

Collective Agreement

**Between OECTA Elementary Teachers' Local (Sudbury Unit)
and
The Sudbury Catholic District School Board**

September 1, 2019 - August 31, 2022

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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, 2019 to August 31, 2022 inclusive.

1.2 Amendment of Terms

While a collective agreement is in operation, the central terms of this agreement, including term, may only be amended in accordance with the School Boards Collective Bargaining Act, 2014.

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 School boards shall adjust their current salary grids, wage schedules and allowances in accordance with the following schedule:

2.1.1 September 1, 2019: 1%

2.1.2 September 1, 2020: 1%

2.1.3 September 1, 2021: 1%

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

- 5.1 Effective August 31, 2012, employees eligible for a retirement gratuity (as set out in the Letter of Agreement #1) shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.

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.

Diagnostic Assessment

- 6.2.1 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).

- 6.2.2 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.

6.3 Annual Learning Plan

- 6.3.1 The Annual Learning Plan (ALP) is a component of the performance appraisal framework for experienced teachers. Experienced teachers must complete/update their ALP in accordance with Ministry and regulatory requirements. The ALP is teacher-authored and directed and is developed in a consultative and collaborative manner with the principal, or designate.

As determined by the local OECTA Unit, should Part B of the 2017-19 collective agreement include superior provisions related to the Annual Learning Plan for experienced teachers then those provisions shall prevail.

7 BENEFITS

7.1 Funding

- 7.1.1 There shall be no enhancements made to the OECTA Benefits Plan over the term of the agreement exceeding 1% of total benefit costs, including any reductions to premium share or introduction of premium holidays. The OECTA ELHT Trustees shall provide the sponsoring parties of the ELHT information that confirms the cost of the increases at the ELHT's expense, should any of the sponsoring parties request it.

- 7.1.2 The per FTE funding amount shall be increased as follows:

- 7.1.2.1 Funding amounts for benefits improvements:

- i. September 1, 2019: 1%
- ii. September 1, 2020: 1%
- iii. September 1, 2021: 1%

- 7.1.2.2 In addition to 7.1.2.1 the funding amounts for inflation:

- i. September 1, 2019: 3%
- ii. September 1, 2020: 3%
- iii. September 1, 2021: 3%

- 7.1.3 In addition to the above the Crown shall make a one-time payment to the OECTA ELHT – OECTA separate account if the following should occur:

- i. If the audited financial statements for the year ending in December 31, 2020 reports net assets below 8.3% of the OECTA Teachers' Benefits Plan costs for that year due to inflation, the one-time

payment shall be equal to 3% of the annual employer contributions for the OECTA Teachers' Benefits Plan for the 2020-21 school year.

- ii. If no payment is made under i) and should the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OECTA Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OECTA Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) The difference between the reported net assets and the 15% threshold.

- 7.1.4 The Crown shall make only one payment under 7.1.3. The payment shall be made within 90 days of receipt of the audited financial statements.

7.2 INFORMATION TO BE PROVIDED TO PLAN ADMINISTRATOR/ASSOCIATION

- 7.2.1 Each school board shall provide to the plan administrator, information necessary to enroll members and process changes in members' status, as determined by the plan administrator acting reasonably, including but not limited to all new hires. Said information shall be provided via Board HRIS files, in accordance with the schedule(s) to be determined by the plan administrator acting reasonably, as part of the school board's HRIS file following the school board becoming aware of the hire or change in the member's status. School boards shall provide future dated status changes, once notified to do so by the plan administrator.
- 7.2.2 Upon written request from the plan administrator acting reasonably, each school board shall provide information required to correct or clarify information previously provided by the school board. Correcting and clarifying information shall be provided within seven (7) business days of receiving the written request, recognizing that an unusual circumstance may arise which results in a school board submitting the information late.
- 7.2.3 On the 1st business day of each month, school boards shall provide to the Association all information identified on Appendix A. The Association shall ensure that appropriate privacy safeguards are adopted to adequately protect any personal information provided via Appendix A.
- 7.2.4 Each school board shall deduct from the wages of participating members identified by the plan administrator, the amount of employee contributions that the member is required to make, in accordance with a payroll file provided by

the plan administrator, and shall remit said contributions to the plan administrator, on or before the first business day of each month.

- 7.2.5 The parties agree to form a committee to discuss and address data issues and other issues of concern to OCSTA, school boards, the ELHT and the Association in respect of benefits. The committee will include representation from the central parties, school board staff, and the plan administrator. Representatives from applicable HRIS vendors will also be requested to attend when appropriate.

8 EARNED LEAVE PLAN

- 8.1** Where a permanent teacher has acquired but not used an earned leave entitlement under the earned leave plan, as identified below, such earned leave entitlement (to a maximum of six days) may be used in accordance with the following:
- 8.2** Except as set out below, the earned leave program in article 8 of the 2014-17 collective agreement shall have no force or effect after August 31, 2019.
- 8.2.1** Partially Paid Days may be used by no later than June 30, 2022 or if not utilized by that date shall be paid out at the occasional teacher daily rate by the board as at June 30, 2022.
- 8.2.2** Unpaid days may be used prior to June 30, 2023. If not used by that date the unpaid days shall expire and have no residual value.
- 8.3** For purposes of calculating days earned in the 2018 -2019 school year, the following shall apply:
- 8.3.1** The board will communicate no later than October 15, 2019, the 2018/2019 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.
- 8.3.2** By October 15, 2019, 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 8.3.3 below.
- 8.3.3** Each permanent teacher shall be provided with earned leave days for the 2018 - 19 school year in accordance with articles 8.5 to 8.10 inclusive of the 2014 - 17 collective agreement.
- 8.4** Unused earned leave days acquired up to June 30, 2019 and reported out as of October 15, 2019 may be used in accordance with the following:
- 8.4.1** Teachers requesting to schedule the leave day(s) shall provide at least twenty (20) calendar days' written notice of the requested days.
- 8.4.2** Access to leave days is available at any time during the school year.

8.4.3 Leave day(s) requests shall not be denied subject to reasonable system and school requirements.

8.4.4 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.

8.4.5 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:

8.4.5.1 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;

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

8.4.6 The Board shall report leave days to each Association Bargaining Unit, including the names of applicants and the total approvals on an annual basis.

8.4.7 Leave days, once confirmed, are irrevocable by either the teacher or the board except by mutual consent.

8.4.8 Leave day(s) requests are processed on a "first come, first served" basis.

8.4.9 Request for leave days on scheduled Professional Activity days shall not be denied.

8.4.10 Leave days may be used in conjunction with existing contractual provisions (e.g. Personal Days, other collective agreement leave provisions, etc.).

8.4.11 All written requests for leave days shall be processed by the school board and responded to in writing within ten (10) calendar days.

8.4.12 Leave days shall not be subject to calendar restrictions.

8.5 Notwithstanding anything herein, attendance-related earned leave program provisions in effect as of August 31, 2014 in Part B of the collective agreement shall continue to remain in effect.

- 8.6** This article shall not diminish any right to grieve or process any grievance which occurred on or before August 31, 2019 with respect to any alleged breach of the earned leave program in article 8 of the 2014- 17 collective agreement.

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 Critical Illness Leave

- 15.1.1 Family Medical Leave or Critical Illness Leave 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

OCSTA and OECTA agree that the hiring practices outlined below support school boards' efforts to promote diversity in hiring practices and provide opportunities for mobility for Catholic teachers.

All vacant Long-Term Occasional Teaching Assignments and Permanent Teaching Positions shall be filled in accordance with the following:

17.1 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 while employed in the occasional teacher bargaining unit.

17.2 The Occasional Teacher Seniority Roster (the "Roster")

17.2.1 The Roster shall contain, in decreasing order of seniority, the names of the Occasional Teachers, their most recent date of hire to the Occasional Teacher Bargaining Unit (seniority date), and their teaching experience.

17.2.2 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:

17.2.2.1 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);

17.2.2.2 Teaching experience as a certified teacher in Ontario;

17.2.2.3 Or failing that, by lot conducted in the presence of the local Unit President or designate.

17.2.3 The Board shall provide the Roster, as at September 1st of each school year, to the local Unit President and shall post electronically a copy of the Roster by Sept 30th of each school year.

17.2.4 Interview and hiring cycles to the Roster shall occur a minimum of twice during the school year. Where a school board is unable to fill all daily teaching assignments on a regular basis, the school board shall interview more frequently to attempt to increase the number of occasional teachers on Roster, subject to the maximum number allowed by the local collective agreement.

17.3 The Appointment 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 appointment of Occasional Teachers into Long Term assignments:

- 17.3.1** The school board shall not make an offer to any other person to fill a long-term assignment before having placed all redundant and supernumerary teachers in order of seniority.
- 17.3.2** If the Long Term assignment is not filled in accordance with 17.3.1, the school board shall post the assignment on its website for all occasional teachers on the school board's Roster to access, for at least three (3) weekdays, and will fill the assignment in accordance with the following:
 - 17.3.2.1** All Occasional Teachers shall have the ability to upload their portfolio to a secure and confidential space on Apply to Education or other equivalent space. Furthermore, Occasional Teachers shall be able to add/delete documents from their portfolio at all times;
 - 17.3.2.2** The school board shall identify the five most senior applicants to the LTO assignment posting who are available for the assignment and hold the required qualifications for the assignment, in accordance with articles 17.5.2 and 17.9 below. An Occasional Teacher shall be considered available for the assignment if said teacher has not already been assigned to another LTO position during the term of the LTO assignment being filled in accordance with this process. Each of the five most senior applicants shall be contacted and asked to confirm that they wish to be considered for the position. If any of the five applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that five applicants are considered. No further changes shall be made to the list of applicants to be considered for the assignment.
 - 17.3.2.3** The school board shall select the successful applicant from the applicants identified in 17.3.2.2. In doing so, the school board shall access and consider the information contained in the Occasional Teacher's portfolio. Should less than five (5) qualified applicants apply to the LTO assignment posting, the school board shall select the successful applicant from the qualified applicants;
 - 17.3.2.4** If no qualified occasional teachers apply to the LTO assignment posting or if all qualified applicants decline the position, the school board may hire an external qualified teacher, in accordance with articles 17.5.2 and 17.9 below, who is not on the Roster, to fill this assignment.

17.4 Occasional Teacher Evaluations

- 17.4.1** All occasional teachers completing an LTO assignment of a minimum of four (4) months in duration shall receive an evaluation using the templated process that has been mutually agreed to by the school board and OECTA. Should the occasional teacher receive an unsatisfactory evaluation, an evaluation shall occur during the next LTO assignment of at least two (2) months duration. Should the

occasional teacher receive a satisfactory evaluation at any time, further evaluations may occur where a principal has reasonably identified concerns in the occasional teacher's performance.

17.4.2 Where an occasional teacher receives an unsatisfactory evaluation, the school board shall arrange for a meeting with the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the evaluation, or as mutually agreed to by the school board and the local unit president or designate. The occasional teacher shall be debriefed, and provided with a written improvement plan. The improvement plan shall identify recommendations to address any areas of improvement identified in the evaluation. The recommendations and the timelines for completion of the recommendations shall be reasonable and accessible.

17.4.3 Occasional teachers who receive an unsatisfactory evaluation shall be required to complete the recommendations found in the improvement plan within the timelines identified. Said occasional teachers shall remain eligible to apply and be considered for other LTO assignments provided that the occasional teacher is able to demonstrate that they are actively working to complete the recommendations.

17.4.4 Should the occasional teacher receive a second evaluation during the completion of a subsequent LTO assignment and should that evaluation result in an unsatisfactory rating, the school board shall arrange for a meeting involving a supervisory officer, the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the evaluation, or as mutually agreed to by the school board and the local unit president or designate. The occasional teacher will be debriefed and provided with a written improvement plan and a timeline for completion, in accordance with 17.4.2. It is understood that the teacher will not be eligible to apply for any subsequent LTO assignments until the improvement plan has been successfully completed.

17.4.5 Should an occasional teacher receive three unsatisfactory evaluations the school board may suspend the teacher's eligibility for additional LTO assignments. The Association may refer the matter of the occasional teacher's eligibility for any future LTO assignments to an arbitrator pursuant to the arbitration provisions in Part B of the collective agreement. The parties agree to take all reasonable steps to ensure the matter is determined as quickly as possible.

17.5 Postings for LTO Assignments and Permanent Positions

17.5.1 In addition to any requirements as outlined in the local terms of the collective agreement, each posting shall identify the posting number, the school, division(s) or grade(s) and, as applicable, subject(s), the FTE, the start and end dates of the assignment, the posting start and closing dates.

17.5.2 For an applicant to be considered qualified for the position, the applicant shall hold the required qualifications, as per the *Education*

Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), in the subject(s) and division(s) identified in the posting. Where a posting identifies more than two subjects, it shall identify the two subjects for which qualifications are required.

17.5.3 If one of the subjects identified in the posting is a restricted subject, as identified in Regulation 298, the applicant must hold the qualification for the restricted subject.

17.5.4 All postings shall identify that the end date is subject to change, as applicable.

17.6 The Hiring of Occasional Teachers to 65% of Permanent Teaching Positions

The school board shall not make an offer to any other person to fill a permanent position before having placed all redundant and supernumerary teachers in order of seniority.

Subject to the requirement to first place redundant and supernumerary teachers and the denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, school boards shall fill a minimum of sixty-five percent (65%) of all vacant permanent teaching positions, including a minimum of sixty-five percent (65%) of all full-time (1.0 FTE), posted for each school year, in accordance with the following procedure:

17.6.1 Occasional Teachers who have completed a minimum of one (1) LTO assignment that was a minimum of four (4) months in duration, and, in accordance with 17.4.1, whose last evaluation resulted in a satisfactory rating, shall be eligible to apply for any posted permanent teaching positions;

17.6.2 All vacant permanent teaching positions shall be posted on the school board's website available to all the school board's occasional teachers on the school board's Roster for at least three (3) weekdays, in accordance with article 17.5.

17.6.3 Subject to article 17.7 the school board shall identify the three (3) most senior applicants to the position who hold the required qualifications for the position, in accordance with articles 17.5.2 and 17.9, to be interviewed for the position. Prior to interviewing any of the three applicants, the applicants shall be contacted and asked to confirm that they wish to be interviewed for the position. If any of the three applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that three applicants are interviewed. No further changes shall be made to the list of applicants to be considered for the position. Each of the identified applicants shall then be interviewed.

17.6.4 Following the interviews, the school board shall select the successful applicant from the applicants identified in 17.6.3. Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants.

17.6.5 If no qualified occasional teachers apply to the vacant permanent teaching position posting or if all qualified applicants decline the

position, the school board may hire an external qualified teacher who is not on the Roster to fill this position.

17.7 The Hiring of Occasional Teachers to 35% of Permanent Teaching Positions

The school board shall not make an offer to any other person to fill a permanent position before having placed all redundant and supernumerary teachers in order of seniority.

Subject to the requirement to first place redundant and supernumerary teachers and the denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, school boards shall fill a maximum of thirty-five percent (35%) of all vacant permanent teaching positions, including a maximum of thirty-five percent (35%) of all full-time (1.0 FTE), posted for each school year, from applicants from the Roster, in accordance with the following procedure:

- 17.7.1.1** The school board shall post the vacant positions consistent with article 17.5 and, subsequent to interviewing a minimum of three (3) applicants who hold the required qualifications for the position, in accordance with articles 17.5.2. and 17.9, shall select the successful applicant for the permanent position.
- 17.7.1.2** Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants;
- 17.7.1.3** In addition to the applicants from the Roster, a school board may choose, as one of the applicants to be interviewed, a teacher employed as a permanent teacher elsewhere in the province who has applied to the posting. Should the school board hire that teacher, the school board shall provide the name of the former employing District School Board to the local unit president, in addition to all other information that the school board is required to provide.
- 17.7.1.4** School boards shall ensure that at no time during a school year does the number of vacant permanent teaching positions filled in accordance with the provisions of 17.7 exceed thirty-five (35%) percent of the total number of vacant permanent teaching positions or thirty-five percent (35%) of all full-time (1.0 FTE) vacant permanent teaching assignments filled during the school year.
- 17.7.2** Under either of the processes outlined in 17.6 or 17.7, following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed by a member of the interview team who will provide recommendations, in writing, that shall be made to help enhance professional growth that may lead to a successful application in the future. The school board shall arrange for the meeting involving the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the

interview, or as mutually agreed to by the school board and the local unit president or designate.

17.8 It is understood that all teachers hired under article 17.6 and 17.7 are subject to the surplus and redundancy provisions of the collective agreement.

17.9 Additional Qualifications for Specialized Assignments/Positions

OCSTA and the Association recognize that in addition to the required qualifications for both LTO assignments and permanent positions as defined in article 17.5.2, the following positions shall include the additional requirements listed below:

- i. Special Education Self-Contained Classes – at least 2 years in accumulated experience as a Special Education Resource Teacher, or hold a Special Education Specialist qualification.
- ii. French Immersion Assignments/Positions – applicants may be required to demonstrate their French fluency. It is understood that this is not a requirement for core French assignments/positions. Teachers with an FSL Specialist qualification or a DELF qualification shall be exempt from this requirement.

Note: OCSTA and OECTA agree to form a committee consisting of up to three representatives from each party to further examine the topic of qualifications for secondary courses. The goal of the committee is to reach an agreement that identifies the qualifications needed for subjects for which there currently is no agreement as to the qualifications needed.

18 INFORMATION DISCLOSURE TO OECTA

18.1 The Board shall provide to OECTA 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 Roster, employed to fill a teacher absence.

18.2 The Board shall provide to OECTA 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 OECTA:

- 18.3.1 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 For each LTO and permanent position, the Board shall provide the following information to OECTA:

- 18.4.1 The job posting at the time the posting is circulated in the system and/or is posted externally. The posting shall identify the posting number, the school, division(s) or grade(s) and as applicable, subject(s), the FTE, the start and end dates of the assignment, the posting start and closing dates;
 - 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 For permanent positions, the list of interviewees, including the name of the permanent teacher employed elsewhere, within three (3) weekdays of the closing of the posting;
 - 18.4.4 For LTO positions, the list of the five (5) most senior applicants who are qualified and available, as per article 17.3.2.2, within three (3) weekdays of the closing of the posting;
 - 18.4.5 The name of the successful candidate within three (3) weekdays of the successful applicant being selected and whether it was filled in accordance with 17.6 or 17.7;
- 18.5 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, 2019 to August 31, 2022.
- 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.

21 HEALTH AND SAFETY

- 21.1 All incidents of workplace violence, including sexual violence, as defined in the Occupational Health and Safety Act, are to be reported using the school board's online reporting tool.

- 21.2 Following the occurrence of an incident of workplace violence resulting in worker injury, or an incident of domestic violence, where the measures and precautions currently in place were followed but did not prevent the workplace injury, or the domestic violence incident, the school board shall conduct a risk reassessment and revise measures and procedures, including but not limited to, creating/updating a safety plan, in an effort to prevent further workplace injury or the recurrence of a domestic violence incident.
- 21.3 Consistent with obligations outlined in section 32.0.5 of the Occupational Health and Safety Act, a school board shall provide teachers at a school board worksite access to safety-relevant information with respect to each person at the worksite with a history of violent behaviour, if the teacher can be expected to encounter the person in the course of their work and the risk of workplace violence is likely to expose the teacher to physical injury. Teachers shall be able to access, in a secure location (electronic or paper), a form, which identifies the person and includes the person's name, and, as appropriate, grade, classroom/class schedule, possible locations of encounter, known safety-relevant triggers or observable behaviours as well as safety-relevant interventions and a crisis-response plan, if any. Occasional and on-call teachers will be advised of the existence of, and shall have access to, the safety-relevant information where the teacher can be expected to encounter the person during their assignment. Teachers will ensure that the information for which access is provided is held in strict confidence and protected from disclosure.
- 21.4 The Online Reporting Tool
- 21.4.1 Effective September 1, 2019, each school board shall ensure that the online reporting tool used by teachers is functioning and is fully compliant with the system specifications as outlined in memorandum 2018:SB06. Teachers will be provided with information and training on using the online reporting tool.
- 21.5 Ability to Summon Immediate Assistance
- 21.5.1 Subsection 32.0.2(2)(b) of the Occupational Health and Safety Act outlines that school boards have measures and procedures for summoning immediate assistance when workplace violence occurs or is likely to occur, including field trips. Where school boards do not already have policies/measures/procedures addressing this issue, these shall be implemented by September 1, 2020.
- 21.6 The Joint Health and Safety Committee (the JHSC)
- 21.6.1 Each June, the worker and employer co-chairs shall set the schedule of JHSC meetings for the next school year. Meeting dates and times shall be mutually agreed to by the co-chairs. The schedule of meeting dates shall be shared with all members of the JHSC prior to the end of June.
- 21.6.2 The agenda for each JHSC meeting shall include, as a standing item, workplace violence.
- 21.6.3 Information provided to the JHSC via the school board's online reporting tool shall replace the person's name with a unique identifier, as agreed to by OCSTA

and the Association, that allows the JHSC to track multiple violent incidences involving the same person, regardless of the school enrolment location.

21.7 The parties agree to continue the OCSTA/OECTA provincial health and safety committee established in 2015. The committee shall meet regularly, as determined by the parties, and shall develop the following resources/leading practices to be shared with all English Catholic school boards by July 1, 2020:

- a) training/provision of information and instruction, as outlined in the matrix document previously distributed to school boards.
- b) worksite inspections protocol, to ensure compliance with the Act and regulations.
- c) Strategies for providing, and ensuring return of, keys for Occasional teachers to be able to lock their classroom door in the event of emergency.
- d) Strategies regarding the effective workings of site-based JHSCs.

22 CHANGES IN FULL-TIME EQUIVALENT STATUS (FTE)

22.1 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. Any dispute regarding the above shall be referred to the central dispute resolution process. Any teacher who changes FTE status in accordance with this provision shall be entitled to revert to the FTE status in effect immediately prior to the decrease 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.

22.2 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, 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 occasional teachers 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 as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification) consistent with the practices, needs and schedules of the Board and its schools. Approval of the teacher selection shall not be unreasonably denied. Any concerns may be raised at the joint board level staffing committee.

22.3 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. Requests shall be granted where practical, as

determined by the Director of Education or designate. Such requests shall not be unreasonably denied. 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.

23 E-LEARNING

- 23.1 Any E-Learning course that is offered by a school board in the English-language Catholic school system shall be delivered by a bargaining unit member, in accordance with the terms of the collective agreement.
- 23.2 E-Learning courses offered by a school board in the English-language Catholic system shall be delivered by a bargaining unit member who has expressed interest, where possible. Where no teacher has expressed interest at the school level, interest shall be solicited on a board-wide basis prior to assigning a teacher.
- 23.3 School boards shall make available to secondary school teachers delivering E-Learning courses the required hardware, software and appropriate training on the delivery of E-Learning courses.

LETTER OF AGREEMENT #1

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 #2

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 continue the 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. The work of the committee 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.

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

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: 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 #4

BETWEEN

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

AND

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

AND

The Crown

RE: Acting Administrators

Whereas OECTA interprets the *School Boards Collective Bargaining Act, 2014* (SBCBA) as excluding teachers from the scope of an OECTA bargaining unit while assigned as an Acting Administrator;

And Whereas OCSTA does not agree with the interpretation of the SBCBA adopted by OECTA;

And Whereas OCSTA and OECTA are committed to finding a solution to allow Catholic school boards the ability to continue to assign bargaining unit members ("Members") as Acting Administrators and continue to apply the provisions of the collective agreement to them;

Now Therefore the parties agree to the following for the duration of this collective agreement, or until the SBCBA is amended to clarify the bargaining unit status of Acting Administrators, whichever is earlier;

1. Representation

- a. Provided that Part B of the collective agreement provides for the assignment of Members to an Acting Principal or Acting Vice Principal position ("Acting Administrator"), and provided that the Acting Administrator does not have responsibility to discipline, or, participate in the evaluation of Members of any bargaining unit represented by the Association, the Association will represent bargaining unit members in Acting Administrator positions as if they continued to be Members of the bargaining unit during the period of the acting assignment. The provisions of the collective agreement shall be deemed to apply to members in Acting Administrator positions.
- b. In representing Members to whom this Letter of Understanding applies, the Association shall conduct itself as if section 74 of the ***Labour Relations Act 1995*** applied. Notwithstanding that, nothing in this Letter of Understanding shall be construed as an admission by OECTA that it owes a duty to represent

such teachers under the ***Labour Relations Act, 1995*** or the common law and any such admission is expressly denied.

- c. The first sentence of paragraph 1(b) is not enforceable by OCSTA or any Catholic school board for which it is the bargaining agency and paragraphs 3 and 7 shall not have application to any difference with respect to whether the Association has complied with that provision.
2. Extended Health, Dental, AD&D and Basic Life Benefits for Teachers Assigned to the Role of Acting Administrator
- a. For any acting assignment scheduled for a continuous period of three (3) months or greater, or that is subsequently extended for a continuous period of three (3) months or more, Catholic school boards shall provide to the Association the name of any teacher assigned, the location of the assignment, as well as the start and end dates of the assignment. This information shall be provided so as to ensure the benefits funding is made available to the OECTA ELHT in a timely manner including retroactively if applicable.
 - b. For any acting assignment scheduled for a continuous period of three (3) months or greater, or that is subsequently extended for a continuous period of three (3) months or more, Catholic school boards shall remit premium contributions to the OECTA ELHT, in a manner determined by the OECTA ELHT, on behalf of the Member assigned in order to maintain their eligibility for OECTA ELHT Benefits, without disruption and throughout the term of the Acting assignment.
 - c. It is understood that the benefit premium contributions made by the Catholic school board to the OECTA ELHT on behalf of Members assigned to the Acting Administrator role is over and above the school boards' regular benefits premium payment and that the remittance of the benefit premiums are made in addition to any other remittance to the OECTA ELHT.
 - d. The amount of the benefit premiums to be remitted by the Catholic school board on behalf of the Acting Administrator shall be the current benefit premium rates in effect at the time of the assignment. The OECTA ELHT shall provide that information to the school board in a timely manner.

Arbitration of Differences

- 3. Any difference arising between a Catholic school board and the Association with respect to the interpretation, application or administration of provisions of the collective agreement with respect to Members in Acting Administrator positions may be referred by either the board or the Association to the grievance process or to binding arbitration pursuant to the provisions of Part B of the applicable collective agreement.
- 4. The parties to any such arbitration shall be the Association and the school board. For clarity, it is understood that the Association shall have carriage rights over the grievance and Members in Acting Administrator positions shall have no individual right

to grieve or arbitrate any difference described in paragraphs 3 or 7 of this Letter of Understanding.

5. The Arbitrator shall have all of the powers and authority of an arbitrator under the Labour Relations Act. The decision of the Arbitrator shall be binding upon the parties and the Acting Administrator.
6. Paragraphs 3 – 5 of this Letter of Understanding constitute an “arbitration agreement” for purposes of the **Arbitration Act** 1991, S.O. 1991, C. 17.
7. Except as limited by paragraph 1(c) above, any difference arising between OECTA and OCSTA with respect to the interpretation, application or administration of this Letter of Agreement, may be referred by either OCSTA or OECTA to binding arbitration pursuant to the arbitration provisions of Part A of the applicable collective agreement.

**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.

**LETTER OF AGREEMENT #6
BETWEEN**

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

AND

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

AND

The Crown

RE: Wellness and Attendance Review Committee

The parties shall establish a joint committee.

The Committee shall be comprised of equal numbers of representatives of each of the parties. Representatives of the Crown may also attend as observers.

The Committee will meet at least once in October, December, February, and April, in each school year, as agreed to by the parties.

At each meeting the Committee shall receive and review attendance information and make recommendations, on a consensus basis, based on the committee's mandate. All data shared shall be aggregated to protect privacy.

The committee's mandate shall be to:

- Discuss and determine the nature and frequency of communications to their respective parties and their constituent members
- Explore strategies to promote wellness, improve attendance and sick/short term leave utilization rates, including, discussion regarding supports to assist teachers to remain at work.
- Communicate to teachers their rights and obligations with respect to attendance and to communicate to school boards the importance of returning teachers to work in a timely manner.
- Monitor trends in absenteeism in general and determine and collect the relevant data to inform the committee's work.
- Identify causes of sick leave usage and absenteeism and barriers to attendance or timely return to work.
- Explore and research leading practices, (including goals and targets) and assess the effectiveness of wellness and attendance-improvement initiatives including-return to/remain at work practices.
- Other items as agreed.

OECTA agrees to inform its membership in writing on a semi-annual basis with respect to ongoing absenteeism data and trends, and wellness promotion initiatives. OCSTA agrees to

inform its membership in writing on a semi-annual basis with respect to leading practices in supporting timely return to/remain at work initiatives.

**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

AND

The Crown

RE: OTBU Amalgamations

Having regard that the consolidation of bargaining units and consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations.

The Ontario Catholic School Trustees' Association (OCSTA), and every English-language separate district school board, shall agree to allow the occasional teacher bargaining unit within each separate district school board for which OECTA is the bargaining agent, to be combined with the permanent teacher bargaining unit(s).

For greater clarity, ratification of Central Terms by OCSTA by majority vote of school boards represented by it, in accordance with the School Boards Collective Bargaining Act, shall be deemed to constitute agreement to such combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Status Quo Board Imposed Fees/Levies

The parties agree that for the term of this collective agreement, including any applicable statutory freeze period, any fee/levy imposed by a Catholic school board and charged to Catholic teachers shall remain status quo to those that were being charged as at August 31, 2019. No new fee/levy, including a new parking fee/levy, not already in place as of August 31, 2019, shall be imposed by a school board, an agent of the school board, or any third party contracted by a school board. For clarity, this LOA does not apply to fees/levies that are imposed by entities other than school boards but that may be collected by school boards on behalf of such entities.

LETTER OF AGREEMENT #9**BETWEEN**

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

AND

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

RE: Supplementary Employee Benefits – Article 14

The Parties and the Crown agree that the issue of the statutory amendment to the *Employment Insurance Act* resulting in a reduction of the employment insurance waiting period has been addressed at the central table and the intent of existing central terms shall remain status quo. Therefore, as the central terms previously required payment for the two-week waiting period, retroactive to September 1, 2019 the board shall ensure that the funds payable from the board to an eligible teacher for the Pregnancy Leave SEB plan outlined in article 14 of Part A of the collective agreement, shall reflect the full sum that would have been payable prior to the reduction of the waiting period. Boards have flexibility to determine the manner and timing of the funds provided, so long as the total amount payable to the teacher over the period of the leave equates to the sum that would have been payable prior to the reduction of the EI waiting period. Boards are not required to provide a greater amount than would have been payable prior to the reduction of the waiting period even if the eligible teacher opts for a leave that is in excess of 12 months.

The Pregnancy leave SEB plan outlined in Article 14 of Part A of the collective agreement was in place before the day on which section 208 of the Budget Implementation Act, 2016, No. 1 came into force.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OECTA and Catholic District School Boards do not apply, the Crown shall meet and consult with OCSTA and OECTA regarding the proposed alternative delivery model.

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Committee to Review Effective Implementation of Changes to Class Size

OCSTA and OECTA agree to create a committee to undertake a review of secondary class sizes in OCSTA member boards in the 2020-2021 and 2021-2022 school years, ensuing from the increase in average class size from 22:1 to 23:1, with recommendations for improvement.

The Parties will work co-operatively with the goals of ensuring that boards are able to achieve classes consistent with the funded average of 23:1 and maintain broad student choice and pathways, while also seeking a balance in class size considerations.

The Ministry agrees to assist through provision of relevant data and may also attend committee meetings as a resource.

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

OCSTA and OECTA will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: ELHT Benefit Matters

1. Retirees

The Parties and the Crown agree to meet for the purpose of transitioning retirees currently in board-run benefits plans into a segregated plan administered by the OECTA ELHT via an amendment to the Trust Agreement, based on the following:

- i. Basic plan design is the active member plan design
- ii. School boards can request alterations to the plan design to meet their specific needs (limited to survivor coverage for health and dental benefits, out of country coverage, hearing aids, physiotherapy, and private duty nursing) subject to the coverage being available by the carrier. It is not the intent of the parties to enhance the benefits coverage of the retirees. For example, life insurance is not to exceed the existing level of coverage.
- iii. Boards can opt out of the ELHT plan for retirees. It is understood that such opt out is irrevocable.
- iv. The plan administrator will advise each school board of the per member premium cost on an annual basis.
- v. Any annual plan deficit shall be captured in the premiums charged to school boards and retirees in the subsequent benefit year.
- vi. Any terminal deficit is the responsibility of all school boards who had members in the plan, based on a formula that includes the school board's time in the plan and retiree enrolment.
- vii. School boards maintain any liability resulting from any issues arising as a result of members being transferred to the ELHT benefits plan for retirees. For clarity, once the transition is completed, the school board is not liable for any subsequent

decisions by the Trust.

- viii. Any school board wanting to move its retirees into a plan administered by the ELHT shall sign a participation agreement.

The Parties and the Crown shall meet within 30 days of ratification of central terms to discuss the amendment to the trust as described above and timelines for the transition.

If by May 30, 2020 the Parties and the Crown are unable to resolve all disputes concerning the amendment to the Trust Agreement and the standard form participation agreement, the Parties and the Crown (as participant) agree to refer the matter to arbitration with a mutually agreed upon arbitrator. The arbitrator shall determine any outstanding disputes based on the terms of this Memorandum of Understanding. The Parties agree that any arbitration on outstanding disputes shall be scheduled expeditiously.

2. Structural Review

The Parties and the Crown also agree to amend the OECTA ELHT Agreement as follows:

- Under section 11.3, the requirement for the OECTA ELHT to complete the Request for Proposal of the Administrative Agent by August 31, 2021 shall now be completed by June 30, 2024.
- A new requirement for the OECTA ELHT to complete a structural review of the ELHT plan administrator by June 30, 2021 and shall provide a report of the review to the Parties and the Crown.

The details on the process of the review and the content of the report shall be discussed between OECTA, OCSTA and the Crown.

3. Board Benefits Surplus

The Parties and the Crown agree that the benefit surplus amounts to be distributed to the OECTA ELHT shall be resolved via the CDR process. The Parties agree to cooperate in having the matter heard expeditiously.

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: OECTA's Court Challenge

It is understood and agreed that the increases identified in Article 2 are agreed to without prejudice to OECTA's right to continue its application in Court File No. CV-20-006360890000 challenging the constitutionality of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* SO 2019, c 12. It is further understood and agreed that OECTA will not amend its application in Court File No. CV-20-006360890000 to seek a declaration that Ontario Regulation 132/12 – Class Size (as amended by Ontario Regulation 287/19) or Ontario Regulation 277/19 – Grants for Student Needs – Legislative Grants for the 2019-2020 School Board Fiscal Year are unconstitutional.

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

RE: The Support for Students Fund

OECTA and OCSTA agree that subject to school boards receiving funding consistent with the Supports for Students Fund in the 2020-2021 and 2021-2022 school years the following shall apply for the 2020-2021 and 2021-2022 school years:

The "Support for Students Fund" shall be allocated to English-language Roman Catholic school boards to create additional teacher positions to provide school boards with more flexibility to address special education, unique learning needs as well as mental health initiatives and STEM programming, in accordance with the FTE allocations identified in Appendix III. The positions created shall not include coordinators, consultants, or student success teachers. The Joint Staffing Committee (JSC) shall meet to discuss the resulting allocation of these positions.

Consistent with Article 11.8 of Part A, the Joint Staffing Committee (JSC) will be provided with information relevant to 2019-2020 and 2020-2021 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.

The JSC shall meet to discuss the resulting allocation of additional positions, based on student needs, arising from the system investment for the 2020-2021 and 2021-2022 school years. The number of positions will be based on Appendix III. Appendix III shall be made available to boards to be shared with JSCs.

This 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.

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 staffing/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 2020-2021 and 2021-2022 school years, 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 with a target date of October 31, 2020 and October 31, 2021 subject to the completion of the local ratification.

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

RE: Domestic and Sexual Violence

The Parties agree that subsequent to the ratification of central terms, a meeting, or series of meetings if required, will be scheduled between representatives of OCSTA and OECTA to discuss the creation of an information pamphlet to be shared with school boards. The pamphlet will address recognizing indicators of domestic violence and the existence of the Employment Standards Act leave provision in respect of Domestic and Sexual Violence. The pamphlet shall be made available to all teachers in the bargaining unit(s) on an annual basis.

LETTER OF AGREEMENT #17

BETWEEN

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

AND

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

RE: No Reprisals

OCSTA and OECTA agree that:

There shall be no reprisals for any member participating in OECTA's 2020 strike. No teacher shall suffer discrimination, harassment, or any form of reprisal by the employer brought about as a result of action taken during OECTA's 2020 strike.

- A strike day shall not be construed as an interruption of either the calculation of consecutive days for the purposes of determining whether an occasional teaching assignment is a long term occasional assignment, or the interruption of a long term occasional assignment.
- Teachers in receipt of extended sick leave or STLDP pay prior to the commencement of a strike day and who remained unfit to work during such strike, shall receive sick leave or STLDP pay, consistent with the eligibility requirements of Part A, Article 3 or 4 including medical confirmation where appropriate.
- Where a teacher had scheduled and been approved for a paid leave of absence in advance of strike day notice being provided, the teacher will be provided with payment for the paid leave and the leave shall be recorded as having been taken.

Where the above actions resolve any outstanding matters raised by grievances, those grievances shall be withdrawn. OCSTA shall bring to the attention of OECTA any grievance that remains active for which it believes the matter has been resolved.

LETTER OF AGREEMENT #18

BETWEEN

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

AND

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

AND

The Crown

RE: Class Size Local Language

Average Secondary Class Size

The Parties agree that local agreement class size provisions are to be amended to be consistent with the prevailing regulations, including achieving the allowable class sizes in the Regulation. For clarity, if in the future the prevailing regulations provide for a class size average that is lower than the class size averages to be recommended in this Memorandum of Understanding, the local provisions shall be amended to reflect the lower class size average.

E-Learning

The Parties agree that all local collective agreement E-Learning class size provisions are to be amended to be consistent with the prevailing regulations, including achieving the allowable class sizes in regulations made under section 170.1 of the *Education Act*, or other legislated requirements. For clarity, if in the future the prevailing regulations provide for a class size average that is lower than the class size averages for E-Learning to be recommended in this Memorandum of Understanding, the local provisions shall be amended to reflect the lower class size average.

Appendix A

OECTA Membership Fee Remittance File Requirements

File Description

File Type: Pipe Delimited ASCII Text File
 Field Delimeter: Pipe
 Field Names: In First Row
 Records per Row: 1

Data File - Field Specifications

Field Name	Data Type	Data Format	Data Values (if applicable)	Data Value Description (if applicable)
MemLastName	Text			(Full Last Name)
MemFirstName	Text			(Full First Name)
MemAddr1	Text			(Mailing Address)
MemAddr2	Text			(Mailing Address)
MemCity	Text			(Mailing Address)
MemProv	Text			(Mailing Address)
MemPostal	Text	A9A9A9		(Mailing Address)
MemStartDate	Date	mm/dd/yyyy		(Permanent Member Start Date)
MemTermDate	Date	mm/dd/yyyy		(Permanent Member Termination Date)
MemSIN	Numeric	999999999		(Social Insurance Number)
MEN	Numeric	999999999		(Ministry Educator Number, OnSIS)
Board	Numeric	999999		(Ministry Board ID)
ActSal	Numeric	999999.99		(Annual Actual Salary)
GridSal	Numeric	999999.99		(Annual Grid Salary)
FeeFixAmt	Numeric	9999.99		(Fixed Dollar Portion)
FeeVarAmt	Numeric	9999.99		(% Based Portion)
Permanent FTE	Numeric	1.00		(Percentage Teaching Time)

				1=100%, .5=50%, etc.)
LTO FTE	Numeric	1.00		(Percentage Teaching Time 1=100%, .5=50%, etc.)
PayPeriod	Numeric	99		(Pay Period 01, 02, etc)
MemType	Text	AA	PM	Permanent (If Permanent FTE>0)
			OT	Occasional
			CT	Continuing Education
			UT	Unqualified Teacher
MemStatus	Text	AA	AC	Active
			TE	Terminated
			RT	Retired
MemLeaveStatus	Text	AA	DS	Deferred Salary
			UL	Unpaid Leave
			PL	Paid Leave
			DL	Disability Leave (LTD)
			WS	WSIB
			PP	Pregnancy/Parental Leave
MemPanel	Text	A	E	Elementary
			S	Secondary
			O	Occasional
CurrSal	Numeric	99999.99		(Current Actual Salary)
CurrGrid	Numeric	99999.99		(Current Grid Salary)
OCT	Numeric	123456		(Ontario College of Teachers' registration number)
BoardEmail	Text	example@cdsb.com		Board Email Address

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)

- ☐ Absent from Work

(first date of absence)

☐ 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)

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

Part 5 below is to be completed.

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

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

Date of Assessment: _____
(dd/mm/yyyy)

Level of Functioning (Please circle which level applies for each task)	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: _____ <div style="text-align: center;">(dd/mm/yyyy)</div>			
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): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Left <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other </div> <div style="width: 45%;"> Right <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> </div>
<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: _____ <div style="text-align: center;">(dd/mm/yyyy)</div>	
Next appointment date to review Limitations and/or Restrictions: _____ <div style="text-align: center;">(dd/mm/yyyy)</div>			

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

PART 5 – Health Care Practitioner Information

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

PART B: LOCAL TERMS

COLLECTIVE AGREEMENT

BETWEEN

THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD

AND

THE ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION

Sudbury Elementary Unit

September 1, 2019 to August 31, 2022

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Part B: LOCAL TERMS

PREAMBLE

The Sudbury Catholic District School Board and the OECTA Elementary Teachers' Bargaining Unit are committed to achieving excellence, ensuring equity, promoting well-being of all staff and students, and enhancing public confidence in publicly funded Catholic education.

WHEREAS it is the common goal of the Board and the Elementary Teachers' Local Bargaining Unit to provide the best possible Catholic education to the Catholic children of this community:

AND WHEREAS to achieve that common goal it is essential that the Board and the Elementary Teachers' Local Bargaining Unit maintain the harmonious relationship which exists between them; and that the Board reserve unto itself all management rights which shall be exercised in a manner consistent with this agreement and subject to the provisions of the Ontario Labour Relations Act and Regulations: the Employment Standards Act and Regulations: the Constitution Act, 1867 and in particular S.93 thereof; the Education Act, and Regulations of the Ministry of Education and Training and the acts and regulations of the Province of Ontario.

THEREFORE, it is the desire of the Board and the Elementary 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 1 - RECOGNITION

- 1.01 Pursuant to the Education Act and the Regulations of the Ministry of Education and Training, the Sudbury Catholic District School Board (hereinafter called the Board) recognizes the Ontario English Catholic Teachers' Association (hereinafter called the Association) as the regular, sole and exclusive negotiating agent for all members of the Elementary Teachers' Local Bargaining Unit.
- 1.02 The terms of this agreement shall apply to all members of the Elementary Teachers' Local Bargaining Unit of OECTA.

ARTICLE 2 - DURATION

- 2.01 The term of this collective agreement, including central and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

ARTICLE 3 - PLACEMENT

3.01 - Evaluation of Qualifications

- (1) Effective September 1st, 2001, 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.

3.02 - Implementation

- (1) When a change in qualifications is made by the Ontario College of Teachers to a Teacher's Certificate of Qualifications or when a Teacher obtains a new QECO evaluation, the Teacher shall submit to the Board the original revised documents in accordance with clause 3.01 above as the case may be:
 - a) "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 the Board receives the Teacher's original Certificate of Qualifications and revised QECO evaluation on or prior to March 1st of the following calendar year."
 - b) "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 the Board receives the Teacher's original Certificate of Qualifications and revised QECO evaluation on or prior to May 1st of the same calendar year."
 - c) No request for a salary adjustment will be accepted after the last day in February.
 - d) The Board will confirm electronically the receipt of a teacher's Certificate of Qualifications and revised QECO evaluation certificate.
 - e) For the purpose of this clause, documents must be received by the Board or postmarked no later than the date specified in paragraphs (a) and (b) above.

3.03 - Experience

- (1) Experience shall mean, the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teacher's 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 and shall be recognized in full to the nearest month as of September 1st of each year.

- (2) Experience shall accumulate during all leaves for which salary is maintained and for the statutory duration of Family Medical leave, Critical Illness leave, pregnancy leave and/or parental/adoption leave as defined in the Employment Standards Act of Ontario; it will be suspended during all other leaves.
- (3)
 - a) A teacher with no previous experience will be considered to be on probation until that teacher has completed two (2) full years of employment with the Board.
 - b) A teacher with previous teaching experience will be considered to be on probation until the teacher has completed one (1) full year of employment with the Board.
 - c) Seniority will accumulate in accordance with the provisions of Article 4.01.

ARTICLE 4 - SENIORITY LISTS

4.01 - Seniority Defined

- (1) Starting September 1, 1998, seniority shall, for the purpose of this agreement in establishing priority among members of the Elementary Teachers' Local Bargaining Unit who are employed by the Board, mean continuous employment with the Board since the most recent date of employment as set out in the Seniority list dated April 15, 1998.
- (2) For the purpose of this article "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
- (3) A Teacher teaching in the elementary panel shall have no seniority rights in the elementary panel where the Teacher is not a member of the Elementary Teachers' Local Bargaining Unit of OECTA. The position occupied by this person shall be posted at the appropriate time.

4.02 - Seniority List Established

- (1) Each member of the Elementary Teachers' Local Bargaining Unit employed by the Board shall be placed on a seniority list established for the Elementary Teachers' Local Bargaining Unit.
- (2) The Seniority List shall be established by the Board in consultation with the Elementary Teachers' Local Bargaining Unit.

- (3) The Seniority List shall be continuously updated with a copy thereof provided to the Elementary Teachers' Local Bargaining Unit on September 30th and on March 31st. Any significant changes to the list will be communicated to the OECTA President as they occur.
- (4) Part-time Teachers shall not be pro-rated.

4.03 - Criteria for the Establishment of the Seniority List

- (1) Seniority shall be established within FDK to Grade 8 as follows:
 - a) the seniority list shall consist of the names of Teachers in decreasing order of years of continuous employment.
 - b) where 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 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 highest 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 5 - SALARY SCALES AND SCHEDULE OF ALLOWANCES

Salary scales and schedule allowances shall be in accordance with Part A, Central Terms, Article 2 of the Collective Agreement and as follows:

The annual salary of each Teacher shall be determined according to the following salary scale 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 Scale and Schedule of Responsibility Allowances

See Schedule "A"

5.02 - Method of Payment of Salaries

- (1) Teachers' annual salary will be disbursed in equal bi-weekly installments from September to August.
- (2) Method of Payment of Salaries to Teachers not Teaching a Full School Year

"A Teacher will be entitled to be paid his/her salary in the proportion that the total number of school days for which he/she performs his/her duties in the school year bears to the total number of school days in the school year."

(Ref. Education Act, R.S.O. 1990, c.E.2 - Section 260 (1) and amendments thereof)

5.03 - Schedule of Responsibility Allowances

Shall be in accordance with Part A, Central Terms, Article 2 of the Collective Agreement and as follows:

- (1) Coordinators/Consultants:

The appointment of teachers to positions of Coordinator/Consultants is done at the discretion of the Board and in accordance with the Education Act and Regulations.

Effective September 1, <u>2019</u> :	<u>6003.47</u>
Effective September 1, <u>2020</u> :	<u>6063.51</u>
Effective September 1, <u>2021</u> :	<u>6124.14</u>

- (2) Special Education Teachers in special education classes and Speech Correctionist Teachers:

<u>Per level of Special Education Qualification:</u>	<u>None</u>	<u>Part 1</u>	<u>Part 2</u>	<u>Specialist</u>
Effective Sept 1, 2019	\$641.83	\$1283.64	\$1925.46	\$2567.29
Effective Sept 1, 2020	\$648.25	\$1296.48	\$1944.72	\$2592.96
Effective Sept 1, 2021	\$654.74	\$1309.44	\$1964.17	\$2618.89

- (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:

1 to 6 Classrooms:

Effective September 1, <u>2019</u>	<u>\$49.10</u> per day
Effective September 1, <u>2020</u>	<u>\$49.59</u> per day
Effective September 1, <u>2021</u>	<u>\$50.08</u> per day

6.5 to 11.5 Classrooms:

Effective September 1, <u>2019</u>	<u>\$81.38</u> per day
Effective September 1, <u>2020</u>	<u>\$82.19</u> per day
Effective September 1, <u>2021</u>	<u>\$83.01</u> per day

Where the Principal specifically assigns these duties for a partial day, this payment shall be pro-rated.

- 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 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 student supervision 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.
- (4) New Position:
Although the Board has the sole right to create or to designate a new position that requires a qualified Teacher who comes within the scope of this agreement, it is agreed that the salary and additional allowance for such a position shall be arrived at through negotiation with the Elementary Teachers' Local Bargaining Unit.
- (5) The Parties agree that job assignments for Home Instruction shall be allocated according to the APG developed in consultation with OECTA Sudbury Elementary Local in 2008 and that any future revisions to this APG will be developed in consultation with the OECTA Sudbury Elementary Local.

5.04 - Transportation Allowance - Shall be in accordance with Part A, Central terms, Article 2 and as follows:

- (1) Where the Board requests teachers to attend in-service meetings, the Board shall reimburse them at the greater of the rate of 37.0 cents per kilometre or as specified in Board Administrative Procedure and Guideline (APG) for each kilometre travelled from the starting school for the day to the location of the in-service meeting and back to the starting school of the day if necessary to return to the starting school.
- (2) Coordinators shall be reimbursed at the greater of the rate of 37.0 cents per kilometre or as specified in Board APG for kilometres travelled during the school day in carrying out their responsibilities.
- (3) When other teachers are required by the Board to travel during the school day, they shall be paid the greater rate of 37.0 cents per kilometre or as specified in Board APG #CS25 for all kilometres travelled between the work location they start at in the morning and the work location at which they finish at the end of the school day.

5.05 - Supervision Allowance - Shall be in accordance with Part A, Central terms, Article 2 and as follows:

Teachers who accept to supervise pupils who have been transported to school prior to one half hour before classes begin and/or leave later than fifteen minutes after dismissal shall be remunerated at the hourly rate of effective:

September 1, <u>2019</u>	<u>\$72.04</u>
September 1, <u>2020</u>	<u>\$72.76</u>

September 1, 2021 \$73.49

5.06 - Conference Allowance - Shall be in accordance with Part A, Central terms, Article 2 and as follows:

- (1) Where the Board requests teachers to attend special workshops, meetings or conferences 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 upon submission of receipts up to:
 - 176.75 per day – effective Sept 1, 2019
 - 178.52 per day – effective Sept 1, 2020
 - 180.31 per day – effective Sept 1, 2021
 - d) per diem of (receipts not required)
 - 60.60 – effective Sept 1, 2019
 - 61.21 – effective Sept 1, 2020
 - 61.82 – effective Sept 1, 2021
- (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 expense at the discretion of the Director of Education or designate.

ARTICLE 6 – BENEFITS Shall be in accordance with Part A, Central terms and as follows:

6.01 - Extended Health Care Plan

Shall be in accordance with Part A, Central Terms, Article 7, Letter of Agreement #5 and Letter of Agreement #13 of this Collective Agreement.

6.02 - Dental Plan

Shall be in accordance with Part A, Central Terms, Article 7, Letter of Agreement #5 and Letter of Agreement #13 of this Collective Agreement.

6.03 - Group Term Life Insurance Plan

Shall be in accordance with Part A, Central Terms, Article 7 Letter of Agreement #5 and Letter of Agreement #13 of this Collective Agreement.

6.04 - Long Term Disability Plan

Shall be in accordance with Part A, Central Terms, Article 3.8 of this Collective Agreement and as follows:

- a. The Board shall administer a Long Term Disability Insurance Plan selected by OECTA only through the collection and transfer of premiums to the insurance company and the completion of the employer's statement on the disability claim form submitted by Teachers. Participation in this plan shall be mandatory, except for those teachers who had previously qualified for exemption prior to September 1, 2003.
- b. To facilitate the early identification processing of LTD claims, the Board agrees to notify the Association President in accordance with Part A, Central Terms, Article 3.7.2 of this Collective Agreement.

6.05 - Workplace Safety Insurance

Shall be in accordance with Part A, Central Terms, Articles 3 and 13 of this Collective Agreement and as follows:

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

6.06 - Sick Leave/Short Term Leave and Disability Plan (STLDP)

Shall be in accordance with Part A, Central Terms, Articles 3 and 14 of this Collective Agreement and as follows:

Sick Leave means the period of time a Teacher is absent from work by virtue of his/her personal illness or injury. Medical appointments that could not be reasonably scheduled outside of work hours are eligible for Sick Leave/STLDP.

- (1) The Director of Education or his/her designate shall administer the sick leave/STLDP.
- (2) The Director of Education or designate shall keep a record of the number of sick days, STLDP days and top up days and the deduction therefrom.
- (3) Calculations resulting in fractions of less than one-half day throughout this plan shall be adjusted upwards to the nearest half-day.

- (4) 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. A Teacher shall furnish a doctor's certificate to support his/her claim in accordance with Part A, Central Terms, Article 3.7 of this Collective Agreement. 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 3.7.4 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) A teacher with a pregnancy related illness may use sick leave/STLDP days. A teacher with pregnancy related illness following delivery may use sick leave/STLDP days.

6.07 - Teachers on Pregnancy, Adoption or Parental Leave

Shall be in accordance with Part A, Central Terms, Article 7 of the Collective Agreement and as follows:

The Board shall maintain its share of the premiums for all benefits for teachers who are on Statutory Leave of Absence due to Family Medical, Critical Illness, Pregnancy, Adoption or Parental Leave.

6.08 - Teachers on Leaves of Absence Without Salary

Shall be in accordance with Part A, Central Terms, Article 7 of the Collective Agreement and as follows:

The life, health and dental benefits and payment of premiums for teachers on leaves of absence without salary (excluding pregnancy/parental leave, Family Medical leave and Critical Illness leave) shall be determined by and be subject to the terms of the OECTA Employee Life & Health Trust (ELHT).

Teachers on leaves of absence without salary (excluding pregnancy/parental leave, Family Medical leave and Critical Illness leave) shall be permitted to remain in the LTD group plan as outlined in the contract but with the provision that the teacher will be responsible for 100% of the cost of the premiums.

6.09 - Retiree Benefits

Shall be in accordance with Part A, Central Terms, Article 7, Letter of Agreement #5, and Letter of Agreement #13 of this Collective Agreement and as follows, until retirees move to the Employee Life and Health Trust, and subject to the terms of the ELHT:

For teachers who retired on or before August 31, 2013 and who have 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.

- (1) 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.

The provisions of this article apply only to a person who has applied and qualified for a Service Pension or Disability Pension from the Teacher Pension Plan Board.

- (2)
 - (i) Teachers who retired from teaching with the Board on or before August 31, 2013 may continue to have access to the group coverage plans under articles 6.01, 6.02, and 6.03 notwithstanding 6.09 (1) . 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.
 - (ii) 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.

6.10- Survivor Benefits

Shall be in accordance with Part A, Central Terms of this Collective Agreement and as follows:

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 insurance 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 withdrawals authorized by (voided) cheque.

6.11 Sick Leave Credit Gratuity

Shall be in accordance with Part A, Central Terms, Letter of Agreement #1 of this Collective Agreement and as follows:

- a) Saving any rights which the Teacher may have acquired prior to this date, and by virtue of Section 180 (10) of the Education Act, R.S.O. 1990, c.E.2, and amendments thereof after ten (10) years of service with the Board, the Teacher who is retired from the Board on a pension from the Pension Board because of:

i) age or

ii) inability through illness of efficiently discharging his/her duties will be entitled to a sick leave gratuity as follows:

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

11 years' service, 12% X 1/200 of annual salary
 12 years' service, 14% X 1/200 of annual salary
 13 years' service, 16% X 1/200 of annual salary
 14 years' service, 18% X 1/200 of annual salary
 15 years' service, 20% X 1/200 of annual salary
 16 years' service, 22% X 1/200 of annual salary
 17 years' service, 24% X 1/200 of annual salary
 18 years' service, 26% X 1/200 of annual salary
 19 years' service, 28% X 1/200 of annual salary
 20 years' service, 30% X 1/200 of annual salary
 21 years' service, 32% X 1/200 of annual salary
 22 years' service, 34% X 1/200 of annual salary
 23 years' service, 36% X 1/200 of annual salary
 24 years' service, 38% X 1/200 of annual salary
 25 years' service, 40% X 1/200 of annual salary
 26 years' service, 42% X 1/200 of annual salary
 27 years' service, 44% X 1/200 of annual salary
 28 years' service, 46% X 1/200 of annual salary
 29 years' service, 48% X 1/200 of annual salary
 30 years' service, 50% X 1/200 of annual salary

- b) 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.
- c) All benefits provided under sub-paragraph (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, Human Resources or designate of written confirmation of the granting of a pension by the Teacher's Pension Board.

- d) 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 percentage (%) provided for in paragraph (a) (ii) above.

ARTICLE 7 - STAFFING

7.01 - Just Cause

- (1) No Teacher employed by the Board will be disciplined, dismissed or have his/her contract terminated or be demoted except for just cause. A Teacher who claims unjust dismissal, termination of contract or demotion shall have the right to proceed through the grievance procedure upon waiving his/her right, in writing, to a Board of Reference under the Education Act, R.S.O. 1990, c.E.2.
- (2) It is recognized by the parties that a lesser just cause standard for probationary Teachers than that required in the case of permanent Teachers applies, as dictated by existing arbitral standards.

7.02 - Resource Allocation

- (1) Each school shall have one-fifth of a full-time resource teacher as a basic requirement.
- (2) In addition to Article 7.02 (1) above, each school shall be assigned additional resource teacher time after the needs assessment has been conducted for that school.
- (3) The needs assessment for the school shall take place by June 15 in consultation with the Principal, Student Services Department and the Superintendent responsible for the school and reviewed for the purpose of staffing adjustments on or before the 5th teaching day of October of the following year.

Note: A needs assessment is defined as the students who are identified, the specific remediation and resource time that is needed, the students who are potential candidates for testing and are receiving remediation as well as those students identified as "at risk" without some intervention in their educational program being provided.

7.03 - Appointment of Teachers to Positions of Responsibility

- (1) All positions of responsibility shall be posted at all work sites for a period of three (3) working days.
- (2) The appointment of teachers to positions is done at the discretion of the Board and in accordance with the Education Act as amended.
- (3) All qualifications being equal, preference shall be given to applicants presently in the employ of the Board.
- (4) All appointments to positions of responsibility shall be for a period not exceeding three (3) years.

- (5) Should a teacher in a position of responsibility resign prior to the end of three (3) consecutive years, or not reapply or not be reappointed at the end of three (3) consecutive years, said teacher shall return to the school from which he/she came from and be staffed in accordance with Article 8.

Should a teacher in a position of responsibility resign, not reapply or not be reappointed after the completion of more than three (3) consecutive years, the teacher shall no longer have the right to return to and be staffed at the school from which he/she came. Said teacher shall apply to postings during the spring staffing process. If they do not have a position once spring staffing is completed, they shall be placed in accordance with Article 8, Step 6.

7.04 System Itinerant Positions

- (1) All system itinerant positions will follow the staffing process as outlined in Article 8.
- (2) Teachers returning from a system itinerant position shall return to the same school as assigned prior to the commencement of the itinerant position.
- (3) Should a teacher accept a system itinerant position for more than 3 consecutive years, that teacher shall no longer have the right to return to and be staffed at the school from which he/she came. Such teacher shall apply to postings in the spring staffing process. If they do not have a position once spring staffing is completed, they shall be placed in accordance with Article 8, Step 6.

7.05 Teaching Positions

The Board will make available to all teachers, teaching positions which become available during the school year (September 1-June 30) through the following process:

- (1) Any permanent teaching positions becoming available during the school year will be posted for a period of three (3) days and will be open to all teachers of the elementary panel.
- (2) i) Any teaching positions resulting from the placement to the original position in paragraph 1 above will be posted for a period of three (3) days.
- ii) The position will be posted simultaneously and separately to both full-time and part-time teachers from the Elementary panel.
- iii) The full-time teacher assigned to the position posted in 2 i) above shall remain in his/her current assignment for the remainder of the current school year. He/she shall be

assigned on paper to the posted position and shall be staffed at the school of the posted position during the Spring Staffing Process for the subsequent school year.

- iv) The successful part-time teacher applicant shall be placed in the position posted in 2 i) above as Available for Transfer (AFT). In the spring, he/she shall be declared Surplus B and shall be staffed in accordance with the Staffing Procedure outlined in Article 8.
- (3) Any part-time vacancy resulting from placement to the position in paragraph 2 iv) above will be posted in accordance with Part A, Central Terms Article 17 of this Collective Agreement and Regulation 274. The teacher hired to the position shall be an AFT permanent hire and shall be declared Surplus A in the subsequent spring staffing process. The teacher will be staffed in accordance with the Staffing Procedure outlined in Article 8.
- (4) Appointments to posted positions under Article 7.05 (1) and 7.05 (2) will be made according to skill, professional training and qualifications. Where the skills, professional training and qualifications are satisfactory, seniority will prevail.
- (5) Part-time teachers shall have precedence over teachers on the recall list for positions available for the following school year.

7.06 - Supervision

- (1) All Teachers shall be relieved of supervision of pupils during their lunch break.
- (2) A Teacher shall remain on call in the school during the lunch break.
- (3) Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision / on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and / or yard duty shall constitute supervision.
- (4) The maxima of supervision minutes for elementary teachers will be 80 minutes per week.
- (5) The introduction of the maxima described above shall not increase Collective Agreement provisions or current practice during the 2007-2008 school year, where such provisions may be more favorable.

7.07 - Travel Time

- (1) Travel time immediately prior to, or following a Teacher's forty consecutive minute lunch period, which is required in order to perform his/her Teaching assignments will not count as part of the teaching time of the Teacher.

- (2) When a Teacher is required to travel, such travel time shall be counted as part of the teaching time of the Teacher, but it shall not be considered prep time.
- (3) It is understood that distance travelled will be compensated in accordance with Article 5.04 of the Collective Agreement.

7.08 - Teacher Workload and Non-Teaching Time

- (1) A full-time teaching position is 1,500 minutes per week.
- (2) Preparation time shall be scheduled in no less than twenty (20) minute blocks.
- (3) As of August 31, 2012, all teachers shall have 16% of their time scheduled as preparation time (240 minutes per week for a full-time position).
- (4) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Joint Board Staffing Committee.
- (5) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-2009 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.
- (6) The Parties agree on the importance of timely, relevant, comprehensive and meaningful assessment and evaluation of Students' learning.

Effective September, 2010, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards: one prior to the first reporting period and one prior to the second reporting period.
- (7) Preparation time is to be pro-rated for teachers who are not teaching full-time.
- (8) This article does not apply to Coordinators/Consultants.
- (9) The Board shall make every reasonable effort to ensure that no teacher shall have to supervise/teach students from another teacher's class when a teacher is absent.
- (10) Whenever a classroom/preparation time teacher is absent, the teacher shall be replaced as follows:

- a) With a Certified, qualified teacher from the Sudbury OTLBU in accordance with the established SEMS callout procedure;
- b) When a teacher is not available from the OTLBU, as determined following the SEMS callout procedure, then a person from the Emergency Backup List established as per the Education Act, shall be called out.
- c) Teachers will be asked to supervise/teach students from another teacher's class only in emergency situations, that is where there are no other personnel reasonably available for supervision.

7.09 - Professional Development

- (1) The Board conducts a professional development program and the Board and the Local Bargaining Unit are committed to its success.
- (2) The Board will provide enhanced programs such as library, music, guidance and/or other designated subjects for an average of forty (40) minutes per week. These programs will be provided by qualified teachers. Classroom teachers are not required to be present during the delivery of such programs.
- (3) During such programs, classroom teachers will be involved in self-directed classroom-related activities such as evaluation, program development, personal professional development, or accessing resources.
- (4) The Board and OECTA Elementary Bargaining Unit recognize that the nature of individual schools and the type of teaching assignments require variations in the implementation of preparation time and professional development. During the system staffing and school based timetabling process, should variations be considered necessary and an advantage to students and staff, consultation shall occur between the union representatives and the Superintendent of Education or designate. (e.g. Lifeskills, Resources, Core French Teacher)

7.10 Joint Professional Development Committee

The Board and the Association are committed to the continuous development of a Catholic Professional Learning Community in each of the schools of the Board and system-wide, and to that end 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 Association agree that professional learning is job embedded, and informed by research, done in partnership with colleagues and is to be informed by the Teachers' Annual Learning Plans. Therefore:

- (1) A Joint Professional Development Committee (the “PD Committee”) shall be established within ninety (90) days of ratification of this collective agreement.
- (2) The PD Committee shall consist of three (3) representatives of the Board and three (3) representatives appointed by the Association.
- (3) The PD Committee will 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.
- (4) Promote best practices in the implementation of professional learning, which shall be embedded in the instructional day.
- (5) The PD Committee will oversee that professional activities for teachers during Professional Activity Days are consistent with the learning goals identified in the Teachers’ Annual Learning Plans.
- (6) The PD Committee will provide advice and assistance to Board staff who are assigned responsibility for providing professional development to teachers and planning for such activities.

The parties shall meet at least three (3) times per year. Once the PD Committee has been established, the first meeting shall take place prior to September 30th.

ARTICLE 8 – STAFFING PROCEDURE

All calendar dates indicated in Articles 8 and 9 may be changed by mutual agreement between the Unit President and the Director of Education (or designate). The Board agrees to email signed copies of such agreements to all teachers in the bargaining unit.

Joint Staffing Committee (JSC)

Shall be in accordance with Part A, Central Terms, Article 11 of this Collective Agreement and as follows:

- a. The Parties agree that staffing needs are to be addressed in a Joint Board Staffing Committee (JBSC), composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Sudbury OECTA Elementary 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 Committee is established, it shall be convened not later than September 30th in each school year. 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 this Committee shall include, but not be limited to:

- i. To monitor the existing staffing model and staff allocation and develop a staffing consultation process.
- ii. Review the elementary school staffing data and make recommendations to the Director of Education/designate on the deployment of teachers to individual schools from the staff allocated to the system.
- iii. Address other staffing and workload issues.
- iv. The JBSC shall meet during the regular instructional day. The local Bargaining Unit shall reimburse the Board the current Occasional Teacher's daily rate per diem per Teacher if an Occasional Teacher is called in.
- d. The Board shall provide all relevant reports and data related to staffing and workload in a timely manner
- e. In the event that the Committee is unable to agree on a matter within its mandate, or reach a decision on a timely basis, the provisions of the Collective Agreement otherwise apply.

STEP 1

- a) By April 15th of each year, the required staff will be calculated in accordance with Article 10.00.
- b) The number of Teachers in excess of the required complement will be surplus to the system. These Teachers will be identified as those with the least seniority and placed in surplus Pool 'A' and so identified.
- c) Teachers hired to the Elementary Bargaining Unit during the year to fill any vacancies, in accordance with Article 7.05 will be declared Surplus Pool A and will not be used in the calculation of required staff referred to in Article 8, Step 1 a), above.
- d) Part-time teachers shall have precedence over teachers on the recall list for positions available for the following school year, including increases in contract time.

STEP 2

- a) Superintendents and Principals will then proceed to organize schools without considering Teachers in Surplus Pool "A". The Principal shall assign classes and subjects to Teachers in accordance with the *Education Act* and Regulations. It is understood that the Principal of a school will be permitted flexibility in staffing assignments with a view to providing for the contract time of all Teachers currently placed in his/her school. The school will be organized in such a manner so as to utilize as much of the contract time of each Teacher as possible within the current school. Any surplus contract time will become time that is available for placement in another setting, subject to normal qualification and seniority requirements. It is

understood that it may be necessary to adjust the amount of time available for placement in order to accommodate travel and assignment requirements in another setting. The parties agree that, subject to the staffing process, teachers returning from the Pregnancy/Parental/Adoption/Family Medical Leave shall be entitled to the same consideration as it relates to staffing as teachers who are not on leave.

- b)
 - i) As a result of Step 2(a), Teachers declared surplus at a school will be placed in Surplus Pool "B".
 - ii) A Teacher added to Surplus Pool "B" shall be a Teacher for whom no position will be available in the present school in the upcoming year.
 - iii) Teachers in Surplus Pool "B" shall be available for transfer (A.F.T.).
 - iv) Seniority with the Board shall be the determining factor where, in declaring a Teacher surplus to a school, skill, professional training and qualifications are deemed to be satisfactory.
- c) Before letters are issued declaring teachers surplus, the Director of Education or designate and an Area Superintendent will review with the President of the Local Bargaining Unit and one other member of the executive, the administration of Article 8.01 Step 1 and Step 2.
- d) All Teachers not declared surplus shall receive, prior to April 25, a letter indicating their assignment for the next school year.
- e) Between May 24th and October 15th 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 teaching position subject to seniority and satisfactory qualifications.
- f) Step 2 (e) above, shall not apply to teachers who are assigned in accordance with Article 7.05 (2) and declared AFT.

STEP 3

By April 25, all vacant positions at the elementary level will be posted on the Board's website and emailed to all Elementary teachers. Prior to STEP 5, the Unit President shall receive in confidence, a copy of the applications from OECTA Elementary members to postings for positions within the Elementary panel.

STEP 4

The 5th working day after April 25, is the last day for receiving applications for posted positions.

STEP 5

Beginning the 6th working day after April 25th and prior to May 15th, Superintendents or designates will place staff considering the following simultaneously:

- Teachers in Surplus "B"
- Teachers who responded to the posting.

STEP 6

A Teacher who is AFT for which no position is available by May 15th will hold priority over the least senior teacher subject to the following:

- a) the Teacher AFT holds the qualification for placement;
- b) if the Teacher AFT does not hold the qualification for placement then the next least senior teacher will be surplus under the same criterion as in a) above; this process being repeated until the teacher AFT can be placed of until the teacher AFT is least senior for placement because of qualifications;
- c) the least senior teacher will be placed in Surplus Pool "A" according to seniority.

STEP 7

When all teachers in Surplus Pool B have been placed either in positions for which they are qualified or in Surplus Pool "A", the teachers from Surplus Pool A will become eligible for placement insofar as positions are available and teachers hold the required qualifications.

STEP 8

Teachers not placed by May 24th will be declared redundant according to seniority.

STEP 9

- (1) Any Teacher whose employment is terminated in accordance with any provision of this article shall be notified in writing prior to May 31 that he/she is laid off solely because of redundancy.
- (2)
 - a) Teachers who are laid off under the provisions of this article will be placed on a recall list in the reverse order in which they were terminated.
 - b) Such list shall be provided to the President of the Elementary Teachers' Local Bargaining Unit, or designate within 5 working days after May 31st.
 - c) There will be no external advertising for any position, unless all qualified teachers on the recall list have been offered the positions.

- d) Teachers on the recall list will be rehired provided that they have the required qualifications to fill the position or will become qualified prior to the commencement of the teaching position.
 - e) All teaching positions which are available at the time the Teacher is reached on the recall list will be offered by verbal contact on the condition that they provide the Superintendent of Education or designate 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.
 - f) Teaching positions that become available during the summer (July-August) will be posted at the Board Office each Friday with an effective date of September 1. They shall also be posted by phone extension and/or by the Board's website.
 - g) Teachers on the recall list and any other Teacher currently in the employ of the Board may apply for these posted positions.
 - h) There will be no external advertising for any position unless there is no qualified Teacher available on the recall list or no Teacher(s) currently in the employ of the Board has applied within 5 days of the posting.
- (3) Any Teacher on the recall list who refuses to accept one of the available full-time positions under the above excluding a full-time position offered in Killarney forfeits all rights to seniority and recall.
 - (4) Any Teacher reinstated from the recall list to a full-time or part-time position shall be given full recognition for seniority accumulated to date of their termination and shall be reinstated in such a manner as to recognize all rights, privileges and advantages accrued to their last date of employment.
 - (5) If a Teacher claims to be unable to accept a position at the time of recall because of illness, the Board at its discretion shall have the right to request that the Teacher be examined by a Board doctor. Factors that the Board shall consider in selecting a doctor shall include the Teacher's preference for the gender of the doctor, if expressed.
 - (6) Teachers shall be on the recall list for a period of five years (three years plus an additional two years in accordance with Part A, Central Terms, Article 12 of this Collective Agreement) from the date of termination of the contract.

ARTICLE 9 - TRANSFERS

9.01 - Transfers of Teachers at their own Request

- (1) All vacant Elementary teaching positions shall be posted on the Board's website and emailed to all Elementary teachers.

- (2) Between May 24th and June 20th of each year, Teachers who wish to exchange assignments for the following school year must jointly submit their request to the Superintendent of Education or designate by June 20th. The Board shall respond in writing to the Teachers' requests by June 30th.

9.02 – Board-Initiated Transfer

- (1) A “Board-initiated transfer” means the movement of a teacher from a position within one school to a position within another school where, in the opinion of the Board, a transfer is advisable for reasonable cause.
- (2) The transfer shall be discussed with the Teacher concerned prior to the proposed transfer and official notice shall be given in writing. The reasons for the transfer shall be stated in the notice at the request of the Teacher.
- (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) Should such a transfer not be agreeable to the Teacher concerned, the Teacher shall have the right to appeal the decision individually or through the authorized representatives to the Director of Education.
- (5) The Teacher shall submit his/her appeal in writing to the Director of Education or designate within three (3) working days of receipt of the official notice.
- (6) The Director of Education shall meet with any such Teacher and/or their authorized representative(s) within ten (10) working days of receipt of the letter of appeal referred to in paragraph (5) above.

ARTICLE 10 - PUPIL-TEACHER RATIO

The Board shall maintain a class size in accordance with the Education Act of Ontario and its Regulations.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 - Adoption Leave

- (1) Adoption Leave shall be available without pay to any Teacher who adopts a child and has:
 - a) worked for the Board for the period defined in the Employment Standards Act of Ontario prior to the commencement of the leave;

- b) given advance notice in writing to the Board of intent to adopt, on the understanding that it may be necessary for the Teacher to commence his/her leave immediately when the child becomes available; and
 - c) presented a statement signed by the Director of the adoption agency that the application for adoption has been approved.
- (2) The duration of the leave shall be by mutual consent between the Board and the Teacher to a maximum of two (2) years.
- (3) The leave shall begin the earlier of:
 - a) the date of adoption;
 - b) the date the presence of the Teacher is required in the home for pre-adoption purposes. A letter confirming the adoption must be submitted within fourteen (14) calendar days of the commencement of the leave.
- (4) The Board shall not terminate the employment of a Teacher by reason of his/her Adoption Leave, but upon the expiration of the leave period, shall permit him/her to resume work with no loss of seniority, status or benefits accrued prior to the commencement of the leave. Salary shall be paid in accordance to the proportion of the year taught. (Ref. Education Act, R.S.O. 1990, c.E.2, Section 260 (1) and amendments thereto).

11.02 - 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 a 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: Educational 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 or designate prior to January 15th of any year to receive consideration. A request for Sabbatical Leave must have the approval of the Director of Education or designate and such Leave must be granted by resolution of the Board.
- (7)
 - 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 benefited from Sabbatical Leave and suffers a disability or illness which prevents the Teacher 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.
- (8) A Teacher on Sabbatical Leave shall receive the following benefits:
 - a) Seventy percent exclusive of salary allowances for additional responsibilities. A maximum of an additional thirty percent exclusive of salary allowances for additional responsibilities with no deduction from sick leave/STDLP days, in accordance with Part A, Central Terms, Article 16 of this Collective Agreement.
 - b) All salary adjustments, increments and medical benefits in accordance with Part A, Central Terms Article 7 of this Collective Agreement.
 - c) Unless changes have occurred which would alter the Teacher's ability or personal commitment to assume the responsibilities the Teacher had prior to the Sabbatical Leave, a Teacher upon his/her return, shall expect to fill a position at least comparable with the position held prior to the Sabbatical Leave.

11.03 - Leave for Personal Reasons

Shall be in accordance with Part A, Central Terms, Article 16 of this Collective Agreement and as follows:

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

- (1) When Teachers are required to be absent for personal reasons, they shall be granted up to two (2.0) days or four (4.0) half-days per school year, taken individually, collectively or in combination, without loss of pay, but they shall not be subject to deduction from sick leave credit.
- (2) Personal Leave days shall not be taken the school day immediately preceding and/or following a holiday or a vacation period or on a Professional Activity day unless the leave is approved by the Director of Education or designate. Such leave will not be unreasonably denied.
- (3) The Teacher shall 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.
- (4) A Principal may request a Teacher to voluntarily reschedule his/her Personal leave day(s) due to the availability of replacement teachers at the Teacher's school.

11.04 - Leave of Absence Due to Lengthy Illness

- (1) A Teacher who becomes seriously ill and is forced to use all of his/her sick leave/STLDP days may request an unpaid leave of absence from the Board prior to the expiration of his/her sick leave/STLDP days.
- (2) 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.
- (3) A teacher who applies for Long Term Disability Benefits in accordance with Article 6.04 with another LTD plan, 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.
- (4) Upon the expiration of his/her leave, a Teacher must advise the Board in writing of his/her ability to resume his/her teaching duties.
- (5) In all cases, the Teacher shall furnish a doctor's certificate in accordance with Part A, Central Terms, Article 3 of this Collective Agreement to support his/her claim. 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 3.7.4 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.

- (6) Experience will not accumulate during the time spent on this leave.

11.05 - One Year Leave of Absence

- (1) A One-Year Leave of Absence without pay may be granted by the Board to Teachers who have submitted a written request to the Director of Education or designate prior to February 28th of the year in which the leave is to commence.
- (2) Leave of Absence shall be granted to Teachers on the basis of their seniority with the Board and the date of their request.
- (3) Once a request is granted, the Teacher will be obligated to take the leave of absence.
- (4) Subject to the provisions of Article 4 and 8, a Teacher returning from a One-Year Leave of Absence will be entitled to a position comparable with their position prior to the leave.
- (5) Experience will not accumulate during the time spent on this leave.

11.06 - "X" Over "Y" Year Leave of Absence Plan

- (1) Description:

The "X" Years over "Y" Plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence with pay by spreading "X" years' salary payments over a "Y" year period to a maximum of four (4) years over (5).

- (2) Eligibility:

Any Teacher having three (3) years seniority with the Board may apply to participate in the plan.

- (3) Application:

- a) A Teacher must make written application to the Director of Education or designate on or before February 28th, 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 in the school year the original request is made.
- c) If applications permit, the Board will accept a maximum of 1% of their present teaching staff as of September 1st, of the current school year. Leaves will be granted on the basis of seniority.

- (4) Payment Formula:

- a) During the first "X" years of the Plan, the Board will deduct from each pay, "Y"- "X"/"Y"% of the Teacher's gross salary for that pay period.
- b) The sums deducted in accordance with (a) above shall be placed in an account and bank of the Teacher's choice; such account to be in the Board's name identified to the individual Teacher's name.
- c) During the "Y" year of the Plan, the Teacher shall be granted a leave of absence. While on leave, the Teacher will be paid monies accumulated as of the commencement date of the leave in the account described in (b) above in accordance with the payment formula in Article 5.02 (1) and all additional sums generated by the said account will be paid on the last instalment date.
- d) The Board agrees that during any or all the "Y" years the individual Teacher is participating in the Plan, employee benefits shall be maintained in accordance with Article 6 of the collective agreement as if the employee was being paid at (X/Y%) of his/her salary; the Board contributing (X/Y%) of its commitment under Articles 6.01, 6.02 and 6.03 and for spouse coverage of \$12,000.00 under Article 6.03 and the Teacher contributing the other Y - X/Y%.
- e) The Teachers shall continue to receive sick leave/STLDP days in accordance with Part A, Central Terms, Article 3 of this Collective Agreement during each of the first "X" years of the Plan.

(5) Position on Completion of the Leave:

- a) On return from leave, a Teacher will be assigned to a position comparable to that he or she held prior to the commencement of the leave. If due to declining or changing enrolment patterns or phasing out of a particular program, the Teacher's position no longer exists, his or her return will be governed by the appropriate terms of this agreement.
- b) Experience will not accumulate during the 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 in the first, second or third year of 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 Article 11.06(4)(b). Repayment shall be made within sixty (60) days of the withdrawal from the Plan.

- e) Pension Plan deductions are to be continued as provided by the Teacher's Pension Plan Board, which is that the percentage rate stipulated in the Act, of the salary paid to the Teacher during the leave of absence is to be deducted, and upon returning to full duties, the Teacher is to have the option of contributing the difference between the amount of Pension Plan contributions deducted and the amount that would have been deducted had the Teacher remained on staff and drawn full salary.
 - f) A Teacher may withdraw from the Plan any time prior to February 28th in the year the leave is to commence. Upon withdrawal, any monies plus interest accumulated in the account described in Article 11.06 (4)(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 one year by so advising the Teacher prior to April 1st. 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 Article 11.06 (4)(b) to the date of withdrawal. In the latter case, payment shall be made within sixty (60) days of the withdrawal.
- Should a deferral result in a leave being taken past the fifth year of the Plan, any monies accumulated by the terminal date of Plan, will continue to accumulate interest until the leave is granted.
- h) Should a Teacher die while participating in the Plan, any monies accumulated, in the saving account mentioned in Article 11.06(4)(b), at the time of death, will be paid to the Teacher's executor or administrator.
 - i) 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.

11.07 – Pregnancy/Parental Leave / Adoption / Family Medical / Critical Illness Leave

Pregnancy/Parental Leave/ Adoption / Family Medical / Critical Illness Leave shall be in accordance with Part A, Central Terms, Articles 7, 14, 15 and Letter of Agreement #9 of this Collective Agreement and as follows:

- (1) Pregnancy/Parental/Adoption/Family Medical/ Critical Illness Leave shall be granted to a Teacher in accordance with the Employment Standards Act as amended from time to time.
- (2) Extended Pregnancy/Parental /Adoption Leave without pay may be granted to a Teacher on staff up to a maximum of two school years. The Teacher shall return from

Pregnancy/Parental/Adoption Leave on a date mutually acceptable to the Board and the Teacher.

- (3) Teachers returning from Pregnancy/Parental/Adoption Leave of one year or less shall be entitled to a position at the same school as prior to the leave.
- (4) Teachers returning from a Pregnancy/Parental /Adoption Leave of more than one year shall be entitled to a position comparable with their position prior to the leave.
- (5) For teachers who are eligible for Employment Insurance benefits for a Parental Leave (excluding the birth mother) or Adoption Leave, the Board shall pay a modified Supplemental Employment Benefit (SEB), which shall be subject to the approval of Service Canada and which shall be paid in accordance with the following:
 - a) for the first two (2) weeks of Employment Insurance (EI), 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;
 - b) for the next eight (8) weeks, the Board shall pay the difference between 75% of the employee's salary and the EI payment received.
 - c) The SEB will be based on the teacher's annual salary divided by 260 days in order to determine the teacher's daily rate.
 - d) To receive pay, the employee must provide proof that she/he has applied for and is in receipt of Employment Insurance benefits.
 - e) 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.
 - f) Participation in a SEB plan under paragraph (5) shall not allow the teacher to be eligible for more than 100% of the teacher's annual salary and applicable allowances based on 194 days.
- (6) 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 to teachers on pregnancy leave as follows, with no deduction from sick/STLDP days:
 - a) For the first six (6) weeks of SEB following the birth of the child, the Board shall pay the difference between 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 eight (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.
- (7) Teachers who are not eligible for EI benefits are nevertheless entitled to the eight week pregnancy leave benefit of 100% salary under Part A of this collective agreement, with no deduction from sick/STLDP days. The teacher's annual salary shall be divided by 194 days in order to determine the teacher's daily rate.
 - (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 may access her available sick/STLDP days.
 - (9) For clarity, if a statutory holiday falls within the benefit periods set out in paragraphs (6) and (7) above, the SEB or pregnancy leave benefit shall continue on the statutory holiday(s). Also, for any part of the benefit periods set out in paragraphs (6) and (7) 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.
 - (10) To receive pay, the employee must provide proof that she has applied for Employment Insurance (EI) pregnancy benefits and must provide proof confirming actual date of birth.
 - (11) The Board shall provide each teacher who participates in a leave plan under paragraphs (5), (6) and (7) above with a detailed statement outlining the calculations of the payments and any applicable salary wrap-up.
 - (12) The Board shall maintain its share of the premiums for all benefits described under Article 6 during the statutory period of a teacher's pregnancy/parental, adoption or family medical leave in accordance with the Employment Standards Act.
 - (13) Early Return - A teacher may return to work early from a pregnancy leave, parental leave, adoption or family medical leave 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 up to two (2) years of age. The Board at its sole discretion may approve an extension of such a leave up to the child's third birthday.
- (15) Family Medical leave shall be granted to a Teacher in accordance with the Employment Standards Act. Teachers returning from Family Medical Leave shall be entitled to the same position held prior to the leave, subject to the staffing process.

11.08 - Special Time Off

Shall be in accordance with Part A, Central Terms, Article 16 of this Collective Agreement and as follows:

A Teacher shall be permitted:

- (1) Without deduction from salary 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 his/her 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:
One day shall be allowed to a Teacher upon the birth of a child.
 - d) Adoption Leave:
One day shall be allowed to a Teacher upon the adoption of a child.
- (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 the current Occasional Teacher's daily rate per diem per Teacher if an Occasional Teacher is called in.
- (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 a litigation.
- (4) a) The local Unit President shall be granted a leave of absence of up to 100%. The President must notify the Director of Education of the percentage prior to May 31st, in the year of the leave, in order to qualify for the plan.

- b) In the event that the President's leave is less than 100%, the teaching assignment shall be determined in consultation with the Superintendent and President and will be subject to the staffing process.
 - c) The President shall accumulate full seniority during the duration of the leave.
 - d) The total cost of the salary and benefits for the leave, 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 Elementary Teachers' Local Bargaining Unit.
 - e) In the event that the Association President is unable to perform his/her 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 until the President is able to return to his/her duties as President.
 - f) The Board shall grant a leave to the teacher named by the Association as Interim President during the period of the appointment noted in 11.08 4. (e).
 - g) A teacher returning from an Association Leave has a right to be assigned to the same school and position, if available, the teacher last taught in prior to commencing the leave.
- (5) Special time off without salary deductions and with no deductions from sick leave/STLDP days 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.
 - (6) Absence by reason of being a juror or witness: A teacher is entitled to salary despite absence from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses, that the teacher receives as a juror or as a witness. The days shall not be deducted from sick leave benefits.
 - (7) Absence of teacher in quarantine: Every teacher is entitled to salary despite absence from duty in any case where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his or her duties. The days shall not be deducted from sick leave/STLDP days.

11.09 - Bereavement Leave

Each eligible teacher shall be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows provided notification is given to the Superintendent 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-brother
parent	guardian	grand-child	step-sister

- (2) Up to a maximum of three (3) consecutive working days upon the death of a:

parent-in-law	brother-in-law	spouse's brother-in-law
son-in-law	sister-in-law	spouse's sister-in-law
daughter-in-law	grand-parent-in-law	

- (3) Up to a maximum of two (2) working days in any one school year, to be used separately or together, upon the death of:

an aunt	a spouse's aunt	a close friend
an uncle	a spouse's uncle	any other family member not listed herein

- (4) It is understood that the leaves under 11.09(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 (1) additional day to attend the burial of a relative covered under paragraph (1) of this clause if the burial has not occurred because of winter conditions.
- (6) An additional day or days without deduction of salary may be granted for special circumstances such as excessive travelling as approved by the Director of Education or designate.

11.10 - 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 or designate to a Teacher who has so requested in writing. Such leave will be without pay, and the approval or denial of same will not be grievable.

11.11 - Early Retirement Incentive Plan

- (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 ten (10) years of teaching experience with the Board;
 - b) who are at the maximum in their salary category;
 - c) who submit an irrevocable application to the Board by April 15th for retirement effective August 31st of the same year;
- (3) A maximum of ten (10) Teachers shall be eligible for the Plan.
- (4) Approval for requests shall be governed by the terms of Article 4.
- (5) The provisions of this article shall apply only during a time of projected teacher redundancies and may not exceed in total the number of teachers in Surplus Pool "A" as of April 15th.
- (6) The financial incentive shall be 5% of the annual salary per year of early retirement to a maximum of 25% of annual salary for five or more years of early retirement.
- (7) Payment of the Early Retirement Incentive may be included with the Sick Leave Credit Gratuity payment at the request of the retiring employee to give the effect of one lump sum.

11.12 -Special Leave Incentive

A Special Leave Incentive is available to Teachers, subject to the following:

- (1) Teachers must be at the maximum level of experience for salary purposes (11.0 years or more).
- (2) Coordinators are not eligible for this leave.
- (3) The number of leaves granted may be limited to ensure viability of programs.
- (4) While on leave Teachers will be provided the same benefit coverage they had immediately prior to the beginning of the leave in accordance with the percentage of their contract time.
- (5) Teachers who are granted a leave under this plan will receive 2% of their annual salary for each F.T.E. month while they are on leave.

- (6) Approval of individual leaves will only be granted if ultimately the overall cost of salary plus benefits of the replacement Teacher added to that of the Teacher taking the leave does not exceed the regular cost the Board would have incurred if the Teacher if the teacher did not take this type of leave.
- (7) Interested Teachers who are eligible for a leave under this plan must apply in writing to the Director of Education no later than the respective dates indicated below.
- (8) Requests should state both the leave type (A or B or C, etc.) and the duration (September 1 to December 31 or January 1 to August 31 or September 1 to January 31, etc.) in accordance with the following:

Leave Type	Duration of Leave	Application Deadline	Salary While On Leave
A	Sept. 1 to Dec. 31	March 31	8% of annual
B	Jan. 1 to Aug. 31	November 15	12% of annual
C	Sept.1 to Jan. 31	March 31	10% of annual
D	Feb. 1 to Aug. 31	November 15	10% of annual
E	Sept. 1 to Aug 31	March 31	20% of annual
F (*)	Sept. 1 to Aug. 31	March 31	10% of annual

*(either a.m. or p.m. leave)

- (9) When such a leave has been approved, the Teacher taking a leave under A to F shall be counted 0.0, 0.4, 0.5 or 0.6, as appropriate to the type of leave selected, for staffing purposes.
- (10) Replacement Teachers will be hired in accordance with the following provisions:
- The full-time equivalent annual salary for a replacement Teacher, regardless of qualifications, will be \$35,000.00 prorated to the percentage of time employed as a replacement Teacher.
 - Replacement teaching positions will be offered to the Teachers on the recall list, in order of seniority provided that they have the required qualifications to fill the position or will become qualified prior to the commencement of the teaching position.
 - All replacement teaching positions which are available at the time the Teacher is reached on the recall list will be offered by verbal contact on the condition that the recall list Teacher provide the Board with an address and telephone number where they can be reached if other than their regular address and telephone number.

- d) Once the recall list is exhausted or no Teacher on the recall list has the necessary qualifications to fill the replacement positions pursuant to this agreement, the Board will then offer the position(s) to Teacher on the OECTA Occasional Teachers' list, subject to qualification requirements
 - e) Teachers on the recall list may decline this offer of a position. In the event that a Teacher accepts such an offer, he/she maintains his/her right of recall to a regular teaching position.
 - f) A Teacher hired as a replacement Teacher is governed by the modalities of the Collective agreement between the Board and the Sudbury OECTA Elementary Unit.
 - g) A Teacher hired as replacement Teacher is advised at the time of hiring, that his/her employment will terminate upon the return of the absent Teacher. The replacement Teacher is thus declared redundant at that time.
 - h) A Teacher hired as a replacement Teacher is added to the seniority list and the recall list in accordance with the Collective Agreement. It is understood that a contract terminated under g) above is not deemed a resignation for seniority purposes.
 - i) A Teacher hired as a replacement Teacher is entitled to benefits outlined in Article 6, prorated to the percentage of contract time, immediately upon beginning the replacement assignment.
 - j) Any anomalies pertinent to seniority and placement will be resolved by the Director of Education or designate and the President of the OECTA Elementary Teachers' Local Bargaining Unit.
- (11) Subject to seniority provisions, Teachers returning from a leave granted under this plan shall return to the same school and, if possible, to the same position from which they came.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 - Definitions

(1) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement, and is identified as one of the following:

- a) An individual grievance is a grievance lodged by or on behalf of one member covered by this collective agreement, or
- b) A group grievance is a grievance lodged on behalf of two or more members covered by this collective agreement, by the Association, 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 general grievance is a grievance lodged by either party, other than under a) or b) above.

(2) A party is:

- a) Elementary Teachers' Local Bargaining Unit
- b) the Board.

(3) A member is a Teacher in the employ of the Board who is covered by this collective agreement.

(4) Days shall mean business days unless otherwise stated.

12.02 - Solution of Problems at the Administration Level

- (1) 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 12.02 (1) whereby a meeting may be arranged which shall include a member of administration, the member involved, the President or designate of the Association and any other persons who may be of assistance in arriving at a satisfactory resolution to the problem.

12.03 - Procedure for Individual Grievance

STEP I

- (1) In the case of an individual grievance, the member of the bargaining unit initiating the grievance shall make a written statement containing:
 - a) a description of how the alleged dispute is grievable as defined in Article 12.01 (1)(a);
 - b) the circumstances giving rise to the grievance, and the matter complained of;
 - c) the relief sought; and

- d) the signature of the grieving member and of the duly authorized official of the bargaining unit, when applicable; and deliver same to the Superintendent of Education or designate within fifteen (15) days of the occurrence giving rise to the grievance or within fifteen (15) days of the meeting under clause 12.02, should the Superintendent of Education or designate have been contacted within 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 the Association 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 the Association 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 within ten (10) days of receipt of such request, at which time the grieving member may be accompanied by a representative of the Association who may attend to bring evidence and discuss the matter grieved upon.
- (2) The Director of Education shall render his/her decision in writing within 10 days following the meeting.

STEP III

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

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

12.04 - General and Group Grievance

The following steps shall be taken by a party in the case of a general or group grievance. A general or group grievance may be filed by either the bargaining unit or the Board and either party may decide at which step the procedure will begin.

A general grievance or group grievance shall be initiated within 30 calendar days from the date of the occurrence giving rise to such grievance.

STEP I

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

- (1) a description of how the alleged dispute is grievable as defined in Article 12.01 (1)(b) or (c);
- (2) the circumstances giving rise to the grievance, the matter complained of and the name of the Teacher(s) involved;
- (3) the relief sought; and
- (4) the signature of the duly authorized official or the party making the grievance and deliver same
 - a) to the Director of Education or designate
 - b) to the President of the bargaining unit
 as the case may be, who shall, within 10 days of same reply in writing.

STEP II

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

The time line for requesting arbitration may, by mutual agreement be extended, 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.

12.05 - Arbitration

- (1) The party desiring Arbitration shall within the time lines above notify the other party in writing both of its desire to submit the grievance to arbitration and of its choice of submitting the matter either to a single arbitrator or to a three-member Arbitration Board.

The 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 it provides the name of its own nominee.
- b) where a three-member Board has been requested, the name of its appointee to such Board.

If a single arbitrator 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 Chairperson 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 a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairperson governs.

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

12.06 - Expedited Arbitration

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

12.07 - Time Limits

Time limits may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the Respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by registered mail, electronic mail (Board's e-mail system) 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 day it is delivered, if hand delivered or delivered electronically during regular business hours using the Board's e-mail system to a party or on the third day following its postmark, if forwarded by registered mail.

12.08 - No Reprisals

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

ARTICLE 13 - OTHER MATTERS

13.01 - Federation Fee

Effective April 1st, 1998 the Board shall deduct in equal monthly installments from the pay of each teacher who is within the scope of this Agreement, 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 30 days of collection.

13.02 - Local Levy

The Board shall deduct from each Teacher's pay in September the regular 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.

13.03 - Information re Teachers' Salaries

The Board shall attempt to provide by October 31 but no later than November 30 to the President of the Local Bargaining Unit, the qualifications, experience, annual salary and manner of calculation of the annual salary of each Teacher.

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.

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

13.04 - 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 PAET Technical Requirements Manual, 2007, Manual for Performance Appraisal of New Teacher, 2006, and Induction Elements Manual, 2006 and any of which may be amended from time to time. No additional domains, competencies, or 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) 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 teacher's personnel file.
- (5) The Board recognizes that extracurricular activities are volunteer. 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.
- (6) The Board will provide a list of teachers in the performance appraisal year by October 31st of each school year.
- (7) The Board shall notify the president of the Elementary Local Bargaining Unit of any teachers receiving a performance appraisal rating other than a "satisfactory" within five (5) days.
- (8) 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.
- (9) The parties agree to abide by the Memorandum of Agreement on Mentoring Guidelines, NTIP of September 2006 or any mutually agreed upon revisions.

13.05 - Printing and Distribution of this Agreement

- (1) OECTA shall assume the responsibility for having this agreement 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 shall be provided with a copy of the current Agreement before signing any contract.
- (4) This Agreement shall be made available to all teachers on the Board Website.

13.06 - Board Statement to Teachers

Teacher will have access to the following information in a Board system (IME or other):

- 1) the amount of sick leave/STLDP days and top up days in accordance with Part A, Central Terms, Article 3 of this Collective Agreement
- 2) the number of years' experience
- 3) the QECO level placement
- 4) the grid component of their salary
- 5) the seniority with the Board
- 6) the annual salary
- 7) the responsibility allowance, if applicable

13.07 – Commitment to Catholic Education

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

Any teacher who became a member of the OECTA Elementary 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 hire date. 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 School 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, teachers in the Catholic school system are encouraged to direct their school taxes to the support of that school system unless they are prevented from doing so by law or extenuating circumstances.

13.08 - Resignation Dates

Effective September 1, 2000 resignations for the purpose of retirement as verified by the Teachers Pension Plan, will be accepted provided that two (2) months notice is given.

13.09 - Association Representatives

The Board recognizes the appointment by the O.E.C.T.A. Executive of one (1) Association Representative at each school and/or Board site.

13.10 - School Closures

When two or more schools are amalgamated, all teaching staff from those schools shall be combined to form one staff list. The consolidating school shall then be organized for the following school year by the Principal and the Superintendent and reviewed with the OECTA President following the OECTA Collective Agreement and staffing procedures. (Article 7, 8, 9).

ARTICLE 14 - ADMINISTRATION OF MEDICAL OR PHYSICAL PROCEDURES

- (1) No Teacher shall be required to do any medical or physical procedure that may endanger the safety or well-being of the pupil or subject the Teacher to risk or injury or liability for negligence. Such procedures may include but are not limited to the administration of medication other than oral, catheterization, tube feeding students with special needs, postural drainage, manual expression of the bladder and toileting procedures.
- (2) Teachers who volunteer to do any medical or physical procedures shall be covered through the Board's existing or supplementary insurance coverage against claims arising from the administration of medical or physical procedures as outlined through Board policy or Board directive.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Agreement to be signed in their respective name by their respective representatives there unto duly authorized as of this

22nd day of June, 2020

The Sudbury Catholic District School Board

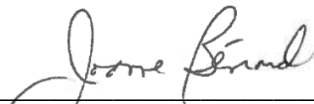
The OECTA Elementary Teachers' Local
Bargaining Unit

A stylized signature in purple ink, consisting of a large loop and a horizontal stroke.

Michael Bellmore
Chair of the Board

A signature in purple ink, written in a cursive style.

Chantal Rancourt
OECTA Elementary

A signature in purple ink, written in a cursive style.

Joanne Bérard
Director of Education

SCHEDULE "A"

**Effective September 1,
2019**

Years	A	A1	A2	A3	A4
0	43,300	46,065	48,526	53,313	56,810
1	46,091	49,033	51,697	56,939	60,826
2	48,880	52,000	54,865	60,566	64,833
3	51,673	54,971	58,032	64,194	68,847
4	54,460	57,936	61,201	67,823	72,855
5	57,252	60,904	64,369	71,450	76,870
6	60,041	63,872	67,537	75,078	80,881
7	62,828	66,839	70,705	78,704	84,893
8	65,621	69,810	73,873	82,333	88,904
9	68,410	72,777	77,041	85,956	92,915
10	71,204	75,745	80,206	89,585	96,926
11	73,993	78,714	83,373	93,212	100,938

**Effective September 1,
2020**

Years	A	A1	A2	A3	A4
0	43,733	46,526	49,012	53,846	57,378
1	46,552	49,523	52,214	57,509	61,434
2	49,369	52,520	55,414	61,172	65,482
3	52,189	55,521	58,612	64,836	69,535
4	55,005	58,515	61,813	68,501	73,584
5	57,824	61,513	65,013	72,165	77,638
6	60,642	64,511	68,212	75,829	81,690
7	63,456	67,507	71,412	79,491	85,742
8	66,277	70,508	74,612	83,156	89,793
9	69,094	73,505	77,812	86,816	93,844
10	71,916	76,503	81,008	90,481	97,895
11	74,733	79,501	84,207	94,144	101,947

**Effective September 1,
2021**

Years	A	A1	A2	A3	A4
0	44,170	46,991	49,502	54,384	57,952
1	47,018	50,019	52,736	58,084	62,048
2	49,862	53,045	55,968	61,783	66,136
3	52,711	56,076	59,198	65,484	70,231
4	55,555	59,101	62,432	69,186	74,320
5	58,403	62,128	65,663	72,887	78,415
6	61,248	65,156	68,894	76,587	82,507
7	64,091	68,182	72,127	80,286	86,599
8	66,940	71,213	75,358	83,988	90,691
9	69,785	74,240	78,590	87,684	94,782
10	72,635	77,268	81,818	91,386	98,874
11	75,480	80,296	85,049	95,086	102,967

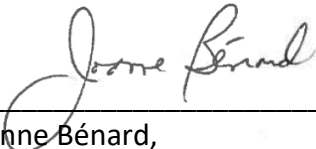
LETTER OF INTENT

Between
Sudbury Catholic District School Board
And
The Ontario English Catholic Teachers Association

Personal Leave

The Sudbury OECTA Elementary Local Bargaining Unit is committed to educating its members on the appropriate use of Leave for Personal Reasons under Article 11.03 in consultation with the School Superintendent of Education and the Manager of Human Resources.

Dated this 22nd day of June, 2020 at Sudbury, Ontario



Joanne Bérard,
For the Board



Chantal Rancourt
For the Association

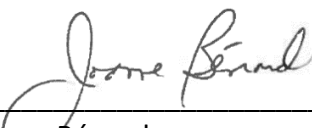
LETTER OF INTENT

Between
Sudbury Catholic District School Board
And
The Ontario English Catholic Teacher's Association

Grades 7 and 8 Student Success Teachers and Literacy and Numeracy Coaches

In accordance with the terms of the Provincial Discussion Table (PDT) agreement, for the 2008-2012 collective agreement, the Sudbury Catholic District School Board and the OECTA Sudbury Elementary Local Bargaining Unit are committed to implementing "Grade 7 & 8 Student Success Teachers and Literacy & Numeracy Coaches". The program to be delivered and the assignment of teachers shall be determined jointly by the Joint Board Staffing Committee, prior to the staffing process for 2012-2013.

Dated this 22nd day of June, 2020 at Sudbury, Ontario



Joanne B  nard,
For the Board

Chantal Rancourt
For the Association

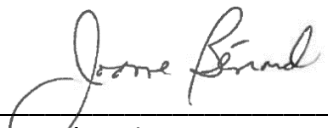
LETTER OF INTENT

Between
Sudbury Catholic District School Board
And
The Ontario English Catholic Teachers Association

Balanced Day

The Balanced Day shall not be implemented during the term of the agreement unless there is a committee formed with equal representation of the parties, to discuss contract safeguards needed prior to implementation. Any such agreement must be approved by the unit executive.

Dated this 22nd day of June, 2020 at Sudbury, Ontario



Joanne Bérard,
For the Board



Chantal Rancourt
For the Association

LETTER OF INTENT

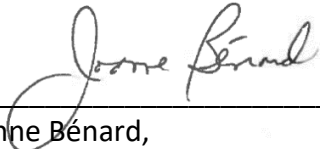
Between
Sudbury Catholic District School Board
And
The Ontario English Catholic Teachers Association

Joint Board Staffing Committee (PDT)

For the term of this collective agreement, the Terms of Reference for the Joint Board Staffing Committee shall include the following:

- i. Consult on the assignment of staff generated by the increase in elementary teacher preparation time under the Provincial Discussions Table (PDT) Agreement, May 1, 2008.
- ii. Consult on the aggregation of the increase of weekly minutes of preparation/planning time for the 2008-2009, 2009-2010, and 2010-2011, and 2011-2012 school years, generated within 20 consecutive instructional days, into meaningful blocks of preparation time for elementary teachers.
- iii. Monitor the use of the funding enhancements generated by the PDT, aimed at providing increased school safety through added supervision personnel.
- iv. Advise on the allocation of teachers to address the class size reduction in grades 4-8 as generated by the PDT.

Dated this 22nd day of June, 2020 at Sudbury, Ontario



Joanne Bénard,
For the Board



Chantal Rancourt
For the Association

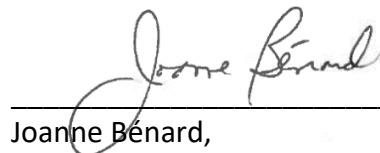
Letter of Understanding:

Between
Sudbury Catholic District School Board
And
The Ontario English Catholic Teachers Association

Coordinators/Consultants

Should a Coordinator / Consultant position /posting include responsibilities within the elementary panel, the posting shall be open to members of the elementary bargaining unit. If a member of the elementary bargaining unit is the successful candidate, he or she shall continue to be covered under the terms of this collective agreement.

Dated this 22nd day of June, 2020 at Sudbury, Ontario



Joanne Benard,
For the Board



Chantal Rancourt
For the Association

Letter of Understanding

Between

Sudbury Catholic District School Board

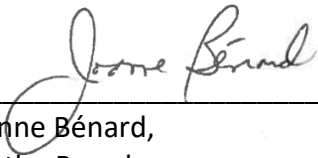
And

The Ontario English Catholic Teachers Association

Teacher Wellness

The OECTA Sudbury Elementary Local Bargaining Unit is committed to educating its members on teacher wellness and promoting the appropriate use of sick leave under article 6.06 in consultation with the Wellness Committee, the School Superintendent of Education and the Manager of Human Resources.

Dated this 22nd-day of June, 2020 at Sudbury, Ontario



Joanne B  nard,
For the Board



Chantal Rancourt
For the Association

Letter of Understanding

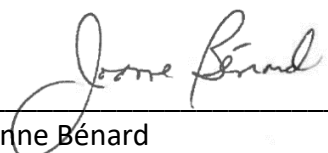
Between
The Ontario English Catholic Teachers' Association
And
Sudbury Catholic District School Board

Acting Administrator

Shall be in accordance with Part A, Central Terms, Letter of Agreement #4 and as follows:

1. The Board may assign to a teacher the duties of an Administrator (Principal or Vice Principal) for a period not to exceed one school year.
2. Any extension of this period shall only be with mutual consent of the parties, namely *the Board, the Teacher, and the Association*.
3. No Teacher shall be assigned the duties of an Administrator without the Teacher's consent.
4. Acceptance by the Teacher of such temporary duties shall not interrupt the accumulation of seniority rights as stipulated in the Collective Agreement.
5. Any Teacher assigned these duties shall not participate in the evaluation, and/or discipline of another member of the Ontario English Catholic Teachers Association,
6. A Teacher who accepts an Acting Administrator position for a temporary period, as described above, shall be replaced by an Occasional Teacher with the cost charged to the Administration line.
7. The Acting Administrator shall be compensated at a daily rate commensurate with the Board's annual salary grids for Principal and Vice Principal.
8. The Acting Administrator, once appointed, shall be provided professional development with respect to the role of Acting Principal/Vice Principal.

Dated this 22nd day of June, 2020 at Sudbury, Ontario



Joanne Bénard
For the Board



Chantal Rancourt
For the Association

Letter of Understanding

Between
The Ontario English Catholic Teachers' Association
And
Sudbury Catholic District School Board

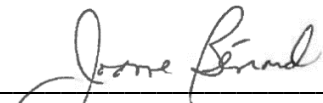
Placement of Redundant Teachers

1. An elementary redundant teacher is one for whom no position exists in the elementary panel of the Board and who is laid off in accordance with Article 8 of the Elementary Collective Agreement.
2. For the school year staffing process, the Board and OECTA will review positions that are available due to teachers on an extended disability or statutory Leave of Absence which may be considered as positions to be offered as Temporary - AFT within the elementary panel. It is agreed that if the teacher returns from his/her leave before the end of the school year, the replacement teacher will return to his/her position on the recall list.
3. The Elementary Temporary - AFT positions will then be offered to the elementary teachers on the recall list, beginning June 30 until such time that all redundant teachers may have been assigned.
4. It is agreed that only the elementary teachers on the recall list will be considered for the positions replacing a teacher on extended disability or statutory Leaves of Absences, which are Temporary Elementary AFT positions. Once the recall list is exhausted or no Teacher on the recall list has the necessary qualifications to fill the replacement positions pursuant to this agreement, the Board will then offer the position(s) to Teacher on the OECTA Occasional Teachers' list, subject to qualification requirements.
5. Teachers on the recall list, in the reverse order in which their employment was terminated, shall be offered the full-time or part-time Temporary AFT position for which they have applied to and are qualified for.
6. A Teacher on the recall list who accepts a Temporary AFT position retains all recall rights as per the current Elementary Collective Agreement. Placement of these Teachers into various assignments does not constitute a transfer.
7. A Teacher on the recall list who refuses a Temporary AFT position offered shall not forfeit the right of recall or the position on the recall list and will remain on the recall list for a period of five (5) years (which includes an additional two years in accordance with Part A,

Central Terms, Article 12 of this Collective Agreement) from the date of termination of his or her contract. A Teacher on the recall list who refuses a Temporary AFT position shall retain the right to accept other future AFT offers for which they are qualified.

8. If a Teacher on an extended disability or statutory Leave of Absence returns earlier than expected, the temporary teacher from the recall list assigned in that temporary position, will resume his or her place on the recall list.
9. A redundant Teacher placed in a Temporary AFT assignment will be subject to all the provisions of the current Sudbury Elementary Collective Agreement for the duration of the Temporary AFT Assignment.
10. This agreement to be reviewed annually by the JSC, prior to Spring Staffing Process.

Dated this 22nd day of June, 2020 at Sudbury, Ontario



Joanne Bérard
For the Board



Chantal Rancourt
For the Association