
Collective Agreement

**Between OECTA Secondary Teachers' 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 97th 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 98th 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 30th 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 30th 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 ProjectChanges 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 1/12th 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 31st and March 31st 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 31st and March 31st 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 31st and 720 on March 31st, 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 31st and March 31st 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 1st) 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.**

2. Is this condition the result of: (check one)

Non-occupational illness/injury

Occupational illness/injury

3. Is he/she receiving treatment: Yes No

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

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

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

6. 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

7. 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)

<u>Level of Functioning</u> (Please circle which level applies for each task)	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Supervision Required	needs constant supervision	needs frequent supervision	needs limited supervision	requires no supervision
Supervision of Others	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
Tolerance to Deadlines	cannot deal with deadline pressures	occasionally deal with deadlines	can deal with deadlines that are reoccurring	can deal with strict deadlines
Attention to Detail (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
Performance of Multiple Tasks	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
Tolerance to External Stimulus	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
Ability to Work with Others Cooperatively	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
Confrontational Situations	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
Responsibility and Accountability	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 <input type="checkbox"/> 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)			
Walking: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify) _____	Standing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify) _____	Sitting: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify) _____	Lifting from floor to waist: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 5 - 10 steps <input type="checkbox"/> Other (please specify) _____		
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify): _____	<input type="checkbox"/> Work at or above shoulder activity: _____	Limited pushing / pulling with: Left Arm <input type="checkbox"/> Right Arm <input type="checkbox"/> Other (please specify) <input type="checkbox"/> _____	<input type="checkbox"/> Limited use of hand(s): 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"/> Operating motorized Equipment	<input type="checkbox"/> Environmental Exposure to: (heat, cold, noise)	<input type="checkbox"/> Chemical exposure to: _____	<input type="checkbox"/> Exposure to Vibration: Whole body hand/arm
Other (Please describe) _____			
Prognosis - From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 1-2 weeks <input type="checkbox"/> 3-5 weeks <input type="checkbox"/> 6-8 weeks <input type="checkbox"/> 2-3 months <input type="checkbox"/> 4-6 months <input type="checkbox"/> 6+ months <input type="checkbox"/> Unknown			
Recommendations for work hours and start date: <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> 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.

OECTA – PART B: LOCAL TERMS

BETWEEN

THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD

AND

**THE OECTA SECONDARY
TEACHERS' LOCAL**

(SUDBURY UNIT)

FOR THE

SCHOOL YEARS 2014-2015, 2015-2016, 2016-2017

LOCAL TERMS

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Preamble

WHEREAS, it is the common goal of the Board and the O.E.C.T.A. Secondary Teachers Local Bargaining Unit to provide the best possible Catholic educational services to the students of this community;

AND, WHEREAS, to achieve that common goal it is essential that the Board and the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit maintain the harmonious relationship which exists between them;

AND, WHEREAS, the Board and the OECTA Secondary Teachers' Local Bargaining Unit are committed to achieving excellence, ensuring equity, promoting well-being of all staff and students, and enhancing public confidence;

THEREFORE it is the desire of the Board and the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit to set forth in this agreement the salaries, allowances, benefits and any term or condition of employment as mutually agreed upon.

Article I - Recognition

1.01 - Exclusive Recognition

Pursuant to the Education Act as amended and the Regulations of the Ministry of Education and Training, the Sudbury Catholic District School Board (hereinafter called the Board) recognizes the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit as the regular, sole and exclusive negotiating agent for all teachers comprising its membership.

1.02 - Application

The terms of this agreement shall apply to all members of the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit.

1.03 - Definition of a Teacher

"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 the Board to teach but does not include a supervisory officer, a principal, a vice-principal or an instructor in a teacher-training institution.

Persons for whom the Board has secured a Letter of Permission under Regulation 183 shall be deemed as teachers. The Board shall report to the Association every vacancy and appointment made under Regulation 183.

1.04 - Composition of the Local Bargaining Unit

The O.E.C.T.A. Secondary Teachers' Local Bargaining Unit shall be composed of every Part X.1 teacher who is assigned to one or more secondary schools operated by the Board, or to perform teaching duties in respect of such schools all or most of the time excluding Occasional Teachers.

Only OECTA Secondary members will be assigned to deliver the non-credit portion of Guidance.

1.05 - Communication Between the Board and the Association

All communication between the Board and the Association will be done through the Director of Education or designate and the President of the O.E.C.T.A. Secondary Teachers' Local Bargaining Unit.

1.06 - Commitment to Catholic Education

The Board and the Association value the publicly funded Catholic School system, and share responsibility for providing a Catholic education.

In recognition of the importance of a Catholic education system, both parties acknowledge the benefits of teacher professional development in the area of Catholic faith development. Any teacher who became a member of the OECTA Secondary Teachers Local Bargaining Unit effective September 1st, 2008, or thereafter, shall register and successfully complete the Religious Education Part 1 Additional Qualification Course operated by OECTA and OCSTA. Teachers must successfully complete the course within twenty-four (24) months of their date of hire. Within sixty (60) days of the successful completion of the course and submission of proof of payment, the teacher shall be reimbursed for one-half (1/2) of the cost of the course. An extension may be granted for extenuating circumstances at the sole discretion of the Superintendent of Education; however, reimbursements are only applicable to courses completed within the first twenty-four months of employment.

In adherence to the philosophy of Catholic Education, employees of the Sudbury Catholic District School Board are encouraged to direct their school taxes to the English Catholic school system.

Article II – Duration – as per Part A, Central Terms, Article 1 of this Collective Agreement, and in addition the following:

2.01

- (1) This agreement shall be in effect on the first day of the 2014-2015 school year and continue in force until the 31st day of August, 2017.
- (2) No changes can be made to Part B of this Agreement without the mutual written consent of the parties; nor can any changes be made to Part B of this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- (3) No teacher shall be requested or required to perform the duties of any other teacher or employee of the Board who is engaged in a strike.
- (4) In the event that the school year begins prior to September 1, all applicable clauses including but not limited to those pertaining to experience, qualifications, leaves and remuneration, including Schedule A, shall be applied effective retroactively to the first day of the school year.

Article III - Management Rights

3.01

- (1) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with the collective agreement and subject to the provisions of the Ontario Labour Relations Act, the Constitution Act, 1867, and in particular Section 93 thereof, and the Acts and regulations of the Ministry of Education and the Province of Ontario.
- (2) A teacher will be considered to be on probation until the teacher:
 - a) has completed two years of employment with the Board, if the teacher has less than one year of experience, as a teacher in a secondary school in Ontario before commencement of employment with the Board; or
 - b) has completed one year of employment with the Board, if the teacher has one or more years of experience, as a teacher in a secondary school in Ontario before commencement of employment with the Board.

- (3) It is expected that teachers will provide two months notice of resignation for the purpose of retirement as verified by the Teachers Pension Plan.

Article IV - Placement

4.01 - Evaluation of Qualifications

- (1) The placement of each teacher shall be in accordance with the statements of evaluation issued by the Qualifications Evaluation Council of Ontario (QECO) based on Programme 5.
- (2) 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 teacher.

4.02 - Experience

- (1)
 - a) 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 while employed as a Teacher with a school board constituted under the Education Act or an educational institution acceptable to the Board subject to paragraph (2), and shall be recognized in full to the nearest month as of September 1st of each year.
 - b) Experience shall accumulate during all leaves for which salary is maintained and for the statutory duration of Family Medical leave, pregnancy leave and/or parental leave as defined in the Employment Standards Act of Ontario; it will be suspended during all other leaves.
- (2) With respect to teachers of Business or Technical Studies with or without an Ontario Teacher's Certificate, their related trade, industrial or business experience will be recognized as provided below.

Effective September 1, 2000 teachers who hold a Certificate of Qualification in a trade under the Trades Qualification and Apprentice Act and who possess College of Teachers qualifications to teach technological studies courses will be granted one year of teaching experience for salary purposes for each year of trade experience related to the subject to be taught and earned after trade certification but prior to employment with the Board. The courses eligible for the allowance are: Construction Technology, Manufacturing Technology, Technological Design, Transportation Technology, Communication Technology. The Board will determine the amount of trade experience to be credited.

LOCAL TERMS

4.03 - Implementation

- (1) A teacher who qualifies for a salary adjustment prior to September 1st in any year, will be entitled to a salary adjustment effective September 1st if he/she submits the acknowledgement of receipt of his/her application to QECO on or prior to December 31st and the Board receives the teacher's Certificate of Qualifications and revised QECO evaluation on or prior to March 1st of the following calendar year.
- (2) A teacher who qualifies for a salary adjustment after September 1st but on or prior to December 31st, will be entitled to a salary adjustment effective January 1st if he/she submits the acknowledgement of receipt of his/her application to QECO prior to March 1st and the Board receives the teacher's Certificate of Qualifications and revised QECO evaluation on or prior to May 1st of the same calendar year.
- (3) No request for a salary adjustment will be accepted after the last day in February.
- (4) The Board will confirm electronically the receipt of a teacher's Certificate of Qualifications and revised QECO evaluation certificate.
- (5) For the purpose of this clause, documents must be received by the Board or postmarked no later than the date specified in paragraphs (1) and (2) above.

Article V - Salary Scales and Schedule of Allowances - In accordance with Part A, Central Terms, Article 2 of this Collective Agreement, and in addition the following:

Preamble

The annual salary of each teacher shall be determined according to the following salary scales and schedule of responsibility allowances.

In the case of a teacher who is teaching less than full-time the annual salary shall be prorated according to the percentage of teaching time.

5.01 - Salary Scales

See Schedule "A".

5.02 - Method of Payment of Salaries

Teachers annual salary will be disbursed in equal bi-weekly installments on Thursday from September to August.

For teachers teaching semester 1 only, a wrap-up will be paid out as a lump sum at the end of the semester worked. For teachers teaching semester 2 only, an adjustment will be made on the bi-weekly payments in order to enable an equalized distribution of salary over the period of work and July and August.

A teacher who is not teaching a full school year is entitled to be paid his/her salary in the proportion that the total number of school days for which he/she performs his duties in the school year bears to the total number of school days in the school year.

5.03 - Transportation Allowance

Where the Board requests teachers to attend in-service meetings, or to travel during the school day, the Board shall reimburse them at the greater of the rate of 35.0 cents per kilometre or as specified in Board Administrative Procedures and Guidelines.

5.04 - Conference Allowance

- (1) Where the Board requests teachers to attend special workshops, meetings, conferences, conventions or courses (excluding additional qualifications courses, such as Religious Education Part I, II and III operated by OECTA and OCSTA) outside the District of Sudbury as Board representatives, the Board shall reimburse the teacher's expenses upon receiving the appropriate receipts as required for:
 - a) registration fee
 - b) transportation costs as approved by the Director of Education or designate
 - c) accommodation costs up to \$150.00 per day upon submission of receipts
 - d) per diem of \$50.00 (receipts not required)
- (2) Where attendance at any one of the above functions is at the teacher's request, the Board may reimburse part or all of the expenses at the discretion of the Director of Education or designate.
- (3) The Board shall attempt to replace any teacher referred to in paragraph (1) with an occasional teacher.

Article VI - Benefits - In accordance with Part A, Central Terms, Article 3, 4, 7, and 13 of this Collective Agreement, and in addition the following:

In the case of part-time teachers, the Board's contribution for benefits under clauses 6.01 and 6.02 will be prorated according to the percentage of teaching time as specified in the contract of employment.

The parties to this agreement acknowledge that the cost increase of premiums will be calculated as part of the overall costs to the Board for negotiation purposes.

The Board shall provide the OECTA Secondary Local Bargaining Unit with the premium costs, enrolment levels and utilization of the benefits for the bargaining unit, on an annual basis within 15 days of being received by the Board.

The Board shall provide the OECTA Sudbury Secondary Local Bargaining Unit with the Benefits' Plans Master Policies in effect and the updated Master Policies, following amendment or renewal, within 15 days of being received by the Board. The parties acknowledge and recognize that the Board is not the insurer; however the Board will maintain same or equivalent coverage in the Master Policies for the life of this agreement. However, it is understood that any enhancements to benefits as a result of the PDT Benefits Enhancements Letter of Understanding shall be incorporated effective September 1, 2010.

The Local Bargaining Unit shall be consulted during the process in the event of a change in carriers.

The Board shall ensure that all members of the OECTA Sudbury Secondary Local Bargaining Unit shall have access to information regarding benefits coverage. The Board shall consult with the President of the Bargaining Unit regarding the content and the method of delivery of this information and shall endeavor to make the information available in a timely manner but no later than March 1, 2009.

Benefit coverage for active employees working beyond age 65 is amended as follows:

- (1) All benefit coverage will terminate at the earlier of the employee's last day of work or the age 70;
- (2) Optional Life benefits (if any) terminate as per the current contract with the benefit provider and will not be extended to age 70;
- (3) Basic Life insurance will continue at the current volume to the earlier of the employee's last day of work or the age 70;
- (4) Extended Health Care coverage will be amended to reflect that drug claims for employees and dependants over age 65 are first paid by the Ontario Drug Benefit Program (first payer) with the balance paid under the Board's group insurance plan (second payer).
- (5) Optional accidental death and dismemberment (if any) terminates at the earlier of the employee's last day of work or the age 70. Spousal coverage under this policy ends upon his/her attaining the age of 65.

6.01 - Extended Health Care Plan

The Board shall pay 100% of the premiums for the Comprehensive Extended Health Care Plan in place as at September 1, 2002 which includes a \$300 vision care plan - every two (2) years, a \$2.00 deductible pay-direct drug plan, which will only cover prescription drugs and includes mandatory generic substitution with physician override, a semi-private plan and \$50,000.00 per year Private Duty Nursing.

6.02 - Dental Plan

- (1) The Board shall pay 100% of the premium for a dental plan which limits examinations (check ups) to every twelve (12) months for adults and every six (6) months for dependent children.
- (2) This plan will reflect the current ODA schedule in effect.
- (3) This plan will include a 50% co-insurance orthodontal and major restorative plan to a maximum of \$2,500 lifetime for the orthodontal and \$2,000 lifetime for the major restorative element for all family members.

6.03 - Group Term Life Insurance Plan

- (1) The Board shall provide group term life insurance equal to two (2) times the annual salary taken to the next higher \$1,000, pro-rated to the percentage of teaching time. In addition, the Board shall provide spousal term life insurance coverage of \$18,000. The Board shall pay 100% of the group life and the spousal insurance premiums. Participation in this insurance plan shall be mandatory for all Teachers covered by this agreement.
- (2) Teachers will have the option to purchase additional coverage (Optional Life Insurance) equivalent to one (1) time the annual salary taken to the next higher \$1,000 at the Board's premium rate. Coverage is subject to insurability by the carrier. This additional coverage will be 100% at the teacher's expense.
- (3) For Life Insurance coverage purposes, annual salary includes allowances as per clause 11.08 (1) Program Leader, clause 11.08 (2) Coordinator/Consultant, clause 15.16 Trial Administrative Assignment and the additional President's allowance outlined in clause 12.05 (3).

6.04 - Long Term Disability Plan shall be in accordance with Part A, Central Terms, Article 3 and 4 of this Collective Agreement, and in addition the following:

- (1) Teachers shall pay 100% of the premiums for the plan.

- (2) Article 12.03(2) and 6.07 apply to teachers on LTD.

6.05 - Workplace Safety and Insurance Board (WSIB) Benefits shall be in accordance with Part A, Central Terms, Article 3 and Article 13 of this Collective Agreement, and in addition the following:

A teacher on staff who is injured in the course of his/her duty and has had his/her claim approved by W.S.I.B. shall receive from the Board his/her regular gross salary, consisting of W.S.I.B. award (advances) plus a top-up amount; the Board shall not make deductions from the employee's sick leave/STLDP days.

- (1) The Board shall provide the Local Bargaining Unit with a copy of the employer's report of the injury or disease (Form 7) when submitting such form to the Workplace Safety and Insurance Board with the teacher's authorization.
- (2) The Board agrees to provide to the Local Bargaining Unit and the injured teacher any return to work plan or any other prescribed information and/or correspondence between the Board and the W.S.I.B. regarding a teacher's W.S.I.B. claim with the teacher's authorization.

6.06 - Sick Leave/Short-Term Leave and Disability Plan shall be in accordance with Part A, Central Terms, Article 3 of this Collective Agreement, and in addition the following:

- (1) The Director of Education or his/her designate shall administer the Sick Leave/Short-Term Leave and Disability Plan.
- (2) The Human Resources Department shall keep a record of the number of sick leave days and short-term leave and disability plan days, the top-up bank and the deduction therefrom. Such information shall be made available to teachers.
- (3) Calculations resulting in fractions of less than one-half day throughout this plan shall be adjusted upwards to the nearest half-day.
- (4) a) Every Teacher will notify the Board's representative or agency as designated and his/her principal of his/her absence and the probable date of his/her return.
- b) The Board shall have the right to have the Teacher examined by a doctor selected by the Board in accordance with Part A Central Terms Article 3.7 of this Collective Agreement. Factors that the Board shall consider in selecting a doctor, shall include the Teacher's preference for the gender of the doctor, if expressed.

- (5) All payments to Teachers under the plan shall be computed on the basis of the rate of the regular salary such Teacher is, or would be receiving at the time the absence occurs.

6.07 - Teachers on Leaves of Absence Without Salary shall be in accordance with Part A, Central Terms, Article 7 and in addition the following:

Teachers on leaves of absence without salary (excluding pregnancy/parental and Family Medical leave) shall be permitted to remain with the various group plans as outlined in the contract but with the provision that the teacher will be responsible for 100% of the cost of the premiums. The full amount of the premiums for such coverage will be paid monthly by automatic bank withdrawals authorized by (voided) cheque.

6.08 - Early Retirement Incentive Plan

Preamble

The provisions of this article shall apply only during a time of projected teacher redundancies and, in all cases, the total number of applications allowed shall not exceed the number of redundant teachers declared under Article 11.01 herein.

- (1) A teacher who is eligible to retire on a reduced superannuation pension may elect to retire prior to reaching the age of 65 years.
- (2) Eligibility is restricted to teachers
- a) with a minimum of 10 years experience with the Board,
 - b) who are at the maximum in their salary category, and
 - c) who submit an irrevocable application to the Board by April 10th for retirement effective between June 30th and August 31st of the same year and December 10th for retirement effective January of the following year.
- (3) A maximum of 3 teachers shall be eligible for the plan.
- (4) Approval for requests shall be governed by seniority.
- (5) Access to the plan shall be limited to retirements on or before the expiration of this collective agreement.
- (6) The financial incentive shall be 5% of the annual salary per year of early retirement to a maximum of 25% of annual salary on the date of retirement.
- (7) The early retirement incentive shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the teacher and the Board upon submission

by the teacher to the Human Resources Department of written confirmation of the granting of a pension by the Teacher's Pension Plan Board.

6.09 - Liability Insurance

The Board shall continue to effect and keep in force an adequate policy or policies of insurance, insuring each teacher in its employ when acting in the course of such teacher's employment, including any Board approved activity organized by the school, in or out of school hours, against liability in respect of any claim for damages or personal injury.

6.10 - Retiree Benefits shall be provided in accordance with Part A, Central Terms, Article 7 of this Collective Agreement, and in addition the following:

- (1) For employees who retired on or before August 31, 2013 and who had 15 or more years of continuous service with the Board, the Board agrees to contribute 100% of the total premium cost for the following plans until such employees attain 65 years of age.
 - a) Comprehensive Extended Health Care which includes the semi-private plan and a prescription drug plan with annual deductible of \$25.00 single and \$50.00 family with eye glass subsidy of \$150.00 every two (2) years.
 - b) The provisions of this article apply only to a person who:
 - i) applied within ten years of normal retirement for a service pension from the Teacher Pension Plan Board; or
 - ii) applied for a Teacher Pension Plan Board Disability Pension.
- (2) Teachers retired from teaching with the Board on or before August 31, 2013, may continue to have access to group coverage plans that include extended health care plan provisions and dental plan provisions. The full amount of the premiums for such coverage will be paid by monthly automatic bank withdrawals authorized by (voided) cheque. It is understood that retired employees form a separate group with respect to plan administration, experience and premium schedules.
- (3) Teachers who retired from teaching on or after September 1, 2013 may continue to have access to group coverage plans that include extended health care plan provisions and dental plan provisions. The full amount of the premiums for such coverage will be paid by monthly automatic bank withdrawals authorized by (voided) cheque. It is understood that retired employees form a separate group with respect to administration, experience, and premium schedules.

- (4) The surviving spouse of a deceased teacher, including a retired teacher, shall be entitled to continue coverage under extended health care benefits and dental benefits as the case may be, in the Board's group plans for a period not exceeding the earliest of the date on which the teacher would have reached the age of 65 years, the date on which the surviving spouse reaches the age of 65 years or the date on which the surviving spouse remarries. It is understood that a surviving spouse who maintains coverage will form part of the retired group with respect to plan administration, experience and premium schedules. It is further understood that the surviving spouse will pay the full cost of premiums by monthly automatic bank withdrawals authorized by (voided) cheque.

6.11 - Sick Leave Credit Gratuity shall be in accordance with Part A, Central Terms, Article 5 and Letter of Agreement #2 of this Collective Agreement, and in addition the following:

- (a) A teacher qualified under paragraph (b) to receive a sick leave gratuity will receive a gratuity as follows:

10 years service, 10% of cumulative sick leave credit (with a maximum accumulation of sick leave credits of 200 days) x 1/200th of annual salary at date of retirement from teaching:

- 11 years service, 12% x 1/200th of annual salary
- 12 years service, 14% x 1/200th of annual salary
- 13 years service, 16% x 1/200th of annual salary
- 14 years service, 18% x 1/200th of annual salary
- 15 years service, 20% x 1/200th of annual salary
- 16 years service, 22% x 1/200th of annual salary
- 17 years service, 24% x 1/200th of annual salary
- 18 years service, 26% x 1/200th of annual salary
- 19 years service, 28% x 1/200th of annual salary
- 20 years service, 30% x 1/200th of annual salary
- 21 years service, 32% x 1/200th of annual salary
- 22 years service, 34% x 1/200th of annual salary
- 23 years service, 36% x 1/200th of annual salary
- 24 years service, 38% x 1/200th of annual salary
- 25 years service, 40% x 1/200th of annual salary
- 26 years service, 42% x 1/200th of annual salary
- 27 years service, 44% x 1/200th of annual salary

28 years service, 46% x 1/200th of annual salary
29 years service, 48% x 1/200th of annual salary
30 years service, 50% x 1/200th of annual salary

Partial years of service shall be rounded to the nearest month. For each month of service over the number of completed years of service 0.2% shall be added to the % provided for in this paragraph.

- (b) Saving any rights which the teacher may have acquired prior to this date and by virtue of Section 180, subsection 1 of the Education Act, R.S.O. 1990, c.E.2., and amendments thereto, after ten (10) years service with the Board:
- i) the teacher who is retired from the Board, and qualifies for, and is in receipt of a pension from the Ontario Teachers' Pension Plan Board;
 - ii) the teacher who retires from the Board and who elects to transfer the commuted value of their pension to another retirement savings arrangement in accordance with the provisions of the Teachers' Pension Act will be deemed to have retired on pension for the purpose of qualifying for a retirement gratuity if their date of retirement is within one (1) year of the date they would have qualified to receive an unreduced pension from the Teachers' Pension Plan;
 - iii) Where the Director of Education permits at his/her discretion on compassionate grounds, the teacher who retires from the Board and/or who elects to transfer the commuted value of their pension to another retirement savings arrangement in accordance with the provisions of the Teachers' Pension Act will be deemed to have retired on pension for the purpose of qualifying for a retirement gratuity, and the Director's decision will not be grievable.
- (c) In the event of the death of a teacher either before or after retirement but before recovering the full benefits of the accumulated sick leave as provided under subparagraph (a), such remaining benefits shall be paid to the teacher's estate.
- (d) All benefits provided under subparagraph (a) shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the teacher and the Board upon submission by the teacher to the Manager of Human Resources or designate, of written confirmation of the granting of a pension or a commuted value transfer by the Ontario Teachers' Pension Plan Board.

Article VII - Grievance Procedure

7.01 - 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 or on behalf of one 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 Local 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 Bargaining Unit;
 - b) The Board.
- (3) A member is a teacher in the employ of the Board and who is covered by this collective agreement.
- (4) Days shall mean business days unless otherwise stated.

7.02 - Solution of Problems Discussed at the Administrative Level

- (1) It is felt that most problems can be solved satisfactorily at the administrative level by contacting the Superintendent of Education or designate.
- (2) The parties may proceed to a process of consultation within five (5) days of the initial contact made in 7.02(1) whereby a meeting may be arranged which shall include a member of administration, the member involved, the President or designate of the Local Bargaining Unit and any other persons who may be of assistance in arriving at a satisfactory resolution to the problem.

7.03 - Procedure for Individual Grievances

STEP I

- (1) In the case of an individual grievance, the member or Local Bargaining Unit initiating the grievance shall make a written statement containing:

- a) a description of how the alleged dispute is grievable as defined in clause 7.01 (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 grieving member and of the duly authorized official of the Local Bargaining Unit, when applicable;

and deliver same to the Superintendent of Education or designate within fifteen (15) days of the meeting, under clause 7.02, should the Superintendent of Education have been contacted within fifteen (15) days of the occurrence.

- (2) The Superintendent of Education or designate shall reply in writing within 10 days following receipt of the signed grievance under paragraph (1) above. If prior to such reply, a meeting is desired by either the grieving member or the Board, such meeting shall be held between the grieving member who may be accompanied by a representative of OECTA and the Superintendent of Education or designate who likewise may be accompanied by another Board designate.

STEP II

- (1) If a satisfactory settlement is not reached at Step I, the grieving member or OECTA, with the grieving member's written consent, may request within ten (10) days of receipt of the reply of the Superintendent of Education or designate, that the grievance be referred to the Director of Education for a meeting. This meeting will be held within ten (10) days of receipt of such request, at which time the grieving member may be accompanied by a representative of OECTA who may attend to bring evidence and discuss the matter.
- (2) The Director of Education shall render his/her decision in writing within ten (10) days following the meeting.

STEP III

If the reply of the Director of Education is not satisfactory, OECTA may, within ten (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, OECTA 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 I, OECTA may decide to refer the matter immediately to arbitration for adjudication.

7.04 - Procedure for 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 Local 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 30 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 clause 7.01 (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 of the party making the grievance; and deliver same
 - a) to the Superintendent of Education or designate
 - b) to the President of the Local Bargaining Unit

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

STEP II

If the reply of the Superintendent of Education or designate or the President of the Local Bargaining Unit 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.

The timeline for requesting arbitration may, by mutual agreement, be extended if both parties agree to refer the matter to the Director of Education in the interim who shall provide a written reply within ten (10) days following a meeting at which both parties shall have been heard. 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.

7.05 - 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 to submit the matter either to a single arbitrator or to a three-member Arbitration Board. The notice will also contain the name of the first party's nominee as single Arbitrator or its appointee 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:
- a) where a single Arbitrator has been requested, either that it accepts the other party's nominee or of the name of its own nominee.
 - b) where a three-member Board has been requested, the name of its appointee to such Board.

If single arbitration has been selected but the parties fail to agree within ten (10) days 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 within ten (10) days, 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 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 written decision thirty days from the date of the completion of the hearing of the grievance.
- (4) Cost of Arbitration:

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.

7.06 - Expedited Arbitration

- (1) Notwithstanding the procedure above, either party may request access to Expedited Arbitration under Section 49 of the *Ontario Labour Relations Act*.

- (2) The names of the following Arbitrators shall serve as Chairs for a panel of arbitrators for the duration of the agreement:

Richard Brown
Nimal Dissanayake
Robert Howe
Brian Keller
Susan Tacon

- (3) The parties are to canvass the above Arbitrators in rotation, beginning with the name following that of the last Arbitrator agreed upon, to determine the first Arbitrator who has an available date within 30 days to act as Chair of a Board of Arbitration. It is the responsibility of the parties to secure the attendance of their own nominee and counsel on the specified day.
- (4) Additional names may be added to the panel of arbitrators by mutual consent of the both parties to this agreement.

7.07 - Time Limits

Time limits may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed abandoned. If the respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by registered mail, Board electronic mail or delivery by hand 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 next business day after it is delivered, if hand delivered or sent via Board e-mail to a party or on the third business day following its postmark, if forwarded by registered mail.

7.08 - No Reprisals

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

Article VIII - Seniority Lists

8.01 - Seniority Defined

- (1) As of September 1, 2001, seniority shall, for the purpose of this agreement in establishing priority among teachers who are employed by the Board and teaching at the secondary level with the Board, mean the length of time since the most recent effective start date as stated in the letter of offer of employment.

- (2) Seniority accumulated in the Local Bargaining Unit with the Sudbury Catholic District School Board prior to September 1, 2001 shall be recognized on the basis of the formula and seniority list applicable on August 31, 2001.
- (3) For the purpose of the tie breaker, "continuous employment" shall mean the continuous employment with the Board since the most recent effective start date in the Local Bargaining Unit where "continuous employment" shall include:
 - A) exchange teaching
 - B) loan to DND
 - C) Federation leaves
 - D) any and all leaves taken with the approval of the Board
 - E) leaves for lengthy illness

8.02 - Seniority List Established

- (1) Each teacher employed by the Board and teaching at the secondary level with the Board shall be placed on the seniority list. If a teacher is not employed full-time, the appropriate fraction will be indicated on the seniority list.
- (2) The Seniority List shall be established by the Board in consultation with the Local Bargaining Unit.
- (3) The Seniority List shall be continuously updated with a copy thereof provided to the Local Bargaining Unit September 30th and March 30th.
- (4) Part-time teachers shall not be pro-rated.

8.03 - Criteria for the Establishment of the Seniority List

- (1) Seniority shall be established within Grade 9 to Grade 12 on the basis of the most recent effective start date with the Board in the Local Bargaining Unit as per Article 8.01. The seniority list shall be based on the length of time since the most recent effective start date with the Board in the Local Bargaining Unit.
- (2) Should there be a tie in seniority, the following shall be used as a tie breaker in descending order:
 - a) where the teachers have the same seniority, the length of continuous employment with the Board from the the most recent effective start date with the Board as defined in article 8.01 shall be the first tie breaker to establish ranking;

- b) where the teachers have the same seniority under (2) (a) the order on the list shall be determined on the basis of total teaching experience with the Board or its predecessor boards; then,
- c) where teachers have the same seniority under (2) (a) and (b) the order on the list shall be decided upon the basis of total teaching experience in Ontario; then,
- d) where teachers have the same seniority under (2) (a) (b) and (c) the order on the list shall be decided upon on the basis of total teaching experience in Canada; then,
- e) where teachers have the same seniority under (2) (a) (b) (c) and (d) the order on the list shall be decided on the basis of QECO rating; then
- f) where teachers have the same seniority under (2) (a), (b), (c), (d) and (e) the order on the list shall be decided once by lot, unless necessary (e.g. QECO rating change), in the presence of the President of the Local Bargaining Unit or designate

8.04 - Day School Continuing Education Seniority List

- (1) Each Continuing Education teacher teaching Day School Continuing Education credit courses shall be placed on a seniority list.
- (2) The seniority list shall be established by the Board in consultation with the Local Bargaining Unit.
- (3) The seniority list shall be updated each year as of September 30th and a revised copy thereof provided to the Local Bargaining Unit as of October 30th.
- (4) Effective September 1, 1997, criteria for determining the ranking of teachers on the seniority list will be the most recent continuous teaching experience with this Board as defined in Article 8.05(1).
- (5) Part-time teachers shall not be pro-rated.

8.05 - Criteria for the Establishment of the Day School Continuing Education Seniority List

- (1) Seniority shall be established within the Day School Continuing Education component of the Board as follows:
 - a) the seniority list shall consist of the names of teachers in decreasing order of years of continuous employment;

- b) where the teachers have the same length of continuous employment with the Board from the effective date of employment, the order on the list shall be determined on the basis of total teaching experience with the Board or its predecessor boards; then,
- c) where teachers have the same seniority under (1) a) and b) the order on the list shall be decided upon on the basis of total teaching experience in Ontario; then,
- d) where teachers have the same seniority under (1) a), b) and c) the order on the list shall be decided upon on the basis of total teaching experience in Canada; then,
- e) where teachers have the same seniority under (1) a), b), c) and d) the order on the list shall be decided on the basis of QECO rating; then,
- f) where teachers have the same seniority under (1) a), b), c), d) and e) the order on the list shall be decided by lot drawn in the presence of the President of the Local Bargaining Unit or designate.

Article IX - Staffing Formula

9.01 - Determining Requirements

- (1) Staffing projections at each school will be determined based on March 31st projected enrolments. The full year staffing complement at each school will be calculated at 98% of the March 31st projected enrolments. Staffing adjustments at each school will be made on the second Friday of the new school year using 98% of the actual enrolment numbers on that date, in consultation with the President of the Local Bargaining Unit and/or the Joint Board Staffing Committee. All information pertinent to determining staffing allocations shall be shared by both parties.
- (2) The minimum number of F.T.E. classroom teachers required at each school, except for the Self-Contained/Special Education/Life Skills/Comprehensive classes, shall be calculated according to the following formula:

(i)
$$\frac{A \times C}{B \times D}$$

Where:

A = Number of regular program F.T.E. students at 98%

B = Average class size as regulated by the Ministry of Education

C = Per pupil credit load to a maximum as regulated by the Ministry of Education

D = Teaching load as regulated by the Ministry of Education (6 of 8)

- (a) The target number of students per section in the Locally Developed/Essential programs will be sixteen (16) students.
- (b) The target number of students per section in the Co-operative Education Program will be (11) students.

(ii) Resource Allocation:

Special Education Resource teachers will be assigned on the basis of 1.00 FTE Resource teacher for each 750 regular program students (excluding students in Self-Contained/Special Education/Life Skills/Comprehensive classes).

(iii) Self-Contained/Special Education Allocation:

- (a) Special Education class teachers will be assigned on the basis of 1.00 F.T.E. teacher for each full-time special education class (Life Skills, Developmental, Comprehensive).
- (b) The target number of students per section in the comprehensive sections will be sixteen (16) students.
- (c) The target number of students per section in the life skills, developmental class will be ten (10) students.

(iv) Student Success Allocation:

- a) The target number of students per section in the student success programs/learning strategies/credit recovery will be sixteen (16) students.
- b) The number of Student Success Teachers assigned board wide to secondary schools shall be consistent with the Ministry of Education funding and allocation provided for this purpose.
- c) The Student Success Teacher(s) at each secondary school shall have a timetable that designates teaching periods as per Article XIII.
- d) The Board shall send to the Local Bargaining Unit president a copy of the Annual Student Success Action Plan.
- e) Prior to the new school year the student success teacher allocation at each school will be reviewed with the Local Bargaining Unit.

(v) Guidance Allocation:

There shall be five (5) Guidance teachers assigned in the system. Assignments to schools will be determined by the Superintendent of Education in

consultation with the school principals. The assignment shall be reviewed by the Local Bargaining Unit.

- (vi) Additional Programming, (e.g. Native Studies, Alternative Schools Programs for Expelled and Suspended Students)

The number of teachers assigned Board wide for these initiatives will be based on the Ministry funding provided for this purpose.

- (vii) The sum of staff allocations in Article 9.01 for each school shall be rounded up to the nearest fraction of an FTE teacher.
- (3) There shall be two (2) teacher librarians assigned in the system.
 - (4) Additional teachers per school to be allocated by the Principal in consultation with the Superintendent of Education.

9.02 - Staffing for Alternative Programs

- (1) Alternative programs shall include, but are not limited to, Dual-Credit Programs, School-College-Work Initiatives, E-Learning, Specialist High Skills Majors Programs, and Programs for Expelled and Suspended Secondary Students.
- (2) Secondary teachers shall be assigned, as per Article XI, at each secondary school, to alternative programs in consultation with the Joint Board Staffing Committee. Such assignments shall appear on teacher timetables and classes shall appear on student timetables.
- (3) All secondary school credits are granted by the Principal based on the evaluation of a member of the Secondary Teachers Local Bargaining Unit notwithstanding where they are delivered.
- (4) A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.
- (5) Should the Board decide to assign the designation of "position of responsibility" to teachers in the Alternative School/Program(s), the remuneration shall be as per the Program Leader's compensation in Article 11.08 (5).
- (6) The delivery of programs to students who have been suspended for a duration of six (6) to ten (10) and eleven (11) to twenty (20) instructional days and to students who have been expelled and who elect to participate in the Alternative School Program shall be the responsibility of the teachers assigned to the position of Alternative School/Program(s) for expelled and suspended students.

9.03 - Sharing of Staffing Information

The President of the Local Bargaining Unit and the Superintendent of Education or designate will meet no later than October 1 and March 1 of each school year to review class size and teacher assignments.

9.04 - Joint Board Staffing Committee (JBSC) shall be in accordance with Part A, Central Terms, Article 11 of this Collective Agreement, and in addition the following:

The Parties agree that staffing needs are to be addressed in a Joint Board Staffing Committee (the "JBSC"). The JBSC shall provide a higher level of openness, disclosure and meaningful consultation.

- a) The JBSC shall be composed of the three (3) representatives selected by the Board and three (3) representatives selected by Secondary Local Bargaining Unit and mutually agreed appropriate resource staff.
- b) Meetings shall be chaired alternately by the Board and the Local Bargaining Unit. Once the JBSC is established it shall be convened no later than September 30th, in each school year, for an initial meeting. Thereafter, the committee shall meet five (5) times annually, unless otherwise agreed to by the parties. An agenda for each meeting shall be prepared prior to any meeting.
- c) The Terms of Reference for the JBSC shall include, but not be limited to:
 - i) Monitoring the existing staffing model and consulting on the staffing process;
 - ii) Reviewing and discussing secondary school staffing data and making recommendations to the Director of Education/designate on the deployment of teachers to individual schools from staff allocated to the system;
 - iii) Addressing other staffing and workload issues;
 - iv) Reviewing, sharing and consulting on the staffing and implementation of programs that include but are not limited to: Adult Continuing Education Program, Dual Credits, Specialist High Skills Majors, E-learning, Native Studies Programs, Credit Recovery, Alternative Education/Program for Expelled and Suspended Students, Laptop Program, and Student Success; and
 - v) Consulting on such other staffing issues as the JBSC agrees to.
 - vi) Sharing all relevant reports and data related to staffing and workload in a timely manner.

- d) In the event that the JBSC is unable to agree on a matter within its mandate, or to reach a decision on a timely basis, the provisions of this Collective Agreement otherwise apply.

The parties agree that the JBSC shall work in an atmosphere of collegiality, openness and transparency and to further Board-level labour relations.

Article X - Organizational Units and Positions of Responsibility

10.01 - Organization Unit Structure and Allocation

- (1) Organizational Units in each secondary school, with the exception of St. Albert's Adult Learning Centre, will be led by a teacher designated as a Program Leader.
- (2) The complement of secondary school program leader positions shall be as follows: effective September 2010, the number of Program Leader positions to specific schools shall be based on the ratio of one (1) Program Leader for every one-hundred-eleven (111) students to a maximum of nineteen (19). The allocation of these positions to specific schools shall be based on the representation by population formula. These determinations shall be made by the Board by May 15.
- (3) a) The curriculum areas assigned to each Organizational Unit shall be chosen from the following list:
- | | |
|--|-----------------------|
| Religion | Modern Languages |
| English | Music |
| Mathematics | Art |
| Social Science | Guidance |
| Science | Technological Studies |
| Business | Computer Studies |
| Special Education | Family Studies |
| Drama | |
| Physical and Health Education (Academic/Co-Curricular, Extra Curricular) | |
- b) Each school must have within one of its Organizational Units "Religion" as part of the title.
- c) Each curriculum area listed above shall be assigned to an Organizational Unit in every school.
- (4) Prior to May 30th, the Principal, in consultation with the staff and the President of the Local Bargaining Unit will prepare a plan of Organizational Units outlining the curriculum areas in each Organizational Unit.

Article XI - Staffing Process

11.01 - Redundancy Determined

- (1) Redundant teachers shall be those in excess of projected staffing requirements as determined by Article IX and recognizing the need for reasonable flexibility in determining the number of redundant staff.
- (2) Redundant positions will be determined on a system-wide basis from Grade 9 to 12 by April 15.
- (3) Procedure
 - a) Teachers will be declared redundant strictly in order of reverse seniority.
 - b) Teachers to be declared redundant will be notified in writing by April 15. The letter will state that the reason for the termination of the teacher's employment is a decrease in enrolment. The letter will also inform redundant teachers of the provisions of this Collective Agreement that could lead to their re-employment.
 - c) Before redundancy letters are issued, the Superintendent of Education or designate will review with the President of the Local Bargaining Unit and at the discretion of the President, one other member of the executive, the administration of Article 11.01.
 - d) Where there is to be an exchange of data that will be required for any meeting between the parties, the parties will meet for the express purpose of exchanging such data if requested by either party. Required explanations of the data will be given at this information session.

11.02 - Surplus to the School

- (1) For the purpose of the staffing process, itinerant staff will be assigned 100% in the school where the majority of their teaching assignment occurs during the current school year.
- (2) In the event that a teacher's assignment during the current school year is equal between schools the teacher's school will be determined by lot.
- (3) A teacher surplus to the school shall be a teacher for whom no position (in accordance with Article 9.01) will be available in the present school in the upcoming school year. Where possible surplus will be declared based on the lesser of a teacher's contract time, 50% or 100%.

- (4) The Principal and Superintendent of Education will designate surplus teachers who shall thereafter be available for transfer (A.F.T.) by May 10th.
- (5) Seniority with the Board shall be the determining factor where, in declaring a teacher surplus to the school, skill professional training and qualifications are deemed to be satisfactory subject to the right of the Board to retain sufficient qualified teachers to meet program requirements.
- (6)
 - a) Before letters are issued declaring teachers surplus to the school, the Superintendent of Education or designate will review with the President of the Local Bargaining Unit and one other member of the executive, the Administration of Article 11.02.
 - b) Where there is to be an exchange of data that will be required for any meeting between the parties, the parties will meet for the express purpose of exchanging such data if requested by either party. Required explanations of the data will be given at this information session
- (7) Teachers employed on a permanent status who are declared surplus to the school will be offered, prior to May 31st, the position of the least senior teacher in the system who has a timetable for the upcoming school year which the surplus teacher is qualified to assume or will become so qualified at the time the appointment becomes effective. The Board will accommodate the senior AFT teacher in accordance with the following modalities:
 - i) The parties recognize the responsibility of the Board, as provided for in the Education Act and Regulations, to provide the best possible program for its students.
 - ii) Inherent in providing the best possible program is the requirement to have courses for students taught by teachers who are qualified to do so.
 - iii) It is recognized by the parties that there are exceptions to the strict application of the requirements of the Education Act and its Regulations with regard to the definition of teacher qualifications in specific subject areas. As a result, the following procedure shall apply at all times.
 - (a) Teachers who instruct in a course at the Intermediate level which is not specifically designated in the Regulation as requiring OCT (Ontario College of Teachers) credits are deemed to be qualified.
 - (b) Notwithstanding i)(a) above, in the following subject areas, in order to be assigned a timetable, teachers must possess the required qualifications or obtain the needed qualifications by the date the assignment is scheduled to begin:

- Intermediate and Senior Science
 - Intermediate and Senior Mathematics
 - Intermediate and Senior Computer Studies
 - Intermediate and Senior French Immersion (including the Board competency test).
- (c) Prior to declaring a teacher surplus/redundant, the Board and the Branch Affiliate shall meet to determine whether the situation can be mitigated in favour of a senior teacher by the restructuring of proposed timetables. If such is the case, the Parties will undertake to effect such timetable restructuring as is necessary to ensure that the surplus/redundant Teacher(s) is/are the most junior teacher(s) to the school and the system.
- (d) The Board will make its best and every effort to offer to a teacher who is declared surplus/redundant a timetable in accordance with his/her seniority and qualifications, subject to Subsection (b).
- (e) It is understood that there may not be sufficient available positions for all surplus teachers.
- (f) A teacher who does not possess qualifications for at least 50% of the courses taught on the timetable, subject to section (a) herein, will commit to taking a course leading to the necessary qualifications when that course is next offered.
- (g) The Employer recognizes that there may be circumstances that prevent a teacher from taking the course referred to in (f) when it is first offered, in which case the course will be taken at the next available opportunity. Any dispute as to whether the circumstances referred to in this section are valid will be subject to arbitration under Article 7.06.
- (h) Where a teacher needs more than one course leading to the necessary qualifications, the teacher will commit to acquiring the necessary qualifications in a period of one academic term longer than the necessary course time, subject to (g) above. This provision will only apply in one instance for each subject area.
- (i) The modalities outlined in (f) (g) and (h) do not apply to the subjects outlined in (b) above.
- (j) For the purpose of the agreement, a teacher is deemed qualified in Social Science if qualified in one of the following areas: History, Geography, Individual in Society, People and Politics, World Religions and Law.

- (k) For the purpose of this agreement, a teacher who is qualified in Business Studies is deemed to be qualified in Economics.
 - iv) When adjustments are made to reflect actual enrolment, the staffing assignments shall be based on subject specific qualifications.
 - v) The Branch Affiliate shall be able to send representatives to participate in meetings, dealing with postings and the staffing process at the school and Board levels. The Association's participation in these meetings shall include making recommendations with the understanding that the final decision shall remain with the school Principal or the Superintendent of Education or designate as the case may be. It is further understood that the Local Bargaining Unit will be informed of all such meetings and retains the sole right to name teacher representatives to such meetings. The Local Bargaining Unit shall inform the Board in writing of the name of the representative chosen to attend these meetings.
- (8) The teacher so displaced in Article 11.02 (7) shall be declared surplus. Surplus teachers who have not obtained a position by May 31st will be declared redundant subject to the right of recall.
- (9) Prior to effecting the displacement process outlined in 11.02 (7), the parties agree to meet and consider alternatives in order to minimize its impact.
- (10) Notwithstanding the redundancy declaration date in article 11.01(2) and the surplus declaration dates referred to in articles 11.02(4), (7) and (8), these timelines may be extended by mutual consent of the Board and the Local Bargaining Unit.

11.03 - Posting

- (1) All vacancies in secondary schools for the following school year will be posted periodically between April 15th and the 3rd working day in June. Applications for the posted positions will be received until the 4th working day following the date of the posting. Applications will be supported by evidence of required qualifications. Vacant positions remaining after June 3rd and new vacancies occurring after June 3rd will be posted prior to June 30th and for a period of 4 working days.
- (2) Vacancies in semestered schools will be posted periodically between December 1st and the third working day in January for vacancies in the second semester. Applications for the posted positions will be received until the 4th working day following the date of the posting. Applications will be supported by evidence of required qualifications.

- (3) All first and newly created positions in secondary schools occurring at other times than those listed above during the present school year, will be posted in secondary schools as they arise, plus one subsequent domino posting.
- (4) Posted positions and/or resulting vacancies will be filled thereafter in the following order based on seniority and qualifications:
 - a) Secondary teacher(s) A.F.T. and teachers employed in the Secondary panel who are not redundant.
 - b) Secondary teachers declared redundant within the Local Bargaining Unit.
 - c) Teachers on the Secondary recall list (as per Article 11.07)
 - d) In the event that a posted position and/or resulting vacancy remains vacant at the secondary level, where qualifications, abilities and skills are equal, preference shall be given to teachers teaching Day School Continuing Education credit courses who have applied to the posting.
 - e) Teachers from outside the Secondary Local Bargaining Unit.
- (5) All postings and vacancies shall be forwarded via Board email to the Unit President and Bargaining Unit members.

11.04 - Voluntary Specific Site and Term Transfer Request

- (1) Upon written application prior to March 31st of any school year a teacher may request a specific site and term transfer for the following school year or a portion thereof (semester). Such requests shall not be for a period of longer than two (2) school years. The Board shall consider all requests made pursuant to this article in consultation with the Local Bargaining Unit and prior to initial surplus declarations as per Article 11.02 of this agreement. Such transfer shall only take effect with the express approval of the teacher making the application, the Board, and the Local Bargaining Unit. Furthermore it is understood that a teacher transferred pursuant to this Article retains the option of return to the originating school and position, within the same subject area and discipline, subject to the criteria of the staffing process.
 - a) In the case of a single semester transfer, written notice is given by the teacher to the Board and the Local Bargaining Unit not later than November 30th in the case of a second semester and not later than March 31st in the case of a first semester transfer.
 - b) In the case of a full one or two school year transfer, written notice is given by the teacher to the Board and the Local Bargaining Unit by March 31st of the year in which the applied for term finishes.

- (2) Notwithstanding the above the term of transfer to a specific site may be extended if it is agreed between the teacher affected, the Board and the Local Bargaining Unit.

11.05 - Transfer of Staff Members without their Expressed Request

- (1) No staff member shall be transferred from one school or position to another except for reasonable cause.
- (2) The transfer shall be discussed with the staff member concerned prior to the proposed transfer and official notice shall be given in writing.
- (3) When such a transfer is due to a teacher being surplus in a school the Board agrees to make every effort to arrange a transfer which is mutually satisfactory.
- (4) Between May 24th and June 20th for semester I and between January 15th and January 31st for semester II of each year, should a position for the following school year become available in a school where a teacher had been declared surplus to the school, the surplus teacher will be offered this newly vacant teaching position subject to seniority and required skills, professional training and qualifications.
- (5) Should such a transfer not be agreeable to the staff member concerned he/she shall have the right to appeal the decision individually or through his/her authorized representatives to the Director of Education.

11.06 - Procedure for Staff Reduction

The following procedures will be used when a reduction of staff is necessary.

- (1) This order shall be used in reducing staff:
 - a) Normal attrition
 - b) Probationary teachers
 - c) Permanent teachers
 - i) Seniority in the Bargaining Unit will be the determining factor where in the reduction of permanent teachers, skill, professional training and qualifications are satisfactory.
- (2) Subject to the provisions of 11.03 (4), where the Board has terminated the employment of any certificated teacher(s) as a result of staff reduction, it shall, when making new appointments to the staff, first offer such available positions to those eligible teachers who were terminated for reason of staff reduction. These re-appointed teachers shall retain all conditions of tenure which would have prevailed had service not been terminated.

11.07 - Right of Recall shall be in accordance with Part A, Central Terms, Article 8 of this Collective Agreement, and in addition the following:

- (1) Teachers declared redundant in accordance with Article 11.01 will be placed on a list, Secondary Recall, in the order of their placement on the Secondary seniority list. A teacher on the Secondary recall list will be rehired in order of seniority provided that the teacher has the required qualifications to fill the position or will become qualified prior to the commencement of the teaching position. In the event that the Board plans to recall a teacher who is not the most senior teacher on the recall list, by reason of qualification or available timetable, the Board and the Branch Affiliate shall meet to determine whether the situation can be mitigated in favour of a senior teacher by restructuring of proposed timetables in a manner that maintains course availability. If such is the case the Parties undertake to effect such timetable restructuring as is necessary.
- (2) Subject to the provisions of article 11.03 (4), any teaching position which becomes available will be offered to teachers on the recall list by verbal contact on the condition that they provide the Superintendent of Education or designate with an address and telephone number where they can be reached if other than their regular address and telephone number. They will be given 24 hours to accept or reject the position. If a teacher cannot be contacted verbally, a registered letter will be forwarded to his/her last address known to the Board. The teacher will be expected to advise the Board of his/her acceptance of the position within ten (10) calendar days of the mailing of the registered letter.
- (3) a) Refusal to accept a position of at least equal time will result in the teacher maintaining his/her position on the recall list for recall purposes. The redundant teacher will be offered a choice of positions available for which he/she is qualified or will be so qualified at the time the appointment becomes effective.

b) If a teacher on the recall list accepts a part-time position because a full-time position is not available, that teacher shall be offered the first full-time position that becomes available for which the teacher is qualified, or will be so qualified at the time the appointment becomes effective.
- (4) "Continuous Employment" will not increase for the period of time a teacher is on the recall list. For the purposes of Article 8.01, a teacher recalled from the "recall list" shall maintain their effective start date as if they had not been declared redundant.
- (5) Once a teacher is rehired all seniority and benefits will be restored.

- (6) If a teacher claims to be unable to accept a position at the time of recall due to illness, the Board at its discretion shall have the right to have the teacher examined by a doctor selected by the Board.
- (7) Teachers shall be on the recall list for a period of seven (7) years from the date of termination of employment under Article 11.06. This includes the 2 additional years as per Part A, Central Terms, Article 12 of this Collective Agreement.

11.08 - Appointments of Teachers to Positions of Responsibility and Allowances
(Allowances shall be in accordance with Part A, Central Terms, Article 2 of this Collective Agreement.)

The appointment of teachers to positions of responsibility is done at the discretion of the Board and in accordance with the Education Act. The parties agree that a specialist/honours specialist is not a requirement under the Education Act for the position of Program Leader, however, this does not preclude the Board from identifying a preference for a specialist/honours specialist in Program Leader postings.

Positions of Responsibility are defined as Program Leader, Teacher for the Program for Suspended and Expelled Students, Consultant and Co-ordinator.

(1) Program Leader Positions:

- (a) All positions of responsibility for Organizational Units shall be posted in accordance with Article 11:03.
- (b) Appointment of teachers to positions of Program Leader shall be for a period of one year. If a position becomes vacant during the year, it shall be posted and filled for the remainder of the term.
- (c) Teachers appointed as Program Leader of an Organizational Unit in a specific school must be assigned a teaching timetable in that school in each semester of that school year.
- (d) Notwithstanding paragraphs (a), (b), (c) however, the appointment of teachers as Program Leaders in charge of Organizational Units does not prevent them from being affected by the normal application of the provisions of Articles 11:01, 11:02, 11:07 (Redundancy, Surplus and Recall Provisions).
- (e) Teachers who are employed as Program Leaders shall receive a responsibility allowance as follows:

Effective September 1, <u>2014</u>	<u>\$4,986.30</u>
Effective September 1, <u>2016</u>	<u>\$5,036.16</u>
Effective <u>98th day of 2016-2017 school</u>	<u>\$5,061.34</u>

year

(2) Co-ordinator/Consultants Positions:

- (a) All positions of Co-ordinator/Consultant, as defined in the Education Act and Regulations, shall be posted in accordance with Article 11:03. Should a Co-ordinator/Consultant position/posting span both the Secondary and Elementary panels, the posting shall be open to OECTA members from both panels. The successful candidate shall continue to be covered under the Collective Agreement of the Local Bargaining Unit to which they currently belong.
- (b) Appointment of teachers to positions of Co-ordinator/Consultants shall be for a period of one school year. In special circumstances the Unit President and the Board may agree to terms of less than one school year. The teacher shall return to the staff of the last school in which the teacher taught subject to provisions of Articles 11.01, 11.02 and 11.07 at the end of the appointment.
- (c) Notwithstanding paragraphs a) and b), the appointment of teachers as Co-ordinator /Consultants does not prevent them from being affected by the normal application of the provisions of Articles 11:01, 11:02, 11:07 (Redundancy, Surplus and Recall Provisions).
- (d) All qualifications being equal, preference shall be given to applicants presently in the Local Bargaining Unit.
- (e) Teachers who are employed as Co-ordinator/Consultants shall receive an annual responsibility allowance of:

Effective September 1, <u>2014</u>	<u>\$5,627.54</u>
Effective September 1, <u>2016</u>	<u>\$5,683.82</u>
Effective <u>98th day of 2016-2017 school year</u>	<u>\$5,712.24</u>

(3) Teacher in Charge

- (a) The parties recognize that, from time to time, school administrators (Principal/Vice-Principal) may be absent temporarily from their duties. To accommodate these situations, a teacher(s) may be designated as a "Teacher In Charge" at a school. It is understood that this clause does not necessarily mean that the Teacher in Charge has been assigned these duties on every occasion that the Principal or Vice-Principal is away from the school, but only on those occasions where the duties have been specifically assigned.

- (b) No teacher shall be assigned without his/her consent.
- (c) A Teacher in Charge will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.
- (d) "Teacher in Charge" shall be compensated according to the following daily rate when specifically assigned:

Effective September 1, <u>2014</u>	<u>\$76.49</u>
Effective September 1, <u>2016</u>	<u>\$77.25</u>
Effective <u>98th day of 2016-2017 school year</u>	<u>\$77.64</u>

Where the Principal specifically assigns these duties for less than a half-day, the Teacher in Charge shall receive 50% of this amount.

- (e) The Teacher in Charge shall not participate in the evaluation or disciplining of teachers, including occasional teachers, or any other Board employee in the school.
- (f) The Teacher in Charge shall be provided with the emergency contact numbers of the Principal, Vice-Principal(s) and Superintendent. The Teacher in Charge shall be informed of the administrator that is available through his/her contact number while there is no administrator in the school.
- (g) The services of a Teacher in Charge may only be called upon when the school administrator(s) (Principal/Vice-Principal(s)) are absent from the school for a period of ten (10) consecutive days or less.
- (h) The Teacher in Charge may be replaced by an occasional teacher. The parties shall jointly develop a protocol to ensure that the students will not be unsupervised as a result of a teacher acting in the role of Teacher in Charge.
- (i) The Teacher in Charge must be informed immediately when there are no administrators in the school.
- (j) Teachers in Charge shall receive at least one-half (1/2) day of in-service on a school day no later than September 30th.

11.09 - Teachers Employed by the Board

All employment criteria being equal, preference shall be given to teachers presently employed by the Board.

11.10 - Posting of Teaching Positions and Positions of Responsibility

- (1) Teaching positions and positions of responsibility that become available during the school year, will be posted at all secondary schools and forwarded via Board email to the Unit President and Bargaining Unit members. Positions that become available during July and August will be forwarded to the Unit President and Bargaining Unit Members via Board email and posted on the Board website.
- (2) Teachers currently in the employ of the Board may apply for these teaching positions that are posted.
- (3) There will be no external advertising for any position, unless all qualified teachers on the recall list have been offered the positions.

11.11 - Job Sharing

- (1) The Board agrees to a job sharing plan.
- (2) Applications for such sharing must be made by May 31st and will be subject to the approval of the Director of Education or designate.
- (3) The portion of the position which is vacated, will be posted and filled according to the provisions of Article 11.03.
- (4) Sick leave credits shall be pro-rated according to the instructional time of the applicant.
- (5) The date of return to full-time teaching shall be specified at the time of application to job-sharing and shall not be less than one school year.
- (6) Each teacher involved in job sharing shall accumulate seniority as if the teacher were teaching full-time for a complete year.
- (7) The two teachers shall count as one teacher for the purpose of staffing.
- (8) The Board's contribution for teachers enrolled in the Board's Group Benefit Plan will be pro-rated according to the percentage of teaching time.

Article XII - Leaves of Absence

12.01 - Sabbatical Leave

- (1) The Board wishes to recognize members of its teaching staff who are giving outstanding service and offer them an opportunity for enrichment which in turn will benefit the

school system. The Board reserves the right to determine if such leave is in the best interest of the school system and the decision of the Board in this regard is final.

- (2) A Sabbatical Leave may be granted for the following purposes: Education study, research or enrichment.
- (3) The duration of the Sabbatical Leave shall not be for more than one school year and shall not involve more than one academic year.
- (4) In order to qualify for Sabbatical Leave, a teacher shall have been employed by the Board in continuous service for not less than seven (7) years.
- (5) Selections will be made on the basis of the value of the Sabbatical Leave to the Board.
- (6) Application for Sabbatical Leave must be by written request (forms available) and be forwarded to the Director of Education prior to January 15th of any year to receive consideration. A request for Sabbatical Leave must have the approval of the Director of Education and such leave must be granted by resolution of the Board.
- (7) A teacher who has already been granted a Sabbatical Leave may apply for another Sabbatical Leave after a seven year period.
- (8)
 - a) A teacher who accepts a Sabbatical Leave must remain with the Board for three (3) years after returning from leave. Such a commitment shall be in writing.
 - b) A teacher who does not remain in the employ of the Board for three (3) years after returning from the leave shall pay to the Board 33% of the salary received during the leave for each year fewer than three that he/she does not remain in the employ of the Board.
 - c) A teacher who has benefitted from Sabbatical Leave and suffers a disability or illness which prevents him/her from performing his/her duties, will be expected to fulfill the conditions of this agreement as set out in the above paragraph upon resumption of his/her duties.
- (9) A teacher on Sabbatical Leave shall receive the following benefits:
 - a) Seventy percent exclusive of salary allowances for additional responsibilities.
 - b) All salary adjustments, increments and medical benefits, in accordance with Part A Central Terms, Article 7.
 - c) Unless changes have occurred which would alter the teacher's ability or personal commitment to assume the responsibilities he/she had prior to

his/her Sabbatical Leave, a teacher upon his/her return will be subject to Article 12.11.

12.02 - Leave for Personal Reasons

- (1) When teachers are required to be absent for personal reasons, they shall be granted up to two (2) complete days or four (4) half-days per school year, taken individually, collectively, or in combination, without loss of pay and not subject to deduction from sick leave/STLDP in accordance with Part A, Central Terms, Article 16 of this collective agreement.
- (2) Personal Leave days shall not be taken on a professional development day or on the school day immediately preceding and/or following a holiday or a vacation period unless the leave is approved by the Director of Education or designate.
- (3) The Teacher shall make every reasonable effort to notify the Principal of the date(s) and length of the Personal Leave day(s) at least five (5) days in advance, except in the case of an emergency. In the case where the Teacher is not employed at a school, he/she shall notify the immediate supervisor.

12.03 - Leave of Absence due to Lengthy Illness

- (1) A teacher who becomes seriously ill and is forced to use all of his/her current sick leave days and short-term leave and disability plan days (STLDP), may request a leave of absence from the Board prior to the expiration of his/her STLDP.
- (2) A teacher who applies for Long Term Disability Benefits shall be deemed to be on a leave of absence for Lengthy Illness as of the date upon which he/she becomes entitled to receive such benefits.
- (3) If such a leave is requested by the teacher, the Board shall grant a leave of absence for either:
 - a) the remainder of the school year in which the leave was requested, or
 - b) the remainder of the school year, plus the following three (3) school years, or
 - c) any other length of time that is mutually agreeable to both the Board and the Teacher.
- (4) Upon the expiration of the leave, a teacher must advise the Board in writing of his/her ability to resume his/her teaching duties.
- (5) In all cases, the Board at its discretion shall have the right to have the teacher examined by a doctor selected by the Board.

- (6) Sick leave/STLDP days and experience will not accumulate during the time spent on this leave.
- (7) A member on LTD leave retains his/her employment status with the Board throughout the period of the leave as defined in article 12.03(3), and maintains the right of a member under the terms of the Collective Agreement.
- (8) A member on LTD leave of absence or absence due to lengthy illness shall continue to accumulate seniority at the same rate as if he/she were not on leave.
- (9) Any member on LTD leave of absence or absence due to lengthy illness shall be subject to the provisions of Article XI during the period of the leave.

12.04 - Leave of Absence (One year, one semester, part-time leave of absence)

- (1) a) A leave of absence without pay for one year may be granted by the Board to teachers who have submitted a written request to the Director of Education prior to March 31 of the year in which the leave is to commence.
- b) A leave of absence without pay for one semester may be granted by the Board to teachers who have submitted a written request to the Director of Education prior to November 30th if the leave is to commence Semester II or prior to March 31st if the leave is to commence Semester I of the following year.
- c) i) A teacher with a full-time assignment who, prior to March 31st, requests a part-time leave commencing the following school year may have the leave request granted by the Director of Education or designate.
- ii) A teacher with a full-time assignment who, prior to March 31st, requests a part-time leave for the first semester commencing the following school year or who, prior to November 30th, requests a part-time leave for the second semester of the current school year may have the leave request granted by the Director of Education or designate.
- iii) A teacher who requests and is granted a part-time leave for a specified period will return to a full-time assignment at the end of the leave, subject to Article XI.
- iv) A teacher may apply prior to the deadlines in i) and ii) above for an extension to the teachers part-time leave and such extension will be considered subject to staffing requirements.

- d) Changes in the terms of a leave of absence under this Article may be made only by the mutual consent of the teacher, association and the Board. Changes must be in writing and conform with the requirement of this Collective Agreement.
- (2) Leaves of absence shall be granted to teachers on the basis of their seniority with the Board and the date of their request.
 - (3) a) Written acceptance or denial of the teacher's request for a one year leave of absence or one year part-time leave of absence with explanation, will be forwarded to the teacher by April 30th in the school year the original request is made.
b) Written acceptance or denial of the teacher's request for a semester leave or a one semester part-time leave of absence, with explanation, will be forwarded to the teacher by December 15th for a semester II leave or by April 30th for a semester I leave.
 - (4) A teacher returning from a one year, one semester or part-time leave of absence will be subject to article 12.11.
 - (5) Sick leave/STLDP days and experience will not accumulate during the time spent on this leave.
 - (6) Once a request is granted, the teacher will be obligated to take his/her leave of absence unless mutually agreed upon by the teacher, the Board and the local bargaining unit.
 - (7) Notwithstanding the application deadlines in this article, applications received beyond the above stated deadlines, may be considered by mutual consent of the Board and the local bargaining unit.
 - (8) Any leave approved under this article shall be reflected by an equivalent adjustment in the FTE positions relevant to Articles 11.01, 11.02, 11.03, except for leaves approved after September 1 for semester II.

12.05 - Leave of Absence for Unit President and/or Unit Release Officer(s) of OECTA

- (1) The local bargaining unit will have the option of selecting one of the following plans:
 - a) Upon giving reasonable advance notice to the Director or Education, a maximum leave of absence of ten (10) days during the school year with the replacement cost of the teacher on leave to be reimbursed by the Local Bargaining Unit at the current occasional teacher daily rate; or

- b) a percentage of release/leave time for the unit president and/or unit release officer(s) as determined by the local bargaining unit.
 - c) Regarding the release/leave time allocation for the Unit President's and/or unit release officer(s)'s leave in b), the teaching assignment of the president and/or unit release officer(s) shall be determined in consultation with the Superintendent and the Unit President and will be subject to the staffing process. The President and/or unit release officer(s) shall accumulate full seniority during the duration of the leave.
- (2) When the local bargaining unit selects plan (b) above, it will notify the Director of Education or designate of its percentage of total release/leave time and the allocation thereof to the Unit President's and/or unit release officer(s)'s release prior to April 1st in the year of the leave in order to qualify for the plan.
 - (3) The total cost of the salary and benefits of the Unit President and/or unit release officer(s) on leave under paragraph (1) (b), plus any additional President's allowance approved by the Bargaining Unit of the Teacher on Leave will be reimbursed in full to the Board by the Local Bargaining Unit.
 - (4) In the event that the Unit President or unit release officer(s) is unable to perform their duties for a period of more than twenty (20) consecutive school days due to injury or illness, the Unit may appoint another teacher as Interim President or unit release officer until the President or unit release officer is able to return to his/her duties.
 - (5) The Board shall grant a leave to the teacher named by the Association as Interim President or unit release officer during the period of the appointment noted in 12.05 (4).
 - (6) A teacher returning from an Association leave has a right to be reassigned to the same school as the teacher last taught in and in the same subject area, subject to Article XI.

12.06 - Deferred Salary Leave Plan (formerly X/Y Leave of Absence)

(1) Description

This leave plan has been developed to afford teachers the opportunity of taking a leave of absence with pay for one year or one semester.

(2) Application

- a) A teacher must make written application to the Director of Education on or before February 28th for plans beginning in September, and on or before

December 1st for plans beginning semester II requesting permission to participate in the Plan.

- b) Written acceptance or denial of the teacher's request, with explanation, will be forwarded to the teacher by May 25th for plans beginning in September and by January 10th for plans beginning semester II..
- c) If applications permit, the Board will accept a maximum of 3% of their present teaching staff as of September 1st, of the current school year. Leaves will be granted on the basis of seniority.

(3) Payment Formula

- a) While on the Deferred Salary Leave Plan the salary earned during the work period will be evenly distributed over the plan period in accordance with 5.02(1) Method of Payment.
- b) The sums deducted in accordance with (a) above shall be placed in an account and bank or other financial institution of the teacher's choice; such account to be in the Board's name identified to the individual teacher's name. All additional sums generated by this account will be paid on the last instalment date.
- c) During the plan period, employee benefits shall be maintained in accordance with Article VI. The Board shall pay the premiums prorated to the percentage of the work period. The Employee shall pay the premiums prorated to the percentage of the leave period.
- d) The teacher shall continue to receive full sick leave/STLDP days and experience during the work period of the plan.

(4) Position on Completion of the Leave

- a) On return from leave, a teacher will be subject to Article 12.11.
- b) Sick leave/STLDP days shall be in accordance with Part A, Central Terms, Article 3 and experience will not accumulate during the semester/year spent on leave.
- c) No one will be granted a leave under this Plan who has been on a Sabbatical Leave and has not fulfilled all of the requirements of their previous leave.
- d) Teachers declared redundant while participating in the Plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned in the account described in 4

- (b). Repayment shall be made within sixty (60) days of the withdrawal from the Plan.
- e) Pension deductions are to be continued as provided by the Teacher's Pension Plan Act.
- f) A teacher may withdraw from the Plan any time prior to February 28th for leaves commencing in September and prior to November 15th for leaves commencing semester II or a mutually agreed upon date. Upon withdrawal, any monies plus interest accumulated in the account described in 3 (b) will be repaid to the teacher within sixty (60) days of notification of his/her desire to leave the Plan.
- g) In the event that a suitable replacement cannot be found for a teacher who has been granted a leave, the Board may defer the leave for a mutually agreed upon time period by so advising the teacher prior to February 28th for leaves commencing in September and prior to November 15th for leaves commencing semester II or a mutually agreed upon date. In this instance, a teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated in the account, described in 3 (b), to the date of withdrawal. In the latter case, payment shall be made within sixty (60) days of the date of withdrawal.
- h) A teacher in this plan may defer the leave for a mutually agreed upon time period by so advising the board prior to February 28th for leaves commencing in September, and prior to November 15th for leaves commencing semester II or a mutually agreed upon date.
- i) Should a deferral result in a leave being taken past the leave period of the Plan, any monies accumulated by the termination date of the Plan, will continue to accumulate interest until the leave is granted.
- j) All teachers wishing to participate in the Plan shall be required to sign the necessary form(s) supplied by the Board before final approval for participation is granted.
- k) Should a teacher die while participating in the plan, any monies plus interest accumulated, in the savings account mentioned in Article 12.06 c) ii), at the time of death, will be paid to the teacher's estate.
- l) In accordance with Canada Revenue Agency guidelines the teacher must return to employment with the Board for the same duration as the leave period.

12.07 - Pregnancy/Parental Leave (Including Adoption) shall be in accordance with Part A, Central Terms, Article 14 of this Collective Agreement, and in addition the following:

- (1) Pregnancy/Parental/Adoption Leave shall be granted to a teacher in accordance with the Employment Standards Act as revised and pertinent provincial Legislation as amended from time to time.
- (2) For teachers who are eligible for Employment Insurance Benefits for a Parental Leave (excluding the birth mother) or an Adoption Leave, the Board shall pay a modified Supplemental Employment Benefit (SEB), which shall be subject to the approval of Employment and Social Development Canada, and which shall be paid in accordance with the following:
 - A) For the first two (2) weeks the Board shall pay 95% of the employee's salary or the difference between 95% of the employee's salary and any Employment Insurance (EI) payment if the employee qualifies for EI, based on the teacher's annual salary divided by 260 days in order to determine the teacher's daily rate;
 - B) For the next eight (8) weeks of EI, the Board shall pay the difference between 75% of the employee's salary and the EI payment, based on the teacher's annual salary divided by 260 days in order to determine the teacher's daily rate.
 - C) To receive pay, the employee must provide proof that she/he has applied for and is in receipt of Employment Insurance parental leave benefits, confirmation of whether or not he or she has served a wait period, confirmation of the gross weekly amount of the benefit.
 - D) For clarity, if a statutory holiday or a period of time that is not paid (i.e. summer, March break, Christmas break) falls within the benefit periods set out above, the SEB Parental or Adoption Leave Benefit shall continue on the statutory holiday(s) and/or the period of time that is not paid.
 - E) Participation in a SEB under paragraph two (2) shall not allow the teacher to be eligible for more than 100% of the teacher's annual grid salary and applicable allowances.
- (3) For teachers who are eligible for Employment Insurance regarding Pregnancy Leave, the Board will provide a 10-week Supplementary Employment Benefit (SEB) immediately following the birth of the child, with no deduction from sick leave or the Short Term Leave Disability Plan (STLDP), and which shall be paid to teachers on pregnancy leave in accordance with the following:
 - A) For the first (6) weeks of the SEB following the birth of the child, the Board shall pay the difference between any Supplemental Employment Insurance benefits and 100% of the teacher's salary. The teacher's annual salary will be divided by 194 days in order to determine the teacher's daily rate.
 - B) For the seventh (7th) and eighth (8th) weeks of SEB following the birth of

- the child, the Board shall pay the difference between Employment Insurance benefits and 95% of the teacher's salary. The teacher's annual salary will be divided by 194 days in order to determine the teacher's daily rate.
- C) For the ninth (9th) and tenth (10th) weeks of SEB following the birth of the child, the Board shall pay the difference between Employment Insurance benefits and 75% of the employee's salary. The teacher's annual salary will be divided by 260 days in order to determine the teacher's daily rate.
- (4) Teachers who are not eligible for EI benefits, but who are nevertheless entitled to the eight week pregnancy leave benefits of 100% salary under Part A of this collective agreement, shall have the daily rate of their pregnancy leave benefit calculated on the basis of the teacher's annual salary divided by 194.
- (5) For clarity, if a statutory holiday falls within the benefit periods set out in paragraphs (3) and (4) above, the SEB or maternity leave benefit shall continue on the statutory holiday(s). Also, for any part of the benefit periods set out in paragraphs (3) and (4) above that fall during a period of time that is not paid (i.e. summer, March break, Christmas break), the remainder of the benefit shall be payable after that period of time.
- (6) Before commencement of benefits in paragraphs (3) above, a teacher must provide an Employment Insurance Benefit statement or other written confirmation from Service Canada regarding her entitlement to Employment Insurance pregnancy benefits, if applicable. The teacher must provide proof confirming the actual date of birth of her child.
- (7) The Board shall provide each teacher who participates in a leave plan under paragraphs (2), (3), and (4) above with a detailed statement outlining the calculations of the payments and any applicable salary wrap-up.
- (8) Notwithstanding the above, if serious medical complications beyond that of a normal birth of a child occur or other serious medical issues arise, the teacher who is the birth mother may access her available sick leave and short term disability coverage.
- (9) Extended Parental Leave without pay may be granted to a teacher on staff up to a maximum of two school years. The teacher shall return from the extended parental leave on a date mutually acceptable to the Board and the teacher.
- (10) The terms of Article 12.07 shall apply immediately upon a teacher's employment.
- (11) The Board shall maintain its share of the premiums for all benefits described under Part B Article VI during the statutory period of a teacher's pregnancy/parental/ adoption leave as per Article 12.07.
- (12) Receipt of paid sick leave shall not affect a teacher's entitlement to SEB benefits

pursuant to the Pregnancy/Parental/Adoption Leave Article for those portions of her pregnancy leave for which she is not in receipt of paid sick leave.

- (13) Early Return - A teacher may terminate a pregnancy/parental/adoption leave and return to work upon providing the Board with two (2) weeks written notice.
- (14) Child Care Leave for Medical Reasons - Upon request a teacher shall be given an unpaid child care leave for medically approved reasons for the child for up to two (2) years. The Board at its sole discretion may approve an extension of such leave up to the child's third (3rd) birthday.

12.08 - Special Time Off

All teachers shall be permitted:

- (1) Without deduction from salary, benefits, or sick leave/STLDP days.
 - a) Special time off to write examinations for the improvement of professional qualifications or one (1) day off to attend own graduation.
 - b) Special time off if he/she is charged with a criminal or quasi-criminal offence alleged to have occurred while performing School Board duties. Such teacher shall receive his/her full salary for the days of absence from school while attending trial if he/she is acquitted of such offence or the charge is withdrawn. Salary for days of absence at trial will not be paid if the teacher is convicted.
 - c) Paternity Leave:
Special time off up to one day shall be allowed to a teacher upon the birth of a child.
 - d) Adoption Leave:
Special time off up to one day shall be allowed to a teacher upon the adoption of a child.
 - e) Juror or Witness Duty:
Special time off to serve as a juror or witness in any proceeding.
 - f) Special time off to be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or designate.
- (2) Special time off without salary deduction shall be granted for attendance at provincial executive or committee meetings of OECTA or OTF or as representatives of same at educational functions. The local bargaining unit shall reimburse the Board at the current

occasional teacher daily rate per teacher if a supply teacher is called in. No single teacher may request or be granted more than fifteen (15) days in one academic year.

- (3) Special time off with salary deduction shall be permitted to a teacher who is required to appear before a court or tribunal as a party to the litigation.
- (4) Special time off without salary deductions and not subject to deduction from sick leave/STLDP in accordance with Part A, Central Terms, Article 16 (Paid Leaves of Absence) for exceptional circumstances such as a serious illness in the immediate family, for a period of up to three (3) days per year, may be granted upon the approval of the Director of Education or designate. Part-time teachers' entitlement and usage shall be pro-rated accordingly.
- (5) Special time off to a maximum of ten (10) days without salary deduction shall be permitted for a teacher who is required to fulfill the responsibilities of Chief Negotiator. This leave shall be permitted subsequent to the commencement of negotiations. The Bargaining Unit shall reimburse the board the sum of the current supply rate per diem per teacher if a supply teacher is called in.

12.09 - Bereavement Leave

Each eligible teacher shall be allowed leave of absence without deduction of salary and without deduction from sick leave/STLDP days as follows provided notification is given to the Superintendent of Education or designate:

- (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-sister
parent	guardian	grand-child	step-brother

- (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 12.09 (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 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 his/her designate.

12.10 - Special Leaves of Absence

A leave for reasons not otherwise addressed in this agreement may be granted at the discretion of the Director of Education to a teacher who has so requested in writing. Such leave will be without pay, with appropriate proration of accumulation of sick leave and the approval or denial of same will not be grievable.

12.11 - Return from Leave

Teachers returning from any approved leave shall be given a comparable position in the same school where such a position is available in accordance with Article XI.

12.12 - Special Leave Incentive Plan

This article applies only in situations of redundancy as of April 15th for semester 1 and December 15th for semester 2, where a recall list exists and the replacement teacher can be taken from that recall list. These terms apply equally in situations where the leave is requested for either or both semesters in the same school year.

- (1) A teacher taking a half-time leave under this plan will be paid 10% of base salary on the second scheduled pay of September for a Semester I leave and February for Semester II leaves while on leave, that is, 60% of his/her annual salary that school year. The Board will pay 100% of the benefits of a full-time employee while on this leave. Benefits for part-time employees will be pro-rated.
- (2) Teachers wishing to take advantage of this leave plan are to apply in writing to the Director of Education designating the semester being chosen for the leave. Applicants are also requested to state whether a leave for other semesters would be acceptable, if the original request cannot be met. Letters of application must be received by the Director of Education by March 31, or the last day before March 31.
- (3) Only secondary school teachers with twelve (12) or more years of teaching service are eligible for this plan.
- (4) The Board reserves the right to limit the number of leave totals and the number of leaves per semester, to ensure viability of program.

- (5) A leave under this plan will only be approved if ultimately the overall cost of salary plus benefits of the replacement teacher plus the cost of the teacher on leave does not exceed the cost that the Board would have incurred had the teacher not taken the leave of absence.
- (6) Teachers will be notified in writing whether or not the leave has been approved on or prior to June 20 if the leave is for semester I and the latter of October 15th or upon completion of the September 30th staffing adjustments, if the leave is for semester II providing that teachers agree to waive the obligation under 11.03 (2) for second semester vacancies due to an absence approved under 12.12.
- (7) Teachers returning from a leave under this Plan shall return to the same school and, if applicable, to the same position of responsibility.
- (8) A teacher from the recall list hired as the replacement teacher maintains his/her right of recall to a permanent teaching position.

12.13 - Family Medical Leave and Critically Ill Child Care shall be in accordance with Part A, Central Terms, Article 15 of this Collective Agreement, and in addition to the following:

Family Medical leave shall be granted to a Teacher in accordance with the Employment Standards Act.

Teachers returning from Family Medical leave and Critically Ill Child Care shall be entitled to the same position held prior to the leave, subject to the staffing process.

Article XIII - Teaching Conditions

13.01 - Teaching Load

- (1) The school Principal shall make every effort:
 - (a) not to schedule a teacher for (3) three consecutive teaching periods when teaching (3) three classes in a semester;
 - (b) to minimize the number of preparations required by a teacher.
- (2) Where practical and possible, teaching assignments for the upcoming school year will be made available before the end of the current school year. If changes are made during the summer, every effort will be made to notify the teacher of the change.
- (3) The teaching workload of each full-time teacher shall be 3 periods out of 4 periods each semester and these three periods will be scheduled during the regular instructional day. All teachers will have an unscheduled fourth period.

- (4) Notwithstanding the previous paragraph (3), a principal and/or the Board may request an exception for an alternate day (before and/or after school) program credit course and for a teacher workload imbalance for the delivery of this program credit course (e.g. Concert Band). Such exceptions must be agreed upon yearly no later than May 1st for the upcoming school year by all of the following parties: the school principal, the Superintendent of Schools, the teacher affected and the Local Bargaining Unit. A schedule of instruction will be agreed upon to ensure viability of the course and credit, and a modified supervision/on-call schedule will be agreed upon for the teacher.
- (5) If guidance teachers, Student Success Teachers or other teachers are requested by the principal or Board designate to work after the last school day in June and before the first school day in September, they shall do so on a voluntary basis and will not be compensated with equivalent time off during the school year.

13.02 - Personnel Files

- (1) A teacher shall have access during normal business hours to his/her personnel files, whether in school or at the Board Office. The teacher may copy any material contained in these files.
- (2) If the teacher disputes the accuracy or completeness of any such information, the Board shall, within 15 days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information.
- (3) Where the Board amends information, the Board shall, at the request of the teacher, notify all persons who received a report based on the inaccurate information.
- (4) Where a teacher gives written authorization to another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- (5) When any additions, deletions or modifications are made to a teacher's personnel file, the Board shall provide copies of any such additions, deletions or modifications to the teacher within five (5) working days of such changes.

13.03 - Performance Appraisal

- (1) The Performance Appraisal of Experienced Teachers (PAET) and the Performance Appraisal and New Teacher Induction Program (NTIP), as defined by the legislation, shall be conducted in accordance with the Education Act, regulations 98/02, 99/02, and the Ministry of Education's Teacher Performance Appraisal Technical Requirements Manual 2010, New Teacher Induction Program - Induction Elements Manual 2010 and any of which may be amended from time to time. No additional domains, competencies and look-fors beyond those outlined in the Teacher Performance Appraisal document

developed by the Institute for Catholic Education shall be used in the performance appraisal of a teacher

- (2) No member of the bargaining unit shall participate in the evaluation of another employee of the Board.
- (3) "Performance Appraisal" shall mean an assessment of a classroom teacher's performance by a Supervisory Officer of the Board and/or Principal, which will result in a written summative report which will be placed in a teacher's personnel file.
- (4) A pre-observation meeting will be held with the teacher to mutually discuss the focus of the classroom observation. This meeting will be held at least two (2) instructional days prior to the day of the classroom observation.
- (5) The classroom observation shall be conducted only after five (5) days' notice to the teacher involved. A post observation meeting will be held with the teacher to discuss the performance appraisal. This post observation meeting will be held within five (5) instructional days after the classroom observation.
- (6) The summative report shall be made available to the teacher at the earliest possible opportunity, but no later than twenty (20) instructional days from the date of the classroom observation. At the request of either the teacher or the principal, the parties shall meet within five (5) instructional days of the summative report to discuss the performance appraisal. A union representative can accompany the teacher and the principal may also invite a second party. Once completed, the appraisal form will be sent to the Superintendent for review and then placed in the teachers' personal file.
- (7) The Board recognizes that extracurricular activities are voluntary. Unless mutually agreed by the teacher being appraised and by the principal, vice-principal or supervisory officer conducting the performance appraisal, voluntary activities shall not be a part of the performance appraisal process.
- (8) The Board will provide a list of teachers in the performance appraisal year to the President of the Secondary Local Bargaining Unit by October 31st of each school year.
- (9) The Board shall notify the President of the Secondary Local Bargaining Unit of any teachers receiving a performance appraisal rating other than a "satisfactory" within five (5) days.
- (10) It is understood that a teacher's Annual Learning Plan (ALP) is an individual professional growth document. Consultation and collaboration related to the ALP shall take place in the method as defined by the Ministry of Education.
- (11) The parties agree to abide by the Memorandum of Agreement on Mentoring Guidelines, NTIP of September 2006 or any mutually agreed upon revisions.

13.04 - Offence Declarations

Every teacher is required to complete an Offence Declaration annually by September 1. The Declaration shall be treated in a confidential manner and accessible only to the Director or a designate, the Superintendent of Education or a designate, the Human Resources Manager or a designate and the individual teacher who is referenced.

13.05 - Credit Rescue and Credit Recovery

- (1) Upon the end of the semester, a teacher's responsibilities regarding credit rescue and/or recovery ends with the completion of the failure form and credit recovery recommendations.
- (2) It is the responsibility of the Credit Recovery teacher to mark and/or evaluate any student work submitted after the end of the term for consideration in a final report card.
- (3) Notwithstanding (1) and (2) above, a teacher may volunteer, at their own discretion, to mark or evaluate any student work submitted as part of a credit rescue and/or recovery program/credit.

13.06 - Joint Professional Development Committee

The Board and the Secondary Local Bargaining Unit are committed to the continuous development of a Catholic Professional Development Community in each of the schools of the Board and system-wide, and, to that end are committed to fostering an atmosphere within each of the schools and system-wide that promotes a focus on learning, collegiality, respect for professionalism, continuous learning, collective inquiry into best practices, innovation and experimentation, all in order to improve teaching and student learning.

The Board and the Local Bargaining Unit agree that professional development is job-embedded, and formed by research, done in partnership with colleagues and is to be informed by the Teachers' Annual Learning Plans.

- (1) The Board agrees that Board-initiated staff development and in-service that Teachers are required to attend shall be provided during the instructional day and, where reasonable and practical, with a minimum of five (5) days notice.
- (2) There shall be established a Joint Professional Development Committee (the "PD Committee") composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Secondary Local Bargaining and mutually agreed appropriate resource staff.

- (3) The designated representative of each party shall chair meetings alternately. The PD Committee shall be convened no later than September 30, in each school year, for an initial meeting. The committee will draft its own terms of reference, which will include content and frequency of meetings. The parties shall meet at least three (3) times per year.
- (4) The PD Committee shall:
 - a) Address ways in which funds generated by the allocation in the Grants for Student Needs to enhance professional learning opportunities for teachers will be used.
 - b) Ensure that professional activities for teachers during Professional Activity Days are consistent with the learning goals identified in the Teachers' Annual Learning Plans.
 - c) Promote best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation in the schools of the Board and system-wide.
 - d) The Committee will provide advice and assistance to Board staff that are assigned responsibility for providing professional development to teachers and planning for such activities.

13.07 - Faculty of Education Student Placement

The Board and the Local Bargaining Unit believe that Faculty of Education student candidate placements form an integral part of a future teacher's development and recognize the volunteer participation of teachers in accepting, mentoring and supervising Faculty of Education teacher candidates.

13.08 - Credit Integrity

In the event that an administrator with the authority to change marks, as outlined in the Education Act, chooses to exercise their right, the administrator will notify the teacher of such change prior to the reporting, where reasonable and practical.

Article XIV - Supervision

14.01 - Uninterrupted Lunch

All teachers shall have an uninterrupted forty (40) minute lunch period.

14.02 - On call Periods, Supervision Periods and Preparation Time

(1) Each full-time teacher will be assigned 6 periods out of 8 periods. Each full-time teacher may also be assigned up to the following maximum Additional Professional Assignments comprised of on-calls/supervisions.

a) effective September 2014 - 30 half periods of on-calls/supervision

Part time teaching assignments will be prorated.

(2) Teachers who have schedules that require travel between campuses and/or schools during the lunch period shall be exempt from supervision as intended in Article 14.02(1) above.

(3) Effective September 1, 2016, seven (7) minutes shall be added to the first instructional period of the day for a total of 82 minutes. The additional 7 minutes shall be used for opening exercises. These seven (7) minutes shall constitute part of the fifteen (15) minutes teachers are required to be in the school prior to commencement of classes under the Education Act. The additional 7 minutes shall not constitute supervision/on-call or instructional time. Any assigned supervision prior to the commencement of the first instructional period, such as but not limited to, bus duty, hall duty and/or yard duty, shall constitute supervision/on-call time for the purpose of the minutes of supervision/on-call maxima as set out in 14.02 (1).

(4) Teachers will be available for other forms of supervision only in emergency situations, that is where there are no other personnel reasonably available for supervision.

(5) No teacher shall be assigned a half-period on-call/supervision and lunch supervision on the same day.

(6) The frequency and number of minutes of supervision shall be assigned in a fair and equitable manner at each school.

(7) Each teacher's supervisions/on-calls shall be recorded by the school and made available to the teacher for review upon request.

Article XV - Other Matters

15.01 - Association Fee

The Board shall deduct from the pay of each teacher who is within the scope of this Agreement, ten (10) equal instalments for the fees established by the Association. The Association shall advise the Board in writing of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall remit the total amounts so deducted to the Ontario English Catholic Teachers' Association within twenty (20) working days of collection.

15.02 - Local Levy

The Board shall deduct from each Teacher's pay in September the regular levy dues of the Local Bargaining Unit of the Ontario English Catholic Teachers' Association.

The Local Bargaining Unit shall advise the Board in writing of the amount of the dues authorized by the membership in keeping with the constitution and by-laws of the Local Bargaining Unit. The Board shall transmit the total amounts so deducted to the Treasurer of the Local Bargaining Unit of the Ontario English Catholic Teachers' Association.

15.03 - Printing and Distribution of this Agreement

- (1) The agreement shall be printed in booklet form and the printing cost shall be shared equally each year by the Board and the teachers.
- (2) Each teacher in the employ of the Board shall receive a copy of this agreement as soon as possible after the official signing of the document.
- (3) Any teacher to be hired by the Board shall be provided with a copy of the current agreement and a copy of a letter substantially in the form of the Compensation and Health Benefits Attachments in Appendix 1, along with the information specified in it, within the first week of employment.

15.04 - Just Cause

- (1) No teacher shall be discharged or otherwise disciplined without just cause.
- (2) The Board shall provide the teacher with written notice of termination of employment.
- (3) Such notice shall state the reason(s) for termination.
- (4) Such notice shall be sent to the teacher's last known address by registered mail or via hand delivery.
- (5) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article 11.01 of the collective agreement.

15.05 - Board Statement to Teachers

A teacher may receive any or all of the following information in a statement by providing a written request to Human Resources, clearly outlining the information required. Such request shall not be on a more frequent basis than once a year.

- 1) the amount of accumulated sick leave
- 2) the number of years experience
- 3) the Q.E.C.O. level placement
- 4) the grid component of their salary
- 5) the annual salary
- 6) seniority with the Board.

15.06 - Continuing Education

- (1) a) "Continuing Education Teacher" as referred to in this article shall mean an individual who falls within the term "Teacher" as defined in the Education Act, as amended, who is engaged in the teaching of a continuing education course.
 - b) A "Continuing Education Course" shall mean a course developed from the Ministry of Education guidelines or approved by the Ministry, which requires the person delivering the course to hold a valid College of Teachers Certificate in good standing and which is eligible for continuing education.
 - c) i) All modules will be offered to teachers on the list in order of seniority with the Board.
 - ii) The salary and benefits for Continuing Education teachers will be as set out in this agreement.
 - iii) All Continuing Education teachers on the seniority list are deemed to have continuous employment with the Board, provided they continuously accept assignments for which they are qualified.
- (2) Summer School credit courses shall be delivered by Bargaining Unit members and posted as per Article 11.03(4).

15.07 - The Adult Continuing Education Program shall be in accordance with Part A, Central Terms, of this Collective Agreement, and in addition the following:

- (1) For the purpose of this program, an adult is defined as a person who is 21 years of age or older. The Adult Continuing Education Credit Program provides adults with the opportunity to complete the requirements of an OSSD or to earn credits for personal or work related reasons.

- (2) A teacher(s) will be hired for the Program in accordance with The Act and regulations and as per Articles 8.04 and 8.05 subject to the right of the Board to retain sufficient qualified teachers to meet program requirements. All terms and conditions of this Collective Agreement that apply to Continuing Education teacher(s) will apply to teachers in the Program.
- (3) A teacher employed in the Program will be paid at the following hourly rate: Effective 1st day of 2014-2015 school year: \$42.25, plus 4% vacation pay; Effective 1st day of 2015-2016 school year: \$42.25, plus 4% vacation pay; Effective 1st day of 2016-2017 school year: \$42.67, plus 4% vacation pay; Effective 98th day of 2016-2017 school year: \$42.89, plus 4% vacation pay.
- (4) For greater certainty, teachers who teach credit courses to students under 21 years of age in the alternative program are not continuing education teachers, and are covered by all terms and conditions of this Collective Agreement.
- (5) A teacher employed in the Program shall be entitled to Sick Leave/Short-Term Leave and Disability Plan in accordance with Part A, Central Terms, Article 4 of this collective agreement.
- (6) A teacher employed in the program shall be entitled to bereavement leave of absence under Article 12.09 Bereavement Leave.
- (7) Any new or vacant posted Adult Continuing Education Program positions that become available will be filled in the following manner:
 - a) by seniority and qualification from the Day School Continuing education Seniority List established in Articles 8.04 and 8.05
 - b) qualified secondary teachers declared redundant or on the recall list within the Local Bargaining Unit
 - c) qualified teachers declared redundant within the Board
 - d) qualified teachers from outside the Board
- (8) In the event of a layoff or non-renewal of an Adult Continuing Education teacher contract, as per Articles 15.07, 15.08, 8.04 and 8.05, due to declining enrollment or the suspension/cancellation of the Adult Education Program, the Board shall place the affected teacher on the Occasional Teachers' "B List", subject to the Board's rights under Article 3.01.

15.08 - Reopener Clause

With the agreement of both parties, negotiations of any particular clause(s) may be reopened during the life of this agreement.

15.09 - Letters of Understanding - Letters of Intent

Both parties agree that all letters of intent and letters of understanding contained in this agreement are subject to the grievance procedure as a means to dispute an alleged non-compliance by one of the parties.

15.10 - Freedom from Assault in the Workplace

- (1) The Board and the Local Bargaining Unit recognize that every employee has a right to freedom from assault in the workplace. To this end, the Parties recognize that the Board will maintain and share with the Local Bargaining Unit a procedure for consistently dealing with instances of alleged staff assault by a student.
- (2) The Board and the Local Bargaining Unit recognize that every employee has a right to freedom from harassment in the workplace. To this end, the Parties recognize that the Board will maintain and share with the Local Bargaining Unit a policy for consistently dealing with instances of alleged harassment.

15.11 - Denominational Rights

Nothing in this collective agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholic Separate School Supporters and the Board under Section 93 of the Constitution Act, 1867.

15.12 - Certified Teachers

Where the *Education Act* permits employers to employ persons without teaching certificates to provide services previously required to be provided by certified teachers, the employer agrees to continue to employ certified teachers to provide such services, where the core duties of any position involve those duties normally performed by teachers. Notwithstanding the above, para-professionals may provide support services to teachers and students.

15.13 - Temporary Administrative Assignments

- (1) The Board may assign to a teacher the duties of an Administrator (Principal/Vice-Principal) for a temporary period of time not to exceed the balance of the current semester.
- (2) Any extension of an individual teacher's placement in such assignment may only be made with the approval of the Local Bargaining Unit.
- (3) No teacher shall be assigned the duties of an administrator without his/her consent.
- (4) Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.

- (5) All other provisions of this collective agreement shall apply to the teacher during such period of temporary assignment, including the deduction and payment of OECTA dues.
- (6) Any teacher assigned such duties shall not participate in the evaluation of any member of this bargaining unit.
- (7) The Board agrees to replace a teacher who accepts a Temporary Administrative Assignment for a period of time as described in 15.14(1) and (2) with an occasional teacher.

15.14 - Replacing Teachers

- (1) Subject to Article 11:07, a recall teacher shall be hired to fill a vacancy arising due to the death of a teacher during the school year.
- (2) Where a teacher's absence is known to be for a full semester or school year, then a teacher shall be hired.

15.15 - Union Representatives

The board recognizes the appointment of one Association representative as Staff Representative at each school and/or board site.

15.16 - Trial Administrative Assignment

- (1) Any teacher who chooses to apply for a vacant administrative position will have the right to return to a teaching position subject to Article XI, for a period not to exceed two (2) semesters. It is agreed that the teacher may not engage in any administrative duties that would involve evaluation of another teacher.
- (2) A teacher who so wishes may resign from the administrative position with two (2) weeks' notice.

15.17 - Access to Information - Association

- (1) The Board shall attempt to provide by October 31 but no later than November 30 and by March 10 but no later than April 10 to the President of the Local Bargaining Unit, the qualifications, experience, annual salary and manner of calculation of the annual salary of each Teacher.
- (2) a) By September 30 but no later than October 31 of each year, the Board shall attempt to provide the President of the Local Bargaining Unit with an up-to-date directory containing the school location, home mailing address and home phone

number for each member covered by this Collective Agreement. An attempt will be made to provide an update to this list by October 31 and March 30.

- b) The Association will use the employees' personal information for bona fide purposes within its duty as the collective bargaining representative of the employees and it will act as the custodian of the employees' interests.

15.18 - Home Instruction

The Parties agree that job assignments for Home Instruction shall be allocated according to the Administrative Procedure & Guideline (APG) developed in consultation with OECTA Sudbury Secondary Local in 2008 and that any future revisions to this APG will be developed in consultation with the OECTA Sudbury Secondary Local.

Notwithstanding the above, the parties agree to the following:

1. Job assignments for Home Instruction for secondary school students shall first be offered to qualified members of the Secondary Local Bargaining Unit prior to qualified members of other OECTA bargaining units and to members of the Secondary Local Bargaining Unit who do not hold qualifications prior to any other unqualified candidates outside the Secondary Local Bargaining Unit.
2. The Home Instruction rate of pay for a member of the Secondary Local Bargaining Unit will be same as the Continuing Education Teacher rate, as defined in article 15.07 (3).

In witness whereof, the parties hereto have caused this Agreement to be signed in their respective name by their respective representatives thereunto duly authorized as of this 20th day of May 2016.

The Sudbury Catholic District School Board

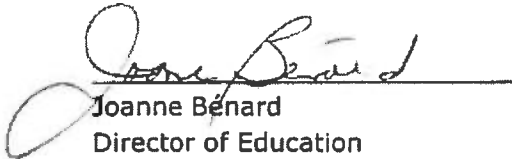


Michael Bellmore
Chairperson

The OECTA Secondary Teacher's
Local Bargaining Unit



Dan Charbonneau
OECTA Secondary



Joanne Benard
Director of Education

SCHEDULE "A"

Effective September 1, 2014

Year	A1	A2	A3	A4
0	44,118	45,589	50,360	53,251
1	46,728	48,555	53,745	57,012
2	49,338	51,524	57,127	60,770
3	51,947	54,491	60,510	64,533
4	54,558	57,461	63,894	68,291
5	57,167	60,428	67,277	72,052
6	59,776	63,395	70,661	75,813
7	62,387	66,364	74,046	79,574
8	64,996	69,330	77,429	83,332
9	67,607	72,298	80,812	87,094
10	70,218	75,265	84,196	90,853
11	72,825	78,234	87,579	94,614

Effective September 1, 2016

Year	A1	A2	A3	A4
0	44,559	46,045	50,864	53,784
1	47,195	49,041	54,282	57,582
2	49,831	52,039	57,698	61,378
3	52,466	55,036	61,115	65,178
4	55,104	58,036	64,533	68,974
5	57,739	61,032	67,950	72,773
6	60,374	64,029	71,368	76,571
7	63,011	67,028	74,786	80,370
8	65,646	70,023	78,203	84,165
9	68,283	73,021	81,620	87,965
10	70,920	76,018	85,038	91,762
11	73,553	79,016	88,455	95,560

Effective 98th day of 2016-2017 School Year

Year	A1	A2	A3	A4
0	44,782	46,275	51,118	54,052
1	47,431	49,286	54,554	57,870
2	50,081	52,299	57,987	61,685
3	52,729	55,311	61,421	65,504
4	55,379	58,326	64,856	69,319
5	58,027	61,337	68,290	73,136
6	60,676	64,349	71,724	76,954
7	63,326	67,363	75,160	80,772
8	65,974	70,373	78,594	84,586
9	68,624	73,386	82,028	88,405
10	71,275	76,398	85,463	92,220
11	73,921	79,411	88,897	96,038

LETTER OF INTENT

School Year

This will confirm the Board's agreement that the school year will not exceed 194 days for the duration of this Collective Agreement.

In consultation with the other School Boards with which the Board shares transportation services, every effort will be made to arrange for a turn around day at the beginning of the second semester.



Michael Bellmore
Chairperson
Sudbury Catholic District School Board



Dan Charbonneau
President
O.E.C.T.A. Secondary Teachers' Local
Bargaining Unit

LETTER OF INTENT

Teachers Assigned to Non-Credit Programs

Teachers assigned to non-credit programs at the date of this Collective Agreement shall retain their assignments, subject to the operation of Article IX (Staffing Formula) and Article XI (Staffing Process).



Michael Bellmore
Chairperson
Sudbury Catholic District School Board



Dan Charbonneau
President
O.E.C.T.A. Secondary Teachers' Local
Bargaining Unit

LETTER OF INTENT

Adult Continuing Education Program

The parties agree that procedures, guidelines and compensation shall be determined in consultation with OECTA Secondary with specific reference to the assignment of any marking of Continuing education Correspondence Credit Courses, including Independent Learning Courses to Adult Continuing Education Teachers



Michael Bellmore
Chairperson
Sudbury Catholic District School Board



Dan Charbonneau
President
O.E.C.T.A. Secondary Teachers' Local
Bargaining Unit

LETTER OF INTENT

E-Learning Credit Courses

Prior to the implementation of e-learning there will be a committee formed with equal representation of both parties to discuss safe guards to the teachers' working conditions.



Michael Bellmore
Chairperson
Sudbury Catholic District School Board



Dan Charbonneau
President
O.E.C.T.A. Secondary Teachers' Local
Bargaining Unit

LETTER OF INTENT

Best Practices

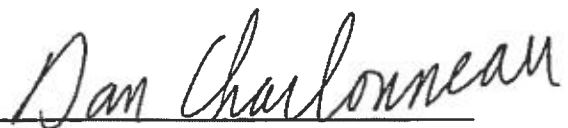
The Superintendent of Employee Relations will meet with all of the Secondary School Principals to explore best practices. Prior to the meeting, the Superintendent of Employee Relations will consult with the President of OECTA Secondary to set agenda items that will be addressed with the Principals. Agenda items will include but are not limited to:

- Credit Rescue
- Credit Recovery
- Credit Integrity
- E-learning
- Program Leader consultation
- Posting process

After the meeting with the principals has occurred, the Superintendent of Employee Relations will meet with the Unit President to discuss the best practices agreed upon.



Michael Bellmore
Chairperson
Sudbury Catholic District School Board




Dan Charbonneau
President
O.E.C.T.A. Secondary Teachers' Local
Bargaining Unit Local Bargaining Unit


LETTER OF UNDERSTANDING

No Hiring of Non Members

The Board will not hire any additional consultants or co-ordinators who are not members of the Ontario English Catholic Teachers' Association.



Michael Bellmore
Chairperson
Sudbury Catholic District School Board



Dan Charbonneau
President
O.E.C.T.A. Secondary Teachers' Local
Bargaining Unit

LETTER OF UNDERSTANDING

Staffing (PDT)

The parties agree that the Joint Board Staffing Committee's terms of reference shall include the following:

1. Review and share the allocation of staff hired by the Board for the expansion of secondary school programming in accordance with the new allocation in the Grants for Student Needs.

September 1, 2008: 0.19 teacher per 1,000 secondary pupils;
September 1, 2009: 0.38 teacher per 1,000 secondary pupils;
September 1, 2010: 0.70 teacher per 1,000 secondary pupils;
September 1, 2011: 1.02 teacher per 1,000 secondary pupils;
August 31, 2012: 1.35 teacher per 1,000 secondary pupils.

- a) The Board will hire the full complement of additional funded secondary teachers that result from this new allocation; for the 2008-2009 school year, the hiring of additional teachers shall occur at the second semester.
- b) The JBSC will be engaged in the development of a strategy to expand secondary school programming which may include increases in course offerings and strategic class size reductions, and in the allocation of this additional staffing.



Michael Bellmore
Chairperson
Sudbury Catholic District School Board



Dan Charbonneau
President
O.E.C.T.A. Secondary Teachers' Local
Bargaining Unit

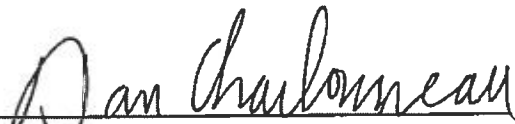
Letter of Understanding

Member Education on Leaves

The OECTA Sudbury Secondary Local Bargaining Unit is committed to educating its members on teacher wellness and the appropriate use of sick leave under Article 6.06 and personal leave under Article 12.02 through general meetings and an OECTA meeting to be delivered by the President of the Bargaining Unit at each secondary school.



Michael Bellmore
Chairperson
Sudbury Catholic District School Board



Dan Charbonneau
President
O.E.C.T.A. Secondary Teachers' Local
Bargaining Unit

Appendix I

(Compensation and Health Benefits Attachments)

OECTA SECONDARY TEACHERS

Enclosed you will find a copy of the current collective agreement between the Board and the OECTA Secondary Teachers' local bargaining unit. This document outlines compensation and health benefits as well as other conditions of your employment as a Secondary teacher with the Sudbury Catholic District School Board.

Please review the enclosed summary of the coverage provided by the various benefit plans, as well as Article VI - BENEFITS in Part B of the collective agreement.

If you wish additional information or clarification in the matter of benefits entitlement, please refer to the Official Memo: Payroll & Benefits #1, found on the intranet. Contacts are:

1. ClaimSecure (re: extended health and dental)

Telephone: 705-673-2541

2. DiBrina Sure (re: group life)

Telephone: 705-688-9393

3. Ceridian (Employee and Family Assistance Program)

Telephone: 1-877-207-8833

Website Info: www.lifeworks.com

4. OTIP (Long Term Disability)

OECTA local unit contact, telephone: (705) 521-0839

The complete information that you are required to provide is the following:

1. Life Insurance beneficiary designation (mandatory for all employees)

2. Health care benefits information (optional for part-time employees)

...all inclusive of: Extended Health, Drug plan, Vision and Semi-private

3. Dental benefits (optional for part-time employees)

4. Voluntary Accidental Death & Dismemberment Insurance (optional for all employees)

5. Long Term Disability Insurance (mandatory for all employees)

6. Optional Life Insurance

7. Positive Enrolment Form (Part 'A' and 'D' are mandatory; Parts 'B' and 'C' depend on the status of each individual)

Please ensure to contact DiBrina Sure at (705) 688-9393 if any of the following events occur during your employment:

- **Marital status change**
- **Beneficiary change**
- **Coordination of benefits change**
- **Change in dependants (e.g. birth, death, over-age student)**

You have access to pay information, benefit coverage, and dependant information on the Board's website, through the Intranet. Please review your information on a regular basis to ensure information is accurate and current.

**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

Oran Hawkins
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Janice Manton Burns
Lacey Pecorelli

OCSTA

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

Albertini

CROWN
[Signature]

Breakout of OECTA Investments		2017-18			
Index	DSB No	Column #	ESTIMATED FUNDED STAFF FTE		
	DSB Name		Elementary	Secondary	Total
32	30.1	Northeastern Catholic DSB	1.0	0.5	1.5
33	30.2	Nipissing-Parry Sound Catholic DSB	1.3	0.7	2.0
34	31	Huron-Superior Catholic DSB	2.3	1.1	3.3
35	32	Sudbury Catholic DSB	2.5	1.2	3.7
36	33.1	Northwest Catholic DSB	1.2	-	1.2
37	33.2	Kenora Catholic DSB	0.8	0.4	1.2
38	34.1	Thunder Bay Catholic DSB	3.1	1.5	4.6
39	34.2	Superior North Catholic DSB	0.7	-	0.7
40	35	Bruce-Grey Catholic DSB	1.8	0.8	2.6
41	36	Huron-Perth Catholic DSB	1.8	0.9	2.7
42	37	Windsor-Essex Catholic DSB	7.2	3.6	10.8
43	38	London District Catholic School Board	7.5	3.6	11.1
44	39	St. Clair Catholic DSB	3.4	1.6	5.1
45	40	Toronto Catholic DSB	38.2	18.5	56.8
46	41	Peterborough V N C Catholic DSB	5.5	2.7	8.2
47	42	York Catholic DSB	19.5	9.7	29.2
48	43	Dufferin-Peel Catholic DSB	32.9	16.0	49.0
49	44	Simcoe Muskoka Catholic DSB	8.2	4.0	12.3
50	45	Durham Catholic DSB	8.6	4.0	12.6
51	46	Halton Catholic DSB	12.5	6.0	18.5
52	47	Hamilton-Wentworth Catholic DSB	12.1	6.0	18.1
53	48	Wellington Catholic DSB	3.0	1.4	4.4
54	49	Waterloo Catholic DSB	9.2	4.5	13.8
55	50	Niagara Catholic DSB	8.7	4.4	13.1
56	51	Brant Haldimand Norfolk Catholic DSB	3.7	1.8	5.5
57	52	Catholic DSB of Eastern Ontario	5.2	2.5	7.8
58	53	Ottawa Catholic DSB	17.1	8.1	25.2
59	54	Renfrew County Catholic DSB	1.9	1.0	2.9
60	55	Algonquin and Lakeshore Catholic DSB	5.1	2.4	7.5
Total			226.3	109.0	335.3

*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council or Transfer Payment Agreement in accordance with the Transfer Payment Accountability Directive.

1) Estimate assumes 2/3 for elementary and 1/3 for secondary. Actual staffing will depend on local decisions.

2) Estimated funded staff FTE calculated using an average funded teacher salary including benefits, and preparation time in each board adjusted for all increases proposed for 2017-18.

3) Based on best available information at this time, figures are subject to change as updated information becomes available.

Schedule A
Salaries and Allowances 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 salary grids and wage schedules as per the terms in the "Agreement Extension".

Effective September 1, 2017

1.50%	A1	A2	A3	A4
Year				
0	45,455	46,971	51,886	54,864
1	48,144	50,027	55,374	58,740
2	50,834	53,086	58,858	62,611
3	53,521	56,142	62,344	66,488
4	56,211	59,202	65,829	70,359
5	58,899	62,260	69,315	74,235
6	61,587	65,316	72,801	78,110
7	64,277	68,375	76,289	81,984
8	66,965	71,431	79,775	85,856
9	69,656	74,488	83,261	89,732
10	72,346	77,545	86,746	93,605
11	75,031	80,605	90,232	97,480

Effective September 1, 2018

1%	A1	A2	A3	A4
Year				
0	45,910	47,441	52,405	55,413
1	48,625	50,527	55,928	59,327
2	51,342	53,617	59,447	63,237
3	54,056	56,703	62,967	67,153
4	56,773	59,794	66,487	71,063
5	59,488	62,883	70,008	74,977
6	62,203	65,969	73,529	78,891
7	64,920	69,059	77,052	82,804
8	67,635	72,145	80,573	86,715
9	70,353	75,233	84,094	90,629
10	73,069	78,320	87,613	94,541
11	75,781	81,411	91,134	98,455

Effective February 1, 2019

1%	A1	A2	A3	A4
Year				
0	46,369	47,915	52,929	55,967
1	49,111	51,032	56,487	59,920
2	51,855	54,153	60,041	63,869
3	54,597	57,270	63,597	67,825
4	57,341	60,392	67,152	71,774
5	60,083	63,512	70,708	75,727
6	62,825	66,629	74,264	79,680
7	65,569	69,750	77,823	83,632
8	68,311	72,866	81,379	87,582
9	71,057	75,985	84,935	91,535
10	73,800	79,103	88,489	95,486
11	76,539	82,225	92,045	99,440

Effective August 31, 2019

0.50%	A1	A2	A3	A4
Year				
0	46,601	48,155	53,194	56,247
1	49,357	51,287	56,769	60,220
2	52,114	54,424	60,341	64,188
3	54,870	57,556	63,915	68,164
4	57,628	60,694	67,488	72,133
5	60,383	63,830	71,062	76,106
6	63,139	66,962	74,635	80,078
7	65,897	70,099	78,212	84,050
8	68,653	73,230	81,786	88,020
9	71,412	76,365	85,360	91,993
10	74,169	79,499	88,931	95,963
11	76,922	82,636	92,505	99,937

Responsibility Allowances (Local Terms Article 11.08):

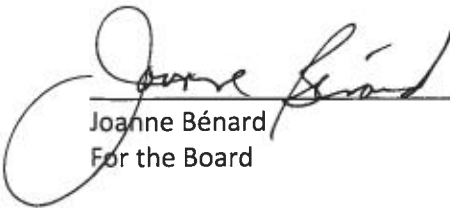
	1-Sep-17	1-Sep-18	1-Feb-19	31-Aug-19
	1.5%	1.0%	1.0%	0.5%
Program Leader	5,137.26	5,188.63	5,240.52	5,266.72
Co-ordinator/ Consultants	5,797.91	5,855.89	5,914.45	5,944.02
Teacher in Charge	78.80	79.59	80.39	80.79

The Adult Continuing Education Program, Local Terms Article 15.07 (3)

A teacher employed in the Program will be paid as per the following table, plus 4% vacation pay:

1-Sep-17	1-Sep-18	1-Feb-19	31-Aug-19
43.53	43.97	44.41	44.63

Dated this 29th day of June 2018 at Sudbury, Ontario.


 Joanne Bénard
 For the Board


 Maurizio De Poli
 For the Association