



**COLLECTIVE AGREEMENT**

**Between**

**THE YORK CATHOLIC DISTRICT SCHOOL BOARD**

**and**

**THE YORK UNIT OF THE  
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**

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

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## **Part A: CENTRAL TERMS**

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

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

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

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

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

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

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

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

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

**2.1.1** September 1, 2019: 1%

**2.1.2** September 1, 2020: 1%

**2.1.3** September 1, 2021: 1%

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

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

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

### **3.2 Sick Leave Days**

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

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

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

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

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

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

**3.4.3** If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to active employment whether on a part time or graduated basis.

**3.4.3.1** If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin

and the government/employer will be obligated to match these contributions.

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

### **3.5 Eligibility and Allocation**

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



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

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

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

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

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

This top up is calculated as follows:

**3.6.1** Eleven (11) days less the number of sick days used in the prior year. These days constitute the top-up bank.

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

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

### **3.7 Administration**

**3.7.1** A school board may request medical confirmation of illness or injury confirming the dates of absence, the reason therefore (omitting a diagnosis), the teacher's prognosis and any limitations or restrictions. Medical confirmation will be required to be provided by the teacher as determined by the school board for absences of 5 consecutive days or greater. Boards are entitled to make reasonable follow up requests and seek reasonable periodic updates. Requests shall be sent to the teacher who shall be responsible for authorizing their medical practitioner to respond in a timely fashion. The medical confirmation and follow up requests may be required to be provided in the attached form (**Appendix B**) or on forms as mutually agreed between the school board and the Association, where appropriate. Where a school board requires the completion of the attached form (or other similar form) it shall reimburse the cost up to a maximum of \$45.00, or in accordance with existing practice (i.e. the manner in which it was reimbursed as of August 31, 2014).

**3.7.2** School boards shall provide to the local unit president(s) a list of all teachers who have been absent for eleven (11) or more consecutive days within a week following the end of each calendar month. This report shall be for the purpose of activating the early intervention program associated with the OECTA LTD plan.

**3.7.3** Teachers returning to work after an extended medical leave of absence or seeking accommodation will be required to provide medical clearance (consistent with the requirements herein) providing confirmation of fitness to return to work, outlining any limitations or restrictions prior to returning to active employment. A return to work meeting shall occur prior to the teacher returning to active employment. The returning teacher, the unit president (or designate) and Human Resource Supervisory Officer (or designate) shall be

notified of and entitled to attend the return to work meeting. The parties agree that return to work meetings are to be scheduled in a timely manner but not more than ten (10) weekdays after receiving medical clearance and any reasonably required follow up to return to active employment. Requests for follow up information shall be made in a timely manner. The timelines may be extended if there are extenuating circumstances, by mutual agreement.

- 3.7.4** In cases where a teacher refuses to reasonably cooperate in the administration of the sick leave and short-term leave and disability plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between OECTA and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. In such cases, a school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury at issue of the school board's choice at the school board's sole expense.

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

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

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

- 3.8.1** The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.

- 3.8.2** Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

- 3.8.3** The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **3.8.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.

- 3.8.4** All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 3.8.5** The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 3.8.6** The school boards shall enroll all teachers, identified in paragraph **3.8.4** above, in the Long-Term Disability Plan in the manner prescribed by the Association.
- 3.8.7** The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph **3.8.4** above represented by the Association with LTD Claim kits.
- 3.8.8** The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.
- 3.8.9** The Association shall consider requests by the Dufferin-Peel, Huron-Superior and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph **3.8.8** above unless otherwise agreed to by those school boards and the respective local units of the Association.
- 3.8.10** The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
- 3.8.11** The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in **3.8.9** above.
- 3.8.12** The school board shall provide the local unit notice regarding all individuals who begin to access the short-term leave and disability plan.
- 3.8.13** School boards shall participate in early intervention programs initiated on behalf of disabled teachers.

**3.8.14** School boards shall participate in return to work programs initiated on behalf of disabled teachers.

**3.8.15** School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays 100% of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).

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

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

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

The school board will provide a sick leave/short-term leave and disability plan which will provide sick leave days and short-term leave and disability coverage to teachers employed in a term position (including but not limited to adult and continuing education assignments) or filling a long-term assignment, when the teacher is ill or injured or for purposes of personal medical appointments as described below. Sick leave/Short-Term Leave and Disability Plan days will be deducted in increments consistent with existing practices.

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

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

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

**4.3.1** Subject to paragraphs **4.4 – 4.6** below, a teacher employed by a board to fill a term or long-term teaching assignment that is a full year

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

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

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

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

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

- 4.4.3** If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to active employment whether on a part time or graduated basis.

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

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

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

- 4.5.1** The allocations outlined in paragraphs **4.2** – **4.3** above, will be provided on the first day of the term or long-term assignment.

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

allocation remaining, if any, for the portion of the day where the teacher is unable to work due to illness or injury. A partial sick leave/short-term disability leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to a full instructional day.

#### **4.6 Administration**

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



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

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

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

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

**4.7.1** The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.

**4.7.2** Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

**4.7.3** The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **4.7.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.

**4.7.4** All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.

**4.7.5** The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.

**4.7.6** The school boards shall enroll all teachers, identified in paragraph **4.7.4** above, in the Long-Term Disability Plan in the manner prescribed by the Association.

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

## **5. RETIREMENT GRATUITIES**

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

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

- 6.1** Should an existing local collective agreement provision provide a greater benefit to a teacher than the benefit provided by this provision, the existing provision shall prevail.

- 6.2** "Teachers' professional judgments are at the heart of effective assessment, evaluation, and reporting of student achievement." *Growing Success: Assessment, Evaluation, and Reporting in Ontario Schools*, First Edition, 2010.

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

### **6.3 Diagnostic Assessment**

- 6.3.1** Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and which is compliant with Ministry of Education PPM (PPM 155: Diagnostic Assessment in Support of Student Learning, date of issue January 7, 2013).

- 6.3.2** Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.

### **6.4 Annual Learning Plan**

- 6.4.1** 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. 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.

**17.5.3** 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 0 through 0 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 0 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 0, 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 0, 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

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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 OEETA, OCSTA and the Crown.

**7. TRANSITION COMMITTEE**

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

**8. ENROLMENT**

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

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

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

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

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

**9. Errors and Omissions**

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

- 9.2** If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3** Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4** The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Association's provincial benefit program at a Board office during regular business hours upon 30 days written notice.
- 10.** **Claims Support**
- 10.1** The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2** Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.
- 11.** **Privacy**
- 11.1** In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).
- 12.** **PAYMENTS**
- 12.1** The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

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

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

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

**LETTER OF AGREEMENT #6  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Wellness and Attendance Review Committee**

The parties shall establish a joint committee.

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

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

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

The committee's mandate shall be to:

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

- Explore and research leading practices, (including goals and targets) and assess the effectiveness of wellness and attendance-improvement initiatives including-return to/remain at work practices.
- Other items as agreed.

OECTA agrees to inform its membership in writing on a semi-annual basis with respect to ongoing absenteeism data and trends, and wellness promotion initiatives. OCSTA agrees to inform its membership in writing on a semi-annual basis with respect to leading practices in supporting timely return to/remain at work initiatives.

**LETTER OF AGREEMENT #7  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: OTBU Amalgamations**

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

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

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

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Board Imposed Fees/Levies**

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

**LETTER OF AGREEMENT #9****BETWEEN**

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

**AND**

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

**RE: Supplementary Employee Benefits – Article 14**

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

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



**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: E-Learning**

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

**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**RE: E-Learning Implementation Committee**

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

**LETTER OF AGREEMENT #13****BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: ELHT Benefit Matters****1. Retirees**

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

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

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

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

## 2. Structural Review

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

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

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

## 3. Board Benefits Surplus

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

**LETTER OF AGREEMENT #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: OECTA's Court Challenge**

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

**LETTER OF AGREEMENT #15****BETWEEN**

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

**AND**

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

**RE: The Support for Students Fund**

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

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

Consistent with Article 11.8 of Part A, the Joint Staffing Committee (JSC) will be provided with information relevant to 2019-2020 and 2020-2021 school staffing levels. Five working days prior to the JSC meeting, the board shall provide, to the members of the JSC areas of student need, where it is believed that additional qualified teachers are required to provide student support.

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

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

The positions will be filled in accordance with Part B of the collective agreement. However, where Part B of the collective agreement does not include language outlining a staffing/posting mechanism and selection process based on objective criteria, the Board shall post, for each of these new positions resulting from the Board's allocation of the system investment, for the 2020-2021 and 2021-2022 school years, which shall be limited to:

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

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

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

In addition to the information provided to the JSC consistent with Article 11.8 of Part A, the Board shall provide to the JSC a list of the teachers assigned, by school(s), to the new positions generated as a result of the new system investment with a target date of October 31, 2020 and October 31, 2021 subject to the completion of the local ratification.



**LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**RE: Domestic and Sexual Violence**

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

**LETTER OF AGREEMENT #17**

**BETWEEN**

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

**AND**

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

**RE: No Reprisals**

OCSTA and OECTA agree that:

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

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

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

**LETTER OF AGREEMENT #18**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Class Size Local Language**

**Average Secondary Class Size**

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

**E-Learning**

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

## Appendix A

### OECTA Membership Fee Remittance File Requirements

#### File Description

File Type: Pipe Delimited ASCII Text File  
 Field 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<br>1=100%, .5=50%, etc.) |

|                |         |                         |    |   |
|----------------|---------|-------------------------|----|---|
| LTO FTE        | Numeric | 1.00                    |    | (Percentage Teaching Time<br>1=100%, .5=50%,<br>etc.)       |
| PayPeriod      | Numeric | 99                      |    | (Pay Period 01, 02,<br>etc)                                 |
| MemType        | Text    | AA                      | PM | Permanent (If<br>Permanent FTE>0)                           |
|                |         |                         | OT | Occasional  |
|                |         |                         | CT | Continuing<br>Education                                     |
|                |         |                         | UT | Unqualified<br>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<br>(LTD)                                   |
|                |         |                         | WS | WSIB  |
|                |         |                         | PP | Pregnancy/Parental<br>Leave                                 |
| MemPanel       | Text    | A                       | E  | Elementary  |
|                |         |                         | S  | Secondary   |
|                |         |                         | O  | Occasional  |
| CurrSal        | Numeric | 99999.99                |    | (Current Actual<br>Salary)                                  |
| CurrGrid       | Numeric | 99999.99                |    | (Current Grid<br>Salary)                                    |
| OCT            | Numeric | 123456                  |    | (Ontario College of<br>Teachers'<br>registration<br>number) |
| BoardEmail     | Text    | <u>example@cdsb.com</u> |    | Board Email<br>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)

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

\_\_\_\_\_

(Signature of Employee)

\_\_\_\_\_

(Date)

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

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

\_\_\_\_\_

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

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

Non-occupational illness/injury

Occupational illness/injury

3. Is he/she receiving treatment:  Yes  No

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

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

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

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

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

unable to return to work at this time

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

**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:**

| <b>COGNITIVE LIMITATIONS AND/OR RESTRICTIONS</b> <input type="checkbox"/> N/A   |   |  |   |  |
|---|---|--|---|--|
| Please describe <b>cognitive</b> 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. |   |  |   |  |
| <b>Date of Assessment:</b> _____<br>(dd/mm/yyyy)  |   |  |   |  |
| <b>Level of Functioning</b><br>(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><br>(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 |
| <b>Prognosis</b> (based on objective assessments)<br><b>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<br><input type="checkbox"/> 6+ months <input type="checkbox"/> Unknown   |   |  |   |  |
| <b>Recommendations for work hours and start date:</b>   |   |  |   | <b>Start Date:</b>   |
| <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours   |   |  |   | _____  |
|   |   |  |   | (dd/mm/yyyy)   |
| <b>Next appointment date to review Limitations and/or Restrictions:</b> _____   |   |  |   |  |
| (dd/mm/yyyy)  |   |  |   |  |



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

|  |   |  |  |
|--|---|--|--|
| <b>PHYSICAL LIMITATIONS AND/OR RESTRICTIONS</b> <input type="checkbox"/> N/A   |   |  |  |
| 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> _____<br>(dd/mm/yyyy)   |   |  |  |
| <b>Walking:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 100 metres<br><input type="checkbox"/> 100 - 200 metres<br><input type="checkbox"/> Other (please specify) _____  | <b>Standing:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 15 minutes<br><input type="checkbox"/> 15 - 30 minutes<br><input type="checkbox"/> Other (please specify) _____ | <b>Sitting:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 30 minutes<br><input type="checkbox"/> 30 minutes - 1 hour<br><input type="checkbox"/> Other (please specify) _____ | <b>Lifting from floor to waist:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 kilograms<br><input type="checkbox"/> 5 - 10 kilograms<br><input type="checkbox"/> Other (please specify) _____   |
| <b>Lifting from Waist to Shoulder:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 kilograms<br><input type="checkbox"/> 5 - 10 kilograms<br><input type="checkbox"/> Other (please specify) _____  | <b>Stair Climbing:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 steps<br><input type="checkbox"/> 5 - 10 steps<br><input type="checkbox"/> Other (please specify) _____ |  |  |
| <input type="checkbox"/> <b>Bending/twisting repetitive movement of</b><br><input type="checkbox"/> (please specify): _____  | <input type="checkbox"/> <b>Work at or above shoulder activity:</b><br>_____  | Limited pushing / pulling with:<br>Left Arm <input type="checkbox"/><br>Right Arm <input type="checkbox"/><br>Other (please specify) <input type="checkbox"/> _____  | <input type="checkbox"/> <b>Limited use of hand(s):</b><br>Left <input type="checkbox"/> Right <input type="checkbox"/><br><input type="checkbox"/> Gripping <input type="checkbox"/><br><input type="checkbox"/> Pinching <input type="checkbox"/><br><input type="checkbox"/> Other <input type="checkbox"/> |
| <input type="checkbox"/> <b>Operating motorized Equipment</b>  | <input type="checkbox"/> <b>Environmental Exposure to: (heat, cold, noise)</b>  | <input type="checkbox"/> <b>Chemical exposure to:</b><br>_____   | <input type="checkbox"/> <b>Exposure to Vibration:</b><br><input type="checkbox"/> Whole body<br><input type="checkbox"/> Hand/arm   |
| <b>Other</b> (Please describe) _____   |   |  |  |
| <b>Prognosis - From the date of this assessment, the above will apply for approximately:</b><br><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><br><input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours   |   | Start Date: _____<br>(dd/mm/yyyy)  |  |
| <b>Next appointment date to review Limitations and/or Restrictions:</b> _____<br>(dd/mm/yyyy)  |   |  |  |

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

\_\_\_\_\_

\_\_\_\_\_

**PART 5 – Health Care Practitioner Information**

|  |                                     |
|--|-------------------------------------|
| Health Care Practitioner Signature:        | Date Completed: _____<br>dd/mm/yyyy |
| Health Care Practitioner Name and Address: |                                     |

## **PART B: LOCAL TERMS**

### **PREAMBLE**

Whereas the Teachers and the Board share common Christian values pertaining to the exercise of their responsibilities towards God and their neighbour;

Whereas it is the common goal of the Board and the Teachers to provide the Catholic students of this Region with the best possible educational program in accordance with Board policy;

Whereas to achieve that common goal it is essential that the Board and the Teachers maintain the harmonious relationship which exists between them;

It is the desire of the Board and the Teachers to set forth in this Agreement the salaries, the allowances, and certain of the conditions of employment which govern the Teachers.

### **PART I - GENERAL**

#### **ARTICLE I - ABBREVIATIONS**

1.01 The York Catholic District School Board shall be referred to as "The Board".

1.02 This agreement shall apply to all teachers as defined in the *Education Act*, who are employed by the York Catholic District School Board to teach but does not apply to instructors such as International Languages and Occasional Teachers. The teachers to which this agreement applies who are members of the Local Bargaining Units of O.E.C.T.A. shall be referred to as "The Teachers".

1.03 The Teachers' Qualifications Evaluation Council of Ontario shall be referred to as "Q.E.C.O.".

1.04 The Ontario English Catholic Teachers' Association shall be referred to as "O.E.C.T.A."

#### **ARTICLE II - RECOGNITION**

2.00 The provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic separate school boards under the BNA Act 1867.

2.01 The Board recognizes O.E.C.T.A. as the exclusive bargaining agent of all teachers employed by the Board in accordance with Article 1.02 and recognizes that O.E.C.T.A. Provincial has empowered the Local Bargaining Units to act as its agent. Hereinafter the Local Bargaining Units shall be referred to as "The Unit".

2.02 The terms of this Agreement are subject to the provisions of the *Ontario Labour Relations Act, S.O., 1995, c.1, sch.A*.

2.03 (a) Effective September 1, 1998, the Board shall deduct annual dues in amount

directed by O.E.C.T.A. in equal amounts over twenty pay periods commencing September 1 and ending June 30 in each school year. The deducted dues shall be forwarded to the General Secretary of O.E.C.T.A. or by electronic transfer to a bank determined by the Association within thirty (30) days of the dues being deducted.

2.03 (b) The payment to O.E.C.T.A. shall be accompanied by a list entitled "Dues Submission". The list will include the names, annual salary and dues deducted to date and in the pay period. The Board shall provide the information in electronic form.

2.03 (c) Prior to June 30 the Executive of O.E.C.T.A. shall notify the Board of the appropriate levy to be deducted during the immediately following school year. If no such notification is given prior to June 30, it shall be assumed that the amount of the levy previously being deducted by the Board is to remain in force during the immediately following school year. Such levy shall be determined as a percentage of gross salary and be deducted from each pay and forwarded to the Unit within 30 calendar days of the deduction. The Unit and O.E.C.T.A. agrees to indemnify the Board against any claims that may be made against it as a result of the Board making such deduction(s).

2.03 (d) The payment shall be accompanied by a list entitled "Levy Submission". The list will include the names, annual salary and dues deducted to date and in the pay period. The Board shall provide the information in electronic form.

2.04 (i) The Board shall provide the Unit by the last day of February, with the computer printouts entitled "Total Teacher Placement and Total Teacher Salary as of January 31st of the current year".

2.04 (ii) In order to facilitate the negotiating process, each party shall furnish the other with any data/information requested pertaining to the positions tabled by said party.

2.04 (iii) The Board will provide "unaudited" copies of the TCH8 form as of September 30, January 31, March 31 and June 30th to the authorized teacher representatives. These forms will be provided within a reasonable period of time following receipt of said forms from the schools. The Board does not accept any responsibility for the accuracy of these "unaudited" copies of the TCH8.

Any audited versions (as per dates specified above) will be forwarded when available.

2.04 (iv) The Board will provide to the authorized teacher representatives on a twice-annual basis, a list of all individuals on letters of permission and teachers on leaves of absence as of October 31<sup>st</sup> and March 31<sup>st</sup> in each school year.

2.05 Board services and facilities may be used for association activities as approved by the Director of Education. Subject to Article 9.13 hereof, O.E.C.T.A. activities shall be conducted outside the normal school day. This clause shall not be construed to prevent the communication of information concerning O.E.C.T.A. matters in break periods during the normal school day.

**ARTICLE IIA - RIGHTS OF THE PARTIES**

2A.00 Subject to 2B.00, no teacher shall be disciplined or discharged without just cause. This clause is not applicable where the Board's action is for denominational reasons.

2A.01 (a) When the Board or its agents take disciplinary action against a Teacher, the Teacher shall be informed in writing of the reasons for the taking of such action.

2A.01 (b) If the Teacher who has been disciplined is not in attendance at the Teacher's place of work, the Board's obligation to provide written reasons may be fulfilled by sending such written reasons by registered mail addressed to the Teacher's last known address on record with the Board.

2A.02 A teacher, prior to meeting with a representative from a third party agency, for example the Children's Aid Society or police services, on Board property shall be notified of the following:

- a) The names of the third party individuals seeking the meeting and the agency that they represent; and,
- b) The teacher's right to request Association representation, of their choice, during the meeting.

2A.03 Save and except to the extent modified or limited by any provision of this Agreement, the right to manage the business of the Board and its schools is vested solely and exclusively, without limitations, in the Board and its agents.

2A.04 The School Year Calendar and Professional Activity days shall be administered in accordance with the *Education Act* and accompanying regulations. Subject to regulation requirements, the maximum number of school days in any school year shall not exceed one hundred and ninety four (194) days. The Board will consult the Unit with regards to both the number and the distribution of Instructional and Professional Activity Days.

If the Board is authorized to, and does, commence a school year the week prior to September 1 of any given year the number of school days shall still not exceed one hundred and ninety four (194) days. Annual salary and allowances (if applicable) shall be based on the salary grid for the forthcoming school year. It is understood that the school year commences either on the first day that the pupils are required to attend or on the day that is declared by the Board to be a Professional Activity (PA) Day.

2A.05 Two professional activity days will be designated for the purpose of assessment and completion of report cards at the elementary level. One (1) PA day shall be provided at least one week prior to the date that first term report cards are due and an additional PA day shall be provided at least one week prior to the date that second term report cards are due.

2A.06 The Board recognizes its obligations to provide a safe healthy environment for

employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

## **ARTICLE IIB - GRIEVANCE AND ARBITRATION PROCEDURE**

2B.00 There will be a lesser standard for discharge of a probationary teacher. That standard is that it is not done in an arbitrary, discriminatory or bad faith fashion and is not patently unreasonable having regard to the legitimate requirements and expectations relating to the position of a teacher with the Board.

2B.01 (a) A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of this Agreement.

2B.01 (b) No teacher shall be subjected to intimidation, reprisals or discrimination because of involvement in a grievance.

2B.01 (c) Throughout each step of the grievance procedure, timeliness is of the essence. The time limits may be extended by the written consent of the parties.

2B.01 (d) If a meeting is held between the teacher(s) and the school board representative(s), the teacher(s) shall have the right to be accompanied by a member of the teacher(s) Affiliate.

2B.01 (e) In order that all grievances may be settled as fairly and as promptly as possible the following procedure shall be adhered to:

### Step One

2B.01 (f) Every teacher, accompanied or not by the Unit representative of choice may, if so desired, try to solve the matter at the level at which it has arisen. The teacher shall have fifteen working days from becoming aware of a difference arising out of the interpretation, application, administration or alleged violation of this agreement to make known and attempt to solve the matter at the level at which it has arisen.

If necessary, the Unit representative shall be released from teaching duties for the time required to meet with the appropriate school board representative. The teacher shall be provided a response in writing within five (5) school days of the meeting.

### Step Two

2B.02 (a) If the matter is not to be considered as settled on the basis of the response provided in Step One the teacher shall refer the matter to the Unit Executive.

A grievance may then be referred in writing to the Manager of Employee Relations. The written statement of the grievance shall contain a brief statement of the problem, the articles or clauses violated and the redress sought.

The grievance must be referred to the Manager of Employee Relations within sixty (60) school days of the written response in Step One.

2B.02 (b) Within ten (10) school days of receipt of the grievance, a meeting shall occur which is mutually acceptable to the appropriate representatives of the parties.

2B.02 (c) The Manager of Employee Relations shall provide the written response to the Unit Executive within five (5) school days of the meeting date.

### Step Three

2B.03 (a) If the grievance is not to be considered as settled on the basis of the answer provided in Step Two (b), the School Board must be notified by the local executive within five (5) school days of receipt of the Step Two answer, that the Unit Executive wishes to refer the grievance to a Board of Arbitration and shall indicate the name of its appointee to the Board of Arbitration.

2B.03 (b) Within five (5) school days of receipt of the above-mentioned notification, the Manager of Employee Relations shall notify the Unit Executive of its appointee.

2B.03 (c) If either party to this Agreement fails to name an appointee or if both appointees fail to select an impartial chairperson within ten (10) school days, the appointment shall be made by the Minister of Labour upon the written request of either party.

2B.03 (d) The decision of a majority of the Arbitration Board is the final and binding decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs. The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

2B.03 (e) Each party shall pay:  
(i) the fees and expenses of its own appointee; and  
(ii) one-half the fees and expenses of the chairperson.

### **Executive Grievance:**

2B.04 If either of the parties to this Agreement consider that this Agreement is being misinterpreted or violated in any respect by the other party, the matter will be put in the form of an executive grievance and discussed between representatives of the local Affiliate and the Superintendent of Human Resources within ten (10) school days of notification by the other party. If the matter is not settled in writing within ten (10) school days of such discussions, either party may refer the matter to arbitration in accordance with Step Three of the grievance procedure. The notice to arbitration shall contain the complete grievance and the redress sought. It shall list those clauses alleged to have been violated.

2B.05 (a) Notwithstanding Article 2B.03 above, the local executive or the Board, may, in the notice given to the other party pursuant to Article 2B.03(a) referring any grievance to arbitration, propose that such arbitration be dealt with by a single arbitrator. The other party shall within five (5) school days of receipt of such notice reply in writing stating whether arbitration by a single arbitrator is acceptable.

2B.05 (b) If, in the reply referred to in (a), the other party states that arbitration by a single arbitrator is acceptable, the parties shall endeavour to agree upon the selection of a single arbitrator. If the parties fail to select a single arbitrator within ten (10) school days, the appointment shall be made by the Minister of Labour upon the written request of either party.

2B.05 (c) A single arbitrator shall have all the powers of a Board of Arbitrators as provided in this Agreement, and the provisions herein with respect to such a board shall apply to a single arbitrator, with the necessary changes being made.

2B.05 (d) If, in the reply referred to in (a), the other party states that arbitration by a single arbitrator is not acceptable, then in such reply such other party shall name its appointee to the Board of Arbitration which is to arbitrate the matter. Thereafter the parties shall proceed with the matter in accordance with this Agreement as if it had been submitted originally for arbitration by a Board of Arbitration pursuant to Article 2B.03(a).

**Summary Arbitration:**

2B.06 (a) Any matter, excluding those related to Articles 2.01, 2A.00, 2B.00 and 7.05, may by mutual consent of the Unit and the School Board be referred to summary arbitration.

2B.06 (b) A notice signed jointly by the authorized representatives of the parties attesting to such agreement shall be sent to the Minister of Labour along with the notice of arbitration.

2B.06 (c) Any grievance referred to summary arbitration shall be heard by a single arbitrator.

2B.06 (d) The arbitrator must hear the grievance expeditiously and render the decision at the earliest possible date.

2B.06 (e) The parties request that the arbitrator hear the grievance on its merits before rendering a decision on a preliminary objection unless the arbitrator can settle the objection at that moment. In this case, the arbitrator shall subsequently base the decision on the objection.

2B.06 (f) The arbitrator's decision must contain a brief description of the dispute and a summary of the reasons supporting its conclusion. This decision may not be cited or used by anyone as regards to the arbitration of any other grievance unless this grievance is related to an identical dispute between the same board and the same Unit Executive and deals with the same facts and clauses.

**ARTICLE III - CATEGORIES**

3.00 Subject to the other provisions of this Article III:

3.01 (a)(i) Teachers commencing employment with the Board on or after September 1,

2004 shall have their category placement determined by Q.E.C.O. Programme 5; and

3.01 (a)(ii) Teachers already in the employ of the Board on September 1, 2004 may stay on Q.E.C.O. Programme 4 or may opt to have their category placement from and after that date determined by Q.E.C.O. Programme 5.

3.02 Teachers are required to file copies of all qualifications and experience with the Board which are to be used for category placement for salary purposes. New Teachers hired shall be paid according to the qualifications filed and declared by the Teacher in writing at the time of accepting the position.

3.03 Interim Certificates of Qualification, Certificates of Qualification (Limited) or (Restricted) or (Limited, Restricted) shall be equated to Category A1 until such time as they are evaluated under Q.E.C.O.

3.04 Any qualifications not evaluated herein shall be appraised by the Director and placed at the appropriate level. The Unit will be informed of all placements on a regular basis.

3.05 A Teacher who during the school year confirms successful completion before the beginning of that school year of a condition for a higher salary is entitled to a salary adjustment retroactively to September the first of that year provided that the teacher has presented the Q.E.C.O. evaluation and/or the statement of experience to Administration by January 15th of the same school year.

3.06 Where a teacher is hired by the Board after September 1st in any one year and the Teacher does not have a Q.E.C.O. rating, the Teacher will be paid on the level as agreed by the Director. Retroactive pay adjustment will be made if the Q.E.C.O. rating is received by the Board by the fifteenth (15th) day of the fifth (5th) month from the date of hiring.

#### **ARTICLE IV - COMMUNICATIONS**

4.01 Except as specifically provided elsewhere in this Agreement, all correspondence between the Board and the Unit arising out of this Agreement, or incidental thereto, shall pass between the offices of the Unit and the office of the Human Resources department or designate.

#### **ARTICLE V - NON-FIXED SALARIES**

5.01 Salaries for all teacher positions of responsibility not fixed by the terms of this Agreement are to be established by agreement of the Board and the elected Executive Officers of the Unit through the appropriate President. Failing such agreement, this matter shall be determined by arbitration under Article 2B.03 or Article 2B.04 hereof, as the case may be.

5.02 Where the Board directs a Teacher to take a course or attend an in-service



conference, the Board shall pay the tuition or registration fees, as the case may be. Where such course or conference is held outside the City of Toronto or the Regional Municipality of York, the Board shall defray the legitimate expenses incurred by the Teacher in accordance with Board policy.

## **PART II – SALARY**

**Shall be in accordance with Part A - Central Terms Article 2 of this collective agreement and in addition, the following:**

### **ARTICLE VI - TEACHER GRIDS**

6.01 (a)

| <b>(i) Commencing September 1, 2019</b> |          |          |          |          |           |
|---|----------|----------|----------|----------|-----------|
| YR                                      | B / A0   | A1       | A2       | A3       | A4        |
| 0                                       | \$40,544 | \$45,781 | \$47,302 | \$51,471 | \$53,897  |
| 1                                       | \$44,205 | \$49,538 | \$51,418 | \$55,978 | \$58,831  |
| 2                                       | \$47,430 | \$52,763 | \$54,977 | \$59,884 | \$63,136  |
| 3                                       | \$50,653 | \$55,986 | \$58,535 | \$63,793 | \$67,436  |
| 4                                       | \$54,972 | \$60,305 | \$63,240 | \$68,949 | \$73,064  |
| 5                                       | \$58,252 | \$63,585 | \$66,865 | \$72,928 | \$77,447  |
| 6                                       | \$61,534 | \$66,869 | \$70,489 | \$76,915 | \$81,829  |
| 7                                       | \$64,819 | \$70,154 | \$74,116 | \$80,887 | \$86,216  |
| 8                                       | \$69,450 | \$74,782 | \$79,166 | \$86,423 | \$92,259  |
| 9                                       | \$72,792 | \$78,126 | \$82,854 | \$90,476 | \$96,722  |
| 10                                      | \$76,140 | \$81,475 | \$86,548 | \$94,525 | \$101,179 |

| <b>(ii) Commencing September 1, 2020</b> |          |          |          |          |           |
|--|----------|----------|----------|----------|-----------|
| YR                                       | B / A0   | A1       | A2       | A3       | A4        |
| 0  | \$40,949 | \$46,239 | \$47,775 | \$51,986 | \$54,436  |
| 1  | \$44,647 | \$50,033 | \$51,932 | \$56,538 | \$59,419  |
| 2  | \$47,904 | \$53,291 | \$55,527 | \$60,483 | \$63,767  |
| 3  | \$51,160 | \$56,546 | \$59,120 | \$64,431 | \$68,110  |
| 4  | \$55,522 | \$60,908 | \$63,872 | \$69,638 | \$73,795  |
| 5  | \$58,835 | \$64,221 | \$67,534 | \$73,657 | \$78,221  |
| 6  | \$62,149 | \$67,538 | \$71,194 | \$77,684 | \$82,647  |
| 7  | \$65,467 | \$70,856 | \$74,857 | \$81,696 | \$87,078  |
| 8  | \$70,145 | \$75,530 | \$79,958 | \$87,287 | \$93,182  |
| 9  | \$73,520 | \$78,907 | \$83,683 | \$91,381 | \$97,689  |
| 10                                       | \$76,901 | \$82,290 | \$87,413 | \$95,470 | \$102,191 |

| <b>(iii) Commencing September 1, 2021</b> |          |          |          |          |           |
|---|----------|----------|----------|----------|-----------|
| YR  | B / A0   | A1       | A2       | A3       | A4        |
| 0   | \$41,358 | \$46,701 | \$48,253 | \$52,506 | \$54,980  |
| 1   | \$45,093 | \$50,533 | \$52,451 | \$57,103 | \$60,013  |
| 2   | \$48,383 | \$53,824 | \$56,082 | \$61,088 | \$64,405  |
| 3   | \$51,672 | \$57,111 | \$59,711 | \$65,075 | \$68,791  |
| 4   | \$56,077 | \$61,517 | \$64,511 | \$70,334 | \$74,533  |
| 5   | \$59,423 | \$64,863 | \$68,209 | \$74,394 | \$79,003  |
| 6   | \$62,770 | \$68,213 | \$71,906 | \$78,461 | \$83,473  |
| 7   | \$66,122 | \$71,565 | \$75,606 | \$82,513 | \$87,949  |
| 8   | \$70,846 | \$76,285 | \$80,758 | \$88,160 | \$94,114  |
| 9   | \$74,255 | \$79,696 | \$84,520 | \$92,295 | \$98,666  |
| 10  | \$77,670 | \$83,113 | \$88,287 | \$96,425 | \$103,213 |

**See Appendix G for Pay Dates**

**Method of Payment:**

6.02 (a) Teachers employed for the full school year:  
Twenty six (26) payments will be made during a twelve month period commencing on the first Thursday of the school year and bi weekly thereafter. Teachers leaving the employ of the Board shall be paid any salary owed on the effective date of termination if it occurs during the school year or at June 30th in the case of a retirement or resignation taking effect at the end of the school year.

6.02 (a)(i) The amount of pay per two week period shall be as follows:

September - June each pay is 3.85%\*

July - August each pay is 3.27%

*\*Note: The first pay in December shall be 6.07% of salary*

6.02 (a)(ii) The salary shall be deposited at the electronic network bank branch of the teacher's choice.

6.02 (b) Teachers employed for part of a school year:

The Unit and the York Catholic District School Board agree to the following: the gross salary for teachers employed for part of a school year will be calculated on a per diem rate of 1/194 of gross salary in accordance with Article III, VI, VII.

The following mechanism shall be used:

1) A teacher who commences work after the first scheduled day of the school year, but prior to December 30th of that year, shall receive all on grid salaries as per schedule outlined in the Collective Agreement minus the number of days not worked to be deducted from the first scheduled payment as per the following formula:

$$\frac{A}{(194)} \times \text{Gross Salary} = \text{Salary}$$

A = the number of days not worked

2) A teacher who commences work after December 30th of the school year, because he/she is a new hire to the Board or is returning from an unpaid leave of absence, shall receive all on grid salaries they are entitled to, as per the schedule outlined in the Collective Agreement. Such salary shall be adjusted based on gross salary minus the number of days not worked to be deducted in equal amounts from each scheduled payment as per the following formula:

$$\frac{A}{(194)} \times \text{Gross Salary} = \text{Salary Adjustment Deduction}$$

A = the number of days not worked

NOTE: This amount will be less than the usual pay with the deductions averaged over the remaining pay periods.

3) The deductions to a teacher's scheduled payment, as per paragraph (1) of this article, will occur in equal amounts. A note referencing the salary adjustment deduction will appear as a miscellaneous item on the teacher's earning statement.

4) In the event that a Teacher leaves the employ of the Board prior to the end of the school year, the Teacher shall receive all on grid salaries as per schedule outlined in the Collective Agreement and the last payment shall reflect the total payment based on the following formula:

$$\frac{B}{(194)} \times \text{Gross Salary} = \text{Salary}$$

B = the number of days worked

5) The teacher shall be informed in writing at the time of hiring of the per diem rate and calculations of payment. A copy of this information will be forwarded to the Unit with the written consent of the teacher, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

NOTE: If in any school year, the number of school days is more than the divisor (194) then, that number shall be used as the divisor for that school year as per Ontario Regulation 304.

6.02 (c) The parties agree that Teachers going on a leave of absence will:

- 1) Stay on the salary grid 6.01 (b) .. no adjusted grids
- 2) Receive the same % for each pay period as prescribed in 6.02 (a)
- 3) Notwithstanding the above, the last payment shall reflect the total payment

|  |
|--|
| $\frac{(\text{Number of days worked}) \times \text{the Yearly Salary}}{194}$ |
|--|

4) The teacher shall be informed in writing, prior to the leave, of the per diem rate and calculations of payment at the time of leave notification. A copy of this information will be forwarded to the Unit with the written consent of the teacher, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

NOTE: If in any school year, the number of school days is more than the divisor (194) then, that number shall be used as the divisor for that school year as per Ontario Regulation 304.

**Salary Reduction:**

6.03 By virtue of this Agreement there will be no automatic reduction of any salary without the consent of both parties, except in regard to positions of responsibility.

**PART III – POSITIONS OF RESPONSIBILITY**

**Shall be in accordance with Part A - Central Terms Article 2 of this collective agreement and in addition, the following:**

**ARTICLE VII - POSITIONS OF RESPONSIBILITY**

**7.01 Responsibility Allowance:**

The following allowances will apply for the 2019-2022 collective agreement.

7.01 (a)

|                               |                    | Sept 1, 2019 | Sept 1, 2020 | Sept 1, 2021 |
|-------------------------------|--------------------|--------------|--------------|--------------|
| Dept Head                     | Year 1             | \$5,399      | \$5,453      | \$5,508      |
|                               | Year 2             | \$5,829      | \$5,887      | \$5,946      |
|                               | Year 3             | \$6,253      | \$6,316      | \$6,379      |
| Minor Dept Head               |                    | \$3,597      | \$3,633      | \$3,669      |
| Assistant Head                |                    | \$2,703      | \$2,730      | \$2,757      |
| Coordinator                   |                    | \$9,444      | \$9,538      | \$9,633      |
| Consultant                    |                    | \$7,197      | \$7,269      | \$7,342      |
| Special Programs Teacher      |                    | \$4,948      | \$4,997      | \$5,047      |
| Program Resource Teacher      |                    | \$4,948      | \$4,997      | \$5,047      |
| Divisional Programs Teacher   |                    | \$2,137      | \$2,158      | \$2,180      |
| Community Service Officer     |                    | \$6,295      | \$6,358      | \$6,422      |
| Teacher-in-Charge             |                    | \$1,304      | \$1,317      | \$1,330      |
| Schools with a Vice-Principal | Full Day           | \$62         | \$63         | \$64         |
|                               | Half Day           | \$31         | \$31         | \$32         |
| Divisional Chair              | 7 teachers or less | \$1,370      | \$1,384      | \$1,398      |
|                               | 8 teachers of more | \$1,544      | \$1,559      | \$1,575      |

7.01 (b) A teacher appointed to a position of responsibility in an acting capacity shall be paid the responsibility allowance attributable to that position of responsibility for the period of time such teacher holds the said position.

7.02 (a) Where the Board eliminates a position of responsibility, the allowance for that position shall be paid for up to four months after elimination, not to extend beyond June 30th.

7.02 (b) Where the Board demotes a teacher from a position of responsibility the allowance for that position shall cease to be paid effective the date of demotion.

7.03 In the event of a change in responsibility of a teacher (other than as set out in 7.02 above) the salary of the teacher will be adjusted in relation to the change in responsibility. Where such adjustment would lead to a reduction in salary, the teacher's salary immediately prior to the change in responsibility shall be frozen until such time as the teacher can be placed on the salary and allowance structure applicable to the new position of responsibility without loss.

7.04 Nothing in this Article shall prevent the Board from immediately demoting a teacher from a position of responsibility for just cause.

#### **ARTICLE VIII - PROBATIONARY PERIOD**

8.01 A newly hired teacher to the Board shall be subject to a one year probationary period. Newly hired teacher shall include those new to the teaching profession; those new to the Board but with prior teaching experience and a teacher rehired by the Board, exclusive of recall.

8.02 The probationary period shall be calculated without counting any leaves of absence in excess of twenty working days, taken for any purpose.

### **PART IV - EMPLOYEE BENEFITS**

**Shall be in accordance with Part A - Central Terms Article 3 of this collective agreement and in addition, the following:**

#### **ARTICLE IX - TEACHER'S SICK LEAVE / SHORT TERM LEAVE AND DISABILITY PLAN (STLDP) AND RETIREMENT GRATUITY PLAN**

9.01 The Board shall administer the plans to be known as:

- 1) Teacher's Sick Leave / Short Term Leave and Disability Plan (STLDP)
- 2) The Retirement Gratuity Plan (1969); and (1970).

9.01 (a) The Director shall be responsible for keeping a record of sick days, STLDP days, top-up days, and deductions therefrom.

9.01 (b) The Director shall in accordance with the terms of this Agreement have power

to do and perform all things necessary for the conduct of the Sick Leave / STLDP and the Retirement Plan under this Agreement hereinafter referred to as the Plans.

**Part IV (A): Sick Leave Plan**

9.02 During the fall term, and upon leaving the employ of this Board, each teacher must be provided with a statement of the number of sick leave / STLDP and top-up days.

9.02 (a) All teachers of the Board shall be included under this plan.

9.02 (b) Teachers appointed on a part-time basis shall be included under this plan and shall be entitled to prorated benefits. The benefits will be calculated on the percentage of time worked.

9.02 (c) Each eligible employee shall be entitled to have 100% of the unused portion of sick leave days transferred annually for top-up of STLDP days.

9.02 (d) After the sick leave of eleven (11) days has been used in any school year, each employee shall have access to one hundred and twenty (120) days under the STLDP. These days shall be paid at 90% of salary except in those cases where top-up days are available in accordance with Part A - Central Terms, Article 3.

9.02 (e) A teacher's absence for illness for a period of:

(i) the Superintendent of Human Resources may require, in writing, certification by a licensed medical practitioner, or if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery, in the event of an absence of five (5) consecutive working days or less. The teacher will be reimbursed for any reasonable fee required to be paid for the certification within 30 days of submitting the receipt to the Superintendent of Human Resources and in accordance with Part A - Central Terms, Article 3.

(ii) over five consecutive working days must be certified by a licensed medical practitioner, or if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases, there may be an exemption at the discretion of the Director.

(iii) it is the responsibility of the teacher to provide this evidence to the Board within the five (5) days after returning to duty. The Board may require the teacher to be examined by a medical practitioner of the Board's own choice and at its expense in accordance with Part A - Central Terms, Article 3, at any time before allowance for sick leave is given or while benefits from the plan are being received.

9.03 Where a teacher ceases to be employed by the Board, or is employed for part of a year:

9.03 (a) a teacher entitled to a benefit under a statute shall not be entitled to receive

the benefit once under the statute and a second time under this Agreement;

9.03 (b) deductions shall be made from a teacher's sick leave / STLDP days for the number of days of absence because of illness and in accordance with Part A - Central Terms, Article 3. No salary payment shall be made to the Teacher for absence beyond the number of sick leave / STLDP days.

9.03 (c) the Board shall provide, on a regular basis, to O.E.C.T.A. - York Unit a list of teachers who have been absent for more than 11 consecutive days in accordance with Part A - Central Terms, Article 3 . Teachers who are enrolled in the Long Term Disability Plan will be identified on the list.

**Part IV (B): Retirement Gratuity Plan (1970)**

**Shall be in accordance with Part A - Central Terms Article 5 of this collective agreement and in addition, the following:**

9.05 The Board shall pay to each Teacher who retires on pension or disability allowance pursuant to *Teachers' Pension Act*, or to a teacher's estate in the event of the teacher's death, a gratuity based on the unexpended portion of the teacher's sick leave credits accumulated with the Board and computed in accordance with the following formula:

1 year of service 1% of leave credits x 1/200 of annual salary

|    |   |     |   |   |   |
|----|---|-----|---|---|---|
| 2  | " | 2%  | " | " | " |
| 3  | " | 3%  | " | " | " |
| 4  | " | 4%  | " | " | " |
| 5  | " | 5%  | " | " | " |
| 6  | " | 6%  | " | " | " |
| 7  | " | 7%  | " | " | " |
| 8  | " | 8%  | " | " | " |
| 9  | " | 9%  | " | " | " |
| 10 | " | 10% | " | " | " |
| 11 | " | 12% | " | " | " |
| 12 | " | 14% | " | " | " |
| 13 | " | 16% | " | " | " |
| 14 | " | 18% | " | " | " |
| 15 | " | 21% | " | " | " |
| 16 | " | 24% | " | " | " |
| 17 | " | 27% | " | " | " |
| 18 | " | 30% | " | " | " |
| 19 | " | 33% | " | " | " |
| 20 | " | 36% | " | " | " |
| 21 | " | 39% | " | " | " |
| 22 | " | 42% | " | " | " |
| 23 | " | 45% | " | " | " |
| 24 | " | 48% | " | " | " |
| 25 | " | 50% | " | " | " |

### **Retirement Gratuity Plan (1969)**

9.05 (a) Any teacher on staff at June 30, 1969 shall have the teacher's sick-leave accumulated and retirement gratuity calculated on the plan in force on such date.

9.05 (b) All teachers on staff at December 31, 1982 shall benefit from the Retirement Gratuity Plan (1969) or the Retirement Gratuity Plan (1970) as the case may be. All teachers coming on staff on or after January 1, 1983 shall be eligible to accumulate sick leave credits and receive a Retirement Gratuity as per 9.05. Such gratuity shall not exceed \$10,000.00.

### **Part IV (C): Leave of Absence with Salary**

Teachers are responsible for tracking the number of paid days they request to ensure they do not exceed their available balances. To assist in this regard, individual quota balances can be referenced through the Board's Portal. It should be noted that these balances are reported based on days already used, and do not reflect any future dates approved but not yet taken.

#### ***Personal Leaves:***

9.06 The Board shall grant a leave of absence to a Teacher for personal reasons, other than the day immediately before or after March Break and the Christmas Break and as noted herein. Such leave must be applied for at least two (2) weeks in advance of the day or days of absence. Each teacher shall be granted one (1) day per school year. If the day is not taken it will only be carried into the next school year worked. The time taken shall no longer be deducted from the teacher's sick leave in accordance with Part A – Central Terms, Article 16.

Note: In the event of a temporary, unavoidable shortage of occasional teachers, the Board may, upon consultation with O.E.C.T.A. limit the number of requests for this leave on any given day. This shall not affect the interpretation of Article 13.03.

9.06 (a) The Board shall grant a leave of absence to a Teacher required to be absent for personal reasons beyond the control of the teacher, with the prior approval of the Principal and the Director. It is understood that a teacher who is unable due to the urgency of the matter to obtain prior approval may assume permission without penalty other than loss of sick leave /STLDP days or loss of pay if the leave is not granted as determined by the Superintendent of Human Resources. This leave is not to exceed two (2) school days in the school year and is to be accessed for the following reasons:

- (i) caring for a member of the teacher's immediate family in case of serious illness when the teacher has been unable to obtain other proper care for such member;\*
- (ii) specialist's or dentist's appointment that cannot be obtained outside the school day;\*
- (iii) inclement weather where the teacher is unable to reach the school(s) from the teacher's place of residence because of impassable roads, and the teacher is also unable, because of impassable roads, to report for duty to the nearest Board school.\*



- (iv) attending the teacher's own graduation;
- (v) when a teacher has responsibility in the organizational aspects of artistic, athletic, or cultural activities at the provincial, national or international levels;
- (vi) moving to a new place of residence when it cannot be done on a week-end or holiday.

\*Additional days are available for (i), (ii), (iii) in accordance with Part A, Article 16, to a maximum number of 5 days per school year including 9.06.

***Paternity Leave:***

9.07 A male teacher shall be granted a special leave, with salary and no deduction from sick leave, to a maximum of five days for needs directly related to the birth of his child.

***Adoption Leave:***

9.08 Any teacher shall be granted a special leave, with salary and no deduction from sick leave, to a maximum of five days for needs directly related to the adoption of a child within Canada.

9.08 (a) Any teacher shall be granted a special leave, with salary and no deduction from sick leave, to a maximum of ten days for the needs directly related to the adoption of a child outside of Canada.

***Workplace Safety and Insurance Board (WSIB) Benefits:***

**Shall be in accordance with Part A - Central Terms Article 13 of this collective agreement and in addition, the following:**

9.09 It is agreed that when a member of the teaching staff is eligible for and received approval of a Workplace Safety and Insurance Board (WSIB) payment:

- (i) the Workplace Safety and Insurance Board (WSIB) payment received shall be remitted to the Board;
- (ii) the Teacher shall receive full salary from the Board;
- (iii) there shall be no deduction of sick leave from the teacher;
- (iv) top-up to full pay will be limited to 4.5 years.

9.09 (a) If a meeting is held between the teacher(s) and the school board representatives, the teacher(s) shall have the right to be accompanied by a member of the teacher(s) Affiliate.

***Jury Duty/Subpoena:***

9.10 When a teacher is required to be absent because of jury duty or subpoena, the teacher shall be subject to neither loss of salary nor deductions from sick leave. Fees receivable shall be turned over to the Board, excluding legitimate expenses incurred.

***Quarantine:***

9.11 When a teacher is absent due to quarantine or other order of medical health authorities.

***Professional Purpose:***

9.12 When a teacher is absent, with Board approval, for professional purposes, such as conferences, workshops, examinations and other activities approved by the Board, the teacher shall be granted time off without loss of salary or sick leave and with payment of expenses as approved by the Board.

***Unit Executive Duties:***

9.13 When a teacher is absent to perform O.E.C.T.A. executive duties (excluding the executives referred to in Article 9.20) with Board approval, the teacher shall be granted time off for such professional purposes without loss of salary or sick leave. The Unit shall reimburse the Board for the occasional teacher cost incurred within 30 days of receiving the Board's invoice.

9.13 (a) Notwithstanding the exclusion referred to above in Article 9.13 of the collective agreement with respect to the executives referred to in Article 9.20, it is understood and agreed that such executives, if on a half time leave, may apply under Article 9.13 for up to three (3) half day leaves per school year for provincial duties.

***Compassionate Leave:***

**Shall be in accordance with Part A - Central Terms Article 15 of this collective agreement and in addition, the following:**

9.14 (a)(i) When a teacher is required to be absent because of the critical or chronic illness of a member of the teacher's immediate family, the teacher is granted up to three teaching days without loss of salary. The illness must be confirmed by letter to the Director from a medical doctor or a member of the clergy. Longer absence, if absolutely necessary, will be subject to the approval of the Director.

9.14 (a)(ii) Upon request full time teachers shall be granted a part time assignment for a period of no less than one month and less than a full school year in order to tend to a critical or chronically ill member of their immediate family. Requests are to be made in writing to the Superintendent of Human Resources.

9.14 (b)(i) When a teacher is required to be absent because of the death of a member of the teacher's immediate family, the teacher may be granted up to five consecutive days without loss of salary. Immediate family is defined as a spouse, parent, parent-in-law, child, brother, sister or grandparent.

9.14 (b)(ii) In instances where the absence is because of the death of the teacher's spouse, parent or child, the teacher shall be eligible for up to five additional consecutive days without loss of salary.

9.14 (c) When a teacher is absent because of the death of a relative outside the teacher's immediate family or a close friend of the family, the teacher shall be allowed up to one day for attendance at the funeral.

9.14 (d) In cases where a teacher needs additional time beyond the time allowed for compassionate leave, the Director shall be allowed to use discretion in allowing additional time. It is understood that a teacher who is unable, due to the urgency of the matter, to obtain prior approval may assume permission without any penalty, other than loss of salary if leave with salary is not granted.

#### **Part IV (D): Leave of Absence with Loss of Salary**

##### ***Miscellaneous Leave:***

9.15 A teacher may be granted a leave with loss of salary for the following reasons:

- (i) Lawyer or real estate appointment;
- (ii) Attending graduation of a relative or close friend;
- (iii) Attending as president or senior executive officer at a meeting or function of a federation, lodge, service club, church council, alumni association or recognized community organization;
- (iv) Running as a candidate in an election;
- (v) Participating in or coaching at tournaments;
- (vi) Attending a festival of the arts in which the teacher is a participant;
- (vii) When a teacher is a member of a municipal council and is required to be present at a special meeting.

#### **Family medical leave will be in accordance with Part A, Central Terms, Article 15 and the *Employment Standards Act*, as amended, and as modified below.**

9.15 (a) A teacher may apply (in writing to the Superintendent of Human Resources) for a family medical leave without pay for up to eight weeks. Such leave shall be taken in periods of entire weeks. A letter from a physician indicating that the family member has a serious medical condition with a significant risk of death within a period of twenty-six weeks must confirm the terminal illness.

9.15 (b) If a teacher is required to serve the two-week waiting period before receiving Compassionate Care Benefits under Employment Insurance, the teacher shall receive an allowance upon appropriate verification to the Board. This allowance shall be the same amount as the teacher received in benefits from Human Resources and Skills Development Canada for a two-week period.

9.16 A teacher may apply for an extended leave. Such leave shall be granted for personal reasons up to 5 working days.

9.16 (a) The Director or designate may grant up to an additional five (5) working days without pay, upon the written request of a teacher.

9.17 Teachers, other than probationary teachers, who following completion of the Elimination Period are receiving benefits under the group long term disability plan, shall be granted a special leave of absence without pay for up to a period of 48 consecutive months immediately following the completion of the Elimination Period. Subject to the aforesaid maximum of 48 consecutive months, such special leave will not be for a lesser period than, in the opinion of a duly qualified medical practitioner, is necessary for the recovery of the Teacher concerned.

## **PART V - PREGNANCY / PARENTAL / ADOPTION LEAVES**

**Shall be in accordance with Part A - Central Terms Article 14 of this collective agreement and in addition, the following:**

### **Part A: Pregnancy / Parental**

#### **9.17AI: Leave within Employment Standards Act timeliness:**

9.17AI (i) Pregnancy and Parental Leaves will be in accordance with the *Employment Standards Act* except as modified by the provisions below:

9.17AI (ii) A Teacher shall apply for Pregnancy and/or Parental leave(s) in writing to the Superintendent of Human Resources or designate. A letter from a physician indicating the approximate date of confinement must accompany the application. The teacher should make such application at least two (2) months prior to the commencement of the leave(s) in order that a suitable replacement may be found.

9.17AI (iii) A Teacher returning from a Pregnancy and/or Parental leave shall be assigned to the position the teacher held or would have held had such a leave(s) not occurred.

9.17 AI (iv) A teacher taking a Pregnancy leave or a Parental leave tied to adoption, who is subject to a waiting period of at least two weeks before receiving Employment Insurance benefits shall receive an allowance upon appropriate verification to the Board. This allowance shall be the same amount as the teacher received in benefits from Human Resources Skills and Development Canada for a two week period. For the purpose of this allowance, only one employee of the Board can identify themselves as the adopting parent.

9.17 AI (v) Teachers beginning their pregnancy leave would access a Supplemental Employment Benefit (SEB) plan which would supplement the Employment Insurance benefits. This plan would consist of the following parameters:

- (a) Employees would be required to prove that they had applied for and were in receipt of Employment Insurance benefits in order to receive payment under the plan.
- (b) The SEB would pay the difference between the teacher's Employment Insurance benefit and their scheduled salary for the period of 10 weeks following initial receipt of Employment Insurance Benefits.

(c) There would be no deduction from the sick leave.

**9.17AII: Extended leave for the remainder of the contractual year**

9.17AII (i) Upon request of the Teacher entitled to the leave(s) as set out above, the Board shall grant a leave of absence without pay for the remainder of the contractual year or to the beginning of second term/semester. This request, in writing to the Superintendent of Human Resources, shall be made at least three (3) months prior to the commencement of the leave.

9.17AII (ii) Upon completion of the extended leave as set out in (i) above the teacher shall be assigned to the position the teacher held or would have held had such a leave(s) not occurred.

**9.17AIII: Leave of absence for an additional year**

9.17AIII (i) Upon request of the Teacher entitled to the leaves as set out in AI and AII, the Board shall grant a leave of absence to a Teacher for an additional school year.

9.17AIII (i)(a) Teachers requesting a leave of absence, for an additional year, are encouraged to advise the Superintendent of Human Resources or designate of their intentions, as early as possible in the staffing process for the upcoming school year. Such application shall not be made later than March 31st in the year of the extended leave.

9.17AIII (ii) A Teacher, returning from a Leave of Absence of an additional year shall be assigned to the school from which the leave commenced.

**9.17B: General Principles Applicable to Above**

9.17B (i) The Board shall continue to pay its contribution to the benefit plans provided for in Article XI for the duration of Pregnancy and/or Parental leave taken in accordance with the Employment Standards Act. Where a further leave of absence beyond that in the Employment Standards Act has been granted by the Board, a teacher shall not be entitled to the Board's premium contribution to the benefit plans but a teacher on such further leave may, where permitted by the carrier thereof, apply for the continuation of benefit plans the teacher had at the time of going on the Pregnancy and/or Parental leave.

9.17B (ii) Seniority as per Article XIX shall continue to accumulate during such leaves as set out above.

9.17B (iii) The Board's obligation to reinstate a teacher ends at the expiration of the period(s) provided for in the Employment Standards Act unless the teacher has requested a further leave of absence as set out above.

9.17B (iv) In the best interests of education, teachers shall attempt to arrange the return from a Pregnancy and/or Parental leave with the commencement of a school term.

9.18 The Board shall provide, on a regular basis to O.E.C.T.A. - York Unit a list of teachers who intend to retire or resign or have been granted a Board approved leave of absence.

## **PART VI - LEAVES**

### **Part VI (A): Unit Leaves**

9.19 With the approval of the Director of Education, leaves of absence without loss of salary or sick leave credit shall be granted to members of the teachers' negotiating committee for the days required to participate in negotiations. The Unit shall reimburse the Board for the occasional teacher cost incurred within 30 days of receiving the Board's invoice. It is understood that coverage of the teacher(s) duties shall be by an occasional teacher and not by a teacher regularly employed by the York Catholic District School Board.

#### **Unit Release Time:**

9.20 (a) Upon the request in writing of the York Unit of O.E.C.T.A., the Board shall grant a half-time or a full-time leave of absence for one (1) school year at a time to:

- (i) the teacher who is President of the York Unit (being also the President of one of the branch affiliates/panel); and/or
- (ii) the teacher who is President of the other branch affiliate/panel of the York Unit;
- (iii) Up to three (3) other teachers as designated by the Unit.

9.20 (b) Such requests for leave of absence shall be submitted in writing to the Director of Education prior to May 31st for the following school year. If a half time leave of absence is requested, the parties shall agree to the method of implementation. Failing such agreement, the leave will be granted on the basis of a half day, every school day.

9.20 (c) No sick days / STLDP days shall be credited to such teacher(s) during such leave but any unused sick days prior to such leave shall be available to such teacher(s) on resumption of the full-time employment with the Board.

9.20 (d) The seniority of such teacher(s) shall continue to accumulate during the period of such leave of absence.

9.20 (e) Teachers returning from a leave for Unit business shall be reassigned to the same school from which the leave commenced for the coming year, provided the Board is notified in writing prior to April 30th of the year in progress of the return for the coming year. For the purpose of designating the teaching assignment for the coming year the returning teacher will be considered as having been in that school for the duration of the leave.

**Reimbursement of Unit Release Time:**

9.21 The Unit shall pay the yearly salary and benefits, or half the yearly salary and benefits if the leave is a half-time leave, of the teacher. The Board shall administer such salary and benefits through the normal payroll process. The Unit shall reimburse the Board within 30 days of receiving the Board's invoice.

**Part VI (B): Job Sharing**

9.22 Job Sharing - Refer to Appendix C

**Part VI (C): Special Leave****ARTICLE X - SPECIAL LEAVE**

10.01 (a) The Board may, upon written application of the teacher, allow a leave of absence for up to two years for the purposes of study and/or travel, and/or for the care of a family member, and/or for personal regeneration and/or personal or career development.

10.01 (b) Teachers may request a special leave of absence for part of a school year commencing on September 1<sup>st</sup> and ending January 31<sup>st</sup> or commencing February 1<sup>st</sup> and ending on August 31<sup>st</sup>.

10.01 (c) Teachers returning from a special leave of absence after one year (or after part of a school year) shall be assigned to the position from which the leave commenced.

10.01 (d) Teachers returning from a special leave of absence after two (2) years shall be assigned to the school from which the leave commenced.

10.01 (e) Teachers requesting a special leave of absence should advise the Superintendent of Human Resources of their intentions by March 31st for the upcoming school year.

**Conditions:**

10.02 A teacher may request a third year leave of absence in writing to the Superintendent of Human Resources no later than March 31st in the second year of the special leave of absence.

10.02 (a) A teacher returning from the third year leave of absence shall not have the right of return to the school from which the original special leave commenced.

10.03 The Board is not obliged to pay any salary but the teacher shall retain their standing on the salary grid without increment for that year.

10.04 A teacher on leave may at their option continue to participate in one or more of the benefit plans at the teacher's own expense if permitted by the plan.

10.05 (a) Subject to the York Catholic District School Board and York Occasional Teachers Local of O.E.C.T.A. Collective Agreement, the Board shall grant part time teachers access to the Board's Occasional Teacher list.

10.05 (b) Subject to the York Catholic District School Board and York Occasional Teachers Local of O.E.C.T.A. Collective Agreement, the Board may grant teachers on a leave of absence access to the Board's Occasional Teacher list.

## **PART VII – GROUP INSURANCE BENEFITS**

**Shall be in accordance with Part A - Central Terms Article 7 of this collective agreement and in addition, the following:**

### **ARTICLE XI - GROUP INSURANCE BENEFITS**

11.01 Board pays 80% of premium for dental and group life. The Board pays 100% of premium for major medical.

11.01 (a) The maximum amount payable per person for paramedical services is \$1,250 in any calendar year.

11.02 Major Medical: a vision care rider of \$400 per family member (100% recovery) every two years shall be included in this plan.

11.03 Group Life Insurance for an amount equal to 3 times the Teacher's grid salary plus allowances, the result adjusted to the next higher \$1,000 (if not already a multiple of \$1,000) subject to a maximum benefit of \$500,000, plus accidental death and dismemberment to a maximum benefit of \$500,000.

11.04 The Board shall administer and pay 80% of the premiums of the dental plan to include orthodontic option, and these added restorative options: gold foil restorations, metal inlay restorations, retentive pins, porcelain inlay, crowns, post and core, metal transfer coping, pontics, retainers - inlay only, crowns, retentive pins in abutments.

11.05 The teachers will pay 100% of the premiums of the long term disability plan. The Board shall administer such plan.

11.05 (a) A teacher who has received retroactive long term disability benefits shall reimburse the Board for any salary overpayment within thirty days of receipt of the first long term disability benefits cheque. The Board may, in extenuating circumstances, agree to a repayment plan.

11.06 The teachers acknowledge that the Board is not an insurer of the benefits provided by the insurance plans named in Sections 11.01, 11.02, 11.03, 11.04 and agree that the Board's obligation to pay for any teacher the portions of the premiums referred to in the said sections shall not arise until the teacher has executed and returned to the Board any appropriate application forms for coverage that may be required.



11.07 The Board shall provide the Branch Affiliates with the master policies for all insurance plans provided for in this Agreement as well as any revisions that may be made to them from time to time.

11.08 Subject to agreement by the carriers of the benefit plans the changes to the group insurance plans provided for in Article 11 shall be effective as of January of each year.

11.09 The Board may change the carrier of any benefit plan upon prior notice of any possible change to the Local Bargaining Units and provided that any benefits provided by such other carrier are at least equivalent. Where the Board solicits a change of carrier the Board shall submit a copy of the specifications to the Unit as well as a copy of the specifications provided by the chosen carrier, if different.

11.10 (a) If approved by the insurance underwriters, a teacher who retires from the Board prior to age 65 may retain membership in any of the group benefit plans to which the teacher belongs at the time of retirement until the teacher attains the age of 65 years. The retired teacher must pay the full premium cost to maintain the teacher's participation and coverage under the group contracts.

11.10 (b) The spouse of a deceased teacher may continue coverage under any of the group benefit plans (excluding life) retained by the teacher prior to death, under the following criteria:

- i) the spouse pays the full premium cost of any group benefit;
- ii) coverage may be continued until such a time as the deceased teacher would have attained the age 65;
- iii) coverage ceases if the spouse remarries.

11.11 Part-time teachers shall be eligible for the insured employee benefits which are available to teachers who teach full-time and which are set out in sections 11.01, 11.02, 11.03, 11.04 and 11.05.

11.12 The portion of premium cost for insured employee benefits to be paid by the Board for a part-time teacher shall be determined as follows:

|   |   |   |
|---|---|---|
| Percentage of time worked by a<br>part-time teacher | X | Board share of premium costs<br>for a full-time teacher's insured<br>employee benefits. |
|---|---|---|

The remainder of the premium cost shall be paid by the teacher.

## **ARTICLE XII – EXPENSES**

12.01 A travel allowance will be paid to teachers that are eligible in accordance with Board policy and the current Canada Revenue Agency (CRA) Automobile Allowance Rates for Ontario.

For clarity, business travel relates to:

(i) Travel to meetings / in-services (including professional activity days where not held at primary work location and outside of the region);

(ii) Conferences or consultations, and

(iii) Representing the Board at business events.

Business travel excludes: social events; optional travel; personal visitation at funerals and travel from home to primary work location.

Any permanent teacher required to travel and not covered by the above can apply to the Board and receive a T2200-Conditions of Employment form, or equivalent for income tax purposes.

12.02 The Board shall establish specific regulations pertaining to travel allowances. These regulations shall be available at all work sites with a copy to the Unit.

12.03 Teachers are to be reimbursed for school related expenses approved by the Principal. It is understood that prior written approval for any such expenditure will be obtained from the Principal and the suitable proof will be provided following the disbursement.

## **PART VIII – STAFFING AND WORKING CONDITIONS**

### **ARTICLE XIII - STAFFING**

13.01 Where a new program is to be implemented, if the Board does not provide a specific in-service training, a teacher may request consultative help.

13.02 The Board recognizes the intrinsic value of the services provided by the teacher. In keeping with this, it is the intent of the Board that the work day shall be so arranged as to afford each teacher a fair and equitable workload.

Supervision for the arrival and/or departure of students shall be arranged in a manner which does not unduly extend the teachers duties beyond the instructional day.

13.03 The Board is committed to maintaining a sufficient amount of occasional teachers on an ongoing basis.

#### **Part A - Working Conditions Committee:**

13.04 In an effort to solve problems in a mutually beneficial fashion, the Board and Teachers recognize the establishment of a Working Conditions Committee to deal with

Teacher concerns arising from Teacher workload.

13.04 (a) The Director of Education and the President of the Unit shall each appoint two members to the Working Conditions Committee. The appointment shall be of persons other than themselves and will provide for alternates and a resource person.

13.04 (b) The Working Conditions Committee shall convene, at the request of either party, to consider problems concerning teacher workload.

13.04 (c) If the Committee is unable to resolve the concern, the issue shall be referred to the Director.

### **Part B – Working Conditions:**

13.05 The Board recognizes that the proper functioning of a resource centre is of vital importance to the optimum execution of the school program. In keeping with this, it is the intent of this Board that:

13.05 (a) All schools shall be assigned a minimum of one half time teacher-librarian.

13.05 (b) Schools with an October 31<sup>st</sup> enrolment of 600 pupils or more shall be assigned a full time teacher-librarian.

13.05 (c) All secondary schools shall have a full time teacher-librarian.

13.05 (d) Teacher librarians will not be assigned to provide preparation time coverage to teachers.

13.06 The Board recognizes that educational assistants are to be employed only according to the policy outlined in Appendix "B" and when approved by the Director.

13.07 (a) The Board in exercising its responsibility for assigning teachers, shall take into account the needs of the school system, the particular characteristics of the individual school, the special requirements of the classes within a particular school, including the presence of children who have been identified by an I.P.R.C. as exceptional students or students with other needs, the qualifications, aptitudes, and preferences of the teachers employed by the Board, when determining class sizes and class composition.

13.07 (b) The Board undertakes to staff the school system in such manner as to preclude excessive assignments for any teachers.

13.08 (a)(i) The Board shall provide, in every school, adequate personal workspace for Specialty Teachers (Core, Library, French as a Second Language (FSL), English as a Second Language (ESL), Music and Physical Education).

13.08 (a)(ii) Where practical and possible, the Board shall provide a classroom in each school for the teaching of French as a Second Language, Music and Physical Education.

13.08 (a)(iii) For the assignment of Educational Assistant time, during the elementary school day, students with special needs present in an FSL class shall be given the same consideration for support, as is being considered for any other time period/subject.

13.08(b)(i) The Board shall provide adequate space within every school for the delivery of ESL and/or other Itinerant Resource programming.

13.09 (a) Supervision time in the elementary panel shall not exceed a total of:

- 60 minutes per week.

This will be prorated for part-time teachers.

13.09 (b) Secondary supervision is limited to cafeteria duty, bus duty and on-calls.

13.10 While this Collective Agreement is in force the system wide pupil-teacher ratio will not exceed:

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The above PTR will be reduced each year to include teachers hired as a result of the Provincial Primary Class Size Reduction Initiative and additional teachers allocated in accordance with the PDT agreement for 2008-2012. If this funding becomes incorporated into the classroom teacher foundation grant, then this reduction will become permanent.

For purposes of calculating the number of teachers generated, the full-time equivalent enrolment as of the date specified above, in all grades under the jurisdiction of the Board will be divided by the number specified. Heritage Language Instructors (including instructors who are members of the Ontario Teacher's College) are excluded for the term of this agreement.

Chaplains and/or Chaplaincy team members (who are members of the Ontario College of Teachers) are included for the term of this agreement.

13.10 (a) Provided there is no amendment to section 170.1 of the *Education Act*:

i) Each school year, the minimum classroom teaching staff allocated to each elementary school under the Board's jurisdiction shall be sufficient to ensure that the average class size of its classes does not exceed twenty six (26) full time equivalent pupils.

ii) Each school year, the minimum classroom teaching staff allocated to each secondary school under the Board's jurisdiction shall be sufficient to ensure that the average size of its classes does not exceed twenty three (23) full time equivalent pupils.

(iii) In accordance with the terms of the Provincial Discussion Table (PDT) agreement, 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.

13.10 (b) Within the limits of the number of teachers generated and allocated to the school pursuant to this Article, the Principal shall staff the school so that the following maximum class sizes are not exceeded:

| DIVISION     | MAXIMUM CLASS SIZE OCTOBER 31 |
|--------------|-------------------------------|
| JK           | 23                            |
| SK           | 25                            |
| GRADE 1, 2   | 29                            |
| GRADE 3      | 31                            |
| JUNIOR       | 31                            |
| INTERMEDIATE | 32                            |

Where it is planned that students from a self-contained special education class/centre are to be integrated into a classroom, such students shall be counted in determining the maximum class size.

In the case of a class which contains students in grades 3 and 4 or 6 and 7, the maximum number shall be that for the grade of the majority of the students in the class.

13.10 (c) The Staffing and Excess Procedures as currently agreed to by the Board and OECTA, shall be the procedures upon which elementary and secondary schools shall be staffed. It is understood that in advance of release of the Staffing and Excess Procedures, the Board and OECTA will meet to mutually determine amendments, as necessary.

13.10 (d) A pupil teacher contact of 170 shall be used as a guideline when determining staff allocation within each secondary school. The date upon which to calculate a teacher's pupil teacher contacts shall be October 31<sup>st</sup> in the first semester and March 31<sup>st</sup> in the second semester. Notwithstanding the PTC guideline of 170, it is recognized that there are situations where that number may be exceeded.

13.10 (e) There shall be a Board/Teacher Labour Relations Committee. This committee shall operate in accordance with the following terms of reference:

- i) The Board/Teacher Labour Relations Committee will be comprised of eight members which include: 4 OECTA York Unit Release Officers, the Director of Education, Associate Director of Education, Superintendent of Human Resources and another member of Senior Administration as determined by the Board.
- ii) Each party can bring additional resource personnel as required.
- iii) Committee will jointly address:
  - a) Workload
  - b) New initiatives (prior to implementation at the Board level)
  - c) Teacher welfare
  - d) Contract Administration
- iv) Committee shall meet on a monthly basis. Additional meetings shall be held by mutual agreement.

13.10 (f) There shall be a School Staffing Advisory Committee (SSAC) at all school sites in both the secondary and elementary panels. It shall be established in every school within the first two weeks of the start of the school year.

13.10 (g)(i) Notwithstanding Article 13.10(f), the Unit does not relinquish any rights pursuant to the collective agreement, including but not limited to Article 2.01.

**A. School Staffing Advisory Committee Function:**

The function of all School Staffing Advisory Committees shall be to advise the principal, within the parameters of the collective agreement, regarding:

- i) school staffing priorities;
- ii) the development of the tentative staffing model for the following school year;
- iii) teacher instructional workload distributions, instructional assignments arising from the distribution of staff within the school and the distribution of the school's Educational Assistant allocation;
- iv) the school supervision arrangements, including lunchtime supervision.
- v) at the secondary level staffing implications of Student Success Initiatives.

**B. Teaching Assignment Preferences:**

All teachers may submit a Teaching Assignment Preference Form to the Principal prior to the pre-excess declaration meeting of the School Staffing Advisory Committee.

**C. Elementary SSAC Composition:**

Elementary School Staffing Advisory Committees shall consist of:

- i) the principal, who shall chair the committee,
- ii) any vice principals of the school,
- iii) a minimum of three teachers and a maximum of five teachers per school based on the following  
formula: FTE teachers less than or equal to twenty equals three teachers on committee; FTE teachers less than or equal to thirty equals four teachers on committee; FTE teachers greater than thirty equals five teachers on committee. It is recommended that all divisions within each school are represented by at least one committee member. All members are to be elected by the teaching staff, and if not included in the aforementioned,
- iv) the O.E.C.T.A. School Representative.

**D. Elementary SSAC Meeting Schedule:**

- a) Elementary SSAC's shall first meet prior to September 30th. The Principal shall provide to the committee members at least two (2) days in advance of the meeting where practical and possible, and at least one (1) day in advance, the assignments, supervision schedules, Music, Physical Education, French as a Second Language, Library schedules and Core Resource Student Rosters.
- b) A meeting shall occur at least two (2) weeks prior to the declaration of excess as outlined in the staffing procedures. The Principal shall provide to the committee members, at least two (2) days in advance of the meeting where practical and possible, and at least one (1) day in advance, projected enrolments, staffing allocations,

qualifications of teachers, seniority of staff, Teaching Assignment Preference Forms and draft TCH 25's.

- c) An additional SSAC meeting shall occur in June to review the final "Projected September TCH 25". The TCH 25's shall be provided to committee members at least two (2) days in advance of the meeting where practical and possible, and at least one (1) day in advance.
- d) Any additional meetings of the SSAC shall occur, as necessary.

**E. *Secondary SSAC Composition:***

Secondary School Staffing Advisory Committees shall consist of:

- i) the principal, who shall chair the committee,
- ii) the vice principal responsible for timetabling;
- iii) one department head elected by the school department heads, during an OECTA meeting of school staff, by September 15,
- iv) two teachers as elected by the staff during an OECTA meeting of school staff by September 15, and if not included in the aforementioned,
- v) one of the O.E.C.T.A. school representatives,
- vi) staff allocation officer.

**F. *Secondary SSAC Meeting Schedule:***

- a) The Secondary SSAC's shall first meet prior to September 30th. The Principal shall provide to the committee members at least two (2) days in advance of the meeting where practical and possible, and at least one (1) day in advance, the staffing allocations and Teacher Utilization List.
- b) A meeting shall occur two (2) weeks prior to the start of the second semester in order to review staffing arrangements for the upcoming semester.
- c) A meeting shall occur not later than three (3) school days prior to the declaration of excess as outlined in the staffing procedures. The Principal shall provide to the committee members at least at least two (2) days in advance of the meeting where practical and possible, and at least one (1) day in advance, projected enrolments, draft TCH25, Special Education class sizes and student rosters and the department section list and the names of all teachers in a department, qualifications of teachers, seniority of staff, Teaching Assignment Preference Forms and the number of sections allocated by department.
- d) An additional SSAC meeting shall occur in June, prior to the final five (5) school days, to review the final "Projected September Teacher Utilization List (Target Value Report)". The Principal shall provide the Projected September Teacher Utilization list (Target Value Report) to the committee members at least at least two (2) days in advance of the meeting where practical and possible, and at least one (1) day in advance.
- e) Any additional meetings of the SSAC shall occur, as necessary.

13.10 (h) The secondary principal shall provide in June, prior to the final ten (10) school days, to every teacher a copy of their draft teacher timetable for both semesters of the coming school year. The draft timetable shall indicate each course and course code of the teacher's assignment.

13.11 (a) Full-time teachers in elementary schools shall be granted release time from classroom instruction, per five (5) day cycle or equivalent, for the purpose of preparation, planning and evaluation. Release time granted shall be a minimum of 240 minutes per week.

**See Appendix G for principles and schedule.**

13.11 (b)(i) The Board shall provide a full-time teacher in the secondary panel, a teaching load of six credit equivalent teaching assignments per school year.

Unassigned time not covered by 13.11(b)(i) shall be used to provide each teacher, a minimum of 240 minutes of preparation in each week.

The preparation shall be scheduled on the teacher's timetable in blocks of no less than 40 minutes.

13.11 (b)(ii) Notwithstanding the credit workload referred to in Article 13.11 (b)(i) above, it is understood and agreed that teachers may deliver in one class more than one full credit course when teaching co-operative education, music, basic course combined with another course, a special education program or a tutorial. The teacher will only be required to perform one preparation and delivery of classroom program although differentiated evaluations may be required. All excess credits, referred to in 13.11(b)(ii) shall be taught within the time specified in 13.11 (b)(i).

13.11 (b)(iii) Teachers "on-call" in secondary schools shall not be required to cover for teachers absent because of illness, or scheduled absence of more than one day duration, except in the case of emergency or when a supply teacher is not available. Such coverage as is provided by on-call teachers shall be distributed by each school on an equitable basis.

13.11 (c)(i) In one semester, Department Heads in the secondary schools shall be allotted the equivalent of 40 minutes per day release time for administrative duties in addition to that received pursuant to (b) above. In the other semester, other forms of support and release time shall be provided.

13.11 (c)(ii) Minor Department Heads shall be allotted the equivalent of 40 minutes release time every other day for administrative duties in addition to that received pursuant to (b) above. Such allotment of time shall be achieved by removing Minor Department Heads from the on-call supervisory rotation every other day.

13.11 (d) Secondary school guidance staff, including Co-operative Education teachers delivering Co-op Guidance credits, may be required to fulfil some of their duties during the summer months. It is understood that such days worked during the summer break shall be compensated by lieu time in direct proportion to the time worked and shall not exceed five (5) days.

13.11 (e)

(i) Secondary school Guidance teacher's timetables will consist of both Career Studies and counselling sections. Career Studies will be distributed evenly amongst Guidance



department members.

(ii) Guidance department heads' timetables will include one full credit (2 half credits) of Career Studies.

13.12 Each teacher shall receive 40 consecutive minutes for lunch. The school day shall not be extended in order to implement or administer this provision.

13.13 No teacher in a school offering Heritage Language instruction shall be responsible for instruction or supervision of any students during the time that the teacher's class is participating in a Heritage Language class. Notwithstanding the foregoing, the teacher shall be responsible for assigning, prior to the Heritage Language period, meaningful educational tasks, which are a part of the teacher's regular instructional program, to those students not participating in the Heritage Language class. Such tasks may include completion of unfinished assignments, homework, additional reading and study. The teacher shall not be assigned to any duties during the Heritage Language period.

### **Divisional Chairperson:**

13.14 The parties agree to the following for the position of Divisional Chairperson:

#### **A. Parameters:**

- a) The number of Divisional Chairpersons shall be calculated using the full-time equivalent (F.T.E.) teachers in a school.
- b) The number of teachers in a school is determined by the October 31st F.T.E. student enrolment for that year.
- c) There will be a minimum of 3 and no more than 5 Divisional Chairpersons per school based on the following formula:  
 F.T.E. teachers less than or equal to 20 equals 3  
 F.T.E. teachers less than or equal to 30 equals 4  
 F.T.E. teachers greater than 30 equals 5.
- d) The assignment of Divisional Chairpersons to their respective divisions will be determined by the Principal.

#### **B. Selection Process:**

NOTE: An appointment to Divisional Chairperson is effective as of September 1st for a one (1) year term.

1. Divisional Chair positions will be posted internally to school staff on the first Monday in June (closing the second Monday in June). For clarity, to be considered for the position, a teacher has to be on staff at the time of the posting.
2. Applications submitted to the school Principal.
3. The Principal will submit the name of the successful candidate to Human Resources by the third Friday in June.
4. Human Resources will provide written confirmation to the successful candidate by July 15th.

**C. Compensation:**

A yearly responsibility allowance as outlined in Article 7.01 (a) shall be paid to the teacher appointed as Divisional Chairperson. This allowance is as of September 1<sup>st</sup> and will be retroactive to that date where the appointment occurs after the start of the school year.

**D. Role Responsibilities**

1. It is the responsibility of the Divisional Chair to act as a liaison among the teachers in the division and the school administration in reference to the review, development and implementation of programs, related budgets and resources within a division. This includes, but is not limited to, facilitating implementation of SILCSAW, curriculum and school improvement planning. This shall be done in consultation and coordination with the Principal and Divisional Chair colleagues.
2. To co-ordinate and lead:
  - a) programming and program concerns within the division;
  - b) divisional activities;
  - c) Lead and chair regular monthly meetings which include development of agenda in consultation with the Principal; and
  - d) Divisional Chairs will meet with the Principal once per month and additional meetings may occur if reasonably necessary.
3. To advise in reference to the impact of school organization, school activities and new initiatives in the division.
4. The role of the Divisional Chairperson shall not involve the evaluation of staff.

N.B. See **APPENDIX D** for the qualifications of this position.

**Teacher In Charge:**

13.15 Each elementary school without a vice principal shall have a Teacher in Charge. The Teacher in Charge will be named by the principal from among those teachers who submit their candidacies for the position, and will receive a yearly responsibility allowance as outlined in Article 7.01(a). The Teacher in Charge is responsible only for responding to emergency situations when the principal is out of the school.

**A. Role Responsibilities**

The Teacher in Charge is responsible for responding to emergency situations when the Principal is not present in the school. Teachers in Charge will fulfil their duties following established school procedures in emergency situations.

Emergency situations are situations which cannot wait until the Principal returns. These emergency situations may include:

1. Student care and discipline:
  - a. injured students – medical emergencies
  - b. missing students – Safe Arrival Program
  - c. discipline situations that cannot be postponed
  - d. indoor / outdoor routine for inclement weather

2. Building Needs – Emergency Procedures:
  - a. Evacuation procedures
    - i) Fire
    - ii) Bomb
    - iii) Toxic Spill
  - b. Maintenance
 

Heating – Electrical – Water Supply
  - c. Cancellations
    - i) Bus
    - ii) Early Dismissal
3. Staff
  - i) Health and Safety Concerns
  - ii) Absences – uncovered classes
  - iii) Bus Drivers
  - v) Police
  - vi) Press
  - vii) Strangers in the yard or school

N.B. See **APPENDIX E** for the qualifications of this position.

## **B. Selection Process**

NOTE: An appointment to Teacher-In-Charge is effective as of September 1<sup>st</sup> for a two-year term (where the teacher remains on staff at the school).

1. Prior to May 31<sup>st</sup>, the Principal will either:
  - i) Confirm with Human Resources the name of their Teacher-In-Charge for the upcoming school year (if teacher is in the second year of their two year appointment and is remaining on staff)
  - ii) Confirm that the position will be posted.
2. Where the Teacher-In-Charge position is vacant, the job will be posted internally to school staff on the first Monday in June (closing the second Monday in June).
3. Applications submitted to the school Principal.
4. The Principal will submit the name of the successful candidate to Human Resources by the third Friday in June.
5. Human Resources will provide written confirmation to the successful candidate by July 15<sup>th</sup>.

## **Department Heads**

13.16

### **A. Term of Headship:**

For new appointments to Department Head that are effective as of September 2020 and onwards, the appointment shall be for a period of four (4) years, with a

possibility of a one (1) year extension as determined by the Principal. At the end of the term, existing Department Heads are then eligible to re-apply.

For Department Head appointments that were in effect for the 2019-2020 school year or earlier, these appointments shall be grandparented and the term extended up to June 30, 2025, subject to staffing guidelines. At the end of the term, existing Department Heads are then eligible to re-apply.

**B. Role Responsibilities:**

1. It is the responsibility of the Department Head to act as a liaison among the teachers in the department and the school administration in reference to the review, development and implementation of curriculum and/or programs, related budgets and resources within a department.
2. To co-ordinate and lead:
  - a. Programming and program concerns within the department;
  - b. Departmental activities;
  - c. Lead and chair regular monthly meetings which include development of agenda in consultation with Administration; and
  - d. Academic meetings will occur with Administration once per month and additional meetings may occur if reasonably necessary.
3. To advise in reference to the impact of school organizations, school activities and new initiatives in the department.
4. The role of the Department Head shall not involve the evaluation of staff.

**Teacher Professional Development Committee**

13.17 There shall be a Teacher Professional Development Committee. This committee shall operate in accordance with the following terms of reference:

1. Committee will be comprised of four members which includes 2 OECTA York Unit Release Officers, the Superintendent of Curriculum & Assessment, and another member of Senior Administration as determined by the Board.
2. Each party can bring additional resource personnel as required.
3. Committee will jointly determine:
  - (i) a process to identify the interests and needs of teachers.
  - (ii) the focus of PA days.
  - (iii) the implementation of ministry initiatives, inclusive of Literacy And Numeracy Secretariat.
4. Committee shall meet a minimum of 5 times per year.
5. The committee shall work by consensus. If consensus is not reached, the issue will be referred to the Labour Relations Committee for resolution.

**ARTICLE XIV - TEACHER EVALUATIONS**

14.01 The Board has the right and the responsibility to employ competent teachers and to establish procedures for determining the teacher's competence.

14.02 The Board recognizes that it is in the best interest of Catholic education in the Region that evaluation processes be established and maintained, which are both positive and helpful.

14.03 A teacher shall receive a copy of any formal evaluation no later than fourteen (14) days from the date of the visit or from the date of the last visit where a series of visits is involved. A series of visits shall occur within a period of ten (10) working days and include no more than three (3) lessons being observed.

14.03 (a) A performance appraisal within a school year shall be completed by May 31<sup>st</sup>. This time limit does not apply to Article 14.04.

14.04 Where a teacher received an evaluation with which the teacher disagrees, the teacher shall have the right to a second evaluation. The teacher must notify the Board within ten (10) school days of receipt of the original evaluation that the teacher desires a second evaluation. The teacher shall receive said second evaluation within fifteen (15) school days.

14.04 (a) The Board shall notify a teacher of his/her right to Unit representation and the potential outcome of being placed on review.

14.04 (b) A teacher shall only be subject to the Intensive Evaluation Process for criteria directly related to classroom instruction.

14.05 The teacher may request a member of the Unit to be present for any discussion with Supervisory Officers.

14.06 The teacher shall have the right to respond in writing to the evaluation within five (5) school days of receipt of the evaluation. The teacher's response shall be included in the teacher's personnel file with the evaluations.

14.07 The Board shall make available in each school, copies of the performance appraisal document regarding the evaluation of teachers.

14.07 (a) The Teacher Performance Appraisal process, as determined by the parties, shall be the procedure utilized by the Board for teacher evaluation during the term of the agreement. The parties agree to continue to jointly address, as needed, any changes to the Teacher Performance Appraisal process document in accordance with any legislative changes.

14.08 A teacher on probation shall be evaluated a minimum of once during each year of probation. The provisions of 14.01 - 14.06 shall also apply to evaluations of probationary teachers.

## **ARTICLE XV - PERSONNEL FILES**

15.01 Each teacher shall have the right, upon request and upon the presentation of proper identification, to review the contents of any or all of the teacher's personnel file, including evaluations, as maintained by the Board in the presence of an agent of the Board during regular business hours, otherwise a mutually convenient time shall be arranged. Original documents are not to be removed from Board control. If a teacher requests photocopies of documents in the teacher's file, the Board will provide such copies within three (3) school days and upon payment of a charge of twenty-five cents per page.

15.02 Each teacher shall have the right to object in writing to any item in the file and if the Superintendent of Human Resources decides not to remove the document then such objection shall be attached to the disputed document. No written objection shall be removed from the teacher's file without the teacher's consent.

15.03 No documents, assessments, or written comments which are adverse shall be placed in a teacher's file unless a copy is sent to the teacher.

## **ARTICLE XVI - TRANSFERS, VACANCIES AND PROMOTIONS**

16.01 Where possible and practical teachers' requests for transfer shall be accommodated provided that such requests, in order to be considered for the following school year, must be made to the Board by a date to be determined each school year by the Superintendent of Human Resources, in consultation with the Unit.

16.01 (a) Teachers who have applied for a transfer for five or more consecutive school years without success may apply in writing to the Superintendent of Human Resources, prior to the transfer request form deadline, for assistance from the Board and the OECTA York Unit in obtaining a transfer.

16.01 (b) The list of teachers requesting transfer shall be provided to OECTA York Unit.

16.01 (c) The current seniority list developed since 1992, shall be made available to staff, in the staff room at all schools, during the Transfer and Excess process.

16.01 (d) Teachers requesting a transfer to a particular school shall be granted an interview by the Principal of that school, if a position for which they are qualified is available and they are among the five most eligible in accordance with the following ranked criteria:

- i) Teacher holds the basic qualifications (OCT) for the position
- ii) Board Seniority

16.01 (e) The five interviewees for each opening will be identified by the Human Resources department prior to each round of transfer. Principals shall be responsible for scheduling, conducting the transfer interviews, selecting a teacher from the five interviewees and notifying Human Resources of the successful candidate.

16.02 Where the Board requires that a teacher be transferred, whether for reasons of surplus or otherwise, the teacher shall be informed in writing of the Board's intention to transfer the teacher.

16.02 (a) The transfer shall be discussed with the teacher by a representative of the Board prior to the transfer. A representative of the Unit may attend at the teacher's request.

16.02 (b) Any teacher shall be able to arrange an exchange between schools subject to the exchange being agreeable to the teachers and principals involved. Teachers who arrange an exchange are not prevented from applying for a transfer in the subsequent year.

16.02 (c) Transfers shall occur in a number of phases. Vacancies shall be posted and updated at each round or phase. The last day for transfers shall be determined by the Board in consultation with the Unit.

16.02 (d) Where the transfer of a teacher is not necessitated by the need to fill another position within the Board, the Board shall endeavour, where conditions permit, to arrange a transfer that is mutually acceptable.

16.02 (e) A teacher transferring to a different panel may request a leave of absence from his/her position for one school year with the option of one extension for an additional school year.

16.02 (e)(i) If a teacher decides to return to his/her original panel at the end of the leave of absence he/she will be assigned to the position from which the leave commenced; subject to the application of the excess and transfer procedures at their original school.

### **Vacancies and Promotions:**

16.03 Where possible and practical teachers employed by the Board shall be given priority in the filling of new or vacant positions. Teachers shall also be given priority in the filling of all teaching assignments over a long-term occasional teacher and/or an individual teaching on a letter of permission.

16.03 a) Teachers shall be advised of vacant positions of responsibility prior to public advertisement by a posting.

16.03 b) Before extending an offer of employment to an external candidate, any teacher employed by the Board who fulfils the criteria for the promotion to a bargaining unit position of responsibility shall be interviewed.

16.03 c) Teachers denied promotions shall be so informed within a reasonable period of time.

16.04 It is understood that in advance of declaring a teacher excess to a school, the Board shall advise the OECTA Unit representative and provide the Unit representative an opportunity to review and discuss the basis for the decision with the appropriate official or officials of the Board.

**ARTICLE XVII - TEACHING EXPERIENCE**

17.01 All teaching experience gained in Ontario shall be recognized up to the maximum allowed on grid from the date of receiving a certificate of qualification from the Ontario College of Teachers while teaching regular day school and/or a long term occasional teaching assignment and/or daily occasional teaching.

17.01 (a) A sign off form regarding teaching experience shall be provided to all new hires. Each newly hired teacher will have six months from the date of hire to submit the sign off form to the Human Resources Department: Attention Teacher Personnel. The Board shall calculate teaching experience and grant salary grid recognition based upon the information provided in the New Hire Sign Off Form.

17.01 (b) Teachers are also eligible for recognition of one (1) additional year of teaching experience in the event that they accumulate continuing education experience equivalent to full time secondary teacher workload, which for purposes of this article is a minimum of six credits or credit equivalents. It is understood a teacher may accumulate only one credit or credit equivalent for each class, course or program taught.

The maximum recognition is one (1) year and this clause shall apply to claims filed subsequent to January 1, 1999.

This clause shall apply to any and all claims filed with the Board subsequent to January 1, 1999. While teaching experience acquired prior to January 1, 1999 will be recognized for purposes of qualifying for an additional year, there will be no retroactive adjustment to salary pursuant to this clause.

17.02 All teaching experience gained outside Ontario is to be evaluated on an individual basis by the Director and shall be binding subject to grievance procedure.

17.03 For the purpose of determining placement, qualified experience shall be determined and credited as of June 30th in each year.

17.04 For the purpose of determining "years" of experience, a "year" shall mean the ten (10) month period from September 1st of one year to June 30th of the immediately following year, both dates inclusive.

17.05 Notwithstanding the foregoing, if a teacher has in addition to completed years' experience, worked for five (5) months or more but less than ten (10) months (such five (5) to ten (10) months period being hereinafter referred to as a "short year") as of any September 1st during the term of this Agreement, such short year shall be deemed for the purpose of experience to be a full year of experience; provided that, in such a case months of experience accumulating after the short year shall first be combined with the short year to form a full ten (10) months' year before being credited to any additional years experience.

17.06 The Board may give credit for related experience to teachers who are



employed to teach technological, vocational or business subjects in secondary school programs.

17.07 A teacher shall have previous teaching experience with the Board in an extended Heritage Language Program during the school day recognized for salary placement provided that throughout the period when such experience was acquired, the teacher held a valid certificate of qualification as a teacher in Ontario.

### **ARTICLE XVIII - STAFF REDUCTION REDUNDANCY WITHIN SCHOOL SYSTEM**

**Shall be in accordance with Part A - Central Terms Article 12 of this collective agreement and in addition, the following:**

18.01 Subject to the rights of the teachers to grievance arbitration and the right of the Board to manage the school system.

18.01 (a) Where in the opinion of the Board a reduction of teaching staff is necessary for any reason, reductions will be made in the following order: normal attrition in the contract year including normal resignations, retirements and/or leaves of absence; probationary teachers; teachers other than probationary teachers.

18.01 (b) Where a surplus exists among teachers other than probationary teachers, the following factors as determined by the Board shall be considered: experience and qualifications as prescribed by the appropriate Ministry Regulations to perform the duties of the available positions; length of continuous service with this Board.

18.02 A joint committee of teachers and Administration shall make recommendations to the Director of Education concerning criteria for the determination of experience and qualifications as prescribed by the appropriate Ministry Regulations to perform the duties of the available positions. When these criteria are determined, they shall be posted or otherwise made available to the teachers.

18.03 In making new appointments to staff, the Board shall rehire in reverse order of teachers declared redundant before new teachers with similar experience and qualifications are hired. This right of recall shall exist for the next three (3) (this includes the additional two years in accordance with Part A, Central Terms, Article 12) complete school years following declaration of redundancy by the Board.

18.04 Where a teacher is declared redundant to the system effective August 31<sup>st</sup>, a notice of redundancy shall be provided on or before May 31<sup>st</sup>. Notwithstanding this provision, up to 0.75% of full time equivalent secondary school teachers as of October 31<sup>st</sup> may be declared redundant to the system effective the end of the first semester. A notice of redundancy shall be provided on or before December 31<sup>st</sup> in that semester. For this purpose, it is understood that 18.01(a) and 18.01(b) will be applied to the secondary school complement of teachers.

18.05 Included within the 0.75% redundancy declaration there may be situations where a secondary school teacher is not qualified within the meaning of 18.01(b) to teach any remaining second semester assignment in the system. The teacher may be declared redundant to the system effective the end of the first semester. A notice of redundancy shall be provided on or before December 31st, in that semester. For the purposes of this redundancy process, article 18.01(a) shall not apply.

#### **ARTICLE XIX - DEFERRED SALARY PLAN**

19.01 The Board will grant leaves of absence of one year to teachers on the basis of one of the following Plans 1, 2, 3 or 4:

Plan 1) spreading 4 years' salary over 5 years (hereinafter called "Plan 1") on the following terms and conditions:  
*or*

Plan 2) spreading 3 years' salary over 4 years (hereinafter called "Plan 2") on the following terms and conditions:  
*or*

Plan 3) spreading 2 years' salary over 3 years (hereinafter called "Plan 3") on the following terms and conditions:  
*Or*

Plan 4) spreading 1.5 years' salary over 2 years (hereinafter called "Plan 4" on the following terms and conditions:

19.01 (a) any teacher may apply to participate in such Plan;

19.01 (b) the maximum number of such leaves which may be granted under such Plans shall not exceed twenty five (25) in any one school year;

19.01 (c) a teacher wishing to participate in such Plan shall apply in writing to the Superintendent of Human Resources on or before March 31st to participate in the Plan commencing the following September 1st;

19.01 (d) consideration shall be given to written requests for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to teachers with longer service and teachers who are requesting to participate in a deferred salary leave plan for the first time;

19.01 (e) all written requests reviewed and endorsed by the Superintendent of Human Resources shall be considered by the Director who may, in her/his discretion, reject any written requests which in her/his view might impair the ability of the Board to staff its schools adequately. Teachers whose written requests are approved by the Director shall be so informed by June 1st next following:

19.01 (f) each teacher permitted to participate in the Plan shall enter into an agreement with the Board as follows:

(i) In the case of Plan 1 - in each of the four (4) years of the Plan commencing September 1<sup>st</sup> next following approval, the teacher shall be paid 80% of the salary and allowances to which the teacher is otherwise entitled;

In the case of Plan 2 - in each of the three (3) years of the Plan commencing September 1<sup>st</sup> next following approval, the teacher shall be paid 75% of the salary and allowances to which the teacher is otherwise entitled;

In the case of Plan 3 - in each of the two (2) years of the Plan commencing September 1<sup>st</sup> next following approval, the teacher shall be paid two thirds of the salary and allowances to which the teacher is otherwise entitled;

In the case of Plan 4 - in each one and a half years (1.5) of the Plan commencing September 1<sup>st</sup> next following approval, the teacher shall be paid 75% of the salary and allowances to which the teacher is otherwise entitled;

(ii) In the case of Plan 1 - the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

In the case of Plan 2 - the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

In the case of Plan 3 - the remaining one third of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

In the case of Plan 4 - the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

(iii) In the case of Plan 1 - the leave of absence shall commence on the September 1<sup>st</sup> of the 5<sup>th</sup> year from the commencement of the teacher's participation in the Plan;

In the case of Plan 2 - the leave of absence shall commence on the September 1<sup>st</sup> of the 4<sup>th</sup> year from the commencement of the teacher's participation in the Plan;

In the case of Plan 3 - the leave of absence shall commence on the September 1<sup>st</sup> of the 3<sup>rd</sup> year from the commencement of the teacher's participation in the Plan;

In the case of Plan 4 - the leave of absence shall commence on the 98<sup>th</sup> school day, of the 2<sup>nd</sup> year from the commencement of the teacher's participation in the plan.

(iv) during such school year of the leave of absence the Board shall pay the teacher all the funds accumulated pursuant to (ii) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 6.02, as the teacher may direct;

(v) the teacher shall continue their contributions to the Teacher's Pension Plan and the teacher will be responsible for arranging with the Board the payment of premiums for benefit plans;

(vi) a teacher returning from a deferred salary leave of absence shall be assigned to the position from which the leave commenced.

(vii) during such leave, the teacher's seniority shall accumulate but for the purposes of Articles XVII or VI the period of such leave shall not be regarded as experience;

(viii) the teacher shall not be entitled to any sick leave credits during the period of such leave but on the teacher's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;

(viii) a teacher declared redundant under Article XVIII or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The teacher shall then be paid within sixty (60) days a lump sum equal to the teacher's contributions plus interest accrued to date of the withdrawal;

(ix) permission to withdraw from the Plan will be solely at the discretion of the Board;

(x) notwithstanding the foregoing, the Board may, if it is unable to employ a teacher as a suitable replacement for the participating teacher who is on leave, defer such leave for up to one year. In such event the participating teacher may withdraw from the Plan and the teacher shall then be paid within sixty (60) days a lump sum equal to the teacher's contribution plus interest accrued to the date of such withdrawal;

(xi) if a teacher dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher's personal representative, in the event of the teacher's death, or the teacher shall be paid such lump sum and interest accrued up to the date of the teacher's death, retirement, dismissal, termination or leaving, as the case may be.

## **PART IX - CONTINUING EDUCATION**

### **ARTICLE XX**

#### **20.01 Definitions**

20.01 (a) "Continuing education teacher" as referred to in this clause shall mean a teacher as defined in the *Education Act* (the "Act"), employed to teach a continuing education course or class established in accordance with the regulations under the Act for

which a valid certificate of qualification as a teacher is required by the regulations.

20.01 (b) "Continuing education course or class" shall mean a continuing education course or class as defined in the regulations and for which a valid certificate of qualification as a teacher is required by the regulations.

20.02 The Board shall pay to a continuing education teacher for each hour of instruction in a continuing education course or class the following rate of pay:

**Shall be in accordance with Part A - Central Terms Article 2 of this collective agreement and in addition, the following:**

| <b>Commencing Pay Date</b> | <b>Hourly Rate</b> |
|----------------------------|--------------------|
| September 1, 2019          | \$46.60            |
| September 1, 2020          | \$47.07            |
| September 1, 2021          | \$47.54            |

20.03 A continuing education teacher shall not be paid while absent from duties for any reason.

20.04 Other than as set out in this clause, the terms and conditions of this Collective Agreement shall not be applicable to continuing education teachers.

20.05 (a) Notwithstanding clause 20.04, the grievance and arbitration procedures set out in this collective agreement shall apply to continuing education teachers with respect to the terms and conditions of employment set out in this Article XX.

20.05 (b) The non-fixed salaries Article 5.01 shall also apply to continuing education teachers.

20.06 The Board and the Teachers agree that the employment of a continuing education teacher is conclusively deemed to be terminated upon completion of the course or class which the teacher was employed to teach or the date of cancellation of the course or class which the teacher was employed to teach.

20.07 Notwithstanding clause 20.06, if a course which a continuing education teacher is employed to teach is cancelled on or after the first scheduled session of such course, the Board shall pay to such teacher the greater of (i) the amount of pay earned by the teacher for the course or class prior to its cancellation or (ii) \$200.00.

20.08 The Board shall post Continuing Education opportunities to all teachers using the Board's online recruitment system before seeking external applicants. Such advertisements shall be posted in the schools for at least five (5) days. The Board shall give preferential consideration to such internal applicants when hiring for courses or classes in those subjects, which the teacher/applicant is currently teaching or has recently taught while in the employment of the Board.

**ARTICLE XXI HOME INSTRUCTION**

21.00 Home Instruction work shall first be offered to the student's classroom teacher. If the student's teacher declines, home instruction shall be offered in the following order:

- (i) to a qualified teacher who has indicated their willingness to home instruct to the Superintendent of Education: Exceptional Learners;
- (ii) to other qualified teachers in the school; and
- (iii) to a qualified teacher as determined by the Board.

21.01 Payment to qualified teachers for home instruction shall be at the continuing education rate.

21.02 After the home visits, the home instructor shall be responsible for the program and for evaluation of the student, in consultation with the classroom teacher.

21.03 Qualified teachers, who provide home instruction, shall be credited in accordance with Article 17.01(a) dealing with accumulation of continuing education experience at the rate of one (1) credit or credit equivalent for every one hundred and ten (110) hours of accumulated home instruction, up to a total maximum of one (1) additional year, for all continuing education experience. For the purpose of clarification, it is understood that the home instruction may be elementary or secondary home instruction.

21.04 Included in the confirmation of a home instruction assignment will be a statement informing teachers it is the duty of the teacher to apply to the Board for the credit for home instruction.

21.05 The accumulation of home instruction credits shall be permitted from March 1, 2000 onward.

**ARTICLE XXII - DURATION OF AGREEMENT**

22.01 This agreement shall be in effect from September 1, 2019 to August 31, 2022.

22.02 An electronic copy of the collective agreement shall be made available by the Board to each teacher.

22.03 An electronic copy of the collective agreement shall be posted and accessible to each teacher upon entering employment with the Board.

SIGNED AT Aurora, Ontario the 6<sup>th</sup> day of July, 2020

| FOR THE BOARD  | FOR THE ASSOCIATION – OECTA  |
|--|--|
| <br>Michael Gray<br>Superintendent of Human Resources and International Education<br>(Chief Negotiator) | <br>Filomena Ferraro<br>President, York OECTA (Chief Negotiator)       |
| <br>Dominic Mazzotta<br>Trustee   | <br>Mike Totten<br>1 <sup>st</sup> VP & CEO Elementary                 |
| <br>Elizabeth Crowe<br>Trustee  | <br>Greg Bolton<br>Negotiator (Secondary Panel)                        |
| <br>Ab Faloni<br>Director of Education  | <br>Edny Di Falco<br>Negotiator (Elementary Panel)                     |
| <br>Jennifer Sarna<br>Superintendent of Education: School Leadership (Secondary)                       | <br>Jamal Warda<br>Negotiator (Secondary Panel)                       |
| <br>Opiyo Oloya<br>Superintendent of Education: School Leadership (Elementary)                        | <br>Reg Shepherd<br>Negotiator (Elementary Panel)                    |
| <br>Brent Matthews<br>Principal (Elementary)  | <br>Heather Manassis<br>Negotiator (Elementary Panel)                |
| <br>Joel Chiutsi<br>Principal (Secondary)   | <br>Karen Ebanks<br>Negotiator (Secondary Panel)                     |
| <br>Antonella Rubino<br>Academic services – Specialist  | <br>Mike Oyston<br>Negotiator (Secondary Panel)                      |
| <br>Paulette Bellerby<br>Manager, Employee Relations  | <br>Bruno Muzzi<br>Bargaining and Contract Service Department, OECTA |

## **APPENDIX A – TIE BREAKERS**

If basic qualifications and seniority result in a tie then the following factors apply in this order:

1. York Catholic District School Board - The Board  
Teaching experience in this Board after Ontario Certification
  - i) On a probationary or permanent contract
  - ii) Occasional teaching contract
2. Ontario Experience - After Ontario Certification
  - i) On a probationary or permanent contract
  - ii) On a verified occasional teaching contract
3. Canadian Experience - Verified teaching experience in another Canadian province after certification in that province.
4. Experience out of Country- Verified experience after certification outside of Canada.
5. QECO - Highest rating
6. Y.C.D.S.B. - Other experience
  - QUALIFIED HERITAGE - Extended Day  
Experience in the Heritage Language Extended Day School Program while holding Ontario Teachers Certification (years and months)
  - QUALIFIED SUPPLY TEACHING  
The number of individual days, after certification, as recorded in payroll records.
  - NON QUALIFIED HERITAGE  
Experience in the Heritage Language Extended Day School Program prior to holding Ontario Teacher Certification
  - NON QUALIFIED  
Non qualified long term occasional and/or daily occasional days teaching or on a Letter of Permission.
  - EDUCATION ASSISTANT
7. Related Experience Granted under Board Policy 411
8. Qualifications - as recorded on the Ontario Teacher Record Card
  - i) Basic Qualifications
  - ii) Additional Qualifications
9. Degrees - Type, Level and Number
10. Other
  1. Practice teaching in York Region
  2. The date recorded in the first line of the probationary teacher's contract.



## **APPENDIX B - EMPLOYMENT STANDARDS ACT**

### **PREGNANCY LEAVE AND PARENTAL LEAVE**

Pregnancy and Parental leaves will be in accordance with the sections of the *Employment Standards Act* that are relevant to teachers, except as modified by the terms of the current collective agreement.

To reference the provisions of the *Employment Standards Act*, please refer to the following link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0/pregnancy-and-parental-leave>

## **APPENDIX C - JOB SHARING**

The Association agrees with the Y.C.D.S.B. to institute Job Sharing. Job Sharing will be subject to the terms and conditions outlined below:

### **NUMBER OF POSITIONS AND DISTRIBUTION:**

- 1) A maximum of twenty (20) full time positions shall be designated as Job Sharing positions where possible.
- 2) Where possible, the positions shall be distributed in the following manner:
  - i) a minimum of three (3) positions shall be designated as elementary school positions (FDK - Grade 8).
  - ii) a minimum of three (3) positions shall be designated as secondary school positions (Grade 9 – Grade 12).
  - iii) a minimum of three (3) positions shall be designated as specialized program staff (Core Resource, Library, English as a Second Language, PACE, etc.\*) positions (\*designations to be determined).
  - iv) No school shall receive more than two (2) job share pairings, unless the maximum number of overall pairings has not been reached.
- 3) Remaining positions will be distributed in consultation with OECTA in accordance with the job share procedures.

### **ACCESS TO JOB SHARING POSITIONS:**

Access to Job Sharing Positions shall be according to the following procedure:

- 4) Job Sharing will be restricted to permanent teachers. The senior job sharer applicant must hold a full time assignment at the time of application. The job share applicants forfeit their right to transfer during the job share arrangement once confirmed.
- 5) In order to determine which positions are to be subject to job sharing, applications indicating a job shared type sought will be mutually agreed upon and according to the limits and procedures set out in Articles 1-3 above. This procedure establishes the twenty (20) positions to be job shared and the twenty (20) senior job sharers.

- 6) The Board shall post twenty (20) positions available for job sharing via the Board recruitment system inviting applications to share those particular positions according to the workload requested by the senior job sharer and mutually agreed to with the Board.
- 7) Applications for designated job sharing positions shall be considered on the basis of reverse seniority (juniority) position level available and qualifications to fulfil the positions. Applications will also be considered on the basis of school population to ensure an equitable distribution of positions across the Board. The Association President or designate and the Board will agree in a formal meeting as to the job sharing pairs.

**DURATION:**

- 8) A job sharing position shall have a duration of one (1) contract year with an option for extension for a second contract year if the parties to the job sharing position and the Board mutually agree. The Board is to be notified in writing of such extension request by the specified yearly deadline for review.
- 9) A job sharing assignment beyond two (2) years may be extended with the sole approval of the Board.

**JOB SHARE COMMITMENT:**

- 10) Once a teachers' application for job share is approved, s/he may not rescind under any circumstances unless mutually agreed to and approved by the Board.

**WORKLOAD:**

- 11) A regular job sharing assignment shall be a 50/50 assignment, however any arrangement that does not exceed 66 two-thirds/ 33 one-third in the secondary panel and 40/60 in the elementary panel is acceptable.

**RETURN FROM JOB SHARING:**

- 12) Upon expiration of the job sharing assignment, the senior job sharer shall retain the position on a full-time basis. The junior job sharer shall be returned to the school of origin as per staffing guidelines.

The junior job sharer shall not have the right to return to the school from which the job sharing leave commences if participation in job sharing exceeds more than two (2) years regardless of whether a new job share position is assigned. Instead the junior job sharer will attend excess placement day or participate in the transfer process.

Junior job sharers who hold a centrally assigned position shall return to the program not the location. A position will be selected during the appropriate Placement Day.

**DATES:**

- 13) To be mutually agreed to between the Association and the Board.

**TEACHERS CUMULATIVE SICK LEAVE PLAN AND RETIREMENT GRATUITY PLAN:**  
***For the duration of the 2019-2022 collective agreement, shall be in accordance with Part A - Central Terms Article 3 and in addition, the following:***

14)

- a) A participant will be granted 11 x 3/4 days at the start of the school in question and 120 STLDP days prorated at three quarters.
- b) Each participant will draw upon the days at the rate of one day for one day.

**RECOGNITION OF YEARS OF EXPERIENCE**

15)

- a) One year position sharing: Each participant will be granted one (1) year's experience as if they had worked the entire ten (10) month period on a full time basis.
- b) Two or Three year position sharing
  - 1) Each participant will be granted one (1) year's experience as if they had worked the entire ten (10) month period in each year on a full time basis.
  - 2) Each participant, at the end of the job sharing, will have a short year (5 months) should the participant work partial years in subsequent years.

**BENEFITS**

***For the duration of the 2019-2022 collective agreement, shall be in accordance with Part A - Central Terms Article 7.***

Benefit administration (Pre- establishment of the OECTA Employee Life and Health Trust)  
*In accordance with Part A - Central Terms Article 7, effective the date that the parties agreed to participation in the OECTA ELHT, the below collective agreement language ceased to have effect:*

11)

- i) The concept of Board supporting full time benefits would be limited to an additional 24 benefit packages.
- ii) Board's liability is limited to maintaining a no cost/low cost item.

**FORMULA FOR BENEFIT SUPPORT:**

Total full time gross salaries of Jobshare positions - Total gross salaries of Jobshare positions during Jobshare = Total Savings to Board.

Total Board saving / 24 = Average Board savings = Y

Total benefit liability = Cost of 48 jobshare benefit packages / 2

Average benefit cost = Cost of 48 jobshare benefit packages / 2 = X

24

When Y greater than or equal to X: Board pays full time benefits.

When Y is less than X: Board pays percentage of benefits equal to Y/X times 100.

## **APPENDIX D - DIVISIONAL CHAIR**

### **QUALIFICATIONS**

- (i) OECTA York Unit teacher other than a probationary teacher
- (ii) On staff at the time of application
- (iii) Qualified to teach in the division

If, in special circumstances (e.g. new schools), no applicant meets the aforementioned criteria the representatives of the Unit and the Board shall discuss the circumstances and make recommendations.

## **APPENDIX E - TEACHER IN CHARGE**

### **QUALIFICATIONS**

- (i) OECTA York Unit teacher other than a probationary teacher
- (ii) On staff at time of application
- (iii) Minimum of 4 years OECTA York Unit teaching experience

## **APPENDIX F - PAY DATES**

| <b>2019-2020</b> |       | <b>2020-2021</b> |       | <b>2021-2022<br/>(to be confirmed)</b> |       |
|------------------|-------|------------------|-------|--|-------|
| Sep 5, 2019      | 3.85% | Sep 3, 2020      | 3.85% | Sep 2, 2021                            | 3.85% |
| Sep 19, 2019     | 3.85% | Sep 17, 2020     | 3.85% | Sep 16, 2021                           | 3.85% |
| Oct 3, 2019      | 3.85% | Oct 1, 2020      | 3.85% | Sep 30, 2021                           | 3.85% |
| Oct 17, 2019     | 3.85% | Oct 15, 2020     | 3.85% | Oct 14, 2021                           | 3.85% |
| Oct 31, 2019     | 3.85% | Oct 29, 2020     | 3.85% | Oct 28, 2021                           | 3.85% |
| Nov 14, 2019     | 3.85% | Nov 12, 2020     | 3.85% | Nov 11, 2021                           | 3.85% |
| Nov 28, 2019     | 3.85% | Nov 26, 2020     | 3.85% | Nov 25, 2021                           | 3.85% |
| Dec 12, 2019     | 6.07% | Dec 10, 2020     | 6.07% | Dec 9, 2021                            | 6.07% |
| Dec 24, 2019     | 3.85% | Dec 24, 2020     | 3.85% | Dec 23, 2021                           | 3.85% |
| Jan 9, 2020      | 3.85% | Jan 7, 2021      | 3.85% | Jan 6, 2022                            | 3.85% |
| Jan 23, 2020     | 3.85% | Jan 21, 2021     | 3.85% | Jan 20, 2022                           | 3.85% |
| Feb 6, 2020      | 3.85% | Feb 4, 2021      | 3.85% | Feb 3, 2022                            | 3.85% |
| Feb 20, 2020     | 3.85% | Feb 18, 2021     | 3.85% | Feb 17, 2022                           | 3.85% |
| Mar 5, 2020      | 3.85% | Mar 4, 2021      | 3.85% | Mar 3, 2022                            | 3.85% |
| Mar 19, 2020     | 3.85% | Mar 18, 2021     | 3.85% | Mar 17, 2022                           | 3.85% |
| Apr 2, 2020      | 3.85% | Apr 1, 2021      | 3.85% | Mar 31, 2022                           | 3.85% |
| Apr 16, 2020     | 3.85% | Apr 15, 2021     | 3.85% | Apr 14, 2022                           | 3.85% |
| Apr 30, 2020     | 3.85% | Apr 29, 2021     | 3.85% | Apr 28, 2022                           | 3.85% |
| May 14, 2020     | 3.85% | May 13, 2021     | 3.85% | May 12, 2022                           | 3.85% |
| May 28, 2020     | 3.85% | May 27, 2021     | 3.85% | May 26, 2022                           | 3.85% |
| June 11, 2020    | 3.85% | June 10, 2021    | 3.85% | Jun 9, 2022                            | 3.85% |
| June 25, 2020    | 3.85% | June 24, 2021    | 3.85% | June 23, 2022                          | 3.85% |
| July 9, 2020     | 3.27% | July 8, 2021     | 3.27% | July 7, 2022                           | 3.27% |
| July 23, 2020    | 3.27% | July 22, 2021    | 3.27% | July 21, 2022                          | 3.27% |
| Aug 6, 2020      | 3.27% | Aug 5, 2021      | 3.27% | Aug 4, 2022                            | 3.27% |
| Aug 20, 2020     | 3.27% | Aug 19, 2021     | 3.27% | Aug 18, 2022                           | 3.27% |

## **APPENDIX G - ELEMENTARY PREPARATION TIME**

The parties agree that the following model for elementary preparation time shall be maintained for the 2014-2017 collective agreement term based on the following:

|                         | <b>2014 - 2017</b>   |   |
|-------------------------|--|---|
| <b>Kindergarten</b>     | <u>Phys Ed:</u><br>90 minutes weekly<br>5(30) Minutes prep weekly<br><b>(240)</b>                            | <u>Full Time Kindergarten Phys Ed:</u><br>6(40) = 240<br><b>(240)</b> |
| <b>Grades 1 - 3</b>     | <u>FSL:</u> <b>3</b> (40) = <b>120</b><br><u>Phys. Ed.:</u> <b>3</b> (40) = <b>120</b><br><b>(240)</b>       |   |
| <b>Grades 4 &amp; 5</b> | <u>FSL:</u> 5(40) = 200<br><u>Music:</u> 1(40 minute) weekly<br><b>(240)</b>                                 |   |
| <b>Grades 6 - 8</b>     | <u>FSL:</u> 4( <del>40</del> ) = 160<br><u>Music:</u> 2(40 minute) <b>OR</b><br>1(80 minute)<br><b>(240)</b> |   |

- The model implemented for the 2014-2017 collective agreement term will be as follows:
- The model for the 2014-2017 will adhere to the following principles:
  - a) Every non-classroom teacher has at least one period of preparation time of no less than 20 minutes, daily.
  - b) Should the scheduling of Phys. Ed. in Kindergarten not be possible in the gym, it shall remain as a program delivered by Phys. Ed teachers. (e.g. drama, dance, outdoor play)
  - c) Scheduling for expansion of prep time shall be done centrally. Prior to the schedules being distributed, they shall be shared with OECTA.
  - d) For grades 6 to 8, FSL shall be delivered in blocks of no smaller than 40 minutes. For grades 6 to 8 one period of music shall be delivered as a 40 minute block. Additional blocks shall be no smaller than 30 minutes.
  - e) For grades 4 and 5, FSL shall be delivered in blocks of no smaller

than 40 minutes and music shall be in blocks no smaller than 30 minutes.

- f) The 2007-2008 system-wide French staffing ratio shall not be reduced.
- g) The targeted percentage of itinerant FSL teachers in any year shall be 12.5%, with a maximum of 15%. Should any difference occur between the target and the maximum, it will be reviewed at Labour Relations.
- h) That FSL teachers currently in the employ of the YCDSB will have first opportunity for French Immersion positions.

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## **LETTER OF UNDERSTANDING (1) - PROVISIONS TO HOLD CERTIFICATION IN RELIGIOUS EDUCATION**

The Parties wish to go on record that philosophically they do not consider a teacher fully qualified as a Catholic Teacher to teach in a Roman Catholic school unless the teacher holds evidence of courses in religious education.

Vatican Council Declaration on Christian Education (page 646-647) states: They (teachers) are, therefore, to be trained with particular care so that they may be enriched with both secular and religious knowledge, appropriately certified, and may be equipped with an educational skill which reflects modern-day findings. Bound by charity to one another and to their students, and penetrated by an apostolic spirit, let them give witness to Christ, the unique Teacher, by their lives as well as by their teachings.

### **RELIGIOUS EDUCATION CERTIFICATES**

The described course for religious education now recognized by the Ministry (Parts, I, II and III) for credit purposes and recognized by Q.E.C.O. for salary purposes and developed for Catholic teachers by Catholic teachers, in conjunction with Catholic trustees, is recognized by this Board to be of primary importance for all teachers and principals.

For the duration of the collective agreement the Board shall reimburse any teacher who successfully completes Part I of the Ministry Religious Education course.

### **EQUIVALENT COURSE IN RELIGIOUS EDUCATION**

Courses accepted as equivalent include any full university credit obtained since Vatican II (60 hours undergraduate or graduate) devoted entirely to the study of Scripture, Christian morality, or other aspects of Christian and Catholic theology. Requests for a statement of equivalency may be made at any time accompanied by documentation in writing, to the Director of Education. The decision will be made in consultation with the Coordinator of Religious Education.

## **LETTER OF UNDERSTANDING (2) - RE: L.T.D. PLAN**

It is agreed that the Board will continue to administer the L.T.D. Plan on behalf of all employees of the Board who belong to the Plan. All York Unit teachers hired after August 31, 2012 will be members of the plan. Teachers hired prior to this date retain the right to be non-members.

**LETTER OF UNDERSTANDING (3) - RE: BOARD ON-LINE SERVICES**

The Board will provide the Association with access to the Board's e-mail and Internet access. The Association agrees to abide by the Board's parameters on acceptable use of all software applications.

**LETTER OF UNDERSTANDING (4) - RE: PART TIME TEACHERS**

The Board is committed to providing opportunities for part time teaching assignments throughout the system.

I) Teachers interested in a part time assignment must request in writing to the Superintendent of Human Resources before March 31<sup>st</sup> on an annual basis. All requests will be granted where the part-time assignment occurs naturally in the staffing process and where practical and possible, as determined by the Superintendent of Human Resources. The parties agree that any disagreement over this provision shall not form the subject matter of a grievance under Article 2B; but shall instead be considered by the Labour Relations Committee.

II) A part time teacher returning to full time status in a subsequent school year will select from available openings. If no openings are available, excess procedures will prevail. Part-time teachers returning to full-time status shall assume available vacancies, based on qualifications, and shall not displace current full-time teachers, subject to excess procedures.

III) The Unit shall be provided on or before April 30th with a list of the people who requested part time placements including location.

**LETTER OF UNDERSTANDING (5) - RE: JOINT MEETINGS**

During the term of the 2019-2022 collective agreement, a staffing meeting will be conducted annually with school administrators, staff representatives and area school superintendents subject to mutual agreement between the Board and OECTA if a meeting is required. The Labour Relations Committee consisting of representatives from the Board and OECTA York Unit will develop the agenda for the meeting.

**LETTER OF UNDERSTANDING (6) - RE: EMPLOYEE FAMILY ASSISTANCE PLAN**

The Board will provide and fund an Employee Family Assistance Plan for its employees for the lifetime of this agreement.



### **LETTER OF UNDERSTANDING (7) - RE: NORTHERN INITIATIVE**

The parties agree that Our Lady of the Lake Catholic College School shall operate as a secondary school from grades 7 to 12 according to the OLLCCS Understandings dated June 17, 2004.

### **LETTER OF UNDERSTANDING (8) - RE: ADULT DAY SCHOOL**

The parties agree that the St. Luke's Alternative Learning Centre program shall operate as a secondary alternative education school according to the St. Luke Adult Learning Centre Understandings dated December 10, 2004.

### **LETTER OF UNDERSTANDING (9) - RE: STAFFING ASSIGNMENTS**

The parties recognize the additional burden of preparing for, and teaching new material, whether it is new curriculum, or a course or grade, which the teacher has not taught recently.

Although it is recognized that it will not always be possible to strictly follow these guidelines, the parties agree that the fair and equitable distribution of workload shall be the overriding principle in the Staffing Procedure. The Principal, along with the School Staffing Advisory Committee shall consider the following principles in addressing Staffing Procedures:

- consideration of written teaching assignment preferences
- qualifications, including "deemed" qualifications

It is expected that any change in teaching assignment will be discussed with the School Staffing Advisory Committee. In the event that changes in staffing during the summer months become necessary, and the members of the School Staffing Advisory Committee are not available for consultation, reasonable efforts shall be made to contact the affected teachers to discuss the relevant staffing considerations.

At the Secondary panel:

- The number of different courses on any teacher's timetable should not exceed a total of four over the school year.
- Additional workload beyond six credits should be assigned in another class of one of the credit courses already on the teacher's timetable during that school year.
- Wherever practical and possible, each teacher's timetable should include at least one of the general, applied, basic, open, world of work, or other non-academic courses.
- Wherever practical and possible, each teacher's timetable should include a balance of intermediate, senior, academic and non-academic courses.

At the Elementary panel:

- Within the current FSL allocation, the number of different courses assigned to each FSL teacher should be minimized with a view to reducing workload.

The Board shall incorporate these principles into the Board's Staffing Procedures.

### **LETTER OF UNDERSTANDING (10) - RE: COMBINED GRADES**

The parties recognize the additional burden of teaching combined grades. Where reasonably possible, split grades should be avoided. Although it is recognized that it will not always be possible to strictly follow these guidelines, the parties agree that in keeping with the fair distribution of workload, the following guiding principles will be used in staffing procedures:

- Cross-divisional combined grades should be avoided;
- Combined grades should be avoided in testing years;
- A careful consideration of class composition, class size, teacher experience, and the grades taught by the teachers, shall be undertaken when assigning combined grades;
- Combined grades should be smaller than straight grades;
- Assignments to combined grades shall be rotated with straight grade assignments and rotated equitably among all those teaching the grades involved.

The Principal, along with the School Staff Advisory Committee shall consider these principles in addressing the Staffing Procedures.

In keeping with the above noted principles, the Board agrees as follows:

- The above noted principles will be incorporated into the Board's Staffing Procedures;
- There will be a specific in-service for combined grade teachers annually;
- A network of combined grade teachers will be established;
- The Superintendent of Schools will review all combined grade assignments;
- The timing of decisions about combined grade staffing, including size and class composition will be made in accordance with the Board's Staffing Procedures;
- In keeping with Article 13.02 concerning fair and equitable workload, teachers in combined grade assignments shall be given priority when determining the following schedule of distribution of any additional planning time (after additional planning time has been allocated in accordance with Letter of Intent #1), case conferences, and resource allocation.

### **LETTER OF UNDERSTANDING (11) - RE: SCHOOLS OUTSIDE OF YORK REGION**

It is understood that any teacher seconded to teach in a Board operated school outside of York Region shall be reinstated to the position from which the secondment commenced.

The parties agree that there are issues with respect to the delivery of program in schools outside of York Region that must be jointly addressed. A committee shall meet at the earliest opportunity to address the issues and deal with any consequential adaptations that may be required.

**LETTER OF UNDERSTANDING (12) - RE: BARGAINING UNIT WORK**

The Board and OECTA York Unit agree that the number of teaching vice principals assigned on a half time basis to OECTA York Unit teaching positions as core resource teachers will be no more than 4.0 FTE.

In the event that a vice principal is absent during their core teaching assignment, occasional teacher coverage will be provided.

**LETTER OF UNDERSTANDING (13) - RE: STUDENT SUCCESS INITIATIVE**

The following method shall be utilized for the assignment of additional staff under the Student Success Initiative, to all regular day schools.

- a) the equivalent of 6 sections per school shall be allocated to Guidance for:
  - all student related activities under the Success Initiative, and
  - At Risk
  - Policy 208
  - Literacy Initiatives
- b) two (2) sections per school shall be allocated for Alternative Education courses. Should the Board receive funding for Alternative Education programs/courses these sections shall be reallocated for the reduction of class sizes under (c)
- c) the remaining sections shall be allocated for the purpose of reducing class sizes. Priority for assignment of these sections shall be on the basis of the number reducing class sizes in the following order of priority:
  - Essential, Applied courses
  - College Courses
  - Open Courses
  - University/College
  - Academic

Should additional sections due to increased funding become available they shall be allocated on the same priority basis.

The implementation of all aspects of the Student Success Initiative shall be through a joint committee of OECTA York Unit and the Board.

**LETTER OF UNDERSTANDING (14) - RE: ANNUAL LEARNING PLAN (ALP)**

The Annual Learning Plan (ALP) is a component of the performance appraisal framework for experienced teachers. The purpose of the plan is to facilitate each teacher's continuous learning and development through identification of their professional learning goals and strategies.

The parties agree to the following:

- The Annual Learning Plan shall be teacher authored and directed.
- In an evaluation year, teachers shall review and update their Annual Learning Plan (ALP) in a meeting with their Principal as part of the performance appraisal process. Review of this plan, as well as completion of this document, shall not be considered in determination of a teacher's performance for evaluation purposes.
- In non-evaluation years, the teacher shall complete their Annual Learning Plan and give it to their Principal for signature no later than October 31<sup>st</sup>.
- It is understood that the Annual Learning Plan is a living document, and can be revisited and updated as required, by the teacher.

### **LETTER OF UNDERSTANDING (15) - RE: CREDIT RECOVERY**

The parties agree to meet on a yearly basis to formulate the parameters for Credit Recovery for the upcoming year. The parameters shall address any possible adverse affect on staffing. The parties further agree that Credit Recovery is not an Alternate to Suspension program.

### **LETTER OF UNDERSTANDING (16) - RE: EXPANSION OF KINDERGARTEN PROGRAM**

The parties agree that every person who is employed to fulfill an instructional role (as defined by the Acts and Regulations) shall be qualified as a teacher and covered by this collective agreement. All teaching functions including but not limited to instruction, assessment and evaluation are the exclusive domain of teaching staff.

### **LETTER OF UNDERSTANDING (17) - RE: SPECIALIST HIGH SKILLS MAJOR (SHSM)**

The Specialist High Skills Major (SHSM) is a Ministry-approved specialized program which allows students to focus on developing knowledge, skills and obtain certifications in certain economic sectors as they work towards meeting the requirements for an Ontario Secondary School Diploma (OSSD).

The parties agree SHSM programs during the **2019-2022** collective agreement term:

1. The SHSM program will be achieved through course selection by the student from an identified list in the school course calendar.
2. Programs will be delivered by statutory members.

**LETTER OF UNDERSTANDING (18) - RE: NEW PERMANENT TEACHER STAFFING PARAMETERS (NORTHERN SCHOOLS)**

The parties recognize the unique challenges of staffing the schools in the northern region (St. Bernadette CES; St. Thomas Aquinas CES; Prince of Peace CES; and Our Lady of the Lake CHS). To assist these schools with stability in staffing, it is agreed that new permanent teachers (NPTs) hired to these four (4) locations shall be exempt from the NPT guidelines and shall not be declared excess to their school, subject to Staffing Guidelines.

**LETTER OF UNDERSTANDING (19) - RE: ELEMENTARY CORE RESOURCE – OCCASIONAL TEACHER CLASSROOM COVERAGE PROVISIONS**

To support our Catholic Learning Communities and in an effort to ensure the continuity of Core Resource support and programming for our students, absences of Elementary Core Resource teachers shall be eligible for occasional teacher coverage in accordance with the following parameters:

1. When a planned absence of three (3) or more consecutive school days is scheduled to occur;
2. For attendance of a Core Resource teacher at any Board in-service (half and/or full day);
3. When an unplanned absence extends to a third consecutive day. In these circumstances, coverage is eligible as of the third day of absence.
4. Article 9.06 personal day absences cannot be attached to a Board in-service day to meet the criteria of the original parameters for such coverage.

It is further recognized by the parties that provision of this coverage is best provided through a roster of occasional teachers who are qualified and specialized in the delivery of Core Resource programming. The roster of such occasional teachers shall be determined by the Board.

**LETTER OF UNDERSTANDING (20) - RE: SECONDARY SCHOOL – SPECIAL EDUCATION DEPARTMENT HEADS – LIEU DAYS**

The parties agree that a teacher fulfilling the duties of Special Education Department Head shall be allocated two (2) lieu days per school year. It is understood that these lieu days must be used in that year and cannot be carried over into the next school year.

**LETTER OF INTENT (1) - RE: PREPARATION TIME - ELEMENTARY SCHOOLS**

The introduction or expansion of program(s) may provide the opportunity to provide additional preparation time to the classroom teacher staff in the elementary school under the jurisdiction of the Board.

It is the intent of the Board to distribute the additional preparation time, which may become available, in an equitable manner to the classroom teaching staff as far as such time may be distributed, commencing with those teachers having the least amount of preparation time. Such distribution shall be in periods of not less than 10 minutes a day.

**LETTER OF INTENT (2) - RE: STUDENTS WITH SPECIAL NEEDS**

Whereas the parties agree that students with special needs are better served when they can receive more of the teachers time, attention and energy and in keeping with Article 13.07(a) and (b); The parties agree, at the request of either, to meet, discuss and arrive at solutions to, problems arising in the application of clauses 13.07(a) and (b).

**LETTER OF INTENT (3) - RE: REDUNDANT TEACHERS**

The parties agree that where a teacher is declared redundant, the Board will follow the provisions in the Occasional Teachers Collective Agreement regarding occasional teaching.

**LETTER OF INTENT (4) - RE: SAFE AND CARING SCHOOL ENVIRONMENTS**

The Board is dedicated to maintaining safe and caring working and learning environments in all its locations for staff and students. Board Policies: 202 (Student Discipline); 204 (Child Protection and Abuse); 218 (Code of Conduct) and 223 (Bullying Prevention and Intervention) contribute to providing such environments.

Issues regarding such matters may be reviewed during Labour Relations Committee Meetings. These meetings may produce recommendations and/or implementation strategies to improve the application of the aforementioned policies.

These above-stated policies will be reviewed with school administrators each school year with the understanding that principals will then highlight these policies and their related procedures with all their community stakeholders (staff, parents/guardians, students).

The parties agree that the terms of this letter of intent shall not be the subject matter of a grievance under Article 2B (Grievance and Arbitration Procedure).

### **LETTER OF INTENT (5) - STAFFING AT THE SECONDARY LEVEL**

The Board intends to undertake the following steps when initiating staffing, at the secondary level:

1. Use enrolment to determine courses and number of sections
2. Create timetables with class sizes for each course, lower than the target value by 3
3. Review class sizes generated to verify that classes are balanced.
4. Review class sizes of multiple\* section courses, if any section is 50% or less of the maximum class size then:
  - a) Close section and re-distribute students to the other sections of the course ensuring classes remain balanced  
*OR*
  - b) Re-balance the class sizes without reducing the number of sections.
5. If any single section course class size is 50% or less of the maximum class size, the course shall be discussed at the SSAC meeting
  - a) If targets are not pierced in more than 10% of classes, then these course(s) can run
  - b) Otherwise, the decision of whether or not a single section course is run shall be discussed with the School Staff Advisory Committee. An annually agreed upon criteria will be developed, at each school for determining whether or not the course runs. Criteria may include:
    - Equitable / proportional distribution amongst departments
    - Courses with the greatest enrolment
    - Courses not offered in previous year (s) etc.

\*Multiple sections courses are defined as any course with more than one section in a school year.

### **LETTER OF INTENT (6) - RE: PATHWAYS AND CAREERS TEACHERS**

The parties agree that, subject to mutual agreement and Ministry funding, the "Pathways and Careers" program will continue to be implemented during the 2019-2022 collective agreement. Prior to the annual staffing process, the guidelines related to assignment of teachers to this program shall be determined jointly by the Labour Relations Committee, in consultation with the Superintendent of Education: Curriculum and Assessment.

On a without prejudice and on an exception basis, this includes that the PCT teacher appointments would be a two (2) year term and that the teachers have the right to return to their position after the term (subject to staffing guidelines).

**LETTER OF INTENT (7) - RE: SPECIAL EDUCATION COMMITTEES**

Through the leadership of the Superintendent of Education for Exceptional Learners, the Board is committed to maintain the current Special Education Committees for the Elementary and Secondary panels for the term of the 2019-2022 collective agreement.

**LETTER OF INTENT (8) - RE: TEACHER ASSIGNMENTS**

Whereas the Collective Agreement, section 265(1)(e) of the *Education Act* and Regulation 298 set out considerations for the assignment of teachers, including ensuring that principals have due regard for the provision of the best possible program and the safety and well-being of pupils, as well as the qualifications, aptitudes and preferences of the teachers;

The parties agree to the following regarding a short-term joint task force on Teacher Preference Forms (TPF):

1. The parties shall establish a joint task force by no later than the end of the first week of the 2020-21 school year. The first meeting shall be scheduled and held no later than September 17, 2020.
2. The task force will be comprised of an equal number of representatives for the Board and OECTA, as mutually agreed by the parties. The Committee shall be chaired by a facilitative mediator. Upon agreement of the parties, additional staff and resource personnel may be invited to attend where required.
3. The mandate of the joint task force shall be specific to Teacher Preference Forms and their application in the assignment of teachers. The mandate shall be to:
  - Identify the interests of both parties as they relate to teacher placements;
  - Develop a mutually agreed upon protocol specific to Teacher Preference Forms and their application, including related changes to the Teacher Preference Forms and Elementary and Secondary School Staffing Guidelines, that properly balances the interests of both parties, as required;
  - Examine if there is greater flexibility in staffing to allow alignment of teacher assignments to their professional development goals, as identified in the Annual Learning Plans; and
  - By no later than December 18, 2020, recommend an action plan based on an agreed upon solution to be considered by the Director of Education.



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