

# **Collective Agreement**

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

**September 1, 2019 - August 31, 2022**

## Table of Contents

1.	TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT .....	4
1.1	Term of Agreement .....	4
1.2	Amendment of Terms.....	4
1.3	Notice to Bargain .....	4
2	SALARY, WAGES, ALLOWANCES .....	4
3	SICK LEAVE/SHORT-TERM LEAVE AND DISABILITY PLAN – PERMANENT TEACHERS.....	4
3.1	Sick Leave Benefit Plan.....	4
3.2	Sick Leave Days.....	4
3.3	Short-Term Leave and Disability Plan (STLDP).....	5
3.4	Teacher Pension Plan Implications .....	5
3.5	Eligibility and Allocation .....	5
3.6	Short-Term Leave and Disability Plan Top-Up (STLDPT) .....	7
3.7	Administration.....	8
3.8	Long Term Disability (LTD).....	9
4	SICK LEAVE/SHORT-TERM DISABILITY PLAN – LONG-TERM OCCASIONAL TEACHERS AND TEACHERS EMPLOYED IN A TERM POSITION.....	10
4.1	Sick Leave Benefit Plan.....	10
4.2	Sick Leave Days.....	11
4.3	Short-Term Leave and Disability Plan (STLDP).....	11
4.4	Teacher Pension Plan Implications .....	11
4.5	Eligibility and Allocation .....	12
4.6	Administration.....	13
4.7	Long Term Disability (LTD).....	14
5	RETIREMENT GRATUITIES .....	16
6	PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT.....	16
6.3	Annual Learning Plan.....	16
7	BENEFITS .....	17
8	EARNED LEAVE PLAN .....	18
9	RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS.....	20
10	RETURN TO BARGAINING UNIT FOR PRINCIPALS AND VICE-PRINCIPALS .....	20
11	BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC) .....	21
12	RECALL RIGHTS .....	22
13	WSIB TOP-UP .....	22
14	PREGNANCY LEAVE SEB PLAN .....	22
15	STATUTORY LEAVES OF ABSENCE/SEB .....	23
15.1	Family Medical Leave or Critical Illness Leave .....	23
	Supplemental Employment Benefits (SEB).....	23
16	PAID LEAVES OF ABSENCE .....	24
17	HIRING PRACTICES .....	24
18	INFORMATION DISCLOSURE TO OECTA .....	29
19	ACCESS TO INFORMATION .....	30
20	CENTRAL DISPUTE RESOLUTION PROCESS.....	31
21	HEALTH AND SAFETY .....	33
22	CHANGES IN FULL-TIME EQUIVALENT STATUS (FTE) .....	34

22.2 Increases in FTE Status .....	<b>34</b>
22.3 Decreases in FTE Status .....	<b>35</b>
23 E-LEARNING.....	35
LETTER OF AGREEMENT #1 .....	36
Re: RETIREMENT GRATUITIES.....	<b>36</b>
LETTER OF AGREEMENT #2 .....	37
RE: Health and Safety.....	<b>37</b>
LETTER OF AGREEMENT #3 .....	38
RE: Existing Provisions on Utilization of Sick Leave/STLDP Days.....	<b>38</b>
LETTER OF AGREEMENT #4 .....	39
RE: Acting Administrators.....	<b>39</b>
LETTER OF AGREEMENT #5 .....	42
RE: Benefits .....	<b>42</b>
1. PRINCIPLES .....	43
2. GOVERNANCE .....	43
3. ELIGIBILITY AND COVERAGE.....	44
4. FUNDING.....	44
5. SHARED SERVICES .....	49
6. ACCOUNTABILITY .....	51
7. TRANSITION COMMITTEE .....	51
8. ENROLMENT .....	51
9. Errors and Omissions.....	51
10. Claims Support .....	52
11. Privacy.....	52
12. PAYMENTS .....	52
LETTER OF AGREEMENT #5 .....	53
Appendix A – HRIS File.....	<b>53</b>
LETTER OF AGREEMENT #6 .....	54
RE: Wellness and Attendance Review Committee .....	<b>54</b>
LETTER OF AGREEMENT #7 .....	56
RE: OTBU Amalgamations .....	<b>56</b>
LETTER OF AGREEMENT #8 .....	57
RE: Status Quo Board Imposed Fees/Levies.....	<b>57</b>
LETTER OF AGREEMENT #9 .....	58
RE: Supplementary Employee Benefits – Article 14.....	<b>58</b>
LETTER OF AGREEMENT #10.....	59
RE: E-Learning.....	<b>59</b>
LETTER OF AGREEMENT #11 .....	60
RE: Committee to Review Effective Implementation of Changes to Class Size .....	<b>60</b>
LETTER OF AGREEMENT #12.....	61
RE: E-Learning Implementation Committee.....	<b>61</b>
LETTER OF AGREEMENT #13.....	62

RE: ELHT Benefit Matters .....	62
LETTER OF AGREEMENT #14.....	64
RE: OECTA's Court Challenge.....	64
LETTER OF AGREEMENT #15.....	65
RE: The Support for Students Fund .....	65
LETTER OF AGREEMENT #16.....	67
RE: Domestic and Sexual Violence.....	67
LETTER OF AGREEMENT #17.....	68
RE: No Reprisals .....	68
LETTER OF AGREEMENT #18.....	69
RE: Class Size Local Language.....	69
Appendix A.....	70
Appendix B.....	72

## 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 STLDPT 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 STLD and sick leave. An unsuccessful LTD claim does not preclude a teacher from receiving STLD 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 30<sup>th</sup> of each school year
- Continuing Education programs and related staffing
- NTIP
- Professional learning and Learning to 18 reforms
- E-learning
- Persons employed pursuant to letters of permission, temporary letters of approval and use of uncertified teaching personnel
- Information relating to the employment or allocation of daily, long-term or permanent assignments to occasional teachers

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

## **12 RECALL RIGHTS**

- 12.1 The parties agree that Local boards will increase the length of time contained in their local collective agreements providing rights to recall by an additional two (2) years.
- 12.2 For any board collective agreement that does not provide recall rights, that board shall provide for rights of recall for a period of two (2) years.
- 12.3 By mutual agreement, local parties may negotiate changes to any aspects of recall rights other than the duration of an employee's recall rights.

## **13 WSIB TOP-UP**

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

## **14 PREGNANCY LEAVE SEB PLAN**

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

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

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

## 15 STATUTORY LEAVES OF ABSENCE/SEB

### 15.1 Family Medical Leave or 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 30<sup>th</sup> 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 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.3 to the Trustees of the OECTA ELHT by the last day of each month from and after the Board's Participation Date.

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

a.

- i) "Total Cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

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

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

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

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

- 4.1.3** On the participation Date, the Board will contribute to the Trust
- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.
  - b. An amount of \$300 per FTE, in addition to a) will be provided.
- 4.1.4** Funding previously paid under 4.1.3 above will be reconciled to the agreed October 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 1<sup>st</sup>) using one or more of the following methods, as determined by the Trust:

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

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

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

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

**6. ACCOUNTABILITY**

**6.1** Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for a period not less than three (3) years into the future.

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

**7. TRANSITION COMMITTEE**

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

**8. ENROLMENT**

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

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

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

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

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

**9. Errors and Omissions**

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

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

- 9.3** Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4** The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Association's provincial benefit program at a Board office during regular business hours upon 30 days written notice.
- 10. Claims Support**
- 10.1** The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2** Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.
- 11. Privacy**
- 11.1** In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).
- 12. PAYMENTS**
- 12.1** The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

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

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

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

**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 STLD pay prior to the commencement of a strike day and who remained unfit to work during such strike, shall receive sick leave or STLD 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 Delimiter: 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	<a href="mailto:example@cdsb.com">example@cdsb.com</a>		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)

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

**Prognosis** (based on objective assessments)

**From the date of this assessment, the above will apply for approximately:**

☐ 1-2 weeks   ☐ 3-5 weeks   ☐ 6-8 weeks   ☐ 2-3 months   ☐ 4-6 months  
☐ 6+ months   ☐ Unknown

**Recommendations for work hours and start date:**

☐ Regular full time hours   ☐ Modified hours   ☐ Graduated hours

Start Date:

\_\_\_\_\_  
(dd/mm/yyyy)

**Next appointment date to review Limitations and/or Restrictions:**

\_\_\_\_\_  
(dd/mm/yyyy)

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

<b>PHYSICAL LIMITATIONS AND/OR RESTRICTIONS</b> <span style="float: right;"><input type="checkbox"/> N/A</span>			
Please describe <b>physical</b> limitations and/or restrictions only. <b>Cognitive</b> 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.			
<b>Date of Assessment:</b> _____ <div style="text-align: center;">(dd/mm/yyyy)</div>			
<b>Walking:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify) _____	<b>Standing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify) _____	<b>Sitting:</b> <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) _____	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____	<b>Stair Climbing:</b> <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"/> <b>Bending/twisting repetitive movement of</b> (please specify): _____	<input type="checkbox"/> <b>Work at or above shoulder activity:</b> _____	Limited pushing / pulling with: Left Arm <input type="checkbox"/> Right Arm <input type="checkbox"/> Other (please specify) <input type="checkbox"/> _____	<input type="checkbox"/> 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"/> <b>Operating motorized Equipment</b>	<input type="checkbox"/> <b>Environmental Exposure to: (heat, cold, noise)</b>	<input type="checkbox"/> <b>Chemical exposure to:</b> _____	<input type="checkbox"/> <b>Exposure to Vibration:</b> Whole body Hand/arm
<b>Other</b> (Please describe) _____			
<b>Prognosis - From the date of this assessment, the above will apply for approximately:</b> <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			
<b>Recommendations for work hours and start date:</b> <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>	
<b>Next appointment date to review Limitations and/or Restrictions:</b> _____ <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.

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### PART 5 – Health Care Practitioner Information

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

**OECTA – PART B: LOCAL TERMS**

**BETWEEN**

**THE SUDBURY CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE OECTA SECONDARY  
TEACHERS' LOCAL  
(SUDBURY UNIT)**

**FOR THE**

**SCHOOL YEARS 2019-2020, 2020-2021, 2021-2022**

## Table of Contents

### OECTA – Part B: Local Terms

<b>Preamble.....</b>	<b>83</b>
<b>Article I - Recognition.....</b>	<b>83</b>
1.01 - Exclusive Recognition .....	83
1.02 - Application.....	83
1.03 - Definition of a Teacher .....	83
1.04 - Composition of the Local Bargaining Unit.....	84
1.05 - Communication Between the Board and the Association .....	84
1.06 - Commitment to Catholic Education .....	84
<b>Article II – Duration.....</b>	<b>85</b>
<b>Article III - Management Rights .....</b>	<b>85</b>
<b>Article IV - Placement.....</b>	<b>86</b>
4.01 - Evaluation of Qualifications .....	86
4.02 - Experience.....	86
4.03 - Implementation.....	87
<b>Article V - Salary Scales and Schedule of Allowances.....</b>	<b>87</b>
Preamble .....	87
5.01 - Salary Scales .....	87
5.02 - Method of Payment of Salaries .....	88
5.03 - Transportation Allowance.....	88
5.04 - Conference Allowance .....	88
<b>Article VI – Benefits.....</b>	<b>89</b>
6.01 - Extended Health Care Plan.....	89
6.02 - Dental Plan.....	89
6.03 - Group Term Life Insurance Plan.....	89
6.04 - Long Term Disability Plan .....	89
6.05 - Workplace Safety and Insurance Board (WSIB) Benefits .....	89
6.06 - Sick Leave/Short-Term Leave and Disability Plan.....	90
6.07 - Teachers on Leaves of Absence Without Salary .....	90

6.08 - Early Retirement Incentive Plan .....	91
6.09 - Liability Insurance .....	92
6.10 - Retiree Benefits .....	92
6.11 - Sick Leave Credit Gratuity .....	93
<b>Article VII - Grievance Procedure .....</b>	<b>95</b>
7.01 - Definitions .....	95
7.02 - Solution of Problems Discussed at the Administrative Level .....	95
7.03 - Procedure for Individual Grievances .....	95
STEP I .....	96
STEP II .....	96
STEP III .....	96
7.04 - Procedure for Policy and Group Grievance .....	97
STEP I .....	97
STEP II .....	97
7.05 - Arbitration .....	98
7.06 - Expedited Arbitration .....	99
7.07 - Time Limits .....	99
7.08 - No Reprisals .....	99
<b>Article VIII - Seniority Lists .....</b>	<b>99</b>
8.01 - Seniority Defined .....	100
8.02 - Seniority List Established .....	100
8.03 - Criteria for the Establishment of the Seniority List .....	100
8.04 - Day School Continuing Education Seniority List .....	101
8.05 - Criteria for the Establishment of the Day School Continuing Education Seniority List .....	102
<b>Article IX - Staffing Formula .....</b>	<b>102</b>
9.01 - Determining Requirements .....	102
9.02 - Staffing for Alternative Programs .....	104
9.03 - Sharing of Staffing Information .....	105
9.04 - Joint Board Staffing Committee (JBSC) .....	105
<b>Article X - Organizational Units and Positions of Responsibility .....</b>	<b>106</b>



10.01 - Organization Unit Structure and Allocation .....	106
<b>Article XI - Staffing Process .....</b>	<b>107</b>
11.01 - Redundancy Determined .....	107
11.02 - Surplus to the School .....	108
11.03 - Posting .....	111
11.04 - Voluntary Specific Site and Term Transfer Request .....	111
11.05 - Transfer of Staff Members without their Expressed Request .....	112
11.06 - Procedure for Staff Reduction .....	112
11.07 - Right of Recall .....	113
11.08 - Appointments of Teachers to Positions of Responsibility and Allowances .....	114
11.09 - Teachers Employed by the Board .....	117
11.10 - Posting of Teaching Positions and Positions of Responsibility .....	117
11.11 - Job Sharing.....	117
<b>Article XII - Leaves of Absence .....</b>	<b>118</b>
12.01 - Sabbatical Leave .....	118
12.02 - Leave for Personal Reasons .....	119
12.03 - Leave of Absence due to Lengthy Illness.....	119
12.04 - Leave of Absence (One year, one semester, part-time leave of absence) .....	120
12.05 - Leave of Absence for Unit President and/or Unit Release Officer(s) of OECTA... 122	
12.06 - Deferred Salary Leave Plan (formerly X/Y Leave of Absence).....	123
12.07 - Pregnancy/Parental Leave (Including Adoption) .....	125
12.08 - Special Time Off .....	127
12.09 - Bereavement Leave .....	128
12.10 - Special Leaves of Absence .....	129
12.11 - Return from Leave .....	129
12.12 - Special Leave Incentive Plan .....	129
12.13 - Family Medical Leave and <u>Critical Illness Leave</u> .....	130
<b>Article XIII - Teaching Conditions.....</b>	<b>130</b>
13.01 - Teaching Load .....	130
13.02 - Personnel Files .....	131
13.03 - Performance Appraisal.....	132

13.04 - Offence Declarations .....	133
13.05 - Credit Rescue and Credit Recovery .....	133
13.06 - Joint Professional Development Committee .....	133
13.07 - Faculty of Education Student Placement.....	134
13.08 - Credit Integrity.....	134
<b>Article XIV - Supervision.....</b>	<b>135</b>
14.01 - Uninterrupted Lunch.....	135
14.02 - On call Periods, Supervision Periods and Preparation Time .....	135
<b>Article XV - Other Matters .....</b>	<b>136</b>
15.01 - Association Fee.....	136
15.02 - Local Levy.....	136
15.03 - Printing and Distribution of this Agreement .....	136
15.04 - Just Cause .....	136
15.05 - Board Statement to Teachers .....	137
15.06 - Continuing Education.....	137
15.07 - The Adult Continuing Education Program .....	138
15.08 - Reopener Clause.....	139
15.09 - Letters of Understanding - Letters of Intent.....	139
15.10 - Freedom from Assault in the Workplace.....	139
15.11 - Denominational Rights.....	139
15.12 - Certified Teachers .....	139
15.13 - Temporary Administrative Assignments .....	140
15.14 - Replacing Teachers .....	140
15.15 - Union Representatives.....	140
15.16 - Trial Administrative Assignment.....	140
15.17 - Access to Information - Association.....	141
15.18 - Home Instruction .....	141
<b>SCHEDULE "A" .....</b>	<b>143</b>
<b>LETTER OF INTENT.....</b>	<b>145</b>
School Year .....	145
Teachers Assigned to Non-Credit Programs .....	146

#### LOCAL TERMS

Adult Continuing Education Program .....	147
E-Learning Credit Courses .....	148
Best Practices .....	149
<b>LETTER OF UNDERSTANDING .....</b>	<b>150</b>
No Hiring of Non Members.....	150
Member Education on Leaves.....	151
<b>Appendix I .....</b>	<b>152</b>

## Preamble

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

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

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

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

## Article I - Recognition

### **1.01 - Exclusive Recognition**

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

### **1.02 - Application**

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

### **1.03 - Definition of a Teacher**

"Teacher" shall mean a teacher as defined in the Education Act Part X.1, S.277.1:

Part X.1 teacher means a teacher employed by the Board to teach but does not include a supervisory officer, a principal, a vice-principal or an instructor in a teacher-training institution.

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

#### **1.04 - Composition of the Local Bargaining Unit**

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

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

#### **1.05 - Communication Between the Board and the Association**

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

#### **1.06 - Commitment to Catholic Education**

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

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

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

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

### **2.01**

- (1) This agreement shall be in effect on the first day of the 2019-2020 school year and continue in force until the 31<sup>st</sup> day of August, 2022.
- (2) No changes can be made to Part B of this Agreement without the mutual written consent of the parties; nor can any changes be made to Part B of this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- (3) No teacher shall be requested or required to perform the duties of any other teacher or employee of the Board who is engaged in a strike.
- (4) In the event that the school year begins prior to September 1, all applicable clauses including but not limited to those pertaining to experience, qualifications, leaves and remuneration, including Schedule A, shall be applied effective retroactively to the first day of the school year.

## **Article III - Management Rights**

### **3.01**

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

- b) has completed one year of employment with the Board, if the teacher has one or more years of experience, as a teacher in a secondary school in Ontario before commencement of employment with the Board.
- (3) It is expected that teachers will provide two months' notice of resignation for the purpose of retirement as verified by the Teachers Pension Plan.

## Article IV - Placement

### 4.01 - Evaluation of Qualifications

- (1) The placement of each teacher shall be in accordance with the statements of evaluation issued by the Qualifications Evaluation Council of Ontario (QECO) based on Programme 5.
- (2) Each statement shall be accompanied by the original QECO covering letter which describes the details of the rating. The original letter will be returned to the teacher.

### 4.02 - Experience

- (1)
  - a) Experience shall mean the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teachers' College or Faculty of Education while teaching on an occasional basis or on a continuous basis while employed as a Teacher with a school board constituted under the Education Act or an educational institution acceptable to the Board subject to paragraph (2), and shall be recognized in full to the nearest month as of September 1<sup>st</sup> of each year.
  - b) 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 leave as defined in the Employment Standards Act of Ontario; it will be suspended during all other leaves.
- (2) With respect to teachers of Business or Technical Studies with or without an Ontario Teacher's Certificate, their related trade, industrial or business experience will be recognized as provided below.

Effective September 1, 2000 teachers who hold a Certificate of Qualification in a trade under the Trades Qualification and Apprenticeship Act and who possess College of Teachers qualifications to teach technological studies courses will be granted one year of teaching experience for salary purposes for each year of trade experience

related to the subject to be taught and earned after trade certification but prior to employment with the Board. The courses eligible for the allowance are: Construction Technology, Manufacturing Technology, Technological Design, Transportation Technology, Communication Technology. The Board will determine the amount of trade experience to be credited.

#### **4.03 - Implementation**

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

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

#### **Preamble**

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

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

#### **5.01 - Salary Scales shall be in accordance with Part A, Article 2**



See Schedule "A".

## **5.02 - Method of Payment of Salaries**

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

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

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

## **5.03 - Transportation Allowance**

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

## **5.04 - Conference Allowance**

- (1) Where the Board requests teachers to attend special workshops, meetings, conferences, conventions or courses (excluding additional qualifications courses, such as Religious Education Part I, II and III operated by OECTA and OCSTA) outside the District of Sudbury as Board representatives, the Board shall reimburse the teacher's expenses upon receiving the appropriate receipts as required for:
  - a) registration fee
  - b) transportation costs as approved by the Director of Education or designate
  - c) accommodation costs upon submission of receipts up to:  
\$151.50 per day – effective September 1, 2019  
\$153.02 per day – effective September 1, 2020  
\$154.55 per day – effective September 1, 2021
  - d) per diem (receipts not required) of:  
\$50.50 effective September 1, 2019  
\$51.01 effective September 1, 2020  
\$51.52 effective September 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 expenses at the discretion of the Director of Education or designate.
- (3) The Board shall attempt to replace any teacher referred to in paragraph (1) with an occasional teacher.

Article VI – Benefits – In accordance with Part A, Central Terms, Article 3, 4, 7, 13, Letter of Agreement #5 and Letter of Agreement #13 of this Collective Agreement, and in addition the following:

**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 and 4 of this Collective Agreement, and in addition the following:

- (1) Teachers shall pay 100% of the premiums for the plan.
- (2) Article 12.03(2) and 6.07 apply to teachers on LTD.

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

A teacher on staff who is injured in the course of his/her duty and has had his/her claim approved by W.S.I.B. shall receive from the Board his/her regular gross salary, consisting of

W.S.I.B. award (advances) plus a top-up amount; the Board shall not make deductions from the employee's sick leave/STLDP days,

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

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

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

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

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. The full amount of the premiums for such coverage will be paid monthly by automatic bank withdrawals authorized by (voided) cheque.

## **6.08 - Early Retirement Incentive Plan**

### **Preamble**

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

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

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

### **6.09 - Liability Insurance**

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

**6.10 - Retiree Benefits** shall be provided in accordance with Part A, Central Terms, Article 7, Letter of Agreement #5 and Letter of Agreement #13 of this Collective Agreement, and in addition the following, until retirees move to the Employee Life and Health Trust, and subject to the terms of the ELHT:

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

understood that retired employees form a separate group with respect to administration, experience, and premium schedules.

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

**6.11 - Sick Leave Credit Gratuity** shall be in accordance with Part A, Central Terms, Article 5 and Letter of Agreement #1 of this Collective Agreement, and in addition the following:

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

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

11 years service, 12% x 1/200<sup>th</sup> of annual salary  
 12 years service, 14% x 1/200<sup>th</sup> of annual salary  
 13 years service, 16% x 1/200<sup>th</sup> of annual salary  
 14 years service, 18% x 1/200<sup>th</sup> of annual salary  
 15 years service, 20% x 1/200<sup>th</sup> of annual salary  
 16 years service, 22% x 1/200<sup>th</sup> of annual salary  
 17 years service, 24% x 1/200<sup>th</sup> of annual salary  
 18 years service, 26% x 1/200<sup>th</sup> of annual salary  
 19 years service, 28% x 1/200<sup>th</sup> of annual salary  
 20 years service, 30% x 1/200<sup>th</sup> of annual salary  
 21 years service, 32% x 1/200<sup>th</sup> of annual salary  
 22 years service, 34% x 1/200<sup>th</sup> of annual salary  
 23 years service, 36% x 1/200<sup>th</sup> of annual salary

24 years service, 38% x 1/200th of annual salary  
 25 years service, 40% x 1/200th of annual salary  
 26 years service, 42% x 1/200th of annual salary  
 27 years service, 44% x 1/200th of annual salary  
 28 years service, 46% x 1/200th of annual salary  
 29 years service, 48% x 1/200th of annual salary  
 30 years service, 50% x 1/200th of annual salary

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

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

- (d) All benefits provided under subparagraph (a) shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the teacher and the Board upon submission by the teacher to the Manager of Human Resources or designate, of written confirmation of the granting of a pension or a commuted value transfer by the Ontario Teachers' Pension Plan Board.

## Article VII - Grievance Procedure

### 7.01 - Definitions

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

### 7.02 - Solution of Problems Discussed at the Administrative Level

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

### 7.03 - Procedure for Individual Grievances



## STEP I

- (1) In the case of an individual grievance, the member or Local Bargaining Unit initiating the grievance shall make a written statement containing:
  - a) a description of how the alleged dispute is grievable as defined in clause 7.01 (1) (a);
  - b) the circumstances giving rise to the grievance, and the matter complained of;
  - c) the relief sought; and
  - d) the signature of the grieving member and of the duly authorized official of the Local Bargaining Unit, when applicable;

and deliver same to the Superintendent of Education or designate within fifteen (15) days of the meeting, under clause 7.02, should the Superintendent of Education have been contacted within fifteen (15) days of the occurrence.
- (2) The Superintendent of Education or designate shall reply in writing within 10 days following receipt of the signed grievance under paragraph (1) above. If prior to such reply, a meeting is desired by either the grieving member or the Board, such meeting shall be held between the grieving member who may be accompanied by a representative of OECTA and the Superintendent of Education or designate who likewise may be accompanied by another Board designate.

## STEP II

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

## STEP III

If the reply of the Director of Education is not satisfactory, OECTA may, within ten (10) days of the receipt of the reply, request in writing that the matter be referred to arbitration for

adjudication. In situations where the employment relationship is in jeopardy, OECTA may request, in writing, that the matter be referred to the Committee of the Whole Board.

If a satisfactory settlement is not reached at STEP I, OECTA may decide to refer the matter immediately to arbitration for adjudication.

#### **7.04 - Procedure for Policy and Group Grievance**

The following steps shall be taken by a party in the case of a policy or group grievance.

A policy or group grievance may be filed by either the Local Bargaining Unit or the Board and either party may decide at which step the procedure will begin.

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

##### **STEP I**

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

- (1) a description of how the alleged dispute is grievable as defined in clause 7.01 (1) (b) or (c);
- (2) the circumstances giving rise to the grievance, the matter complained of and the name of the teacher(s) involved;
- (3) the relief sought; and
- (4) the signature of the duly authorized official of the party making the grievance; and deliver same
  - a) to the Superintendent of Education or designate
  - b) to the President of the Local Bargaining Unit

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

##### **STEP II**

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

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

## **7.05 - Arbitration**

- (1) The party desiring Arbitration shall, within the time lines above, notify the other party in writing both of its desire to submit the grievance to arbitration and of its choice to submit the matter either to a single arbitrator or to a three-member Arbitration Board. The notice will also contain the name of the first party's nominee as single Arbitrator or its appointee to a three-member Arbitration Board. The recipient of the notice shall, within ten (10) days of receipt of the notice, inform the other party:
  - a) where a single Arbitrator has been requested, either that it accepts the other party's nominee or of the name of its own nominee.
  - b) where a three-member Board has been requested, the name of its appointee to such Board.

If single arbitration has been selected but the parties fail to agree within ten (10) days on the nominee, the appointment shall be made by the Minister of Labour on the request of either party. If the appointees to an Arbitration Board fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour at the request of either party. The single Arbitrator or the three-member Board, shall hear representations by the parties and/or representatives and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any member or members affected by it. The decision of majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs.

- (2) The Arbitrator or three-member Board shall not by decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.
- (3) It is anticipated that the single Arbitrator or three-member Board will make every effort to render its written decision thirty days from the date of the completion of the hearing of the grievance.
- (4) Cost of Arbitration:

The fees for a single Arbitrator, or a chairperson of a three-member Board, shall be shared equally by the parties. Each party shall bear the cost of its own appointee on a three-member Arbitration Board.

### **7.06 - Expedited Arbitration**

- (1) Notwithstanding the procedure above, either party may request access to Expedited Arbitration under Section 49 of the *Ontario Labour Relations Act*.
- (2) The names of the following Arbitrators shall serve as Chairs for a panel of arbitrators for the duration of the agreement:  
  
Richard Brown  
Nimal Dissanayake  
Robert Howe  
Brian Keller  
Susan Tacon
- (3) The parties are to canvass the above Arbitrators in rotation, beginning with the name following that of the last Arbitrator agreed upon, to determine the first Arbitrator who has an available date within 30 days to act as Chair of a Board of Arbitration. It is the responsibility of the parties to secure the attendance of their own nominee and counsel on the specified day.
- (4) Additional names may be added to the panel of arbitrators by mutual consent of the both parties to this agreement.

### **7.07 - Time Limits**

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

### **7.08 - No Reprisals**

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

### **Article VIII - Seniority Lists**

**8.01 - Seniority Defined**

- (1) As of September 1, 2001, seniority shall, for the purpose of this agreement in establishing priority among teachers who are employed by the Board and teaching at the secondary level with the Board, mean the length of time since the most recent effective start date as stated in the letter of offer of employment.
- (2) Seniority accumulated in the Local Bargaining Unit with the Sudbury Catholic District School Board prior to September 1, 2001 shall be recognized on the basis of the formula and seniority list applicable on August 31, 2001.
- (3) For the purpose of the tie breaker, "continuous employment" shall mean the continuous employment with the Board since the most recent effective start date in the Local Bargaining Unit where "continuous employment" shall include:
  - A) exchange teaching
  - B) loan to DND
  - C) Federation leaves
  - D) any and all leaves taken with the approval of the Board
  - E) leaves for lengthy illness

**8.02 - Seniority List Established**

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

**8.03 - Criteria for the Establishment of the Seniority List**

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

- a) where the teachers have the same seniority, the length of continuous employment with the Board from the the most recent effective start date with the Board as defined in article 8.01 shall be the first tie breaker to establish ranking;
- b) where the teachers have the same seniority under (2) (a) the order on the list shall be determined on the basis of total teaching experience with the Board or its predecessor boards; then,
- c) where teachers have the same seniority under (2) (a) and (b) the order on the list shall be decided upon the basis of total teaching experience in Ontario; then,
- d) where teachers have the same seniority under (2) (a) (b) and (c) the order on the list shall be decided upon on the basis of total teaching experience in Canada; then,
- e) where teachers have the same seniority under (2) (a) (b) (c) and (d) the order on the list shall be decided on the basis of QECO rating; then
- f) where teachers have the same seniority under (2) (a), (b), (c), (d) and (e) the order on the list shall be decided once by lot, unless necessary (e.g. QECO rating change), in the presence of the President of the Local Bargaining Unit or designate

#### **8.04 - Day School Continuing Education Seniority List**

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

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

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

## **Article IX - Staffing Formula**

### **9.01 - Determining Requirements**

- (1) Staffing projections at each school will be determined based on March 31st projected enrolments. The full year staffing complement at each school will be calculated at 98% of the March 31st projected enrolments. Staffing adjustments at each school will be made on the second Friday of the new school year using 98% of the actual enrolment numbers on that date, in consultation with the President of the Local Bargaining Unit and/or the Joint Board Staffing Committee. All information pertinent to determining staffing allocations shall be shared by both parties.

- (2) The minimum number of F.T.E. classroom teachers required at each school, except for the Self-Contained/Special Education/Life Skills/Comprehensive classes, shall be calculated according to the following formula:

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

Where:

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

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

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

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

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

(ii) Resource Allocation:

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

(iii) Self-Contained/Special Education Allocation:

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

(iv) Student Success Allocation:

- a) The target number of students per section in the student success programs/learning strategies/credit recovery will be sixteen (16) students.
- b) The number of Student Success Teachers assigned board wide to secondary schools shall be consistent with the Ministry of Education funding and allocation provided for this purpose.



- c) The Student Success Teacher(s) at each secondary school shall have a timetable that designates teaching periods as per Article XIII.
  - d) The Board shall send to the Local Bargaining Unit president a copy of the Annual Student Success Action Plan.
  - e) Prior to the new school year the student success teacher allocation at each school will be reviewed with the Local Bargaining Unit.
- (v) Guidance Allocation:
- There shall be five (5) Guidance teachers assigned in the system. Assignments to schools will be determined by the Superintendent of Education in consultation with the school principals. The assignment shall be reviewed by the Local Bargaining Unit.
- (vi) Additional Programming, (e.g. Native Studies, Alternative Schools Programs for Expelled and Suspended Students)
- The number of teachers assigned Board wide for these initiatives will be based on the Ministry funding provided for this purpose.
- (vii) The sum of staff allocations in Article 9.01 for each school shall be rounded up to the nearest fraction of an FTE teacher.
- (3) There shall be two (2) teacher librarians assigned in the system.
- (4) Additional teachers per school to be allocated by the Principal in consultation with the Superintendent of Education.

## **9.02 - Staffing for Alternative Programs**

- (1) Alternative programs shall include, but are not limited to, Dual-Credit Programs, School-College-Work Initiatives, E-Learning, Specialist High Skills Majors Programs, and Programs for Expelled and Suspended Secondary Students.
- (2) Secondary teachers shall be assigned, as per Article XI, at each secondary school, to alternative programs in consultation with the Joint Board Staffing Committee. Such assignments shall appear on teacher timetables and classes shall appear on student timetables.
- (3) All secondary school credits are granted by the Principal based on the evaluation of a member of the Secondary Teachers Local Bargaining Unit notwithstanding where they are delivered.

- (4) A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.
- (5) Should the Board decide to assign the designation of "position of responsibility" to teachers in the Alternative School/Program(s), the remuneration shall be as per the Program Leader's compensation in Article 11.08 (5).
- (6) The delivery of programs to students who have been suspended for a duration of six (6) to ten (10) and eleven (11) to twenty (20) instructional days and to students who have been expelled and who elect to participate in the Alternative School Program shall be the responsibility of the teachers assigned to the position of Alternative School/Program(s) for expelled and suspended students.

### **9.03 - Sharing of Staffing Information**

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

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

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

- a) The JBSC shall be composed of the three (3) representatives selected by the Board and three (3) representatives selected by Secondary Local Bargaining Unit and mutually agreed appropriate resource staff.
- b) Meetings shall be chaired alternately by the Board and the Local Bargaining Unit. Once the JBSC is established it shall be convened no later than September 30th, in each school year, for an initial meeting. Thereafter, the committee shall meet five (5) times annually, unless otherwise agreed to by the parties. An agenda for each meeting shall be prepared prior to any meeting.
- c) The Terms of Reference for the JBSC shall include, but not be limited to:
  - i) Monitoring the existing staffing model and consulting on the staffing process;
  - ii) Reviewing and discussing secondary school staffing data and making recommendations to the Director of Education/designate on the deployment of teachers to individual schools from staff allocated to the system;

- iii) Addressing other staffing and workload issues;
  - iv) Reviewing, sharing and consulting on the staffing and implementation of programs that include but are not limited to: Adult Continuing Education Program, Dual Credits, Specialist High Skills Majors, E-learning, Native Studies Programs, Credit Recovery, Alternative Education/Program for Expelled and Suspended Students, Laptop Program, and Student Success; and
  - v) Consulting on such other staffing issues as the JBSC agrees to.
  - vi) Sharing all relevant reports and data related to staffing and workload in a timely manner.
- d) In the event that the JBSC is unable to agree on a matter within its mandate, or to reach a decision on a timely basis, the provisions of this Collective Agreement otherwise apply.

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

## Article X - Organizational Units and Positions of Responsibility

### 10.01 - Organization Unit Structure and Allocation

- (1) Organizational Units in each secondary school, with the exception of St. Albert's Adult Learning Centre, will be led by a teacher designated as a Program Leader.
- (2) The complement of secondary school program leader positions shall be as follows: effective September 2010, the number of Program Leader positions to specific schools shall be based on the ratio of one (1) Program Leader for every one-hundred-eleven (111) students to a maximum of nineteen (19). The allocation of these positions to specific schools shall be based on the representation by population formula. These determinations shall be made by the Board by May 15.
- (3) a) The curriculum areas assigned to each Organizational Unit shall be chosen from the following list:

Religion	Modern Languages
English	Music
Mathematics	Art
Social Science	Guidance
Science	Technological Studies

Business	Computer Studies
Special Education	Family Studies
Drama	
Physical and Health Education (Academic/Co-Curricular, Extra Curricular)	

- b) Each school must have within one of its Organizational Units "Religion" as part of the title.
  - c) Each curriculum area listed above shall be assigned to an Organizational Unit in every school.
- (4) Prior to May 30th, the Principal, in consultation with the staff and the President of the Local Bargaining Unit will prepare a plan of Organizational Units outlining the curriculum areas in each Organizational Unit.

## Article XI - Staffing Process

### 11.01 - Redundancy Determined

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

## 11.02 - Surplus to the School

- (1) For the purpose of the staffing process, itinerant staff will be assigned 100% in the school where the majority of their teaching assignment occurs during the current school year.
- (2) In the event that a teacher's assignment during the current school year is equal between schools the teacher's school will be determined by lot.
- (3) A teacher surplus to the school shall be a teacher for whom no position (in accordance with Article 9.01) will be available in the present school in the upcoming school year. Where possible surplus will be declared based on the lesser of a teacher's contract time, 50% or 100%.
- (4) The Principal and Superintendent of Education will designate surplus teachers who shall thereafter be available for transfer (A.F.T.) by May 10<sup>th</sup>.
- (5) Seniority with the Board shall be the determining factor where, in declaring a teacher surplus to the school, skill professional training and qualifications are deemed to be satisfactory subject to the right of the Board to retain sufficient qualified teachers to meet program requirements.
- (6)
  - a) Before letters are issued declaring teachers surplus to the school, the Superintendent of Education or designate will review with the President of the Local Bargaining Unit and one other member of the executive, the Administration of Article 11.02.
  - b) Where there is to be an exchange of data that will be required for any meeting between the parties, the parties will meet for the express purpose of exchanging such data if requested by either party. Required explanations of the data will be given at this information session
- (7) Teachers employed on a permanent status who are declared surplus to the school will be offered, prior to May 31<sup>st</sup>, the position of the least senior teacher in the system who has a timetable for the upcoming school year which the surplus teacher is qualified to assume or will become so qualified at the time the appointment becomes effective. The Board will accommodate the senior AFT teacher in accordance with the following modalities:
  - i) The parties recognize the responsibility of the Board, as provided for in the Education Act and Regulations, to provide the best possible program for its students.

- ii) Inherent in providing the best possible program is the requirement to have courses for students taught by teachers who are qualified to do so.
- iii) It is recognized by the parties that there are exceptions to the strict application of the requirements of the Education Act and its Regulations with regard to the definition of teacher qualifications in specific subject areas. As a result, the following procedure shall apply at all times.
  - (a) Teachers who instruct in a course at the Intermediate level which is not specifically designated in the Regulation as requiring OCT (Ontario College of Teachers) credits are deemed to be qualified.
  - (b) Notwithstanding (iii)(a) above, in the following subject areas, in order to be assigned a timetable, teachers must possess the required qualifications or obtain the needed qualifications by the date the assignment is scheduled to begin:
    - Intermediate and Senior Science
    - Intermediate and Senior Mathematics
    - Intermediate and Senior Computer Studies
    - Intermediate and Senior French Immersion (including the Board competency test).
  - (c) Prior to declaring a teacher surplus/redundant, the Board and the Branch Affiliate shall meet to determine whether the situation can be mitigated in favour of a senior teacher by the restructuring of proposed timetables. If such is the case, the Parties will undertake to effect such timetable restructuring as is necessary to ensure that the surplus/redundant Teacher(s) is/are the most junior teacher(s) to the school and the system.
  - (d) The Board will make its best and every effort to offer to a teacher who is declared surplus/redundant a timetable in accordance with his/her seniority and qualifications, subject to Subsection (b).
  - (e) It is understood that there may not be sufficient available positions for all surplus teachers.
  - (f) A teacher who does not possess qualifications for at least 50% of the courses taught on the timetable, subject to section (a) herein, will commit to taking a course leading to the necessary qualifications when that course is next offered.
  - (g) The Employer recognizes that there may be circumstances that prevent a teacher from taking the course referred to in (f) when it is first offered, in which case the course will be taken at the next available opportunity. Any

dispute as to whether the circumstances referred to in this section are valid will be subject to arbitration under Article 7.06.

- (h) Where a teacher needs more than one course leading to the necessary qualifications, the teacher will commit to acquiring the necessary qualifications in a period of one academic term longer than the necessary course time, subject to (g) above. This provision will only apply in one instance for each subject area.
  - (i) The modalities outlined in (f) (g) and (h) do not apply to the subjects outlined in (b) above.
  - (j) For the purpose of the agreement, a teacher is deemed qualified in Social Science if qualified in one of the following areas: History, Geography, Individual in Society, People and Politics, World Religions and Law.
  - (k) For the purpose of this agreement, a teacher who is qualified in Business Studies is deemed to be qualified in Economics.
- iv) When adjustments are made to reflect actual enrolment, the staffing assignments shall be based on subject specific qualifications.
  - v) The Branch Affiliate shall be able to send representatives to participate in meetings, dealing with postings and the staffing process at the school and Board levels. The Association's participation in these meetings shall include making recommendations with the understanding that the final decision shall remain with the school Principal or the Superintendent of Education or designate as the case may be. It is further understood that the Local Bargaining Unit will be informed of all such meetings and retains the sole right to name teacher representatives to such meetings. The Local Bargaining Unit shall inform the Board in writing of the name of the representative chosen to attend these meetings.
- (8) The teacher so displaced in Article 11.02 (7) shall be declared surplus. Surplus teachers who have not obtained a position by May 31<sup>st</sup> will be declared redundant subject to the right of recall.
  - (9) Prior to effecting the displacement process outlined in 11.02 (7), the parties agree to meet and consider alternatives in order to minimize its impact.
  - (10) Notwithstanding the redundancy declaration date in article 11.01(2) and the surplus declaration dates referred to in articles 11.02(4), (7) and (8), these timelines may be extended by mutual consent of the Board and the Local Bargaining Unit.

### 11.03 - Posting

- (1) All vacancies in secondary schools for the following school year will be posted periodically between April 15<sup>th</sup> and the 3<sup>rd</sup> working day in June. Applications for the posted positions will be received until the 4<sup>th</sup> working day following the date of the posting. Applications will be supported by evidence of required qualifications. Vacant positions remaining after June 3<sup>rd</sup> and new vacancies occurring after June 3<sup>rd</sup> will be posted prior to June 30<sup>th</sup> and for a period of 4 working days.
- (2) Vacancies in semestered schools will be posted periodically between December 1<sup>st</sup> and the third working day in January for vacancies in the second semester. Applications for the posted positions will be received until the 4<sup>th</sup> working day following the date of the posting. Applications will be supported by evidence of required qualifications.
- (3) All first and newly created positions in secondary schools occurring at other times than those listed above during the present school year, will be posted in secondary schools as they arise, plus one subsequent domino posting.
- (4) Posted positions and/or resulting vacancies will be filled thereafter in the following order based on seniority and qualifications:
  - a) Secondary teacher(s) A.F.T. and teachers employed in the Secondary panel who are not redundant.
  - b) Secondary teachers declared redundant within the Local Bargaining Unit.
  - c) Teachers on the Secondary recall list (as per Article 11.07)
  - d) In the event that a posted position and/or resulting vacancy remains vacant at the secondary level, where qualifications, abilities and skills are equal, preference shall be given to teachers teaching Day School Continuing Education credit courses who have applied to the posting.
  - e) Teachers from outside the Secondary Local Bargaining Unit.
- (5) All postings and vacancies shall be forwarded via Board email to the Unit President and Bargaining Unit members.

### 11.04 - Voluntary Specific Site and Term Transfer Request

- (1) Upon written application prior to March 31st of any school year a teacher may request a specific site and term transfer for the following school year or a portion thereof (semester). Such requests shall not be for a period of longer than two (2) school years. The Board shall consider all requests made pursuant to this article in consultation with



the Local Bargaining Unit and prior to initial surplus declarations as per Article 11.02 of this agreement. Such transfer shall only take effect with the express approval of the teacher making the application, the Board, and the Local Bargaining Unit. Furthermore, it is understood that a teacher transferred pursuant to this Article retains the option of return to the originating school and position, within the same subject area and discipline, subject to the criteria of the staffing process.

- a) In the case of a single semester transfer, written notice is given by the teacher to the Board and the Local Bargaining Unit not later than November 30th in the case of a second semester and not later than March 31st in the case of a first semester transfer.
  - b) In the case of a full one or two school year transfer, written notice is given by the teacher to the Board and the Local Bargaining Unit by March 31st of the year in which the applied for term finishes.
- (2) Notwithstanding the above the term of transfer to a specific site may be extended if it is agreed between the teacher affected, the Board and the Local Bargaining Unit.

#### **11.05 - Transfer of Staff Members without their Expressed Request**

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

#### **11.06 - Procedure for Staff Reduction**

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

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

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

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

teacher will be offered a choice of positions available for which he/she is qualified or will be so qualified at the time the appointment becomes effective.

- b) If a teacher on the recall list accepts a part-time position because a full-time position is not available, that teacher shall be offered the first full-time position that becomes available for which the teacher is qualified, or will be so qualified at the time the appointment becomes effective.
- (4) "Continuous Employment" will not increase for the period of time a teacher is on the recall list. For the purposes of Article 8.01, a teacher recalled from the "recall list" shall maintain their effective start date as if they had not been declared redundant.
- (5) Once a teacher is rehired all seniority and benefits will be restored.
- (6) If a teacher claims to be unable to accept a position at the time of recall due to illness, the Board at its discretion shall have the right to have the teacher examined by a doctor selected by the Board.
- (7) Teachers shall be on the recall list for a period of seven (7) years from the date of termination of employment under Article 11.06. This includes the 2 additional years as per Part A, Central Terms, Article 12 of this Collective Agreement.

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

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

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

- (1) Program Leader Positions:
  - (a) All positions of responsibility for Organizational Units shall be posted in accordance with Article 11:03.
  - (b) Appointment of teachers to positions of Program Leader shall be for a period of one year. If a position becomes vacant during the year, it shall be posted and filled for the remainder of the term.

- (c) Teachers appointed as Program Leader of an Organizational Unit in a specific school must be assigned a teaching timetable in that school in each semester of that school year.
- (d) Notwithstanding paragraphs (a), (b), (c) however, the appointment of teachers as Program Leaders in charge of Organizational Units does not prevent them from being affected by the normal application of the provisions of Articles 11:01, 11:02, 11:07 (Redundancy, Surplus and Recall Provisions).
- (e) Teachers who are employed as Program Leaders shall receive a responsibility allowance as follows:

Effective September 1, <u>2019</u>	<u>\$5,319.39</u>
Effective September 1, <u>2020</u>	<u>\$5,372.58</u>
Effective <u>September 1, 2021</u>	<u>\$5,426.31</u>

(2) Co-ordinator/Consultants Positions:

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

Effective September 1, <u>2019</u>	<u>\$6,003.46</u>
Effective September 1, <u>2020</u>	<u>\$6,063.49</u>

Effective September 1, 2021\$6,124.12

## (3) Teacher in Charge

- (a) The parties recognize that, from time to time, school administrators (Principal/Vice-Principal) may be absent temporarily from their duties. To accommodate these situations, a teacher(s) may be designated as a "Teacher In Charge" at a school. It is understood that this clause does not necessarily mean that the Teacher in Charge has been assigned these duties on every occasion that the Principal or Vice-Principal is away from the school, but only on those occasions where the duties have been specifically assigned.
- (b) No teacher shall be assigned without his/her consent.
- (c) A Teacher in Charge will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.
- (d) "Teacher in Charge" shall be compensated according to the following daily rate when specifically assigned:

Effective September 1, <u>2019</u>	<u>\$81.60</u>
Effective September 1, <u>2020</u>	<u>\$82.41</u>
Effective <u>September 1, 2021</u>	<u>\$83.24</u>

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

- (e) The Teacher in Charge shall not participate in the evaluation or disciplining of teachers, including occasional teachers, or any other Board employee in the school.
- (f) The Teacher in Charge shall be provided with the emergency contact numbers of the Principal, Vice-Principal(s) and Superintendent. The Teacher in Charge shall be informed of the administrator that is available through his/her contact number while there is no administrator in the school.
- (g) The services of a Teacher in Charge may only be called upon when the school administrator(s) (Principal/Vice-Principal(s)) are absent from the school for a period of ten (10) consecutive days or less.

- (h) The Teacher in Charge may be replaced by an occasional teacher. The parties shall jointly develop a protocol to ensure that the students will not be unsupervised as a result of a teacher acting in the role of Teacher in Charge.
- (i) The Teacher in Charge must be informed immediately when there are no administrators in the school.
- (j) Teachers in Charge shall receive at least one-half (1/2) day of in-service on a school day no later than September 30th.

### **11.09 - Teachers Employed by the Board**

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

### **11.10 - Posting of Teaching Positions and Positions of Responsibility**

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

### **11.11 - Job Sharing**

- (1) The Board agrees to a job sharing plan.
- (2) Applications for such sharing must be made by May 31st and will be subject to the approval of the Director of Education or designate.
- (3) The portion of the position which is vacated, will be posted and filled according to the provisions of Article 11.03.
- (4) Sick leave credits shall be pro-rated according to the instructional time of the applicant.
- (5) The date of return to full-time teaching shall be specified at the time of application to job-sharing and shall not be less than one school year.

- (6) Each teacher involved in job sharing shall accumulate seniority as if the teacher were teaching full-time for a complete year.
- (7) The two teachers shall count as one teacher for the purpose of staffing.
- (8) The Board's contribution for teachers enrolled in the Board's Group Benefit Plan will be pro-rated according to the percentage of teaching time.

## Article XII - Leaves of Absence

### 12.01 - Sabbatical Leave

- (1) The Board wishes to recognize members of its teaching staff who are giving outstanding service and offer them an opportunity for enrichment which in turn will benefit the school system. The Board reserves the right to determine if such leave is in the best interest of the school system and the decision of the Board in this regard is final.
- (2) A Sabbatical Leave may be granted for the following purposes: Education study, research or enrichment.
- (3) The duration of the Sabbatical Leave shall not be for more than one school year and shall not involve more than one academic year.
- (4) In order to qualify for Sabbatical Leave, a teacher shall have been employed by the Board in continuous service for not less than seven (7) years.
- (5) Selections will be made on the basis of the value of the Sabbatical Leave to the Board.
- (6) Application for Sabbatical Leave must be by written request (forms available) and be forwarded to the Director of Education prior to January 15th of any year to receive consideration. A request for Sabbatical Leave must have the approval of the Director of Education and such leave must be granted by resolution of the Board.
- (7) A teacher who has already been granted a Sabbatical Leave may apply for another Sabbatical Leave after a seven year period.
- (8)
  - a) A teacher who accepts a Sabbatical Leave must remain with the Board for three (3) years after returning from leave. Such a commitment shall be in writing.
  - b) A teacher who does not remain in the employ of the Board for three (3) years after returning from the leave shall pay to the Board 33% of the salary received during the leave for each year fewer than three that he/she does not remain in the employ of the Board.

- c) A teacher who has benefitted from Sabbatical Leave and suffers a disability or illness which prevents him/her from performing his/her duties, will be expected to fulfill the conditions of this agreement as set out in the above paragraph upon resumption of his/her duties.
- (9) A teacher on Sabbatical Leave shall receive the following benefits:
- a) Seventy percent exclusive of salary allowances for additional responsibilities.
  - b) All salary adjustments, increments and medical benefits, in accordance with Part A Central Terms, Article 7.
  - c) Unless changes have occurred which would alter the teacher's ability or personal commitment to assume the responsibilities he/she had prior to his/her Sabbatical Leave, a teacher upon his/her return will be subject to Article 12.11.

## **12.02 - Leave for Personal Reasons**

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

## **12.03 - Leave of Absence due to Lengthy Illness – shall be in accordance with Part A, Article 3 and in addition to the following:**

- (1) A teacher who becomes seriously ill and is forced to use all of his/her current sick leave days and short-term leave and disability plan days (STLDP), may request a leave of absence from the Board prior to the expiration of his/her STLDP.
- (2) A teacher who applies for Long Term Disability Benefits shall be deemed to be on a leave of absence for Lengthy Illness as of the date upon which he/she becomes entitled to receive such benefits.



- (3) If such a leave is requested by the teacher, the Board shall grant a leave of absence for either:
  - a) the remainder of the school year in which the leave was requested, or
  - b) the remainder of the school year, plus the following three (3) school years, or
  - c) any other length of time that is mutually agreeable to both the Board and the Teacher.
- (4) Upon the expiration of the leave, a teacher must advise the Board in writing of his/her ability to resume his/her teaching duties.
- (5) In all cases, the Board at its discretion shall have the right to have the teacher examined by a doctor selected by the Board.
- (6) Sick leave/STLDP days and experience will not accumulate during the time spent on this leave.
- (7) A member on LTD leave retains his/her employment status with the Board throughout the period of the leave as defined in article 12.03(3), and maintains the right of a member under the terms of the Collective Agreement.
- (8) A member on LTD leave of absence or absence due to lengthy illness shall continue to accumulate seniority at the same rate as if he/she were not on leave.
- (9) Any member on LTD leave of absence or absence due to lengthy illness shall be subject to the provisions of Article XI during the period of the leave.

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

- (1)
  - a) A leave of absence without pay for one year may be granted by the Board to teachers who have submitted a written request to the Director of Education prior to March 31 of the year in which the leave is to commence.
  - b) A leave of absence without pay for one semester may be granted by the Board to teachers who have submitted a written request to the Director of Education prior to November 30<sup>th</sup> if the leave is to commence Semester II or prior to March 31<sup>st</sup> if the leave is to commence Semester I of the following year.
  - c)
    - i) A teacher with a full-time assignment who, prior to March 31st, requests a part-time leave commencing the following school year may have the leave request granted by the Director of Education or designate.

- ii) A teacher with a full-time assignment who, prior to March 31<sup>st</sup>, requests a part-time leave for the first semester commencing the following school year or who, prior to November 30<sup>th</sup>, requests a part-time leave for the second semester of the current school year may have the leave request granted by the Director of Education or designate.
  - iii) A teacher who requests and is granted a part-time leave for a specified period will return to a full-time assignment at the end of the leave, subject to Article XI.
  - iv) A teacher may apply prior to the deadlines in i) and ii) above for an extension to the teachers part-time leave and such extension will be considered subject to staffing requirements.
- d) Changes in the terms of a leave of absence under this Article may be made only by the mutual consent of the teacher, association and the Board. Changes must be in writing and conform with the requirement of this Collective Agreement.
- (2) Leaves of absence shall be granted to teachers on the basis of their seniority with the Board and the date of their request.
- (3)
  - a) Written acceptance or denial of the teacher's request for a one year leave of absence or one year part-time leave of absence with explanation, will be forwarded to the teacher by April 30<sup>th</sup> in the school year the original request is made.
  - b) Written acceptance or denial of the teacher's request for a semester leave or a one semester part-time leave of absence, with explanation, will be forwarded to the teacher by December 15<sup>th</sup> for a semester II leave or by April 30<sup>th</sup> for a semester I leave.
- (4) A teacher returning from a one year, one semester or part-time leave of absence will be subject to article 12.11.
- (5) Sick leave/STLDP days and experience will not accumulate during the time spent on this leave.
- (6) Once a request is granted, the teacher will be obligated to take his/her leave of absence unless mutually agreed upon by the teacher, the Board and the local bargaining unit.
- (7) Notwithstanding the application deadlines in this article, applications received beyond the above stated deadlines, may be considered by mutual consent of the Board and the local bargaining unit.

- (8) Any leave approved under this article shall be reflected by an equivalent adjustment in the FTE positions relevant to Articles 11.01, 11.02, 11.03, except for leaves approved after September 1 for semester II.

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

- (1) The local bargaining unit will have the option of selecting one of the following plans:
- a) Upon giving reasonable advance notice to the Director of Education, a maximum leave of absence of ten (10) days during the school year with the replacement cost of the teacher on leave to be reimbursed by the Local Bargaining Unit at the current occasional teacher daily rate; or
  - b) a percentage of release/leave time for the unit president and/or unit release officer(s) as determined by the local bargaining unit.
  - c) Regarding the release/leave time allocation for the Unit President's and/or unit release officer(s)'s leave in b), the teaching assignment of the president and/or unit release officer(s) shall be determined in consultation with the Superintendent and the Unit President and will be subject to the staffing process. The President and/or unit release officer(s) shall accumulate full seniority during the duration of the leave.
- (2) When the local bargaining unit selects plan (b) above, it will notify the Director of Education or designate of its percentage of total release/leave time and the allocation thereof to the Unit President's and/or unit release officer(s)'s release prior to April 1<sup>st</sup> in the year of the leave in order to qualify for the plan.
- (3) The total cost of the salary and benefits of the Unit President and/or unit release officer(s) on leave under paragraph (1) (b), plus any additional President's allowance approved by the Bargaining Unit of the Teacher on Leave will be reimbursed in full to the Board by the Local Bargaining Unit.
- (4) In the event that the Unit President or unit release officer(s) is unable to perform their duties for a period of more than twenty (20) consecutive school days due to injury or illness, the Unit may appoint another teacher as Interim President or unit release officer until the President or unit release officer is able to return to his/her duties.
- (5) The Board shall grant a leave to the teacher named by the Association as Interim President or unit release officer during the period of the appointment noted in 12.05 (4).
- (6) A teacher returning from an Association leave has a right to be reassigned to the same school as the teacher last taught in and in the same subject area, subject to Article XI.

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

### **(1) Description**

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

### **(2) Application**

- a) A teacher must make written application to the Director of Education on or before February 28<sup>th</sup> for plans beginning in September, and on or before December 1<sup>st</sup> for plans beginning semester II requesting permission to participate in the Plan.
- b) Written acceptance or denial of the teacher's request, with explanation, will be forwarded to the teacher by May 25<sup>th</sup> for plans beginning in September and by January 10<sup>th</sup> for plans beginning semester II.
- c) If applications permit, the Board will accept a maximum of 3% of their present teaching staff as of September 1<sup>st</sup>, of the current school year. Leaves will be granted on the basis of seniority.

### **(3) Payment Formula**

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

### **(4) Position on Completion of the Leave**

- a) On return from leave, a teacher will be subject to Article 12.11.
- b) Sick leave/STLDP days shall be in accordance with Part A, Central Terms, Article 3 and experience will not accumulate during the semester/year spent on leave.

- c) No one will be granted a leave under this Plan who has been on a Sabbatical Leave and has not fulfilled all of the requirements of their previous leave.
- d) Teachers declared redundant while participating in the Plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned in the account described in 4 (b). Repayment shall be made within sixty (60) days of the withdrawal from the Plan.
- e) Pension deductions are to be continued as provided by the Teacher's Pension Plan Act.
- f) A teacher may withdraw from the Plan any time prior to February 28<sup>th</sup> for leaves commencing in September and prior to November 15<sup>th</sup> for leaves commencing semester II or a mutually agreed upon date. Upon withdrawal, any monies plus interest accumulated in the account described in 3 (b) will be repaid to the teacher within sixty (60) days of notification of his/her desire to leave the Plan.
- g) In the event that a suitable replacement cannot be found for a teacher who has been granted a leave, the Board may defer the leave for a mutually agreed upon time period by so advising the teacher prior to February 28<sup>th</sup> for leaves commencing in September and prior to November 15<sup>th</sup> for leaves commencing semester II or a mutually agreed upon date. In this instance, a teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated in the account, described in 3 (b), to the date of withdrawal. In the latter case, payment shall be made within sixty (60) days of the date of withdrawal.
- h) A teacher in this plan may defer the leave for a mutually agreed upon time period by so advising the board prior to February 28<sup>th</sup> for leaves commencing in September, and prior to November 15<sup>th</sup> for leaves commencing semester II or a mutually agreed upon date.
- i) Should a deferral result in a leave being taken past the leave period of the Plan, any monies accumulated by the termination date of the Plan, will continue to accumulate interest until the leave is granted.
- j) All teachers wishing to participate in the Plan shall be required to sign the necessary form(s) supplied by the Board before final approval for participation is granted.
- k) Should a teacher die while participating in the plan, any monies plus interest accumulated, in the savings account mentioned in Article 12.06 c) ii), at the time of death, will be paid to the teacher's estate.

- I) In accordance with Canada Revenue Agency guidelines the teacher must return to employment with the Board for the same duration as the leave period.

**12.07 - Pregnancy/Parental Leave (Including Adoption)** shall be in accordance with Part A, Central Terms, Article 14 and Letter of Agreement #9 of this Collective Agreement, and in addition the following:

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

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

- (12) Receipt of paid sick leave shall not affect a teacher's entitlement to SEB benefits pursuant to the Pregnancy/Parental/Adoption Leave Article for those portions of her pregnancy leave for which she is not in receipt of paid sick leave.
- (13) Early Return - A teacher may terminate a pregnancy/parental/adoption leave and return to work upon providing the Board with two (2) weeks written notice.
- (14) Child Care Leave for Medical Reasons - Upon request a teacher shall be given an unpaid child care leave for medically approved reasons for the child for up to two (2) years. The Board at its sole discretion may approve an extension of such leave up to the child's third (3<sup>rd</sup>) birthday.

**12.08 - Special Time Off** shall be in accordance with Part A, Central Terms, Article 7 and Letter of Agreement #5

All teachers shall be permitted:

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



- (2) Special time off without salary deduction shall be granted for attendance at provincial executive or committee meetings of OECTA or OTF or as representatives of same at educational functions. The local bargaining unit shall reimburse the Board at the current occasional teacher daily rate per teacher if a supply teacher is called in. No single teacher may request or be granted more than fifteen (15) days in one academic year.
- (3) Special time off with salary deduction shall be permitted to a teacher who is required to appear before a court or tribunal as a party to the litigation.
- (4) Special time off without salary deductions and not subject to deduction from sick leave/STLDP in accordance with Part A, Central Terms, Article 16 (Paid Leaves of Absence) for exceptional circumstances such as a serious illness in the immediate family, for a period of up to three (3) days per year, may be granted upon the approval of the Director of Education or designate. Part-time teachers' entitlement and usage shall be pro-rated accordingly.
- (5) Special time off to a maximum of ten (10) days without salary deduction shall be permitted for a teacher who is required to fulfill the responsibilities of Chief Negotiator. This leave shall be permitted subsequent to the commencement of negotiations. The Bargaining Unit shall reimburse the board the sum of the current supply rate per diem per teacher if a supply teacher is called in.

### **12.09 - Bereavement Leave**

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

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

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

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

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

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

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

- (4) It is understood that the leaves under 12.09 (1), (2) and (3) above may not be taken if one week or more of a vacation period remains at the time of death.
- (5) one day maximum to attend the burial of a relative covered under paragraph (1) of this clause if the death has occurred during the winter months.
- (6) an additional day or days without deduction of salary may be granted for special circumstances such as excessive travelling as approved by the Director of Education or his/her designate.

### **12.10 - Special Leaves of Absence**

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

### **12.11 - Return from Leave**

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

### **12.12 - Special Leave Incentive Plan**

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

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

- (3) Only secondary school teachers with twelve (12) or more years of teaching service are eligible for this plan.
- (4) The Board reserves the right to limit the number of leave totals and the number of leaves per semester, to ensure viability of program.
- (5) A leave under this plan will only be approved if ultimately the overall cost of salary plus benefits of the replacement teacher plus the cost of the teacher on leave does not exceed the cost that the Board would have incurred had the teacher not taken the leave of absence.
- (6) Teachers will be notified in writing whether or not the leave has been approved on or prior to June 20 if the leave is for semester I and the latter of October 15th or upon completion of the September 30th staffing adjustments, if the leave is for semester II providing that teachers agree to waive the obligation under 11.03 (2) for second semester vacancies due to an absence approved under 12.12.
- (7) Teachers returning from a leave under this Plan shall return to the same school and, if applicable, to the same position of responsibility.
- (8) A teacher from the recall list hired as the replacement teacher maintains his/her right of recall to a permanent teaching position.

**12.13 - Family Medical Leave and Critical Illness Leave** shall be in accordance with Part A, Central Terms, Article 15 of this Collective Agreement, and in addition to the following:

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

Teachers returning from Family Medical leave and Critical Illness Leave shall be entitled to the same position held prior to the leave, subject to the staffing process.

## Article XIII - Teaching Conditions

### 13.01 - Teaching Load

- (1) The school Principal shall make every effort:
  - (a) not to schedule a teacher for (3) three consecutive teaching periods when teaching (3) three classes in a semester;
  - (b) to minimize the number of preparations required by a teacher.

- (2) Where practical and possible, teaching assignments for the upcoming school year will be made available before the end of the current school year. If changes are made during the summer, every effort will be made to notify the teacher of the change.
- (3) The teaching workload of each full-time teacher shall be 3 periods out of 4 periods each semester and these three periods will be scheduled during the regular instructional day. All teachers will have an unscheduled fourth period.
- (4) Notwithstanding the previous paragraph (3), a principal and/or the Board may request an exception for an alternate day (before and/or after school) program credit course and for a teacher workload imbalance for the delivery of this program credit course (e.g. Concert Band). Such exceptions must be agreed upon yearly no later than May 1st for the upcoming school year by all of the following parties: the school principal, the Superintendent of Schools, the teacher affected and the Local Bargaining Unit. A schedule of instruction will be agreed upon to ensure viability of the course and credit, and a modified supervision/on-call schedule will be agreed upon for the teacher.
- (5) If guidance teachers, Student Success Teachers or other teachers are requested by the principal or Board designate to work after the last school day in June and before the first school day in September, they shall do so on a voluntary basis and will not be compensated with equivalent time off during the school year.

### **13.02 - Personnel Files**

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

### 13.03 - Performance Appraisal

- (1) The Performance Appraisal of Experienced Teachers (PAET) and the Performance Appraisal and New Teacher Induction Program (NTIP), as defined by the legislation, shall be conducted in accordance with the Education Act, regulations 98/02, 99/02, and the Ministry of Education's Teacher Performance Appraisal Technical Requirements Manual 2010, New Teacher Induction Program – Induction Elements Manual 2010 and any of which may be amended from time to time. No additional domains, competencies and look-fors beyond those outlined in the Teacher Performance Appraisal document developed by the Institute for Catholic Education shall be used in the performance appraisal of a teacher
- (2) No member of the bargaining unit shall participate in the evaluation of another employee of the Board.
- (3) "Performance Appraisal" shall mean an assessment of a classroom teacher's performance by a Supervisory Officer of the Board and/or Principal, which will result in a written summative report which will be placed in a teacher's personnel file.
- (4) A pre-observation meeting will be held with the teacher to mutually discuss the focus of the classroom observation. This meeting will be held at least two (2) instructional days prior to the day of the classroom observation.
- (5) The classroom observation shall be conducted only after five (5) days' notice to the teacher involved. A post observation meeting will be held with the teacher to discuss the performance appraisal. This post observation meeting will be held within five (5) instructional days after the classroom observation.
- (6) The summative report shall be made available to the teacher at the earliest possible opportunity, but no later than twenty (20) instructional days from the date of the classroom observation. At the request of either the teacher or the principal, the parties shall meet within five (5) instructional days of the summative report to discuss the performance appraisal. A union representative can accompany the teacher and the principal may also invite a second party. Once completed, the appraisal form will be sent to the Superintendent for review and then placed in the teachers' personal file.
- (7) The Board recognizes that extracurricular activities are voluntary. Unless mutually agreed by the teacher being appraised and by the principal, vice-principal or supervisory officer conducting the performance appraisal, voluntary activities shall not be a part of the performance appraisal process.
- (8) The Board will provide a list of teachers in the performance appraisal year to the President of the Secondary Local Bargaining Unit by October 31st of each school year.

- (9) The Board shall notify the President of the Secondary Local Bargaining Unit of any teachers receiving a performance appraisal rating other than a "satisfactory" within five (5) days.
- (10) It is understood that a teacher's Annual Learning Plan (ALP) is an individual professional growth document. Consultation and collaboration related to the ALP shall take place in the method as defined by the Ministry of Education.
- (11) The parties agree to abide by the Memorandum of Agreement on Mentoring Guidelines, NTIP of September 2006 or any mutually agreed upon revisions.

#### **13.04 - Offence Declarations**

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

#### **13.05 - Credit Rescue and Credit Recovery**

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

#### **13.06 - Joint Professional Development Committee**

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

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

- (1) The Board agrees that Board-initiated staff development and in-service that Teachers are required to attend shall be provided during the instructional day and, where reasonable and practical, with a minimum of five (5) days notice.
- (2) There shall be established a Joint Professional Development Committee (the "PD Committee") composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Secondary Local Bargaining and mutually agreed appropriate resource staff.
- (3) The designated representative of each party shall chair meetings alternately. The PD Committee shall be convened no later than September 30, in each school year, for an initial meeting. The committee will draft its own terms of reference, which will include content and frequency of meetings. The parties shall meet at least three (3) times per year.
- (4) The PD Committee shall:
  - a) Address ways in which funds generated by the allocation in the Grants for Student Needs to enhance professional learning opportunities for teachers will be used.
  - b) Ensure that professional activities for teachers during Professional Activity Days are consistent with the learning goals identified in the Teachers' Annual Learning Plans.
  - c) Promote best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation in the schools of the Board and system-wide.
  - d) The Committee will provide advice and assistance to Board staff that are assigned responsibility for providing professional development to teachers and planning for such activities.

### **13.07 - Faculty of Education Student Placement**

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

### **13.08 - Credit Integrity**

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

## Article XIV - Supervision

### **14.01 - Uninterrupted Lunch**

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

### **14.02 - On call Periods, Supervision Periods and Preparation Time**

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

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

Part time teaching assignments will be prorated.

- (2) Teachers who have schedules that require travel between campuses and/or schools during the lunch period shall be exempt from supervision as intended in Article 14.02(1) above.
  - (3) Effective September 1, 2016, seven (7) minutes shall be added to the first instructional period of the day for a total of 82 minutes. The additional 7 minutes shall be used for opening exercises. These seven (7) minutes shall constitute part of the fifteen (15) minutes teachers are required to be in the school prior to commencement of classes under the Education Act. The additional 7 minutes shall not constitute supervision/on-call or instructional time. Any assigned supervision prior to the commencement of the first instructional period, such as but not limited to, bus duty, hall duty and/or yard duty, shall constitute supervision/on-call time for the purpose of the minutes of supervision/on-call maxima as set out in 14.02 (1).
  - (4) Teachers will be available for other forms of supervision only in emergency situations, that is where there are no other personnel reasonably available for supervision.
  - (5) No teacher shall be assigned a half-period on-call/supervision and lunch supervision on the same day.
  - (6) The frequency and number of minutes of supervision shall be assigned in a fair and equitable manner at each school.



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

## Article XV - Other Matters

### **15.01 - Association Fee**

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

### **15.02 - Local Levy**

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

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

### **15.03 - Printing and Distribution of this Agreement**

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

### **15.04 - Just Cause**

- (1) No teacher shall be discharged or otherwise disciplined without just cause.

- (2) The Board shall provide the teacher with written notice of termination of employment.
- (3) Such notice shall state the reason(s) for termination.
- (4) Such notice shall be sent to the teacher's last known address by registered mail or via hand delivery.
- (5) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article 11.01 of the collective agreement.

#### **15.05 - Board Statement to Teachers**

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

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

#### **15.06 - Continuing Education**

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

- (2) Summer School credit courses shall be delivered by Bargaining Unit members and posted as per Article 11.03(4).

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

- (1) For the purpose of this program, an adult is defined as a person who is 21 years of age or older. The Adult Continuing Education Credit Program provides adults with the opportunity to complete the requirements of an OSSD or to earn credits for personal or work related reasons.
- (2) A teacher(s) will be hired for the Program in accordance with The Act and regulations and as per Articles 8.04 and 8.05 subject to the right of the Board to retain sufficient qualified teachers to meet program requirements. All terms and conditions of this Collective Agreement that apply to Continuing Education teacher(s) will apply to teachers in the Program.
- (3) A teacher employed in the Program will be paid at the following hourly rate: Effective 1<sup>st</sup> day of 2019-2020 school year: \$45.08, plus 4% vacation pay; Effective 1<sup>st</sup> day of 2020-2021 school year: \$45.53, plus 4% vacation pay; Effective 1<sup>st</sup> day of 2021-2022 school year: \$45.98, plus 4% vacation pay;
- (4) For greater certainty, teachers who teach credit courses to students under 21 years of age in the alternative program are not continuing education teachers, and are covered by all terms and conditions of this Collective Agreement.
- (5) A teacher employed in the Program shall be entitled to Sick Leave/Short-Term Leave and Disability Plan in accordance with Part A, Central Terms, Article 4 of this collective agreement.
- (6) A teacher employed in the program shall be entitled to bereavement leave of absence under Article 12.09 Bereavement Leave.
- (7) Any new or vacant posted Adult Continuing Education Program positions that become available will be filled in the following manner:
  - a) by seniority and qualification from the Day School Continuing education Seniority List established in Articles 8.04 and 8.05
  - b) qualified secondary teachers declared redundant or on the recall list within the Local Bargaining Unit
  - c) qualified teachers declared redundant within the Board
  - d) qualified teachers from outside the Board
- (8) In the event of a layoff or non-renewal of an Adult Continuing Education teacher contract, as per Articles 15.07, 15.08, 8.04 and 8.05, due to declining enrollment or the

suspension/cancellation of the Adult Education Program, the Board shall place the affected teacher on the Occasional Teachers' "B List", subject to the Board's rights under Article 3.01.

#### **15.08 - Reopener Clause**

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

#### **15.09 - Letters of Understanding - Letters of Intent**

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

#### **15.10 - Freedom from Assault in the Workplace**

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

#### **15.11 - Denominational Rights**

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

#### **15.12 - Certified Teachers**

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

**15.13 - Temporary Administrative Assignments** shall be in accordance with Part A, Central Terms, Letter of Agreement #4 and in addition the following:

- (1) The Board may assign to a teacher the duties of an Administrator (Principal/Vice-Principal) for a temporary period of time not to exceed the balance of the current semester.
- (2) Any extension of an individual teacher's placement in such assignment may only be made with the approval of the Local Bargaining Unit.
- (3) No teacher shall be assigned the duties of an administrator without his/her consent.
- (4) Acceptance by the teacher of such temporary duties shall not interrupt the accumulation of seniority rights under the provisions of this collective agreement.
- (5) All other provisions of this collective agreement shall apply to the teacher during such period of temporary assignment, including the deduction and payment of OECTA dues.
- (6) Any teacher assigned such duties shall not participate in the evaluation of any member of this bargaining unit.
- (7) The Board agrees to replace a teacher who accepts a Temporary Administrative Assignment for a period of time as described in 15.14(1) and (2) with an occasional teacher.

**15.14 - Replacing Teachers**

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

**15.15 - Union Representatives**

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

**15.16 - Trial Administrative Assignment**

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

- (2) A teacher who so wishes may resign from the administrative position with two (2) weeks' notice.

#### **15.17 - Access to Information - Association**

- (1) The Board shall attempt to provide by October 31 but no later than November 30 and by March 10 but no later than April 10 to the President of the Local Bargaining Unit, the qualifications, experience, annual salary and manner of calculation of the annual salary of each Teacher.
- (2)
  - a) By September 30 but no later than October 31 of each year, the Board shall attempt to provide the President of the Local Bargaining Unit with an up-to-date directory containing the school location, home mailing address and home phone number for each member covered by this Collective Agreement. An attempt will be made to provide an update to this list by October 31 and March 30.
  - b) The Association will use the employees' personal information for bona fide purposes within its duty as the collective bargaining representative of the employees and it will act as the custodian of the employees' interests.

#### **15.18 - Home Instruction**

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

Notwithstanding the above, the parties agree to the following:

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

In witness whereof, the parties hereto have caused this Agreement to be signed in their respective name by their respective representatives thereunto duly authorized as of this 16<sup>th</sup> day of June 2020.

The Sudbury Catholic District School Board

A stylized, handwritten signature in dark ink, appearing to be 'MB' with a large loop and a horizontal stroke extending to the right.

Michael Bellmore  
Chairperson

The OECTA Secondary Teacher's  
Local Bargaining Unit

A handwritten signature in dark ink, appearing to be 'M. De Poli' in a cursive style.

Maurizio De Poli  
President, OECTA Sudbury

A handwritten signature in dark ink, appearing to be 'Joanne B  nard' in a cursive style.

Joanne B  nard  
Director of Education

## SCHEDULE "A"

Shall be in accordance with Part A, Central Terms, Article 2

Effective September 1, 2019

Year	A1	A2	A3	A4
0	47,067	48,637	53,726	56,809
1	49,851	51,800	57,337	60,822
2	52,635	54,968	60,944	64,830
3	55,419	58,132	64,554	68,846
4	58,204	61,301	68,163	72,854
5	60,987	64,468	71,773	76,867
6	63,770	67,632	75,381	80,879
7	66,556	70,800	78,994	84,891
8	69,340	73,962	82,604	88,900
9	72,126	77,129	86,214	92,913
10	74,911	80,294	89,820	96,923
11	77,691	83,462	93,430	100,936

Effective September 1, 2020

Year	A1	A2	A3	A4
0	47,538	49,123	54,263	57,378
1	50,349	52,318	57,910	61,430
2	53,161	55,518	61,554	65,478
3	55,973	58,713	65,200	69,534
4	58,786	61,914	68,845	73,583
5	61,597	65,113	72,490	77,636
6	64,408	68,308	76,135	81,688
7	67,222	71,508	79,784	85,739
8	70,033	74,702	83,430	89,789
9	72,847	77,900	87,076	93,842
10	75,660	81,097	90,719	97,892
11	78,468	84,297	94,364	101,946



Effective September 1, 2021

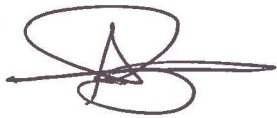
Year	A1	A2	A3	A4
0	48,013	49,614	54,806	57,951
1	50,853	52,841	58,489	62,045
2	53,693	56,073	62,169	66,133
3	56,533	59,300	65,852	70,229
4	59,374	62,533	69,533	74,319
5	62,213	65,764	73,215	78,412
6	65,052	68,991	76,897	82,504
7	67,894	72,223	80,582	86,597
8	70,733	75,449	84,264	90,687
9	73,576	78,679	87,946	94,780
10	76,416	81,908	91,626	98,871
11	79,253	85,140	95,308	102,965

## LETTER OF INTENT

### **School Year**

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

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



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Michael Bellmore  
Chairperson  
Sudbury Catholic District School Board




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Maurizio De Poli  
President  
O.E.C.T.A. Secondary Teachers' Local  
Bargaining Unit

## LETTER OF INTENT

### **Teachers Assigned to Non-Credit Programs**

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



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Michael Bellmore  
Chairperson  
Sudbury Catholic District School Board



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Maurizio De Poli  
President  
O.E.C.T.A. Secondary Teachers' Local  
Bargaining Unit

## LETTER OF INTENT

### **Adult Continuing Education Program**

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



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Michael Bellmore  
Chairperson  
Sudbury Catholic District School Board



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Maurizio De Poli  
President  
O.E.C.T.A. Secondary Teachers' Local  
Bargaining Unit

## LETTER OF INTENT

### **E-Learning Credit Courses**

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



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Michael Bellmore  
Chairperson  
Sudbury Catholic District School Board



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Maurizio De Poli  
President  
O.E.C.T.A. Secondary Teachers' Local  
Bargaining Unit

## LETTER OF INTENT

### Best Practices

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

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

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



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Michael Bellmore  
Chairperson  
Sudbury Catholic District School Board



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Maurizio De Poli  
President  
O.E.C.T.A. Secondary Teachers' Local  
Bargaining Unit

## LETTER OF UNDERSTANDING

### **No Hiring of Non Members**

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



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Michael Bellmore  
Chairperson  
Sudbury Catholic District School Board



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Maurizio De Poli  
President  
O.E.C.T.A. Secondary Teachers' Local  
Bargaining Unit

## Letter of Understanding

### Member Education on Leaves

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



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Michael Bellmore  
Chairperson  
Sudbury Catholic District School Board



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Maurizio De Poli  
President  
O.E.C.T.A. Secondary Teachers' Local  
Bargaining Unit



## Appendix I

### (Compensation and Health Benefits Attachments) OECTA SECONDARY TEACHERS

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

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

If you wish additional information or clarification in the matter of benefits entitlement, your contacts are:

1. OTIP (re: extended health, dental and life insurance benefits)  
Telephone: 1-866-783-6847
2. LifeWorks (Employee and Family Assistance Program)  
Telephone: 1-877-207-8833 Website Info: [www.lifeworks.com](http://www.lifeworks.com)
3. OTIP (Long Term Disability)  
Contact OECTA local unit

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

1. Life Insurance beneficiary designation (mandatory for all employees)
2. Health care benefits information (optional for part-time employees)  
...all inclusive of: Extended Health, Drug plan, Vision and Semi-private
3. Dental benefits (optional for part-time employees)
4. Voluntary Accidental Death & Dismemberment Insurance (optional for all employees)
5. Long Term Disability Insurance (mandatory for all employees)
6. Optional Life Insurance
7. Positive Enrolment Form (Part 'A' and 'D' are mandatory; Parts 'B' and 'C' depend on the status of each individual)

**Please ensure to contact OTIP if any of the following events occur during your employment:**

- **Marital status change**
- **Beneficiary change**
- **Coordination of benefits change**

- **Change in dependants (e.g. birth, death, over-age student)**

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