



COLLECTIVE AGREEMENT

Between

THE YORK CATHOLIC DISTRICT SCHOOL BOARD

and

**THE YORK OCCASIONAL TEACHER'S BARGAINING 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 30th of each school year
 - Continuing Education programs and related staffing
 - NTIP
 - Professional learning and Learning to 18 reforms
 - E-learning
 - Persons employed pursuant to letters of permission, temporary letters of approval and use of uncertified teaching personnel
 - Information relating to the employment or allocation of daily, long-term or permanent assignments to occasional teachers
- 11.9** The School Board shall provide this information to the members of the JSC and the Association no later than seventy-two (72) hours prior to JSC meetings unless otherwise agreed.

12. RECALL RIGHTS

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

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

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

13. WSIB TOP-UP

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

14. PREGNANCY LEAVE SEB PLAN

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

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

14.3 Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and short term disability coverage through the school board's normal adjudication process.

14.4 Long Term Occasional Teachers, or teachers hired in term positions, shall be eligible for the SEB as described herein for a maximum of eight (8) weeks with the length of the benefit limited by the term of the assignment. Teachers on daily casual assignments are not entitled to the benefits outlined in this article.

14.5 For clarity, the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible teachers. Where superior maternity entitlements

existed in the 2008-2012 collective agreement, those superior provisions shall continue to apply.

- 14.6** Notwithstanding **14.1** through **14.5** above, where a bargaining unit so elects, the SEB or salary replacement plan noted above will be altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits contained in the 2008-2012 collective agreement. For example, a 2008-2012 collective agreement that includes 17 weeks at 90% would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.

15. STATUTORY LEAVES OF ABSENCE/SEB

15.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- 15.1.7** The Employer shall provide for permanent teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The permanent teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference

between the gross amount the teacher receives from E.I. and their regular gross pay.

- 15.1.8** Long Term Occasional Teachers with an assignment of at least ninety-seven (97) school days in length shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- 15.1.9** SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 15.1.10** The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

16. PAID LEAVES OF ABSENCE

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

17. HIRING PRACTICES

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

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

17.1 Seniority

Seniority as an Occasional Teacher shall commence on the most recent date of hire to the Occasional Teacher Bargaining Unit and shall continue uninterrupted thereafter while employed in the occasional teacher bargaining unit.

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

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

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

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

17.2.2.2 Teaching experience as a certified teacher in Ontario;

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

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

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

17.3 The Appointment of Occasional Teachers in Long Term Assignments:

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

17.3.1 The school board shall not make an offer to any other person to fill a long-term assignment before having placed all redundant and supernumerary teachers in order of seniority.

17.3.2 If the Long Term assignment is not filled in accordance with 17.3.1, the school board shall post the assignment on its website for all occasional teachers on the school board's Roster to access, for at least three (3) weekdays, and will fill the assignment in accordance with the following:

17.3.2.1 All Occasional Teachers shall have the ability to upload their portfolio to a secure and confidential space on Apply to Education or other equivalent space. Furthermore,

Occasional Teachers shall be able to add/delete documents from their portfolio at all times;

- 17.3.2.2** The school board shall identify the five most senior applicants to the LTO assignment posting who are available for the assignment and hold the required qualifications for the assignment, in accordance with articles 17.5.2 and 17.9 below. An Occasional Teacher shall be considered available for the assignment if said teacher has not already been assigned to another LTO position during the term of the LTO assignment being filled in accordance with this process. Each of the five most senior applicants shall be contacted and asked to confirm that they wish to be considered for the position. If any of the five applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that five applicants are considered. No further changes shall be made to the list of applicants to be considered for the assignment.
- 17.3.2.3** The school board shall select the successful applicant from the applicants identified in 17.3.2.2. In doing so, the school board shall access and consider the information contained in the Occasional Teacher's portfolio. Should less than five (5) qualified applicants apply to the LTO assignment posting, the school board shall select the successful applicant from the qualified applicants;
- 17.3.2.4** If no qualified occasional teachers apply to the LTO assignment posting or if all qualified applicants decline the position, the school board may hire an external qualified teacher, in accordance with articles 17.5.2 and 17.9 below, who is not on the Roster, to fill this assignment.

17.4 Occasional Teacher Evaluations

- 17.4.1** All occasional teachers completing an LTO assignment of a minimum of four (4) months in duration shall receive an evaluation using the templated process that has been mutually agreed to by the school board and OECTA. Should the occasional teacher receive an unsatisfactory evaluation, an evaluation shall occur during the next LTO assignment of at least two (2) months duration. Should the occasional teacher receive a satisfactory evaluation at any time, further evaluations may occur where a principal has reasonably identified concerns in the occasional teacher's performance.
- 17.4.2** Where an occasional teacher receives an unsatisfactory evaluation, the school board shall arrange for a meeting with the Unit President

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

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

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

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

17.5 Postings for LTO Assignments and Permanent Positions

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

17.5.2 For an applicant to be considered qualified for the position, the applicant shall hold the required qualifications, as per the *Education Act* and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), in the subject(s) and division(s) identified in the posting. Where a posting identifies more than two subjects, it shall identify the two subjects for which qualifications are required. 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

collective agreement with respect to Members in Acting Administrator positions may be referred by either the board or the Association to the grievance process or to binding arbitration pursuant to the provisions of Part B of the applicable collective agreement.

4. The parties to any such arbitration shall be the Association and the school board. For clarity, it is understood that the Association shall have carriage rights over the grievance and Members in Acting Administrator positions shall have no individual right to grieve or arbitrate any difference described in paragraphs 3 or 7 of this Letter of Understanding.
5. The Arbitrator shall have all of the powers and authority of an arbitrator under the Labour Relations Act. The decision of the Arbitrator shall be binding upon the parties and the Acting Administrator.
6. Paragraphs 3 – 5 of this Letter of Understanding constitute an “arbitration agreement” for purposes of the **Arbitration Act** 1991, S.O. 1991, C. 17.
7. Except as limited by paragraph 1(c) above, any difference arising between OECTA and OCSTA with respect to the interpretation, application or administration of this Letter of Agreement, may be referred by either OCSTA or OECTA to binding arbitration pursuant to the arbitration provisions of Part A of the applicable collective agreement.

LETTER OF AGREEMENT #5**BETWEEN**

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

- and -

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

- and -

The Crown

RE: Benefits

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

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

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

1. PRINCIPLES

- 1.1** The Trust will be governed by trustees appointed by the OECTA (“the employee trustees”) and trustees appointed by OCSTA and the Crown acting together (“the employer trustees”);
- 1.2** The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3** Services provided by the Trust to be available in both official languages, English and French;
- 1.4** Other employee groups in the education sector may join the Trust by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1, will develop an affordable and sustainable benefits plan that is based on the funding available to the other employee group(s).

2. GOVERNANCE

2.1 Board of Trustees

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

- 2.1.2** The Trustees shall also include 2 additional trustees (the “Additional Trustees”), one of whom shall be appointed by OECTA and one of whom shall be appointed by the OCSTA/ Crown.
Each Additional Trustee shall have significant experience in the area of employee benefits, or have expertise in the employee benefits field and be an accredited member in good standing of a self-governed professional organization recognized in Canada in the legal, financial services, actuarial or benefits consulting field whose members have a recognized expertise relevant to employee benefits.

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

- 2.1.3** All voting requires a simple majority to carry a motion.
- 2.1.4** OECTA shall determine the initial term and subsequent succession plan for their Trustees. OCSTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees.

3. ELIGIBILITY AND COVERAGE

- 3.1** The Trust will maintain eligibility for OECTA represented employees who are covered by the Local Collective Agreement (“OECTA represented employees”) as of August 31, 2014 except for individuals covered under section 4.1.4 i. below, and, to the extent they are eligible for benefits from subsisting benefit plans, former and retired OECTA represented employees. The Trust will also be permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop a plan based on the level of funding that the group brings to the Trust.
- 3.2** Any new group that requests inclusion into the Trust will be provided a generic branding for their respective benefit plans.
- 3.3** Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.4** Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation Date shall be segregated in their own experience pool and the premiums are to be fully paid by the retirees.
- 3.5** No individuals who retire after the Board Participation Date are eligible.
- 3.6** The benefit plan offered by the Trust may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), travel, medical second opinion and navigational services, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.7** Each Board shall provide to the Trustees of the OECTA ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4. FUNDING

4.1 Negotiated Funding Amount, Board Contributions

- 4.1.1** Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.3 to the Trustees of the OECTA ELHT by the last day of each month from and after the Board’s Participation Date.
- 4.1.2** By December 31, 2015, the Board will calculate the annual amount of a.i) divided by a.ii) which will form the base funding amount for the Trust;

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

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

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

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

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

4.1.3

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

- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.
- b. An amount of \$300 per FTE, in addition to a) will be provided.

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

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

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

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

4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.). Funding arrangements related to the use of employee Employment Insurance Rebates for the provision of EAP services remain status quo with full disclosure to the local unit but if these funds are directed to the funding of other benefits or benefit services they shall be collected by the board and

provided annually by March 30 to the Trust in addition to the amounts as set out in section 4.1.2.

- 4.1.7** Sixty days prior to the Participation Date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8** The Board shall deduct premiums as and when required by the Trustees of the OECTA ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OECTA ELHT with supporting documentation as required by the Trustees.
- 4.1.9** Any other cost sharing or funding arrangements are status-quo to the local collective agreement, Board policies and/or Board procedures such as but not limited to Employment Insurance rebates.
- 4.1.10** Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.3.0 and 3.4.0. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2 **Start-Up Costs**

- 4.2.1** The Crown shall provide:
- a. A one-time contribution to the Trust equal to one and a half month's benefits costs determined in 4.1.2 a.i), (15% of Total Cost in 4.1.2 a. to establish a Claims Fluctuation Reserve ("CFR"). This amount shall be paid to the Trustees on or before September 1, 2016.
 - b. A one-time contribution to the Trust of one-half of one month's benefits costs determined in 4.1.2 a.i), (4.15% of Total Cost in 4.1.2 a.i), to cover start-up costs and/or reserves. This amount shall be paid to the Trustees in accordance with 4.2.3.
- 4.2.2** The Trust shall retain rights to all data and licensing rights to the software systems.
- 4.2.3** The Crown shall pay to the OECTA \$2.5 million of the startup costs referred to in s. 4.2.1 b. on the date of ratification of the central agreement, and shall pay to OECTA a further \$2.5 million subject to the maximum of the amount referred to in s. 4.2.1 b. by June 1, 2016. The balance of the payments, if required under s. 4.2.1 b. shall be paid by the Crown to OECTA on or before September 1, 2016.

4.2.4

In addition to any other payments required hereunder, on the day that a Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust by the applicable Board in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.

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

The methodology listed above will be applicable for each group leaving or terminating an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- e. Where applicable, Boards with deficits in their benefit plans will first recover the deficit through the CFR and IBNR. Where these reserves are insufficient, the remaining deficits shall be the sole responsibility of those Boards.

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

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

4.3 Interim Benefits Coverage

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

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

5. SHARED SERVICES

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

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

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

5.2 Trustees

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

- a. The Trustees' selection of the Trust auditors and the Trust actuaries.
- b. The annual reports of the auditors and actuaries.

- c. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.
- d. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability, of any subsequent changes to the plan design.
- e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
- f. Validation of the sustainability of the respective Plan Design;
- g. Establishing member contribution or premium requirements, and member deductibles;
- h. Identifying efficiencies that can be achieved;
- i. The design and amendment of the Funding Policy;
- j. The Investment Policy and changes to the Investment Policy;
- k. Procurement of adjudicative, administrative, insurance, consultative and investment services.

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

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

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

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

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

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

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

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

6. ACCOUNTABILITY

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

6.2 Copies of the audited financial statements and actuarial evaluation report requested in section 6.1 above, will be shared with 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 1=100%, .5=50%, etc.) |

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

Appendix B

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

Medical Certificate

Part 1 – Employee - please complete following:

(Employee Name)

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

I hereby consent to the completion of this form by:

(Treating Medical Practitioner's Name)

- Absent from Work

- (first date of absence)
- Not absent from work but requires accommodations

(Signature of Employee)

(Date)

Part 2 – Medical Practitioner – please complete the following

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

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

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

Non-occupational illness/injury

Occupational illness/injury

3. Is he/she receiving treatment: Yes No

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

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

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

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

Expected date of return: _____
(dd/mm/yyyy)

unable to return to work at this time

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

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

Part 5 below is to be completed.

Part 3 – Medical Practitioner – please complete the following:

| COGNITIVE LIMITATIONS AND/OR RESTRICTIONS <input type="checkbox"/> N/A | | | | |
|---|---|--|---|--|
| Please describe cognitive limitations and/or restrictions. Physical limitations and/or restrictions, if any, can be detailed in Part 4. These cognitive restrictions will be assessed when determining modified work either in the employee's own position or another suitable position. | | | | |
| Date of Assessment: _____ (dd/mm/yyyy) | | | | |
| Level of Functioning (Please circle which level applies for each task) | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
| Supervision Required | needs constant supervision | needs frequent supervision | needs limited supervision | requires no supervision |
| Supervision of Others | not able to supervise others | can meet demands of or for occasional supervision | can meet demands of or for regular supervision | can meet demands of full supervision |
| Tolerance to Deadlines | cannot deal with deadline pressures | occasionally deal with deadlines | can deal with deadlines that are reoccurring | can deal with strict deadlines |
| Attention to Detail (indicate maximum time the Individual can concentrate) | concentration on detail is severely limited | concentrate on detail is limited | can concentrate on details, needs occasional breaks of non detailed work | able to concentrate intensely on detailed work |
| Performance of Multiple Tasks | can deal with one task at a time | can handle more than 1 task but requires cues as to when to do task | can handle multiple tasks requires some time management assistance | fully able to handle multiple tasks without difficulty |
| Tolerance to External Stimulus | needs quiet, non distracting work environment | can cope with small degree of distraction | can cope with distracting stimuli for portion of day | fully able to cope with multiple stimuli without negative effect |
| Ability to Work with Others Cooperatively | tolerates working alone | can tolerate others within vicinity, but needs to perform independent tasks | can work with others cooperatively when required | fully able to work in close cooperation with others |
| Confrontational Situations | unable to cope with confrontational situations | can cope with exposure to confrontational situations with back-up available | moderate ability to cope with confrontational situations | able to deal with confrontational situations with tact and control |
| Responsibility and Accountability | errors in judgment or attention likely to occur | can exercise a moderate level of responsibility with occasional need for support | can accept responsibility including the responsibility for the safety of others | can accept a high level of responsibility including sensitive situations |
| Prognosis (based on objective assessments) From the date of this assessment, the above will apply for approximately: | | | | |
| <input type="checkbox"/> 1-2 weeks <input type="checkbox"/> 3-5 weeks <input type="checkbox"/> 6-8 weeks <input type="checkbox"/> 2-3 months <input type="checkbox"/> 4-6 months <input type="checkbox"/> 6+ months <input type="checkbox"/> Unknown | | | | |
| Recommendations for work hours and start date: | | | | Start Date: |
| <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours | | | | _____ |
| | | | | (dd/mm/yyyy) |
| Next appointment date to review Limitations and/or Restrictions: _____ | | | | |
| (dd/mm/yyyy) | | | | |

Part 4 - Medical Practitioner – please complete the following:

| | | | |
|--|---|--|---|
| PHYSICAL LIMITATIONS AND/OR RESTRICTIONS <input type="checkbox"/> N/A | | | |
| Please describe physical limitations and/or restrictions only. Cognitive limitations and/or restrictions, if any, can be detailed in Part 3. These physical restrictions will be assessed when determining modified work either in the employee's own position or another suitable position. | | | |
| Date of Assessment: _____ (dd/mm/yyyy) | | | |
| Walking: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify) _____ | Standing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify) _____ | Sitting: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify) _____ | Lifting from floor to waist: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____ |
| Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____ | Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 5 - 10 steps <input type="checkbox"/> Other (please specify) _____ | | |
| <input type="checkbox"/> Bending/twisting repetitive movement of (please specify): _____ | <input type="checkbox"/> Work at or above shoulder activity: _____ | Limited pushing / pulling with: Left Arm <input type="checkbox"/> Right Arm <input type="checkbox"/> Other (please specify) <input type="checkbox"/> _____ | <input type="checkbox"/> Limited use of hand(s): Left <input type="checkbox"/> Gripping <input type="checkbox"/> Right <input type="checkbox"/> <input type="checkbox"/> Pinching <input type="checkbox"/> <input type="checkbox"/> Other <input type="checkbox"/> |
| <input type="checkbox"/> Operating motorized Equipment | <input type="checkbox"/> Environmental Exposure to: (heat, cold, noise) | <input type="checkbox"/> Chemical exposure to: _____ | <input type="checkbox"/> Exposure to Vibration: <input type="checkbox"/> Whole body <input type="checkbox"/> Hand/arm |
| Other (Please describe) | | | |
| Prognosis - From the date of this assessment, the above will apply for approximately: | | | |
| <input type="checkbox"/> 1-2 weeks <input type="checkbox"/> 3-5 weeks <input type="checkbox"/> 6-8 weeks <input type="checkbox"/> 2-3 months <input type="checkbox"/> 4-6 months <input type="checkbox"/> 6+ months <input type="checkbox"/> Unknown | | | |
| Recommendations for work hours and start date: | | | |
| <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours | | | Start Date: _____ (dd/mm/yyyy) |
| Next appointment date to review Limitations and/or Restrictions: _____ (dd/mm/yyyy) | | | |

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

PART 5 – Health Care Practitioner Information

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

PART B: LOCAL TERMS

Article 1 – Purpose

1.01 The York Catholic District School Board and the York Occasional Teachers' Bargaining Unit of OECTA are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

It is the desire of both parties to this Agreement to maintain and further harmonious relations between the Board and the Association and to provide for the prompt and equitable disposition of grievances.

Article 2 - Definitions

2.01 (a) "Teacher" shall mean any employee of the Board who falls within the term 'teacher' as defined in the *Education Act* and who is engaged in a teaching function, but does not include principal, vice-principal, or supervisory officer.

2.01 (b) Occasional teacher shall mean an "occasional teacher" as defined in the *Education Act* (R.S.O. 1990, c. E.2). A teacher is an occasional teacher if he or she is employed by a board to teach as a substitute for a teacher or temporary teacher who is or was employed by the board in a position that is part of its regular teaching staff including continuing education teachers but,

- (i) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- (ii) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.

2.01(c) "Daily occasional teacher" shall mean any occasional teacher employed by the Board for a period of twelve (12) or less consecutive teaching days as a replacement for a teacher.

2.01 (d) "Long term occasional teacher" shall mean an occasional teacher who has worked for a period of thirteen (13) or more consecutive teaching days as a replacement for a teacher.

2.02 "Days" means instructional days unless otherwise specifically provided. "Instructional days" shall be those designated each school year by the Board and do not include professional activity days or school holidays.

2.02 (a) Each long term occasional teacher shall have a dated "long term occasional contract of employment" specifying the assignment, salary, and duration or estimated duration of an open-ended contract where reasonably known by the Board based on

circumstances of the absent teacher. A copy of such contract shall be provided to the occasional teacher. Failure by the Board to provide such contract does not remove the occasional teachers' rights under 2.01 (d).

2.02 (b) In the event that the long term occasional teachers' contract of employment is to be terminated prior to the original termination date, the long term occasional teacher shall be given five (5) instructional days notice or five (5) days pay in lieu of notice.

2.02 (b)(i) In the event that the long-term occasional teacher's open-ended contract is to be terminated prior to the estimated termination date reasonably known by the Board, and subject to established Human Resources processes, the long-term occasional teacher shall be given a minimum of five (5) instructional days notice where practical and possible.

2.02 (c) In determining whether to grant a long term occasional contract of employment, the Board shall regard professional activity days which are worked, statutory holidays or days when schools are closed by the Board as not breaking the consecutiveness of the days involved.

2.02 (d) The Board shall not break the consecutiveness of days of an assignment which already is a long term occasional teacher assignment or which may become a long term occasional teacher assignment.

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

Article 3 - Recognition

3.01 This agreement shall apply to the occasional teacher bargaining unit defined in the *Education Act* and the *School Boards Collective Bargaining Act*.

3.02 The Board recognizes the Association as the exclusive bargaining agent for all occasional teachers employed by the Board.

Article 4 - Scope

4.01 No permanent teacher, as defined in the *Education Act*, covered by any agreement made under the *Ontario Labour Relations Act* and the *School Boards Collective Bargaining Act* shall be covered by this agreement. However, a permanent teacher who is covered by such Act as a permanent teacher in respect of part time employment with the Board and who is accepted by the Board for additional employment as an occasional teacher shall be covered by this Agreement in respect to such occasional teaching assignment.

4.02 No person in any International Languages Program, Continuing Education or similar such program operated by the Board, shall be covered by this Agreement. However, such person who is legally employed as an occasional teacher shall be covered by this Agreement in respect of such occasional teaching assignment.

Article 5 - Management Rights

5.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its administration.

5.02 Without limited to the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any occasional teacher to lodge a grievance under the grievance procedures here provided for, the occasional teachers and the Association recognize and accept that it is the right of the Board to hire, assign, discipline, discharge, retire or layoff.

Article 6 - Association Security

6.01 The Board will supply the Bargaining Unit with an up-to-date occasional teacher list three (3) times per school year, on or before September 15th, February 1st, and June 15th.

The list will include the name, home address, Board email address and phone number of each occasional teacher, and shall specify which members are:

- (i) on leave of absence; and
- (ii) on long term occasional assignments, including school location and assignment (grade or subject).

6.01(b) Information disclosure to the Occasional Teacher Bargaining Unit shall be provided in accordance with Part A - Central Terms Article 18 of the collective agreement.

**Should the Board be able to provide direct access to any of the above information through Apply-to Education the above parameters will no longer be required.*

6.02 The Board will supply the local Unit with a report that indicates the number of elementary and secondary teachers hired for the preceding school year, and what percentage of those hired were from the Occasional Teacher Seniority Roster. This report will be provided to the local Unit on an annual basis, by no later than October 31st of the subsequent school year.

6.03 The Board will supply the local Unit with the following reports on a bi-monthly basis:

- (i) Total Daily and Open Jobs;
- (ii) Total Unfilled Jobs;
- (iii) Total "No Substitute Required" Jobs

6.04 The Board will supply the local Unit on an annual basis with a "Call Out System Parameter Report" by no later than September 1st of the school year. The call out system parameters shall be discussed prior to implementation with the Unit President or designate.

Article 7 - Just Cause

7.01 Occasional teachers shall serve a probationary period of ninety (90) days taught within the local bargaining unit, within a two (2) year period. During the probationary period, an occasional teacher shall be considered as being on a trial basis and may be discharged or removed from the occasional teacher list at the sole discretion of the Board without recourse to the grievance procedure.

7.02 No occasional teacher who has completed his / her probationary period shall be demoted, disciplined or discharged without just cause.

7.03 Prior to the imposition of any disciplinary action the Board representative shall advise the occasional teacher that he/she has the right to union representation at a meeting to discuss the matter.

7.04 An occasional teacher removed from Smartfind Express (SFE) from one (1) or more schools, shall be notified immediately regarding the date, duration and reason for such removal. The Unit President or designate shall be notified of all such removals.

Article 8 - Association Dues

8.01 (a) During the term of this Agreement, the Board agrees to deduct, from each pay cheque of each occasional teacher, the regular monthly fees and dues as certified by the Association to be currently in effect according to the constitution and by laws of the Association. The Association shall notify the Board in writing, no later than August 31 for the following November, as to the amount of dues or fees currently in effect according to its constitution and by laws.

8.01 (b) The Board agrees to deduct from each pay cheque of all persons who are not members of the Ontario College of Teachers a daily fee of \$2.00 when they perform occasional teacher work.

8.02 Dues and fee deductions made as in Article 8.01(a) and 8.01(b) shall be forwarded to the Provincial Office of the Association and a copy to the Unit President. Such deductions shall be accompanied by a listing indicating the occasional teacher or person's name and the amount of the dues deducted.

8.03 In addition to the fees set out above, the Board shall deduct a local levy from each occasional teacher in each pay period, and remit all levies to the Local Unit.

8.04 The Association shall indemnify and save the Board harmless with respect to all claims, suits, judgements, attachments and any form of liability as a result of the deductions and remittance of dues, fees and levies by the Board pursuant to this Article.

Article 9 - Strikes and Lockouts

9.01 The Board agrees that there shall be no lock out of occasional teachers and the Association agrees that there shall not be a strike as long as this agreement continues to operate. Lockout and strike shall be as defined in the *Ontario Labour Relations Act* and *School Board's Collective Bargaining Act* as amended from time to time.

Article 10 - Association Representation

10.01 The Association may appoint or otherwise select a bargaining team. Such team shall represent the Association in all negotiations with the representatives of the Board in the renewal or amendment of this agreement.

10.02 (a) When the Board grants leave to occasional teachers to perform Association business they will not disqualify the occasional teacher from accumulating days for long term occasional pay.

10.02 (b) All occasional teachers, both daily occasional and long term occasional, appointed by the Association to attend Association business, qualify for payment by the Board subject to Article 10.02(c).

10.02 (c) The Association shall reimburse the Board for monies paid to occasional teachers on Association business.

10.02 (d) Members may be granted leave of absence to attend to Association business provided:

- (i) the leave is requested, in writing, at least ten (10) school days in advance;
- (ii) the Association reimburses the Board for all compensation paid to a long term occasional teacher on Association business.

The Superintendent of Human Resources may waive (i) above.

10.03 The Association and/or employees covered by this Agreement will not engage in Association activities during working hours.

10.04 There shall be no discrimination against a member based on the grounds identified in the *Ontario Human Rights Code* and the *Ontario Labour Relations Act*.

Article 11 - Leaves of Absence with Pay / Without Pay**11.01 Sick Leave / Short Term Leave and Disability Plan (STLDP)**

The terms of Sick Leave and STLDP shall be in accordance with Part A, Article 4 of this collective agreement.

11.01 (a) An eligible long term occasional teacher shall be granted sick leave/STLDP days with pay in accordance with Part A of this collective agreement.

11.01 (b) The sick leave/STLDP days granted to a long term occasional teacher shall be reduced by one day for each day, or by one half day for each half day of absence due to personal illness or injury or personal medical appointments. The Board may request that a teacher produce evidence of injury or illness in accordance with Part A, Article 4 of this collective agreement.

11.01 (c) There shall be no payment made by the Board, other than in accordance with Article 11.01(b) to any occasional teacher in respect of unused sick leave/STLDP days while employed as a long term occasional teacher.

11.02 Other Leaves With Pay

11.02 (a) Bereavement leave of up to five (5) days shall be granted without loss of pay, and with no deduction from sick leave/STLDP days, to a long term occasional teacher in the event of the death of a parent, spouse, child, sister or brother, in accordance with Part A, Article 16 of this collective agreement.

11.02 (b) Bereavement leave of one (1) day shall be granted without loss of pay, and with no deduction from sick leave/STLDP days, to a long term occasional teacher in the event of the death of a parent-in-law, sister or brother-in-law, child-in-law, grandparent or grandchild or close friend of the family, in accordance with Part A, Article 16 of this collective agreement.

11.02(c) Up to a maximum of five (5) days per school year shall be granted for bereavement leave as per Article 11.02(a) and 11.02(b) above, without loss of salary, in accordance with Part A, Article 16 of this collective agreement.

11.02 (d) A long term occasional teacher who is selected for service as a juror or is required by subpoena to appear in court as a witness in any proceeding in court in which he or she is not a party to or are of the persons charged, shall be paid the difference between the normal earnings and the payment, excluding expenses, the occasional teacher receives as a juror or a witness if such duty occurs during a long term occasional teaching assignment.

11.02 (e) A long term occasional teacher shall be entitled to her/his salary notwithstanding her/his absence from duty where, because of exposure to communicable disease he/she is quarantined or otherwise prevented by the order of the medical health authorities from attending upon her/his assigned occasional teaching duties.

11.03 Leaves Without Pay

11.03 (a) Association Business

- (a)(i) Upon the request in writing of the Local Unit, the Board shall grant a leave of absence for one (1) school year at a time to: (a) An Occasional Teacher who is selected by the Local Unit Executive as the Occasional Teacher Release Officer (OTRO) and/or (b) up to one (1) additional teacher as designated by the Local Unit.
- (a)(ii) 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.
- (a)(iii) The Occasional Teacher selected as the Occasional Teacher Release Officer (OTRO) shall be retained on the Board's Occasional Teacher Seniority Roster and Priority list if applicable in an inactive status during the period of leave in accordance with Article 17.02(b).

11.03 (b) Other

- (b)(i) An occasional teacher, who because of illness, pregnancy, paternity, adoption of a child, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher Seniority Roster in an inactive status during the period of such unavailability but not for longer than two (2) school years at a time. An occasional teacher may request an extension to the aforementioned leave. Such requests may be approved at the sole discretion of the Superintendent of Human Resources, which shall not be exercised in an unfair or unreasonable manner.
- (b)(ii) An occasional teacher, who because of personal reasons becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher list in an inactive status during the period of such unavailability but not for longer than one school year. Longer absence, if necessary, will be subject to the approval of the Superintendent of Human Resources.
- (b)(iii) A long term occasional teacher in a full year assignment may be granted up to two (2) unpaid days per school year subject to the following condition:
- The unpaid day cannot be scheduled immediately before or after a Professional Activity Day; a statutory holiday, or Christmas / March / Summer Breaks.

11.04 Any occasional teacher becoming unavailable for assignment pursuant to 11.03 (a) (i-iii) and 11.03 (b)(i-ii) above shall inform the Superintendent of Human Resources of the date of commencement of and return from the period of unavailability.

Article 12 - Posting

12.01 The Board shall provide space on a bulletin board in each school having a bulletin board, accessible to the occasional teachers and upon which the local Unit shall have the right to post notices related to Association business.

12.02 All correspondence between the Board and the Association arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Human Resources and the Unit President or designate.

Article 13 - Separate School Support

13.01 The Board shall provide each employee covered by this collective agreement with a letter for Separate School Support. The letter is Appendix A to the collective agreement.

Article 14 - Labour Relations Committee

14.01 The Association and the Board shall establish a Labour Relations Committee composed of representatives from both parties. The joint committee shall meet as mutually agreed upon to discuss issues related to contract administration and the working conditions of occasional teachers.

Article 15 - Grievance Procedure

15.01 Within the terms of this agreement, a grievance shall be defined as a difference relating to the interpretation, application, administration, or alleged violation of this agreement.

15.02 Informal Stage

If an occasional teacher who is covered by this agreement has a grievance the occasional teacher shall discuss the complaint with the Principal, where applicable. Such complaint shall be brought in writing to the attention of the Principal within thirty (30) working days of the incident giving rise to the grievance. The Principal shall attempt to resolve the dispute informally and shall give his or her decision, in writing, within ten (10) working days of receiving the grievance.

15.03 Step I

Should the occasional teacher be dissatisfied with the decision of the Principal, the Local Unit on behalf of the occasional teacher may refer such matter in writing to the Manager of Employee Relations within ten (10) working days of receipt of the reply of the Principal. The complaint shall constitute a formal grievance at Step 1. The statement of grievance shall indicate the name of the grievor; shall state the facts giving rise to the grievance; shall identify the specific reference and provision(s) of this agreement alleged to be violated and shall indicate the relief sought. The Manager of Employee Relations shall answer the grievance in writing within ten (10) working days of receipt of the statement of grievance.

15.04 Step II

If no settlement is reached at Step I, the occasional teacher, representatives of the Local Unit/Association and representatives of the Board shall, at the request of the representatives of the Local Unit/Association, meet within ten (10) working days of receipt of the written reply, to discuss the grievance. If the grievance is not settled within ten (10) working days, it may be referred to arbitration as provided for in Article 15.10.

15.05 The Association may initiate a policy grievance relating to the interpretation, application, administration or alleged violation of this agreement beginning at Step II of the grievance procedure. Such grievance shall be filed within thirty (30) working days of the incident giving rise to the grievance and shall be in the form prescribed in Step I.

15.05 (a) In the event the grievance is not settled within ten (10) working days, it may be referred to the Director of Education or designate for review.

15.05 (b) A written response shall be provided by the Director of Education or designate within ten (10) working days of receiving the grievance. If the grievance remains unsettled, it may be referred to arbitration as provided for in Article 15.10.

15.06 Any grievance which is not commenced or carried through to the next stage of the grievance procedure by the Association on behalf of the grievor within the time specified shall be deemed to have been abandoned and no further action can be taken with respect to such grievance. The time limit specified in this Article may be extended by mutual agreement in writing between the parties to this agreement.

15.07 If the stipulated time limits are not met by the party with whom the grievance is being lodged, the Association on behalf of the grievor shall have the right to appeal the grievance to the next level of the procedure.

15.08 A complaint or grievance arising from an allegation by the Board that the occasional teachers or the Association have violated a provision of this agreement will be referred to the Local Unit/Association within ten (10) days of the alleged violation. The parties will attempt to resolve the grievance. Failing resolution, the grievance will be referred to arbitration as provided for in Article 15.10. Such reference will be made within thirty (30) days of the incident giving rise to the complaint.

15.09 In this article, a working day shall be defined as a school day.

Arbitration

15.10 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any grievance procedure established by this agreement, notify the other in writing of its desire to submit the difference to arbitration. The notice shall contain the name of the party's nominee to an Arbitration Board and shall be delivered to the other within ten (10) working days of the

reply under Step II. The recipient party shall, within ten (10) working days, advise the other of the name of its nominee to the Arbitration Board.

15.11 The two nominees so selected shall, within five (5) working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the appointees fail to agree upon a Chairperson, within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any occasional teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern. The powers of the arbitration board shall be the powers of an arbitration board established under the *Ontario Labour Relations Act*.

15.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

15.13 Each of the parties hereto shall bear the expenses of the nominee appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.

15.14 The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a regulation thereunder or the provisions of the agreement, nor to alter, modify or amend any part of this agreement.

15.15 No action of any kind will be taken against any occasional teacher because of his/her participation in this grievance procedure.

15.16 The parties may, by mutual consent, agree on the appointment of a single arbitrator whose decision shall be binding.

15.17 By mutual consent, the parties may agree to extend the time limits at any one step.

Article 16 - Personnel Files

16.01 All occasional teachers shall have access to review their personnel files upon their request in writing. The occasional teacher's file shall be examined in the presence of the person authorized by the Board. The occasional teacher, upon request, shall be provided with a photocopy of any document from the file at cost to the employee.

16.02 No documents, assessments or written comments, any of which are derogatory shall be placed in an occasional teacher's file unless a copy is sent to the occasional teacher. To provide each occasional teacher an opportunity to respond to the document prior to it being filed, it is agreed that the document will not be placed in their personnel file until thirty (30) days following receipt of the document by the Human Resources Department.

16.03 Each occasional teacher shall have the right to object in writing to any item in the file and such objection shall be attached to the disputed document. In accordance with Article 16.02, an occasional teacher will have thirty (30) days to respond should they wish to ensure that the objection is placed in their file at the same time as the disputed document. No written objection shall be removed from the occasional teacher's file without the occasional teacher's consent.

16.04 All documents, assessments or written comments may be removed from the file after three (3) years.

Article 17 - Occasional Teacher Seniority Roster

The Board's Seniority Roster and the terms set out herein shall be established in accordance with Part A, Article 17 of this collective agreement.

17.01 The Board shall establish an Occasional Teacher Seniority Roster.

17.02 (a) To be eligible for inclusion on the Occasional Teacher Seniority Roster, an occasional teacher must first:

- (i) satisfy the requirements of the *Education Act, Ontario College of Teachers' Act* and accompanying regulations;
- (ii) be approved based on a Board interview;
- (iii) submit proof of College of Teacher membership and all other Board required documentation; and
- (iv) have the Additional Qualification in Religious Education, Part 1, or commit to acquiring it within twelve (12) months from date of hire as a condition of employment.

17.02 (b) The maximum number of occasional teachers on the Occasional Teacher Seniority Roster shall not exceed 1322 occasional teachers. Long Term Occasional teachers and occasional teachers on inactive status or leave of absence shall not be included in this calculation. Through annual consultation and information sharing with OECTA the Board may adjust its complement of occasional teachers to meet system needs and/or contractual obligations.

17.03 (a) Once accepted for placement on the Occasional Teacher Seniority Roster, the occasional teacher shall:

- (i) select an area(s) of the Board and individual school(s);
- (ii) indicate subjects or divisions qualified to teach;
- (iii) indicate subjects or divisions willing to teach, and;

- (iv) ensure the Board is kept apprised of availability via the SmartFind Express (SFE) system.

17.03 (b) Work availability conditions:

To maintain placement on the Occasional Teacher Seniority Roster, the occasional teacher must meet the following work availability conditions in a school year:

- (i) work at least thirty (30), including partial day, assignments; and
- (ii) twenty (20) of the thirty (30) assignments must be between February 1st and the end of the school year.

The work conditions above shall not apply during any periods during which an occasional teacher is on an approved leave of absence.

The above working conditions shall be prorated where an occasional teacher:

- a) commences employment with the Board part way through a school year;
- b) returns from a leave of absence part way through the school year.

17.04 Occasional teacher work in the Board shall be assigned to occasional teachers on the Occasional Teacher Seniority Roster.

17.05 The pre-arrangement of an occasional teacher to a job at the time it is created shall only be applied in the following situations:

- (i) Pre-scheduled absences of three (3) or more consecutive school days;
- (ii) Pre-scheduled professional development days / in-services (half-day absences only);
- (iii) Identified school locations where vacancies are difficult to fill, as mutually agreed upon (Schools will be determined in September and February of each school year); and
- (iv) Absences for the following positions: French Immersion; French as a Second Language; Music; Physical Education; and Technological Education.

17.06 When it is necessary for a Principal to call in an occasional teacher during the day in an emergency situation to substitute for a teacher, the occasional teacher who responds to the call will not be skipped in the regular rotation. The Principal will first offer the job to an occasional teacher who is already working a half-day assignment at the same school, provided that the occasional teacher has not already accepted another half day assignment at another school.

17.07 In the event the Board employs a supernumerary teacher for a given period of time, such teacher shall be given priority placement. Both parties agree that this is an exception and should occur as seldom as possible.

17.08 (a) Occasional teachers shall not be assigned any duties prior to commencement of an assignment.

17.08 (b) Each occasional teacher may be assigned to additional classroom duties (see Letter of Intent #1)

Article 18 – Hiring Practices: Long Term Occasional and Permanent Positions

Assignment of Long Term Occasional and Permanent positions shall be in accordance with Part A, Article 17 of this collective agreement and as follows:

18.01 The names of laid-off statutory teachers, who have indicated to the Board they wish to be included on the Board's Occasional Teacher Seniority Roster, shall be provided to the Unit President no later than August 31 in each school year or within thirty (30) days of layoff in any other circumstances.

18.02 Occasional teachers shall be advised of long term occasional assignments by an online job posting. This information will be shared in accordance with Part A, Articles 17 and 18 of this collective agreement.

18.03 If occasional teachers wish to apply for permanent teaching positions, they shall do so in accordance with Part A, Article 17 of this collective agreement.

Article 19 - Method of Payment

The method of payment shall be in accordance with Part A, Article 2 of this collective agreement and as follows:

19.01 (a)

The Board shall pay, in respect of each day of employment with the Board in an occasional teaching assignment, the following rate of pay:

The Board agrees to calculate and pay a per diem rate for each day of daily occasional teacher assignment. The per diem rate shall be calculated using a current OECTA York Unit salary grid and applying the following formula:

| | |
|---|----------|
| Effective September 1, 2019 Category A2, Step 0 x 97.75% / 190 | \$243.36 |
| Effective September 1, 2020 Category A2, Step 0 x 97.75% / 190 | \$245.79 |
| Effective September 1, 2021 Category A2, Step 0 x 97.75% / 190 | \$248.25 |

19.01 (b) The Board agrees to apply the above noted per diem calculation formula (Article 19.01(a)), if the OECTA York Unit salary grid is revised during the 2019-2022 school years.

19.02 A long term occasional teacher shall be paid in accordance with the salary grid in effect pursuant to the Board's OECTA York Unit Collective Agreement. See Appendix B – York Unit salary grids.

19.03 Occasional teachers shall be paid on a bi-weekly basis. Pay shall be deposited directly into the financial institution of the Occasional teacher's choice. Pay statements shall be provided electronically to each occasional teacher upon issuance through the Board's online Portal system.

19.04 An occasional teacher who is assigned more than:

- (i) the first two (2) periods or the last two (2) periods for a half day assignment in a secondary school, or;
- (ii) 3.5 hours per day in an elementary school,

shall be paid for a full day.

Article 20 - Benefits

Benefits shall be provided in accordance with Part A, Article 7 of this collective agreement and as follows:

20.01 The school board will provide the information requested by the OECTA Trust Administrator, by July 20th of each year (or the next business day if the 20th falls on a weekend), to allow eligible daily occasional teachers to enrol annually in the OECTA Daily Occasional Teachers' Benefit Plan. Daily Occasional Teachers who choose to enrol, shall be responsible for the monthly premiums and premium remittance shall occur by direct withdrawal from the teacher's bank account by the OECTA TRUST. Participation in the plan is annual from September 1st to August 31st.

20.02 Enrolment in the benefit plan shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any occasional teacher should any insurer fail to refuse to pay or provide same, in whole or in part.

20.03 It is the responsibility of the occasional teachers to comply with the appropriate procedures for benefits enrolment. Failure to do so may result in lack of benefits coverage.

Article 21 - Allowance for Experience

21.01 (a) Recognized teaching experience for the purpose of Article 19.02 above shall include the following:

Elementary or secondary school teaching experience in Ontario on a full-time basis that is used to establish placement on the grid. This is to be adjusted by the following:

- (i) Teaching experience attained from outside of the province/country (after Ontario College of Teachers certification as a teacher, and at an accredited elementary/secondary institution) or related professional experience in applicable industries/ sectors may be used to establish the placement on the grid at the time of hiring at the discretion of the Superintendent of Human Resources.
- (ii) Experience for part of a year will be credited at 1/10th of the yearly increment per month or major fraction thereof provided that the teaching was on a full time basis and as a regularly employed teacher or an extended occasional teacher's assignment with the Board or any other school board in Ontario. If such teacher was on a part time basis, the increment will be pro-rated. No credit shall be given under Article 21.01 for experience in the current school year.
- (iii) At the beginning of the school year, teaching experience in fractions of years will be added to give complete steps for each 10 months if the experience is with the York Catholic District School Board or has been accepted in 21.01 (a) (ii).

21.02 In determining a long term occasional teacher's category placement on the salary grid, the Board will be guided by the definitions set out in Qualifications Evaluation Council of Ontario Programme 5.

21.02 (a) Daily occasional teaching experience within the York Catholic District School Board shall be considered for grid placement for long term occasional teaching assignments.

21.03 It shall be the responsibility of the long term occasional teacher to provide the Board with a Qualifications Rating Statement and any supporting documents prior to the 15th day of the fifth month of the long term occasional assignment for retroactive adjustment to the first day of the first long term assignment of the current school year.

Article 22 - Reporting Pay

22.01 An occasional teacher who reports for a half day placement as a result of a dispatching error on the part of the Board may choose one (1) of the following:

- (i) Accept the placement with the understanding that it may be subject to re-assignment of duties within the same school in order to address preparation time recovery, on-calls, or supervision. In this case, the occasional teacher shall be paid a half day's pay for reporting as required; or
- (ii) Decline the assignment. In this case, the occasional teacher will not receive reporting pay.

22.02 An occasional teacher who reports for a full day placement as a result of a dispatching error on the part of the Board may choose one (1) of the following:

- (i) Accept the placement with the understanding that it may be subject to re-assignment of duties within the same school in order to address preparation time recovery, on-calls, or supervision. In this case, the occasional teacher shall be paid a full day's pay for reporting as required; or
- (ii) Decline the assignment. In this case, the occasional teacher will not receive reporting pay.

22.03 An occasional teacher who reports to work on an inclement weather day shall receive a full day's pay subject to the following conditions:

- (i) The occasional teacher reports to the elementary school location of the job accepted and may be subject to re-assignment of duties in order to address preparation time recovery or supervision.
- (ii) For assignments to a secondary school, the occasional teacher will have the option to:
 - a) Report to one of the elementary feeder schools associated with their secondary school assignment;
 - b) Cancel the assignment. In this case, the occasional teacher will not receive pay.
- (iii) The job accepted by the occasional teacher has not been cancelled by the Board on or before 7 am on the day of the job. Cancellations would only occur for Board in-services or school related events where an occasional teacher is no longer required as the in-service/event has been cancelled. It is understood that confirmation of this is the responsibility of the occasional teacher who shall confirm through the SmartFind Express (SFE) dispatch system.

Article 23 - Professional Development Days

23.01 A long term occasional teacher who is scheduled to work when there is a professional development day, will be paid for the day and will be required to participate in the scheduled professional development sessions.

23.02 In the event that an occasional teacher is required by the Board to attend a professional development day, the occasional teacher shall receive the normal rate of pay for the day.

23.03 An occasional teacher not meeting the conditions in Article 23.01 or 23.02 may attend, without pay, scheduled professional development days arranged by the Board. Requests are to be made in writing to the Superintendent of Human Resources.

23.04 One (1) professional development day each school year, as designated by the Board, shall be paid for all occasional teachers. The Board shall consult with the local Unit regarding the scheduling of the day and the program to be offered.

Article 24 - Travel Allowance

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

For occasional teachers in long-term assignments, 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.

For daily occasional teachers, a travel allowance shall be paid when replacing an itinerant teacher.

Any occasional 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.

Article 25 - Distribution of Agreement

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

25.01 (a) An electronic copy of the collective agreement shall be posted and accessible to each occasional teacher upon entering employment with the Board.

Article 26 – Criminal Background Checks

26.01 The Board shall be responsible for the confidential collection and storage of all information pertaining to Regulation 521/01 – *Collection of Personal Information*.

Provision of criminal background check requirements, including annual completion of the offence declaration, shall be the responsibility of each occasional teacher.

Article 27 - Duration of Agreement

27.01 In accordance with Part A, Article 1 of this collective agreement, this agreement shall be in effect from September 1, 2019 and shall continue in full force up to and including August 31, 2022. The term of this Agreement, the serving of notice of intent to bargain, and the obligation to bargain shall be in accordance with the *School Boards Collective Bargaining Act, 2014*, and the *Labour Relations Act, 1995*.

These changes and the understandings reached between the parties shall form the new Collective Agreement and shall be in effect from September 1, 2019 until August 31, 2022.

SIGNED AT Aurora, Ontario the 15 day of July, 2020

| FOR THE BOARD | FOR THE ASSOCIATION – OECTA |
|--|---|
|  Michael Gray Superintendent of Human Resources and International Education (Chief Negotiator) |  Bruno Muzzi Bargaining and Contract Service Department, OECTA (Co-Chief Negotiator) |
|  Elizabeth Crowe Trustee |  Mike Totten 1 st VP & CEO Elementary (Co-Chief Negotiator) |
|  Ab Falconi Director of Education |  Anna Polisco Occasional Teacher Release Officer |
|  Eugene Pivato Superintendent of Education, School Leadership (Secondary) |  Daniel Fiore Negotiator (Occasional Teacher Representative) |
|  Anthony Arcardi Superintendent of Education: School Leadership (Elementary) |  Loredana Foti Negotiator (Daily Secondary Panel) |
|  Joanne Bortolussi Principal (Elementary) |  Amanda Gervasi Negotiator (Long Term Occasional - Elementary) |
|  Michelle Miranda Vice-Principal (Secondary) |  Vito Totino Negotiator (Long Term Occasional - Secondary) |
|  Antonella Rubino Academic services – Specialist | |
|  Paulette Bellerby Manager, Employee Relations | |

APPENDIX A - SUPPORT OF ROMAN CATHOLIC SCHOOL SYSTEM

**TO OCCASIONAL TEACHERS OF THE YORK OCCASIONAL TEACHERS'
BARGAINING UNIT OF OECTA**

The Board and the teachers recognize that the funding of the Roman Catholic Separate School system in the Province is provided primarily through a combination of Provincial grants and local taxation.

They further recognize and agree that the viability of the system depends in part on the commitment of those persons eligible to be its tax supporters.

Accordingly, it is expected that the Occasional Teachers employed by the York Catholic District School Board, who are eligible to do so, will direct their property taxes to the support of the Roman Catholic Separate School system and they shall be encouraged to do so by the York Occasional Teachers' Bargaining Unit of OECTA.

APPENDIX B**YORK UNIT SALARY GRIDS**

| (i) Commencing September 1, 2019 | | | | | |
|---|----------|----------|----------|----------|-----------|
| 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 |

| (ii) Commencing September 1, 2020 | | | | | |
|--|----------|----------|----------|----------|-----------|
| 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 |

| (iii) Commencing September 1, 2021 | | | | | |
|---|----------|----------|----------|----------|-----------|
| 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 |

LETTER OF UNDERSTANDING #1**RE: LTO GRID PAY AND DAILY RATE**

The Board agrees to consider and address individual situations wherein an occasional teacher could be eligible for less on a daily basis on a long term occasional assignment because of their years of experience and category placement. In these particular situations the Board will not penalize the occasional teacher but will instead continue the higher of the two daily rates during the term of the assignment.

LETTER OF UNDERSTANDING #2**RE: LOYALTY BONUS**

The Board agrees that, during the term of the collective agreement, loyalty bonuses will be paid to all daily occasional teachers who meet either of the below conditions within each school year. For clarity, should a daily occasional teacher meet both conditions, they shall receive both bonuses payable (for a total of \$850, less statutory deductions).

| CONDITIONS | BONUS PAYABLE |
|---|---------------------------------|
| Ninety (90) daily occasional assignments or more from September 1 st to June 30 th of each school year. | \$600 less statutory deductions |
| Friday Daily Occasional Assignments - Thirty (30) daily occasional assignments or more on a Friday from September 1 st to June 30 th of each school year. | \$250 less statutory deductions |

The parties agree that the bonus is only available to daily occasional teachers and does not include time worked in a long term assignment.

The Board shall determine the entitlement at the end of each school year and pay the bonuses to all eligible daily occasional teachers shortly thereafter.

LETTER OF UNDERSTANDING #3**RE: DISTRIBUTION OF WORK**

In recognition of years of service and loyalty to the York Catholic District School Board, a priority list will be established. This priority list shall provide eligible occasional teachers the option to request placement on a priority list at up to eight (8) school locations of their choice.

The priority list shall be administered in accordance with the below parameters:

- (i) The list shall be capped at two hundred (200) occasional teachers and eligibility for placement will be determined in order of seniority;
- (ii) Once a year, occasional teachers who are eligible and wish to request placement on the priority list must submit their request to the Human Resources Department by no later than September 15th. These placements will come into effect by October 15th of each school year;
- (iii) To be considered for a position on the priority list each year, occasional teachers must have worked a minimum of fifty (50), including partial day assignments, in the prior school year; and
- (iv) Occasional teachers in a full year long term occasional assignment shall not be eligible for a position on the priority list in that school year.

NOTE:

With reference to (iii) above, initial placement on the list for the 2020-2022 school years will be determined by all Occasional Teachers who worked an average of fifty (50) days in the 2017-2018/2018- 2019 school years. Should the cap of 200 not be reached, consideration will be given to teachers who work a minimum of fifty (50) days in the 2020-2021 school year to be added to the list for the 2021-2022 school year.

LETTER OF INTENT #1

RE: WORK ASSIGNMENTS OF DAILY OCCASIONAL TEACHERS

In assigning the workload of daily occasional teachers the following principles are to be upheld:

1. A daily occasional teacher will be assigned to the supervisory duties of the teacher being replaced. School supervision schedules and on-call rosters shall be posted in every school staff room.
 - a) Daily occasional teachers replacing an absent secondary school teacher who does not have a scheduled on-call or supervisory duty may however be assigned an additional on-call or supervisory duty, during an assigned instructional period, not to exceed 40 minutes. The assignment would then total three (3) periods and 0.5 period for on call/supervision.
 - b) Daily elementary supervision duties are not to exceed (20) twenty minutes.
2. Marking or evaluation to be undertaken by a daily occasional teacher is limited to the student work, which occurred during the daily assignment and can be completed within the school day.
3. No occasional teacher accepting a half day assignment shall be assigned any lunch supervision. Noon hour duty cannot prevent a daily occasional teacher with a half day placement from accepting another half day placement in the same day.
4. A daily occasional teacher with a full day placement shall have a 40 minute uninterrupted lunch period.
5. Classroom duties do not include clerical duties other than those associated with teaching and classroom duties. No occasional teacher shall be assigned the duties of a non teaching bargaining unit member.
6. It is desirable to have regular teaching staff prepare lesson plans to provide for as long a period as possible to account for unexpected absences.
7. Daily occasional teachers should initiate or respond to parental contact only through the Principal and at his or her direction.
8. In the event the above noted principles are not followed, the Unit President or designate will bring the matter to the attention of the Manager of Employee Relations.