policy, actual and projected funding deficiencies (per s.6.1) of the Trust will be addressed no later than the next regular plan renewal (as of September 1<sup>st</sup>) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds; and/or
- b. Increased member share premium; and/or
- c. Change plan design; and/or
- d. Cost containment tools; and/or
- e. Reduced plan eligibility; and/or
- f. Cessation of benefits, other than life insurance benefits.

The Funding Policy shall require that the Trustees and the Additional Trustees to take the necessary actions or decisions during a period in which the CFR is less than 8.3% of annual plan expenses over a projected three year period. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

**5.2.5** The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of all of their service providers.

**5.2.6** The Trust shall provide "trustee liability insurance" for all Trustees.

## **6. ACCOUNTABILITY**

**6.1** Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding

the adequacy of contributions to cover projected benefit and related costs for a period not less than three (3) years into the future.

- 6.2** Copies of the audited financial statements and actuarial evaluation report requested in section 6.1 above, will be shared with OECTA, OCSTA and the Crown.

**7. TRANSITION COMMITTEE**

- 7.1** A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established by January 2016 to address all matters that may arise in the creation of the Trust.

**8. ENROLMENT**

- 8.1** For new hires, each Board shall distribute benefit communication material as provided by the Association to all new teachers/members within 5 days from their acceptance of employment.

- 8.2** For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

- 8.3** Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

- 8.4** The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

- 8.5** Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

**9. Errors and Omissions**

- 9.1** Board errors and retroactive adjustments shall be the responsibility of the Board.

- 9.2** If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

- 9.3** Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

**9.4** The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Association's provincial benefit program at a Board office during regular business hours upon 30 days written notice.

**10.** **Claims Support**

**10.1** The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

**10.2** Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

**11.** **Privacy**

**11.1** In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

**12.** **PAYMENTS**

**12.1** The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Agreement.



**LETTER OF AGREEMENT #5****Appendix A – HRIS File**

Each Board may choose to provide to the Trustees of the OECTA ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the OECTA ELHT and the employer representatives:

- a. complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
  - i. names;
  - ii. benefit classes;
  - iii. plan or billing division;
  - iv. location;
  - v. identifier;
  - vi. date of hire;
  - vii. date of birth;
  - viii. gender;
  - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and
- h. member life benefit coverage information.

**Appendix B**

This form shall be provided by the medical practitioner to the employee who will then deliver it to the Human Resources Department.

**Medical Certificate**

**Part 1 – Employee - please complete following:**

\_\_\_\_\_  
(Employee Name)

The information supplied will be used in a confidential manner and may assist in creating a return to work plan.

I hereby consent to the completion of this form by:

\_\_\_\_\_  
(Treating Medical Practitioner’s Name)

<input type="checkbox"/>	Absent from Work _____ (first date of absence)
<input type="checkbox"/>	Not absent from work but requires accommodations

\_\_\_\_\_  
(Signature of Employee) (Date)

**Part 2 – Medical Practitioner – please complete the following**

1. Nature of Illness (do not provide diagnosis):

\_\_\_\_\_

**\* "Nature of the illness"(or injury) suggests a general statement of a person's illness or injury in plain language without any technical medical details, including diagnosis or symptoms. Although revealing the nature of an illness may suggest the diagnosis, it will not necessarily do so. "Nature of illness" and "diagnosis" are not congruent terms. For example, a statement that a person has a cardiac or abdominal condition or that s/he has undergone surgery in that respect reveals the essence of the situation without revealing a diagnosis.**

Is this condition the result of: (check one)

Non-occupational illness/injury

Occupational illness/injury

2. Is he/she receiving treatment:  Yes  No

3. Has or will a referral to a specialist been made?  Yes  No

If yes, date of referral: \_\_\_\_\_  
(dd/mm/yyyy)

4. Have you discussed return to work with your patient?  Yes  Not at this time

5. Is the patient able to return to work:  with accommodation  without accommodation

Expected date of return: \_\_\_\_\_  
(dd/mm/yyyy)

unable to return to work at this time

6. Date of next assessment: \_\_\_\_\_  
(dd/mm/yyyy)

Health Care Practitioner Signature:	Date Completed: _____ dd/mm/yyyy
Health Care Practitioner Name and Address:	

***Part 3 and/or 4 need only be completed for a return to work that requires an accommodation.***

**Part 3 – Medical Practitioner – please complete the following:****COGNITIVE LIMITATIONS AND/OR RESTRICTIONS** N/A

Please describe **cognitive** limitations and/or restrictions. Physical limitations and/or restrictions, if any, can be detailed in Part 4. These cognitive restrictions will be assessed when determining modified work either in the employee's own position or another suitable position.

**Date of Assessment:** \_\_\_\_\_

(dd/mm/yyyy)

Level of Functioning (Please circle which level applies for each task)	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>Supervision Required</b>	needs constant supervision	needs frequent supervision	needs limited supervision	requires no supervision
<b>Supervision of Others</b>	not able to supervise others	can meet demands of or for occasional supervision	can meet demands of or for regular supervision	can meet demands of full supervision
<b>Tolerance to Deadlines</b>	cannot deal with deadline pressures	occasionally deal with deadlines	can deal with deadlines that are reoccurring	can deal with strict deadlines
<b>Attention to Detail</b> (indicate maximum time the Individual can concentrate)	concentration on detail is severely limited	concentrate on detail is limited	can concentrate on details, needs occasional breaks of non detailed work	able to concentrate intensely on detailed work
<b>Performance of Multiple Tasks</b>	can deal with one task at a time	can handle more than 1 task but requires cues as to when to do task	can handle multiple tasks requires some time management assistance	fully able to handle multiple tasks without difficulty
<b>Tolerance to External Stimulus</b>	needs quiet, non distracting work environment	can cope with small degree of distraction	can cope with distracting stimuli for portion of day	fully able to cope with multiple stimuli without negative effect
<b>Ability to Work with Others Cooperatively</b>	tolerates working alone	can tolerate others within vicinity, but needs to perform independent tasks	can work with others cooperatively when required	fully able to work in close cooperation with others
<b>Confrontational Situations</b>	unable to cope with confrontational situations	can cope with exposure to confrontational situations with back-up available	moderate ability to cope with confrontational situations	able to deal with confrontational situations with tact and control
<b>Responsibility and Accountability</b>	errors in judgment or attention likely to occur	can exercise a moderate level of responsibility with occasional need for support	can accept responsibility including the responsibility for the safety of others	can accept a high level of responsibility including sensitive situations

**Prognosis** (based on objective assessments)**From the date of this assessment, the above will apply for approximately:**
 1-2 weeks     3-5 weeks     6-8 weeks     2-3 months     4-6 months

 6+ months     Unknown
**Recommendations for work hours and start date:**
 Regular full time hours     Modified hours     Graduated hours

Start Date:

\_\_\_\_\_  
(dd/mm/yyyy)**Next appointment date to review Limitations and/or Restrictions:** \_\_\_\_\_

(dd/mm/yyyy)

**Part 4 - Medical Practitioner – please complete the following:**

**PHYSICAL LIMITATIONS AND/OR RESTRICTIONS**

N/A

Please describe **physical** limitations and/or restrictions only. **Cognitive** limitations and/or restrictions, if any, can be detailed in Part 3. These physical restrictions will be assessed when determining modified work either in the employee's own position or another suitable position.

**Date of Assessment:** \_\_\_\_\_  
(dd/mm/yyyy)

- |   |   |  |  |
|---|---|--|--|
| <p><b>Walking:</b></p> <input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 100 metres<br><input type="checkbox"/> 100 - 200 metres<br><input type="checkbox"/> Other (please specify) _____ | <p><b>Standing:</b></p> <input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 15 minutes<br><input type="checkbox"/> 15 - 30 minutes<br><input type="checkbox"/> Other (please specify) _____ | <p><b>Sitting:</b></p> <input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 30 minutes<br><input type="checkbox"/> 30 minutes - 1 hour<br><input type="checkbox"/> Other (please specify) _____ | <p><b>Lifting from floor to waist:</b></p> <input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 kilograms<br><input type="checkbox"/> 5 - 10 kilograms<br><input type="checkbox"/> Other (please specify) _____ |
|---|---|--|--|

- |   |   |
|---|---|
| <p><b>Lifting from Waist to Shoulder:</b></p> <input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 kilograms<br><input type="checkbox"/> 5 - 10 kilograms<br><input type="checkbox"/> Other (please specify) _____ | <p><b>Stair Climbing:</b></p> <input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 steps<br><input type="checkbox"/> 5 - 10 steps<br><input type="checkbox"/> Other (please specify) _____ |
|---|---|

<input type="checkbox"/> <b>Bending/twisting repetitive movement of</b> (please specify): _____	<input type="checkbox"/> <b>Work at or above shoulder activity:</b> _____	Limited pushing / pulling with: Left Arm <input type="checkbox"/> Right Arm <input type="checkbox"/> Other (please specify) <input type="checkbox"/> _____	<input type="checkbox"/> <b>Limited use of hand(s):</b> Left <input type="checkbox"/> Right <input type="checkbox"/> <input type="checkbox"/> Gripping <input type="checkbox"/> <input type="checkbox"/> Pinching <input type="checkbox"/> <input type="checkbox"/> Other <input type="checkbox"/>
<input type="checkbox"/> <b>Operating motorized Equipment</b>	<input type="checkbox"/> <b>Environmental Exposure to: (heat, cold, noise)</b>	<input type="checkbox"/> <b>Chemical exposure to:</b> _____	<input type="checkbox"/> <b>Exposure to Vibration:</b> Whole body Hand/arm

**Other** (Please describe) \_\_\_\_\_

**Prognosis - From the date of this assessment, the above will apply for approximately:**  
 1-2 weeks    3-5 weeks    6-8 weeks    2-3 months    4-6 months    6+ months    Unknown

**Recommendations for work hours and start date:**  
 Regular full time hours    Modified hours    Graduated hours   Start Date: \_\_\_\_\_  
 (dd/mm/yyyy)

**Next appointment date to review Limitations and/or Restrictions:** \_\_\_\_\_  
 (dd/mm/yyyy)

Please provide any additional information/comments/findings/limitations (ex. Physical, Cognitive) which you feel would assist our employee in a safe and timely return to work.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B: LOCAL TERMS**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION**

**Sudbury Occasional Unit**

**September 1, 2014 to August 31, 2017**

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## **Part B: LOCAL TERMS**

### **PREAMBLE**

WHEREAS it is the common goal of the Board and the OECTA Occasional Teachers' Local to provide the best possible Catholic education to the Catholic students of this community,

AND WHEREAS to achieve that common goal it is essential that the Board and the OECTA Occasional Teachers' Local maintain the harmonious relationship which exists between them,

AND, WHEREAS, the Board and the O.E.C.T.A. Occasional Teachers' Local Bargaining Unit are committed to achieving excellence, ensuring equity, promoting well-being of all staff and students, and enhancing confidence in publicly funded education,

THEREFORE it is the desire of the Board and the OECTA Occasional Teachers' Local to set forth in this agreement the salaries, allowances, benefits and any term or condition of employment as mutually agreed upon.

### **ARTICLE 1 – DEFINITIONS**

#### **1.01**

- a) "Teacher" shall mean a "teacher" as defined in the Education Act, Part X.1.s.277.1: "Part X.1 teacher means a teacher employed by a Board to teach but does not include a supervisory officer, a principal, a vice-principal or an instructor in a teacher-training institution".
- b) "Occasional Teacher" shall mean an occasional teacher as defined in the Education Act s.1.1: For the purpose of this Act, a teacher is an occasional teacher if he or she is employed by a board to teach as a substitute for a teacher or temporary teacher who is or was employed by the board in a position that is part of its regular teaching staff, but
  - i) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred; and
  - ii) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as a substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- c) "Long-Term Occasional Teacher" shall mean an Occasional Teacher with whom the Board has signed a "Letter of Assignment" for a period of eleven(11) or more consecutive days as a replacement for a teacher.
- d) "Daily Occasional Teacher" shall mean any Occasional Teacher employed by the Board as other than a Long-Term Occasional Teacher.
- e) One month shall equal twenty (20) teaching days for the purposes of experience calculation.

**1.02**

When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

**ARTICLE 2 – DURATION****2.01**

Save as otherwise set out, this agreement shall become effective on the 1<sup>st</sup> day of September, 2014 and shall terminate on the 31<sup>st</sup> day of August, 2017 in accordance with Part A, Article 1 of this Collective Agreement.

**ARTICLE 3 – RECOGNITION****3.01 - Association**

The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board.

**3.02 - Scope**

A person who is a member of the Elementary Teachers' Local Bargaining Unit or the Secondary Teachers' Local Bargaining Unit and who is employed by the Board as a Teacher in respect of part-time employment and who is accepted by the Board as an Occasional Teacher, and any member of the Occasional Teachers' Local Bargaining Unit shall be covered by this agreement in respect of such Occasional Teaching employment.

**3.03 - Teacher Rights**

The Occasional teacher has the right to OECTA representation and/or Association designate if the Board chooses to discipline, demote, remove, replace or terminate. These matters shall be facilitated by Human Resources Services and any resource personnel as required, in coordination with Administration and the local OECTA Representative.

**ARTICLE 4 – MANAGEMENT RIGHTS****4.01 - Function of the Board**

The Association acknowledges that it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency;
- b) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend or otherwise discipline Occasional Teachers subject to the provisions of this Agreement and all applicable statutes;
- c) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this agreement governing the conduct of the Occasional Teachers; and
- d) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.

**4.02 - Authority of the Board**

The Association also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this agreement are subject to the occupational requirements of the Roman Catholic Schools with respect to creed, in accordance with the Ontario Labour Relations Act and Regulations: the Employment Standards Act and Regulations: the Constitution Act, 1867 and in particular s.93 thereof; the Education Act, and Regulations of the Ministry of Education and the acts and regulations of the Province of Ontario.

**ARTICLE 5 - JUST CAUSE****5.01 - Requirement**

The Board shall be required to show "just cause" for the discipline, demotion or termination of employment of any person covered by this agreement who has successfully completed a probationary period.

**5.02 - Probationary Period**

An Occasional Teacher will undergo a probationary period, from the date of last hire, as follows:

- a) Occasional Teachers newly hired by the Board, fifty (50) worked days;
- b) Regular Teachers previously in the employ of the Board and new on the Occasional list, ten (10) worked days;
- c) Occasional Teachers formerly employed by the Board as teachers and now in receipt of a pension from the Ontario Teachers' Pension Plan Board shall be deemed to have completed the probationary period.

**5.03 - Written Explanation**

In the event an Occasional Teacher is dismissed or disciplined, the Occasional Teacher shall be given the reason(s) in writing.

**ARTICLE 6 – PLACEMENT****6.01 - Evaluation of Qualifications**

- a) The placement of each Long-Term Occasional Teacher shall be in accordance with the statements of evaluation issued by the Qualifications Evaluation Council of Ontario (QECO) based on Programme 5 as required by the relevant Panel.
- b) Each statement shall be accompanied by the original QECO covering letter which describes the details of the rating. The original letter will be returned to the Long-Term Occasional Teacher.

**6.02 - Implementation**

When a change in qualifications is made by the College of Teachers to a Long-Term Occasional Teacher's qualifications record card or when a Long-Term Occasional Teacher obtains a new QECO evaluation, the Long-Term Occasional Teacher shall submit to the Board original revised documents in accordance with clause 6.01 above as the case may be:

- a) If the Long-Term Occasional Teacher qualifies for a salary adjustment prior to September 1 in any year he/she will be entitled to a salary adjustment effective September 1st, if he/she submits the acknowledgment of receipt of his/her application to QECO on or prior to December 31st and the Board receives the Teacher's original qualification record card and revised QECO evaluation on or prior to March 1st of the following calendar year.
- b) If the Long-Term Occasional Teacher qualifies for a salary adjustment prior to January 1 in any year he/she will be entitled to a salary adjustment effective January 1st if he/she submits the acknowledgment of receipt of his/her application to QECO prior to March 1st and the Board receives the Teacher's original qualification record card and revised QECO evaluation on or prior to May 1st of the same calendar year.
- c) No request for a salary adjustment will be accepted after the last day in February except for Long-Term Occasional Teachers appointed after March 1st. For these Long-Term Occasional Teachers appropriate salary adjustments will be given retroactive to the date of appointment upon submission of the documentation outlined in 6.02 a) and b) above within 60 days of the appointment.
- d) No request for a salary adjustment will be accepted after the last day in February.
- e) The Board will confirm electronically the receipt of a teacher's certificate of Qualifications and revised QECO evaluation certificate.
- f) For the purpose of this clause, documents must be received by the Board or postmarked no later than the date specified in paragraphs (a) and (b) above.

**6.03 - Experience**

Experience shall mean the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teachers' College or Faculty of Education while teaching on an occasional basis or on a continuous basis in the employ of a school board constituted under the Education Act or an educational institution acceptable to the Board and shall be recognized in full to the nearest month as of August 31st of each year.

**ARTICLE 7 – SENIORITY** shall be in accordance with Part A, Article 17 of this Collective Agreement and as follows:

**7.01 - Seniority Defined**

- a) All Occasional Teachers in the employ of the Board shall be listed by seniority on the OT roster.

- b) The Board shall advise the President of any changes to the seniority roster within ten (10) working days of the modification.

### **7.02 - Call Out Lists**

- a) The maximum number of teachers on the Occasional Teacher "A Call Out List" shall be one hundred (100) teachers exclusive of teachers from the Board's Elementary or Secondary recall lists.
- b) Notwithstanding 7.02 (a) additional Occasional Teachers may be hired to the "B Call Out List" as a result of proven need. It is understood that the Association shall be informed in writing of the proven need and of the names, addresses and phone numbers of the new hires.
- c) Each Occasional Teacher on the "A Call Out List" shall be placed by seniority and ranked in order of decreasing seniority with the Board as an Occasional Teacher.
- d) Each Occasional Teacher on the "B Call Out List" shall be placed by seniority and ranked in order of decreasing seniority with the Board as an Occasional Teacher.

### **7.03 - Ranking Members**

- a) Elementary and Secondary recall list Teachers shall have a hiring date of September 1st of the year in which they are added to their respective recall list.
- b) Newly hired Occasional Teachers added to the OT Roster shall be placed on the "B Call Out List" and shall be ranked in order of seniority subject to 7.04 below.

### **7.04 - Moving to the "A Call Out List"**

- a) When there is a permanent vacancy on the "A Call Out List", Occasional Teachers from the "B Call Out List" shall be moved to the "A Call Out List" in order of seniority. Occasional Teachers that move to the "A Call Out List" are subject to the availability criteria established in Article 10.04 (2).
- b) Occasional Teachers on the "B Call Out List" shall have an opportunity once per year to complete an expression of interest to move to the "A Call Out List" should there be a permanent vacancy. It is understood that should the Occasional Teacher wish to modify the information on the expression of interest form, he/she can do so at any time by contacting the Human Resources department in writing.
- c) The Board shall provide the Sudbury Occasional Teacher Bargaining Unit President with an updated "A Call Out List" and "B Call Out List" by October 31 and March 1 every school year in a mutually agreed to electronic format.

### **7.05 -Seniority While on Leave**

Seniority shall accumulate throughout approved leaves of absence.

### **7.06 - Roster Updates**

The seniority roster shall be continuously updated with a copy thereof provided to the Bargaining Unit President twice per school year on September 30 and one other time upon

request.

**ARTICLE 8 – SALARY RATES AND METHOD OF PAYMENT** shall be in accordance with Part A, Article 2 of this Collective agreement and as follows:

**8.01 Daily Rate and Pay Dates**

a) The Board shall pay to Daily Occasional Teachers, in respect of each day worked as an Occasional Teacher with the Board, the following rate:

September 1, 2014	\$224.89
September 1, 2015	\$224.89
September 1, 2016	\$227.14
98 <sup>th</sup> day of the 2016/2017 school year	\$228.28

For the term of this collective agreement, the daily rate for Daily Occasional Teachers shall be calculated using Category A1 Step 0 of the OECTA Elementary Teacher Bargaining Unit divided by 192.

b) It is understood that Long-Term Occasional Teacher in QECO categories B, C, D will be remunerated as per the pre-degree category 'A' of the appropriate OECTA Collective Agreement.

c) Category placement shall be in accordance with QECO Programme.

d) All Occasional Teachers shall be paid on a bi-weekly basis. The Board will endeavour to provide a schedule of payments to all Occasional Teachers by September 1<sup>st</sup>.

**8.02 Long Term Rate**

A Long-Term Occasional Teacher as described in DEFINITIONS shall be paid in accordance with the current salary grid in the Collective Agreement between the Board and either the Local Elementary Teachers' Bargaining Unit or the Local Secondary Teachers' Bargaining Unit, depending on the placement, in accordance with his or her recognized teaching experience and qualifications, effective on the (11th) eleventh consecutive day of teaching in the same class retroactive to the first day the Occasional Teacher began his/her long-term occasional assignment. The Long-Term Occasional Teacher shall continue to be paid according to the aforementioned salary grid until the expiration of the long-term occasional assignment. It is understood the payment on the salary grid includes payment for vacation pay and any paid holidays if applicable.

**8.03 - Method of Payment**

Installments shall be payable on a bi-weekly basis. Pay shall be deposited directly to the financial institution of the Occasional Teacher's choice.

**ARTICLE 9 – BENEFITS** shall be in accordance with Part A, Article 7 of this Collective Agreement and as follows:

**9.01 - Health Insurance Plans**

A Long-Term Occasional Teacher shall be eligible for Board premium contributions for benefits beginning the 16th consecutive day for the duration of a Long-Term assignment as follows:

- a) The Board shall pay 100% of the premium of an Extended Health Care Plan which includes \$250.00 vision care plan, 35 cents pay-direct drug plan and semi-private plan and \$50,000 private duty nursing.
- b) The Board shall pay 100% of the premium for a Dental Plan at the current ODA schedule in effect.
- c) The Board shall provide group term life insurance equal to two times the annual salary taken to the next highest \$1,000 and spousal coverage of \$12,000, prorated to the percentage of teaching time. The Board shall pay 50% of the premium cost.

Participation in this insurance plan shall be mandatory for all Long-Term Occasional Teachers covered by this agreement.

**9.02 - Provisions for Sick Leave/Short Term Leave and Disability Plan (STLDP)** shall be in accordance with Part A, Article 4 of this Collective Agreement.

**9.03 - Superannuation**

The Board shall deduct from the Occasional Teacher's salary the premiums for the Teachers' Pension Plan Board in accordance with T.P.P. regulations.

**9.04 - Employee Assistance Program**

All Occasional Teachers shall have access to the Employee Assistance Program.

**ARTICLE 10 – CALL OUT LISTS**

**10.01 - Call out lists and procedures**

- 1) a) There shall be an "A Call Out List" and a "B Call Out List" in accordance with Article 7.02. The "B Call Out List" shall be called out once the "A Call Out List", which is capped at 100, is exhausted. The "B Call Out List" shall be composed of Occasional Teachers over and above the 100 person cap on the "A Call Out List".

- b) i) Daily call out shall be as follows:

Step 1 Qualified teachers on the "A Call Out List" (by seniority)

Step 2 All Occasional teachers on the "A Call Out List" (by seniority)

Step 3 Qualified teachers on the "B Call Out List" (by seniority)

Step 4 All Occasional teachers on the "B Call Out List" (by seniority)



ii) Notwithstanding 10.01 (1)b)i) above, the daily call out for French Immersion and Core French jobs shall be as follows:

Step 1 FSL Qualified teachers on the "A Call Out List" (by seniority)

Step 2 FSL Qualified teachers on the "B Call Out List" (by seniority)

Step 3 All Occasional teachers on the "A Call Out List" (by seniority)

Step 4 All Occasional teachers on the "B Call Out List" (by seniority)

iii) Notwithstanding 10.01 (1) b) i) and ii) above, occasional daily assignments of 3 – 10 days may be filled as follows:

The Board shall offer the assignment to Occasional Teachers on the "A Call Out List" and the "B Call Out List" in the following order:

Step 1 Qualified teachers on the "A Call Out List" (by seniority)

Step 2 Qualified teachers on the "B Call Out List" (by seniority)

Step 3 All Occasional teachers on the "A Call Out List" (by seniority)

Step 4 All Occasional teachers on the "B Call Out List" (by seniority)

c) Long term occasional teaching positions shall be assigned in accordance with Part A, Article 17 of this Collective Agreement.

2) Occasional Teachers on the "B Call Out List" shall not be subject to:

a) Monitoring of refusal, as per Article 10.07

b) Minimum availability as per Article 10.04

c) Teachers on the "B Call Out List" shall be entitled to unlimited access to inactive status; however such inactive status shall not extend for more than two (2) years unless otherwise provided for in this collective agreement, or with the approval of the Director or designate.

3) Effective September 1, 2016, Occasional Teachers on the "A Call Out List" who accept any Long Term Assignment or a permanent teaching position that is 0.5 or less than Full Time Equivalent shall maintain their position on the "A Call Out List". During such assignments, each Teacher will be made unavailable on the days or portion of days that he/she is teaching in the permanent or Long Term Assignment. Each Teacher will maintain his/her callout priority on the "A Call Out List" for daily call outs on the days he/she is available in accordance with Article 10.04.

**10.02 - Eligibility**

To be eligible for inclusion on the Occasional Teachers' roster, an Occasional Teacher must hold a valid Teaching Certificate from the College of Teachers.

**10.03 - Documentation requirements**

Prior to being placed on the Occasional Teachers' roster, an applicant must submit proof of certification and all other documentation required by the Board and, where feasible, shall be interviewed by a representative of the Board.

**10.04 - School and Level Options**

(1) Occasional Teachers who were accepted for placement on the "A Call Out List" on September 1, 2008 or earlier shall:

- a) select a geographic area(s) as established by the Board;
- b) select a minimum of five (5) schools within the geographic area(s) as established by the Board;
- c) elect to be placed on one or more Occasional list as established by the Board and defined in Article 10.05 below provided the Occasional Teacher holds the appropriate qualifications and/or;
- d) select one or more of the following divisions:  
primary/junior - junior/intermediate - intermediate/senior
- e) specify a minimum of three (3) days of availability per week.

Occasional Teachers who were accepted to the "B Call Out List" on September 1, 2008 or earlier are encouraged to specify information in a) through e) above; however it is understood that there will be no monitoring of refusal on the "B Call Out List". Inactive status shall be granted in accordance with 10.01 2 c).

(2) Occasional Teachers who are placed on the "A Call Out List" after September 1, 2008 shall:

- a) select a minimum of ten (10) schools;
- b) elect to be placed on one or more Occasional list as established by the Board and defined in Article 10.05 below provided the Occasional Teacher holds the appropriate qualifications and/or;
- c) select at least two (2) of the following divisions:
  - i) Primary
  - ii) Junior
  - iii) Intermediate
  - iv) Senior
- d) specify five (5) days of availability per week.

Occasional Teachers who were accepted to the "B Call Out List" after September 1, 2008 are encouraged to specify information in a) through d) above; however it is understood that there will be no monitoring of refusal on the "B Call Out List". Inactive status shall be granted in accordance with 10.01 (2) c).

- 3) Occasional Teachers who elect to move from the "A Call Out List" to the "B Call Out List" shall inform the Board in writing and shall be placed on the "B Call Out List".

#### **10.05 - Subject Options**

- a) Elementary School lists for daily call-out shall be established by descending order of Seniority for each school operated by the Board. Each school list will include notation of individual qualification in the following areas:

-English Regular

-French as a Second Language

-Special Education

-Instrumental Music

-Native Language

Priority of assignment will be given to Teachers holding qualifications in the required subject areas as defined herein.

- b) Secondary School lists for daily call-out shall be established by descending order of seniority for each of the following subject areas:

-Religious Studies/Social Sciences/Guidance/Family Studies/Native Studies

-French Immersion/French/Modern Languages

-English

-Visual Arts

-Drama/Dance

-Mathematics/Science

-Music

-Technological Studies

-Business/Computer Studies

-Physical & Health Education

-Special Education

- c) The Board may add or delete any listing in 10.05 a) and b).

- d) The Board shall advise the President of the Association, in writing, of any additions or deletions to the listing in 10.05 (a) and (b).

### **10.06 – Availability**

An Occasional Teacher on the "A Call Out List" shall be available except for reasons due to personal illness, bereavement leave, all leaves covered under ESA, Sudbury Catholic District School Board interviews, union leave, in the case of a call-out to a school or grade level not on his/her list, or if he/she is booked with another board.

The Occasional Teacher may be requested to provide documentation to substantiate being unavailable because he/she is booked by another board.

### **10.07 - Removal from List**

- a) If an Occasional Teacher on the "A Call Out List" refuses, cancels or makes him/herself unavailable, for reasons other than those outlined in 10.06, for three (3) or more assignments within his/her area of selection, within 20 school days and does not provide grounds for such refusal, cancellation or unavailability, the Board may issue a warning to the Occasional Teacher.
- b) The Board shall inform the Occasional Teacher in writing of the warning within ten (10) working days. The Occasional Teacher shall have the right to a meeting with the Director of Education or designate if a request for such a meeting is made within ten (10) days of the Occasional Teacher receiving the notice. The Occasional Teacher shall have the right of Association representation at the meeting.
- c) If, subsequent to receiving a warning, an Occasional Teacher on the "A Call Out List" again refuses, cancels or makes him/herself unavailable, for reasons other than those outlined in 10.06, for three (3) or more assignments, within his/her area of selection, within twenty (20) school days within that school year or six months, whichever comes first and does not provide grounds for such refusal, cancellation or unavailability, the Board may remove the Occasional Teacher from the "A Call Out List".
- d) The Board shall inform the Occasional Teacher in writing of the removal within ten (10) working days. The Occasional Teacher shall have the right to a meeting with the Director of Education or designate if a request for such a meeting is made within ten (10) days of the Occasional Teacher receiving the notice. The Occasional Teacher shall have the right of Association representation at the meeting.
- e) If the Occasional Teacher is reinstated on the list following the meeting in d) above and subsequently refuses, cancels or makes him/herself unavailable for two (2) assignments over another twenty (20) working days within that school year or six (6) months, whichever comes first, and does not provide an acceptable reason for such refusals, cancellations or unavailabilities, the Board may remove the Occasional Teacher from the Occasional Teacher "A Call Out List".

### **10.08 - Daily Occasional Teacher Duties**

- a) A daily occasional teacher called out to replace a specific teacher shall be assigned the same duties assigned and timetabled for the teacher who is absent.

- b) Notwithstanding 10.08 (a) a daily occasional teacher shall not be required to accept supervision duties prior to the commencement of classes on the first day of any assignment.
- c) In the event that a daily occasional teacher does not accept supervision duties described in 10.08 (b), the Principal or designate may assign an alternate supervision later in the day to replace the previously scheduled early morning one.
- d) It is also understood that daily occasional teachers may be assigned bus duty at the end of a school day but only to assist a regular member of the school's teaching staff or may be assigned supervision in lieu of previously scheduled bus duty.

## **ARTICLE 11 – LEAVES**

### **11.01 – Leave for Association Business**

- a) The Association may appoint or otherwise select a bargaining committee. Such committee shall represent the Association in all negotiations with the representatives of the Board in the renewal of their agreement.
- b) Where a prospective Long-Term Occasional Teacher is required to attend negotiations meeting(s) during a teaching day(s) within the eleven (11) day period required to qualify for a Long-Term Occasional position, the day(s) spent at negotiations shall be considered as teaching day(s) only for the purpose of calculating the eleven (11) day period.
- c) An Occasional Teacher who is elected to the position of President of the Association shall, if the duties of the office are such that he/she is required to make himself/herself unavailable for assignment for a period exceeding that stipulated in (d) below, will be retained on the Board's Occasional Teacher list in an inactive status during the period of such unavailability but not for longer than one school year at a time.
- d) The President of the Local shall be granted leave without salary deduction if on a Long-Term assignment, for the purpose of attending to his/her responsibilities as President. It is understood that the OECTA Local shall reimburse the Board for the cost of an Occasional Teacher replacement if replaced.
- e) The Association may designate an Occasional Teacher to attend provincial executive or provincial committee meetings of OECTA or as a representative of same at educational functions. If such Occasional Teacher thereby becomes unavailable for assignment, he/she shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability.
- f) The Association shall notify the Board of the unavailability of an Occasional Teacher under either 11.01 c), 11.01 d) or 11.01 e) above.
- g) Any Occasional Teacher becoming unavailable for assignment pursuant to 11.01 c), 11.01 d) or 11.01 e) above shall inform the Human Resources Clerk of the date of commencement and return from the period of unavailability.

**11.02 - Pregnancy/Parental /Adoption Leave**

- a) An Occasional Teacher, who because of maternity, paternity or adoption of a child, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability, for a maximum period of twenty-four (24) consecutive months.
- b) Requests for leaves under 11.02 (a) shall be made in writing accompanied by documentary evidence supporting requirement for the leave and submitted to the Superintendent responsible for Occasional Teachers or designate no later than two (2) school weeks from effective date of the leave.
- c) Leaves for purposes of maternity, paternity or adoption of a child under 11.02 (a) shall be confirmed in writing by the Superintendent responsible for Occasional Teachers or designate within two (2) calendar weeks of receipt of the request submitted under 11.02(b).

**11.03 - Bereavement Leave**

A Long-Term Occasional Teacher shall be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows provided notification is given to the Superintendent responsible for Occasional Teachers or designate and provided the death occurs during a long-term occasional teaching assignment:

- (1) Up to a maximum of five (5) consecutive working days upon the death of a:
 

spouse	brother	step-child	grand-parent
child	sister	step-parent	step-brother
parent	guardian	grand-child	step-sister
- (2) Up to a maximum of three (3) consecutive working days upon the death of a:
 

parent-in-law	brother-in-law	spouse's brother-in-law
son-in-law	sister-in-law	spouse's sister-in-law
daughter-in-law	grand-parent-in-law	
- (3) Up to a maximum of two (2) working days in any one school year, to be used separately or together, upon the death of:
 

an aunt	a spouse's aunt	a close friend
an uncle	a spouse's uncle	
any other family member not listed herein		
- (4) It is understood that the leaves under 11.03(1), (2) and (3) above may not be taken if one week or more of a vacation period remains at the time of death.
- (5) One (1) day maximum to attend the burial of a relative covered under paragraph (1) of this clause if the death has occurred during the winter months.
- (6) An additional day or days without deduction of salary may be granted for special circumstances such as excessive travelling as approved by the Director of Education or designate.

**11.04 - Personal Leaves** shall be in accordance with Part A, Article 16 of this Collective Agreement and as follows:

It is recognized that Teachers may have emergencies, business or personal affairs that could not be or could not have been reasonably scheduled outside of the school hours or during vacation periods. The intent of a Leave for Personal Reasons is to assist the Teacher to attend to the above noted matters.

a) A Long-Term Occasional Teacher shall be eligible for one half-day of personal leave for each fifty (50) days on a long term assignment to a maximum of two (2.0) days in any one school year.

- (i) The Long-Term Occasional Teacher shall make every reasonable effort to provide five (5) days' notice to allow time to book a replacement.
- (ii) Personal leave days shall not be taken on a professional development day, the school day immediately preceding and/or immediately following a holiday, or a vacation period, unless the leave is approved by the Director or designate.

b) A Long Term Occasional Teacher may apply to the Director of Education or designate for an urgent one day leave of absence without pay and without interruption to the consecutive days of the Long Term Assignment.

**11.05 - Other Leaves**

- a) An Occasional teacher who obtains a temporary teaching assignment with an educational institution may request a leave of absence for the duration of the temporary teaching assignment
- b) Requests for leaves under 11.05 a) shall be made in writing accompanied by documentary evidence supporting requirement for the leave and submitted to the Superintendent responsible for Occasional Teachers or designate no later than two (2) calendar weeks from effective date of the leave.
- c) Approval of leaves under 11.05 a) shall be confirmed in writing by the Superintendent responsible for Occasional Teachers or designate within two (2) calendar weeks of receipt of request submitted under 11.05 b).
- d) Daily occasional teachers who require an unpaid leave of absence for reasons of personal injury or illness shall be granted such leaves upon request. When requested by the Board, the teacher shall provide a note from a medical practitioner certifying that such employee is unable to carry out his/her duties. The teacher will remain on inactive status for the period of the leave and be reactivated upon his/her return. The teacher will be returned to the position he/she held on the "A Call Out List" or the "B Call Out List" prior to the commencement of the leave.
- e) Teachers requesting a leave of absence for reasons not otherwise covered in this article shall be granted one or more leave(s) not exceeding a total of two (2) weeks in any school year. Additional leave(s) may be granted at the sole discretion of the Director of Education or designate. Such requests shall not be unreasonably denied. The teacher will remain on inactive status and reactivated

upon his/her return. A teacher returning from a leave of absence will return to the same call out list he/she was on prior to the commencement of the leave.

- f) A teacher who requires a leave of absence of greater than two (2) weeks for reasons not otherwise covered in this article will be placed on the "B Call Out List". In the event of a vacancy on the "A Call Out List", such teachers will be placed into vacancies in order of seniority subject to the availability conditions in 10.04 (2).

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12.01 - Definitions**

- (1) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement, and is identified as one of the following:
- a) An individual grievance is a grievance lodged by the Bargaining Unit on behalf of one member covered by this collective agreement, or
  - b) A group grievance is a grievance lodged on behalf of two or more members covered by this collective agreement, by the Bargaining Unit, upon a common issue, or lodged by the Board against two or more members covered by this collective agreement, upon a common issue, or,
  - c) A policy grievance is a grievance lodged by either party, other than under a) or b) above.
- (2) A party is:
- a) the Occasional Teachers' Bargaining Unit
  - b) the Board.
- (3) A member is an Occasional Teacher in the employ of the Board who is covered by this collective agreement.
- (4) Days shall mean business days unless otherwise stated.

### **12.02 - Solution of Problems at the Administration Level**

- (1) The parties agree that most problems can be solved satisfactorily at the administrative level by contacting the Superintendent responsible for Occasional Teachers or designate.
- (2) The parties may proceed to a process of consultation within five (5) days of the initial contact made in 12.02 (1) whereby a meeting may be arranged which shall include a member of administration, the member involved (optional), the President or designate of the Association and any other persons who may be of assistance in arriving at a satisfactory resolution to the problem.



### 12.03 - Procedure for Individual Grievance

#### STEP I

- (1) In the case of an individual grievance, the bargaining unit, on behalf of the member shall make a written statement containing:
  - a) a description of how the alleged dispute is grievable as defined in Article 12.01 (1) a);
  - b) the circumstances giving rise to the grievance, and the matter complained of;
  - c) the relief sought; and
  - d) the signature of the duly authorized official of the bargaining unit, and when applicable the signature of the grieving member; and deliver same to the Superintendent responsible for Occasional Teachers or designate within thirty (30) days of the meeting under clause 12.02, or within thirty (30) days of the occurrence giving rise to the grievance.
- (2) Within 10 days of the filing of the grievance, a meeting may be held with a representative of the Association, who may be accompanied by the grieving member, and the Superintendent responsible for Occasional Teachers or designate who may be accompanied by another Board designate. The Superintendent responsible for Occasional Teachers or designate shall reply in writing within 10 days following receipt of the signed grievance under paragraph (1) above or within 10 days of the meeting at Step 1 if one occurs.

#### STEP II

- (1) If a satisfactory settlement is not reached at Step I, the Association, on behalf of the grieving member may request within ten (10) days of receipt of the reply of the Superintendent responsible for Occasional Teachers or designate that the grievance be referred to the Director of Education for a meeting. Within ten (10) days of receipt of such request, the Association, who may be accompanied by the grieving member, shall attend the meeting to bring evidence and discuss the matter grieved upon.
- (2) The Director of Education shall render his/her decision in writing within 10 days following the meeting.

#### STEP III

If the reply of the Director of Education is not satisfactory, the Association on behalf of the member may within 10 days of the receipt of the reply, request in writing that the matter be referred to arbitration for adjudication. In situations where the employment relationship is in jeopardy, the Association may request, in writing that the matter be referred to the Committee of the Whole Board.

If a satisfactory settlement is not reached at Step 1, the Association on behalf of the member may decide to refer the matter immediately to arbitration for adjudication.

### 12.04 - Policy and Group Grievance

The following steps shall be taken by a party in the case of a policy or group grievance. A policy or group grievance may be filed by either the bargaining unit or the Board and either

party may decide at which step the procedure will begin. A policy grievance or group grievance shall be initiated within 20 days from the date of the occurrence giving rise to such grievance.

#### STEP I

The party initiating the grievance shall make a written statement containing:

- (1) a description of how the alleged dispute is grievable as defined in Article 12.01(1)(b) or (c);
- (2) the circumstances giving rise to the grievance, the matter complained of and the name of the Teacher(s) involved;
- (3) the relief sought; and
- (4) the signature of the duly authorized official or the party making the grievance; and deliver same
  - a) to the Superintendent responsible for Occasional Teachers or designate
  - b) to the President of the bargaining unit

as the case may be, who shall, within 10 days of same reply in writing.

#### STEP II

If the reply of the Superintendent responsible for Occasional Teachers or designate or the President of the bargaining unit is not acceptable, the party making the grievance may then within ten (10) days of receiving such reply, request in writing that the matter be referred to arbitration for adjudication.

The time line for requesting arbitration may, by mutual agreement be extended. In the interim, either party may refer the matter to the Director of Education who shall provide a written reply within ten (10) days following a meeting at which both parties shall have been heard. Such meeting shall take place within ten (10) days of the matter having been referred to the Director. In such circumstances, if the reply made is not acceptable, the party making the grievance may within ten (10) days of receiving such reply request in writing that the matter be referred to arbitration for adjudication.

#### **12.05 - Arbitration**

- (1) The party desiring Arbitration shall within the time lines above notify the other party in writing both of its desire to submit the grievance to arbitration and of its choice of submitting the matter either to a single arbitrator or to a three-member Arbitration Board. The recipient of the notice shall, within ten (10) days of receipt of the notice inform the other party of its receipt and of the name of legal counsel acting on the party's behalf.

If a single arbitrator has been selected, but the parties fail to agree on the nominee, the appointment shall be made by the Minister of Labour on the request of either party. If the appointees to an Arbitration Board fail to agree upon a Chair, the

appointment shall be made by the Minister of Labour at the request of either party. The single Arbitrator or the three-member Board, shall hear representations by the parties and/or representatives and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any member or members affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs.

- (2) The Arbitrator or three-member Board shall not by decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.
- (3) It is anticipated that the single Arbitrator or three-member Board will make every effort to render its decision thirty (30) days from the date of the completion of the hearing of the grievance.
- (4) The fees for a single Arbitrator, or a Chairperson of a three-member Board, shall be shared equally by the parties. Each party shall bear the cost of its own appointee on a three-member Arbitration Board.

#### **12.06 - Expedited Arbitration**

Notwithstanding the procedure above, either party may request access to Expedited Arbitration in accordance with Section 49 of the Ontario Labour Relations Act.

#### **12.07 - Time Limits**

Time limits may be extended if mutually agreed upon in writing. If the Association fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the Respondent fails to comply with the time limits, the Association shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by email, registered mail, Board electronic mail, or hand delivered to the party's representative within set time limits shall be considered as complying with the time limits. Receipt of a document shall be on the day it is delivered if before 4:30pm, otherwise on the next business day after it is delivered. If forwarded by registered mail, receipt will be on the third business day following its postmark.

#### **12.08 - No Reprisals**

There shall be no reprisals of any kind against any person because of his/her participation in a grievance or arbitration procedure under this Agreement.

**ARTICLE 13 - STAFFING LONG TERM ASSIGNMENTS** shall be in accordance with Part A, Article 17 of this Collective Agreement.

#### **13.01 - Terms of Assignment**

- a) A Long-Term Occasional Teacher shall have a dated contract specifying the assignment, the duration of the assignment where known, and salary. Where feasible, a Letter of Assignment shall be forwarded to the Occasional Teacher within five (5) working days of the beginning of the assignment.
- b) The Board shall endeavour to give an Occasional Teacher on Long-Term Assignment a minimum of 5 days' notice of the conclusion of the assignment where possible.

- c) In determining whether to grant a Long-Term occasional contract, the Board shall not regard Professional Development days, statutory holidays, bereavement, subpoena as a witness, jury duty or emergency school closing as breaking the consecutiveness of the teaching days involved, but neither a Professional Development Day, statutory holiday, bereavement, subpoena as a witness or jury duty shall be regarded as a teaching day.
- d) Once a long term assignment has been granted, the incumbent Occasional Teacher shall be given time off:
  - i) with salary deduction to appear before a court or tribunal as a party to a litigation;
  - ii) without salary deduction to appear before a court or tribunal as a witness or juror;
  - iii) without salary deduction and without deduction from sick leave credits, in any case where, because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his/her duties.
- e) A Long-Term Occasional Teacher who is scheduled to work when there is a professional development day shall be required to participate in the scheduled professional activities and shall be paid for such days.

## **ARTICLE 14 – OTHER MATTERS**

### **14.01 - Information Re: Association Members**

- a) All Occasional Teachers employed with the Board, shall be members of the Association. The Board will supply the Local Association with an up-to-date list of the Occasional Teachers, their phone number(s), e-mail addresses and addresses, horizontally, one entry per line. Such a list will be provided in a mutually agreed to electronic format upon request of the Association, but not more than twice per year.

It is understood that the President of the Bargaining Unit will use the information for bona fide purposes within his/her duty as the collective bargaining representative of the employees as he/she will act as custodian of the employees' interests.

- b) If leaves or requests for inactive status are granted to Occasional Teachers, the Board shall provide the Local with the name of the inactive Occasional Teacher and stipulate the duration of the leave and the reactivation date of the Occasional Teacher. The Board shall provide the President this information within ten (10) working days of the granting of the leave or inactive status.

### **14.02 - Association Dues**

- a) In every pay period, the Board shall deduct from every pay of each Occasional Teacher the appropriate amount of dues as authorized by the Constitution of the Association and directed by its Executive.

- b) Dues deductions made as in Clause 14.02 a) shall be forwarded to the Provincial Secretary-Treasurer of the Association. Such deductions shall be accompanied by a computer listing indicating the Occasional Teacher's name, and the amount of the dues deducted.

It is understood that the Association will use the information for bona fide purposes within its duty as the designated bargaining agent of the Occasional Teachers under the *Education Act* and the *Labour Relations Act*.

#### **14.03 - Call-Out Information**

The Board shall send to the President the following summaries:

- a) Smart Find Express (SFE) calling information, when requested, containing the order and time of calls made for a specified job;
- b) SFE job report on a bi-weekly basis coinciding with the Occasional Teacher pay periods;
- c) by the 15<sup>th</sup> day of the following month, a summary of long-term positions stating the name of the Occasional Teacher, the statutory position and the dates of commencement and completion.

#### **14.04 - Bulletin Boards**

The Board shall provide space on a bulletin board in each school for the posting of notices which may be of interest to Occasional Teachers. The posting of such notices shall be subject to the approval of the school principal.

**14.05 - External Positions** shall be in accordance with Part A, Article 17 of this Collective Agreement and as follows:

The Board will keep its Occasional Teachers informed of the permanent and long term teaching positions available at either the Elementary or Secondary panel. To this end, the Board will:

- a. post all permanent and long term occasional teaching positions, whether Elementary, or Secondary on the Board's website;
- b. send copies of all postings of permanent Teacher positions to the Local President of the Association whenever these postings are distributed to the schools.

#### **14.06 - Access to Records**

- a) On application to the Superintendent responsible for Occasional Teachers or designate, an Occasional Teacher shall be entitled to peruse and make a copy of any report in his or her file.
- b) A copy of all Principals' reports on any Occasional Teacher shall be given to the said Occasional Teacher for signature and shall become a part of the Occasional Teacher's file.

- c) No documents shall be placed in an Occasional Teacher's personnel file unless a copy is provided to the Occasional Teacher first.
- d) If an Occasional Teacher disputes the accuracy of information in his/her personnel file, the Occasional Teacher may request, in writing, to have information corrected or have specific information removed. An Occasional Teacher has a right to append a written response to a particular document contained in his/her personnel file.

#### **14.07 - Reporting Pay**

- a) An Occasional Teacher who reports for a half-day assignment as a result of a call-out error shall be given employment in an educational capacity for one-half day and shall be paid a half-day's pay for reporting as required.
- b) An Occasional Teacher who reports for a full day assignment as a result of a call-out error shall be given a full day's employment in an educational capacity and shall be paid a full day's pay for reporting as required.

#### **14.08 - Professional Development**

Once each school year, the Board will provide a one-half (1/2) day unpaid in-service training program for Occasional Teachers. In preparing such a program, the Board will endeavour to hold such in-service program on the same day as one of the Board planned Professional Activity Days.

#### **14.09 - Mileage Allowance**

Any Occasional Teacher who performs the duties of a teacher who receives a mileage allowance, will receive that same allowance when performing the duties of that teacher.

#### **14.10 - Local Strikes and Lockouts**

The Board agrees that there shall be no lock-out of Occasional Teachers and the Association agrees that there shall be no strike during the life of this Agreement. Strike and Lock-Out shall be as defined in the Ontario Labour Relations Act and the School Boards' Collective Bargaining Act.

#### **14.11 - No Discrimination**

There shall be no discrimination by the Board, the Association or any Occasional Teacher against any Occasional Teacher because of membership in the Association or any legal activity pursuant to this agreement and pursuant to rights granted by legislation.

#### **14.12 - Distribution of Agreement**

- a) The agreement shall be printed and the printing costs shall be shared equally by the Board and the Association.
- b) Each Occasional Teacher on the Occasional Teachers' Roster shall receive a copy of this agreement as soon as possible after the official signing of this agreement.
- c) New Occasional Teachers will be provided with a copy of this agreement upon being added to the OT Roster.

**14.13 - Notice of Renewal** shall be in accordance with Part A, Article 1 of this Collective Agreement.

**14.14 - Health and Safety**

It is understood that the Board shall ensure a healthy and safe workplace for Occasional Teachers. The Association shall select one representative to participate on the joint Health and Safety Committee.

It is also understood that Occasional Teachers participating in WHMIS training shall be compensated up to a maximum of two hours of their daily rate of pay.

**SIGNATURE PAGE**

In witness whereof, the parties hereto have caused this agreement to be signed by their respective representatives there into duly authorized as of this 22<sup>nd</sup> day of March 2016.

The Sudbury Catholic District School Board



Michael Bellmore

Chair of the Board



Joanne B nard

Director of Education

The OECTA Occasional Teachers' Local Bargaining Unit



Chantal Rancourt

President



## LETTERS OF UNDERSTANDING

### A - Occasional in French Immersion Setting

It is understood that if a non-French speaking daily Occasional Teacher is given a French Immersion Assignment, the expectations for program delivery will be consistent with the Occasional Teacher's language qualifications.

### B - Call Out Times

It is understood that during a long weekend SFE will not call out to job positions on the Sunday of the long weekend.

It is further understood that call outs will take place during the weekday evenings of Monday through to Thursday starting at 6:30 PM and ending at 9:30 PM for next day jobs as well as for future jobs.

Morning call outs Monday through Friday shall remain at the 6:30 AM start-up time and shall continue until the job starts for the current day.

It is understood that Occasional Teachers are paid for either a half day or a full day as booked by SFE. No deduction in the Occasional Teacher's pay will be made due to late arrival resulting from a late call out by SFE or Human Resources as long as the Occasional Teacher commences the assignment within a reasonable time of the Occasional Teacher accepting the call.

### C - Start Up Times

The current updated board wide start-up times for schools should be displayed in each school as soon as it is available. The Board shall endeavour to send a copy to each Occasional Teacher prior to the first day of school.

### D - Non-Answered Call Outs

It is understood that a situation may occur whereby there may be no answer at either the Occasional Teacher's or the designates' number on a given day however, should it appear that a pattern of "no answer" is being established the Board will investigate and in consultation with the Bargaining Unit, determine the course of action to be taken.

A "pattern" as described above is defined as "no answer" by the Occasional Teacher and both of the designates on three (3) consecutive call outs.

### E - Morning Call Out Times

Notwithstanding letter B above, morning call outs from Monday through Friday shall start at 6:00 am for the 2014-2017 Collective Agreement.

Letter of Understanding

BETWEEN

SUDBURY CATHOLIC DISTRICT SCHOOL BOARD  
(hereinafter known as "The Board")

AND

THE ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION  
Sudbury Occasional Unit  
(hereinafter known as "The Association")

**PILOT – Half Day Assignments**

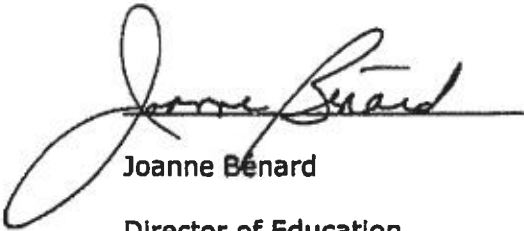
The parties agree that for the life of this collective agreement, half day assignments that are called out ahead of the day of the assignment will not count in the monitoring of refusals as outlined in article 10.07. However, half day assignments that are called out on the day of the assignment will be counted for the monitoring of refusals as outlined in article 10.07.

Dated this 22<sup>nd</sup> day of March 2016 at Sudbury, Ontario.



Michael Bellmore

Chair of the Board



Joanne Benard

Director of Education

For the Board



Chantal Rancourt

President OECTA Occasional Unit

For the Association

**EXTENSION AGREEMENT  
("The Agreement")**

**BETWEEN:**

**ONTARIO CATHOLIC SCHOOL TRUSTEES ASSOCIATION  
hereinafter: "OCSTA"**

**AND**

**ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION  
hereinafter: "OECTA"**

**AND AGREED TO BY:**

**THE CROWN**

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Agreement forms the basis of full and final settlement for an extension of 2014-17 collective agreement terms, inclusive of both central and local terms, with the effective date of September 1, 2017 to August 31, 2019. For further clarity, the ratification of this Agreement is conditional upon local collective agreement terms remaining status quo for the period of September 1, 2017 to August 31, 2019. The parties and the Crown agree to recommend the terms of this Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative or regulatory amendments and as such are subject to the legislative process. Such changes have not yet been made, nor introduced to the Legislature of Ontario. Therefore the content of this Agreement should be considered to be subject to such changes, when and if made, and if such enabling changes are not made or alter the terms of this Agreement in any fashion, this Agreement shall be considered null and void in its entirety.

2. Ratification of this Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OECTA and by OCSTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the ratification and agreement processes by March 4, 2017.
3. Central and local terms of the 2014-17 collective agreements including Letters of Understanding/Agreements having application during the term of that 2014-17 collective agreement shall continue in force and effect for the term of this Agreement. However, where a central term or local term or Letters of Understanding/Agreements have an expiry date, the expiry date will be extended by two years. This is without prejudice to the continuing effect, if any, of Letters of Understanding/Agreements and/or Minutes of Settlement not part of a 2014-17 collective agreement.

4. The extended collective agreement shall continue to consist of two parts. All provisions of Part A and Part B of the 2014-17 collective agreement shall continue until August 31, 2019 without amendment, except as noted herein.

5. The terms of this Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

## 6. COMPENSATION

School boards shall adjust their 2014-17 collective agreement salary grids, wage schedules and position of responsibility allowances, only in accordance with the following schedule:

- September 1, 2017
  - 1.5%
- September 1, 2018
  - 1%
- February 1, 2019
  - 1%
- August 31, 2019
  - 0.5%

In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all employees covered by this Agreement will be paid a lump sum of 0.5% of wages earned in the 2016-2017 school year. OECTA agrees that it will conduct a survey of its members on the usage of these funds and provide the results to the Crown.

Method of payment for September 1, 2017 lump sum:

0.5% of earned wages in the 2016-17 school year as a lump sum payment to all employees of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 5, 2017.

Permanent employees on a statutory leave for any part of the 2016-17 school year will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be calculated as if they earned their normal salary/wage for the period of the time on the statutory leave.

Employees on an approved deferred salary leave for any part of the 2016-2017 school year, (e.g. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-2017 as if they earned their normal salary/wage for the period of the time on the deferred salary leave.

The lump sum payment shall be provided by November 1, 2017.

For clarity, September 1, 2017 and September 1, 2018 are intended to reflect the first day of the school year. August 31, 2019 is intended to reflect the day preceding the start of the 2019-2020 school year.

The parties agree that, if the percentage increases in aggregate for general salary, wages, allowances and lump sum payments are less than the aggregate percentage increases for those payments agreed to at any other teacher table(s) for the years 2017-18 and 2018-19, the increases for 2017-18 and 2018-19 agreed to at the other table(s) will be allocated to OECTA members. This provision is not applicable to the adult day school teachers' provisions.

## **7. BENEFITS**

Effective September 1, 2017, inflationary increases shall be provided in each of the following years:

- September 1, 2017 : 4%
- September 1, 2018 : 4%

There will be a reconciliation process based on the audited financial results for the year ending on December 31, 2018 equal to the lesser of the total cost of the plan per FTE and the funded amount per FTE in place as of September 1, 2017. This reconciliation will adjust the go-forward amount per FTE as of September 1, 2019. Notwithstanding the above, effective September 1, 2019 the funded amount per FTE shall not be less than \$5, 580.95.

Total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the OECTA ELHT's financial statements for OECTA members, excluding any and all costs related to retirees. The parties agree that the audited financial statements should provide a breakdown of total cost consistent with this definition. FTE is defined in accordance with article 4.1.2 of the Benefits Letter of Agreement #5 in the 2014-2017 agreement on central terms.

The parties agree to amend the Letter of Agreement #5 re. Benefits of the 2014-17 Agreement on Central Terms to replace the sentence "The Trustees, as defined in 2.1.0, shall determine the Participation Date which shall be no earlier than September 1, 2016 and no later than August 31, 2017" with the following: "The Trustees, as defined in 2.1.0, shall determine the Participation Date which shall be no earlier than September 1, 2016 and no later than February 1, 2018."

## **8. SYSTEM INVESTMENTS**

The Crown will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system

investment in 2017-2018 which will continue in the 2018-2019 school year, to be prioritized for teachers to support students in need, consistent with local needs and priorities.

The amount for the English Catholic system for each of the 2017-18 and 2018-19 school years is \$33,462,209 with \$22,365,108 to be allocated to the elementary panel and \$11,097,101 to be allocated to the secondary panel, consistent with the attached chart. The total number of teachers generated by these amounts shall be 335.3 FTE teachers. In the event that there is no secondary panel, the entire amount and the total number of teachers shall be allocated to the elementary panel.

Consistent with Article 11.8 of Part A, the Joint Staffing Committee (JSC) will be provided with information relevant to 2016-2017 school staffing levels. Five working days prior to the JSC meeting, the board shall provide, to the members of the JSC areas of student need, where it is believed that additional qualified teachers are required to provide student support, from among the following:

- a) Early Years students with special education needs
- b) Students in grades 1 to 12 with special education needs
- c) Indigenous students
- d) Students in grades 1 to 12 who are potentially 'at risk'
- e) Support for student transitions
- f) English language learners
- g) Reduction of cross divisional combined grades and secondary multi-level courses

The positions required to provide student support shall not include co-ordinators, consultants or student success teachers.

The JSC shall meet to discuss the resulting allocation of additional positions, based on student needs, arising from the system investment for the 2017-2018 staffing year.

In the event that there is no agreement, the positions shall be allocated from items a, b, c or d above.

By April 15, 2017, or as otherwise agreed, the JSC shall confirm the allocation of the positions resulting from the board's portion of the system investment. The positions will be filled in accordance with Part B of the collective agreement. However, where Part B of the collective agreement does not include language outlining a posting mechanism and selection process based on objective criteria, the Board shall post, for each of these new positions resulting from the Board's allocation of the system investment, for the 2017-2018 school year, which shall be limited to:

- School(s)
- FTE
- Required qualifications in accordance with Regulation 298
- Desired qualifications and teaching experience reasonably related to the position

The Board's selection shall be made reasonably and based solely on the objective criteria, listed in the posting.

It is understood that these positions shall not be filled by principals or vice principals.

In addition to the information provided to the JSC consistent with Article 11.8 of Part A, the Board shall provide to the JSC a list of the teachers assigned, by school(s), to the new positions generated as a result of the new system investment by October 31st.

The system investment is an additional fund which shall provide additional teacher staffing to support student needs subject to fluctuations as determined by a school board acting reasonably.

9. School boards and bargaining units for which OECTA is the bargaining agent without a 2014-2017 collective agreement shall apply the terms of the Extension Agreement, following ratification of their 2014-2017 collective agreements. For those boards and bargaining units the terms of this Extension Agreement shall apply retroactively, if necessary, to September 1, 2017.

Signed at Toronto, this 26th day of January, 2017.

OECTA

Ann Hawkins  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Janice Manton Burns  
Lucy Pecorelli  
\_\_\_\_\_  
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OCSTA

[Signature]  
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[Signature]

R. Standt  
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Albertini

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CROWN

John J. Kelly




**Appendix**  
**Updated Daily Rate for the period of September 1, 2017 to August 31, 2019**

The parties acknowledge and agree that the "Agreement Extension from September 1, 2017 to August 31, 2019" signed by both parties on January 26, 2017 extends the terms of both central and local terms.

The parties further acknowledge and agree on the below adjustments to the daily rate as per the terms in the "Agreement Extension", as per Local Terms article 8.01.

September 1, 2017	\$231.71
September 1, 2018	\$234.03
February 1, 2019	\$236.37
August 31, 2019	\$237.55

Dated this \_\_\_\_ day of May, 2018 at Sudbury, Ontario.

  
\_\_\_\_\_  
Joanne B nard  
For the Board

  
\_\_\_\_\_  
Chantal Rancourt  
For the Association